THE CITY OF
JARRELL

City of Jarrell
Regular City Council Meeting
Jarrell City Council Chambers
161 Town Center Blvd. Jarrell, Texas 76537
Tuesday, March 5, 2024, at 7:00 p.m.

AGENDA

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

1. CALL MEETING TO ORDER
- Roll Call
- Invocation **by Pastor Anthony Van Noy**
- Pledge of Allegiance

2. PUBLIC COMMENTS

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

Orange Sign in Card – Items not listed on the agenda

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

Yellow Sign in Card – Item listed on the agenda

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

3. PUBLIC HEARINGS

3.1 Open Public Hearing for the Consideration and Possible Action regarding the recommendation of the Planning and Zoning Commission; and consider approval of Ordinance No. 2024-0305-01 approving the Update to the Zoning Map.
Jordan Cantu

4. REGULAR AGENDA ITEMS

4.1 Discussion, consideration, and possible action considering a request to form a special events committee to plan additional community events.
Danielle Singh

4.2 Discussion, consideration, and possible action regarding the Annual Audit Report for the fiscal year ended September 30, 2023.
Danielle Singh

4.3 Discussion, consideration, and possible action regarding a budget amendment for FY 2024.
Danielle Singh

5. CONSENT AGENDA ITEMS

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

5.1 Consideration and possible action regarding the approval of the minutes of the Regular City Council Meeting on February 6, 2024.
Dianne Peace

5.2 Discussion, consideration, and possible action for a Proposal for Professional Services for use of remaining 2021 CDBG Funds And 2022 CDBG Waterline Project.
Danielle Singh

5.3 Discussion, consideration, and possible action for a Proposal for Professional Services for the 2023 CDBG Paving Project.
Danielle Singh

5.4 Discussion, consideration, and possible action regarding an Interlocal Agreement with Williamson County for the resurfacing of Ronald Reagan Boulevard.
Danielle Singh

5.5 Discussion, consideration, and possible action regarding the purchase of parts to repair a filter at the wastewater treatment plant.

5.6 Review, and possible discussion regarding the 2023 Racial Profiling Report for the Jarrrell Police Department.
Chief Patrick South

5.7 Discussion, consideration, and possible action regarding approval of a new IT contract and related fees for the City of Jarrell with IT Voice.
Chief Patrick South

6. DISCUSSION ITEMS

6.1 Discussion, consideration, and possible action regarding closure of non-essential City Offices on April 8, 2024, for the Solar Eclipse.
Danielle Singh

7. ADJOURN INTO CLOSED SESSION/EXECUTIVE SESSION:

7.1 Closed Executive Session pursuant to Texas Government Code Section 551.074 of the Texas Government Code to deliberate the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: Review of applications for appointments of member(s) of the Jarrell Planning & Zoning Commission.

7.2 Closed Executive Session pursuant to 551.087 of the Texas Government Code to deliberate economic development negotiations regarding Project Lunch Lady.

7.3 Closed Executive Session pursuant to Texas Government Code Section 551.071 for a consultation with the City Attorney: Wholesale Water & Wastewater Contracts.

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

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

7.6 Closed Executive Session pursuant to 551.074 of the Texas Government Code to deliberate the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: City Council

8. RECONVENE INTO OPEN SESSION.

8.1 Discussion and possible action regarding the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: Review of applications for appointments of member(s) of the Jarrell Planning and Zoning Commission.

8.2 Discussion and possible action regarding economic development negotiations regarding Project Lunch Lady.

8.3 Discussion, consideration, and possible action regarding the Wholesale Water & Wastewater Contracts.

8.4 Discussion, consideration, and possible action regarding the Jarrell Town Center Water Contract.

8.5 Discussion, consideration, and possible action regarding Cielo Gardens.

8.6 Discussion and possible action regarding the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: City Council

9. Adjournment.

CERTIFICATION

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

March 1, 2024, at 5:00 p.m.

Dianne 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 _____, 2024 at _____am/pm
City of Jarrell, Texas

_____
Removed by: City Secretary's Office

THE CITY OF

JARRELL

3.1

Date: March 5th, 2024

Subject: Updated Zoning Map
Item: Open a Public Hearing for the Consideration and Possible Action regarding the Update to the Official Zoning Map for the City of Jarrell.

Department: Development Services

Staff Member: Jordan Moyer, Director of Development Services

Justification: In 2021, the City of Jarrell adopted a Comprehensive Plan. The Jarrell Comprehensive Plan identifies key challenges and opportunities, defines goals and objectives, develops a strategic vision, and establishes implementation strategies to be achieved over the next five to ten years. A recommendation made in the comprehensive plan was to update the Code of Ordinances to reflect the strategic vision developed in the Comprehensive Plan. In September we began having Joint Council and Planning and Zoning Commission Workshops regarding this update. In February of 2024 the text changes to the Zoning Code were adopted by the Council. This is the final step of establishing the new Zoning Districts. It is important to have a zoning map that reflects the updated zoning code. Section 4.02 of Exhibit 9A in the Unified Development Code allows for a digital zoning map to be created and maintained with Certification from the Mayor.

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

Outside Resources: N/A

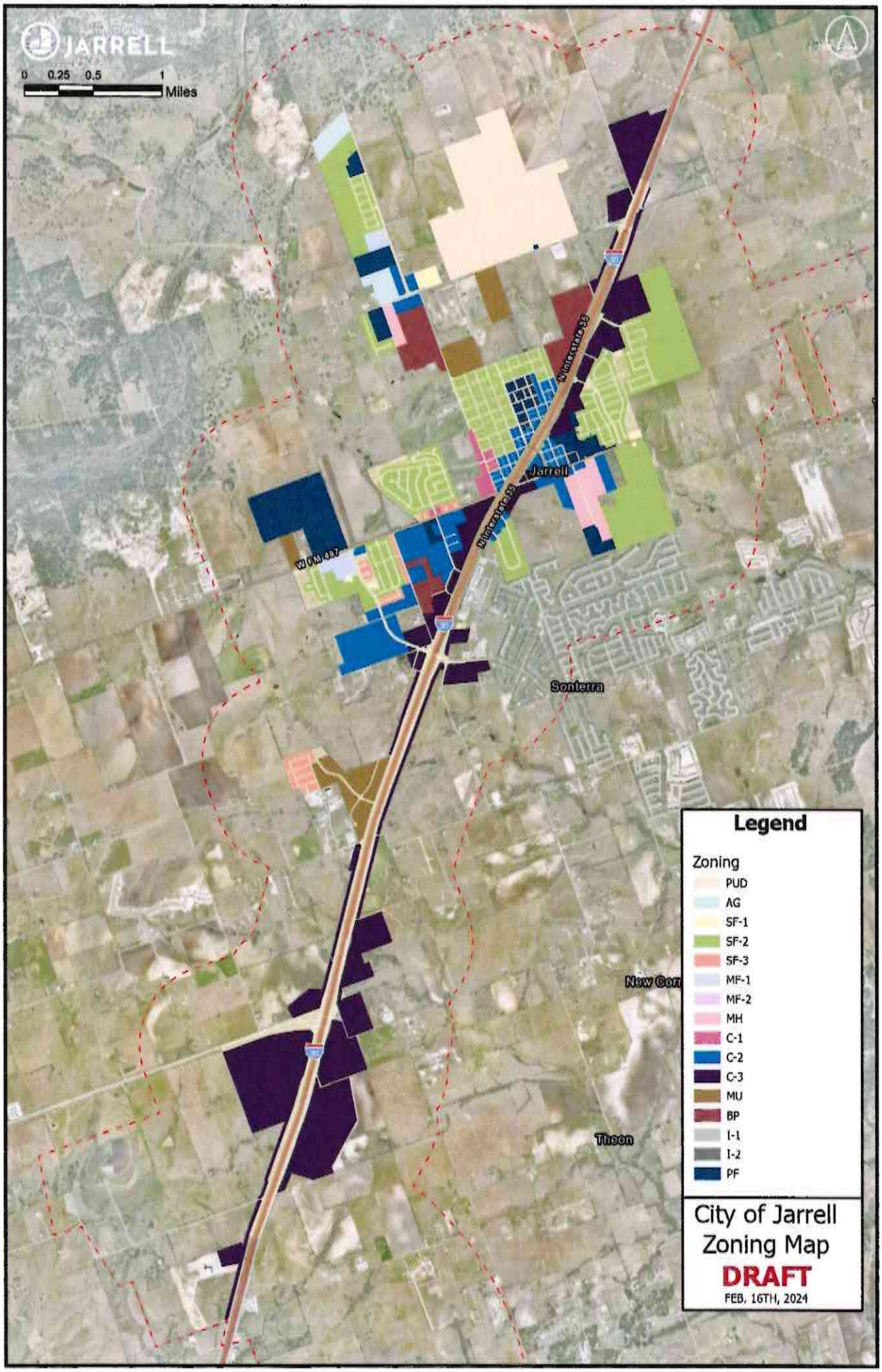
Background Information:

- Notices were mailed to residents and property owners on 1/24/24.
- The proposed updates were posted to the City Website on 1/24/24.
- The proposed updated map was posted to the City Website on 2/16/24.

- Planning and Zoning Commission recommended approval of the map on 2/20/24 with the modification of 3 parcels along CR 306 being changed from BP to C-2 at the request of the property owners.

Public Comment: None at this time.

Supporting Documentation:
Exhibit


JARRELL
0 0.25 0.5 1
Miles
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Sonterra
New Com
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Legend
Zoning
PUD
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SF-1
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SF-3
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MH
C-1
C-2
C-3
MU
BP
I-1
I-2
PF
City of Jarrell
Zoning Map
DRAFT
FEB. 16TH, 2024

Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

4.2

Communication with Those Charged with Governance

To Management, Mayor and City Council of
City of Jarrell

We have audited the financial statements of the City of Jarrell as of and for the year ended September 30, 2023, and have issued our report thereon dated February 27, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated October 24, 2023, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, as part of our audit, we considered the internal control of City of Jarrell solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and others in our firm, as appropriate, have complied with all relevant ethical requirements regarding independence.

941 West Byrd Blvd., Suite 101 • Universal City, Texas 78148
Phone: 210-658-6229 • Fax: 210-659-7611 • Email: info@avacpa.com • www.avacpa.com

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City of Jarrell is included in Note 1 to the financial statements. There were no significant new accounting policies adopted and no changes in significant accounting policies or their application during 2023 except for the following:

> In the past, the City recorded debts and assets related to the water supply contract with Lone Star Regional Water Authority ("LSRWA") related to the East Williamson County Regional Water Transmission System Project ("Project"). The 2015 water supply contract entitles the City to its share of the water from the project but does not entitle the City to any assets of the Project. Similarly, while the City has pledged its utility fund revenues to purchase water from LSRWA, the debts of LSRWA from the water supply contract are not debts of the City. Thus, the asset and related debts have been removed from the financial statements of the City and the payments to LSRWA are shown as water purchase costs in the utility fund.
>
> In prior years, the City recorded a receivable for estimated court fines to be collected from outstanding citations. The collection rate on these citations is low and the legal enforceability is uncertain prior to the defendant appearing before the Judge or entering a plea. Management decided to remove the receivable for these reasons and for simplicity in the financial statements.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

1. Useful lives of depreciable assets
2. Allowance for uncollectible property tax and utility receivables

We evaluated the key factors and assumptions used to develop the estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting City of Jarrell's financial statements relate to the Lone Star Regional Water Authority.

Significant Difficulties Encountered during the Audit

We encountered no difficulties in dealing with management relating to the performance of the audit.

Representations Requested from Management

We have requested certain written representations from management in a separate letter dated February 27, 2024.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to City of Jarrell's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. We assisted management with reconciling to the prior audited financials and recording routine entries such as tax accruals, payroll accruals, updating debt balances, and updating capital asset balances.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Existence of Material Misstatements that Affect the Financial Statements of a Prior Period in Which There was a Predecessor Auditor

We have identified the existence of a material misstatement that affects the prior period financial statements on which the predecessor auditor had previously reported without modification. These are outlined in Note 15 to the financial statements and a prior period adjustment was recorded to correct them.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with City of Jarrell, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as City of Jarrell's auditors.

During our current audit, we became aware of the following opportunities for improvement:

Pooled Cash

As of September 30, 2023, the City maintained 9 bank accounts. The City's newly implemented financial software (Incode) is designed to use pooled cash where the funds of the City share a single checking account. This allows the City to allocate costs to multiple funding sources and streamline cash receipting. Pooled cash also facilities payroll allocations across funds as running payroll from multiple bank accounts is generally not feasible. In addition, pooling bank accounts reduces the amount of idle cash, allowing for more investment potential. The City should consider implementing pooled cash.

Electronic Payments

The City is making wire and electronic payments at the bank. Two signatures are required on internal forms to authorize the payment. However, the bank setup will allow one individual to submit the payment. For better controls over electronic payments, the City should contact the bank about requiring two people to authorize electronic payments so that no one person could act alone.

Water Rates and Access Fees

The City's code of ordinances states that the City will follow the rate structure of Jarrell Schwertner Water Supply Corporation (WSC). Rates presented on the City's website appear to match the WSC, however, the actual bills of the City diverge in the treatment of the first 2,000 gallons. Per the website of the WSC and the City's 2020 rate increase letter on the City's website, the first 2,000 gallons should be billed at $3.10 per 1,000, however, the City is treating the first 2,000 gallons as included in the base rate. The City should either update its ordinance to state the first 2,000 gallons are included in the base rate or update the rate schedule in the billing software. In addition, we noted the wastewater impact fee in the City's 2021-0727-03 ordinance was $3,334 per LUE. However, the City has been charging $3,340.

Utility Deposits

We noted that utility customer deposits in Incode are overstated by deposits in inactive accounts. The conversion process created deposits in these accounts. The City should go through the utility accounts and remove deposits on inactive accounts from Incode records.

Fund Accounting

The City should consider segregating the water and wastewater access fees into separate funds to facilities tracking the remaining balance by activity. Similarly, the City has one capital projects fund that is being used for general fund capital projects as well as utility fund capital projects. Segregating the capital projects into two would allow the City to better track the source of any remaining balances.

This information is intended solely for the information and use of the Mayor, City Council and management of City of Jarrell and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Armstrong, Vaughan & Associates, P.C.

Armstrong, Vaughan & Associates, PC
February 27, 2024

City of Jarrell
Audit Highlights
September 30, 2023

OVERVIEW

Clean Opinion (means we agree annual report is accurate)	YES
Material or Significant Findings	NO
Any Other Written Findings or Recommendations (See Separate Letter)	YES

General Fund Trends	2021*	2022*	2023	Budget
Total Revenue	3,615,160	3,734,356	4,500,149	3,069,976
Total Expenditures	(3,355,906)	(2,935,570)	(3,445,040)	(2,908,933)
Other Sources (Uses)	1,035,657	(1,622,482)	-	-
Change in Fund Balance	1,294,911	(823,696)	1,055,109	161,043
Beginning Fund Balance	3,088,071	4,382,982	3,740,199	
Ending Fund Balance	4,382,982	3,559,286	4,795,308	

*As originally stated in the annual reports

Capital Expenditures	170,382	364,310	60,913
Months of Operating Costs	17	17	17

Utility Fund Trends	2021*	2022*	2023
Operating Revenues	2,331,327	3,306,102	3,690,292
Operating Expenses	(1,899,582)	(2,817,848)	(3,587,001)
Other Sources (Uses)	(673,348)	4,524,485	3,117,655
Change in Net Position	(241,603)	5,012,739	3,220,946
Beginning Net Position	12,397,460	12,155,857	20,933,691
Ending Net Position	12,155,857	17,168,596	24,154,637

*As originally stated in the annual reports

Long-term Assets	50,658,675
Restricted Access Fees	3,339,147
Restricted Unspent Bond Proceeds	7,264,705
Long-term Debts	(41,722,581)
Spendable Net Position	4,614,691

Other Fund Balances	2021*	2022*	2023
Street Maintenance Fund	903,484	1,178,948	1,619,681
EDC	490,905	676,079	1,066,991
Debt Service	46,910	33,525	133,524
General Capital Projects	2,134,568	3,095,338	2,933,876
Asset Forfeiture	2,123	860	1,860

*As originally stated in the annual reports

THE CITY OF

JARRELL

ANNUAL FINANCIAL REPORT

FISCAL YEAR ENDED SEPTEMBER 30, 2023

CITY OF JARRELL, TEXAS
TABLE OF CONTENTS
SEPTEMBER 30, 2023

INTRODUCTORY SECTION

FINANCIAL SECTION

COMPLIANCE SECTION

CITY OF JARRELL, TEXAS
ELECTED AND APPOINTED OFFICIALS
YEAR ENDED SEPTEMBER 30, 2023

ELECTED OFFICIALS

MAYOR	PATRICK SHEREK
ALDERMAN, PLACE 1	DANIEL KLEPAC
ALDERMAN, PLACE 2	JEFF SEIDEL
ALDERMAN, PLACE 3	TANYA CLAWSON
ALDERMAN, PLACE 4	ADAM MARSH
ALDERMAN, PLACE 5	DANIEL ISLAS

APPOINTED OFFICIALS

CITY MANAGER	DANIELLE SINGH
FINANCE DIRECTOR	SABRA DAVIS
CITY SECRETARY	DIANNE PEACE
POLICE CHIEF	PATRICK SOUTH
DIRECTOR OF PLANNING AND DEVELOPMENT	JORDAN CANTU

FINANCIAL SECTION

Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Alderman
City of Jarrell, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Jarrell, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise City of Jarrell's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information for City of Jarrell, as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Jarrell and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

City of Jarrell's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and 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 fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Jarrell's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives 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 opinions. 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 and *Government Auditing Standards* will always detect a material misstatement when it exists. 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. Misstatements 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.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- 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 City of Jarrell's internal control. Accordingly, no such opinion is expressed.
- 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.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about City of Jarrell's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and schedules related to the City's net pension and total other postemployment benefit liabilities, as listed in the table of contents, be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise City of Jarrell's basic financial statements. The supplementary information (as identified in the table of contents) is presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 27, 2024 on our consideration of City of Jarrell's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Jarrell's internal control over financial reporting and compliance.

Armstrong, Vaughan & Associates, P.C.

Armstrong, Vaughan & Associates, P.C.

February 27, 2024

MANAGEMENTS DISCUSSION AND ANALYSIS

As management of the City of Jarrell, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City of Jarrell for the fiscal year ended September 30, 2023.

Financial Highlights

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at September 30, 2023 by $37.5 million (net position). Of this amount $12.3 million (unrestricted net position), may be used to meet the government's ongoing obligations to citizens and creditors.

- The government's total net position increased from operations by $4.7 million. This increase is attributable to the City's strong sales tax collections and customer access fees for new connections to the water and sewer system. The access fees will be used to offset the cost of needed system improvement and expansion.

- As of September 30, 2023, the City's governmental funds reported combined ending fund balances of $10.5 million, an increase of $1.7 million. The increase was largely from strong sales tax collections.

- The City's General Fund reported a year end fund balance of $4.8 million, which represents approximately 17 months of general fund operating expenditures.

- In 2023, the City issued certificates of obligation for $10.8 million to fund water and sewer system improvements.

Overview of the Financial Statements

The discussion and analysis is intended to serve as the introduction of the City of Jarrell, Texas' basic financial statements which are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements.

Government-Wide Financial Statements – The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business financial presentation.

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes and earned but unused vacation leave.)

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through their user fees and charges (business-type activities). The governmental activities of the City include general government, debt service, special revenue funds, and capital projects. The business-type activities of the City include a water/wastewater service fund.

Fund Financial Statements – A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental and proprietary, and utilize different accounting approaches.

Governmental Funds – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources available for current spending, as well as on balances of resources available for spending at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains six (6) individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Capital Projects Fund and Debt Service fund, which are considered to be major funds. Data from the other three (3) governmental funds are combined into a single, aggregated presentation. Details of the three (3) nonmajor governmental funds are presented in the supplementary information section. The City adopts an annual appropriated budget for all governmental funds except capital projects. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Proprietary Funds – The City charges customers for the services it provides, whether to outside customers or to other units within the City. These services are generally reported in proprietary funds. The City maintains one proprietary fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses an enterprise fund to account for the operation and maintenance of its water/wastewater service.

Notes to the Basic Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-wide Financial Analysis

The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $37.5 million (net position). Of this amount $12.3 million (unrestricted net position) may be used to meet the ongoing obligations to citizens and creditors.

The largest portion of the City's net position (51%) is its net investment in capital assets (e.g., land, buildings, infrastructure, machinery, and equipment); less any related debt used to acquire those assets that is still outstanding. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The City's unrestricted net position is approximately 32% of total net position and approximately 17% represents resources that are subject to external restrictions on how they may be used.

Statement of Net Position

	Governmental Activities		Business-Type Activities		Total	
	2023	2022*	2023	2022*	2023	2022
Assets						
Current and Other Assets	$ 12,248,882	$ 9,064,211	$ 15,811,513	$ 15,554,306	$ 28,060,395	$ 24,558,517
Capital Assets	2,799,518	2,964,814	50,658,674	37,697,338	53,458,192	40,662,152
Total Assets	15,048,400	11,969,025	66,470,187	53,251,644	81,518,587	65,220,669
Deferred Outflows of Resources	31,452	-	-	-	31,452	-
Liabilities						
Current Liabilities	1,751,191	166,166	592,569	2,161,236	2,344,160	2,327,402
Long-term Liabilities	-	-	41,722,581	30,156,717	41,722,581	30,156,717
Total Liabilities	1,751,191	166,166	42,315,550	32,317,953	44,066,741	32,484,119
Net Position						
Net Investment in Capital Assets	2,799,518	2,964,814	16,200,799	4,535,140	19,000,317	7,499,954
Restricted	2,843,257	4,983,890	3,339,147	2,491,339	6,182,404	7,475,229
Unrestricted	7,685,886	3,854,155	4,614,691	13,907,212	12,300,577	17,761,367
Total Net Position	$ 13,328,661	$ 11,802,859	$ 24,154,637	$ 20,933,691	$ 37,483,298	$ 32,736,550

*2022 has been restated for a prior period adjustment

Governmental Activities – During the year ending September 30, 2023, the City's governmental net position increased by $1.5 million. Economic activity continued to grow in 2023, particularly seen in sales tax (with growth in sales tax revenue of $835 thousand). Property taxes also increased $724 thousand based on new properties added to the tax rolls and property value increases. Expenses increased from $3.0 million to $4.1 million, primarily in general governmental expenses to meet the needs of the growing community.

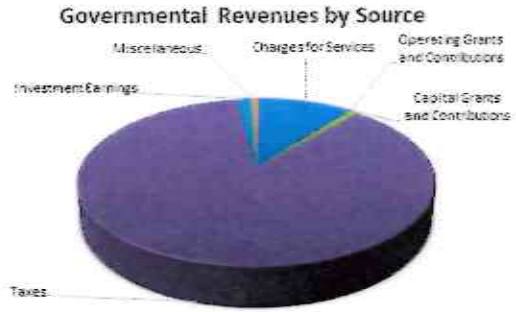
Business-Type Activities - Utility charges for services increased 18% as new connections are being added. Costs increased from $3.7 million to $4.4 million based on that growth.

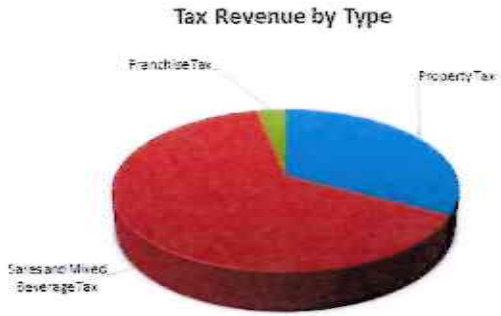
The following table and charts indicates changes in net position for the governmental and business-type activities for the City as of September 30, 2023 and other metrics to evaluate the City activities.

Changes in Net Position

	Governmental Activities		Business-Type Activities		Total	
Revenues:	2023	2022*	2023	2022*	2023	2022
Program Revenues:						
Charges for Services	$ 720,022	$ 480,901	$ 3,690,291	$ 3,121,902	$ 4,410,313	$ 3,602,803
Operating Grants and Contributions	-	-	-	-	-	-
Capital Grants and Contributions	60,913	26,223	2,631,538	3,914,100	2,692,451	3,940,323
General Revenues						
Taxes						
Property Taxes	1,963,656	1,239,196	-	-	1,963,656	1,239,196
Sales and Mixed Beverage	3,840,466	3,005,287	-	-	3,840,466	3,005,287
Franchise Taxes	191,668	219,940	-	-	191,668	219,940
Investment Earnings	95,780	31,166	41,027	8,131	136,807	39,297
Miscellaneous	43,943	413,457	-	353,065	43,943	766,522
Total Revenues	6,916,448	5,416,150	6,362,856	7,397,218	13,279,304	12,813,368
Expenses:						
General Government	3,335,839	2,538,663	-	-	3,335,839	2,538,663
Public Safety	290,841	269,553	-	-	290,841	269,553
Emergency Management	18,701	-	-	-	18,701	-
Court	7,679	-	-	-	7,679	-
Community Center	21,032	-	-	-	21,032	-
Events	3,273	-	-	-	3,273	-
Parks	20,556	55,019	-	-	20,556	55,019
Public Works	394,551	121,912	-	-	394,551	121,912
Water/Wastewater Service	-	-	4,437,934	3,734,448	4,437,934	3,734,448
Interest and Fiscal Agent Fees	2,250	9,213	-	-	2,250	9,213
Total Expenses	4,094,622	2,994,360	4,437,934	3,734,448	8,532,556	6,728,808
INCREASE IN NET POSITION BEFORE TRANSFERS	2,821,826	2,421,790	1,924,922	3,662,770	4,746,748	6,084,560
Transfers In (Out)	(1,296,024)	(1,349,969)	1,296,024	1,349,969	-	-
CHANGE IN NET POSITION	1,525,802	1,071,821	3,220,946	5,012,739	4,746,748	6,084,560
BEGINNING NET POSITION	11,802,859	10,135,323	20,933,691	12,155,853	32,736,550	22,291,182
ENDING NET POSITION	$ 13,328,661	$ 11,207,144	$ 24,154,637	$ 17,168,592	$ 37,483,298	$ 28,375,742

*2022 has not been restated for a prior period adjustment





Financial Analysis of the Government's Funds

As noted earlier, the City of Jarrell uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds - The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The City's general fund is the chief operating fund of the City and is used to account for all financial resources except those required to be accounted for by another fund. Property and sales taxes provide the major source of income. At the end of the current fiscal year, the unassigned fund balance portion of the general fund was $4.8 million compared to $3.7 million in the prior year. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures.

