



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

7:00 PM
Monday, February 12, 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 and discussion on Bartlett Crossing.
6. Presentation, update, and discussion on Heritage Fiber.
7. Presentation, update and discussion on personnel policy.
8. Presentation and update on citywide clean up event for April 6, 2024.

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.)

9. Receive monthly department reports:
 - a. City Administrator
 - b. City Secretary
 - c. Municipal Court
 - d. Development Services
 - e. Utility Billing
 - f. Public Works
 - g. Police
10. Approve minutes from the following meeting:
 - a. 01.08.2024 – Regular



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b. 01.22.204 – Regular

11. Consideration and possible action to accept the 2023 Racial Profiling Report as mandated by the State Legislature.
12. Consideration and possible action to approve 24-03-MSA with Kimley-Horn, Inc. for General Engineering services.
13. Consideration and possible action to approve 24-04-MSA with WSB Engineering for General Engineering services.

PUBLIC HEARINGS

14. Hold a public hearing on a request by Bartlett Crossing, LLC to rezone approximately 5.620 acres from General Commercial (C-1) to Planned Development District – Small House District (R-4) generally located in the 200 block of Brook Street.

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

15. Consideration and possible action to approve the purchase of the NIBRS module from Kologik for an amount not to exceed \$2,500.
16. Consideration and possible action to approve Resolution 2024-0212-02 for calling a general election on May 4, 2024.
17. Consideration and possible action to approve the City’s drought contingency plan.
18. Consideration and possible action to approve the City’s water conservation plan.
19. Consideration and possible action to approve Resolution 2024-0212-01 to change the City Council regular meeting time to 6 PM.
20. Consideration and possible action to award the bid for the Jackson Street Elevated Storage Tank Improvement Project to M.K. Painting for an amount not to exceed \$170,000.

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.

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, February 9th, at or before 7:00 P.M.



Posted by /s/ Mayra Cantu – City Administrator



Personnel Policy Update

City Council – Feb. 12, 2024



Recap of Council Feedback

- Holidays
 - 12 Recognized Holiday Days + 1 Personal Holiday (Does Not Rollover)
 - MLK, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving (2), Christmas (2), and New Years Day
- Vacation
 - Follow recommendation provided on 1/22
- Sick Leave
 - Create administrative process that allows up to 1 week of sick leave to be converted to vacation leave
 - Follow recommendation provided on 1/22
- Longevity Bonus
 - Increase, but look at similar cities to identify best practice
- Inclusivity
 - Shift to gender neutral

Vacation



YOS	Bartlett	Recommendation
0	40	40
1	40	80
2	40	80
3	40	80
4	40	80
5	40	80
6	80	120
7	80	120
8	80	120
9	80	120
10	80	120
11	80	120
12	80	160
13	80	160
14	80	160
15	120	160
16	120	160
17	120	160
18	120	160
19	120	160
20	120	160



Sick Leave

- Bartlett
 - 7 Days:
 - Rollover Cap: 240 Hours
- **Recommendation**
 - **14 Days**
 - **Rollover Cap: 240 Hours**



Longevity Options

- Option 1
 - Increase from \$2 a month to \$5 a month
 - 1 Year - \$60
 - 2 Years - \$120
 - 3 Years - \$180
- Option 2
 - By hours of pay
 - Year 1-4 | 10 Hours of Pay
 - Year 5-9 | 15 Hours of Pay
 - Year 10+ | 20 Hours of Pay
- Option 3
 - Per year amount
 - Year 1 | \$100
 - Year 2 and up | + \$50 per additional year

Impact



Employee	Years of Service	Current	Option 1	Option 2	Option 3
1	17	615.00	1,025.00	303.58	900.00
2	17	603.00	1,005.00	303.58	900.00
3	13	465.00	775.00	421.74	700.00
4	12	435.00	725.00	371.07	650.00
5	10	345.00	575.00	304.01	550.00
6	9	318.00	530.00	405.35	500.00
7	5	189.00	315.00	315.00	300.00
8	5	174.00	290.00	273.00	300.00
9	4	159.00	265.00	400.44	250.00
10	4	144.00	240.00	185.54	250.00
11	1	48.00	80.00	432.69	100.00
12	1	45.00	75.00	199.50	100.00
13	1	45.00	75.00	360.58	100.00
		3,585.00	5,975.00	4,276.07	5,600.00

Council Feedback



- Longevity
 - Which option do you prefer?



