



THE CITY OF

JARRELL

City of Jarrell
Regular Called City Council Meeting
Jarrell City Council Chambers
161 Town Center Blvd. Jarrell, Texas 76537
Tuesday, November 7, 2023, at 7:00 p.m.

AGENDA

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

Alderwoman Place 3, Tanya Clawson
Mayor Pro-Tem Place 4, Rusty Bryson
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. **PROCLAMATIONS**

3.1 Proclamation Declaring November 6-10 as Municipal Court Week.

Mayor Patrick Sherek





THE CITY OF

JARRELL

4. CONSENT AGENDA ITEMS

The Consent Agenda items listed below are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion 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 Special Called City Council Meeting on October 2, 2023.
Dianne Peace
- 4.2 Consideration and possible action regarding the approval of the minutes of the Special Called Meeting for the City Council and Planning & Zoning Commission Joint Workshop on October 17, 2023.
Dianne Peace

5. REGULAR AGENDA ITEMS

- 5.1 Discussion, consideration and possible action regarding meeting dates for November 20, 2023 to canvass the election results and for the January holiday.
Danielle Singh
- 5.2 Discussion, consideration and possible action regarding Resolution No. 2023-1107-01 to call for a Public Hearing for the annexation of the Collins Tract FM 487 for 10 Acres out of the James Roebuck Survey No. 527.
Jordan Moyer
- 5.3 Discussion, consideration and possible action regarding Resolution No. 2023-1107-02 to call for a Public Hearing for the annexation of 28.4718 acres out of the Issac Bunker Survey Number 54 situated in Williamson County and recorded in Document Number 2017112948 in Williamson County Real Property Records.
Jordan Moyer
- 5.4 Discussion, consideration and possible action regarding Resolution No. 2023-1107-03 to call for a Public Hearing for the annexation of 5.0 acres out of the Issac Bunker Survey No. 54 in Williamson County at 11250 IH35, In Jarrell, Williamson County, Texas 76537.
Jordan Moyer





THE CITY OF

JARRELL

- 5.5 Discussion, consideration and possible action regarding Resolution No. 2023-1107-04 to call for a Public Hearing for the annexation of 9.02 acres out of the Edmund Parsons Survey No. 494 situated in Williamson County and recorded in Document Number 2023002245 as Tract 1 in Deed Records.
Jordan Moyer
- 5.6 Discussion, consideration and action regarding approval of the Interlocal Agreement with Williamson County for the annual dispatch and related IT charges.
Chief Patrick South
- 5.7 Discussion, consideration and possible action regarding a budget amendment for the Capital Project Fund.
Danielle Singh
- 5.8 Discussion, consideration and possible action on Ordinance No. 2023-1107-05, an ordinance amending Chapter 2 of the Code of Ordinances by establishing the Purchasing Authority for the City Manager.
Danielle Singh
- 5.9 Discussion, consideration and possible action regarding a professional services agreement for the FY 2022-2023 annual audit.
Danielle Singh
- 5.10 Discussion, consideration and possible action regarding closure of City Offices in December.
Danielle Singh
6. **ADJOURN INTO CLOSED SESSION/EXECUTIVE SESSION:**
 - 6.1 Closed Executive Session pursuant to Texas Government Code Section 551.071 for a consultation with the City Attorney: Wholesale Water Contract with Jarrell Town Center.
7. **RECONVENE INTO OPEN SESSION.**
 - 7.1 Discussion, consideration and possible action regarding the Wholesale Water Contract with Jarrell Town Center.
8. **ADJOURNMENT.**





THE CITY OF

JARRELL

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.

November 3, 2023, at 5:00 p.m.

Deanne Peace

Posted by: City Secretary's Office

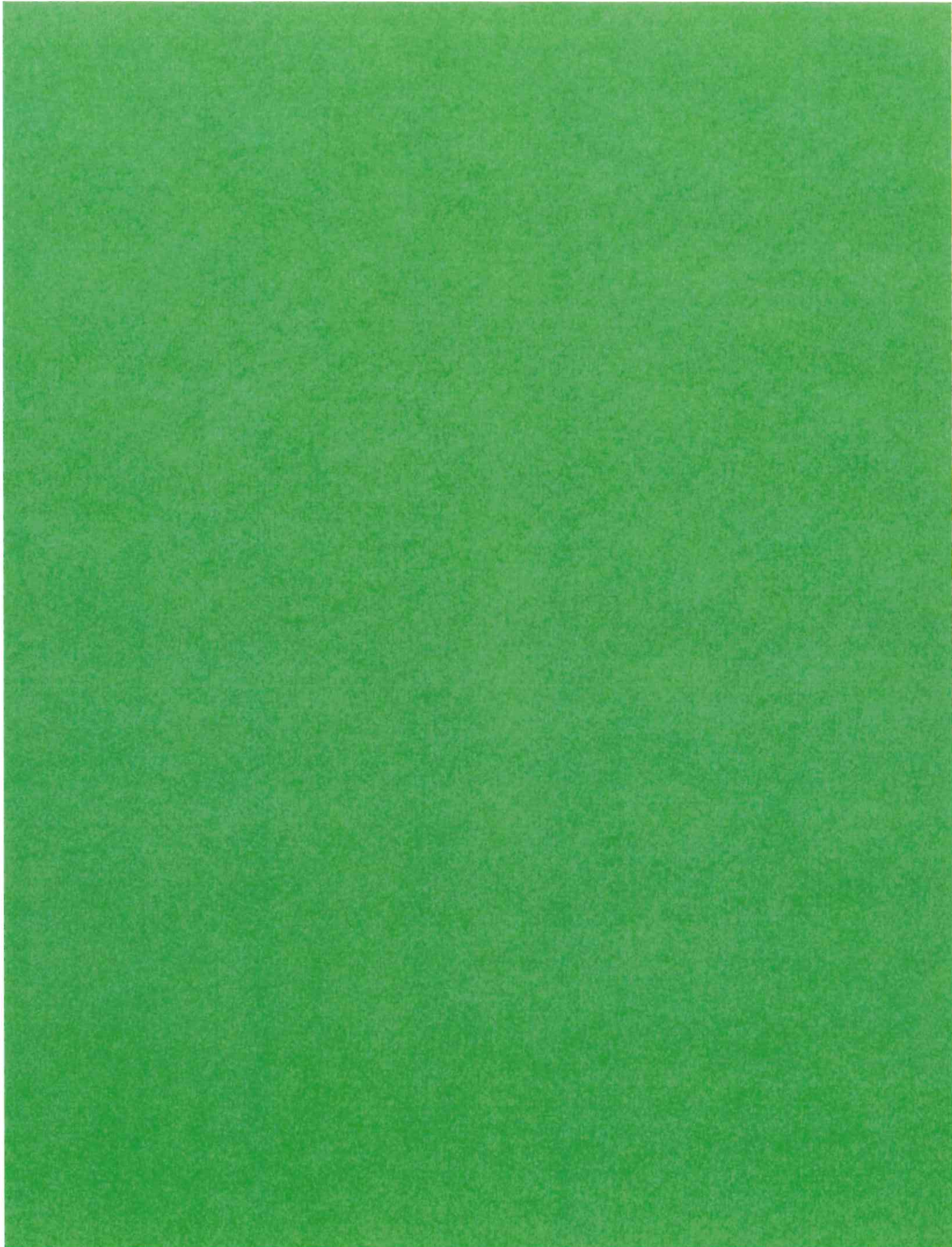
This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation 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 _____, 2023 at _____ am/pm
City of Jarrell, Texas

Removed by: City Secretary's Office







THE CITY OF

JARRELL

PROCLAMATION

A PROCLAMATION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE IN RECOGNITION OF MUNICIPAL COURT WEEK AS NOVEMBER 6-10, 2023

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, the City of Jarrell Municipal Court was established in 2003.

WHEREAS, as authorized by state law the City of Jarrell City Council appointed Judge David Scott Matthew as municipal judge for the Jarrell Municipal Court in 2008.

WHEREAS, the procedures for the Jarrell Municipal Court operations are set forth in the Texas Code of Criminal Procedure, other laws of the State of Texas; as well as ordinances adopted by the City of Jarrell City Council.

WHEREAS, the City of Jarrell is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JARRELL, TEXAS that the week of **NOVEMBER 6TH THROUGH NOVEMBER 10TH, 2023** is hereby recognized as Municipal Court week in recognition of the fair and impartial justice offered to our citizens by the Judge and the Staff of the Municipal Court of Jarrell, Texas.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 7th day of November 2023.

THE CITY OF JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary





City of Jarrell

161 Town Center Blvd
Jarrell, TX 76537
512-746-4593

www.cityofjarrell.com

Municipal Courts Week – November 6-10, 2023

- The City of Jarrell Municipal Court is proud to announce a Municipal Courts Week celebration from November 6-10, 2023, at the Jarrell City Hall located at 161 Town Center Blvd, Jarrell, Texas 76537.
- Municipal Courts Week is a week, prescribed by the 86th Texas Legislature in House Resolution 1658, dedicated to appreciating the contributions that Texas municipal courts make to the safety and well-being of our communities.
- All are welcome to stop by. There will be free traffic safety materials and other goodies! The event will run during normal business, 9:00 am-4:00 pm, each day from November 6-10, 2023. The Jarrell Municipal Court staff will be available to answer questions about the court's role in the community.

ROLE OF MUNICIPAL COURTS IN MUNICIPALITIES AND IN THE JUDICIAL SYSTEM

AUTHORITY

- *Created by Federal and State Constitutions Authorized by State Law
- *Enacted by Local Ordinance or Charter U.S. Constitution creates Right to Impartial Judge
- *Separation of Powers requires Judicial Independence

JURISDICTION

- Concurrent with JP for all State Fine-Only Criminal Offenses
- Exclusive for all Fine-Only Municipal Ordinances

MUNICIPAL JUDGES

- Represent the Municipality
- Represent Judicial System
- Provide for Quality of Life
- Serve as a Buffer Between Citizens and Police
- Guide the Operation of the Court
- Provide Administrative Duties to Court Clerks
- Financial Reports
- Management of Dockets
- Preserve the Peace
- Fair determination of Probable of Cause
- Accepting pleas
- Making and Rendering Judgments
- Setting Fines
- Decisions of Law
- Ruling on Objections
- Setting or Forfeiting Bail
- Granting and Revoking Deferred Disposition
- Issuance of Warrants
- Fine Collection
- Authorize searches, arrest, custody

PROSECUTORS

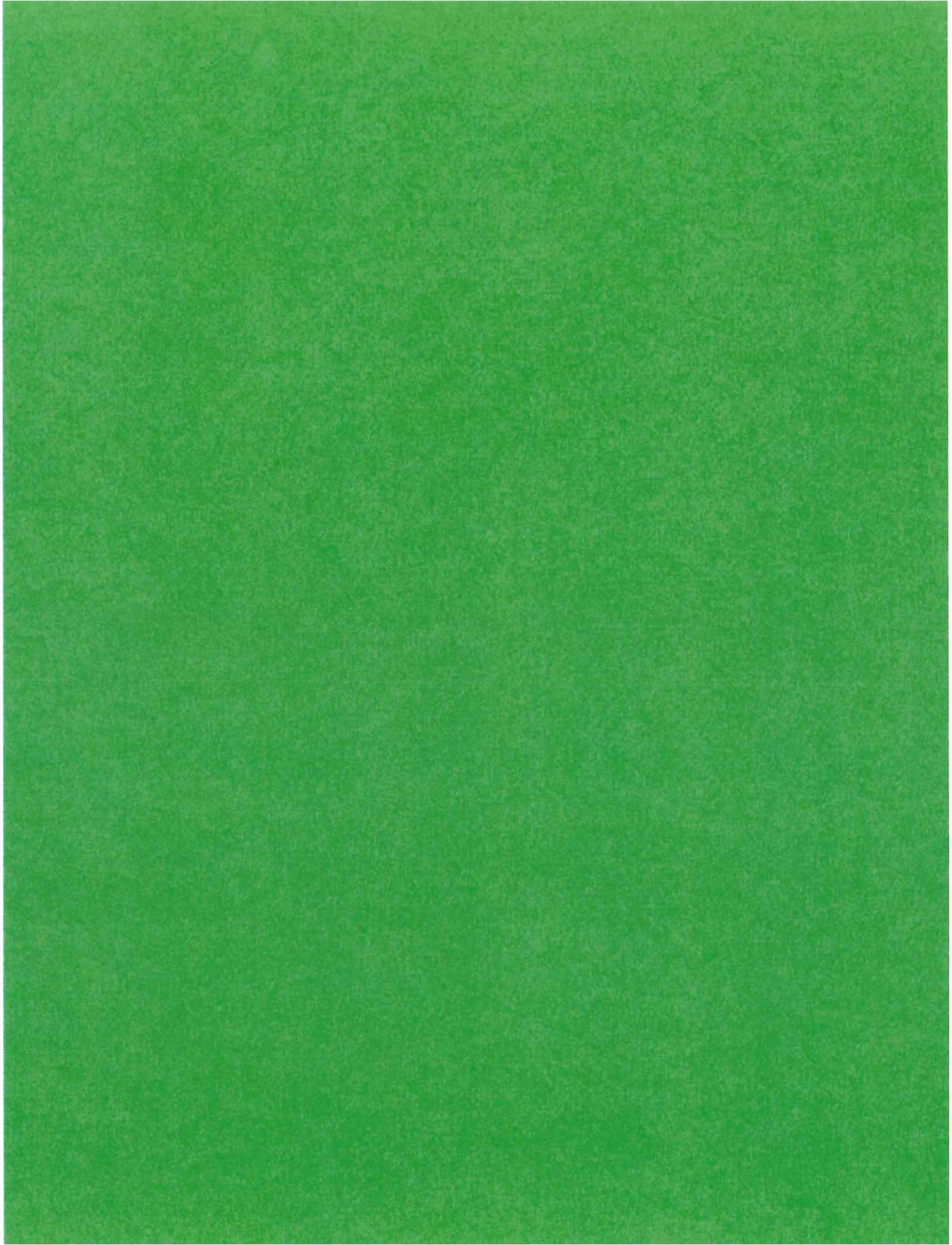
- 45.201, CCP –
City Attorney, Deputy City Attorney, County Attorney may Volunteer
- Role:
- File, Plea Bargain, Dismiss, Trial Presentation, Advise Police
 - To see that Justice is done.

COURT CLERKS

- *The professionalism, timeliness, and accuracy of the court clerk's actions are important to the proper operation of the municipal court.
 - *The Court Clerk interacts with the defendants and all court personnel on a daily basis to provide accurate legal information to defendants; however, carefully so not go give legal advice.
 - *The court clerk is responsible for seeing that the court's papers are accurately processed, and any duties delegated by the judge are performed in a timely manner. Court Clerks:
 - *Deposit fines/fees
 - *Follow retention schedules
 - *Keep jury records
 - *Submit Reports
 - *Maintain docket info
 - *Process appeals
 - * Finalize dispositions.
- Court Clerks possess a great knowledge of the law and the municipal court procedures.

BAILIFFS

The Judge relies on the Bailiff to maintain order in the courtroom. A court shall require that all users of the court are afforded safe and orderly proceedings. Court shall be conducted with dignity, and in an orderly and expeditious manner and control the proceedings so that justice is





THE CITY OF

JARRELL

City of Jarrell

Special Called City Council Meeting

Jarrell City Council Chambers

161 Town Center Blvd. Jarrell, Texas 76537

Monday, October 2, 2023, at 7:00 p.m.

MINUTES

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

Alderman Place 3, Tanya Clawson - **Present**
Mayor Pro-Tem Place 4, Rusty Bryson - **Present**
Alderman Place 5, Daniel Islas - **Present**

1. CALLED MEETING TO ORDER AT 7:00 P.M.

- Roll Call - **All Present**
- Invocation – **By Alderman Jeff Seidel**
- 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

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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.

1. **Charles Ashby signed up for comments on Agenda Items 5.4 and 7.1.**
2. **Abigail Brown signed up for comments on Agenda Item 5.4.**

3. PROCLAMATIONS

3.1 Proclamation Declaring October 3, 2023 as National Night Out.





THE CITY OF

JARRELL

The Proclamation was read by Mayor Pro-Tem Rusty Bryson and presented by Mayor Patrick Sherek to City Manager, 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 discussion 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 Special Called City Council Meeting on August 1, 2023.
- 4.2 Consideration and possible action regarding the approval of the minutes of the Regular Called City Council Meeting on August 22, 2023.
- 4.3 Consideration and possible action regarding the approval of the minutes of the Special Called City Council Meeting on August 28, 2023.

Mayor Pro-Tem Rusty Bryson made a motion to approve the consent agenda items as presented. Second by Alderwoman Tanya Clawson. The motion was approved by a unanimous vote.

5. REGULAR AGENDA ITEMS

- 5.1 Discussion, consideration and possible action regarding an extension of the Interlocal Agreement with TX Health Benefits Pool, formerly TML Health Benefits Pool, for the annual health, dental, and vision benefits renewal.

Mayor Pro-Tem Rusty Bryson made a motion to approve. Second by Alderman Daniel Klepac. The motion was approved by a unanimous vote.

- 5.2 Discussion, consideration and possible action regarding abandonment of an alley located near the intersection of East Avenue E and 8th Street.

Alderwoman Tanya Clawson made a motion to approve the abandonment of an alley located near the intersection of East Avenue E and 8th Street. Second by Alderman Daniel Klepac. The motion was approved by a unanimous vote.





THE CITY OF

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- 5.3 Discussion, consideration and possible action regarding Ordinance No. 2023-1002-01, authorizing the update of Texas Municipal Retirement System benefits to increase employee and City contribution rates.

