THE CITY OF
JARRELL

City of Jarrell
Regular City Council Meeting

Jarrell City Council Chambers
161 Town Center Blvd. Jarrell, Texas 76537
Tuesday, August 6, 2024, at 7:00 p.m.

AGENDA

Mayor Patrick Sherek	Mayor Pro Tem Place 3, Tanya Clawson
Alderman Place 1, Daniel Klepac	Alderman Place 4, Adam Marsh
Alderman Place 2, Jeff Seidel	Alderman Place 5, Daniel Islas

1. CALL MEETING TO ORDER

- Roll Call
- Invocation
- 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.

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.

3. PUBLIC HEARING

3.1 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

3.2 Discussion, consideration and possible action regarding Ordinance No. 2024-0806-01, an Ordinance for the Annexation Of 79.91 Acres Out of The Elisha Davis Survey Number 23 Abstract Number 172 Situated in Williamson County.
Jordan Cantu

3.3 Public Hearing and discussion regarding the Fiscal Year 2024-2025 Proposed Budget.
Danielle Singh

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 July 2, 2024.
Dianne Peace

4.2 Discussion, consideration and possible action regarding Resolution No. 2024-0806-02, A Resolution for the Adoption of Voting Equipment for the General and Special Elections on November 5, 2024.
Dianne Peace

4.3 Discussion, consideration and possible action to authorize the First Amendment to the Cooperation Agreement for the Williamson County Urban County Program for Fiscal Years 2025 - 2027.
Danielle Singh

4.4 Discussion, consideration, and possible action regarding a Cyber Liability and Data Breach Response Interlocal Agreement to purchase cyber liability and data breach coverage from the TML Risk Pool.
Danielle Singh

4.5 Discussion, consideration, and possible action regarding Resolution No. 2024-0806-03, a Resolution Authorizing the Execution of an Interlocal Agreement Between the City of Jarrell and the Texas Department of Transportation (TxDOT) for the Installation, Operation, and Maintenance of Traffic Signals at IH 35 and 5th/6th Street, and IH 35 and C. Bud Stockton Loop.
Jorge Hernandez

THE CITY OF
JARRELL

5. REGULAR AGENDA ITEMS

5.1 Discussion, consideration and possible action regarding Ordinance No. 2024-0806-04, An Ordinance Of The City Of Jarrell, Texas, Ordering A General Election On Tuesday, November 5, 2024, For The Election Of The Mayor, Alderman Place 1 And Alderman Place 2 For Said City; Providing For The Participation By City In Agreement With Williamson County Elections Administrator And Other Participating Entities Allowing Williamson County To Handle Such Elections; Providing For The Conduct Of The Election, Resolving Other Matters Incident And Related To Such Election; And Providing For An Effective Date.
Dianne Peace

5.2 Discussion, consideration and possible action regarding Ordinance No. 2024-0806-05, An Ordinance Of The City Of Jarrell, Texas, Ordering A Special Election On Tuesday, November 5, 2024, For The Reauthorization Of Local Sales And Use Tax At The Rate Of One-Fourth (1/4)% To Continue Providing Revenue For Maintenance And Repair Of Municipal Streets For Said City; Providing For The Participation By City In Agreement With Williamson County Elections Administrator And Other Participating Entities Allowing Williamson County To Handle Such Elections; Providing For The Conduct Of The Election, Resolving Other Matters Incident And Related To Such Election; And Providing For An Effective Date.
Dianne Peace

5.3 Discussion, consideration, and possible action on Ordinance No. 2024-0806-06, an Ordinance Authorizing the Execution of a Franchise Agreement Between the City of Jarrell and Atmos Energy Corporation for the Installation, Operation, and Maintenance of Gas Pipelines and Equipment.
Jorge Hernandez

5.4 Discussion, consideration, and possible action to set the preliminary tax rate for the FY2024-2025 Annual Budget and setting the date to hold a public hearing.
Danielle Singh

6. DISCUSSION ITEMS:

6.1 Discussion to schedule a Special Called Meeting in August regarding a consultation with the City Attorney for Eastern Wells Development.

THE CITY OF
JARRELL

6.2 Discussion regarding rescheduling the October 1, 2024 City Council meeting to October 8, 2024 due to National Night Out.

7. ADJOURN INTO CLOSED SESSION/EXECUTIVE SESSION:

7.1 Closed Executive Session pursuant to 551.074 to deliberate the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: Executive Director, Jarrell Economic Development Corporation.

8. RECONVENE INTO OPEN SESSION.

8.1 Discussion and possible action regarding the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: Executive Director, Jarrell Economic Development Corporation.

9. 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 August 2, 2024, at 4:30 p.m.

Orraine Peace

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 CITY OF
JARREL

3.1
3.2

Date: August 6, 2024

Subject: J80 Annexation

Item: 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

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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

THE CITY OF
JARRELL

ORDINANCE NO. 2024-0806-01

VOLUNTARY ANNEXATION
79.91 ACRES OUT OF THE ELISHA DAVIS SURVEY NUMBER 23 ABSTRACT NUMBER 172 SITUATED IN WILLIAMSON COUNTY, TEXAS.

AN ORDINANCE OF THE CITY OF JARRELL, TEXAS, ANNEXING CERTAIN HEREINAFTER DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY; KNOWN TO BE A SPARSELY POPULATED AREA; INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF JARRELL, TEXAS ON PETITION OF THE LANDOWNERS OF THE PROPOSED ANNEXED AREA; EXTENDING THE BOUNDARY LIMITS OF THE CITY OF JARRELL SO AS TO INCLUDE SAID PROPERTY WITHIN THE JARRELL CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND/OR ANY INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A FINDS OF FACTS CLAUSE; ANNEXATION OF TERRITORY CLAUSE; PROPER NOTICE AND MEETING REQUIREMENTS CLAUSE; PUBLICATION CLAUSE; SEVERABILITY CLAUSE; REPEALING CLAUSE; OPEN MEETINGS CLAUSE; EFFECTIVE DATE CLAUSE.

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes municipalities to annex sparsely populated areas into the municipal boundaries (i.e., corporate limits or city limits) upon petition of the area landowners if that territory is adjacent and contiguous; and

WHEREAS, such tract of land containing 20 (more or less) is (a) one-half mile or less in width; (b) contiguous to the City; and (c) vacant and without residents or on which fewer than three (3) qualified voters reside; and

WHEREAS, in accordance with Texas Local Government Code section 43.028, the City Council has heard the petition and the arguments for and against the annexation and grants the petition;

WHEREAS, there were no objections, brought before the City Council, regarding this annexation.

