



THE CITY OF
JARRELL

City of Jarrell
Regular City Council Meeting
Jarrell City Council Chambers
161 Town Center Blvd. Jarrell, Texas 76537
Tuesday, July 2, 2024, at 7:00 p.m.

AGENDA

Mayor Patrick Sherek
Alderman Place 1, Daniel Klepac
Alderman Place 2, Jeff Seidel

Mayor Pro Tem Place 3, Tanya Clawson
Alderman Place 4, Adam Marsh
Alderman Place 5, Daniel Islas

1. CALL MEETING TO ORDER

- Roll Call
- Invocation
- Pledge of Allegiance

2. PROCLAMATION

2.1 Proclamation Declaring August 1, 2024 as Education Connection Day.
Mayor Patrick Sherek

3. PUBLIC COMMENTS

Those wishing to speak to the City Council must complete the appropriate color card listed below and present the card to the Municipal Clerk prior to the beginning of the meeting. Please wait to be invited to approach the podium and observe a **three**-minute time limit when speaking.

Orange Sign in Card – Items not listed on the agenda

An individual may speak; however, the topics presented are considered informational only and may result in placement on a future agenda. No formal discussion or action will be conducted at this time.

Yellow Sign in Card – Item listed on the agenda

An individual may speak once the regular agenda item is announced for consideration and/or when the speaker is invited to approach the podium.





THE CITY OF

JARRELL

4. CONSENT AGENDA ITEMS

The Consent Agenda items listed below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate deliberation of these items unless requested by a Councilmember, in which event, the item will be removed from the Consent Agenda and considered as a Regular Agenda item.

- 4.1 Consideration and possible action regarding the approval of the minutes of the Regular City Council Meeting on June 4, 2024.
Dianne Peace
- 4.2 Consideration and possible action regarding the approval of the minutes of the Special Called City Council and Jarrell Economic Development Corporation Joint Meeting on June 11, 2024.
Dianne Peace
- 4.3 Discussion, consideration and possible action regarding Resolution No. 2024-0702-01, A Resolution Call for A Public Hearing For The Consideration And Possible Action On The Annexation Of 79.91 Acres Out Of The Elisha Davis Survey Number 23 Abstract Number 172 Situated In Williamson County.
Jordan Cantu
- 4.4 Discussion, consideration and possible action regarding a contract amendment for the ARPA project.
Jordan Cantu
- 4.5 Discussion, consideration, and possible action regarding budget amendments for FY24.
Danielle Singh
- 4.6 Discussion, consideration, and possible action entering into a contract with Crossroads Utility Service and terminating the existing contract with Inframark to provide Water and Wastewater Operations and Maintenance Services.
Jordan Cantu





THE CITY OF

JARRELL

5. REGULAR AGENDA ITEMS

- 5.1 Discussion, consideration, and possible action regarding on Ordinance No. 2024-0702-02, an Ordinance approving a voluntary expansion of the Extraterritorial Jurisdiction of 79.265 acres of land being part of the John Carouthers Survey Abstract No 148 in Williamson County, also known as the Pale Rider Subdivision.

Jordan Cantu

- 5.2 Discussion, consideration, and possible action regarding Resolution No. 2024-0702-03, A Resolution of The City Council of The City of Jarrell, Texas Appointing Members to The Impact Fee Committee.

Jordan Cantu

- 5.3 Discussion, consideration, and possible action regarding Ordinance No. 2024-0702-04, an Ordinance providing for Floodplain Management.

Jorge Hernandez

- 5.4 Discussion, consideration, and possible action regarding the Jarrell EDC funding a project with National Fitness Campaign and Blue Cross Blue Shield for a Fitness Court Studio.

Traci Anderson

- 5.5 Discussion and possible action regarding Ordinance No. 2024-0702-05, an Ordinance adopting procedures in which to conduct an appeal pursuant to Texas Local Government Code Section 212.904.

City Attorney

6. ADJOURN INTO CLOSED SESSION/EXECUTIVE SESSION:

- 6.1 Closed Executive Session pursuant to 551.087 of the Texas Government Code to deliberate economic development negotiations regarding Project Lunch Lady.
- 6.2 Closed Executive Session pursuant to Texas Government Code Section 551.071 for a consultation with the City Attorney regarding the Eastern Wells Development.





THE CITY OF

JARRELL

7. **RECONVENE INTO OPEN SESSION.**

- 7.1 Discussion, consideration and possible action regarding economic development negotiations regarding Project Lunch Lady.
- 7.2 Discussion, consideration and possible action regarding the Eastern Wells development.

8. **Adjournment.**

CERTIFICATION

I certify that the above Notice of Meeting of the City of Jarrell City Council was posted on the city's website at www.cityofjarrell.com and on the Bulletin Board located at Jarrell City Hall - 161 Town Center Blvd, Jarrell, Texas 76537 pursuant to Chapter 551 of the Texas Government Code.

AGENDA POSTED ON June 27, 2024, at 9:15 p.m.

City of Jarrell, Texas - Posted by: City Secretary's Office

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [deliberations about real property], 551.073 [deliberations about gifts and donations to city], 551.074 [deliberations on certain personnel matters] or 551.076 [deliberations about deployment/implementation of security personnel or devices] and 551.087 [Economic Development]. The City of Jarrell is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the Municipal Clerk at 512/ 746-4593 for assistance.

I certify that the above Agenda of the Jarrell City Council was removed from the Bulletin Board located at Jarrell City Hall; 161 Town Center Blvd. in Jarrell, Texas on:

Removed on _____, 2024 at _____ am/pm
City of Jarrell, Texas

Removed by: City Secretary's Office



the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1.2 million (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase to 6.5 million by 2020, and the number of people aged 75 and over to 4.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people in the UK. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to improve the health and social care of older people. The strategy is based on three main principles: (1) to improve the health and social care of older people; (2) to ensure that older people are able to live independently and actively; and (3) to ensure that older people are able to participate in society.

The strategy is based on three main principles: (1) to improve the health and social care of older people; (2) to ensure that older people are able to live independently and actively; and (3) to ensure that older people are able to participate in society. The strategy is based on three main principles: (1) to improve the health and social care of older people; (2) to ensure that older people are able to live independently and actively; and (3) to ensure that older people are able to participate in society.

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THE CITY OF

JARRELL

2.1

PROCLAMATION

TO DESIGNATE AUGUST 1, 2024 AS EDUCATION CONNECTION DAY

WHEREAS, Education Connection is celebrating its fifteen year anniversary; and

WHEREAS, in 2009, the church community asked city leaders what could be done to make a lasting impact in the greater Austin Area. In 2010-2011, Education Connection began reading with students at one elementary school in Leander ISD; and

WHEREAS, Education Connection helps students in Central Texas public schools to read at grade level by the end of 3rd grade so they can become lifelong learners; and

WHEREAS, research shows that third grade illiteracy is the largest issue facing Central Texas. The barrier could affect students' ability to graduate, in-turn financially impacting our community; and

WHEREAS, Education Connection's primary concept is that they model a love of reading with every student. The secondary concept is to impact the community through supporting and encouraging student progress in illiteracy; and

WHEREAS, today, more than 1,300 volunteers are serving at least 2,845 students in 16 school districts across Central Texas, by sitting with elementary children each week for 30 minutes to read one-to-one; and

NOW THEREFORE BE IT RESOLVED, I, Patrick Sherek, Mayor of the City of Jarrell, Texas recognizes August 1, 2024, as Education Connection Day.

PROCLAIMED this the 2ND day of JULY 2024.

THE CITY OF JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary





THE CITY OF

JARRELL

4.1

**City of Jarrell
Regular City Council Meeting
Jarrell City Council Chambers
161 Town Center Blvd. Jarrell, Texas 76537
Tuesday, June 4, 2024, at 7:00 p.m.**

MINUTES

Mayor Patrick Sherek - **Present**

Alderman Place 1, Daniel Klepac - **Present**

Alderman Place 2, Jeff Seidel - **Present**

Mayor Pro Tem Place 3, Tanya Clawson - **Present**

Alderman Place 4, Adam Marsh - **Present**

Alderman Place 5, Daniel Islas - **Absent**

1. MAYOR PATRICK SHEREK CALLED THE MEETING TO ORDER AT 7:00 P.M.

- Roll Call - **ALL MEMBERS PRESENT EXCEPT ALDERMAN DANIEL ISLAS**
- Invocation – **LED BY JEDC PRESIDENT, BARRY CRYER**
- Pledge of Allegiance

2. PUBLIC COMMENTS

Those wishing to speak to the City Council must complete the appropriate color card listed below and present the card to the Municipal Clerk prior to the beginning of the meeting. Please wait to be invited to approach the podium and observe a **three-minute** time limit when speaking.

Orange Sign in Card – Items not listed on the agenda

An individual may speak; however, the topics presented are considered informational only and may result in placement on a future agenda. No formal discussion or action will be conducted at this time.

- a. **Chris Nulton expressed his concerns regarding some of the City Council Member actions.**

Yellow Sign in Card – Item listed on the agenda

An individual may speak once the regular agenda item is announced for consideration and/or when the speaker is invited to approach the podium.

- a. **Tom Slowbe requested Agenda Item numbers 4.4 and 4.5 to be delayed. He requested a joint Council and JEDC meeting to discuss the direction for the City and requested for the City to move forward and for no one to be listed on the agenda for removal for the next 6 months.**

3. CONSENT AGENDA ITEMS





THE CITY OF JARRELL

The Consent Agenda items listed below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate deliberation of these items unless requested by a Councilmember, in which event, the item will be removed from the Consent Agenda and considered as a Regular Agenda item.

- 3.1 Consideration and possible action regarding the approval of the minutes of the Regular City Council Meeting on May 7, 2024.
- 3.2 Discussion, consideration and possible action regarding the amendment to the City of Jarrell holiday schedule to add the federal holiday of Juneteenth Independence Day of June 19th.

Consent Agenda Item 3.2 was pulled by Alderman Daniel Klepac for discussion.

Alderman Daniel Klepac made a motion to approve. Second by Mayor Pro Tem Tanya Clawson. The motion was approved by a unanimous vote.

4. REGULAR AGENDA ITEMS

- 4.1 Presentation from the Jarrell Community Library and Resource Center for update on programs and projects.

Presentation and update by Susan Gregurek, Library Director. No formal action taken.

- 4.2 Discussion, consideration and possible action regarding Ordinance No. 2024-0604-01, an Ordinance for the update to Sections Of 9.04 Of the Code of Ordinances, also known as Fees and Charges.

Alderman Jeff Seidel made a motion to approve Ordinance No. 2024-0604-01. Second by Mayor Pro Tem Tanya Clawson. The motion was approved by a unanimous vote.

- 4.3 Discussion, consideration, and possible action regarding the Jarrell EDC funding a project with National Fitness Campaign and Blue Cross Blue Shield for a Fitness Court Studio.

Alderman Jeff Seidel made a motion to table Agenda Item 4.3 to obtain further clarification and to table Agenda Items 4.4 and 4.5 until the next Regular City Council meeting. Second by Alderman Adam Marsh.





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Mayor Pro Tem Tanya Clawson made a motion to amend the motion to table Agenda Items 4.3, 4.4 and 4.5 to the December 2024 meeting. Second by Alderman Adam Marsh.

Mayor Pro Tem Tanya Clawson withdrew her motion.

Alderman Jeff Seidel made a motion to table the Agenda Item 4.3 to the July Regular City Council Meeting. Second by Alderman Adam Marsh. The motion was approved by a unanimous vote.

- 4.4 Discussion, consideration, and possible action regarding an amendment of the Jarrell Economic Development Corporation By-Laws.
- 4.5 Discussion, consideration, and possible action regarding a City Ordinance concerning the Jarrell Economic Development Corporation.

Mayor Pro Tem Tanya Clawson made a motion to table the Agenda Items 4.4 and 4.5 to the December 2024 meeting. Second by Alderman Jeff Seidel. The motion was approved by a unanimous vote.

5. ADJOURNED INTO CLOSED SESSION/EXECUTIVE SESSION AT 8:00 P.M.

- 5.1 Closed Executive Session pursuant to Texas Government Code section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to wit: City Manager Danielle Singh Annual Review.
- 5.2 Closed Executive Session pursuant to 551.087 of the Texas Government Code to deliberate economic development negotiations regarding Project Lunch Lady.
- 5.3 Closed Executive Session pursuant to 551.087 of the Texas Government Code to deliberate economic development negotiations regarding the development of the Jarrell TIRZ.
- 5.4 Closed Executive Session pursuant to Texas Government Code section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to wit: Economic Development Board Members.

6. RECONVENED INTO OPEN SESSION AT 11:12 P.M.





THE CITY OF
JARRELL

- 6.1 Discussion, consideration and possible action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to wit: City Manager Danielle Singh Annual Review.

Mayor Pro Tem Tanya Clawson made a motion that the Council members independently email the Mayor their commentary as it pertains to the annual review for Danielle Singh. Second by Alderman Daniel Klepac. The motion was approved by a unanimous vote.

- 6.2 Discussion, consideration and possible action regarding economic development negotiations regarding Project Lunch Lady.

No formal action taken.

- 6.3 Discussion, consideration, and possible action regarding the development of the Jarrell TIRZ.

No formal action taken.

- 6.4 Discussion, consideration and possible action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to wit: Jarrell Economic Development Board Members.

No formal action taken.

7. THE MEETING WAS ADJOURNED AT 11:13 P.M.

PASSED AND APPROVED by the City Council on the 2ND DAY of JULY 2024.

CITY OF JARRELL, TEXAS

Attest:

Patrick Sherek, Mayor

Dianne Peace, Municipal Clerk





THE CITY OF
JARRELL

**City of Jarrell
Special Called City Council And
Jarrell Economic Development Corporation Joint Meeting
Jarrell City Council Chambers
161 Town Center Blvd. Jarrell, Texas 76537
Tuesday, June 11, 2024, at 7:00 p.m.**

MINUTES

Mayor Patrick Sherek - **Present**
Alderman Place 1, Daniel Klepac - **Present**
Alderman Place 2, Jeff Seidel - **Present**

Mayor Pro Tem Place 3, Tanya Clawson - **Present**
Alderman Place 4, Adam Marsh - **Present**
Alderman Place 5, Daniel Islas - **Absent**

Barry Cryer, President - **Present**
Ryan Phillips, Secretary - **Absent**
JB Stockton, Member - **Present**

Tom Slowbe, Vice-President - **Present**
Edward Taylor, Treasurer - **Present**
Traci Anderson, Executive Director - **Present**

Ex-Officio Member: Councilmember Tanya Clawson - **Present**

1. **MAYOR PATRICK SHEREK CALLED THE MEETING TO ORDER AT 7:00 P.M.**
 - Roll Call – **ALL MEMBERS PRESENT EXCEPT ALDERMAN DANIEL ISLAS**
 - Invocation – **BY MAYOR PRO TEM TANYA CLAWSON**
 - Pledge of Allegiance
2. **JEDC PRESIDENT BARRY CRYER CALLED THE MEETING TO ORDER**
3. **PUBLIC COMMENTS - NONE**

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Orange Sign in Card — Items not listed on the agenda

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Yellow Sign in Card — Item listed on the agenda

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4. ADJOURNED INTO EXECUTIVE SESSION AT 7:02 P.M.

The City of Jarrell and the Jarrell EDC will recess its open meeting and adjourn into Executive Session, pursuant to the Texas Government Code, Chapter 551, to deliberate the following:

4.1 Section 551.087 to deliberate on Economic Development negotiations. (1) Labatt Food Service, LLC

5. RECONVENED INTO OPEN SESSION AT 8:25 P.M.

The City of Jarrell and the Jarrell EDC Board of Directors reconvenes into open session to discuss, consider, and/or take any action necessary related to any of the items noticed for discussion during executive session.

5.1 Discussion, consideration, and possible action regarding the approval of a Chapter 380 Economic Development Program and Performance Agreement between the City of Jarrell, Jarrell Economic Development Corporation and Labatt Food Service, LLC.

No formal action was taken.

6. THE MEETING WAS ADJOURNED AT 8:27 P.M.

PASSED AND APPROVED by the City Council on the 2ND DAY of JULY 2024.

CITY OF JARRELL, TEXAS

Attest:

Patrick Sherek, Mayor

Dianne Peace, Municipal Clerk

PASSED AND APPROVED by the Jarrell Economic Development Corporation on the _____ DAY of _____ 2024.

CITY OF JARRELL, TEXAS

Attest:

Barry Cryer, President

Dianne Peace, Municipal Clerk



JARRELL

Date: July 2nd, 2024

Subject: J80 Annexation

**Item: Call for A Public Hearing For The Consideration And Possible Action
On The Annexation Of 79.91 Acres Out Of The Elisha Davis Survey
Number 23 Abstract Number 172 Situated In Williamson County**

Department: Development Services

Staff Member: Jordan Moyer, Director of Development Services

Justification: Currently abutting the Hunters Glen Subdivision. Water to be provided by JSWSC, sewer to be provided by City of Jarrell by way of the Canyon Ranch Lift Station.

Funding:

Cost: N/A

Source of Funds: N/A

Outside Resources: N/A

Background Information:

- Full annexation application submitted
- Owner declined Development Agreement

Public Comment: None at this time.

Supporting Documentation:

Annexation Checklist and Service Plan, Resolution



RESOLUTION NO. 2024-0702-01

A RESOLUTION SETTING A DATE, TIME, AND PLACE FOR ONE PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JARRELL, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING ON THE PROPOSED ANNEXATIONS FOR 79.91 ACRES OUT OF THE ELISHA DAVIS SURVEY NUMBER 23 ABSTRACT NUMBER 172 SITUATED IN WILLIAMSON COUNTY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JARRELL, TEXAS:

SECTION 1. On the 6th day of August 2024, at 7:00 p.m. in the City Council Chambers of the City Hall of the City of Jarrell, Texas, the City Council will hold one Public Hearing and giving all interested persons the right to appear and be heard on the proposed Annexation by the City of Jarrell, Texas of the following described property, to-wit:

Being 79.91 Acres Out Of The Elisha Davis Survey Number 23 Abstract Number 172 Situated In Williamson County.

SECTION 2. The Mayor of the City of Jarrell, Texas is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above-described territory not more than twenty days nor less than ten days prior to the date of such public hearing.

PASSED AND APPROVED by the City Council of the City of Jarrell, Texas, on this the **2nd** day of **July, 2024**.

THE CITY OF JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary

Annexation, Zoning, and Platting Process and Checklist

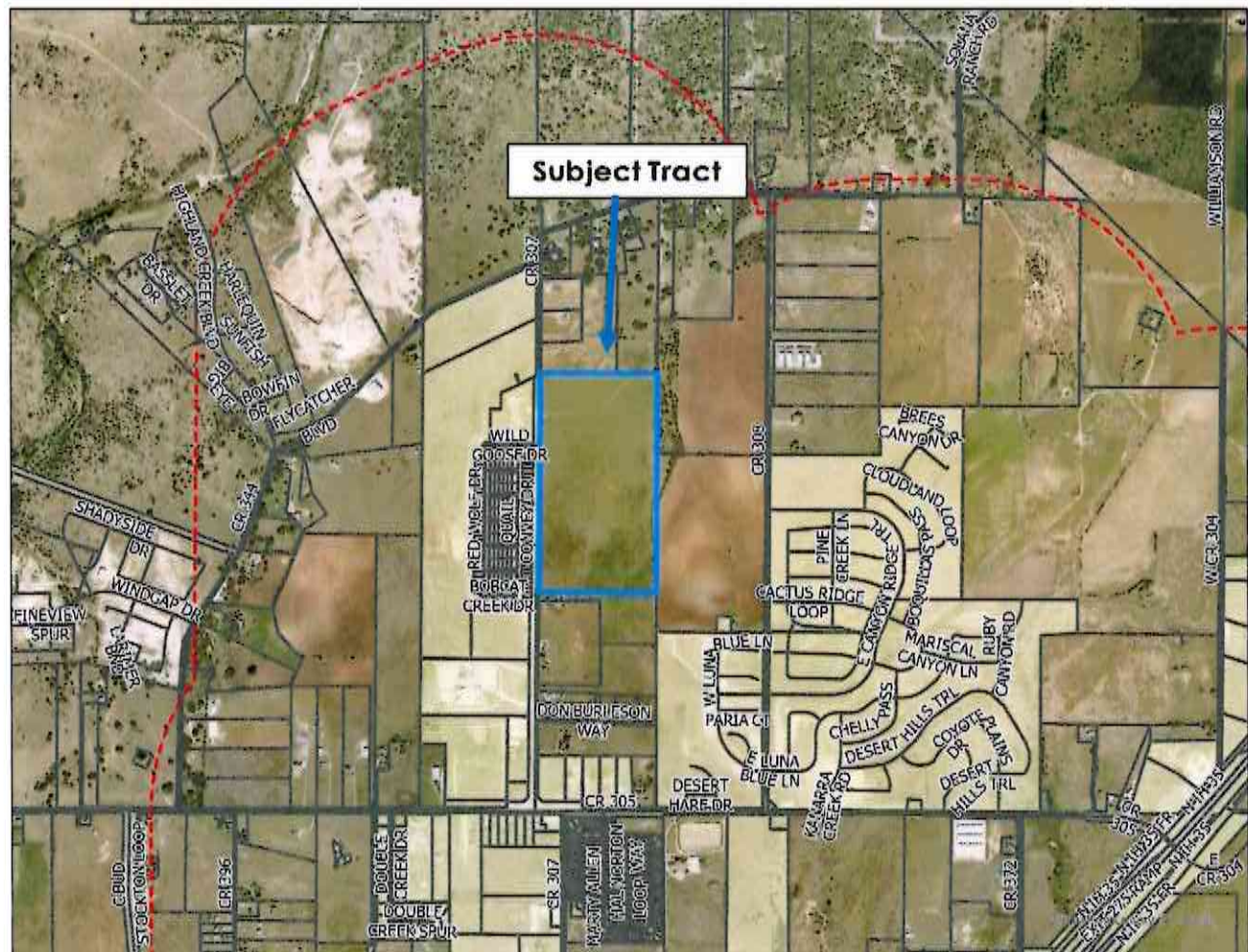


Project:

Contact Person:	Phone	Land Owner:	Phone
Brett Corwin	512-434-9684	Danny and Marcia Mishler	512-983-6590
Address:	Email	Address:	Email
1312 W. Exchange Pkwy, St 1180, Allen TX, 78640	brett@intermandeco.com	1072 Pinnacle View E, Kerville TX 78028	mishler3@gmail.com

Location and Legal Description:

Being 79.91 acres out of the Elisha Davis Survey 23 Abstract Number 172 situated in Williamson County.