The ordinance caption was read by Mayor Patrick Sherek. Mayor Pro Tem Rusty Bryson made a motion to approve Ordinance No. 2023-1002-01. Second by Alderwoman Tanya Clawson. Mayor Pro Tem Rusty Bryson, Alderwoman Tanya Clawson, Alderman Daniel Klepac and Alderman Daniel Islas voted for the motion. Alderman Jeff Seidel voted against the motion. The motion was approved by a majority vote.

- 5.4 Reconsideration and possible action regarding Ordinance No. 2023-1002-02, for the request of Solana Ranch to change the zoning of a 10.28-acre tract of Land in the Davis, E. Survey No. 172, located on CR 307 near CR 305 in Jarrell, Texas, from AG to MF2.

The ordinance caption was read by Mayor Patrick Sherek. Alderwoman Tanya Clawson made a motion to approve Ordinance No. 2023-1002-02 as presented. Second by Alderman Jeff Seidel. The motion was approved by a unanimous vote.

- 5.5 Discussion, consideration and possible action regarding Resolution No. 2023-1002-03 for Cornhill Fire Flow.

The resolution caption was read by Mayor Patrick Sherek. Alderwoman Tanya Clawson made a motion to approve Resolution No. 2023-1002-03 as presented. Second by Alderman Daniel Islas. The motion was approved by a unanimous vote.

6. DISCUSSION ITEMS

- 6.1 Discussion, consideration and possible action regarding location and date for holiday events.

No formal action was taken.

- 6.2 Discussion, consideration and possible action regarding regular City Council meeting schedule.

Mayor Pro-Tem Rusty Bryson made a motion to set the regular stated City Council meeting to the first (1st) Tuesday of each month. Second by Alderman Daniel Klepac. The motion was approved by a unanimous vote.





THE CITY OF

JARRELL

6.3 Discussion, consideration and possible action regarding future updates to the Unified Development Code.

No formal action was taken.

7. **ADJOURNED INTO CLOSED SESSION/EXECUTIVE SESSION at 8:00 P.M.:**

7.1 Closed Executive Session pursuant to Texas Government Code Section 551.071 for a consultation with the City Attorney: Wholesale Water Contract with Jarrell Town Center.

7.2 Closed Executive Session pursuant to Texas Government Code Section 551.071 for a consultation with the City Attorney: Cielo Gardens.

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

8.1 Discussion, consideration and possible action regarding the Wholesale Water Contract with Jarrell Town Center.

No formal action was taken.

8.2 Discussion, consideration and possible action regarding the Cielo Gardens.

No formal action was taken.

9. **ADJOURNMENT AT 8:25 P.M.**

PASSED AND APPROVED on 7TH DAY of NOVEMBER 2023.

CITY OF JARRELL, TEXAS

Attest:

Patrick Sherek, Mayor

Dianne Peace, Municipal Clerk





THE CITY OF

JARRELL

**City of Jarrell
Special Called Meeting for a
City Council and Planning & Zoning Commission Joint Workshop
Jarrell City Council Chambers
161 Town Center Blvd. Jarrell, Texas 76537
Tuesday, October 17, 2023, at 6:00 p.m.**

MINUTES

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

Alderman Place 3, Tanya Clawson - **Present**
Mayor Pro-Tem Place 4, Rusty Bryson - **Present**
Alderman Place 5, Daniel Islas - **Present**

David Bryson, Chairman – **Present**
Jason Oliver, Vice-Chairman - **Present**
J. B. Stockton, Member - **Present**

Sally Kandler, Secretary - **Present**
Eli Hernandez, Member - **Present**

1. THE MEETING WAS CALLED TO ORDER AT 6:01 P.M. BY MAYOR PATRICK SHEREK

- Roll Call - **ALL MEMBERS PRESENT EXCEPT DANIEL KLEPAC**
- Invocation – **BY ALDERMAN JEFF SEIDEL**
- Pledge of Allegiance

THE MEETING WAS CALLED TO ORDER AT 6:05 P.M. BY P&Z CHAIRMAN DAVID BRYSON

Roll Call - **ALL MEMBERS PRESENT**

2. PUBLIC COMMENTS

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THE CITY OF

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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.

1. Tom Slowbe had comments and suggestions regarding the update to Chapter 4 of the Unified Development Code.

3. **OPENED WORKSHOP**

The purpose of this Public Workshop is to allow a presentation and discussion regarding an update to Chapter 4 of the Unified Development Code.

There will be no formal action taken. The general public may attend the workshop.

Ethan Harwell and Madison Graham of Kimley-Horn and Associates conducted a presentation and discussion. No formal action was taken.

The workshop and meeting were recessed at 7:01 p.m. for a break. Resumed back at 7:12 p.m.

4. **MEETING AND WORKSHOP ADJOURNED AT 8:37 P.M.**

PASSED AND APPROVED by the City Council on the 7TH DAY of NOVEMBER 2023.

CITY OF JARRELL, TEXAS

Attest:

Patrick Sherek, Mayor

Dianne Peace, Municipal Clerk

PASSED AND APPROVED by the P&Z on the _____ day of _____ 2023.

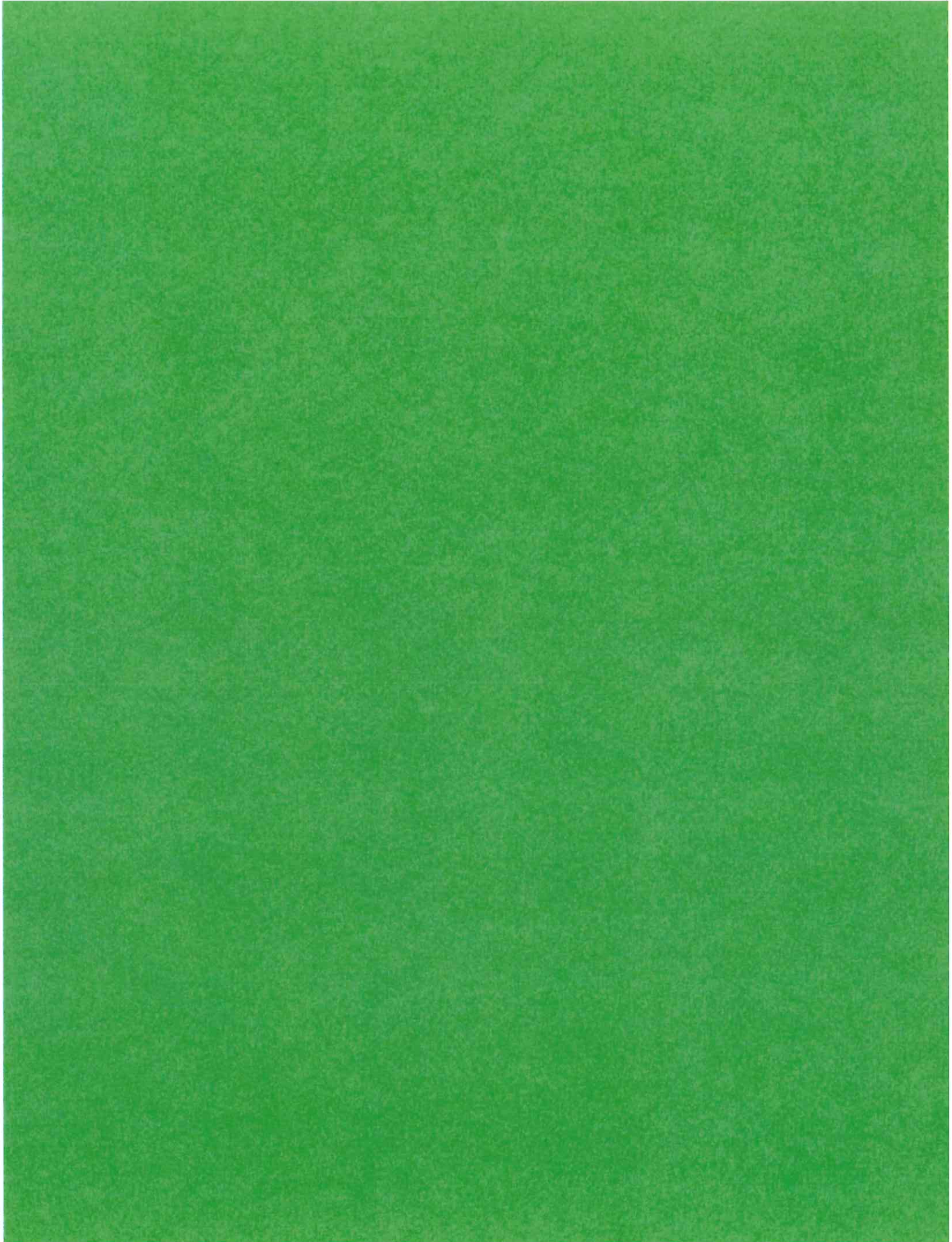
CITY OF JARRELL, TEXAS

Attest:

David Bryson, Chairman

Dianne Peace, Municipal Clerk







THE CITY OF

JARRELL

Date: November 7th, 2023

Subject: Collins Tract FM 487

Item: Call for a Public Hearing for the Annexation of 10 Acres out of the James Roebuck Survey No.527

Department: Development Services

Staff Member: Jordan Moyer, Director of Development Services

Justification: Site currently fronts FM 487, abutting the High School and the Balcones Flats Subdivision. Water and Sewer to be provided through the City.

Funding:

Cost: N/A

Source of Funds: N/A

Outside Resources: N/A

Background Information:

- Full annexation application submitted
- Owner declined Development Agreement
- Public Hearing and Annexation will be at the January Meeting

Public Comment: None at this time.

Supporting Documentation:

Annexation Checklist, Resolution



RESOLUTION NO. 2023-1107-01

A RESOLUTION SETTING A DATE, TIME, AND PLACE FOR ONE PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JARRELL, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING ON THE PROPOSED ANNEXATIONS FOR 10 ACRES OUT OF THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS

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

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

Being 10 acres out of the James Roebuck Survey Abstract Number 527 situated in Williamson County and recorded in Volume 723, Page 717, Deed Records of Williamson County Texas.

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

PASSED AND APPROVED by the City Council of the City of Jarrell, Texas, on this the 7th day of November, 2023.

THE CITY OF JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary

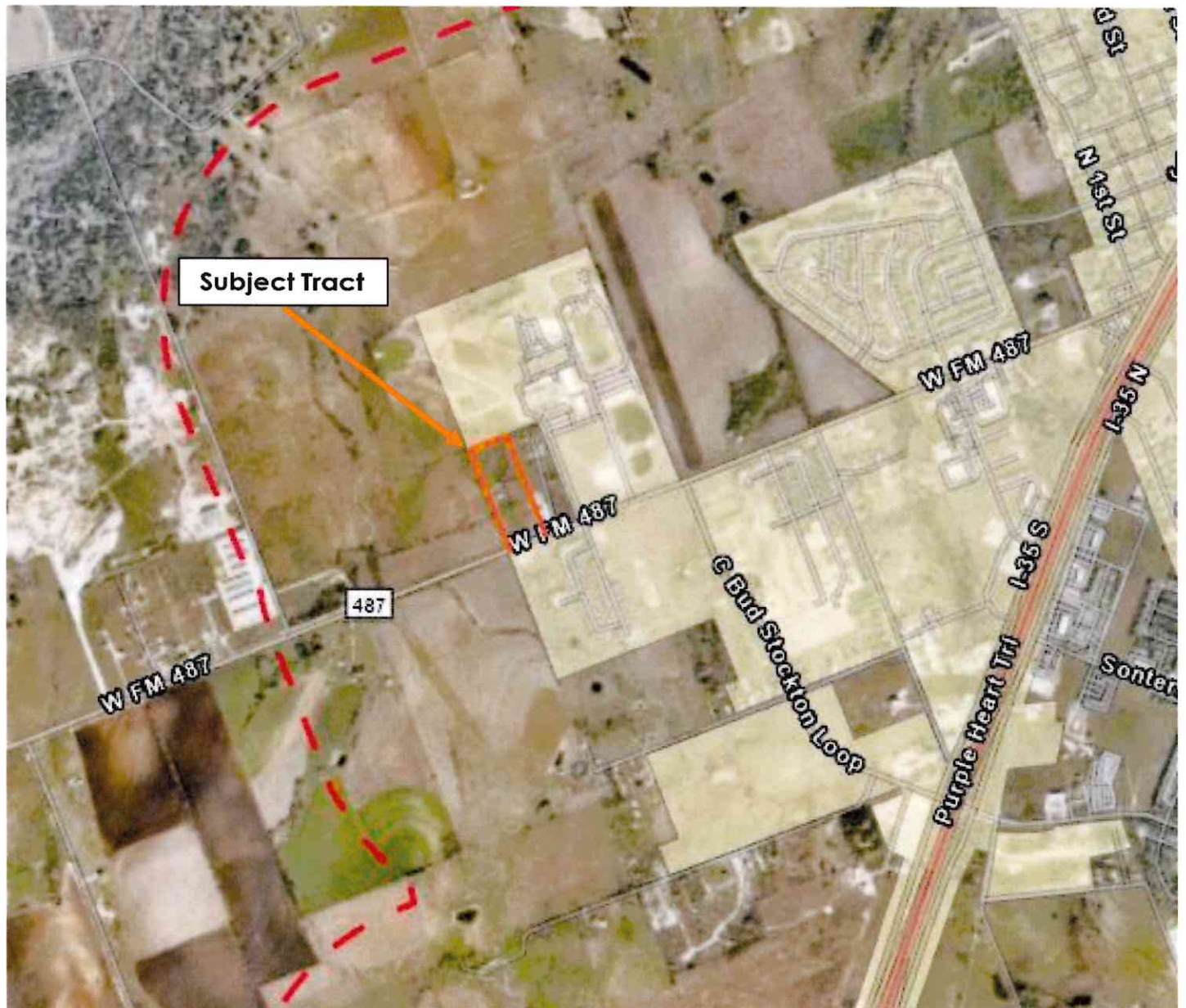


Project:

Contact Person:	Phone	Land Owner:	Phone
Diane Bernal/ DB Land Consulting	512-215-1433	Morava Holdings LLC	512-788-1317
Address:	Email	Address:	Email
11917 Oak Knoll Dr., Ste C, Austin Texas 78759	dianejbernal@gmail.com	3912 Remingotn Rd, Cedar Park Texas 78613	moravallc@gmail.com

Location and Legal Description:

Being 10 acres out of the James Roebuck Survey Abstract Number 527 situated in Williamson County and recorded in Volume 723, Page 717, Deed Records of Williamson County Texas



Checklist:

Annexation Checklist

- Voluntary Annexation Packet Submitted-In Compliance with requirements.
 - o Notes: Compliance verified on 10/23/23
- Development Agreement Offered
 - o Notes: Offer Sent in Pre-Development on 08/18/23, Owner has declined Development Agreement.
- Development Agreement Rejected or Approved.
 - o Notes: Declined on 08/18/23
- Municipal Service Plan Sent
 - o Notes: Sent on 10/23/23 to Owner.
- Call for Public Hearing at Council Meeting.
 - o Notes: 11/07/23 Call for Public Hearing Made for 01/02/23
- Notices sent (11-20 days Prior to meeting).
 - o Notes: Will be sent 12/13/23
- Public Hearing.
 - o Notes: Projected for 01/02/23
- Council Adoption.
 - o Notes: Projected for 01/02/23
- Post-Annexation Notice.
 - o Notes: Projected on 01/04/23

Subject to change based on the date for the Public Hearing

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 10 ACRES OUT OF THE JAMES ROEBUCK SURVEY ABSTRACT NUMBER 527

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:

City of Jarrell Water 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.

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

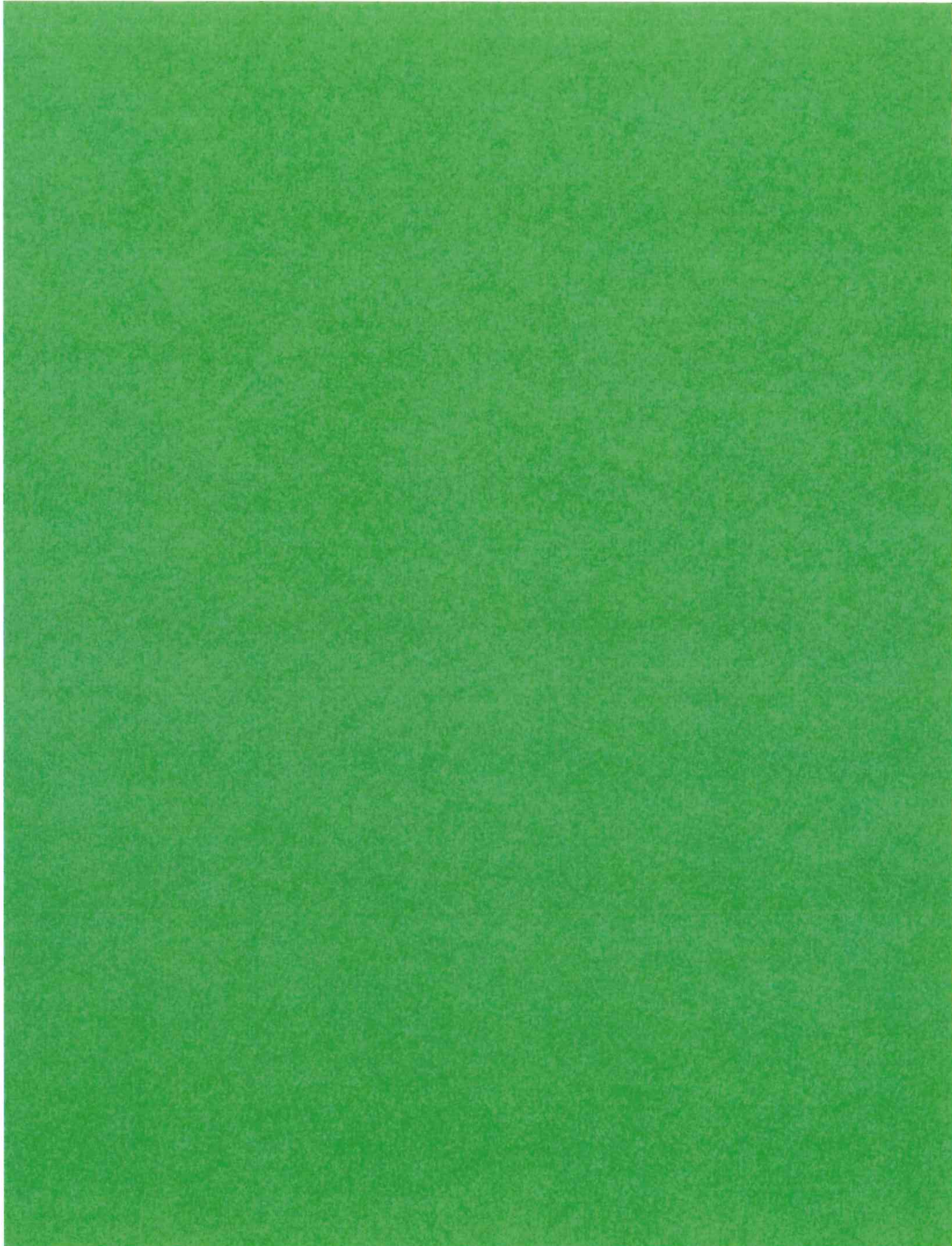
Existing Services: None

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

Date: November 7th, 2023

Subject: CR305 Annexation

Item:

Being 28.4718 acres out of the Issac Bunker Survey Number 54 situated in Williamson County and recorded in Document Number 2017112948 in Williamson County Real Property Records.