Citywide Clean Up Event

City Council – Feb. 12, 2024

Overview



- Event Information
- Location Map
- Clean Up Accepted Items
- Brush Pile
- Household Hazardous Waste

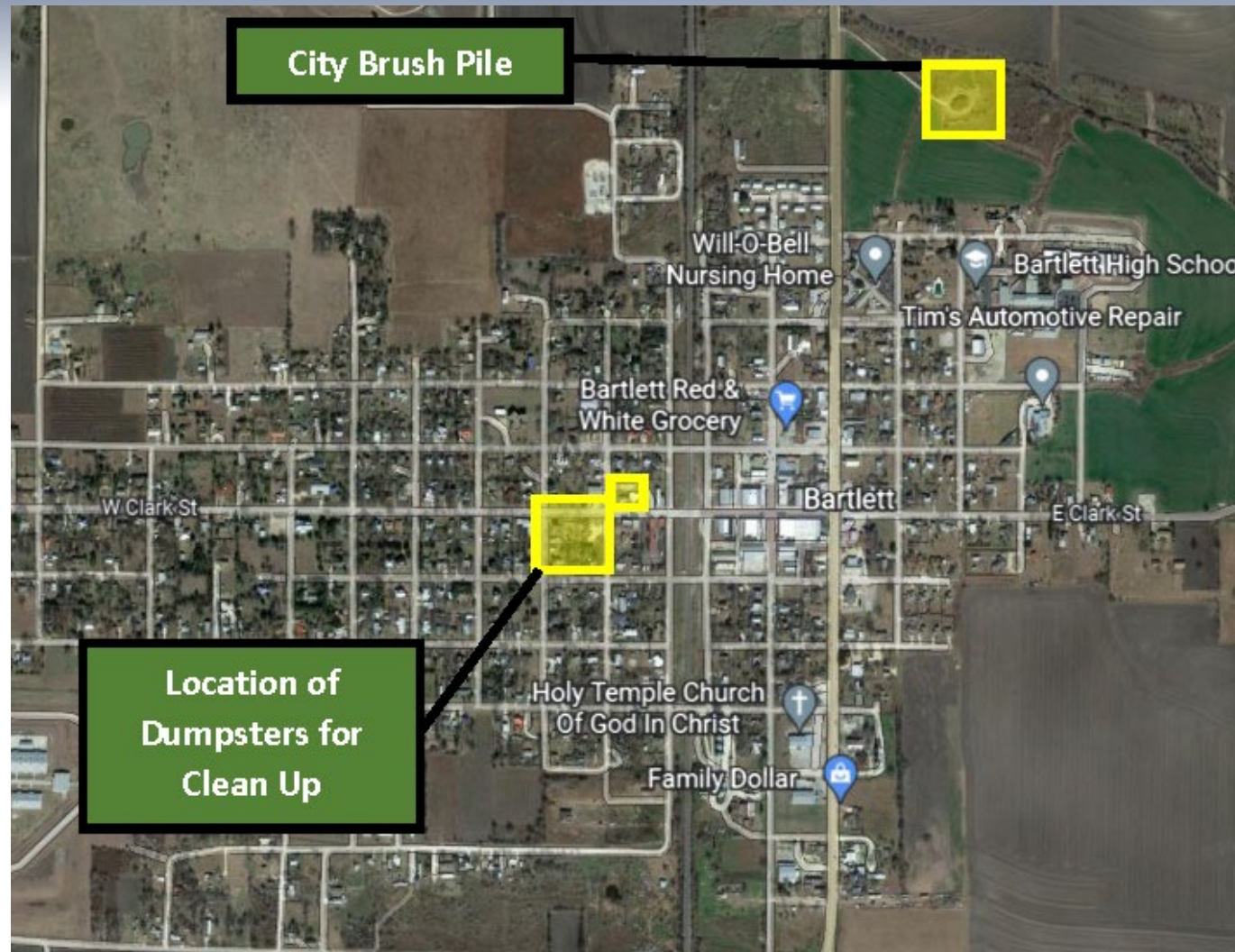
Event Information



- April 6th, 2024
 - 9 AM – 1 PM
- Household Hazardous Waste:
 - Beginning at 9 AM
 - First come, first serve until cap is met