Proprietary Fund – The City's proprietary funds provide the same information found in the government-wide financial statements for business-type activities.

Budgetary Highlights

General Fund – The final budget anticipated increasing fund balance by $161 thousand. General fund revenues exceeded budgetary estimates by $1.4 million (primarily in sales tax) but expenditures were over budget by $536 thousand. Expenditures were primarily over because of engineering fees related to significant growth and planning in the City. A grant for ballistic shields was awarded during the year that was also not budgeted but was offset by grant revenue. Despite being over budget, the General Fund added $1.1 million to fund balance.

Capital Asset and Debt Administration

Capital Assets - The City's investment in capital assets for its governmental and business-type activities as of September 30, 2023 amounted to $53.4 million (net of accumulated depreciation). This investment in capital assets includes land, buildings, roads, park facilities, and machinery and equipment. The City's most significant additions during the year ending September 30, 2023 included utility system improvements from bond proceeds. More detailed information on the City's capital asset activity is presented in the notes to the financial statements.

	Governmental Activities		Business-Type Activities		Total	
	2023	2022*	2023	2022*	2023	2022
Land	$ 404,177	$ 404,177	$ 1,316,914	$ 1,316,914	$ 1,721,091	$ 1,721,091
Construction in Progress	-	-	14,364,289	2,004,749	14,364,289	2,004,749
Total Not Depreciated	404,177	404,177	15,681,203	3,321,663	16,085,380	3,725,840
Buildings and Improvements	1,579,148	1,585,975	-	-	1,579,148	1,585,975
Infrastructure/Utility System	1,471,306	1,529,555	41,759,144	40,358,599	43,230,450	41,888,154
Machinery and Equipment	720,549	695,154	252,250	-	972,799	695,154
Accumulated Depreciation	(1,375,653)	(1,348,047)	(7,033,923)	(5,962,934)	(8,409,576)	(7,210,971)
Total Depreciated	2,395,341	2,560,637	34,977,471	34,375,675	37,372,812	36,936,312
Total	$ 2,799,518	$ 2,964,814	$ 50,658,674	$ 37,697,338	$ 53,458,192	$ 40,662,152

* As restated

Long-Term Debt – As of September 30, 2023, the City had total debt outstanding of $40 million. This amount is backed by the full faith and credit of the City and a pledge of utility net revenues. In 2023, $10.8 million in certificates were issued to fund water and wastewater system improvements. More detailed information about the City's long-term liabilities is presented in the notes to the financial statements.

	Business-Type Activities	
	2023	2022*
Certificates of Obligation	$37,960,000	$28,695,000
Note Payable	2,020,000	2,155,000
TOTALS	$39,980,000	$30,850,000

*As restated

Economic Factors and Next Year's Budgets and Rates

The 2023-2024 budget levied a tax rate of 0.414004 per $100 (which was a decrease from 0.4195 in the prior year). Despite the decrease in rate, the City is expected to raise $670 thousand more in revenue from valuation increases and new property (which is over half of the increase. General fund spending is budgeted to increase approximately 60% to expand personnel to keep up with the growth in the City. The City is also looking to expand staffing to bring previously outsourced activities in house. Other enhancements in the 2023-2024 budget include compensation adjustment to market and adding pension benefits.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact the finance department, at the City of Jarrell, 161 Town Center Blvd, Jarrell, Texas 76537.

BASIC FINANCIAL STATEMENTS

The basic financial statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-wide financial statements
- Fund financial statements
    - Governmental funds
    - Proprietary fund

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

CITY OF JARRELL
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	$ 15,121,949	$ 5,615,832	$ 20,737,781
Investments	4,024,621	1,850,221	5,874,842
Receivables (net of allowances):			
Property Taxes	28,962	-	28,962
Sales Tax	687,379	-	687,379
Other	67,252	664,179	731,431
Internal Balances	(7,681,281)	7,681,281	-
Capital Assets:			
Land	404,177	1,316,914	1,721,091
Buildings and Improvements (net)	1,319,968	-	1,319,968
Utility System and Infrastructure (net)	816,600	34,746,242	35,562,842
Machinery and Equipment (net)	258,775	231,229	490,002
Construction in Progress	-	14,364,289	14,364,289
TOTAL ASSETS	15,048,400	66,470,187	81,518,587
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Related Outflows	31,452	-	31,452
TOTAL DEFERRED OUTFLOWS	31,452	-	31,452
LIABILITIES			
Accounts Payable	1,645,460	205,023	1,848,483
Accrued Interest Payable	-	229,193	229,193
Accrued Wages	21,154	-	21,154
Accrued Compensated Absences	82,510	-	82,510
Customer Deposits	4,067	148,125	152,192
Customer Overpayments	-	10,628	10,628
Long-term Liabilities			
Due in One Year	-	1,960,000	1,960,000
Due in More than One Year	-	39,762,581	39,762,581
TOTAL LIABILITIES	1,751,191	42,315,550	44,066,741
NET POSITION			
Net Investment In Capital Assets	2,799,518	16,200,799	19,000,317
Restricted For:			
Debt Service	154,723	-	154,723
Economic Development	1,066,991	-	1,066,991
Public Safety	1,860	-	1,860
Access Fees	-	3,339,147	3,339,147
Street Maintenance	1,619,683	-	1,619,683
Unrestricted	7,685,886	4,614,691	12,300,577
TOTAL NET POSITION	$ 13,328,661	$ 24,154,637	$ 37,483,298

See accompanying notes to basic financial statements.

CITY OF JARRELL
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

		Program Revenues		
Functions and Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General Government	$ 3,335,839	$ 616,355	$ -	$ -
Public Safety	290,841	63,157	-	60,913
Emergency Management	18,702	-	-	-
Court	7,679	25,540	-	-
Community Center	21,032	14,970	-	-
Events	3,273	-	-	-
Parks	20,556	-	-	-
Public Works	394,551	-	-	-
Interest and Fiscal Agent Fees	2,150	-	-	-
Total Governmental Activities	4,094,623	720,022	-	60,913
Business-Type Activities				
Water and Wastewater Service	4,437,934	3,690,291	-	2,631,538
Total Business-Type Activities	4,437,934	3,690,291	-	2,631,538
Total Primary Government	$ 8,532,556	$ 4,410,313	$ -	$ 2,692,451
General Revenues:				
Taxes:				
Property Taxes				
Sales and Mixed Beverage Taxes				
Franchise Taxes				
Investment Earnings				
Miscellaneous				
Total General Revenues				
Transfers				
Change in Net Position				
Net Position at Beginning of Year				
Prior Period Adjustment				
Net Position at End of Year				

See accompanying notes to basic financial statements.

Primary Government		
Net (Expense) Revenue and Changes in Net Position		
Governmental Activities	Business-Type Activities	Total
$ (2,719,484)	$ -	$ (2,719,484)
(166,771)	-	(166,771)
(18,701)	-	(18,701)
17,861	-	17,861
(6,062)	-	(6,062)
(3,273)	-	(3,273)
(20,556)	-	(20,556)
(394,551)	-	(394,551)
(2,150)	-	(2,150)
(3,313,687)	-	(3,313,687)
-	1,883,895	1,883,895
-	1,883,895	1,883,895
(3,313,687)	1,883,895	(1,429,792)
1,963,656	-	1,963,656
3,840,466	-	3,840,466
191,668	-	191,668
95,780	41,027	136,807
43,943	-	43,943
6,135,513	41,027	6,176,540
(1,296,024)	1,296,024	-
1,525,602	3,220,946	4,746,748
11,207,144	17,168,596	28,375,740
595,715	3,765,095	4,360,810
$ 13,328,661	$ 24,154,637	$ 37,483,298

CITY OF JARRELL
BALANCE SHEET – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Major Funds			Other Nonmajor Governmental Funds	Total Governmental Funds
	General Fund	Capital Projects	Debt Service		
ASSETS					
Cash and Cash Equivalents	$ 916,985	$ 11,739,113	$ 852,303	$ 1,615,552	$ 15,123,953
Investments	2,447,464	-	674,607	902,550	4,024,621
Receivables (net of allowances)					
Property Taxes	7,763	-	21,199	-	28,962
Sales Tax	515,923	-	-	171,456	687,379
Other	67,252	-	-	-	67,252
Due from Other Funds	935,833	-	-	1,797	937,630
TOTAL ASSETS	$ 4,931,218	$ 11,739,113	$ 1,548,109	$ 2,689,354	$ 20,907,794
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts Payable	$ 102,928	$ 1,540,532	$ -	$ -	$ 1,643,460
Accrued Wages	21,154	-	-	-	21,154
Deposits	4,067	-	-	-	4,067
Due to Other Funds	-	7,264,705	1,393,346	820	8,658,911
Total Liabilities	128,149	8,805,237	1,393,346	820	10,327,592
Deferred Inflows of Resources:					
Unavailable Property Tax Revenue	7,763	-	21,199	-	28,962
Fund Balances:					
Restricted for:					
Debt Service	-	-	133,524	-	133,524
Economic Development	-	-	-	1,066,991	1,066,991
Public Safety	-	-	-	1,860	1,860
Street Maintenance	-	-	-	1,619,683	1,619,683
Assigned for:					
Capital Projects	-	2,933,876	-	-	2,933,876
Unassigned	4,795,306	-	-	-	4,795,306
Total Fund Balances	4,795,306	2,933,876	133,524	2,688,534	10,551,240
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	$ 4,931,218	$ 11,739,113	$ 1,548,109	$ 2,689,354	$ 20,907,794

See accompanying notes to basic financial statements

CITY OF JARRELL
RECONCILIATION OF THE GOVERNMENTAL FUNDS
BALANCE SHEET TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

TOTAL FUND BALANCE - TOTAL GOVERNMENTAL FUNDS	$ 10,551,240
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital Assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	2,799,518
Other long-term assets are not available to pay for current-period expenditures and, therefore, are not recognized as revenue in the funds.	28,961
Accrued vacation leave payable is not due and payable in the current period and, therefore, is not reported in the funds.	(82,510)
Net Pension Liabilities (and related deferred inflows and outflows of resources) do not consume current financial resources are not reported in governmental funds:	
Pension Related Deferred Outflows	31,452
TOTAL NET POSITION - GOVERNMENTAL ACTIVITIES	$ 13,328,661

See accompanying notes to basic financial statements.

CITY OF JARRELL
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Major Funds			Other Nonmajor Governmental Funds	Total Governmental Funds
	General Fund	Capital Projects	Debt Service		
REVENUES					
Property Taxes	$ 579,056	$ -	$ 1,388,797	$ -	$ 1,967,853
Sales and Mixed Beverage Taxes	2,875,594	-	-	964,872	3,840,466
Franchise Taxes	191,668	-	-	-	191,668
Licenses and Permits	616,355	-	-	-	616,355
Grants and Donations	60,913	-	-	-	60,913
Charges for Services	60,157	-	-	-	60,157
Fines and Forfeitures	35,068	-	-	3,000	38,068
Investment Earnings	22,564	54,221	9,535	9,615	95,780
Miscellaneous	58,770	142	-	-	58,912
TOTAL REVENUES	4,500,149	54,363	2,398,173	937,487	6,950,172
EXPENDITURES					
Current:					
General Government	3,149,667	-	-	159,439	3,309,086
Public Safety	166,991	-	-	2,000	168,991
Emergency Management	18,701	-	-	-	18,701
Court	17,207	-	-	-	17,207
Parks	7,276	-	-	-	7,276
Community Center	21,032	-	-	-	21,032
Events	3,273	-	-	-	3,273
Public Works	-	-	-	113,667	113,667
Capital Outlay	60,913	223,995	-	-	284,908
Debt Service:					
Interest and Fiscal Charges	-	-	2,150	-	2,150
TOTAL EXPENDITURES	3,445,040	223,995	2,150	275,106	3,946,291
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,055,109	(169,632)	1,396,023	702,381	2,983,881
OTHER FINANCING SOURCES (USES)					
Transfers Out	-	-	(1,296,024)	-	(1,296,024)
TOTAL OTHER FINANCING SOURCES (USES)	-	-	(1,296,024)	-	(1,296,024)
Net Change in Fund Balance	1,055,109	(169,632)	99,999	702,381	1,687,857
Fund Balances at Beginning of Year	3,558,426	3,095,338	33,525	1,855,887	8,543,176
Prior Period Adjustment	181,771	8,170	-	130,266	320,207
Fund Balances at End of Year	$ 4,795,306	$ 2,933,876	$ 133,524	$ 2,688,534	$ 10,551,240

See accompanying notes to basic financial statements.

CITY OF JARRELL
RECONCILIATION OF THE STATEMENT OF REVENUES,
GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

NET CHANGE IN FUND BALANCES - GOVERNMENTAL FUNDS		$ 1,687,857
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital Outlay	60,913	
Depreciation Expense	(226,209)	(165,296)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.		(4,197)
Governmental funds report required contributions to employee pensions as expenditures. However, in the Statement of Activities the cost of the pension is recorded based on the actuarially determined cost of the plan. This is the amount that contributions exceeded (fell short of) actuarially determined pension expense		31,452
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:		
Compensated Absences		(24,014)
CHANGE IN NET POSITION - GOVERNMENTAL ACTIVITIES		$ 1,525,802

See accompanying notes to basic financial statements.

CITY OF JARRELL
STATEMENT OF NET POSITION - PROPRIETARY FUND
SEPTEMBER 30, 2023

	Business-Type Activities Utility Fund
ASSETS	
Current Assets:	
Cash and Cash Equivalents	$ 5,615,832
Investments	1,850,221
Accounts Receivable, Net of Allowance:	
Customer Accounts	605,907
Other Receivables	58,272
Due from Other Funds	7,681,281
Total Current Assets	15,811,513
Noncurrent Assets:	
Capital Assets:	
Land	1,316,914
Utility System (net)	34,746,342
Equipment (net)	231,229
Construction in Progress	14,364,289
Total Noncurrent Assets	50,658,674
TOTAL ASSETS	$ 66,470,187
LIABILITIES	
Current Liabilities:	
Accounts Payable	$ 205,023
Accrued Interest	229,193
Customer Overpayments	10,628
Customer Deposits	148,125
Current Portion of Long-Term Debt	1,950,000
Total Current Liabilities	2,552,969
Long-term Liabilities	
Long-Term Debt (Net of Current Portion)	39,762,581
Total Long-term Liabilities	39,762,581
TOTAL LIABILITIES	42,315,550
NET POSITION	
Net Investment in Capital Assets	16,200,799
Restricted Access Fees	3,339,147
Unrestricted	4,614,691
TOTAL NET POSITION	24,154,637
TOTAL LIABILITIES AND NET POSITION	$ 66,470,187

See accompanying notes to basic financial statements.

CITY OF JARRELL
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities Utility Fund
OPERATING REVENUES	
Water Charges	$ 890,614
Wastewater Charges	2,667,480
Other Charges	132,197
TOTAL OPERATING REVENUES	3,690,291
OPERATING EXPENSES	
Water Purchases	559,908
Depreciation	1,070,999
Utilities	342,072
Maintenance	1,550,923
Administrative Expenses	63,099
TOTAL OPERATING EXPENSES	3,587,001
OPERATING INCOME (LOSS)	103,290
NONOPERATING REVENUES (EXPENSES)	
Investment Earnings	41,027
Access Fees	2,044,718
Capital Grants	586,820
Interest Expense	(758,228)
Bond Issuance Costs	(92,705)
TOTAL NONOPERATING REVENUES	1,821,632
INCOME BEFORE TRANSFERS	1,924,922
TRANSFERS	
Debt Service Transfers In	1,296,024
TOTAL TRANSFERS	1,296,024
CHANGE IN NET POSITION	3,220,946
NET POSITION AT BEGINNING OF YEAR	17,168,596
Prior Period Adjustment	3,765,095
NET POSITION AT END OF YEAR	$ 24,154,637

See accompanying notes to basic financial statements.

CITY OF JARRELL
STATEMENT OF CASH FLOWS - PROPRIETARY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities Utility Fund
Cash Flows From Operating Activities:	
Cash Received From Customers	$ 3,669,693
Cash Paid to Supplier for Goods & Services	(2,534,293)
Net Cash Provided (Used) by Operating Activities	1,135,400
Cash Flows From Capital and Related Financing Activities:	
Acquisition and Construction of Capital Assets	(14,032,335)
Capital Grants Received	544,404
Proceeds from Bond Issuance	11,605,329
Customer Access Fees Received	2,044,718
Principal Paid on Long-term Debt	(1,660,000)
Bond Issuance Costs Paid	(92,705)
Interest Paid on Long-term Debt	(744,008)
Net Cash Provided (Used) by Capital and Related Financing Activities	(2,334,597)
Cash Flows From Noncapital Financing Activities:	
Advances to (from) Other Funds	(5,798,708)
Net Cash Provided (Used) by Noncapital Financing Activities	(5,798,708)
Cash Flows From Investing Activities:	
Redemption of Certificate of Deposit	8,040,331
Net Cash Provided (Used) by Investing Activities	8,040,331
Net Increase (Decrease) in Cash and Cash Equivalents	1,042,426
Cash and Cash Equivalents at Beginning of Year:	4,573,406
Cash and Cash Equivalents at End of Year:	$ 5,615,832

See accompanying notes to basic financial statements.

CITY OF JARRELL
STATEMENT OF CASH FLOWS - PROPRIETARY FUND (CONTINUED)
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities
	Utility Fund
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:	
Operating Income	$ 103,290
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:	
Depreciation	1,070,999
Decrease (Increase) in Assets:	
Accounts Receivable (net)	(76,937)
Increase (Decrease) in Liabilities:	
Accounts Payable	(18,291)
Customer Deposits	40,675
Customer Overpayments	15,664
Net Cash Provided (Used) by Operating Activities	$ 1,135,400

See accompanying notes to basic financial statements.

CITY OF JARRELL
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Jarrell, Texas, are presented in accordance with generally accepted accounting principles (GAAP) applicable to state and local governmental units as set forth by the Government Accounting Standards Board (GASB). A summary of the City's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

A. Reporting Entity

The City, for financial purposes, includes all of the activities and funds relevant to the operations of the City of Jarrell. These operations include general government, public safety, public works and water/wastewater service.

The governmental reporting entity consists of the City and its component unit. Blended component units, although legally separate entities, are, in substance, part of the government's operations, and data from these units are combined with the data of the primary government. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government. The City has one blended component unit.

Component Unit

The City of Jarrell Economic Development Corporation (EDC) is governed by a five-member board, all appointed by City Council. The EDC is focused on building economic prosperity in the City of Jarrell. The EDC is funded through a quarter cent Section 4A sales tax. The EDC provides direct services and benefits to the City of Jarrell, its business community, and citizens and functions as an integral part of the City's operations by promoting and incentivizing economic growth and development for the community. The EDC and the City of Jarrell have both a financial and operational relationship which requires that the EDC's financial statements be presented in the City's financial statements. The City Council approves the budget and expenditures of the EDC and the employees of the EDC are employees of the City. Separate financial statements are not issued for the EDC.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and statement of activities. Government-wide statements report information on all of the activities of the City. The effect of interfund transfers has been removed from the government-wide statements but continues to be reflected on the fund statements. The values of interfund services provided and used are not eliminated in the government-wide financial statements, as elimination of those charges would distort the direct costs reported for the various functions. Governmental activities are supported mainly by taxes and intergovernmental revenues. Business-type activities are financed whole or in part by fees charged to external parties for goods and services. The City has no fiduciary funds.

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. Government-Wide and Fund Financial Statements (Continued)

The statement of activities reflects the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include (1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included in program revenues are reported as general revenues.

Separate fund financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. This measurement focus is also used for the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash revenue types, which have been accrued, revenue from the investments, intergovernmental revenue and charges for services. Grants are recognized as revenue when all applicable eligibility requirements imposed by the provider are met.

Revenues are classified as program revenues and general revenues. Program revenues include (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions. General revenues include all taxes, grants not restricted to specific programs and investment earnings.

Governmental fund level financial statements are reported using the current financial resources measurement focus and modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if collected within 30 (thirty) days of the end of the current fiscal period. Receivables which are measurable but not collectible are reported as deferred inflows of resources. Property taxes which are levied prior to September 30, 2022, and became due October 1, 2022 have been assessed to finance the budget of the fiscal year beginning October 1, 2022 and, accordingly, have been reflected as deferred inflow of resources and taxes receivable in the fund financial statement at September 30, 2023.

Sales taxes, franchise taxes, hotel/motel taxes, interest and fees associated with the current fiscal year are considered to be susceptible to accrual and so have been recognized as revenue in the current fiscal period. All other revenue items received by the government are considered to be measurable and available only when the cash is received by the City.

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Expenditures generally are recorded when a fund liability is incurred; however, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when the liability has matured and payment is due.

The proprietary funds are accounted for using the accrual basis of accounting as follows:

- Revenues are recognized when earned, and expenses are recognized when liabilities are incurred.
- Current-year contributions, administrative expenses and benefit payments, which are not received or paid until the subsequent year, are accrued.

Proprietary funds distinguish operating revenues and expenses from non-operating. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

The government reports the following major governmental funds:

General Fund is the general operating fund of the City and is always classified as a major fund. The general fund is used to account for all financial resources except those required to be accounted for in another fund. Major revenue sources include property taxes, sales taxes and franchise fees. Primary expenditures are for general government, public safety, public works and recreation.

Capital Projects Fund holds resources set aside to pay for the purchase or construction of capital assets.

Debt Service Fund holds property taxes levied to repay qualified debts of the City.

The government reports the following major proprietary fund:

Utility Fund accounts for charges to residents and businesses for the provision of water service and the collection and treatment of wastewater.

D. Cash and Cash Equivalents

The City considers all highly liquid investments including cash in banks, cash on hand, and local government investment pools to be cash equivalents.

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Investments

State statutes authorize the City to invest in (a) obligations of the United States or its agencies and instrumentalities; (b) direct obligations of the State of Texas or its agencies; (c) other obligations, the principal and interest of which are unconditionally guaranteed or insured by the State of Texas or the United States; (d) obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent; (e) certificates of deposit by state and national banks domiciled in this state that are (i) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or, (ii) secured by obligations that are described by (a) - (d). Statutes allow investing in local government investment pools organized and rated in accordance with the Interlocal Cooperation Act, whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase assessments involving those same obligations.

Investments are stated at fair value except for certificates of deposit and local government investment pools. Those investments are stated at amortized cost and net asset value, respectively. The fair value framework uses a hierarchy that prioritizes the inputs to the valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the City has the ability to access.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets.
- Quoted prices for identical or similar assets or liabilities in inactive markets.
- Inputs other than quoted prices that are observable for the asset or liability.
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The valuation methodologies described above may produce a fair value calculation that may not be indicative of net realizable values or reflective of future fair values. Furthermore, while the City believes its valuation methods are appropriate and consistent with those of other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Receivables

Property taxes are levied based on taxable value at January 1 prior to September 30 and become due October 1, 2022 and past due after January 31, 2023. Accordingly, receivables and revenues for property taxes are reflected on the government-wide statement based on the full accrual method of accounting.

Accounts receivable from other governments include amounts due from grantors for approved grants for specific programs and reimbursements for services performed by the City. Program grants are recorded as receivables and revenues at the time all eligibility requirements established by the provider have been met.

Reimbursements for services performed are recorded as receivables and revenues when they are earned in the government-wide statements. Included are fines and costs assessed by the court action and billable services for certain contracts. Revenues received in advance of the costs being incurred are recorded as deferred inflows of resources in the fund statements. Receivables are shown net of an allowance for uncollectibles.

G. Short-Term Inter-fund Receivables/Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" or "due to other funds" on fund statements. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

H. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid Items of governmental funds are recorded as expenditures when consumed rather than when purchased.

I. Capital Assets

Capital assets, which include land, buildings and improvements, equipment, and infrastructure assets are reported in the applicable governmental or business type activities column in the government-wide financial statements. Capital assets such as equipment are defined as assets with a cost of $5,000 or more. Infrastructure assets include city-owned streets, sidewalks, curbs and bridges. Capital assets are recorded at historical costs if purchased or constructed. Donated capital assets, donated works of art and capital assets received in a service concession arrangement are recorded at acquisition value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Interest has not been capitalized during the construction period on property plant and equipment.