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

SECTION I: FINDINGS OF FACT

All of the above properties are hereby found to be the true and correct legislative and factual findings of the City Council of Jarrell and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION II: ANNEXATION OF TERRITORY

The areas described in Exhibit "A", which are attached hereto and incorporated herein for all purposes, is hereby annexed and brought within the municipal boundaries (i.e., corporate limits) of the City of Jarrell, and is made an integral part, hereof.

The owners and inhabitants of the areas herein annexed are entitled to all of the rights and privileges of other citizens of the City 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.

SECTION III: PROPER NOTICE AND MEETING REQUIREMENTS

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

SECTION IV: 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.

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.

SECTION V: 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 VI: REPEALING CLAUSE

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

SECTION VII. 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 VIII: EFFECTIVE DATE

This Ordinance is effective, and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

PASSED and APPROVED on this the 6th day of August 2024 by the City Council of the City of Jarrell, Texas.

THE CITY OF JARRELL

BY:	**ATTEST:**
_____	_____
Patrick Sherek, Mayor	**Dianne Peace, City Secretary**

THE CITY OF
JARRELL

Exhibit A

Annexation, Zoning, and Platting Process and Checklist

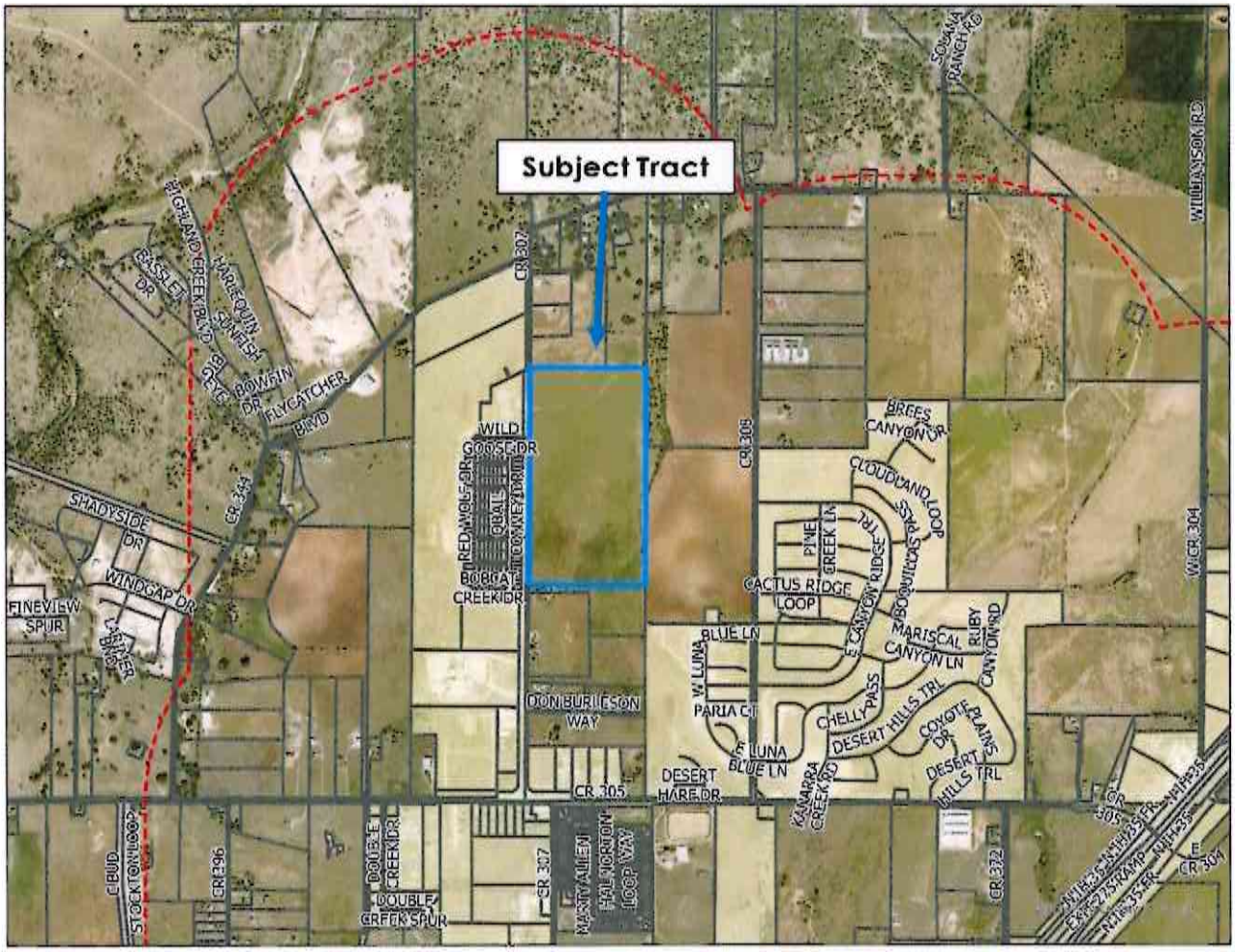
THE CITY OF JARRELL

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, Kerrville 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.



Checklist:

Annexation Checklist

- ☐ Voluntary Annexation Packet Submitted-In Compliance with requirements.
  - Notes: Compliance verified on 06/06/24
- ☐ Development Agreement Offered
  - Notes: Development Agreement offered to Owner at Pre-Development 4/23/24.
- ☐ Development Agreement Rejected or Approved.
  - Notes: Declined on 4/23/24 and then again on 6/17/24.
- ☐ Municipal Service Plan Sent
  - Notes: Sent on 6/17/24
- ☐ Call for Public Hearing at Council Meeting.
  - Notes: 07/02/24 Call for Public Hearing Made for 08/06/24
- ☐ Notices sent (11-20 days Prior to meeting).
  - Notes: Will be sent by 07/16/24
- ☐ Public Hearing.
  - Notes: Projected for 08/06/24
- ☐ Council Adoption.
  - Notes: Projected for 08/06/24
- ☐ Post-Annexation Notice.
  - Notes: Projected on 08/09/24

Zoning Checklist

- ☐ Zoning Change Application Submitted. Notes: _____
- ☐ Public Notification Sent. Notes: _____
- ☐ P&Z Hearing and Decision. Notes: _____
- ☐ Council Hearing and Decision. Notes: _____

Subdivision Process

- ☐ Preliminary Plat Submitted. Notes: _____
- ☐ Staff Review and Comments/Rebuttals. Notes: _____
- ☐ Comments Cleared. Notes: _____
- ☐ P&Z Review. Notes: _____
- ☐ Council Review. Notes: _____
- ☐ Final Plat Submitted. Notes: _____
- ☐ Staff Review and Comments/Rebuttals. Notes: _____

- ☐ Comments Cleared. Notes: _____
- ☐ P&Z Review. Notes: _____
- ☐ Council Review. Notes: _____

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 streetlights 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 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.