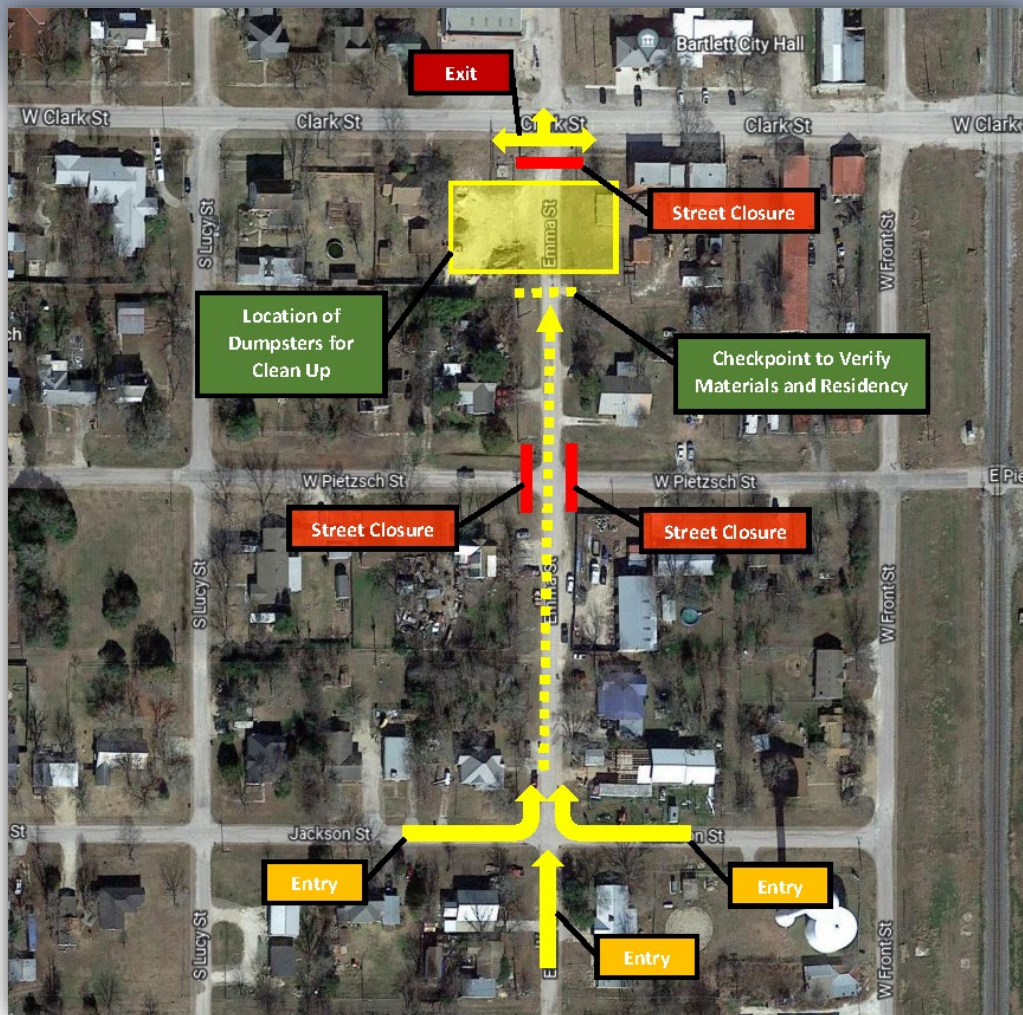


Overall Map





Location Map and Traffic Control





Accepted Items

- Furniture (couches, recliners, tables, desks, shelves, and cabinets)
- Appliances (washer, dryer, microwave, dishwasher, and stoves)
- Mattresses and box springs
- Toilets
- Certain building materials (lumber, nails, wiring, rebar, plaster, dry-wall, doors, windows, carpet, plywood, wood paneling, and wood trim)
- Bagged leaves
- Batteries
- Scrap metal (copper, steel, etc.)
- Tires
 - First (4) tires per household are free for disposal
 - \$1 per tire after first (4)
 - Tires bigger than 25" (wheel diameter) x 17.5" (tire width) will NOT be accepted

