



Chad Mees, Mayor
Gayle Jones, Council Member
Vickie Cooper, Council Member
Jesse Luna, Council Member
Shelton Gilmore, Council Member
Jackie Ivicic, Council Member

NOTICE AND AGENDA OF A CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS

Notice is hereby given that the City Council of the City of Bartlett, Texas will hold a

Regular Called Meeting

6:00 PM
Monday, May 13th, 2024
Bartlett City Hall
140 W Clark Street, Bartlett, TX 76511

For citizen comments, please contact Brenda Kelley, City Clerk at (municipalcourt@bartlett-tx.us).

CALL TO ORDER, DECLARE A QUORUM, PLEDGE OF ALLEGIANCE, AND INVOCATION

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)

BOARDS, COMMISSIONS, & COMMITTEES PRESENTATIONS, PROCLAMATIONS

1. Cemetery Committee Monthly Update
2. Teinert Memorial Library Board Monthly Update
3. Municipal Development District (MDD) Monthly Update
4. Parks & Facilities Committee Monthly Update

WORKSHOP AGENDA: REVIEW/DISCUSS AND PROVIDE DIRECTION

5. Presentation, update and discussion on possible updates to the Personnel Policy.
6. Presentation, update and direction on the City Pool Summer Schedule.
7. Presentation on the FY 2025 Budget Calendar.

CONSENT AGENDA

(The Consent Agenda includes non-controversial and routine items the Council may act on with one single vote. Any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)

8. Receive monthly department reports:
 - a. City Administrator
 - b. City Secretary
 - c. Municipal Court
 - d. Development Services
 - e. Utility Billing
 - f. Public Works
 - g. Police
9. Approve minutes from the following meeting:
 - a. 04.08.2024 – Regular
 - b. 04.22.2024 – Regular



Chad Mees, Mayor
Gayle Jones, Council Member
Vickie Cooper, Council Member
Jesse Luna, Council Member
Shelton Gilmore, Council Member
Jackie Ivicic, Council Member

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

10. Consideration and possible action to appoint Mayor Pro Tempore.
11. Consideration and possible action to approve Resolution 20240513-01 amending and adopting the Personnel Manual.
12. Consideration and possible action to approve an interlocal agreement with the Lower Colorado River Authority concerning electrical transmission, control and substation facilities.
13. Consideration and possible action to approve Resolution 20240513-02 authorizing the Mayor to execute an agreement with the Texas Water Development Board for funding to finance the construction of improvements to the City's wastewater system.
14. Consideration and possible action to approve Ordinance 20240513-01 authorizing the issuance of \$745,000 City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates Of Obligation, Series 2024.
15. Consideration and possible action to approve the purchase of 3 XL-45P portable radios from Dailey & Wells Communications, Inc. for an amount not to exceed \$7,100.
16. Discussion and action on allowing the City Administrator to close the office for 2 hours every 2nd Thursday to assist with the Central Texas Food Bank food disbursement.

EXECUTIVE SESSION:

In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:

17. §551.086: Public Power Utilities – Competitive Matters
18. §551.074 – Personnel Matters
 - a. to deliberate the evaluation of the City Administrator

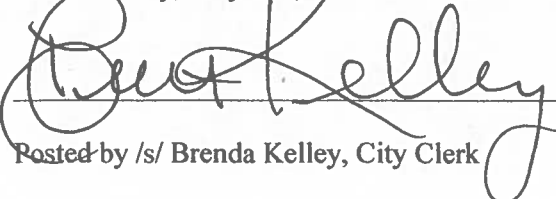
FUTURE AGENDA ITEMS

ADJOURN

All items listed on the agenda are eligible for discussion and/or action. The City Council reserves the right to retire into executive session at any time during the course of this meeting to deliberate any of the matters listed, as authorized by Texas Government 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about gifts and donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) 551.086 (Public Power Utilities) and 551.087 (Economic Development). All final deliberations and actions of the governing body shall be held in an open meeting as required by Texas Government Code 551.102.

I certify this agenda was posted, pursuant to Texas Government Code 551.043, at least 72 hours prior to the commencement of the meeting in accordance with the Texas Open Meetings Act.

Posted Friday, May 10th, at/or before 6:00 P.M.


Posted by /s/ Brenda Kelley, City Clerk

City of Bartlett

Personnel Manual



Table of Contents

Article I. Policy Objective, Applicability, and Dissemination.....	5
Section 1.01. Policy Objective	5
Section 1.02. Applicability	5
Section 1.03. Dissemination of the Manual.....	5
Article II. Principal Provisions.....	6
Section 2.01. Code of Ethics	6
Section 2.02. Organization of Personnel	7
Article III. Applications and Conditions of Employment.....	8
Section 3.01. Equal Employment Opportunity and Americans with Disability Act Policy	8
Section 3.02. Nepotism.....	8
Section 3.03. At Will Employer.....	8
Section 3.04. Disclosure of Potentially Discriminatory Information	9
Section 3.05. General Basis of Employment.....	9
Section 3.06. Application and Pre-Employment Selection.....	9
Section 3.07. Disqualification from Consideration	10
Section 3.08. Appointments.....	10
Section 3.09. Emergency Response Time	11
Section 3.10. Fitness for o Duty	11
Section 3.11. Resignation	11
Section 3.12. Retirement	11
Section 3.13. Requests for Employment Verification	12
Section 3.14. Non-City Occasional and Part-Time Employment	12
Section 3.15. Lay Off	12
Section 3.16. Attire and Grooming Policy	
Article IV. Attendance and Leave.....	13
Section 4.01. Attendance	13
Section 4.02. Hours of Operation	13
Section 4.03. Vacation Leave.....	13
Section 4.04. Sick Leave	13
Section 4.05. Military Leave	14

Section 4.06. Medical Leave Act Leave.....	14
Section 4.07. Parental Leave.....	14
Section 4.08. Emergency and Bereavement Leave	14
Section 4.09. Severe Illness and Debilitating Injury Leave.....	14
Section 4.10. Leave to Attend Voting, Jury Duty, Court Subpoenas	15
Section 4.11. Leave of Absence.....	15
Section 4.12. Absence Without Leave	15
Section 4.13. Quarantine Leave	
Section 4.14. Mental Health Leave	
Section 4.15. Line of Duty Injury/Illness Leave	
Article V. Wages, Salary, and Other Compensation	16
Section 5.01. Pay Period.....	16
Section 5.02. Overtime and Compensatory Time.....	16
Section 5.03. On Call and Standby Pay.....	16
Section 5.04. Lactation Policy.....	
Section 5.05. Lectures, Meetings and Training	16
Section 5.06. Holiday Compensation	16
Section 5.07. Longevity Bonus	17
Section 5.08. Travel Expenses.....	18
Section 5.09. Performance Appraisal System.....	18
Section 5.10. Termination Pay.....	19
Article VI. Benefits and Deductions	20
Section 6.01. Badges and Uniforms	20
Section 6.02. Insurance.....	20
Section 6.03. Retirement	20
Section 6.04. Social Security.....	20
Section 6.05. Unemployment Compensation	20
Section 6.06. Worker's Compensation Insurance.....	21
Article VII. Anti-Abuse Policies	22
Section 7.01. Sexual Harassment Policy	22
Section 7.02. Smoking Policy	23
Section 7.03. Substance Abuse Policy.....	23

Section 7.04. Use of Technology.....	23
Section 7.05. Employee Operation of City-Owned Vehicles	24
Article VIII. Adverse Actions.....	25
Section 8.01. Violations of Policy	25
Section 8.02. Penalties.....	25
Section 8.03. General Violations	25
Article IX. Complaint and Grievance Procedures	28
Section 9.01. General Guidelines	28
Section 9.02. Procedural Steps	28
Section 9.03. Grievances Without Basis.....	29
Appendix 1 - Nepotism Chart	30
Appendix 2 - Classes Of Employees.....	31
Appendix 3 - Fair Labor Standards Act Summary	32
Appendix 4 - Controlled Substance Testing Protocol	33
Appendix 5 - Acknowledgment Of Receipt.....	34

DRAFT

Article I. Policy Objective, Applicability, and Dissemination

Section 1.01. Policy Objective

The principle objective of the City of Bartlett's (the "City") personnel policies, as set forth in the City of Bartlett Personnel Manual (the "Manual"), is to promote professionalism and to provide a fair and equitable system of personnel management. These policies address the City's general overarching policies for personnel management, while providing limited flexibility to resolve issues not specifically addressed herein.

Section 1.02. Applicability

- (a) Notwithstanding federal, State, or other superior law, these policies apply to all officers and employees of the City; and
- (b) The Manual supersedes all policies, expressed or implied, in verbal or written form, and compliance is compulsory; and
- (c) The City reserves all rights to interpret, amend, and revise the Manual when deemed as necessary at the recommendation of the Mayor, and shall be enforceable, subject to the provisions set forth in Section IX, Complaint and Grievance Procedures; and
- (d) Words used in the masculine or feminine form, are used as gender neutral and applicable to either.

Section 1.03 Dissemination of the Manual

- (a) The City Secretary shall maintain a master of the Manual and ensure each Department Head maintains a current and verbatim copy of same; and
- (b) Each Department Head shall:
 - (i) cause each employee to receive a copy of the Manual, and to sign an acknowledgment indicating such receipt; and
 - (ii) inform each employee that they are responsible for being familiar with and accountable to the policies set forth herein and all subsequent changes; and
 - (iii) ensure changes are properly posted in the department's master copy, and that all department officers and employees are made aware of changes to the Manual; and
- (c) All officers and employees are responsible for becoming familiar with the Manual and have a right to review the master Manual, during the City's normal business hours.

Article II. Principal Provisions

Section 2.01. Code of Ethics

Officers and employees of the City hold their positions to serve and benefit all the Citizens of the City, and not for obtaining unwarranted benefit in the exercise and performance of their official powers and duties.

Officers and employees must acknowledge that they are representatives of the City and in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. These canons establish the altruistic standards for all officers and employees of the City:

- (a) Officers and employees must strive to uphold the Constitution and laws of the United States, the State of Texas, and the City; and
- (b) Officers and employees must not use, or permit to be used, their official position or duties for personal gain, that of a relative, or any third-party entity; and
- (c) Officers or employees must disclose any interest which may be in conflict, or give the appearance of conflict, with any matter that might come before the City; and
- (d) Officers and employees may not acquire any interest in any venture which is, or may be construed, as being in conflict with their official capacities; and
- (e) Officers and employees must not solicit, accept, give, or promise any thing of value, nor will any officer or employee directly, or indirectly, induce another to solicit, accept, give, or promise any thing of value for personal or political gain:
 - (i) Officers and employees may accept gifts with a token value of less than \$25.00, but must report such acceptance to their Department Head and such report will be noted in the officer or employee's personnel jacket; and
- (f) Officers and employees must be honest, trustworthy, and accountable in all that they say, write, and in all professional relationships; and
- (g) Officers and employees must be committed to accomplishing all tasks in a superior way, and abstaining from all behaviors that may tarnish the image of the City; and
- (h) Officers and employees must be dedicated to providing quality services by being cooperative and constructive, and by making the best and most efficient use of available City resources; and
- (i) Officers and employees must be fair and considerate in the treatment of fellow officers, employees, and Citizens, addressing concerns and needs without bias; and
- (j) No officer or employee may take, acquire, or purchase any property of the City, of any nature or kind whatsoever, for them or any other person; this subsection shall not prohibit any employee from bidding on surplus City property at a properly noticed public auction authorized by the City of Bartlett City Council (the "Council"); and
- (k) Officers and employees must be aware and recognize that policy decisions are ultimately the responsibility of the Council.

Section 2.02. Organization of Personnel

- (a) As the Chief Executive Officer of the City, the Mayor of the City of Bartlett (the “Mayor”) or their designee is responsible for the administration of the personnel program and shall establish policies for the day-to-day management of the City which are consistent with the Manual; and
- (b) The City Administrator shall advise the Council on personnel matters and recommend changes in the personnel policies, rules, regulations, and any other changes which the Mayor may deem necessary; and
- (c) The City Administrator shall serve as the Department Head for department heads, all senior staff officers and employees, and may discipline any employee of the City, up to and including termination, except the Chief of Police and Fire Chief, which the Mayor may discipline, up to and including indefinite suspension without pay; and
- (d) The Council, through the budget process as set forth in Texas Local Government Code, §§ 102 and 141, shall set the compensation of all officers and employees, in consideration of the Mayor's recommendations; and
- (e) The Council, as the quasi-judicial review board, shall serve as the final authority for the City in all disciplinary actions when warranted by the policies set forth in the Manual; and
- (f) Department Heads shall serve as the first level of senior supervision, and are expected to effectively supervise their employees to maintain positive working relationships and to ensure employee compliance with the Manual; and
- (g) Department Heads shall manage their respective department; to that end, and subject to the rights of employees to appeal, Department Heads:
 - (i) shall set the example for all subordinates on behavior and compliance with the Manual; and
 - (ii) may adopt and enforce departmental policies and regulations that are not inconsistent with the Manual or superior law, and are approved by the Mayor; and
 - (iii) shall report on the efficiency of their subordinates to the Mayor; and
 - (iv) shall have the authority to employ, reassign, and terminate employees within their respective departments, subject to the limits of the approved budget and coordination with the Mayor.

Article III. Applications and Conditions of Employment

Section 3.01. Equal Employment Opportunity and Americans with Disability Act Policy

The City is committed to equal opportunities for all and respects and values the diversity among all our officers and employees, and all those with whom we do business, therefore, the City must ensure business activities are free of all forms of discrimination and harassment.

As such, all activities such as hiring, promotions, and compensation of employees, will be conducted without regard to age, color, disability, gender, gender identity or expression, genetics, marital status, national origin, race, religious or political perspective or affiliation, or sexual orientation. These business activities and administration of officer and employee benefit plans comply with all applicable laws.

For qualified people with disabilities, the City makes workplace accommodations that make all efforts to comply with applicable laws, and which the City determines are reasonable and needed for effective job performance.

Where specific age, sex, or physical or mental requirements constitute a necessary or mandatory occupational qualification, appropriate consideration of such factors is permitted.

Any officer or employee who feels they have been discriminated against, should defer to Section IX, Complaint and Grievance Procedures.

Section 3.02. Nepotism

- (a) No person related within the third degree of consanguinity or the second degree of affinity, to the Mayor, any member of the City Council, Department Head, or the hiring authority, shall be employed in or appointed to any office, position, other service, or award of contract (Appendix 1); and
- (b) No person related within the third degree of consanguinity or the second degree of affinity, shall be employed or appointed to positions in the same department; and
- (c) Notwithstanding any superior law, Department Heads who believe an appointment is justified by extraordinary circumstances, may petition the Council for an exception, which must be approved by a two-thirds majority of the Council; and
- (d) Officers and employees are required to notify their department head when a conflict with this section arises; and
- (e) The prohibitions of Sections 3.02(a), (b), and (c) shall not apply to any person who was employed by the City prior to the time of election or appointment of the official related within a prohibited degree.

Section 3.03. At Will Employer

All non-elected officers and employees are hired for an indefinite period of time, and the City, officer, or employee is free to terminate their relationship at will, with or without cause, at any time.

Section 3.04. Disclosure of Potentially Discriminatory Information

In the course of evaluating potential employees and responding to mandatory demographic criteria, employees and applicants may be required to provide personal information. Requests for personal information, as covered under Section 3.01, will only be collected to fulfill mandatory demographic reporting criteria or facilitate City programs.

Such information will be protected according to applicable law, and no appointment to, or removal from, a position with the City shall be directly or indirectly influenced by the misuse of any information requested or obtained for permitted uses.

Employees and applicants may decline to respond; however, such declination may result in the employee or applicant being denied continued employment, consideration, or benefits.

An employee or applicant should defer to Article IX, Complaint and Grievance Procedures, if they believe personal information was used in a discriminatory manner.

Section 3.05. General Basis of Employment

All positions within the City shall be based on work related qualifications:

- (a) Education, training, licenses, certifications, and work experience as listed on the application and applicant provided documentation; and
- (b) Position related written and performance tests; and
- (c) Position related physical examinations and drug panel screening; and
- (d) Appropriate background checks for conviction of crimes involving moral turpitude, felonies, credit history, and moving traffic violations; and
- (e) Reference checks.

Section 3.06. Application and Pre-Employment Selection

- (a) When directed by the Mayor, the City Secretary shall post vacant positions to be filled for no less than two (2) weeks in the official newspaper, or on the City web site, or at City Hall, and/or in other media deemed appropriate by the Mayor and City Administrator; and
- (b) All applications will be accepted and all persons seeking employment will be required to complete and submit an official application to the City Secretary; and
- (c) Application forms will be secured until the filing deadline. The City Secretary shall retain a copy and forward all original applications to the appropriate Department Head; and
- (d) Potentially eligible candidates will be selected from among the applications submitted and the City Secretary shall obtain a basic criminal history, and the Department Head shall check references; and
- (e) If an interview is warranted, the Department Head shall schedule with the candidate; however, offers of employment, formal, conditional, or otherwise, may not be made at the time of the interview; and
- (f) The candidate must present a driving history, copies of applicable licenses and certifications, and other necessary documentation at the time of the interview; and

- (g) After all interviews are taken, if the City Administrator and the Department Head determines that a candidate is acceptable and meets the qualifications of the position, the Department Head may extend a conditional offer of employment and schedule the candidate for any mandated pre-employment physical and psychological examinations; and
- (h) In accordance with the City's Zero Tolerance policies, all candidates who are given conditional offers, must undergo drug panel screenings (see Appendix 4 – Controlled Substance Testing Protocol).

Section 3.07. Disqualification from Consideration

The Mayor, City Administrator, or the Department Head of the applicable department may reject any application, which indicates, on its face, that the applicant:

- (a) does not meet the experience, licensing and certification, and education requirements set forth in the job description; or
- (b) appears to have made false statements on the application or appears to have been deceptive in any manner during the recruitment process; or
- (c) is limited by the provisions of any retirement plan; or
- (d) the applicant refuses to provide mandatory employment information; or
- (e) cannot or will not comply with the City's policies, rules and regulations; or
- (f) the applicant was an officer or employee of the City, in any capacity, or contracted, in any capacity, with the City, within the last year of the date of application.

Section 3.08. Appointments

- (a) Qualified officers and employees shall be given hiring preference; and
- (b) No formal offers of employment are to be extended prior to completion of the entire recruitment process; and
- (c) Upon acceptance of the formal offer of employment, the City Secretary shall coordinate a start date with the new officer or employee to review, verify, and complete all employment records and enrollment forms. The City Administrator shall also give the employee a copy of the Manual and notify the Department Head the new officer or employee is eligible to begin work; and
- (d) Excepting positions requiring licenses or certifications, if no candidate possessing the minimum qualifications, or if no candidate accepts the formal employment offer, the vacant position may be filled by an unqualified applicant at the appropriate pay scale level; and
- (e) Officers and employees who apply for open positions are subject to all the terms and provisioning of that position and are not entitled to retain current compensation.

Section 3.09. Emergency Response Time

All employees who are required to respond to off duty situations, must reside no more than thirty (30) minutes travel time to the City.

Section 3.10. Fitness of Duty

- (a) Department Heads may require an employee to submit to an examination by a City approved physician when it appears that the physical or mental condition of an employee may prohibit the employee from adequately performing the employee's job duties, and may constitute threat or hazard to themselves, other officers, and employees, Citizens, or property; and
- (b) The employee shall be granted administrative leave during the examination and without expense to the employee, for the sole purpose of determining the officer or employee's fitness for duty; and
- (c) The examining physician shall make a recommendation as to whether the officer or employee should be continued in the present position, be considered for a leave of absence, or otherwise not be continued in the present position; and
- (d) The officer or employee shall authorize the physician to disclose the recommendation to the Department Head, who will determine an appropriate response.

Section 3.11. Resignation

- (a) An officer or employee who has reason to leave the employment of the City must give notice to the officer or employee's department head before the effective date of the resignation.
- (b) Such notice may be verbal or in writing.
- (c) No officer or employee may be employed by the City, in any capacity, or contract with the City, for a period of not less than one (1) year following the officer or employee's resignation.

Section 3.12. Retirement

- (a) All regular full-time officers and employees are required to become members of the Texas Municipal Retirement System (the "TMRS"). Accidental death and disability benefits are also incorporated into this retirement plan should an officer or employee become qualified for benefits prior to retirement.
- (b) TMRS provides eligible officers and employees with retirement benefits based on the City's five (5) year vesting plan, with retirement at or after age 60, or at any age after five (5) years of participation in the TMRS plan.
- (c) Funds contributed by the employee may only be withdrawn upon retirement or resignation. Only the employee's contributions, plus interest, if any, are refunded when an employee resigns or retires and elects to withdraw their contribution.
- (d) Full details of the retirement plan are outlined in the TMRS Handbook.

Section 3.13. Requests for Employment Verification

- (a) Information regarding the employment of all current and former City officers and employees, must be made by written request to the City Secretary Administrator or Chief of Police.
- (b) In the absence of a written release signed and witnessed therefor by the current or former officer or employee, only the following information may be released:
 - (i) The dates the officer or employee began and ended employment with the City; and
 - (ii) The officer or employee's beginning and ending salary or wage rates; and
 - (iii) The positions held by the officer or employee while employed by the City; and
 - (iv) As permitted under Texas Labor Code § 103, the Department Head may respond to requests from a prospective employer regarding performance of a current or former officer or employee.

Section 3.14. Non-City Occasional and Part-Time Employment

- (a) Officers and employees shall consider their employment with the City as the officer or employee's primary employer; and
- (b) Department Heads shall approve occasional and part-time employment, whether voluntary or compensated, if the work does not constitute a conflict of interest, does not interfere with the officer or employee's normal duties, and does not involve the use of City resources; and
- (c) Injuries and disabilities sustained during occasional and part-time employment, must be reported to the City within seventy-two (72) hours, and may not be covered by the City's benefits program.

Section 3.15. Lay Off

The City may lay off an officer or employee as a result of changes in duties or organization, or lack of work or funds. A two (2) week written notice of impending lay-off shall be given prior to the effective date of the lay-off and no other notice will be necessary.

Section 3.16

The City strives to maintain a workplace environment that functions well and is free from unnecessary distractions and annoyances. As part of that effort, the company requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. Natural hair styles and textures are permitted, but Department heads may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas.

Procedures

All City employees are expected to present a professional, businesslike image to clients, visitors, customers and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the City.

Supervisors should communicate any department-specific workplace attire and grooming guidelines to employees during new-hire orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the employee's immediate supervisor.

Any staff member who does not meet the attire or grooming standards will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

Specific requirements

Certain employees may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. Uniforms and protective clothing may be required for certain positions, which the City will provide.

At the discretion of the department head, in special circumstances, such as during unusually hot or cold weather or during special occasions, employees may be permitted to dress in a more casual fashion than is normally required. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

Reasonable accommodation of religious beliefs

The City recognizes the importance of individually held religious beliefs to persons within its workforce. The City will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for employees. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the City Administrator.

Article IV. Attendance and Leave

Section 4.01 Attendance

- (a) Officers and employees must be present at their designated workplace, and ready to perform assigned duties in accordance with the Manual regarding hours of work, holidays, and leaves; and
- (b) Department Heads shall keep daily attendance records of officers and employees within their department and ensure compliance with the Manual; and
- (c) All approved absences shall be reported on a leave form and turned in with the attendance records each pay period; and
- (d) If an officer or employee expects to be tardy or absent, the officer or employee must notify their supervisor or department head as soon as practical; failure to notify the supervisor or department head may result in disciplinary action.

Section 4.02. Hours of Operation

All general workplaces of the City, will be kept open continuously from 8:00 a.m. until 5:00 p.m., Monday through Friday, except for holiday closures authorized by the City; all other workplace hours of operation will be determined by appropriate policy.

Section 4.03. Vacation Leave

Vacation leave is earned by full-time officers and employees according to the following anniversary schedule:

- (a) First through fifth year anniversary – eighty (80) hours; and
- (b) Sixth through eleventh year anniversary - one hundred and twenty (120) hours; and
- (c) Twelfth plus year anniversary – one hundred sixty (160) hours; and
- (d) The hours earned, will be posted on each anniversary date; and
- (e) No officer or employee may accrue vacation leave in excess of eighty (80) hours. Vacation hours in excess of eighty (80) hours will be forfeited without pay; and
- (f) All other officers and employees may be granted vacation leave without pay.

Section 4.04. Sick Leave

- (a) All full-time officers and employees will be credited eighty (80) hours of sick leave per year; and
- (b) Sick leave will be credited to each full-time officer and employee immediately following successful completion of their initial probationary period, and upon their anniversary date thereafter; and
- (c) Sick leave is not discretionary leave and will only be used for an authorized absence involving an illness or injury, whether personal or involving their child who has not yet attained the age of eighteen (18) years of age and are still attending school; and
- (d) Any absence of an officer or employee involving a claim for sick leave, whether

compensated or not, for more than an officer or employee's standard workday, or carries over to the following day, must be verified by a qualified physician; and

- (e) Officers and employees who consistently use their sick leave as it is credited or who fail to accumulate sick leave are required to submit a doctor's statement in support of the alleged illness or injury; and
- (f) No officer or employee may accrue sick leave in excess of two hundred forty (240) hours. Sick leave hours in excess of two hundred forty (240) hours will be forfeited without pay.
- (g) All other officers and employees may be granted sick leave without pay and are subject to the same verification policies as full-time officers and employees.
- (h) Officers and employees can submit a request to the City Administrator once all vacation leave has been used to convert up to one week of sick leave to vacation leave. This leave must be used before their anniversary date and cannot be rolled over.

Section 4.05. Military Leave

The

City of Bartlett is committed to supporting its employees who serve in the United States Armed Forces and Texas National and State Guard. This policy outlines the provisions for military leave. All employees who are members of the Texas or National Guard or Reserves of the United States Armed Forces are eligible for military leave under this policy. Eligible employees include those who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

Paid Leave & Benefits For Training And Duty:

Full Pay For Up To 15 Days: By Section 437.202, Texas Government Code, employee engaged in active, duty, active, initial or inactive duty for training will receive pay and accrue benefits as if the employee were on the job for the City for up to 120 hours (fifteen workdays) in any one (1) year. The portion of any military leaves of absence over 120 hours per year will be unpaid. The paid leave days may be consecutive or scattered throughout the year.

Active Duty: Employees called to active duty military service under Title 10 of the United States are entitled to a leave of absence for the period of their military service. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USC Section 4301. Exempt employees should be paid for the entire week, if they worked during any portion of the week in which they reported for military duty pursuant to Title 10.

Notice To The City Of Need For Leave

Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Notice of military duty can be oral or written. See DOL regulation 20 C.F.R. § 1002.085 The basic documentation that can be furnished at the time of giving notice of military duty leave may take any format

Section 4.06. Family and Medical Leave Act (FMLA) Leave

The City does not meet the requirements of the Family and Medical Leave Act.

Section 4.07. Parental Leave

- (a) Any employee is entitled to up to six (6) weeks of parental leave without loss of

employment; and

- (b) Parental leave may be taken for the purpose of childbirth, bonding with the newborn, and recovery from childbirth-related medical conditions; and
- (c) Parental leave is not paid leave, except that accrued vacation and sick leave hours may be used concurrently with maternity leave, to offset any loss of pay.

Section 4.08. Emergency and Bereavement Leave

- (a) Full time officers and employees may be granted emergency leave with pay for a period not to exceed three (3) days in case of death, traumatic injury, or severe illness of any member within the second degree consanguinity or affinity; and
- (b) All other officers and employees may be granted emergency leave without pay for a period not to exceed three (3) days in case of death, traumatic injury, or severe illness of any member within the second degree consanguinity or affinity.

Section 4.09. Severe Illness and Debilitating Injury Leave

- (a) A qualified physician's statement that the officer or employee, or a family member within the first (1st) degree of consanguinity or affinity, is unable to return to work or requires constant care, will be required for an employee to be authorized Severe Illness and Debilitating Injury leave; and
- (b) Such leave is without pay, except that vacation and sick leave may be used concurrently to offset any loss of pay; and
- (c) Leave resulting from or necessitated by any cause of severe illness or debilitating injury, will not exceed two hundred forty (240) hours; and
- (d) Any leave in excess of two hundred forty (240) hours constitutes an unusual hardship on the City and may result in termination of employment.

Section 4.10. Leave to Attend Voting, Jury Duty, Court Subpoenas

- (a) All officers and employees will be allowed one (1) hour of paid time to vote in federal, State, or local elections; and
- (b) Officers and employees called to jury duty will be paid, except that any compensation from such jury duty, will be deducted from the officer or employee's pay; and
- (c) Officers and employees called to testify on behalf of the City, will be paid for the actual hours giving such testimony.

Section 4.11. Leave of Absence

- (a) Officers and employees may request leave not otherwise addressed in the Manual; and
- (b) Such leave will be without pay; and
- (c) The City does not guarantee continued employment; and
- (d) Authorized leaves of absence with or without pay, will not exceed two hundred forty (240) hours per annum, except as allowed pursuant to any superior law.

Section 4.12. Absence Without Leave

- (a) No officer or employee may absent them from duty for any amount of time without the

permission of the officer or employee's Department Head; and

- (d) Any such absence will be without pay and will subject the officer or employee to disciplinary action, up to and including termination.

DRAFT

Section 4.13 Paid Quarantine Leave Policy

(a) The City hereby adopts this paid quarantine leave policy for fire fighters, peace officers, detention officers, and emergency medical technicians who are employed by, appointed by, or elected to the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

(b) **Definitions:**

“Detention officer” means an individual appointed or employed by the City and whose job responsibilities include the care and custody of individuals incarcerated in the municipal jail.

“Emergency Medical Technician” means an individual who is employed by the City and certified as an emergency medical technician under Chapter 773, Health and Safety Code.

“Firefighter” means a paid employee of the City’s Fire Department who: (a) holds a position that requires substantial knowledge of firefighting; (b) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and (c) performs at least one of the following functions: (i) fire suppression; (ii) fire prevention; (iii) fire training; (iv) fire safety education; (v) fire maintenance; (vi) fire communications; (vii) fire medical emergency technology; (viii) fire photography; (ix) fire administration; or (x) fire arson investigation.

“Health Authority” means a physician appointed by Williamson County to administer state and local laws relating to public health within the City's jurisdiction.

“Paid quarantine leave” means: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the City; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.

“Peace officer” means police officers licensed by the Texas Commission on Law Enforcement and employed by the City.

(c) **Quarantine Leave**

A City firefighter, peace officer, detention officer, or emergency medical technician who is ordered to quarantine or isolate by a health authority due to a possible or known exposure to a communicable disease while on duty is entitled to receive paid quarantine leave for the duration of the leave.

(d) **No Reduction in Compensation and Benefits**

The City will not reduce a firefighter’s, peace officer’s, detention officer’s, or emergency medical technician’s sick leave balance, vacation leave balance, holiday leave, balance, or

other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

Section 4.14 Mental Health Leave Policy

This policy is intended to provide paid mental health leave to the City's eligible firefighters, police officers and emergency responders who experience a traumatic event in the scope of their employment.

Full-time, licensed peace officers, paid firefighters and emergency responders (including dispatchers) are eligible to request mental health leave.

An eligible peace officer or paid firefighter shall be entitled up to three (3) days of paid mental health leave per calendar year, based on a traumatic event experience within the scope of employment. Mental health leave shall not accrue.

A traumatic event means exposure to actual or threatened death, serious injury or sexual violence which is experienced by a peace officer or paid firefighter in the scope of the officer's or firefighter's duties by:

1. directly experiencing the event;
2. witnessing, in person, the event as it occurred to others; and
3. experiencing repeated or extreme exposure to aversive details of the event.

Traumatic events may include, but are not limited to, the following:

1. Incidents involving multiple casualties which may include shootings, traffic accidents or major disasters, including weather related events.
2. Line of duty death or suicide of a department member.
3. Officer(s) involved shooting of a person.
4. Response to or investigation of a death of an individual involving violence or neglect.

Stressful events (*e.g.*, death of a loved one, divorce) not involving an immediate threat to life or physical injury in the scope of an officer's or firefighter's duties are not considered a traumatic event for the purposes of this policy.

To use leave, an eligible peace officer or firefighter must submit a written request to his or her supervisor or the highest administrative officer of the Police Department or Fire Department:

1. within three (3) days after experiencing a traumatic event in the scope of employment;
or
2. if directed by a mental health professional.

The City shall keep requests for mental health leave and any medical information related to mental health leave under this policy confidential, except when disclosure is required to effectuate the leave or is required by law. The request to take leave shall be maintained in a file separate from the

employee's general personnel file.

An eligible peace officer's or firefighter's pay or accrued paid leave balance, including sick leave, vacation leave, holiday, or other paid leave, shall not be reduced for using mental health leave in accordance with this policy.

List of Mental Health Services in or serving Bartlett area:

Crosspoint Counseling
104 W. 4th Street
Taylor, TX 76574
512.352.3207
dvolek@cross-pointcounseling.com

Garner Counseling and Wellness
325 N. Main St.
Belton, TX 76513
(254)933-2273
wellness@gardnercounseling.com

Community Counseling Center
515 N Penelope St
Belton , TX 76513
(254) 933-3306
cccenter1@sbcglobal.net

Section 4.15 Line of Duty Injury Leave

Line of duty injuries for paid Police, Fire and EMS shall be managed in accordance with Texas Local Government Code Chapter 177A. Paid Police, Fire and EMS workers who sustain a line-of-duty injury shall be provided with a leave of absence at full pay for a period commensurate with the nature of the line of duty illness or injury for up to one year from the date of injury. Full pay will be provided as Temporary Income Benefits received by the employee from the City's Worker's Compensation Insurance provider plus a supplemental wage to equal the employee's regular rate of pay at the employee's regular schedule. Full pay under this section does not include overtime, even if regularly incurred when the employee is actively working. At the end of the leave of absence, the City Council may extend the leave of absence at full or reduced pay in response to a request by the employee.

1. In the event the employee is temporarily disabled by a line of duty injury or illness and requires additional leave beyond the leave of absence and any extension granted by the City Council has expired, the person may use accumulated sick leave, vacation time and other accrued benefits before the employee shall be placed on temporary leave. Another firefighter, police officer or EMS employee, as applicable, may voluntarily do the work of the injured firefighter, police officer or EMS employee so that the temporarily disabled employee continues to receive wages and benefits while on temporary leave. In order to facilitate recovery, Employees on temporary leave are prohibited from working off-duty or ancillary jobs for other employers.

2. If able, a firefighter, police officer or EMS employee may return to light duty while recovering from a temporary disability. If medically necessary, the light duty assignment may continue for at least one year.
3. After recovery from a temporary disability, the employee shall be reinstated at the same rank and with the same seniority the employee held before going on temporary leave.
4. Should the employee be determined to be permanently disabled during any part of this process, and be unable to perform the essential functions of the employee's position with or without an accommodation, the department head --with the approval of the City Administrator /Mayor will make the necessary arrangements for the employee's retirement under the on-the-job disability clause of any coverage provided by the City, including the Texas Municipal Retirement System (TMRS).

DRAFT

Article V. Wages, Salary, and Other Compensation

Section 5.01. Pay Period

- (a) The City shall pay all officers and employees on a bi-weekly basis, beginning on Wednesday, and ending on the second Tuesday following; and
- (b) Salaried officers and employees will be paid an amount equal to their annual salary divided by the number of annual pay periods. Hourly officers and employees will be paid for the hours worked and due compensation; and
- (c) Department Heads must submit, by 12:00 p.m., attendance sheets the Wednesday immediately following the Tuesday ending the pay period, in order for their department officers and employees to receive pay on the Friday following the Tuesday ending the pay period; and
- (d) No officer or employee will be compensated for hours or benefits not earned.

Section 5.02. Overtime and Compensatory Time

- (a) All overtime must be approved by the Department Head. Overtime not approved will subject the officer or employee to disciplinary action; and
- (b) When permitted, one and one-half (1.5) hours shall accrue for all officers and employees electing compensatory time in lieu of overtime pay. When practical, all accrued compensatory time must be taken during the current pay period, otherwise such overtime will be paid, except exempt officers and employees who will forfeit such time and pay.

Section 5.03. On Call and Standby Pay

- (a) An officer or employee who volunteers or is required to remain on-call or standby on the City's premises, is engaged in productive hours; and
- (b) An officer or employee who volunteers or is required to remain on-call or standby at home or who is allowed to leave a message where they can be reached, is engaged in non-productive hours; and
- (c) Officers and employees on-call or standby, will have a response time of no more than thirty (30) minutes; and
- (d) Officers and employees will be compensated according to the City's approved budget.

Section 5.04. Lactation Policy

POLICY STATEMENT

The City of Bartlett supports new parents in our workforce and their choices when it comes to breastfeeding upon their return to work after a baby's arrival, recognizing that breast milk is the optimal food for growth and development of infants. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for up to one (1) year following the birth of a child. The City supports the legal right and necessity of employees who choose to express milk in the workplace.

REASON FOR POLICY

The goals of this Policy include:

- To establish guidelines promoting a work environment that supports breastfeeding at the Bartlett.
- To acknowledge that employees have a right to lactation accommodation.
- To acknowledge the City's obligation to respond to lactation requests from employees.
- To acknowledge the employee's right to file a complaint with the U.S. Department of Labor Wage and Hour Division for any related violation.
- To comply with federal regulations under the Providing Urgent Maternal Protections for Nursing Mothers Act (the "PUMP Act") and other requirements per the Fair Labor Standards Act.

WHO SHOULD READ THIS POLICY

All employees – including all members of the [Leadership / Executive Team], employees inquiring about parental leave, all supervisors and managers, and all new and current employees.

POLICY TEXT

In accordance with the PUMP Act, breastfeeding employees will be provided breaks to express milk during working hours in a lactation space that meets minimum requirements described below. If possible, the break times shall run concurrently with the employee's scheduled break times. However, an employee's scheduled break time may not coincide with the employee's need to lactate or additional time may be necessary. Break times for lactation shall be unpaid only if a non-exempt employee is relieved of all duties and is not interrupted during their break. Exempt employees shall not be docked for such break time.

[With supervisory approval, a non-exempt employee may use personal leave, vacation time, sick leave, comp time, or a flexed work schedule to cover any nonpaid break time].

Section 5.05. Lectures, Meetings and Training

Approved attendance of lectures, meetings, and training programs, will be compensated as productive hours worked.

Section 5.06. Holiday Compensation

The City will observe the following official holiday closure schedule:

New Year's Day (January 1)
Martin Luther King, Jr. Day (Third Monday in January)

President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Fourth Friday in November)
Christmas Eve (December 24)
Christmas Day (December 25)
1 Personal holiday to be used within that year

The following policies apply to all holidays and observances:

- (a) Department Heads shall give their officers and employees the opportunity to observe any holiday while still maintaining essential municipal functions. When not possible, Department Heads will ensure their officers and employees are offered alternative holiday time, which must be scheduled and taken within one (1) week of the holiday, whether before or after the holiday; and
- (b) For City observed holiday closures, full time, non-exempt officers and employees are entitled to receive pay equivalent to their standard workday hours; and
- (c) All other non-exempt officers and employees will be given holidays off without pay; and
- (d) In the event a full time, non-exempt employee of the City is required to perform duties on an official holiday closure and an alternative date is not possible, such officer or employee will be paid holiday pay in addition to actual hours worked; and
- (e) If an official holiday closure falls on a Saturday, the holiday will be observed the preceding Friday. If a holiday falls on Sunday, the holiday will be observed the following Monday; and
- (f) All officers and employees must work on the workday immediately preceding and immediately following a holiday, or will forfeit pay for the observed holiday; and
- (g) Observed holidays falling within a full-time officer or employee's approved leave of absence, will not be charged for the day of approved leave, but will be paid holiday pay instead; and
- (h) An officer or employee desiring to observe a religious holiday not observed by the City, must be afforded preference to all other officer and employee requests for leave.

Section 5.07. Longevity Bonus

All full-time officers and employees employed for at minimum one (1) year are eligible for an annual longevity bonus at a rate of five dollars (\$5.00) for each continuous month of service with the City, up to a maximum of two hundred forty (240) months. The longevity bonus pay will be awarded annually to all then current full-time officers and employees, as a lump sum, and will be included in the first pay period of December.

Section 5.08. Travel Expenses

- (a) All officers and employees will travel and be reimbursed based on the least and most reasonable costs to the City, as determined by the officer or employee, Department Head, and City Administrator.
- (b) All officers and employees who travel to and from approved assignments, and when approved to use their own mode of transportation, will be paid mileage at the then current federal mileage rate, based on the shortest route.
- (c) If required, hotel accommodations will be arranged by the City Secretary. If circumstances dictate, accommodations will be reimbursed upon the submission of a receipt, and based on the lowest and most reasonable rates available as determined by the City Secretary.
- (d) Approved per diem will be paid at the rate of \$30.00 per day, and reduced subject to the following qualifications and per meal rates:
 - (i) Per diem will only be paid if the officer or employee is expected to be displaced from home for more than twenty-four (24) hours; and
 - (ii) Approved meals are those first occurring following the beginning of approved travel as determined by the Department Head:
 - (A) If travel is approved to start after 1000 hours, lunch is the first meal; or
 - (B) If travel is approved to start after 1400 hours, dinner is the first meal; or
 - (C) If travel is approved to start after 1900 hours, breakfast is the first meal; and
 - (iii) Breakfast - \$6.50; and
 - (iv) Lunch - \$10.50; and
 - (v) Dinner - \$13.00.

Section 5.09. Performance Appraisal System

The purpose of the system is to improve productivity, to provide better communications between supervisors and those they supervise, to identify needs for training or other remedial actions among the workers, and to provide the cultivation of skills and abilities. Evaluations are aides and will be:

- (a) completed by the Department Head on the City's approved form; and
- (b) completed at least once each year; and
- (c) completed at any other time an employee is being considered for promotion, is in need of remedial action, or immediately following the conclusion of disciplinary action; and
- (d) used in the consideration of promotion eligibility of officers and employees; and
- (e) used in the consideration of disciplinary actions.

Section 5.10. Termination Pay

All employees who terminate employment with the City will receive all pay which may be due, subject to the following qualifications and exceptions:

- (a) All regular and overtime hours actually worked will be paid at the officer or employee's standard rate of pay; and
- (b) Except for reasons of disciplinary termination, officers and employees will be paid for unused vacation hours, up to eighty (80) hours, at their standard rate of pay; and
- (c) All unused sick leave hours are forfeited when an officer or employee separates from employment, except officers and employees who are laid off for economic reasons of the City, who will be paid for unused sick leave hours, up to eighty (80) hours, at their standard rate of pay; and
- (d) Reductions for amounts the employee owes the City or for substantiated damages resulting from negligent, malicious, or intentional acts of the officer or employee with respect to property or assets of the City.

Article VI. Benefits and Deductions

Section 6.01. Badges and Uniforms

- (a) The City will provide all officers and employees with badges to identify them as official City officers and employees.
- (b) Public Works officers and employees will be provided uniform shirts in order to assure a neat appearance and further identify the worker as a municipal employee.
- (c) Police officers will be provided uniforms in accordance with Council approved budgets.
- (d) Officers and employees provided with uniforms must wear, maintain, and return those uniforms upon separation.

Section 6.02. Insurance

- (a) Life and health insurance are provided to all full time officers and employees through a group insurance policy; and
- (b) This insurance is provided as by the City at no cost to the officer or employee; and
- (c) At the officer or employee's option and expense, dependent insurance coverage is also available; and
- (d) Coverage may be continued with certain limitations consistent with Texas state law. h.

Section 6.03. Retirement

All regular full-time officers and employees are required to become members of the Texas Municipal Retirement System (TMRS). Enrollment shall be accomplished in accordance with the TMRS guidelines. Details of the retirement plan are outlined in the TMRS handbook.

Section 6.04. Social Security

All officers and employees of the City are covered under the Federal Insurance Contributions Act (FICA). This government insurance alleges to provide retirement, disability, and death benefits and are funded through mandatory payroll deductions by the officer or employee and matched by the City.

Section 6.05. Unemployment Compensation

All employees of the City are covered, as applicable, under the State unemployment compensation program. This program provides payments for unemployed workers in certain circumstances as provided by law. The City pays an unemployment tax on behalf of each employee to finance this benefit.

Section 6.06. Worker's Compensation Insurance

The City participates in Worker's Compensation Insurance coverage for employees. When an employee is injured on-the-job the employee must immediately report the injury to their supervisor or department head.

DRAFT

Article VII. Anti-Abuse Policies

Section 7.01. Sexual Harassment Policy

All employees should be able to enjoy a work environment free from all forms of unlawful discrimination, including sexual harassment.

