



Chad Mees, Mayor
Vickie Cooper, Mayor Pro-Tempore
Gayle Jones, Council Member
Jackie Ivicic, Council Member
Jesse Luna, Council Member
Tom Zimmer, 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, December 22nd, 2025

Bartlett City Hall

140 W Clark 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.)

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.)

1. Receive monthly department report:
 - a. City Administrator.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

1. Discuss, review, and take any necessary action on appointing Felicia Crathers as interim Cemetery Board Chair.
2. Discuss, review, and take any necessary action on Ordinance 2025-12-22 -01 Fence Ordinance.
3. Discuss, review, and take any necessary action on budget amendment to add 18-9101 – Operating Supplies.
4. Discuss, review, and take any necessary action on accepting the lease Cadence Bank purchase agreement for a (New) Kubota M6060HDC R1 60HP CAB Tractor and attachments.
5. Discuss, review, and take any necessary action on accepting the lease Cadence Bank purchase agreement for a 2023 Kubota M6060HDC R1 60HP CAB Tractor and attachments.
6. Discuss, review, and take any necessary action on adopting Resolution 2025-12-22-01 on authorizing and approving the execution of a (New) Kubota M6060HDC R1 60HP CAB Tractor and attachments- Lease Purchase Agreement.



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7. Discuss, review, and take any necessary action on adopting Resolution 2025-12-22-02 on authorizing and approving the execution of a 2023 Kubota M6060HDC R1 60HP CAB Tractor and attachments-Lease Purchase Agreement.
8. Discuss, review, and take any necessary action for a contract with Business Services Company to provide Socioeconomic Survey Impact Study for the City of Bartlett.
9. Discuss, review, and take any necessary action to appoint Lori Thieme to the Municipal Development District (MDD) board membership consideration.

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:

Enter into closed session at:

1. Executive Session related to seeking advice of City Attorney on contemplated litigation under Chapter 54 of the Texas Local Government Code to address public health and safety hazards at property ID: R007604 in accordance with Texas Government Code §551.071.

Reconvene into Open Session:

- a. Take action, if any, on matters discussed in Executive Session.

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) 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.

Potential Notice of Quorum

The Planning and Zoning Commission may be present at this meeting.



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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 Tuesday, December 16th, 2025, at or before 6:00 P.M.


Posted by /s/ Brenda Kelley – City Clerk



City Administrator Report – November 2025

Announcement

1. Local Government Code Section 271.024: Competitive Procurement Procedure Applicable
– Changes in municipal spending limit ~~\$50,000.00~~ => \$100,000.00.

Administration

1. Respond to Safe Routes to School (SRTS) design inquiries and project administration
2. Grant and project administration on Texas Department of Agriculture: Valve Project
3. Grant and project administration on Texas Department of Emergency Management Services: Generators Project
4. Grant Administration of Texas General Land Office Community Development Block Grant (CDBG): Master Planning
5. Review and approve weekly accounts payable
6. Consult with City's accounting department on financial operations and projections
7. Meet with the Bartlett Municipal Development District (MDD)
8. Participate in Bartlett Food Local Action Group
9. Coordinate lease purchase agreement with Cadence Bank for Bartlett Police equipment
10. Coordinate lease purchase agreement with Cadence Bank for Public Works equipment
11. Open Records Request Oversight
12. Legal council with City Attorney regarding Cemetery affairs
13. Employee Appreciation letters and coordination
14. Meetings and compromise with Bartlett Volunteer Fire Department Memorandum of Understanding (MOU)
15. Pursue Municipal Auditing Services
16. Prepare City Administrator Tuition Training Plan
17. Coordinate SAMCO Capital Markets Inc. for financial advisory services for public infrastructure and development services
18. Coordinate Norton Rose Fullbright for bond counseling services for public infrastructure and development services
19. Review Employee Longevity Pay for FY 2025-2026
20. Participate in Municipal Development District (MDD) meeting and operations
21. Preparation and delivery of Cemetery Request for Proposals (RFP)
22. Receive grievance complaints
23. Participation on mediation case for Dawson v. City of Bartlett