Brush Pile Location



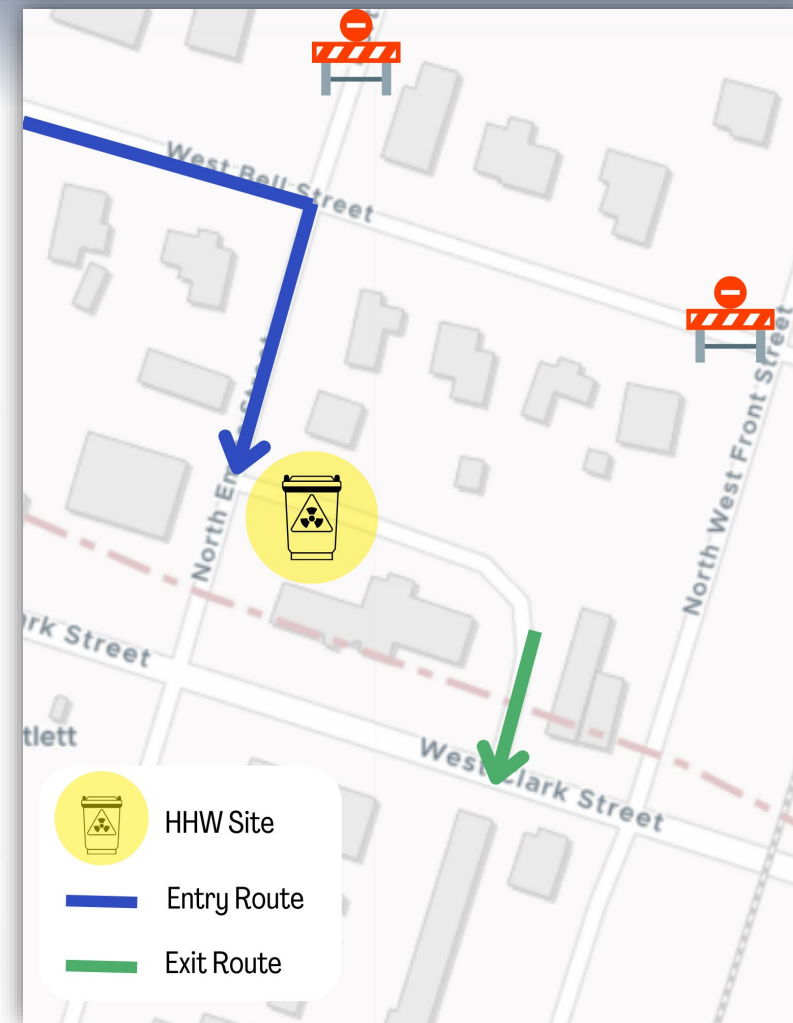
- The City brush pile will be open at the same time as the Citywide Clean Up.
- Brush will not be accepted at the dumpster location.



Household Hazardous Waste

- Awarded a CTCOG Solid Waste grant for \$15,000
 - To be used for household hazardous waste collection using Clean Earth
- Items taken:

- ✓ Asbestos
- ✓ Batteries
- ✓ Fertilizers
- ✓ Propane Tanks
- ✓ Pool Chemicals
- ✓ Universal Waste
- ✓ Electronic Waste
- ✓ Photo Chemicals
- ✓ Pharmaceuticals
- ✓ Aerosols, Paints & Solvents
- ✓ Household Cleaning Chemicals
- ✓ Fluorescent Tubes & Lightbulbs
- ✓ Herbicides, Pesticides & Poisons
- ✓ Motor Oil & Automotive Products





Volunteers

- City staff will be working the brush pile location and the dumpster location
- CTCOG and Clean Earth will be at the HHHW location
- Will rely on other volunteers to assist as well

Status Update



Completed Actions

- Confirmed Clean Earth & CTCOG
- Confirmed Reliable Tire Disposal
- Spoke with Holland Scrap
- Reached out to BISD for volunteers

Next Steps

- Coordinate with Goodwill
- Confirm with Holland Scrap on 3/25
- Hold a staff and volunteer coordination meeting prior to event



Council Feedback

- What lessons were learned in the last 2 events that staff needs to incorporate into this years plan?
- Does Council want to increase the cost per tire after the first 4 that are free?