- (a) Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is motivated in whole or in part by a person's sex, that is not welcome and is personally offensive, demeaning or degrading and therefore effectively becomes a term or condition of the workplace.
- (b) Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship.
 - (i) No employee should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. A finding that an employee has committed any form of sexual harassment will result, at minimum, in a warning being issued and placed in the employee's personnel file.
 - (ii) Additionally, no employee or officer of the City shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development. A finding that an employee has committed any such form of sexual harassment will result in severe disciplinary action up to and including transfer, demotion, suspension, or termination from employment.
- (c) Sexual harassment occurs in many forms, including but not limited to, unwelcome physical contact, verbal abuse, leering, gestures, and more subtle advances and pressure inviting sexual activity. Such conduct includes instances in which:
 - (i) Submission to the advances is made a term or condition for obtaining employment opportunities or avoiding adverse employment action;
 - (ii) Submission to or rejection of the advances is used as the basis for making any employment decision; or
 - (iii) Such conduct creates an intimidating, hostile, or offensive working environment.Sexual harassment of any type is strictly prohibited and will not be tolerated. If any employee feels they are being sexually harassed, they should promptly report such fact and advise the harasser that the conduct is offensive and that it must stop immediately. If any such unwelcome interest or conduct does not cease immediately upon demand by the employee, or if the employee is not comfortable confronting the harasser, the employee should immediately report the matter to the employee's supervisor. If such employee is either unable or unwilling to speak with their supervisor about the alleged harassment, the conduct or incident must be reported directly to the next higher level of authority, the department head or the Mayor. Upon any supervisor, department head or officer, receiving a report of alleged sexual harassment, the Mayor and all persons in the alleged offender's chain of command shall be advised of the report and appropriate action shall be promptly taken. The first action taken, in such event, shall include steps calculated to

prevent reoccurrences of any such alleged incidents pending investigation and final resolution of the complaint. Each such report shall be investigated promptly and appropriate corrective action will be taken with the City Council's concurrence.

- (d) Any employee who complains of sexual harassment in good faith will be protected against retaliation or reprisal for making the complaint. However, the City recognizes that false accusations of sexual harassment can have serious effects on innocent men and women, their reputation, and their families. False accusations of sexual harassment will result in severe disciplinary action up to and including termination.

Section 7.02. Smoking Policy

- (a) The use of tobacco products is strictly prohibited in or within fifty (50) feet of all city owned buildings, vehicles, or other property, except in designated areas.
- (b) Designated smoking areas must be to the rear of city owned buildings and spaces, and will not be within fifty (50) feet of any entrance or exit of any city owned building, vehicle, or other property. All designated smoking areas must have a "snuffer" tower and the designated area and "snuffer" will be maintained as necessary by tobacco users.

Section 7.03. Substance Abuse Policy

- (a) The City is committed to providing reliable, safe, healthy, and hazard free service to its Citizens, officers and employees and has a Zero Tolerance Policy regarding substance abuse; and
- (b) The City defines substance abuse as the illegal manufacture, possession, use, solicitation for or sale of drug paraphernalia, controlled substances, or prescription medication without or in violation of a licensed health care professional's supervision, the possession, solicitation for or sale of alcohol while in the workplace, or the excessive use of alcohol that negatively affects work performance; and
- (c) The City will perform pre-employment, post-accident, reasonable cause, and commercial licensed driver drug screening of all officers and employees; and
- (d) As allowed by law, random substance abuse testing may be performed with respect to all officers and employees holding designated safety-sensitive positions; and
- (e) Failure to comply with substance abuse policies will result in appropriate disciplinary action

Workplace Searches

All offices, desks, file drawers, cabinets, lockers, City vehicles, and other City equipment (including but not limited to computers, email, and voice mail) and facilities or any area on City premises are the property of the City ("City Property") and are intended for business use. Employees should have no expectation of privacy with respect to City Property and/or items stored within or brought onto City Property or on the City's premises. Inspection may be conducted at any time, without notice, at the discretion of the City.

In addition, when the City deems appropriate, employees may be required to submit to searches of

their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes, or any other possessions or articles brought onto the City's premises.

Section 7.04. Use of Technology

- (e) A. Technology provided by the City, (including, but not limited to computers, networks, wired and wireless communications, printers, and copy machines) must be used in compliance with all applicable federal, State, and City policies, and is provided strictly for work related activities.

DRAFT

DRAFT

1. Officers and employees have no right to privacy with regard to technology usage as all City-owned technology is monitored and subject to the Texas Government Code § 552, Public Information Act.
2. Misuse of City owned technology will result in appropriate disciplinary action.

B. Prohibited Applications Policy

1. Purpose

To implement an information technology approach focused on protecting the City's sensitive information and critical infrastructure as required by Chapter 620, Texas Government Code, from technology believed to pose a threat to governmental infrastructure, by prohibiting and preventing the download or use of prohibited technologies on any City-owned or issued electronic device.

2. Roles and Responsibilities

- a. All City of Bartlett employees are expected to be familiar with and adhere to the terms of this policy and all sub-policies and procedures.
- b. City employees are prohibited *on any City-issued, owned or leased devices*, from downloading, installing or using the social media service TikTok, or any successor application or service developed, provided, or owned by ByteDance Ltd., such as Tik Tok, or any subsidiary or any prohibited software/applications/developers listed on <https://dir.texas.gov/information-security/prohibited-technologies> or a social media application/service, as referenced in Section 620.005 Texas Government Code. City staff may prohibit the use of TikTok on City devices by limiting network access to the application.

3. Exceptions

- a. Exceptions to the ban on prohibited technologies, as required by state law, may only be approved by the Police Chief or City Administrator:
 - 1) When the use of prohibited technologies is required for a specific business need, such as enabling criminal investigations or for developing or implementing information security measures.
 - 2) Any such exception must be detailed and include (1) the use of measures to mitigate risks to the security of city information during the use of the covered application; and (2) the documentation of those measures.
 - 3) To the extent practicable, exception- based use should only be performed on devices that are not used for other city business and on non-city networks. Cameras and microphones should be disabled on devices for exception-based use.

4. Compliance

Compliance with this policy will be verified through various methods for City-owned, leased, and issued devices, including but not limited to, IT/security system reports. Violations of this policy will result in coaching and repeat offenses may result in disciplinary action up to and including termination of employment.

If the underlying statute, Texas Government Code §§620.001-.006, is declared unconstitutional, enforceable, or vacated by a court of competent jurisdiction, this policy is void.

Section 7.05. Employee Operation of City-Owned Vehicles

- (a) No employee may operate a City-owned vehicle unless the employee possesses a valid driver's license appropriate for that vehicle and is insurable by the City's insurer; and
- (b) Any employee required to operate a City-owned vehicle as part of their duties, must immediately notify the Department Head, should the employee's driver's license expire or be suspended, or the employee becomes uninsurable; and
- (c) The City shall verify, at least annually, that every employee who operates City-owned vehicles has a valid license and insurance; and
- (d) Employees whose positions require the operation of a City-owned vehicle, are expected to obey all traffic laws and avoid accidents at all times, even when driving personally owned vehicles during non-working hours; and
- (e) Employees who fail to maintain a satisfactory driving record and insurability, shall be deemed in violation of the Manual and will be subject to disciplinary action. The following offenses shall be grounds for immediate termination:
 - (i) a conviction for driving under the influence of alcohol or controlled substances; or
 - (ii) operating a City vehicle while their driver license or insurance is invalid.

Article VIII. Adverse Actions

Section 8.01. Violations of Policy

- (a) Any officer or employee who violates the policies set forth herein, will be subject to disciplinary action, up to and including termination, except elected officers and employees who cannot be terminated or reassigned from their elected office. Officers and employees have a limited right to disciplinary actions that are progressive; however, consideration will be given to the individual circumstances when determining the appropriate disciplinary actions to be taken.
- (b) In taking any action with respect to an applicant, officer, or employee, the Department Head shall consider whether the prior history and conduct of the individual evidences that the individual may reasonably be rehabilitated or expected to negatively interfere with the effective services of the City.

Section 8.02. Penalties

- (a) A City Administrator or the Mayor may deny or reject any application, appointment or promotion, or counsel, reprimand, suspend with or without pay, demote, reassign, or terminate any officer or employee, except elected officers and employees who cannot be terminated or reassigned from their elected office, at any time the City Administrator or Mayor determines that such action will promote the efficiency of the City's service; and
- (b) In such event, the officer or employee should be promptly served with written notice and informed that the employee has the right to appeal the matter through the Grievance Procedure; and
- (c) The written disciplinary action should set forth:
 - (i) the specific causes that resulted in the discipline; and
 - (ii) the discipline to be imposed; and
 - (iii) the effective dates of the imposed discipline; and
 - (iv) the consequences if the officer or employee continues to perform in a substandard manner; and
 - (v) contain a statement that the officer or employee may appeal the action; and
 - (vi) an acknowledgment that the officer or employee has received the notice of disciplinary action.
- (d) A copy of the disciplinary action will be given to the officer or employee, and the original will be filed in the officer or employee's permanent personnel file by the City Secretary.

Section 8.03. General Violations

The following violations are specific, but are in no way exhaustive:

- (a) Dishonesty. Taking property without authorization or permission; misuse of employer funds or property; cheating; forging or willfully falsifying reports, records, or documents; misuse of leave; any false action detrimental to the workplace; and

- (b) Disturbance. Fighting; using profane, abusive or threatening language; horseplay; causing injury to fellow employees through deliberate action or gross negligence; disrupting harmonious relationships between employees; and
- (c) Firearms. The illegal control of or possession by any officer or employee of a firearm on or about the person while on duty, is strictly prohibited; and
- (d) Incompetence. Inability or unwillingness to perform assigned work satisfactorily.
- (e) Indifference Toward Work. Failure to remain at work, inefficiency, loafing, carelessness, performing personal and non-City related business during working hours, abuse of eating and rest periods, sleeping or being inattentive during working hours; and
- (f) Insubordination. Willful failure or refusal to perform assigned work or fully comply with instructions or orders as assigned by any supervisor, Department Head, or the Mayor, except this does not apply to imminently dangerous situations. If the officer or employee believes the instruction or order, if followed, would result in physical injury or death to them or another, or result in damage to City assets, the employee may defer action and request a confirmation by the next higher level of management; interfering with the work of others, mistreatment of the public or other employees; leaving work without permission; and
- (g) Misconduct. Any criminal offense or infamous or notoriously disgraceful conduct and other misconduct which could have an adverse effect on the employer; diminishes the confidence or trust of the public in the integrity of the City government; negatively affects workplace relationships; habitual misdemeanor convictions; felony conviction; and
- (h) Misleading and False Identification. Intentionally false statements, deception, or fraud in applications, examinations, representations made for appointment or promotion, or reports; possessing, using, or providing any City equipment, credentials, or services for other than official City; and
- (i) Political Activities. When not on duty or in uniform, an officer or employee of the City may engage in political activity and campaigns for and with respect to any entity. An employee who becomes a candidate for any City office, constitutes a resignation; and
- (j) Sabotage. Deliberate damage or destruction of City equipment or property; altering, removing or destroying City records; advocacy of or participating in unlawful trespass or seizure of City property; encouraging or engaging in slow-downs, sit-ins, strikes, or any other concerted efforts to limit or restrict officers and employees from working; conduct subversive to the proper order, discipline and morale of city employees; and
- (k) Statutory. Any statutory disqualification which makes the individual unfit for the job or failure to meet and maintain requirements of the individual's job description; and
- (l) Substance Abuse. Reporting to work, being on duty, or being on-call or standby in an unfit condition; being under the influence of alcohol; unlawfully under the influence of controlled substances; and
- (m) Unsatisfactory Attendance. Excessive tardiness, neglect of duties, or unauthorized absences will be grounds for dismissal; and

- (n) Violation of Safety Rules. Improper removal of safety guards, fire extinguishers, or other equipment designed to protect employees; failure to use safety equipment; failure to follow safety rules; failure to report an on-the-job injury, vehicle accident, or unsafe condition.

DRAFT

Article IX. Complaint and Grievance Procedures

Section 9.01. General Guidelines

It is the City's goal to treat all Citizens, officers and employees fairly in all respects. Citizens, officers, and employees who feel they have been subjected to unfair treatment or discrimination have the right to present grievances through simple and reasonable procedures. A grievance is defined as any complaint or problem concerning an officer or employee's duties or working conditions. Any officer or employee may present grievances under the procedures outlined below and will be free from restraint, coercion, or reprisal as a result.

Section 9.02. Procedural Steps

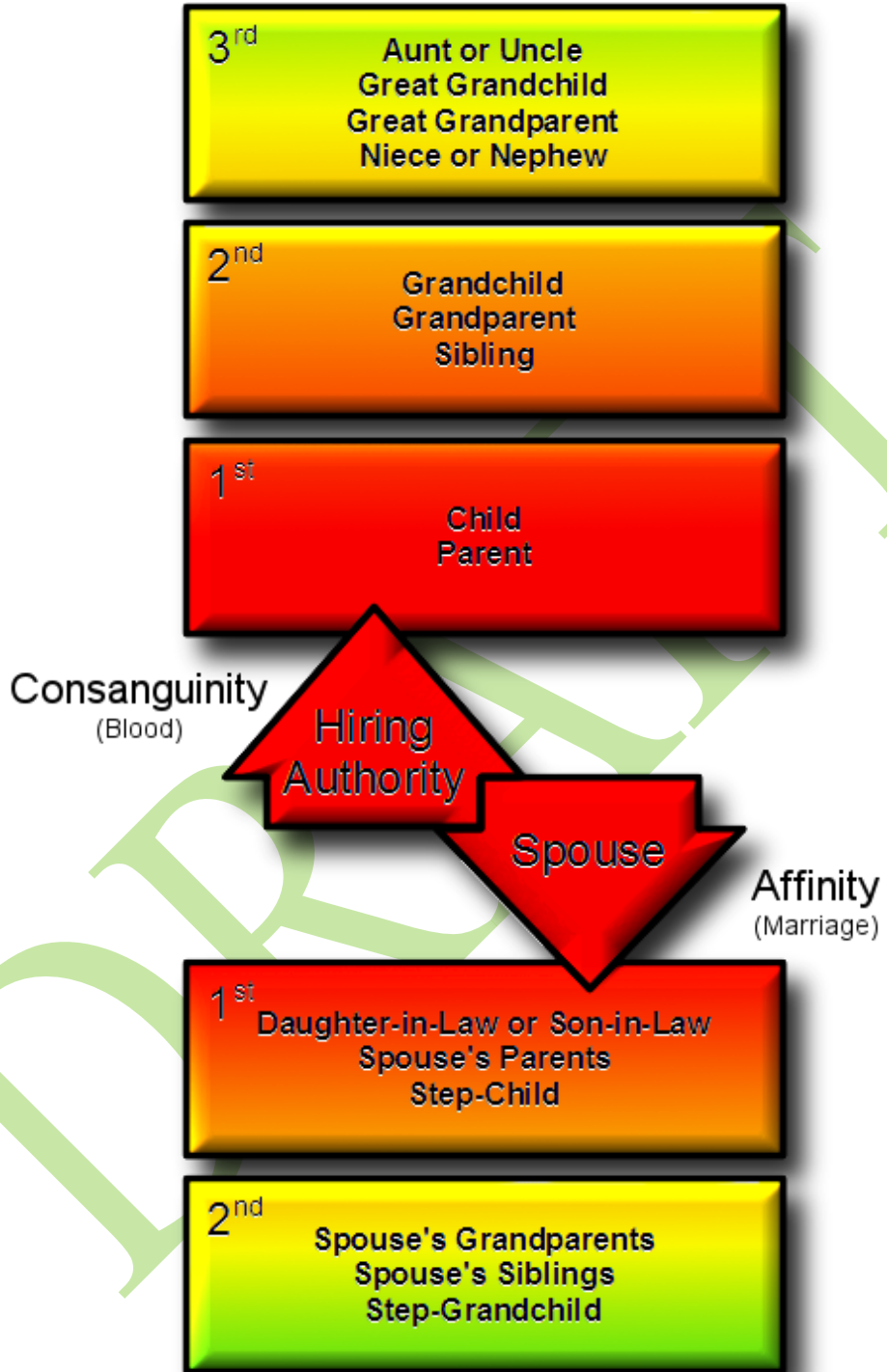
- (a) The grievance shall be in writing, legible, and must include the following information:
 - (i) date, time, and place of the alleged mistreatment, harassment, or discrimination; and
 - (ii) specify the nature of the grievance; and
 - (iii) explain why the action is improper; and
 - (iv) offer a suggested corrective action, and
 - (v) be signed by the complainant; and
- (b) The officer or employee must present the grievance to her immediate supervisor within five (5) calendar days of the alleged action; and
- (c) The immediate supervisor will notify the City Administrator of the grievance within one (1) working day of receipt of the grievance; and
- (d) The immediate supervisor has five (5) working days from the date of receipt of the grievance to deny, amend, or uphold any appeal; and
- (e) (iii) If the grievance is not resolved between the officer or employee and the immediate supervisor, the officer or employee may request a review by the City Administrator. The request must be in writing and filed with the immediate supervisor within three (3) calendar days of the earlier of the immediate supervisor's response or the expiration of the five (5) workday response period; and
- (f) The immediate supervisor shall, within one (1) work day, submit the original grievance, any relevant documentation, and the officer or employee's request to the City Administrator who will have ten (10) working days of the date of the City Administrator's receipt of the request to conduct a review, to deny, amend, or uphold any appeal; and
- (g) (iii) If the grievance is not resolved between the officer or employee and the City Administrator, the officer or employee may request a review by the Mayor. The request must be in writing and filed with the immediate supervisor within three (3) calendar days of the earlier of the City Administrator's response or the expiration of the ten (10) workday response period; and
- (h) The immediate supervisor shall forward the request within one (1) work day to the City Administrator; and

- (i) The City Administrator shall forward, within one (1) work day, the original grievance, any relevant documentation, and the officer or employee's request to the Mayor who will have ten (10) working days of the date of the Mayor's receipt of the request to deny, amend, or uphold any appeal; and
- (j) (iv) If the grievance is not resolved between the officer or employee and the Mayor, the officer or employee may request a hearing before the Council. The request must be in writing and filed with the immediate supervisor within three (3) calendar days of the earlier of the Mayor's response or the expiration of the ten (10) workday response period; and
- (k) The Mayor shall schedule a hearing before the City Council and notify the officer or employee of the date and time the hearing will be held. The City Council may deny, amend, or uphold the appeal, and the City Council's decision shall be final.

Section 9.03. Grievances Without Basis

Grievances are serious matters and the City encourages officers and employees to file all legitimate, fact based complaints; equally so, frivolous, baseless, and false grievances are discouraged and will result in disciplinary action.

Appendix 1 - Nepotism Chart



Appendix 2 - Classes Of Employees

Full-Time (“FT”). A full-time officer or employee is an officer or employee serving in a position budgeted for two thousand eighty (2080) or more hours per year. FT officers and employees are eligible for all City offered compensations and benefits.

Part-time (“PT”). A part-time officer or employee is an officer or employee serving in a position that is budgeted for and regularly scheduled to work less than two-thousand eighty (2080) hours per year. PT officers and employees are not eligible for City offered compensations or benefits, except those mandated by State or federal law.

Temporary or Seasonal (“TS”). A temporary or seasonal officer or employee is appointed for a specific period of time, and has an anticipated date of termination. TS officers and employees are not eligible for City offered compensation or benefits, except those mandated by State or federal law.

Probationary (“PR”). All new officers and employees, except elected officials, shall be placed in a ninety (90) day probationary period. All officers and employees, except elected officials, are subject to being placed in a probationary status for disciplinary reasons.

Exempt Employees. Exempt employees are those who are not entitled to receive overtime pay for hours worked beyond the standard workweek. These employees are typically salaried and are exempt from the FLSA's minimum wage and overtime pay requirements. Exempt employees often hold managerial, administrative, executive, or professional positions and are compensated based on their job responsibilities rather than the number of hours worked. Exempt employees are expected to fulfill their job duties regardless of the number of hours worked in a week but must still accurately record their hours worked..

Non-Exempt Employees. Non-exempt employees are those who are entitled to receive overtime pay for any hours worked beyond the standard workweek, as defined by the FLSA. These employees are typically paid on an hourly basis and are subject to the FLSA's minimum wage and overtime pay requirements. Non-exempt employees must be compensated at a rate of one and a half times their regular hourly rate for any hours worked in excess of 40 hours per week. Unlike exempt employees, non-exempt employees are eligible for overtime pay and must accurately record their hours worked. Contractors, consultants, and other service professionals are not officers or employees of the City and are not eligible for benefits. Contractors, consultants, and service professionals are paid via invoices and require Internal Revenue Service Forms 1099.

Appendix 3 - Fair Labor Standards Act Summary

The Fair Labor Standards Act (FLSA) is a federal law enacted in 1938, which establishes the minimum wage, overtime pay eligibility, recordkeeping, and child labor standards affecting full-time and part-time workers in the United States. It is crucial for all City employees to understand their rights and obligations under the FLSA to ensure fair and lawful employment practices.

Key Provisions of the FLSA:

Minimum Wage: The FLSA mandates a federal minimum wage, which is periodically adjusted by Congress. As of [current date], the federal minimum wage is \$7.25 per hour. However, individual states or localities may have their own minimum wage rates, and employees are entitled to the higher of the federal, state, or local minimum wage.

Overtime Pay: Non-exempt employees are entitled to overtime pay at a rate of one and a half times their regular rate of pay for all hours worked in excess of 40 hours in a workweek. Overtime pay is calculated based on the employee's hourly rate of pay, and it is important for employers to accurately track and compensate overtime hours. Non-exempt law enforcement officers who are regularly scheduled to work eighty (80) hours or more of work per two-week cycle and exceed eighty-five and one half (85.5) hours of work per two week cycle is eligible for overtime compensation.

Exempt vs. Non-Exempt Status: The FLSA classifies employees as either exempt or non-exempt based on their job duties and salary basis. Exempt employees are not eligible for overtime pay and typically include executive, administrative, professional, and certain computer-related positions. Non-exempt employees are entitled to overtime pay and include most hourly workers.

Recordkeeping Requirements: Employers covered by the FLSA must maintain accurate records of employees' hours worked, wages paid, and other pertinent information. This includes employee names, addresses, dates of birth (for minors), and employment dates.

Child Labor Protections: The FLSA establishes regulations concerning the employment of minors, including restrictions on the types of jobs they can perform, hours they can work, and conditions of work. These regulations are in place to ensure the safety, health, and educational

opportunities of young workers.

Enforcement and Penalties: The U.S. Department of Labor's Wage and Hour Division (WHD) is responsible for enforcing the FLSA. Employers found in violation of the FLSA may be subject to penalties, including back pay, liquidated damages, civil monetary penalties, and injunctions.

Conclusion:

The Fair Labor Standards Act (FLSA) is a cornerstone of labor law in the United States, providing essential protections for workers regarding minimum wage, overtime pay, recordkeeping, and child labor standards. By adhering to the provisions of the FLSA, the City demonstrates its commitment to fair and equitable employment practices, ensuring the well-being and rights of its employees. It is imperative for all City employees and management to familiarize themselves with the requirements of the FLSA to promote compliance and uphold the principles of fairness and justice in the workplace..

Appendix 4 - Controlled Substance Testing Protocol

An immunoassay will be used for the initial test with the following cut-off levels:

<u>SUBSTANCE</u>	<u>INITIAL TEST</u> - CUT-OFF LEVELS (NG/ML)
Marijuana Metabolites	100
Cocaine Metabolites	300
Opiate (Codeine and Morphine)	*300
Phencyclidine (PCP)	25
Amphetamines	1000
Alcohol	0.04

*25 NG/ML if immunoassay specific for free morphine.

All initially positive tests, using the original sample and at applicant, officer, or employee expense, may be confirmed by gas chromatography/mass spectrometry (GC/MS):

<u>SUBSTANCE</u>	<u>CONFIRMATION TEST</u> CUT-OFF LEVELS (NG/ML)
Marijuana Metabolites (1)	15
Cocaine Metabolites (2)	150
Opiate (Codeine and Morphine)	150
Phencyclidine (PCP)	25
Amphetamines	500
(1) Delta-9-Tetrahydrocannabinol-9-Carboxylic Acid	
(2) Benzoylcegonine	

Appendix 5 - Acknowledgment Of Receipt

By my signature below, I, _____,
acknowledge:

- (a) I understand the City of Bartlett is an at-will employer and I am subject to termination for any reason or no reason at all, either voluntarily or involuntarily; and
- (b) I understand that the provisions contained in the City of Bartlett Personnel Manual (the "Manual") are applicable to me; and
- (c) I understand the City of Bartlett (the "City") will attempt to apply the policies and regulations set forth in the Manual, in a fair and impartial manner to achieve the City's overall objectives; and
- (d) I understand that I will be subject to substance abuse testing and that the compliance with such testing is a condition of continued employment; and
- (e) I understand the City will make every effort to provide a work environment free from all forms of harassment as defined by Title VII of the 1964 Civil rights Act; and
- (f) I understand the City reserves the right to change, modify, add, or eliminate any provisions therein, at any time, with or without notice. Any agreements, promises, or other instrument, whether written or verbal, expressed or implied, made to me, which conflict with the provisions of the Manual, are effective only if in writing and an act of the City Council; and
- (g) I understand that I may file grievances with respect to disciplinary decisions and actions affecting my employment with the City, provided that such grievances are consistent with the policies set forth in the Manual. A decision of the City Council, when applicable, will be final.

I have received a copy of the City of Bartlett Personnel Manual, affirm that I have had an opportunity to ask questions about the terms, provisions, meanings, application, and enforcement thereof, and agree to uphold the policies therein.

Date: _____

Signature of Employee

Signature of City Administrator



2024 POOL SEASON – Hours, Dates, Fees, and Guidelines

Hours:

Thursday: 12:00 PM – 6:00 PM

Friday: 12:00 PM – 6:00 PM

Saturday: 12:00 PM – 6:00 PM (Soft Closing*), 8:00 PM (Hard Closing**)

Sunday: 12:00 PM – 6:00 PM (Soft Closing*), 8:00 PM (Hard Closing**)

*If Pool is under rent for specified date, the pool will close to general public at 6:00 PM OR;

*If Pool is empty and no patrons are using the facility, City Staff maintains discretion to close the pool at 6:00 PM.

**Pool closes for all patrons at 8:00 PM on weekends.

Dates:

See Exhibit A

Fees:

Costs of Admission:

- Bartlett Residents (Verified with Driver License)
 - o Free for members of single household
- Non-Bartlett Residents
 - o \$2 Individual Day pass
 - o \$25 Individual Season Pass
 - o \$125 Family Season Pass (Up to 6 Family Members)



2024 POOL SEASON – Hours, Dates, Fees, and Guidelines

Pool Rentals (Availability):

- Thursday: 10:00 AM – 12:00 PM, 6:00 PM – 8:00 PM
- Friday: 10:00 AM – 12:00 PM, 6:00 PM – 8:00 PM
- Saturday: 6:00 PM – 8:00 PM
- Sunday: 6:00 PM – 8:00 PM

Pool Rental (Fees):

- \$25 / Lifeguard / Hour (\$50 / Hour)
- Two Lifeguard minimum

Guidelines:

- Children 4 Years and Under are Free Admission.
- Free popsicles for all patrons.
- Local Non-Profit Organizations may apply and rent Pool House (free of charge) for fundraising events through sale of concessions (BISD, Bartlett Youth League, etc.)
- Community Events may be coordinated and organized throughout the pool season.
- Rules (See Exhibit B)

Exhibit A



MAY 2024 – Pool Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
				12:00 PM - 6:00 PM	12:00 PM - 6:00 PM	12:00 PM - 8:00 PM
26	27	28	29	30	31	
12:00 PM - 8:00 PM				12:00 PM - 6:00 PM	12:00 PM - 6:00 PM	



June 2024 – Pool Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 12:00 PM - 8:00 PM
2 12:00 PM - 8:00 PM	3	4	5	6 12:00 PM - 6:00 PM	7 12:00 PM - 6:00 PM	8 12:00 PM - 8:00 PM
9 12:00 PM - 8:00 PM	10	11	12	13 12:00 PM - 6:00 PM	14 12:00 PM - 6:00 PM	15 12:00 PM - 8:00 PM
16 12:00 PM - 8:00 PM	17	18	19	20 12:00 PM - 6:00 PM	21 12:00 PM - 6:00 PM	22 12:00 PM - 8:00 PM
23 12:00 PM - 8:00 PM	24	25	26	27 12:00 PM - 6:00 PM	28 12:00 PM - 6:00 PM	29 12:00 PM - 8:00 PM
30 12:00 PM - 8:00 PM						



July 2024 – Pool Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 12:00 PM - 6:00 PM	5 12:00 PM - 6:00 PM	6 12:00 PM - 8:00 PM
7 12:00 PM - 8:00 PM	8	9	10	11 12:00 PM - 6:00 PM	12 12:00 PM - 6:00 PM	13 12:00 PM - 8:00 PM
14 12:00 PM - 8:00 PM	15	16	17	18 12:00 PM - 6:00 PM	19 12:00 PM - 6:00 PM	20 12:00 PM - 8:00 PM
21 12:00 PM - 8:00 PM	22	23	24	25 12:00 PM - 6:00 PM	26 12:00 PM - 6:00 PM	27 12:00 PM - 8:00 PM
28 12:00 PM - 8:00 PM	29	30	31			



August 2024 – Pool Calendar

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 12:00 PM - 6:00 PM	2 12:00 PM - 6:00 PM	3 12:00 PM - 8:00 PM
4 12:00 PM - 8:00 PM	5	6	7	8 12:00 PM - 6:00 PM	9 12:00 PM - 6:00 PM	10 12:00 PM - 8:00 PM
11 12:00 PM - 8:00 PM	12	13	14	15 12:00 PM - 6:00 PM	16 12:00 PM - 6:00 PM	17 12:00 PM - 8:00 PM
18	19	20	21	22	23	24
25	26	27	28	29	30	31



EXHIBIT B

City Pool – Rules

1. Persons having or reasonably suspected to have any considerable area of exposed sub-epidermal tissue, cuts, or known or recognizable contagious or communicable diseases, cough, cold, open sore, blisters, bandaged wound, fever, inflammation of the eyes, nasal, or ear discharges, shall not be allowed to enter the pool water.
2. Spitting, urinating, blowing of the nose, spouting of water or deposit of foreign matter in pool shall be strictly prohibited.
3. Any glass items or other hazardous objects shall not be permitted within the swimming pool, pool fence area, or bathroom facilities.
4. No person under the age of 16 will be allowed in the pool or pool facility without adult (18 years of age or older) supervision.
5. No person shall bring or throw into the pool, or its floors, walkways, aisles, or bathrooms, any object that may in any way carry contamination or endanger the safety of any occupants.
6. No running or rough play is permitted in or around the pool or in the bathrooms.
7. Any person suspected of being under the influence of alcohol or drugs shall be prohibited from entering the pool facility.
8. The use of tobacco products and alcohol products in the pool facility are strictly prohibited.
9. All animals except for guide animals for the handicap shall be prohibited within the pool facility.
10. Use of pool shall be prohibited during severe weather conditions, i.e. electrical storms, tornadoes, etc.
11. No diving is permitted off the deck into shallow areas of the pool.
12. Proper swimming attire will be required at all times and determined at the discretion of staff.

Any violation of these rules may result in being removed from the pool and/or pool facility by the lifeguards or City Staff.

June

- **Monday, June 10** – Regular City Council Meeting - City Council Strategic Planning Workshop
- **Monday, June 24** – Regular City Council Meeting – Budget Workshop I

July

- **Monday, July 15** – Regular City Council Meeting – Budget Workshop II
- **Thursday, July 25** – Certified Property Values due from Bell and Williamson CAD
- **Monday, July 29** – Regular City Council Meeting - Budget Workshop III

August

- **Friday, August 9** – Post Proposed Budget to City Website
- **Monday, August 26:**
 - Submit No-New-Revenue, Voter-Approval, and De Minimis Tax Rates to City Council
 - City Council Record Vote Approving Proposed Tax Rate (Tax Rate Not-To-Exceed)
 - Set Time & Date for FY 2024 Budget Hearing and Budget Adoption for September 9th
 - Set Time & Date for FY 2024 Tax Rate Hearing and Tax Rate Adoption for September 9th

September

- **Monday, September 9th**
 - **1st - Budget**
 - FY 2025 Budget Hearing
 - City Council Adopt FY 2025 Proposed Budget
 - **2nd - Tax Rate**
 - FY 2025 Tax Rate Hearing
 - City Council Adopt FY 2025 Tax Rate



DEPARTMENT REPORTS – CITY ADMINISTRATOR

Project Updates

- Safe Routes to School – Sidewalk Project
 - o Bid is open and closes on June 7th
- Water tower upgrades
 - o Phase 1 is 50% complete
 - o Coordinating with USG to recoat the bowl of the EST while we have it down

Organizational Updates

- 1 Electric Lineman; 1 Apprentice
 - o Apprentice started May 5th. Lineman to start late May or early June.
- Pool staffing
 - o 1 Pool Manager/Lifeguard and 2 Lifeguards
 - Previously we had 3 lifeguards. 1 Lifeguard provided notice May 9th that they will not be able to accept the job as he had planned.
 - The lifeguards are being certified May 17-19
- Public Works
 - o The Superintendent's (S. Pustejovsky) last day was April 26th.
 - o 3 people have been interviewed for this position with an offer to be extended the week of May 13th.

Facilities Update

- We are working on obtaining quotes for an environmental clean up of a diesel spill from an overflow during the rain events (est. \$50,000). We have reached out to CTCOG for possible financial assistance.
- City Hall had a window break – working to have it replaced.

Finance Report

- Account Payable Report attached
- Fund Balance Summary attached



Account Information Report
City of Bartlett

April 01, 2024 - April 30, 2024

Account: *0673 (0673 Teinert Library)

Opening Ledger	\$6,410.92
Closing Ledger	\$6,410.92
Closing Available	\$6,410.92
Average Closing Available MTD	\$6,410.92
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$6,410.92
Total Credits	\$0.00
Total Debits	\$0.00
Interest Paid Previous Year	\$0.00
Interest Rate	0.000%

Account: *1799 (1799 Utility Deposit)

Opening Ledger	\$21,066.56
Closing Ledger	\$21,069.15
Closing Available	\$21,069.15
Average Closing Available MTD	\$21,066.64
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$21,066.64
Total Credits	\$2.59
Total Debits	\$0.00
Interest Paid Previous Year	\$10.45
Interest Rate	0.150%

Posted Date	Description	Check Number	Credit	Debit	Balance
04/30/2024	IOD Interest Paid		\$2.59		\$21,069.15
	IOD INTEREST PAID				
04/30/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$10.45				
04/29/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$7.86				
04/26/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$7.86				
04/25/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$7.86				
04/24/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$7.86				
04/23/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$7.86				
04/22/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$7.86				
04/19/2024	Account Information				\$0.00

	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/18/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/17/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/16/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/15/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/12/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/11/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/10/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/09/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/08/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/05/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/04/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/03/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/02/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	
04/01/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$7.86	

Account: *2206 (2206 Tax Notes)

Opening Ledger	\$253,752.01
Closing Ledger	\$253,786.27
Closing Available	\$253,786.27
Average Closing Available MTD	\$278,660.71
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$278,660.71
Total Credits	\$34.26
Total Debits	\$0.00
Interest Paid Previous Year	\$52.71
Interest Rate	0.150%

Posted Date	Description	Check Number	Credit	Debit	Balance
04/30/2024	IOD Interest Paid		\$34.26		\$253,786.27
	IOD INTEREST PAID				

04/30/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$52.71			\$0.00
04/29/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/26/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/25/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/24/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/23/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/22/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/19/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/18/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/17/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/16/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/15/2024	Transfer Debit Real-Time Web CUSTOMER TRANSFER TO IM 00001444002183		\$517,130.49	\$253,752.01
04/15/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/12/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/11/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/10/2024	Wire Transfer Incoming LOAN SUSPENSE #69972412 082900432 SIMMONS BANK ATTN: MAYRA CANTUCITY ADMIN ISTRATOR MID: 240410122551F400 IMAD: 20240410MMQFMPLI000260	\$721,400.00		\$770,882.50
04/10/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/09/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/08/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/05/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$18.45			\$0.00
04/04/2024	Account Information INTEREST RATE: .150000%			\$0.00

	YTD INTEREST EARNED: \$18.45	
04/03/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$18.45	
04/02/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$18.45	
04/01/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$18.45	

Account: *3313 (3313 Police Seizure)

Opening Ledger	\$3,350.42
Closing Ledger	\$3,350.42
Closing Available	\$3,350.42
Average Closing Available MTD	\$3,350.42
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$3,350.42
Total Credits	\$0.00
Total Debits	\$0.00
Interest Paid Previous Year	\$0.00
Interest Rate	0.000%

Account: *0070 (0070 Cemetery)

Opening Ledger	\$15,083.76
Closing Ledger	\$15,085.61
Closing Available	\$15,085.61
Average Closing Available MTD	\$15,083.82
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$15,083.82
Total Credits	\$1.85
Total Debits	\$0.00
Interest Paid Previous Year	\$7.43
Interest Rate	0.150%

Posted Date	Description	Check Number	Credit	Debit	Balance
04/30/2024	IOD Interest Paid		\$1.85		\$15,085.61
	IOD INTEREST PAID				
04/30/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$7.43				
04/29/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$5.58				
04/26/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$5.58				
04/25/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$5.58				
04/24/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$5.58				
04/23/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$5.58				

04/22/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/19/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/18/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/17/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/16/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/15/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/12/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/11/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/10/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/09/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/08/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/05/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/04/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/03/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/02/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	
04/01/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$5.58	

Account: *0089 (0089 General)

Opening Ledger	\$170,967.75
Closing Ledger	\$163,826.83
Closing Available	\$163,826.83
Average Closing Available MTD	\$375,567.78
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$375,567.78
Total Credits	\$7,715.56
Total Debits	\$14,856.48
Interest Paid Previous Year	\$144.87
Interest Rate	0.150%

Posted Date	Description	Check Number	Credit	Debit	Balance
04/30/2024	IOD Interest Paid IOD INTEREST PAID		\$46.18		\$163,826.83
04/30/2024	DDA Check DDA CHECK	0000058938		\$4,991.01	\$163,780.65
04/30/2024	DDA Check DDA CHECK	0000058953		\$4,566.84	\$168,771.66
04/30/2024	Fed Image Check FED IMAGE CHECK	0000000000		\$3,540.00	\$173,338.50
04/30/2024	Fed Image Check FED IMAGE CHECK	0000000000		\$1,047.67	\$176,878.50
04/30/2024	Fed Image Check FED IMAGE CHECK	0000000000		\$444.87	\$177,926.17
04/30/2024	DDA Check DDA CHECK	0000000000		\$266.09	\$178,371.04
04/30/2024	Deposit DEPOSIT	0000000000	\$5,806.00		\$178,637.13
04/30/2024	Deposit DEPOSIT	0000000000	\$1,097.57		\$172,831.13
04/30/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$356.04		\$171,733.56
04/30/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496033552886 DEPOSIT CCD		\$248.40		\$171,377.52
04/30/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$161.37		\$171,129.12
04/30/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$144.87				\$0.00
04/29/2024	Fed Image Check FED IMAGE CHECK	0000000000		\$8,415.55	\$170,967.75
04/29/2024	DDA Check DDA CHECK	0000000000		\$3,363.04	\$179,383.30
04/29/2024	Fed Image Check FED IMAGE CHECK	0000000000		\$2,247.31	\$182,746.34
04/29/2024	Over The Counter Check OVER COUNTER CHECK	0000000000		\$2,056.85	\$184,993.65
04/29/2024	ACH Debit CARD SERVICE CTR 9044036596 043000097819508 ONLINE PMT WEB			\$1,037.64	\$187,050.50
04/29/2024	ACH Debit TEXAS SDU 1581115569 241170000738711 CHILDSUPP CCD			\$861.69	\$188,088.14
04/29/2024	DDA Check DDA CHECK	0000000000		\$232.07	\$188,949.83
04/29/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,602.38		\$189,181.90
04/29/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69				\$0.00
04/26/2024	DDA Check DDA CHECK	0000000000		\$5,500.00	\$186,579.52
04/26/2024	DDA Check DDA CHECK	0000000000		\$375.00	\$192,079.52
04/26/2024	DDA Check DDA CHECK	0000000000		\$51.53	\$192,454.52
04/26/2024	Deposit DEPOSIT	0000000000	\$3,093.81		\$192,506.05
04/26/2024	Deposit DEPOSIT	0000000000	\$1,022.46		\$189,412.24
04/26/2024	ACH Credit Transaction		\$971.18		\$188,389.78

	MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD			
04/26/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/25/2024	DDA Check DDA CHECK	0000000000	\$1,843.03	\$187,418.60
04/25/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$477.88	\$189,261.63
04/25/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$438.85	\$189,739.51
04/25/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$319.82	\$190,178.36
04/25/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496033552886 DEPOSIT CCD		\$1,112.63	\$190,498.18
04/25/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$772.65	\$189,385.55
04/25/2024	ACH Credit Transaction TEXAS TREASURY 1742450863 OPIOID CCD		\$206.02	\$188,612.90
04/25/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/24/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$86,727.69	\$188,406.88
04/24/2024	DDA Check DDA CHECK	0000000000	\$4,981.89	\$275,134.57
04/24/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$1,085.00	\$280,116.46
04/24/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$899.99	\$281,201.46
04/24/2024	ACH Debit BANKCARD 1470535472 559061325079107 PAYMENT PPD		\$243.18	\$282,101.45
04/24/2024	ACH Debit CARD SERVICE CTR 9044036596 043000093206700 ONLINE PMT WEB		\$90.00	\$282,344.63
04/24/2024	DDA Check DDA CHECK	0000000000	\$68.14	\$282,434.63
04/24/2024	DDA Check DDA CHECK	0000000000	\$37.50	\$282,502.77
04/24/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$1.50	\$282,540.27
04/24/2024	Deposit DEPOSIT	0000000000	\$1,154.43	\$282,541.77
04/24/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$287.94	\$281,387.34
04/24/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$103.50	\$281,099.40
04/24/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/23/2024	ACH Debit IRS 3387702000 270451492501612 USATAXPYMT CCD		\$6,279.00	\$280,995.90
04/23/2024	DDA Check DDA CHECK	0000058930	\$5,510.90	\$287,274.90
04/23/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$2,084.83	\$292,785.80
04/23/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$957.00	\$294,870.63

04/23/2024	DDA Check DDA CHECK	0000000000		\$356.06	\$295,827.63
04/23/2024	DDA Check DDA CHECK	0000000000		\$84.50	\$296,183.69
04/23/2024	DDA Check DDA CHECK	0000058892		\$10.00	\$296,268.19
04/23/2024	DDA Check DDA CHECK	0000058766		\$10.00	\$296,278.19
04/23/2024	DDA Check DDA CHECK	0000000000		\$0.58	\$296,288.19
04/23/2024	Deposit DEPOSIT	0000000000	\$2,868.94		\$296,288.77
04/23/2024	Deposit DEPOSIT	0000000000	\$2,215.60		\$293,419.83
04/23/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$767.21		\$291,204.23
04/23/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69				\$0.00
04/22/2024	Fed Image Check FED IMAGE CHECK	0000058925		\$517,130.49	\$290,437.02
04/22/2024	ACH Debit CITY OF BARLETT 1746000224 -SETT-CCACH DEP/PAY PPD			\$19,117.04	\$807,567.51
04/22/2024	DDA Check DDA CHECK	0000058917		\$750.00	\$826,684.55
04/22/2024	Over The Counter Check OVER COUNTER CHECK	0000000000		\$376.00	\$827,434.55
04/22/2024	DDA Check DDA CHECK	0000058896		\$101.43	\$827,810.55
04/22/2024	DDA Check DDA CHECK	0000000000		\$10.63	\$827,911.98
04/22/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,434.44		\$827,922.61
04/22/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,317.23		\$825,488.17
04/22/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$150.84		\$824,170.94
04/22/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69				\$0.00
04/19/2024	DDA Check DDA CHECK	0000000000		\$7,458.00	\$824,020.10
04/19/2024	DDA Check DDA CHECK	0000058908		\$2,038.73	\$831,478.10
04/19/2024	ACH Debit VERIZON WIRELESS 6223344794 042013033700001 PAYMENTS CCD			\$670.58	\$833,516.83
04/19/2024	DDA Check DDA CHECK	0000058924		\$308.12	\$834,187.41
04/19/2024	DDA Check DDA CHECK	0000000000		\$138.34	\$834,495.53
04/19/2024	DDA Check DDA CHECK	0000000000		\$84.00	\$834,633.87
04/19/2024	Fed Image Check FED IMAGE CHECK	0000000000		\$27.85	\$834,717.87
04/19/2024	Deposit DEPOSIT	0000000000	\$4,681.30		\$834,745.72
04/19/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,019.41		\$830,064.42