Department: Development Services

Staff Member: Jordan Moyer, Director of Development Services

Justification: Currently abutting the Canyon Ranch Subdivision. Water and sewer to be provided by City of Jarrell.

Funding:

Cost: N/A

Source of Funds: N/A

Outside Resources: N/A

Background Information:

- Full annexation application submitted
- Owner declined Development Agreement
- Public Hearing and Annexation will be at the January Meeting

Public Comment: None at this time.

Supporting Documentation:

Annexation Checklist, Resolution



RESOLUTION NO. 2023-1107-02

A RESOLUTION SETTING A DATE, TIME, AND PLACE FOR ONE PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JARRELL, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING ON THE PROPOSED ANNEXATIONS FOR A BEING 28.4718 ACRES OUT OF THE ISSAC BUNKER SURVEY NUMBER 54 IN WILLIAMSON COUNTY, TEXAS

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

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

Being 28.4718 acres out of the Issac Bunker Survey Number 54 situated in Williamson County and recorded in Document Number 2017112948 in Williamson County Real Property Records.

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

PASSED AND APPROVED by the City Council of the City of Jarrell, Texas, on this the 7th day of November, 2023.

THE CITY OF JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary

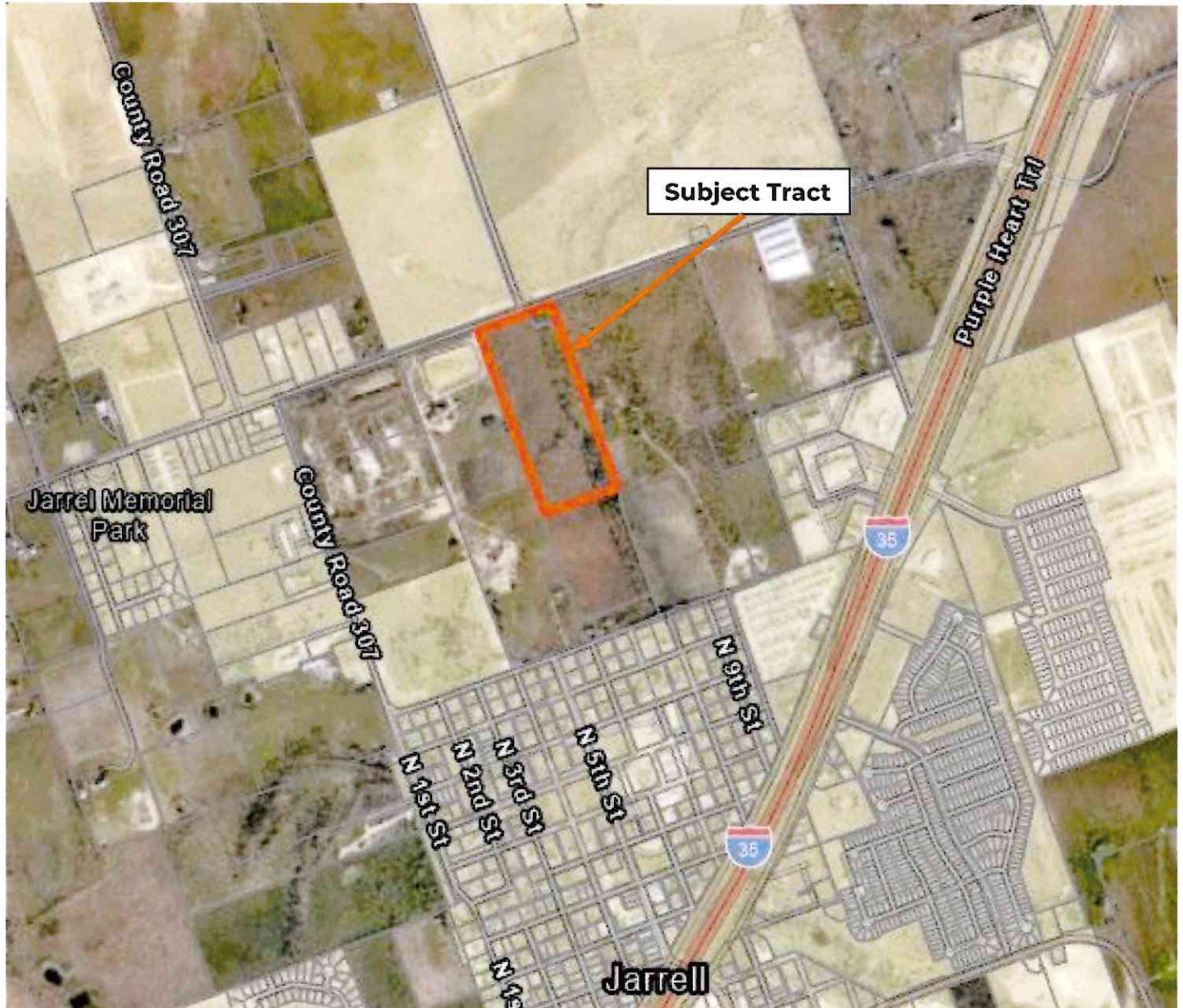


Project:

Contact Person:	Phone	Land Owner:	Phone
Richard Couch	512-382-0021	Gatto Homes of Jarrell	512-708-0208
Address:	Email	Address:	Email
6504 Bridge Point Pkwy, Ste 200, Austin TX, 78730	rcouch@walkerpartners.com	1908 Hermitage Drive, Round Rock TX 78681	Charlesames1@gmail.com

Location and Legal Description:

Being 28.4718 acres out of the Issac Bunker Survey Number 54 situated in Williamson County and recorded in Document Number 2017112948 in Williamson County Real Property Records.



Checklist:

Annexation Checklist

- Voluntary Annexation Packet Submitted-In Compliance with requirements.
 - o Notes: Compliance verified on 10/31/23
- Development Agreement Offered
 - o Notes: Owner has declined Development Agreement.
- Development Agreement Rejected or Approved.
 - o Notes: Declined.
- Municipal Service Plan Sent
 - o Notes: Sent on 10/31/23 to Owner.
- Call for Public Hearing at Council Meeting.
 - o Notes: 11/07/23 Call for Public Hearing Made for 01/02/23
- Notices sent (11-20 days Prior to meeting).
 - o Notes: Will be sent 12/13/23
- Public Hearing.
 - o Notes: Projected for 01/02/23
- Council Adoption.
 - o Notes: Projected for 01/02/23
- Post-Annexation Notice.
 - o Notes: Projected on 01/04/23

Pending Council Meeting Date set at 11/7 meeting

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 29.4718 ACRES OUT OF THE ISSAC BAKER SURVEY NO. 54 IN WILLIAMSON COUNTY, TEXAS.

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:

City of Jarrell Water 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.

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.

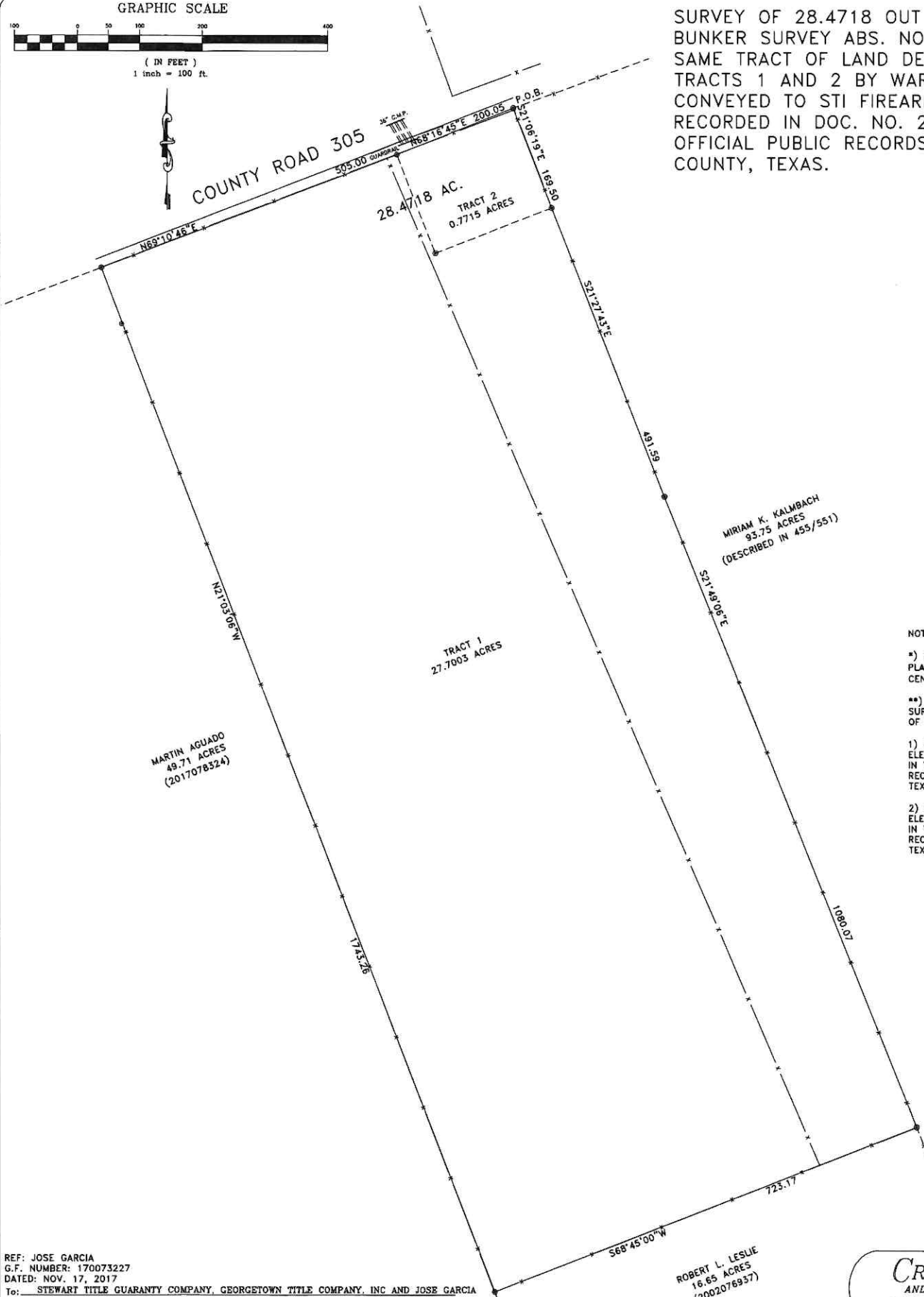
GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



SURVEY OF 28.4718 OUT OF THE ISAAC BUNKER SURVEY ABS. NO. 54, BEING THE SAME TRACT OF LAND DESCRIBED AS TRACTS 1 AND 2 BY WARRANTY DEED CONVEYED TO STI FIREARMS, LLC, RECORDED IN DOC. NO. 2016042787, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



- NOTES:
- *) BEARING BASIS = STATE PLANE COORDINATES(NAD 83), CENTRAL TEXAS ZONE (4203)
 - ** THE FIELD WORK FOR THIS SURVEY WAS PERFORMED IN MAY OF 2013.
 - 1) SUBJECT TO A BLANKET TYPE ELECTRIC EASEMENT RECORDED IN VOL. 325, PG. 612, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
 - 2) SUBJECT TO A BLANKET TYPE ELECTRIC EASEMENT RECORDED IN VOL. 359, PG. 425, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.

REF: JOSE GARCIA
G.F. NUMBER: 170073227
DATED: NOV. 17, 2017
To: STEWART TITLE GUARANTY COMPANY, GEORGETOWN TITLE COMPANY, INC AND JOSE GARCIA exclusively.

The undersigned does hereby certify that the plat shown represents the results of a survey made on the ground under my supervision and is true and correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements, except as shown and the property has access to and from a dedicated roadway.

The property shown hereon is located in Zone "X" areas outside the 500-year floodplain as shown on Community Panel Number 48491C 0150 E of the FLOOD INSURANCE RATE MAP prepared for CITY OF JARRELL by the Federal Insurance Administration Department, H.U.D. Effective Date: SEPT. 26, 2008

This survey is copyright 2017 by Crichton and Associates, Inc., and is being provided solely for the use of the current parties and no license has been created, express or implied, to copy the survey except as is necessary in conjunction with this

ROBERT L. LESLIE
16.65 ACRES
(2002076957)

CRICHTON AND ASSOCIATES
LAND SURVEYORS

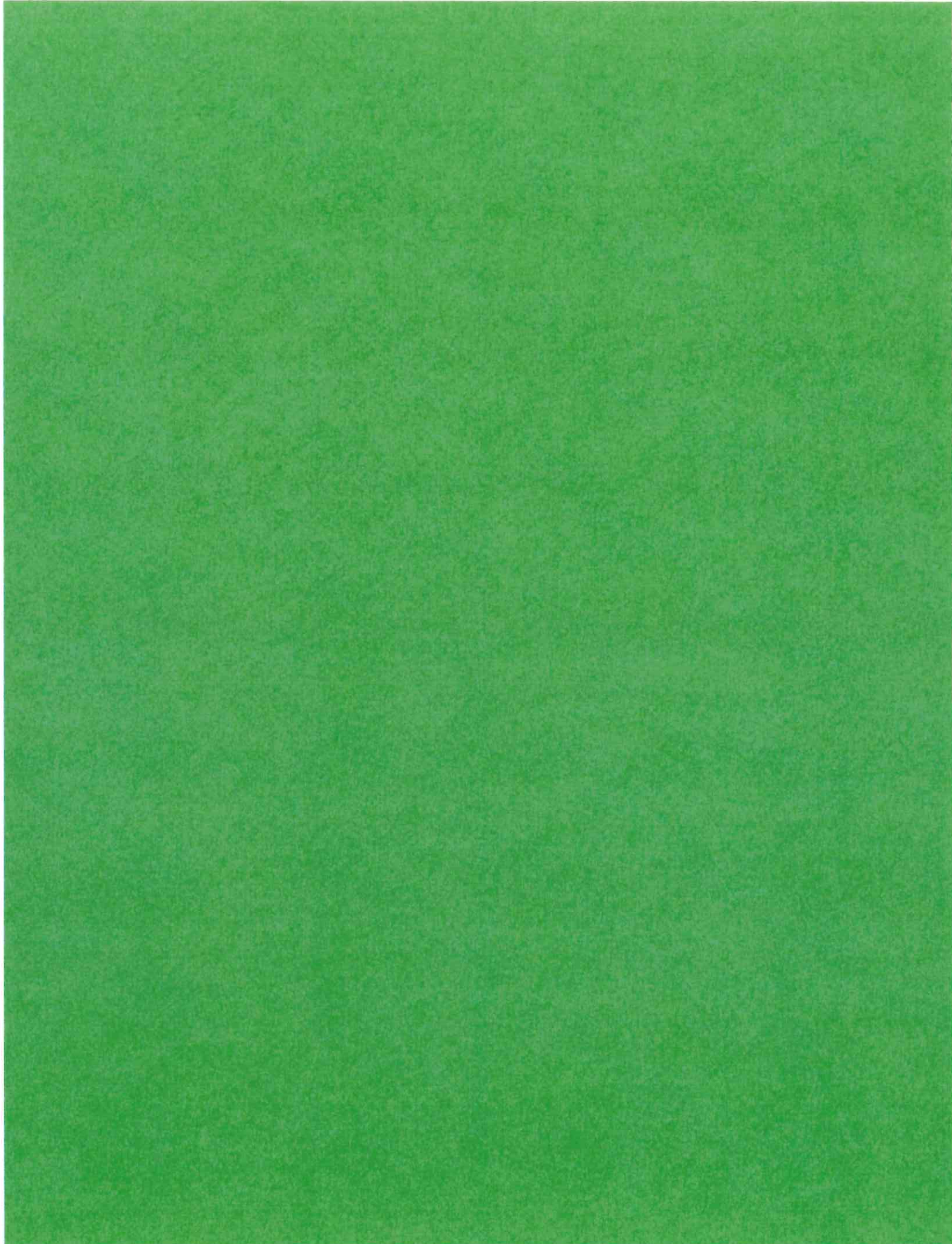
8448 HIGHWAY 290 EAST
AUSTIN, TEXAS 78723
(512) 244-3396
FAX (512) 244-9508

- LEGEND
- 1/2" IRON PIN FOUND
 - 1/2" IRON PIN SET
 - NAIL FOUND
 - ALUMINUM POLE
 - 1" CUP WIRE
 - 32 PINE STYPHANT
 - WATER METER
 - WATER VALVE
 - GAS METER
 - SEWER CLEANOUT
 - UTILITY FOOTPRINT
 - UTILITY EGRESS MANHOLE
 - UTILITY MARKING SIGN
 - WOOD SIGN WITH ELEC.
 - WOOD FENCE
 - CHAIN LINK FENCE

SURVEY ON:
COUNTY ROAD 305

*REVISED: NOV. 28, 2017

DATE: *May 7, 2013 JOB NO. 13_181





THE CITY OF

JARRELL

Date: November 7th, 2023

Subject: QuikTrip Annexation

Item:

Being 5 acres out of the Issac Bunker Survey No. 54 in Williamson County at 11250 IH35, In Jarrell, Williamson County, Texas 76537.