DEPARTMENT REPORTS – CITY ADMINISTRATOR

Project Updates

- Safe Routes to School – Sidewalk Project design nearing completion
 - o Anticipate going to bid early Spring 2024
- Water tower upgrades – received 2 bids
 - o Will award bid at a future Council meeting
- FY2023 Audit nearing completion
 - o Anticipate the audit being presented to Council 2.26.2024
- Texas Water Development Board approved the City’s project for design of the wastewater treatment plant and system
 - o Funding close is anticipated on 4.12.2024
- Development
 - o City beginning the process of 2 development agreements possibly seeking annexation that have the potential to bring in around 900 homes collectively
 - o Bartlett Crossing has begun development process; 25 homes
 - 2/26 – Action for rezone to a PDD
- Intergovernmental Affairs
 - o City met with Rep. Caroline Harris Davila, Brazos River Authority, Texas Water Development Board, and Texas Commission on Environmental Quality, and City of Granger to discuss development challenges/pressures and funding opportunities

Organizational Updates

- 1 Electric Lineman; 1 Apprentice
 - o City is conducting interviews; anticipates extending offers
- Pool staffing
 - o City has conducted interviews
 - 1 Pool Manager and 1 Lifeguard currently in the process of being hired
 - 2 lifeguard interviews scheduled for week of 2/12

Finance Report

- Account Payable Report attached
- Fund Balance Summary attached

City of Bartlett
 Payment Report
 1/1/2024 to 1/31/2024

2/2/2024 9:28 AM

Vendor	Invoice # Account #	Invoice Date Account Description	Invoice Description	Invoice Amount	Payment Amount
AEP-AMERICAN ELECTRIC POWER	Check #: 58578 169-21472024 02-70-8751	Check date: 1/18/2024 1/3/2024 Purchased Power	169-21472024 DECEMBER 2023 TCOS	2,084.83	
			Invoice Total	2,084.83	2,084.83
			Check Total	2,084.83	2,084.83
Total number of payments: 1			Total	2,084.83	2,084.83
Airgas Usa, Llc	Check #: 58557 9145015406 01-14-8451	Check date: 1/4/2024 12/13/2023 Medical Supplies	2289224 / 9145015406 OXYGEN-FIRE DEPT	448.90	
			Invoice Total	448.90	448.90
			Check Total	448.90	448.90
Total number of payments: 1			Total	448.90	448.90
AI Clawson Disposal, Inc	Check #: 58579 656232 02-84-7652	Check date: 1/18/2024 1/2/2024	656232 - JANUARY 2024 - DISPOSAL SERVI Contract Services-Solid Waste Collection	12,395.92	
			Invoice Total	12,395.92	12,395.92
656094	02-84-7652	1/2/2024	#656094 / 01-1507580 DAILY RENTAL DECI Contract Services-Solid Waste Collection	93.00	
			Invoice Total	93.00	93.00
656037	02-84-7652	1/2/2024	656037 DECEMBER 2023 DAILY RENTAL Contract Services-Solid Waste Collection	186.00	
			Invoice Total	186.00	186.00
			Check Total	12,674.92	12,674.92
Total number of payments: 1			Total	12,674.92	12,674.92

Alice Nira				
Check #: 58558	Check date: 1/4/2024			
122723	12/27/2023	POSTAGE FOR WORK LETTERS (STAMPS)		
01-11-8701	Postage Fees & Subscriptions		3.15	
		Invoice Total	<u>3.15</u>	<u>3.15</u>
		Check Total	<u>3.15</u>	<u>3.15</u>
Total number of payments: 1		Total	3.15	3.15

AT&T				
Check #: 58580	Check date: 1/18/2024			
DEC 2023	12/15/2023	512A4470458840 DECEMBER 2023		
01-11-9151	Telephone & Internet Services		872.30	
01-13-9151	Telephone & Internet Services		317.74	
01-14-9151	Telephone & Internet Services		139.21	
01-15-9151	Telephone & Internet Services		61.85	
01-18-9151	Telephone & Internet Services		530.82	
02-80-9151	Telephone & Internet Services		120.59	
		Invoice Total	<u>2,042.51</u>	<u>2,042.51</u>
		Check Total	<u>2,042.51</u>	<u>2,042.51</u>
Total number of payments: 1		Total	2,042.51	2,042.51

At&T U-Verse				
Check #: 58581	Check date: 1/18/2024			
DEC 2023-PD	12/20/2023	132208488 POLICE DEPT UVERSE		
01-13-9151	Telephone & Internet Services		101.43	
		Invoice Total	<u>101.43</u>	<u>101.43</u>
		Check Total	<u>101.43</u>	<u>101.43</u>
Total number of payments: 1		Total	101.43	101.43

ATS				
Check #: 58582	Check date: 1/18/2024			
453009	11/7/2023	453009* RESIDENTIAL PLAN REVIEW 731 W		
02-81-8601	Permit Fees		75.00	
		Invoice Total	<u>75.00</u>	<u>75.00</u>
453403	11/9/2023	#453403-RESIDENTIAL PLAN REVIEW 601 V		
02-81-8601	Permit Fees		75.00	