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

I. Capital Assets (Continued)

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Asset	Useful Lives (Years)
Buildings	10-30
Streets and Infrastructure	15-20
Equipment	5
Utility System	5-40

J. Compensated Absences

The City's employees earn vacation and sick leave which may either be taken or accumulated, up to certain amounts. Only unused vacation will be paid upon resignation or retirement. Vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. Vested or accumulated vacation leave and compensatory time that is expected to be liquidated with expendable available resources is reported as an expenditure and fund liability of the governmental fund that will pay for it. The City is responsible for payment of vested or accumulated vacation leave and compensatory time. Amounts of vested or accumulated vacation leave and compensatory time that are not expected to be liquidated with expendable available financial resources are reported in the government wide statements. Vested or accumulated vacation leave and compensatory time of the proprietary funds is recorded as an expense and liability of that fund as the benefits accrue to employees. Compensated absences are reported in the governmental funds only if they have matured (i.e., unused reimbursable leave outstanding following an employee's resignation or retirement). The general fund is the governmental fund that has typically been used in prior years to liquidate the liability for compensated absences.

K. Deferred Inflows/Outflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City may have deferred outflows related to a pension, other postemployment benefit and differences resulting from debt refundings.

Deferred inflows of resources represent an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resource (revenue) until that time. Unavailable revenue is reported only in the governmental funds balance sheet under a modified basis of accounting. Unavailable revenues from property tax are deferred and recognized as an inflow of resources in the period the amounts become available. The City also may have pension and OPEB related deferred inflows.

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

L. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deduction from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The general fund has typically been used in prior years to liquidate pension liabilities.

M. OPEB Liability

For purposes of measuring the OPEB liability, deferred outflows of resources and deferred inflows of resources related to pensions, and OPEB expense, information about the Total OPEB Liability of the Texas Municipal Retirement System (TMRS) and additions to/deduction from TMRS's Total OPEB Liability have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. The general fund has typically been used in the prior year to liquidate OPEB liabilities.

N. Long-Term Obligations

Debt is defined as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established. For this purpose, debt does not include leases, except for contracts reported as a financed purchase of the underlying asset, or accounts payable.

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities under governmental activities or proprietary fund type statement of net position. On new bond issues, bond premium and discounts are deferred and amortized over the life of the term of the related debt. Loss on refundings and bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method, which approximates the effective interest method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

O. Net Position

Net Position represents the difference between assets and liabilities. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

P. Fund Balance

Five categories of fund balances were created and defined by GASB 54. These five categories are as follows:

- **Restricted** – These funds are governed by externally enforceable restrictions.
- **Non-spendable** – These funds are not available for expenditures based on legal or contractual requirements. An example might by inventories and prepaid expenditures.
- **Committed** - Fund balances in this category are limited by the government's highest level of decision making (in this case the City Council). Any changes of this designation must be done in the same manner that it was implemented. For example, if funds are committed by resolution, the commitment could only be released with another resolution.
- **Assigned** – For funds to be assigned, there must be an intended use which can be established by the City Council or an official delegated by the Council. Authority to make assignments has not been established as this time.
- **Unassigned** - This classification is the default for all funds that do not fit into the other categories. The general fund is the only fund that reports a positive fund balance amount. However, in governmental funds other than the general fund, if expenditures incurred for a specific purposes, it may be necessary to report a negative unassigned fund balance in that particular fund.

When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. When expenditures are incurred for which committed, assigned or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the City's Council or its designated official has provided otherwise in its commitments or assignment actions. The City's policy is to maintain a minimum unassigned fund balance in the General Fund of 25% of the current year's operating expenditures.

Q. Inter-fund Transactions

Legally authorized transfers are treated as inter-fund transfers and are included in the results of operations of both governmental and proprietary funds.

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

R. Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the enterprise. For the City, those revenues are charges for services. Operating expenses are necessary costs incurred to provide the service that is the primary activity. Revenues and expenses not meeting these definitions are reported as non-operating.

S. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 -- INVESTMENTS

The City Council has adopted a written investment policy regarding the investments of its funds as defined by the Public Funds Act of 1995 (Chapter 2256, Texas Government Code). The City's investment policy requires all deposits to be fully collateralized. Investments held in pools shall be continuously rated no lower than AAA or AAAm or at an equivalent rating by at least one nationally recognized rating service. The investments of the City are in compliance with the Council's investment policies. All significant legal and contractual provisions for investments were complied with during the year. Investments at year end are representative of the types of investments maintained by the City during the year.

The City's investments at September 30, 2023 consisted entirely of certificates of deposit reported at amortized cost. These certificates are held at the City's depository and were covered as part of the pledged collateral provided by the depository.

The following is an analysis of the investment risks of the City.

Interest Rate Risk. In accordance with its investment policy, the City manages its exposure to declines in fair values by limiting the weighted average maturity of its operating investment portfolio to less than one year. The City's investment policy limits the final stated maturity of any security to no more than five years. As a matter of policy, the City holds all investments to maturity.

Credit Risk. The City's investment policy states that municipal obligations and other debt investments will be rated not less than A and pools will be no lower than AAA rated. The state comptroller of public accounts exercises oversight responsibility over TexPool, a local government investment pool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters.

NOTE 2 -- INVESTMENTS (Continued)

Custodial Credit Risk. The City's deposits are collateralized by a combination of FDIC coverage and pledged collateral from the City's depository. Funds were fully covered.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. All of the government securities owned by the City are held by its agent in the City's name.

Concentration of Credit Risk. None of the City's investments in any one agency exceeded 3% of total investments.

NOTE 3 -- RECEIVABLES

Receivables consist of the following as of September 30, 2023:

	Governmental Funds			Proprietary Fund
	General	Debt Service	Other Nonmajor Funds	Utility Fund
Receivables:				
Property Taxes	$ 7,763	$ 21,199	$ -	$ -
Sales Tax	515,923	-	171,456	-
Franchise Taxes	67,252	-	-	-
Grant Receivable	-	-	-	58,272
Retail Customers	-	-	-	190,459
Wholesale	-	-	-	345,893
Unbilled Service	-	-	-	164,784
Gross Receivables	590,938	21,199	171,456	759,408
Less: Allowance for Uncollectibles	-	-	-	(95,229)
Net Total Receivables	$ 590,938	$ 21,199	$ 171,456	$ 664,179

NOTE 4 -- PROPERTY TAX

Taxes are levied on and payable as of October 1. The City has contracted with the Williamson County Tax Assessor/Collector to collect taxes on its behalf. Current year taxes become delinquent February 1. Current year delinquent taxes not paid by July 1 are turned over to attorneys for collection action. For fiscal year 2023, the assessed tax rate for the City was $0.4195 per $100 on an assessed valuation of $473 million. This is broken out as $0.124831 per $100 for maintenance and operations and $0.294669 per $100 for debt retirement. Total tax levy for fiscal year 2023 (tax year 2022) is $1.95 million. As of September 30, 2023, the delinquent current taxes for 2023 were $17,581.

NOTE 5 -- CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023 was as follows:

	Beginning Balance*	Additions	Disposals	Ending Balance
Governmental Activities:				
Capital Assets, Not Being Depreciated:				
Land	$ 404,177	$ -	$ -	$ 404,177
Total Capital Assets Not Being Depreciated	404,177	-	-	404,177
Capital Assets, Being Depreciated:				
Buildings and Improvements	1,585,975	-	(6,827)	1,579,148
Streets and Infrastructure	1,529,555	-	(58,249)	1,471,306
Machinery and Equipment	693,154	60,913	(33,527)	720,540
Total Capital Assets Being Depreciated	3,808,684	60,913	(98,603)	3,770,994
Accumulated Depreciation:				
Buildings and Improvements	(237,999)	(28,008)	6,827	(259,180)
Streets and Infrastructure	(614,389)	(98,566)	58,249	(654,706)
Machinery and Equipment	(395,659)	(99,635)	33,527	(461,767)
Total Accumulated Depreciation	(1,248,047)	(226,209)	98,603	(1,375,653)
Total Capital Assets Being Depreciated, Net	2,560,637	(165,296)	-	2,395,341
Governmental Activities Capital Assets, Net	$ 2,964,814	$ (165,296)	$ -	$ 2,799,518

*As restated

Depreciation expense was charged to the governmental functions as follows

Governmental Activities:	
General Government	$ 34,191
Public Safety	93,452
Parks	13,280
Public Works	85,286
Total Depreciation Expense - Governmental Activities	$ 226,209

NOTE 5 -- CAPITAL ASSETS (Continued)

	Beginning Balance*	Additions	Disposals	Ending Balance
Business-Type Activities:				
Capital Assets, Not Being Depreciated:				
Land	$ 1,316,914	$ -	$ -	$ 1,316,914
Construction in Progress	2,004,749	12,359,540	-	14,364,289
Total Capital Assets Not Being Depreciated	3,321,663	12,359,540	-	15,681,203
Capital Assets, Being Depreciated:				
Utility System	40,338,599	1,420,545	-	41,759,144
Machinery and Equipment	-	252,250	-	252,250
Total Capital Assets Being Depreciated	40,338,599	1,672,795	-	42,011,394
Accumulated Depreciation:				
Utility System	(5,962,924)	(1,049,978)	-	(7,012,902)
Machinery and Equipment	-	(21,021)	-	(21,021)
Total Accumulated Depreciation	(5,962,924)	(1,070,999)	-	(7,033,923)
Total Capital Assets Being Depreciated, Net	34,375,675	601,796	-	34,977,471
Business-Type Activities Capital Assets, Net	$ 37,697,338	$ 12,961,336	$ -	$ 50,658,674

*As restated

NOTE 6 -- BONDS AND NOTES PAYABLE

The City has the following outstanding debts:

	Original Principal	Interest Rate	Maturity	Purpose
Business-Type Activities:				
2006 Certificates	$ 7,885,000	0%	2026	Water/Wastewater system improvements
2008 Certificates	1,520,000	0%	2038	Water/Wastewater system improvements
2015 Note Payable	2,985,000	3-5%	2035	Water/Wastewater system improvements
2017 Certificates	12,000,000	0.71-2.23%	2042	Water/Wastewater system improvements
2018 Certificates	2,005,000	1.75-5%	2043	Water/Wastewater system improvements
2020 Certificates	13,685,000	2.25-5%	2045	Water/Wastewater system improvements
2023 Certificates	10,790,000	4-5%	2043	Water/Wastewater system improvements

The 2006, 2008 and 2017 certificates were privately placed with no subjective acceleration clauses, events of default with finance-related consequences or termination events with finance-related consequences.

NOTE 6 -- BONDS AND NOTES PAYABLE (Continued)

The 2015 note payable was created as part of a facilities acquisition agreement with Lone Star Regional Water Authority in which the City took ownership of a ground storage tank upon completion of construction. The tank was financed through bonds issued by Lone Star Regional Water Authority for which the City is making the debt service payments.

Changes in debt during the fiscal year ending September 30, 2023 were as follows:

	Balance* 9/30/2022	Additions	Reductions	Balance 9/30/2023	Due Within One Year
Business-Type Activities:					
Public Offerings:					
2018 Certificates	$ 1,820,000	$ -	$ (55,000)	$ 1,765,000	$ 55,000
2020 Certificates	13,195,000	-	(390,000)	12,805,000	410,000
2023 Certificates	-	10,790,000	-	10,790,000	245,000
Private Placement:					
2006 Certificates	2,620,000	-	(625,000)	1,995,000	650,000
2008 Certificates	1,155,000	-	(30,000)	1,125,000	30,000
2017 Certificates	9,905,000	-	(425,000)	9,480,000	430,000
2015 Note Payable	2,155,000	-	(135,000)	2,020,000	140,000
Unamortized Premiums	1,021,716	815,329	(94,464)	1,742,581	-
Total Business-Type Activities	$ 31,871,716	$ 11,605,329	$ (1,754,464)	$ 41,722,581	$ 1,960,000

*As Restated

The annual debt service requirements on these bonds as of September 30, 2023 are as follows:

	Business-Type Activities				
	Public Offering		Private Placement		
Year Ending September 30,	Principal	Interest	Principal	Interest	Total
2024	$ 710,000	$ 1,046,902	$ 1,250,000	$ 255,520	$ 3,262,422
2025	840,000	919,119	1,290,000	247,579	3,296,698
2026	880,000	877,119	1,295,000	238,401	3,290,520
2027	925,000	833,119	670,000	228,181	2,656,300
2028	970,000	786,869	690,000	217,167	2,654,036
2029-2033	5,555,000	3,198,795	3,655,000	885,141	13,293,936
2034-2038	6,465,000	2,028,495	3,490,000	454,191	12,437,686
2039-2043	7,590,000	895,164	2,300,000	129,051	10,915,215
2044-2045	1,425,000	48,263	-	-	1,473,263
Total	$ 25,360,000	$ 10,634,845	$ 14,620,000	$ 2,655,231	$ 53,270,076

NOTE 7 -- PENSION PLAN – TEXAS MUNICIPAL RETIREMENT SYSTEM

A. Plan Description

The City participates as one of 928 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Annual Comprehensive Financial Report (Annual Report) that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

The City began participation in the plan April 1, 2023 and an actuarial valuation has not yet been performed.

B. Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the member's benefit is calculated based on the sum of the member's contributions, with interest, and the City-financed monetary credits with interest. The retiring member may select one of seven monthly benefit payment options. Members may also choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a lump sum distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the total member's contributions and interest.

C. Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of member's total compensation, and the city matching percentages are either 1 to 1, 1.5 to 1, or 2 to 1, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city's contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 6% of their annual compensation during the fiscal year. The City matches employee contributions 1 to 1. The City's contributions to TMRS for the year ended September 30, 2023 were $31,452, and were equal to the required contributions.

As of October 1, 2023, the employee contribution was increased to 7% with a City match of 2 to 1.

NOTE 8 -- TRANSACTIONS BETWEEN FUNDS

The following balances were owed between funds as of September 30, 2023:

Due From	Due to	Amount	Purpose
Capital Projects	Utility Fund	$7,264,705	Bond Proceeds Held for Utility
Debt Service	Utility Fund	416,576	Debt Service Reimbursements
Debt Service	Nonmajor Governmental	1,797	Allocation of cash receipts
Debt Service	General Fund	975,013	Allocation of cash receipts
Nonmajor Governmental	General Fund	820	Allocation of cash receipts
		$8,658,911	

Transfers during the fiscal year ending September 30, 2023 consisted of $1,296,024 from the debt service fund to the utility fund for debt service on certificates of obligation.

NOTE 9 -- JOINT VENTURE – LONE STAR REGIONAL WATER AUTHORITY

The City participates with the Sonterra Municipal Utility District and Williamson County as a member of Lone Star Regional Water Authority (LSRWA). LSRWA was created in 2011 to design, finance, construct and operate wholesale water infrastructure projects for public/private water providers. The City appoints a portion of the Board of LSRWA. In 2015, the City executed a water supply agreement with LSRWA with two other entities to create the East Williamson County Regional Water Transmission System Project ("Project"). The City is entitled to a share of the water produced form the project and is required to make payments to LSRWA in amounts sufficient to cover the City's allocated share of the Project's operating costs and debt service through a pledge of the City's utility fund revenues. LSRWA has issued contract revenue bonds based on the water supply contract. For the fiscal year ended September 30, 2022, LSRWA's audited financial statements reported total assets of $63 million and total liabilities of $62 million. The outstanding bonds and notes for the Project were $28.5 million, including $9.0 million based on the City's portion of the water supply contract. Payments to LSRWA during the year are recorded as water purchase expense in the Utility Fund. Payments by the City to LSRWA for the year ended September 30, 2023 were $474 thousand.

NOTE 10 -- CONTINGENCIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by such agencies. Any disallowed claims, including amounts already collected may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

NOTE 11 – RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; injuries to employees; employee health benefits; and other claims of various natures. The City contracts with the Texas Municipal League (TML) to provide insurance coverage for property and casualty, and workers compensation. TML is a multi-employer group that provides for a combination of modified self-insurance and stop-loss coverage. Contributions are set annually by TML. Liability by the City is generally limited to the contributed amounts. There were no significant changes in coverage during fiscal year 2023.

NOTE 12 -- COMMITMENTS

The City has entered into contracts for construction and engineering on water and wastewater projects. Commitments on these projects as of September 30, 2023 are as follows:

	Estimated Project Cost to City	Expended to Date	Estimated Future Commitment
Business-Type Activities:			
Balcones Flat Lift Station	$ 7,840,306	$ 6,433,358	$ 1,406,948
Donahoe Creek Parallel Interceptor	9,073,938	3,129,808	5,944,130
1st Street and Double Creek Lift Station	1,664,763	1,434,396	230,367
Engineering	3,353,204	1,116,078	2,237,126
Total Estimated Future Commitments	$ 21,932,211	$ 12,113,640	$ 9,818,571

NOTE 13 -- LITIGATION

The City is the subject of various claims and litigation that have arisen in the course of its operations. Management is of the opinion that the City's liability in these cases, if decided adversely to the City, will not have a material effect on the City's financial position.

NOTE 14 -- PRIOR PERIOD ADJUSTMENTS

The City has recorded prior period adjustment to reflect corrections to previously issued financial statements and changes in accounting treatment. The first change in accounting treatment relates to outstanding municipal court fines. Previously, unpaid fines were estimated and recorded as a receivable on the financial statements. However, because the fines are not set until the defendant enters a plea or appears in court, the City has decided to follow industry practice of not recognizing a receivable. The second change relates to the debt related to the LSRWA Project. Previously, the City recognized an asset and debts of the Project. However, the City's water supply contract only entitles the City to water from the project. The assets of the Project belong to LSRWA and the City only has a commitment to pay the costs necessary to deliver the water (which includes debt service). The assets and liabilities related to the Project have been removed from the City's financial statements.

A summary of the prior period adjustments and their impacts on governmental funds follows:

	General Fund	Capital Projects	Debt Service	Other Nonmajor
Beginning Fund Balance, Previously Reported	$ 3,558,426	$ 3,095,338	$ 33,525	$ 1,855,887
Changes in Accounting Treatment:				
Remove Receivable for Unpaid Court Fines	(153,479)	-	-	-
Error Corrections:				
Understated Sales Tax Receivable	178,219	-	-	119,013
Unrecorded Accrued Wages	(15,386)	-	-	-
Unrecorded Franchise Fees Receivable	54,798	-	-	-
Unrecorded School Resource Officer Receivable	39,795	13,560	-	-
Accounts Payable Overstatement (Understatement)	2,748	(5,390)	-	11,253
Overstated Payroll Liabilities	75,076	-	-	-
Beginning Fund Balance, Restated	$ 3,740,197	$ 3,103,508	$ 33,525	$ 1,986,153

NOTE 14 -- PRIOR PERIOD ADJUSTMENTS (Continued)

A summary of the prior period adjustments and their impacts on the government-wide financial statements and proprietary fund follows:

	Governmental Activities	Utility Fund/ Business-Type Activities
Beginning Net Position, Previously Reported	$ 11,207,144	$ 17,168,596
Changes in Accounting Treatment:		
Remove Lone Star RWA Assets	-	(24,930,426)
Remove Lone Star RWA Debts	-	28,310,000
Remove Receivable for Unpaid Court Fines	(153,479)	-
Error Corrections:		
Unrecorded Bond Escrow Account	-	853,532
Understated Sales Tax Receivable	297,232	-
Unrecorded Franchise Fees Receivable	54,798	-
Unrecorded School Resource Officer Receivable	53,355	-
Unrecorded Grant Receivable	-	15,856
Unrecorded Allowance for Uncollectible Utility Balances	-	(52,940)
Unrecorded Unbilled Service Receivable	-	135,329
Unrecorded Wholesale Customer Charge Receivable	-	382,216
Overstated Land	-	(167,082)
Depreciation on Assets Prior to Being Placed in Service	-	291,895
Capital Asset in Wrong Activity	(20,141)	20,141
Accounts Payable Overstatement (Understatement)	8,611	-
Unrecorded Accrued Wages	(15,386)	-
Understated Accrued Employee Absences	(45,395)	-
Overstated Unearned Revenue	31,044	49,598
Overstated Payroll Liabilities	75,076	-
Overstated Notes Payable (Paid off in Prior Year)	310,000	-
Unrecorded Accrued Interest	-	(120,508)
Unrecorded Unamortized Bond Premiums	-	(1,021,716)
Beginning Net Position, Restated	$ 11,802,859	$ 20,933,691

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Budgetary Comparison Schedule - General Fund
- Schedule of Pension Contributions - Last 10 Fiscal Years

CITY OF JARRELL
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance With Final Budget - Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Property Taxes	$ 551,173	$ 551,173	$ 579,056	$ 27,883
Sales and Mixed Beverage Taxes	1,393,500	1,543,500	2,875,594	1,332,094
Franchise Taxes	125,000	125,000	191,668	66,668
Licenses and Permits	566,761	566,761	616,355	49,594
Grants and Donations	-	-	60,913	60,913
Charges for Services	126,000	126,000	60,157	(65,843)
Fines and Forfeitures	63,641	63,641	35,068	(28,573)
Investment Earnings	7,000	8,600	22,568	13,968
Miscellaneous	85,300	85,300	58,770	(26,530)
TOTAL REVENUES	2,918,375	3,069,975	4,500,149	1,430,174
EXPENDITURES				
Current:				
General Government	2,660,443	2,645,443	3,149,647	(504,204)
Public Safety	153,090	153,090	166,991	(13,901)
Emergency Management	30,000	30,000	18,701	11,299
Court	31,200	31,200	17,207	13,993
Parks	8,200	8,200	7,276	924
Community Center	41,000	41,000	21,032	19,968
Events	-	-	3,273	(3,273)
Capital Outlay	-	-	60,913	(60,913)
TOTAL EXPENDITURES	2,923,933	2,908,933	3,445,040	(536,107)
Net Change in Fund Balance	(5,558)	161,042	1,055,109	894,067
Fund Balances, Beginning	3,558,426	3,558,426	3,558,426	-
Prior Period Adjustment	-	-	181,771	181,771
Fund Balances, Ending	$ 3,552,868	$ 3,719,468	$ 4,795,306	$ 1,075,838

CITY OF JARRELL
SCHEDULE OF CITY PENSION CONTRIBUTIONS
LAST TEN FISCAL YEARS*

Fiscal Year Ending September 30,	Actuarially Determined Contributions	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2023	$ 31,452	$ 31,452	$ -	$ 449,314	7.0%

*GASB 68 requires 10 fiscal years of data to be provided in this schedule. The City will develop the schedule prospectively as data becomes available. The City began participation in the plan April 1, 2023.

CITY OF JARRELL
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2023

Budgetary Information

The budget is prepared in accordance with accounting principles generally accepted in the United States of America. The City maintains strict budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the City Council and as such is a good management control device. Annual budgets are adopted for all governmental funds except the capital projects funds. Project-length financial plans are adopted for capital projects funds.

Budgetary preparation and control is exercised at the department level. Actual expenditures may not legally exceed appropriations at the fund level. The City Manager may transfer budgeted amounts within departments within any fund; however, transfers between departments and funds must be approved by City Council.

Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrances accounting, under which purchase orders, contracts and other commitments for the expenditure of resources are recorded to reserve that portion of the applicable appropriation, is utilized in the governmental funds. Encumbrances lapse at year-end and do not constitute expenditures or liabilities because the commitments must be reappropriated and honored during the subsequent year.

SUPPLEMENTARY INFORMATION

Supplementary information includes combining nonmajor individual fund statements which are not required by the GASB, nor a part of the basic financial statements.

Such statements and schedules include:

- Combining Statements – Nonmajor Governmental Funds

CITY OF JARRELL
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	Special Revenue Funds			
	Street Maintenance	Economic Development	Asset Forfeiture	Total Nonmajor Funds
ASSETS				
Cash and Cash Equivalents	$ 719,349	$ 892,342	$ 1,860	$ 1,613,551
Investments	812,809	89,741	-	902,550
Receivables (net of allowances):				
Sales Tax	85,728	85,728	-	171,456
Due From Other Funds	1,797	-	-	1,797
TOTAL ASSETS	$ 1,619,683	$ 1,067,811	$ 1,860	$ 2,689,354
LIABILITIES, DEFFERED INFLOWS OF RESOURCES AND FUND BALANCE				
Liabilities:				
Due to Other Funds	$ -	$ 820	$ -	$ 820
Total Liabilities	-	820	-	820
Fund Balance:				
Restricted For:				
Economic Development	-	1,066,991	-	1,066,991
Public Safety	-	-	1,860	1,860
Street Maintenance	1,619,683	-	-	1,619,683
Total Fund Balances	1,619,683	1,066,991	1,860	2,688,534
TOTAL LIABILITIES, DEFFERED INFLOWS OF RESOURCES AND FUND BALANCES	$ 1,619,683	$ 1,067,811	$ 1,860	$ 2,689,354

CITY OF JARRELL
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Special Revenue Funds			
	Street Maintenance	Economic Development	Asset Forfeiture	Total Nonmajor Funds
REVENUES				
Sales Tax	$ 482,436	$ 482,436	$ -	$ 964,872
Fines and Forfeitures	-	-	3,000	3,000
Investment Earnings	8,949	666	-	9,615
TOTAL REVENUES	491,385	483,102	3,000	977,487
EXPENDITURES				
Current:				
General Government	-	159,439	-	159,439
Public Safety	-	-	2,000	2,000
Public Works	113,667	-	-	113,667
TOTAL EXPENDITURES	113,667	159,439	2,000	275,106
Net Change in Fund Balance	377,718	323,663	1,000	702,381
Fund Balances, Beginning	1,178,948	676,079	860	1,855,887
Prior Period Adjustment:	63,017	67,249	-	130,266
Fund Balances, Ending	$ 1,619,683	$ 1,066,991	$ 1,860	$ 2,688,534

COMPLIANCE SECTION

Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

INDEPENDENT AUDITOR'S REPORT

To the City Council and management
City of Jarrell

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Jarrell as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise City of Jarrell's basic financial statements, and have issued our report thereon dated February 16, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Jarrell's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Jarrell's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Jarrell's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Jarrell's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

We noted certain other matters that we have reported to management of the City of Jarrell in a separate letter dated February 27, 2024.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Armstrong, Vaughan & Associates, P.C.