24. Oversight of American Rescue Plan Act Grant from Williamson County, 50,000 Ground Water Tank project

Planning & Zoning Services

1. Coordinate variance request publication and public hearing for PID R008069
2. Coordinate variance request publication and public hearing for PID 147749

Development Services

1. Engaging with developer for the preparation and negotiation of potential development agreement
2. Engaging with developer for the preparation and negotiation of possible public improvement district (PID)
3. Review of Development Agreement
4. Respond to developer(s) inquiries
5. Coordination of Minor Plat application
6. Consultation meeting with prospective commercial interest

Public Utilities Operations

1. Ensure monthly disconnection notices are completed
2. Review electrical infrastructure redundancy plan for Bartlett Water Supply
3. Coordinate possible Water and Wastewater operator contract
4. Address utility disconnection disputes
5. Coordinate TCEQ Compliance Supplemental Environmental Project (SEP) (Approved)
6. 2026 Clean Water State Revolving Fund (CWSRF) Planning

Parks and Recreation

1. -

Library Services

1. Attend weekly Wednesday 4:00 P.M. meeting with volunteer library staff
2. Preparation of Library Coordinator introduction

If you have any questions on any of these items, feel free to let me know. If you have a written question about this report feel free to email me at cityadmin@bartlett-tx.us.

Sincerely,

ADRIAN FLORES
CITY ADMINISTRATOR



ORDINANCE 2025-12-22-01

* * * * *

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS PROVIDING FOR RESIDENTIAL AND COMMERCIAL YARD FENCING REGULATIONS WITHIN THE CITY; REQUIRING A PERMIT FOR RESIDENTIAL AND COMMERCIAL YARD FENCES; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION AND PROVING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that regulating all fencing within the City serves a public purpose by proving a practical safeguard from hazards that might arise from improper placement and construction of such fences; and

WHEREAS, the City Council has determined that a fence ordinance serves a public purpose by proving uniform placement and construction of such fences, which improves neighborhoods and property values; and

WHEREAS, Texas municipalities are authorized and empowered to enforce ordinances necessary to protect the welfare of their inhabitants pursuant to Texas Local Government Code, Sec 51.012; and

WHEREAS, THE City Council has determined that a residential and commercial yard fence ordinance is necessary for the health, safety, and welfare of city inhabitants.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS that following ordinance is hereby adopted:

Section 1. Repeal(s)

~~International Building Code (IBC) 2018 Section 105.02(2) Work exempt from permit. codified as Sec. 4.02.002 Building Code~~

~~Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other~~

~~laws or ordinances of this jurisdiction. *Permits* shall not be required for the following: (2) Fences not over 7 feet (2134 mm) high.~~

~~Sec. 9.02.003 Fences~~

~~No fences will be permitted to be built, constructed, or placed in the front yard of any lot in the "R 1", "R 2", or "R 3" district. (Ordinance 66 7 adopted 12/19/1966; 1989 Code, sec. 21.103)~~

Section 2. Definitions

Corner lot means a lot tract or parcel which abuts two streets at their intersection, with the longer street frontage being the side of the lot

Comer lot means a lot abutting upon two (2) or more streets at their intersection or upon two (2) parts of the same street, such streets or parts of the same street forming an interior angle of less than 135 degrees.

Yard means the open space on the same lot with a main building, unoccupied and unobstructed from the ground upward except as otherwise provide, and defined herein:

Front Yard means a part of the Yard that extends the full width of the lot, the depth of which is the minimum horizontal distance between the front line and the nearest line of the main building.

Rear Yard means the part of the Yard that extends the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the furthest line of the main building.

Section 3. Fence height.

- (a) It shall be unlawful for any person to install a rear yard fence on residential or commercial property in the city at a height greater than eight (8) feet.
- (b) Fence height shall be measured vertically from the inside natural or mean grade elevation of the yard.

Section 4. Fence material.

- (a) Rear yard fences on residential and commercial propertied must be built of wood, chain-link, brick, or masonry material.
- (b) It shall be unlawful for any person to use barbed and razor wire in construction of any fence.
- (c) A property owner may submit a variance request for use of any other material or number of materials to the Planning and Zoning Commission for review accordance with Sec. 8(b) of this Ordinance.