459571	12/29/2023	#459571- INSPECTIONS	Invoice Total	75.00	75.00
02-81-8601	Permit Fees			1,215.00	
			Invoice Total	1,215.00	1,215.00
460331	1/5/2024	RESIDENTIAL PLAN REVIEW: 330 N BOWIE		125.00	
02-81-8601	Permit Fees		Invoice Total	125.00	125.00
			Check Total	1,490.00	1,490.00
			Total	1,490.00	1,490.00

Total number of payments: 1

Bartlett Red & White		DECEMBER 2023 CREDIT CHARGES			
Check #: 58583	Check date: 1/18/2024			86.39	
DECEMBER 2023	1/1/2024		Invoice Total	86.39	86.39
02-80-9101	Operating Supplies - Not Office		Check Total	86.39	86.39
			Total	86.39	86.39

Total number of payments: 1

BEC-Bartlett Electric Cooperative		#12059- YARDLIGHTS AND BALLFIELD 3 PH			
Check #: 58613	Check date: 1/25/2024			75.78	
JANUARY 2024	1/8/2024			923.16	
02-70-8751	Purchased Power			306.90	
02-70-8751	Purchased Power			13.70	
02-70-8751	Purchased Power		Invoice Total	1,319.54	1,319.54
02-70-8751	Purchased Power		Check Total	1,319.54	1,319.54
			Total	1,319.54	1,319.54

Total number of payments: 1

BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE		PUBLIC WORKS TRUCKS-REGISTRATIONS A			
Check #: 58573	Check date: 1/8/2024			7.50	
VEHICLE REGISTRATION 2024	1/5/2024			7.50	
02-80-9401	Vehicle Maintenance			7.50	
02-80-9401	Vehicle Maintenance			7.50	
02-80-9401	Vehicle Maintenance			7.50	
02-80-9401	Vehicle Maintenance			7.50	

02-80-9401	Vehicle Maintenance		402.15	
02-80-9401	Vehicle Maintenance		7.50	
02-80-9401	Vehicle Maintenance		7.50	
		Invoice Total	447.15	447.15
		Check Total	447.15	447.15

Check #: 58574	Check date: 1/9/2024			
2011 FORD 4D	1/9/2024	REGISTRATION: 2011 FORD 4D		
02-80-9401	Vehicle Maintenance		7.50	
		Invoice Total	7.50	7.50
		Check Total	7.50	7.50
		Total	454.65	454.65

Total number of payments: 2

Bobby Lee Bartlett				
Check #: 58559	Check date: 1/4/2024			
302197	1/1/2024	302197 CEMETARY LAWNCARE		
01-20-7651	Contract Services		1,300.00	
		Invoice Total	1,300.00	1,300.00
		Check Total	1,300.00	1,300.00
		Total	1,300.00	1,300.00

Total number of payments: 1

Brazos Electric Cooperative				
Check #: 58560	Check date: 1/4/2024			
RI 50393 001	12/8/2023	RI 50393 001 NOVEMBER 2023 TCOS		
02-70-8751	Purchased Power		444.87	
		Invoice Total	444.87	444.87
50471 RI 001	12/13/2023	50471 RI 001 TCOS NOVEMBER 2023		
02-70-8751	Purchased Power		1,616.84	
		Invoice Total	1,616.84	1,616.84
		Check Total	2,061.71	2,061.71

Check #: 58614	Check date: 1/25/2024			
RI 50513 001	1/8/2024	RI 50513 001 - DECEMBER 2023		
02-70-8751	Purchased Power		444.87	
		Invoice Total	444.87	444.87
		Check Total	444.87	444.87

Total number of payments: 2

		Total	2,506.58	2,506.58
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Cadence Bank Asset Mgmt & Trust

Check #: 58610
5027925
02-81-8111

Check date: 1/24/2024
8/11/2023
Grant Programs - City's Portion

#75-0434-01-1 / #5027925 Escrow Agent A

1,000.00

Invoice Total	<u>1,000.00</u>	<u>1,000.00</u>
Check Total	<u>1,000.00</u>	<u>1,000.00</u>
Total	1,000.00	1,000.00