Armstrong, Vaughan & Associates, P.C.

February 27, 2024

THE CITY OF
JARRELL

Date: March 5, 2024

4.3

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:

In 2021, 2022, and 2023, Williamson County was awarded Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development. The City is a sub-recipient to the County and has been allocated funds for the 2023 CDBG Paving Project in the amount of $503,833 and for the 2022 CDBG Waterline Project in the amount of $540,826.50.

Funding:
A budget amendment is required to allocate the revenues and expenses associated with this grant.

Supporting Documentation:
Budget Amendment

Recommendation:
Staff recommends approval of the budget amendment.

Capital Projects

	Account:	Description		Amount	Rational
Expense:					
3/5/2024	09-901-6323	CDBG Contract Labor Construction	$	1,044,659.50	Grant Received
Income:					
3/5/2024	09-149-5900	CDBG Grant Income	$	1,044,659.50	Grant Received

THE CITY OF
JARRELL

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

5.1

MINUTES

Mayor Patrick Sherek - **Present**	Mayor Pro Tem Place 3, Tanya Clawson – **Arrived at 8:00 p.m.**
Alderman Place 1, Daniel Klepac - **Present**	Alderman Place 4, Adam Marsh - **Present**
Alderman Place 2, Jeff Seidel - **Present**	Alderman Place 5, Daniel Islas - **Present**

1. **MAYOR PATRICK SHEREK CALLED THE MEETING TO ORDER AT 7:00 P.M.**
   - Roll Call - **All Members Present**
   - 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

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.

a. **Diane Bernal commented on Item No. 3.1, in support of the Update to the Zoning Code located in Chapter 4 of the Unified Development Code.**

3. PUBLIC HEARINGS

3.1 Opened Public Hearing #1 for the Consideration and Possible Action regarding Ordinance No. 2024-0206-01 approving the Update to the Zoning Code located in Chapter 4 of the Unified Development Code, Exhibit 9A.

Closed Public Hearing. Alderman Jeff Seidel made a motion to approve Ordinance No. 2024-0206-01. Second by Alderman Adam Marsh. The motion was approved by a unanimous vote.

3.2 Opened Public Hearing #2 for the Consideration and Possible Action regarding Ordinance No. 2024-0206-02 approving the Update to Chapters 1,2,3,5,6, and 7 of the Unified Development Code, Exhibit 9A.

Closed Public Hearing. Alderman Jeff Seidel made a motion to approve Ordinance No. 2024-0206-02. Second by Alderman Adam Marsh. The motion was approved by a unanimous vote.

3.3 Opened Public Hearing #3 for the Consideration of the Recommendation of the Planning and Zoning Commission for the approval of Ordinance No. 2024-0206-03 for the Rezoning and Conditional Use Permit for Fuel at 1200 CR 305, Jarrell, Texas 76537.

Closed Public Hearing. Alderman Daniel Klepac made a motion to approve Ordinance No. 2024-0206-03. Second by Alderman Jeff Seidel. The motion was approved by a unanimous vote.

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 Regular City Council Meeting on January 9, 2024.

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 January 16, 2024.

4.3 Consideration and possible action regarding the approval of the minutes of the Special Called City Council meeting on January 30, 2024.

4.4 Consideration and Discussion and possible action for the Monument Sign at the Hunters Glen Subdivision.

4.5 Consideration and Discussion and possible action regarding Resolution No. 2024-0206-04, A Resolution approving the submission of the grant application for the Community Policing Initiative project to the Office of the Governor.

4.6 Consideration and Discussion and possible action regarding Resolution No. 2024-0206-05, A Resolution approving the submission of the grant application for the Rifle-Resistant Body Armor to the Office of the Governor.

4.7 Consideration and Discussion and possible action regarding Resolution No. 2024-0206-06, A Resolution approving the submission of the grant application for the Wellness Program project to the Office of the Governor.

Alderman Daniel Klepac made a motion to approve the consent agenda items. Second by Alderman Adam Marsh. The motion was approved by a unanimous vote.

5. REGULAR AGENDA ITEMS

5.1 Discussion, consideration and possible action regarding a budget amendment for Capital Projects.

Alderman Daniel Klepac made a motion to approve the budget amendment in the amount of $381,165.08. Second by Alderman Daniel Islas. The motion was approved by a unanimous vote.

6. DISCUSSION ITEMS

6.1 Discussion, consideration and possible direction for a proposed staffing plan.

Alderman Daniel Islas made a motion to approve. Second by Alderman Daniel Klepac. The motion was approved by a unanimous vote.

6.2 Discussion, consideration and possible direction on plans to occupy the building located at 191 Town Center Boulevard.

Alderman Jeff Seidel made a motion to approve. Second by Alderman Daniel Klepac. The motion was approved by a unanimous vote.

7. ADJOURNED INTO CLOSED SESSION/EXECUTIVE SESSION AT 7:44 P.M.:

Mayor Pro Tem Tanya Clawson Arrived at Executive Session At 8:00 P.M.

7.1 Discussion and possible action regarding the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: appointments of member(s) of the Planning & Zoning Commission.

7.2 Discussion and possible action regarding the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: appointments of member(s) of the Jarrell Economic Development Corporation.

7.3 Closed Executive Session pursuant to Texas Government Code Section551.074 of the Texas Government Code to deliberate the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: Executive Director, Jarrell Economic Development Corporation.

7.4 Closed Executive Session pursuant to 551.087 of the Texas Government Code to deliberate economic development negotiations regarding Project Lunch Lady.

8. RECONVENED INTO OPEN SESSION AT 9:53 P.M.

8.1 Discussion and possible action regarding the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: appointments of member(s) of the Planning & Zoning Commission.

No formal action taken.

8.2 Discussion and possible action regarding the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: a new member(s) of the Jarrell Economic Development Corporation.

Alderman Jeff Seidel made a motion to approve to appoint an Ex Officio member of the School District. Second by Alderman Daniel Islas. The motion was approved by a unanimous vote.

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

No formal action taken.

8.4 Discussion and possible action regarding economic development negotiations regarding Project Lunch Lady.

No formal action taken.

9. THE MEETING WAS ADJOURNED AT 9:55 P.M.

PASSED AND APPROVED by the City Council on the 5th DAY of March 2024.

CITY OF JARRELL, TEXAS **Attest:**

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

THE CITY OF
JARRELL

Date: March 5, 2024

5.2

Subject: Community Development Block Grant Funding for 2022 and remaining funds from 2021

Item: Discussion, consideration and possible action regarding a professional services agreement for design and construction phase services for the 2022 CDBG Waterline Project.

Department: Public Works

Staff Member: Danielle Singh, City Manager

Background Information:

In 2021, Williamson County was awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development. The City is a sub-recipient to the County and requested funding for new waterlines to be constructed within its service area.

The 2021 CDBG waterline project will begin at the intersection of West Avenue A and North 1st Street and extend north along the east side of CR 307 Road 307 approximately 1,565 feet to a connection with a new waterline constructed as part of the Cielo Gardens subdivision development.

Originally, a second waterline was planned using 2021 CDBG funds to be constructed on CR 305 starting from the intersection with CR 307 to extend east approximately 500 feet to another new waterline constructed as part of the Cielo Gardens subdivision. However, this section of water line was ultimately built by the Cielo Gardens development, leaving excess funds in the 2021 CDBG budget.

Subsequently, in 2022, Williamson County again awarded the City CDBG funds for additional waterline design and construction. The 2022 CDBG project is to begin at the intersection of CR 305 and CR 307 and extend west to CR 396. MRB proposes to use the remaining funds from the 2021 CDBG grant, combined with the 2022 CDBG grant, to build a continuous, approximately 2,700-foot-long waterline along CR 305 to ultimately connect to the northern extension of Bud Stockton Drive.

Funding:

There is $193,631.90 remaining from the 2021 CDBG grant. There is $347,195.00 available for the 2022 CDBG grant, for a total of $540,826.50 available in grant funds to complete this project. A budget amendment is required to recognize the revenue and expenditures associated with these grants.

This item approves $78,300 for the professional services associated with this project. This will be paid for from the grant proceeds associated with this project.

Supporting Documentation:
Professional Services Agreement

Recommendation:
Staff recommends approval of the professional services agreement with MRB Group.

January 18, 2024

Ms. Danielle Singh, City Manager
City of Jarrell
161 Town Center Blvd.
Jarrell, TX 76537

RE: PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF JARRELL
2021 CDBG USE OF REMAINING FUNDS AND 2022 CDBG WATERLINE PROJECT

Dear Ms. Singh:

MRB Group, PC (MRB) appreciates the opportunity to submit this proposal for professional engineering services to the City of Jarrell (City). Our scope of services includes the design, bidding, and construction phase services for the installation of a new 16-inch waterline in the right-of-way (ROW) of CR 305.

I. Background

In 2021, Williamson County was awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development. The City is a sub-recipient to the County and requested funding for new waterlines to be constructed within its service area.

The 2021 CDBG waterline project began at the intersection of West Avenue A and North 1st Street and extended north along the east side of CR 307 Road 307 approximately 1,565 feet to a connection with a new waterline to be constructed as part of the Cielo Gardens subdivision development.

Originally, a second waterline was planned using 2021 CDBG funds to be constructed on CR 305 starting from the intersection with CR 307 to extend east approximately 500 feet to another new waterline constructed as part of the Cielo Gardens subdivision. However, this section of water line was ultimately built by the Cielo Gardens development, leaving excess funds in the 2021 CDBG budget.

Subsequently, in 2022, Williamson County again awarded the City CDBG funds for additional waterline design and construction. The 2022 CDBG project is to begin at the intersection of CR 305 and CR 307 and extend west to CR 396. MRB proposes to use the remaining funds from the 2021 CDBG grant, combined with the 2022 CDBG grant, to build a continuous, approximately 2,700-foot-long waterline along CR 305 to ultimately connect to the northern extension of Bud Stockton Drive. There is $193,631.90 remaining in the 2021 CDBG grant. The 2022 CDBG grant approved by Williamson County is $347,195.00. It is assumed that there is $540,826.50 available in grant funds to complete this project. The intent is to install as much new pipeline as possible based on market prices at the time of bidding.

The new 16-inch waterline will include gate valves, fittings, fire hydrants, and asphalt/concrete replacement as needed. The project is the continuation of several projects to extend water lines within and around the City to provide improved interconnections of waterlines within the system (waterline looping).

Our scope of work will consist of design, including topographic surveying, bidding, construction administration, and construction observation. Our proposed scope of services is provided below.

II. Scope of Services and Compensation

MRB will provide the following scope of services at the lump sum fee indicated:

A. Survey

1. MRB will coordinate and subcontract with a local surveyor to provide the following scope of services at the lump sum fee indicated:
    a. Topographic/as-built survey of the specified route areas.
    b. Surveyor will establish horizontal and vertical control of the sites consisting of sufficient horizontal control points and site benchmarks for use in future design and layout construction tasks. All control will be referenced to the

Texas Coordinate System, NAD83, Central Zone, NAVD88(2012B).

c. A one-call utility locate request will be submitted for the entirety of the specified routes. Specific itemized needs will be located as follows: any and all visible improvements and/or utilities within the specified area; all paint markings from one-call locate request; size, type, and flow lines of any and all culverts and/or pipes within the specified area; and all trees above 8-inch caliper diameter will be located and classified by size and species.

d. Sufficient boundary monumentation of tract corners along the route will be recovered to orient and reference the finished survey to any existing plans or surveys and to define the limits of construction, easements, and/or public right of limits for placement of the waterline.

Subtotal of A, Item 1 (Lump Sum)..... $15,000.00

B. Design

1. Prepare design drawings for the new 16-inch waterlines. Design plans will consist of plan views of the proposed waterline routes including required details, with required technical details to accompany the plans. Plan view drawings will use topographic survey information compiled under Task A above for the waterline. Prepare contract (front end) and technical specifications.
2. Meet with City staff to review plans and specifications and make modifications as required.
3. Prepare an Engineer's Opinion of Probable Cost for the proposed improvements stated above.
4. Prepare necessary letters to the Texas Commission on Environmental Quality (TCEQ) to meet water system requirements and submittal of final plans and specifications to TCEQ for review, comment, and approval.

Subtotal of B, Items 1-4 (Lump Sum)..... $24,000.00

C. Bidding

1. Prepare Bid Documents: MRB will prepare an advertisement for bid to be published by the City, coordinate publication of the bid documents, and provide electronic documents to the City to be distributed to bidders as requested. Two (2) sets of 11x17-inch plans and specifications will be provided to the City to allow local contractors to review the plans and specifications at City Hall. Electronic bid documents (in PDF format) will be distributed to bidders via CivCast.
2. Coordinate and chair a Pre-Bid meeting to present the general outline of the Project to bidders, clarify any questions on the contract documents and prepare clarifications or changes via Addenda.
3. Addenda: MRB will prepare addenda based on questions and comments received from bidders during the bid process and distribute in PDF format via CivCast.
4. Bid Opening: MRB will attend the bid opening and review the bids received for completeness and conformance with the bidding requirements. A bid review and summary will be provided to assist the City in awarding the contract.
5. Prepare Notice of Award to the bidder as selected by the City.

Subtotal of C, Items 1-5 (Lump Sum) $7,300.00

D. Construction Administration (assuming a 5 to 6-month duration with an anticipated 10-week active construction period)

1. Prepare conformed sets of Contract Documents for execution by the City and Contractor. Conformed sets of Contract Documents will incorporate addenda issued during the bidding process and will include required bonds and insurances.
2. Issue the Notice to Proceed.
3. Coordinate and chair Pre-Construction meeting and monthly progress meetings with the Contractor, prepare and distribute meeting minutes.
4. Review shop drawings and submittals.

e. Monitor contract compliance with contract requirements, including materials of construction, work procedures, and construction requirements;
f. Prepare daily field reports when on-site, with photographs as needed to document the character and progress of the work;
g. Develop punch lists for contract completion; and
h. Assist in maintaining redlined limited Record Drawings for the project as changes occur in the field when we are present. After construction completion, provide final electronic PDF redline of changes we have witnessed and documented.

Subtotal of E, Items 1-3 (Estimated Time and Materials)... $15,500.00

Total Compensation $78,300.00

The cost figures shown above represent our lump sum and estimated time and materials amounts. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Additional Services

The following items, not included in the above services, can be provided on a personnel time-charge basis but would only be performed upon receipt of your authorization.

A. Our proposal assumes that the City will be funding the entire project with CDBG funds and that funding agency coordination/review/ approval will be required.
B. It is assumed that the project will be bid as one construction contract.
C. It is assumed that the project will include construction within the existing ROW or existing easements and that any additional easements and/or ROW will be acquired by the City prior to the construction contract.

D. MRB has not included any fee for assisting the City in obtaining any easements required to be dedicated to the City for the waterline alignment or other appurtenances, environmental site assessments, environmental permitting, and stormwater permitting and pollution prevention plan preparation, as may be required for the project once it goes to construction. These services can be obtained as an additional service.

E. SCADA/Programming: Our proposal assumes that no programming changes to the City's water supply system are required for this project.

F. Geotechnical Report: It is assumed that geotechnical information is not needed for this project at this time. Additional information can be obtained, if necessary, at additional cost.

G. It is assumed that a hazardous material investigation will not be required for this project. If it is determined that it is required, it will be provided as additional services.

H. Record Drawings: This proposal includes MRB reviewing and providing electronic PDF copies of Contractor-provided markups as verified during a final site visit. Preparation of CAD-generated electronic Record Drawings is not included in this proposal but can be provided as an additional service.

I. Construction administration or construction observation services beyond the proposed construction duration would be an additional service.

J. Grant administration.

K. Hydraulic modeling.

IV. Commencement of Work

Upon receipt of the signed task order, MRB will begin work on the project.

V. Standard Terms and Conditions

Terms and Conditions shall be in accordance with the Agreement between Owner (City of Jarrell) and Engineer (MRB Group, PC) for Professional Services – Task Order Edition, dated April 27, 2020.

If this proposal is acceptable to you, please sign where indicated on Task Order No. 2023-04 (attached) and return one copy to our office. Thank you for the opportunity to continue working for the City of Jarrell.

Sincerely,

Justin A. Scarth, P.E.
Austin Operations Manager

James J. Oberst, P.E., LEED AP
Executive Vice President / C.O.O.

https://mrbgroup365.sharepoint.com/sites/Proposals/Shared Documents/Texas/Jarrell, City of/2023 2021_WILCO CDBG UORF and 2022_WILCO CDBG GRANT & PROPOSAL/2024.01.18_City of Jarrell-2021-2022 CDBG WL-Design_Bid_CA_CO.docx

Enclosure: Task Order No. 2023-04

TASK ORDER 2023-04

City of Jarrell, Texas

2021 CDBG USE OF REMAINING FUNDS AND 2022 CDBG WATERLINE PROJECT

This is Task Order No. 2023-04, consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner (City of Jarrell, Texas) and Engineer (MRB Group, PC) for Professional Services – Task Order Edition, dated April 27, 2020. ("Agreement"), Owner and Engineer agree as follows:

Background Data

a.	Effective Date of Task Order:	_____
b.	Owner:	City of Jarrell, Texas
c.	Engineer:	MRB Group, PC
d.	Specific Project (title):	2021 CDBG Use of Remaining Funds and 2022 CDBG Waterline Project
e.	Specific Project (description):	See attached letter proposal.

Services of Engineer

Reference attached Proposal for Engineering Services, 2021 CDBG Use of Remaining Funds and 2022 CDBG Waterline Project, dated January 18, 2024.

Payments to Engineer

We propose to conduct this work on a lump sum basis in the amount of $78,300 in accordance with our written proposal for this work dated January 18, 2024 (attached).

Attachments:

1) Proposal for Professional Services, 2021 CDBG Use of Remaining Funds and 2022 CDBG Waterline Project, dated January 18, 2024.

Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this

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reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

OWNER:	ENGINEER:
By: _____	By: _____
Print Name: Danielle Singh	Print Name: James J. Oberst, P.E., LEED AP
Title: City Manager	Title: Executive Vice President/ C.O.O.
	Engineer License or Firm's Certificate No. (if required): Firm No. F-10615 State of: Texas
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Danielle Singh	Name: Justin Scarth, P.E.
Title: City Manager	Title: Project Manager
Address: 161 Town Center Blvd. Jarrell, TX 76537	Address: 8834 North Capital of Texas Highway, Ste. 220 Austin, TX 78759
E-Mail Address: d.singh@cityofjarrell.com	E-Mail Address: Justin.Scarth@mrbgroup.com
Phone: (512) 746-4593	Phone: (512) 436-8571

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THE CITY OF
JARRELL

Date: March 5, 2024

5.3

Subject: Community Development Block Grant Funding for 2023

Item: Discussion, consideration and possible action regarding a professional services agreement for design and construction phase services for the 2022 CDBG Waterline Project.

Department: Public Works

Staff Member: Danielle Singh, City Manager

Background Information:

In 2023, Williamson County was awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development in the amount of $503,833. The City is a sub-recipient to the County and requested funding for the reconstruction and paving of portions of North 5th Street and Avenue A within the city limits of Jarrell.

The proposed project area begins at the intersection of N. 5th Street and East Avenue C, goes two blocks north to West Avenue A, then proceeds west on West Avenue A to the intersection of North 1st Street. The existing roadways are two-lane residential roads with inconsistent and sometimes undefined lane widths. The work will consist of a full-depth reconstruction of the existing pavement along the entire project length (approximately 2,500 linear feet) and adding concrete ribbon curbs on both sides of the road. The scope does not include any proposed changes to profiles/grades, installation of drainage inlets, or replacement/improvements to any utilities. The intent is to reconstruct as much new paving as possible based on market prices at the time of bidding.

Funding:

The City was awarded $503,833 in 2023 CDBG funding. A budget amendment is required to recognize the revenue and expenditures associated with this grant.

This item approves $113,700 for the professional services associated with this project. This will be paid for from the grant proceeds associated with this project.

Supporting Documentation:
Professional Services Agreement

Recommendation:
Staff recommends approval of the professional services agreement with MRB Group.

January 26, 2024

Ms. Danielle Singh, City Manager
City of Jarrell
161 Town Center Blvd.
Jarrell, TX 76537

RE: PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF JARRELL – 2023 CDBG PAVING PROJECT

Dear Ms. Singh:

MRB Group, PC (MRB) appreciates the opportunity to submit this proposal for professional engineering services to the City of Jarrell (City). Our scope of services includes the design, bidding, and construction phase services for the reconstruction and paving of portions of North 5th Street and Avenue A using Williamson County Community Development Block Grant funds.

I. Background

In 2023, Williamson County was awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development in the amount of $503,833. The City is a sub-recipient to the County and requested funding for the reconstruction and paving of portions of North 5th Street and Avenue A within the city limits of Jarrell.

The proposed project area begins at the intersection of N. 5th Street and East Avenue C, goes two blocks north to West Avenue A, then proceeds west on West Avenue A to the intersection of North 1st Street. The existing roadways are two-lane residential roads with inconsistent and sometimes undefined lane widths. It is understood that the City wishes to perform a full-depth reconstruction of the existing pavement along the entire project length (approximately 2,500 linear feet) and add concrete ribbon curbs (curb gutters) on both sides of the road. The scope does not include any proposed changes to profiles/grades, installation of drainage inlets, or replacement/improvements to any utilities. The intent is to reconstruct as much new paving as possible based on market prices at the time of bidding.

II. Scope of Services and Compensation

A. Survey and Site Investigation

MRB Group will contract with a surveyor and geotechnical subconsultant to provide preliminary information to prepare construction drawings as itemized below.

1. MRB will coordinate and subcontract with a local surveyor to provide the following scope of services:
   a. Topographic/as-built survey of the specified route areas.
   b. Surveyor will establish horizontal and vertical control of the sites consisting of sufficient horizontal control points and site benchmarks for use in future design and layout construction tasks. All control will be referenced to the Texas Coordinate System, NAD83, Central Zone, NAVD88(2012B).
   c. A one-call utility locate request will be submitted for the entirety of the specified routes. Specific itemized needs will be located as follows: any and all visible improvements and/or utilities within the specified area; all paint markings from one-call locate request; size, type, and flow lines of any and all culverts and/or pipes within the specified area; and all trees above 8-inch caliper diameter will be located and classified by size and species.
   d. Sufficient boundary monumentation of tract corners along the route will be recovered to orient and reference the finished survey to any existing plans or surveys and to define the limits of construction, easements, and/or public right of limits for placement of the new pavement.
2. Site investigation efforts will include subcontracted geotechnical drilling and pavement section recommendations (fee included in proposal costs).

Subtotal of A, Items 1-2 ..... $19,800.00

B. Design and Engineering Services

1. Preparation of Construction Documents (60% Submittal). Proposed improvements will maintain the existing road profile, and any impacted driveway culverts will be replaced in kind. Anticipated construction documents include the following:
   a. Index
   b. Typical roadway sections
   c. Plan layout Sheets
   d. Quantity summary
   e. Stormwater pollution prevention plan
   f. Traffic control plan
   g. Associated project details
   h. Submit plans to the City of Jarrell for review.
2. Preparation of Construction Documents (90% Submittal) to include:
   a. Incorporation of City comments from the 60% submittal.
   b. Associated project details.
   c. Engineer's opinion of probable cost.
   d. Submit plans to the City of Jarrell for review.
3. Preparation of Construction Documents (100% Submittal)
   a. Complete set of signed and sealed drawings and specifications as required to construct and bid the Project.
   b. Submit plans to the City of Jarrell and Williamson County for review and approval.
4. Progress meeting (maximum of 2).

Subtotal of B, Items 1-4..... **$35,900.00**

C. Bidding Phase

1. Post the plans and specifications on construction bidding sites used by contractors (e.g. CivCast).
2. Answer the bidder's questions and issue addenda as necessary during the bidding process.
3. Attend and conduct the bid opening.
4. Provide a bid tabulation and evaluation of bids to the City of Jarrell.

Subtotal of C, Items 1-4.....**$8,000.00**

D. Construction Administration

Construction Administration costs are based on a four (4) month construction timeframe.

1. Coordination and attendance of meetings, including:
   a. Pre-construction meeting
   b. Monthly progress meetings
   c. Final punch list/closeout meeting
2. Prepare and coordinate change orders, submittal reviews, and RFIs.
3. Monthly review of project schedules.
4. Pay request reviews and recommendations.
5. Provide support to construction observers to resolve plan and field issues.
6. Maintain a log of issues that require resolution during construction.
7. Perform six (6) on-site construction reviews with follow-up reports (may be held concurrently with monthly progress meetings).
8. Prepare and maintain files, including meeting notes, issue logs, RFIs, submittal reviews, site visit reports, and construction schedules.
9. Update City staff on construction progress and schedule.

Subtotal of D, Items 1-9 ..... $20,000.00

E. Construction Observation

Labor hour estimates and costs are based on a full-time construction observer on-site for eight (8) hours per day during paving operations, which are anticipated to take place in less than a week. For existing roadway removal, base preparation, and post-paving operations, a part-time construction observer is planned (assumed 10 hours per week for (4) months).