Section 5. Fence setback.

All yard fences on residential and commercial property shall be set back into the property as provided below:

- (a) a minimum of four (4) feet from the city sidewalk or multi-purpose trail, for those properties with city sidewalks or multi-purpose trails;
- (b) a minimum of eight (8) feet from the street curb, for those properties with street curbs; or
- (c) a minimum of four (4) feet from a city utility easement or right of way, if no sidewalk, multipurpose trail, or street curb is present on the property.

Section 6. Prohibited locations.

- (a) No fence or part of a fence shall be constructed upon or caused to protrude over public property.
- (b) No fence shall be located within a corner lot such that it obstructs the view of traffic. For purposes of this prohibition, no fence may be constructed within the triangular area beginning at the precise corner of the intersection of the two streets and extending twenty feet along each street right of way from the corner, the third side of the triangle being straight line joining the ends of the twenty feet extensions.
- (c) No fence shall be located within a drainage easement unless the city shall first determine, in writing, that such fence shall not interfere with or impair the flow of water through or across the easement.
- (d) It shall be unlawful for any person to install a front yard fence on residential or commercial property in the City limits of Bartlett.
- (e) No fence shall prohibit or limit access to any metering devices or access to any public utility. All metering devices or access to public utility shall be accessible from the nearest right-of-way.

Section 7. Maintenance and standard of fences.

A fence or fences, including those existing prior to the adoption of this ordinance, shall be maintained by the owner of the property in compliance with the requirements of this chapter including but not limited to the following maintenance standards:

- (a) The owner shall replace broken, damaged, removed or missing parts of a fence within ten (10) days of, the day the owner received notice from the Code Compliance Officer, with the same material, or material with comparable composition, color, size, shape and quality of the original fence to which the repair is being made. The Code Compliance Officer may, upon written notice from the owner that unusual circumstances prevent the timely repair of a fence, extend the replacement time as required. The Code Compliance Officer shall not extend the replacement time longer than reasonably necessary. No person shall use materials not specifically manufactured as fencing materials.
- (b) A fence shall be maintained in sound structural condition.

- (c) Existing fences that were constructed prior to the adoption of this chapter that were constructed with materials not currently permitted by this ordinance may be maintained as long as no part of the fence is or becomes unsafe, dilapidated, or a public nuisance.
- (d) If the Code Compliance Officer determines the existing fence is unsafe, dilapidated, or a public nuisance the fence must be repaired with materials approved by this chapter or removed. The repairs must be made in complete sections. If the Code Compliance Officer determines the extent of repair on any existing fence (materials in noncompliance) is in excess of fifty (50) percent of the linear length of the total fence or more than a combined 100 linear feet, then the entire fence must be replaced with materials approved by this ordinance.
- (e) The construction of a fence or wall on the property line shall not preclude the property owner's responsibility to maintain and keep the area defined between the property line to the back of curb or edge of the pavement free and clear of debris and high weeds

Section 8. Permit required.

No fence shall be installed in a residential or commercial yard without a city permit and payment of applicable fees. The city shall require a site plan showing the lot size, all improvements on the lot, and the proposed location of the fence to be constructed, before a permit shall be issued. A hand-drawn site plan may be accepted, at the city's discretion. A fence permit is valid for six (6) months from the date of its issuance.

Section 9. Appeals and variances.

- (a) An applicant may appeal a decision of the city staff under this ordinance to the Planning and Zoning Commission. Planning and Zoning Commission shall make recommendations to the City Council.
- (b) Variance requests under this Ordinance are to be made to the Planning and Zoning Commission which will make recommendation to the City Council. The City Council may authorize a variance to the regulations of this Ordinance in the order to permit reasonable development and improvement of property where, in its judgement, the literal enforcement of the regulations would result in unnecessary hardship, public convenience and welfare will be substantially served, and the use of neighboring property will not be substantially injured.

Section 11. Severability

If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity or any other portion, provision or regulation.