Department: Development Services

Staff Member: Jordan Moyer, Director of Development Services

Justification: A portion of the property is already within the City Limits. Owner would like to develop a Quiktrip site. Water will be provided by JSWSC and the owner is looking to do septic for their site.

Funding:

Cost: N/A

Source of Funds: N/A

Outside Resources: N/A

Background Information:

- Full annexation application submitted
- Owner declined Development Agreement
- Public Hearing and Annexation will be at the January Meeting

Public Comment: None at this time.

Supporting Documentation:

Annexation Checklist, Resolution



RESOLUTION NO. 2023-1107-03

A RESOLUTION SETTING A DATE, TIME, AND PLACE FOR ONE PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JARRELL, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING ON THE PROPOSED ANNEXATIONS FOR A 5.0 ACRES OUT OF THE ISSAC BUNKER SURVEY NO. 54 IN WILLIAMSON COUNTY, TEXAS

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

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

Being 5 acres out of the Issac Bunker Survey No. 54 situated in Williamson County at 11250 IH35, In Jarrell, Williamson County, Texas 76537.

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

PASSED AND APPROVED by the City Council of the City of Jarrell, Texas, on this the 7th day of November, 2023.

THE CITY OF JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary



Project:

Contact Person:	Phone	Land Owner:	Phone
Paul Gorman	210-332-4036	Louis Danek	N/A
Address:	Email	Address:	Email
742 NW Loop 410, Ste. 102	pgorman@quiktrip.com	700 E FM 487, Jarrell, Texas 76537	N/A

Location and Legal Description:

Being 5 acres out of the Issac Bunker Survey No. 54 situated in Williamson County at 11250 IH35, In Jarrell, Williamson County, Texas 76537.



Checklist:

Annexation Checklist

- Voluntary Annexation Packet Submitted-In Compliance with requirements.
 - o Notes: Compliance verified on 10/31/23
- Development Agreement Offered
 - o Notes: Owner has declined Development Agreement.
- Development Agreement Rejected or Approved.
 - o Notes: Declined.
- Municipal Service Plan Sent
 - o Notes: Sent on 10/31/23 to Owner.
- Call for Public Hearing at Council Meeting.
 - o Notes: 11/07/23 Call for Public Hearing Made for 01/02/23
- Notices sent (11-20 days Prior to meeting).
 - o Notes: Will be sent 12/13/23
- Public Hearing.
 - o Notes: Projected for 01/02/23
- Council Adoption.
 - o Notes: Projected for 01/02/23
- Post-Annexation Notice.
 - o Notes: Projected on 01/04/23

Pending Council Meeting set date at 11/7 Meeting

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 5 ACRES OUT OF THE ISSAC BUNKER SURVEY NO 54 IN JARRELL, WILLIAMSON COUNTY, TEXAS, 76537

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:

Water Service to be provided by Jarrell Schwertner Water Supply Corporation and 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 tariff requirements.

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.

FIELD NOTES FOR A 5.660 ACRE TRACT OF LAND

A **5.660 acre** tract of land, located in the Isaac Bunker Survey, Abstract 54, Williamson County, Texas, and being a portion of a called 43.688 acre tract of land as described of record in Volume 1361, Page 528 of the Deed Records of Williamson County, Texas. Said **5.660 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Surveying" in the east line of Interstate Highway 35 (IH-35), a variable width public right-of-way, also being the east line of a called 0.999 acre tract of land as described of record in Volume 453, Page 218 of the Deed Records of Williamson County, Texas, the west line of said 43.688 acre tract and for the southwest corner of the tract described, from which a found Texas Department of Transportation (TxDOT) Right-of-Way (ROW) Monument, Type I, in said right-of-way line, for the south corner of said 0.999 acre tract and an angle in the west line of said 43.688 acre tract bears, S $20^{\circ} 16' 10''$ W, a distance of 37.77 feet;

THENCE: With the east right-of-way line of IH-35, the east line of said 0.999 acre tract and the west line of said 43.688 acre tract, the following two (2) courses:

1. N $20^{\circ} 16' 10''$ E, a distance of **301.65 feet** to a found TxDOT ROW Monument, Type I (broken), for angle, and
2. N $25^{\circ} 39' 08''$ E, a distance of **577.44 feet** to a found TxDOT ROW Monument, Type II, at the intersection of the east right-of-way line of IH-35 and the south right-of-way line of County Road 313, for the southwest corner of a called 0.587 acre tract of land as described of record in Document No. 2014019582 of the Official Public Records of Williamson County, Texas, and for the northwest corner of the tract described herein;

THENCE: With the southerly right-of-way line of County Road 313 and the southerly line of said 0.587 acre tract, the following three (3) courses:

1. N $72^{\circ} 43' 16''$ E, a distance of **84.90 feet** to a found TxDOT ROW Monument, Type II, for the most northerly corner of the tract described herein,
2. S $69^{\circ} 29' 45''$ E, a distance of **28.66 feet** to a found TxDOT ROW Monument, Type II, for corner, and
3. S $36^{\circ} 02' 04''$ E, a distance of **72.60 feet** to a found TxDOT ROW Monument, Type II, for corner at the intersection of the southerly right-of-way line of County Road 313 and the westerly right-of-way line of County Road 312, and for a northeasterly corner of the tract described herein;

THENCE: Continuing with the southerly lines of said 0.587 acre tract and with the westerly right-of-way line of County Road 312, the following three (3) courses:

1. S $00^{\circ} 46' 57''$ W, a distance of **77.53 feet** to a found TxDOT ROW Monument, Type II, for angle,
2. S $10^{\circ} 36' 57''$ W, a distance of **135.00 feet** to a found TxDOT ROW Monument, Type II, for corner, and
3. S $79^{\circ} 23' 03''$ E, a distance of **8.70 feet** to a found TxDOT ROW Monument, Type II, for the southeast corner of said 0.587 acre tract, in the east line of said 43.688 acre tract and for an easterly corner of the tract described herein;

THENCE: With the west right-of-way line of County Road 312, and the east line of said 43.688 acre tract, the following two (2) courses:

1. S $10^{\circ} 04' 42''$ W, a distance of **561.39 feet** to a found $\frac{1}{2}$ " iron rod for an angle in the west right-of-way line of County Road 312, the east line of said 43.688 acre tract and the tract described herein, and
2. S $19^{\circ} 14' 51''$ E, a distance of **37.09 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Surveying" for the southeast corner of the tract described herein;

THENCE: Departing the west right-of-way line of County Road 312, and into said 43.688 acre tract, the following two (2) courses:

1. S $70^{\circ} 45' 09''$ W, a distance of **51.87 feet** to a set $\frac{1}{2}$ " iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Surveying" for corner, and

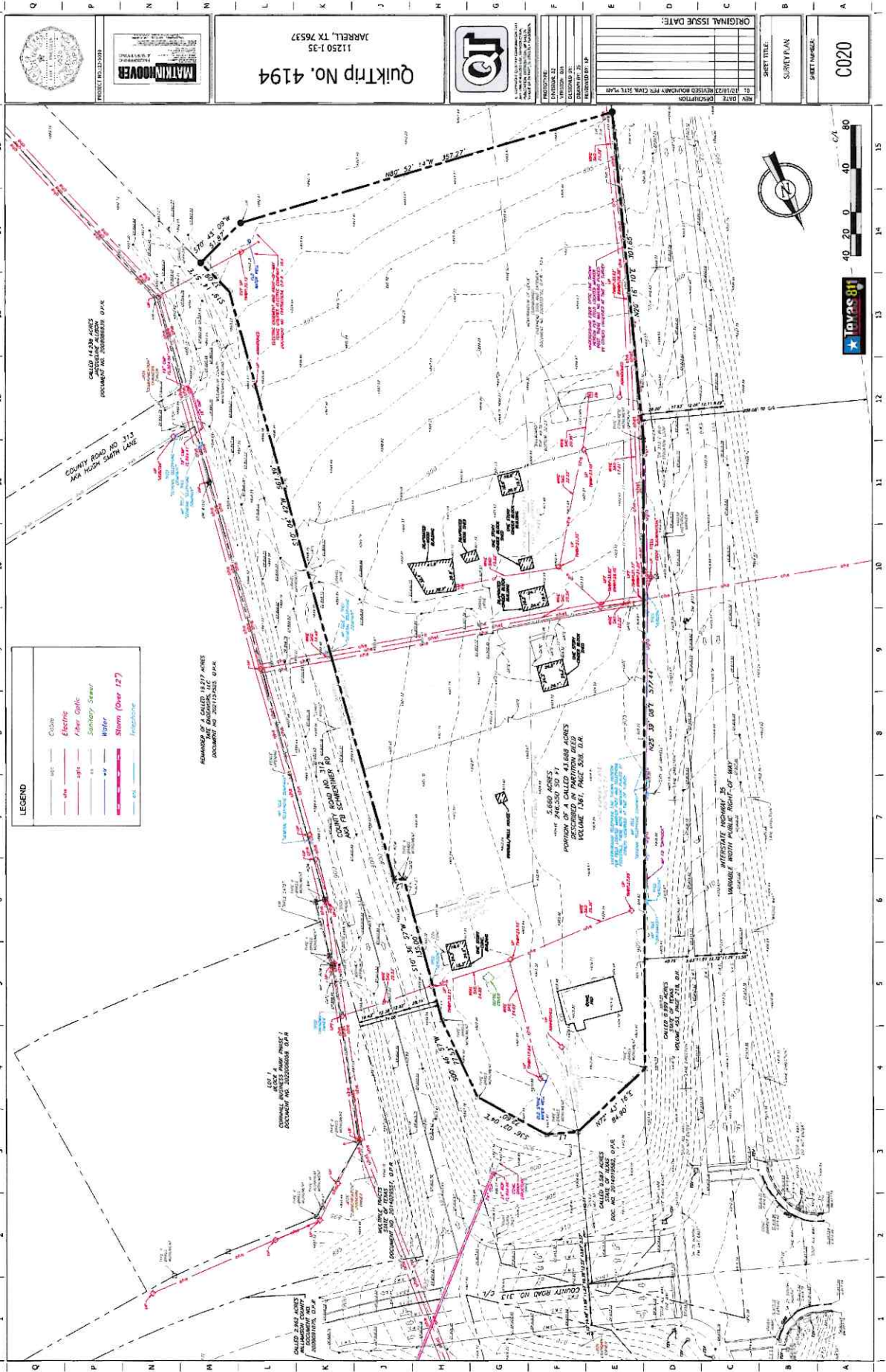
- 2. **N 80° 52' 14" W**, a distance of **357.27 feet** to the **POINT OF BEGINNING** and containing **5.660 acres** of land partially situated in the City of Jarrell, Williamson County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work completed in July, 2023. Combined Scale Factor: 1.0001512565.



Job # 23-5010 – 5.660 Acres

Date: October 18, 2023



LEGEND

Gas	Electric
Water	Water (Over 12")
Sewer	Hydrocarbon
Storm	

QuikTrip No. 4194
 112501-35
 MARCEL, TX 76537



DATE	DESCRIPTION
11/17/23	REVISED MOOREHEAD FOR CIVIL SITE PLAN
11/17/23	ISSUED
11/17/23	DESIGNED BY: [Name]
11/17/23	DRAWN BY: [Name]
11/17/23	CHECKED BY: [Name]
11/17/23	APPROVED BY: [Name]

PROJECT TITLE:	QUIKTRIP NO. 4194
SURVEY PLAN:	
SHEET NUMBER:	0020

40 20 0 40 80



James 81



MATTHEW HOOPER
 PROFESSIONAL ENGINEER
 STATE OF TEXAS
 LICENSE NO. 112501-35

ORIGINAL ISSUE DATE:





THE CITY OF

JARRELL

Date: November 7th, 2023

Subject: Texas Star Annexation

Item: Being 9.02 acres out of the Edmund Parsons Survey No. 494 situated in Williamson County and recorded in Document Number 2023002245 as Tract 1 in Deed Records.

Department: Development Services

Staff Member: Jordan Moyer, Director of Development Services

Justification: A portion of the property is already within the City Limits. Owner would like to improve the site with the ability to possibly add additional commercial uses. The abutting property is the Circle K site at Ronald Reagan. Water would be provided by City of Jarrell through purchased JSWSC CCN (South Plant) and sewer is currently septic.

Funding:

Cost: N/A

Source of Funds: N/A

Outside Resources: N/A

Background Information:

- Full annexation application submitted
- Owner declined Development Agreement
- Public Hearing and Annexation will be at the January Meeting

Public Comment: None at this time.

Supporting Documentation:

Annexation Checklist, Resolution



RESOLUTION NO. 2023-1107-04

A RESOLUTION SETTING A DATE, TIME, AND PLACE FOR ONE PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF JARRELL, TEXAS, AND AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING ON THE PROPOSED ANNEXATIONS FOR A 9.02 ACRES OUT OF THE EDMUND PARSONS SURVEY NO. 494 IN WILLIAMSON COUNTY, TEXAS

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

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

Being 9.02 acres out of the Edmund Parsons Survey No. 494 situated in Williamson County and recorded in Document Number 2023002245 as Tract 1 in Deed Records.

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

PASSED AND APPROVED by the City Council of the City of Jarrell, Texas, on this the 7th day of November, 2023.

THE CITY OF JARRELL

BY:

ATTEST:

Patrick Sherek, Mayor

Dianne Peace, City Secretary



Project:

Contact Person:	Phone	Land Owner:	Phone
Nick Sandlin, PE	806-673-7303	Jarrell Xpress LLC	909-965-6193
Address:	Email	Address:	Email
4501 Whispering Valley Dr. #27, Austin Texas 78727	nick@sandlinservices.com	2509 Sycamore Fig Bend, Leander Texas 78641	thindgroupinc@gmail.com

Location and Legal Description:

Being 9.02 acres out of the Edmund Parsons Survey No. 494 situated in Williamson County and recorded in Document Number 2023002245 as Tract 1 in Deed Records.



Checklist:

Annexation Checklist

- Voluntary Annexation Packet Submitted-In Compliance with requirements.
 - o Notes: Compliance verified on 10/23/23
- Development Agreement Offered
 - o Notes: Offer Sent on 09/26/23 in Pre-Development. Owner has declined Development Agreement.
- Development Agreement Rejected or Approved.
 - o Notes: Declined on 09/26/23
- Municipal Service Plan Sent
 - o Notes: Sent on 10/23/23 to Owner.
- Call for Public Hearing at Council Meeting.
 - o Notes: 11/07/23 Call for Public Hearing Made for 01/02/23
- Notices sent (11-20 days Prior to meeting).
 - o Notes: Will be sent 12/13/23
- Public Hearing.
 - o Notes: Projected for 01/02/23
- Council Adoption.
 - o Notes: Projected for 01/02/23
- Post-Annexation Notice.
 - o Notes: Projected on 01/04/23

Subject to change based on the date for the Public Hearing

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 9.02 ACRES OUT OF THE EDMUND PARSONS SURVEY NO. 494 SITUATED IN WILLIAMSON COUNTY.

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:

City of Jarrell Water 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.

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

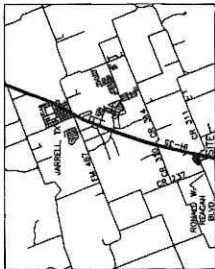
Services to be Provided:

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.