MINUTES

Mayor Patrick Sherek - **Present**	Mayor Pro Tem Place 3, Tanya Clawson - **Present**
Alderman Place 1, Daniel Klepac - **Present**	Alderman Place 4, Adam Marsh - **Absent**
Alderman Place 2, Jeff Seidel - **Absent**	Alderman Place 5, Daniel Islas - **Present**

1. **MAYOR PATRICK SHEREK CALLED THE MEETING TO ORDER AT 7:00 P.M.**
   - Roll Call - **All members present, except for Aldermen Jeff Seidel and Adam Marsh**
   - Invocation – **Led by Robert Christopher**
   - Pledge of Allegiance

2. Proclamation Declaring August 1, 2024 as Education Connection Day

   The Proclamation was read by Mayor Patrick Sherek and presented to the Education Connection group.

3. **PUBLIC COMMENTS - NONE**

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.

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.

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.

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.

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

4.5 Discussion, consideration, and possible action regarding budget amendments for FY24.

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.

Alderman Daniel Klepac pulled Consent Agenda Item No. 4.4, 4.5 and 4.6 for discussion.

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

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.

Mayor Pro Tem Tanya Clawson made a motion to approve Ordinance No. 2024-0707-02 as presented. Second by Alderman Daniel Klepac. The motion was approved by a unanimous vote.

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.

Alderman Daniel Klepac made a motion to table Agenda Item No. 5.2 until the August meeting. Second by Mayor Pro Tem Tanya Clawson. The motion was approved by a unanimous vote.

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

Alderman Daniel Klepac made a motion to approve Ordinance No. 2024-0702-04. Second by Mayor Pro Tem Tanya Clawson. The motion was approved by a unanimous vote.

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.

No formal action was taken.

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.

Alderman Daniel Klepac made a motion to approve Ordinance No. 2024-0702-05. Second by Mayor Pro Tem Tanya Clawson. The motion was approved by a unanimous vote.

6. ADJOURNED INTO CLOSED SESSION/EXECUTIVE SESSION AT 7:36 P.M.:

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. **RECONVENED INTO OPEN SESSION AT 8:45 P.M..**

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

Mayor Pro Tem Tanya Clawson made a motion to authorize the City Manager to execute a Letter of Intent with Labatt Food Service, LLC. Second by Alderman Daniel Klepac. The motion was approved by a unanimous vote.

7.2 Discussion, consideration and possible action regarding the Eastern Wells development.

No formal action was taken.

8. **THE MEETING WAS ADJOURNED AT 8:42 P.M.**

PASSED AND APPROVED by the City Council on the 6TH DAY of AUGUST 2024.

CITY OF JARRELL, TEXAS **Attest:**

Patrick Sherek, Mayor **Dianne Peace, Municipal Clerk**

THE CITY OF JARRELL

RESOLUTION NO. 2024-0806-02

THE CITY OF JARRELL FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that the City of Jarrell, in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 and DS300 Digital® Precinct Scanner. The DS850 Digital® Central Count Scanner will be used to process all by mail ballots.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

THE CITY OF JARRELL HEREBY RESOLVES:

As chief elections officer of the City of Jarrell, the Williamson County Election Administrator shall provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to the City of Jarrell, including but not limited to lease or rental from the County of Williamson or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

PASSED and APPROVED on this the **6th** day of **August 2024** by the City Council of the City of Jarrell, Texas.

THE CITY OF JARRELL

BY: **ATTEST:**

Patrick Sherek, Mayor

Dianne Peace, City Secretary

Dianne Peace

From:	Elections Entities <electionsentities@wilco.org>
Sent:	Monday, July 15, 2024 3:38 PM
To:	Elections Entities
Cc:	Bridgette Escobedo
Subject:	November 5, 2024 - Election Contracting
Attachments:	Ballot Template for Propositions.pdf; Ballot Template for Contests.pdf; New Equipment Adoption Order 2024.docx; Contract for Election Services Nov 2024.docx; Key Dates Calendar (112024 Election).pdf

Hello,

Preparations are currently underway for the November 5, 2024 Election.
We ask that all entities interested in contracting with the Williamson County Elections Department noti fy our office no later than Friday, July 26th.

Attached you will find the:

1. Contract for Elections
2. Key Dates Calendar
3. Adoption of Voting Equipment Form (which must be signed if not already done so.)
4. Ballot Language Templates for Contest and Propositions (please return with preliminary language as soon as possible)

The following information will be provided to you as soon as it has been finalized, approximately August 21st:

1. Attachment A: List of Participating Authorities
2. Attachment B: Election Day Voting Locations
3. Attachment C: Early Voting Schedule with Voting Locations

To ensure we have the most up-to-date records, please provide us with the entity boundary information through ***our GIS Portal,*** no later than Friday, August 9th using the code **November2024**.
Current Election (arcgis.com)

Our office will also need an Order of Election and Notice of Election per entity planning to contract. Please refer to the Key Dates Calendar for more information.

If you have any questions or concerns, please don't hesitate to contact the Williamson County Elections Office or the TX SOS Office.

Williamson County Elections
Office: 512.943.1630 | Fax: 512.943.1634
ElectionEntities@wilco.org
301 SE Inner Loop Ste.104, Georgetown, TX 78626
www.wilcotx.gov

THE CITY OF
JARRELL

Date: August 6th, 2024

Subject: CDBG Requalification Process

Item: Discussion, consideration and possible action to authorize the First Amendment to the Cooperation Agreement for the Williamson County Urban County Program for Fiscal Years 2025 - 2027.

Department: Administration

Staff Member: Danielle Singh, City Manager

Background Information:
In 2015, the City signed an agreement with Williamson County in order to be eligible to receive Community Development Block Grant (CDBG) funding. In order to continue to receive funding, an amendment to the agreement is required to include additional provisions that are required in order to receive federal funding from HUD.

Funding:
If the agreement is not approved, the City will no longer be eligible for CDBG funding.

Supporting Documentation:
Original Agreement
First Amendment

Recommendation:
Staff recommends the City Council authorize the amendment to the agreement, so the City can continue to receive CDBG funding.

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

FIRST AMENDMENT TO COOPERATION AGREEMENT
WILLIAMSON COUNTY URBAN COUNTY PROGRAM FISICAL YEARS 2025-2027

This AMENDMENT to the AGREEMENT is made by and between WILLIAMSON COUNTY, TEXAS (the "COUNTY") and the City of Jarrell (the "CITY").