Section 12. Penalty

Any person who violates a provision of this ordinance shall be guilty of a misdemeanor, and upon conviction be fined not less than 100.00 or more than \$2000.00 plus court fees. Each day that a violation continues shall constitute a separate and distinct offense.

Section 13. Publication

The City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.

Section 14. Effective Date

This ordinance shall become effective upon passage and publication.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2025

CITY OF BARTLETT

Chad Mees, MAYOR

ATTEST:

Brenda Kelley, City Clerk

City of Bartlett (Proposed FY 2025-26 Budget
01 - General Fund (GF))

Fiscal Year 2025-2026 Summary									
01 - General Fund Department Expense		FY 2026 Budget (Proposed)	FY 2024-2025 Budget	FY 26 v. 25 Cash Difference	FY 26 v. FY 25 % Change	Year To Date		FY 24 End Cash Balance	
						(YTD) Revenue / Expense (83% FY25)	Expense % (83% FY25)		
11-Administration									
01-General Fund - Expense									
Personnel									
11-7011 Salaries and Wages		274,212.00	261,025.00	13,187.00	5.05%	108,846.24	41.70%	171,881.52	
11-7012 Council Stipends		2,740.00	3,300.00	(560.00)	-16.97%	2,740.00	83.03%	3,025.00	
11-7021 State Unemployment Taxes -SUI		151.00	260.00	(109.00)	-41.92%	151.00	58.08%	105.04	
11-7031 Workers Comp		1,200.00	1,260.00	(60.00)	-4.76%	859.59	68.22%	46,249.44	
11-7032 Health Insurance		31,915.00	31,915.00	-	0.00%	10,837.42	33.96%	14,673.40	
11-7033 Employee Retirement		13,188.84	29,372.00	(16,183.16)	-55.10%	50,189.44	170.88%	18,841.52	
11-7670 Physicals, SP Screenings, etc.		290.00	100.00	190.00	190.00%	290.00	290.00%	65.00	
11-8507 Employee Relations and Appreciation		5,690.00	-	5,690.00	-6.75%	5,690.00	93.25%	5,226.02	
11-9201 Training and Education		3,730.00	4,000.00	(270.00)	-6.75%	3,730.00	93.25%	3,102.50	
Total Personnel		333,116.84	331,232.00	1,884.84	0.57%	183,333.69	55.35%	263,169.44	
Not Categorized									
11-7020 IRS Debt		(17,733.30)	-	(17,733.30)		(17,733.30)		119,877.88	
Total Not Categorized		(17,733.30)	-	(17,733.30)		(17,733.30)		119,877.88	
Other Sources									
11-7022 Federal Payroll Taxes - FICA		20,977.22	19,968.00	1,009.22	5.05%	8,326.69	41.70%	13,149.02	
11-7210 CAD Entity Fees		-	3,500.00	(3,500.00)		-	0.00%	-	
Total Other Sources		20,977.22	23,468.00	(2,490.78)	-10.61%	8,326.69	35.48%	13,149.02	
Miscellaneous									
11-7111 Advertising and Legal Notices		5,000.00	7,500.00	(2,500.00)	-33.33%	3,299.40	43.99%	6,718.54	
11-7951 Dues and Membership Fees		3,000.00	3,000.00	-	0.00%	2,525.85	84.20%	3,909.25	
11-8001 Cost of Elections		7,000.00	7,000.00	-	0.00%	-	0.00%	3,850.25	
11-8203 Liability Insurance - Errors and Omissions		47,000.00	-	47,000.00		46,842.56	0.00%	11,529.78	
11-8204 Liability Insurance - General Liability		4,000.00	4,012.00	(12.00)	-0.30%	-	0.00%	-	
11-8401 Legal Expenses		50,000.00	52,000.00	(2,000.00)	-3.85%	36,473.96	70.14%	73,208.52	
11-8402 Accounting Audit Expenses		20,000.00	17,000.00	3,000.00	17.65%	6,000.00	35.29%	16,000.00	
11-8501 Miscellaneous Expense		1,500.00	1,500.00	-	0.00%	2,633.72	175.58%	1,469.41	
11-8502 Bank Fees		-	-	-		6,504.65		-	
11-8511 Memorials/Contributions/Floral Tributes		-	-	-		256.50		-	
11-8701 Postage Fees & Subscriptions		15,000.00	15,000.00	-	0.00%	11,643.49	77.62%	17,343.39	
Total Miscellaneous		152,500.00	107,012.00	45,488.00	42.51%	116,180.13	108.57%	134,029.14	
Contractual									
11-7200 Appraisal District Fees		6,700.00	6,700.00	-	0.00%	5,345.75	79.79%	8,354.75	
11-7652 Contract Services-Emergency		4,500.00	-	4,500.00		4,247.99		-	
11-8951 Software Maintenance Agreements		86,000.00	68,000.00	18,000.00	26.47%	56,630.36	83.28%	67,120.08	
Decreased: \$7,000									