TEXAS STAR STATION SUBDIVISION



LOCATION MAP

RONALD W. SARGAN, P.L.L.C. REGISTERED SURVEYOR 35
 JARRELL, WILLIAMSON COUNTY, TEXAS

SUBMITTAL DATE: JULY 7, 2023
 PLANNING COMMISSION REVIEW DATE: AUGUST 8, 2023

AGENT/DEVELOPER: SARGAN SERVICES, INC.
 2208 SYCAMORE FLD BLDG
 WILLOUGHBY, TEXAS 76798
 PHONE: 817-445-1441
 EMAIL: SARGAN@SARGANLAW.COM

PHONE: 817-445-1441
 SURVEYOR: TRINO SURVEYING, INC.
 10000 W. 10TH ST. SUITE 100
 FORT WORTH, TEXAS 76132
 PHONE: 817-445-1457

DRAWN BY: SARGAN SERVICES, L.L.C.
 10000 W. 10TH ST. SUITE 100
 FORT WORTH, TEXAS 76132
 PHONE: 817-445-1457

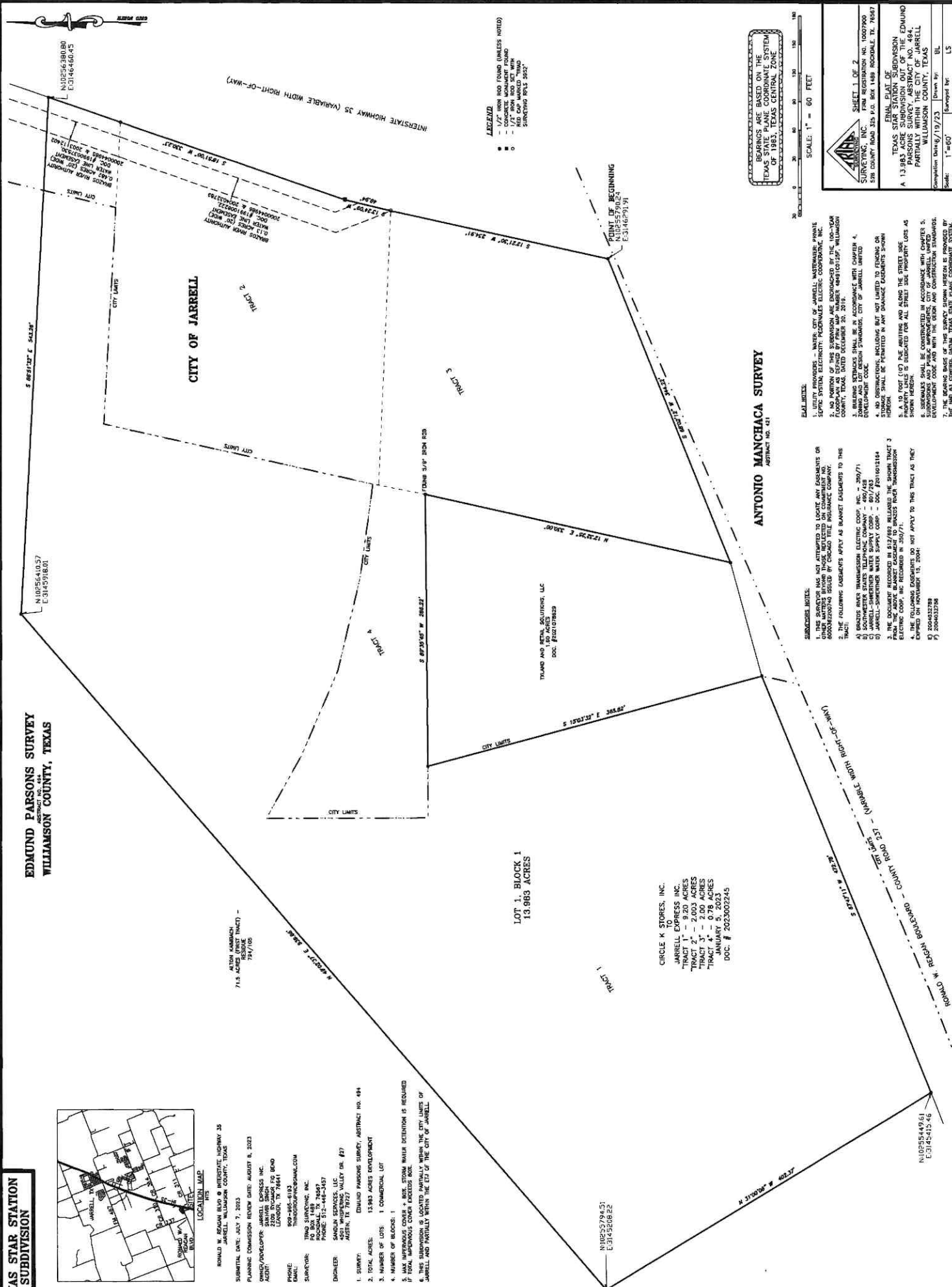
1. SURVEY: EDWARD PARSONS SURVEY, ABSTRACT NO. 494
 2. TOTAL ACRES: 13,983 ACRES DEVELOPMENT
 3. NUMBER OF LOTS: 1 COMMERCIAL LOT
 4. NUMBER OF BLOCKS: 1
 5. MAX. IMPROVEMENT COVER: 1.00% FROM WATER DETENTION IS REQUIRED IF TOTAL IMPROVEMENT COVER EXCEEDS 80%
 6. THIS SUBDIVISION IS LOCATED PARTIALLY WITHIN THE CITY LIMITS OF JARRELL AND PARTIALLY WITHIN THE EOP OF THE CITY OF JARRELL.

**EDMUND PARSONS SURVEY
 ABSTRACT NO. 494
 WILLIAMSON COUNTY, TEXAS**

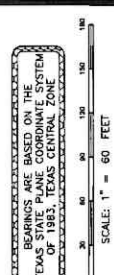
CITY OF JARRELL

**LOT 1, BLOCK 1
 13,983 ACRES**

**ANTONIO MANCHACA SURVEY
 ABSTRACT NO. 471**



- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 1/4" IRON ROD FOUND
 - 1/8" IRON ROD SET WITH SURVEYING MARK 2022



BEARINGS ARE BASED ON THE TEXAS GEODESIC SYSTEM OF 1983, TEXAS CENTRAL ZONE

SHEET 1 OF 2

SURVEYING, INC. FIRM REGISTRATION NO. 10007900
 598 COUNTY ROAD 325 P.O. BOX 1488 HOUSTON, TX. 76687

FINAL PLAT OF
 TEXAS STAR STATION SUBDIVISION
 PARSONS SURVEY ABSTRACT NO. 494
 PARTIALLY WITHIN THE CITY OF JARRELL
 WILLIAMSON COUNTY, TEXAS

Completion Date: 6/19/23 Drawn by: BL
 Scale: 1" = 80' Rechecked by: LS
 PROJECT NO. 523-00-4 Checked by: BL

- EXEMPTIONS:**
- UTILITY PROVIDERS - WATER, CITY OF JARRELL; WASTEWATER, PRIVATE SEWAGE SYSTEM, ELECTRICITY, HOUSTON ELECTRIC COOPERATIVE, INC.
 - PLUMBING AND MECHANICAL CONTRACTORS - THE BACKGROUND PLUMBING AND MECHANICAL CONTRACTORS, INC., 14010 FORT WORTH AVENUE, WILLOUGHBY, WILLIAMSON COUNTY, TEXAS, DATED DECEMBER 30, 2019.
 - BUILDING CONTRACTORS SHALL BE IN ACCORDANCE WITH CHAPTER 4, DEVELOPMENT CODE.
 - NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR SIGNAGE, SHALL BE PERMITTED IN ANY PHASE EXCEPT AS SHOWN HEREON.
 - A 10 FOOT (10') P.E.E. SETBACK AND ALONG THE STREET SIDE PROPERTY SHALL BE MAINTAINED IN ACCORDANCE WITH CHAPTER 5, SUBDIVISIONS AND PUBLIC IMPROVEMENTS, CITY OF JARRELL, LIMITED DEVELOPMENT CODE AND WITH THE ORDINANCE AND CONSTRUCTION STANDARDS, WILLIAMSON COUNTY, TEXAS, DATED DECEMBER 30, 2019.
 - THE LOTS AND COMMON DRIVE, ROAD DRIVE, PUBLIC COMMON DRIVE, CENTRAL ZONE.

- SUBORDINATE NOTES:**
- THIS SURVEY HAS NOT ATTEMPTED TO LOCATE ANY ENCUMBRANCES OR OTHER MATTERS BELONGING TO THE SUBJECT PROPERTY OR TO THE BACKGROUND RECORDS HELD BY THE PUBLIC RECORDS OFFICE OF WILLIAMSON COUNTY, TEXAS.
 - THE FOLLOWING ENCUMBRANCES APPLY AS BURDEN ENCUMBRANCES TO THIS TRACT:
 - A) BRADLEY RIVER TRANSMISSION ELECTRIC COOP., INC. - 309/71
 - B) SOUTHWESTER STATES TELEPHONE COMPANY - 409/428
 - C) SOUTHWESTER STATES TELEPHONE COMPANY - 409/428
 - D) JARRELL-SWITZER WATER SUPPLY COOP. - 200/280
 - THE DOCUMENT RECORDED IN 817/682 RELEASED THE SHOWN TRACT 3 FROM THE ABOVE BURDEN ENCUMBRANCE TO BRADLEY RIVER TRANSMISSION ELECTRIC COOPERATIVE IN 2021/71.
 - THE LOTS AND COMMON DRIVE, ROAD DRIVE, PUBLIC COMMON DRIVE, CENTRAL ZONE, WILLIAMSON COUNTY, TEXAS, DATED DECEMBER 30, 2019, EXPIRED ON NOVEMBER 15, 2020.

CIRCLE K STORES, INC.
 TO
 JARRELL EXPRESS, INC.
 TRACT 1 - 9.20 ACRES
 TRACT 2 - 0.78 ACRES
 TRACT 3 - 2.00 ACRES
 TRACT 4 - 0.78 ACRES
 JANUARY 5, 2023
 DOC. # 2023002245

TRINO AND METAL SOLUTIONS, LLC
 DOC. # 2023078289

ALTON KAMMACH
 71.5 ACRES RESERVE TRACT -
 734/108

N 10°25'49.61"
 E 31454515.46

N 10°25'49.61"
 E 31454515.46

TEXAS STAR STATION SUBDIVISION

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON I, SUKUMAR SINGH, DIRECTOR OF JARRELL EXPRESS, INC., OWNER OF OWNER OF A 13.983 ACRE TRACT OF LAND (BEING COMPOSED OF ALL OF A 9.20 ACRE TRACT (TRACT 1), ALL OF A 2.003 ACRE TRACT (TRACT 2), ALL OF A 2.000 ACRE TRACT (TRACT 3), AND ALL OF A 0.78 ACRE TRACT (TRACT 4)) RECORDED IN DOCUMENT NO. 2023002245 OF THE PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 13.983 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF JARRELL, TEXAS, ALL STREETS, ALLEYS, RIGHT-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF JARRELL, TEXAS, STAR STATION SUBDIVISION, AS SHOWN ON THE ATTACHED MAP, THE CITY OF JARRELL, TEXAS STAR STATION SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

SUKUMAR SINGH - DIRECTOR FOR JARRELL EXPRESS INC.

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON I, NICHOLAS SANDLIN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT ENCROACH BY A ZONE "A" FLOOD HAZARD AREA, AS SHOWN ON THE ATTACHED MAP, AND THAT EACH LOT CONFORMS TO THE CITY OF JARRELL REGULATIONS, THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY EXCESSIVE FLOODING, THE DRAINAGE DRAINAGE SYSTEM AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS P.L.A.T.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

DATE NOTARY COMMISSION EXPIRES

LEEN HOLDER CERTIFICATION

THIS INSTRUMENT WAS PREPARED BY SUKUMAR SINGH, KNOWN BY ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND DO HEREBY APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, RIGHT-OF-WAYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

COURTSE BANK, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE UNDER THE INSTRUMENT

BY:

PRINT NAME: _____

TITLE: _____

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON I, NANCY E. BRESTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, AND DULY RECORDED THIS THE _____ DAY OF _____, 20____, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____, O'CLOCK, _____ A.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES:

LEGAL DESCRIPTION

Being a 13.983 Acre tract of land being all of a called 9.20 Acre tract (Tract 1), a called 2.003 Acre tract (Tract 2), a called 2.000 Acre tract (Tract 3) and a called 0.78 Acre tract (Tract 4) conveyed from Circle K Stores, Inc. to Jarrell Express, Inc. by Deed dated January 2, 2003 recorded in Document Number 2023002245 of the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/4" iron rod at the intersection of the west Right-of-Way line of Interstate Highway 35 and the north Right-of-Way line of the said W. Regan Boulevard, for the common southwest corner of the said 2.000 Acre tract and of this tract;

THENCE S89°42'17"W - 314.27' along the common line between the said north Right-of-Way line of Interstate Highway 35 and the north Right-of-Way line of the said W. Regan Boulevard and the said 2.000 Acre tract to a found 1/4" iron rod at the intersection of the said north Right-of-Way line of Interstate Highway 35 and the north Right-of-Way line of the said W. Regan Boulevard, for the common southwest corner of the said 2.000 Acre tract and of this tract;

THENCE along the common line between the said 2.000 Acre tract and the said 0.78 Acre tract, respectively, and the said 1.60 Acre tract for the following courses and distances:

N53°32'55"E - 332.96' to a found 5/8" iron rod at the northeast corner of the said 1.60 Acre tract, at the southeast corner of the said 0.78 Acre tract, for an interior oil corner of this tract;

S89°35'15"W - 288.22' to a found 1/4" iron rod at the southwest corner of the said 1.60 Acre tract, at an exterior oil corner of the said 0.78 Acre tract, for an interior oil corner of this tract;

S15°03'12"E - 465.82' to a found 1/4" iron rod on the said north Right-of-Way line of Interstate Highway 35, for an exterior oil corner of the said 1.60 Acre tract, at the southeast corner of the said 0.78 Acre tract, for an exterior oil corner of this tract;

THENCE S67°47'11"W - 472.76' along the common line between the said north Right-of-Way line of Interstate Highway 35 and the north Right-of-Way line of the said W. Regan Boulevard and the said 0.78 Acre tract to a found 1/4" iron rod at the most southerly southwest corner of the said 0.78 Acre tract and of this tract;

THENCE along the common line between the said 0.78 Acre tract and the said residue of the 71.3 Acre tract for the following courses and distances:

N31°00'00"W - 402.17' to a found 1/4" iron rod for a common northeast corner of the said 0.20 Acre tract and of this tract;

N89°42'17"E - 679.86' to a found 1/4" iron rod for the common northeast corner of the said 0.20 Acre tract and of this tract;

S12°21'00"W - 214.87' to a found 1/4" iron rod at the most northerly southwest corner of the said 0.20 Acre tract and of this tract;

THENCE along the common line between the said 0.20 Acre tract and the said 2.000 Acre tract, respectively, and the said tract for the following courses and distances:

N18°51'00"W - 320.27' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for the following courses and distances:

S12°21'00"W - 404.82' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

S12°21'00"W - 214.87' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

THENCE along the common line between the said 0.20 Acre tract and the said 2.000 Acre tract, respectively, and the said tract for the following courses and distances:

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S12°21'00"W - 214.87' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

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S12°21'00"W - 214.87' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

THENCE along the common line between the said 0.20 Acre tract and the said 2.000 Acre tract, respectively, and the said tract for the following courses and distances:

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S12°21'00"W - 214.87' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

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S12°21'00"W - 214.87' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

THENCE along the common line between the said 0.20 Acre tract and the said 2.000 Acre tract, respectively, and the said tract for the following courses and distances:

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S12°21'00"W - 404.82' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

S12°21'00"W - 214.87' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

THENCE along the common line between the said 0.20 Acre tract and the said 2.000 Acre tract, respectively, and the said tract for the following courses and distances:

N18°51'00"W - 320.27' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for the following courses and distances:

S12°21'00"W - 404.82' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

S12°21'00"W - 214.87' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

THENCE along the common line between the said 0.20 Acre tract and the said 2.000 Acre tract, respectively, and the said tract for the following courses and distances:

N18°51'00"W - 320.27' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for the following courses and distances:

S12°21'00"W - 404.82' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

S12°21'00"W - 214.87' to a found 1/4" iron rod at the northeast corner of the said 0.20 Acre tract, for an interior oil corner of this tract;

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, BRADLEY LIPSCOMB, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT ENCROACH BY A ZONE "A" FLOOD HAZARD AREA, AS SHOWN ON THE ATTACHED MAP, AND THAT THE PROPERTY BOUNDARY CLOSURES AS PER MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS ARE IN ACCORDANCE WITH THE TEXAS PROFESSIONAL LAND SURVEYING ACT AND THE TEXAS PROFESSIONAL LAND SURVEYING REGULATIONS, THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY EXCESSIVE FLOODING, THE DRAINAGE DRAINAGE SYSTEM AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS P.L.A.T.

BRADLEY LIPSCOMB REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5952 DATE _____

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, NICHOLAS SANDLIN, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT ENCROACH BY A ZONE "A" FLOOD HAZARD AREA, AS SHOWN ON THE ATTACHED MAP, AND THAT EACH LOT CONFORMS TO THE CITY OF JARRELL REGULATIONS, THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY EXCESSIVE FLOODING, THE DRAINAGE DRAINAGE SYSTEM AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS P.L.A.T.