WHEREAS, County and City entered into the Cooperation Agreement executed on June 15, 2015 (the "AGREEMENT");

WHEREAS, the Agreement now requires an amendment in order to add additional provisions to Section X;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW, THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City hereby agree to the following amendment to the Agreement:

Section X

The County and the City shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.

Executed and effective as of the approved Original Cooperation Agreement executed on June 15, 2015.

COUNTY OF WILLIAMSON

BY:

_____ Date: _____

Bill Gravell
County Judge

CITY OF JARRELL, TX

BY:

_____ Date: _____

City Official (Mayor or Chief Executive Officer)
Name:
Title:

Williamson County Community Development Office
Attn: Sally Bardwell
710 Main Street
Georgetown, TX 78626

RE: Williamson County Urban County Qualification for Community Development Block Grant

Dear Ms. Bardwell:

In accordance with your request for our City's approved decision regarding the participation in the Community Development Block Grant Cooperative Agreement, our City respectfully selects one of the following options:

☑ The City of Jarrell agrees to continue its participation in the Urban County CDBG for Fiscal Years 2016-2018.

☐ The City of _____ elects not to continue its participation in the Urban County CDBG to Fiscal Years 2016-2018.

Signed and Attested By:

_____ May 26, 2015
City Official Date

_____ May 25-2015
City Secretary Date

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Williamson, a political subdivision of the State of Texas, hereafter referred to as the "County" and the City of Jarrell, a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the Community Development Block Grant Program and the HOME investment Partnership Program, said applications being hereinafter sometimes referred to as the "Grants Applications"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Applications; and

WHEREAS, The 93rd Session of the Congress passed and the President of the Unites States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Williamson County desires to be designated as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing and Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as following:

SECTION I

The City agrees to allow the County to include the City's population in order to qualify for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and other funding as may be authorized by HUD and included in the

County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

By executing this Agreement, the City understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the state allows.); and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.)

SECTION II

The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing activities pursuant to this Agreement. Such activities include but are not limited to these activities included in the Annual One Year Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future. The parties agree, further, to cooperate in all other activities listed as "Community Development Program Activities Eligible for Assistance" under Public Law 93-383, The Housing and Community Development Act of 1974, Title I, Section 105, listed as "Eligible Activities" under the CFR, Title 24, Chapter V Part 570, as amended, Community Development Block Grants, should any of these activities be identified to be carried out in the City.

SECTION III

All activities to be carried out with annual Community Development Block Grant funds and HOME Investment Partnership Program funds, should the Grant Applications be approved, will be carried out during the three fiscal years following approval of said applications, including such additional time as may be required for the expenditure of funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by the City that such program income must be paid to the County unless the City has

been authorized by prior written Agreement from the County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by the City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, the City's change of status or the discontinued use of Program funds for approved activities, and program income that is on hand or received subsequent to the closeout or change of status shall be paid to the County.

SECTION IV

Neither party to the Agreement may veto or in any way obstruct the implementation of the approved Consolidate Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority which it presently possesses.

SECTION V

The City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years in which this Agreement is in effect. Further, the City may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation during the fiscal years in which this Agreement is in effect.

SECTION VI

This Agreement shall be effective for the three year qualification period of Fiscal Years 2016-2018 and it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right not to participate.

Each party shall adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and shall submit such amendment to HUD as provided in the urban county qualification notice (see Section IV, Documents to be Submitted to HUD, paragraph E of the Notice) and failure to comply will void the automatic renewal for such qualification period. Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a new qualification period, and to submit the amendment to the U.S. Department of Housing and Urban Development, shall void the automatic renewal of this Agreement for such qualification period.

This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year

qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed. The County and City cannot terminate or withdraw from this Agreement while it remains in effect, unless the County fails to qualify as an urban county.

SECTION VII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice or same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three year period of qualifications, the County shall not be held liable for any obligation or expenses incurred by the City.

SECTION VIII

This Agreement remains in effect until the CDBG and HOME funds and income received with respect to the three-year qualification period and any successive qualification periods are expended and the funded activities completed, and the County and participating unit of general local government may not terminate or withdraw from this Agreement while it remains in effect.

SECTION IX

It is understood by the City and County that the County will adhere to HUD requirements regarding the public hearings and will have final responsibility for selection of projects, the filing of annual grant requests and the preparation of annual performance reports.

SECTION X

The County and the City agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), or other applicable laws and affirmatively further fair housing. It is prohibited to use urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.

SECTION XI

This Agreement may be voided if (1) the City is advised by HUD, prior to the completion of the current requalification process, that the City is eligible to become a metropolitan city; (2) the City elects to take its entitlement status; **and** (3) the City provides the County and HUD with notice of its election to take its entitlement status prior to the completion of the current requalification process. If, prior to the completion of the County's current requalification

process, (1) the City has not been advised by HUD that it is eligible to become a metropolitan city; (2) the City has not elected to take its entitlement status **and** (3) the City has not provided the County and HUD with notice of its election to take its entitlement status, this Agreement shall not be voidable and the City must remain a part of the County Entitlement for the entire three-year period of the county's qualification, regardless of population.

SECTION XII

The County and the City agree to take all required actions to comply with the provisions of the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

SECTION XIII

Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

SECTION XIV

The County and the participating units of general local government have adopted and are enforcing:

1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within the jurisdiction.

SECTION XV

The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

SECTION XVI

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by counsel for the County.

SECTION XVII

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated, subsequent to the date hereof, and duly executed by the parties hereto.

IN WITNESS THEREOF, the Agreement is executed in duplicate originals, each to have the force and effect of an original, on the later date set forth herein below.

COUNTY OF WILLIAMSON

BY: _____ Date: 06-15-2015

Dan A. Gattis
County Judge

CITY OF Jarrell

BY: _____ Date: May 26, 2015

City Official (Mayor or Chief Executive Officer)
Name: Larry Bush
Title: Mayor

CERTIFICATION BY COUNTY LEGAL COUNSEL

I, the undersigned, have examined the foregoing Agreement, and as a statutory civil counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities.

County Attorney

BY: _____ Date: 7/22/2015

Shannon C. Francis
Assistant County Attorney

THE CITY OF
JARRELL

Date: August 6th, 2024

Subject: Cyber Liability and Data Breach Response Coverage

Item: Discussion, consideration and possible action to purchase cyber liability and data breach coverage from the TML Risk Pool.