Total number of payments: 1

Caterpillar Financial Services

Check #: 58561
34775306
02-80-7401

Check date: 1/4/2024
12/15/2023
Capital Expenditures

2172458 / 34775306 CONTRACT # 001-700

1,116.02

Invoice Total	<u>1,116.02</u>	<u>1,116.02</u>
Check Total	<u>1,116.02</u>	<u>1,116.02</u>
Total	1,116.02	1,116.02

Total number of payments: 1

Central Texas Heating & Air Conditioning, LLC

Check #: 58611
20240003
01-11-8851

Check date: 1/24/2024
1/16/2024
Facility Maintenance

#20240003 REPLACEMENT OF INDOOR BLO

825.00

Invoice Total	<u>825.00</u>	<u>825.00</u>
Check Total	<u>825.00</u>	<u>825.00</u>
Total	825.00	825.00

Total number of payments: 1

City Of Round Rock Environmental Services

Check #: 58615
4-1223
02-80-9451

Check date: 1/25/2024
1/8/2024
Sample Analysis

4-1223 - BACTERIOLOGICAL TESTING

100.00

Invoice Total	<u>100.00</u>	<u>100.00</u>
Check Total	<u>100.00</u>	<u>100.00</u>
Total	100.00	100.00

Total number of payments: 1

COMMUNICATIONS BY HAND, LLC

Check #: 58616
231216BART
01-12-9251

Check date: 1/25/2024
12/16/2023
Travel Expense

#231216BART COURT INTERPRETOR 11/21/

450.00

			Invoice Total	<u>450.00</u>	<u>450.00</u>
			Check Total	<u>450.00</u>	<u>450.00</u>
Total number of payments: 1			Total	450.00	450.00

CPS Energy					
Check #: 58584	Check date: 1/18/2024				
301003094503	12/20/2023	7000248212 / 301003094503 TCOS NOV 20		747.51	
02-70-8751	Purchased Power				
			Invoice Total	<u>747.51</u>	<u>747.51</u>
			Check Total	<u>747.51</u>	<u>747.51</u>
Total number of payments: 1			Total	747.51	747.51

DANIEL BLANE					
Check #: 58585	Check date: 1/18/2024				
PERMIT	1/10/2024	REFUND: PERMIT FEE		100.00	
01-11-6101	Building Permits				
			Invoice Total	<u>100.00</u>	<u>100.00</u>
			Check Total	<u>100.00</u>	<u>100.00</u>
Total number of payments: 1			Total	100.00	100.00

DIEGO FERNANDEZ					
Check #: 58586	Check date: 1/18/2024				
R007792&R007793	1/3/2024	PERMIT REFUND: 493 W. BROOK STREET		200.00	
02-81-8601	Permit Fees				
			Invoice Total	<u>200.00</u>	<u>200.00</u>
			Check Total	<u>200.00</u>	<u>200.00</u>
Total number of payments: 1			Total	200.00	200.00

Donald L. Allman, CPA, PC					
Check #: 58575	Check date: 1/12/2024				
4887	12/28/2023	AUDIT FOR 2023		4,000.00	
01-11-8402	Accounting Audit Expenses				
			Invoice Total	<u>4,000.00</u>	<u>4,000.00</u>
			Check Total	<u>4,000.00</u>	<u>4,000.00</u>
Total number of payments: 1			Total	4,000.00	4,000.00

Environmental Monitoring Laboratory, LLC

Check #: 58587
23120027
02-81-9451

Check date: 1/18/2024
12/31/2023
Sample Analysis

23120027 DECEMBER 2023 WASTEWATEF

539.68

Invoice Total	<u>539.68</u>	<u>539.68</u>
Check Total	<u>539.68</u>	<u>539.68</u>
Total	539.68	539.68

Total number of payments: 1

ETT - Electric Transmission Texas, LLC

Check #: 58588
374-21472109
02-70-8751

Check date: 1/18/2024
1/3/2024
Purchased Power

374-21472109 TCOS DECEMBER 2023

1,047.67

Invoice Total	<u>1,047.67</u>	<u>1,047.67</u>
Check Total	<u>1,047.67</u>	<u>1,047.67</u>
Total	1,047.67	1,047.67

Total number of payments: 1

FAST, Inc

Check #: 58562
24-1001
01-11-8951

Check date: 1/4/2024
1/1/2024
Software Maintenance Agreements

24-1001 AGREEMENT ANNUAL SUBSCRIPTIC

15,411.40

Invoice Total	<u>15,411.40</u>	<u>15,411.40</u>
Check Total	<u>15,411.40</u>	<u>15,411.40</u>