1. Inspection of Traffic Control Plan implementation.
2. Inspection of Stormwater Pollution Prevention Plan implementation, maintenance, and modifications.
3. On-site observation of pavement activities.

4. Coordinate testing by a third-party testing laboratory (paid for directly by the City outside the scope of this proposal.
5. Attend monthly project meetings.
6. Preparation review of Pay Applications
7. Observation reports with photo logs.

Subtotal of E, Items 1-7..... $30,000.00
(hourly not to exceed including expenses)

Total Compensation $113,700.00

The cost figures shown above represent our lump sum and hourly not to exceed amounts. Any additional work beyond this fee and outside the scope of this proposal would be reviewed with the Client. MRB Group shall submit monthly statements for services rendered during each invoicing period based on the efforts performed during that period. MRB Group Standard Rates are subject to annual adjustment.

III. Additional Services

The following items are not included in the above services and can be provided on a personnel time-charge basis but would only be performed upon the City's authorization.

A. Easement/ROW taking maps.
B. Wetland delineation.
C. Floodplain delineation.
D. Utility adjustments/relocations.
E. Additional fieldwork beyond what is listed above that may be required after consultation with the Texas Historical Commission (THC)
F. Intensive-level historic resources survey
G. Construction material testing.
H. Construction Administration or Grant Administration services beyond the 4-month duration of the Construction Phase of the Project.
I. Construction Observation services beyond the estimated hours and fee.
J. Additional services not specifically identified in our scope of services can be provided to the City at an additional fee.

IV. Commencement of Work

Upon receipt of the signed task order, MRB will begin work on the project.

V. Standard Terms and Conditions

Terms and Conditions shall be in accordance with the Agreement between Owner (City of Jarrell) and Engineer (MRB Group, PC) for Professional Services – Task Order Edition, dated April 27, 2020.

If this proposal is acceptable to you, please sign where indicated on Task Order No. 2024-001 (attached) and return one copy to our office. Thank you for the opportunity to continue working for the City of Jarrell.

Sincerely,

Justin A. Scarth, P.E.
Austin Operations Manager

James J. Oberst, P.E., LEED AP
Executive V.P./C.O.O.

Enclosure: Task Order No. 2024-001

TASK ORDER 2024-01

City of Jarrell, Texas

2023 CDBG PAVING PROJECT

This is Task Order No. 2024-01, consisting of 2 pages.

Task Order 2024-01

In accordance with Paragraph 1.01 of the Agreement Between Owner (City of Jarrell, Texas) and Engineer (MRB Group, PC) for Professional Services – Task Order Edition, dated April 27, 2020. ("Agreement"), Owner and Engineer agree as follows:

Background Data

a.	Effective Date of Task Order:	_____
b.	Owner:	City of Jarrell, Texas
c.	Engineer:	MRB Group, PC
d.	Specific Project (title):	2023 CDBG Paving Project
e.	Specific Project (description):	See attached letter proposal.

Services of Engineer

Reference attached Proposal for Engineering Services, 2023 CDBG Paving Project, dated January 26, 2024.

Payments to Engineer

We propose to conduct this work on a lump sum basis in the amount of $113,700 in accordance with our written proposal for this work dated January 26, 2024 (attached).

Attachments:

1) Proposal for Professional Services, 2023 CDBG Paving Project, dated January 26, 2024.

Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this

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reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 1/26/2024.

OWNER:	ENGINEER:
By:	By:
Print Name: Danielle Singh	Print Name: James J. Oberst, P.E., LEED AP
Title: City Manager	Title: Executive Vice President/ C.O.O.
	Engineer License or Firm's Certificate No. (if required): Firm No. F-10615 State of: Texas
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Danielle Singh	Name: Justin Scarth, P.E.
Title: City Manager	Title: Project Manager
Address: 161 Town Center Blvd. Jarrell, TX 76537	Address: 8834 North Capital of Texas Highway, Ste. 220 Austin, TX 78759
E-Mail Address: d.singh@cityofjarrell.com	E-Mail Address: Justin.Scarth@mrbgroup.com
Phone: (512) 746-4593	Phone: (512) 436-8571

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THE CITY OF
JARRELL

5.4

Date: March 5, 2024

Subject: Interlocal Agreement for the resurfacing of Ronald Reagan Boulevard

Item: Discussion, consideration and possible action regarding an interlocal agreement with Williamson County for the resurfacing of Ronald Reagan Boulevard

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Department: Public Works

Staff Member: Danielle Singh, City Manager

Background Information:
Williamson County has plans to resurface portions of Ronald Reagan Boulevard in unincorporated areas of Williamson County. The County has offered to manage the resurfacing of Ronald Reagan Boulevard within the City Limits through an interlocal agreement. If the City decides not to participate, the County will proceed forward with the portions of the project outside the City Limits. Entering into this contract with Williamson County will allow for potential savings to the City in comparison if the City's portion were bid as a stand-alone project.

Funding:
The City's portion of the project is $1,410,000 to be paid in annual installments. Upon completion of the project, the City would be responsible for $600,000. The remaining $810,000, would be paid in four annual installments of $205,500 each.

Funds are available in the Street Maintenance Fund Balance. A budget amendment would be required to allocate the funds.

Supporting Documentation:
Interlocal Agreement

Recommendation:
Staff recommends approval of the interlocal agreement with Williamson County.

INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE COSTS RELATED TO THE RESURFACING OF REAGAN BOULEVARD WITHIN THE CITY LIMITS OF JARRELL, TEXAS

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Jarrell, Texas, a Texas general law city (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of resurfacing Ronald Reagan Blvd., a portion of which is within the city limits of the City (the "County Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's participation in the costs to re-surface that portion of Reagan Blvd. that lies within the City limits, the location of which is approximately shown on Exhibit "A", attached hereto ("City Project").

II.
CONSTRUCTION OF COUNTY PROJECT

2.01 County Obligations. The County shall be responsible for all costs associated with the construction of the County Project and the City Project, unless otherwise specified herein ("County Project Costs").

2.02 Construction Plans. The County has submitted the plans and specifications related to the County Project and City Project to the City ("Plans"). The Plans are those plans prepared on behalf of the County dated December 4, 2023 and entitled "Ronald Reagan Blvd.

Improvements". Any changes or modifications to the Plans will be promptly submitted to the City for review and approval prior to commencing construction.

2.03 Inspection. The City may inspect, or cause to inspect, all aspects of the City Project during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the Plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City. The City shall not unreasonably withhold approval of a corrective plan proposed under this Subsection.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project. Any permits required by the City are waived and any liability resulting from failure to obtain or maintain proper permits will be the sole responsibility of the County.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer all warranties for the County Project to the City upon final completion and acceptance of the Project.

III.

CITY OBLIGATIONS

3.01 City Reimbursement. The City shall reimburse the County the sum of up to and no more than One Million Four Hundred and Ten Thousand Dollars ($1,410,000.00) (City Reimbursement") as its cost to pay for the City Project. The City Reimbursement shall be payable over a term of five years after the City has accepted the City Project. An initial City Reimbursement of Six Hundred Thousand Dollars ($600,000.00) shall be paid to the County within thirty (30) days after receipt of written notice to a designated officer of the City, notice of which shall occur after the City Project is accepted ("Notice"). The balance of the annual City Reimbursements ($810,000.00 total; or $205,500.00 per year for four years) shall be payable within thirty (30) days after receipt of Notice from the County, subject to the Texas Prompt Payment Act. This provision shall in no way be construed to obligate the City to pay for County Project Costs not specifically identified and agreed upon in the terms of this Agreement.

3.02 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries, including the acquisition of right-of-way, through condemnation or otherwise. The City further agrees to continue to maintain that portion of Ronald Reagan Blvd. that lies within the City limits. The County will use its best efforts to construct the City Project with as little disruption of traffic as possible. Should substantial traffic disruption be

anticipated for any portion of the Project, the County will notify the City as soon as practicable to allow the City opportunity to disseminate notice to residents and passers-by of the anticipated disruption.

IV.
DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to thirty (30) days to cure such material breach or, if the curative action cannot reasonably be completed within thirty (30) days, the defaulting Party will commence the curative action within thirty (30) days and thereafter diligently pursue the curative action to completion ("Notice of Default"). Notwithstanding the foregoing, any matters specified in the Notice of Default which may be cured solely by the payment of money must be cured within ten (10) days after receipt of the Notice of Default. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances. Such actions do not give rise to a claim of comparative fault in the event of suit absent clear and convincing proof of negligence below the standard of care normally expected of whatever mitigative action is taken by the non-defaulting Party.

4.02 Dispute Resolution.

(a) In the event that a dispute between the Parties exists under the terms of this Agreement, the Parties agree to negotiate in good faith to resolve such dispute informally. Should informal negotiations fail, the Parties agree to attend non-binding mediation with a mediator experienced in matters concerning the subject matter of this Agreement.

(b) In the event that non-binding mediation does not resolve the dispute, the non-defaulting Party may file suit in a district court of appropriate jurisdiction in accordance with the terms of this Agreement and seek any and all relief available to the non-defaulting Party as a result of the defaulting Party's breach in conformance with this Agreement, whether equitable or monetary, as a court of appropriate jurisdiction deems just. Venue and jurisdiction of any suit of cause of action arising in connection with this Agreement shall be exclusively in Williamson County, Texas.

(c) The defaulting Party, upon entry of judgment from a court of appropriate jurisdiction, shall be liable to the other Party for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of

mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Resurfacing Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If the City fails to pay for Services under this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, the City shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured within thirty (30) days after the City provides written notice to cure, the City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement pursuant to the terms outlined above.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Force Majeure. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such Party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the Party's control and not attributable to its neglect or nonfeasance, such event shall not be deemed a default or breach by the Party unable to perform until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

5.07 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.08 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the plans attached hereto as Exhibit "A."

5.09 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.10 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.11 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy or e-mail; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

JARRELL: City of Jarrell, Texas
161 Town Center Blvd.
Attn: City Manager
(512) 746-4593

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.12 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.13 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.14 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.15 No Joint Venture. The County Project and City Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF JARRELL, TEXAS

By:_____
Mayor

ATTEST:

By: _____
City Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2024, by _____ as Mayor of the City of Jarrell, a Texas home-rule city, on behalf of said city.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
William Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____ ____, 2024, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

THE CITY OF
JARRELL

5.5

Date: March 5, 2024

Subject: Parts for Filter Repair at the Wastewater Treatment Plant

Item: Discussion, consideration and possible action approving the purchase of parts to repair a filter at the wastewater treatment plant.

Department: Public Works

Staff Member: Danielle Singh, City Manager

Background Information:

Once sewage is treated at the Donohoe Wastewater Treatment Plant, the treated water is passed through a 10 micron filtration system to polish the water and ensure compliance with the Discharge Permit. Due to the challenges that the plant has experienced over the past 4 years, the filter media has worn out and repairs and maintenance are required on the filtration system. This purchase is in excess of the City Manager's purchasing authority and requires City Council authorization.

Funding:

This item would approve expenditures in the amount of $66,191.87 for parts and materials associated with the repair of the filters at the wastewater treatment plant. Funds are available in 02-300-6803.

Supporting Documentation:
Quote

Recommendation:
Staff recommends approval of the purchase.

AQUA-AEROBIC SYSTEMS, INC.
A Mahwater Company

Aftermarket Proposal # 74001

TO: Jarrell WWTP c/o Inframark
13651 Fm 1826
Austin, Texas 78736
USA

ATN: Makenzi Scales

CC: Hartwell Environmental Corp.,Lance LeBrun

PROJECT: DONAHOE WWTP, TX
Jarrell, TX
USA-MUN

PROPOSAL DATE: February 21, 2024

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
	We are pleased to quote, for acceptance within 30 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order. ***Lead Time: 1 to 4 Business Weeks***		
9	Nibco to RCI Actuator Retrofit Kit, part # 2965591	$1,082.81	$9,745.29
1	Pressure transducer and bellows, 5 PSI, 50' cable. Part # 2968869-05-050	$885.80	$885.80
2	Vacuum transmitter, PX3229, Part # 2614990	$366.02	$732.04
1	Coupling assembly, jaw type. Part # 2614432	$87.30	$87.30
168	Filter Cloth Sock OptiFiberPES-13® Polyester type Chlorine resistant Part # 2966911	$319.00	$53,592.00
1	Centertube Viton V-ring Seal, part # 2607719	$1,100.00	$1,100.00
1	One (1) Lot of Hardware consisting of 5% quantity of retainer bar bolts, washers, and retainer rod full nuts and jam nuts.	$49.44	$49.44

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PROPOSAL NOTES:

1. Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.

2. Start-up supervision is NOT included.

3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.

4. State and/or local taxes will be charged unless we receive a valid tax exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment.

5. Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.

6. Schedule changes due to supply chain disruption may impact the above quoted shipment time(s). Aqua-Aerobic Systems will advise if/when any such disruption applies.

Pricing Summary

Equipment and/or Accessories:	$66,191.87
Total Job Price:	$66,191.87

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

Copyright 2024, Aqua-Aerobic Systems, Inc

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

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TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

_____

By: _____ **Date:** _____

Offer Respectfully Submitted,

TSMangione

Thomas Mangione. AMS Senior Sales Engineer
Aqua-Aerobic Systems, Inc.

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THE CITY OF
JARRELL

5.6

Date: March 5, 2024

Subject: Racial Profiling Report

Item: Review, and possible discussion regarding the 2023 Racial Profiling Report for the Jarrrell Police Department.

Department: Police

Staff Member: Patrick South, Chief of Police

Background Information:

To comply with the Texas Occupation Code 1701.164 the Chief Administrator of a law enforcement agency must submit racial profiling reports to their governing body in addition to the Texas Commission of Law Enforcement. The report is required to contain both a TCOLE formatted form and a comparative analysis.

Funding:

N/A

Supporting Documentation:
Racial Profiling Report presentation, TCOLE form and comparative analysis

Recommendation:

N/A

Jarrell Police Department

2023 Annual Racial Profiling Report
Data Analysis Presentation
February 2024

Introduction:

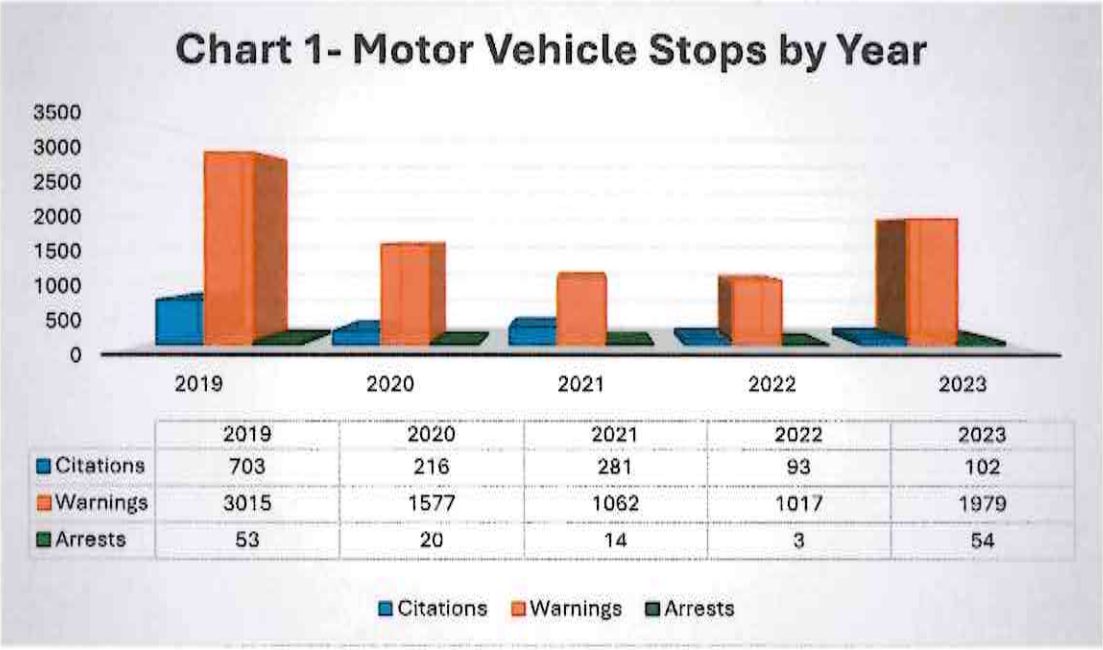
This report contains data regarding all motor vehicle stops made by the Jarrell Police Department during 2023. The department maintains a strong stance against racial profiling: our policy and practice is to provide law enforcement services and to enforce the law equally and fairly without discrimination towards any individual(s) or group. The Jarrell Police Department has a citizens complaint process where any allegation of racial profiling can be brought forward for investigation. The information shown is referred to as Tier 2 data collection, which is required by state law and complies with best practice for police agencies.

This report contains the following:

- Motor vehicle stops in which a warning, or a citation was issued, or an arrest was made by year and by race/ethnicity.
- Searches resulting from those stops by year, race/ethnicity, type, and arrest information.
- Search results (known as a "Hit Rate) by year, and race/ethnicity.
- Racial profiling complaints received including reason for contact and outcome of any investigation.

Motor Vehicle Stops resulting in a citation, warning, or arrest:

Jarrell police officers made 2135 motor vehicle contacts in 2023. This compares to 1113 contacts in 2022, 1357 contacts in 2021, 1816 contacts in 2020, and 3830 contacts in 2019.



	2019	2020	2021	2022	2023
Citations	703	216	281	93	102
Warnings	3015	1577	1062	1017	1979
Arrests	53	20	14	3	54

- There was a 92% increase in total contacts from 2022 to 2023.
- A total of 54 arrests were made from traffic stops in 2023 under the following categories:
    - Violations of the Penal Code – 41 or 76%, Outstanding Warrant – 13 or 24%

Table 1 – Motor Vehicle Stops by Race/Ethnicity:

	2019 Contacts		2020 Contacts		2021 Contacts		2022 Contacts		2023 Contacts	
Race/Ethnicity	Count	% Total	Count	% Total	Count	% Total	Count	% Total	Count	% Total
Alaska/Native American/ Indian	1	0.03%	4	0.22%	1	0.07%	2	0.18%	8	0.37%
Asian/ Pacific Islander	169	4.41%	48	2.64%	36	2.65%	30	2.70%	87	4.07%
Black	418	10.91%	209	11.51%	188	13.85%	175	15.72%	399	18.69%
White	1029	26.87%	943	51.93%	658	48.49%	523	46.99%	945	44.26%
Hispanic/Latino	2213	57.78%	612	33.70%	474	34.93%	383	34.41%	696	32.60%
Total	3830	100.00%	1816	100.00%	1357	100.00%	1113	100.00%	2135	100.00%
Discrepancy - Unk result (cite, warning, arrest)	59		3		0		0		0	

Tracking the actual number of Jarrell resident contacts and comparing them to the number of total stops is a valuable statistic when reviewing race/ethnicity to the population of the city. Of the 2135 contacts made 192 (9%) reported to be residents of Jarrell.

Best practices require the raw data to be reviewed and adjusted for all males with Hispanic surnames to ensure they are listed accurately (Example; correcting the surname Gonzalez that is listed as a W/M to H/M). This information is currently unavailable with our current RMS and data tracking system.

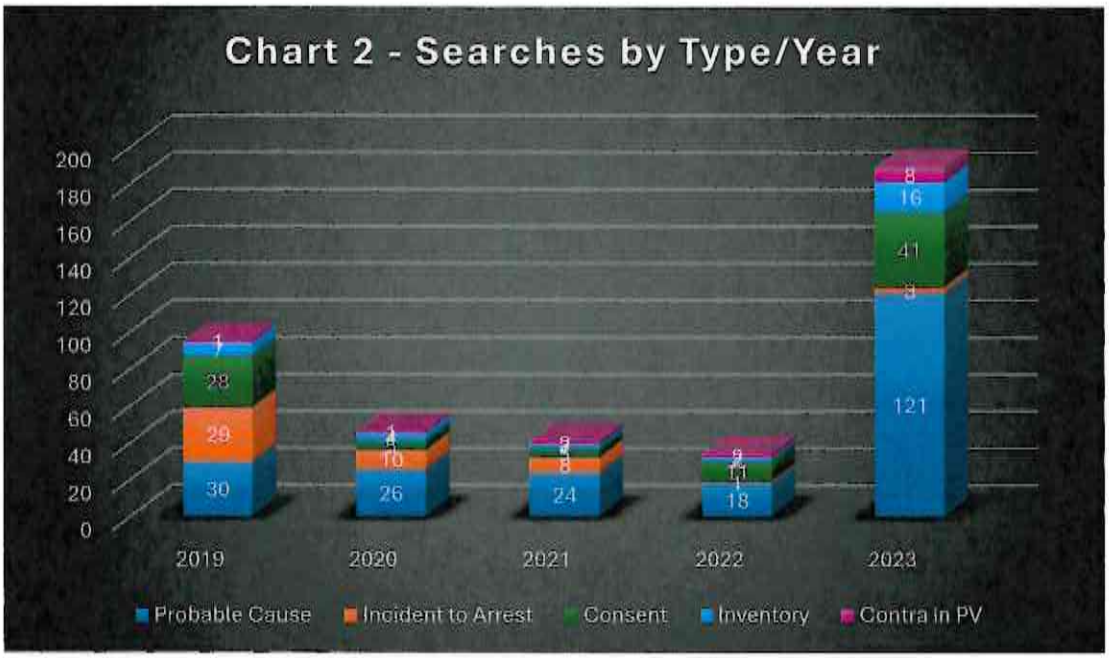
Utilizing advanced technology, such as ticket writers with accompanying software, would provide statistics while also being able to correct entry errors. The department is currently working with Tyler Technology and their partner Brazos Technology to price both the needed software and ticket writers. In addition to providing a platform to conduct varied analysis the system also significantly reduces time per stop, and accuracy. The platform is also used for crash reporting and analysis.

Searches Resulting from Motor Vehicle Stops:

The number of searches resulting from motor vehicle contacts significantly increased in 2023 from the previous three years. This is most likely a result of the COVID-19 pandemic which began in late 2019 through the beginning of 2022. The search rates (searches as a percent of total contacts) were as follows:

Table 2 – Search Rates:

		2019	2020	2021	2022	2023
Vehicle Searched	Y	95	46	41	34	189
	N	3735	1767	1316	1079	1946
	Total	3830	1813	1357	1113	2135
	Discrepancy		3			
Annual Percentage		2.48%	2.54%	3.02%	3.05%	8.85%



Note: there was a discrepancy in 2022 of 3 searches that were not documented.

Table 3 – Searches by Race/Ethnicity:

	2020 Searches		2021 Searches		2022 Searches		2023 Searches	
Race/Ethnicity	Count	% Total	Count	% Total	Count	% Total	Count	% Total
Alaska/Nat American/ Indian	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Asian/ Pacific Islander	1	2.17%	1	2.44%	0	0.00%	4	2.12%
Black	14	30.43%	11	26.83%	8	23.53%	55	29.10%
White	13	28.26%	17	41.46%	11	32.35%	71	37.57%
Hispanic/Latino	18	39.13%	12	29.27%	15	44.12%	59	31.22%
Total	46	100.00%	41	100.00%	34	100.00%	189	100.00%

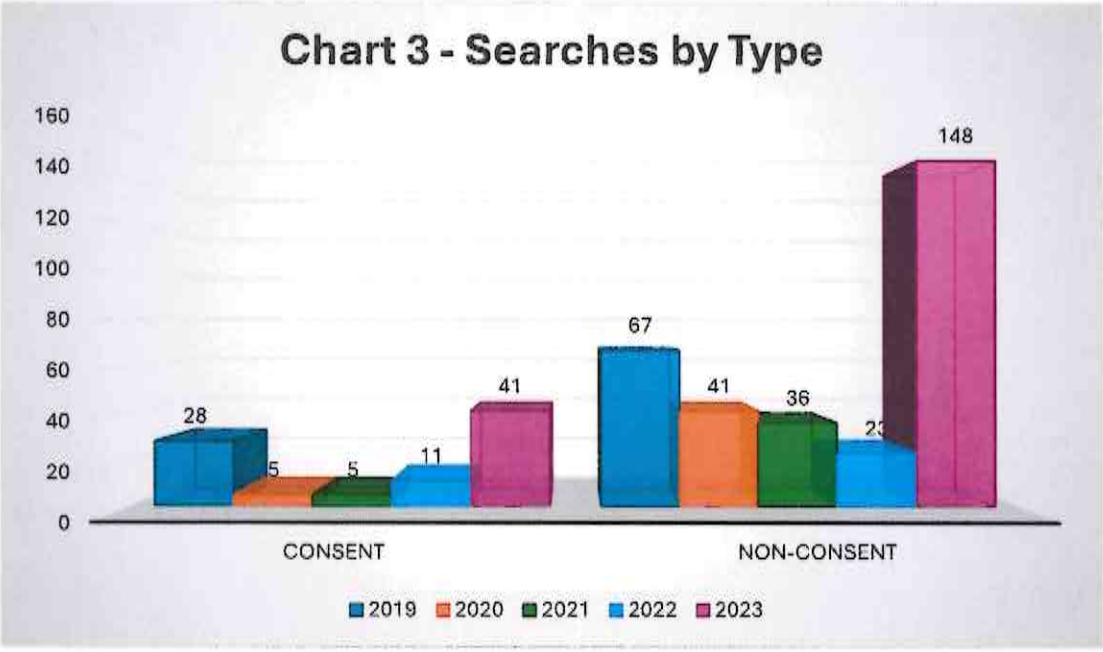
Discrepancy 3

Searches Resulting from Motor Vehicle Stops by Search Type:

Searches that result from motor vehicle stops can be categorized as consent or non-consent searches:

- Consent Searches occur when the officer asks for permission to conduct a search and the driver gives permission for the search. A written request form is in the process of being developed as an added step for this process to ensure the driver is aware of their rights related to this type of search. A new policy under development will require the consent to be given on camera and that the form be completed and signed by the driver/owner prior to initiating any consent search.