Department: Administration

Staff Member: Danielle Singh, City Manager

Background Information:
With the increase in cyber claims, TML has restructured coverage for these claims to be effective October 1, 2024. In order for the City to continue to receive cyber coverage, we will need to execute the Cyber Interlocal Agreement with TML. There are two coverage options Core and Core +. The costs for these services are $1,000 and $1,250 respectively.

Funding:
Funding is allocated in the upcoming FY 2025 budget.

Supporting Documentation:
Agreement

Recommendation:
Staff recommends the City Council authorize the agreement in order to continue to receive cyber liability and data breach coverage.

CRITICAL ALERT:
Cyber Liability and Data Breach Response Coverage

DATE: June 7, 2024
TO: All Members with Core (Band 1) Cyber Coverage
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

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Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering ***Cyber Liability and Data Breach Response Coverage ("Cyber Coverage")***, cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool's Coverage structure, effective on October 1, 2024. ***Members must elect to continue coverage or "opt-in" by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.***

MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.

Included in this packet are:

1. A two-page flyer **explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program**.
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A **new, separate Interlocal Agreement (contract)** to join the Pool's new Cyber Fund.

Please review the above information.

If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing**.) You can either scan and return the completed and signed agreement by email to underwriting@tmlirp.org or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage ("Cyber Coverage")*, effective October 1, 2024, **for those Members who opt-in and sign the Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials *should implement basic policies, train on them, and follow them*.** (See the final section below on loss prevention to learn more.)

The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at $25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **$500,000 or $1,000,000,** depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from $1,000 to $1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

The Coverage: What You Get
Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

What You Need to Do to Continue Coverage
To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at www.tmlirp.org.

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.

Risk Management and Loss Prevention
As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns (rburns@tmlirp.org) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

Additional Resources
The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to www.tmlirp.org, click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)

TML RISK POOL

LIMIT PAGE

Your entity currently has **Core** Cyber Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at https://members.tmlirp.org/downloads (this link will ask you to log into the Member Portal for access).

*A limit of **$25,000,000** is shared by all **Members** for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.*

	Core	Core+
Tower 1 - Limit of Liability*	$500,000	$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	$500,000	$1,000,000
Retention	$0	$0

Tower 2 - Limit of Liability	$100,000	$250,000
First Party Loss		
Business Interruption Aggregate Sublimit	$20,000	$50,000
Cyber Extortion Loss Aggregate Sublimit	$25,000	$50,000
Data Recovery Costs Aggregate Sublimit	$20,000	$50,000
Reputational Loss Aggregate Sublimit	$5,000	$10,000
Retention (other than Business Interruption)	$0	$5,000
Income Loss Retention under Business Interruption	$5,000	$5,000
Third Party Loss		
Regulatory Defense and Penalities Aggregate Sublimit	$25,000	$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	$10,000	$25,000
Retention	$0	$5,000
eCrime		
Fraudulent Instruction Aggregate Sublimit	$25,000	$50,000
Funds Transfer Aggregate Sublimit	$25,000	$50,000
Telephone Fraud Aggregate Sublimit	$25,000	$50,000
Criminal Reward	$2,500	$2,500
Retention (other than Criminal Reward)	$2,500	$5,000
Retention Criminal Reward	$0	$0

Tower 3 - Limit of Liability	$100,000	$150,000
Breach Breach Response Aggregate Limit of Liability Beazley Response Services	$100,000	$150,000
Retention	$0	$0

New 2024-25 Annual Contribution	**$1,000**	**$1,250**
Previous 2023-24 Contribution	*$175*	*$247.24*

**The Tower 1 Limit of Liability changed from $1 million to $500,000 for Core limits and from $2 million to $1 million for Core+ limits. All other limits remained unchanged.*

Texas Municipal League
Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.

   a. Board. Refers to the Board of Trustees of the Fund.

   b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.

   c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.

   d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.

   e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.

   f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."

   g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.

   h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.

   i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.

   j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.

2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.

3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.

5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

   This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

   The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

   It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

   If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.

8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.

9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.

10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.

11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.

12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.

13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.

14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

    The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.

17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

_____
SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

_____ _____
Title Date

Member's Federal Tax I.D. Number ___ ___ - ___ ___ ___ ___ ___ ___ ___
This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

_____
SIGNATURE OF AUTHORIZED FUND OFFICIAL

_____ _____
Title Date

THE CITY OF
JARRELL

4.5

Date: August 6, 2024

Subject: Interlocal Agreement with TxDOT for Traffic Signal Installation, Operation, and Maintenance

Item: Discussion, Consideration, and Possible Action on a Resolution Authorizing the Execution of an Interlocal Agreement Between the City of Jarrell and the Texas Department of Transportation (TxDOT) for the Installation, Operation, and Maintenance of Traffic Signals at IH 35 and 5th/6th Street, and IH 35 and C. Bud Stockton Loop.

Department: Development Services

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

Justification: The Interlocal Agreement between the City of Jarrell and TxDOT is necessary to ensure the installation, operation, and maintenance of traffic signals at key intersections within the city. This partnership aims to enhance traffic flow, improve safety, and support the city's infrastructure needs. The agreement also allows the City to reimburse TxDOT for the associated costs, not exceeding $ 195,000, as part of a collaborative effort to address the growing traffic demands in Jarrell.

Funding:
Cost: Not to exceed $ 195,000
Source of Funds: Funds are allocated the Capital Recovery Fund in the current fiscal year.

Background Information:
The City of Jarrell recognizes the critical need for traffic signals at key intersections along IH 35 to improve traffic management and safety. The installation and maintenance of these signals are vital as the city continues to expand. The agreement with TxDOT will provide a structured approach to implementing these traffic management systems, ensuring compliance with state regulations and standards.

Public Comment: N/A

Supporting Documentation:
TxDOT Advance Funding Agreement (Exhibit A)

THE CITY OF
JARRELL

RESOLUTION NO. 2024-0806-03

A RESOLUTION OF THE CITY OF JARRELL, TEXAS TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF JARRELL REGARDING THE INSTALLATION, OPERATION, AND MAINTENANCE OF THE TRAFFIC SIGNALS AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Jarrell ("City") and Texas Department of Transportation ("TxDOT") have a mutual intent and understanding with respect to the Interlocal Agreement regarding Installation, Operation, and Maintenance of Traffic Signals; and

WHEREAS, the City of Jarrell ("City") and Texas Department of Transportation ("TxDOT") will enter into the Interlocal Agreement attached as "Exhibit A."

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

That the City Manager is hereby authorized and directed to execute an Interlocal agreement with the County, on behalf of the City, providing for the City's reimbursement to Texas Department of Transportation, not to exceed $195,000, for costs incurred for the traffic signals at IH 35 and 5th/6th Street, and IH 35 and C. Bud Stockton Loop.