CITY OF JARRELL

MUNICIPAL SERVICE PLAN FOR PROPOSED ANNEXATION OF 79.91 ACRES OUT OF THE ELISHA DAVIS SURVEY 23 ABSTRACT NUMBER 172

The City of Jarrell, Texas will provide for the extension of full municipal services into the area proposed to be annexed in accordance with Texas Local Government Code §43.056.

FIRE

Existing Services: Williamson County Emergency Service District #5

Services to be Provided:

Williamson County Emergency Service District #5 will provide fire suppression and emergency services to the area. Primary fire response will be provided by Fire Station(s) located at the following address: Fire Station No. 1-212 N. 5 Street, Jarrell, Texas 76537; Fire Station No. 2-155 CR 313 East, Jarrell, Texas 76537.

POLICE

Existing Services: Williamson County Sheriff's Department

Services to be Provided:

Upon annexation, the City of Jarrell Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriations. The Police Station is located at the following address: 161 Town Center Blvd., Jarrell, Texas 76537

BUILDING INSPECTION

Existing Services: None

Services to be Provided:

The City of Jarrell will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction, remodeling, and enforcing all other applicable codes that regulate building construction within the City of Jarrell

PLANNING AND ZONING

Existing Services: None

Services to be Provided:

The City of Jarrell has responsibility for regulating development and land use through the administration of the City of Jarrell's UDC (Unified Development Code), and this will extend to the area on the effective date of the annexation. These services can be provided within the departments' current budgets.

HEALTH DEPARTMENT - HEALTH CODE ENFORCEMENT SERVICE

Existing Services: Williamson Cities and County Health District

Services to be Provided:

Williamson Cities and County Health District will continue to implement enforcement of the health districts regulations on the effective date of annexation. Animal control services will be provided to the area as needed by Williamson County.

STREET MAINTENANCE

Existing Services: Williamson County

Services to be Provided:

Maintenance and access to adjacent existing street facilities will be provide/overseen by appropriate City of Jarrell departments.

STORM WATER MANAGEMENT

Existing Services: Williamson County Flood Plain Administrator

Services to be Provided

Developers will provide storm water drainage facilities as required of their development at their own expense and such will be inspected by the City's engineers at time of completion. The City of Jarrell will then maintain the drainage upon approval of the construction. All construction within the flood plain will be through the appropriate Jarrell department(s) and will meet FEMA Flood Plain regulations.

STREET LIGHTING

Existing Services: None

Services to be Provided:

There are no existing streellights in this area. The Developer will be responsible for initial installation and maintenance of street lighting, if required, within the development until such time as any internal streets have been accepted by the City Council.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The City of Jarrell, through its appropriate departments, will be able to provide any necessary additional traffic control devices, not included in the development, after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided:

Jarrell Schwertner Water service to the area of proposed annexation will be provided in accordance with applicable codes and policy. Service will be provided in accordance with the current extension with applicable policies, agreements, codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided:

City of Jarrell Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. Service will be provided in accordance with the current extension with applicable policies, codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided:

Solid waste collection shall be provided to the area of annexation in accordance with current ordinances. Service shall comply with existing City of Jarrell policies, beginning with occupancy of structures.

PARKS AND TRAILS

Existing Service: None

Services to be Provided:

All City operated parks and trail systems will be available to the residents of this area upon annexation.

MISCELLANEOUS

Existing Services: None

Services to be Provided:

All other applicable municipal services will be provided to the area in accordance with the City of Jarrell's established policies governing extension of municipal services to newly-annexed areas.

NOTE

Capital improvements sufficient for providing municipal services for the annexed area are in place such that the costs associated with the extension of service lines to proposed building sites within the area will be borne by owners and/or developers.

The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the implications of the findings. The paper concludes with a summary of the main findings and a list of references.

The research was conducted using a quantitative approach, with data collected from a survey of 100 participants. The data was analyzed using statistical software, and the results were presented in a series of tables and graphs. The findings of the study indicate that there is a significant relationship between the variables being studied, and that the results have important implications for the field.

The study was limited by a number of factors, including the sample size and the potential for bias. However, the results are consistent with previous research, and the findings are likely to be generalizable to other populations. The study also has a number of strengths, including the use of a well-validated survey instrument and the application of rigorous statistical techniques.

In conclusion, the study provides valuable insights into the relationship between the variables being studied, and the findings have important implications for the field. The study also highlights the need for further research in this area, and the results are likely to be of interest to a wide range of researchers and practitioners.



THE CITY OF

JARRELL

4.4

Date: July 2nd, 2024

Subject: ARPA Contract Amendment

Item: Discussion, consideration and possible action regarding a contract amendment for the ARPA project.

Department: Administration

Staff Member: Jordan Cantu, Director of Development Services

Background Information:

In 2022 Williamson County authorized Lonestar Regional Water Authority ARPA funds for a regional water project on behalf of JSWSC and the City. After consideration of the design with Steve Kallman, the authorized engineer for Lonestar, it was determined the original scope of the project with an elevated tank would not be functional for City operations and service without a pump station. Steve Kallman produced an updated site plan with a pump station becoming the primary focus of the ARPA Project. We have worked with Williamson County to approve the change in funds and the Lonestar Board approved the change order with the engineer, with the condition that the City pays for the change order on the engineering scope of work. This budget amendment would allocate the additional funding to pay for the additional engineering work associated with the project.

Funding:

This action allocates funds in the amount of \$510,000.

Supporting Documentation:

Amendment to ARPA Agreement
ARPA Cost Sharing Agreement
LSRWA Amended Contract for Engineering Services

Recommendation:

Staff recommends approval of the contract amendment.



COST SHARING AGREEMENT – AMENDMENT

ARPA Project

THIS AMENDMENT TO THE COST SHARING AGREEMENT (“Amendment”), effective on the date of execution by all parties is made pursuant to Paragraph 4.a. of the Cost Sharing Agreement executed on January 20, 2023 (“Agreement”) between Lone Star Regional Water Authority (“Authority”) and the City of Jarrell, Texas and Jarrell-Schwertner Water Supply Corporation (collectively, “Participants”). This Amendment modifies the following terms and conditions stated in the Agreement as follows:

1. Under “RECITALS”, the second paragraph is amended to state: “S.D. Kallman, L.P., the engineer for the Authority, has presented an Agreement for Engineering Services to the ARPA Project stating a total cost of \$4,015,000.00, which is comprised of compensation for lump sum services in the amount of \$3,295,000.00 plus a project budget for easement acquisition services, easement purchases, and property surveys in the amount of \$720,000.00 (collectively, “Engineering Services”).
2. Paragraph 2.c. is amended to state: The Authority and Participants agree that costs for the Engineering Services in excess of \$3,295,000.00 for the lump sum services or in excess of \$720,000.00 for the easement and surveying services as described in Exhibit A shall not be incurred without the consent of both the Authority and Participants...”
3. Exhibit A as described in Paragraphs 1 and 2.c. and attached to the Agreement is amended to incorporate the changes to compensation as stated in the attachment to this Amendment identified as Exhibit 1, specifically the document titled “Amendment to Attachment No. 1” found within Exhibit 1.

All other terms and conditions of the Agreement shall remain in full force and effect and shall not be construed to be amended or nullified by this Amendment, except to the extent that any terms in the Agreement directly conflict with this Amendment. In such conflict, the terms of this Amendment shall control, and terms and conditions of the Agreement shall be construed to effectuate the purpose of this Amendment.

**LONE STAR REGIONAL WATER
AUTHORITY**

By: _____

Name, Title

CITY OF JARRELL, TEXAS

By: _____

Name, Title

**JARRELL-SCHWERTNER WATER
SUPPLY CORPORATION**

By: _____

Name, Title

COST SHARING AGREEMENT ARPA Project

THIS COST SHARING AGREEMENT (the "Agreement") is made and entered into as of January 20, 2022, the "Effective Date", by and between Lone Star Regional Water Authority (the "Authority") and the City of Jarrell, Texas and Jarrell-Schwertner Water Supply Corporation (collectively, the "Participants").

RECITALS

Williamson County has offered the Authority a share of the County's State and Local Fiscal Recovery Funds ("SLFR Funds") that have been made available to the County pursuant to the American Rescue Plan Act ("ARPA"). The SLFR Funds have been designated for payment of the costs of constructing a water line and elevated storage tank (the "ARPA Project").

S.D. Kallman, L.P., the engineer for the Authority, has presented an Agreement for Engineering Services for the ARPA Project stating a total cost of \$3,025,000.00, which is comprised of compensation for lump sum services in the amount of \$2,575,000.00 plus a project budget for easement acquisition services, easement purchases, and property surveys in the amount of \$450,000.00 (collectively, the "Engineering Services").

The SLFR Funds can only be used for construction costs of the ARPA Project. The Participants have agreed to jointly fund the Engineering Services, with the objective of facilitating the construction of the ARPA Project to expand the existing water supply facilities available to the Authority and Participants.

The Authority and Participants desire to enter into this Agreement to provide for the Authority to contract with S.D. Kallman, L.P. to perform the Engineering Services and for Participants to advance funds and reimburse the Authority for all costs incurred in connection with the Engineering Services.

AGREEMENT

In consideration of the foregoing recitals and for other good and valuable consideration, the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of the Agreement is to set forth the terms by which Participants shall each pay an equal share of the costs incurred by the Authority in connection with the Engineering Services. The scope of work and the cost of the Engineering Services are more particularly described in the Agreement for Engineering Services, attached hereto as Exhibit A.
2. Deposit and Payment of Eligible Costs. Participants shall provide funds for the Authority to pay the costs of the Engineering Services as provided below:

- a. Within ten (10) days after the Effective Date, Participants shall each deposit with the Authority, Twenty Thousand Dollars (\$20,000.00) in cash or other immediately available funds (the "Deposit"). The Authority shall use the Deposit to pay the costs of the Engineering Services when such costs become due.
 - b. Upon receipt of an invoice for the Engineering Services, the Authority shall provide a copy of each such invoice to the Participants. Provided that neither the Authority nor the Participants have any objection to the invoice, within thirty (30) days after the invoice is provided to the Participants, each Participant shall deposit with the Authority funds comprising a 50% share of the amount due under the invoice.
 - c. The Authority and Participants agree that costs for the Engineering Services in excess of \$2,575,000.00 for the lump sum services or in excess of \$450,000.00 for the easement and surveying services described in Exhibit A shall not be incurred without the consent of both the Authority and Participants. Other than the easement and surveying services, special assignments or services not included in the lump sum services shall not be incurred without the consent of both the Authority and Participants. In the event that the Authority and Participants consent to additional costs, Participants shall pay the Authority equal shares of the additional cost to complete or supplement the Engineering Services.
 - d. When the Engineering Services are completed, the Authority shall return to Participants any remaining portion of the Deposit in equitable shares.
3. Term and Termination. The Agreement shall commence on the Effective Date and shall remain in effect until the Engineering Services are completed.
4. Miscellaneous Provisions.
- a. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein. Any amendments, modifications, or changes to the Agreement shall be in writing and signed by all parties to the Agreement.
 - b. Waivers. Waivers of a breach or default under the Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.
 - c. Severability. If any provision of the Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of the Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.
 - d. Successors and Assigns. The Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

- e. Jurisdiction. The Agreement shall be administered and interpreted under the laws of the State of Texas.
- f. Notices. Notices required by the Agreement shall be personally delivered, mailed, postage prepaid, or delivered via nationally recognized courier as follows:

To Lone Star Regional Water Authority:

Lone Star Regional Water Authority
c/o Tiemann, Shahady & Hamala, P.C.
102 N. Railroad Ave.
Pflugerville, TX 78660

To City of Jarrell, Texas:

City of Jarrell
161 Town Center Blvd.
Jarrell, TX 76537


To Jarrell-Schwertner Water Supply Corporation:

Jarrell-Schwertner Water Supply Corporation
2393 County Road 311
Jarrell, TX 76537

- g. Authority: Each person executing the Agreement covenants and warrants that (i) the party on whose behalf he or she is signing is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment, or formation, (ii) the party has and is duly qualified to do business in the State of Texas, (iii) the party has full power and authority to enter into the Agreement and to perform all of its obligations hereunder, and (iv) each person (and all persons if more than one signs) signing the Agreement is duly and validly authorized to do so.
- h. Counterparts: The Agreement may be executed in counterparts.

[Signature page to immediately follow]

LONE STAR REGIONAL WATER AUTHORITY

By: 
Bryant Smith, President
Name, Title

THE CITY OF JARRELL, TEXAS

By: _____

Name, Title

JARRELL-SCHWERTNER WATER SUPPLY CORPORATION

By: _____

Name, Title

LONE STAR REGIONAL WATER AUTHORITY

By: _____

Name, Title

THE CITY OF JARRELL, TEXAS

By:  _____

PATRICK SHEPEK, MAYOR
Name, Title

JARRELL-SCHWERTNER WATER SUPPLY CORPORATION

By:  _____

Mark E Harkin President
Name, Title

MEMORANDUM

TO: Tom Ray, P.E. General Manager, Lone Star Regional Water Authority

FROM: Steven D. Kallman, P.E.

DATE: May 9, 2024

SUBJECT: ARPA GRANT PROJECT WITH CONSTRUCTION FUNDED
BY WILLIAMSON COUNTY
ADDITION OF GROUND STORAGE TANK AND HIGH SERVICE PUMP
STATION TO PROJECT

The 1 million gallon elevated water storage tank plans are substantially complete. The original height of this tank was 100 feet, which matched the overflow of Lone Star Regional Water Authority's existing 500,000 gallon elevated legged tank of 1,033 feet M.S.L.

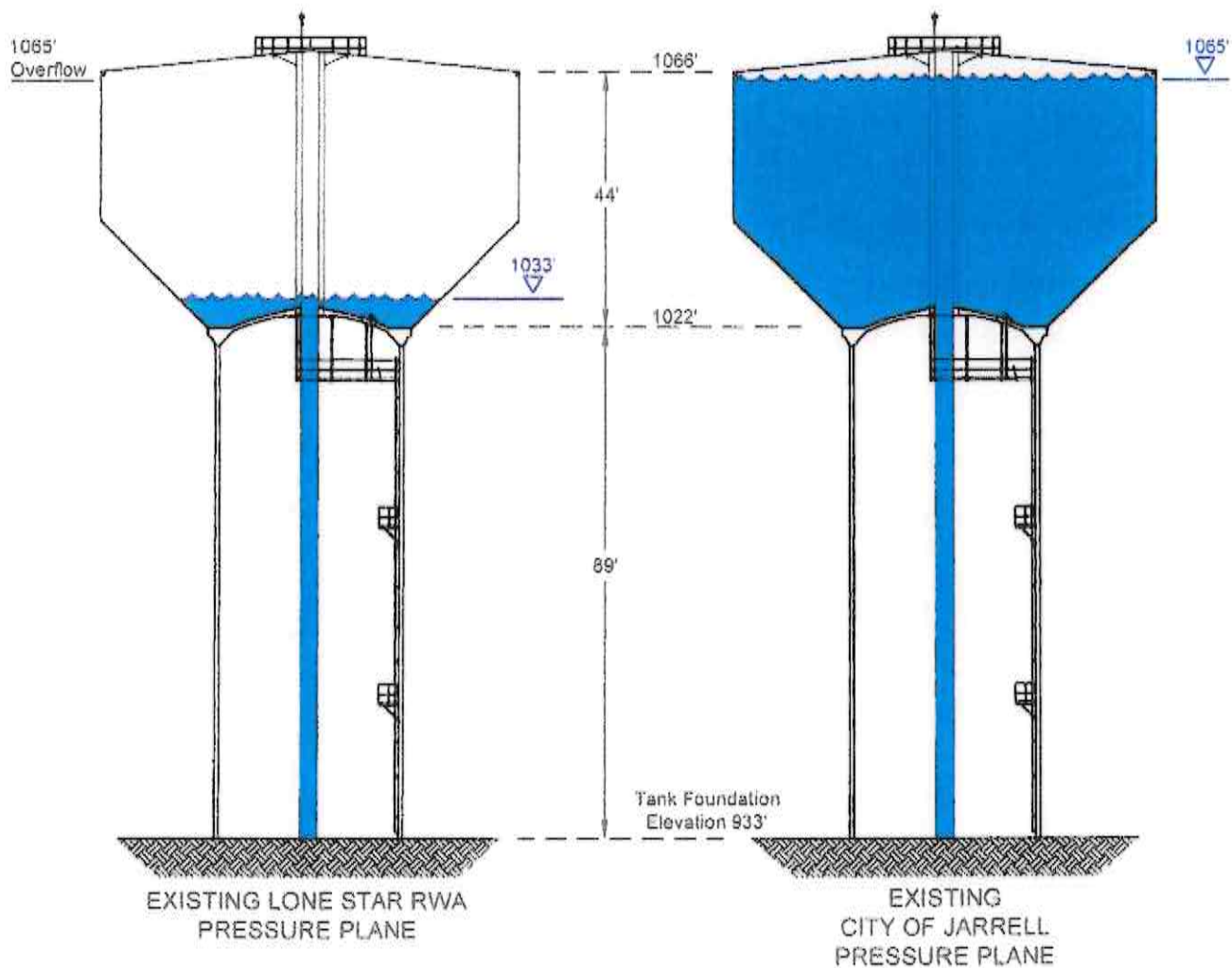
Due to the location of this proposed elevated tank, on the west side of I.H. 35 and north of County Road 310, the City of Jarrell water service area will be the main beneficiary of this new tank. With that in mind, a more usable overflow height for an elevated tank at this site should be 1,065 feet M.S.L., to match the overflow elevation of the City of Jarrell's existing elevated legged tank which is located behind Jarrell City Hall.

Also on the west side of I.H. 35, the problem with building the Williamson County-funded elevated tank at an increased height of 32 feet to an overflow elevation of 1,065 feet is the Lone Star pumping capability to only fill the tank to 1,033 feet (see Figure T-1, attached). The City of Jarrell has asked Lone Star to design a water pump station and ground storage tank on the same site as the proposed 1 million gallon county-funded elevated tank. They would like for the ARPA grant money to be used to build that ground storage tank and water pump station, instead of building the 1,065 foot elevated tank in this phase. The City, when financing is available, would then build the elevated tank on this same site at their expense to a 1,065 foot overflow elevation. See "Preliminary Opinion of Probable Cost" for the "Ground Storage Tank and High Service Pump Station", attached.

A hydropneumatic pressure tank would be provided with the water pump station and ground storage tank design, to control the automatic operation of the high service pumps, so that the pump station could immediately begin serving the Jarrell CCN when it is completed. After the elevated tank on this site is funded and built by the City of Jarrell, the hydropneumatic pressure tank could be removed from service. Lone Star's

Engineer, S.D. Kallman, L.P., stands ready to quickly prepare plans and specifications for this pump station and ground storage tank, so that the 16 inch ARPA water line, pump station and ground storage tank can be bid on the same schedule during this calendar year (2024) and be completed before year ending 2026. Ms. Jordan Cantu, Director of Development Services for the City of Jarrell said that the City of Jarrell would pay for the Engineering Services for the Ground Storage Tank and High Service Pump Station. These funds would be provided to Lone Star Regional Water Authority, who will, in turn, pay S.D. Kallman for this work.

The "blue" water facilities on the attached "Site Plan" show the layout of the pump station and ground storage tank. The ARPA 1 million gallon elevated tank facilities are depicted in "pink".



**ARPA ONE MILLION GALLON
COMPOSITE ELEVATED TANK**

SCALE: 1" = 30'

**FIGURE T-1
PRESSURE PLANE
EXHIBIT**

S.D. KALLMAN, L.P.
Engineers and Environmental Consultants
T&E Firm Registration No. F-516
1106 South Mays, Suite 101
Round Rock, Tx 78664
Phone (512) 218 4404
Fax (512) 218 1668
www.sdkallman.com

**PRELIMINARY OPINION OF PROBABLE COST
LSRWA ARPA GROUND STORAGE TANK AND
HIGH SERVICE PUMP STATION**

_ Conceptual X Preliminary _ Final

Prepared by: Steven D. Kallman, P.E., R.P.L.S.