04/19/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$103.50	\$829,045.01
04/19/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/18/2024	DDA Check DDA CHECK	0000058903	\$541.44	\$828,941.51
04/18/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$461.54	\$829,482.95
04/18/2024	DDA Check DDA CHECK	0000000000	\$317.44	\$829,944.49
04/18/2024	Fed Image Check FED IMAGE CHECK	0000013636	\$213.11	\$830,261.93
04/18/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$213.11	\$830,475.04
04/18/2024	Over The Counter Check OVER COUNTER CHECK	0000000000	\$170.00	\$830,688.15
04/18/2024	DDA Check DDA CHECK	0000000000	\$62.10	\$830,858.15
04/18/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$10.00	\$830,920.25
04/18/2024	Deposit DEPOSIT	0000000000	\$9,760.25	\$830,930.25
04/18/2024	Deposit DEPOSIT	0000000000	\$1,377.06	\$821,170.00
04/18/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$825.22	\$819,792.94
04/18/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/17/2024	DDA Check DDA CHECK	0000000000	\$293.81	\$818,967.72
04/17/2024	Over The Counter Check OVER COUNTER CHECK	0000000000	\$80.47	\$819,261.53
04/17/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,925.04	\$819,342.00
04/17/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/16/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$103.06	\$817,416.96
04/16/2024	Wire Transfer Outgoing WSC ENERGY 021000021 JPMCHASE INVOICE #: EW730187583178; CUST #: 003720 MID: 240416104044AB14 IMAD: 20240416MMQFMPF1000312		\$35,558.47	\$817,520.02
04/16/2024	Deposit DEPOSIT	0000000000	\$42,723.47	\$853,078.49
04/16/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$7,014.19	\$810,355.02
04/16/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/15/2024	DDA Check DDA CHECK	0000000000	\$5,280.00	\$803,340.83
04/15/2024	DDA Check DDA CHECK	0000000000	\$1,819.07	\$808,620.83
04/15/2024	ACH Debit TEXAS SDU 1581115569		\$861.69	\$810,439.90

	241030000738711 CHILDSUPP CCD			
04/15/2024	DDA Check DDA CHECK	0000000000		\$747.51 \$811,301.59
04/15/2024	Deposit DEPOSIT	0000000000	\$9,773.79	\$812,049.10
04/15/2024	Transfer Credit Real-Time Web CUSTOMER TRANSFER FROM IM 00001444002183		\$517,130.49	\$802,275.31
04/15/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$3,022.83	\$285,144.82
04/15/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,732.34	\$282,121.99
04/15/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$946.63	\$280,389.65
04/15/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/12/2024	Account Analysis Fee ANALYSIS CHRG			\$419.66 \$279,443.02
04/12/2024	DDA Check DDA CHECK	0000058886		\$1,539.62 \$279,862.68
04/12/2024	DDA Check DDA CHECK	0000000000		\$496.45 \$281,402.30
04/12/2024	Deposit DEPOSIT	0000000000	\$5,247.87	\$281,898.75
04/12/2024	ACH Credit Transaction CPA STATE FISCAL 1746000089 17460002243003 INV-PAYMTS CTX		\$10,447.96	\$276,650.88
04/12/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,357.58	\$266,202.92
04/12/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$111.78	\$263,845.34
04/12/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/11/2024	ACH Debit CITY OF BARLETT 1746000224 -SETT-CCACH DEP/PAY PPD			\$19,042.90 \$263,733.56
04/11/2024	Fed Image Check FED IMAGE CHECK	0000058881		\$555.81 \$282,776.46
04/11/2024	Fed Image Check FED IMAGE CHECK	0000058885		\$10.00 \$283,332.27
04/11/2024	Deposit DEPOSIT	0000000000	\$6,350.52	\$283,342.27
04/11/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,672.28	\$276,991.75
04/11/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/10/2024	DDA Check DDA CHECK	0000000000		\$643.67 \$274,319.47
04/10/2024	DDA Check DDA CHECK	0000000000		\$422.94 \$274,963.14
04/10/2024	Over The Counter Check OVER COUNTER CHECK	0000000000		\$50.00 \$275,386.08
04/10/2024	DDA Check DDA CHECK	0000000000		\$10.00 \$275,436.08
04/10/2024	Deposit DEPOSIT	0000000000	\$6,297.91	\$275,446.08
04/10/2024	ACH Credit Transaction		\$1,027.36	\$269,148.17

	MERCHANT BANKCD DEPOSIT 496478438880 DEPOSIT CCD			
04/10/2024	ACH Credit Transaction		\$42.87	\$268,120.81
	TX DEPT OF TRNSP INV-PAYMTS 17460002243004 INV-PAYMTS CTX			
04/10/2024	Account Information			\$0.00
	INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			
04/09/2024	DDA Check	0000000000	\$13,363.00	\$268,077.94
	DDA CHECK			
04/09/2024	ACH Debit		\$6,289.35	\$281,440.94
	IRS USATAXPYMT 270450071549339 USATAXPYMT CCD			
04/09/2024	DDA Check	0000000000	\$2,067.16	\$287,730.29
	DDA CHECK			
04/09/2024	DDA Check	0000000000	\$1,116.02	\$289,797.45
	DDA CHECK			
04/09/2024	Fed Image Check	0000000000	\$1,000.00	\$290,913.47
	FED IMAGE CHECK			
04/09/2024	DDA Check	0000058876	\$213.93	\$291,913.47
	DDA CHECK			
04/09/2024	Deposit	0000000000	\$6,639.25	\$292,127.40
	DEPOSIT			
04/09/2024	Deposit	0000000000	\$728.00	\$285,488.15
	DEPOSIT			
04/09/2024	ACH Credit Transaction		\$839.18	\$284,760.15
	MERCHANT BANKCD DEPOSIT 496478435886 DEPOSIT CCD			
04/09/2024	ACH Credit Transaction		\$450.02	\$283,920.97
	MERCHANT BANKCD DEPOSIT 496478438880 DEPOSIT CCD			
04/09/2024	Account Information			\$0.00
	INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			
04/08/2024	Fed Image Check	0000058879	\$1,974.31	\$283,470.95
	FED IMAGE CHECK			
04/08/2024	DDA Check	0000058867	\$756.00	\$285,445.26
	DDA CHECK			
04/08/2024	DDA Check	0000000000	\$494.00	\$286,201.26
	DDA CHECK			
04/08/2024	DDA Check	0000000000	\$75.00	\$286,695.26
	DDA CHECK			
04/08/2024	Deposit	0000000000	\$4,448.35	\$286,770.26
	DEPOSIT			
04/08/2024	ACH Credit Transaction		\$2,490.83	\$282,321.91
	MERCHANT BANKCD DEPOSIT 496478438880 DEPOSIT CCD			
04/08/2024	ACH Credit Transaction		\$188.56	\$279,831.08
	MERCHANT BANKCD DEPOSIT 496478438880 DEPOSIT CCD			
04/08/2024	ACH Credit Transaction		\$186.30	\$279,642.52
	MERCHANT BANKCD DEPOSIT 496033552886 DEPOSIT CCD			
04/08/2024	Account Information			\$0.00
	INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			
04/05/2024	Fed Image Check	0000000000	\$2,280.00	\$279,456.22
	FED IMAGE CHECK			
04/05/2024	Over The Counter Check	0000000000	\$1,300.00	\$281,736.22
	OVER COUNTER CHECK			
04/05/2024	Fed Image Check	0000058861	\$949.61	\$283,036.22
	FED IMAGE CHECK			
04/05/2024	DDA Check	0000000000	\$891.62	\$283,985.83
	DDA CHECK			
04/05/2024	DDA Check	0000000000	\$1.78	\$284,877.45

	DDA CHECK			
04/05/2024	Deposit	0000000000	\$8,186.72	\$284,879.23
	DEPOSIT			
04/05/2024	ACH Credit Transaction		\$1,091.10	\$276,692.51
	MERCHANT BANKCD DEPOSIT			
	496478435886 DEPOSIT CCD			
04/05/2024	ACH Credit Transaction		\$1,044.48	\$275,601.41
	MERCHANT BANKCD DEPOSIT			
	496478438880 DEPOSIT CCD			
04/05/2024	ACH Credit Transaction		\$362.25	\$274,556.93
	MERCHANT BANKCD DEPOSIT			
	496033552886 DEPOSIT CCD			
04/05/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$98.69			
04/04/2024	DDA Check	0000000000	\$5,280.00	\$274,194.68
	DDA CHECK			
04/04/2024	ACH Debit		\$403.54	\$279,474.68
	CARD SERVICE CTR ONLINE PMT			
	043000095989652 ONLINE PMT WEB			
04/04/2024	DDA Check	0000000000	\$305.19	\$279,878.22
	DDA CHECK			
04/04/2024	Over The Counter Check	0000000000	\$55.62	\$280,183.41
	OVER COUNTER CHECK			
04/04/2024	Deposit	0000000000	\$3,469.76	\$280,239.03
	DEPOSIT			
04/04/2024	ACH Credit Transaction		\$54,383.55	\$276,769.27
	TAX APPRAISAL DI TAXES PAYA			
	201021 TAXES PAYA PPD			
04/04/2024	ACH Credit Transaction		\$2,712.15	\$222,385.72
	MERCHANT BANKCD DEPOSIT			
	496478438880 DEPOSIT CCD			
04/04/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$98.69			
04/03/2024	DDA Check	0000000000	\$6,180.00	\$219,673.57
	DDA CHECK			
04/03/2024	ACH Debit		\$1,743.80	\$225,853.57
	MERCHANT BANKCD DEPOSIT			
	496478438880 DEPOSIT CCD			
04/03/2024	ACH Debit		\$1,232.10	\$227,597.37
	TXWORKFORCECOMM DEBIT			
	(512)463-2325 DEBIT CCD			
04/03/2024	DDA Check	0000000000	\$518.00	\$228,829.47
	DDA CHECK			
04/03/2024	ACH Debit		\$208.45	\$229,347.47
	MERCHANT BANKCD DEPOSIT			
	496033552886 DEPOSIT CCD			
04/03/2024	ACH Debit		\$163.66	\$229,555.92
	MERCHANT BANKCD DEPOSIT			
	496478435886 DEPOSIT CCD			
04/03/2024	Fed Image Check	0000058836	\$90.81	\$229,719.58
	FED IMAGE CHECK			
04/03/2024	DDA Check	0000000000	\$35.00	\$229,810.39
	DDA CHECK			
04/03/2024	Deposit	0000000000	\$3,470.58	\$229,845.39
	DEPOSIT			
04/03/2024	ACH Credit Transaction		\$1,080.19	\$226,374.81
	MERCHANT BANKCD DEPOSIT			
	496478438880 DEPOSIT CCD			
04/03/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$98.69			
04/02/2024	ACH Debit		\$10,705.27	\$225,294.62
	TMRS PAYROLL			

18312 PAYROLL CCD				
04/02/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$1,616.84	\$235,999.89
04/02/2024	ACH Debit WEBFILE TAX PYMT DD 902/75260397 DD CCD		\$1,591.10	\$237,616.73
04/02/2024	ACH Debit CARD SERVICE CTR ONLINE PMT 043000092161476 ONLINE PMT WEB		\$1,244.54	\$239,207.83
04/02/2024	DDA Check DDA CHECK	0000000000	\$342.44	\$240,452.37
04/02/2024	DDA Check DDA CHECK	0000000000	\$182.00	\$240,794.81
04/02/2024	Deposit DEPOSIT	0000000000	\$38,260.85	\$240,976.81
04/02/2024	ACH Credit Transaction MERCHANT BANKCD DEPOSIT 496478438880 DEPOSIT CCD		\$3,663.85	\$202,715.96
04/02/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00
04/01/2024	Fed Image Check FED IMAGE CHECK	0000058866	\$9,052.44	\$199,052.11
04/01/2024	DDA Check DDA CHECK	0000000000	\$1,843.03	\$208,104.55
04/01/2024	ACH Debit TEXAS SDU CHILDSUPP 240890000738711 CHILDSUPP CCD		\$861.69	\$209,947.58
04/01/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$495.03	\$210,809.27
04/01/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$231.95	\$211,304.30
04/01/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$56.61	\$211,536.25
04/01/2024	ACH Credit Transaction TX DEPT OF TRNSP INV-PAYMTS 17460002243004 INV-PAYMTS CTX		\$9,795.00	\$211,592.86
04/01/2024	ACH Credit Transaction MERCHANT BANKCD DEPOSIT 496478438880 DEPOSIT CCD		\$337.11	\$201,797.86
04/01/2024	ACH Credit Transaction MERCHANT BANKCD DEPOSIT 496478438880 DEPOSIT CCD		\$57.96	\$201,460.75
04/01/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$98.69			\$0.00

Account: *0118 (0118 Electric)

Opening Ledger	\$2,686.21
Closing Ledger	\$2,686.54
Closing Available	\$2,686.54
Average Closing Available MTD	\$2,686.22
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$2,686.22
Total Credits	\$0.33
Total Debits	\$0.00
Interest Paid Previous Year	\$1.33
Interest Rate	0.150%

Posted Date	Description	Check Number	Credit	Debit	Balance
-------------	-------------	--------------	--------	-------	---------

04/30/2024	IOD Interest Paid	\$0.33	\$2,686.54
	IOD INTEREST PAID		
04/30/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.33		
04/29/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/26/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/25/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/24/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/23/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/22/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/19/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/18/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/17/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/16/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/15/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/12/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/11/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/10/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/09/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/08/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/05/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/04/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/03/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		
04/02/2024	Account Information		\$0.00
	INTEREST RATE: .150000%		
	YTD INTEREST EARNED: \$1.00		

04/01/2024 Account Information \$0.00
 INTEREST RATE: .150000%
 YTD INTEREST EARNED: \$1.00

Account: *2167 (2167 Blue Santa)

Opening Ledger	\$1,569.92
Closing Ledger	\$1,569.92
Closing Available	\$1,569.92
Average Closing Available MTD	\$1,569.92
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$1,569.92
Total Credits	\$0.00
Total Debits	\$0.00
Interest Paid Previous Year	\$0.00
Interest Rate	0.000%

Account: *2183 (2183 ARPA)

Opening Ledger	\$218,435.33
Closing Ledger	\$218,435.33
Closing Available	\$218,435.33
Average Closing Available MTD	\$218,435.33
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$218,435.33
Total Credits	\$0.00
Total Debits	\$0.00
Interest Paid Previous Year	\$0.00
Interest Rate	0.000%

Posted Date	Description	Check Number	Credit	Debit	Balance
04/15/2024	Transfer Debit Real-Time Web CUSTOMER TRANSFER TO IM 00001404200089			\$517,130.49	\$218,435.33
04/15/2024	Transfer Credit Real-Time Web CUSTOMER TRANSFER FROM IM 00001404112206		\$517,130.49		\$735,565.82

Account: *2191 (2191 Wtr Tower Maint)

Not Reported

Account: *2458 (2548 Govt Capital)

Opening Ledger	\$1,590.50
Closing Ledger	\$1,590.50
Closing Available	\$1,590.50
Average Closing Available MTD	\$1,590.50
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$1,590.50
Total Credits	\$0.00
Total Debits	\$0.00
Interest Paid Previous Year	\$0.00
Interest Rate	0.000%

Account: *2474 (2474 I and S)

Opening Ledger	\$18,731.30
Closing Ledger	\$18,731.30
Closing Available	\$18,731.30
Average Closing Available MTD	\$18,731.30
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$18,731.30
Total Credits	\$0.00
Total Debits	\$0.00
Interest Paid Previous Year	\$0.00
Interest Rate	0.000%

Account: *2562 (2562 HOT Fund)

Opening Ledger	\$689.20
Closing Ledger	\$689.20
Closing Available	\$689.20
Average Closing Available MTD	\$404.54
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	\$404.54
Total Credits	\$0.00
Total Debits	\$0.00
Interest Paid Previous Year	\$0.00
Interest Rate	0.000%

Posted Date	Description	Check Number	Credit	Debit	Balance
04/24/2024	Deposit DEPOSIT	0000000000	\$110.69		\$689.20
04/19/2024	Deposit DEPOSIT	0000000000	\$332.99		\$578.51

Account: *8936 (City of Bartlett Economic Development Corporation)

Not Reported

Account: *9009 (City of Bartlett Economic Development Corporation)

Opening Ledger	(\$20.76)
Closing Ledger	(\$20.76)
Closing Available	(\$20.76)
Average Closing Available MTD	(\$15.89)
1 - Day Float	\$0.00
2 Or More Days Float	\$0.00
Target Balance	\$0.00
Total Investment Position	\$0.00
Average Closing Ledger MTD	(\$15.89)
Total Credits	\$0.00
Total Debits	\$0.00
Interest Paid Previous Year	\$0.00
Interest Rate	0.000%

Posted Date	Description	Check Number	Credit	Debit	Balance
04/12/2024	Account Analysis Fee ANALYSIS CHR			\$13.27	(\$20.76)

Account: *6100 (St Pol E 6100)

Not Reported

Account: *2029 (City of Bartlett)
Not Reported

Account: *5459 (City of Bartlett)

Posted Date	Description	Check Number	Credit	Debit	Balance
04/04/2024	Regular Payment REGULAR PAYMENT		\$55.62		\$37,795.70

Report Generated on: 05/10/24 02:34:42 PM



City of Bartlett
 Payment Report
 4/1/2024 to 4/30/2024

\$819,002.29

4/

Vendor	Invoice #	Invoice Date	Invoice Description	Invoice Amount
	Account #	Account Description		
Act Pipe & Supply, Inc	Check #: 58867	Check date: 4/4/2024		
	S101067866.001	3/26/2024	S101067866.001 VALVE	756.00
	02-80-9101	Operating Supplies - Not Office		
			Invoice Total	756.00
			Check Total	756.00
Total number of payments: 1			Total	756.00
AEP-AMERICAN ELECTRIC POWER	Check #: 58894	Check date: 4/11/2024		
	169-21488181	4/2/2024	169-21488181 MARCH 2024 TCOS	2,084.83
	02-70-9322	TCOS		
			Invoice Total	2,084.83
			Check Total	2,084.83
Total number of payments: 1			Total	2,084.83
Al Clawson Disposal, Inc	Check #: 58895	Check date: 4/11/2024		
	669778	4/1/2024	#669778 - 1018 ARNOLD DRIVE DUMPSTER	186.00
	02-84-7652	Contract Services-Solid Waste Collection		
			Invoice Total	186.00
	669830	4/1/2024	#669830 - 500 ARNOLD DRIVE DUMPSTER I	439.45
	02-84-7652	Contract Services-Solid Waste Collection		
			Invoice Total	439.45
	670050	4/2/2024	670050 Disposal Service	12,466.10
	02-84-7652	Contract Services-Solid Waste Collection		
			Invoice Total	12,466.10
			Check Total	13,091.55
Total number of payments: 1			Total	13,091.55

AT&T

Check #: 58868
APRIL 2024 FOR MARCH 2024

Check date: 4/4/2024
3/15/2024

512A4470458840 MARCH 2024

01-11-9151	Telephone & Internet Services	763.33
01-13-9151	Telephone & Internet Services	318.02
01-14-9151	Telephone & Internet Services	139.35
01-15-9151	Telephone & Internet Services	61.92
01-18-9151	Telephone & Internet Services	415.72
02-80-9151	Telephone & Internet Services	120.73

Invoice Total **1,819.07**

Check Total **1,819.07**

Total 1,819.07

Total number of payments: 1

At&T U-Verse

Check #: 58896
132208488 PD MARCH 2024
01-13-9151

Check date: 4/11/2024
3/20/2024

132208488 - POLICE DEPT UVERSE

Telephone & Internet Services	101.43
-------------------------------	--------

Invoice Total **101.43**

Check Total **101.43**

Total 101.43

Total number of payments: 1

Atmos Energy

Check #: 58934
4003502067 APRIL 2024
01-13-9352

Check date: 4/25/2024
4/1/2024

#4003502067 APRIL 2024 - POLICE DEPT -

Purchased Gas Power	83.68
---------------------	-------

Invoice Total **83.68**

Check Total **83.68**

Total 83.68

Total number of payments: 1

ATS

Check #: 58897
465367
02-81-8601

Check date: 4/11/2024
2/20/2024

465367 - RESIDENTIAL PLAN REVIEW 337 N

Permit Fees	75.00
-------------	-------

Invoice Total **75.00**

466195
02-81-8601

2/27/2024
Permit Fees

466195 RESIDENTIAL PLAN REVIEW 1237 W

75.00

470710	3/29/2024	470710 INSPECTIONS	Invoice Total	75.00
02-81-8601	Permit Fees			935.00
			Invoice Total	935.00
			Check Total	1,085.00
Check #: 58935	Check date: 4/25/2024			
472214	4/11/2024	#472214 RESIDENTIAL PLAN REVIEW - STO		75.00
02-81-8601	Permit Fees		Invoice Total	75.00
472423	4/12/2024	#472423 - Residential Plan Review Re Roof		75.00
02-81-8601	Permit Fees		Invoice Total	75.00
473137	4/17/2024	#473137 COMMERCIAL PLAN REVIEW - 112		332.50
02-81-8601	Permit Fees		Invoice Total	332.50
473345	4/17/2024	#473345 COMMERCIAL PLAN REVIEW: 405 I		427.50
02-81-8601	Permit Fees		Invoice Total	427.50
473307	4/17/2024	#473307 COMMERCIAL PLAN REVIEW 400 N		332.50
02-81-8601	Permit Fees		Invoice Total	332.50
473200	4/17/2024	#473200 - COMMERCIAL PLAN REVIEW - 40		427.50
02-81-8601	Permit Fees		Invoice Total	427.50
			Check Total	1,670.00
			Total	2,755.00

Total number of payments: 2

BARTLETT AUTO SERVICE LLC				
Check #: 58869	Check date: 4/4/2024			
#30	3/24/2024	#30 FLAT TIRE REPAIRED ON 2013 CHEVY		25.00
02-81-9401	Vehicle Maintenance		Invoice Total	25.00
#31	3/27/2024	POLICE DEPT: 2020 CHEVY TAHOE FLAT TIR		25.00
01-13-8051	Equipment Maintenance		Invoice Total	25.00
			Check Total	50.00

Check #: 58898
48
01-11-6801

Check date: 4/11/2024
4/9/2024
Miscellaneous- Copies & Faxes

#48 - 30 TIRES DISMOUNTED + 2 OVERSIZ

170.00
Invoice Total 170.00
Check Total 170.00
Total 220.00

Total number of payments: 2

Bartlett Red & White
Check #: 58899
MARCH 2024
02-80-9101

Check date: 4/11/2024
4/1/2024
Operating Supplies - Not Office

MARCH 2024 - CREDIT CHARGES

80.47
Invoice Total 80.47
Check Total 80.47
Total 80.47

Total number of payments: 1

BEC-Bartlett Electric Cooperative
Check #: 58936
APRIL2024
02-70-9322

Check date: 4/25/2024
4/5/2024
TCOS

#12059- YARDLIGHTS AND BALLFIELD 3 PH

2,056.85
Invoice Total 2,056.85
Check Total 2,056.85
Total 2,056.85

Total number of payments: 1

BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE
Check #: 58927
Vehicle Registration
02-80-9401

Check date: 4/17/2024
4/11/2024
Vehicle Maintenance

Vehicle Registration - 4 trucks

37.50
Invoice Total 37.50
Check Total 37.50
Total 37.50

Total number of payments: 1

Ben and Jasmin Jennings
Check #: 58870
03-10050-01
02-2005

Check date: 4/4/2024
3/26/2024
Utility Customer Deposits

Overpaid on Water Utility-2 Months

103.06
Invoice Total 103.06

	Check Total	<u>103.06</u>
Total number of payments: 1	Total	103.06

Biblionix		
Check #: 58937	Check date: 4/25/2024	
9969	4/15/2024	#100488 / INV#9969 TEINERT MEMORIAL L
01-18-7701	Books, Movies, Subscriptions	1,130.00
		Invoice Total <u>1,130.00</u>
		Check Total <u>1,130.00</u>
Total number of payments: 1	Total	1,130.00

BLADES GROUP		
Check #: 58938	Check date: 4/25/2024	
18044264	3/6/2024	18044264 BULK ASHPHALT
01-17-8854	Street Repair & Maintenance	4,991.01
		Invoice Total <u>4,991.01</u>
		Check Total <u>4,991.01</u>
Total number of payments: 1	Total	4,991.01

Bobby Lee Bartlett		
Check #: 58871	Check date: 4/4/2024	
447255 April 2024	4/1/2024	APRIL 2024 CEMETARY LAWN CARE
01-20-7651	Contract Services	1,300.00
		Invoice Total <u>1,300.00</u>
		Check Total <u>1,300.00</u>
Total number of payments: 1	Total	1,300.00

Brazos Electric Cooperative		
Check #: 58939	Check date: 4/25/2024	
RI 50950 001	4/5/2024	#RI 50950 001 TCOS MARCH 2024
02-70-9322	TCOS	444.87
		Invoice Total <u>444.87</u>
		Check Total <u>444.87</u>
Total number of payments: 1	Total	444.87

Brownsville Public Utilities Board	Check date: 4/25/2024	
Check #: 58940		

24-1367	3/31/2024	#24-1367 TCOS MARCH 2024	32.69
02-70-9322	TCOS		
		Invoice Total	<u>32.69</u>
		Check Total	<u>32.69</u>
Total number of payments: 1		Total	32.69

Bug Master			
Check #: 58941	Check date: 4/25/2024		
479860	4/10/2024	PEST CONTROL # 150874 / 479860	
01-11-8851	Facility Maintenance		39.66
01-13-8851	Facility Maintenance		39.67
01-18-8851	Facility Maintenance		39.67
		Invoice Total	<u>119.00</u>
		Check Total	<u>119.00</u>
Total number of payments: 1		Total	119.00

CADENCE BANK			
Check #: 58872	Check date: 4/4/2024		
PD LOAN INTEREST	3/15/2024	INTEREST DUE: 00944000985459 POLICE D	
01-13-7401	Capital Expenditures		55.62
		Invoice Total	<u>55.62</u>
		Check Total	<u>55.62</u>
Total number of payments: 1		Total	55.62

Caterpillar Financial Services			
Check #: 58873	Check date: 4/4/2024		
35151879	3/15/2024	2172458 BACKHOE LOADER	
02-81-7401	Capital Expenditures		1,116.02
		Invoice Total	<u>1,116.02</u>
		Check Total	<u>1,116.02</u>
Total number of payments: 1		Total	1,116.02

CE Solutions			
Check #: 58942	Check date: 4/25/2024		
243666	4/11/2024	#243666 - 2 YEAR UNLIMITED CEU PROGRA	
01-14-9201	Training and Education		2,412.00

Invoice Total	2,412.00
Check Total	2,412.00
Total	2,412.00

Total number of payments: 1

Chad Mees			
Check #: 58874	Check date: 4/4/2024		
APRIL 2024 STIPEND	4/1/2024	APRIL 2024 STIPEND	
01-11-7012	Council Stipends		225.00
		Invoice Total	225.00
BALLFIELD 4/1/24	4/1/2024	REIMBURSEMENT FOR BALLFIELD REPAIRS	
01-15-8851	Facility Maintenance		411.24
01-15-8851	Facility Maintenance		168.87
01-15-8851	Facility Maintenance		86.51
		Invoice Total	666.62
		Check Total	891.62
		Total	891.62

Total number of payments: 1

City Of Austin - Austin Energy			
Check #: 58875	Check date: 4/4/2024		
11E2258708	2/29/2024	11E2258708 TCOS FEBRUARY 2024	
02-70-9322	TCOS		293.81
		Invoice Total	293.81
		Check Total	293.81
		Total	293.81

Total number of payments: 1

City Of Denton			
Check #: 58943	Check date: 4/25/2024		
1.18.24 TO 4.8.24	4/9/2024	910003900 TCOS 1/18/24 TO 4/8/24	
02-70-9322	TCOS		266.09
		Invoice Total	266.09
		Check Total	266.09
		Total	266.09

Total number of payments: 1

City Of Garland			
Check #: 58876	Check date: 4/4/2024		
2400967	3/25/2024	2400967-February 2024-TCOS # 54507	

02-70-9322	TCOS		213.93
		Invoice Total	<u>213.93</u>
		Check Total	<u>213.93</u>
Check #: 58944	Check date: 4/25/2024		
2401094	4/10/2024	2401094 TCOS MARCH 2024 DOCKET 54507	
02-70-9322	TCOS		213.93
		Invoice Total	<u>213.93</u>
		Check Total	<u>213.93</u>
Total number of payments: 2		Total	427.86

City Of Round Rock Environmental Services			
Check #: 58945	Check date: 4/25/2024		
4-0324	4/5/2024	4-0324 BACTERIOLOGY TESTING	
02-80-9451	Sample Analysis		125.00
		Invoice Total	<u>125.00</u>
		Check Total	<u>125.00</u>
Total number of payments: 1		Total	125.00

CNP HOUSTON ELECTRIC, LLC			
Check #: 58900	Check date: 4/11/2024		
3001245473	3/18/2024	8332520 / 3001245473 TCOS FEBRUARY 20	
02-70-9322	TCOS		1,843.03
		Invoice Total	<u>1,843.03</u>
		Check Total	<u>1,843.03</u>
Total number of payments: 1		Total	1,843.03

CPS Energy			
Check #: 58877	Check date: 4/4/2024		
301003129479	3/20/2024	#7000248212 / 301003129479 TCOS FEBRI	
02-70-9322	TCOS		747.51
		Invoice Total	<u>747.51</u>
		Check Total	<u>747.51</u>
Total number of payments: 1		Total	747.51

Cross Texas Transmission, LLC	Check date: 4/11/2024
Check #: 58901	

012003 02-70-9322	4/1/2024 TCOS	012003 MARCH 2024 TCOS	232.07
		Invoice Total	<u>232.07</u>
		Check Total	<u>232.07</u>
Total number of payments: 1		Total	232.07

Danek Hardware & Lumber Inc. Check #: 58902 374748 01-20-9102	Check date: 4/11/2024 3/31/2024 Tools & Non-Capital Equipment	374748 - 2545273219 - PUBLIC WORKS	138.34
		Invoice Total	<u>138.34</u>
		Check Total	<u>138.34</u>
Total number of payments: 1		Total	138.34

David Scott Matthew Check #: 58878 JUDGE 01-12-7004	Check date: 4/4/2024 4/1/2024 Judge	PAYROLL : JUDGE SCOTT MATTHEW	461.54
		Invoice Total	<u>461.54</u>
		Check Total	<u>461.54</u>
Total number of payments: 1		Total	461.54

DSHS Central Lab Mc2004 Check #: 58946 2024 02-80-9451	Check date: 4/25/2024 4/2/2024 Sample Analysis	CEN_CD3696_032024 PWS ID 2460006	212.00
		Invoice Total	<u>212.00</u>
		Check Total	<u>212.00</u>
Total number of payments: 1		Total	212.00

Environmental Monitoring Laboratory, Llc Check #: 58903 24030027 02-81-9451	Check date: 4/11/2024 3/31/2024 Sample Analysis	24030027 / MARCH 2024 TCOS	541.44
		Invoice Total	<u>541.44</u>
		Check Total	<u>541.44</u>

Total number of payments: 1 **Total** **541.44**

ETT - Electric Transmission Texas, Llc

Check #: 58904
374-21488359
02-70-9322

Check date: 4/11/2024
4/2/2024
TCOS

374-21488359 TCOS MARCH 2024

1,047.67

Invoice Total **1,047.67**

Check Total **1,047.67**

Total number of payments: 1 **Total** **1,047.67**

FERGUSON WATERWORKS #1106

Check #: 58879
1280568/1280565
02-81-9101
02-81-9101

Check date: 4/4/2024
3/22/2024
Operating Supplies - Not Office
Operating Supplies - Not Office

1280568/1280565 Supplies

1,017.25

957.06

Invoice Total **1,974.31**

Check Total **1,974.31**

Check #: 58947
1281367
02-81-9101

Check date: 4/25/2024
3/29/2024
Operating Supplies - Not Office

#55303 - #1281367 SUPPLIES

2,247.31

Invoice Total **2,247.31**

Check Total **2,247.31**

Total number of payments: 2 **Total** **4,221.62**

GAYLE JONES

Check #: 58880
APRIL 2024 STIPEND
01-11-7012

Check date: 4/4/2024
4/1/2024
Council Stipends

APRIL 2024 STIPEND

10.00

Invoice Total **10.00**

Check Total **10.00**

Total number of payments: 1 **Total** **10.00**

GENERAL CODE

Check #: 58948
GC00125465
01-11-8401

Check date: 4/25/2024
4/1/2024
Legal Expenses

ECODE360 ANNUAL MAINTENANCE

1,195.00

Invoice Total **1,195.00**

	Check Total	<u>1,195.00</u>
Total number of payments: 1	Total	<u>1,195.00</u>

GEUS

Check #: 58905	Check date: 4/11/2024		
24-03-01	4/1/2024	#24-03-01 TCOS MARCH 2024	
02-70-9322	TCOS		10.63
		Invoice Total	<u>10.63</u>
		Check Total	<u>10.63</u>
Total number of payments: 1		Total	<u>10.63</u>

Golden Spread Electric Cooperative, Inc

Check #: 58906	Check date: 4/11/2024		
TCOS-24-0302	3/31/2024	TCOS-24-0302 JAN THRU MARCH 2024	
02-70-9322	TCOS		84.50
		Invoice Total	<u>84.50</u>
		Check Total	<u>84.50</u>
Total number of payments: 1		Total	<u>84.50</u>

Greg Willis

Check #: 58949	Check date: 4/25/2024		
34	4/17/2024	#34 Hooked up service line	
02-81-7652	Contract Services- Emergency		375.00
		Invoice Total	<u>375.00</u>
		Check Total	<u>375.00</u>
Check #: 58969	Check date: 4/25/2024		
Repairs-City Hall	4/25/2024	Repairs for City Hall AC Units	
02-81-7652	Contract Services- Emergency		5,500.00
		Invoice Total	<u>5,500.00</u>
		Check Total	<u>5,500.00</u>
Total number of payments: 2		Total	<u>5,875.00</u>

Henry Schein, Inc

Check #: 58881	Check date: 4/4/2024		
77388260	3/15/2024	77388260 FIRE DEPT MEDICAL SUPPLIES	
01-14-8451	Medical Supplies		555.81

			Invoice Total	555.81
			Check Total	555.81
Check #: 58950	Check date: 4/25/2024			
79618084/79570241/80687682	3/26/2024	79618084/79570241/80687682 FIRE DEPAF		
01-14-8451	Medical Supplies			286.15
			Invoice Total	286.15
79641715	4/4/2024	79641715 / 1633627 - LITHION BATTERY P/		2,295.00
01-14-8451	Medical Supplies		Invoice Total	2,295.00
			Check Total	2,581.15
Total number of payments: 2			Total	3,136.96

Home Depot Credit Services				
Check #: 58951	Check date: 4/25/2024			
9571032	3/8/2024	#1833 Home Depot Credit Charges		
01-14-9101	Operating Supplies - Not Office			309.56
			Invoice Total	309.56
			Check Total	309.56
Total number of payments: 1			Total	309.56

Internal Revenue Service				
eCheck #: N/A	Check date: 4/9/2024			
PY4112024	4/11/2024	Federal Tax		
01-2100	Federal Taxes Payable			1,889.17
02-2100	Federal Taxes Payable			207.12
			Invoice Total	2,096.29
			Check Total	2,096.29
eCheck #: N/A	Check date: 4/9/2024			
PY4112024	4/11/2024	Social Security-Employee		
01-2100	Federal Taxes Payable			1,563.75
02-2100	Federal Taxes Payable			135.41
			Invoice Total	1,699.16
			Check Total	1,699.16
eCheck #: N/A	Check date: 4/9/2024			
PY4112024	4/11/2024	Medicare-Employee		
01-2100	Federal Taxes Payable			365.70

02-2100	Federal Taxes Payable		31.67
		Invoice Total	397.37
		Check Total	397.37
eCheck #: N/A	Check date: 4/9/2024		
PY4112024	4/11/2024	Medicare-Employer	
01-2100	Federal Taxes Payable		365.70
02-2100	Federal Taxes Payable		31.67
		Invoice Total	397.37
		Check Total	397.37
eCheck #: N/A	Check date: 4/9/2024		
PY4112024	4/11/2024	Social Security-Employer	
01-2100	Federal Taxes Payable		1,563.75
02-2100	Federal Taxes Payable		135.41
		Invoice Total	1,699.16
		Check Total	1,699.16
eCheck #: N/A	Check date: 4/22/2024		
PY4252024	4/25/2024	Federal Tax	
01-2100	Federal Taxes Payable		1,869.10
02-2100	Federal Taxes Payable		207.12
		Invoice Total	2,076.22
		Check Total	2,076.22
eCheck #: N/A	Check date: 4/22/2024		
PY4252024	4/25/2024	Social Security-Employee	
01-2100	Federal Taxes Payable		1,567.68
02-2100	Federal Taxes Payable		135.41
		Invoice Total	1,703.09
		Check Total	1,703.09
eCheck #: N/A	Check date: 4/22/2024		
PY4252024	4/25/2024	Medicare-Employee	
01-2100	Federal Taxes Payable		366.63
02-2100	Federal Taxes Payable		31.67
		Invoice Total	398.30
		Check Total	398.30
eCheck #: N/A	Check date: 4/22/2024		
PY4252024	4/25/2024	Medicare-Employer	

01-2100	Federal Taxes Payable		366.63
02-2100	Federal Taxes Payable		31.67
		Invoice Total	398.30
		Check Total	398.30

eCheck #: N/A	Check date: 4/22/2024		
PY4252024	4/25/2024	Social Security-Employer	
01-2100	Federal Taxes Payable		1,567.68
02-2100	Federal Taxes Payable		135.41
		Invoice Total	1,703.09
		Check Total	1,703.09
		Total	12,568.35

Total number of payments: 10

Jarrell-Schwertner Water Supply, Corp	Check date: 4/11/2024		
Check #: 58907	4/1/2024	#610 CEMETARY WATER	
March 2024	Purchased Water		62.10
01-20-9351		Invoice Total	62.10
		Check Total	62.10
		Total	62.10

Total number of payments: 1

Jesse Luna	Check date: 4/4/2024		
Check #: 58882	4/1/2024	APRIL 2024 STIPEND	
APRIL 2024 STIPEND	Council Stipends		10.00
01-11-7012		Invoice Total	10.00
		Check Total	10.00
		Total	10.00

Total number of payments: 1

Jurgensen Pump, Llc	Check date: 4/4/2024		
Check #: 58883	3/21/2024	#9519 WWTP LIFT STATION PUMP #2	
9519	Wells, Lines, & Meters		5,935.00
02-80-9502		Invoice Total	5,935.00
9520	3/21/2024	#9520 - WWTP LIFT STATION PUMP #1	
02-80-9502	Wells, Lines, & Meters		7,428.00
		Invoice Total	7,428.00

	Check Total	13,363.00
Total number of payments: 1	Total	13,363.00

L&O SERVICES

Check #: 58884	Check date: 4/4/2024		
00019174	3/4/2024	#00019174 POOL SUPPLIES	
01-15-7501	Chemicals		422.94
		Invoice Total	422.94
		Check Total	422.94
Total number of payments: 1		Total	422.94

Lcra-(Lower Colorado River Authority)

Check #: 58908	Check date: 4/11/2024		
0011661	3/29/2024	003720 / TCOS0011661 MARCH 2024	
02-70-9322	TCOS		2,038.73
		Invoice Total	2,038.73
		Check Total	2,038.73
Total number of payments: 1		Total	2,038.73

Lone Star Transmission, LLC

Check #: 58909	Check date: 4/11/2024		
MARCH 2024	4/1/2024	TCOS MARCH 2024	
02-70-9322	TCOS		319.82
		Invoice Total	319.82
		Check Total	319.82
Total number of payments: 1		Total	319.82

Lonestar Maintenance & Service, Inc.

Check #: 58910	Check date: 4/11/2024		
B32770	4/1/2024	B32770 - MONTHLY CHLORINE BOTTLE REN'	
02-80-9101	Operating Supplies - Not Office		51.53
		Invoice Total	51.53
		Check Total	51.53
Total number of payments: 1		Total	51.53

LUBBOCK POWER & LIGHT

Check #: 58911	Check date: 4/11/2024	
----------------	-----------------------	--

64-33	3/31/2024	64-33 MARCH 2024 TCOS	
02-70-9322	TCOS		68.14
		Invoice Total	<u>68.14</u>
		Check Total	<u>68.14</u>
Total number of payments: 1		Total	68.14

Mid-American Research Chemical			
Check #: 58912	Check date: 4/11/2024		
0814851	3/21/2024	#0814851 / 00-6404051 CHEMICALS	
02-80-7501	Chemicals		957.00
		Invoice Total	<u>957.00</u>
		Check Total	<u>957.00</u>
Total number of payments: 1		Total	957.00

MRB GROUP			
Check #: 58928	Check date: 4/17/2024		
59669/50375/50586/51291/51699/52639	4/3/2024	59669/50375/50586/51291/51699/52639 il	
02-70-7654	Engineering Services		86,727.69
		Invoice Total	<u>86,727.69</u>
		Check Total	<u>86,727.69</u>
Total number of payments: 1		Total	86,727.69

NewGen Strategies & Solutions			
Check #: 58952	Check date: 4/25/2024		
18687	4/15/2024	#18687 Professional Services - Rate Study	
02-70-7651	Contract Services-Regularly Scheduled		1,063.13
02-81-7651	Contract Services-Regularly Scheduled		1,063.12
		Invoice Total	<u>2,126.25</u>
		Check Total	<u>2,126.25</u>
Total number of payments: 1		Total	2,126.25

Office Depot			
Check #: 58913	Check date: 4/11/2024		
MARCH 2024	3/31/2024	6011-5685-2450-0394 LAPTOP FOR PERMI	
01-11-8551	Office Supplies		899.99
		Invoice Total	<u>899.99</u>

	Check Total	899.99
Total number of payments: 1	Total	899.99

OMNIBASE SERVICES OF TEXAS, LP

Check #: 58914	Check date: 4/11/2024		
124-101014	4/1/2024	124-101014 21 CONVICTIONS	
01-12-7801	Court Costs, Fines, & Fees		84.00

	Invoice Total	84.00
--	---------------	--------------

	Check Total	84.00
--	-------------	--------------

	Total	84.00
--	--------------	--------------

Oncor Electric Delivery

Check #: 58953	Check date: 4/25/2024		
TRN0035689	3/31/2024	TRN0035689 / 407626 TCOS MARCH 2024	
02-70-9322	TCOS		4,566.84

	Invoice Total	4,566.84
--	---------------	-----------------

	Check Total	4,566.84
--	-------------	-----------------

	Total	4,566.84
--	--------------	-----------------

Philip Weaver

Check #: 58885	Check date: 4/4/2024		
APRIL 2024 STIPEND	4/1/2024	APRIL 2024 STIPEND	
01-11-7012	Council Stipends		10.00

	Invoice Total	10.00
--	---------------	--------------

	Check Total	10.00
--	-------------	--------------

	Total	10.00
--	--------------	--------------

Quadient Finance Usa, Inc

Check #: 58954	Check date: 4/25/2024		
7900 0440 8040 6543	4/1/2024	#7900044080406543 LABELS FOR POSTAGE	
01-11-8701	Postage Fees & Subscriptions		116.87

	Invoice Total	116.87
--	---------------	---------------

	Check Total	116.87
--	-------------	---------------

	Total	116.87
--	--------------	---------------

Quill LLC

Check #: 58886	Check date: 4/4/2024	
----------------	----------------------	--

37685541 01-11-8551	3/13/2024 Office Supplies	ACCT#8793857 / 176299535/ 37685541 OF	1,444.88
		Invoice Total	1,444.88
37798308 01-18-8551	3/20/2024 Office Supplies	LIBRARY- TAPE FOR BROTHER LABEL MAKEF	94.74
		Invoice Total	94.74
		Check Total	1,539.62
Check #: 58955 37911909 01-11-8551	Check date: 4/25/2024 3/27/2024 Office Supplies	#8793857 / 176592804 / 37911909 INK FO	117.99
		Invoice Total	117.99
		Check Total	117.99
Total number of payments: 2		Total	1,657.61

Rayburn Electric Coop Check #: 58956 2024-5056 02-70-9322	Check date: 4/25/2024 3/31/2024 TCOS	2024-5056 MARCH 2024- TCOS	186.57
		Invoice Total	186.57
		Check Total	186.57
Total number of payments: 1		Total	186.57

Ready Refresh Check #: 58915 04C0125962993 02-80-9101	Check date: 4/11/2024 3/27/2024 Operating Supplies - Not Office	#0125962993-WASTEWATER PLANT-DRINK	1.50
		Invoice Total	1.50
		Check Total	1.50
Total number of payments: 1		Total	1.50

Reliable Tire Disposal Check #: 58957 52403 01-13-7155	Check date: 4/25/2024 4/10/2024 Code Abatement	Reliable Tire Disposal - 52403	3,200.00
		Invoice Total	3,200.00
		Check Total	3,200.00

Total number of payments: 1 **Total** **3,200.00**

Rio Grande Electric Co-Op

Check #: 58916

151425

02-70-9322

Check date: 4/11/2024

2/13/2024

TCOS

151425 - TCOS 2023

27.85

Invoice Total

27.85

Check Total

27.85

Total number of payments: 1

Total

27.85

RODOLFO MALDONADO

Check #: 58929

04-10192-01

02-81-8601

Check date: 4/17/2024

4/17/2024

Permit Fees

REFUND: SERVICE LINE EXTENSION

1,082.00

Invoice Total

1,082.00

Check Total

1,082.00

Total number of payments: 1

Total

1,082.00

San Miguel Electric Cooperative, Inc

Check #: 58958

T091-2403

02-70-9322

Check date: 4/25/2024

4/11/2024

TCOS

#T0912403 TCOS

11.66

Invoice Total

11.66

Check Total

11.66

Total number of payments: 1

Total

11.66

Schneider Engineering, Ltd.