NICHOLAS SANDLIN REGISTERED PROFESSIONAL ENGINEER NO. 124404 DATE _____

BRADLEY LIPSCOMB

BRADLEY LIPSCOMB

TRAD SURVEYING, INC. 2209 STYCAMORE FIC BEND TEXAS 78641

BRADLEY LIPSCOMB 2209 STYCAMORE FIC BEND TEXAS 78641

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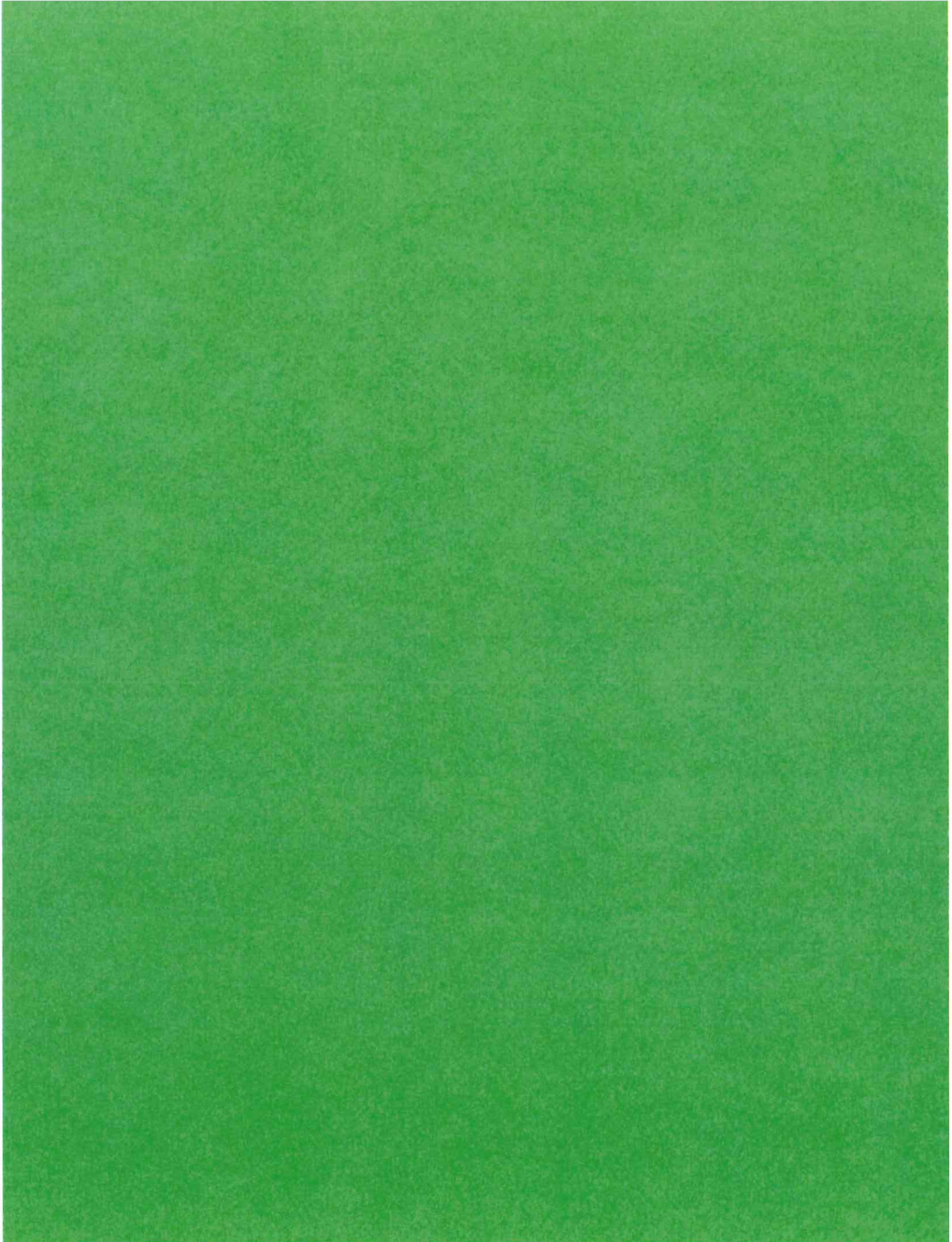
BRADLEY LIPSCOMB 2209 STYCAMORE FIC BEND TEXAS 78641

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BRADLEY LIPSCOMB 2209 STYCAMORE FIC BEND TEXAS 78641

Surveying information including 'SHEET 2 OF 2', 'SURVEYING, INC.', 'FINAL PLAT OF TEXAS STAR STATION SUBDIVISION', and 'COMPLETION DATE: 7/19/23'.





THE CITY OF

JARRELL

Date: November 7, 2023

Subject: ILA – Williamson County Dispatch and IT Services

Item: Discussion, consideration and action regarding approval of the Interlocal Agreement with Williamson County for the annual dispatch and related IT charges.

Department: Police

Staff Member: Patrick South, Chief of Police

Background Information:

Williamson County currently provides all dispatch and supporting services for the Jarrell Police Department. The ILA is a new agreement between the City of Jarrell and Williamson County for police dispatch services and related public safety software (CAD) and support services. The term of the agreement is for three (3) years starting October 1, 2023. After the initial term the agreement will automatically renew for an additional three (3) year term, terminating on September 30, 2029.

Service rates will start at 33% of the total calculated cost based on volume of calls for each local government entity. FY 2025 the rates will be calculated at 66% of the total calculated cost, and in FY 2026 the agency cost will be 100%. For each fiscal year JPD will be provided 2,500 calls without charge.

These services are vital to the operation and mandated reporting requirements of JPD. Currently, no alternative is available.

Funding:

Cost: The cost is estimated to be \$21,128 in FY 24. This fee is based on 2023 call volume and is subject to change with growth.

Source of Funds: This item is included in the FY 24 budget.

See attachments for supporting documentation.



Clarification for Charges – Dispatch and IT Services in ILA

To help clarify the charges for dispatch and IT services in the interlocal agreement, we have put together the below information to help. We understand there still may be unknowns, as the total costs for dispatch and IT services after Fiscal Year 23 is not yet established, nor is the call volume. We will all work in good faith and cooperation to clarify all costs as soon as they are known.

Fiscal Year 2024:

Costs of dispatch services are based on **FY23** Emergency Communications budget and agency call volume from October 1, 2023 – March 31, 2024 (volume will be doubled to equal to 1 year worth of calls). Mutual aid/agency assist calls are included as part of the 2,500 call allotment. IT costs will be as licensed and calculated.

Agency costs will be **33%** of the total calculated and will be invoiced on April 30, 2024.

Fiscal Year 2025:

Costs of dispatch services are based on **FY24** Emergency Communications budget and agency call volume from October 1, 2023 – March 31, 2024 (volume will be doubled to equal to 1 year worth of calls). **NOTE: In order to calculate with appropriate call volumes, the same time period as FY24 will be utilized.** Mutual aid/agency assist calls are included as part of the 2,500 call allotment. IT costs will be as licensed and calculated.

Agency costs will be **66%** of the total calculated. Costs will be provided by April 30, 2024 and invoiced by October 31, 2024.

Fiscal Year 2026 and beyond:

Costs of dispatch services are based on previous fiscal year Emergency Communications budget and agency call volume from April 1 of the previous calendar year to March 31 of the current calendar year. Mutual aid/agency assist calls are included as part of the 2,500 call allotment. IT costs will be as licensed and calculated.

Agency costs will be **100%** of the total calculated. Costs will be provided by April 30 prior to fiscal year start and invoiced by October 31st of each fiscal year.

**INTERLOCAL COOPERATION AGREEMENT FOR
PARTICIPATION AND ACCESS TO WILLIAMSON COUNTY'S
DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS AND
RELATED SUPPORT SERVICES**

This Interlocal Agreement for Participation and Access to Williamson County's Dispatch Services and Public Safety Software Systems and Related Support Services (hereinafter "Agreement") is made and entered into by and between Williamson County, Texas (hereinafter "County"), acting by and through its governing body, and the Texas local governmental entity set forth on the signature page hereinbelow (hereinafter "LGE"), acting by and through its governing body. County and LGE may hereinafter collectively be referred to as the "Parties" and individually as "Party". This interlocal cooperation agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

**I.
Purpose**

The purpose of this Agreement is for LGE to obtain dispatch services from County and be granted access to County's public safety software system and related support services in relation to LGE's provision of law enforcement services, fire services and/or emergency medical services to its citizens; as well as provide for the compensation to County for the costs incurred by County for providing such services and access.

**II.
Definitions**

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

- A. Call: "Call(s) shall mean and include any activity that generates an event number in the County's Computer Aided Dispatch ("CAD") system to which at least one unit and/or User from LGE is dispatched. Cancelled and test calls will not count as a Call; provided, however, agency assists, and mutual aid responses will count as a Call.
- B. Fiscal Year: "Fiscal Year" shall mean the period of time between October 1st to September 30th.
- C. User: "User" shall mean and include the following:
 - 1. Each unique login to the County's computer system and each account used to access resources of the CAD, Records Management, Mobile Data, and other software packages covered under this Agreement;
 - 2. Each unit and/or apparatus capable of being dispatched and built into the CAD system, if not tied to an individual person;

3. Each employee of a law enforcement agency that accesses County's resources; and
4. Each fire apparatus eligible for dispatch, along with any individual accounts for that fire department.

III.

Obligations, Acknowledgements and Covenants of County

County hereby agrees to the following obligations, acknowledgements, and covenants:

- A. County, acting through its Williamson County Emergency Communications Department ("WCECD"), shall receive all 911 Calls for service originating from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
- B. WCECD shall receive all non-emergency Calls for service from LGE's jurisdictional boundaries and dispatch LGE's resources in a timely and professional manner.
- C. County will provide associated data collection for Call taking and radio dispatch functions, and any additional related services that are deemed necessary at County's sole discretion.
- D. WCECD shall maintain all written WCECD policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for processing of all Calls for Service. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.
- E. WCECD shall train and direct its staff to comply with the procedures and protocol requirements as developed and revised by the WCECD.
- F. WCECD shall maintain and document status reports to ensure that safety and dispatch standards are maintained.
- G. WCECD shall maintain and make available to LGE information regarding Calls, including, but not limited to, all times related to the Call, units dispatched and responding, actions taken, and any other information reasonably requested by LGE.
- H. County agrees that County shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any Criminal Justice Information Services ("CJIS") and/or Texas Crime Information System ("TCIC") compliance and regulation requirements. County hereby further agrees and acknowledges that LGE will not be responsible for non-compliance by County of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce County's obligations under any and all applicable laws, rules and/or regulations.
- I. County agrees to abide by all present or hereafter approved rules, policies and procedures of Texas Law Enforcement Telecommunications System ("TLETS"), the Texas Crime Information Center ("TCIC"), the National Crime Information Center ("NCIC"), National Law Enforcement Telecommunications System ("NLETS") and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
- J. County will provide LGE with access to the County's public safety software systems under its license, which it maintains and supports, including but not limited to application support, review and installation of software updates, addition or removal of authorized users, software-specific support and any additional related services that are deemed necessary at County's sole discretion.

- K. Williamson County ITS shall maintain all written ITS policies, guidelines, requirements, and procedures which will serve as the policies, guidelines, requirements, and procedures for LGE access to the County's public safety software systems. These policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site.

**IV.
Obligations, Acknowledgements and Covenants of LGE**

LGE hereby agrees to the following obligations, acknowledgements, and covenants:

- A. LGE acknowledges that all County employees will be hired and compensated by County. All employees of County will be subject to all of the personnel policies and procedures of County and shall not be considered as employees of LGE.
- B. LGE acknowledges that WCECD shall have sole authority to develop and revise, at its discretion, the emergency and non-emergency Call receipt, response and dispatch procedures and protocol for County and that LGE shall have no authority over the day-to-day operations and management of the WCECD.
- C. LGE acknowledges that the WCECD is not the proper department to submit requests that may be desired by LGE in relation to the dispatch services provided hereunder, but, rather the proper forum to make requests shall be the Williamson County Dispatch Steering Committee and/or its Subcommittees.
- D. LGE acknowledges that the Texas Department of Public Safety serves as the CJIS System Agency and LGE agrees to execute, maintain, and comply with agreements with the criminal justice agency or agencies that the Texas Department of Public Safety may require for LGE's access to TLETS, TCIC, and NCIC, and NLETS.
- E. LGE acknowledges that all criminal justice records are to be entered by County with the LGE's Originating Agency Identifier Number ("ORI") and LGE hereby agrees to provide County with its ORI, as well as provide any updates should LGE's ORI be modified in the future.
- F. LGE agrees that it shall at all times comply with all applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements. LGE hereby further agrees and acknowledges that County will not be responsible for non-compliance by LGE of any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC compliance and regulation requirements and that this Agreement does not, in any way, limit, restrict and/or reduce LGE's obligations under any and all applicable laws, rules and/or regulations.
- G. LGE agrees to abide by all present or hereafter approved rules, policies and procedures of TLETS, TCIC, and NCIC, and NLETS and any other systems now or in the future associated therewith concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes; and LGE acknowledges that County reserves the right to suspend service to LGE, which may include canceling of records entered for the LGE, when applicable policies are violated and not reinstate service following such instances until County's receipt of satisfactory assurances that violations have been corrected.
- H. When required by County, LGE shall furnish County with certification of compliance and proof of any necessary evidence of resolution of any compliance issues relating to any applicable local, state, and federal regulations, including, but not limited to any CJIS and/or TCIC

- compliance and regulation requirements.
- I. LGE hereby acknowledges and agrees that it will be under and must comply with the same Service Level Agreements (SLAs) that are required of County Departments for Information Technology Services and Dispatch Services.
 - J. LGE shall ensure that at all times during this Agreement that at least one current staff person of the LGE has been fully trained on the use of the County's public safety software systems.
 - K. LGE hereby agrees and confirms that the total number of LGE's Users for Fiscal Year 2024 are set forth in **Exhibit "A" – LGE Users**. LGE further agrees that it shall notify County, in writing, should the number of LGE's Users increase or decrease following the execution of this Agreement.
 - L. In the event that a LGE's User is no longer employed by LGE or is otherwise assigned to a job that no longer needs to utilize or access the County's dispatch services and public safety software systems, LGE must notify the County no later than twenty-four (24) hours following such User's separation from LGE or change in job function.
 - M. LGE hereby acknowledges and agrees that each dispatched unit of LGE must have the adequate technology necessary to receive Call information from the County and to indicate a response status to the County, and that, without adequate technology, County may, at its discretion, refuse to configure LGE's system for dispatching such LGE unit or apparatus.
 - N. LGE hereby designates the primary and alternate staff persons set forth below LGE's signature to serve as LGE's point of contact for technology issues involving public safety software systems and any issues involving County's dispatch services. LGE acknowledges that County will not reply to requests from or communicate with anyone other than LGE's primary or alternate staff person. LGE further agrees to provide written notification to the County of any changes in its primary or alternate staff persons.
 - O. LGE shall comply with all applicable Federal and State laws and regulations and all vendor/manufacture requirements related to the use and operation of the County's public safety software systems.
 - P. At all times during the term of this Agreement, LGE agrees to abide by and comply with all relevant County Information Technology Services and WCECD policies, guidelines, requirements, and procedures. LGE acknowledges that the policies, guidelines, requirements, and procedures will be maintained on a secure SharePoint Website and LGE will be provided with access to the site. LGE further acknowledges that sharing County's policies, guidelines, requirements, and procedures with third parties could jeopardize the County's dispatch and public safety software systems and that LGE shall not share or grant access to third parties without the express written consent of County.
 - Q. LGE hereby acknowledges that County may, from time to time, perform maintenance service on the County network, with or without notice to the LGE, which may result in the unavailability of the County network. County will make every effort to notify LGE through its designated primary and alternate staff persons prior to scheduled maintenance and notice may be given in various forms including, but not limited to email notice and/or a phone call.

V.
Excluded Services and Items

The following is a non-exhaustive list of services and items not included under this Agreement:

- A. Replacement or repair to parts, equipment or software not covered by a vendor/manufacture warranty or support services agreement between County and a vendor/manufacture.
- B. Parts, equipment, or software purchased directly by the LGE or otherwise utilized by the LGE.
- C. Programming (modification of software code) and program (software) configuration unless otherwise previously agreed to by County and within the standard set of services provided by County's Information Technology Services and/or WCECD.
- D. Training services beyond any initial one-time user training that may be provided by County staff.
- E. Any work related to LGE's compliance with Texas CJIS, TCIC or other applicable laws and regulations.
- F. Services provided outside of the County's normal working hours, as set by the County's Information Technology Service Desk.
- G. County's failures or inability to perform due to reasons for which County is not responsible or due to circumstances beyond its control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, building modifications, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other events), or any other events or circumstances not within the reasonable control of County, whether or not of a similar kind or nature to any of the foregoing.

Costs associated with the above listed items and services are not included in this Agreement. The County may, upon request of the LGE and to the extent possible, assist the LGE in procuring the above listed items and services. Any such assistance will be deemed Additional Services and will be paid for by the LGE pursuant to a separate written agreement.

VI.

Exclusion of Warranties; Limitation of Liability; No Indemnification and Immunity

The services under this Agreement are subject to the following:

- A. **SPECIFIC EXCLUSION OF WARRANTIES.** THERE ARE NO WARRANTIES, REPRESENTATIONS, CONDITIONS OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, THE COUNTY DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF LGE OR THAT THE OPERATION OF PRODUCTS PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.
- B. **RESTRICTIONS ON WARRANTY.** THE COUNTY HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE (INCLUDING LGE, LGE'S EMPLOYEES, THIRD PARTIES AND ACTS OF GOD) OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN THE COUNTY.