Date: May 9, 2024

PROJECT:

LSRWA ARPA Ground Storage Tank and High Service Pump Station Improvements

LOCATION:

Alsace Avenue in Jarrell, Texas

No.	Item/Description	Unit	Unit Price	Quantity	Amount
1	Mobilization, Bonds, and Insurance	LS	\$ 237,000.00	1	\$ 237,000.00
2	Three 500 GPM, 40 HP Horizontal Centrifugal High Service Pumps with space for a 4th Pump	L.S.	\$ 60,000.00	1	\$ 60,000.00
3	Pump Station Access Drive with 10" Thick Road Base and Driveway Culvert with Headwalls	L.S.	\$ 45,000.00	1	\$ 45,000.00
4	Site Grading	L.S.	\$ 35,000.00	1	\$ 35,000.00
5	Seven Foot High Chain Link Security Fence and Gates	L.F.	\$ 50.00	1,090	\$ 54,500.00
6	1000 Sq. Ft. Pump Station Building with Split-Face Block Exterior including Reinforced Concrete Foundation	L.S.	\$ 300,000.00	1	\$ 300,000.00
7	1250 Sq. Ft. Electrical and Chemical Building with Split-Face Block Exterior including Concrete Foundation	L.S.	\$ 375,000.00	1	\$ 375,000.00
8	Building Piping, Valves, Fittings, Supports, 4", 12" and 16" Yard Piping, Fire Hydrants, Painting, Heat Trace and Insulation, Chemical Yard Piping and Valves, 2" Blow-Off Valve Assemblies, Sample Taps and Valves	L.S.	\$ 1,011,000.00	1	\$ 1,011,000.00
9	Hach CL17 SC Chlorine Analyzer	EA.	\$ 15,000.00	1	\$ 15,000.00
10	8 foot x 8 foot Reinforced Concrete Vaults for Meter and Static Mixers	EA.	\$ 35,000.00	3	\$ 105,000.00
11	Electrical Equipment, Conduit and Wiring	L.S.	\$ 690,000.00	1	\$ 690,000.00
12	SCADA System	L.S.	\$ 100,000.00	1	\$ 100,000.00
13	Chlorine and LAS Feed Systems	L.S.	\$ 240,000.00	1	\$ 240,000.00
14	500,000 Gallon, 24 Foot High Prestressed Concrete Ground Storage Tank	EA.	\$ 1,500,000.00	1	\$ 1,500,000.00
15	OSHA approved Saf-T-Climb Accessories	EA.	\$ 5,000.00	1	\$ 5,000.00
16	10,000 Gallon Welded Steel Hydropneumatic Pressure Tank	EA.	\$ 95,000.00	1	\$ 95,000.00
17	Emergency Generator	EA.	\$ 130,000.00	1	\$ 130,000.00
18	Trench Safety Plan and Systems	L.F.	\$ 3.00	1,500	\$ 4,500.00
19	Silt Fence for Erosion Control	L.F.	\$ 3.00	750	\$ 2,250.00
20	Stabilized Construction Entrance for Access Drive	EA.	\$ 2,500.00	1	\$ 2,500.00
21	Restoration and Revegetation	L.S.	\$ 30,000.00	1	\$ 30,000.00
22	Furnish all Construction Testing for Soil Densities and Concrete Strength	L.S.	\$ 10,000.00	1	\$ 10,000.00
23	Construction Staking	L.S.	\$ 5,000.00	1	\$ 5,000.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 5,051,750.00
BASIC ENGINEERING FEES:					
DESIGN					\$ 502,000.00
CONSTRUCTION ADMINISTRATION					\$ 100,000.00
INSPECTION					\$ 118,000.00
PRELIMINARY OPINION OF PROBABLE TOTAL PROJECT COST					\$ 5,771,750.00
ROUNDED AMOUNT					\$ 5,772,000.00

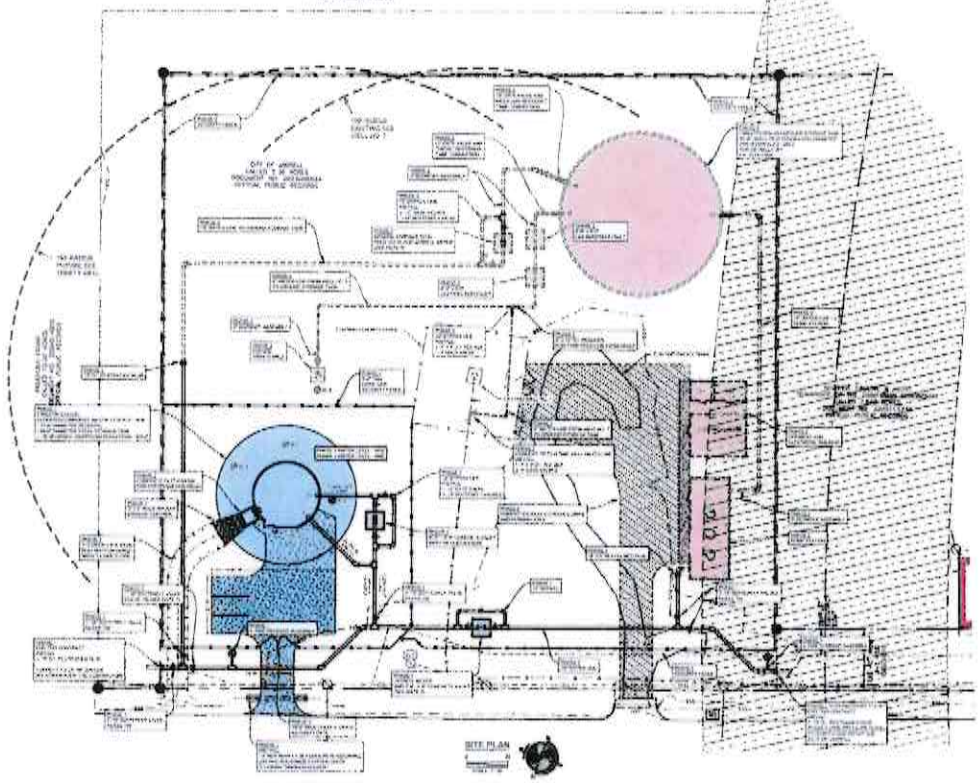
S.D. KALLMAN, L.P.

ENGINEERS AND ENVIRONMENTAL CONSULTANTS
TYPE III REG. # 5-518

1106 SOUTH MAYS, SUITE 101
ROUND ROCK, TEXAS 78664
PHONE: (512) 218-4404 FAX: (512) 218-1888



PROPOSED PLAN
 DATED 10-10-2017
 PREPARED BY: J. J. JONES
 (SEEKING PUBLIC REVIEW)



- LEGEND**
- 1. EXISTING WATER LINE
 - 2. EXISTING GAS LINE
 - 3. EXISTING SANITARY LINE
 - 4. EXISTING POWER LINE
 - 5. EXISTING TELEPHONE LINE
 - 6. EXISTING FIBER OPTIC LINE
 - 7. EXISTING CABLE TV LINE
 - 8. EXISTING RAILROAD
 - 9. EXISTING HIGHWAY
 - 10. EXISTING AIRPORT
 - 11. EXISTING PORT
 - 12. EXISTING CANAL
 - 13. EXISTING DAM
 - 14. EXISTING PUMP STATION
 - 15. EXISTING TREATMENT PLANT
 - 16. EXISTING STORAGE TANK
 - 17. EXISTING BUILDING
 - 18. EXISTING ROAD
 - 19. EXISTING FENCE
 - 20. EXISTING FILL
 - 21. EXISTING EROSION
 - 22. EXISTING VEGETATION
 - 23. EXISTING WETLANDS
 - 24. EXISTING WILDLIFE
 - 25. EXISTING PLANTS
 - 26. EXISTING ANIMALS
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 - 44. EXISTING PAINKILLERS
 - 45. EXISTING SLEEPERS
 - 46. EXISTING CALMERS
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 - 48. EXISTING MUSCLE RELAXERS
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<p>OWNER</p> <p>City of Jarvis</p>		<p>DESIGNER</p> <p>J. J. JONES</p>		<p>DATE</p> <p>10-10-2017</p>		<p>PROJECT</p> <p>City of Jarvis Water Treatment Plant</p>		<p>SCALE</p> <p>AS SHOWN</p>		<p>REVISIONS</p>	
<p>APPROVED</p> <p>J. J. JONES</p>		<p>APPROVED</p> <p>J. J. JONES</p>		<p>APPROVED</p> <p>J. J. JONES</p>		<p>APPROVED</p> <p>J. J. JONES</p>		<p>APPROVED</p> <p>J. J. JONES</p>		<p>APPROVED</p> <p>J. J. JONES</p>	

City of Jarvis

Regional Water Authority

WILLIAMSON COUNTY AREA WATER TREATMENT PLANT

1.0 MILLION GALLONS PER DAY

COMMUNITY WATER STORAGE TANK

10-10-2017

SITE PLAN

1

1

ATTACHMENT NO. 2

**AMENDMENT NO. 1 TO THE AGREEMENT FOR
ENGINEERING SERVICES**

AMENDMENT NO. 1 TO THE AGREEMENT FOR ENGINEERING SERVICES

MADE AND ENTERED INTO by and between **LONE STAR REGIONAL WATER AUTHORITY (LSRWA)**, hereinafter called the "Owner", and **S.D. KALLMAN, L.P. -- ENGINEERS AND ENVIRONMENTAL CONSULTANTS**, hereinafter called the "Engineer".

RECITALS

Project Scope for the Original Agreement:

Owner intends to construct **6.5 miles (34,400 L.F.) of 16 inch Water Line and one 1 million gallon Elevated Tank known as the "Williamson County ARPA Grant Project". The Water Line will begin at the crossing of Lone Star Regional Water Authority's existing 24 inch Water Line at FM 1105 and County Road 303 and extend west to a crossing of IH35 to the Elevated Tank site owned by the City of Jarrell on Alsace Avenue near County Road 310. in Williamson County, Texas. Such improvements are hereinafter referred to as the "Project".**

Project Scope for Amendment No. 1:

The Project scope for Engineering Services for Amendment No. 1 includes all tasks in the Original Agreement as described above plus Engineering Services for the "Ground Storage Tank and High Service Pump Station Project".

The original height planned for the ARPA-funded 1 million gallon Elevated Tank was 100 feet, which matched the overflow of Lone Star Regional Water Authority's existing 500,000 gallon elevated legged tank of 1,033 feet M.S.L.

Due to the location of this proposed elevated tank, on the west side of I.H. 35 and north of County Road 310, the City of Jarrell water service area will be the main beneficiary of this new tank. With that in mind, a more usable overflow height for an elevated tank at this site should be 1,065 feet M.S.L., to match the overflow elevation of the City of Jarrell's existing elevated legged tank which is located behind Jarrell City Hall.

The problem with building the Williamson County-funded elevated tank at an increased height of 32 feet to an overflow elevation of 1,065 feet is the Lone Star pumping capability to only fill the tank to 1,033 feet. The City of Jarrell has asked Lone Star to design a water pump station and ground storage tank on the same site as the proposed 1 million gallon county-funded elevated tank. They would like for the ARPA grant money to be used to build that ground storage tank and water pump station, instead of building the 1,065 foot elevated tank in this **phase**. The City, when financing is available, would then build the elevated tank on this same site at their expense to a 1,065 foot overflow elevation.

A hydropneumatic pressure tank would be provided with the water pump station and ground storage tank design, to control the automatic operation of the high service pumps, so that the pump station could immediately begin serving the Jarrell CCN when it is completed. After the elevated tank on this site is funded and built by the City of Jarrell, the hydropneumatic pressure tank could be removed from service. Lone Star's Engineer, S.D. Kallman, L.P., stands ready to quickly prepare plans and specifications for this pump station and ground storage tank, so that the 16 inch ARPA water line pump station and ground storage tank can be bid on the same schedule during this calendar year (2024) and be completed before year ending 2026. Ms. Jordan Cantu, Director of Development Services for the City of Jarrell said that the City of Jarrell would pay for the Engineering Services for the Ground Storage Tank and High Service Pump Station. These funds would be provided to Lone Star Regional Water Authority, who will, in turn, pay S.D. Kallman for this work.

The "blue" water facilities on the attached "Site Plan" show the layout of the pump station and ground storage tank. The ARPA 1 million gallon elevated tank facilities are depicted in "pink".

CONTRACTUAL UNDERTAKINGS

SECTION I **EMPLOYMENT OF ENGINEER**

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project as stated in the Sections to follow, and for having rendered such services, the Owner agrees to pay to the Engineer compensation as stated in the sections to follow.

SECTION II **CHARACTER AND EXTENT OF SERVICES**

The Engineer shall render the following professional services necessary for the development of the Project:

A. DESIGN PHASE

1. Furnish to the Owner, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, state loan programs, planning advances or to meet the requirements of special programs of the federal government).

2. Field surveys shall be performed to collect information which in the opinion of the Engineer, is required in the design of the Project. Design surveys for the Construction Improvements are included in the "Basic Fee".

3. Prepare detailed specifications and AutoCAD contract drawings, in ink, for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable state and federal agencies for approval.

4. Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities which will be based, wherever practical, on the unit price system of bidding. The Engineer shall not be required to guarantee the accuracy of these estimates.
5. Furnish the Owner all necessary copies of approved plans, specifications, notices to bidders, and proposals.
6. Provide information on utilities to be relocated in connection with the project. Utilities to be relocated by others shall be noted on the plans. Corporation-owned utilities to be relocated also shall be noted on the plans.
7. Geotechnical Investigation and Report for Elevated Tank Site is included in the "Basic Fee".

C. CONSTRUCTION PHASE

1. Assist the Owner in the advertisement of the Project for bids.
2. Assist the Owner in the opening and tabulating of bids for construction of the Project, and recommend to the Owner as to the proper action on all proposals received.
3. Prepare formal Contract Documents for the contracts in accordance with the requirements of the Texas Water Code.
4. Provide inspection services for the Project.
5. Consult and advise with the Owner; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.
6. Review samples, catalog data, schedule, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
7. Construction staking shall be the responsibility of the construction contractor and shall be included in his bid proposal.
8. Review monthly and final estimates for payments to contractors, and furnish to the Owner any necessary certifications as to payments to contractors and suppliers.
9. Conduct, in company with the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the Contract Documents, and approve in writing final payment to the contractors.
10. Revise contract drawings, with the assistance of the resident Project Representative, or the Owners representative, to provide record drawings of the completed Project. Furnish one set of reproducible drawings, one set of prints and one electronic AutoCAD file of these revised drawings to the Owner.

completion of all work authorized in the Construction Phase the Engineer will be paid the remainder of the charge for this Phase.

C. SPECIAL ASSIGNMENTS AND SERVICES NOT INCLUDED IN ABOVE LUMP SUM CHARGES

The charges above described in the Preliminary, Design and Construction Phases shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him, or under his direction, except the services set forth below. These excluded services and Special Assignments, and the compensation to be paid by the Owner to the Engineer for their performance, as required, are based on Lump Sum or Hourly Fees. For Hourly Services, refer to Attachment No. 2 – Hourly Rate Schedule.

1. Preparation of any special reports required for marketing of bonds.
2. Appearances before regulatory agencies.
3. Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the Owner.
4. Assistance to the Owner as an expert witness in any litigation with third parties, arising from the development or construction of the Project.
5. Property survey and field notes for water line easement and site acquisition.
6. Site and water line easement acquisition services.
7. Public Notice costs to advertise Project in appropriate newspapers.
8. Detailed mill, shop and/or laboratory inspection of materials or equipment.

Payments to the Engineer for authorized services not in the basic charges will be made by the Owner, upon presentation of statements by the Engineer for such services.

SECTION VII
REVISIONS TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner, which, for its proper execution, involves extra services and expenses for changes in, or addition to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delays imposed on him from cause not within his control, such as by (but not limited to) the readvertisement for bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expenses, which services and expenses shall not be considered as covered by the percentage fee stipulated in this Agreement. Compensation for such extra services shall be in accordance with Attachment No. 2 - Hourly Rate Schedule. However, no extra compensation will be granted to the Engineer for correcting errors in the plans or errors in the design of the Project or for revising design or plans when such design and plans prove not to be feasible for construction.

SECTION VIII OWNERSHIP OF DOCUMENTS

Engineer shall retain ownership of all original documents, plan designs, and survey notes on all projects that are not completed and for which Engineer is not compensated regardless of whether the instruments were copyrighted. Additionally, all such documents for which Engineer is not compensated Owner will not reuse for extensions of the original project or new projects unless Owner shall secure the permission of Engineer and Engineer shall be entitled to further compensation for the use of such documents.

All original documents, plan designs, and survey notes for completed or partially completed projects for which Engineer has been compensated shall be the property of Owner and Engineer and reproducible copies shall be furnished to the Owner upon request. The use by either party of such documents is unrestricted.

SECTION IX ARBITRATION UNDER TEXAS GENERAL ARBITRATION ACT

A. Any controversy hereafter arising between Owner and Engineer in connection with this Agreement and any liability or claimed liability created hereunder or incident hereto or pertaining to the enforcement of any provision, condition or covenant herein shall be submitted to arbitration under the terms of the Texas General Arbitration Act. Either party may invoke this provision for arbitration by giving the other party notice in writing demanding that such controversy be submitted to arbitration, which notice shall also contain the appointment of an arbitrator by the demanding party. The party receiving such notice of arbitration must, within five (5) days after receiving same, mail to the demanding party a notice of appointment of a second arbitrator. Such two arbitrators shall meet forthwith and agree in writing upon a third arbitrator, and shall immediately give the parties written notice of the third arbitrator's appointment.

B. If the party upon whom the demand for arbitration is served fails to give the demanding party the required notice of the appointment of the second arbitrator within the required five (5) days, the demanding party may apply to the court under Article 226, Revised Statutes of 1925, to appoint the second arbitrator. If the first two arbitrators fail to agree upon a third arbitrator within ten (10) days from the date the second arbitrator was appointed, either party may apply to the court, under such Article 226, for the appointment of the third arbitrator.

C. The proceedings of the arbitrators, the award made by the arbitrators and the endorsement of such awards shall be governed by the Texas General Arbitration Act, Articles 224 through 238-6, inclusive, Revised Statutes of 1925, as amended.

D. This entire Section IX providing for arbitration shall survive the termination of this Agreement under any of its provisions, and any controversy between Owner and Engineer existing when the Agreement terminates shall continue to be subject to arbitration hereunder.

SECTION X TERMINATION

Either party to this Agreement may terminate the Agreement by giving to the other thirty (30) days notice in writing. Upon delivery of such notice by the Owner to the Engineer, and upon expiration of the thirty-day period, the Engineer shall discontinue all services in connection with the performance

of this Agreement and shall exceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, shown in detail the services performed under this Agreement to the date of termination. The Owner shall then pay the Engineer promptly that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services call for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner and if this Agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VIII.

SECTION XI **ADDRESS OF NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed or delivered to the Engineer at the following address:

S.D. KALLMAN, L.P. ~~
ENGINEERS & ENVIRONMENTAL CONSULTANTS
1106 S. Mays St., Suite 101
Round Rock, Texas 78664

All notices and communications under this Agreement shall be mailed or delivered to the Owner at the following address:

LONE STAR REGIONAL WATER AUTHORITY
113 Limestone Terrace
Jarrell, Texas 76537

SECTION XII **SECTION CAPTIONS**

Each section under the Contractual Undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Section or in any way determine its interpretation or application.

SECTION XIII **SCHEDULE OF COMPLETION**

The Engineer will fulfill the scope of services included in the Project in a professional and timely manner. The Owner's wishes and requirements regarding the project will be conveyed through the Owner's designated representative, and the Engineer shall confer frequently with this individual throughout the project.

SECTION XIV **SUCCESSORS AND ASSIGNS**

The Owner and the Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the

Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any public body which may be a party hereto.

SECTION XV
ATTORNEY'S FEES

In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the parties hereby agree that the prevailing party shall be awarded reasonable attorneys' fees and costs.

This Amendment is EXECUTED in two (2) counterparts (each of which is an original) on behalf of the Engineer by its President shown below, and on behalf of the Owner (thereunto duly authorized).

EXECUTED this, the _____ day of _____, 2024.

BY: **LONE STAR REGIONAL WATER
AUTHORITY**

BY: **S.D. KALLMAN, L.P. --
ENGINEERS & ENVIRONMENTAL CONSULTANTS**

Bryant Smith
President of the Board

Steven D. Kallman, P.E., R.P.L.S.
President/General Partner

**AMENDMENT TO
ATTACHMENT NO. 1**

**ENGINEER'S COMPENSATION FOR
THE "WILLIAMSON COUNTY ARPA GRANT PROJECT"**

The Owner shall compensate the Engineer in the following amounts for providing the **Basic and Special Services** (if required) described in this Agreement.

The **Basic Lump Sum Services** include Design Phase services for preparation of Plans and Specifications, governmental approvals, assistance in advertising (Owner pays publication costs) and receiving Bids, and Construction Phase services for Construction Administration, Inspection Services, Surveying Services, Geotechnical Report and preparation of as-built drawings and attendance at meetings as requested.

The **Special Services** include items of work listed in Section VI D that may be required, when authorized by the Owner.

Payment Schedule - Basic Lump Sum Services (500,000 Gallon Ground Storage Tank and 2 MGD High Service Pump Station added to Project as Amendment No. 1):

Compensation for **Basic Lump Sum Services** is itemized as follows:

<u>TASK</u>	<u>ORIGINAL COMPENSATION</u>	<u>ADDITIONAL COMPENSATION</u>	<u>TOTAL COMPENSATION</u>
<u>DESIGN</u>			
DESIGN PHASE - PLANS AND SPECIFICATIONS, DESIGN SURVEYS, GEOTECHNICAL INVESTIGATION REPORT	\$1,950,000.00	\$502,000.00	\$2,452,000.00
<u>CONSTRUCTION</u>			
CONSTRUCTION PHASE - BIDDING PHASE AND CONSTRUCTION ADMINISTRATION	\$300,000.00	\$100,000.00	\$400,000.00
INSPECTION SERVICES	<u>\$325,000.00</u>	<u>\$118,000.00</u>	<u>\$443,000.00</u>
TOTAL COMPENSATION - BASIC LUMP SUM SERVICES	\$2,575,000.00	\$720,000.00	\$3,295,000.00

Note: The following items are critical to the completion of the "Project", but are not included in the Engineer's work tasks, nor compensation:

• Easement Acquisition Services	\$100,000.00	\$0.00	\$100,000.00
• Easement and Site Purchase including Property Survey and Field Notes	<u>\$350,000.00</u>	<u>\$0.00</u>	<u>\$350,000.00</u>
Total Project Budget for Easement Acquisition Services, Easement Purchases, Site Purchases and Property Surveys with Field Notes	\$450,000.00	\$0.00	\$450,000.00
Total Project Budget for ARPA Grant Project Soft Costs	\$3,025,000.00	\$720,000.00 **	\$3,745,000.00

** The City of Jarrell has requested that the Ground Storage Tank and High Service Pump Station be designed and constructed to replace the proposed 1 million gallon Composite Elevated Tank project and will be responsible for the additional \$720,000 Engineering Cost. The original ARPA construction funds budgeted to construct the Elevated Tank will be used to fund the construction of the Ground Storage Tank and High Service Pump Station. The City of Jarrell will fund the construction of the Elevated Tank at a later date.

ATTACHMENT NO. 2
HOURLY RATE SCHEDULE

<i>Classification</i>		<i>Hourly Rate</i>
1.	Corporate Officer / Registered Professional Engineer	\$ 250.00
2.	Project Manager	\$ 160.00
3.	Project Inspector	\$ 140.00
4.	Design Technician Including AutoCAD Station	\$ 140.00
5.	Secretarial Personnel, including Word Processor	\$ 115.00
6.	Mileage Reimbursement	@ \$0.625 per mile
7.	Reimbursement for Direct Non-Labor Expense and Sub-Contractor Expense	Cost

Does not include any applicable sales taxes.

Addendum to Agreement for Engineering Services
Project: Williamson County ARPA Grant Project

Insurance Requirements

Engineer shall, at its expense, be responsible for assuring that Engineer and any person acting on Engineer's behalf under this agreement carry the following insurance with one or more insurance carriers licensed by the Texas Department of Insurance at any and all times that Engineer is acting pursuant to this Agreement, in such amounts as shown below:

- (a) Worker's Compensation Insurance (Statutory Coverage) and Employer's Liability Insurance with the following limits:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

- (b) General Liability Insurance. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Engineer, with coverage provided in amounts not less than \$1,000,000. The policy shall provide a deductible not exceeding \$0.00 per occurrence.