Check #: 58917

0071821

02-70-7651

Check date: 4/11/2024

4/5/2024

Contract Services-Regularly Scheduled

24BART20-REGULATORY SUPPORT ATCS #1

750.00

Invoice Total

750.00

Check Total

750.00

Total number of payments: 1

Total

750.00

Sharyland Utilities, Lp

Check #: 58959

1800000125

Check date: 4/25/2024

3/31/2024

5000512 / 1800000125 MARCH 2024 TCOS

02-70-9322	TCOS		132.62
		Invoice Total	<u>132.62</u>
		Check Total	<u>132.62</u>
Total number of payments: 1		Total	132.62

Shelton Gilmore			
Check #: 58887	Check date: 4/4/2024		
APRIL 2024 STIPEND	4/1/2024	APRIL 2024 STIPEND	
01-11-7012	Council Stipends		10.00
		Invoice Total	<u>10.00</u>
		Check Total	<u>10.00</u>
Total number of payments: 1		Total	10.00

South Texas Electric Cooperative, Inc			
Check #: 58918	Check date: 4/11/2024		
005834	3/31/2024	005834 / 01247 TCOS MARCH 2024	
02-70-9322	TCOS		317.44
		Invoice Total	<u>317.44</u>
		Check Total	<u>317.44</u>
Total number of payments: 1		Total	317.44

State Comptroller			
Check #: 58919	Check date: 4/11/2024		
QTR ENDING 3/31/24	4/1/2024	QUARTER ENDING 3/31/2024 #74-600022	
01-12-7801	Court Costs, Fines, & Fees		4,981.89
		Invoice Total	<u>4,981.89</u>
		Check Total	<u>4,981.89</u>
Total number of payments: 1		Total	4,981.89

Steglich Feed And Farm Supply, Inc			
Check #: 58960	Check date: 4/25/2024		
MARCH 2024	4/9/2024	MARCH 2024 CREDIT CHARGES	
02-80-9101	Operating Supplies - Not Office		330.73
		Invoice Total	<u>330.73</u>
		Check Total	<u>330.73</u>
Total number of payments: 1		Total	330.73

STOCKLIN CO.

Check #: 58888
116186
01-15-8851

Check date: 4/4/2024
3/22/2024
Facility Maintenance

116186-BASEBALL COMPLEX : TRUCKING IN

2,067.16

Invoice Total

2,067.16

Check Total

2,067.16

Total

2,067.16

Total number of payments: 1

Techline Construction, Llc

Check #: 58920
12005116-00
02-70-7651

Check date: 4/11/2024
3/28/2024
Contract Services-Regularly Scheduled

12005116-00 ELECTRIC CREW 3/22/24

7,458.00

Invoice Total

7,458.00

Check Total

7,458.00

Check #: 58961
12005121-00
02-70-7651

Check date: 4/25/2024
4/15/2024
Contract Services-Regularly Scheduled

4/2/24 EMERGENCY CREW -COTRELL, EVIE,

8,415.55

Invoice Total

8,415.55

Check Total

8,415.55

Total

15,873.55

Total number of payments: 2

Techline, Inc

Check #: 58889
1352125-00
02-70-9101

Check date: 4/4/2024
3/18/2024
Operating Supplies - Not Office

9414 / 1352125-00 ELECTRIC DEPT SUPPLI

494.00

Invoice Total

494.00

Check Total

494.00

Check #: 58962
1351027-00
02-70-9101

Check date: 4/25/2024
4/5/2024
Operating Supplies - Not Office

9414 / 1351027-00 SUPPLIES

3,540.00

Invoice Total

3,540.00

Check Total

3,540.00

Total

4,034.00

Total number of payments: 2

TEMPLE DAILY TELEGRAM

Check #: 58890

Check date: 4/4/2024

ACCT#12752795
01-11-7111

3/25/2024
Advertising and Legal Notices

ACCT# 12752795 ADVERTISING

643.67
Invoice Total 643.67
Check Total 643.67
Total 643.67

Total number of payments: 1

Texas Child Support SDU

eCheck #: N/A
PY4112024
01-2125

Check date: 4/9/2024
4/11/2024
Child Support Payable

Obligor: Darritt J CrathersObligee: Case #: I
207.69
Invoice Total 207.69
Check Total 207.69

eCheck #: N/A
PY4112024
01-2125

Check date: 4/9/2024
4/11/2024
Child Support Payable

Obligor: James E FletcherObligee: Case #: F
327.23
Invoice Total 327.23
Check Total 327.23

eCheck #: N/A
PY4112024
02-2125

Check date: 4/9/2024
4/11/2024
Child Support Payable

Obligor: Benny S HunnObligee: Case #: Pay
230.77
Invoice Total 230.77
Check Total 230.77

eCheck #: N/A
PY4252024
01-2125

Check date: 4/22/2024
4/25/2024
Child Support Payable

Obligor: Darritt J CrathersObligee: Case #: I
207.69
Invoice Total 207.69
Check Total 207.69

eCheck #: N/A
PY4252024
01-2125

Check date: 4/22/2024
4/25/2024
Child Support Payable

Obligor: James E FletcherObligee: Case #: F
327.23
Invoice Total 327.23
Check Total 327.23

eCheck #: N/A
PY4252024
02-2125

Check date: 4/22/2024
4/25/2024
Child Support Payable

Obligor: Benny S HunnObligee: Case #: Pay
230.77

Invoice Total	230.77
Check Total	230.77
Total	1,531.38

Total number of payments: 6

TEXAS METER & DEVICE COMPANY

Check #: 58891	Check date: 4/4/2024		
0213271	3/25/2024	0213271-CONSULT SERVICES 3/20/24 4 ST	
02-70-9501	Electric Meters		1,000.00

Invoice Total	1,000.00
Check Total	1,000.00
Total	1,000.00

Total number of payments: 1

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

Check #: 58930	Check date: 4/17/2024		
APRIL 2024	4/1/2024	TMLIRP APRIL 2024 - 1914	
01-11-7031	Workers Comp		5,510.90

Invoice Total	5,510.90
Check Total	5,510.90
Total	5,510.90

Total number of payments: 1

Texas Municipal Power Agency

Check #: 58921	Check date: 4/11/2024		
000024419	3/31/2024	000024419 - TCOS MARCH 2024	
02-70-9322	TCOS		102.50

Invoice Total	102.50
Check Total	102.50
Total	102.50

Total number of payments: 1

Texas Workforce Commission Unemployment Tax

eCheck #: N/A	Check date: 4/1/2024		
2024 Q1	4/1/2024	ACH PAYMENT: #34779581 UNEMPLOYMENT	
01-2110	State Unemployment Taxes Payable		1,232.10

Invoice Total	1,232.10
Check Total	1,232.10

Check #: 58893	Check date: 4/9/2024		
PY4112024	4/11/2024	TWC	

01-2110	State Unemployment Taxes Payable		0.58
		Invoice Total	<u>0.58</u>
		Check Total	<u>0.58</u>
Check #: 58933	Check date: 4/22/2024		
PY4252024	4/25/2024	TWC	
01-2110	State Unemployment Taxes Payable		0.58
		Invoice Total	<u>0.58</u>
		Check Total	<u>0.58</u>
Total number of payments: 3		Total	<u>1,233.26</u>

Thomson Reuters-West			
Check #: 58963	Check date: 4/25/2024		
850024194	4/1/2024	1000520025 / 850024194 SUBSCRIPTION C	
01-11-8701	Postage Fees & Subscriptions		20.34
		Invoice Total	<u>20.34</u>
		Check Total	<u>20.34</u>
Total number of payments: 1		Total	<u>20.34</u>

Tim's Auto Repair			
Check #: 58922	Check date: 4/11/2024		
41161	3/22/2024	#41161 Replace Batteries 2015 Ford F650	
02-80-9401	Vehicle Maintenance		376.00
		Invoice Total	<u>376.00</u>
		Check Total	<u>376.00</u>
Total number of payments: 1		Total	<u>376.00</u>

TML - Texas Municipal League			
Check #: 58964	Check date: 4/25/2024		
C-1314	4/10/2024	C-1314 DUES FOR 7/1/2024 TO 6/30/2025	
01-11-7951	Dues and Membership Fees		651.00
		Invoice Total	<u>651.00</u>
		Check Total	<u>651.00</u>
Total number of payments: 1		Total	<u>651.00</u>

TML Health Benefits Pool
 eCheck #: N/A Check date: 4/9/2024

PY4112024	4/11/2024	Health-Employer	
01-2140	Health Insurance Payable		4,192.40
02-2140	Health Insurance Payable		419.24
		Invoice Total	4,611.64
		Check Total	4,611.64
eCheck #: N/A	Check date: 4/9/2024		
PY4112024	4/11/2024	Health-Employee	
01-2140	Health Insurance Payable		1,288.89
		Invoice Total	1,288.89
		Check Total	1,288.89
Check #: 58965	Check date: 4/25/2024		
90658	4/24/2024	Case#90358 - May 2024 Final Balance	
01-2140	Health Insurance Payable		11,276.48
		Invoice Total	11,276.48
		Check Total	11,276.48
eCheck #: N/A	Check date: 4/22/2024		
PY4252024	4/25/2024	Health-Employer	
01-2140	Health Insurance Payable		4,192.40
02-2140	Health Insurance Payable		419.24
		Invoice Total	4,611.64
		Check Total	4,611.64
eCheck #: N/A	Check date: 4/22/2024		
PY4252024	4/25/2024	Health-Employee	
01-2140	Health Insurance Payable		1,288.89
		Invoice Total	1,288.89
		Check Total	1,288.89
Total number of payments: 5			Total
			23,077.54

TMRS- Texas Municipal Retirement System

eCheck #: N/A	Check date: 4/9/2024		
PY4112024	4/11/2024	TMRS-Employee	
01-2120	Retirement Plan Payable		1,749.36
02-2120	Retirement Plan Payable		152.88
		Invoice Total	1,902.24
		Check Total	1,902.24

eCheck #: N/A	Check date: 4/9/2024		
PY4112024	4/11/2024	TMRS-Employer	
01-2120	Retirement Plan Payable		3,076.38
02-2120	Retirement Plan Payable		268.85
		Invoice Total	3,345.23
		Check Total	3,345.23

eCheck #: N/A	Check date: 4/22/2024		
PY4252024	4/25/2024	TMRS-Employee	
01-2120	Retirement Plan Payable		1,753.80
02-2120	Retirement Plan Payable		152.88
		Invoice Total	1,906.68
		Check Total	1,906.68

eCheck #: N/A	Check date: 4/22/2024		
PY4252024	4/25/2024	TMRS-Employer	
01-2120	Retirement Plan Payable		3,084.20
02-2120	Retirement Plan Payable		268.85
		Invoice Total	3,353.05
		Check Total	3,353.05
Total number of payments: 4		Total	10,507.20

TNMP			
Check #: 58966	Check date: 4/25/2024		
70208	4/8/2024	#00012/70208/28795 TCOS MARCH 2024	
02-70-9322	TCOS		449.39
		Invoice Total	449.39
		Check Total	449.39
Total number of payments: 1		Total	449.39

Unifirst Corporation			
Check #: 58923	Check date: 4/11/2024		
MARCH 2024	3/31/2024	#1637617 MARCH 2024 UNIFORMS	
02-80-9301	Uniform Expense		356.06
		Invoice Total	356.06
		Check Total	356.06
Total number of payments: 1		Total	356.06

UNITED STATES TREASURY

Check #: 58925
 04152024-TRUST FUND PORTION ONLY
 01-00-7024

Check date: 4/15/2024
 4/15/2024
 Past Due IRS Tax Liability

TRUST FUND PORTION ONLY

517,130.49
Invoice Total 517,130.49
Check Total 517,130.49
Total 517,130.49

Total number of payments: 1

USIO OUTPUT SOLUTIONS

Check #: 58931
 31789
 01-11-8701

Check date: 4/17/2024
 3/29/2024
 Postage Fees & Subscriptions

#31789 BILLING JOB 287847 - 287721/287

438.85
Invoice Total 438.85
Check Total 438.85
Total 438.85

Total number of payments: 1

USIO OUTPUT SOLUTIONS, INC

Check #: 58932
 0016740
 01-11-8701

Check date: 4/17/2024
 3/29/2024
 Postage Fees & Subscriptions

#0016740 BILLS JOB 287870 / 287654

477.88
Invoice Total 477.88
Check Total 477.88
Total 477.88

Total number of payments: 1

Utility Service Co, Inc

Check #: 58967
 601305
 02-80-7653

Check date: 4/25/2024
 4/1/2024
 Water Tank Repair and Maintenance

#27782 / 601305 QUARTERLY 200000 PEDI

3,363.04
Invoice Total 3,363.04
Check Total 3,363.04
Total 3,363.04

Total number of payments: 1

Vickie Cooper

Check #: 58892
 APRIL 2024 STIPEND
 01-11-7012

Check date: 4/4/2024
 4/1/2024
 Council Stipends

APRIL 2024 STIPEND

10.00

Invoice Total	10.00
Check Total	10.00
Total	10.00

Total number of payments: 1

WETT - Wind Energy Transmission Of Texas, Llc

Check #: 58924	Check date: 4/11/2024
10044004	3/28/2024
02-70-9322	TCOS

10044004 MARCH 2024 TCOS

308.12

Invoice Total	308.12
Check Total	308.12
Total	308.12

Total number of payments: 1

WSC Energy

eCheck #: N/A	Check date: 4/17/2024
EW730187583178	4/12/2024
02-70-8751	Purchased Power

EW730187583178 PURCHASED POWER

35,558.47

Invoice Total	35,558.47
Check Total	35,558.47
Total	35,558.47

Total number of payments: 1

Xerox Corporation

Check #: 58968	Check date: 4/25/2024
021027609	4/1/2024
01-11-8551	Office Supplies

705067072 / 021027609 COLOR COPIER - C

336.47

Invoice Total	336.47
Check Total	336.47
Total	336.47

Total number of payments: 1

Grand Total	819,002.29
--------------------	-------------------

City of Bartlett
Council Report
Check Date: 4/1/2024 to 4/30/2024

4/30/2024 2:26:09 PM

Department	Check Date	Vendor Name	Account Description	Description	Amount
------------	------------	-------------	---------------------	-------------	--------

\$819,002.29

01 - General Fund

Non-Departmental

4/1/2024	Texas Workforce Commission Unemployment Tax	State Unemployment Taxes Payable	ACH PAYMENT: #34779581 UNEMPLOYMENT TAX SERVICES	\$1,232.10
4/9/2024	Texas Child Support SDU	Child Support Payable	Child Support-TX2, Child Support-TX 4/9/2024	\$327.23
4/9/2024	Texas Child Support SDU	Child Support Payable	Child Support-TX 4/9/2024	\$207.69
4/9/2024	TML Health Benefits Pool	Health Insurance Payable	Health-Employee 4/9/2024	\$1,288.89
4/9/2024	TML Health Benefits Pool	Health Insurance Payable	Health-Employer 4/9/2024	\$4,192.40
4/9/2024	TMRS- Texas Municipal Retirement System	Retirement Plan Payable	TMRS-Employer 4/9/2024	\$3,076.38
4/9/2024	Internal Revenue Service	Federal Taxes Payable	Social Security-Employer 4/9/2024	\$1,563.75
4/9/2024	Internal Revenue Service	Federal Taxes Payable	Medicare-Employer 4/9/2024	\$365.70
4/9/2024	Texas Workforce Commission Unemployment Tax	State Unemployment Taxes Payable	TWC 4/9/2024	\$0.58
4/9/2024	Internal Revenue Service	Federal Taxes Payable	Federal Tax 4/9/2024	\$1,889.17
4/9/2024	Internal Revenue Service	Federal Taxes Payable	Social Security-Employee 4/9/2024	\$1,563.75
4/9/2024	Internal Revenue Service	Federal Taxes Payable	Medicare-Employee 4/9/2024	\$365.70
4/9/2024	TMRS- Texas Municipal Retirement System	Retirement Plan Payable	TMRS-Employee 4/9/2024	\$1,749.36
4/15/2024	UNITED STATES TREASURY	Past Due IRS Tax Liability	TRUST FUND PORTION ONLY	\$517,130.49
4/22/2024	Texas Child Support SDU	Child Support Payable	Child Support-TX2, Child Support-TX 4/23/2024	\$327.23
4/22/2024	Texas Child Support SDU	Child Support Payable	Child Support-TX 4/23/2024	\$207.69
4/22/2024	TML Health Benefits Pool	Health Insurance Payable	Health-Employee 4/23/2024	\$1,288.89
4/22/2024	TML Health Benefits Pool	Health Insurance Payable	Health-Employer 4/23/2024	\$4,192.40
4/22/2024	TMRS- Texas Municipal Retirement System	Retirement Plan Payable	TMRS-Employer 4/23/2024	\$3,084.20
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Social Security-Employer 4/23/2024	\$1,567.68
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Medicare-Employer 4/23/2024	\$366.63

4/22/2024	Texas Workforce Commission Unemployment Tax	State Unemployment Taxes Payable	TWC 4/23/2024	\$0.58
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Federal Tax 4/23/2024	\$1,869.10
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Social Security-Employee 4/23/2024	\$1,567.68
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Medicare-Employee 4/23/2024	\$366.63
4/22/2024	TMRS- Texas Municipal Retirement System	Retirement Plan Payable	TMRS-Employee 4/23/2024	\$1,753.80
4/25/2024	TML Health Benefits Pool	Health Insurance Payable	Case#90358 - May 2024 Final Balance	\$11,276.48
Total				\$562,822.18

Municipal Court

4/4/2024	David Scott Matthew	Judge	PAYROLL : JUDGE SCOTT MATTHEW	\$461.54
4/11/2024	OMNIBASE SERVICES OF TEXAS, LP	Court Costs, Fines, & Fees	124-101014 21 CONVICTIONS	\$84.00
4/11/2024	State Comptroller	Court Costs, Fines, & Fees	QUARTER ENDING 3/31/2024 #74-6000224-3	\$4,981.89
Total				\$5,527.43

Administration

4/4/2024	Vickie Cooper	Council Stipends	APRIL 2024 STIPEND	\$10.00
4/4/2024	Philip Weaver	Council Stipends	APRIL 2024 STIPEND	\$10.00
4/4/2024	Jesse Luna	Council Stipends	APRIL 2024 STIPEND	\$10.00
4/4/2024	GAYLE JONES	Council Stipends	APRIL 2024 STIPEND	\$10.00
4/4/2024	Shelton Gilmore	Council Stipends	APRIL 2024 STIPEND	\$10.00
4/4/2024	Quill LLC	Office Supplies	ACCT#8793857 / 176299535/ 37685541 OFFICE SUPPLIES	\$1,444.88
4/4/2024	TEMPLE DAILY TELEGRAM	Advertising and Legal Notices	ACCT# 12752795 ADVERTISING	\$643.67
4/4/2024	AT&T	Telephone & Internet Services	512A4470458840 MARCH 2024	\$763.33
4/4/2024	Chad Mees	Council Stipends	APRIL 2024 STIPEND	\$225.00
4/11/2024	BARTLETT AUTO SERVICE LLC	Miscellaneous- Copies & Faxes	#48 - 30 TIRES DISMOUNTED + 2 OVERSIZE TIRES DISMOUNTED	\$170.00

4/11/2024	Office Depot	Office Supplies	6011-5685-2450-0394 LAPTOP FOR PERMIT DEPT	\$899.99
4/17/2024	USIO OUTPUT SOLUTIONS, INC	Postage Fees & Subscriptions	#0016740 BILLS JOB 287870 / 287654	\$477.88
4/17/2024	USIO OUTPUT SOLUTIONS	Postage Fees & Subscriptions	#31789 BILLING JOB 287847 - 287721/287870	\$438.85
4/17/2024	TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL	Workers Comp	TMLIRP APRIL 2024 - 1914	\$5,510.90
4/25/2024	Quill LLC	Office Supplies	#8793857 / 176592804 / 37911909 INK FOR SP. PRINTER	\$117.99
4/25/2024	Xerox Corporation	Office Supplies	705067072 / 021027609 COLOR COPIER - CITY HALL	\$336.47
4/25/2024	Bug Master	Facility Maintenance	PEST CONTROL # 150874 / 479860	\$39.66
4/25/2024	Quadient Finance Usa,Inc	Postage Fees & Subscriptions	#7900044080406543 LABELS FOR POSTAGE	\$116.87
4/25/2024	TML - Texas Municipal League	Dues and Membership Fees	C-1314 DUES FOR 7/1/2024 TO 6/30/2025	\$651.00
4/25/2024	GENERAL CODE	Legal Expenses	ECODE360 ANNUAL MAINTENANCE	\$1,195.00
4/25/2024	Thomson Reuters-West	Postage Fees & Subscriptions	1000520025 / 850024194 SUBSCRIPTION CHARGES	\$20.34

Total \$13,101.83

Parks and Recreation

4/4/2024	STOCKLIN CO.	Facility Maintenance	116186-BASEBALL COMPLEX : TRUCKING IN DIRT	\$2,067.16
4/4/2024	AT&T	Telephone & Internet Services	512A4470458840 MARCH 2024	\$61.92
4/4/2024	L&O SERVICES	Chemicals	#00019174 POOL SUPPLIES	\$422.94
4/4/2024	Chad Mees	Facility Maintenance	REIMBURSEMENT FOR BALLFIELD REPAIRS	\$86.51
4/4/2024	Chad Mees	Facility Maintenance	REIMBURSEMENT FOR BALLFIELD REPAIRS	\$168.87
4/4/2024	Chad Mees	Facility Maintenance	REIMBURSEMENT FOR BALLFIELD REPAIRS	\$411.24

Total \$3,218.64

Police

4/4/2024	BARTLETT AUTO SERVICE LLC	Equipment Maintenance	POLICE DEPT: 2020 CHEVY TAHOE FLAT TIRE	\$25.00
4/4/2024	AT&T	Telephone & Internet Services	512A4470458840 MARCH 2024	\$318.02
4/4/2024	CADENCE BANK	Capital Expenditures	INTEREST DUE: 00944000985459 POLICE DEPT LOAN BUILDING	\$55.62
4/11/2024	At&T U-Verse	Telephone & Internet Services	132208488 - POLICE DEPT UVERSE	\$101.43
4/25/2024	Reliable Tire Disposal	Code Abatement	Reliable Tire Disposal - 52403	\$3,200.00
4/25/2024	Bug Master	Facility Maintenance	PEST CONTROL # 150874 / 479860	\$39.67
4/25/2024	Atmos Energy	Purchased Gas Power	#4003502067 APRIL 2024 - POLICE DEPT - GAS	\$83.68
Total				\$3,823.42

Library

4/4/2024	Quill LLC	Office Supplies	LIBRARY- TAPE FOR BROTHER LABEL MAKER	\$94.74
4/4/2024	AT&T	Telephone & Internet Services	512A4470458840 MARCH 2024	\$415.72
4/25/2024	Bug Master	Facility Maintenance	PEST CONTROL # 150874 / 479860	\$39.67
4/25/2024	Biblionix	Books, Movies, Subscriptions	#100488 / iNV#9969 TEINERT MEMORIAL LIBRARY	\$1,130.00
Total				\$1,680.13

Fire

4/4/2024	AT&T	Telephone & Internet Services	512A4470458840 MARCH 2024	\$139.35
4/4/2024	Henry Schein, Inc	Medical Supplies	77388260 FIRE DEPT MEDICAL SUPPLIES	\$555.81
4/25/2024	CE Solutions	Training and Education	#243666 - 2 YEAR UNLIMITED CEU PROGRAM	\$2,412.00
4/25/2024	Henry Schein, Inc	Medical Supplies	79618084/79570241/80687682 FIRE DEPARTMENT MEDICAL SUPPLIES	\$286.15
4/25/2024	Home Depot Credit Services	Operating Supplies - Not Office	#1833 Home Depot Credit Charges	\$309.56
4/25/2024	Henry Schein, Inc	Medical Supplies	79641715 / 1633627 - LITHION BATTERY PACK	\$2,295.00

				Total	\$5,997.87
Baseball Complex					
4/4/2024	Bobby Lee Bartlett	Contract Services	APRIL 2024 CEMETARY LAWNCARE		\$1,300.00
4/11/2024	Jarrell-Schwertner Water Supply, Corp	Purchased Water	#610 CEMETARY WATER		\$62.10
4/11/2024	Danek Hardware & Lumber Inc.	Tools & Non-Capital Equipment	374748 - 2545273219 - PUBLIC WORKS		\$138.34
				Total	\$1,500.44
Streets					
4/25/2024	BLADES GROUP	Street Repair & Maintenance	18044264 BULK ASHPHALT		\$4,991.01
				Total	\$4,991.01

02 - Utilities Fund

Sewer

4/4/2024	FERGUSON WATERWORKS #1106	\ Operating Supplies - Not Office	1280568 CLAMPS	\$957.06
4/4/2024	FERGUSON WATERWORKS #1106	\ Operating Supplies - Not Office	1280565 COUPLINGS	\$1,017.25
4/4/2024	BARTLETT AUTO SERVICE LLC	\ Vehicle Maintenance	#30 FLAT TIRE REPAIRED ON 2013 CHEVY 2500	\$25.00
4/4/2024	Caterpillar Financial Services	\ Capital Expenditures	2172458 BACKHOE LOADER	\$1,116.02
4/11/2024	ATS	\ Permit Fees	470710 INSPECTIONS	\$935.00
4/11/2024	ATS	\ Permit Fees	465367 - RESIDENTIAL PLAN REVIEW 337 N. BOWIE RE ROOF	\$75.00
4/11/2024	ATS	\ Permit Fees	466195 RESIDENTIAL PLAN REVIEW 1237 W. BELL	\$75.00
4/11/2024	Environmental Monitoring Laboratory, Llc	\ Sample Analysis	24030027 / MARCH 2024 TCOS	\$541.44
4/17/2024	RODOLFO MALDONADO	\ Permit Fees	REFUND: SERVICE LINE EXTENSION	\$1,082.00
4/25/2024	ATS	\ Permit Fees	#473200 - COMMERCIAL PLAN REVIEW - 400 N BECKMAN - NEW FOTBALL FIELD	\$427.50
4/25/2024	ATS	\ Permit Fees	#473307 COMMERCIAL PLAN REVIEW 400 N BECKMAN - NEW SOFTBALL FIELD	\$332.50
4/25/2024	ATS	\ Permit Fees	#473345 COMMERCIAL PLAN REVIEW: 405 N. BECKMAN - NEW CAFETERIA	\$427.50
4/25/2024	ATS	\ Permit Fees	#473137 COMMERCIAL PLAN REVIEW - 112 EAST CLARK STREET- ELECTRICAL	\$332.50
4/25/2024	ATS	\ Permit Fees	RFMONFI #472423 - Residential Plan Review Re Roof 642 W. Bell	\$75.00
4/25/2024	ATS	\ Permit Fees	#472214 RESIDENTIAL PLAN REVIEW - STORAGE SHED 732 W. SCOTT ST	\$75.00
4/25/2024	FERGUSON WATERWORKS #1106	\ Operating Supplies - Not Office	#55303 - #1281367 SUPPLIES	\$2,247.31
4/25/2024	NewGen Strategies & Solutions	\ Contract Services- Regularly Scheduled	#18687 Professional Services - Rate Study	\$1,063.12

4/25/2024	Greg Willis	Contract Services- Emergency	#34 Hooked up service line	\$375.00
4/25/2024	Greg Willis	Contract Services- Emergency	Repairs for City Hall AC Units	\$5,500.00

Total \$16,679.20

Electric

4/4/2024	City Of Garland	TCOS	2400967-February 2024-TCOS # 54507	\$213.93
4/4/2024	Techline, Inc	Operating Supplies - Not Office	9414 / 1352125-00 ELECTRIC DEPT SUPPLIES	\$494.00
4/4/2024	CPS Energy	TCOS	#7000248212 / 301003129479 TCOS FEBRUARY 2024	\$747.51
4/4/2024	TEXAS METER & DEVICE COMPANY	Electric Meters	0213271-CONSULT SERVICES 3/20/24 4 SITES	\$1,000.00
4/4/2024	City Of Austin - Austin Energy	TCOS	11E2258708 TCOS FEBRUARY 2024	\$293.81
4/11/2024	GEUS	TCOS	#24-03-01 TCOS MARCH 2024	\$10.63
4/11/2024	Rio Grande Electric Co-Op	TCOS	151425 - TCOS 2023	\$27.85
4/11/2024	Lcra-(Lower Colorado River Authority)	TCOS	003720 / TCOS0011661 MARCH 2024	\$2,038.73
4/11/2024	Techline Construction, Llc	Contract Services- Regularly Scheduled	12005116-00 ELECTRIC CREW 3/22/24	\$7,458.00
4/11/2024	Golden Spread Electric Cooperative, Inc	TCOS	TCOS-24-0302 JAN THRU MARCH 2024	\$84.50
4/11/2024	Cross Texas Transmission, Llc	TCOS	012003 MARCH 2024 TCOS	\$232.07
4/11/2024	CNP HOUSTON ELECTRIC, LLC	TCOS	8332520 / 3001245473 TCOS FEBRUARY 2024	\$1,843.03
4/11/2024	Lone Star Transmission, Llc	TCOS	TCOS MARCH 2024	\$319.82
4/11/2024	WETT - Wind Energy Transmission Of Texas, Llc	TCOS	10044004 MARCH 2024 TCOS	\$308.12
4/11/2024	Schneider Engineering, Ltd.	Contract Services- Regularly Scheduled	24BART20-REGULATORY SUPPORT ATCS #R00000002176	\$750.00
4/11/2024	Texas Municipal Power Agency	TCOS	000024419 - TCOS MARCH 2024	\$102.50
4/11/2024	South Texas Electric Cooperative, Inc	TCOS	005834 / 01247 TCOS MARCH 2024	\$317.44
4/11/2024	AEP-AMERICAN ELECTRIC POWER	TCOS	169-21488181 MARCH 2024 TCOS	\$2,084.83

4/11/2024	ETT - Electric Transmission Texas, Llc	TCOS	374-21488359 TCOS MARCH 2024	\$1,047.67
4/11/2024	LUBBOCK POWER & LIGHT	TCOS	64-33 MARCH 2024 TCOS	\$68.14
4/17/2024	WSC Energy	Purchased Power	EW730187583178 PURCHASED POWER	\$35,558.47
4/17/2024	MRB GROUP	Engineering Services	59669/50375/50586/51291/51699/52639 INVOICES	\$86,727.69
4/25/2024	Oncor Electric Delivery	TCOS	TRN0035689 / 407626 TCOS MARCH 2024	\$4,566.84
4/25/2024	Sharyland Utilities, Lp	TCOS	5000512 / 1800000125 MARCH 2024 TCOS DOCKET 54507	\$132.62
4/25/2024	Brownsville Public Utilities Board	TCOS	#24-1367 TCOS MARCH 2024	\$32.69
4/25/2024	Brazos Electric Cooperative	TCOS	#RI 50950 001 TCOS MARCH 2024	\$444.87
4/25/2024	NewGen Strategies & Solutions	Contract Services- Regularly Scheduled	#18687 Professional Services - Rate Study	\$1,063.13
4/25/2024	City Of Denton	TCOS	910003900 TCOS 1/18/24 TO 4/8/24	\$266.09
4/25/2024	Techline Construction, Llc	Contract Services- Regularly Scheduled	4/2/24 EMERGENCY CREW - COTRELL, EVIE, CRYER, EMMA STREETS	\$8,415.55
4/25/2024	Techline, Inc	Operating Supplies - Not Office	9414 / 1351027-00 SUPPLIES	\$3,540.00
4/25/2024	TNMP	TCOS	#00012/70208/28795 TCOS MARCH 2024	\$449.39
4/25/2024	San Miguel Electric Cooperative, Inc	TCOS	#T0912403 TCOS	\$11.66
4/25/2024	BEC-Bartlett Electric Cooperative	TCOS	#12059- YARDLIGHTS AND BALLFIELD 3 PHASE - APRIL 2024	\$2,056.85
4/25/2024	City Of Garland	TCOS	2401094 TCOS MARCH 2024 DOCKET 54507	\$213.93
4/25/2024	Rayburn Electric Coop	TCOS	2024-5056 MARCH 2024- TCOS	\$186.57

Total \$163,108.93

Water

4/4/2024	Jurgensen Pump, Llc	Wells, Lines, & Meters	#9520 - WWTP LIFT STATION PUMP #1	\$7,428.00
4/4/2024	Jurgensen Pump, Llc	Wells, Lines, & Meters	#9519 WWTP LIFT STATION PUMP #2	\$5,935.00
4/4/2024	AT&T	Telephone & Internet Services	512A4470458840 MARCH 2024	\$120.73

4/4/2024	Act Pipe & Supply, Inc	Operating Supplies - Not Office	S101067866.001 VALVE	\$756.00
4/11/2024	Unifirst Corporation	Uniform Expense	#1637617 MARCH 2024 UNIFORMS	\$356.06
4/11/2024	Lonestar Maintenance & Service, Inc.	Operating Supplies - Not Office	B32770 - MONTHLY CHLORINE BOTTLE RENT	\$51.53
4/11/2024	Mid-American Research Chemical	Chemicals	#0814851 / 00-6404051 CHEMICALS	\$957.00
4/11/2024	Tim's Auto Repair	Vehicle Maintenance	#41161 Replace Batteries 2015 Ford F650	\$376.00
4/11/2024	Bartlett Red & White	Operating Supplies - Not Office	MARCH 2024 - CREDIT CHARGES	\$80.47
4/11/2024	Ready Refresh	Operating Supplies - Not Office	#0125962993-WASTEWATER PLANT-DRINKING WATER	\$1.50
4/17/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	Vehicle Maintenance	Vehicle Registration - 4 trucks	\$37.50
4/25/2024	DSHS Central Lab Mc2004	Sample Analysis	CEN_CD3696_032024 PWS ID 2460006	\$212.00
4/25/2024	Steglich Feed And Farm Supply, Inc	Operating Supplies - Not Office	MARCH 2024 CREDIT CHARGES	\$330.73
4/25/2024	City Of Round Rock Environmental Services	Sample Analysis	4-0324 BACTERIOLOGY TESTING	\$125.00
4/25/2024	Utility Service Co, Inc	Water Tank Repair and Maintenance	#27782 / 601305 QUARTERLY 200000 PEDISPHERE TANK MAINTENANCE	\$3,363.04

Total \$20,130.56

Non-Departmental

4/4/2024	Ben and Jasmin Jennings	Utility Customer Deposits	Overpaid on Water Utility-2 Months	\$103.06
4/9/2024	Texas Child Support SDU	Child Support Payable	Child Support-TX 4/9/2024	\$230.77
4/9/2024	TML Health Benefits Pool	Health Insurance Payable	Health-Employer 4/9/2024	\$419.24
4/9/2024	TMRS- Texas Municipal Retirement System	Retirement Plan Payable	TMRS-Employer 4/9/2024	\$268.85
4/9/2024	Internal Revenue Service	Federal Taxes Payable	Social Security-Employer 4/9/2024	\$135.41
4/9/2024	Internal Revenue Service	Federal Taxes Payable	Medicare-Employer 4/9/2024	\$31.67
4/9/2024	Internal Revenue Service	Federal Taxes Payable	Federal Tax 4/9/2024	\$207.12
4/9/2024	Internal Revenue Service	Federal Taxes Payable	Social Security-Employee 4/9/2024	\$135.41

4/9/2024	Internal Revenue Service	Federal Taxes Payable	Medicare-Employee 4/9/2024	\$31.67
4/9/2024	TMRS- Texas Municipal Retirement System	Retirement Plan Payable	TMRS-Employee 4/9/2024	\$152.88
4/22/2024	Texas Child Support SDU	Child Support Payable	Child Support-TX 4/23/2024	\$230.77
4/22/2024	TML Health Benefits Pool	Health Insurance Payable	Health-Employer 4/23/2024	\$419.24
4/22/2024	TMRS- Texas Municipal Retirement System	Retirement Plan Payable	TMRS-Employer 4/23/2024	\$268.85
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Social Security-Employer 4/23/2024	\$135.41
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Medicare-Employer 4/23/2024	\$31.67
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Federal Tax 4/23/2024	\$207.12
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Social Security-Employee 4/23/2024	\$135.41
4/22/2024	Internal Revenue Service	Federal Taxes Payable	Medicare-Employee 4/23/2024	\$31.67
4/22/2024	TMRS- Texas Municipal Retirement System	Retirement Plan Payable	TMRS-Employee 4/23/2024	\$152.88

Total \$3,329.10

Garbage

4/11/2024	Al Clawson Disposal, Inc	Contract Services-Solid Waste Collection	#669830 - 500 ARNOLD DRIVE DUMPSTER RENTAL MARCH 2024	\$439.45
4/11/2024	Al Clawson Disposal, Inc	Contract Services-Solid Waste Collection	670050 Disposal Service	\$12,466.10
4/11/2024	Al Clawson Disposal, Inc	Contract Services-Solid Waste Collection	#669778 - 1018 ARNOLD DRIVE DUMPSTER RENTAL MARCH 2024	\$186.00

Total \$13,091.55



*CHAD MEES, MAYOR
PHILLIP WEAVER, PRO TEM
GAYLE JONES, COUNCILMAN
VICKIE COOPER, COUNCILMAN
JESSE LUNA, COUNCILMAN
SHELTON GILMORE, COUNCILMAN*

CITY CLERK MONTHLY REPORT

April 2024

Open Records Request's

- a. 48 Total
- b. 47 closed records.
- c. 1 is pending.

Williamson County early voting for the May 4th election, began on April 29th.

Regular council meetings were held on April 8th and 22nd.

Brenda Kelley
City Clerk

City of Bartlett
Municipal Court Council Report
From 4/1/2024 to 4/30/2024

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
1	0	0	0	0	1

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$826.64	\$534.61	\$2,019.80	\$42.99	\$43.16	\$3,467.20

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
9	0	1	2	1	13

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

Payment Report

4/30/2024 4:43:57 PM

Payment Date: No date entered
 Post Date: 4/1/2024 - 4/30/2024

Payment Type	Payment Items	Amount Paid
Court Payment	14	\$3,467.20

Payment Method	Payments	Amount Paid
Cash	3	\$730.00
Credit Card	7	\$2,687.20
Money Order	1	\$50.00

Court Payment

01-12-6303 Municipal Court Service Fee Retained	Administrative Fee	\$29.00
01-12-6303 Municipal Court Service Fee Retained	Arrest Fee	\$19.73
01-12-6303 Municipal Court Service Fee Retained	Child Safety - Passing A School Bus	\$25.00
01-12-6303 Municipal Court Service Fee Retained	Child Safety - School Crossing Zone	\$25.00
01-2200 Collections	Collections Fee	\$284.40
01-2020 State Fees	Indigent Defense Fund	\$9.00
01-12-6303 Municipal Court Service Fee Retained	Indigent Defense Fund	\$1.00
01-2020 State Fees	Judicial Support Fee	\$27.00
01-12-6303 Municipal Court Service Fee Retained	Judicial Support Fee	\$3.00
01-2020 State Fees	Juror Reimbursement Fee	\$18.00
01-12-6303 Municipal Court Service Fee Retained	Juror Reimbursement Fee	\$2.00
01-12-6303 Municipal Court Service Fee Retained	Local Traffic Fee	\$14.24
01-12-6306 Local Truancy Prevention and Diversion Fund	Local Truancy and Prevention Diver	\$13.73
01-12-6303 Municipal Court Service Fee Retained	Local Youth Diversion Fund	\$10.00
01-2020 State Fees	Moving Violation Fee	\$0.09
01-12-6303 Municipal Court Service Fee Retained	Moving Violation Fee	\$0.01
01-12-6302 Minicipal Court Building Security Fund	Municipal Court Building Security F	\$43.16
01-12-6304 Municipal Technology Fund	Municipal Court Technology Fund	\$18.99
01-12-6305 Municipal Jury Funds	Municipal Jury Fund	\$0.47
01-12-6301 Court Fines Revenue	Non-Traffic Fine	\$771.00
01-12-6308 Omnibase Reimbursement Fee	Omnibase Reimbursement Fee	\$30.00
01-2020 State Fees	OmniBase/FTA Fee	\$40.00
01-12-6303 Municipal Court Service Fee Retained	OmniBase/FTA Fee - Local	\$8.00
01-2020 State Fees	OmniBase/FTA Fee - OmniBase	\$12.00
01-2020 State Fees	State Consolidated Fee	\$513.24
01-12-6303 Municipal Court Service Fee Retained	State Consolidated Fee	\$57.03
01-2020 State Fees	State Traffic	\$207.82
01-12-6303 Municipal Court Service Fee Retained	State Traffic	\$9.49
01-12-6304 Municipal Technology Fund	Technology Fund Fee	\$24.00
01-12-6301 Court Fines Revenue	Traffic Fine	\$1,248.80
01-2020 State Fees	Truancy Prevention & Diversion Fu	\$2.00
Total		\$3,467.20

General Ledger Totals	Debit	Credit
01-1000 Consolidated Cash Equity	\$3,569.54	

01-11-6801 Miscellaneous- Copies & Faxes		\$8.00
01-12-6301 Court Fines Revenue		\$2,019.80
01-12-6302 Minicipal Court Building Security Fund		\$43.16
01-12-6303 Municipal Court Service Fee Retained		\$203.50
01-12-6304 Municipal Technology Fund		\$42.99
01-12-6305 Municipal Jury Funds		\$0.47
01-12-6306 Local Truancy Prevention and Diversion Fund		\$13.73
01-12-6308 Omnibase Reimbursement Fee		\$30.00
01-2020 State Fees		\$829.15
01-2200 Collections		\$284.40
01-2240 Credit Card Fee		\$94.34
99-1000 Consolidated Cash	\$3,569.54	
99-2999 Due To Other Funds		\$3,569.54
Totals	\$7,139.08	\$7,139.08

**OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL**



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Period April 2024

Municipal Court for the City of Bartlett

Presiding Judge Scott Matthew
If new, date assumed office

Court Mailing Address 140 W. Clark / PO Box H
City Bartlett, TX 76511

Phone Number 254-527-3219
Fax Number

Court's Public Email municipalcourt@bartlett-tx.us
Court's Website www.bartlett-tx.us

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by BRENDA KELLEY

Date _____ Phone Number _____

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

**OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066**

PHONE: (512) 463-1625
FAX: (512) 936-2423

CRIMINAL SECTION

City of Bartlett Municipal Court		Traffic Misdemeanors			Non-Traffic Misdemeanors		
		Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
Month	April	Year 2024					
1. Total Cases Pending First of Month:		1226	1	0	414	258	151
a. Active Cases		161	1	0	29	17	39
b. Inactive Cases		1065	0	0	385	241	112
2. New Cases Filed		1	0	0	0	0	0
3. Cases Reactivated		4	0	0	2	1	1
4. All Other Cases Added		0	0	0	0	0	0
5. Total Cases on Docket <i>(Sum of Lines 1a, 2, 3 & 4)</i>		166	1	0	31	18	40
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP, Art. 27.14))</i>		2	0	0	1	1	1
b. Dismissed by Prosecution		0	0	0	0	0	0
Dispositions at Trial:							
Convictions:							
Guilty Plea or Nolo Contendere		4	0	0	0	0	0
2) By the Court		0	0	0	0	0	0
3) By the Jury		0	0	0	0	0	0
Acquittals:							
By the Court		0	0	0	0	0	0
2) By the Jury		0	0	0	0	0	0
c. Dismissed by Prosecution		0	0	0	0	0	0
Compliance Dismissals:							
After Driver Safety Course <i>(CCP, Art. 45.0511)</i>		2					
b. After Deferred Disposition <i>(CCP, Art. 45.051)</i>		1	0	0	0	0	0
c. After Teen Court <i>(CCP, Art. 45.052)</i>		0	0	0	0	0	0
d. After Tobacco Awareness Course <i>(HSC, Sec. 161.253)</i>						0	
e. After Treatment for Chemical Dependency <i>(CCP, Art. 45.053)</i>					0	0	
f. After Proof of Financial Responsibility <i>(TC, Sec. 601.193)</i>		0					
g. All Other Transportation Code Dismissals		0	0	0	0	0	0
9. All Other Dispositions		0	0	0	1	0	0
10. Total Cases Disposed <i>(Sum of Lines 6, 7, 8 & 9)</i>		9	0	0	2	1	1
11. Cases Placed on Inactive Status		0	0	0	0	0	0
12. Total Cases Pending End of Month:		1218	1	0	412	257	150
a. Active Cases <i>(Equals Line 5 minus the sum of Lines 10 & 11)</i>		157	1	0	29	17	39
Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 11)</i>		1061	0	0	383	240	111
13. Show Cause Hearings Held		0	0	0	0	0	0
Cases Appealed:							
After Trial		0	0	0	0	0	0
b. Without Trial		0	0	0	0	0	0

CIVIL/ADMINISTRATIVE SECTION

City of Bartlett Municipal Court		TOTAL CASES
Month April	Year 2024	
1. Total Cases Pending First of Month:		0
a. Active Cases		0
b. Inactive Cases		0
2. New Cases Filed		0
3. Cases Reactivated		0
4. All Other Cases Added		0
5. Total Cases on Docket <i>(Sum of Lines 1a, 2, 3 & 4)</i>		0
DISPOSITIONS		
6. Uncontested Civil Fines or Penalties		0
7. Default Judgments		0
8. Agreed Judgments		0
9. Trial/Hearing by Judge/Hearing Officer		0
10. Trial by Jury		0
11. Dismissed for Want of Prosecution		0
12. All Other Dispositions		0
13. Total Cases Disposed <i>(Sum of Lines 6 through 12)</i>		0
14. Cases Placed on Inactive Status		0
15. Total Cases Pending End of Month:		0
a. Active Cases <i>(Equals Line 5 minus the sum of Lines 13 & 14)</i>		0
b. Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 14)</i>		0
Cases Appealed:		
After Trial		0
b. Without Trial		0

JUVENILE/MINOR ACTIVITY

City of Bartlett Municipal Court		TOTAL
Month 04	Year 2024	
1. Transportation Code Cases Filed		0
2. Non-Driving Alcoholic Beverage Code Cases Filed		0
3. Driving Under the Influence of Alcohol Cases Filed		0
4. Drug Paraphernalia Cases Filed <i>(HSC, Ch. 481)</i>		0
5. Tobacco Cases Filed <i>(HSC, Sec. 161.252)</i>		0
6. Failure to Attend School Cases Filed <i>(Ed.Code, Sec. 25.094)</i>		0
7. Education Code (Except Failure to Attend) Cases Filed		0
8. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Local Govt. Code, Sec. 341.905)</i>		0
9. All Other Non-Traffic Fine-Only Cases Filed		0
Transfer to Juvenile Court:		0
Mandatory Transfer <i>(Fam.Code, Sec. 51.08(b)(1))</i>		0
b. Discretionary Transfer <i>(Fam.Code, Sec. 51.08(b)(2))</i>		0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) <i>(CCP, Art. 45.050(c)(1))</i>		0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges) <i>(CCP, Art. 45.050(c)(2))</i>		0
Juvenile Statement Magistrate Warning:		0
Warnings Administered		0
b. Statements Certified <i>(Fam.Code, Sec. 51.095)</i>		0
14. Detention Hearings Held <i>(Fam. Code, Sec. 54.01)</i>		0
15. Orders for Non-Secure Custody Issued		0
16. Parent Contributing to Nonattendance Cases Filed <i>(Ed. Code, Sec. 25.093)</i>		0

ADDITIONAL ACTIVITY

City of Bartlett Municipal Court		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month 04	Year 2024		
Magistrate Warnings:			
Class C Misdemeanors		0	
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			TOTAL
Arrest Warrants Issued:			
Class C Misdemeanors			0
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			0
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 18.05)			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP, Art. 17.441)			0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held (TC, Sec. 521.300)			0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)			0
13. Peace Bond Hearings Held			0
Cases in Which Fine and Court Costs Satisfied by Community Service:			
Partial Satisfaction			0
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			0
16. Cases in Which Fine and Court Costs Waived for Indigency			0
17. Amount of Fines and Court Costs Waived for Indigency			\$0.00
18. Fines, Court Costs and Other Amounts Collected:			
a. Kept by City			\$2,640.56
b. Remitted to State			\$826.64
c. Total			\$3,467.20



CHAD MEES, MAYOR
 PHILLIP WEAVER, PRO TEMPORE
 VICKIE COOPER, COUNCILMAN
 JESSE LUNA, COUNCILMAN
 GAYLE JONES, COUNCILMAN
 SHELTON GILMORE, COUNCILMAN

Date 5/05/2024

Monthly Report: Development Services Department Dates 4/1/2024 to 4/30/2024

All building permits are subject to abide by City of Bartlett developmental zonings and building ordinances accordingly.