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

RESOLVED, PASSED AND APPROVED by the City Council of the City of Jarrell, Texas, on this the **6th** day **of August, 2024**.THE CITY OF JARRELL

THE CITY OF JARRELL

BY: **ATTEST:**

Patrick Sherek, Mayor

Dianne Peace, City Secretary

ORDINANCE NO. 2024-0806-04

AN ORDINANCE OF THE CITY OF JARRELL, TEXAS, ORDERING A GENERAL ELECTION ON TUESDAY, NOVEMBER 5, 2024, FOR THE ELECTION OF THE MAYOR, ALDERMAN PLACE 1 AND ALDERMAN PLACE 2 FOR SAID CITY; PROVIDING FOR THE PARTICIPATION BY CITY IN AGREEMENT WITH WILLIAMSON COUNTY ELECTIONS ADMINISTRATOR AND OTHER PARTICIPATING ENTITIES ALLOWING WILLIAMSON COUNTY TO HANDLE SUCH ELECTIONS; PROVIDING FOR THE CONDUCT OF THE ELECTION, RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Jarrell, Texas hereby finds and determines that an election should be held to elect the Mayor, Alderman Place 1 and Alderman Place 2 for such City;

WHEREAS, the General Election shall be held on Tuesday, **November 5, 2024** between the hours of 7:00 a.m. and 7:00 p.m. with the local voting center located at the Jarrell Memorial Park Community Center, 1651 County Road 305, Jarrell, Williamson County, Texas 76537;

WHEREAS, the City Council further finds it in the best interest of the City to enter into a Joint Election Agreement with Williamson County and other Participating Entities for the purpose of handling the election on behalf of the Participating Entities, as well as sharing election equipment, costs, election officials, precinct polling places and election ballots where appropriate.

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

SECTION 1. A General Election shall be held on the 5th day of November 2024, a uniform election date, in the City of Jarrell, Texas, for the purpose of the election of the Mayor, Alderman Place 1 and Alderman Place 2 for such City.

SECTION 2. The City agrees to enter into the Joint Election Agreement with Williamson County and the other Participating Entities therein, and the Mayor is authorized to sign such Election Agreement on behalf of the City, as well as any other documents deemed necessary to carry through the terms of such Election Agreement.

SECTION 3. The boundaries of the City, as it now exists, are hereby established as and shall constitute one election precinct.

A local polling place shall be at the Jarrell Memorial Park Community Center, 1651 County Road 305, Jarrell, Williamson County, Texas 76537; The election shall be held as prescribed by the applicable law and on the day of the election, the polls shall be open from 7:00 0'clock a.m. to 7:00 0'clock p.m.

SECTION 4. The City appoints, Williamson County Election Administrator, to serve as the Election Officer for the City and each Participating Entity in order to perform and supervise the duties and responsibilities of the Election Officer for the Election.

SECTION 5. Early voting in person and Election Day voting shall be held in common precincts where appropriate at the dates, times and locations are recommended by the Elections Officer.

Oral assistance in Spanish shall be made available to all persons requiring such assistance. Any person requiring oral assistance in Spanish should contact the Elections Administrator.

SECTION 6. All resident qualified electors of the City shall be permitted to vote at the election and on the day of the election, such electors shall vote at any Williamson County Polling Location. The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and the provisions of the Local Government Code, as amended, and as may be required by any other law. All election materials, notices and proceedings shall be printed in both English and Spanish.

SECTION 7. Not later than the 21st day before election day, a copy of the notice, which must include the location of each polling place, shall be posted on the bulletin board used for posting notices of the meetings of the Governing Body of the City of Jarrell. The notice shall remain posted continuously through Election Day. Notice of the election shall also be given by publishing the notice at least once, not earlier than the 30th day or later than the 10th day before Election Day in the official newspaper of the City.

SECTION 8. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 9. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such

conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 10. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11. Any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Board of Alderman hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 12. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13. This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PRESENTED, PASSED and APPROVED on this the **6th** day of **August 2024** by _____ affirmative votes 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

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for an election to be held on the election date of November 5, 2024, and administered by Bridgette Escobedo, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct an election between a Participating Authority and the Elections Administrator.

RECITALS

WHEREAS each Participating Authority listed above plans to hold an election on November 5, 2024;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6300 Voting System, which includes the DS200 and DS300 precinct scanners, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authority's desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold an election on November 5, 2024, ("Election") with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas

Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this Contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses incurred by Williamson County, including all costs associated with interference of conducting the Election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by the Texas Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B.**

If polling places for the November 5, 2024 Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than November 5, 2024 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 5, 2024 Election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to ensure that all election judges appointed for the Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an election worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation for actual time working at a polling place and time spent preparing the polling place prior to the Election at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Deputy Clerk ($17 an hour), Clerks ($15 an hour)
Election Day – Presiding Judge ($17 an hour), Alternate Judge ($15 an hour), Clerk ($15 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the Election, including such part-time temporary help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post- election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Texas Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent contractors and are not employees or agents of Williamson County. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the Williamson County, and no election personnel shall be entitled to the rights, privileges, or benefits of Williamson County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the Williamson County, unless considered a county employee as determined by the Williamson County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this Election are independent contractors and are not employees or agents of a Participating Authority. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of a Participating Authority, and no election personnel shall be entitled to the rights, privileges, or benefits of a Participating Authority employee except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of a Participating Authority, unless considered an employee of the Participating Authority as determined by the governing body of said Participating Authority.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator, subject to approval of the Williamson County Election Board, shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in an election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration

information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit these ballot details in a format or template requested by the Williamson County Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. The approvals must be finalized with the Elections Office within five (5) calendar days of receipt of the proofs, or the provided proofs shall be considered approved.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Pursuant to Texas Election Code Section 43.007, Early Voting by Personal Appearance and/or the use of Vote Centers on Election Day shall be conducted exclusively on Williamson County's EVS 6300 Voting System. Provisional ballots will be cast on the EVS 6300 Voting System.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the Election as required by the Texas Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Texas Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C.** Any Williamson County qualified voter of the Election may vote early by personal appearance at any one of the Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address:	Physical Location:
Early Voting Clerk	Early Voting Clerk
Williamson County Elections Office	Inner Loop Annex
PO Box 209	301 SE Inner Loop, Suite 104
Georgetown, TX 78627	Georgetown, TX 78626

In accordance with Section 87.121(g) of the Texas Election Code, after the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

The Williamson County Election Board shall appoint members to an Early Voting Ballot Board (EVBB) to process Early Voting results from the Election. The Elections Administrator, as chair of the Election Board, shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the Election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the Election to the participants, candidates, press, and general public by distribution of electronic copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Texas Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of the Election shall not take place before November 5, 2024, and no later than November 15, 2024, as per the Texas Election Code.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Texas Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

The Elections Administrator will consider conducting elections in territories outside of Williamson County on a case- by-case basis; provided, however, the Elections Administrator shall administer only the Williamson County portion of the elections held by the Participating Authorities.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff

election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by such Participating Authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 5, 2024 Election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 5, 2024 Election agrees that the date of a necessary runoff election shall be held in accordance with the Texas Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be (i) a base fee of $1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the Election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the Election. The end result will be a charge to the Participating Authority of $1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.