**City of Bartlett (Proposed FY 2025-26 Budget
01 - General Fund (GF))**

Total Contractual	97,200.00	74,700.00	22,500.00	30.12%	66,224.10	88.65%	75,474.83
Utilities			-		-		
11-7451 Cellular Phones and Pagers	-	1,100.00	(1,100.00)		-	0.00%	964.36
11-9151 Telephone & Internet Services	9,000.00	4,000.00	5,000.00	125.00%	8,995.04	224.88%	9,539.26
Total Utilities	9,000.00	5,100.00	3,900.00	76.47%	8,995.04	176.37%	10,503.62
Debt Service			-		-	0.00%	-
11-8251 Interest Expense	-	94,171.06	(94,171.06)		-		-
Total Debt Service	-	94,171.06	(94,171.06)		-	0.00%	-
Supplies			-		-		
11-8551 Office Supplies	7,000.00	5,000.00	2,000.00	40.00%	7,475.42	149.51%	13,431.19
Total Supplies	7,000.00	5,000.00	2,000.00	40.00%	7,475.42	149.51%	13,431.19
Repair & Maintenance			-		-		
11-8851 Facility Maintenance	5,000.00	25,000.00	(20,000.00)	-80.00%	1,978.91	7.92%	27,736.30
11-8953 Copier Service	2,500.00	2,500.00	-	0.00%	1,743.93	69.76%	2,079.84
11-8954 Computer Hardware & Repairs	500.00	500.00	-	0.00%	45.00	9.00%	457.09
Total Repair & Maintenance	8,000.00	28,000.00	(20,000.00)	-71.43%	3,767.84	13.46%	30,273.23
Total Administration	610,060.76	668,683.06	(58,622.30)	-8.77%	376,569.61	56.32%	659,908.35

City of Bartlett (Proposed FY 2025-26 Budget
01 - General Fund (GF))