- Non-consent Searches occur after an arrest or if the office develops probable cause. Probable cause requires reasonable grounds to suspect an individual has committed or is committing a crime which gives the officer legal authority to conduct a search without consent.



Three areas will be addressed, and policy updated to ensure consent searches are conducted appropriately.

1. Training to be conducted to know the difference between probable cause and consent with reasonable suspicion.
2. Policy will be amended adding the following language:

   Officers should be aware that overuse of the consent search can negatively impact the Department's relationship with our community and only request a consent search when they have an articulable reason why they believe the search is necessary and likely to produce evidence related to an investigation.

3. A consent search form will be developed that must be completed on camera and signed by the violator prior to conducting a consent search. This process will be tracked and reviewed to ensure consistent and professional practices.

<u>*Searches Resulting from Motor Vehicle Stops: by search type, race/ethnicity, and arrest:*</u>

The following table shows the total number of searches in 2023 along with the total number of consent searches, and arrests related to those searches. In 2023, 41 or 22% of searches conducted were consent searches. 40 or 21% of searches conducted resulted in arrest.

Table 4 – Consent Searches and Arrests by Race:

	Searches		Consent Searches		Arrests	
Race/Ethnicity	Count	% Total	Count	% Total	Count	% Total
Alaska/Native American/ Indian	0	0.00%	0	0.00%	0	0.00%
Asian/ Pacific Islander	4	2.12%	2	4.88%	1	2.50%
Black	55	29.10%	4	9.76%	7	17.50%
White	71	37.57%	18	43.90%	19	47.50%
Hispanic/Latino	59	31.22%	17	41.46%	13	32.50%
Total	189	100.00%	41	100.00%	40	100.00%

Searches Resulting from Motor Vehicle Stops: "Hit Rates"

Productive searches or "hits" are searches where contraband is found. The following table shows the percentage of positive hits for all searches. The hit rate for 2023 was 21.16%.

Table 5 – Search Hit Rates for All Searches:

	2023		
Race/Ethnicity	Hits	Searches	Hit Rate
Alaska/Native American/ Indian	0	0	0.00%
Asian/ Pacific Islander	1	4	25.00%
Black	7	55	12.73%
White	19	71	26.76%
Hispanic/Latino	13	59	22.03%
Total	40	189	21.16%

Not Searched	98
Searched No Contraband Found	51
Searched with Contraband Found	40
Total	189

Racial Profiling Complaints:

There were no complaints received related to racial profiling in 2023.

Racial Profiling Analysis Report

JARRELL POLICE DEPARTMENT

01. Total Traffic Stops:	2135	
02. Location of Stop:		
a. City Street	364	17.05%
b. US Highway	1513	70.87%
c. County Road	170	7.96%
d. State Highway	86	4.03%
e. Private Property or Other	2	0.09%
03. Was Race known prior to Stop:		
a. NO	2127	99.63%
b. YES	8	0.37%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	8	0.37%
b. Asian/ Pacific Islander	87	4.07%
c. Black	399	18.69%
d. White	945	44.26%
e. Hispanic/ Latino	696	32.60%
05. Gender:		
a. Female	590	27.63%
i. Alaska/ Native American/ Indian	3	0.14%
ii. Asian/ Pacific Islander	19	0.89%
iii. Black	106	4.96%
iv. White	299	14.00%
v. Hispanic/ Latino	163	7.63%
b. Male	1545	72.37%
i. Alaska/ Native American/ Indian	5	0.23%
ii. Asian/ Pacific Islander	68	3.19%
iii. Black	293	13.72%
iv. White	646	30.26%
v. Hispanic/ Latino	533	24.96%
06. Reason for Stop:		
a. Violation of Law	5	0.23%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	1	20.00%
iv. White	2	40.00%
v. Hispanic/ Latino	2	40.00%
b. Pre-Existing Knowledge	4	0.19%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	75.00%
v. Hispanic/ Latino	1	25.00%
c. Moving Traffic Violation	1371	64.22%
i. Alaska/ Native American/ Indian	7	0.51%
ii. Asian/ Pacific Islander	63	4.60%
iii. Black	232	16.92%
iv. White	603	43.98%
v. Hispanic/ Latino	466	33.99%
d. Vehicle Traffic Violation	755	35.36%
i. Alaska/ Native American/ Indian	1	0.13%
ii. Asian/ Pacific Islander	24	3.18%
iii. Black	166	21.99%
iv. White	337	44.64%
v. Hispanic/ Latino	227	30.07%
07. Was a Search Conducted:		
a. NO	1946	91.15%
i. Alaska/ Native American/ Indian	8	0.41%
ii. Asian/ Pacific Islander	83	4.27%
iii. Black	344	17.68%
iv. White	874	44.91%
v. Hispanic/ Latino	637	32.73%
b. YES	189	8.85%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	2.12%
iii. Black	55	29.10%
iv. White	71	37.57%
v. Hispanic/ Latino	59	31.22%
08. Reason for Search:		
a. Consent	41	1.92%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	4.88%
iii. Black	4	9.76%
iv. White	18	43.90%
v. Hispanic/ Latino	17	41.46%
b. Contraband in Plain View	8	0.37%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	12.50%
iv. White	5	62.50%
v. Hispanic/ Latino	2	25.00%
c. Probable Cause	121	5.67%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	1.65%
iii. Black	46	38.02%
iv. White	41	33.88%
v. Hispanic/ Latino	32	26.45%
d. Inventory	16	0.75%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	18.75%
iv. White	6	37.50%
v. Hispanic/ Latino	7	43.75%
e. Incident to Arrest	3	0.14%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	33.33%
iv. White	1	33.33%
v. Hispanic/ Latino	1	33.33%

09. Was Contraband Discovered:

YES	138	6.46%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	2	1.45%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	1	
iii. Black	44	31.88%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	7	
Finding resulted in arrest - NO	37	
iv. White	50	36.23%
Finding resulted in arrest - YES	19	
Finding resulted in arrest - NO	31	
v. Hispanic/ Latino	42	30.43%
Finding resulted in arrest - YES	13	
Finding resulted in arrest - NO	29	
b. NO	51	2.39%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	3.92%
iii. Black	11	21.57%
iv. White	21	41.18%
v. Hispanic/ Latino	17	33.33%
10. Description of Contraband:		
a. Drugs	112	5.25%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.89%
iii. Black	38	33.93%
iv. White	44	39.29%
v. Hispanic/ Latino	29	25.89%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
d. Alcohol	8	0.37%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	3	37.50%

Racial Profiling Analysis Report

v. Hispanic/ Latino	5	62.50%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	17	0.80%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	1	5.88%
iii. Black	6	35.29%
iv. White	3	17.65%
v. Hispanic/ Latino	7	41.18%

11. Result of Stop:		
a. Verbal Warning	1978	92.65%
i. Alaska/ Native American/ Indian	8	0.40%
ii. Asian/ Pacific Islander	83	4.20%
iii. Black	370	18.71%
iv. White	886	44.79%
v. Hispanic/ Latino	631	31.90%
b. Written Warning	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
c. Citation	102	4.78%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.96%
iii. Black	18	17.65%
iv. White	35	34.31%
v. Hispanic/ Latino	47	46.08%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
f. Arrest	53	2.48%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	3.77%
iii. Black	10	18.87%
iv. White	24	45.28%
v. Hispanic/ Latino	17	32.08%
12. Arrest Based On:		
a. Violation of Penal Code	40	1.87%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.50%
iii. Black	7	17.50%
iv. White	19	47.50%
v. Hispanic/ Latino	13	32.50%
b. Violation of Traffic Law	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	100.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	13	0.61%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	23.08%
iv. White	5	38.46%
v. Hispanic/ Latino	5	38.46%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	2133	99.91%
i. Alaska/ Native American/ Indian	8	0.38%
ii. Asian/ Pacific Islander	87	4.08%
iii. Black	399	18.71%
iv. White	944	44.26%
v. Hispanic/ Latino	695	32.58%
b. YES	2	0.09%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	2	100.00%

14. Total Number of Racial Profiling Complaints Received:	0

REPORT DATE COMPILED 01/24/2024

Racial Profiling Report | Full

Agency Name: JARRELL POLICE DEPARTMENT
Reporting Date: 01/24/2024
TCOLE Agency Number: 491211

Chief Administrator: PATRICK D. SOUTH

Agency Contact Information:
Phone: (512) 746-1822
Email: p.south@cityofjarrell.com

Mailing Address:
161 TOWN CENTER BLVD
JARRELL, TX 76537-4003

This Agency filed a full report

JARRELL POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the JARRELL POLICE DEPARTMENT from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the JARRELL POLICE DEPARTMENT if the individual believes that a peace officer employed by the JARRELL POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the JARRELL POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the JARRELL POLICE DEPARTMENT policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The JARRELL POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: PATRICK D. SOUTH
Chief of Police

Date: 01/24/2024

Total stops: 2135

Street address or approximate location of the stop	
City street	364
US highway	1513
County road	170
State highway	86
Private property or other	2
Was race or ethnicity known prior to stop?	
Yes	8
No	2127
Race / Ethnicity	
Alaska Native / American Indian	8
Asian / Pacific Islander	87
Black	399
White	945
Hispanic / Latino	696
Gender	
Female	590
Alaska Native / American Indian	3
Asian / Pacific Islander	19
Black	106
White	299
Hispanic / Latino	163
Male	1545
Alaska Native / American Indian	5
Asian / Pacific Islander	68
Black	293
White	646
Hispanic / Latino	533
Reason for stop?	
Violation of law	**5**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2

Hispanic / Latino	2
Preexisting knowledge	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	1
Moving traffic violation	**1371**
Alaska Native / American Indian	7
Asian / Pacific Islander	63
Black	232
White	603
Hispanic / Latino	466
Vehicle traffic violation	**755**
Alaska Native / American Indian	1
Asian / Pacific Islander	24
Black	166
White	337
Hispanic / Latino	227

Was a search conducted?

Yes	**189**
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	55
White	71
Hispanic / Latino	59
No	**1946**
Alaska Native / American Indian	8
Asian / Pacific Islander	83
Black	344
White	874
Hispanic / Latino	637

Reason for Search?

Consent	**41**
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	4
White	18

Hispanic / Latino	17
Contraband	**8**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	5
Hispanic / Latino	2
Probable	**121**
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	46
White	41
Hispanic / Latino	32
Inventory	**16**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	6
Hispanic / Latino	7
Incident to arrest	**3**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	1

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**138**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	2	Yes 1	No 1
Black	44	Yes 7	No 37
White	50	Yes 19	No 31
Hispanic / Latino	42	Yes 13	No 29
No	**51**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	2		
Black	11		
White	21		
Hispanic / Latino	17		

Description of contraband	
Drugs	**112**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	38
White	44
Hispanic / Latino	29
Weapons	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**8**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	5
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**17**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	6
White	3
Hispanic / Latino	7

Result of the stop	
Verbal warning	**1978**

Alaska Native / American Indian	8
Asian / Pacific Islander	83
Black	370
White	886
Hispanic / Latino	631
Written warning	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Citation	**102**
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	18
White	35
Hispanic / Latino	47
Written warning and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Arrest	**53**
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	10
White	24
Hispanic / Latino	17
Arrest based on	
Violation of Penal Code	**40**
Alaska Native / American Indian	0
Asian / Pacific Islander	1

Black	7
White	19
Hispanic / Latino	13
Violation of Traffic Law	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**13**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	5
Hispanic / Latino	5

Was physical force resulting in bodily injury used during stop?

Yes	**2**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	2
No	**2133**
Alaska Native / American Indian	8
Asian / Pacific Islander	87
Black	399
White	944
Hispanic / Latino	695

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis ☒

Use Department's submitted analysis ☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

THE CITY OF
JARRELL

5.7

Date: March 5, 2024

Subject: City IT Contract

Item: Discussion, consideration, and possible action regarding approval of a new IT contract and related fees for the City of Jarrell with IT Voice.

Department: Police Department

Staff Member: Patrick South, Chief of Police

Background Information:
In December of 2023 the IT contact with the City's current IT provider, CTTS, expired. Prior to renewing the contact with CTTS several issues related to the IT services for the Police Department and the City required changes to the system to comply with CJIS requirements (PD only), state law, open records requests, data retention and best practices. Further, the services and support being provided by CTTS were not adequate and did not meet the needs of City staff. Bids for new services were accepted from three local companies focusing on the actual requirements of a municipality to function efficiently, effectively, and properly. After review and discussion, it was determined IT Voice was the single source that best met both the requirements and needs that had been previously deficient.

Funding:
Funding is available. Managed services for the City will be $4,128.17 monthly, managed services for the PD will be $2,371.41 monthly. The IT Equipment cost for the City will be $33,418.46, and $34,652.32 for the PD. Total monthly charge - $6,499.58 and $68,070.78 total for the initial equipment needs and upgrades.

Supporting Documentation:
Infrastructure quotes, agreements, summary overview of services

Recommendation:
Staff recommends approval of the contract and related costs with IT Voice.

IT-VOICE®

Technology Simplified

IT Infrastructure for City Hall

Quote # 000823
Version 1

Prepared for:

City of Jarrell

Danielle Singh
citymanager@cityofjarrell.com

IT-VOICE®
Technology Simplified

Products

Description	Price	Qty	Ext. Price
Dell PowerEdge R550 CTO - Dual Intel Xeon Processors - 128GB RAM - 4 x 1.92TB SAS SSD - Windows Server 2022 OS - 10 x Windows Server User CALs - Dual Power Supplies - 3 Year NBD Support Warranty 	$16,818.78	1	$16,818.78
Dell EMC SmartUPS 2700W Rackmount UPS 120V Input NEMA L5-30 / Output 6 x NEMA 5-15, 2 x NEMA 5-20 	$2,615.38	1	$2,615.38
APC Rack PDU - NEMA 5-15 Input - 14 NEMA5-15 Outlets	$343.08	1	$343.08
Meraki 48 Port PoE Switch with 5 Year Subscription License	**$4,933.45**	**1**	**$4,933.45**
Meraki MX75 Security Appliance Bundle with 3 Year Security Subscription License	**$2,534.69**	**1**	**$2,534.69**
Dell 42U EMC NetShelter Rack Enclosure - Black 	$2,423.08	1	$2,423.08

Subtotal: **$29,668.46**

Labor

Description	Price	Qty	Ext. Price
Project Labor - Fixed Fee - Equipment Configuration and Installation Installation of New Equipment and Move for New Location • Move network patch panel to new server room. • Install network rack • Install and confirm firewall • Install and confirm new server • Install and confirm wireless access points	$3,750.00	1	$3,750.00

Subtotal: **$3,750.00**

IT·VOICE®
Technology Simplified

IT Infrastructure for City Hall

Prepared by:

IT Voice

Trent Gresh
737-837-1001
trent.gresh@itvoice.com

Prepared for:

City of Jarrell

161 Town Center Blvd
Jarrell, TX 76537
Danielle Singh
(512) 746-4593
citymanager@cityofjarrell.com

Quote Information:

Quote #: 000823

Version: 1
Delivery Date: 02/29/2024
Expiration Date: 03/28/2024

Quote Summary

Description	Amount
Products	$29,668.46
Labor	$3,750.00
Total:	**$33,418.46**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

City of Jarrell

Signature: _____

Name: Danielle Singh

Date: _____

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

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Technology Simplified
Managed IT • VoIP • Internet • Cloud
4260 Cahaba Heights Court, Birmingham, AL 35243 | 1-804-IT-Voice

Agreement

Quote HQ240229.234
March 1, 2024

Main Location (161 Town Center Blvd.)

Miscellaneous

Qty	Description
1	Website conversion from .com to .gov
1	DataVault 4TB Data Backup Solution - Local Device and Cloud Backup - 10 Daily Snapshots, 3 Weekly, and 1 Monthly - Fully Managed

Non-Location Items

Data Services Package

Users	Description
13	Guardian Platinum

- Guardian MSP Gold - Server
- Upgrade to E3 for Office 365
- Office 365 Backup
- Anti-Phishing Email Filter
- Email Archiving
- Email Spam Filter
- Antivirus and EDR
- Microsoft 365 Business Standard
- SOC (Security Operations Center) Monitoring

Other Data Services

Qty	Description
27	Antivirus and EDR
27	Email Spam filter
27	Office 365 Backup
1	Breach Prevention Training up to 50 users
1	Office 365 E3
6	Microsoft 365 Business Standard
16	Office 365 Basic User (does not include migration)
4	Office 365 Business Premium (does not include migration)

Term:	**60 months**
Security Deposit:	**$4,128.17**
Monthly Payment:	**$4,128.17**

Print Name	Signature	Date

Slappey Communications, LLC, a Texas limited liability company ("Slappey"), IT Voice as Slappey's dba, and/or its affiliates (together, the "Provider") will provide the monthly services as set forth herein.

Any cost saving estimates which have been given are not guaranteed or implied. Price is based on use or trade-in of existing cable and communications equipment when appropriate. Prices are for informational use only and are subject to change until approved by both parties. All consideration under this Agreement, is exclusive of any sales, transfer, value added, goods or services tax, fees, surcharges, or other gross receipts based tax imposed against or on products and services ("Taxes") by Provider hereunder and such Taxes will be added to the consideration where applicable. The Customer shall be responsible for any such Taxes and shall either (i) remit such Taxes to the Provider or (ii) provide Provider with a certificate or other acceptable proof evidencing an exemption from liability for such Taxes. In the event the Provider fails timely to invoice Taxes on taxable goods or services covered by this Agreement, the Provider shall notify Customer, in a timely manner from the time of discovery and Customer shall remit such Taxes to Provider.

Provider is not responsible for any issues or lack of functionality due to the failure of the internet, voice carrier, local network, firewalls and switches, software, or any other services provided by a third party (or the Customer) that are necessary for the function of the system or features of the system (i.e. AT&T, Spectrum, Windstream, CenturyLink, inhouse IT Person, IT Company, Software provider, etc.). Any time spent working to resolve a problem such as these will be billable to the Customer.

Customer recognizes that HIPAA, PCI, and other regulatory compliance are exclusively the Customer's responsibility. Customer will advise Provider of any compliances necessary for the operation of their business and Provider will work with the customer to assist the Customer in meeting those requirements through the proper installation and maintenance of the technology solutions and Customer will validate that the deployment and use of the technology meets the required compliances. Due to faxing being outdated, any lines used for faxing are best effort and not guaranteed to work. Any call recording services will have the recordings available for 30 days unless stated otherwise. Any benefits, discounts, preferential treatment, pre-underwritten, fast tracked, etc. afforded to Customer by third-parties as a result of this contract are in no way guaranteed by Provider but are merely as a convenience to Customer and Provider will have no responsibility to Customer if the advantage is changed or eliminated by the third-party.

Confidentiality & Non-exclusivity. Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. This Agreement shall not preclude PROVIDER from providing services to others which may result in computer programs techniques, products and documentation which are competitive, whether or not such materials are similar to materials developed by PROVIDER pursuant to this Agreement. PROVIDER does not convey nor does Customer obtain any right in the programs, systems, data or materials utilized or provided by PROVIDER in the performance of this Agreement (together with, but not limited to, their source codes and related documentation and instructions); provided, however, that Customer shall have a perpetual, royalty-free license to use for Customer's internal business purposes any and all programming deliverables described on the applicable SOW and/or SA from and after full payment to PROVIDER of all amounts due under such SOW and/or SA. PROVIDER shall hold all right, title, and interest in and to all techniques, methods, ideas, products, and programs developed by it in connection with the performance of the Agreement.

All invoices are invoiced in advance and payments are due net 10 unless otherwise agreed to in writing. The Provider may provide one or more invoices for the services and such invoices may be issued by any combination of Slappey and its affiliates. Unpaid services may be disconnected with a 5-day notice. Payments made by the customer will be applied to the oldest invoice first. In the event the customer has an invoice on account which remains unpaid over 30 days from the billing date, a finance charge of 1.5% per month (18% APR) will be added. Customer agrees to pay all invoices via the online portal and will be subject to additional fees for any paper invoices required. Any billing disputes must submitted in writing by the Customer within 60 days of the date of an invoice, otherwise the Customer waives their right to dispute the invoice.

Environmental Conditions: To ensure satisfactory operation of your Provider equipment, you are responsible to make sure your facility meets the following requirements: (1) Conduit for cabling is already present (if required by building codes) and prices for cabling assumes that the building is equipped with standard drop in (suspended) ceilings (with at least 24" clearance above ceiling grid) and all walls are studded walls with at least 3" clearance on the interior of the walls (any building or areas of the building that have other finishes may require Provider to attach conduit to the walls, floors, or ceiling that may not match existing surfaces in color or texture); (2) Room temperature must be maintained between 60-80 degrees Fahrenheit; (3) Relative humidity not exceeding 75%-non condensing; (4) Normal business lighting; (5) A minimum 20-Ampere - 120 volt AC isolated circuit terminating within six feet of the equipment (duplex type receptacle required) - more may be required for larger installations; (6) A 3' minimum clearance in front of the equipment; (7) Access to "cold water ground" within 10' of the equipment; (8) the demark must be in the same room as the phone equipment (if it is not, then the demark will be extended at the customer's cost). Any damage to equipment caused by the failure of these conditions to be met will fall outside of all agreement and shall be the responsibility of the Customer.

Notwithstanding anything herein to the contrary, Provider shall not be liable to Customer or any other party for any failure of performance if such failure is due to any cause including, but not limited to, fire, vandalism, ransomware/cyber crime, cable cut, storm or other similar occurrences, any government action or any national emergencies, wars strikes or other labor difficulties, supplier failures, or shortages, etc. The total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Services during the six (6) month period preceding the date the claim arises. Provider will have no liability to Customer if technology or human failures cause any disruption to the customer, any injury to persons or property, losses (including any loss of business or data losses), damages, claims or demands of any kind or nature, including, but not limited to, use or inability to use the service or equipment, reliance by any end user or customer on any data provided or obtained through use of the service or equipment, any interruption, defect, error, virus, ransomware, cyber crime, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with this agreement. In no event shall Provider be liable to customer, any end user, or any of their respective employees or agents, or any third party, for any indirect, incidental, special, consequential or punitive damages. Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement. Client is solely responsible for implementing and monitoring appropriate operational and security procedures if such procedures are required by the security procedures and backup requirements selected by Client, and for making appropriate backup copies of all data. A suit, claim, or other action to enforce the terms of this Agreement will be brought exclusively in the state and federal courts of Jefferson County, Alabama. Customer hereby submits to the jurisdiction of that court and waives any objections it may have to that court asserting jurisdiction over Customer or its assets and property. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action against Provider must be filed within one year after such claim or cause of action arose or be forever barred. Provider shall be entitled to attorney's fees and related expenses in the event suit is brought or an attorney is retained to enforce the terms of this Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof. The Customer acknowledges that no representation, promise, inducement, or statement of intention has been made by Provider which is not included herein. If any part of this Agreement, shall be unenforceable, the remainder of this Agreement shall remain in full force and effect.

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Employee Solicitation. The Customer understands that Provider has substantial expense in terms of time and money spent for the advertising, screening, testing, training, and experience development of its personnel, in addition to, the consequential impact an employee may have on the revenue activity to Provider. Customer agrees not to solicit, hire or otherwise contract with any employee and/or independent contractor of Provider without the expressed written consent of Provider while said employee and/or independent contractor is in the employment or contract of Provider or within one (1) year after leaving employment of Provider. Customer further agrees to indemnify and compensate Provider for liquidated damages that may be suffered by Provider relevant to the impact of their solicitation of the employee. The liquidated damages for breach of this clause shall not be less than $100,000.00.

Each and every obligation of this Agreement is hereby personally guaranteed by the undersigned. The guaranty hereby given is unconditional during its duration and is coupled with an interest in order to induce Provider to enter into this Agreement with the Customer. During the term of this Agreement, every mention of the "Customer" hereinabove shall be applicable as a personal and individual obligation to the undersigned as Guarantor in the event the Customer shall fail to fulfill any such obligation to the Provider.

The Customer further agrees with the additional Terms and Conditions posted at www.itvoice.com.

All Hosted and Cloud based Services only include setup in the cloud and does not include on premise installation unless specifically outlined and any work requested for local installation outside of the scope will be billed at Provider's standard rates. CUSTOMER must provide Provider with all appropriate usernames and passwords required to access network resources (i.e. Administrator usernames and passwords, router telnet passwords) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information when needed. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT PRESCRIBED BACKUP OPERATIONS PERFORMED BY PROVIDER ARE ADEQUATE. Client will immediately notify Provider upon learning of any significant problem with the performance of the network. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network. Client will be solely responsible for performing the day-to-day tasks, if they are applicable or required, associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations. Client will notify Provider within a commercially reasonable time regarding any change in the identity of client's Network Administrator.

The pricing only includes the number of devices and users outlined in the agreement and may not be inclusive of all users, workstations, servers, and network devices in use by the Customer. The Customer will be charged for all applicable users, workstations, servers and network devices provisioned (which may be in increase to the pricing provided). The Customer may add additional devices and users to this Service Agreement, but such adds will be subject to additional one-time and monthly charges.