- (c) Business Auto. Automobile or similar insurance covering claims of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, owned, non-owned or hired, providing coverage in the amount of not less than \$1,000,000 per occurrence for bodily injury and property damage, or Combined Single Limit (bodily injury and property damage). The policy shall provide a deductible not exceeding \$1,000 per occurrence.

- (d) Professional Liability Insurance. Professional liability insurance in the amount of \$1 million, \$10,000 deductible to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the Engineer or any person employed or acting on the Engineer's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.

The Engineer shall cause certificates of insurance evidencing the above coverage to be provided annually to Owner during the Term. The insurance policy required under (b) above, shall name the Owner as an additional insured with regard to the Project; shall reflect that Owner will receive thirty (30) days prior written notice of cancellation or material change in coverage; and shall reflect that the insurer has waived any right of subrogation against Owner.

BY: LONE STAR REGIONAL WATER
AUTHORITY



Bryant Smith
President of the Board

BY: S.D. KALLMAN, L.P. —
ENGINEERS & ENVIRONMENTAL CONSULTANTS



Steven D. Kallman, P.E., R.P.L.S.
President/General Partner





THE CITY OF
JARRELL

Date: July 2nd, 2024

Subject: Budget Amendment

Item: Discussion, consideration and possible action regarding a budget amendment for FY24.

Department: Administration

Staff Member: Danielle Singh, City Manager

Background Information:

In 2022 Williamson County authorized Lonestar Regional Water Authority ARPA funds for a regional water project on behalf of JSWSC and the City. After consideration of the design with Steve Kallman, the authorized engineer for Lonestar, it was determined the original scope of the project with an elevated tank would not be functional for City operations and service without a pump station. Working with Steve Kallman produced an updated site plan with a pump station becoming the primary focus of the ARPA Project. We have worked with Williamson County to approve the change in funds and the Lonestar Board approved the change order with the engineer, with the condition that the City pays for the change order on the engineering scope of work. This budget amendment would allocate the additional funding to pay for the additional engineering work associated with the project.

Expenses to manage our sanitary sewer system have been higher than anticipated. We had two significant line breaks by contractors not associated with the City that have contributed to the additional costs. We will attempt to recover these costs from the responsible parties, but are still required to pay Inframark for their services. Revenues in the utility fund are higher than anticipated as well. We have collected approximately 88% of expected revenues, at only 75% of the fiscal year. In addition, revenues for utilities peak over the summer months. We have also brought a new water and wastewater operations contract for the Council's consideration in order to further mitigate the high costs for service.



Funding:

This action allocates funds in the amount of \$414,400 for the ARPA contract amendment. The total cost of the additional engineering services is \$720,000, but there are additional funds in the project budget to cover the difference.

This action allocates funds in the amount of \$400,000 to cover wastewater operations. This funding is available in the utility fund balance, but increased revenues will cover the additional expenditures to keep the fund balanced.

Supporting Documentation:

Budget Amendment

Recommendation:

Staff recommends approval of the budget amendment.

Budget Amendments				
	Account:	Description	Amount	Rational
Expense:				
7/2/2024	02-300-6324	Sewer Contract Labor	\$ 400,000.00	Expenses and Revenues are higher than budgeted.
7/2/2024	09-975-6873	Wilco Waterfield Project	\$ 414,400.00	ARPA Project Contract Amendment
Income:				
7/2/2024	02-000-3000	Fund Balance (Utility Fund)	\$ 400,000.00	Expenses and Revenues are higher than budgeted.
7/2/2024	10-202-6907	Transfer to CPF	\$ 414,400.00	ARPA Project Contract Amendment





THE CITY OF

JARRELL

Date: July 2nd, 2024

Subject: Crossroads Operations Contract

Item: Discussion, consideration and possible action regarding a contract for Water and Wastewater Operations and Maintenance with Crossroads Utility Service

Department: Administration

Staff Member: Jordan Cantu, Development Services

Background Information:

The previous two months with Inframark has continued to show egregious cost increases not included within the scope of our contract. There have been several instances of failure to provide customer service not only to residents but also to City Staff. On June 7th, 2024 we received a letter from the TCEQ noting deficiencies in the day to day operations provided by Inframark. Given the information we have, City Staff has recognized the need to find a new third party contractor for operations and Maintenance services.

As part of this contract, Crossroads will provide training for in-house staff and transition services to bring operations in-house over the next several years. This item includes the hiring of an internal operator that will be trained to take over operations from Crossroads allowing us to bring operations and maintenance internal and provide services that are more economically feasible. The initial operator position salary range is \$75,000 to \$105,000.

Funding:

This contract allows for \$50,500 in base rate for the daily operations and allows up to \$10,000 in additional expense for emergencies and up to \$3,000 in non-emergency billing prior to needing City Staff approval.

This contract will replace the existing contract with Inframark.

Supporting Documentation:

Contract

Recommendation:



Staff recommends approval of the contract.



STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

A PROFESSIONAL SERVICE CONTRACT

This Professional Service Contract ("Contract") is entered into effective _____ by and between The City of Jarrell , a General-Law City("CITY "), and **Crossroads Utility Services, L.L.C.**, a Texas Corporation ("CROSSROADS").

RECITALS

The CITY owns, or plans to construct, and operates, or plans to operate, a wastewater collection and treatment system, water distribution and treatment system consisting of the facilities described in **Exhibit "A"** (the "Facilities"). The CITY affirms to CROSSROADS that the Facilities:

- 1) Have been, or will be, built in accordance with all applicable local, state and federal regulations,
- 2) Are or will be in good working order,
- 3) Do not contain any known defective equipment, and
- 4) Are suitable and adequate for the reasonable need of the CITY's present and/or expected future customers.

The CITY desires to engage the services of CROSSROADS for the operation of the CITY's Facilities, and CROSSROADS desires to serve as the operator for the CITY.

CROSSROADS warrants that all services performed pursuant to this Contract shall be of good quality and be performed in a professional manner. The standard of care for all professional and related services performed or furnished by CROSSROADS under this Contract will be the care and skill ordinarily used by members of CROSSROADS' profession practicing under similar conditions at the same time and in the same general locality. This contract provides for CROSSROADS to furnish to the CITY certain services for the proper maintenance and operations of the Facilities; and to receive compensation from the CITY for those services rendered, all in accordance with the following terms and conditions:

ARTICLE I.
BASE FEE SERVICES

Section 1.00 Base Fee Services. CROSSROADS will perform all of the services stated in this Article I. The cost for the services to be performed by CROSSROADS for the CITY is included in the base operations fees to be paid by the CITY to CROSSROADS in accordance with the fee schedule in **Exhibit "B"**.

Section 1.01 Certified Personnel. The Facilities will be operated only under the direct supervision of personnel who possess valid Operational Licenses as required by the State of Texas, each of whom will maintain continuing education consistent with requirements of the State of Texas.

Section 1.02 Administrative Services

Section 1.02.01 Staffing. CROSSROADS will provide qualified administrative personnel to conduct the daily business of the CITY.

Section 1.02.02 Insurance Claims. CROSSROADS will file and monitor any insurance claims made by the CITY as requested by the CITY Staff.

Section 1.02.03 Staff Directives. CROSSROADS will carry out CITY Staff directives in a prompt manner and report to the City staff on all actions taken in response to such directives.

Section 1.03 Facilities Inspections. CROSSROADS will inspect and operate the Facilities as listed in **EXHIBIT "A"** as necessary to conform to regulatory requirements and standard industry operational practices, and will maintain a written log of each inspection as part of the CITY 's records.

Section 1.04 Routine Preventive Maintenance. CROSSROADS will perform, as required, routine preventive maintenance on equipment at the Facilities as specified by the respective equipment manufacturers to extend the useful life of the equipment. In the performance of such routine preventive maintenance, CROSSROADS will utilize its certified personnel as defined in Section 1.01 of this contract along with any tools and equipment in CROSSROADS' certified personnel's possession. The CITY will pay CROSSROADS for such services based on the rates for personnel and equipment reflected in **Exhibit "C"**, and/or the materials and subcontract provisions reflected in **Exhibit "B"** as applicable. CROSSROADS will maintain records for the CITY of the maintenance performed on the CITY 's equipment and facilities.

Section 1.05 24-Hours Service Center. CROSSROADS will maintain and operate a Service Center (the "Service Center"), 24 hours a day, every day of the year. The telephone number of the Service Center will be clearly displayed on all the CITY Facilities. The Service Center will provide a communications interface between the CITY management and field personnel. The Service Center will maintain, to the extent reasonably possible, the ability to operate during natural disasters.

Section 1.06 Telemetric Monitoring. CROSSROADS will, monitor telemetric signal devices installed at or in the Facilities. Installation of such devices will be at the CITY's discretion and expense.

Section 1.07 Chemical Inventories. CROSSROADS will manage and maintain an inventory of chemicals routinely used in the operation of the Facilities. Chemical inventories will be stored at the Facilities in quantities sufficient to assure continuous operation of the Facilities.

Section 1.08 Board Meetings. A representative of CROSSROADS, upon request by the CITY staff will attend all regularly scheduled meetings of the CITY's Council. and all special meetings that have an agenda item pertaining to the operations of the Facilities.

Section 1.09 Monthly Operations Report. CROSSROADS will submit to the CITY a monthly operations report, which will include at least the following information:

1. Total wastewater treated
2. Total water treated
3. Water accountability report
4. Wastewater permit compliance report
5. Insurance claims filed or pending disposition
6. Summary of maintenance and repairs for all facilities
7. The Texas Commission on Environmental Quality ("TCEQ") and the United States Environmental Protection Agency ("EPA") permit reports if applicable
8. Copies of all reports and correspondence made by CROSSROADS to or received from local, state or federal regulatory agencies on behalf of the CITY.

A clear audit trail of all CROSSROADS' transactions on behalf of the CITY will be maintained by CROSSROADS. Records of such transactions will be available to the CITY's auditor during normal

working hours. CROSSROADS will cooperate in and provide adequate working space for the conduct of audits.

Section 1.10 Operational Budgeting. CROSSROADS will coordinate with the CITY 's staff to provide input for items pertaining to the CITY 's operations budget each year as part of the CITY 's annual budgeting process.

Section 1.11 Correspondence and Inquiries. CROSSROADS will respond to all correspondence and/or inquiries from the CITY 's staff, in a prompt and professional manner.

Section 1.12 Customer Relations. CROSSROADS will render to the CITY all reasonable assistance in the promotion of good relations with the CITY's customers.

Section 1.13 Compliance Reports. CROSSROADS will promptly prepare and submit operational and compliance reports required by the TCEQ, the EPA, and any other local, state or federal agency in accordance with the filing deadlines and approved delivery methods for such agencies. Unless another method of submission is approved by the regulatory agency, said reports shall be submitted by certified mail, return receipt requested. CROSSROADS will ensure that all test results are handled in accordance with all applicable agency rules and will inform the CITY immediately and also in the monthly operations report if any facilities are not in compliance with such agencies' rules.

Section 1.16 Disconnects/Reconnects/Service Transfers . CROSSROADS will coordinate with City staff for disconnection, reconnections and transfer of water service in accordance with the delinquency policies set by the CITY. CROSSROADS will coordinate with City staff to re-establish water service either when the customer pays all amounts required, or when directed to do so by City staff. The field cost for water disconnections and reconnections shall be billed in accordance with **Exhibit "C"**.

ARTICLE II.

OPERATIONAL SERVICES TO BE PERFORMED BY CROSSROADS

Section 2.00 Operational Services. CROSSROADS will provide the operational services stated in this Article II. The CITY will pay CROSSROADS for such services based on the rates for personnel and equipment reflected in **Exhibit "C"**, and the materials and sub-contract provisions reflected in paragraphs III and IV of **Exhibit "B"**, as applicable, unless otherwise noted in this Article II.

Section 2.01 Emergency Repairs. CROSSROADS will respond to any emergency (as hereinafter defined) throughout the year regardless of the day or the time of day. In all cases where, in the opinion of CROSSROADS, the estimated costs of repair will exceed \$10,000 per occurrence, CROSSROADS will contact the authorized CITY representative as designated by the Staff to notify the CITY of the particular situation. The fact that said notification cannot be made in a timely manner will neither relieve CROSSROADS of its responsibility to perform the required repair, nor limit the cost of repairs billed in accordance with the pricing covenants of this contract,

Emergencies are defined as, but are not limited to:

1. A hazardous condition;
2. Water related emergencies
3. A blockage of any type in the sewage collection system or treatment plant; or
4. A condition, which, in the opinion of CROSSROADS, or any authorized CITY representative, poses an immediate threat to develop into one of the three emergencies, listed above.

Section 2.02 Non-Emergency Repairs. CROSSROADS will, during its regular workday, perform repairs that are not emergencies as defined in Section 2.01 above. CROSSROADS will schedule such non-emergency repairs on a first-call, first-serve basis, unless specifically asked to accelerate its response to a particular item by an authorized CITY representative prior to performing nonemergency repairs when, in CROSSROADS' opinion, the estimated cost of said repair will exceed \$3,000.00 per occurrence.

Section 2.03 Water or Wastewater Complaints. CROSSROADS will promptly investigate each water or wastewater complaint received from the CITY's customers. CROSSROADS will take appropriate action to address such complaints. Service calls originated by CITY customers shall be billed in accordance with the rates set forth in **Exhibit "C"**.

Section 2.04 Other Laboratory Testing. CROSSROADS will perform, or have performed, all other sampling and laboratory analyses necessary to meet all state and federal water or wastewater monitoring rules and regulations. CROSSROADS will perform, or have performed, other tests, including but not limited to, those requested by the CITY, the TCEQ, the EPA, or any other governmental agency with jurisdiction over the CITY's facilities. The CITY will pay lab fees directly for any sampling and laboratory analysis.

Section 2.05 Materials Purchasing. CROSSROADS will purchase and deliver materials required to provide services under this Contract and will bill the CITY for such materials at actual cost plus the administrative fee described in paragraph III of **Exhibit "B"**.

Section 2.06 Installation of Telemetric Equipment. CROSSROADS will coordinate with City staff. Costs for the development, and coordination of Supervisory Control and Data Acquisition ("SCADA") installation equipment as requested by CITY staff in accordance with **EXHIBIT "C"**

ARTICLE III.

INSPECTION SERVICES

Section 3.00 Inspections. Upon approval from the CITY, CROSSROADS will perform water and sewer tap inspections before authorizing the service connection. The CITY will pay CROSSROADS for each such inspection in accordance with **Exhibit "C"**. CROSSROADS will not perform any of the non-emergency inspections described in Article III on an overtime basis without prior authorization by the CITY. CROSSROADS will perform testing necessary to inspect the tap of the sewer connection and potable meter connection.

Section 3.01 Grease Traps. CROSSROADS will, at the CITY's request, perform grease trap inspections in accordance with the CITY's current rules and regulations governing sanitary sewer connections. Costs of each inspection will be reimbursed to CROSSROADS. Any violation will be reported to the violator and any governmental entity as required, and copies of such reports will be submitted to the CITY and become part of the CITY's records.

Section 3.02 Other Inspections. CROSSROADS will perform such other inspections as the CITY may request, or which CROSSROADS, with prior approval by the CITY, believes are necessary to protect the integrity of the Facilities and maintain the health and safety of the public or as required by local, state, or federal regulations or laws. Costs of special inspections and any repairs noted shall be reimbursed to CROSSROADS. CROSSROADS may from time to time utilize a 3rd party sub-contractor to perform inspections as it deems necessary.

ARTICLE IV **INSURANCE**

CROSSROADS will have and maintain throughout the term of this Contract, and will deliver to the CITY certificates of insurance evidencing the following insurance coverage:

1. Workers Compensation as prescribed by law	Statutory
2. Comprehensive General Liability	\$1,000,000
3. Completed Operations (Coverage for work performed)	\$1,000,000
4. Aggregate (combined)	\$2,000,000
5. Vehicle Liability/Excuses Liability	\$1,000,000
6. Crime (Covers criminal or fraudulent acts of our employees)	\$2,000,000
7. Umbrella	\$3,000,000
8. Pollution	\$3,000,000

Such policies of insurance shall name the CITY as an additional insured, shall contain a waiver of subrogation in favor of the CITY and shall provide that they may not be changed, terminated, or canceled without 30 days prior written notice being first given to the CITY. Each such policy shall contain a primary

endorsement stating "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy." CROSSROADS shall obtain such required insurance from companies licensed to transact business in Texas and having a Bests rating of B+/VII or better. If CROSSROADS does not maintain insurance policies in the amounts specified at any time during the term of this Contract, such failure shall constitute a default by CROSSROADS under this Contract and the CITY shall have the right to immediately terminate this Contract by the giving of written notice to CROSSROADS.

ARTICLE VI.

GUARANTIES, INDEMNITY AND LIMITATIONS

Section 6.00 Guaranties. CROSSROADS will use generally accepted business practices in the water and wastewater industry related to procuring materials and equipment. CROSSROADS will be neither responsible nor liable for any guaranty or guaranties of or in connection with such materials or equipment. CROSSROADS will use reasonable efforts to obtain the standard guarantees applicable in the particular industry manufacturing such materials or equipment and will assign same to the CITY.

Section 6.01 Damage to Facilities. CROSSROADS will not be required to repair or replace any of the Facilities damaged due to flood, fire, explosion, riot, revolutions, civil disturbance, war, pandemics, endemics, acts of God or due to the acts or omissions of any entity or person other than CROSSROADS, its employees, agents, representatives or subcontractors. CROSSROADS will notify the CITY of such damage, both orally and in writing, as soon as possible after the damage occurs and make such repairs or replacements as the CITY may authorize. CROSSROADS will promptly submit claims to the CITY 's insurance carrier for covered losses and shall work with the CITY 's insurance carrier to provide additional information as requested.

Section 6.02 Indemnity.

AS PART OF THE CONSIDERATION FOR THE CONTRACT, CROSSROADS, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, DIRECTORS, STAFF REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING ATTORNEY'S FEES), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM CROSSROADS' WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS CONTRACT. THIS INDEMNITY AND HOLD HARMLESS AGREEMENT WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY CROSSROADS OR ANY SUBCONTRACTOR OR AGENT OF CROSSROADS.

Section 6.03 Reasonable Diligence. CROSSROADS agrees to use due diligence and good business practices in the operation of the CITY's Facilities. CROSSROADS will be liable for any direct loss, injury or damages resulting from the diminution or interruption of service within the CITY's Facilities that is caused by or results from direct improper or inadequate operation of the Facilities by CROSSROADS or the willful misconduct, recklessness or negligence (whether active, passive or gross) of CROSSROADS, its employees, representatives, agents or subcontractors.

Section 6.04 Abnormal Conditions. If the CITY's Facilities contain abnormal, toxic or other substances which cannot be removed or treated by the CITY's existing Facilities and/or which result in or may result in violations of local, state or federal regulations, CROSSROADS will use its best efforts to clean-up or remove such substances. However, CROSSROADS will not be responsible for associated damages, fines, penalties or claims resulting therefrom unless due to the intentional, willful, reckless, or negligent (whether active, passive or gross) acts, omissions or other operations of CROSSROADS, its employees, representatives, agents or subcontractors. CROSSROADS will advise the CITY of the abnormal situation and planned corrective action within forty-eight (48) hours of occurrence.

Section 6.05 Force Majeure. Neither the CITY nor CROSSROADS will be in default if performance of their respective obligations under this Contract is delayed, disrupted or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, pandemic, act of government, its agencies or offices, or any other cause beyond the control of the parties (collectively, "Force Majeure"). Upon occurrence of any such event, CROSSROADS will operate the Facilities to the best of its ability under the circumstances, and CROSSROADS will not be responsible for any damages, fines,

penalties or claims resulting there from. If any additional expense is incurred by CROSSROADS in such operation, that expense will be deemed to be an extraordinary expense, which will be paid by the CITY to CROSSROADS in accordance with the rates for personnel in **Exhibit "C"**.

Section 6.06 Compliance with Applicable Laws. CROSSROADS will operate the Facilities in compliance with all applicable local, state and federal laws, rules and regulations.

Section 6.07 Professional Services. CROSSROADS warrants that all services performed by it pursuant to this Contract shall be of good quality and be performed in a professional manner. The standard of care for all professional and related services performed or furnished by CROSSROADS under this Contract will be the care and skill ordinarily used by members of CROSSROADS' profession practicing under similar conditions at the same time and in the same general locality.

ARTICLE VII.

PAYMENT

The CITY will pay CROSSROADS for services to be rendered under this Contract in accordance with the fee schedules contained in **Exhibits "B" and "C"**. CROSSROADS shall provide its invoices to the CITY's staff at least five (5) business days prior to the next scheduled CITY council meeting. If said invoices are provided as set forth above and if the CITY fails to issue a check to CROSSROADS to pay the undisputed invoiced amount at the first CITY council meeting held after receipt of the invoice, and no later than 60-days after issuance, the CITY will pay to CROSSROADS, in addition to the amount owed, interest at a rate of the lesser of i) one percent (1%) per month or ii) the maximum amount allowed by law, which interest will accrue beginning the 10th day following the date of such meeting until payment is received by CROSSROADS or as otherwise provided by law. In the event any invoiced amount is disputed, interest shall only accrue, at the rate set forth above, beginning on the date on which the payment becomes delinquent following the meeting of the CITY Council at which the dispute is resolved. In the event that the CITY does not meet within a two (2) month period to resolve the dispute, then after ninety (90) days past the invoiced date, interest will begin to accrue monthly,

ARTICLE VIII.

TERM, TERMINATION, AND RECORDS

Section 8.00 Term. This Contract commences on the date first set forth herein, and will remain in effect until September 30, 2025 subject to the right of either party to terminate this Contract as set forth herein.

Section 8.01 Termination. In addition to other termination provisions specifically set forth herein, either party, without cause, may terminate this contract by the giving of ninety-day (90) written notice of such termination to the other party at its address of record (Section 9.06).