Total Fees collected	\$14,680.00
Commercial	\$ 1,200.00
Refundable (demolition security deposit)	\$ 100.00
Residential	\$ 1,000.00
Review Fees	\$ 3,950.00
Administrative Fees	\$ 330.00
Inspection Fees	\$ 3,600.00
Development Fees	\$ 2,000.00
Tech Fees	\$ 0.00
Service Availability Fees	\$
W/WW Taps Fees	\$ 0.00
Electrical Extension/Pole	\$ 2,500.00
Total Permits Applied	13
Commercial	0
Residential	13
Building Permits	12
Approved	8
Denied	2
Pending Review	1
In Review	1
MH/Move-In Permits	2
Approved	1
Denied	0
In Review	1
Pending Review	0
Development Applications	1

<i>Demo</i>	1
<i>Events</i>	0
<i>Permit Renewal</i>	0
<i>ATS Inspections completed</i>	13
<i>Inspections awaiting</i>	0

Stone Pack Lane Development:

1. New owners are continuing to work with their real estate agent to replat lots 9-10, 11-12, and 13-14.
2. When the re-plats have been submitted and accepted, they will be presented to council.
3. We are waiting for the owners of lot 8 to submit corrected documents for a set-back variance.

Bartlett ISD Campus Improvements:

1. Permits for the Football stadium, Softball Field, and **Foundation** of the Cafeteria have been issued.
2. BISD engineer/architect will be issuing a new electrical plan for the pad-mount, and pole mounted transformers.
3. BISD will be submitting deferred submittals for the remaining items on the Softball Field and Cafeteria at a later date.

FundView:

1. We can now take Permit payments online through FastGovPay
2. Templates for the permits, Inspections, and fees along with the Development Services fees and documents are still being updated as needed this is an ongoing process.



CHAD MEES, MAYOR
PHILIP WEAVER, MAYOR PRO-TEM
VICKIE COOPER, COUNCILMAN
JESSE LUNA, COUNCILMAN
GAYLE JONES, COUNCILMAN
SHELTON GILMORE, COUNCILMAN

Date: May 1, 2024

Report: Monthly Utilities Report

Report Dates: April 1, 2024 through April 30, 2024

Residential Utilities	\$139,212.37
Commercial Utilities	\$20,080.18
Dumpsters	\$4067.25
Water Improvement Loan	\$5537.74
<u>Total</u>	<u>\$168,897.54</u>
Deposit Revenue	\$2,300.00
Paper Bills	753
Number of Active Accounts	629
New Residents	14
Service orders completed	195
Payment Plan Households	20

5/1/2024 7:56:24 AM

	Billing Period	Council Report 4/1/2024 -	
Utility Bills Disbursed	Count	Amount	
Active	629	\$144,461.20	
Pending Disconnect	1	\$169.69	
Pending Connect	1	\$0.00	
First Bill	14	\$806.29	
Pending Connect, First Bill	1	\$0.00	
Final Bill	8	\$504.33	
On Hold	1	\$117.32	
Backdated Move In Date	14	\$2,414.81	
Exclude From Bill Print	2	\$52.23	
Pending Cutoff Nonpayment	78	\$20,264.71	
Pending Connect, Pending Cutoff Nonpayment	1	\$92.71	
Final Bill, Pending Cutoff Nonpayment	1	\$4.26	
Backdated Move In Date, Pending Cutoff Nonpayment	4	\$778.83	
Exclude From Bill Print, Pending Cutoff Nonpayment	1	\$0.00	
Landlord	2	\$334.95	
Pending Cutoff Nonpayment, Landlord	1	\$175.68	
Bill To Service Address	1	\$319.93	
Total	760	\$170,496.94	

Payments Received	Count	Amount	
CreditCard	202	\$41,502.55	
Check	367	\$83,577.49	
Cash	161	\$38,351.24	
Change	124	(\$1,568.03)	
Total	854	\$161,863.25	

Service Orders Completed	Count
General	115
Reread	13
Disconnect - Move Out	9
Meter Set	7
Connect	21
Pickup	7
Meter Pull	17
Meter Exchange	6
Total	195

Service Categories	Count	Amount
--------------------	-------	--------

DUMPSTER MISCELLANEOUS	4	\$2,118.75
DUMPSTER 3 YARDS	5	\$400.00
DUMPSTER 4 YARD	4	\$470.00
DUMPSTER 6 YARD	1	\$130.00
DUMPSTER 8 YD X2	2	\$465.00
6 YARD X 2	2	\$360.00
ELECTRIC COMMERCIAL	83	\$8,293.22
ELECTRIC VAPOR LIGHT	29	\$186.00
ELECTRIC RESIDENTIAL	618	\$71,198.89
GARBAGE RESIDENTIAL	602	\$16,085.66
SEWER RESIDENTIAL	571	\$18,380.91
TIME WARRANT REPAY	1	\$0.00
SEWER COMMERCIAL	52	\$3,801.75
Water/WWTP Improvement Loan Repay	658	\$5,537.74
WATER RESIDENTIAL	585	\$33,546.91
WATER COMMERCIAL	64	\$6,762.39
SEWER COMMERCIAL PRISON	1	\$1,036.82
DUMPSTER 2 YARDS	2	\$123.50
Total	0	\$168,897.54

Past Due Summary

Accounts to Penalize

Excluded Accounts

Deposit Report Summary

Deposit Amount

Paid Amount

\$2,300.00

\$2,300.00

Payment Report

4/30/2024 4:42:19 PM

Payment Date: No date entered
 Post Date: 4/1/2024 - 4/30/2024

Payment Type	Payment Items	Amount Paid
Utility Payment	729	\$161,644.98
Utility Deposit	10	\$2,100.00

= 163744.98

Payment Method	Payments	Amount Paid
Credit Card	204	\$41,984.28
Check	369	\$83,977.49
Cash	165	\$39,151.24
Change	124	(\$1,568.03)
Other	1	\$200.00

Utility Payment

02-1301 AR Enterprise /Utility Billing	6 Yard X 2	\$360.00
02-1301 AR Enterprise /Utility Billing	Disconnect Fee	\$100.00
02-1301 AR Enterprise /Utility Billing	Dumpster 2 Yards	\$65.00
02-1301 AR Enterprise /Utility Billing	Dumpster 3 Yards	\$333.09
02-1301 AR Enterprise /Utility Billing	Dumpster 4 Yard	\$585.50
02-1301 AR Enterprise /Utility Billing	Dumpster 6 Yard	\$130.00
02-1301 AR Enterprise /Utility Billing	Dumpster 8 Yd X2	\$465.00
02-1301 AR Enterprise /Utility Billing	Dumpster Miscellaneous	\$2,044.02
02-1301 AR Enterprise /Utility Billing	Electric Commercial	\$6,702.90
02-1301 AR Enterprise /Utility Billing	Electric Commercial Demand	\$579.36
02-1301 AR Enterprise /Utility Billing	Electric Residential	\$64,633.59
02-1301 AR Enterprise /Utility Billing	Electric Vapor Light	\$176.10
02-1301 AR Enterprise /Utility Billing	Garbage Residential	\$15,685.55
02-1301 AR Enterprise /Utility Billing	Penalty	\$3,886.32
02-1301 AR Enterprise /Utility Billing	Reconnect Fee	\$75.00
02-1301 AR Enterprise /Utility Billing	SALES TAX	\$1,559.51
02-1301 AR Enterprise /Utility Billing	Sewer Commercial	\$3,504.59
02-1301 AR Enterprise /Utility Billing	Sewer Commercial Prison	\$657.07
02-1301 AR Enterprise /Utility Billing	Sewer Residential	\$17,891.82
02-1301 AR Enterprise /Utility Billing	Time Warrant Repay	\$0.67
02-2003 Unearned Revenue	Unapplied Credit	\$1,960.48
02-1301 AR Enterprise /Utility Billing	Water Commercial	\$5,441.03
02-1301 AR Enterprise /Utility Billing	Water Residential	\$29,485.94
02-1301 AR Enterprise /Utility Billing	Water/Wwtp Improvement Loan R	\$5,322.44
Total		\$161,644.98

Utility Deposit

02-2005 Utility Customer Deposits	COMMERCIAL	\$500.00
02-2005 Utility Customer Deposits	Residential	\$1,600.00
Total		\$2,100.00

General Ledger Totals	Debit	Credit
-----------------------	-------	--------

01-1000 Consolidated Cash Equity	\$1,469.48	
01-2240 Credit Card Fee		\$1,469.48
02-1000 Consolidated Cash Equity	\$163,744.98	
02-1301 AR Enterprise /Utility Billing		\$159,684.50
02-2003 Unearned Revenue		\$1,960.48
02-2005 Utility Customer Deposits		\$2,100.00
99-1000 Consolidated Cash	\$165,214.46	
99-2999 Due To Other Funds		\$165,214.46
Totals	\$330,428.92	\$330,428.92



DEPARTMENT REPORTS – Public Works

<i>Type</i>	<i>Completed</i>	<i>Scheduled</i>
<i>Connect</i>	24	1
<i>Brush Pick-Up</i>	0	3
<i>Water Line Repair</i>	5	9
<i>Street Repair</i>	5	6
<i>Meter Pull</i>	23	2
<i>Meter Exchange</i>	7	5
<i>Meter Set</i>	11	1
<i>General</i>	41	5
<i>Disconnect</i>	9	0
<i>Reread</i>	14	6
<i>Power Outage</i>	3	0
<i>Brush/Limb Pick up</i>	7	1
<i>Tree Trimming</i>	2	0
<i>Locates</i>	4	1
<i>Sewer Line Repair</i>	3	0
<i>Flushed Hydrants</i>	2	0
<i>Read Meters</i>	11	0
<i>Mow</i>	30	3
<i>Utility Tap Build-Out</i>	1	0
<i>Meter Repair</i>	2	5
<i>No - Low Water Pressure</i>	4	0
<i>Code Violation</i>	1	1
<i>Water Line/Hydrant Flush</i>	2	0
<i>Electrical line down</i>	2	0
<i>Sewer Overflow</i>	2	0
<i>Street Light</i>	0	1
<i>Street Light Maintenance</i>	0	5
<i>Low Hanging Power Line - Limb On Line</i>	1	0
<i>Sewer Jet</i>	10	0
<i>Easement Maintenance Request</i>	1	0
<i>Utility Tap Locate</i>	3	0
<i>Disconnect Meter Pull - Move Out</i>	0	0
<i>Dead Animal Pick-Up</i>	1	0
Total	231	55

UPDATES

- Apprentice Lineman started Monday, May 6th. Class B Lineman set to start June 15th.



DEPARTMENT REPORTS – Public Works

- 3 water taps have been completed; 3 sewer taps on schedule
- Awaiting a quote to build a line extension for water and sewer along Stonepack for the new homes



**BARTLETT POLICE DEPARTMENT
CHIEF MARKUS HOLT
202 NORTH DALTON STREET
BARTLETT, TEXAS 76511
(254)527-3733 OFFICE (254) 527-4256(FAX)**

Below are the Event Priority Levels and Event Count for Dispatched Calls of Service

Event Priority Level	Event Count
1	3
2	24
3	44
4	10

Total Dispatched Calls of Service (Bell County): 81 Calls of Service

Total Non-Dispatched Calls of Service: 67 Calls of Service (No Event Priority Level)

Total Active Investigations: 8 Investigations Active (April)

Total Closed Investigations: 3 Investigations

Pending Investigations Sent to District/County Attorney: 4 Investigations

Arrests/Warrants: 2 Pending Completed Investigation

Total Dispatched Calls of Service Including Active Investigations, Arrests/Warrants and Non-Dispatched Calls of Service: **162 Calls of Service**

Total Active Duty Officers: 2 Total Officers



Chad Mees, Mayor
Phillip Weaver, Mayor Pro-Tempore
Gayle Jones, Council Member
Vickie Cooper, Council Member
Jesse Luna, Council Member
Shelton Gilmore, Council Member

NOTICE AND AGENDA OF A CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS

Notice is hereby given that the City Council of the City of Bartlett, Texas will hold a

Regular Called Meeting

6:00 PM
Monday, April 22, 2024
Bartlett City Hall
140 W Clark Street, Bartlett, TX 76511

For citizen comments, please contact Brenda Kelley, City Clerk at (municipalcourt@bartlett-tx.us).

CALL TO ORDER, DECLARE A QUORUM, PLEDGE OF ALLEGIANCE, AND INVOCATION

Call to Order at 6:01 PM
All present but Councilman Gayle Jones
Quorum declared
Councilman Gayle Jones arrived at 6:37 PM

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)
No one signed up to speak

BOARDS, COMMISSIONS, & COMMITTEES PRESENTATIONS, PROCLAMATIONS

1. Recognition of Mayor Pro Tempore Philip Weaver for his service on the City Council.
MPT Weaver received a plaque commemorating his service on the City Council.
We thank him for his service to the City of Bartlett

WORKSHOP AGENDA: REVIEW/DISCUSS AND PROVIDE DIRECTION

2. Presentation, discussion and direction on a regional code compliance officer
Council provided direction to move forward with what a regional code officer program would look like.

CONSENT AGENDA

(The Consent Agenda includes non-controversial and routine items the Council may act on with one single vote. Any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)

3. Consideration and possible action to renew agreement with PHI Cares Memberships for City residents for an amount not to exceed \$4,452 dollars.
MPT Weaver made the motion to renew agreement with PHI Cares Memberships for City residents for an amount not to exceed \$4,452 dollars.
CM Cooper seconded the motion.
Motion passes 4-0

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

4. Consideration and possible action to accept and execute a subrecipient agreement for a grant from TDEM Hazard Mitigation Grant Program for the installation of two generators at the Wastewater Treatment Plan and Evie Lift Station.
MPT Weaver made the motion to accept and execute a subrecipient agreement for a grant from TDEM Hazard



Chad Mees, Mayor
Phillip Weaver, Mayor Pro-Tempore
Gayle Jones, Council Member
Vickie Cooper, Council Member
Jesse Luna, Council Member
Shelton Gilmore, Council Member

Mitigation Grant Program for the installation of two generators at the Wastewater Treatment Plant and Evie Lift Station.

CM Gilmore seconded the motion.

Motion passes 4-0

EXECUTIVE SESSION:

In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:

5. §551.074 – Personnel Matters
 - a. to deliberate the evaluation of the City Administrator

Opened at 6:31 PM

No action taken.

Closed at 8:52 PM

FUTURE AGENDA ITEMS

Pool hours to be discussed.

Guidewires hanging from poles.

Swearing in of Judge, Mayor and Council Members at next meeting

ADJOURN

MPT Weaver made the motion to adjourn.

CM Cooper seconded the motion.

Motion passes 5-0

Meeting adjourned at 8:57 PM.

MINUTES APPROVED:

X

Chad Mees
Mayor

ATTEST:

X

Brenda Kelley
City Clerk



Chad Mees, Mayor
 Phillip Weaver, Mayor Pro-Tempore
 Gayle Jones, Council Member
 Vickie Cooper, Council Member
 Jesse Luna, Council Member
 Shelton Gilmore, Council Member

NOTICE AND AGENDA OF A CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS

Notice is hereby given that the City Council of the City of Bartlett, Texas will hold a

Regular Called Meeting

6:30 PM
Monday, April 8, 2024
Bartlett City Hall
140 W Clark Street, Bartlett, TX 76511

For citizen comments, please contact Brenda Kelley, City Clerk at (municipalcourt@bartlett-tx.us).

CALL TO ORDER, DECLARE A QUORUM, PLEDGE OF ALLEGIANCE, AND INVOCATION

Call to Order at 6:33 PM
All present except MPT Philip Weaver
Quorum declared.
MPT Weaver arrived at 6:52 PM

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)
No one signed up to speak

BOARDS, COMISSIONS, & COMMITTEES PRESENTATIONS, PROCLAMATIONS

- | | |
|---|--|
| 1. Cemetery Committee Monthly Update
brush and limbs. | Work still being done on cleaning up old flowers and |
| 2. Teinert Memorial Library Board Monthly Update | Jesse Luna gave report. |
| 3. Municipal Development District (MDD) Monthly Update
application | Meeting postponed- MDD is working on a grant |
| 4. Parks & Facilities Committee Monthly Update
2024. Pool is being cleaned and repainted. | Clean up in progress. Ballfield opened on April 1st, |
| 5. Outstanding Citizen Award – Ira “Byrd” Crathers
Outstanding Citizen Award. | Ira Byrd Crathers was presented with a certificate for |

CONSENT AGENDA

(The Consent Agenda includes non-controversial and routine items the Council may act on with one single vote. Any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)

- 6. Receive monthly department reports:
 - a. City Administrator
 - b. City Secretary
 - c. Municipal Court



Chad Mees, Mayor
Phillip Weaver, Mayor Pro-Tempore
Gayle Jones, Council Member
Vickie Cooper, Council Member
Jesse Luna, Council Member
Shelton Gilmore, Council Member

- d. Development Services
- e. Utility Billing
- f. Public Works
- g. Police

7. Approve minutes from the following meeting:
- a. 03.11.2024 – Regular
 - b. 03.25.2024 – Regular

CM Cooper made the motion to approve consent agenda as presented.

CM Jones seconded the motion.

Motion passes 4-0

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

8. Consideration and possible action for the property located at Stone Pack Lane, Lots 13 (R591092) & 14 (R591093) for a variance of Chapter 9, Sec. 04.06.003 Area Requirements, to allow for the placement of a mobile home.

MPT Weaver made the motion to approve variance to adjust setbacks for possible action for the property located at Stone Pack Lane, Lots 13 (R591092) & 14 (R591093) for the variance of Chapter 9, Sec. 04.06.003 Area Requirements, for the placement of a mobile home.

CM Luna seconds the motion.

Motion passes 5-0

9. Consideration and possible action to approve Resolution 20240408-01 to become a member of the Local Government Purchasing Cooperative.

CM Cooper made the motion to approve Resolution 20240408-01 to become a member of the Local Government Purchasing Cooperative.

CM Gilmore seconded the motion.

Motion passes 5-0

10. Consideration and possible action to approve an Interlocal Participation Agreement with the Local Government Purchasing Cooperative (BuyBoard)

CM Cooper made the motion to approve the Interlocal Participation Agreement with the Local Government Purchasing Cooperative (BuyBoard).

MPT Weaver seconded the motion.

Motion passes 5-0

11. Consideration and possible action to approve resolution 20240408-01 to change the City Council regular meeting time to 6 PM.

CM Cooper made the motion to approve resolution 20240408-02 to change the City Council regular meeting time to 6:00 PM.

CM Gilmore seconded the motion.

Motion passes 5-0

FUTURE AGENDA ITEMS

Workshop item for brush pick up and rules.
I-pads or Tablets for council members for council packets.

ADJOURN



Chad Mees, Mayor
Phillip Weaver, Mayor Pro-Tempore
Gayle Jones, Council Member
Vickie Cooper, Council Member
Jesse Luna, Council Member
Shelton Gilmore, Council Member

CM Cooper made the motion to adjourn the meeting.
CM Gilmore seconded the motion.
Motion passes 5-0
Meeting adjourned at 7:29 PM

MINUTES APPROVED:

X

Chad Mees
Mayor

ATTEST:

X

Brenda Kelley
City Clerk

**CITY OF BARTLETT, TEXAS
RESOLUTION NO. 20240513-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS ADOPTING A PERSONNEL MANUAL FOR THE CITY OF BARTLETT; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bartlett, Texas has previously adopted an official Personnel Manual to govern employment matters; and

WHEREAS, the City Council finds that reviewing and revising the official Personnel Manual from time to time is a sound business practice and is in the best interest of the City, its employees and the citizens of Bartlett.

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

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2. The City Council of the City of Bartlett hereby adopt amendments and revisions to the City of Bartlett Personnel Manual, attached hereto, and incorporated as if set forth fully herein as Exhibit "A."

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PRESENTED AND PASSED by the City Council of the City of Bartlett, Texas, this the 13th day of May, 2024.

Chad Mees, Mayor

ATTEST:

Brenda Kelley
City Clerk

City of Bartlett *Personnel Manual*



Table of Contents

Article I. Policy Objective, Applicability, and Dissemination.....	5
Section 1.01. Policy Objective	5
Section 1.02. Applicability	5
Section 1.03. Dissemination of the Manual.....	5
Article II. Principal Provisions.....	6
Section 2.01. Code of Ethics	6
Section 2.02. Organization of Personnel	7
Article III. Applications and Conditions of Employment.....	8
Section 3.01. Equal Employment Opportunity and Americans with Disability Act Policy	8
Section 3.02. Nepotism.....	8
Section 3.03. At Will Employer.....	8
Section 3.04. Disclosure of Potentially Discriminatory Information	9
Section 3.05. General Basis of Employment.....	9
Section 3.06. Application and Pre-Employment Selection.....	9
Section 3.07. Disqualification from Consideration	10
Section 3.08. Appointments.....	10
Section 3.09. Emergency Response Time	11
Section 3.10. Fitness for o Duty	11
Section 3.11. Resignation	11
Section 3.12. Retirement	11
Section 3.13. Requests for Employment Verification	12
Section 3.14. Non-City Occasional and Part-Time Employment	12
Section 3.15. Lay Off.....	12
Section 3.16. Attire and Grooming Policy	12
Article IV. Attendance and Leave.....	14
Section 4.01. Attendance	14
Section 4.02. Hours of Operation	14
Section 4.03. Vacation Leave.....	14
Section 4.04. Sick Leave	14
Section 4.05. Military Leave	15

Section 4.06. Medical Leave Act Leave	15
Section 4.07. Parental Leave.....	15
Section 4.08. Emergency and Bereavement Leave	16
Section 4.09. Severe Illness and Debilitating Injury Leave.....	16
Section 4.10. Leave to Attend Voting, Jury Duty, Court Subpoenas	16
Section 4.11. Leave of Absence.....	16
Section 4.12. Absence Without Leave	16
Section 4.13. Quarantine Leave	17
Section 4.14. Mental Health Leave.....	18
Section 4.15. Line of Duty Injury/Illness Leave	19
Article V. Wages, Salary, and Other Compensation	21
Section 5.01. Pay Period.....	21
Section 5.02. Overtime and Compensatory Time.....	21
Section 5.03. On Call and Standby Pay.....	21
Section 5.04. Lactation Policy.....	21
Section 5.05. Lectures, Meetings and Training	22
Section 5.06. Holiday Compensation	22
Section 5.07. Longevity Bonus	23
Section 5.08. Travel Expenses.....	24
Section 5.09. Performance Appraisal System.....	24
Section 5.10. Termination Pay.....	25
Article VI. Benefits and Deductions	26
Section 6.01. Badges and Uniforms	26
Section 6.02. Insurance.....	26
Section 6.03. Retirement	26
Section 6.04. Social Security.....	26
Section 6.05. Unemployment Compensation	26
Section 6.06. Worker's Compensation Insurance.....	26
Article VII. Anti-Abuse Policies	27
Section 7.01. Sexual Harassment Policy	27
Section 7.02. Smoking Policy	28
Section 7.03. Substance Abuse Policy.....	28

Section 7.04. Use of Technology.....	29
Section 7.05. Employee Operation of City-Owned Vehicles	30
Article VIII. Adverse Actions.....	31
Section 8.01. Violations of Policy	31
Section 8.02. Penalties.....	31
Section 8.03. General Violations	31
Article IX. Complaint and Grievance Procedures	34
Section 9.01. General Guidelines	34
Section 9.02. Procedural Steps	34
Section 9.03. Grievances Without Basis.....	35
Appendix 1 - Nepotism Chart	36
Appendix 2 - Classes Of Employees.....	37
Appendix 3 - Fair Labor Standards Act Summary	38
Appendix 4 - Controlled Substance Testing Protocol	39
Appendix 5 - Acknowledgment Of Receipt	40

Article I. Policy Objective, Applicability, and Dissemination

Section 1.01. Policy Objective

The principle objective of the City of Bartlett's (the "City") personnel policies, as set forth in the City of Bartlett Personnel Manual (the "Manual"), is to promote professionalism and to provide a fair and equitable system of personnel management. These policies address the City's general overarching policies for personnel management, while providing limited flexibility to resolve issues not specifically addressed herein.

Section 1.02. Applicability

- (a) Notwithstanding federal, State, or other superior law, these policies apply to all officers and employees of the City; and
- (b) The Manual supersedes all policies, expressed or implied, in verbal or written form, and compliance is compulsory; and
- (c) The City reserves all rights to interpret, amend, and revise the Manual when deemed as necessary at the recommendation of the Mayor, and shall be enforceable, subject to the provisions set forth in Section IX, Complaint and Grievance Procedures; and
- (d) Words used in the masculine or feminine form, are used as gender neutral and applicable to either.

Section 1.03 Dissemination of the Manual

- (a) The City Secretary shall maintain a master of the Manual and ensure each Department Head maintains a current and verbatim copy of same; and
- (b) Each Department Head shall:
 - (i) cause each employee to receive a copy of the Manual, and to sign an acknowledgment indicating such receipt; and
 - (ii) inform each employee that they are responsible for being familiar with and accountable to the policies set forth herein and all subsequent changes; and
 - (iii) ensure changes are properly posted in the department's master copy, and that all department officers and employees are made aware of changes to the Manual; and
- (c) All officers and employees are responsible for becoming familiar with the Manual and have a right to review the master Manual, during the City's normal business hours.

Article II. Principal Provisions

Section 2.01. Code of Ethics

Officers and employees of the City hold their positions to serve and benefit all the Citizens of the City, and not for obtaining unwarranted benefit in the exercise and performance of their official powers and duties.

Officers and employees must acknowledge that they are representatives of the City and in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. These canons establish the altruistic standards for all officers and employees of the City:

- (a) Officers and employees must strive to uphold the Constitution and laws of the United States, the State of Texas, and the City; and
- (b) Officers and employees must not use, or permit to be used, their official position or duties for personal gain, that of a relative, or any third-party entity; and
- (c) Officers or employees must disclose any interest which may be in conflict, or give the appearance of conflict, with any matter that might come before the City; and
- (d) Officers and employees may not acquire any interest in any venture which is, or may be construed, as being in conflict with their official capacities; and
- (e) Officers and employees must not solicit, accept, give, or promise any thing of value, nor will any officer or employee directly, or indirectly, induce another to solicit, accept, give, or promise any thing of value for personal or political gain:
 - (i) Officers and employees may accept gifts with a token value of less than \$25.00, but must report such acceptance to their Department Head and such report will be noted in the officer or employee's personnel jacket; and
- (f) Officers and employees must be honest, trustworthy, and accountable in all that they say, write, and in all professional relationships; and
- (g) Officers and employees must be committed to accomplishing all tasks in a superior way, and abstaining from all behaviors that may tarnish the image of the City; and
- (h) Officers and employees must be dedicated to providing quality services by being cooperative and constructive, and by making the best and most efficient use of available City resources; and
- (i) Officers and employees must be fair and considerate in the treatment of fellow officers, employees, and Citizens, addressing concerns and needs without bias; and
- (j) No officer or employee may take, acquire, or purchase any property of the City, of any nature or kind whatsoever, for them or any other person; this subsection shall not prohibit any employee from bidding on surplus City property at a properly noticed public auction authorized by the City of Bartlett City Council (the "Council"); and
- (k) Officers and employees must be aware and recognize that policy decisions are ultimately the responsibility of the Council.

Section 2.02. Organization of Personnel

- (a) As the Chief Executive Officer of the City, the Mayor of the City of Bartlett (the “Mayor”) or their designee is responsible for the administration of the personnel program and shall establish policies for the day-to-day management of the City which are consistent with the Manual; and
- (b) The City Administrator shall advise the Council on personnel matters and recommend changes in the personnel policies, rules, regulations, and any other changes which the Mayor may deem necessary; and
- (c) The City Administrator shall serve as the Department Head for department heads, all senior staff officers, and employees, and may discipline any employee of the City, up to and including termination, except the Chief of Police and Fire Chief, which the Mayor may discipline, up to and including indefinite suspension without pay; and
- (d) The Council, through the budget process as set forth in Texas Local Government Code, §§ 102 and 141, shall set the compensation of all officers and employees, in consideration of the Mayor's recommendations; and
- (e) The Council, as the quasi-judicial review board, shall serve as the final authority for the City in all disciplinary actions when warranted by the policies set forth in the Manual; and
- (f) Department Heads shall serve as the first level of senior supervision, and are expected to effectively supervise their employees to maintain positive working relationships and to ensure employee compliance with the Manual; and
- (g) Department Heads shall manage their respective department; to that end, and subject to the rights of employees to appeal, Department Heads:
 - (i) shall set the example for all subordinates on behavior and compliance with the Manual; and
 - (ii) may adopt and enforce departmental policies and regulations that are not inconsistent with the Manual or superior law, and are approved by the Mayor; and
 - (iii) shall report on the efficiency of their subordinates to the Mayor; and
 - (iv) shall have the authority to employ, reassign, and terminate employees within their respective departments, subject to the limits of the approved budget and coordination with the Mayor.

Article III. Applications and Conditions of Employment

Section 3.01. Equal Employment Opportunity and Americans with Disability Act Policy

The City is committed to equal opportunities for all and respects and values the diversity among all our officers and employees, and all those with whom we do business, therefore, the City must ensure business activities are free of all forms of discrimination and harassment.

As such, all activities such as hiring, promotions, and compensation of employees, will be conducted without regard to age, color, disability, gender, gender identity or expression, genetics, marital status, national origin, race, religious or political perspective or affiliation, or sexual orientation. These business activities and administration of officer and employee benefit plans comply with all applicable laws.

For qualified people with disabilities, the City makes workplace accommodations that make all efforts to comply with applicable laws, and which the City determines are reasonable and needed for effective job performance.

Where specific age, sex, or physical or mental requirements constitute a necessary or mandatory occupational qualification, appropriate consideration of such factors is permitted.

Any officer or employee who feels they have been discriminated against, should defer to Section IX, Complaint and Grievance Procedures.

Section 3.02. Nepotism

- (a) No person related within the third degree of consanguinity or the second degree of affinity, to the Mayor, any member of the City Council, Department Head, or the hiring authority, shall be employed in or appointed to any office, position, other service, or award of contract (Appendix 1); and
- (b) No person related within the third degree of consanguinity or the second degree of affinity, shall be employed or appointed to positions in the same department; and
- (c) Notwithstanding any superior law, Department Heads who believe an appointment is justified by extraordinary circumstances, may petition the Council for an exception, which must be approved by a two-thirds majority of the Council; and
- (d) Officers and employees are required to notify their department head when a conflict with this section arises; and
- (e) The prohibitions of Sections 3.02(a), (b), and (c) shall not apply to any person who was employed by the City prior to the time of election or appointment of the official related within a prohibited degree.

Section 3.03. At Will Employer

All non-elected officers and employees are hired for an indefinite period of time, and the City, officer, or employee is free to terminate their relationship at will, with or without cause, at any time.

Section 3.04. Disclosure of Potentially Discriminatory Information

In the course of evaluating potential employees and responding to mandatory demographic criteria, employees and applicants may be required to provide personal information. Requests for personal information, as covered under Section 3.01, will only be collected to fulfill mandatory demographic reporting criteria or facilitate City programs.

Such information will be protected according to applicable law, and no appointment to, or removal from, a position with the City shall be directly or indirectly influenced by the misuse of any information requested or obtained for permitted uses.

Employees and applicants may decline to respond; however, such declination may result in the employee or applicant being denied continued employment, consideration, or benefits.

An employee or applicant should defer to Article IX, Complaint and Grievance Procedures, if they believe personal information was used in a discriminatory manner.

Section 3.05. General Basis of Employment

All positions within the City shall be based on work related qualifications:

- (a) Education, training, licenses, certifications, and work experience as listed on the application and applicant provided documentation; and
- (b) Position related written and performance tests; and
- (c) Position related physical examinations and drug panel screening; and
- (d) Appropriate background checks for conviction of crimes involving moral turpitude, felonies, credit history, and moving traffic violations; and
- (e) Reference checks.

Section 3.06. Application and Pre-Employment Selection

- (a) When directed by the Mayor, the City Secretary shall post vacant positions to be filled for no less than two (2) weeks in the official newspaper, or on the City web site, or at City Hall, and/or in other media deemed appropriate by the Mayor and City Administrator; and
- (b) All applications will be accepted and all persons seeking employment will be required to complete and submit an official application to the City Secretary; and
- (c) Application forms will be secured until the filing deadline. The City Secretary shall retain a copy and forward all original applications to the appropriate Department Head; and
- (d) Potentially eligible candidates will be selected from among the applications submitted and the City Secretary shall obtain a basic criminal history, and the Department Head shall check references; and
- (e) If an interview is warranted, the Department Head shall schedule with the candidate; however, offers of employment, formal, conditional, or otherwise, may not be made at the time of the interview; and
- (f) The candidate must present a driving history, copies of applicable licenses and certifications, and other necessary documentation at the time of the interview; and

- (g) After all interviews are taken, if the City Administrator and the Department Head determines that a candidate is acceptable and meets the qualifications of the position, the Department Head may extend a conditional offer of employment and schedule the candidate for any mandated pre-employment physical and psychological examinations; and
- (h) In accordance with the City's Zero Tolerance policies, all candidates who are given conditional offers, must undergo drug panel screenings (see Appendix 4 – Controlled Substance Testing Protocol).

Section 3.07. Disqualification from Consideration

The Mayor, City Administrator, or the Department Head of the applicable department may reject any application, which indicates, on its face, that the applicant:

- (a) does not meet the experience, licensing and certification, and education requirements set forth in the job description; or
- (b) appears to have made false statements on the application or appears to have been deceptive in any manner during the recruitment process; or
- (c) is limited by the provisions of any retirement plan; or
- (d) the applicant refuses to provide mandatory employment information; or
- (e) cannot or will not comply with the City's policies, rules and regulations; or
- (f) the applicant was an officer or employee of the City, in any capacity, or contracted, in any capacity, with the City, within the last year of the date of application.

Section 3.08. Appointments

- (a) Qualified officers and employees shall be given hiring preference; and
- (b) No formal offers of employment are to be extended prior to completion of the entire recruitment process; and
- (c) Upon acceptance of the formal offer of employment, the City Secretary shall coordinate a start date with the new officer or employee to review, verify, and complete all employment records and enrollment forms. The City Administrator shall also give the employee a copy of the Manual and notify the Department Head the new officer or employee is eligible to begin work; and
- (d) Excepting positions requiring licenses or certifications, if no candidate possessing the minimum qualifications, or if no candidate accepts the formal employment offer, the vacant position may be filled by an unqualified applicant at the appropriate pay scale level; and
- (e) Officers and employees who apply for open positions are subject to all the terms and provisioning of that position and are not entitled to retain current compensation.

Section 3.09. Emergency Response Time

All employees who are required to respond to off duty situations, must reside no more than thirty (30) minutes travel time to the City.

Section 3.10. Fitness of Duty

- (a) Department Heads may require an employee to submit to an examination by a City approved physician when it appears that the physical or mental condition of an employee may prohibit the employee from adequately performing the employee's job duties, and may constitute threat or hazard to themselves, other officers, and employees, Citizens, or property; and
- (b) The employee shall be granted administrative leave during the examination and without expense to the employee, for the sole purpose of determining the officer or employee's fitness for duty; and
- (c) The examining physician shall make a recommendation as to whether the officer or employee should be continued in the present position, be considered for a leave of absence, or otherwise not be continued in the present position; and
- (d) The officer or employee shall authorize the physician to disclose the recommendation to the Department Head, who will determine an appropriate response.

Section 3.11. Resignation

- (a) An officer or employee who has reason to leave the employment of the City must give notice to the officer or employee's department head before the effective date of the resignation.
- (b) Such notice may be verbal or in writing.
- (c) No officer or employee may be employed by the City, in any capacity, or contract with the City, for a period of not less than one (1) year following the officer or employee's resignation.

Section 3.12. Retirement

- (a) All regular full-time officers and employees are required to become members of the Texas Municipal Retirement System (the "TMRS"). Accidental death and disability benefits are also incorporated into this retirement plan should an officer or employee become qualified for benefits prior to retirement.
- (b) TMRS provides eligible officers and employees with retirement benefits based on the City's five (5) year vesting plan, with retirement at or after age 60, or at any age after five (5) years of participation in the TMRS plan.
- (c) Funds contributed by the employee may only be withdrawn upon retirement or resignation. Only the employee's contributions, plus interest, if any, are refunded when an employee resigns or retires and elects to withdraw their contribution.
- (d) Full details of the retirement plan are outlined in the TMRS Handbook.

Section 3.13. Requests for Employment Verification

- (a) Information regarding the employment of all current and former City officers and employees, must be made by written request to the City Secretary Administrator or Chief of Police.
- (b) In the absence of a written release signed and witnessed therefor by the current or former officer or employee, only the following information may be released:
 - (i) The dates the officer or employee began and ended employment with the City; and
 - (ii) The officer or employee's beginning and ending salary or wage rates; and
 - (iii) The positions held by the officer or employee while employed by the City; and
 - (iv) As permitted under Texas Labor Code § 103, the Department Head may respond to requests from a prospective employer regarding performance of a current or former officer or employee.

Section 3.14. Non-City Occasional and Part-Time Employment

- (a) Officers and employees shall consider their employment with the City as the officer or employee's primary employer; and
- (b) Department Heads shall approve occasional and part-time employment, whether voluntary or compensated, if the work does not constitute a conflict of interest, does not interfere with the officer or employee's normal duties, and does not involve the use of City resources; and
- (c) Injuries and disabilities sustained during occasional and part-time employment, must be reported to the City within seventy-two (72) hours, and may not be covered by the City's benefits program.

Section 3.15. Lay Off

The City may lay off an officer or employee as a result of changes in duties or organization, or lack of work or funds. A two (2) week written notice of impending lay-off shall be given prior to the effective date of the lay-off and no other notice will be necessary.

Section 3.16 Attire and Grooming

The City strives to maintain a workplace environment that functions well and is free from unnecessary distractions and annoyances. As part of that effort, the company requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. Natural hair styles and textures are permitted, but Department heads may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas.

Procedures

All City employees are expected to present a professional, businesslike image to clients, visitors, customers and the public. Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the City.

Supervisors should communicate any department-specific workplace attire and grooming guidelines to employees during new-hire orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the employee's immediate supervisor.

Any staff member who does not meet the attire or grooming standards will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

Specific requirements

Certain employees may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. Uniforms and protective clothing may be required for certain positions, which the City will provide.

At the discretion of the department head, in special circumstances, such as during unusually hot or cold weather or during special occasions, employees may be permitted to dress in a more casual fashion than is normally required. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

Reasonable accommodation of religious beliefs

The City recognizes the importance of individually held religious beliefs to persons within its workforce. The City will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for employees. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the City Administrator.

Article IV. Attendance and Leave

Section 4.01 Attendance

- (a) Officers and employees must be present at their designated workplace, and ready to perform assigned duties in accordance with the Manual regarding hours of work, holidays, and leaves; and
- (b) Department Heads shall keep daily attendance records of officers and employees within their department and ensure compliance with the Manual; and
- (c) All approved absences shall be reported on a leave form and turned in with the attendance records each pay period; and
- (d) If an officer or employee expects to be tardy or absent, the officer or employee must notify their supervisor or department head as soon as practical; failure to notify the supervisor or department head may result in disciplinary action.

Section 4.02. Hours of Operation

All general workplaces of the City will be kept open continuously from 8:00 a.m. until 5:00 p.m., Monday through Friday, except for holiday closures authorized by the City; all other workplace hours of operation will be determined by appropriate policy.

Section 4.03. Vacation Leave

Vacation leave is earned by full-time officers and employees according to the following anniversary schedule:

- (a) First through fifth year anniversary – eighty (80) hours; and
- (b) Sixth through eleventh year anniversary - one hundred and twenty (120) hours; and
- (c) Twelfth plus year anniversary – one hundred sixty (160) hours; and
- (d) The hours earned, will be posted on each anniversary date; and
- (e) No officer or employee may accrue vacation leave in excess of eighty (80) hours. Vacation hours in excess of eighty (80) hours will be forfeited without pay; and
- (f) All other officers and employees may be granted vacation leave without pay.

Section 4.04. Sick Leave

- (a) All full-time officers and employees will be credited eighty (80) hours of sick leave per year; and
- (b) Sick leave will be credited to each full-time officer and employee immediately following successful completion of their initial probationary period, and upon their anniversary date thereafter; and
- (c) Sick leave is not discretionary leave and will only be used for an authorized absence involving an illness or injury, whether personal or involving their child who has not yet attained the age of eighteen (18) years of age and are still attending school; and
- (d) Any absence of an officer or employee involving a claim for sick leave, whether

compensated or not, for more than an officer or employee's standard workday, or carries over to the following day, must be verified by a qualified physician; and

- (e) Officers and employees who consistently use their sick leave as it is credited or who fail to accumulate sick leave are required to submit a doctor's statement in support of the alleged illness or injury; and
- (f) No officer or employee may accrue sick leave in excess of two hundred forty (240) hours. Sick leave hours in excess of two hundred forty (240) hours will be forfeited without pay.
- (g) All other officers and employees may be granted sick leave without pay and are subject to the same verification policies as full-time officers and employees.
- (h) Officers and employees can submit a request to the City Administrator once all vacation leave has been used to convert up to one week of sick leave to vacation leave. This leave must be used before their anniversary date and cannot be rolled over.