If a Customer's scope includes one of the GUARDIAN MSP Plans, the following features are included by Service Plan Level.

Silver Plan.
1. 24x7 Remote Monitoring of Servers (stability and performance), Backups (successful completion), Switch/Firewall, and Notification of unusual events (from Event Logs).
2. Microsoft Windows Operating System (OS) Patch Management
3. Anti-Virus Definition Monitoring and Management
4. Customer Support Portal (access to HELP Desk)
5. Monthly Management Reports
6. Remote Help Desk Support Services will be charged $175/hour during Regular Business Hours, and $225/hour After Hours and Weekends (rates are subject to change as determine by provider).
7. On-Site Support Services will be charged $175/hour during Regular Business Hours, and $225/hour After Hours and Weekends (rates are subject to change as determine by provider).

Gold Plan (Inclusive of all Silver level features and the following additional features).
1. Spam & Phishing Email Filtering
2. Disk/Partition Management (it is required that customer purchase a backup solution for all Servers from Provider)
3. Adding and Removing of Users
4. Firewall Management (it is required that Customer purchase a Firewall from Provider)
5. Security Operations Center
6. Remote Help Desk Support Services will be charged $0/hour during Regular Business Hours, $0/hour After Hours and Weekends when High Priority (System Down), and $175/hour After Hours and Weekends when Non-High Priority (System Not Down) (rates are subject to change as determine by provider).

7. On-Site Support Services will be charged $125/hour during Regular Business Hours and $175/hour After Hours and Weekends (rates are subject to change as determine by provider).

Platinum Plan (Inclusive of all Gold level features and the following additional features).

1. Annual Technology Review
2. Remote Help Desk Support Services will be charged $0/hour during Regular Business Hours, $0/hour After Hours and Weekends when High Priority (System Down), and $175/hour After Hours and Weekends when Non-High Priority (System Not Down) (rates are subject to change as determine by provider).
3. On-Site Support Services will be charged $0/hour during Regular Business Hours, $0/hour for Emergency Response/Same Day, $0/hour After Hours and Weekends when High Priority (System Down), and $175/hour After Hours and Weekends when Non-High Priority (System Not Down) (rates are subject to change as determine by provider).

Phone and Remote Support requests will be answered in the order in which they are received. Phone and Remote Support services will be charged with a minimum quarter-hour service call per incident. Beyond the first quarter-hour, charges will accumulate in increments of one quarter-hour. On-Site Support services will be charged with a minimum one-hour service call per visit, plus travel time. Beyond the first hour, charges will accumulate in increments of one hour. Expert Assistance will be provided for basic Operating System (OS) and Application troubleshooting. Basic Operating Systems that are supported are Microsoft Windows Server and Desktop Operating Systems which are active and have not been determined as End of Life by Microsoft. Basic network issues are also supported, such as inability to print to network and/or local printer and loss of network drive shares.

In a co-managed, al la carte, data backup, or other IT services in which the customer retains part of the systems management, the customer may not make any changes to the parts or the solution for which the Provider is responsible to manage. If there are changes which need to be made (including but not limited to software versions, patches, connectivity, configurations, warranties, underlying operating systems, etc.) these changes should be done in coordination with Provider and may results in additional fees. A change made without coordinating with Provider could result in the solutions provided by provider to cease from properly functioning and there may be additional fees in order to restore services.

Customer is required to purchase cyber insurance and it must extend for the duration of the Agreement to reimburse client for Provider services to mitigate any related cyber event. The insurance coverage must be based on the perceived exposure and risk associated with Customer's business. Provider fees include but are not limited to any and all time for technical and customer support at emergency rates, consulting, technical tools, forensic tools, systems, processes and controls to attempt to prevent, remediate and/or eliminate a perceived or active cyber threat. Services required may include but are not limited to support for investigations, technical and legal support, gathering forensic evidence and customer support before during and after the event. Due to the urgency and nature of cyber events, Provider will require a deposit to begin remediation to be applied toward payment of the remediation. Customer is wholly responsible for reimbursing Provider in full for any and all of our services, tools and products for remediation. The Customer accepts full responsibility for any and all payment for time, software, hardware, resources and any other items needed for the mitigation, consulting and support of a cyber event with or without a cyber insurance policy in effect. The Customer will pay Provider within 30 days of an invoice with or without an insurance settlement paid by insurance company to Customer. Provider's payment in full is due by the Customer and payment will not be withheld by Customer under any circumstance.

Provider shall provide the Managed Services outlined on this contract from the "Beginning of Service Date" and continue for the term as first above outlined for consecutive months following the Managed Services "Start Date". All Existing Contracts that are shorter in length shall extend to match the length of this contract. All terms of this contract shall amend the terms of prior contracts as if these terms were originally a part of the prior contract and any terms of this contract shall control any conflicts between the terms of this contract and any prior contracts. The Customer will provide a security deposit in the amount equal to one monthly payment.

TERMINOLOGY:

1. Managed Services "Effective Date" - Date the "Managed Services" agreement was signed.
2. Equipment "Cutover Date" - The date the equipment is installed and functional at the customer location.
3. Managed Services "Beginning of Service Date" - The first of the month wherein Provider begins processing billing for "Managed Services".
4. Facilities "Delivery Date" - The date facility services are delivered to the customer location.
5. Facilities "Cut Date" - The date facility services have been activated and customer telephone numbers have been ported for use on the new service.
6. MSP "Transition Date" - The date MSP Services have been activated and Provider begins providing MSP Services.
7. Managed Services "Interim Service Period" - Time period between "Beginning of Service Date" and Managed Services "Start Date".
8. Managed Services "Start Date" - The first of the month following the completion of the Equipment "Cutover Date," the Facilities "Cut Date," and the MSP "Transition Date." Provider reserves the right to bill the Customer for partial and full services by Provider prior to the "Start Date."
9. "Back Bill" - Invoiced billing to the customer for payment of services not included in the "Managed Services" agreement.

Customer agrees to give Provider remote access to all of the necessary on premise equipment through any of customer's relevant network equipment and services (firewalls, routers, switches, cloud appliances, etc.). Customer acknowledges they will incur additional charges if Provider's remote access capabilities are modified or limited in any way by customer's equipment, services, employees and/or customer's other technology vendors. As a part of Provider's Managed Services solutions, Provider may provide any of the equipment-based Services with a mixture of used, refurbished, and new equipment at Provider's sole discretion. Customer acknowledges that Provider's ability to provide services to Customer and fulfill its obligations under this Agreement depend upon Customer's timely participation and delivery of required materials and information. Customer shall be solely responsible for any delays caused as the result of Customer's failure to participate timely as required or to timely deliver materials or information, and shall be responsible for any additional expenses incurred as the result of such delay. Provider shall be entitled to rely on all oral and written orders and instructions issued by Customer, its employees or agents, including, without limitation, instructions to initiate work and/or perform work and incur expenses on Customer's account.

Unless otherwise specified, all software licenses are for a period of one (1) year. Maintenance coverage is during normal business hours (Monday - Friday 8AM to 5PM local time) and shall be maintained exclusively by Provider (or will be subject to additional charges). Maintenance coverage shall only cover the specific equipment, users, and scope of work as outlined in the agreement. Unless otherwise included, all non-labor costs, including hardware, software, accessories, and consumables are not covered by this Service Agreement. Maintenance coverage does not include any damage from physical breakage or acts of nature. For covered equipment, Provider may replace any broken equipment with other used equipment as Provider deems necessary. Customer understands that the maintenance provisions of this agreement will be limited on any EOL (End of Life) products. The maintenance on any EOL equipment will be limited to Provider's best efforts. In the event that Provider cannot fix an issue with an EOL product, the Customer may (1) pay to upgrade that portion of the solution or (2) abandoned that portion of the solution. Any adds, moves, and changes will be billed to the customer. The Customer shall be solely responsible for the content of any information passing through the network and Provider shall not be responsible for any control of said content. Any service provided beyond the scope of this agreement will be billable to the Customer on a time and materials basis. On-site services are billed "portal-to-portal". The hourly charges for on-site service begins when a billable staff member leaves the Provider Office and ends when that member finishes on-site. Operational hours for our hosted system are from 5AM to 10PM Central Time. After 10PM and through 5AM is reserved for maintenance, repairs and backup procedures. During the operational hours we guarantee a 99.9% uptime each month. All customer data on our servers is backed up each night. If Customer only use Provider for hosted solutions the Customer will be billed extra for help with the customer's equipment. Any application support which falls outside of our standard applications supported will be billed in addition.

If any of the services provided by Provider are of lesser quality than agreed, Customer will contact Provider via Certified letter of the problem and desired outcome. Provider will have 30 days from receipt of the letter to bring the quality of service back to its agreed level. If for any reason Provider cannot resolve said issues within 30 days and a mutually acceptable plan for resolve is not reached then the customer will have the recourse of reducing the portion of the monthly payment associated with the affected service(s) that are lacking in quality by 20% until said services are brought back to the agreed level. The Customer understands that the underlying portions of this agreement for the equipment and labor for initial deployment are non-cancelable regardless of any other changes or issues with other services provided by Provider.

The Managed Services rate(s) is based on rate(s) and tariff(s) as provided by Provider and Provider's underlining vendor(s). Should any vendor rate(s), element(s), or other costs for Provider increase during the contract period, Provider may increase the rate Provider charges to the customer in an amount equal to 1.3x the underlying cost increase ("Provider Rate Increase"). In any event, all services are subject to a minimum five percent (5%) annual increase ("Minimum Increase"). The total annual increase shall not exceed the greater of the Provider Rate Increase, the Minimum Increase, the Consumer Price Index rate of inflation (specifically the CPI-U), and twenty percent (20%). Notwithstanding the foregoing, in the event of any change in applicable law, regulation, decision, rule or order that materially affects Provider's ability or cost to provide the Service, Provider may modify this Agreement (and any services or rate of services provided hereunder) upon prior written notice to Customer. Customer agrees to pay all rate increases.

At the end of the term of this Agreement the services and payment shall renew for 1 year and will continue to renew in 1-year increments until canceled by either party with a 90-day written notice to the other party. Upon termination the Customers may (1) Relinquish the equipment owned by Provider or (2) Enter into a new contract with Provider for continued services. In order for the Customer to have uninterrupted services, Provider may have to enter into underlying contracts for software, licensing, services, subscriptions, pre-purchased products, or other underlying products and services (collectively referred to as "Contracts"); upon termination the Customer agrees to be responsible for any Contracts which extend beyond the termination date by either (1) moving them into the Customer's name or (2) by paying the termination associated with those Contracts. Regardless the Customer will be responsible to pay Provider for 1 month of service beyond the termination date to provide continuity of services for the customer and allow ample time for Provider to terminate any underlying services and remove all equipment and software.

If a service of this agreement is terminated (in whole or in part) prior to the term of the contract the customer will be subject to early termination charges equal to one hundred percent (100%) of the monthly recurring charges times the number of months remaining. Customer agrees to pay all such Early Termination Charges within 30 days of customer's notice of termination or immediately upon receipt of specified invoice by Provider and Customer agrees that transitional services or information shall be provided by Provider until the Early Termination Charges have been paid. All requests to terminate services must be submitted in writing to Provider 90 days prior to the termination effective date.

Customer agrees not to establish or retain any security interest in any equipment provided as a part of this Agreement and consents to the assignment of the equipment to the appropriate leasing entity if applicable. Customer consents to the assignment of this contract by Provider to any other entity without Customer's further consent.

IT·VOICE®
Technology Simplified
Managed IT • VoIP • Internet • Cloud

4260 Cahaba Heights Court, Birmingham, AL 35243 | 1-804-IT-Voice

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

RE: Letter of Agency/Authorization

March 1, 2024

To whom it may concern:

We have on this date, entered into a contractual agreement in which Slappey Communications, DBA IT Voice is to act as our main communications provider and representative. We hereby authorize Slappey Communications, DBA IT Voice to contact our organization's local/long distance service, data, and internet provider(s) as needed to obtain customer service records (CSR), facility records, call/usage details, and billing information. In addition, also as needed, to represent our company with entities that allow our telephone numbers to be "white-listed" as valid and official telephone numbers for our organization. This would also include other telecom carriers to file record of "white-listing" registrations for the purpose of minimizing the rejection of our organization's phone calls to other parties as what the industry considers as SPAM calls. However, this authorization does not preclude City of Jarrell from acting on its own behalf when necessary.

Authorized Name (Please Print)	Federal Tax ID
Signature	Title

March 1, 2024

Thank you for your consideration of services to be provided by IT Voice. We like to say that we provide "world-class technology, with home-town service." That statement reflects not only our approach toward service, but also our local presence. We are located only a few minutes away just down the road in Taylor, Texas. We provide services for the City of Taylor and City of Elgin; and we look forward to the opportunity of working with the City of Jarrell.

We are including a total of four (4) quotes, summarized as follows:

- **Managed Services (Guardian Platinum IT Support– 60 months)**
  1. **City of Jarrell: $4,128.17/month (see Quote HQ240229.234v2)**
  2. **Jarrell Police Department: $2,371.41/month (see Quote HQ240229.235v2)**
- **IT Equipment/Projects:**
  3. **Jarrell Police Department: New Location Equipment - $34,652.32 (Quote #769)**
  4. **City of Jarrell: Server and Network Equipment - $33,418.46 (Quote #823)**

The complete package of services and projects includes:

- **IT end user support for City Hall and PD locations**
- **IT Infrastructure and Build-out - Servers, Switches, Firewalls, Data Backups, Power Units, and Wireless (PD) Equipment**
- **Website Conversion from .com to .gov**
- **Microsoft 365 Licensing for City Hall, PD, and other city offices that are under the City of Jarrell Microsoft accounts (e.g., Jarrell EDC, Jarrell Public Works).**

The equipment quoted addresses needs for data security, storage, organization, and compliance. We are including two (2) firewalls, one for each entity (*City and PD*), to set up separate networks to ***meet CJIS requirements/standards.*** This will additionally meet the need for having a firewall at each location as PD relocates to the new facility. The firewalls provide protection to your network and data from unwanted threats while allowing the flow of authorized access and cleaned network traffic. Each firewall service bundle includes threat protection, cloud management tools, log retention, hardware warranty, and ongoing security updates and support to keep the device up to date.

The Data Backups (BDR) solution includes new hardware with capacity up to 4TB, and automated redundant backups in secure cloud datacenter(s). The local storage device maintains data and allows for immediate file recovery when files are deleted, accidentally or otherwise. Then, data is also backed up to secure cloud data centers for redundancy offsite. ***Data Encryption is FIPS140-2 compliant & remains encrypted at rest.*** Key is available only on the appliance local to the PD network.

Microsoft 365 includes all the apps and services for businesses such as Microsoft Teams for online meetings, and easy integration with office applications such as Outlook Mail, Word, Excel, PowerPoint, and more. Email will have additional Spam and Anti-Phishing email filtering for more security against

fraudulent and ransomware attacks. Additionally, all your email is archived and backed up, so even deleted emails can be recovered for up to 1 year.

Managed Services / IT Support

Data Service Package – Guardian Platinum – Qty 23 (*City of Jarrell - 13; Jarrell PD - 10*)

- Guardian MSP Platinum Support Services (*see Guardian Platinum section below for list of support services included*)
- BDR Backup Service (Server): Datavault 4TB for each entity, New Local Hardware, Instant File Recovery (via Help Desk support), and Redundant offsite cloud backups
- Office 365 Business Premium
- Office 365 Backup
- Email Spam and Anti-Phishing Filter
- Antivirus and EDR
- SOC (Security Operations Center) Monitoring
- Security Awareness Training

Other Microsoft 365 Licensing (27 Total Other)

These are additional Microsoft accounts that are listed <u>under the City of Jarrell - Microsoft Master account</u> (please see full list at end of this document). The licenses and IT Voice support for these licenses is included under City of Jarrell IT support costs.

- 4 - Office 365 Business Premium (+2 with Project Plan 3)
- 6 - Office 365 Business Standard
- 16 - Office 365 Business Basic
- 1 - Office 365 E3
- All 27 licenses above include:
    - 27 - Office 365 Backup
    - 27 – Email Spam Filter
    - 27 – Antivirus and EDR

Other Data Services:

- 1 – Breach Prevention Training (up to 50 users)

<u>Included in Guardian Platinum Services:</u>

- 24/7 Remote Support
- 24/7 Onsite Support (after Remote troubleshooting)
    - IT Support Team ranging from Tier 1 to Tier 4
    - Remote access is enabled for behind the scenes support to minimize disruption

- Guardian Platinum PC/User Support, including:
    - OS patching and alerting
    - Next-Generation Antivirus/Anti-ransomware
    - Endpoint Detection and Response
    - Security Operations Center Threat Hunting
    - Office 365 Licensing
    - Email Backup and Archiving
    - Spam/Anti-Phishing Inbound and Outbound Filter
    - Documentation of all Hardware and Software assets
- Network Equipment Monitoring
- Guardian Server Support & Monitoring

Please Note: More details and official terms provided in the formal quotes. Projects for adding new equipment will be billed as Time and Materials for the products and the installation.

Appendix A – City of Jarrell - Microsoft Licenses

Display name	User principal name	First name	Last name	Licenses
Art Rodriguez	a.rodriguez@cityofjarrell.com	Art	Rodriguez	Microsoft 365 Business Basic
EDC - Barry Cryer	bcryer.edc@cityofjarrell.com	Barry	Cryer	Microsoft 365 Business Basic
EDC - Ryan Phillips	rphillips.edc@cityofjarrell.com	Ryan	Phillips	Microsoft 365 Business Basic
EDC - Thomas Hertel	thertel.edc@cityofjarrell.com	Thomas	Hertel	Microsoft 365 Business Basic
EDC - Toni Hicks	thicks.edc@cityofjarrell.com	Toni	Hicks	Microsoft 365 Business Basic
EDC - Wayne Cavalier	wcavalier.edc@cityofjarrell.com	Wayne	Cavalier	Microsoft 365 Business Basic
Jarrell EDC	edc@cityofjarrell.com	Jarrell	EDC	Microsoft 365 Business Basic
Public Works	publicworks@cityofjarrell.com	Public	Works	Microsoft 365 Business Basic
PZ - David Bryson	Dbryson.pz@cityofjarrell.com	David	Bryson	Microsoft 365 Business Basic
PZ - Eli Hernandez	ehernandez.pz@cityofjarrell.com	Eli	Hernandez	Microsoft 365 Business Basic
PZ - J.B. Stockton	jstockton.pz@cityofjarrell.com	J.B.	Stockton	Microsoft 365 Business Basic
PZ - Jason Oliver	joliver.pz@cityofjarrell.com	Jason	Oliver	Microsoft 365 Business Basic
PZ - Sally Medford (Kandler)	skandler.pz@cityofjarrell.com	Sally	Medford	Microsoft 365 Business Basic
JPD Officer Micah Underwood	M.Underwood@cityofjarrell.com	Micah	Underwood	Microsoft 365 Business Basic
Charles Kimble	C.Kimble@cityofjarrell.com	Charles	Kimble	Microsoft 365 Business Premium
Chief South	p.south@cityofjarrell.com	Patrick	South	Microsoft 365 Business Premium
Chris Stahl	c.stahl@cityofjarrell.com	Chris	Stahl	Microsoft 365 Business Premium
Christi Herring	c.herring@cityofjarrell.com	Christi	Herring	Microsoft 365 Business Premium
Council Place 5	d.islas@cityofjarrell.com	Daniel	Islas	Microsoft 365 Business Premium
Danielle Singh	d.singh@cityofjarrell.com	Danielle	Singh	Microsoft 365 Business Premium
Debbie Teinert	d.teinert@cityofjarrell.com	Debbie	Teinert	Microsoft 365 Business Premium
Development	development@cityofjarrell.com			Microsoft 365 Business Premium
Jordan Moyer	j.moyer@cityofjarrell.com	Jordan	Moyer	Microsoft 365 Business Premium
Mark Moore	m.moore@cityofjarrell.com	Mark	Moore	Microsoft 365 Business Premium
Mayor Patrick Sherek	p.sherek@cityofjarrell.com	Patrick	Sherek	Microsoft 365 Business Premium
Permits	permits@cityofjarrell.com			Microsoft 365 Business Premium
Planner	planner@cityofjarrell.com			Microsoft 365 Business Premium
Sabra Davis	s.davis@cityofjarrell.com	Sabra	Davis	Microsoft 365 Business Premium
Dianne Peace	d.peace@cityofjarrell.com	Dianne	Peace	Microsoft 365 Business Premium
Giselle Muniz	g.muniz@cityofjarrell.com	Giselle	Muniz	Microsoft 365 Business Premium
Mike Eubank	m.eubank@cityofjarrell.com	Mike	Eubank	Microsoft 365 Business Premium
Officer Noblitt	t.noblitt@cityofjarrell.com	Travis	Noblitt	Microsoft 365 Business Premium
Council Place 2	j.seidel@cityofjarrell.com	Jeff	Seidel	Microsoft 365 Business Premium
Officer Estrada	a.estrada@cityofjarrell.com	Amy	Estrada	Microsoft 365 Business Premium
Officer Greger	r.greger@cityofjarrell.com	Ryan	Greger	Microsoft 365 Business Premium
Officer Romero	j.romero@cityofjarrell.com	Jeremi	Romero	Microsoft 365 Business Premium
Officer Tercero	A.Tercero@cityofjarrell.com	Abraham	Tercero	Microsoft 365 Business Premium
Officer Walenta	j.walenta@cityofjarrell.com	Josh	Walenta	Microsoft 365 Business Premium
Wastewater Plant	wastewater@cityofjarrell.com	Wastewater	Plant	Microsoft 365 Business Premium
Council Place 1	d.klepac@cityofjarrell.com	Daniel	Klepac	Microsoft 365 Business Standard
Council Place 3	t.clawson@cityofjarrell.com	Tanya	Clawson	Microsoft 365 Business Standard
Council Place 4	r.bryson@cityofjarrell.com	Rusty	Bryson	Microsoft 365 Business Standard
JPD Admin	pdadmin@cityofjarrell.com	PD	Admin	Microsoft 365 Business Standard
JPD Reserve Officer Robert Gordon	r.gordon@cityofjarrell.com	Robert	Gordon	Microsoft 365 Business Standard
Traci Anderson	t.anderson@cityofjarrell.com	Traci	Anderson	Microsoft 365 Business Standard
City of Jarrell	scanner@cityofjarrell.com	Scanner		Microsoft 365 E1
City Manager	citymanager@cityofjarrell.com			Microsoft 365 Business Premium+Project Plan 3
Officer Korn	p.korn@cityofjarrell.com	Pacer	Korn	Microsoft 365 Business Premium+Project Plan 3
Body Cam	bodycam@cityofjarrell.com	Body	Cam	OneDrive for business (Plan 2)
Digital Evidence	digitalevidence@cityofjarrell.com	Digital	Evidence	OneDrive for business (Plan 2)

IT·VOICE®

Technology Simplified

IT Infrastructure for PD

Quote # 000769
Version 1

Prepared for:

Jarrell Police Department

Patrick South
p.south@cityofjarrell.com

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Products

Description	Price	Qty	Ext. Price
Dell PowerEdge R550 CTO - Dual Intel Xeon Processors - 128GB RAM - 4 x 1.92TB SAS SSD - Windows Server 2022 OS - 10 x Windows Server User CALs - Dual Power Supplies - 3 Year NBD Support Warranty 	$16,818.78	1	$16,818.78
Dell EMC SmartUPS 2700W Rackmount UPS 120V Input NEMA L5-30 / Output 6 x NEMA 5-15, 2 x NEMA 5-20 	$2,615.38	1	$2,615.38
APC Rack PDU - NEMA 5-15 Input - 14 NEMA5-15 Outlets	$343.08	1	$343.08
Meraki 48 Port PoE Switch with 5 Year Subscription License	**$4,933.45**	**1**	**$4,933.45**
Meraki MX75 Security Appliance Bundle with 3 Year Security Subscription License	**$2,534.69**	**1**	**$2,534.69**
Dell 42U EMC NetShelter Rack Enclosure - Black 	$2,423.08	1	$2,423.08
Ubiquiti UniFi 6 Professional Dual Band 802.11ax Wireless Access Point - Indoor - 2.40 GHz, 5 GHz - 1 x Network (RJ-45) - Gigabit Ethernet - 13 W - Wall/Ceiling Mount	$244.62	3	$733.86

Subtotal: **$30,402.32**

Labor

Description	Price	Qty	Ext. Price
Project Labor - Fixed Fee - Equipment Configuration and Installation Installation of New Equipment and Move for New Location • Move network patch panel to new server room. • Install network rack • Install and confirm firewall • Install and confirm new server • Install and confirm wireless access points	$4,250.00	1	$4,250.00

Subtotal: **$4,250.00**

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IT Infrastructure for PD

Prepared by:

IT Voice

Trent Gresh
737-837-1001
trent.gresh@itvoice.com

Prepared for:

Jarrell Police Department

161 Town Center Blvd
Jarrell, TX 76537
Patrick South
(512) 667-1307
p.south@cityofjarrell.com

Quote Information:

Quote #: 000769

Version: 1
Delivery Date: 02/29/2024
Expiration Date: 03/20/2024

Quote Summary

Description	Amount
Products	$30,402.32
Labor	$4,250.00
Total:	**$34,652.32**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Jarrell Police Department

Signature: _____

Name: Patrick South

Date: _____

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

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4260 Cahaba Heights Court, Birmingham, AL 35243 | 1-804-IT-Voice

Agreement

Quote HQ240229.235
March 1, 2024

New Location (191 Town Center Blvd.)