3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

   - $250.00 per ExpressVote Ballot Marking Device
   - $400.00 per DS200/DS300 Precinct Scanner;
   - $6,000.00 per DS850 Central Count scanner to cover the duration of the Election;
   - $250.00 per electronic pollbook.

   The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Participating Authority is fully liable for any expenses incurred by Williamson County on behalf of Participating Authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with Williamson County by Participating Authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the Election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Section 221.014 of the Texas Election Code.

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.

2. Nothing in this Contract prevents any party from taking appropriate legal action against any other

party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.

3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

4. In the event that one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

8. Participating Authority agrees to act in good faith in the performance of this Contract and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this Contract.

9. In the event that any legal action or a recount is filed concerning a Participating Authority's election under any provision of state or federal law, Participating Authority shall choose and provide, at its own expense, legal counsel for Williamson County, and its Elections Administrator or staff if named as a party, witness, or if other discovery or examination of ballots is ordered. Additionally, Participating Authority shall reimburse Williamson County, and its Elections Administrator, the actual costs of any recount or litigation expense and additional election personnel as necessary to complete tasks not otherwise covered under this contract but which are directly related to any recount, contest or other legal action.

10. It is understood that to the extent space is available, that other districts or political subdivisions may wish to participate in the use of Williamson County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Williamson County by the Participating Authorities

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the November 5, 2024 Election is $_____ and is based partly on the itemized costs of the November 5, 2024 joint general special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than thirty (30) days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the Participating Authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the

Participating Authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the Participating Authority the excess amount paid within thirty (30) days after the final costs are calculated.

The Participating Authority agrees that it shall provide ballot details as required in Section VI above to the Elections Office not later than the 69th day (August 28, 2024) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 63rd day before the election (September 2, 2024) that the Elections Office may impose a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 56th day before Election Day (September 10, 2024), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____DAY OF _____, 20___.

ELECTIONS ADMINISTRATOR:

_____
Bridgette Escobedo, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____DAY OF _____, 20___.

PARTICIPATING AUTHORITY:

Name of Participating Authority: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTACHMENT A
(To be provided after the final day to cancel an election as prescribed by the Texas Secretary of State's Election Law Calendar)

List of Participating Authorities

ATTACHMENT B

Election Day Voting Locations

ATTACHMENT C

Early Voting Schedule with Voting Locations

Early Voting by personal appearance will be conducted beginning on Monday, October 21, 2024, and ending on Friday, November 1, 2024, at:

(La votación anticipada por presentación personal se llevará a cabo a partir del lunes 21 de octubre de 2024 y finalizará el viernes 1 de noviembre de 2024 en:)

Main Location - *ubicación principal*

_____

Dates and Times for Full-Time Locations:
(Fechas y horarios para las localidades de tiempo completo)

_____, _____ ____, 20____ through _____,
_____ ____, 20____ ____:00 am – _____:00 pm
(_____, _____ ____, *20____ through* _____,
_____)

_____, _____ ____, 20____ through _____,
_____ ____, 20____ ____:00 am – _____:00 pm
(_____, _____ ____, *20____ through* _____,
_____)

_____, _____ ___ ____:00 am – _____:00 pm
_____, _____ ___

THE CITY OF
JARRELL

Date: August 6th, 2024

Subject: Special Election regarding Sales Tax

Item: Discussion, consideration and possible action to call a special election to reauthorize the municipal sales and use tax for street maintenance.

Department: Administration

Staff Member: Danielle Singh, City Manager

Background Information:
The City current collects a 2% sales and use tax with 1.5% allocated to general governmental use, 0.25% allocated to the Economic Development Corporation, and 0.25% allocated to Street Maintenance. In order to continue collecting sales tax for Street Maintenance, voters must authorize its extension every 4 years. This extension is required in November 2024. If the Council does not call a special election or voters do not vote affirmatively, the City's sales and use tax collection would decrease to 1.75%. The Council may call an election for this item or consider other allocations for the sales and use tax.

Funding:
N/A

Supporting Documentation:
N/A

Recommendation:
Staff recommends the City Council call a special election to reauthorize the sales and use tax for Street Maintenance.

ORDINANCE NO. 2024-0806-05

AN ORDINANCE OF THE CITY OF JARRELL, TEXAS, ORDERING A SPECIAL ELECTION ON TUESDAY, NOVEMBER 5, 2024, FOR THE REAUTHORIZATION OF LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH (1/4)% TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS FOR SAID CITY; PROVIDING FOR THE PARTICIPATION BY CITY IN AGREEMENT WITH WILLIAMSON COUNTY ELECTIONS ADMINISTRATOR AND OTHER PARTICIPATING ENTITIES ALLOWING WILLIAMSON COUNTY TO HANDLE SUCH ELECTIONS; PROVIDING FOR THE CONDUCT OF THE ELECTION, RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Jarrell, Texas hereby finds and determines that a Special Election should be held for the **REAUTHORIZATION OF LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH (1/4)% TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS FOR SAID CITY**;

WHEREAS, the Special Election shall be held on November 5, 2024 between the hours of 7:00 a.m. and 7:00 p.m. with the local voting center located at the Jarrell Memorial Park Community Center, 1651 County Road 305, Jarrell, Williamson County, Texas 76537;

WHEREAS, the City Council further finds it in the best interest of the City to enter into a Joint Election Agreement with Williamson County and other Participating Entities for the purpose of handling the election on behalf of the Participating Entities, as well as sharing election equipment, costs, election officials, precinct polling places and election ballots where appropriate.

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

SECTION 1. A Special Election shall be held on the **5th day of November 2024**, a uniform election date, in the City Of Jarrell, Texas, for the purpose of the election for the **REAUTHORIZATION OF LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH (1/4)% TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS FOR SAID CITY.**

SECTION 2. The City agrees to enter into the Joint Election Agreement with Williamson County and the other Participating Entities therein, and the Mayor is authorized to sign such Election Agreement on behalf of the City, as well as any other documents deemed necessary to carry through the terms of such Election Agreement.