Section 8.02 CITY Records. CROSSROADS will maintain records that CROSSROADS initiates and/or receives on behalf of the CITY in compliance with the CITY 's Records Management Policy and adopted Records Retention Schedules. The CITY will reimburse CROSSROADS for the actual costs, without markup, incurred by CROSSROADS in archiving these records. If this Contract is terminated, CROSSROADS will deliver to the CITY or the CITY's designated agent all of said records within 30 days following the termination date but will deliver all records related to billing and other items necessary for the operation of the CITY 's Facilities at the termination date. CROSSROADS may make copies, at CROSSROADS' expense, of those records.

ARTICLE IX.

MISCELLANEOUS

Section 9.00 Record Drawings. The CITY will provide CROSSROADS with a complete set of record drawings of the Facilities. CROSSROADS will maintain these drawings in a manner which allows their efficient and effective use in solving system problems.

Section 9.01 Identification. CROSSROADS employees will readily identify themselves when communicating within the CITY and with CITY customers. CROSSROADS maintenance and operating personnel will possess pictured I.D. cards and wear distinctive clothing bearing CROSSROADS' name. CROSSROADS vehicles will display CROSSROADS' name. All other employees of CROSSROADS will possess pictured I.D. cards.

Section 9.02 Modification. Modification of this Contract may be made only by a written document signed by CROSSROADS and the CITY.

Section 9.03 Assignability. Neither CROSSROADS nor the CITY may assign its interest in this Contract without prior written consent of the other party.

Section 9.04 Sub-Contract Repairs. CROSSROADS may sub-contract any repairs and/or services which CROSSROADS is to perform under this Contract as CROSSROADS deems appropriate, subject to the CITY's rights as set forth below. However, such sub-contracting shall not relieve CROSSROADS of any of its obligations under this Contract, and sub-contractors shall be considered to be employees of CROSSROADS for the purposes of exercising those responsibilities. CROSSROADS shall supervise and inspect all sub-contracted repairs or services performed under the terms of this Contract. Fees for such supervision and inspection are identified and contained in **Exhibit "B"** attached hereto. The CITY may, at its discretion, employ its own subcontractors for certain repair services. In that event, CROSSROADS shall waive its supervision and inspection fee and the CITY agrees that CROSSROADS shall not be responsible for the quality or timeliness of those services.

Section 9.05 Independent Contractor. CROSSROADS is not the CITY's employee. CROSSROADS serves the CITY solely as an independent contractor.

Section 9.06 Notice. Any notice required under this Contract will be in writing and sent by registered mail, fax or hand delivery to the intended party's address of record. Notice will be deemed given upon receipt. The parties' addresses of record are as follows:

CROSSROADS

Crossroads Utility Services, L.L.C.
c/o Andrew Hunt
2601 Forest Creek Drive
Round Rock, Texas 78665-1232
Fax: 512-246-1900

CITY

City of Jarrell
c/o Danielle Singh
161 Town Center Blvd
Jarrell, TX 76537

The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify any other address by giving at least fifteen (15) days' written notice to the other party.

Section 9.07 Texas Law; Venue. This Contract shall be governed by the applicable laws of the State of Texas and venue shall be in a court of appropriate jurisdiction in Williamson County, TX.

Section 9.08 Increase/Decrease in Service. In the event either CROSSROADS or the CITY determines that any scope of services contemplated in this Contract should be modified as a result of governmental regulations, technological advances or the addition or subtraction of CITY facilities, CROSSROADS and the CITY agree to negotiate, in good faith, an appropriate change in the fees to be charged by CROSSROADS to the CITY with respect to the proposed modification in services.

SIGNED AND AGREED TO this ____ Day of _____, 2024.

Crossroads Utility Services, L.L.C.

BY: _____

Name

Title

SIGNED AND AGREED TO this ____ Day of _____, 2024.

By:

City of Jarrell City Manager

EXHIBIT 'A'

FACILITIES

Wastewater Collection System

Donahoe Wastewater Treatment Plant – Located at 30° 49' 31" N 97° 32' 47" W at
3600 FM 487, Jarrell, TX 76537.

On-site lift station (No. 7 in the list below)

- Two Aeration Basins
- Two Clarifiers (expansion will have a total of Four)
- Two Aerobic Digesters
- Two Chlorine Contact Chambers
- Gas Chlorine system for disinfection

Lift Stations (7)

- 1st St. Lift Station, Jarrell, TX 77539 - 30° 49' 48" N 97° 36' 47" W
- Double Creek Lift Station, Jarrell, TX 76537 - 30° 50' 04" N 97° 37' 11" W
- Home Place Lift Station, Jarrell, TX 76537 - 30° 49' 18" N 97° 37' 15" W
- Balcones Lift Station, FM 487, Jarrell, TX 76537 - 30° 48' 45" N 97° 38' 13" W -Under Construction
- Rancho Del Cielo Lift Station located at 598 Ranch del Cielo Loop, Jarrell, TX 76537-

Additional Facilities- Billed in accordance to EXHIBIT "C" rates

- Frac Tanks that support Rancho Del Ceilo Lift station for emergency flows
- Hunter Glen Lift Station
- Corn Hill Lift Station
- Any New water facilities

Water Distribution System

South Plant located at 351 County Road 310, Jarrell, Texas 76537: Located at 30° 48' 59" N 97° 36' 55" W off of 161 Town Center Blvd., Jarrell, TX 76537.

- One 300,000-gallon elevated storage tank
- One 91,360-gallon standpipe
- One 10,000 Gallon Pressure Tank
- Two 20 HP Booster pumps
- Two 125-HP booster pumps
- One diesel generator on-site at the elevated tank

Three(3) groundwater wells:

- Well 1 (395 gpm), Located at 30° 49' 04" N 97° 36' 56" W off of Town Center Boulevard.
- Well 6 (135 gpm), location where Jarrell Schwertner Water Supply Corporation (JSWSC) connects with the City of Jarrell's system.
- Well 7 (135 gpm), Located 30°47'25"N 97°37'31"W off of Alsace Avenue, Jarrell, TX 76537

One standpipe tank -located on 351 County Road 310, Jarrell, TX 76537\

Lone Star Regional Water Authority Master Meter located -11599 S IH Service Rd.
30.8101427751175, -97.61429007199202

EXHIBIT 'B'

FEE SCHEDULE

Phase 1 - Operational Services

1. \$50,500.00 per month for water and wastewater operational services. This scope includes 7 visits per week for water and wastewater treatment and lift station system operations
2. Routine, non-routine, preventative, and emergency water and wastewater system repairs— Fees based on **EXHIBIT "C"** rates and fees.
3. It is compiled that the CITY will endeavor in identifying CITY staff to perform certain water related operations. Crossroads will aid in identifying and train of (1) class "D" water licensed operator which will be employed by the CITY. Once that has been completed, CROSSROADS and the CITY will amend the operational services to a PHASE 2 approach to reduce certain operational requirements as agreed upon at that time.

Subcontract Supervisory Fee

1. 15% of subcontract price

Material Surcharge

1. 15% of actual cost of materials

EXHIBIT 'C'

ADD'L FEE SCHEDULE

1. Water Disconnections and Reconnections

\$65.00 disconnection between 8am and 4pm

\$250.00 per occurrence between 4pm and 8am (after hours)

\$18.00 per NSF delinquency door tag

\$18.00 for each new connection of service and each transfer of service

2. Sanitary Sewer Inspection Fees

	Sewer
Residential Sewer tap Inspection	\$75.00
Commercial wastewater tap inspection	\$125.00
Grease trap inspection	\$95.00

**Additional Inspections of the same connection will be performed for a fee of \$100.00, which shall be billed to the CITY.*

3. Water service Inspection Fees

	Water
Residential water tap Inspection	\$75.00
Commercial water tap inspection	\$125.00
Customer Service inspection	\$65.00

**Additional Inspections of the same connection will be performed for a fee of \$100.00, which shall be billed to the CITY.*

EXHIBIT 'C' – con't

Personnel Rates

Crossroads Utility Services, LLC

Classification	Regular Time (M-F 8am-5pm)	Overtime (M-F 5pm- 8am, Sat-Sun, holidays, all hours)	Billing Time Interval
Administrative -- Clerical	\$45.00	\$67.50	1 hr.
Field Service Representative	\$47.00	\$70.50	1 hr.
Field Operator	\$54.00	\$80.00	1 hr.
Senior Field Operator	\$67.00	\$99.50	1 hr.
Equipment Operator	\$58.00	\$87.00	1 hr.
Foreman	\$68.00	\$102.00	1 hr.
Supervisor	\$76.00	\$114.00	1 hr.
Mechanical Technician	\$79.00	\$118.50	1 hr.
Electrical Technician	\$83.00	\$124.50	1 hr.
Master Electrician/SCADA Tech	\$125.00	\$187.50	1 hr.
District Manager	\$150.00	\$225.00	1 hr.
VP/President	\$150.00	\$225.00	1 hr.

Version 2022.3

EXHIBIT "C" – con't

Equipment rates

Crossroads Utility Services LLC

Classification	Rate per hour	Billing Time Interval
12 Volt Pump	\$10.00	1 Hr.
2-3" Pump	\$21.00	1 Hr.
A-Frame Winch	\$20.00	1 Hr.
Air Compressor	\$28.00	1 Hr.
Air Compressor (Small)	\$11.00	1 Hr.
Arrow Board	\$24.00	1 Hr.
Back Hoe & Trailer	\$80.00	2 Hr.
Blower	\$7.00	1 Hr.
Chain Saw	\$14.00	1 Hr.
Cordless Hand Tools	\$11.00	1 Hr.
Cutoff Saw (Plus cost of blades)	\$23.00	1 Hr.
Cutting Torch	\$17.00	1 Hr.
Dump Truck (Crossroads)	\$225.00	2 Hr.
Electric Hand Tools	\$17.00	1 Hr.
Extension Ladder (20')	\$10.00	1 Hr.
Fresh Air Blower	\$18.00	1 Hr.
Gas Generator – 110V	\$18.00	1 Hr.
HD Service Truck	\$50.00	2 Hr.
HD/Small Crane Truck	\$82.00	2 Hr.
Jack Hammer	\$31.00	1 Hr.
Jetting Trailer	\$104.00	2 Hr.
Jumping Jack	\$14.00	1 Hr.
Light Tower (1,000 Watt)	\$10.00	1 Hr.
Meg/Ohm Meter	\$10.00	1 Hr.
Metal Detector	\$32.00	1 Hr.
Plate Compactor	\$17.00	1 Hr.
Pressure Washer	\$24.00	1 Hr.
Road Plate	\$23.00	1 Hr.

Service Vehicle	\$40.00	1 Hr.
Shoring	\$40.00	1 Hr.
Skid Steer & Trailer	\$80.00	2 Hr.
Small camera (for televising)	\$95.00	1 Hr.
Tapping Tools	\$35.00	2 Hr.
Utility Dump Trailer	\$50.00	2 Hr.
Utility Line Locator	\$88.00	1 Hr.
Utility Trailer	\$25.00	2 Hr.
Wastewater Camera (Saturn)	\$2.75/linear foot and \$750 minimum	2 Hr.
Wastewater Vaccon Truck 1500 gal. (Crossroads)	\$325.00/hr. plus \$0.75 per gallon disposal	2 hr.
Wastewater Vacuum Trailer (Crossroads)	\$100.00	2 hr.
Weed eater	\$7.00	1 Hr.
Welding Machine	\$25.00	1 Hr.

Version 2022.3

the 1990s, the number of people with a mental health problem has increased by 50% (Mental Health Foundation 2000). The prevalence of mental health problems in the UK is estimated to be 10% (Mental Health Foundation 2000).

There is a growing awareness of the need to address the needs of people with mental health problems. The Department of Health (2000) has set out a vision for mental health care in the UK, which is based on the principles of recovery, self-help, and community care. The vision is to ensure that people with mental health problems are able to live full and meaningful lives, and that they are able to participate in the community. The vision is to ensure that people with mental health problems are able to access the services they need, and that they are able to recover from their mental health problems. The vision is to ensure that people with mental health problems are able to live full and meaningful lives, and that they are able to participate in the community.

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THE CITY OF

JARRELL

Date: July 2nd, 2024

Subject: Voluntary Expansion of the Extraterritorial Jurisdiction (ETJ) request from the Pale Rider Subdivision

Item: Consideration and possible action on an ordinance approving a voluntary expansion of the Extraterritorial Jurisdiction of 79.265 acres of land being part of the John Carouthers Survey Abstract No 148 in Williamson County, also known as the Pale Rider Subdivision.

Department: Development Services

Staff Member: Jordan Cantu, Director of Development Services

Background Information:

The property owner has requested to be annexed into the ETJ.

Funding:

N/A

Supporting Documentation:

Letter from Owner, Ordinance, Map

Recommendation:

Staff recommends approval of the annexation into the ETJ



However, nothing in this ordinance shall allow the City's ETJ to encroach on the ETJ of another municipality. Such encroachment areas are specifically excluded.

The official map and boundaries of the City are hereby amended and revised so as to include the area included in the City's ETJ. The owners and inhabitants of the Area are entitled to all of the rights and privileges of other citizens of the area included in the City's ETJ, and are hereby bound by all acts, ordinances and other legal actions now in full force and effect, and those that may be hereafter adopted or enacted, regarding the ETJ.

SECTION III. Severability. It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, because the same would have been enacted by the city council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION IV. Repealing. All ordinances and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION V: PUBLICATION CLAUSE

The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have the official city map, depicting the new municipal boundaries, prepared as necessary.

The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Williamson County Clerk as well as all other official and entitled entities.

SECTION VI. Effective Date. This ordinance shall take effect immediately from and after its adoption and it is accordingly so ordained.

The City Secretary is hereby instructed to publish the caption of this ordinance in the manner and for the length of time prescribed by law.

PASSED AND APPROVED by the City Council of the City of Jarrell, Texas, on this the 2nd day of July, 2024.





THE CITY OF JARRELL

THE CITY OF
JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary



Pale Rider, LP
a Texas limited partnership
3939 Bee Caves Rd. Ste C-100
Westlake Hill, TX 78746

The City of Jarrell
Jordan Cantu
Director of Planning and Development
161 Town Center Blvd.,
Jarrell, TX 76537

To whom it may concern,

The undersigned owner (the "Owner") of the hereinafter described tracts of land ("Tracts"), which are vacant and without residents, or on which fewer than three qualified voters reside, hereby request that the City of Jarrell (the "City") extend its extraterritorial jurisdiction limits ("ETJ") pursuant to Section 42.022(b) of the TEXAS LOCAL GOVERNMENT CODE so as to include as part of the City's ETJ the following Tracts:

Tract One: All that certain 20.004 acre tract of land out of the JOHN CAROUTHERS Survey, Abstract No. 148 in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A-1" and the Boundary Map in Exhibit "B" attached hereto and made part hereof for all purposes.

Tract Two: All that certain 59.261 acre tract of land out of the JOHN CAROUTHERS Survey, Abstract No. 148 in Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A-2" and the Boundary Map in Exhibit "B" attached hereto and made part hereof for all purposes.

The described tracts are not believed to be located within any other municipality's existing ETJ or corporate boundaries. Owner certifies that the above described tracts are contiguous and adjacent to the City of Jarrell, Texas, and that this letter is signed and duly acknowledged by the Owner having an interest in the described Tracts.

[Signature Page Follows]

Owner:

PALE RIDER, LP
a Texas limited partnership

SONBETA, L.L.C., a Texas limited liability company
General Partner

By:

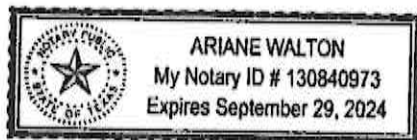


Andrew Bilger, Managing Member

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 23 day of May, 2024, by ANDREW BILGER, Managing Member of SONBETA, L.L.C., a Texas limited liability company, General Partner of PALE RIDER LP, on behalf of said entities.





Notary Public, State of Texas

[Handwritten signature]

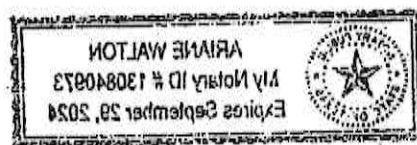


Exhibit "A-1"

Metes and Bounds Description for Tract One

FIELD NOTE DESCRIPTION OF 20.004 ACRES OF LAND OUT OF THE JOHN CAROUTHERS SURVEY, ABSTRACT NO. 148, WILLIAMSON COUNTY, TEXAS, BEING THAT IN TRACT CALLED 20.00 ACRES IN A DEED TO RUSSELL BUCKLEY & SEAN BUCKLEY RECORDED IN DOCUMENT NUMBER 2017080311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAID 20.004 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½ Inch diameter steel pin found marked MAPLES RPL 5043 on the south line of County Road 314 at the northeast corner of the said 20.00 acre Buckley tract, the same being the northwest corner of a remainder portion of that certain 80 acre tract described in a deed to Mary Ann Tschoerner recorded In Document Number 9635605 of Official Public Records of Williamson County, Texas;

THENCE, S 21°34'08" E, a distance of 1292.54 feet, crossing the said 80 acre Tschoerner tract, along the east line of the said 20.00 acre Buckley tract, to ½ inch diameter steel pin found marked MAPLES RPLS 5043 on the south line of the said 80 acre Tschoerner tract, the same being the north line of that certain 113 acre tract described in a deed to Cyril C. Rosipal and Elleen R. Rosipal, Trustees for the Cyril C. Rosipal an Elleen R. Rosipal Revocable Living Trust, recorded in Document Number 200603652 of the Official Public Records of Williamson County, Texas, for the southeast corner of the said 20.0 Buckley tract;

THENCE, S 68°49'37" W, a distance 4.28 feet to a ½ Inch diameter steel pin found with cap marked TLS INC at the southwest corner of the said 20.00 acre Buckley tract, the same being the northwest corner of the said 113 acre tract being on the east line of that certain 13.43 acre tract describe in a deed to Meredith Zinni Wilson & William Joseph Wilson recorded in Document Number 2016083601 of the Official Public Records of Williamson County, Texas;

THENCE, N 21°33'28"W a distance of 1292.55 feet to a ½ inch diameter steel pin found on the south line of County Road 314 the northwest corner of the said 20.00 acre Buckley tract, the same being the northernly northeast corner of the said 13.43 acre Wilson tract;

THENCE, N 68°49'41" E, distance of 674.03 feet along the south line of County Road 314 to the **PLACE OF BEGINNING**, containing 20.004 acres of land, more or less.

Exhibit "A-2"

Metes and Bounds Description for Tract Two

FIELD NOTE DESCRIPTION OF 59.261 ACRES OF LAND OUT OF THE JOHN CAROUTHERS SURVEY, ABSTRACT NO. 148, WILLIAMSON COUNTY, TEXAS, BEING THAT IN TRACT CALLED 20.00 ACRES IN A DEED TO RUSSELL BUCKLEY & SEAN BUCKLEY RECORDED IN DOCUMENT NUMBER 9635605 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAID 59.261 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½ Inch diameter steel pin found marked MAPLES RPL 5043 on the south line of County Road 314 at the northeast corner of the said 20.00 acre portion of the said 80 acre Tschoerner Tract described in a deed to Russell Buckley & Sean Buckley recorded In Document Number 2017080311 of Official Public Records of Williamson County, Texas;

THENCE, along the south line of County Road 31, with the general location of a wire fence, the following five (5) courses and distances:

- 1) N 69°03'68" E, 978.27 feet to a steel pin set;
- 2) N 68°22'08" E, 268.07 feet to a steel pin set;
- 3) N 68°12'46" E, 288.18 feet to a steel pin set;
- 4) N 68°40'12" E, 223.24 feet to a steel pin set;
- 5) N 69°06'24" E, 226.06 feet to a ½ Inch diameter steel pin found;

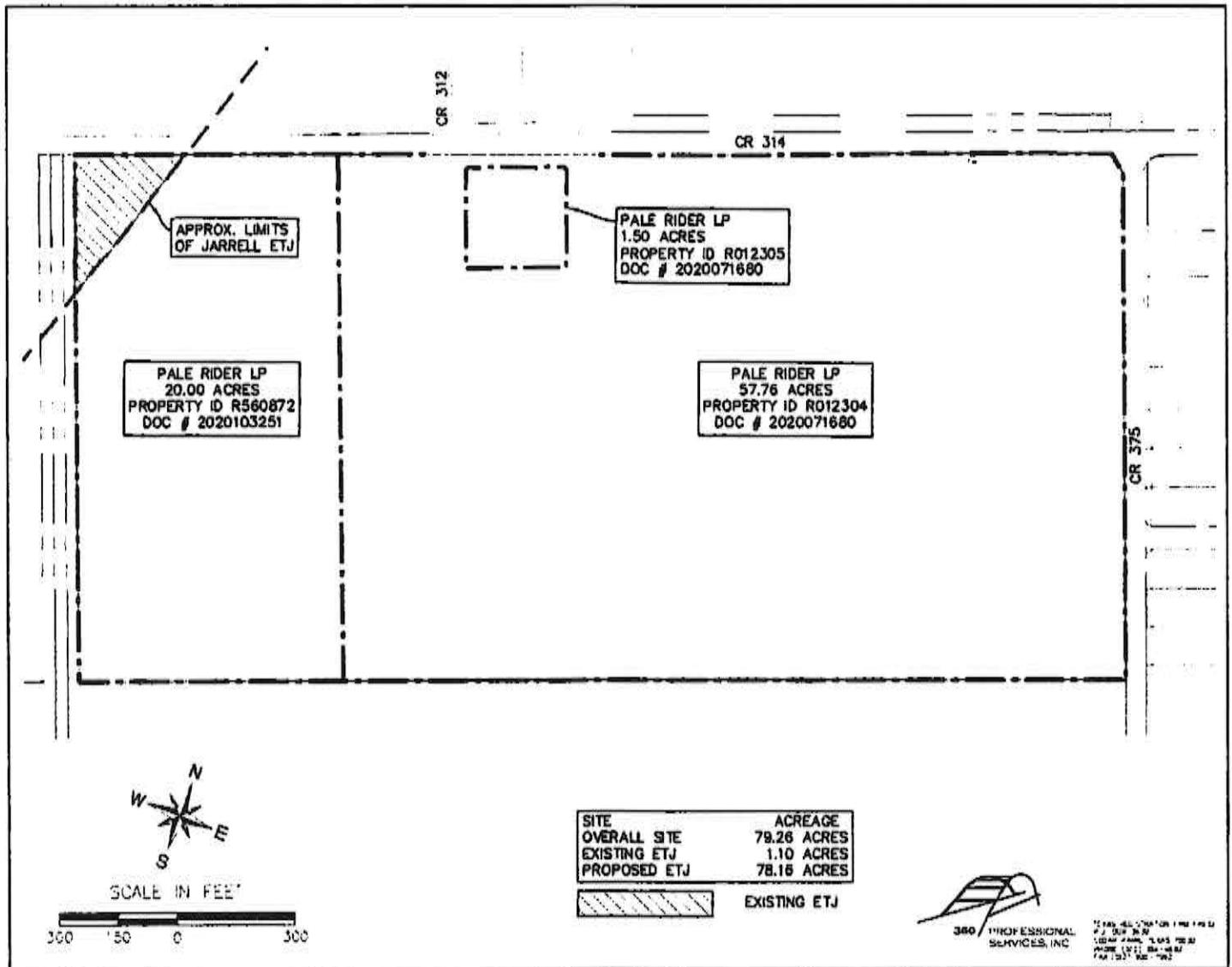
THENCE, S 52°20'41" E, a distance of 55.26 feet to a ½ inch diameter steel pin found on the west line of County Road 375;

THENCE, S 21°20'02" E, a distance of 1245.81 feet along the west line of County Road 375 to a ½ inch diameter steel pin found marked QUICK RPLS 6447 at the southeast corner of the said 80 acre Tschoerner tract, the same being the northeast corner of that certain 113 acre tract described in a deed to Cyril C. Rosipal and Elleen R. Rosipal, Trustees for the Cyril C. Rosipal an Elleen R. Rosipal Revocable Living Trust, recorded in Document Number 200603652 of the Official Public Records of Williamson County, Texas;

THENCE, S 68°49'37" W, a distance 1996.68 feet along the south line of said 80 acre said 80 acre Tschoerner tract, the same being the north line of the said 113 acre tract, to a ½ inch diameter steel pin found marked MAPLES RPLS 5043 at the southeast corner of said 20.00 acre Buckley tract;

THENCE, N 21°34'08" W a distance of 1292.54 feet, crossing the said 80 acre Tschoerner tract along the east line of the said 20.00 acre Buckley tract, to the PLACE OF BEGINNING, containing 59.261 acres of land, more or less.