Fiscal Year 2025-2026 Summary									
01 - General Fund Department Revenue	FY 2026 Budget (Proposed)	FY 2024-2025 Budget	FY 26 v. 25 Cash Difference	FY 26 v. FY 25 % Change	Year To Date		FY 24 End Cash Balance		
					(YTD) Revenue / Expense (83% FY25)	YTD Revenue / Expense % (83% FY25)			
18-Library									
01-General Fund - Expense									
Personnel	32,032.00					-			
18-7011 Salaries and Wages		-	32,032.00			17,512.07		40,437.73	
18-7021 State Unemployment Taxes -SUI		-	-			100.55		22.50	
18-7032 Health Insurance		-	-			5,418.71		10,900.24	
18-7033 Employee Retirement		-	-			2,115.52		4,498.05	
Total Personnel	32,032.00	-	32,032.00			25,146.85		55,858.52	
Other Sources						-			
18-7022 Federal Payroll Taxes - FICA	2,450.45	-	2,450.45			1,339.68		3,093.49	
Total Other Sources	2,450.45	-	2,450.45			1,339.68		3,093.49	
Miscellaneous						-			
18-7701 Books, Movies, Subscriptions	2,500.00	2,500.00	-	0.00%		2,726.00	109.04%	3,166.89	
18-8701 Postage Fees & Subscriptions	300.00	300.00	-	0.00%		219.68	73.23%	235.00	
Total Miscellaneous	2,800.00	2,800.00	-	0.00%		2,945.68	105.20%	3,401.89	
Repair & Maintenance						-			
18-8051 Equipment Maintenance	200.00	200.00	-	0.00%		-	0.00%	45.00	
18-8851 Facility Maintenance	60.64	700.00	(639.36)	-91.34%		539.33	77.05%	670.13	
18-8953 Copier Service	60.64	600.00	(539.36)	-89.89%		694.40	115.73%	721.80	
Total Repair & Maintenance	321.28	1,500.00	(1,178.72)	-78.58%		1,233.73	82.25%	1,436.93	
Supplies						-			
18-8551 Office Supplies		200.00	(200.00)			29.70	14.85%	154.64	
(Increase) 18-9101 Operating Supplies - Not Office	7,000.00								
Total Supplies	7,000.00	200.00	(200.00)	-100.00%		29.70	14.85%	154.64	
Contractual									
18-8951 Software Maintenance Agreements	2,064.18	-	2,064.18			490.00		-	
Total Contractual	2,064.18	-	2,064.18			490.00		-	
Utilities									
18-9151 Telephone & Internet Services	2,780.39	2,000.00	780.39	39.02%		499.01	24.95%	4,264.39	
Total Utilities	2,780.39	2,000.00	780.39	39.02%		499.01	24.95%	4,264.39	
Total Library	49,448.29	6,500.00	42,948.29	660.74%		31,684.65	487.46%	68,209.86	



CADENCE EQUIPMENT FINANCE

12/15/2025

City of Bartlett, TX

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: Cadence Equipment Finance, a division of Cadence Bank
2. Lessee: City of Bartlett, TX
3. Equipment Description: One (1) 2023 Kubota Tractor and Attachments
4. Finance Amount: \$79,410.00
5. Lease Term: 3 and 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

No Prepayment Penalty or Fees

3 annual payments @ \$29,023.75 arrears
5 annual payments @ \$18,215.34 arrears
7. Lease Rate: 4.65%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to the prime rate increasing above **6.75%**. **Any extension of the funding or delivery date must be in writing.**
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 1/15/2026. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or Jonathan.King@cadencebank.com.

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____



CADENCE EQUIPMENT FINANCE

12/15/2025

City of Bartlett, TX

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: Cadence Equipment Finance, a division of Cadence Bank
2. Lessee: City of Bartlett, TX
3. Equipment Description: One (1) 2023 Kubota Tractor and Attachments
4. Finance Amount: \$65,280.00
5. Lease Term: 3 and 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

No Prepayment Penalty or Fees

3 annual payments @ \$23,859.34 arrears
5 annual payments @ \$14,974.15 arrears
7. Lease Rate: 4.65%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to the prime rate increasing above **6.75%**. **Any extension of the funding or delivery date must be in writing.**
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 1/15/2026. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or Jonathan.King@cadencebank.com.

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____



RESOLUTION 2025-12-22-01

* * * * *

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK

WHEREAS, Mayor and members of the City Council, the Governing Body (the "Governing Body") of City of Bartlett, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of Cadence Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").
 - a. Equipment - One (1) Kubota Tractor and Attachments
 - b. Term - 36 month term
 - c. Rate - 4.65 %
 - d. Amount - \$79,410.00
2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and
3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Adrian Flores [City Administrator] (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2025.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or;

Section 7. The Lessee desires to designate the Agreement as a "qualified tax-exempt obligation" of the Lessee, as defined in Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code"). The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by the Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. The Lessee and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including the Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to the Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____seconded the motion for its adoption. The ___put the question to a roll call vote and the result was as follows:

Vickie Cooper	Voted:	
Jackie Ivicic	Voted:	
Gayle Jones	Voted:	
Jessie Luna	Voted:	
Tom Zimmer	Voted:	

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the ____ day of _____, _____.

