



Chad Mees, Mayor
Vickie Cooper, Mayor Pro-Tempore
Gayle Jones, Council Member
Jackie Ivicic, 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, October 28th, 2024

**Teinert Memorial Library and Community Center
337 SH-95 at Dalton Street, Bartlett, TX 76511**

For citizen comments, please contact Brenda Kelley, City Secretary 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.)

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:

1. §551.074: Personnel Matters: Discuss the appointment of Sara Kerr as the City Attorney.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

1. Discuss, review, and take any necessary action to appoint Sara Kerr as the City Attorney.
2. Discuss, review, and take any necessary action to approve a contract with Douglas David to lease approximately 10 acres of farmland at Bell County Property ID #149758.
3. Discuss, review, and take any necessary action to appoint Thadra Vrabel to the Municipal Development District (MDD).
4. Discuss, review, and take any necessary action to approve a salary of \$500 per month to the Municipal Development District's (MDD) social media representative (Paid by MDD)
5. Discuss, review, and take any necessary action on Utility Billing Operations.
6. Discuss, review, and take any necessary action to Amend Chapter 12.02.004 *Payment Arrangements*.

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)

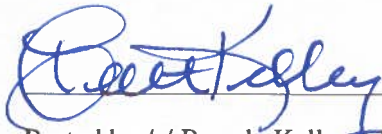


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and 551.086 (Economic Development). All final deliberations and actions of the governing body shall be held in an open meeting as required by Texas Government Code 551.102.

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, October 25th, 2024, at or before 6:00 P.M.

 10-25-24

Posted by /s/ Brenda Kelley, City Clerk

Contract between Douglas David and the City of Bartlett for Farm #5543

Douglas David (the "Guarantee") will be leasing approximately 10 acres of crop land at Bell County Property ID 149758 from the City of Bartlett for farm#5543 for the 2025 crop season. The Guarantee agrees to only occupy land suitable for agriculture use part of the land. The Guarantee agrees to pay \$50.00 per acre. Guarantee will pay the approximate of \$500 at the signing of the lease agreement.

Guarantee will be responsible for the crop land of Farm#5543 land upkeep. This includes plowing and spraying.

In any event that the Farm #5543 land would be sold during the 2024 crop season, Guarantee would have the right and authority to harvest the crop before it changes ownership.

In the event that the Farm#5543 land would not be leased to Douglas David for the next season, Douglas David would have the right and authority to harvest the crop.

This agreement expires October 1st of 2025.

City of Bartlett of Farm#5543

Douglas David

Date_____

Date_____

ORDINANCE 2024-10-28

AN ORDINANCE AMENDING AN ORDINANCE ESTABLISHING A DEFERRED PAYMENT PLAN FOR UTILITY ACCOUNTS.

WHEREAS, the City Council of Bartlett recognizes the financial challenges that some residents may face in maintaining consistent utility service; and

WHEREAS, the City Council is committed to supporting residents in managing their utility expenses by providing options for deferred payment;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF BARTLETT, AS
FOLLOWS:**

Section 1. Deferred Payment Plan Established

1) Purpose

This Ordinance establishes a Deferred Payment Plan for residents with overdue utility balances, allowing residents to retain utility service while gradually paying outstanding balances.

2) Eligibility

Residents with outstanding utility balances are eligible for the Deferred Payment Plan, provided that:

- a) The account is not in default of a previous payment agreement.
- b) The applicant has no record of fraudulent activity related to utility usage.

Section 2. Terms of the Deferred Payment Plan

1) Requirements

- a) Participants in the Deferred Payment Plan must make an initial down payment of 25% of the outstanding balance on their utility account. This down payment is due at the time the deferred payment agreement is signed.
 - i) Proof of a satisfied deposit is required. If the account is determined that it has not satisfied a deposit; the deposit requirement, in accordance with this chapter, is then applied to the total outstanding balance owed on their utility account.
- b) Submit the following information
 - i) Name of account holder
 - ii) Account number
 - iii) Copy and Print of account holder Social Security Number
 - iv) A photo copy a account holder's personal photo identification
 - (1) Must be a government issued form of identification (e.g. passport, state identification card, state diver license, etc.)

- v) The account holder's signature affirming the following statement complete in full, "I _____ am the rightful account holder of account # _____ and affirm the correct service is _____. I agree the balanced owed on the account is \$ _____ and waive my ability to dispute the credibility of the balanced owed by signing this agreement. I certify all the information completed on this form is true and accurate. I acknowledge that failing to comply with the terms of this agreement and Chapter 12: Utilities of the City of Bartlett Code of Ordinances will result in the termination of utility service of the aforementioned account."