SECTION 3. The boundaries of the City, as it now exists, are hereby established as and shall constitute one election precinct.

A local polling place located at the Jarrell Memorial Park Community Center, 1651 County Road 305, Jarrell, Williamson County, Texas 76537; The election shall be held as prescribed by the applicable law and on the day of the election, the polls shall be open from 7:00 0'clock a.m. to 7:00 0'clock p.m.

SECTION 4. The City appoints **Williamson County Election Administrator**, to serve as the Election Officer for the City and each Participating Entity in order to perform and supervise the duties and responsibilities of the Election Officer for the Election.

SECTION 5. Early voting in person and Election Day voting shall be held in common precincts where appropriate at the dates, times and locations recommended by the Elections Officer.

Oral assistance in Spanish shall be made available to all persons requiring such assistance. Any person requiring oral assistance in Spanish should contact the Elections Administrator.

SECTION 6. All resident qualified electors of the City shall be permitted to vote at the election and on the day of the election, such electors shall vote at any Williamson County Polling Location. The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and the provisions of the Local Government Code, as amended, and as may be required by any other law. All election materials, notices and proceedings shall be printed in both English and Spanish.

SECTION 7. Not later than the 21st day before election day, a copy of the notice, which must include the location of each polling place, shall be posted on the bulletin board used for posting notices of the meetings of the Governing Body of the City of Jarrell. The notice shall remain posted continuously through Election Day. Notice of the election shall also be given by publishing the notice at least once, not earlier than the 30th day or later than the 10th day before Election Day in the official newspaper of the City.

SECTION 8. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 9. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 10. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11. Any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Board of Alderman hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 12. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13. This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PRESENTED, PASSED and APPROVED on this the **6th** day of **August 2024** by _____ affirmative votes 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

THE CITY OF
JARRELL 5.3

Date: August 6, 2024

Subject: Franchise Agreement with Atmos Energy Corporation

Item: Discussion, Consideration, and Possible Action on an Ordinance Authorizing the Execution of a Franchise Agreement Between the City of Jarrell and Atmos Energy Corporation for the Installation, Operation, and Maintenance of Gas Pipelines and Equipment.

Department: Development Services

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

Justification: The Interlocal Agreement between the City of Jarrell and Atmos Energy Corporation is necessary to ensure the installation, operation, and maintenance of gas pipelines and equipment at key locations within the city. This partnership aims to enhance the delivery, sale, and distribution of gas, improve infrastructure reliability, and support the city's energy needs. The agreement also provides for the payment of a fee for the use of public rights-of-way, in lieu of other fees and charges, excepting ad valorem taxes.

Funding:

Cost: N/A
Source of Funds: N/A

Background Information:

The City of Jarrell recognizes the critical need for reliable gas supply and infrastructure to support the city's growth. The franchise agreement with Atmos Energy Corporation will provide a structured approach to constructing, maintaining, and operating gas distribution systems in compliance with state regulations and standards. The agreement is set to be valid until December 31, 2049, ensuring long-term planning and stability for the city's energy needs.

Public Comment: N/A

Supporting Documentation:

Atmos Franchise Agreement Ordinance

ORDINANCE NO. 2024-0806-06

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF JARRELL, WILLIAMSON COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

WHEREAS, the City of Jarrell, Texas ("City") finds that it is in the best interest of the City to enter into a Franchise Agreement with Atmos Energy to furnish and supply gas to the general public in the City, and for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes.

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

SECTION 1. GRANT OF AUTHORITY: The City hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2049.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES: Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of

Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

B. If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. In the event that the City does not provide sufficient written notice to Atmos Energy as set forth in this paragraph, the City shall be responsible for fifty percent (50%) of the cost of the removal or relocation of Atmos Energy's facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs.

If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 3. INDEMNITY & INSURANCE: In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless City from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including, without limitation, the City's negligent or intentional acts or omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices. In the event of joint and concurrent negligence or fault of both Atmos Energy and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. In the event that any action, suit, or proceeding is brought against City upon any liability arising out of the construction, operation, or maintenance of the

system operated by Atmos Energy, City shall give notice in writing to Atmos Energy by certified mail. Upon receipt of such notice, Atmos Energy, at its own expense, shall defend such action and take all such steps as may be necessary or proper to prevent the obtaining of a Judgment against the City and/or to satisfy said Judgment. The City agrees to cooperate with Atmos Energy in connection with such defense. The provisions of this indemnity are solely for the benefit of the City and are not intended to create or grant any rights, contractual or otherwise, to Atmos Energy or any other entity.

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY: Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of April 2025, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1st day of April 2050, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar year.

"Gross Revenues" shall mean:

all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;

(2) all revenues received by Atmos Energy from the transportation of gas through the System

of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);

(3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and

(4) "Gross Revenues" shall also include the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.

(5) "Gross Revenues" shall not include:

revenues billed but not ultimately collected or received by Atmos Energy;

contributions in aid of construction;

(c) the revenue of any affiliate or subsidiary of Atmos Energy;

(d) sales tax and franchise fees paid to the City;

(e) interest or investment income earned by Atmos Energy; and

(f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

The initial payment for the rights and privileges herein provided shall be for the privilege period beginning with the effective date of this agreement through December 31, 2024, and each succeeding payment shall be for the privilege period of the calendar year preceding the year in which the payment is made.

Upon request by the City and within a reasonable time not to exceed thirty calendar days, Atmos Energy shall provide to the City any such financial reports and other information necessary for the City to determine Atmos Energy's compliance with this Ordinance, including but not limited to, Atmos Energy's calculations of Gross Revenue and payments to the City pursuant to this Ordinance.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance

may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise in toto. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

(1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.

(2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.

(3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

G. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected

customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. EFFECTIVE DATE: If Atmos Energy accepts this ordinance, it becomes effective as of the date of passage and approval.

PASSED AND APPROVED on this the **6TH** day of **AUGUST, 2024.**

THE CITY OF JARRELL

BY: **ATTEST:**

Patrick Sherek, Mayor, City of Jarrell, Texas

Dianne Peace, City Secretary

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CITY OF JARRELL §

I, Dianne Peace, City Secretary of the City of Jarrell, Williamson County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Jarrell, Texas, at a _____ session, held on the _____ day of _____, 2024, as it appears of record in the Minutes in Book _____, page _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ___ day of _____, 2024.

_____

Dianne Peace, City Secretary

City of Jarrell, Texas