Exhibit "B" **The Boundary Map**





THE CITY OF

JARRELL

Date: July 2nd, 2024**Subject:** Impact Fee Committee**Item:** Discussion Regarding Appointments to Impact Fee Committee**Department:** Development Services**Staff Member:** Jordan Cantu, Director of Development Services**Background Information:**

As a part of the Water and Wastewater Master Plan we must appoint a committee to make recommendations on the impact fees. This is a process that is required by the Texas Local Government Code (TLGC). Previously, a committee was appointed, however that committee is no longer viable. This item re-establishes a committee so that we can proceed with the committee workshops and move to the public hearings.

395.085 TLGC, Section B

The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

Supporting Documentation:

Resolution





THE CITY OF

JARRELL

RESOLUTION NO. 2024-0702-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JARRELL, TEXAS
APPOINTING MEMBERS TO THE IMPACT FEE COMMITTEE**

WHEREAS, the Impact Fee Committee which shall be composed of 5 of members of the Planning and Zoning Committee and one member who is a resident of a MUD District located in the ETJ per the Local Government Code 395.056:

Not less than 40% of the committee membership must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

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

The City Council for the City of Jarrell, Texas hereby appoints the following applicants.

David Bryson
Sally Kandler
Eli Hernandez (Builder)

Jason Oliver
J.B. Stockton (Realtor)
ETJ Rep (needs to be a member of
the development community)





THE CITY OF
JARRELL

PASSED AND APPROVED by the City Council of the City of Jarrell, Texas, on this the 2nd day of July, 2024.

THE CITY OF JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary



the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1999. The public sector has become an important employer of people with mental health problems.

There is a growing awareness of the need to improve the mental health of people in the public sector. The Department of Health (1999) has published a strategy for mental health care, which includes a commitment to improve the mental health of people in the public sector. The strategy states that 'the mental health of people in the public sector is a priority for the Department of Health' and that 'the Department will work to ensure that people in the public sector have access to the same high quality mental health services as the rest of the population'.

The Department of Health has also published a number of guidelines for the management of mental health problems in the public sector. These guidelines are designed to help public sector employers to create a supportive environment for people with mental health problems. The guidelines cover a range of issues, including recruitment, selection, training, and support.

The guidelines state that public sector employers should 'ensure that people with mental health problems are given the same opportunities as the rest of the workforce' and that 'public sector employers should work to ensure that people with mental health problems are given the same high quality training and support as the rest of the workforce'.

The guidelines also state that public sector employers should 'ensure that people with mental health problems are given the same opportunities as the rest of the workforce to progress in their careers' and that 'public sector employers should work to ensure that people with mental health problems are given the same high quality training and support as the rest of the workforce'.

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Date: July 2nd, 2024

Subject: Proposed Floodplain Management Ordinance

Item: Discussion, Consideration, and possible action on An Ordinance Of The City Of Jarrell, Texas, Updating Chapter 4, Also Known As "Building Regulations" And Chapter 12 Also Known As "Utilities" Both In The Code Of Ordinances, Chapter 3, Also Known As "Application And Permits", Chapter 5, Also Known As " Subdivision, Infrastructure, And Public Improvement", Chapter 6, Also Known As "Site Development And Desing Standards", Specifically Section 6.05, Previously Reserve, Now "Floodplain Management", Chapter 7, Also Known As " Enforcement And Compliance: All Part Of Exhibit 9a In The Unified Development Code. Setting Forth A Penalty; Providing For Severability And Containing Other Provisions Related To The Subject Matter; Open Meetings Clause; Effective Date Clause.

Department: Development Services

Staff Member: Jorge Luis Hernandez, P.E. City Engineer

Justification: FEMA floodplain map was last updated in 1980. This ordinance is justified by the need to enhance public safety, comply with federal and state regulations, support sustainable development, and increase community resilience to flooding. The ordinance will provide a framework for managing flood risks more effectively, protecting lives, property, and the local economy.

Funding:

Cost: N/A

Source of Funds:

As a member, we will have access to the following grants.

- **Federal Grants (FEMA):** Flood Mitigation Assistance (FMA), Building Resilient Infrastructure and Communities (BRIC), Hazard Mitigation Grant Program (HMGP)
- **State Funding (TWDB):** Flood Infrastructure Fund (FIF), Flood Protection Planning (FPP) Grant Program



- **Community Development Block Grant (CDBG):** CDBG-Mitigation (CDBG-MIT)

Outside Resources:

- Texas Water Development Board (TWDB),
- National Flood Plain Insurance Program (NFIP),
- Texas Floodplain Management Association (TFMA),
- Federal Emergency Management Agency (FEMA),
- National Oceanic and Atmospheric Administration (NOAA),
- Williams County Atlas 14 Initiative.

Background Information:

Flooding presents substantial risks to life, property, and economic stability. As the City of Jarrell continues to grow, managing these risks becomes increasingly critical. Historical flood events in Texas, such as Hurricane Harvey in 2017, have highlighted the devastating impact of inadequate floodplain management. Adopting comprehensive floodplain management regulations will help the City of Jarrell mitigate these risks, protect its residents, and ensure sustainable development.

Public Comment: N/A

Supporting Documentation:

Ordinance, Exhibit

ORDINANCE NO. 2024-0702-04

AN ORDINANCE OF THE CITY OF JARRELL, TEXAS, UPDATING CHAPTER 4, ALSO KNOWN AS "BUILDING REGULATIONS" AND CHAPTER 12 ALSO KNOWN AS "UTILITIES" IN THE CODE OF ORDINANCES, CHAPTER 3, ALSO KNOWN AS "APPLICATION AND PERMITS", CHAPTER 5, ALSO KNOWN AS "SUBDIVISION, INFRASTRUCTURE, AND PUBLIC IMPROVEMENT", CHAPTER 6, ALSO KNOWN AS "SITE DEVELOPMENT AND DESIGN STANDARDS", SPECIFICALLY SECTION 6.05, PREVIOUSLY RESERVE, NOW "FLOODPLAIN MANAGEMENT", CHAPTER 7, ALSO KNOWN AS "ENFORCEMENT AND COMPLIANCE: ALL PART OF EXHIBIT 9A IN THE UNIFIED DEVELOPMENT CODE. SETTING FORTH A PENALTY; PROVIDING FOR SEVERABILITY AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER; OPEN MEETINGS CLAUSE; EFFECTIVE DATE CLAUSE.

WHEREAS, the City Council of the City of Jarrell will adopt the following policies regarding Chapter 4 and Chapter 12 in the Code of Ordinances and Chapter 5, 6, and 7 of Exhibit 9A in the Unified Development Code (UDC) describe in Exhibit A hereto and incorporated herein and;

WHEREAS, the City of Jarrell recognizes the importance of accurate flood risk assessments and effective floodplain management to enhance public safety, protect property, and support sustainable development; and

WHEREAS, participation in the Williamson County Atlas 14 Flood Preparedness initiative will provide the City of Jarrell with updated floodplain maps and data, enabling better planning and response to flood events; and

WHEREAS, the National Flood Insurance Program (NFIP) provides affordable flood insurance to property owners, renters, and businesses, and encourages communities to adopt and enforce floodplain management regulations to reduce future flood risks; and

WHEREAS, the City of Jarrell wishes to take proactive measures to mitigate flood risks and enhance community resilience by adopting the necessary floodplain management regulations as required by the NFIP.

WHEREAS, The City Council finds that the new ordinance promotes the health, safety and welfare of the City of Jarrell; and

WHEREAS, on July 2, 2024 the City Council the City Council finds that all notice requirements have been met and adopt this ordinance.

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

SECTION I: Adoption of FloodPlain Management Policies

Proposed changes to Chapter 4 and 12 are reflected in Exhibit A, attached herein to. Proposed changes to Chapter 5, 6, and 7 are reflected in Exhibit B, attached herein to.

SECTION II: SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

SECTION III: REPEALING CLAUSE

All ordinances and resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict.

SECTION IV. OPEN MEETINGS CLAUSE

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject hereof were discussed, considered, and formerly acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SECTION V: EFFECTIVE DATE

This ordinance shall take effect immediately upon its passage and approval.

PASSED AND APPROVED on this **2nd** day of **July 2024** at a meeting of the City Council of the City of Jarrell, Texas.

THE CITY OF JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary



Date: June 4, 2024

Subject: Regular Agenda Item

Item: Discussion, consideration, and possible action regarding funding a project with National Fitness Campaign and Blue Cross Blue Shield for a Fitness Court Studio.

Department: JEDC

Staff Member: Traci Anderson

Justification:

National Fitness Campaign reached out to Jarrell to see about helping put a Fitness Court/Studio in our community. They currently have one in Leander and Pflugerville.

This is the largest Public-Private Wellness Partnership in America. They partner with municipalities, schools and sponsors over \$100 M in Public-Private Investments to combat obesity and the burdens of sedentary lifestyles. Their mission is to build healthy communities with the goal of bringing the world's best outdoor gym – The Fitness Court – within a 10-minute bike ride of every American.

Their team of experts provide members support in gaining community consensus, gathering funding, site selection, masterplanning, installation, press and media, ambassador training, a mobile app, and much more.

Here is the link to the Campaign Video:

<https://nationalfitnesscampaign.com/watch>

Funding:

Cost: up to \$265,000

Source of Funds: Jarrell EDC Budget Line Item: Will need to do a budget amendment

Outside Resources: A grant fund between \$30k - \$50k



Background Information:

Danielle and I have met with the National Fitness Campaign rep and thought this would be a good idea to bring to Jarrell.

JEDC has the funding to make this project come to fruition. It would also be an opportunity to have a competition with the school district on the artwork located on the studio.

They partner with Blue Cross Blue Shield for a standard design artwork. You can pay an additional \$25k to have a local artist design the artwork. The local artist that is chosen would receive \$5k and their photo and bio on the wall. We can break it down to have two recipients win. We could choose a theme for the design and have the students compete for a “scholarship”.

Step 1: Leadership Support – We are doing this now and getting buy-in that this would be supported. If the Board approves, we will take to city council to determine if they would support our efforts in moving this forward.

Step 2: Sites – We would identify sites that meet the criteria to get the max grant funding for the project. (Visible, Connected, Accessible)

Step 3: Funding Match – There is grant funding available at \$30k - \$50k per site. We are told we are potentially good to get the upper end of the grant funding and the sooner we get in for the year, that better than chance would be.

Step 4: Qualify for Grant – Pre-application phase, grant award, build/site plan, launch local campaign

At the May 14, 2024 JEDC Board meeting, the Board asked the following questions and the answers are included.

Board Questions:

Q: Is there a tax write-off to someone donating the land?

A: NFC does not handle anything to do with this. If the land is donated, that would be between the city/edc and that property owner to handle the details. If we have to buy land, that would be on us as well.





Q: Is the city required to maintain?

A: Yes, the city would be required to maintain. This is designed to be a low maintenance item. They stated that typically maintenance consists of cleaning the fitness pad which can be power washing as needed or brushing off debris monthly/as needed. They have cities that also do an annual inspection of the equipment. If the artwork gets graffiti, it is made in such a way that you should be able to clean them with soap and water.

Q: Can more than one project be in the community?

A: Yes. Jarrell is certainly welcome to apply for multiple Fitness Courts/Studios for the 2024 funding cycle. Mutli-site grants are available in excess of \$100,000 if that is something the EDC Board and Council are interested to pursue.

Q: When is it required to have the completion of the project?

A: It has to have confirmation of entity funding by October 31 in the grant year. The sooner, the better to ensure grant funds are available. However, there can be some reasons the installation and art, etc are delayed. If delayed, they said projects have generally been completed within the 1st quarter , no later than 1st half of the following year.

Additional Questions:

Q: What type of storage is needed?

A: They will deliver the studio/court and until such time it gets put together, a storage place is required. The Fitness Court Studio would require a 15' x 20' storage area, rather than the 15' x 15' indicated on the document for the Fitness Court.

Q: What is required to unload into storage?



A: With no loading dock, we would need to rent or use an industrial pallet jack and have 4-5 people assisting.

Q: What is needed for the concrete slab?

A: There is a document to walk through this that is attached. They have the requirements so we can get with local contractors to see if any would do in-kind donations or low cost.

Q: Is there anything done for in-kind donations?

A: Names of all those who do any kind of donations can be put on the mural.

Q: When do sites have to be submitted and what is the criteria?

A: This will be part of the application process and multiple sites can be submitted. They will review and approve/not approve the sites that are submitted. Once receive the approved sites, it would be up to the community to determine which site(s) they would like to move forward with.

Next Steps / Proposed Timelines:

- 1) EDC Board meeting on 5.14 – determine the interest of the Board; Board is interested in moving this forward
- 2) Council meeting on 6.4 – determine the interest of the council to let the EDC fund this project
- 3) Work through the application process with NFC
- 4) Publish notice of a public hearing (put notice in the week prior to the public hearing of the EDC Board); JEDC would have to wait the 60 days from published notice prior to expending the funds for the project
- 5) JEDC holds a public hearing and JEDC approves the project (potentially in July)
- 6) Once approved by JEDC take to City Council for their approval (potentially in August)





- 7) Would need a performance agreement and budget amendment for approval by EDC and Council

Public Comment: N/A

Supporting Documentation:

Briefing

Art Standards

Site Design Guidelines document

Shipping + Delivery Guidance document

Concrete Slab drawings for the Fitness Court Studio





CAMPAIGN BRIEFING



AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

CELEBRATING 500TH
Healthy Community this Year



NOW FUNDED
to welcome 1000 Healthy
Communities by 2025

CAMPAIGN MISSION to Build Healthy Communities



WHY THE CAMPAIGN DOES IT TO MAKE WORLD CLASS FITNESS FREE



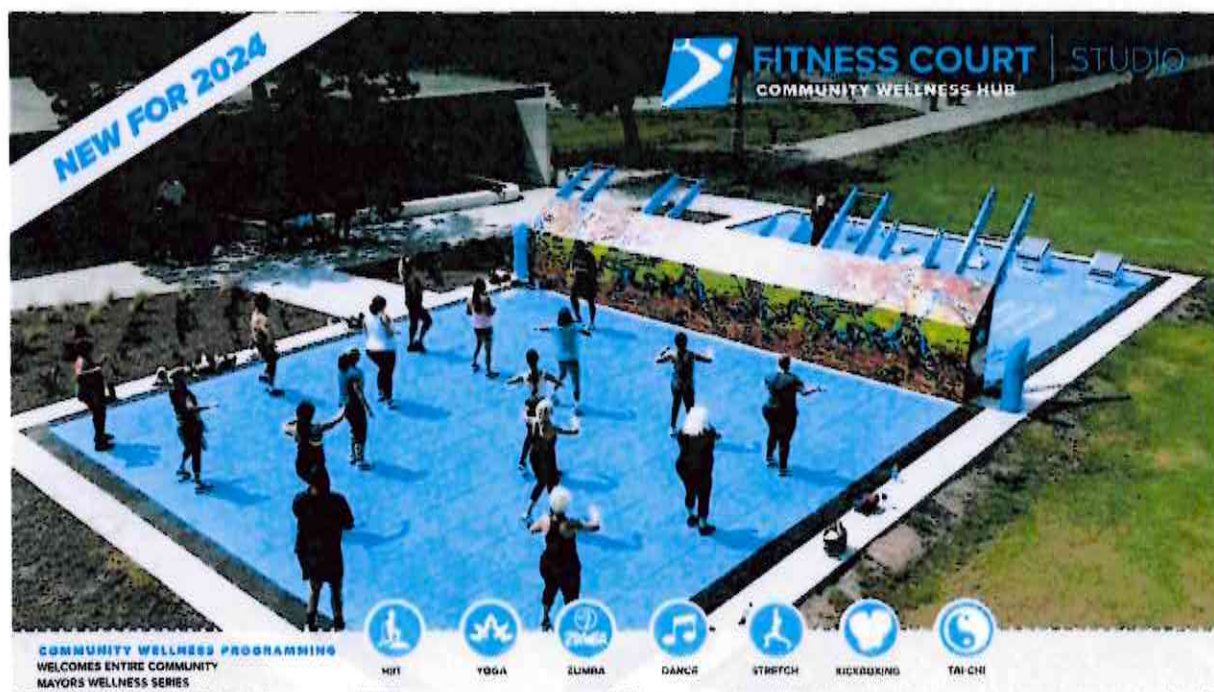
Life Expectancy vs Health Expenditures

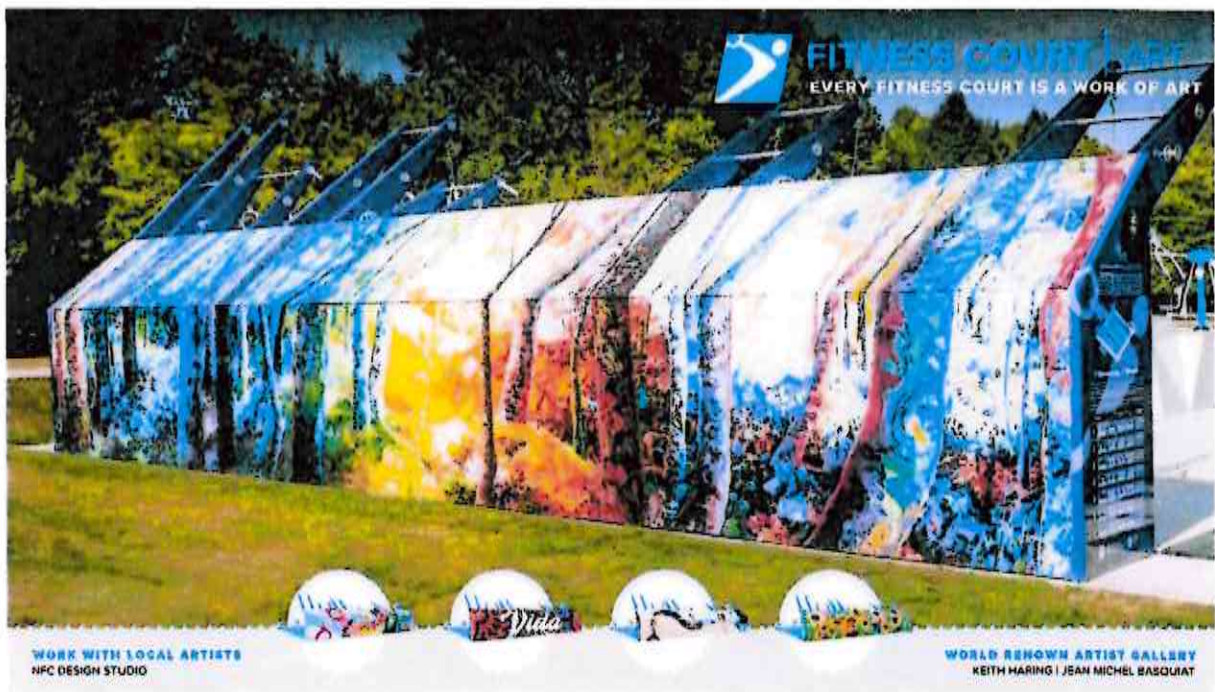


UNDERSTANDING THE PROBLEM
AMERICA IS FACING A HEALTH CRISIS CAUSED BY SEDENTARY LIFESTYLES AND CITIES DESIGNED FOR CARS. USA SPENDS MORE MONEY THAN ANY OTHER ON HEALTHCARE WITH POOR RESULTS

BECOMING THE SOLUTION
WHEN COMMUNITIES ARE DESIGNED TO SUPPORT WELL-BEING, HEALTH OUTCOMES CHANGE!







Fitness Court® Public Art

 **FITNESS COURTS®**



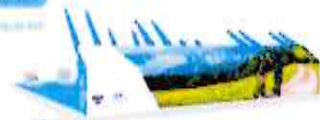


2024 NFC State Sponsor Art Collection
The Additional Funding Requirement

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.