2) Installment Payments

The remaining balance, after the initial down payment, shall be divided into three (3) equal monthly installments. These installments will be due on the 15th day of each month until the balance is paid in full.

3) Current Invoice Payments

All current monthly utility charges must be paid in full by their respective due dates, in addition to the agreed installment payments on the remaining deferred balance.

4) Determination of Approval

The City Administrator is the assigned designee to approve or disqualify all submitted deferred payment agreements. The City Administrator may only disqualify a deferred payment agreement if the applicant fails to comply with the standards of this subchapter.

Section 3. Default and Termination

1. Default of Agreement

Failure to make any required payment under this agreement, including current charges and installments, will constitute a default. Upon default:

- a. The City may immediately terminate utility services.
- b. A disconnect fee of \$50.00 will be applied.
- c. Reconnection of services will require full payment of all outstanding amounts, plus applicable reconnection fees of \$75.00 (during business hours) or \$100.00 (after business hours).

2. Limitations

- a. Only one active deferred payment plan shall be allowed per account. Participants who default on a payment plan will not be eligible for a deferred payment plan on their original defaulted plan.
- b. Only one deferred payment plan shall be allowed per account per fiscal year.
- c. Customers who have already been terminated are not eligible to enter into a deferred payment plan and are subject to pay the balance in full

Section 4. Enforcement and Effective Date

This Ordinance shall take effect upon adoption and will be enforced by the City Administration and the Utility Billing Department.

PASSED AND APPROVED THIS 28th DAY OF OCTOBER, 2024.

**CHAD MEES, MAYOR
BARTLETT, TEXAS**

**ATTEST:
BRENDA KELLEY, CITY SECRETARY**



DEFERRED PAYMENT AGREEMENT

Date: _____
Name: _____
Address: _____
Account Number: _____
Social Security Number: _____
Email (optional): _____
Social Security Number Copy (Y/N): _____
Copy of Photo ID Required (Y/N): _____

Your utility account has a balance of \$_____. The City of Bartlett agrees not to disconnect your services under the following conditions:

1. Your account is not in default of a previous agreement to pay.
2. An **immediate payment** of \$_____ is posted to your account.
3. Each **current monthly invoice** is paid in full by the 15th of the month.
4. An **additional monthly payment** of \$_____ is paid until the remaining balance of \$_____ is paid in full over the following three (3) months.

You agree that if this agreement is defaulted:

- Your utility services will be terminated immediately, with an additional **disconnect fee** of \$50.00.
- Services will not be restored until a **reconnect fee** of \$75.00 (during normal business hours) or \$100.00 (after normal business hours) is applied to your account, and the account is paid in full.

ONLY ONE ACTIVE PAYMENT PLAN ALLOWED PER ACCOUNT

Customer Signature Date

Employee Signature Date

Customer name (Print)

Employee Name (Print)



PLAN DE PAGO DIFERIDO

Fecha: _____

Nombre: _____

Dirección: _____

Número de cuenta: _____

Número de seguro social: _____

Correo electrónico (opcional): _____

Copia de número de seguro social (S/N): _____

Copia de foto de identificación (S/N): _____

Su cuenta de servicios tiene un saldo de \$ _____. La Ciudad de Bartlett acuerda no desconectar sus servicios bajo las siguientes condiciones:

1. Su cuenta no está en **incumplimiento** de un acuerdo previo de pago.
2. Un **pago inmediato** de \$ _____ se aplica a su cuenta.
3. Cada **factura** mensual actual se paga en su totalidad antes del día 15 del mes.
4. Un **pago mensual adicional** de \$ _____ se realizará hasta que el saldo restante de \$ _____ se pague en su totalidad en los próximos tres (3) meses.

Usted acepta que si se incumple este acuerdo:

- Sus servicios de utilidad serán terminados inmediatamente, con una **tarifa de desconexión** adicional de \$50.00.
- Los servicios no serán restaurados hasta que se aplique una **tarifa de reconexión** de \$75.00 (durante el horario laboral) o \$100.00 (fuera del horario laboral) a su cuenta, y la cuenta sea pagada en su totalidad.

¡SOLO SE PERMITE UN PLAN DE PAGO POR CUENTA!

Firma del cliente

Fecha

Firma del empleado

Fecha

Nombre del cliente

Nombre del empleado