Section 4.05. Military Leave

The City of Bartlett is committed to supporting its employees who serve in the United States Armed Forces and Texas National and State Guard. This policy outlines the provisions for military leave. All employees who are members of the Texas or National Guard or Reserves of the United States Armed Forces are eligible for military leave under this policy. Eligible employees include those who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

Paid Leave & Benefits For Training And Duty:

Full Pay For Up To 15 Days: By Section 437.202, Texas Government Code, employee engaged in active, duty, active, initial, or inactive duty for training will receive pay and accrue benefits as if the employee were on the job for the City for up to 120 hours (fifteen workdays) in any one (1) year. The portion of any military leaves of absence over 120 hours per year will be unpaid. The paid leave days may be consecutive or scattered throughout the year.

Active Duty: Employees called to active duty military service under Title 10 of the United States are entitled to a leave of absence for the period of their military service. Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USC Section 4301. Exempt employees should be paid for the entire week, if they worked during any portion of the week in which they reported for military duty pursuant to Title 10.

Notice To The City Of Need For Leave

Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Notice of military duty can be oral or written. See DOL regulation 20 C.F.R. § 1002.085 The basic documentation that can be furnished at the time of giving notice of military duty leave may take any format

Section 4.06. Family and Medical Leave Act (FMLA) Leave

The City does not meet the requirements of the Family and Medical Leave Act.

Section 4.07. Parental Leave

- (a) Any employee is entitled to up to six (6) weeks of parental leave without loss of employment; and

- (b) Parental leave may be taken for the purpose of childbirth, bonding with the newborn, and recovery from childbirth-related medical conditions; and
- (c) Parental leave is not paid leave, except that accrued vacation and sick leave hours may be used concurrently with maternity leave, to offset any loss of pay.

Section 4.08. Emergency and Bereavement Leave

- (a) Full time officers and employees may be granted emergency leave with pay for a period not to exceed three (3) days in case of death, traumatic injury, or severe illness of any member within the second-degree consanguinity or affinity.; and
- (b) All other officers and employees may be granted emergency leave without pay for a period not to exceed three (3) days in case of death, traumatic injury, or severe illness of any member within the second-degree consanguinity or affinity.

Section 4.09. Severe Illness and Debilitating Injury Leave

- (a) A qualified physician's statement that the officer or employee, or a family member within the first (1st) degree of consanguinity or affinity, is unable to return to work or requires constant care, will be required for an employee to be authorized Severe Illness and Debilitating Injury leave; and
- (b) Such leave is without pay, except that vacation and sick leave may be used concurrently to offset any loss of pay; and
- (c) Leave resulting from or necessitated by any cause of severe illness or debilitating injury, will not exceed two hundred forty (240) hours; and
- (d) Any leave in excess of two hundred forty (240) hours constitutes an unusual hardship on the City and may result in termination of employment.

Section 4.10. Leave to Attend Voting, Jury Duty, Court Subpoenas

- (a) All officers and employees will be allowed one (1) hour of paid time to vote in federal, State, or local elections; and
- (b) Officers and employees called to jury duty will be paid, except that any compensation from such jury duty, will be deducted from the officer or employee's pay; and
- (c) Officers and employees called to testify on behalf of the City, will be paid for the actual hours giving such testimony.

Section 4.11. Leave of Absence

- (a) Officers and employees may request leave not otherwise addressed in the Manual; and
- (b) Such leave will be without pay; and
- (c) The City does not guarantee continued employment; and
- (d) Authorized leaves of absence with or without pay, will not exceed two hundred forty (240) hours per annum, except as allowed pursuant to any superior law.

Section 4.12. Absence Without Leave

- (a) No officer or employee may absent them from duty for any amount of time without the permission of the officer or employee's Department Head; and

- (d) Any such absence will be without pay and will subject the officer or employee to disciplinary action, up to and including termination.

Section 4.13 Paid Quarantine Leave Policy

(a) The City hereby adopts this paid quarantine leave policy for fire fighters, peace officers, detention officers, and emergency medical technicians who are employed by, appointed by, or elected to the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

(b) Definitions:

“Detention officer” means an individual appointed or employed by the City and whose job responsibilities include the care and custody of individuals incarcerated in the municipal jail.

“Emergency Medical Technician” means an individual who is employed by the City and certified as an emergency medical technician under Chapter 773, Health and Safety Code.

“Firefighter” means a paid employee of the City’s Fire Department who: (a) holds a position that requires substantial knowledge of firefighting; (b) has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and (c) performs at least one of the following functions: (i) fire suppression; (ii) fire prevention; (iii) fire training; (iv) fire safety education; (v) fire maintenance; (vi) fire communications; (vii) fire medical emergency technology; (viii) fire photography; (ix) fire administration; or (x) fire arson investigation.

“Health Authority” means a physician appointed by Williamson County to administer state and local laws relating to public health within the City's jurisdiction.

“Paid quarantine leave” means: (1) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the City; and (2) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.

“Peace officer” means police officers licensed by the Texas Commission on Law Enforcement and employed by the City.

(c) Quarantine Leave

A City firefighter, peace officer, detention officer, or emergency medical technician who is ordered to quarantine or isolate by a health authority due to a possible or known exposure to a communicable disease while on duty is entitled to receive paid quarantine leave for the duration of the leave.

(d) No Reduction in Compensation and Benefits

The City will not reduce a firefighter's, peace officer's, detention officer's, or emergency medical technician's sick leave balance, vacation leave balance, holiday leave, balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

Section 4.14 Mental Health Leave Policy

This policy is intended to provide paid mental health leave to the City's eligible firefighters, police officers and emergency responders who experience a traumatic event in the scope of their employment.

Full-time, licensed peace officers, paid firefighters and emergency responders (including dispatchers) are eligible to request mental health leave.

An eligible peace officer or paid firefighter shall be entitled up to three (3) days of paid mental health leave per calendar year, based on a traumatic event experience within the scope of employment. Mental health leave shall not accrue.

A traumatic event means exposure to actual or threatened death, serious injury or sexual violence which is experienced by a peace officer or paid firefighter in the scope of the officer's or firefighter's duties by:

1. directly experiencing the event;
2. witnessing, in person, the event as it occurred to others; and
3. experiencing repeated or extreme exposure to aversive details of the event.

Traumatic events may include, but are not limited to, the following:

1. Incidents involving multiple casualties which may include shootings, traffic accidents or major disasters, including weather related events.
2. Line of duty death or suicide of a department member.
3. Officer(s) involved shooting of a person.
4. Response to or investigation of a death of an individual involving violence or neglect.

Stressful events (*e.g.*, death of a loved one, divorce) not involving an immediate threat to life or physical injury in the scope of an officer's or firefighter's duties are not considered a traumatic event for the purposes of this policy.

To use leave, an eligible peace officer or firefighter must submit a written request to his or her supervisor or the highest administrative officer of the Police Department or Fire Department:

1. within three (3) days after experiencing a traumatic event in the scope of employment;
or
2. if directed by a mental health professional.

The City shall keep requests for mental health leave and any medical information related to mental health leave under this policy confidential, except when disclosure is required to effectuate the leave or is required by law. The request to take leave shall be maintained in a file separate from the employee's general personnel file.

An eligible peace officer's or firefighter's pay or accrued paid leave balance, including sick leave, vacation leave, holiday, or other paid leave, shall not be reduced for using mental health leave in accordance with this policy.

List of Mental Health Services in or serving Bartlett area:

Crosspoint Counseling
104 W. 4th Street
Taylor, TX 76574
512.352.3207
dvolek@cross-pointcounseling.com

Garner Counseling and Wellness
325 N. Main St.
Belton, TX 76513
(254)933-2273
wellness@gardnercounseling.com

Community Counseling Center
515 N Penelope St
Belton , TX 76513
(254) 933-3306
cccenter1@sbcglobal.net

Section 4.15 Line of Duty Injury Leave

Line of duty injuries for paid Police, Fire and EMS shall be managed in accordance with Texas Local Government Code Chapter 177A. Paid Police, Fire and EMS workers who sustain a line-of-duty injury shall be provided with a leave of absence at full pay for a period commensurate with the nature of the line of duty illness or injury for up to one year from the date of injury. Full pay will be provided as Temporary Income Benefits received by the employee from the City's Worker's Compensation Insurance provider plus a supplemental wage to equal the employee's regular rate of pay at the employee's regular schedule. Full pay under this section does not include overtime, even if regularly incurred when the employee is actively working. At the end of the leave of absence, the City Council may extend the leave of absence at full or reduced pay in response to a request by the employee.

1. In the event the employee is temporarily disabled by a line of duty injury or illness and requires additional leave beyond the leave of absence and any extension granted by the City Council has expired, the person may use accumulated sick leave, vacation time and other accrued benefits before the employee shall be placed on temporary leave. Another firefighter, police officer or EMS employee, as applicable, may voluntarily do the work of the injured firefighter,

police officer or EMS employee so that the temporarily disabled employee continues to receive wages and benefits while on temporary leave. In order to facilitate recovery, Employees on temporary leave are prohibited from working off-duty or ancillary jobs for other employers.

2. If able, a firefighter, police officer or EMS employee may return to light duty while recovering from a temporary disability. If medically necessary, the light duty assignment may continue for at least one year.

3. After recovery from a temporary disability, the employee shall be reinstated at the same rank and with the same seniority the employee held before going on temporary leave.

4. Should the employee be determined to be permanently disabled during any part of this process, and be unable to perform the essential functions of the employee's position with or without an accommodation, the department head --with the approval of the City Administrator /Mayor will make the necessary arrangements for the employee's retirement under the on-the-job disability clause of any coverage provided by the City, including the Texas Municipal Retirement System (TMRS).

Article V. Wages, Salary, and Other Compensation

Section 5.01. Pay Period

- (a) The City shall pay all officers and employees on a bi-weekly basis, beginning on Wednesday, and ending on the second Tuesday following; and
- (b) Salaried officers and employees will be paid an amount equal to their annual salary divided by the number of annual pay periods. Hourly officers and employees will be paid for the hours worked and due compensation; and
- (c) Department Heads must submit, by 12:00 p.m., attendance sheets the Wednesday immediately following the Tuesday ending the pay period, in order for their department officers and employees to receive pay on the Friday following the Tuesday ending the pay period; and
- (d) No officer or employee will be compensated for hours or benefits not earned.

Section 5.02. Overtime and Compensatory Time

- (a) All overtime must be approved by the Department Head. Overtime not approved will subject the officer or employee to disciplinary action; and
- (b) When permitted, one and one-half (1.5) hours shall accrue for all officers and employees electing compensatory time in lieu of overtime pay. When practical, all accrued compensatory time must be taken during the current pay period, otherwise such overtime will be paid, except exempt officers and employees who will forfeit such time and pay.

Section 5.03. On Call and Standby Pay

- (a) An officer or employee who volunteers or is required to remain on-call or standby on the City's premises, is engaged in productive hours; and
- (b) An officer or employee who volunteers or is required to remain on-call or standby at home or who is allowed to leave a message where they can be reached, is engaged in non-productive hours; and
- (c) Officers and employees on-call or standby, will have a response time of no more than thirty (30) minutes; and
- (d) Officers and employees will be compensated according to the City's approved budget.

Section 5.04. Lactation Policy

POLICY STATEMENT

The City of Bartlett supports new parents in our workforce and their choices when it comes to breastfeeding upon their return to work after a baby's arrival, recognizing that breast milk is the optimal food for growth and development of infants. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for up to one (1) year following the birth of a child. The City supports the legal right and necessity of employees who choose to express milk in the workplace.

REASON FOR POLICY

The goals of this Policy include:

- To establish guidelines promoting a work environment that supports breastfeeding at the Bartlett.
- To acknowledge that employees have a right to lactation accommodation.
- To acknowledge the City's obligation to respond to lactation requests from employees.
- To acknowledge the employee's right to file a complaint with the U.S. Department of Labor Wage and Hour Division for any related violation.
- To comply with federal regulations under the Providing Urgent Maternal Protections for Nursing Mothers Act (the "PUMP Act") and other requirements per the Fair Labor Standards Act.

WHO SHOULD READ THIS POLICY

All employees – including all members of the [Leadership / Executive Team], employees inquiring about parental leave, all supervisors and managers, and all new and current employees.

POLICY TEXT

In accordance with the PUMP Act, breastfeeding employees will be provided breaks to express milk during working hours in a lactation space that meets minimum requirements described below. If possible, the break times shall run concurrently with the employee's scheduled break times. However, an employee's scheduled break time may not coincide with the employee's need to lactate or additional time may be necessary. Break times for lactation shall be unpaid only if a non-exempt employee is relieved of all duties and is not interrupted during their break. Exempt employees shall not be docked for such break time.

[With supervisory approval, a non-exempt employee may use personal leave, vacation time, sick leave, comp time, or a flexed work schedule to cover any nonpaid break time].

Section 5.05. Lectures, Meetings and Training

Approved attendance of lectures, meetings, and training programs will be compensated as productive hours worked.

Section 5.06. Holiday Compensation

The City will observe the following official holiday closure schedule:

New Year's Day (January 1)
Martin Luther King, Jr. Day (Third Monday in January)

President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving (Fourth Friday in November)
Christmas Eve (December 24)
Christmas Day (December 25)
1 Personal holiday to be used within that year

The following policies apply to all holidays and observances:

- (a) Department Heads shall give their officers and employees the opportunity to observe any holiday while still maintaining essential municipal functions. When not possible, Department Heads will ensure their officers and employees are offered alternative holiday time, which must be scheduled and taken within one (1) week of the holiday, whether before or after the holiday; and
- (b) For City observed holiday closures, full time, non-exempt officers and employees are entitled to receive pay equivalent to their standard workday hours; and
- (c) All other non-exempt officers and employees will be given holidays off without pay; and
- (d) In the event a full time, non-exempt employee of the City is required to perform duties on an official holiday closure and an alternative date is not possible, such officer or employee will be paid holiday pay in addition to actual hours worked; and
- (e) If an official holiday closure falls on a Saturday, the holiday will be observed the preceding Friday. If a holiday falls on Sunday, the holiday will be observed the following Monday; and
- (f) All officers and employees must work on the workday immediately preceding and immediately following a holiday, or will forfeit pay for the observed holiday; and
- (g) Observed holidays falling within a full-time officer or employee's approved leave of absence, will not be charged for the day of approved leave, but will be paid holiday pay instead; and
- (h) An officer or employee desiring to observe a religious holiday not observed by the City, must be afforded preference to all other officer and employee requests for leave.

Section 5.07. Longevity Bonus

All full-time officers and employees employed for at minimum one (1) year are eligible for an annual longevity bonus at a rate of five dollars (\$5.00) for each continuous month of service with the City, up to a maximum of two hundred forty (240) months. The longevity bonus pay will be awarded annually to all then current full-time officers and employees, as a lump sum, and will be included in the first pay period of December.

Section 5.08. Travel Expenses

- (a) All officers and employees will travel and be reimbursed based on the least and most reasonable costs to the City, as determined by the officer or employee, Department Head, and City Administrator.
- (b) All officers and employees who travel to and from approved assignments, and when approved to use their own mode of transportation, will be paid mileage at the then current federal mileage rate, based on the shortest route.
- (c) If required, hotel accommodations will be arranged by the City Secretary. If circumstances dictate, accommodations will be reimbursed upon the submission of a receipt and based on the lowest and most reasonable rates available as determined by the City Secretary.
- (d) Approved per diem will be paid at the rate of \$30.00 per day, and reduced subject to the following qualifications and per meal rates:
 - (i) Per diem will only be paid if the officer or employee is expected to be displaced from home for more than twenty-four (24) hours; and
 - (ii) Approved meals are those first occurring following the beginning of approved travel as determined by the Department Head:
 - (A) If travel is approved to start after 1000 hours, lunch is the first meal; or
 - (B) If travel is approved to start after 1400 hours, dinner is the first meal; or
 - (C) If travel is approved to start after 1900 hours, breakfast is the first meal; and
 - (iii) Breakfast - \$6.50; and
 - (iv) Lunch - \$10.50; and
 - (v) Dinner - \$13.00.

Section 5.09. Performance Appraisal System

The purpose of the system is to improve productivity, to provide better communications between supervisors and those they supervise, to identify needs for training or other remedial actions among the workers, and to provide the cultivation of skills and abilities. Evaluations are aides and will be:

- (a) completed by the Department Head on the City's approved form; and
- (b) completed at least once each year; and
- (c) completed at any other time an employee is being considered for promotion, is in need of remedial action, or immediately following the conclusion of disciplinary action; and
- (d) used in the consideration of promotion eligibility of officers and employees; and
- (e) used in the consideration of disciplinary actions.

Section 5.10. Termination Pay

All employees who terminate employment with the City will receive all pay which may be due, subject to the following qualifications and exceptions:

- (a) All regular and overtime hours actually worked will be paid at the officer or employee's standard rate of pay; and
- (b) Except for reasons of disciplinary termination, officers and employees will be paid for unused vacation hours, up to eighty (80) hours, at their standard rate of pay; and
- (c) All unused sick leave hours are forfeited when an officer or employee separates from employment, except officers and employees who are laid off for economic reasons of the City, who will be paid for unused sick leave hours, up to eighty (80) hours, at their standard rate of pay; and
- (d) Reductions for amounts the employee owes the City or for substantiated damages resulting from negligent, malicious, or intentional acts of the officer or employee with respect to property or assets of the City.

Article VI. Benefits and Deductions

Section 6.01. Badges and Uniforms

- (a) The City will provide all officers and employees with badges to identify them as official City officers and employees.
- (b) Public Works officers and employees will be provided uniform shirts in order to assure a neat appearance and further identify the worker as a municipal employee.
- (c) Police officers will be provided uniforms in accordance with Council approved budgets.
- (d) Officers and employees provided with uniforms must wear, maintain, and return those uniforms upon separation.

Section 6.02. Insurance

- (a) Life and health insurance are provided to all full-time officers and employees through a group insurance policy; and
- (b) This insurance is provided as by the City at no cost to the officer or employee; and
- (c) At the officer or employee's option and expense, dependent insurance coverage is also available; and
- (d) Coverage may be continued with certain limitations consistent with Texas state law.

Section 6.03. Retirement

All regular full-time officers and employees are required to become members of the Texas Municipal Retirement System (TMRS). Enrollment shall be accomplished in accordance with the TMRS guidelines. Details of the retirement plan are outlined in the TMRS handbook.

Section 6.04. Social Security

All officers and employees of the City are covered under the Federal Insurance Contributions Act (FICA). This government insurance alleges to provide retirement, disability, and death benefits and are funded through mandatory payroll deductions by the officer or employee and matched by the City.

Section 6.05. Unemployment Compensation

All employees of the City are covered, as applicable, under the State unemployment compensation program. This program provides payments for unemployed workers in certain circumstances as provided by law. The City pays an unemployment tax on behalf of each employee to finance this benefit.

Section 6.06. Worker's Compensation Insurance

The City participates in Worker's Compensation Insurance coverage for employees. When an employee is injured on-the-job the employee must immediately report the injury to their supervisor or department head.

Article VII. Anti-Abuse Policies

Section 7.01. Sexual Harassment Policy

All employees should be able to enjoy a work environment free from all forms of unlawful discrimination, including sexual harassment.

- (a) Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is motivated in whole or in part by a person's sex, which is not welcome and is personally offensive, demeaning or degrading and therefore effectively becomes a term or condition of the workplace.
 - (b) Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship.
 - (i) No employee should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. A finding that an employee has committed any form of sexual harassment will result, at minimum, in a warning being issued and placed in the employee's personnel file.
 - (ii) Additionally, no employee or officer of the City shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development. A finding that an employee has committed any such form of sexual harassment will result in severe disciplinary action up to and including transfer, demotion, suspension, or termination from employment.
 - (c) Sexual harassment occurs in many forms, including but not limited to, unwelcome physical contact, verbal abuse, leering, gestures, and more subtle advances and pressure inviting sexual activity. Such conduct includes instances in which:
 - (i) Submission to the advances is made a term or condition for obtaining employment opportunities or avoiding adverse employment action;
 - (ii) Submission to or rejection of the advances is used as the basis for making any employment decision; or
 - (iii) Such conduct creates an intimidating, hostile, or offensive working environment.
- Sexual harassment of any type is strictly prohibited and will not be tolerated. If any employee feels they are being sexually harassed, they should promptly report such fact and advise the harasser that the conduct is offensive and that it must stop immediately. If any such unwelcome interest or conduct does not cease immediately upon demand by the employee, or if the employee is not comfortable confronting the harasser, the employee should immediately report the matter to the employee's supervisor. If such employee is either unable or unwilling to speak with their supervisor about the alleged harassment, the conduct or incident must be reported directly to the next higher level of authority, the department head or the Mayor. Upon any supervisor, department head or officer, receiving a report of alleged sexual harassment, the Mayor and all persons in the alleged offender's chain of command shall be advised of the report and appropriate action shall be promptly taken. The first action taken, in such event, shall include steps calculated to

prevent reoccurrences of any such alleged incidents pending investigation and final resolution of the complaint. Each such report shall be investigated promptly, and appropriate corrective action will be taken with the City Council's concurrence.

- (d) Any employee who complains of sexual harassment in good faith will be protected against retaliation or reprisal for making the complaint. However, the City recognizes that false accusations of sexual harassment can have serious effects on innocent men and women, their reputation, and their families. False accusations of sexual harassment will result in severe disciplinary action up to and including termination.

Section 7.02. Smoking Policy

- (a) The use of tobacco products is strictly prohibited in or within fifty (50) feet of all city owned buildings, vehicles, or other property, except in designated areas.
- (b) Designated smoking areas must be to the rear of city owned buildings and spaces and will not be within fifty (50) feet of any entrance or exit of any city owned building, vehicle, or other property. All designated smoking areas must have a "snuffer" tower and the designated area and "snuffer" will be maintained as necessary by tobacco users.

Section 7.03. Substance Abuse Policy

- (a) The City is committed to providing reliable, safe, healthy, and hazard free service to its Citizens, officers and employees and has a Zero Tolerance Policy regarding substance abuse; and
- (b) The City defines substance abuse as the illegal manufacture, possession, use, solicitation for or sale of drug paraphernalia, controlled substances, or prescription medication without or in violation of a licensed health care professional's supervision, the possession, solicitation for or sale of alcohol while in the workplace, or the excessive use of alcohol that negatively affects work performance; and
- (c) The City will perform pre-employment, post-accident, reasonable cause, and commercial licensed driver drug screening of all officers and employees; and
- (d) As allowed by law, random substance abuse testing may be performed with respect to all officers and employees holding designated safety-sensitive positions; and
- (e) Failure to comply with substance abuse policies will result in appropriate disciplinary action.

Workplace Searches

All offices, desks, file drawers, cabinets, lockers, City vehicles, and other City equipment (including but not limited to computers, email, and voice mail) and facilities or any area on City premises are the property of the City ("City Property") and are intended for business use. Employees should have no expectation of privacy with respect to City Property and/or items stored within or brought onto City Property or on the City's premises. Inspection may be conducted at any time, without notice, at the discretion of the City.

In addition, when the City deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes, or any other possessions or articles brought onto the City's premises.

Section 7.04. Use of Technology

- (e) A. Technology provided by the City, (including, but not limited to computers, networks, wired and wireless communications, printers, and copy machines) must be used in compliance with all applicable federal, State, and City policies, and is provided strictly for work related activities.
 - 1. Officers and employees have no right to privacy with regard to technology usage as all City-owned technology is monitored and subject to the Texas Government Code § 552, Public Information Act.
 - 2. Misuse of City owned technology will result in appropriate disciplinary action.

B. Prohibited Applications Policy

1. Purpose

To implement an information technology approach focused on protecting the City's sensitive information and critical infrastructure as required by Chapter 620, Texas Government Code, from technology believed to pose a threat to governmental infrastructure, by prohibiting and preventing the download or use of prohibited technologies on any City-owned or issued electronic device.

2. Roles and Responsibilities

- a. All City of Bartlett employees are expected to be familiar with and adhere to the terms of this policy and all sub-policies and procedures.
- b. City employees are prohibited *on any City-issued, owned or leased devices*, from downloading, installing or using the social media service TikTok, or any successor application or service developed, provided, or owned by ByteDance Ltd., such as Tik Tok, or any subsidiary or any prohibited software/applications/developers listed on <https://dir.texas.gov/information-security/prohibited-technologies> or a social media application/service, as referenced in Section 620.005 Texas Government Code. City staff may prohibit the use of TikTok on City devices by limiting network access to the application.

3. Exceptions

- a. Exceptions to the ban on prohibited technologies, as required by state law, may only be approved by the Police Chief or City Administrator:
 - 1) When the use of prohibited technologies is required for a specific business need, such as enabling criminal investigations or for developing or implementing information security measures.
 - 2) Any such exception must be detailed and include (1) the use of measures to mitigate risks to the security of city information during the use of the covered application; and (2) the documentation of those measures.
 - 3) To the extent practicable, exception- based use should only be performed on devices that are not used for other city business and on non-city networks. Cameras and microphones should be disabled on devices for exception-based use.

4. Compliance

Compliance with this policy will be verified through various methods for City-owned, leased, and issued devices, including but not limited to, IT/security system reports. Violations of this policy will result in coaching and repeat offenses may result in disciplinary action up to and including termination of employment.

If the underlying statute, Texas Government Code §§620.001-.006, is declared unconstitutional, enforceable, or vacated by a court of competent jurisdiction, this policy is void.

Section 7.05. Employee Operation of City-Owned Vehicles

- (a) No employee may operate a City-owned vehicle unless the employee possesses a valid driver's license appropriate for that vehicle and is insurable by the City's insurer; and
- (b) Any employee required to operate a City-owned vehicle as part of their duties, must immediately notify the Department Head, should the employee's driver's license expire or be suspended, or the employee becomes uninsurable; and
- (c) The City shall verify, at least annually, that every employee who operates City-owned vehicles has a valid license and insurance; and
- (d) Employees whose positions require the operation of a City-owned vehicle, are expected to obey all traffic laws and avoid accidents at all times, even when driving personally owned vehicles during non-working hours; and
- (e) Employees who fail to maintain a satisfactory driving record and insurability, shall be deemed in violation of the Manual and will be subject to disciplinary action. The following offenses shall be grounds for immediate termination:
 - (i) a conviction for driving under the influence of alcohol or controlled substances; or
 - (ii) operating a City vehicle while their driver license or insurance is invalid.

Article VIII. Adverse Actions

Section 8.01. Violations of Policy

- (a) Any officer or employee who violates the policies set forth herein, will be subject to disciplinary action, up to and including termination, except elected officers and employees who cannot be terminated or reassigned from their elected office. Officers and employees have a limited right to disciplinary actions that are progressive; however, consideration will be given to the individual circumstances when determining the appropriate disciplinary actions to be taken.
- (b) In taking any action with respect to an applicant, officer, or employee, the Department Head shall consider whether the prior history and conduct of the individual evidences that the individual may reasonably be rehabilitated or expected to negatively interfere with the effective services of the City.

Section 8.02. Penalties

- (a) A City Administrator or the Mayor may deny or reject any application, appointment or promotion, or counsel, reprimand, suspend with or without pay, demote, reassign, or terminate any officer or employee, except elected officers and employees who cannot be terminated or reassigned from their elected office, at any time the City Administrator or Mayor determines that such action will promote the efficiency of the City's service; and
- (b) In such event, the officer or employee should be promptly served with written notice and informed that the employee has the right to appeal the matter through the Grievance Procedure; and
- (c) The written disciplinary action should set forth:
 - (i) the specific causes that resulted in the discipline; and
 - (ii) the discipline to be imposed; and
 - (iii) the effective dates of the imposed discipline; and
 - (iv) the consequences if the officer or employee continues to perform in a substandard manner; and
 - (v) contain a statement that the officer or employee may appeal the action; and
 - (vi) an acknowledgment that the officer or employee has received the notice of disciplinary action.
- (d) A copy of the disciplinary action will be given to the officer or employee, and the original will be filed in the officer or employee's permanent personnel file by the City Secretary.

Section 8.03. General Violations

The following violations are specific, but are in no way exhaustive:

- (a) Dishonesty. Taking property without authorization or permission; misuse of employer funds or property; cheating; forging or willfully falsifying reports, records, or documents; misuse of leave; any false action detrimental to the workplace; and

- (b) Disturbance. Fighting; using profane, abusive or threatening language; horseplay; causing injury to fellow employees through deliberate action or gross negligence; disrupting harmonious relationships between employees; and
- (c) Firearms. The illegal control of or possession by any officer or employee of a firearm on or about the person while on duty, is strictly prohibited; and
- (d) Incompetence. Inability or unwillingness to perform assigned work satisfactorily.
- (e) Indifference Toward Work. Failure to remain at work, inefficiency, loafing, carelessness, performing personal and non-City related business during working hours, abuse of eating and rest periods, sleeping or being inattentive during working hours; and
- (f) Insubordination. Willful failure or refusal to perform assigned work or fully comply with instructions or orders as assigned by any supervisor, Department Head, or the Mayor, except this does not apply to imminently dangerous situations. If the officer or employee believes the instruction or order, if followed, would result in physical injury or death to them or another, or result in damage to City assets, the employee may defer action and request a confirmation by the next higher level of management; interfering with the work of others, mistreatment of the public or other employees; leaving work without permission; and
- (g) Misconduct. Any criminal offense or infamous or notoriously disgraceful conduct and other misconduct which could have an adverse effect on the employer; diminishes the confidence or trust of the public in the integrity of the City government; negatively affects workplace relationships; habitual misdemeanor convictions; felony conviction; and
- (h) Misleading and False Identification. Intentionally false statements, deception, or fraud in applications, examinations, representations made for appointment or promotion, or reports; possessing, using, or providing any City equipment, credentials, or services for other than official City; and
- (i) Political Activities. When not on duty or in uniform, an officer or employee of the City may engage in political activity and campaigns for and with respect to any entity. An employee who becomes a candidate for any City office, constitutes a resignation; and
- (j) Sabotage. Deliberate damage or destruction of City equipment or property; altering, removing or destroying City records; advocacy of or participating in unlawful trespass or seizure of City property; encouraging or engaging in slow-downs, sit-ins, strikes, or any other concerted efforts to limit or restrict officers and employees from working; conduct subversive to the proper order, discipline and morale of city employees; and
- (k) Statutory. Any statutory disqualification which makes the individual unfit for the job or failure to meet and maintain requirements of the individual's job description; and
- (l) Substance Abuse. Reporting to work, being on duty, or being on-call or standby in an unfit condition; being under the influence of alcohol; unlawfully under the influence of controlled substances; and
- (m) Unsatisfactory Attendance. Excessive tardiness, neglect of duties, or unauthorized absences will be grounds for dismissal; and

- (n) Violation of Safety Rules. Improper removal of safety guards, fire extinguishers, or other equipment designed to protect employees; failure to use safety equipment; failure to follow safety rules; failure to report an on-the-job injury, vehicle accident, or unsafe condition.

Article IX. Complaint and Grievance Procedures

Section 9.01. General Guidelines

It is the City's goal to treat all Citizens, officers and employees fairly in all respects. Citizens, officers, and employees who feel they have been subjected to unfair treatment or discrimination have the right to present grievances through simple and reasonable procedures. A grievance is defined as any complaint or problem concerning an officer or employee's duties or working conditions. Any officer or employee may present grievances under the procedures outlined below and will be free from restraint, coercion, or reprisal as a result.

Section 9.02. Procedural Steps

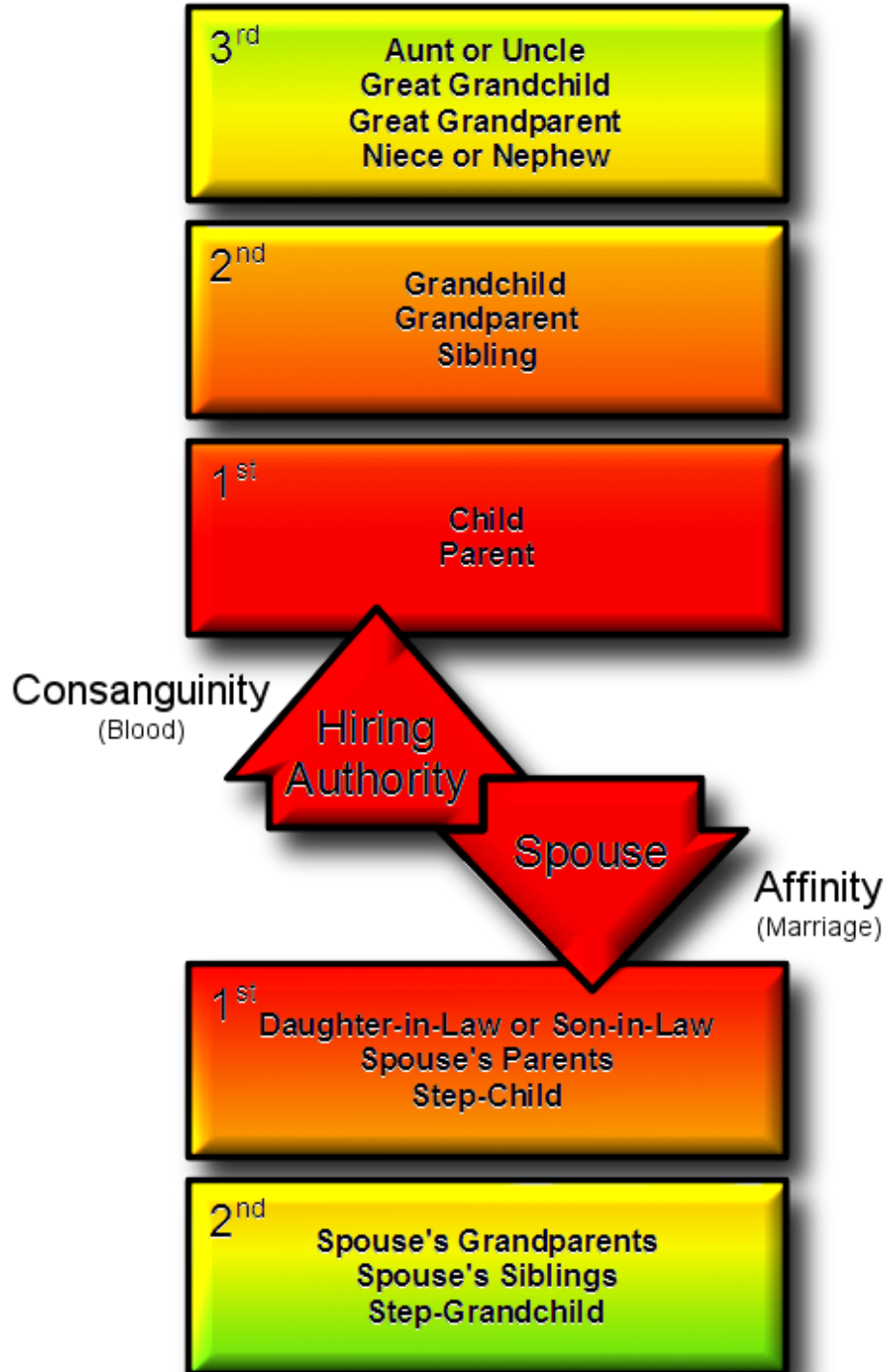
- (a) The grievance shall be in writing, legible, and must include the following information:
 - (i) date, time, and place of the alleged mistreatment, harassment, or discrimination; and
 - (ii) specify the nature of the grievance; and
 - (iii) explain why the action is improper; and
 - (iv) offer a suggested corrective action, and
 - (v) be signed by the complainant; and
- (b) The officer or employee must present the grievance to her immediate supervisor within five (5) calendar days of the alleged action; and
- (c) The immediate supervisor will notify the City Administrator of the grievance within one (1) working day of receipt of the grievance; and
- (d) The immediate supervisor has five (5) working days from the date of receipt of the grievance to deny, amend, or uphold any appeal; and
- (e) (iii) If the grievance is not resolved between the officer or employee and the immediate supervisor, the officer or employee may request a review by the City Administrator. The request must be in writing and filed with the immediate supervisor within three (3) calendar days of the earlier of the immediate supervisor's response or the expiration of the five (5) workday response period; and
- (f) The immediate supervisor shall, within one (1) work day, submit the original grievance, any relevant documentation, and the officer or employee's request to the City Administrator who will have ten (10) working days of the date of the City Administrator's receipt of the request to conduct a review, to deny, amend, or uphold any appeal; and
- (g) (iii) If the grievance is not resolved between the officer or employee and the City Administrator, the officer or employee may request a review by the Mayor. The request must be in writing and filed with the immediate supervisor within three (3) calendar days of the earlier of the City Administrator's response or the expiration of the ten (10) workday response period; and
- (h) The immediate supervisor shall forward the request within one (1) work day to the City Administrator; and

- (i) The City Administrator shall forward, within one (1) work day, the original grievance, any relevant documentation, and the officer or employee's request to the Mayor who will have ten (10) working days of the date of the Mayor's receipt of the request to deny, amend, or uphold any appeal; and
- (j) (iv) If the grievance is not resolved between the officer or employee and the Mayor, the officer or employee may request a hearing before the Council. The request must be in writing and filed with the immediate supervisor within three (3) calendar days of the earlier of the Mayor's response or the expiration of the ten (10) workday response period; and
- (k) The Mayor shall schedule a hearing before the City Council and notify the officer or employee of the date and time the hearing will be held. The City Council may deny, amend, or uphold the appeal, and the City Council's decision shall be final.

Section 9.03. Grievances Without Basis

Grievances are serious matters, and the City encourages officers and employees to file all legitimate, fact-based complaints; equally so, frivolous, baseless, and false grievances are discouraged and will result in disciplinary action.

Appendix 1 - Nepotism Chart



Appendix 2 - Classes Of Employees

Full-Time (“FT”). A full-time officer or employee is an officer or employee serving in a position budgeted for two thousand eighty (2080) or more hours per year. FT officers and employees are eligible for all City offered compensations and benefits.

Part-time (“PT”). A part-time officer or employee is an officer or employee serving in a position that is budgeted for and regularly scheduled to work less than two-thousand eighty (2080) hours per year. PT officers and employees are not eligible for City offered compensations or benefits, except those mandated by State or federal law.

Temporary or Seasonal (“TS”). A temporary or seasonal officer or employee is appointed for a specific period of time and has an anticipated date of termination. TS officers and employees are not eligible for City offered compensation or benefits, except those mandated by State or federal law.

Probationary (“PR”). All new officers and employees, except elected officials, shall be placed in a ninety (90) day probationary period. All officers and employees, except elected officials, are subject to being placed in a probationary status for disciplinary reasons.

Exempt Employees. Exempt employees are those who are not entitled to receive overtime pay for hours worked beyond the standard workweek. These employees are typically salaried and are exempt from the FLSA's minimum wage and overtime pay requirements. Exempt employees often hold managerial, administrative, executive, or professional positions and are compensated based on their job responsibilities rather than the number of hours worked. Exempt employees are expected to fulfill their job duties regardless of the number of hours worked in a week but must still accurately record their hours worked..

Non-Exempt Employees. Non-exempt employees are those who are entitled to receive overtime pay for any hours worked beyond the standard workweek, as defined by the FLSA. These employees are typically paid on an hourly basis and are subject to the FLSA's minimum wage and overtime pay requirements. Non-exempt employees must be compensated at a rate of one and a half times their regular hourly rate for any hours worked in excess of 40 hours per week. Unlike exempt employees, non-exempt employees are eligible for overtime pay and must accurately record their hours worked. Contractors, consultants, and other service professionals are not officers or employees of the City and are not eligible for benefits. Contractors, consultants, and service professionals are paid via invoices and require Internal Revenue Service Forms 1099.

Appendix 3 - Fair Labor Standards Act Summary

The Fair Labor Standards Act (FLSA) is a federal law enacted in 1938, which establishes the minimum wage, overtime pay eligibility, recordkeeping, and child labor standards affecting full-time and part-time workers in the United States. It is crucial for all City employees to understand their rights and obligations under the FLSA to ensure fair and lawful employment practices.

Key Provisions of the FLSA:

Minimum Wage: The FLSA mandates a federal minimum wage, which is periodically adjusted by Congress. As of [current date], the federal minimum wage is \$7.25 per hour. However, individual states or localities may have their own minimum wage rates, and employees are entitled to the higher of the federal, state, or local minimum wage.

Overtime Pay: Non-exempt employees are entitled to overtime pay at a rate of one and a half times their regular rate of pay for all hours worked in excess of 40 hours in a workweek. Overtime pay is calculated based on the employee's hourly rate of pay, and it is important for employers to accurately track and compensate overtime hours. Non-exempt law enforcement officers who are regularly scheduled to work eighty (80) hours or more of work per two-week cycle and exceed eighty-five and one half (85.5) hours of work per two-week cycle is eligible for overtime compensation.

Exempt vs. Non-Exempt Status: The FLSA classifies employees as either exempt or non-exempt based on their job duties and salary basis. Exempt employees are not eligible for overtime pay and typically include executive, administrative, professional, and certain computer-related positions. Non-exempt employees are entitled to overtime pay and include most hourly workers.

Recordkeeping Requirements: Employers covered by the FLSA must maintain accurate records of employees' hours worked, wages paid, and other pertinent information. This includes employee names, addresses, dates of birth (for minors), and employment dates.

Child Labor Protections: The FLSA establishes regulations concerning the employment of minors, including restrictions on the types of jobs they can perform, hours they can work, and conditions of work. These regulations are in place to ensure the safety, health, and educational opportunities of young workers.

Enforcement and Penalties: The U.S. Department of Labor's Wage and Hour Division (WHD) is responsible for enforcing the FLSA. Employers found in violation of the FLSA may be subject to penalties, including back pay, liquidated damages, civil monetary penalties, and injunctions.

Conclusion:

The Fair Labor Standards Act (FLSA) is a cornerstone of labor law in the United States, providing essential protections for workers regarding minimum wage, overtime pay, recordkeeping, and child labor standards. By adhering to the provisions of the FLSA, the City demonstrates its commitment to fair and equitable employment practices, ensuring the well-being and rights of its employees. It is imperative for all City employees and management to familiarize themselves with the requirements of the FLSA to promote compliance and uphold the principles of fairness and justice in the workplace..

Appendix 4 - Controlled Substance Testing Protocol

An immunoassay will be used for the initial test with the following cut-off levels:

<u>SUBSTANCE</u>	<u>INITIAL TEST</u>	<u>- CUT-OFF LEVELS (NG/ML)</u>
Marijuana Metabolites		100
Cocaine Metabolites		300
Opiate (Codeine and Morphine)		*300
Phencyclidine (PCP)		25
Amphetamines		1000
Alcohol		0.04

*25 NG/ML if immunoassay specific for free morphine.

All initially positive tests, using the original sample and at applicant, officer, or employee expense, may be confirmed by gas chromatography/mass spectrometry (GC/MS):

<u>SUBSTANCE</u>	<u>CONFIRMATION TEST</u>	<u>CUT-OFF LEVELS (NG/ML)</u>
Marijuana Metabolites (1)		15
Cocaine Metabolites (2)		150
Opiate (Codeine and Morphine)		150
Phencyclidine (PCP)		25
Amphetamines		500
	(1) Delta-9-Tetrahydrocannabinol-9-Carboxylic Acid	
	(2) Benzoylcegonine	

Appendix 5 - Acknowledgment Of Receipt

By my signature below, I, _____,
acknowledge:

- (a) I understand the City of Bartlett is an at-will employer and I am subject to termination for any reason or no reason at all, either voluntarily or involuntarily; and
- (b) I understand that the provisions contained in the City of Bartlett Personnel Manual (the "Manual") are applicable to me; and
- (c) I understand the City of Bartlett (the "City") will attempt to apply the policies and regulations set forth in the Manual, in a fair and impartial manner to achieve the City's overall objectives; and
- (d) I understand that I will be subject to substance abuse testing and that the compliance with such testing is a condition of continued employment; and
- (e) I understand the City will make every effort to provide a work environment free from all forms of harassment as defined by Title VII of the 1964 Civil rights Act; and
- (f) I understand the City reserves the right to change, modify, add, or eliminate any provisions therein, at any time, with or without notice. Any agreements, promises, or other instrument, whether written or verbal, expressed or implied, made to me, which conflict with the provisions of the Manual, are effective only if in writing and an act of the City Council; and
- (g) I understand that I may file grievances with respect to disciplinary decisions and actions affecting my employment with the City, provided that such grievances are consistent with the policies set forth in the Manual. A decision of the City Council, when applicable, will be final.