NFC DESIGN STUDIO

Additional Funding Required
\$10,000



LOCAL ARTIST

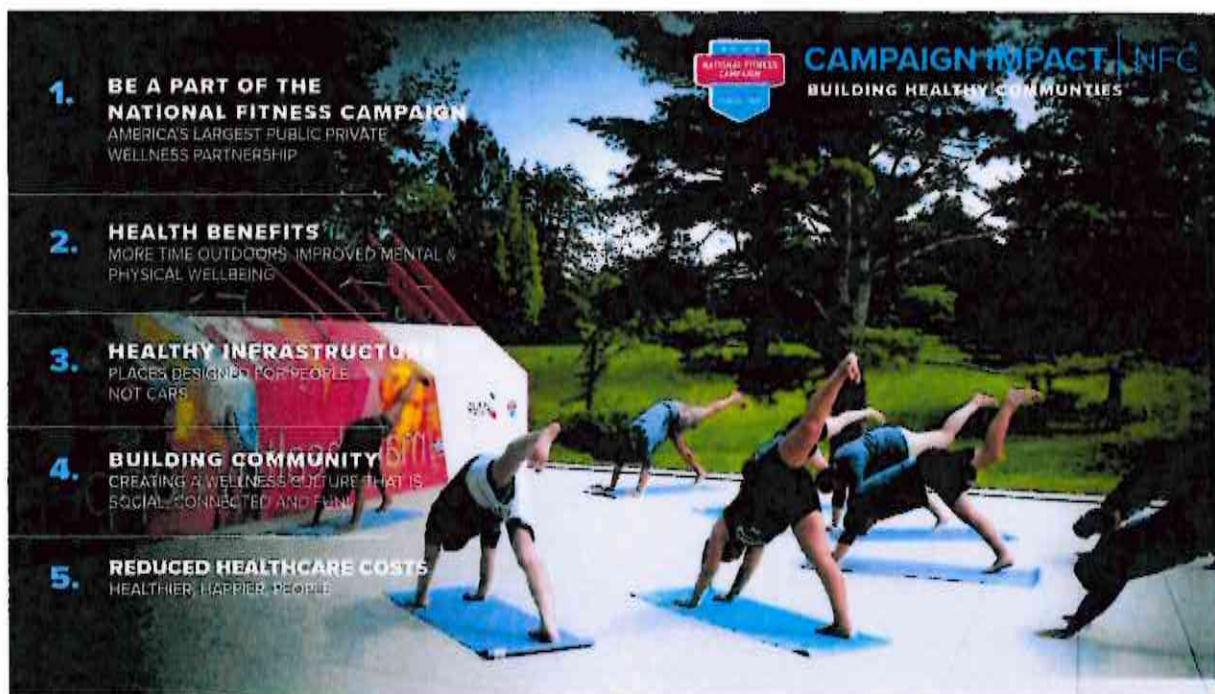
Additional Funding Required
\$25,000




FEATURED ARTIST

Additional Funding Required
\$40,000

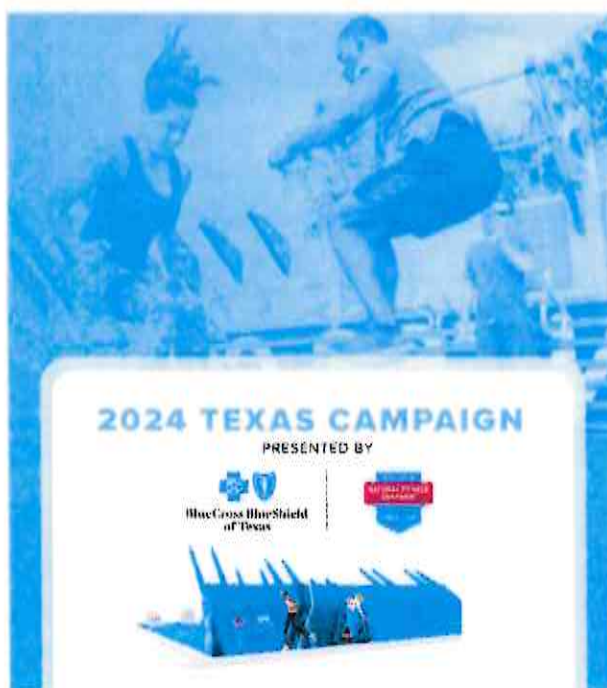







CAMPAIGN IMPACT INFC
BUILDING HEALTHY COMMUNITIES


1. **BE A PART OF THE NATIONAL FITNESS CAMPAIGN**
AMERICA'S LARGEST PUBLIC PRIVATE WELLNESS PARTNERSHIP
2. **HEALTH BENEFITS**
MORE TIME OUTDOORS, IMPROVED MENTAL & PHYSICAL WELLBEING
3. **HEALTHY INFRASTRUCTURE**
PLACES DESIGNED FOR PEOPLE, NOT CARS
4. **BUILDING COMMUNITY**
CREATING A WELLNESS CULTURE THAT IS SOCIAL, CONNECTED AND FUN
5. **REDUCED HEALTHCARE COSTS**
HEALTHIER, HAPPIER PEOPLE




2024 TEXAS CAMPAIGN

PRESENTED BY





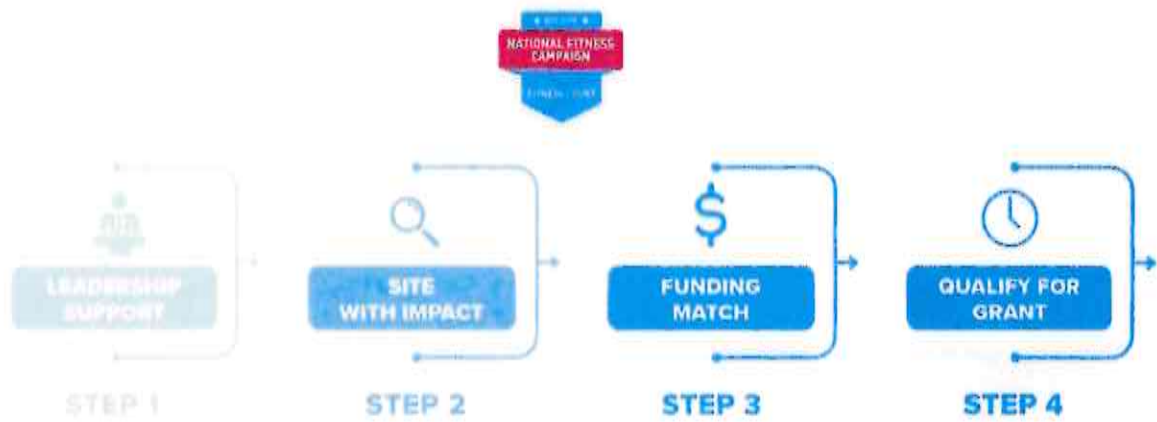


Strategic Plan Adopted for Health Impact Across State
 Limited Funding for Campaign in 2024

\$1,000,000 in Funding Now Available
 for Qualified Site Partners

NFC Grant Requirements

Project Description



JOIN THE CAMPAIGN







STEP 2
SITES WITH IMPACT

As part of the grant award, you will receive
\$100,000 in matching funds.

From the grant, you will receive matching
funds to complete the project.

**SUBMIT SITES FOR
CONSIDERATION**





STEP 3
FUNDING MATCH

Once you have received the grant, you will receive
\$100,000 in matching funds.

**GRANT FUNDING AVAILABLE:
\$30,000-\$50,000 PER SITE**


For more information, visit www.grantfunding.com

Available funding: \$100,000-\$500,000




JOIN US

LET'S BUILD HEALTHY COMMUNITIES
TOGETHER



Discussion - Q&A

NEXT STEP



ATTEND PARTNERSHIP QUALIFICATION
CALL IF APPROPRIATE

DISCUSSED AT NEXT STEP:

- FEASIBILITY & ALIGNMENT WITH LOCAL PRIORITIES
- SITE ANALYSIS & LOCATION OPTIONS FOR FUNDING CONSIDERATION
- FUNDING REQUIREMENT DETAILS AND GRANT PROGRAM & AVAILABILITY FOR YOUR STATE
- NON-BINDING GRANT QUALIFICATION PROCESS

STEP 3

2024 CAMPAIGN FUNDING REQUIREMENT



FITNESS COURT STUDIO

NFC PROGRAM FUNDING
The Fitness Court® Studio and National Campaign Services **\$ 195,000**

NFC Grant Funding Award (>\$30,000-\$50,000)

Fitness Court® Studio Art Options: Artwork provided on-site. Color and artwork not through state/federal or local agencies.

OPTIONAL

NFC PROGRAM TOTAL **\$ 145,000-165,000**

CONCRETE SLAB (FULL STUDIO DIMENSIONS 28X76)
Can be performed in-house or in-kind **est. \$ 0-40,000**

NFC APPROVED INSTALLER NETWORK INSTALLATION TEAM
Turn Key Fitness Court Assembly **\$ 32,500**
Art & Graphic Installation With Prevailing Wage Rates: \$34,500
Installation Partner (separate agreement)

INSTALLATION & CONCRETE TOTAL ESTIMATE **\$ 32,500-72,500**

FITNESS COURT STUDIO & INSTALLATION TOTAL ESTIMATE AFTER \$50,000 GRANT FUNDING **\$ 217,500***
*Requires concrete and costs of \$40,000 (estimated) and \$10,000 (estimated) for art.

FITNESS COURT

NFC PROGRAM FUNDING
The Fitness Court® and National Campaign Services **\$ 160,000**

NFC Grant Funding Award (>\$30,000-\$50,000)

Art & Custom Color Options

OPTIONAL

NFC PROGRAM TOTAL **\$ 110,000-130,000**

CONCRETE SLAB
Can be performed in-house or in-kind **est. \$ 0-20,000**

NFC APPROVED INSTALLER NETWORK INSTALLATION TEAM
Turn Key Fitness Court Assembly **\$ 25,000**
Art & Graphic Installation With Prevailing Wage Rates: \$27,000
Installation Partner (separate agreement)

INSTALLATION & CONCRETE TOTAL ESTIMATE **\$ 25,000-47,000**

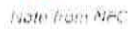
FITNESS COURT & INSTALLATION TOTAL ESTIMATE AFTER \$50,000 GRANT FUNDING **\$ 155,000***
*Requires concrete and costs of \$20,000 (estimated) and \$10,000 (estimated) for art.



2023 NATIONAL FITNESS CAMPAIGN ART STANDARDS

BLUE CROSS AND BLUE SHIELD OF TEXAS FITNESS COURT
TEXAS CAMPAIGN





With the experience and feedback gained from building *Time & Care* across the country, NCC has developed new campaign standards for all *Safe Coach*® Network. These standards are set and applied to all Safe Schools across the country. NCC has numerous anti-bullying and installation perspectives in these new standards. Overviews of these standards live on the most efficient timeline for our city and school partners to build *Time & Care* within the campaign year.

ARNFC Approved installation teams have been trained to install the Fitness Court graphics per these standards.

NFC has utilized the Blue Cross and Blue Shield of Texas brand standard and guidelines to create the BCBS TX and NFC logo lockup. This lockup is used throughout the Employee Court. BCBS TX brand standards were also used to design the back wall. This document should be reviewed to confirm all brand guidelines are used and approved.



Front Wall



SIDE PANELS

Sponsor Bio & Logo

STATE SPONSOR TO CONFIRM BIO ON SIDE PANEL



Bio also on Front Wall

SELECTED STANDARD FITNESS COURT® ART 2023 Texas Campaign

Each site sponsor in the state campaign will receive this design unless it is a special exemption which would include a VIP site, Local Artist Program, Design Studio Program, or Education Program.

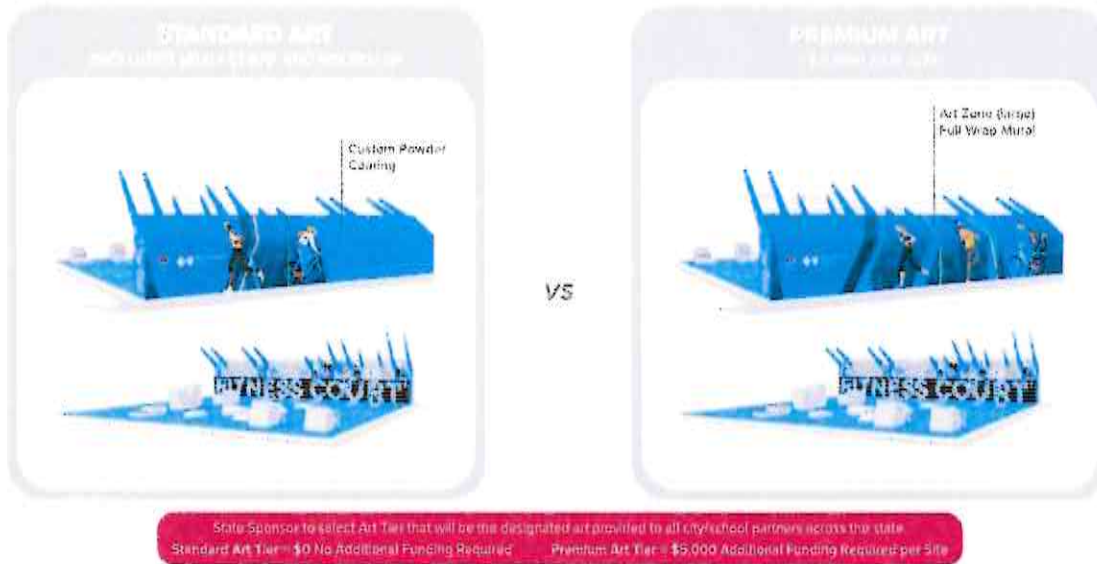
Exemption: Not part of the primary project



STATE SPONSOR TO CONFIRM STANDARD ART DIRECTION

FITNESS COURT™ MURAL ART

Back Wall Design Options



Note from NFC:

2023 Unique Design Standards

Limited Uses Each Campaign Year

As part of NFC's 2023 National Art Standards, new applications have been developed for special partner uses. NFC is providing options for local site partners to harness the power of art in their community. These options require additional funding that is provided by the city. The following design standards allow the city/county to customize their mural wall while still maintaining state sponsor recognition.

These murals are created throughout each state campaign across the country. The State Sponsor will be notified in advance of a unique case, and will give final approval prior to any artwork sent to print. It is estimated to have limited cases per campaign year. The majority of all partners will utilize the approved standard campaign design.

Unique Design Standards

1. Local Artist Program
2. Design Studio Program
3. Collaborative Site Partner



LOCAL ARTIST PROGRAM STANDARD

Nationwide Standard Supporting Local Artists Beginning in 2023

This design standard is available for local site partners who would like to fund a Local Artist to create a site-specific Fitness Court, contributing a storytelling opportunity and bringing public art to the four main walls of the Fitness Court.

State Sponsor will be recognized across design, integrated into art and national standards. State Sponsor will have final approval rights for all local artist series proposals, which will include thematic requirements to match the State Sponsor powder coating color as a universal representation of the state campaign.

Estimated only 1-2 site partners per year who would like to fund local art, which creates diversity and storytelling opportunities (art and fitness) across the state. The city provided fund includes a special grant to the artist.

HOW IT WORKS



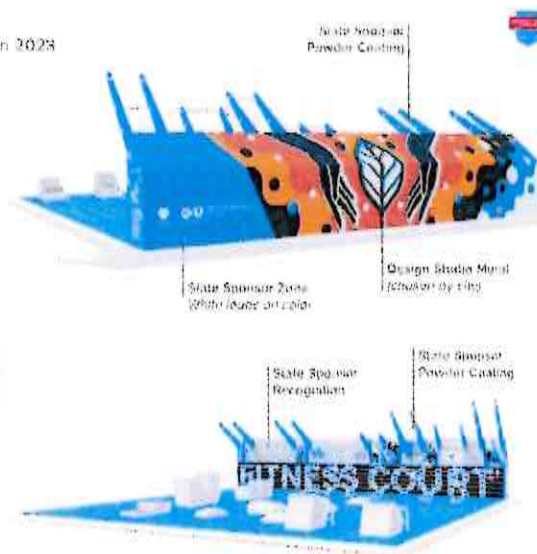
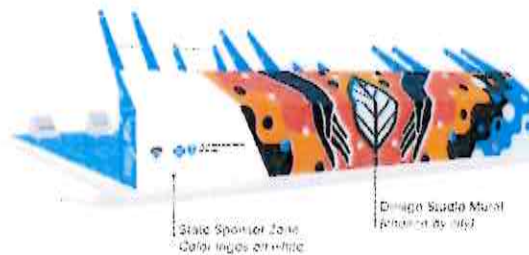
SPONSOR ZONE TO BE APPROVED BY STATE SPONSOR

DESIGN STUDIO PROGRAM STANDARD

Nationwide Standard Supporting Site Partner In-House Art Beginning in 2023

This design standard is available for local site partners who have a concept for unique art and placemaking on their Fitness Court, and would like to fund a local artist mural that is not supported by the Local Artist Program and typically a city design, N/C Design Studio to support design concept. Design to integrate State Sponsor color, and be approved by State Sponsor.

Estimated to be used in rare cases with unique requirements (1-2 site partners per year), adding further recreation and storytelling opportunities (art and fitness) across the state.



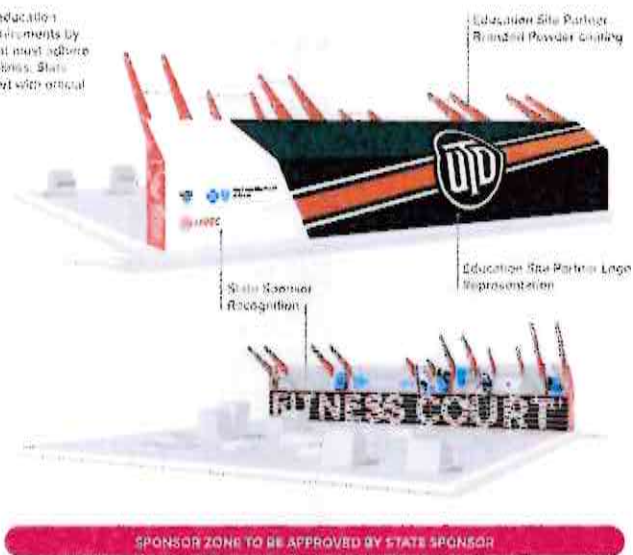
SPONSOR ZONE TO BE APPROVED BY STATE SPONSOR

Both sponsor zone typologies to be approved for use

EDUCATION PROGRAM STANDARD

Nationwide Standard Supporting Education Partnerships Beginning in 2023

This design standard is used for every education partnership in support of structural requirements by schools regarding colors and signage that must adhere to their specific campus branding guidelines. State Sponsor's logo and/or provided in concert with official education logos and symbols.



DESIGN GUIDELINES SITE PLANNING CRITERIA

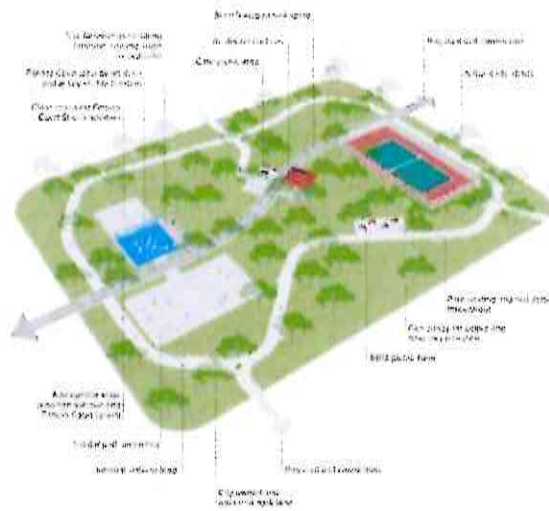
Strategies and Tools for successful Fitness Court Integration



Film copies to be made on 16mm film
 and on 35mm film for the purpose of the
 project. It is the responsibility of the
 filmmaker to ensure that the film is
 made in accordance with the
 requirements of the project.

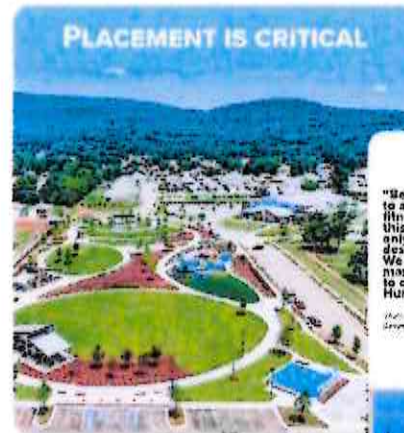
It is important to remember that the information in this article is for informational purposes only. It is not intended to be used as a substitute for professional advice. For more information, please contact your local health care provider.

19. *What is the difference between a variable and a constant?*
A variable is a value that can change, while a constant is a value that remains the same. For example, the number of apples in a basket is a variable, while the number of days in a year is a constant.



Acceptable Adjacent Amenities

Unacceptable Adjacent Amenities



"Being able to walk to a state-of-the-art fitness center and now this beautiful park, only enhances the desirability of the area. We are proud to see so many people choosing to call Northwest Huntsville home."

Handwritten: 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857.



National Fitness Campaign
San Francisco, CA
Tel: 415 702 4019
NationalFitnessCampaign.com
info@nfcg.com



The Fitness Court® - Shipping and Delivery Information

Information below is designed to familiarize you with the storage, unloading and packaging of the Fitness Court, to help identify an appropriate location for acceptance of delivery. Feel free to reach out to your Planning and Design Manager with any questions.

Total Weight

11K lbs. = 1,500 lbs. (Large Crate) + 1,100 lbs. (Small Crate) + 3,400 lbs. (Court Boxes) + 5K lbs. (Tile Pallets)

Packaging

The Fitness Court® will arrive in two crates (53" x 96" x 29" and 36" x 85" x 29"), with an additional 41 boxes outside of the crate, some on pallets.

The Fitness Court® Tile and the Fitness Court Installation Kit will arrive on 3 additional pallets, wrapped separately.

Storage

The approximate storage space requirements are 15' x 15'. In most cases, we recommend indoor storage, as the cardboard boxes are susceptible to weather damage.

IMPORTANT

For unloading, you will want to have 4-5 people and a loading dock. A forklift is required.

IF YOU DO NOT HAVE A LOADING DOCK: You will also need an industrial pallet jack, rated for at least 3,000 lbs., to transport the crates and pallets to the edge of the truck, for the forklift to unload.

Photos 1 & 2 : Court loaded for shipment Photo 3: Typical storage configuration



NFC STUDIO FITNESS COURT CONCRETE SLAB DRAWINGS MINIMUM STANDARDS



SCOPE
PROVIDE CONCRETE SLAB FOR USE WITH OUTDOOR FITNESS FLOORING AND EQUIPMENT. INSTALL PER THESE SPECIFICATIONS TO ENSURE COMPLIANCE WITH ADHESIVE MANUFACTURER'S REQUIREMENTS.