- C. **NO INDIRECT DAMAGES.** WITHOUT LIMITING THE GENERALITY OF SECTIONS OF THIS ARTICLE, IN NO EVENT WILL THE COUNTY BE LIABLE TO LGE OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.
- D. **LIMITS ON LIABILITY.** IF, FOR ANY REASON, THE COUNTY BECOMES LIABLE TO LGE OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:
1. THE AGGREGATE LIABILITY OF THE COUNTY TO LGE AND ALL OTHER PARTIES IN CONNECTION WITH THE PRODUCTS AND THE SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY LGE TO THE COUNTY AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND
 2. IN ANY CASE, LGE MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST THE COUNTY ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN ONE (1) YEAR AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.
- E. **SEPARATE ENFORCEABILITY.** SECTIONS OF THIS ARTICLE ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.
- F. **No Indemnification:** It is understood and agreed between Parties that each Party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither Party shall be responsible to the other Party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.
- G. **Immunity.** This Agreement is expressly made subject to the Parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law

or in equity to either Party or to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

VII. Fees and Costs; Payment Terms

- A. **Minimum Technology Charge:** In Fiscal Year 2024, the LGE will pay a Minimum Technology Charge (“MTC”) of One Thousand Dollars (\$1,000). In future Fiscal Years, County may increase the MTC, as necessary, due to increased technology fees, charges and costs that are incurred by County in relation to the services and goods provided to LGE under this Agreement.
- B. **Information Technology Licenses:** LGE will receive the Information Technology licenses as set forth in **Exhibit “A” – LGE Users**. In the event LGE should need additional Information Technology licenses, LGE shall submit a written request to the County’s Information Technology Services Department. To the extent County is capable of issuing the additional requested licenses, LGE shall pay the County’s costs for such additional licenses.
- C. **Per Call Costs:** The County will provide LGE with two thousand five hundred (2,500) Calls per Fiscal Year at no charge (the “Base Call Amount”). If the LGE does not exceed the Base Call Amount in a Fiscal Year, the LGE will only pay any other costs and fees set out herein. If the LGE does exceed the Base Call Amount in a Fiscal Year, the LGE will pay the per Call cost for dispatch services over and above the Base Call Amount in such Fiscal Year plus all other costs and fees set out herein.
- D. **Determination of Fiscal Year Costs and Fees:**
 - 1. **Fiscal Year 2024:** In Fiscal Year 2024, the LGE will pay thirty-three percent (33%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. LGE’s total Call costs for Fiscal Year 2024 will be determined by multiplying LGE’s call volume for the six (6) month period of October 1, 2023 through March 31, 2024 by a factor of two (2) to create an extrapolation for a 12-month period. LGE’s extrapolated 12-month call volume will then be multiplied by a per Call cost of \$25.14 for each Call that exceeds the Base Call Amount. On or before April 30, 2024, County will submit an invoice to LGE for its Fiscal Year 2024 Call costs, MTC and any other technology costs.
 - 2. **Fiscal Year 2025:** In Fiscal Year 2025, the LGE will pay sixty-six percent (66%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for Fiscal Year 2025 dispatch services by using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE’s Fiscal Year 2025 MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE’s extrapolated call volume for Fiscal Year 2024, as determined in Section VII.(D).(1.) above, will be utilized to determine LGE’s total Call costs for Fiscal Year 2025. For purposes of LGE’s budget and funding considerations and planning for Fiscal Year 2025, County will

provide LGE, on or before April 30, 2024, with LGE's Fiscal Year 2025 Calls cost, MTC and any other technology costs. On or before October 31, 2024, County will submit an invoice to LGE for its Fiscal Year 2025 Calls cost, MTC and any other technology costs.

3. All Years Subsequent to Fiscal Year 2025: In Fiscal Year 2026 and all subsequent Fiscal Years, the LGE will pay one hundred percent (100%) of (i.) the total per Call costs of the dispatch services for all Calls over the Base Call Amount; (ii.) MTC; and (iii.) any other technology costs. The County will determine the total per Call cost rate for the dispatch services using factors including but not limited to projected annual increases in expenses and Call volume, general costs of personnel expenses, facilities costs, and costs of equipment. The County will also determine the LGE's Fiscal Year MTC and any other technology costs for the necessary technology systems and personnel, Information Technology licenses, and license costs. LGE's Call volume for the period between April 1st of the previous calendar year to March 31st of the current calendar year will be utilized to determine LGE's total Call costs for the upcoming Fiscal Year. For purposes of LGE's budget and funding considerations and planning for the upcoming Fiscal Year, County will provide LGE, on or before April 30th, with (i.) LGE's updated Call volume data for the time period between April 1st of the previous calendar year to March 31st of the current calendar year; (ii.) the per Call cost rate for the upcoming Fiscal year; and (iii.) LGE's MTC and any other technology costs for the upcoming Fiscal Year. On or before October 31st of each Fiscal Year, County will submit an invoice to LGE for its Fiscal Year Call costs, MTC and any other technology costs.
- E. Payment Terms: LGE's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by LGE within thirty (30) days from the date of the LGE's receipt of an invoice. Interest charges for any late payments shall be paid by LGE in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Fiscal Year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding Fiscal Year that does not fall on a Saturday or Sunday.
 - F. Additional Local Governmental Entities: In the event new local governmental entities other than those set forth in **Exhibit "A" – LGE Users** are provided with dispatch services and public safety software systems and related support services following the execution of this Agreement, the County will use comparable LGE Users to determine the Call costs, MTC and other technology costs for such new agencies. The County may charge new local governmental entities for any onboarding and set-up costs that may be necessary to cover the County's cost to add such entities to the County's dispatch services and public safety software systems.

VIII.

Term and Termination

- A. Term: The term of this Agreement shall be for three (3) years commencing on October 1, 2023, and terminating thereafter on September 30, 2026 ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for an additional three (3) year term commencing on October 1, 2026, and terminating on September 30, 2029 ("Extended

Term”). The Initial Term and Extended Term shall be subject to the termination rights set out herein.

- B. Termination: Either Party may terminate this Agreement for convenience and without cause upon one-hundred twenty (120) calendar day’s written notice to the other Party. In the event of termination, it is understood and agreed that LGE shall pay the pro-rated amounts that may be due to County for the goods and/or services provided, and expenses incurred to and including the date of termination. Termination of this Agreement shall not excuse any of the payments due for services provided during the period prior to the effective date of the termination. Notwithstanding any termination of this Agreement by either Party, LGE will remain responsible for providing police, fire, and 911 dispatch services for any and all such calls within its jurisdiction.

**IX.
Legal Notices**

The Parties will designate a person for receipt of legal notices under this Agreement, which for LGE may or may not be the same person as LGE’s primary or alternate staff person for technology issues involving public safety software systems and issues involving dispatch services. The Parties may change the person designated for receipt of legal notices by giving notice in writing to the other Party, identifying the new person designated for receipt of service of legal notices relating to this Agreement and identifying his/her name, title, address for notice and phone number. The Parties designate the following persons for receipt of legal notices under this Agreement:

If to County:

Name: Bill Gravell (or successor)
Title: Williamson County Judge
Address: Williamson County
710 Main Street
Suite 101
Georgetown, TX 78626
Phone: (512) 943-1550

If to LGE: As identified and set forth below LGE’s signature.

**X.
Miscellaneous Provisions**

- A. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws. The obligations of the Parties are performable in Williamson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Williamson County, Texas.
- B. Governmental Services, Independent Contractor: Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities. The services provided for herein are governmental functions and the Parties shall be engaged in the conduct of a governmental

functions while providing and/or performing services pursuant to this Agreement. The employees of each Party will at all times be subject to the supervision and control of the respective Party that such employee is employed by and shall be responsible to his or her employer. No employee employed by LGE shall be considered an agent, servant, or employee of County and no employee employed by the County shall be considered an agent, servant, or employee of LGE. The relationship of County and LGE is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between County and LGE. Neither party shall be the agent of the other nor have the authority to bind the other.

- C. Duty to Cooperate: The Parties shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed or goods provided under this Agreement.
- D. Severability: In case any one or more of the provisions contained in this Agreement 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 of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- E. Headings, Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.
- F. No Assignment: This Agreement may not be assigned.
- G. Non-exclusivity of Service Provision: The Parties agree that County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, deems fit.
- H. Current Revenues: LGE agrees that payments that it is required to make under this Agreement shall be made out of the LGE's current revenues.
- I. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that LGE shall have the right to terminate this Agreement at the end of any Fiscal Year if the governing body of LGE does not appropriate sufficient funds as determined by LGE's budget for the Fiscal Year in question. LGE may effect such termination by giving written notice of termination at the end of the then-current Fiscal Year.
- J. Prior Agreements Superseded: This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services and/or goods to be provided under this Agreement.
- K. Good Faith Clause: The Parties agree to act in good faith in the performance of this Agreement.
- L. Confidentiality: Each Party shall treat any information received in relation to the services and/or goods provided under this Agreement from the other Party as confidential, to the extent permitted by law, and shall notify the other party in the event it receives a public information request or subpoena for such information. LGE expressly agrees that it will not allow any of its employees or representatives unauthorized access to any of the County's confidential information that may be obtained while having access to the

County's public safety software systems. The LGE further agrees that it will not allow any of its employees or representatives to enter any unauthorized areas of or access to confidential information of County and will not disclose any of County's information to unauthorized third parties and will take care to guard the security of the information at all times.

- M. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- N. Authority. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Interlocal Cooperation Act. The Parties each represent and warrant to the other Party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a Party warrants that he or she is duly authorized to enter into this Agreement on behalf of such Party and to bind it to the terms hereof.
- O. Entire Agreement & Incorporated Documents: This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

Documents, both current and as amended, expressly incorporated into this Agreement, as if copied in full, shall include the following:

1. Williamson County Technology Services "Hardware & Software Requirements," as amended*;
2. Williamson County Technology Services "Public Safety Software Configuration Policy," as amended*;
3. Williamson County Technology Services Public Safety Technology Division "Technology Services Support for Agencies Policy" as amended*;
4. Service Level Agreement for Information Technology Services*;
5. Exhibit "A" - LGE Users.

*The current version of this incorporated document will be maintained by County on a secure SharePoint Website and LGE's primary and alternate staff persons, as identified below LGE's signature hereinbelow, will be provided with access to such site. Any future documents that are necessary for compliance and provision of the services hereunder may be added to the SharePoint Website by County and, in such case, LGE must comply with such documents.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement to be effective as of the date of the last Party's execution below.

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

LGE:

Name of LGE: _____

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

LGE's Designated Contact for Legal Notices (Article IX):

Name: _____

Title: _____

Address: _____

_____, TX _____

Phone: _____

Email: _____

LGE's Primary and Backup Staff Persons for Technology Issues Involving Public Safety Software Systems and Issues Involving Dispatch Services:

Primary Contact:

Name: _____

Address: _____

_____, TX _____

Phone: _____

Email: _____

Alternate Contact:

Name: _____

Address: _____

_____, TX _____

Phone: _____

Email: _____

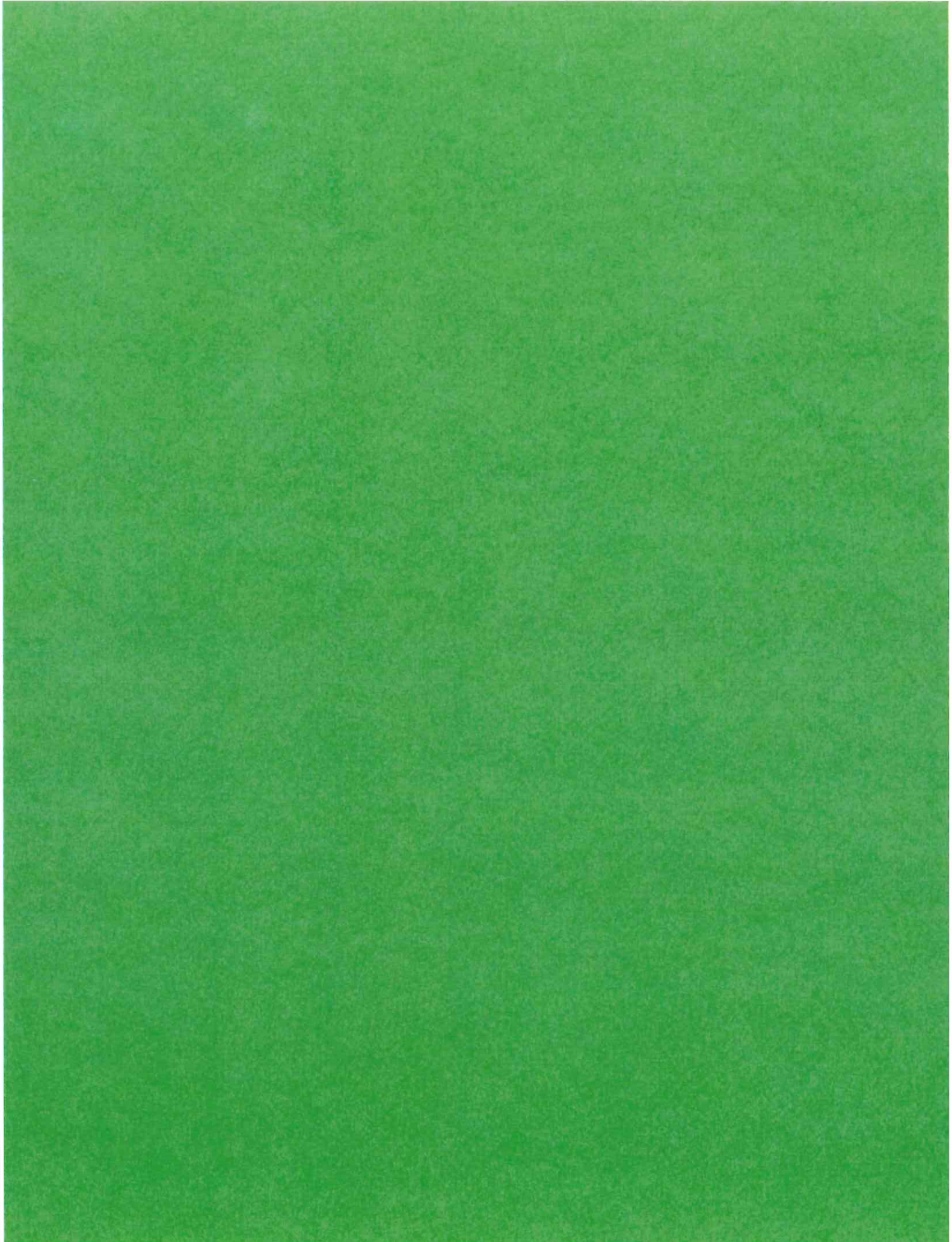
Exhibit "A"

LGE Users

* Note: User Adjustment is currently set at up to 15 users for certain software systems

**Due to the complexity and workload of supporting RMS, allotments do not apply

County	Agency	Abbrev.	Total Users	Adj Total	RMS	Adj RMS	LE MCT	Adj LE MCT	Fire MCT	Adj Fire MCT	CAD	Adj CAD
No	Avery Pickett (Taylor VFD)	AVFD	15	0	0	0	0	0	15	0	15	0
No	ESD 7/Florence FD	ESD7	7	0	0	0	0	0	7	0	7	0
No	Florence PD	FLPD	12	0	2	2	12	0	0	0	12	0
No	GMAT	GMAT	13	0	0	0	0	0	0	0	13	0
No	Granger FD	GRFD	12	0	0	0	0	0	12	0	12	0
No	Granger PD	GRPD	15	0	1	1	2	0	0	0	15	0
No	ESD 3/Hutto FD	HUFD	8	0	0	0	0	0	8	0	8	0
No	Hutto ISD PD	HUSD	6	0	3	3	4	0	0	0	6	0
No	Hutto PD	HUPD	75	60	5	5	75	60	0	0	75	60
No	ESD 5/Jarrell FD	JAFD	9	0	0	0	0	0	9	0	9	0
No	Jarrell PD	JAPD	20	5	3	3	20	5	0	0	20	5
No	Jollyville FD	JVFD	3	0	0	0	0	0	3	0	3	0
No	Leander FD	LEFD	22	7	0	0	0	0	22	7	22	7
No	ESD 4/Liberty Hill FD	LHFD	5	0	0	0	0	0	5	0	5	0
No	Liberty Hill PD	LHPD	25	10	3	3	25	10	0	0	25	10
No	Liberty Hill ISD PD	LISD	9	0	2	2	9	0	0	0	9	0
No	Round Rock ISD PD	RISD	39	24	2	2	39	24	0	0	39	24
No	ESD 2/Sam Bass FD	SBFD	6	0	0	0	0	0	6	0	6	0
No	Southwestern PD	SWPD	1	0	1	1	0	0	0	0	0	0
No	Taylor FD	TAFD	10	0	0	0	0	0	10	0	10	0
No	ESD 10/Thrall & Coupland	ED10	18	3	0	0	0	0	5	0	18	3
No	Thrall PD	THPD	5	0	2	2	2	0	5	0	5	0
No	Weir FD	WEFD	2	0	0	0	0	0	2	0	2	0
Yes	Constable 1	CON1	12	0	2	2	12	0	0	0	12	0
Yes	Constable 2	CON2	15	0	2	2	15	0	0	0	15	0
Yes	Constable 3	CON3	13	0	2	2	13	0	0	0	13	0
Yes	Constable 4	CON4	15	0	2	2	15	0	0	0	15	0
Yes	Emergency Services	ES	45	30	0	0	0	0	45	30	45	30
Yes	EMS	WEMS	49	34	0	0	0	0	49	34	49	34
Yes	WC SO	WCSD	750	735	750	750	215	200	0	0	215	200
Total			1236	608	782	782	456	299	203	71	700	373





THE CITY OF

JARRELL

Date: November 7th, 2023

Subject: Budget Amendment

Item: Discussion, consideration and possible action regarding a budget amendment for the Capital Project Fund.

Department: Administration

Staff Member: Danielle Singh, City Manager

Background Information:

During FY 24 budget discussions, it was noted that there was significant cleanup required in the Capital Project Fund. Reconciling that fund and identify any reimbursements that need to occur will be a priority as we move through the audit.

In the meantime, funds remaining from FY23 need to be rolled forward for active projects in order to continue paying invoices. As projects become active, additional budget amendments may be necessary. The funds allocated in this budget amendment account for the remaining contract amounts plus a 10% contingency for the two active construction projects. There are sufficient funds available in the accounts to cover these budget amendments.

Funding:

This action allocates funds but does not expend funds.