(Signature)

ATTEST:

(SEAL)



RESOLUTION 2025-12-22-02

* * * * *

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK

WHEREAS, Mayor and members of the City Council, the Governing Body (the "Governing Body") of City of Bartlett, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of Cadence Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").
 - a. Equipment - One (1) 2023 Kubota Tractor and Attachments
 - b. Term - 36 month term
 - c. Rate - 4.65 %
 - d. Amount - \$65,280.00
2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and
3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Adrian Flores [City Administrator] (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2025.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or;

Section 7. The Lessee desires to designate the Agreement as a "qualified tax-exempt obligation" of the Lessee, as defined in Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code"). The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by the Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. The Lessee and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including the Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to the Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

Following the reading of the foregoing resolution, _____ moved that the foregoing resolution be adopted. _____ seconded the motion for its adoption. The ___ put the question to a roll call vote and the result was as follows:

Vickie Cooper	Voted:	
Jackie Ivicic	Voted:	
Gayle Jones	Voted:	
Jessie Luna	Voted:	
Tom Zimmer	Voted:	

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the ____ day of _____, _____.

(Signature)

ATTEST:

(SEAL)

BUSINESS SERVICES COMPANY

Carlos Mondragon, MBA

13584 FM 498

Lyford, Texas 78569

956-607-9925

Cdragon2010@gmail.com

August 6, 2025

City of Bartlett

140 West Clark Street

Bartlett, Texas 76511-4371

RE: House to House Surveys within the City of Bartlett, following Texas Water Development Board-Socioeconomic Survey Guidelines.

Business Services Company proposes the following:

- 1. Based on the 2020 Census there are 638 housing units, the minimum response rate is 30% or 192 housing units, our goal is to obtain at least 211 or 33% response rate.**
- 2. There will be four (4) of us, including myself, that will visit each household, as identified on the project map.**
- 3. Upon completion of obtaining responses from the sample household, the required reports and documentation will be prepared and forwarded to the Texas Water Development Board staff.**
- 4. A summary of the results will be provided to the City Council and Staff.**
- 5. We will need the project map. We will also forward a letter that will be on city letterhead, introducing us to the residents and the reason for our visit. (I will prepare the standard letter that we use statewide)**
- 6. The fee for all field work and reports is \$7,000.00 that will be broken into two (2) payments. The first bill of \$3,500.00 will be forwarded upon completion of the house to house survey work. The final bill of \$3,500.00 will be forwarded upon completion of all reports that will be submitted to the Texas Water Development Board staff.**
- 7. All work will occur during weekends when folks are home.**
- 8. Upon acceptance, please allow two (2) weeks to run the TWDB forms and plan the travel details.**
- 9. Will keep the project engineers and city staff informed of the work schedule and timeline.**

Carlos Mondragon
Owner

Chad Mees, Mayor



BC&C & Volunteer Application

Submit

List the Boards, Committees, and Commissions (BC&C), and/or Volunteer opportunities on which you would like to serve:

- ☒ Municipal Development District (MDD)
- ☐ Economic Development Corporation (EDC)
- ☐ Cemetery Committee
- ☐ Teinert Library Board of Trustees
- ☐ Parks and Facilities Committee
- ☐ Other/General Volunteer: _____

Applicant Information

Full Name: Lori Thieme

Mailing Address: 212 W Clark St. Bartlett 76511

Are you a resident of Bartlett: ☒ Yes ☐ No

Telephone: 352-581-0628

Email Address: thieme.lori@gmail.com

Professional/Business/Volunteer Affiliations:

Prev. Library Board / Currently
Working as Mortgage Broker

Do you serve on any other city volunteer opportunities: ☐ Yes ☒ No

Which Boards, Committees, Commissions, and/or Volunteer Programs:

NA

Please write and attach a brief summary on why you would like to serve on your selected board, committee, commission, or volunteer opportunity, what you hope to accomplish, and what unique skills and perspectives you might provide. Please return the completed application to City Hall. **Thank you for your interest in serving our community!**

Help City grow and invited.



Boards/Commissions & Volunteer Application

I would like to assist
with improving the City
in any way possible ~~to~~
~~encourage~~ better business
relationships within our
City and residents.