PROVIDE A MINIMUM OF 4" THICK CONCRETE SLAB PER PLANS. MINIMUM DIMENSIONS ARE 35'-0" WIDE X 72'-0" LONG. SEE SITE SPECIFIC PLANS AND / OR ENGINEERING PROVIDED BY OTHERS IF DIFFERENT.

SEQUENCE OF CONSTRUCTION

1. REVIEW ALL DRAWINGS INCLUDING ALL NOTES TO BECOME FAMILIAR WITH SEQUENCE AND DETAILS.
2. DURING INSTALLATION SEQUENCE, REFER TO AND COMPLY WITH APPLICABLE NOTES.
3. PREPARE AREA BELOW SLAB WITH WITH COMPACTED SOIL AND GRAVEL PER PLANS.
4. BUILD FORMS FOR OUTER PERIMETER OF THE SLAB WITH DIMENSIONS PER SLAB PLAN AND SELECTED WIDTH OF OUTER BAND AROUND FITNESS COURT AREA.
5. INSTALL REINFORCEMENT STEEL PER PLANS.
6. PLACE SPECIFIED CONCRETE PER PLANS (TYPICAL).
7. FINISH CONCRETE TO THE SLOPE SPECIFIED FOR DRAINAGE.
8. APPLY SPRAYLOCK PER MANUFACTURER'S SPECIFICATIONS WITHIN 24 HOURS OF CONCRETE POUR.
9. PROVIDE CONTRACTION JOINTS WITHIN 24 HOURS OF CONCRETE POUR.
10. INSTALLATION OF FITNESS WALL, FITNESS FLOORING, AND ALL EQUIPMENT BY OTHERS.



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SHEET INDEX	
SHT. NO	DESCRIPTION
1	COVER
2	SPECIFICATIONS
3	STANDARD DETAILS
4	CONCRETE SLAB LAYOUT
5	CONCRETE SLAB LAYOUT NOTES
6	SITE PREP / LAYOUT
7	ANCHOR DETAILS
8	JOINT / AB LAYOUT PLAN
9	NOTES & DETAILS

NATIONAL FITNESS CAMPAIGN
SAN FRANCISCO, CA

PROJECT: 10001
DRAWING: 10001-001
DATE: 10/1/2020
BY: J. B. B. B.
CHECKED: J. B. B. B.
APPROVED: J. B. B. B.
PROJECT MANAGER: J. B. B. B.

SHEET #:

CONCRETE SLAB MINIMUM SPECIFICATIONS

(FOR FLAT TOP SLAB TILE FLOOR INSTALLATION)

NOTES:

CONCRETE:

1. PROVIDE 4" TO 6" OF CRUSHED RUN GRAVEL AS SHOWN IN SECTION DETAIL.
2. ADD TO BE COMPACTED TO MEET THE REQUIREMENTS OF THE MODIFIED PROCTOR.
3. SLAB DESIGN BASED ON SOIL CLASS 0, 1500 PSF CAPACITY.
4. ALL SLAB CONCRETE TO BE 4000 PSI AT 28 DAYS (CONCRETE STRENGTH REQUIREMENT). A HIGH EARLY SET MAY BE UTILIZED ONLY IF THE MIX DESIGN IS APPROVED BY THE ENGINEER.
5. COHESION SHALL CONFORM TO ASTM C 190, TYPE I.
6. THE AGGREGATE SHALL CONFORM TO ASTM C 33.
7. CHARGE AGGREGATE SHALL BE GRAVEL OR CRUSHED STONE CONFORMING TO ASTM C 33. CHARGE AGGREGATE FOR FLOOR SLAB SHALL NOT EXCEED 1-1/2" AT ITS MAXIMUM WIDTH.
8. WATER SHALL BE CLEAN AND FREE FROM FLUOROUS AMOUNTS OF CHLORIDES, ALKALIES, ORGANIC MATERIALS OR OTHER HARMFUL SUBSTANCES.
9. AIR CONTENT/ADJUSTING ADJUSTERS SHALL CONFORM TO ASTM C 260.
10. CALCIUM CHLORIDE ADJUSTERS, TRICHOCLATE ADJUSTERS OR ANY ADJUSTERS CONTAINING MORE THAN 5% CHLORIDE ORS ARE NOT PERMITTED.
11. REINFORCING STEEL AND CONCRETE TO BE PLACED IN ACCORDANCE WITH AGC 318 LATEST EDITION.
12. THE ALLOWABLE CURING TENSILE CRACK SHALL BE 2" PLUS OR MINUS 1/2" UNLESS SUPERADJUSTERS ARE USED. THE ENGINEER SHALL APPROVE SUPERADJUSTERS USE.
13. AS REQUIRED BY OWNER, SLAB TEST SHALL BE MADE IN ACCORDANCE WITH ASTM C 443.
14. NO CONCRETE SHALL BE PLACED WHEN THE ATMOSPHERIC TEMPERATURE IS 50°F OR 5°F WITHOUT PERMISSION OF THE ENGINEER.
15. AVOID HOT WEATHER CONCRETE PLACEMENT. CONCRETE PROVIDER TO PROVIDE HOT WEATHER CONCRETE PLACEMENT PLAN FOR CONCRETE PLACED IN TEMPERATURE IN EXCESS OF 90 DEGREES.
16. THE ENGINEER OR THE OWNER MAY ACCEPT OR REJECT ANY WORK THAT DOES NOT MEET THE REQUIREMENTS OF THESE NOTES OR THE PROJECT DRAWINGS.
17. AS REQUIRED BY OWNER, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR TESTING THE SLUMP, AIR CONTENT, AND CONCRETE OR NOTES BY A THIRD PARTY.
18. AS REQUIRED BY THE OWNER, COMPRESSIVE STRENGTH OF THE CONCRETE CYLINDERS SHALL BE TESTED AT 7 DAYS, 28 DAYS, AND 90 DAYS. APPROPRIATE NUMBER OF CYLINDERS SHALL BE COLLECTED TO PERFORM THE TESTING. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH ASTM C 39.
19. SLAB TO BE Poured IN EITHER 20" X 20" SECTIONS (SLAB) OR PROVIDE 1/2" SAWCUT CONTRACTION JOINTS AT 15' MAXIMUM SPACING. SAWCUT JOINTS TO BE MADE AS SOON AS THE CONCRETE HAS CURED SUFFICIENTLY TO ALLOW THE WORK WITHOUT DAMAGING THE CONCRETE.
20. CONTINUE JOINT PLACEMENT PRIOR TO CUTTING JOINTS. ENSURE 3" CLEARANCE BETWEEN ANCHOR CENTERS AND JOINT AND CUT JOINTS AS SHOWN ON PLAN VIEW.

REINFORCEMENT:

1. INSTALL SLAB REINFORCING 8 # 8 OR 5/8" WELDED WIRE MESH (WWM) PLACED IN THE CENTER OF THE SLAB TO EXTEND THROUGH ENTIRE SLAB. USE 1/2" SUFFICIENT NUMBER OF CHAINS TO MAINTAIN WIRE POSITION.
2. INSTALL ADDITIONAL UPGRADED REINFORCEMENT AS REQUIRED BY LOCAL CODE.
3. PROVIDE VAPOR BARRIER BELOW THE SLAB (15 MIL MIN. WITHIN 12" OVERLAP AT VAPOR BARRIER JOINTS).

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CONCRETE FINISHING NOTES:

1. THE FINISHED CONCRETE SURFACE SHALL BE SLOPED AWAY FROM THE WALL. THE SURFACE SLOPE SHALL BE 1/8" PER 12".
2. THE FINISHED CONCRETE SURFACE SHALL BE SMOOTH TO PREVENT IRREGULARITIES, INCLUSIONS, OR OTHER DEFECTS THAT WOULD AFFECT THE FINISHED FLOOR SURFACE. THE SURFACE SHALL BE FLAT TO THE EQUIVALENT OF 1/4" OVER 10'.
3. THE FINISHED CONCRETE SURFACE SHALL HAVE A LIGHT BROOM FINISH TO PROVIDE THE BEST SURFACE FOR FLOOR ADHESION.
4. IMPORTANT: FLOORING INSTALLATIONS REQUIRE A 28 DAY CURE TIME AFTER CONCRETE IS PLACED. FLOORING INSTALLATIONS CAN BE ACCELERATED WITH AN APPLICATION OF "SPRAYLOCK" PRODUCT. SPRAYLOCK (SP) OR SPRAYLOCK SPC-337 REQUIRED (NO EQUALS). THE SPRAYLOCK PRODUCT WILL ALLOW FLOORING INSTALLATION AS SOON AS 14 DAYS AFTER CONCRETE PLACEMENT AND SPRAYLOCK APPLICATION. CONFIRM PRODUCT SELECTION WITH THE MANUFACTURER. APPLY SPRAYLOCK PRODUCT THE DAY OF THE CONCRETE PLACEMENT PER MANUFACTURER'S INSTRUCTIONS.

ANCHOR NOTES: INSTALLATION OF FLOOR ANCHORS BY OTHERS:

1. FIELD VERIFY ALL ANCHOR LOCATION (MARKINGS) AND PATTERNS PRIOR TO DRILLING. SEE FITNESS COURT INSTALLATION INSTRUCTIONS FOR ANCHOR LOCATIONS.
2. DRILL THROUGH THE TILE FLOOR (1" TILE THICKNESS) WHERE NECESSARY WITH APPROPRIATE DRILL BIT TO MATCH ANCHOR HOLE IN CONCRETE.
3. SEE ANCHOR DETAILS FOR APPROPRIATE CONCRETE EMBEDMENT DEPTH AND HOLE DIAMETER.
4. STAINLESS STEEL MUST BE USED WHERE SPECIFIED.
5. COMPONENTS SPECIFIED AS HOT-DIP GALVANIZED MAY BE SUBSTITUTED WITH 304 SS COMPONENTS.

GENERAL:

1. SITE PREPARATION REQUIREMENTS AND CONCRETE SLAB DESIGN SHALL BE REVIEWED BY LOCAL CIVIL OR SOILS ENGINEER TO CONFIRM SUITABILITY BASED UPON SITE SPECIFIC NEEDS AND CONDITIONS.

SPRAYLOCK SPECIFICATIONS

SPRAYLOCK IS DESIGNED TO IMPROVE AND PROTECT THE CONCRETE SLAB THROUGHOUT THE CONCRETE LIFE CYCLE, DECREASING THE PERMEABILITY OF THE CONCRETE.

WATER VAPOR MOVING THROUGH A SLAB IS A PROBLEM FOR MANY ADHESIVES AND FLOORING MATERIALS. THE USE OF THE SPRAYLOCK PRODUCT HELPS CONDITION THE CONCRETE IN PREPARATION FOR THE INSTALLATION OF OUTDOOR FLOORING. SPRAYLOCK IS USED TO HELP MINIMIZE WATER IN CONCRETE SLABS WHICH CAN HELP MINIMIZE THE RISK OF FLOOR SYSTEM FAILURES.

SPRAYLOCK IS APPLIED TO THE SURFACE OF THE CONCRETE SHORTLY AFTER FINISHING OPERATIONS ARE COMPLETED. WHEN USED AT TIME OF PLACEMENT, SPRAYLOCK CONCRETE PROTECTION (SPC) PRODUCT REDUCE WATER VAPOR TRANSMISSION TO THE POINT WHERE THE PERFORMANCE OF MOISTURE-SENSITIVE FLOORING, ADHESIVES, AND COATINGS ARE NOT AFFECTED AFTER FLOORING IS INSTALLED (PHASE II).

FOR ADDITIONAL INFORMATION CONTACT YOUR NFC PROJECT MANAGER.

SPRAYLOCK CAN BE PURCHASED BY CONTACTING THE NFC PROJECT REPRESENTATIVE AT:

JAY CALLAHAN
Email: jcallahan@nfc.com
Phone: (714) 999-2532

NOTE: ONLY SPRAYLOCK SP OR SPRAYLOCK SPC 337 ARE APPROVED FOR THIS APPLICATION. NO EQUALS.

SPRAYLOCK CONCRETE PROTECTION (SPC) PRODUCT SHOULD BE KEPT FROM FREEZING DURING STORAGE AND SHOULD NOT BE APPLIED TO CONCRETE WITH TEMPERATURES LESS THAN 40°F (4°C).

NATIONAL FITNESS CAMPAIGN
SAN FRANCISCO, CA

REVISIONS
REVISION NO.
REVISION DATE
REVISION BY
REVISION DESCRIPTION

SHEET #:

STANDARD CONSTRUCTION DETAILS

<p>1 CONTRACTION JOINT</p> <p>JOINTS MAY BE CUT OR CONCRETE FINISHED. MAX. 1/2" WIDE WITH CONTRACTION JOINTS TO BE FOLDED INSTEAD OF SAWCUT. SAWCUT JOINTS ARE PERMITTED. CUT JOINTS SHALL BE 1/2" WIDE, 1/2" DEEP, AND LOCATED WITHIN 24 HOURS OF POUR.</p>	<p>2 CONSTRUCTION/COLD JOINT</p> <p>DO NOT USE. SPACING JOINTS SHALL BE WITHIN 15' MAXIMUM. DO NOT USE. SPACING JOINTS SHALL BE WITHIN 15' MAXIMUM.</p>	<p>3 ISOLATION/EXPANSION JOINT</p> <p>DO NOT USE. ISOLATION JOINTS SHALL BE WITHIN 15' MAXIMUM. DO NOT USE. ISOLATION JOINTS SHALL BE WITHIN 15' MAXIMUM.</p>
<p>4 CONCRETE SURFACE FINISH</p> <p>CONCRETE SUBSTRATE SHOULD NOT BE SMOOTH AND REFLECTIVE. IF MUST HAVE A CONCRETE JOINT PROVIDE OF 1/2" (1/2" MAX) FOR LIGHT BROOM FINISH.</p>	<p>5 EXPANSION JOINT BEHIND WALL</p> <p>EXPANSION JOINT BEHIND WALL. EXPANSION JOINT BEHIND WALL. EXPANSION JOINT BEHIND WALL.</p>	<p>PROPERTY OF NATIONAL FITNESS CAMPAIGN</p> <p>THIS DOCUMENT IS PROPERTY OF THE NATIONAL FITNESS CAMPAIGN. THE DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSION FROM THE NFC FOR THE PURPOSES AUTHORIZED BY NFC. DISCLOSURE, REPLICATION, MODIFICATION, OR OTHER USE OF THIS DOCUMENT IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF NFC.</p>

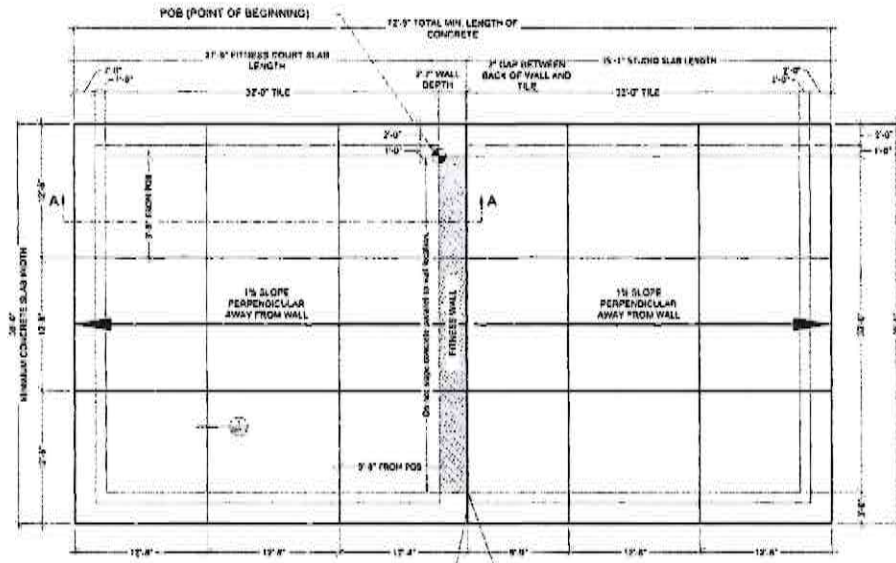
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CONCRETE SLAB PLAN

(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)



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EXPANSION JOINT 1' BEHIND WALL PER DETAIL 3/ SHT. 3 AND DETAIL 5/ SHT. 3

0'-2\"/>

NATIONAL FITNESS CAMPAIGN
SAN FRANCISCO, CA

PROJECT NAME
NATIONAL FITNESS CAMPAIGN
LOCATION
SAN FRANCISCO, CA
DATE
JULY 2018
DRAWN BY
JULIA L. LEE
CHECKED BY
JULIA L. LEE
DATE
JULY 2018

SHEET #1

1 of 1

ORDINANCE NO. 2024-0702-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JARRELL, TEXAS, ADOPTING PROCEDURES FOR DETERMINATIONS OF MUNICIPAL INFRASTRUCTURE COST APPORTIONMENT DETERMINATION AND APPEALS FOR SUCH DETERMINATIONS; ADOPTING PROCEDURES FOR HEARING APPEALS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Jarrell, Texas seeks to establish procedures for the determination of infrastructure costs as required by Texas Local Government Code Section 212.904; and

WHEREAS, the City believes these process provide the most fair manner in which to hear appeals; and

WHEREAS, the City Council of the City of Jarrell, Texas wishes to adopt the following standards.

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

SECTION 1. The recitals contained in the preamble of this Ordinance are determined to be true and correct and are hereby adopted as a part of this ordinance.

SECTION 2. Purpose. The purpose of this Ordinance is to govern the procedures to request from the City a determination of municipal infrastructure cost apportionment and the procedures of an appeal by a developer of its proportionate share of the costs of municipal infrastructure improvements as provided by state law.

SECTION 3. Determination of proportionate share.

(A) A developer who is required to pay a proportionate share of municipal infrastructure pursuant to Local Government Code Section 212.904, as amended, may request from the City a determination of the developer's proportionate share. The request for a determination shall be emailed to the Director of Engineering.

(B) The City's determination of the developer's proportionate share shall be completed within thirty (30) days following the submission of the developer's request for a determination of the developer's proportionate share.

SECTION 4. Appeal.

- (A) In the event that a developer disputes the determination of the City for its costs of municipal infrastructure improvements for a property development project, the developer must file a written appeal with the Director of Engineering requesting a determination by the City Council.
- (B) A written appeal shall set forth the infrastructure improvements, charges or costs of the municipal infrastructure improvements the developer seeks to contest.
- (C) Failure of the developer to appear on the scheduled date and time at the appeal hearing before the City Council shall be grounds for dismissal.

SECTION 5. Standards for City Council evaluation of the contested infrastructure cost apportionment. The developer shall bear the burden of proof to demonstrate that the City's municipal infrastructure cost apportionment determination is not roughly proportionate. The party appealing to the City Council shall have the burden of first presenting evidence as provided by these rules. The City Council shall evaluate the contested infrastructure cost apportionment determination under the following standards:

- (A) Whether the infrastructure cost apportionment determination relates to the needs created by the property development project.
- (B) Whether the infrastructure cost apportionment determination is roughly proportionate to the impact of the property development project.

SECTION 6. Procedural rules. The following procedural rules shall apply to appeals under this Ordinance:

- (A) Opening of the hearing. The presiding officer of the City Council shall call the agenda item and open the hearing. The developer and the City may opt to have all or portions of the hearing conducted by a representative.
- (B) Developer's presentation.
 - (1) The developer shall present written evidence and oral or written testimony regarding the infrastructure administrative apportionment determination to the City Council.
 - (2) If more than one apportionment determination is being contested by the developer, the developer shall present as part of his presentation an enumerated list of contested apportionment determinations.
 - (3) The developer may present oral testimony, written document, or both during the presentation of evidence and testimony.
 - (4) If the developer wishes to introduce written documentation, it must be provided to the city secretary no later than seven calendar days in advance of the hearing to ensure that council members have time to review the material prior to the hearing.

- (5) If the developer wishes to introduce expert testimony, it must file written testimony no later than seven days prior to the appeal hearing.

SECTION 7. City Council examination/clarification of developer's presentation. Following the developer's presentation, the City Council may ask questions of the developer, and the developer's witnesses and representatives.

SECTION 8. City presentation. City staff, witnesses, and representatives may offer evidence and testimony regarding the apportionment determination or other relevant issue raised by the developer during his presentation or as directed by city council. The City's presentation may be on a different day as approved by the City Council.

SECTION 9. City Council examination/clarification of City's presentation. The City Council may question the City staff, witnesses, or representatives regarding the apportionment determination or other relevant issue raised in the presentations.

SECTION 10. Developer's cross-examination of City witnesses and rebuttal. The developer may question or cross-examine the City staff, witnesses, or representatives regarding the apportionment determination, the disputed issues raised by the developer, and any other area of testimony or evidence they addressed in their presentation or in response to City Council examination. The developer may also introduce rebuttal evidence during this stage of the proceeding.

SECTION 11. City Council re-examination/clarification. The City Council may conduct further questioning of any previously called witness or seek any further explanation on any issue raised in the hearing.

SECTION 12. Developer re-cross and closing statement. Following the conclusion of the City Council's re-examination, the developer shall be given the option to conduct further questioning or cross-examination of any previously called witness. The developer shall also be given the option to make a brief summation of his arguments or a closing statement.

SECTION 13. Closure and timetable for decision. Upon conclusion of the developer's case, the presiding officer shall inquire whether the developer has submitted all the evidence and testimony he wishes the council to consider. If the developer indicates all evidence and testimony has been submitted, the council shall issue a determination within 30 days of the conclusion of the hearing.

SECTION 14. City Council authority. The City Council shall have the authority to affirm or overturn the findings of the City staff in making the infrastructure apportionment determination in whole or in part, and may make or modify an award or refund to the developer in order to confirm with the standards of rough proportionality set forth in Texas Local Government Code, § 212.904, and the standards set forth herein. The applicable determination by the City Council shall be made within thirty (30) days following the final submission of any testimony or evidence by the developer.

SECTION 15. Severability. It is hereby declared that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, because the same would have been enacted by the city council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 16. All ordinances and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 17. Adoption. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

SECTION 18. Effective Date. This ordinance shall take effect immediately from and after its adoption and it is accordingly so ordained.

Voted and approved this 2nd day of July, 2024.

PATRICK SHEREK, Mayor

ATTEST:

DIANNE PEACE, City Secretary