Supporting Documentation:

Budget Amendment

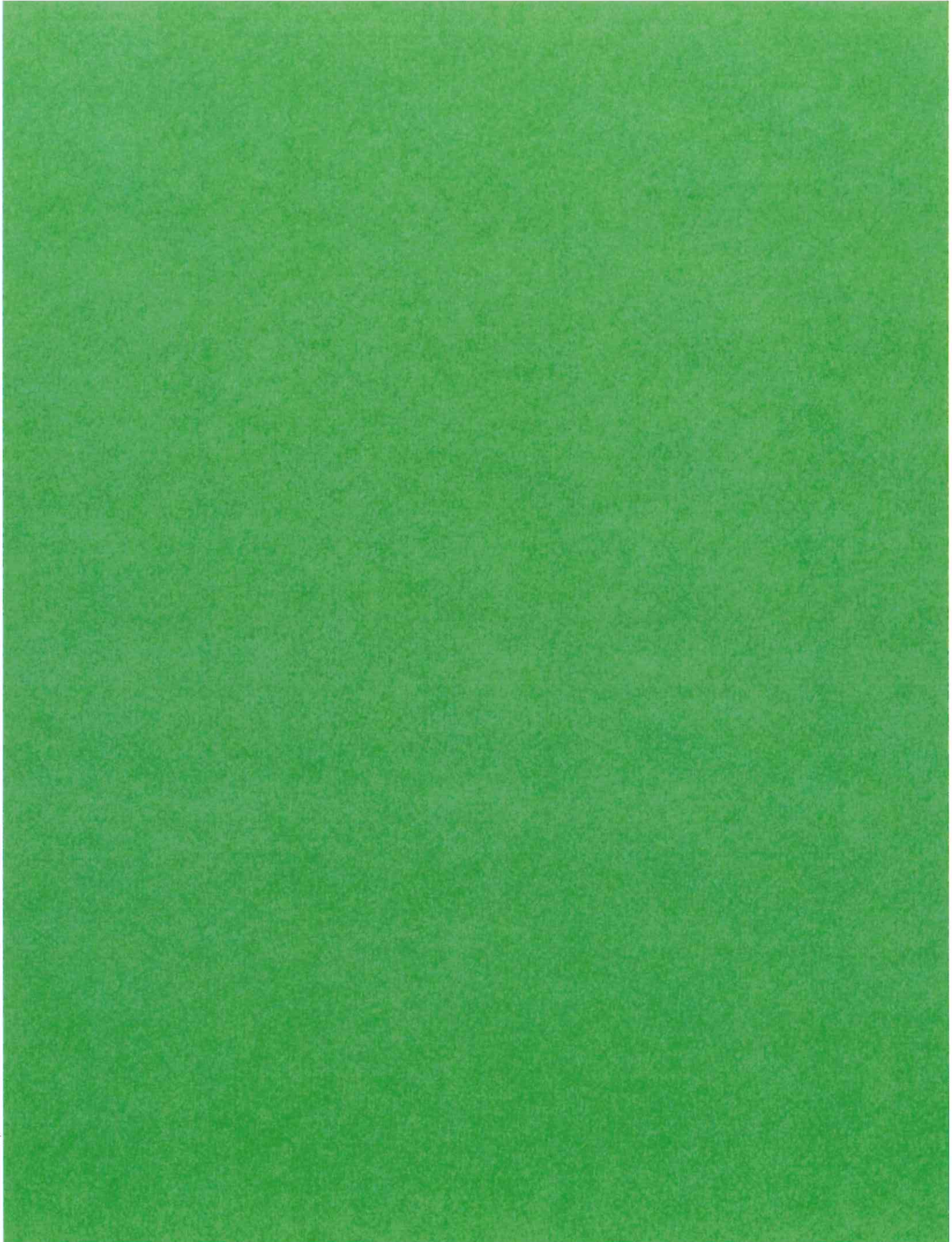
Recommendation:

Staff recommends approval of the budget amendment, so invoices can be paid.



Capital Projects

<u>Account:</u>	<u>Description</u>	<u>Amount</u>	<u>Rational</u>
Expense:			
09-975-6873	Wilco Waterfield Project	\$ 1,154,500.00	FY23 Carryforward
09-987-6851	2025-I1 Donahoe Creek Parallel Collector	\$ 6,574,557.66	FY23 Carryforward
09-988-6852	2025-LS1 FM 487 W New Lift Station	\$ 1,735,695.83	FY23 Carryforward
09-925-6331	Easement Acquisition	\$ 84,664.00	FY23 Carryforward
Income:			
Carryforward Budget Amendment from FY 23 Funds			





THE CITY OF

JARRELL

Date: November 7th, 2023

Subject: Purchasing Authority

Item: Discussion, consideration and possible action on an Ordinance establishing the purchasing authority for the City Manager

Department: Administration

Staff Member: Danielle Singh, City Manager

Background Information:

The City adopted the Fiscal Administration Policy in 2011. The policy references a purchasing policy, but staff has not found any documentation that a purchasing policy was adopted. In practice, the City has allowed the City Manager to purchase items and enter into contracts for amounts less than \$50,000 without prior Council approval. In order to continue with this practice, the Fiscal Administration Policy needs to be amended to establish the spending authority for the City Manager.

This item would amend the City's Code of Ordinances, Chapter 2. Administration and Personnel, Article 3. Finances, Division 33. Expense Management. If approved, the City Manager would have the authority to purchase items and enter into contracts for amounts less than \$50,000. This only applies to items included in the budget.

Funding:

There are no associated costs with this item.

Supporting Documentation:

Ordinance

Recommendation:

Staff recommends approval of the item.



ORDINANCE NO. 2023-1107-05

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION AND PERSONNEL, OF THE CODE OF ORDINANCES OF THE CITY OF JARRELL, TEXAS; ESTABLISHING PURCHASING AUTHORITY FOR THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 252 of the Texas Local Government Code authorizes the governing body of a municipality to delegate contracting authority; and

WHEREAS, the City Council of the City of Jarrell, Texas, further finds and determines that City Manager and his or her designee should be authorized to purchase items and enter into contracts for certain amounts in the interest of efficiency of administrative governmental operation in the City.

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

Section 1: The recitals provided for in the preamble are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2: That Chapter 2, Article 3 Finances, Division 33 Generally, of the City of Jarrell Code of Ordinances is amended to read as follows:

2.03.033. Expense Management.

(c) Purchasing.

- (1) All city purchases of goods or services will be made in accordance with the city's current purchasing procedures and with state law.
- (2) In accordance with state purchasing laws:
 - (A) In order to avoid any violations of the state purchasing laws and any conflicts of interest, no member of city council shall require city staff to give special consideration to a particular vendor.
- (3) The City Manager shall have the authority to contract for and purchase supplies, materials, equipment, and services in amounts less than \$50,000, provided the expenditure is properly budgeted for.

Section 3: Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this Ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this Ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

Section 4: It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

Section 5: That all ordinances or portions thereof in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

Section 6: This ordinance shall become effective immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

PASSED AND APPROVED by the Jarrell City Council, County of Williamson, State of Texas, on the following date:

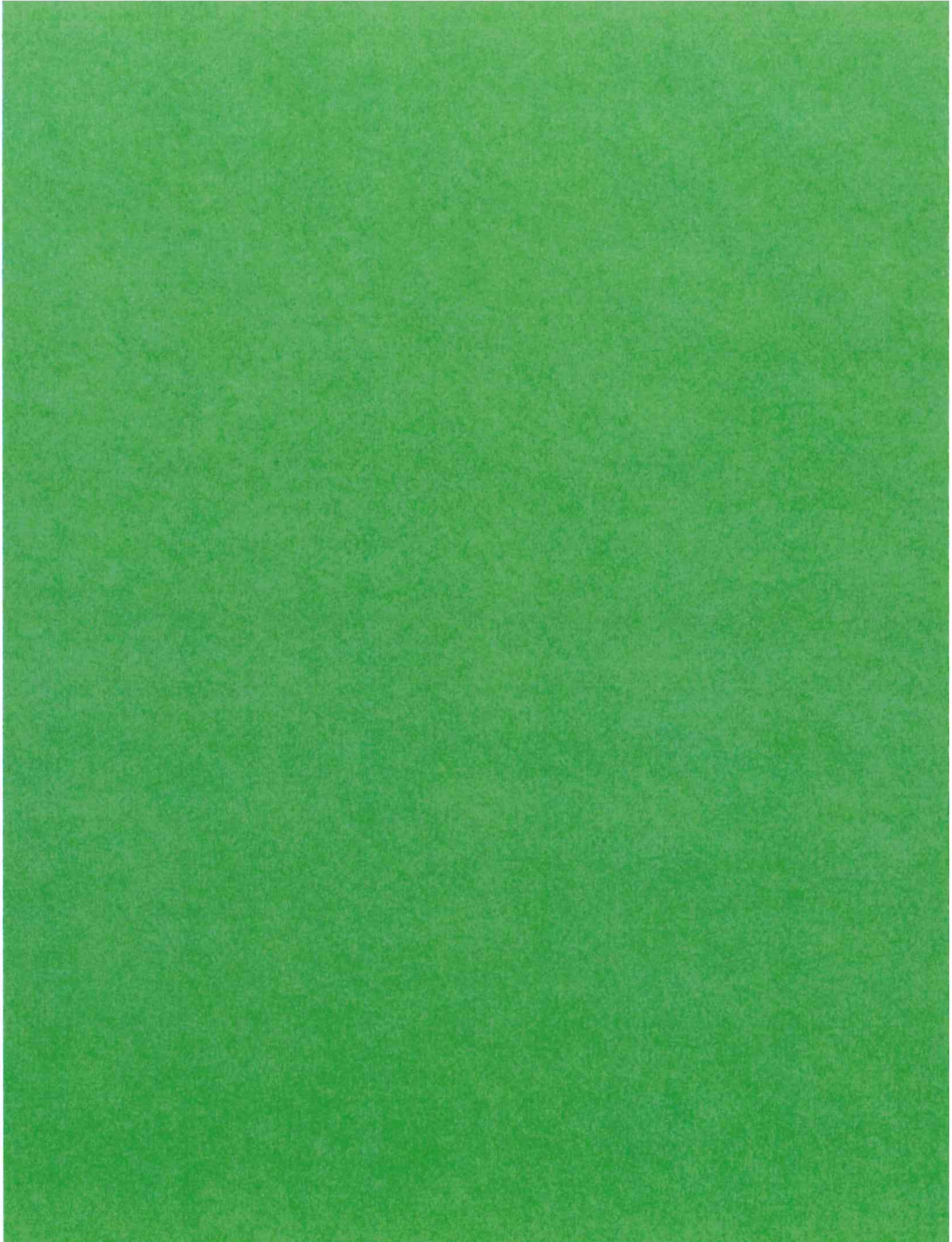
_____, 2023

CITY OF JARRELL, TEXAS

Patrick Sherek, Mayor

ATTEST:

Dianne Peace, City Secretary





THE CITY OF

JARRELL

Date: November 7th, 2023

Subject: Proposal for Annual Audit

Item: Discussion, consideration and possible action on a professional services agreement for the FY 2022-2023 annual audit.

Department: Administration

Staff Member: Danielle Singh, City Manager

Background Information:

On September 28, 2023, the City issued a request for proposals for Auditor Services. The proposals were due on October 13, with the City receiving no responses. Since no responses were received, the City reached out to two audit firms and received a response from one.

Armstrong, Vaughan, & Associates, P.C. submitted a proposal for \$28,700, which would include a single audit if necessary. This cost includes reconstruction of fund balances as discussed in the budget process.

According to Local Government Code Section 103.003, the City is required to file an annual financial statement, with the auditor's opinion on the statement, with the City Secretary, within 180 days after the last day of the municipality's fiscal year, which is March 28, 2024.

Funding:

The total cost of this item is \$28,700. This item is included in the budget for FY 23-24.

Supporting Documentation:

Proposal

Recommendation:

Staff recommends approval of the proposal from Armstrong, Vaughan, & Associates P.C.





Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

October 24, 2023

City of Jarrell, Texas

You have requested that we audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of City of Jarrell, Texas, as of September 30, 2023, and for the year then ended and the related notes to the financial statements, which collectively comprise City of Jarrell, Texas' basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2023 (if necessary based on federal expenditures). We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting standards generally accepted in the United States of America require that required supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison information, be presented to supplement the City of Jarrell, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Jarrell, Texas RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule – General Fund and any Major Special Revenue Funds with legally adopted budgets
- 3) Schedules of Liabilities and Contributions - Pension and Other Post-employment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet and Statements of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds

Schedule of Expenditures of Federal Awards (If Necessary)

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and, in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance (if necessary)

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable

assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;

7. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from [management] for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform:

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by the City's management.
- Prepare a draft annual report for review by the City's management.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Fees and Timing

We anticipate conducting fieldwork in mid to late January and preparing draft reports for management's review by the end of February.

Phil Vaughan is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Armstrong, Vaughan & Associates, P.C.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for the financial statement audit services will be \$24,500. Should a single audit be required, additional fees will be \$4,200. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Jarrell, Texas' personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Armstrong, Vaughan & Associates, P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Armstrong, Vaughan & Associates, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for

Professional Accounting and Related Services Disputes, before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

We appreciate the opportunity to be of service to the City of Jarrell, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,



Armstrong, Vaughan & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Jarrell, Texas.

By: _____

Title: _____ Date: _____



Report on the Firm's System of Quality Control

October 14, 2020

To the Shareholders of Armstrong, Vaughan & Associates, P.C.
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Armstrong, Vaughan & Associates, P.C. (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review

Required Selections and Considerations

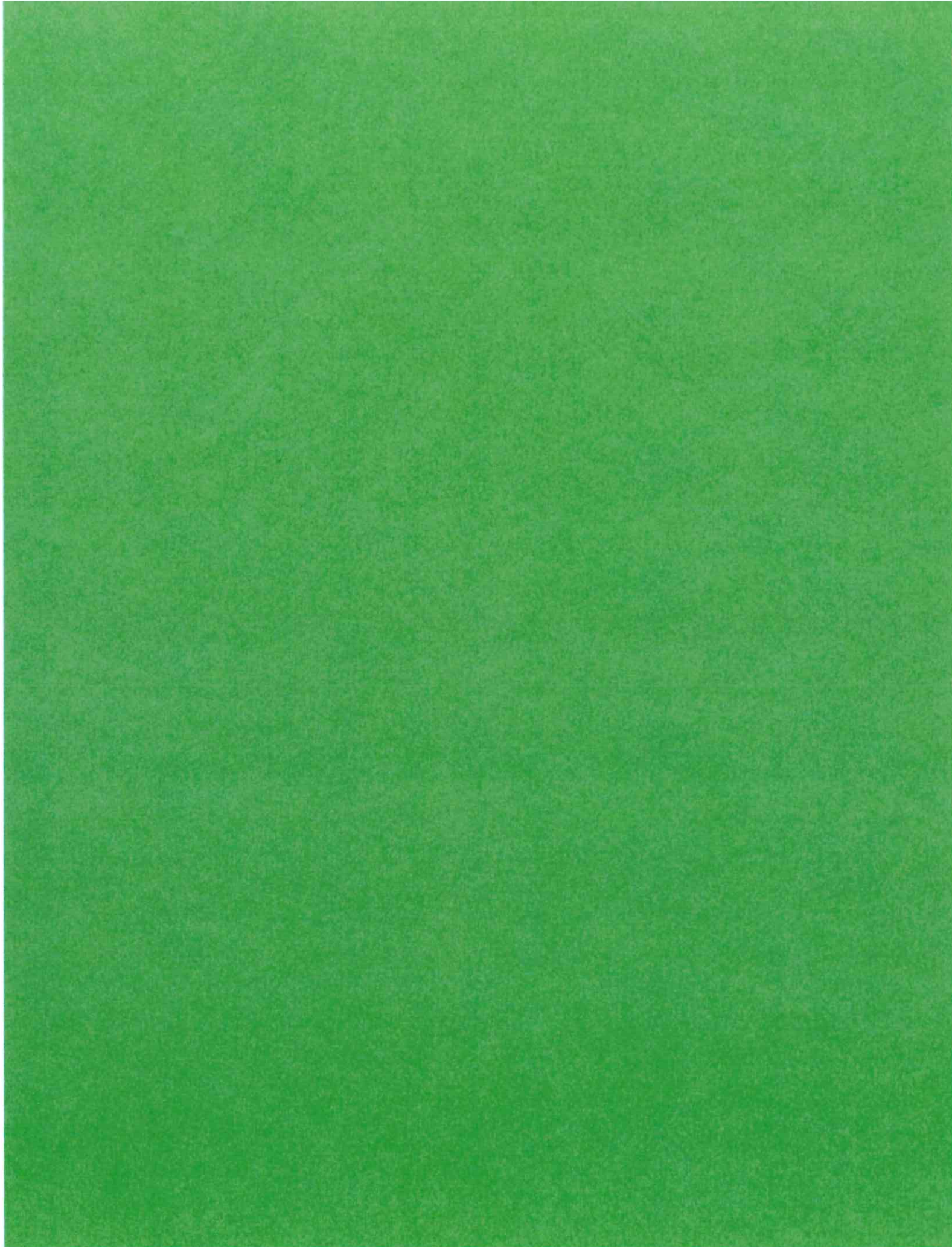
Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Armstrong, Vaughan & Associates, P.C. in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Armstrong, Vaughan & Associates, P.C. has received a peer review rating of *pass*.

Wilf & Henderson, P.C.
Wilf & Henderson, P. C.





THE CITY OF

JARRELL

Date: November 7th, 2023

Subject: Christmas Holiday

Item: Discussion, consideration and possible action regarding closure of City Offices in December.

Department: Administration

Staff Member: Danielle Singh, City Manager

Background Information:

City Offices close for two days during December according to the City holiday schedule. This year, the City has elected to host an event on Saturday, December 16 for the community. To properly staff this event, I will be asking for office staff to voluntarily sign up to work at the event, in exchange for comp time.

With the upcoming holidays, I am requesting to close City offices for one additional day to allow the staff to use this comp time on the same date. Staff that does not wish to participate can still work their regular schedule, but offices would be closed to the public.

Staff is requesting that City offices be closed on December 21, 22, and 25. If this request is not approved, City offices would be closed on December 22 and 25 only.

Funding:

There is no funding associated with this request.

Recommendation:

Staff recommends approval of the office closure request.