I have received a copy of the City of Bartlett Personnel Manual, affirm that I have had an opportunity to ask questions about the terms, provisions, meanings, application, and enforcement thereof, and agree to uphold the policies therein.

Date: _____

Signature of Employee

Signature of City Administrator

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BARTLETT, TEXAS
AND THE LOWER COLORADO RIVER AUTHORITY
CONCERNING ELECTRICAL TRANSMISSION,
CONTROL AND SUBSTATION FACILITIES**

THIS AGREEMENT is made and entered into by and between the City of Bartlett, Texas (hereinafter referred to as the “City”) and the Lower Colorado River Authority (hereinafter referred to as “LCRA”), a conservation and reclamation district of the State of Texas, pursuant to the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code). LCRA and the City may be referred to individually as a Party, or collectively as the Parties.

WHEREAS, the City owns and operates electric transformation and distribution lines and related facilities, and

WHEREAS, LCRA is authorized by Chapter 8503 of the Texas Special District and Local Laws Code to distribute and sell electric energy; and

WHEREAS, LCRA provides planning, repair, maintenance, testing, technical, training and inspection services for the transmission Facilities (as defined below) of LCRA Transmission Services Corporation, a non-profit corporation and instrumentality of LCRA; and

WHEREAS, cooperation between the City and LCRA in planning for and in providing repair, maintenance and technical services (testing, inspection and personnel training) for transformation, distribution and substation facilities (collectively, "Facilities") would enable the City and LCRA to avoid redundant expenditures, reduce the costs to their respective customers, improve the responsiveness of each Party to outages and emergencies, and enhance the reliability of the respective Facilities; and

WHEREAS, LCRA is willing to perform Services (as defined below) on the Facilities of the City upon the following terms and conditions;

NOW, THEREFORE for and in consideration of the premises, and the mutual covenants and agreements set forth below, and other good and valuable consideration, the City and LCRA agree as follows:

I. SCOPE OF SERVICES

1.1. a. At the City's request, LCRA may provide the following services, including the personnel, labor, material and equipment necessary to perform the work (the "Services"):

- 1) engineering, design and project management services for substation and distribution facilities;
- 2) substation and distribution construction and maintenance (including vegetation management such as tree trimming and ROW clearing);
- 3) relaying and control testing and maintenance;
- 4) material procurement and use of contracts with vendors;
- 5) fleet repair and maintenance;
- 6) protective equipment testing services; and
- 7) any other services or offerings mutually agreed upon by the Parties.

1.2. Performance of Services under this Agreement shall be initiated by a written work order signed by both the City and LCRA ("Work Order"). The Work Order shall be of the form in Exhibit A and will include, as appropriate, the subject Facilities and the detailed scope of Services to be performed, a schedule for the performance of Services, a pricing methodology for the Services to be performed, and other terms and conditions specific to the Services.

1.3. Nothing in this Agreement shall require the City to have Services performed by LCRA, nor shall LCRA be required to accept any work order submitted by the City.

II. COMPENSATION

2.1. The pricing for the Services shall be either (i) a fixed price as established in the Work Order, or (ii) a cost plus methodology in accordance with Section 2.2. If the Parties elect to use the cost plus methodology, the City will be responsible for the total cost of the Services, even if such amount exceeds the estimate provided by LCRA in the Work Order.

2.2. If the Parties elect to use the cost plus methodology, the City will compensate LCRA for the following costs related to the Services:

- a. All direct costs, which may include (1) costs for materials, supplies, fuels and lubricants used to perform the Services, (2) costs to transport necessary equipment and personnel to the City's Facilities, (3) labor costs, including salary and benefits, paid to employees and contractors, together with (4) travel, meal and lodging expenses reimbursed or paid on behalf of employees and contractors within established LCRA expense guidelines.
- b. Indirect costs that LCRA normally applies to Services of this nature, including general and administrative costs and other internal expenses and contributions.
- c. Other expenses specified in the applicable Work Order or otherwise authorized in advance by both Parties, including the costs of contracts entered into with third parties to perform Services.

2.3. LCRA will invoice the City in accordance with terms of the work order. For Fixed Price work orders, LCRA will invoice a fixed amount monthly. For Cost Plus work orders, LCRA will invoice the City for all costs incurred, as defined in Section 2.2 of this Agreement, on a monthly basis.

2.4. The City shall pay LCRA, in accordance with the electronic funds transfer methods provided by LCRA, the amount due within thirty (30) days after receipt. In the event that payment in full is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum lawful rate or one percent (1.0 %) per month until paid in full.

2.5. The City pledges the revenues of its electric utility system to pay its obligations under this Agreement. In addition, the amounts payable by the City to LCRA under this Agreement are operation and maintenance expenses as contemplated by Section 1502.056 of the Texas Government Code and, as a result, are a first lien against the revenues of the City to secure the City's payment obligations to LCRA hereunder. The City agrees that it shall not request Services for which funds have not been appropriated and are not available.

III. THE CITY'S RESPONSIBILITIES

3.1. To the extent permitted by law, the City shall identify the Facilities and equipment upon which LCRA will be requested to provide Services and shall provide LCRA with all necessary documents and information relevant to the Facilities and equipment.

3.2. The City shall review and respond as appropriate to all reports, studies, recommendations and other submissions of LCRA so as not to delay the performance of the Services.

IV. DOCUMENTS, DATA AND PUBLICATIONS

4.1. It is agreed and understood that the specifications, drawings, plans, contracts and deliverables developed under this Agreement, or other data, documents or information provided to LCRA by the City pursuant to this Agreement are of a strictly confidential nature and, except as otherwise required by law, no such confidential information shall be disclosed to any third Party without the prior written consent of the City.

V. TERM

5.1. This Agreement is contingent upon approval by the City of Bartlett City Council, and will become effective upon execution by both Parties (the "Effective Date").

5.2. This Agreement shall be for a term of one (1) year from the Effective Date; provided, however, that this Agreement shall automatically renew for up to three additional terms of one (1) year each unless affirmatively terminated by a written notice signed by a Party and delivered prior to the expiration of each term. Services authorized prior to expiration of the then-current term shall

be completed, and the Parties' obligations under the Agreement shall remain in effect until such completion.

5.3. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party. Upon termination of this Agreement for convenience, LCRA shall immediately discontinue the performance of Services and shall from then on perform only those Services expressly requested to be completed by the City, and LCRA shall be compensated for all such Services performed, plus its actual and reasonable costs of demobilization.

VI. STANDARDS AND INSPECTIONS; LIMITATION ON LIABILITY

6.1 LCRA shall perform all work under this Agreement in a good and workmanlike manner in accordance with the work order specifications and applicable industry standards and electrical codes in affect at the time the Services are performed. The City shall have the right of inspection at all reasonable times during the performance of the Services and prior to acceptance of the Services. In the event that the inspection reveals that the Services have not been performed in accordance with the above standards, the LCRA shall promptly and diligently re-perform such Services at no additional cost to the City.

6.2 OTHER THAN THE EXPRESS LIMITED WARRANTIES IN SECTION 6.1, LCRA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST USE, BUSINESS INTERRUPTION LOSSES, OR DAMAGES OR LOSSES INCURRED BY A PARTY'S CUSTOMER), REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN.

VII. NOTICES

Correspondence, notices and invoices shall be in writing and mailed or delivered to the other Party as follows, or at such other address as a Party may from time to time designate in writing. All notices, correspondence or invoices shall be effective upon receipt.

TO THE CITY:

City of Bartlett
140 West Clark St.
Bartlett, TX 76511

Attn: City Administrator

TO LCRA:

Lower Colorado River Authority
3700 Lake Austin Blvd.
P.O. Box 220
Austin, TX 78767-0220

Attn: Transmission Strategic Services

VII. MISCELLANEOUS

7.1. This Agreement constitutes the entire understanding of the Parties relating to the subject matter of the Agreement, and there shall be no modification or waiver of this Agreement except by writing signed by the Party asserted to be bound thereby.

7.2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that neither Party may assign this Agreement or subcontract the performance of Services under this Agreement, in whole or part without the prior written consent of the other Party.

7.3. No failure or delay on the part of a Party to exercise any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy. All rights and remedies under this Agreement are cumulative and shall not be considered exclusive of any other rights or remedies provided by law.

7.4. If any section or part of this Agreement is declared invalid by any court of competent jurisdiction, the court's decree shall not affect the remainder of this Agreement, and the remainder of the Agreement shall remain in full force and effect with the deletion of the part declared invalid.

7.5. The Parties agree and intend that all disputes which may arise from, out of, under or respecting the terms and conditions of this Agreement, or concerning the rights or obligations of the Parties under the Agreement, or respecting any performance or failure of performance by either Party under the Agreement, shall be governed by the laws of the State of Texas. Any legal action or proceeding arising out of this Agreement will be brought exclusively in the courts located in Travis County, Texas.

7.6 The Parties signing this Agreement warrant that they are the representatives of their entities and that they have been duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective on the date of the last signature below.

CITY OF BARTLETT, TEXAS

**LOWER COLORADO RIVER
AUTHORITY**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Resolution 20240513-02

Agreement Execution Resolution

A RESOLUTION by the City Council of Bartlett, Texas (the “City”) authorizing Chad Mees, Mayor of the City, the Designated Representative of the City to execute an agreement with the Texas Water Development Board for funding in the amount of \$1,000,000.

WHEREAS, the Texas Water Development Board made a commitment to provide financial assistance in the form of principal forgiveness in the amount of \$1,000,000 to the City to finance the construction of certain improvements to the City’s wastewater system identified as TWDB Project No. 73933, upon execution of a principal forgiveness agreement; therefore

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

SECTION 1. Approval of Agreement. The agreement setting out the terms and conditions of the financial assistance between the Texas Water Development Board and the City is approved and the City’s Designated Representative is authorized to execute the agreement on behalf of the City.

SECTION 2. Effective Date. This Resolution shall become effectively immediately after its adoption.

PASSED AND APPROVED, this the 13th day of May, 2024.

ATTEST: _____
City Secretary, City of Bartlett

By: _____
Mayor, City of Bartlett

(Seal)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between City of Bartlett, a political subdivision of the State of Texas in Bell and Williamson Counties, Texas (City), and _____, as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to the execution of a Principal Forgiveness Agreement in the amount of \$1,000,000 (Principal Forgiveness Agreement) applicable to TWDB Project No. 73933, Commitment No. LF1001730, pursuant to which the City will accept certain contractual obligations (the Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding projects identified as Project No. 73933 (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number LF1001730 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "Principal Forgiveness LF1001730 City of Bartlett, Texas Escrow Account" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Principal Forgiveness Agreement and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow

Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Principal Forgiveness Agreement. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Principal Forgiveness Agreement, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The

records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent, the City and the TWDB are as follows:

(Escrow Agent)

Phone No.: _____
Fax No.: _____
Email Address: _____

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

Mayra Cantu, City Administrator
City of Bartlett
140 W Clark Street
Bartlett, Texas 76511

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: ANTI-BOYCOTT VERIFICATION. The Escrow Agent represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Escrow Agent or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent either (i) meets one of the exemption criteria under Section 2270.002 of the Texas Government Code or (ii) does not boycott Israel and will not boycott Israel through the term of this Agreement. The term “boycott Israel” as used in this paragraph has the meaning assigned in Section 808.001 of the Texas Government Code, as amended.

SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

SECTION 21: ANTI-BOYCOTT VERIFICATION OF ENERGY COMPANIES. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2276.002 of the Texas Government Code , as amended, solely for purposes of compliance with Chapter 2276 of the Texas Government Code, the <<ENTITY>> and the Escrow Agent hereby certify that the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Chapter 2276 of the Texas Government Code and is therefore exempt from Section 2276.002(b), Texas Government Code, as amended, pursuant to Section 2276.002(a)(2), Texas Government Code, as amended.

SECTION 22: ANTI-BOYCOTT VERIFICATION OF FIREARM COMPANIES AND ASSOCIATED TRADE ASSOCIATIONS. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274.002 of the Texas Government Code , as amended, solely for purposes of compliance with Chapter 2274 of the Texas Government Code, and subject to applicable Federal law, the <<ENTITY>> and the Escrow Agent hereby certify that the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Chapter 2274 of the Texas Government Code and is therefore exempt from Section 2274.002(b), Texas Government Code, as amended, pursuant to Section 2274.002(a)(2), Texas Government Code, as amended.

SECTION 23: SURVIVAL OF REPRESENTATIONS. As used in the foregoing verifications, the Escrow Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding subsections shall survive termination of the Agreement until the statute of limitations has run.

SECTION 24: EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means.

SECTION 25: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT. The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held

in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

CITY OF BARTLETT, TEXAS

By: _____
Authorized Representative

Date: _____

Address: 140 W Clark Street
Bartlett, Texas 76511

(Seal)

(Escrow Agent)
as Escrow Agent

By: _____

Title: _____

Date: _____

Address:

(Bank Seal)

EXHIBIT A
Fee Schedule

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between City of Bartlett, a political subdivision of the State of Texas in Bell and Williamson Counties, Texas (City), and _____, as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to an Ordinance finally adopted on May 13, 2024 (Ordinance), the City of Bartlett authorized the issuance of \$745,000 City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024, dated May 1, 2024, applicable to TWDB Project No. 73933, Commitment Number L1001729; pursuant to which the City will accept certain contractual obligations (the Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding projects identified as Project No. 73933 (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number L1001729 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled “Texas Water Development Board L1001729 City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024 Escrow Account” and shall not be subject to warrants, drafts or checks drawn by the City but shall

be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The

records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent, the City and the TWDB are as follows:

(Escrow Agent)

Phone No.: _____
Fax No.: _____
Email Address: _____

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

Mayra Cantu, City Administrator
City of Bartlett
140 W Clark Street
Bartlett, Texas 76511

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: ANTI-BOYCOTT VERIFICATION. The Escrow Agent represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Escrow Agent or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent either (i) meets one of the exemption criteria under Section 2270.002 of the Texas Government Code or (ii) does not boycott Israel and will not boycott Israel through the term of this Agreement. The term “boycott Israel” as used in this paragraph has the meaning assigned in Section 808.001 of the Texas Government Code, as amended.

SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

SECTION 21: ANTI-BOYCOTT VERIFICATION OF ENERGY COMPANIES. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2276.002 of the Texas Government Code , as amended, solely for purposes of compliance with Chapter 2276 of the Texas Government Code, the <<ENTITY>> and the Escrow Agent hereby certify that the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Chapter 2276 of the Texas Government Code and is therefore exempt from Section 2276.002(b), Texas Government Code, as amended, pursuant to Section 2276.002(a)(2), Texas Government Code, as amended.

SECTION 22: ANTI-BOYCOTT VERIFICATION OF FIREARM COMPANIES AND ASSOCIATED TRADE ASSOCIATIONS. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274.002 of the Texas Government Code , as amended, solely for purposes of compliance with Chapter 2274 of the Texas Government Code, and subject to applicable Federal law, the <<ENTITY>> and the Escrow Agent hereby certify that the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Chapter 2274 of the Texas Government Code and is therefore exempt from Section 2274.002(b), Texas Government Code, as amended, pursuant to Section 2274.002(a)(2), Texas Government Code, as amended.

SECTION 23: SURVIVAL OF REPRESENTATIONS. As used in the foregoing verifications, the Escrow Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding subsections shall survive termination of the Agreement until the statute of limitations has run.

SECTION 24: EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means.

SECTION 25: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT. The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held

in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

CITY OF BARTLETT, TEXAS

By: _____
Authorized Representative

Date: _____

Address: 140 W Clark Street
Bartlett, Texas 76511

(Seal)

(Escrow Agent)
as Escrow Agent

By: _____

Title: _____

Date: _____

Address:

(Bank Seal)

EXHIBIT A
Fee Schedule

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$745,000 "CITY OF BARTLETT, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

DATE OF APPROVAL: MAY 13, 2024

Table of Contents

ARTICLE I DEFINITIONS AND OTHER PRELIMINARY MATTERS	4
ARTICLE II SECURITY FOR THE CERTIFICATES CREATION OF FUNDS.....	7
CREATION OF FUNDS	7
ARTICLE III AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES	10
ARTICLE IV REDEMPTION OF CERTIFICATES BEFORE MATURITY	18
ARTICLE V PAYING AGENT/REGISTRAR.....	20
ARTICLE VI FORM OF THE CERTIFICATES	22
ARTICLE VII INVESTMENTS	28
ARTICLE VIII PARTICULAR REPRESENTATIONS AND COVENANTS.....	29
ARTICLE IX CONTINUING DISCLOSURE UNDERTAKING.....	36
ARTICLE X DEFAULT AND REMEDIES	40
ARTICLE XI DISCHARGE AND DEFEASANCE.....	41
ARTICLE XII SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS	42
ARTICLE XIII ESCROW AGREEMENT	43
ARTICLE XIV MISCELLANEOUS	43
EXHIBIT A Paying Agent/Registrar Agreement	
EXHIBIT B Escrow Agreement	

ORDINANCE NO. – 20240513-01

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$745,000 "CITY OF BARTLETT, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024"; AUTHORIZING THE SALE THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID CERTIFICATES

WHEREAS, on January 18, 2024, the Texas Water Development Board (the “Board” or “TWDB”), through Resolution No. 24-002, approved and authorized financial assistance in the amount of \$1,850,000 to the City of Bartlett, Texas (the “City”) consisting of a loan in the amount of \$745,000, a loan in the amount of \$105,000 and a subsidy in the form of Principal Forgiveness in the amount of \$1,000,000 to finance the construction of certain improvements to the City's wastewater system identified as TWDB Project No. 73933, pursuant to the Clean Water State Revolving Fund; and

WHEREAS, the City has determined that it will not close on the loan in the amount of \$105,000; and

WHEREAS, in accordance with the provisions of the Texas Water Code and the approval of the City Council, such financial assistance is to be evidenced by the Board's purchase of obligations of the City payable from a combination of the levy and collection of a direct and continuing ad valorem tax, within the limits prescribed by law, on all taxable property within the City and the pledge of Surplus Revenues of the City's Water and Sewer System; and

WHEREAS, the City Council determined that certificates of obligation should be issued in accordance with the provisions of the Certificate of Obligation Act of 1971, TEXAS LOCAL GOVERNMENT CODE, §§ 271.041, et seq. and the Texas Public Security Procedures Act, CHAPTER 1201, TEXAS GOVERNMENT CODE, and CHAPTER 1502, TEXAS GOVERNMENT CODE, as amended, for the purpose of paying contractual obligations to be incurred for construction of certain improvements to the City's wastewater system identified as TWDB Project No.73933 in the amount of \$745,000, and the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of public hearing and intention to issue said certificates of obligation has been published in the *Temple Daily Telegram*, a newspaper of general circulation in the City of Bartlett, Texas, on March 13, 2024 and March 20, 2024, respectively, the date of the first publication of such notice being before the forty-fifth (45th) day prior to the tentative date stated therein for the passage of this ordinance; and

WHEREAS, on the 13th day of May, 2024, pursuant to the published notice of intention, the City Council of the City of Bartlett, Texas, convened to consider passage of an ordinance authorizing the issuance of said certificates of obligation (the “Ordinance”); and

WHEREAS, the certificates of obligation in the principal amount of \$745,000 should be sold for cash in accordance with the provisions of TEXAS LOCAL GOVERNMENT CODE § 271.052, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or any other City official on or prior to the date of the passage of this Ordinance; and

WHEREAS, this City Council hereby finds and determines that the above specified certificates of obligation described in said notice should be issued at this time;

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Certificate" or "Certificates" means the certificates of obligation authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024," in the aggregate principal amount of \$745,000.

"City" means the City of Bartlett, Texas.

"City Council" means the City Council of the City of Bartlett, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Date of Delivery" means the date the Certificates are delivered to the Initial Purchaser in exchange for the payment for the Certificates.

"Dated Date" means June 18, 2024.

"Defeasance Securities" means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and

that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Designated Payment/Transfer Office” means the office of the Paying Agent which is designated for the presentment of the Certificates.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

“Escrow Agent” means _____.

“Escrow Agreement” means the escrow agreement between the City and the Escrow Agent as provided in Article XIII of this Ordinance.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means such fiscal year as shall from time to time be set by the City Council.

"Initial Certificate" means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Ordinance.

“Initial Purchaser” means the Texas Water Development Board.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.05 of this Ordinance.

"Mayor" means the Mayor of the City of Bartlett, Texas.

"Owner" or “Registered Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially BOKF, NA, or any successor thereto as provided in this Ordinance.

“Project Fund” means the construction fund established by Section 2.06 of this Ordinance.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Surplus Revenues" means those revenues of the City's Water and Sewer System available (i) after deduction of the reasonable expenses of operation and maintenance of said System and (ii) after payment of all debt service, reserve and other requirements with respect to all of the City's revenue bonds and other obligations, now outstanding or hereafter issued, that are payable from and secured by a lien on and pledge of all or part of the net revenues of said System.

“System” means the City’s Water and Sewer System.

“TWDB Resolution” means Resolution No. 24-002, dated as of January 18, 2024, of the Texas Water Development Board Approving an Application for Financial Assistance in the Amount of \$1,850,000 to the City of Bartlett from the Clean Water State Revolving Fund Through the Proposed Purchase of \$745,000 City of Bartlett, Texas Tax and Surplus Revenue Certificates of Obligation, Proposed Series 2024 and \$1,000,000 in Principal Forgiveness.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of the Certificates as the same comes due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

Section 1.02. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates. Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates are outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the City, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually for the payment of principal on the Certificates shall be determined and accomplished in the following manner:

(a) The City's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the City.

(b) The amount required to be provided in the succeeding Fiscal Year of the City from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the City.

(c) Following the final approval of the annual budget of the City, the governing body of the City shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of the Certificates in the next succeeding Fiscal Year of the City.

If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Revenue Pledge. The Certificates are additionally secured by and shall be payable from a pledge of the Surplus Revenues of the City's Water and Sewer System, such pledge authorized pursuant to Chapter 1502, Texas Government Code.

Section 2.03. Reduction in Tax Levy. Notwithstanding the requirements of Section 2.01:

(a) if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would be required to be levied and collected pursuant to Section 2.01 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund; or

(b) if the City elects to budget for the revenues to reduce the amount of taxes required to be levied, then

- (i) The City shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates; further, that the City shall not transfer any funds from the City's pledged system revenues to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Certificates for the then-current fiscal year has been deposited in the Interest and Sinking Fund;
- (ii) That for each year that the Certificates are outstanding, and prior to the time taxes are to be levied for such year, the City shall establish, adopt, and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and
- (iii) The City shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce revenues in an amount not less than 1.10 times the debt service requirements of all outstanding obligations of the City and other obligations of the City which are secured in whole or in part by a pledge of revenues of the System, for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall provide documentation which evidences the levy and collection of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds, sufficient for the repayment of System debt service requirements.

Section 2.04. Effect of Pledge. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under this Article II, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes and revenues granted by the City under Sections 2.01 and 2.02 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owner of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.05. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024 Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.06. Project Fund.

(a) Establishment of Project Fund. A special fund or account, to be designated the "City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024 Project Fund (the "Project Fund") is hereby created and shall be established and maintained by the City at the official City depository. The Project Fund shall be kept separate and apart from all other funds and accounts of the City. The proceeds from the sale of the Certificates shall be deposited first into the Escrow Account, as provided in Section 13.03, prior to transfer to the Project Fund and payments therefrom shall be made as provided below.

(b) Payments from Project Fund. Payments from the Project Fund shall be used solely for the purpose of paying contractual obligations to be incurred for construction of certain improvements to the City's wastewater system identified as TWDB Project No. 73933, and the payment of professional services and costs of issuance related thereto.

(c) Surplus Project Funds. Any moneys remaining in the Project Fund after completion of the entirety of the construction of certain improvements to the City's wastewater system identified as TWDB Project No. 73933, and the payment of professional services and costs of issuance related thereto, and after completion of a final accounting, shall be considered "surplus proceeds" for the purposes of Section 8.05 of this Ordinance and shall be used as such in accordance with that same Section of this Ordinance.

Section 2.07. Security of Funds. All moneys on deposit in the Interest and Sinking Fund and the Project Fund for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas in the Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended, for the security of City funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS
REGARDING THE CERTIFICATES

Section 3.01. Authorization. The City's certificates of obligation to be designated "City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$745,000 for the purpose of paying contractual obligations to be incurred for construction of certain improvements to the City's wastewater system identified as TWDB Project No. 73933, and the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination and Maturities.

(a) The Certificates shall be dated June 18, 2024 (the "Dated Date") and shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2025	\$20,000.00	2.260%
2026	25,000.00	2.150
2027	25,000.00	2.050
2028	25,000.00	1.990
2029	25,000.00	2.000
2030	25,000.00	2.020
2031	25,000.00	2.060
2032	25,000.00	2.080
2033	25,000.00	2.110
2034	25,000.00	2.130
2035	25,000.00	2.240
2036	30,000.00	2.330
2037	30,000.00	2.440
2038	30,000.00	2.500

2039	30,000.00	2.560
2040	30,000.00	2.620
2041	30,000.00	2.680
2042	35,000.00	2.710
2043	35,000.00	2.740
2044	35,000.00	2.780
2045	35,000.00	2.800
2046	35,000.00	2.830
2047	40,000.00	2.850
2048	40,000.00	2.870
2049	40,000.00	2.890

(c) The Certificates shall bear interest from the Date of Delivery thereof or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified above. Such interest shall be payable semiannually on March 1 and September 1 commencing September 1, 2024.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the fifteenth calendar day of the month preceding such Interest Payment Date (the “Record Date”); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the “Special Record Date”) will be established by the Paying Agent/Registrar (hereinafter defined and designate) if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar, which shall initially be BOKF, NA, Dallas, Texas.

(e) Notwithstanding anything in this Section to the contrary, payment to the Texas Water Development Board will be done by wire transfer at no cost to the Texas Water Development Board for so long as the Texas Water Development Board is Owner of the Certificates.

(f) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Initial Purchaser, or its designee, manually signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the

Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Initial Purchaser or its designee.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity

and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the City hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the City with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Ordinance shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to CHAPTER 1201, TEXAS GOVERNMENT CODE, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of such Certificates to be payable only to the Owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Ordinance.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall

authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

- (i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;
- (ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the City, to save the Paying Agent/Registrar and the City harmless;
- (iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and
- (iv) satisfies any other reasonable requirements imposed by the City and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of and premium, if any, and interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of and premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal and premium, if any, on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System. The City shall not discontinue the use of book-entry only system through DTC without prior written approval from the TWDB. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the City, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations. The City reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law. The City further reserves the right to issue any additional obligations secured by the Surplus Revenues of the City's System, which is on parity with the lien and pledge securing payment of the Certificates.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Certificates maturing on or after March 1, 2035, in whole or in part, and if less than in whole, in inverse order of the maturities outstanding at the time of such redemption, before their respective scheduled maturity dates, on March 1, 2034, or on any date thereafter, at a price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date of redemption.

(b) The City, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and the amounts thereof to be redeemed.

Section 4.03. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such

date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and redemption premium, if any, on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption. Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption.

Section 4.07. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the TEXAS PROPERTY CODE, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The City hereby appoints BOKF NA, Dallas, Texas as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the

Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

Section 5.02. Paying Agent/Registrar Agreement. The Mayor is hereby authorized and directed to execute and deliver the Paying Agent/Registrar agreement, substantially in the form attached hereto as Exhibit A, with such changes as may be approved by the Mayor, such approval to be evidenced by his execution thereof. The Paying Agent/Registrar Agreement shall be approved as to form and substance by the Executive Administrator, and the executed agreement shall be submitted to the TWDB.

Section 5.03. Qualifications. Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers, (iii) subject to supervision or examination by a federal or state governmental authority, and (iv) a DTC Participant.

Section 5.04. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.03 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.05. Termination. The City, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.06. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.07. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.08. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates. The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. R-__

\$_____

United States of America
State of Texas
CITY OF BARTLETT, TEXAS
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024

Dated Date: Interest Rate: Stated Maturity: CUSIP No.:
June 18, 2024 _____% February 1, 20____ _____
Date of Delivery: June 18, 2024
Registered Owner: CEDE & CO.
Principal Amount: _____ DOLLARS

THE CITY OF BARTLETT, STATE OF TEXAS (the "City"), for value received, hereby promises to pay to the order of the Registered Owner named above, or registered assigns, the Principal Amount hereinabove stated and to pay interest on the unpaid principal amount hereof from the Date of Delivery to the Registered Owner, or the most recent date to which the interest has been paid by check or duly provided for, at the per annum rate of interest specified above computed on the basis of a 360-day year or twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2024.

THE PRINCIPAL OF THIS Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the Certificate of Paying Agent/Registrar appearing hereon. Interest on these Certificates shall be payable by check dated as of the Interest Payment Date, mailed by the Paying Agent/Registrar to the Registered Owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid provided, however, that such person shall bear all risk and expenses of such customary banking arrangements. For the purpose of the payment of interest on this Certificate, the Registered Owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date.

IF THE DATE FOR THE PAYMENT of the principal or of interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE IS ONE OF A SERIES of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$745,000 (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the purpose of paying contractual obligations incurred for construction of certain improvements to the City's wastewater system identified as TWDB Project No. 73933, and the payment of professional services and costs of issuance related thereto.

THE CERTIFICATES are payable from the levy of a direct and continuing ad valorem tax, within the limits prescribed by law, against all taxable property in the City, and from a pledge of Surplus Revenues (as defined in the Ordinance) from the City's Water and Sewer System.

THE CITY HAS RESERVED THE OPTION TO REDEEM the Certificates maturing on and after March 1, 2035, in whole or in part, and if less than in whole, in inverse order of the maturities outstanding at the time of such redemption, before their respective maturity dates, on March 1, 2034, or on any date thereafter, at a price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

NOTICE OF SUCH REDEMPTION or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Registered Owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment.

AS PROVIDED IN THE ORDINANCE, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

THE CITY, THE PAYING AGENT/REGISTRAR, and any other person may treat the person in whose name this Certificate is registered as the Registered Owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate, and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said City sufficient within the limits prescribed by law, and a pledge of the Surplus Revenues of the Water and Sewer System to provide for the payment of the principal of on this Certificate as the same matures; and that the total indebtedness of the City, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

Mayor
City of Bartlett, Texas

City Secretary
City of Bartlett, Texas

[CITY SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

BOKF, NA

As Paying Agent/Registrar

By: _____

Authorized Signatory

Dated: _____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____/

(Please print or typewrite name and address, including zip code, of Transferee)

_____ the within Certificate and all rights thereunder,

(Please insert Social Security or Taxpayer Identification Number)

and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears on the face of the within Certificate in every particular and must be guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers.

(e) Form of Initial Certificate.

Heading and the first two paragraphs shall be amended to read as follows:

REGISTERED
No. I-1

\$745,000

United States of America
State of Texas
CITY OF BARTLETT, TEXAS
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2024

Dated Date: June 18, 2024

Date of Delivery: June 18, 2024

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: SEVEN HUNDRED FORTY-FIVE THOUSAND DOLLARS

THE CITY OF BARTLETT, STATE OF TEXAS (the "City"), for value received, hereby promises to pay to the order of the Registered Owner named above, or registered assigns, on the Maturity Date specified above, the Principal Amount hereinabove stated on February 1 in the years and in principal installments, in accordance with the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2025	\$20,000.00	2.260%
2026	25,000.00	2.150
2027	25,000.00	2.050
2028	25,000.00	1.990
2029	25,000.00	2.000
2030	25,000.00	2.020
2031	25,000.00	2.060
2032	25,000.00	2.080
2033	25,000.00	2.110
2034	25,000.00	2.130
2035	25,000.00	2.240
2036	30,000.00	2.330
2037	30,000.00	2.440
2038	30,000.00	2.500
2039	30,000.00	2.560
2040	30,000.00	2.620
2041	30,000.00	2.680
2042	35,000.00	2.710
2043	35,000.00	2.740
2044	35,000.00	2.780
2045	35,000.00	2.800
2046	35,000.00	2.830
2047	40,000.00	2.850
2048	40,000.00	2.870

2049

40,000.00

2.890

and to pay interest on the unpaid principal amounts hereof from the Date of Delivery to the Initial Purchaser, or the most recent date to which the interest has been paid by check or duly provided for, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 in each year, commencing September 1, 2024. Principal installments of this Certificate are payable as specified above to the Registered Owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its Designated Payment/Transfer Office in Dallas, Texas. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth calendar day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. At Closing, the Paying Agent/Registrar shall complete the Initial Certificate by inserting the actual Date of Delivery to the Initial Purchaser in the appropriate blank on the face of the Initial Certificate.

Section 6.03. CUSIP Registration. The City may secure identification numbers ("CUSIP Numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion. The approving legal opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, may be printed on the reverse side of each Certificate, which may be executed in facsimile, or may be attached to each Certificate.

ARTICLE VII

INVESTMENTS

Section 7.01. Investments.

(a) Money in the Project Fund and the Interest and Sinking Fund, at the option of the City, may be invested in such securities or obligations as permitted under the Public Funds Investment Act, Chapter 2256, Texas Government Code.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be

timely applied to the making of all payments required to be made from the fund from which the investment was made.

(c) The proceeds of the Certificates shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Chapter 2256, Government Code (the "PFIA"), and the Public Funds Collateral Act, Chapter 2257, Government Code (the "PFCA").

Section 7.02. Investment Income. Interest and income derived from investment of the Interest and Sinking Fund and the Project Fund shall be credited to the respective fund.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

8.01. Rates. The City further covenants and agrees that it will at all times charge, and collect for services rendered by the System, rates sufficient to pay all the operating, maintenance, depreciation, replacement and betterment expenses, and other costs deductible in determining "Surplus Revenues," as herein defined, and in lieu of tax revenues, to produce Surplus Revenues in an amount not less than the amounts required to accumulate and maintain the associated debt service requirements.

8.02. Maintenance and Operation; Insurance. While any of the Certificates are outstanding, the City covenants and agrees to maintain the System in good condition and operate the same in an efficient manner and at reasonable expense, and to maintain adequate insurance coverage on the System, customarily carried by political subdivisions of the State of Texas operating similar properties in an amount adequate to protect the Board's interest.

8.03. Accounts and Fiscal Year. The City will maintain accurate project records and accounts containing financial assistance for planning, design, acquisition or construction, as applicable, in accordance with generally accepted accounting principles (GAAP) as required under 33 U.S.C. § 1382 *et seq.* and 31 TAC 371.70(a)(2)(L). These standards and principles also apply to the reporting of underlying infrastructure assets. The City shall keep the books of records and accounts separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the System and shall have said books audited once each fiscal year by a certified public accountant. The City agrees to operate the System and keep their books of record and accounts pertaining thereto on the basis of its current fiscal year; provided, however, that the City Council may change such fiscal year by ordinance duly passed, if such change is deemed necessary by the City Council.

8.04. Accounting Reports. The City will furnish each year, within 180 days after the end of each fiscal year, to the Texas Water Development Board as long as the State of Texas owns any of the Certificates, a copy of its audit in accordance with generally accepted auditing standards as required under 31 TAC 371.70(a)(2)(M). As required during construction, the City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with the Board's outlay report guidelines. Further, the City shall provide the

Board with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award Management (SAM) and maintain current registration at all times during which the Certificates are outstanding.

8.05. Covenant to Comply with Rules and Regulations of Texas Water Development Board. That in compliance with the published rules and regulations of the Board, the City agrees and covenants that upon completion of the project to be financed with the proceeds of the Certificates issued for construction of certain improvements to the City's wastewater system identified as TWDB Project No. 73933, the proper officials of the City shall cause to be prepared and submitted to the Board (i) a final accounting of the total costs of the project and the expenditure of funds therefor, and (ii) a copy of the construction plans for the project as built and completed. In addition to other information required by the Board, said final accounting shall identify (i) all funds utilized or represented to be available in the City's application from whatever source derived, and (ii) all project costs contained and approved in the City's application to the Board or approved in subsequent change orders.

The City shall use any loan proceeds from the Certificates that are determined to be remaining unused funds, which are those funds unspent after the original approved project is completed, for enhancements to the original project that are explicitly approved by the Executive Administrator or if no enhancements are authorized by the Executive Administrator, requiring the City to submit a final accounting and disposition of any unused funds. The City shall use any loan proceeds from the Certificates that are determined to be surplus proceeds remaining after completion of the project and completion of a final accounting in a manner approved by the Executive Administrator. The City further covenants and agrees that (i) all proceeds of sale of the Certificates shall be deposited in a "City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024 Project Fund" hereby created and established with the City's depository bank, and (ii) all funds deposited in such Fund shall be disbursed only for the project the Certificates are being issued to finance and, as is appropriate, in accordance with the provisions of Chapter 15, 16 or 17 of the Texas Water Code.

Prior to release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the City shall provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program. In addition, prior to release of funds for professional services related to architecture or engineering, including but not limited to contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or other architectural and engineering services, the City must provide documentation that it has met all applicable federal procurement requirements.

The City shall document the adoption and implementation of an approved water conservation plan for the duration of the financial assistance.

The City further agrees and covenants to comply with all applicable laws of the State of Texas and all applicable rules and policies of the Board with respect to the construction of the project and the loan of funds to the City by the Board evidenced by the Certificates.

The City further agrees and covenants to:

- (a) to execute a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator, which agreement shall include a provision stating that the City shall return any principal forgiveness funds are determined to be surplus funds in a manner determined by the Executive Administrator;
- (b) comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;
- (c) abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines;
- (d) comply with all applicable requirements contained in 31 TAC Chapter 375;
- (e) comply with all of the conditions set forth in the TWDB Resolution;
- (f) (i) comply with Davis-Bacon Act prevailing wage requirements and the U.S. Department of Labor's implementing regulations (including ensuring that all laborers and mechanics employed by contractors and subcontractors for the project shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations), (ii) ensure, and cause all contractors, and all sub-contractors to ensure, that all project contracts mandate compliance with Davis-Bacon, and (iii) ensure that contracts and subcontracts for the construction of the project carried out in whole or in part with financial assistance made available from proceeds of the Certificates shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB;
- (g) immediately notify the Board, in writing, of any suit against the City by the Attorney General of Texas under Texas Penal Code § 1.19(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition); and
- (h) abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216.
- (i) the City will abide by all applicable requirements related to the Build America, Buy America Act, Public Law 117-58.

8.06. Environmental Indemnification. To the extent permitted by law, the City agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project.

8.07. Timely and Expeditious Project Implementation. The City agrees to pursue the project and expend the proceeds of the Certificates in a timely and expeditious manner, as required by 40 CFR Section 35.3135(d), in accordance with the project schedule which shall not be altered except for good cause shown and only with the written approval of the Executive Administrator.

8.08. Covenants Regarding Tax Exemption. The City covenants to refrain from taking any action which would adversely affect, and to take any required action to ensure, the treatment of the Certificates as obligations described in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the Holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of Section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in Subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any), then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of Section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of Section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of Section 141 of the Code and the Treasury Regulations promulgated thereunder ("Regulations");

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of Section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the loan ("Source Series Bonds"), other than Nonpurpose Investments acquired with—

- (1) proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to 3 years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed,
- (2) amounts invested in a bona fide debt service fund, within the meaning of Section 1.148-1(b) of the Regulations, and
- (3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Certificates, 125 percent of average annual debt service on the Certificates or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Certificates;

(g) to take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Certificates be rebated to the federal government in order to satisfy the requirements of Section 148 of the Code;

- (1) to account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The City may, however, to the extent permitted by law, commingle Gross Proceeds of its Loan with other money of the City, provided that the City separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
- (2) to calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its Loan, not less frequently than each Computation Date, in accordance with rules set forth in §148(f) of the Code, §1.148-3 of the Regulations, and the rulings thereunder. The City shall maintain a copy of such calculations for at least six years after the final Computation Date;
- (3) as additional consideration for the making of the Loan, and in order to induce the making of the Loan by measures designed to ensure the

excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, to pay to the United States the amount described in paragraph (2) above within 30 days after each Computation Date; and

- (4) to exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (2) above and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations; and

- (h) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of Section 148 of the Code;

- (i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of Section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code;

- (j) to maintain such records as will enable the City to fulfill its responsibilities under this Section and Section 148 of the Code, and to retain such records for at least six years following the final payment of principal on the Certificates;

- (k) to comply with the information reporting requirements of Section 149(e) of the Code; and

- (l) to refrain from using the proceeds provided by TWDB's financial assistance as provided herein or the proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings).

In order to facilitate compliance with the above covenants, a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificate holders. The Rebate Fund is established for the additional purpose of compliance with Section 148 of the Code.

It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not

adversely affect the exemption from federal income taxation of interest on the Certificates under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under Section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

8.09. Ordinance a Contract – Amendments – Outstanding Certificates. This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Owners holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and the redemption price or the interest rate thereon, or in any other way modify the terms of payment of the principal of and premium, if any, or interest in the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

- (1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Certificates deemed to be duly paid by the City in accordance with the provisions of Article XI hereof; and
- (3) those mutilated, destroyed, lost, or stolen Certificates which have been replaced with Certificates registered and delivered in lieu thereof as provided in Section 3.09 hereof.

Notwithstanding anything in this Section to the contrary, the City shall not amend this Ordinance without the approval of the Board for so long as the Board is a Holder of the Certificates.

The City further covenants that neither it nor a related party will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Certificates acquired from the City by the Board.

8.10. Additional Certifications. Proper officers of the City charged with the responsibility of issuing the Certificates are hereby directed to make, execute and deliver certifications as to facts, estimates and circumstances in existence as of the Closing Date and stating whether there are any facts, estimates or circumstances that would materially change the City's current expectations.

8.11. Benefit of Covenants. The covenants and representations made or required by this Article are for the benefit of the Holders and may be relied upon by the Holders and bond counsel for the City.

ARTICLE IX

CONTINUING DISCLOSURE UNDERTAKING

Section 9.01. Definitions. As used in this Article IX, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

Section 9.02. Annual Reports. The City shall provide annually to the MSRB through EMMA, within twelve months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the City that is contained in its annual financial statements as is customarily prepared by the City and publicly available. The financial statements so to be provided shall be (1) prepared in accordance with the accounting principles as the City may be required to employ from time to time pursuant to state law or regulation and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide audited financial statements for the applicable fiscal year to the MSRB through EMMA, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB, that theretofore has been provided to the MSRB through EMMA or filed with the SEC).

Section 9.03. Event Notices. The City shall notify the MSRB through EMMA, in a timely manner not in excess of ten business days after the occurrence of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates or other material events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event;
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For the purposes of the preceding subparagraphs (15) and (16) of this Section 9.03 of the Ordinance, the term, "financial obligation" means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of debt obligation or derivative instrument. The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 9.02 by the time required by this Section.

Section 9.04 Disclosures in Compliance with 17 CFR § 240.15c2-12 (Rule 15c2-12). The City will, or will cause an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Certificates or obligated persons to, comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Certificates, if the TWDB sells or otherwise transfers such Certificates, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to such bonds under SEC Rule 15c2-12.

Section 9.05. Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Article with respect to the City and the Certificates while, but only while, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice required by Section 9.03 of any bond calls and defeasance that cause the City to no longer be such an "obligated person."

The provisions of this Article are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby

undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 9.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to wit:

(i) the failure to make payment of the principal of and redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 30 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

ARTICLE XI

DISCHARGE AND DEFEASANCE

Section 11.01. Defeasance of Certificates.

(a) Any Certificate shall be deemed to be paid, retired and no longer outstanding (a “Defeased Certificate”) within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Certificate, either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of prepayment or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of prepayment of such Certificate shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, with respect to which such money has been so deposited, shall be remitted to the City Council.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificate and premium, if any, shall be applied to and used solely for the payment of the particular Certificate and premium, if any, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of the Certificate and such Certificate shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the Registered Owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for prepayment in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for prepayment upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to prepay the Defeased Certificate and the effect of the prepayment is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

ARTICLE XII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS

Section 12.01. Sale of the Certificates. The sale of the Certificates to the Texas Water Development Board, the Initial Purchaser, pursuant to a loan commitment received from the Initial Purchaser at the price of par and the payment of a loan origination fee of \$28,378.00 is hereby confirmed and determined to be in the best interest of the City. The Mayor and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates. The Initial Certificate shall be registered in the name of the Texas Water Development Board.

Section 12.02. Control and Delivery of the Certificates.

(a) The Mayor is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

ARTICLE XIII

ESCROW AGREEMENT

Section 13.01. Escrow Agent. The City appoints _____, as Escrow Agent.

Section 13.02. Escrow Agreement. The Mayor is hereby authorized and directed to execute and deliver one or more Escrow Agreements (each, an “Escrow Agreement” and together the “Escrow Agreements”) substantially in the form attached hereto as Exhibit B, with such changes as may be approved by the Mayor, such approval to be evidenced by his execution thereof. The Escrow Agreement(s) shall be approved as to form and substance by the Executive Administrator, and the executed agreement(s) shall be submitted to the TWDB.