Miscellaneous

Qty	Description
1	DataVault 4TB Data Backup Solution - Local Device and Cloud Backup - 10 Daily Snapshots, 3 Weekly, and 1 Monthly - Fully Managed

Non-Location Items

Data Services Package

Users	Description
10	Guardian Platinum

- Antivirus and EDR
- Email Spam Filter
- Anti-Phishing Email Filter
- Guardian MSP Gold - Server
- Office 365 Backup
- SOC (Security Operations Center) Monitoring
- Email Archiving

Other Data Services

Qty	Description
1	Breach Prevention Training up to 50 users
10	Office 365 Business Premium (does not include migration)

Term:	**60 months**
Security Deposit:	**$2,371.41**
Monthly Payment:	**$2,371.41**

Print Name	Signature	Date

Slappey Communications, LLC, a Texas limited liability company ("Slappey"), IT Voice as Slappey's dba, and/or its affiliates (together, the "Provider") will provide the monthly services as set forth herein.

Any cost saving estimates which have been given are not guaranteed or implied. Price is based on use or trade-in of existing cable and communications equipment when appropriate. Prices are for informational use only and are subject to change until approved by both parties. All consideration under this Agreement, is exclusive of any sales, transfer, value added, goods or services tax, fees, surcharges, or other gross receipts based tax imposed against or on products and services ("Taxes") by Provider hereunder and such Taxes will be added to the consideration where applicable. The Customer shall be responsible for any such Taxes and shall either (i) remit such Taxes to the Provider or (ii) provide Provider with a certificate or other acceptable proof evidencing an exemption from liability for such Taxes. In the event the Provider fails timely to invoice Taxes on taxable goods or services covered by this Agreement, the Provider shall notify Customer, in a timely manner from the time of discovery and Customer shall remit such Taxes to Provider.

Provider is not responsible for any issues or lack of functionality due to the failure of the internet, voice carrier, local network, firewalls and switches, software, or any other services provided by a third party (or the Customer) that are necessary for the function of the system or features of the system (i.e. AT&T, Spectrum, Windstream, CenturyLink, inhouse IT Person, IT Company, Software provider, etc.). Any time spent working to resolve a problem such as these will be billable to the Customer.

Customer recognizes that HIPAA, PCI, and other regulatory compliance are exclusively the Customer's responsibility. Customer will advise Provider of any compliances necessary for the operation of their business and Provider will work with the customer to assist the Customer in meeting those requirements through the proper installation and maintenance of the technology solutions and Customer will validate that the deployment and use of the technology meets the required compliances. Due to faxing being outdated, any lines used for faxing are best effort and not guaranteed to work. Any call recording services will have the recordings available for 30 days unless stated otherwise. Any benefits, discounts, preferential treatment, pre-underwritten, fast tracked, etc. afforded to Customer by third-parties as a result of this contract are in no way guaranteed by Provider but are merely as a convenience to Customer and Provider will have no responsibility to Customer if the advantage is changed or eliminated by the third-party.

Confidentiality & Non-exclusivity. Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. This Agreement shall not preclude PROVIDER from providing services to others which may result in computer programs techniques, products and documentation which are competitive, whether or not such materials are similar to materials developed by PROVIDER pursuant to this Agreement. PROVIDER does not convey nor does Customer obtain any right in the programs, systems, data or materials utilized or provided by PROVIDER in the performance of this Agreement (together with, but not limited to, their source codes and related documentation and instructions); provided, however, that Customer shall have a perpetual, royalty-free license to use for Customer's internal business purposes any and all programming deliverables described on the applicable SOW and/or SA from and after full payment to PROVIDER of all amounts due under such SOW and/or SA. PROVIDER shall hold all right, title, and interest in and to all techniques, methods, ideas, products, and programs developed by it in connection with the performance of the Agreement.

All invoices are invoiced in advance and payments are due net 10 unless otherwise agreed to in writing. The Provider may provide one or more invoices for the services and such invoices may be issued by any combination of Slappey and its affiliates. Unpaid services may be disconnected with a 5-day notice. Payments made by the customer will be applied to the oldest invoice first. In the event the customer has an invoice on account which remains unpaid over 30 days from the billing date, a finance charge of 1.5% per month (18% APR) will be added. Customer agrees to pay all invoices via the online portal and will be subject to additional fees for any paper invoices required. Any billing disputes must submitted in writing by the Customer within 60 days of the date of an invoice, otherwise the Customer waives their right to dispute the invoice.

Environmental Conditions: To ensure satisfactory operation of your Provider equipment, you are responsible to make sure your facility meets the following requirements: (1) Conduit for cabling is already present (if required by building codes) and prices for cabling assumes that the building is equipped with standard drop in (suspended) ceilings (with at least 24" clearance above ceiling grid) and all walls are studded walls with at least 3" clearance on the interior of the walls (any building or areas of the building that have other finishes may require Provider to attach conduit to the walls, floors, or ceiling that may not match existing surfaces in color or texture); (2) Room temperature must be maintained between 60-80 degrees Fahrenheit; (3) Relative humidity not exceeding 75%-non condensing; (4) Normal business lighting; (5) A minimum 20-Ampere - 120 volt AC isolated circuit terminating within six feet of the equipment (duplex type receptacle required) - more may be required for larger installations; (6) A 3' minimum clearance in front of the equipment; (7) Access to "cold water ground" within 10' of the equipment; (8) the demark must be in the same room as the phone equipment (if it is not, then the demark will be extended at the customer's cost). Any damage to equipment caused by the failure of these conditions to be met will fall outside of all agreement and shall be the responsibility of the Customer.

Notwithstanding anything herein to the contrary, Provider shall not be liable to Customer or any other party for any failure of performance if such failure is due to any cause including, but not limited to, fire, vandalism, ransomware/cyber crime, cable cut, storm or other similar occurrences, any government action or any national emergencies, wars strikes or other labor difficulties, supplier failures, or shortages, etc. The total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Services during the six (6) month period preceding the date the claim arises. Provider will have no liability to Customer if technology or human failures cause any disruption to the customer, any injury to persons or property, losses (including any loss of business or data losses), damages, claims or demands of any kind or nature, including, but not limited to, use or inability to use the service or equipment, reliance by any end user or customer on any data provided or obtained through use of the service or equipment, any interruption, defect, error, virus, ransomware, cyber crime, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with this agreement. In no event shall Provider be liable to customer, any end user, or any of their respective employees or agents, or any third party, for any indirect, incidental, special, consequential or punitive damages. Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement. Client is solely responsible for implementing and monitoring appropriate operational and security procedures if such procedures are required by the security procedures and backup requirements selected by Client, and for making appropriate backup copies of all data. A suit, claim, or other action to enforce the terms of this Agreement will be brought exclusively in the state and federal courts of Jefferson County, Alabama. Customer hereby submits to the jurisdiction of that court and waives any objections it may have to that court asserting jurisdiction over Customer or its assets and property. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action against Provider must be filed within one year after such claim or cause of action arose or be forever barred. Provider shall be entitled to attorney's fees and related expenses in the event suit is brought or an attorney is retained to enforce the terms of this Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof. The Customer acknowledges that no representation, promise, inducement, or statement of intention has been made by Provider which is not included herein. If any part of this Agreement, shall be unenforceable, the remainder of this Agreement shall remain in full force and effect.

The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Employee Solicitation. The Customer understands that Provider has substantial expense in terms of time and money spent for the advertising, screening, testing, training, and experience development of its personnel, in addition to, the consequential impact an employee may have on the revenue activity to Provider. Customer agrees not to solicit, hire or otherwise contract with any employee and/or independent contractor of Provider without the expressed written consent of Provider while said employee and/or independent contractor is in the employment or contract of Provider or within one (1) year after leaving employment of Provider. Customer further agrees to indemnify and compensate Provider for liquidated damages that may be suffered by Provider relevant to the impact of their solicitation of the employee. The liquidated damages for breach of this clause shall not be less than $100,000.00.

Each and every obligation of this Agreement is hereby personally guaranteed by the undersigned. The guaranty hereby given is unconditional during its duration and is coupled with an interest in order to induce Provider to enter into this Agreement with the Customer. During the term of this Agreement, every mention of the "Customer" hereinabove shall be applicable as a personal and individual obligation to the undersigned as Guarantor in the event the Customer shall fail to fulfill any such obligation to the Provider.

The Customer further agrees with the additional Terms and Conditions posted at www.itvoice.com.

All Hosted and Cloud based Services only include setup in the cloud and does not include on premise installation unless specifically outlined and any work requested for local installation outside of the scope will be billed at Provider's standard rates. CUSTOMER must provide Provider with all appropriate usernames and passwords required to access network resources (i.e. Administrator usernames and passwords, router telnet passwords) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information when needed. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT PRESCRIBED BACKUP OPERATIONS PERFORMED BY PROVIDER ARE ADEQUATE. Client will immediately notify Provider upon learning of any significant problem with the performance of the network. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network. Client will be solely responsible for performing the day-to-day tasks, if they are applicable or required, associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations. Client will notify Provider within a commercially reasonable time regarding any change in the identity of client's Network Administrator.

The pricing only includes the number of devices and users outlined in the agreement and may not be inclusive of all users, workstations, servers, and network devices in use by the Customer. The Customer will be charged for all applicable users, workstations, servers and network devices provisioned (which may be in increase to the pricing provided). The Customer may add additional devices and users to this Service Agreement, but such adds will be subject to additional one-time and monthly charges.

If a Customer's scope includes one of the GUARDIAN MSP Plans, the following features are included by Service Plan Level.

Silver Plan.
1. 24x7 Remote Monitoring of Servers (stability and performance), Backups (successful completion), Switch/Firewall, and Notification of unusual events (from Event Logs).
2. Microsoft Windows Operating System (OS) Patch Management
3. Anti-Virus Definition Monitoring and Management
4. Customer Support Portal (access to HELP Desk)
5. Monthly Management Reports
6. Remote Help Desk Support Services will be charged $175/hour during Regular Business Hours, and $225/hour After Hours and Weekends (rates are subject to change as determine by provider).
7. On-Site Support Services will be charged $175/hour during Regular Business Hours, and $225/hour After Hours and Weekends (rates are subject to change as determine by provider).

Gold Plan (Inclusive of all Silver level features and the following additional features).
1. Spam & Phishing Email Filtering
2. Disk/Partition Management (it is required that customer purchase a backup solution for all Servers from Provider)
3. Adding and Removing of Users
4. Firewall Management (it is required that Customer purchase a Firewall from Provider)
5. Security Operations Center
6. Remote Help Desk Support Services will be charged $0/hour during Regular Business Hours, $0/hour After Hours and Weekends when High Priority (System Down), and $175/hour After Hours and Weekends when Non-High Priority (System Not Down) (rates are subject to change as determine by provider).

7. On-Site Support Services will be charged $125/hour during Regular Business Hours and $175/hour After Hours and Weekends (rates are subject to change as determine by provider).

Platinum Plan (Inclusive of all Gold level features and the following additional features).
1. Annual Technology Review
2. Remote Help Desk Support Services will be charged $0/hour during Regular Business Hours, $0/hour After Hours and Weekends when High Priority (System Down), and $175/hour After Hours and Weekends when Non-High Priority (System Not Down) (rates are subject to change as determine by provider).
3. On-Site Support Services will be charged $0/hour during Regular Business Hours, $0/hour for Emergency Response/Same Day, $0/hour After Hours and Weekends when High Priority (System Down), and $175/hour After Hours and Weekends when Non-High Priority (System Not Down) (rates are subject to change as determine by provider).

Phone and Remote Support requests will be answered in the order in which they are received. Phone and Remote Support services will be charged with a minimum quarter-hour service call per incident. Beyond the first quarter-hour, charges will accumulate in increments of one quarter-hour. On-Site Support services will be charged with a minimum one-hour service call per visit, plus travel time. Beyond the first hour, charges will accumulate in increments of one hour. Expert Assistance will be provided for basic Operating System (OS) and Application troubleshooting. Basic Operating Systems that are supported are Microsoft Windows Server and Desktop Operating Systems which are active and have not been determined as End of Life by Microsoft. Basic network issues are also supported, such as inability to print to network and/or local printer and loss of network drive shares.

In a co-managed, al la carte, data backup, or other IT services in which the customer retains part of the systems management, the customer may not make any changes to the parts or the solution for which the Provider is responsible to manage. If there are changes which need to be made (including but not limited to software versions, patches, connectivity, configurations, warranties, underlying operating systems, etc.) these changes should be done in coordination with Provider and may results in additional fees. A change made without coordinating with Provider could result in the solutions provided by provider to cease from properly functioning and there may be additional fees in order to restore services.

Customer is required to purchase cyber insurance and it must extend for the duration of the Agreement to reimburse client for Provider services to mitigate any related cyber event. The insurance coverage must be based on the perceived exposure and risk associated with Customer's business. Provider fees include but are not limited to any and all time for technical and customer support at emergency rates, consulting, technical tools, forensic tools, systems, processes and controls to attempt to prevent, remediate and/or eliminate a perceived or active cyber threat. Services required may include but are not limited to support for investigations, technical and legal support, gathering forensic evidence and customer support before during and after the event. Due to the urgency and nature of cyber events, Provider will require a deposit to begin remediation to be applied toward payment of the remediation. Customer is wholly responsible for reimbursing Provider in full for any and all of our services, tools and products for remediation. The Customer accepts full responsibility for any and all payment for time, software, hardware, resources and any other items needed for the mitigation, consulting and support of a cyber event with or without a cyber insurance policy in effect. The Customer will pay Provider within 30 days of an invoice with or without an insurance settlement paid by insurance company to Customer. Provider's payment in full is due by the Customer and payment will not be withheld by Customer under any circumstance.

Provider shall provide the Managed Services outlined on this contract from the "Beginning of Service Date" and continue for the term as first above outlined for consecutive months following the Managed Services "Start Date". All Existing Contracts that are shorter in length shall extend to match the length of this contract. All terms of this contract shall amend the terms of prior contracts as if these terms were originally a part of the prior contract and any terms of this contract shall control any conflicts between the terms of this contract and any prior contracts. The Customer will provide a security deposit in the amount equal to one monthly payment.

TERMINOLOGY:

1. Managed Services "Effective Date" - Date the "Managed Services" agreement was signed.
2. Equipment "Cutover Date" - The date the equipment is installed and functional at the customer location.
3. Managed Services "Beginning of Service Date" - The first of the month wherein Provider begins processing billing for "Managed Services".
4. Facilities "Delivery Date" - The date facility services are delivered to the customer location.
5. Facilities "Cut Date" - The date facility services have been activated and customer telephone numbers have been ported for use on the new service.
6. MSP "Transition Date" - The date MSP Services have been activated and Provider begins providing MSP Services.
7. Managed Services "Interim Service Period" - Time period between "Beginning of Service Date" and Managed Services "Start Date".
8. Managed Services "Start Date" - The first of the month following the completion of the Equipment "Cutover Date," the Facilities "Cut Date," and the MSP "Transition Date." Provider reserves the right to bill the Customer for partial and full services by Provider prior to the "Start Date."
9. "Back Bill" - Invoiced billing to the customer for payment of services not included in the "Managed Services" agreement.

Customer agrees to give Provider remote access to all of the necessary on premise equipment through any of customer's relevant network equipment and services (firewalls, routers, switches, cloud appliances, etc.). Customer acknowledges they will incur additional charges if Provider's remote access capabilities are modified or limited in any way by customer's equipment, services, employees and/or customer's other technology vendors. As a part of Provider's Managed Services solutions, Provider may provide any of the equipment-based Services with a mixture of used, refurbished, and new equipment at Provider's sole discretion. Customer acknowledges that Provider's ability to provide services to Customer and fulfill its obligations under this Agreement depend upon Customer's timely participation and delivery of required materials and information. Customer shall be solely responsible for any delays caused as the result of Customer's failure to participate timely as required or to timely deliver materials or information, and shall be responsible for any additional expenses incurred as the result of such delay. Provider shall be entitled to rely on all oral and written orders and instructions issued by Customer, its employees or agents, including, without limitation, instructions to initiate work and/or perform work and incur expenses on Customer's account.

Unless otherwise specified, all software licenses are for a period of one (1) year. Maintenance coverage is during normal business hours (Monday - Friday 8AM to 5PM local time) and shall be maintained exclusively by Provider (or will be subject to additional charges). Maintenance coverage shall only cover the specific equipment, users, and scope of work as outlined in the agreement. Unless otherwise included, all non-labor costs, including hardware, software, accessories, and consumables are not covered by this Service Agreement. Maintenance coverage does not include any damage from physical breakage or acts of nature. For covered equipment, Provider may replace any broken equipment with other used equipment as Provider deems necessary. Customer understands that the maintenance provisions of this agreement will be limited on any EOL (End of Life) products. The maintenance on any EOL equipment will be limited to Provider's best efforts. In the event that Provider cannot fix an issue with an EOL product, the Customer may (1) pay to upgrade that portion of the solution or (2) abandoned that portion of the solution. Any adds, moves, and changes will be billed to the customer. The Customer shall be solely responsible for the content of any information passing through the network and Provider shall not be responsible for any control of said content. Any service provided beyond the scope of this agreement will be billable to the Customer on a time and materials basis. On-site services are billed "portal-to-portal". The hourly charges for on-site service begins when a billable staff member leaves the Provider Office and ends when that member finishes on-site. Operational hours for our hosted system are from 5AM to 10PM Central Time. After 10PM and through 5AM is reserved for maintenance, repairs and backup procedures. During the operational hours we guarantee a 99.9% uptime each month. All customer data on our servers is backed up each night. If Customer only use Provider for hosted solutions the Customer will be billed extra for help with the customer's equipment. Any application support which falls outside of our standard applications supported will be billed in addition.

If any of the services provided by Provider are of lesser quality than agreed, Customer will contact Provider via Certified letter of the problem and desired outcome. Provider will have 30 days from receipt of the letter to bring the quality of service back to its agreed level. If for any reason Provider cannot resolve said issues within 30 days and a mutually acceptable plan for resolve is not reached then the customer will have the recourse of reducing the portion of the monthly payment associated with the affected service(s) that are lacking in quality by 20% until said services are brought back to the agreed level. The Customer understands that the underlying portions of this agreement for the equipment and labor for initial deployment are non-cancelable regardless of any other changes or issues with other services provided by Provider.

The Managed Services rate(s) is based on rate(s) and tariff(s) as provided by Provider and Provider's underlining vendor(s). Should any vendor rate(s), element(s), or other costs for Provider increase during the contract period, Provider may increase the rate Provider charges to the customer in an amount equal to 1.3x the underlying cost increase ("Provider Rate Increase"). In any event, all services are subject to a minimum five percent (5%) annual increase ("Minimum Increase"). The total annual increase shall not exceed the greater of the Provider Rate Increase, the Minimum Increase, the Consumer Price Index rate of inflation (specifically the CPI-U), and twenty percent (20%). Notwithstanding the foregoing, in the event of any change in applicable law, regulation, decision, rule or order that materially affects Provider's ability or cost to provide the Service, Provider may modify this Agreement (and any services or rate of services provided hereunder) upon prior written notice to Customer. Customer agrees to pay all rate increases.

At the end of the term of this Agreement the services and payment shall renew for 1 year and will continue to renew in 1-year increments until canceled by either party with a 90-day written notice to the other party. Upon termination the Customers may (1) Relinquish the equipment owned by Provider or (2) Enter into a new contract with Provider for continued services. In order for the Customer to have uninterrupted services, Provider may have to enter into underlying contracts for software, licensing, services, subscriptions, pre-purchased products, or other underlying products and services (collectively referred to as "Contracts"); upon termination the Customer agrees to be responsible for any Contracts which extend beyond the termination date by either (1) moving them into the Customer's name or (2) by paying the termination associated with those Contracts. Regardless the Customer will be responsible to pay Provider for 1 month of service beyond the termination date to provide continuity of services for the customer and allow ample time for Provider to terminate any underlying services and remove all equipment and software.

If a service of this agreement is terminated (in whole or in part) prior to the term of the contract the customer will be subject to early termination charges equal to one hundred percent (100%) of the monthly recurring charges times the number of months remaining. Customer agrees to pay all such Early Termination Charges within 30 days of customer's notice of termination or immediately upon receipt of specified invoice by Provider and Customer agrees that transitional services or information shall be provided by Provider until the Early Termination Charges have been paid. All requests to terminate services must be submitted in writing to Provider 90 days prior to the termination effective date.

Customer agrees not to establish or retain any security interest in any equipment provided as a part of this Agreement and consents to the assignment of the equipment to the appropriate leasing entity if applicable. Customer consents to the assignment of this contract by Provider to any other entity without Customer's further consent.

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4260 Cahaba Heights Court, Birmingham, AL 35243 | 1-804-IT-Voice

City of Jarrell Police Department

161 Town Center Blvd.
Jarrell, TX 76537

RE: Letter of Agency/Authorization

March 1, 2024

To whom it may concern:

We have on this date, entered into a contractual agreement in which Slappey Communications, DBA IT Voice is to act as our main communications provider and representative. We hereby authorize Slappey Communications, DBA IT Voice to contact our organization's local/long distance service, data, and internet provider(s) as needed to obtain customer service records (CSR), facility records, call/usage details, and billing information. In addition, also as needed, to represent our company with entities that allow our telephone numbers to be "white-listed" as valid and official telephone numbers for our organization. This would also include other telecom carriers to file record of "white-listing" registrations for the purpose of minimizing the rejection of our organization's phone calls to other parties as what the industry considers as SPAM calls. However, this authorization does not preclude City of Jarrell Police Department from acting on its own behalf when necessary.

Authorized Name (Please Print)	Federal Tax ID
Signature	Title

7. ADJOURN INTO CLOSED SESSION/EXECUTIVE SESSION:

7.1 Closed Executive Session pursuant to Texas Government Code Section 551.074 of the Texas Government Code to deliberate the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: Review of applications for appointments of member(s) of the Jarrell Planning & Zoning Commission.

7.2 Closed Executive Session pursuant to 551.087 of the Texas Government Code to deliberate economic development negotiations regarding Project Lunch Lady.

7.3 Closed Executive Session pursuant to Texas Government Code Section 551.071 for a consultation with the City Attorney: Wholesale Water & Wastewater Contracts.

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

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

7.6 Closed Executive Session pursuant to 551.074 of the Texas Government Code to deliberate the appointment, employment evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, to wit: City Council

Planning and Zoning Commission

§1.06.061

Membership and Organization

5 Member Board Composed of:

3 Registered Voters within City Limits, who have lived in limits for 6 months

2 Allowable from ETJ, who have lived within ETJ for 6 months

The mayor and the council are responsible for appointing the members of the commission. Members shall be appointed by a vote of a majority of the council in open meetings unless otherwise provided by law.

Members shall serve without compensation for their services. Commission members may be removed from office for any reason.

The commission shall select a chairman, vice-chairman, and secretary, and such other officials as deemed necessary from its membership. The chairman will post agendas of meetings in accordance with city ordinances and state laws. The vice-chairman shall perform the duties of the chairman in his/her absence. The secretary shall record minutes of all meetings and submit an original to the city secretary.

The commission may also make rules, regulations, and bylaws for its own government, subject to any ordinance of the city, and it shall not conflict with but shall conform as nearly as possible with those governing the council and shall be subject to approval by the council.

Responsibilities

The commission is responsible to and shall act as an advisory body only to the council and shall perform such duties and exercise such additional powers as may be described by ordinances of the city.

Planning and Zoning Commission

§1.06.061

Terms and Alternates

2 The terms of each of the members is two (2) years and is staggered, except that the respective terms of three (3) of the members of the first appointed commission is one year. Terms end October 31 of each year. All vacancies shall be filled for the unexpired term by the council in the same manner as provided for in the original appointments.

4 The city council is authorized to appoint four (4) or more alternate members of the commission who shall serve in the absence of one or more regular members when requested to do so by the chairman.

Powers and Duties

To make appropriate surveys, investigations, reports, and recommendations relating to community planning and development to the council, and to recommend the approval, disapproval, modification, or rejection of all plans, plats, or replats of land, additions, subdivisions, and properties within the city;

To make plans [and] maps of the whole or any part of the city and of land outside the city located within five miles of the city limits and any other land outside the city, which, in the opinion of the commission, bears a relation to the planning of the city and to make changes in, additions to, and extensions of such plans or maps when it deems the same advisable;

To act with and assist all other municipal and governmental agencies, and particularly the council, in formulating and executing proper plans or maps for municipal development and growth;

To recommend to the council the passage of such ordinances as it may deem necessary to carry out its program;

Planning and Zoning Commission

§1.06.061

Powers and Duties Continued

To recommend to the council approval or disapproval of proposed changes in the city's zoning ordinance and plans, and to make any recommendations concerning any future zoning plans;

To make and adopt a comprehensive community plan for the guidance and control of the future development of the community;

To make studies and recommend to the council plans for clearing the city of slums and blighted areas;

To aid and assist the council in the annual preparation of long-range capital improvement budget, and determination of sources of funds therefor;

To investigate and evaluate the opening, vacating, narrowing, abandoning, or changing the scope, character, and standards for streets, roads, and alleyways within the city's extraterritorial jurisdiction;

Perform such other duties as may be prescribed by ordinance or state law; To function as the city zoning commission and exercise all of those powers and duties permitted by statutes of the state and city ordinances, as each may be amended from time to time.