Section 13.03. Escrow Account. One or more escrow accounts or escrow subaccounts separate and apart from all other funds and accounts of the City are hereby authorized to be created pursuant to the Escrow Agreement referred to in Section 13.01. Except for the proceeds deposited to the Project Fund in accordance with Section 2.06 hereof, the proceeds of the Certificates shall be deposited in the escrow account(s) or escrow subaccounts and be transferred to the Project Fund to pay costs of the project upon the authorized release of the escrowed proceeds by the Board.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Further Procedures. The Mayor, City Manager, City Secretary and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the official seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable to carry out the terms and provisions of this Ordinance and the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance or (ii) obtain the approval of the Certificates by the Attorney General's office. In case any officer whose facsimile signature shall appear on any Certificates shall cease to be such officer before the delivery of the Certificates, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 14.02. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance has been read, passed and finally adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of the Open Meetings Act, Chapter 551, Texas Government Code.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this ____ day of _____, 2024.

Mayor
City of Bartlett, Texas

ATTEST:

City Secretary
City of Bartlett, Texas

[CITY SEAL]

EXHIBIT A

Paying Agent/Registrar Agreement

PAYING AGENT/REGISTRAR AGREEMENT

This PAYING AGENT/REGISTRAR AGREEMENT, dated as of May 13, 2024 (this “Agreement”), by and between the City of Bartlett, Texas (the “Issuer”) and _____ (the “Bank”), a national banking association duly organized and operating under the laws of the United States of America.

WHEREAS, the Issuer has duly authorized and provided for the issuance of its Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024, (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about June 18, 2024; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

SECTION 1.01. APPOINTMENT. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the “Ordinance” (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain, for and on behalf of the Issuer, books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance, a copy of which books and records

shall be maintained at the office of the Bank located in the State of Texas or shall be available to be accessed from such office located in the State of Texas.

The Bank hereby accepts its appointment and agrees to serve as the Paying Agent and Registrar for the Securities.

SECTION 1.02. COMPENSATION. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

SECTION 2.01. DEFINITIONS. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means, if applicable, the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the corporate trust or commercial banking office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and **"Security Holder"** each means the Person in whose name a Security is registered in the Security Register.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

SECTION 2.02. OTHER DEFINITIONS. The terms "Bank," "Issuer," and "Securities" ("Security") have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

SECTION 3.01. DUTIES OF PAYING AGENT. (a) Principal Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

(b) Interest Payments. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each

Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

(c) Federal Tax Information Reporting. To the extent required by the Internal Revenue Code of 1986, as amended, and the Regulations, it shall be the duty of the Bank to report to the owners of the Securities and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Securities, and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Securities required to be included in the gross income of the owners thereof for federal income tax purposes.

SECTION 3.02. PAYMENT DATES. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

ARTICLE FOUR REGISTRAR

SECTION 4.01. SECURITY REGISTER - TRANSFERS AND EXCHANGES. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. If the Bank Office is located outside the State of Texas, a copy of the Security Register shall be kept in the State of Texas. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

SECTION 4.02. SECURITIES. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

SECTION 4.03. FORM OF SECURITY REGISTER. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

SECTION 4.04. LIST OF SECURITY HOLDERS. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

SECTION 4.05. RETURN OF CANCELLED SECURITIES. The Bank will, at such reasonable intervals as it determines, surrender Securities to the Issuer in lieu of which or in exchange for which other Securities have been issued, or which have been paid, or will provide a certificate of destruction relating thereto.

SECTION 4.06. MUTILATED, DESTROYED, LOST, OR STOLEN SECURITIES. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory

to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

SECTION 4.07. TRANSACTION INFORMATION TO ISSUER. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE THE BANK

SECTION 5.01. DUTIES OF BANK. The Bank undertakes to perform the duties set forth herein and in the Ordinance and agrees to use reasonable care in the performance thereof.

Additionally, the Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner described in the closing memorandum prepared by the Issuer's financial advisor or other agent of the Issuer. The Bank may act on a facsimile or e-mail transmission of the closing memorandum by the Financial Advisor or the Issuer, as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

SECTION 5.02. RELIANCE ON DOCUMENTS, ETC. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely on and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The

Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

SECTION 5.03. RECITALS OF ISSUER. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

SECTION 5.04. MAY HOLD SECURITIES. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

SECTION 5.05. MONEY HELD BY BANK. The Bank shall deposit any moneys received from the Issuer into an account to be held in an agency capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance, available to the Issuer, provided by the Federal Deposit Insurance Corporation to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas and to the extent practicable under the laws of the United States of America to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Funds held by the Bank hereunder need not be segregated from any other funds provided appropriate accounts are maintained in the name and for the benefit of the Issuer.

The Bank shall be under no liability for interest on any money received by it hereunder.

Any money deposited with the Bank for the payment on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code (Unclaimed Property).

The Bank will comply with the reporting provisions of Chapter 74 of the Texas Property Code with respect to property that is presumed abandoned under Chapter 72 or Chapter 75 of the Texas Property Code or inactive under Chapter 73 of the Texas Property Code.

SECTION 5.06. INDEMNIFICATION. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

SECTION 5.07. INTERPLEADER. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the County in the State of Texas where either the Bank maintains an office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction located in the State of Texas to determine the rights of any Person claiming any interest herein.

SECTION 5.08. DEPOSITORY TRUST COMPANY SERVICES. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements,” effective from time to time, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

SECTION 5.09. COMPLIANCE WITH LAWS PROHIBITING THE BOYCOTTING OF ISRAEL. The Bank represents and verifies, under Section 2271.002, Texas Government Code, that the Bank and any parent company, wholly-or majority-owned subsidiaries, and other affiliates of the Banker, if any, do not boycott Israel and will not boycott Israel through the full term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section. As used in the foregoing verification, “boycott Israel,” a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SECTION 5.10. NO TERRORIST ORGANIZATION. The Bank is a Company as defined in Section 2270.0001(2) of the Texas Government Code, which means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The Bank, including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate thereof, hereby verifies that it is not identified on the lists prepared and maintained by the Comptroller of

Public Accounts under Section 2252.153 or 2270.0201, Texas Government Code, as amended and posted on any of the following pages of such officer's Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

SECTION 5.11. COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES. The Bank represents and verifies, under Section 2276.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session ("SB 13")), as amended, that the Bank, and the parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, of the Bank do not boycott energy companies and, such entities will not boycott energy companies through the full term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2276.001(1), Texas Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

SECTION 5.12. COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION. The Bank represents and verifies, under Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, ("SB 19")), as amended, that Bank, nor the parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, of the Bank have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and such entities will not through the full term of this Agreement discriminate against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section.

As used in the foregoing verification and the following definitions, (a) "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm

trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, (b) "firearm entity," a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and (c) "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

SECTION 5.13. SURVIVAL OF REPRESENTATIONS. As used in the foregoing verifications, the Bank understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Bank. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding subsections shall survive termination of the Agreement until the statute of limitations has run.

ARTICLE SIX MISCELLANEOUS PROVISIONS

SECTION 6.01. AMENDMENT. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

SECTION 6.02. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other.

SECTION 6.03. NOTICES. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

SECTION 6.04. EFFECT OF HEADINGS. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 6.05. SUCCESSORS AND ASSIGNS. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

SECTION 6.06. SEVERABILITY. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 6.07. BENEFITS OF AGREEMENT. Nothing herein, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

SECTION 6.08. ENTIRE AGREEMENT. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

SECTION 6.09. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

SECTION 6.10. TERMINATION. This Agreement will terminate on the date of final payment of the principal of and interest on the Securities to the Holders thereof or may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

SECTION 6.11. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF BARTLETT, TEXAS

By: _____
Title: Mayor

Address: 140 W Clark Street
Bartlett, Texas 76511

Attest:

Title: City Secretary

BOKF, NA

By: _____

Title: _____

Address: Corporate Trust Department
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

Schedule A

EXHIBIT B

Escrow Agreement(s)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between City of Bartlett, a political subdivision of the State of Texas in Bell and Williamson Counties, Texas (City), and _____, as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to an Ordinance finally adopted on May 13, 2024 (Ordinance), the City of Bartlett authorized the issuance of \$745,000 City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024, dated May 1, 2024, applicable to TWDB Project No. 73933, Commitment Number L1001729; pursuant to which the City will accept certain contractual obligations (the Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding projects identified as Project No. 73933 (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number L1001729 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled “City of Bartlett, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024 Texas Water Development Board L1001729 Escrow Account” and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City’s responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent, the City and the TWDB are as follows:

(Escrow Agent) _____ _____ _____ Phone No.: _____ Fax No.: _____ Email Address: _____	Executive Administrator Texas Water Development Board 1700 North Congress Avenue Austin, Texas 78701
---	---

Mayra Cantu, City Administrator
City of Bartlett
140 W Clark Street
Bartlett, Texas 76511

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: ANTI-BOYCOTT VERIFICATION. The Escrow Agent represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Escrow Agent or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of

the Escrow Agent either (i) meets one of the exemption criteria under Section 2270.002 of the Texas Government Code or (ii) does not boycott Israel and will not boycott Israel through the term of this Agreement. The term “boycott Israel” as used in this paragraph has the meaning assigned in Section 808.001 of the Texas Government Code, as amended.

SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

SECTION 21: ANTI-BOYCOTT VERIFICATION OF ENERGY COMPANIES. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2276.002 of the Texas Government Code , as amended, solely for purposes of compliance with Chapter 2276 of the Texas Government Code, the <<ENTITY>> and the Escrow Agent hereby certify that the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Chapter 2276 of the Texas Government Code and is therefore exempt from Section 2276.002(b), Texas Government Code, as amended, pursuant to Section 2276.002(a)(2), Texas Government Code, as amended.

SECTION 22: ANTI-BOYCOTT VERIFICATION OF FIREARM COMPANIES AND ASSOCIATED TRADE ASSOCIATIONS. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274.002 of the Texas Government Code , as amended, solely for purposes of compliance with Chapter 2274 of the Texas Government Code, and subject to applicable Federal law, the <<ENTITY>> and the Escrow Agent hereby certify that the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Chapter 2274 of the Texas Government Code and is therefore exempt from Section 2274.002(b), Texas Government Code, as amended, pursuant to Section 2274.002(a)(2), Texas Government Code, as amended.

SECTION 23: SURVIVAL OF REPRESENTATIONS. As used in the foregoing verifications, the Escrow Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding subsections shall survive termination of the Agreement until the statute of limitations has run.

SECTION 24: EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. The parties hereto agree that the transactions

described herein may be conducted and related documents may be sent, received, and stored by electronic means.

SECTION 25: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT. The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

CITY OF BARTLETT, TEXAS

By: _____
Authorized Representative

Date: _____

Address: 140 W Clark Street
Bartlett, Texas 76511

(Seal)

(Escrow Agent)
as Escrow Agent

By: _____

Title: _____

Date: _____

Address:

(Bank Seal)

EXHIBIT A
Fee Schedule

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between City of Bartlett, a political subdivision of the State of Texas in Bell and Williamson Counties, Texas (City), and _____, as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to the execution of a Principal Forgiveness Agreement in the amount of \$1,000,000 (Principal Forgiveness Agreement) applicable to TWDB Project No. 73933, Commitment No. LF1001730, pursuant to which the City will accept certain contractual obligations (the Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding projects identified as Project No. 73933 (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number LF1001730 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled “City of Bartlett, Texas Principal Forgiveness LF1001730 Escrow Account” and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Principal Forgiveness Agreement and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City’s responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Principal Forgiveness Agreement. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Principal Forgiveness Agreement, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed

upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent, the City and the TWDB are as follows:

(Escrow Agent)

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

Phone No.: _____
Fax No.: _____
Email Address: _____

Mayra Cantu, City Administrator
City of Bartlett
140 W Clark Street
Bartlett, Texas 76511

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

SECTION 19: ANTI-BOYCOTT VERIFICATION. The Escrow Agent represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Escrow

Agent or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent either (i) meets one of the exemption criteria under Section 2270.002 of the Texas Government Code or (ii) does not boycott Israel and will not boycott Israel through the term of this Agreement. The term “boycott Israel” as used in this paragraph has the meaning assigned in Section 808.001 of the Texas Government Code, as amended.

SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

SECTION 21: ANTI-BOYCOTT VERIFICATION OF ENERGY COMPANIES. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2276.002 of the Texas Government Code , as amended, solely for purposes of compliance with Chapter 2276 of the Texas Government Code, the <<ENTITY>> and the Escrow Agent hereby certify that the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Chapter 2276 of the Texas Government Code and is therefore exempt from Section 2276.002(b), Texas Government Code, as amended, pursuant to Section 2276.002(a)(2), Texas Government Code, as amended.

SECTION 22: ANTI-BOYCOTT VERIFICATION OF FIREARM COMPANIES AND ASSOCIATED TRADE ASSOCIATIONS. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274.002 of the Texas Government Code , as amended, solely for purposes of compliance with Chapter 2274 of the Texas Government Code, and subject to applicable Federal law, the <<ENTITY>> and the Escrow Agent hereby certify that the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Chapter 2274 of the Texas Government Code and is therefore exempt from Section 2274.002(b), Texas Government Code, as amended, pursuant to Section 2274.002(a)(2), Texas Government Code, as amended.

SECTION 23: SURVIVAL OF REPRESENTATIONS. As used in the foregoing verifications, the Escrow Agent understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank. Notwithstanding anything contained herein, a claim arising for the breach of the representations and covenants contained in the four preceding subsections shall survive termination of the Agreement until the statute of limitations has run.

SECTION 24: EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall

constitute and be but one and the same instrument. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means.

SECTION 25: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT. The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

CITY OF BARTLETT, TEXAS

By: _____
Authorized Representative

Date: _____

Address: 140 W Clark Street
Bartlett, Texas 76511

(Seal)

(Escrow Agent)
as Escrow Agent

By: _____

Title: _____

Date: _____

Address:

(Bank Seal)

EXHIBIT A
Fee Schedule

FINAL

City of Bartlett, Texas

\$745,000 Combination Tax & Surplus Revenue Certificates of Obligation, Series 2024
CWSRF (Equivalency) Program

Table of Contents

Report

Sources & Uses	1
Pricing Summary	2
Debt Service Schedule	3
Proof Of Bond Yield @ 2.6229145%	6
Derivation Of Form 8038 Yield Statistics	8

FINAL

City of Bartlett, Texas

\$745,000 Combination Tax & Surplus Revenue Certificates of Obligation, Series 2024
CWSRF (Equivalency) Program

Sources & Uses

Dated 06/18/2024 | Delivered 06/18/2024 (Interest accrues from date of initial delivery)

Sources Of Funds

Par Amount of Bonds	\$745,000.00
---------------------	--------------

Total Sources	\$745,000.00
----------------------	---------------------

Uses Of Funds

Costs of Issuance	35,162.13
-------------------	-----------

Deposit to Project Construction Fund	697,024.87
--------------------------------------	------------

TWDB Loan Origination Fee	12,813.00
---------------------------	-----------

Total Uses	\$745,000.00
-------------------	---------------------

FINAL

City of Bartlett, Texas

\$745,000 Combination Tax & Surplus Revenue Certificates of Obligation, Series 2024
CWSRF (Equivalency) Program

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
03/01/2025	Serial Coupon	2.260%	2.260%	20,000.00	100.000%	20,000.00
03/01/2026	Serial Coupon	2.150%	2.150%	25,000.00	100.000%	25,000.00
03/01/2027	Serial Coupon	2.050%	2.050%	25,000.00	100.000%	25,000.00
03/01/2028	Serial Coupon	1.990%	1.990%	25,000.00	100.000%	25,000.00
03/01/2029	Serial Coupon	2.000%	2.000%	25,000.00	100.000%	25,000.00
03/01/2030	Serial Coupon	2.020%	2.020%	25,000.00	100.000%	25,000.00
03/01/2031	Serial Coupon	2.060%	2.060%	25,000.00	100.000%	25,000.00
03/01/2032	Serial Coupon	2.080%	2.080%	25,000.00	100.000%	25,000.00
03/01/2033	Serial Coupon	2.110%	2.110%	25,000.00	100.000%	25,000.00
03/01/2034	Serial Coupon	2.130%	2.130%	25,000.00	100.000%	25,000.00
03/01/2035	Serial Coupon	2.240%	2.240%	25,000.00	100.000%	25,000.00
03/01/2036	Serial Coupon	2.330%	2.330%	30,000.00	100.000%	30,000.00
03/01/2037	Serial Coupon	2.440%	2.440%	30,000.00	100.000%	30,000.00
03/01/2038	Serial Coupon	2.500%	2.500%	30,000.00	100.000%	30,000.00
03/01/2039	Serial Coupon	2.560%	2.560%	30,000.00	100.000%	30,000.00
03/01/2040	Serial Coupon	2.620%	2.620%	30,000.00	100.000%	30,000.00
03/01/2041	Serial Coupon	2.680%	2.680%	30,000.00	100.000%	30,000.00
03/01/2042	Serial Coupon	2.710%	2.710%	35,000.00	100.000%	35,000.00
03/01/2043	Serial Coupon	2.740%	2.740%	35,000.00	100.000%	35,000.00
03/01/2044	Serial Coupon	2.780%	2.780%	35,000.00	100.000%	35,000.00
03/01/2045	Serial Coupon	2.800%	2.800%	35,000.00	100.000%	35,000.00
03/01/2046	Serial Coupon	2.830%	2.830%	35,000.00	100.000%	35,000.00
03/01/2047	Serial Coupon	2.850%	2.850%	40,000.00	100.000%	40,000.00
03/01/2048	Serial Coupon	2.870%	2.870%	40,000.00	100.000%	40,000.00
03/01/2049	Serial Coupon	2.890%	2.890%	40,000.00	100.000%	40,000.00
Total	-	-	-	\$745,000.00	-	\$745,000.00

Bid Information

Par Amount of Bonds	\$745,000.00
Gross Production	\$745,000.00
Bid (100.000%)	745,000.00
Total Purchase Price	\$745,000.00
Bond Year Dollars	\$10,413.57
Average Life	13.978 Years
Average Coupon	2.6412684%
Net Interest Cost (NIC)	2.6412684%
True Interest Cost (TIC)	2.6229145%

2024 \$745m CWSRF (5/6/24) | SINGLE PURPOSE | 5/ 8/2024 | 2:45 PM

FINAL

City of Bartlett, Texas

\$745,000 Combination Tax & Surplus Revenue Certificates of Obligation, Series 2024
CWSRF (Equivalency) Program

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/18/2024	-	-	-	-	-
09/01/2024	-	-	3,750.07	3,750.07	-
09/30/2024	-	-	-	-	3,750.07
03/01/2025	20,000.00	2.260%	9,246.75	29,246.75	-
09/01/2025	-	-	9,020.75	9,020.75	-
09/30/2025	-	-	-	-	38,267.50
03/01/2026	25,000.00	2.150%	9,020.75	34,020.75	-
09/01/2026	-	-	8,752.00	8,752.00	-
09/30/2026	-	-	-	-	42,772.75
03/01/2027	25,000.00	2.050%	8,752.00	33,752.00	-
09/01/2027	-	-	8,495.75	8,495.75	-
09/30/2027	-	-	-	-	42,247.75
03/01/2028	25,000.00	1.990%	8,495.75	33,495.75	-
09/01/2028	-	-	8,247.00	8,247.00	-
09/30/2028	-	-	-	-	41,742.75
03/01/2029	25,000.00	2.000%	8,247.00	33,247.00	-
09/01/2029	-	-	7,997.00	7,997.00	-
09/30/2029	-	-	-	-	41,244.00
03/01/2030	25,000.00	2.020%	7,997.00	32,997.00	-
09/01/2030	-	-	7,744.50	7,744.50	-
09/30/2030	-	-	-	-	40,741.50
03/01/2031	25,000.00	2.060%	7,744.50	32,744.50	-
09/01/2031	-	-	7,487.00	7,487.00	-
09/30/2031	-	-	-	-	40,231.50
03/01/2032	25,000.00	2.080%	7,487.00	32,487.00	-
09/01/2032	-	-	7,227.00	7,227.00	-
09/30/2032	-	-	-	-	39,714.00
03/01/2033	25,000.00	2.110%	7,227.00	32,227.00	-
09/01/2033	-	-	6,963.25	6,963.25	-
09/30/2033	-	-	-	-	39,190.25
03/01/2034	25,000.00	2.130%	6,963.25	31,963.25	-
09/01/2034	-	-	6,697.00	6,697.00	-
09/30/2034	-	-	-	-	38,660.25
03/01/2035	25,000.00	2.240%	6,697.00	31,697.00	-
09/01/2035	-	-	6,417.00	6,417.00	-
09/30/2035	-	-	-	-	38,114.00
03/01/2036	30,000.00	2.330%	6,417.00	36,417.00	-
09/01/2036	-	-	6,067.50	6,067.50	-
09/30/2036	-	-	-	-	42,484.50
03/01/2037	30,000.00	2.440%	6,067.50	36,067.50	-

2024 \$745m CWSRF (5/6/24) | SINGLE PURPOSE | 5/ 8/2024 | 2:45 PM

FINAL

City of Bartlett, Texas

\$745,000 Combination Tax & Surplus Revenue Certificates of Obligation, Series 2024
CWSRF (Equivalency) Program

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/01/2037	-	-	5,701.50	5,701.50	-
09/30/2037	-	-	-	-	41,769.00
03/01/2038	30,000.00	2.500%	5,701.50	35,701.50	-
09/01/2038	-	-	5,326.50	5,326.50	-
09/30/2038	-	-	-	-	41,028.00
03/01/2039	30,000.00	2.560%	5,326.50	35,326.50	-
09/01/2039	-	-	4,942.50	4,942.50	-
09/30/2039	-	-	-	-	40,269.00
03/01/2040	30,000.00	2.620%	4,942.50	34,942.50	-
09/01/2040	-	-	4,549.50	4,549.50	-
09/30/2040	-	-	-	-	39,492.00
03/01/2041	30,000.00	2.680%	4,549.50	34,549.50	-
09/01/2041	-	-	4,147.50	4,147.50	-
09/30/2041	-	-	-	-	38,697.00
03/01/2042	35,000.00	2.710%	4,147.50	39,147.50	-
09/01/2042	-	-	3,673.25	3,673.25	-
09/30/2042	-	-	-	-	42,820.75
03/01/2043	35,000.00	2.740%	3,673.25	38,673.25	-
09/01/2043	-	-	3,193.75	3,193.75	-
09/30/2043	-	-	-	-	41,867.00
03/01/2044	35,000.00	2.780%	3,193.75	38,193.75	-
09/01/2044	-	-	2,707.25	2,707.25	-
09/30/2044	-	-	-	-	40,901.00
03/01/2045	35,000.00	2.800%	2,707.25	37,707.25	-
09/01/2045	-	-	2,217.25	2,217.25	-
09/30/2045	-	-	-	-	39,924.50
03/01/2046	35,000.00	2.830%	2,217.25	37,217.25	-
09/01/2046	-	-	1,722.00	1,722.00	-
09/30/2046	-	-	-	-	38,939.25
03/01/2047	40,000.00	2.850%	1,722.00	41,722.00	-
09/01/2047	-	-	1,152.00	1,152.00	-
09/30/2047	-	-	-	-	42,874.00
03/01/2048	40,000.00	2.870%	1,152.00	41,152.00	-
09/01/2048	-	-	578.00	578.00	-
09/30/2048	-	-	-	-	41,730.00
03/01/2049	40,000.00	2.890%	578.00	40,578.00	-
09/30/2049	-	-	-	-	40,578.00
Total	\$745,000.00	-	\$275,050.32	\$1,020,050.32	-

2024 \$745m CWSRF (5/6/24) | SINGLE PURPOSE | 5/ 8/2024 | 2:45 PM

FINAL

City of Bartlett, Texas

\$745,000 Combination Tax & Surplus Revenue Certificates of Obligation, Series 2024
CWSRF (Equivalency) Program

Debt Service Schedule

Part 3 of 3

Yield Statistics

Bond Year Dollars	\$10,413.57
Average Life	13.978 Years
Average Coupon	2.6412684%
DV01	843.50
Net Interest Cost (NIC)	2.6412684%
True Interest Cost (TIC)	2.6229145%
Bond Yield for Arbitrage Purposes	2.6229145%
All Inclusive Cost (AIC)	3.0578344%

IRS Form 8038

Net Interest Cost	2.6412684%
Weighted Average Maturity	13.978 Years

FINAL

City of Bartlett, Texas

**\$745,000 Combination Tax & Surplus Revenue Certificates of Obligation, Series 2024
CWSRF (Equivalency) Program**

Proof Of Bond Yield @ 2.6229145%

Part 1 of 2

Date	Cashflow	PV Factor	Present Value	Cumulative PV
06/18/2024	-	1.0000000x	-	-
09/01/2024	3,750.07	0.9947298x	3,730.31	3,730.31
03/01/2025	29,246.75	0.9818532x	28,716.02	32,446.32
09/01/2025	9,020.75	0.9691433x	8,742.40	41,188.72
03/01/2026	34,020.75	0.9565980x	32,544.18	73,732.90
09/01/2026	8,752.00	0.9442150x	8,263.77	81,996.67
03/01/2027	33,752.00	0.9319923x	31,456.60	113,453.28
09/01/2027	8,495.75	0.9199278x	7,815.48	121,268.75
03/01/2028	33,495.75	0.9080196x	30,414.80	151,683.55
09/01/2028	8,247.00	0.8962654x	7,391.50	159,075.05
03/01/2029	33,247.00	0.8846634x	29,412.41	188,487.46
09/01/2029	7,997.00	0.8732116x	6,983.07	195,470.53
03/01/2030	32,997.00	0.8619081x	28,440.38	223,910.91
09/01/2030	7,744.50	0.8507509x	6,588.64	230,499.55
03/01/2031	32,744.50	0.8397380x	27,496.80	257,996.35
09/01/2031	7,487.00	0.8288678x	6,205.73	264,202.09
03/01/2032	32,487.00	0.8181383x	26,578.86	290,780.94
09/01/2032	7,227.00	0.8075476x	5,836.15	296,617.09
03/01/2033	32,227.00	0.7970941x	25,687.95	322,305.04
09/01/2033	6,963.25	0.7867758x	5,478.52	327,783.56
03/01/2034	31,963.25	0.7765912x	24,822.38	352,605.94
09/01/2034	6,697.00	0.7665384x	5,133.51	357,739.44
03/01/2035	31,697.00	0.7566157x	23,982.45	381,721.89
09/01/2035	6,417.00	0.7468214x	4,792.35	386,514.24
03/01/2036	36,417.00	0.7371540x	26,844.94	413,359.18
09/01/2036	6,067.50	0.7276117x	4,414.78	417,773.96
03/01/2037	36,067.50	0.7181929x	25,903.42	443,677.39
09/01/2037	5,701.50	0.7088960x	4,041.77	447,719.16
03/01/2038	35,701.50	0.6997195x	24,981.03	472,700.19
09/01/2038	5,326.50	0.6906617x	3,678.81	476,379.00
03/01/2039	35,326.50	0.6817213x	24,082.83	500,461.83
09/01/2039	4,942.50	0.6728965x	3,325.79	503,787.62
03/01/2040	34,942.50	0.6641860x	23,208.32	526,995.94
09/01/2040	4,549.50	0.6555882x	2,982.60	529,978.54
03/01/2041	34,549.50	0.6471018x	22,357.04	552,335.58
09/01/2041	4,147.50	0.6387252x	2,649.11	554,984.69
03/01/2042	39,147.50	0.6304570x	24,680.82	579,665.51
09/01/2042	3,673.25	0.6222958x	2,285.85	581,951.35
03/01/2043	38,673.25	0.6142403x	23,754.67	605,706.02
09/01/2043	3,193.75	0.6062891x	1,936.34	607,642.36

2024 \$745m CWSRF (5/6/24) | SINGLE PURPOSE | 5/ 8/2024 | 2:45 PM

FINAL

City of Bartlett, Texas

\$745,000 Combination Tax & Surplus Revenue Certificates of Obligation, Series 2024
CWSRF (Equivalency) Program

Proof Of Bond Yield @ 2.6229145%

Part 2 of 2

Date	Cashflow	PV Factor	Present Value	Cumulative PV
03/01/2044	38,193.75	0.5984408x	22,856.70	630,499.06
09/01/2044	2,707.25	0.5906941x	1,599.16	632,098.22
03/01/2045	37,707.25	0.5830477x	21,985.13	654,083.34
09/01/2045	2,217.25	0.5755003x	1,276.03	655,359.37
03/01/2046	37,217.25	0.5680505x	21,141.28	676,500.65
09/01/2046	1,722.00	0.5606972x	965.52	677,466.17
03/01/2047	41,722.00	0.5534391x	23,090.59	700,556.76
09/01/2047	1,152.00	0.5462749x	629.31	701,186.06
03/01/2048	41,152.00	0.5392035x	22,189.30	723,375.37
09/01/2048	578.00	0.5322236x	307.63	723,682.99
03/01/2049	40,578.00	0.5253341x	21,317.01	745,000.00
Total	\$1,020,050.32	-	\$745,000.00	-

Derivation Of Target Amount

Par Amount of Bonds	\$745,000.00
Original Issue Proceeds	\$745,000.00

FINAL

City of Bartlett, Texas

\$745,000 Combination Tax & Surplus Revenue Certificates of Obligation, Series 2024
CWSRF (Equivalency) Program

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Coupon	Price	Issuance Price	Exponent	Bond Years
06/18/2024	-	-	-	-	-	-
03/01/2025	20,000.00	2.260%	100.000%	20,000.00	0.7027778x	14,055.56
03/01/2026	25,000.00	2.150%	100.000%	25,000.00	1.7027778x	42,569.44
03/01/2027	25,000.00	2.050%	100.000%	25,000.00	2.7027778x	67,569.44
03/01/2028	25,000.00	1.990%	100.000%	25,000.00	3.7027778x	92,569.44
03/01/2029	25,000.00	2.000%	100.000%	25,000.00	4.7027778x	117,569.44
03/01/2030	25,000.00	2.020%	100.000%	25,000.00	5.7027778x	142,569.44
03/01/2031	25,000.00	2.060%	100.000%	25,000.00	6.7027778x	167,569.44
03/01/2032	25,000.00	2.080%	100.000%	25,000.00	7.7027778x	192,569.44
03/01/2033	25,000.00	2.110%	100.000%	25,000.00	8.7027778x	217,569.44
03/01/2034	25,000.00	2.130%	100.000%	25,000.00	9.7027778x	242,569.44
03/01/2035	25,000.00	2.240%	100.000%	25,000.00	10.7027778x	267,569.44
03/01/2036	30,000.00	2.330%	100.000%	30,000.00	11.7027778x	351,083.33
03/01/2037	30,000.00	2.440%	100.000%	30,000.00	12.7027778x	381,083.33
03/01/2038	30,000.00	2.500%	100.000%	30,000.00	13.7027778x	411,083.33
03/01/2039	30,000.00	2.560%	100.000%	30,000.00	14.7027778x	441,083.33
03/01/2040	30,000.00	2.620%	100.000%	30,000.00	15.7027778x	471,083.33
03/01/2041	30,000.00	2.680%	100.000%	30,000.00	16.7027778x	501,083.33
03/01/2042	35,000.00	2.710%	100.000%	35,000.00	17.7027778x	619,597.22
03/01/2043	35,000.00	2.740%	100.000%	35,000.00	18.7027778x	654,597.22
03/01/2044	35,000.00	2.780%	100.000%	35,000.00	19.7027778x	689,597.22
03/01/2045	35,000.00	2.800%	100.000%	35,000.00	20.7027778x	724,597.22
03/01/2046	35,000.00	2.830%	100.000%	35,000.00	21.7027778x	759,597.22
03/01/2047	40,000.00	2.850%	100.000%	40,000.00	22.7027778x	908,111.11
03/01/2048	40,000.00	2.870%	100.000%	40,000.00	23.7027778x	948,111.11
03/01/2049	40,000.00	2.890%	100.000%	40,000.00	24.7027778x	988,111.11
Total	\$745,000.00	-	-	\$745,000.00	-	\$10,413,569.44

Description of Bonds

Final Maturity Date	3/01/2049
Issue price of entire issue	745,000.00
Stated Redemption at Maturity	745,000.00
Weighted Average Maturity = Bond Years/Issue Price	13.978 Years
Bond Yield for Arbitrage Purposes	2.6229145%

Uses of Proceeds of Issue

Proceeds used for accrued interest	-
Proceeds used for bond issuance costs (including underwriters' discount)	35,162.13
Proceeds used for credit enhancement	-
Proceeds allocated to reasonably required reserve or replacement fund	-

2024 \$745m CWSRF (5/6/24) | SINGLE PURPOSE | 5/ 8/2024 | 2:45 PM

Dailey & Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Bill To:

Markus Holt
City of Bartlett, TX
140 W Clark Street
Bartlett, TX 76511
+1 (254) 527-3733
chiefpd@bartlett-tx.us

Ship To:

City of Bartlett, TX
140 W Clark Street
Bartlett, TX 76511

Quotation

Quote Number: 2024-3275
Terms: Net 30 Days
Date: 04/05/2024
Valid Until: 05/05/2024

Quote Title: 3 - XL-45P Portable Radios

Sales Person:

Michael Lee Lockwood

michael.lockwood@dwcomm.com

+1 (281) 713-0405

Contract: HGAC RA05-21

XL-45P Portable Radio

Line	Qty.	Part Number	Description	List Price	Discount	Unit Price	Ext. Price
1	3	XK-PF78B	PORTABLE, XL-45P, 7/800 MHZ, PH1, GRAY Radios include P25 Trunking (Phase 1)	\$ 2,300.00	26%	\$ 1,702.00	\$ 5,106.00
2	3	XK-FW2X	OPERATION, LOAD NIFOG PERSONALITY	\$ 0.01	26%	\$ 0.01	\$ 0.03
3	3	XK-PL4F	FEATURE,P25 PHASE 2 TDMA	\$ 275.00	26%	\$ 203.50	\$ 610.50
4	3	XK-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.03
5	3	XK-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.03
6	3	XK-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	\$ 45.00	26%	\$ 33.30	\$ 99.90
7	3	PM234361LIP	BATTERY - 7.4V / 3600 mAh / 30.3 Wh / LiPo	\$ 156.00	26%	\$ 115.44	\$ 346.32
8	3	XK-CH5X	CHARGER,1-BAY,TRI-CHEMISTRY	\$ 170.00	26%	\$ 125.80	\$ 377.40
9	3	XK-AE9D	SPEAKER MIC	\$ 210.00	26%	\$ 155.40	\$ 466.20

Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

Quotation Totals

Currency: US Dollar
Subtotal: \$ 7,006.41
Total: \$ 7,006.41



Sales Person Signature

Dailey & Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Purchase Order to be issued to:
Dailey & Wells Communications, Inc.
3440 E. Houston St.
San Antonio, TX 78219

Dailey Wells Communications, Inc. is registered with:
Wide Area Workflow (WAWF)
System For Award Management (SAM)

Dailey Wells Communications, Inc. is registered as a:
Certified SBE - Small Business Enterprise
Certified MBE - Minority Business Enterprise
Certified ABE - Asian American Business Enterprise
Commodity Codes: NAICS 334220, NAICS 334515

Tax ID: 74-1873279
CAGE Code: 0EC35
DUNNS: 010551315

The Purchase Order must include the following references:

- Quote Number
- Contract Name and/or Number; All orders must contain valid model number, quantity, and price for each item
- Frequencies must be supplied with order if applicable
- Requested Delivery Date
- If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable
- Shipping will default to Best Way, 5 day ground, unless otherwise specific
- Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable; Non Standard packing will be billed to the customer
- Bill to and Ship to addresses must be included.

This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.

These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.

TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.



L3HARRIS[®]
FAST. FORWARD.



XL CONNECT™ 45P

Affordable, Flexible, Unstoppable.

Engineered for tough performance in extreme conditions, the XL Connect 45P is also engineered for audio excellence and a simplified user experience.

We included all the essentials you need for critical connectivity and an affordable path to leading-edge communications. You can also count on this P25 portable to provide invaluable, customer-proven inter-agency interoperability.

PROVEN QUALITY IN DEMANDING ENVIRONMENTS

Ruggedized to meet MIL-STD-810G requirements plus dual-microphone noise cancellation technology for clear communications in noisy environments.

RELENTLESSLY RELIABLE

XL radios run on systems that double-down on redundancy, champion open networks and connect seamlessly with P25-compliant organizations.

BACKED WITH ALL-IN, 24/7 SUPPORT

Our service packages get your radios up and running and keep them running with preventative maintenance and automatic software upgrades.

Ruggedized Performance. Audio Excellence.

A member of the XL Connect™ radio series.

- > Based on proven XL quality and compatible with XG accessories
- > MIL-STD 810G durability
- > Wi-Fi-enabled voice and device management
- > Dual-microphone noise cancellation for advanced clarity
- > Sharp, bright color display for visibility
- > Field-repairable, software defined for easy updates and new capabilities
- > Single-key AES/DES encryption and Encryption Lite for voice and data protection

SPECIFICATIONS FOR: XL CONNECT 45 PORTABLE RADIO

GENERAL	
Specifications	
Radio Model Numbers XK-PF78B XK-PF78B-C XK-PFVUB XK-PFVUB-C	XL 45P 700/800 MHz Portable radio; P25 Ph1 Trunking included XL 45P 700/800 MHz Portable radio; Conventional and PTT-over-Wi-Fi included XL 45P VHF & UHF Dual band Portable radio; P25 Ph1 Trunking included XL 45P VHF & UHF Dual band Portable radio; Conventional and PTT-over-Wi-Fi included
Full Keypad	Color LCD and DTMF keypad
Dimensions (H x W x D): (without antenna, battery and knobs)	5.9 x 2.4 x 1.9 in (149.6 x 62.0 x 47.2 mm)
Weight (without antenna and battery)	10.9 oz (310 g)
Housing Color	Gray
Environmental Specifications	
Relative Humidity	95% @ 140°F (+60°C)
Vibration	9.2 g (per U.S. Forest Service)
Drop Shock	1.5 m drop to concrete (exceeds TIA-603-C)
Ingress Protection	IP66
Operating Temperature¹	-22° to +140°F (-30° to +60°C)
Storage Temperature	-40° to +176°F (-40° to +80°C)
Store batteries at the following temperatures:	
Li-Ion	-40° to +176°F (-40° to +80°C)
Altitude	
Operational	15,000 ft (4,572 m)
In Transit	50,000 ft (15,240 m)
Electrical	
Input Voltage	7.5 VDC (nominal)
RoHS compliant	

¹Extremely low temperatures adversely affect battery life

TRANSMITTER			
Typical Performance Specifications	VHF	UHF	700/800
Frequency Range (MHz): (U.S.) (International)	136 - 174	378-522	768-776, 798-806, 806-816, 851-861 763-776, 793-806, 806-825, 851-870
Rated RF Power (W)	6 (Trnk & Talkaround)	5 (Trnk & Talkaround)	3 (Trnk & Talkaround)
Frequency Stability (-30°C to +60°C, +25°C Ref) (ppm)	±1.0	±1.0	±0.6
Frequency Separation (MHz)	Full Bandwidth	Full Bandwidth	Full Bandwidth (within 700 or 800 MHz band)
Modulation Deviation (kHz)	5.0 (wideband*) 2.5 (narrowband)	5.0 (wideband*) 2.5 (narrowband)	5.0 (wideband*), 4.0 (NPSPAC) 2.5 (narrowband)
FM Hum and Noise Companion Receiver (dB)	45 @ 25 kHz 43 @ 12.5 kHz	45 @ 25 kHz 43 @ 12.5 kHz	44 (700 MHz) 47 (800 MHz NPSPAC) 48 (800 MHz non-NPSPAC)
Spurious and Harmonics (dBm / dBc)	-36/-75	-36/-75	-55/90
Audio Response (dB)	+1/-3	+1/-3	+1/-3
Audio Distortion (1 kHz tone): @ 3 kHz deviation @ 2.4 kHz deviation @ 1.5 kHz deviation	2%	2%	1% (800 MHz non-NPSPAC) 1% (800 MHz NPSPAC) 1% (700 MHz)
Project 25 Modulation Fidelity (%)	3	3	1
Project 25 Adjacent Channel Power (dBc)	>67	>67	73

SPECIFICATIONS FOR: XL CONNECT 45 PORTABLE RADIO

REGULATORY DATA						
Frequency Range (MHz)	RF Output (W)	Frequency Stability (ppm)	FCC Type Acceptance Number	Applicable FCC Rules	Industry Canada Certification Number	Applicable Industry Canada Rules
763-775; 793-805; 806-825; 851-870	3	0.2	OWDTR 0162-E	15C, 15E, 90	--	--
768-776; 798-806; 806-824; 851-869	3		--	--	3636B-0162	RSS-119
136-174; 378-522	6 (136-174 MHz) 5 (378-522 MHz)	±1.0	TBD	22, 74, 80, 90	TBD	RSS-119

RECEIVER			
Typical Performance Specifications	VHF	UHF	700/800 MHz
Frequency Range (MHz): (US) (International)	136-174	378-522	768-776, 851-861 763-776, 851-870
Frequency Separation (MHz)	Full Bandwidth	Full Bandwidth	Full Bandwidth (within 700 or 800 MHz band)
Channel Spacing (kHz)	25 (wideband*) 12.5 (narrowband)	25 (wideband*) 12.5 (narrowband)	25 (wideband*) 12.5 (narrowband)
Frequency Stability (-30 to +60°C, +25°C Ref) (ppm)	±1.0	±1.0	±1.5
Sensitivity (12 dB SINAD) (µV / dBm)	0.25/-119.0	0.25/-119.0	0.25/-119.0
Adjacent Channel Selectivity: @ 25 kHz (dB) @ 12.5 kHz (dB)	>70 >60	>77 >69	75 (800 MHz non-NPSPAC) 67 (700 MHz)
Intermodulation (dB)	>77	>77	76
Spurious and Image Rejection (dB)	>90	>77	>74
FM Hum and Noise (dB)	> 50 @ 25 kHz > 45 @ 12.5 kHz	>50 @25 kHz >45 @12.5 kHz	44 (700 MHz) 53 (800 MHz NPSPAC) 54 (800 MHz wideband)
Audio Output (mW)	500 rated (3800 max)	500 rated (3800 max)	500 rated (3800 max)
Audio Distortion @ Rated Power (%)	1.5	1.5	1.5
Project 25 Reference Sensitivity @ 5% BER (µV / dBm)	0.25/-119	0.25/-119	0.25/-119
Project 25 Adjacent Channel Rejection (dB)	60	60	60

ENVIRONMENTAL STANDARD			
Standard	Parameter	Methods	Procedure / Categories
MIL-STD-810G*	Low Pressure	500.5	1,2
	High Temperature	501.5	1,2
	Low Temperature	502.5	1,2
	Temperature Shock	503.5	1-B
	Solar Radiation	505.5	2
	Blowing Rain	506.5	1
	Humidity	507.5	2
	Salt Fog	509.5	1
	Blowing Dust	510.5	1
	Vibration (Minimum Integrity)	514.6	1, Category 24
	Vibration (Basic Transportation)	514.6	1, Category 4
	Shock (Functional / Basic)	516.6	1
	Shock (Transit Drop)	516.6	4
	IEC 60529	Dust tight	IP66
U.S. Forest Service	Vibration (10-60 Hz)	USDA LMR Standard Section 2.15	
TIA-603-C**	Shock (1-meter drop)	Paragraph 3.3.5.3	

*Also meets equivalent superseded MIL-STD-810D, E and F

**Environmental test certification of 1.5-meter drop shock to concrete using parameters of TIA-603-C 1.0-meter drop shock with additional height

SPECIFICATIONS FOR: XL CONNECT 45 PORTABLE RADIO

DIGITAL OPERATION	
Protocol	P25
Vocoding Method	AMBE+2 Enhanced Full Rate & Enhanced Half Rate
Signaling Rate (kbps)	9.6
Modulation	Phase1 TX: C4FM, RX: C4FM & WCQPSK Phase 2 TX: HCPM, RX: WCQPSK

ENCRYPTION	
Encryption Algorithms	Voice Encryption: Single-key AES / DES, DES-OFB, Encryption Lite (ARC4)* 256-bit AES P25, 64-bit DES Control Channel Encryption: 128-bit AES (LLA)
Encryption Keys per Radio	Capable of storing 192 keys (128 AES, 64 DES)

*Interoperates with commonly available ARC4 encryption algorithms.

BATTERY				
Type	Dimensions (H x W x D)	Weight	Life (@5% Tx, 5% Rx, and 90% standby)	Capacity (mAh)
Li-Ion	4.42 x 2.44 x 0.83 in	5.1 oz (145 g)	10 hrs	3100

Content subject to change without notice. Product sales are subject to applicable U.S. export control laws.

XL Connect 45P

© 2023 L3Harris Technologies, Inc. | 02/2023 DS693C

Non-Export Controlled Information

L3Harris Technologies is an agile global aerospace and defense technology innovator, delivering end-to-end solutions that meet customers' mission-critical needs. The company provides advanced defense and commercial technologies across air, land, sea, space and cyber domains.