Check #: 58617
24-1032
01-11-8951

Check date: 1/25/2024
1/19/2024
Software Maintenance Agreements

#24-1032 Permits Annual Subscription

3,250.00

Invoice Total	<u>3,250.00</u>	<u>3,250.00</u>
Check Total	<u>3,250.00</u>	<u>3,250.00</u>

Total number of payments: 2

Floresville Electric Light & Power System

Check #: 58563
399144
02-70-8751

Check date: 1/4/2024
12/27/2023
Purchased Power

3990144 TCOS DECEMBER 2023

1.52

Invoice Total	<u>1.52</u>	<u>1.52</u>
Check Total	<u>1.52</u>	<u>1.52</u>

Total number of payments: 1

Golden Spread Electric Cooperative, Inc

Check #: 58564
TCOS-23-1202
02-70-8751

Check date: 1/4/2024
1/31/2023
Purchased Power

TCOS-23-1202 TCOS JANUARY THRU DECEM

	298.74	
Invoice Total	298.74	298.74
Check Total	298.74	298.74
Total	298.74	298.74

Total number of payments: 1

Greg Willis

Check #: 58612
0007
01-11-8851

Check date: 1/24/2024
1/21/2024
Facility Maintenance

REPAIRS ON CITY HALL AC/HEATING UNITS

	500.00	
Invoice Total	500.00	500.00
Check Total	500.00	500.00
Total	500.00	500.00

Total number of payments: 1

Henry Schein, Inc

Check #: 58589
41146670
01-14-8451

Check date: 1/18/2024
11/25/2023
Medical Supplies

#1633626 / 41146670 FIRE DEPT MEDICAL

	11.30	
Invoice Total	11.30	11.30

41267972
01-14-8451

12/23/2023
Medical Supplies

1633626 / 41267972 FIRE DEPT MEDICAL S

	338.32	
Invoice Total	338.32	338.32
Check Total	349.62	349.62

Check #: 58565
64690489
01-14-8451

Check date: 1/4/2024
12/7/2023
Medical Supplies

64690489 - MASKS AND NASAL CANNULA -

	20.16	
Invoice Total	20.16	20.16

64690490
01-14-8451

12/12/2023
Medical Supplies

64690490 CARTRIDGE PAD FIRE DEPT MED

	370.54	
Invoice Total	370.54	370.54
Check Total	390.70	390.70

Total number of payments: 2

Total	740.32	740.32
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Internal Revenue Service

eCheck #: N/A PY1162024 02-2100	Check date: 1/17/2024 1/16/2024 Federal Taxes Payable	Medicare-Employee	3.20	
		Invoice Total	<u>3.20</u>	<u>3.20</u>
		Check Total	3.20	3.20
eCheck #: N/A PY1162024 02-2100	Check date: 1/17/2024 1/16/2024 Federal Taxes Payable	Medicare-Employer	3.20	
		Invoice Total	<u>3.20</u>	<u>3.20</u>
		Check Total	3.20	3.20
eCheck #: N/A PY1162024 02-2100	Check date: 1/17/2024 1/16/2024 Federal Taxes Payable	Social Security-Employee	13.69	
		Invoice Total	<u>13.69</u>	<u>13.69</u>
		Check Total	13.69	13.69
eCheck #: N/A PY1162024 02-2100	Check date: 1/17/2024 1/16/2024 Federal Taxes Payable	Social Security-Employer	13.69	
		Invoice Total	<u>13.69</u>	<u>13.69</u>
		Check Total	13.69	13.69
eCheck #: N/A PY1182024 01-2100 02-2100	Check date: 1/17/2024 1/18/2024 Federal Taxes Payable Federal Taxes Payable	Federal Tax	2,000.88	
			207.12	
		Invoice Total	<u>2,208.00</u>	<u>2,208.00</u>
		Check Total	2,208.00	2,208.00
eCheck #: N/A PY1182024 01-2100 02-2100	Check date: 1/17/2024 1/18/2024 Federal Taxes Payable Federal Taxes Payable	Social Security-Employee	1,617.76	
			135.41	
		Invoice Total	<u>1,753.17</u>	<u>1,753.17</u>
		Check Total	1,753.17	1,753.17
eCheck #: N/A PY1182024 01-2100	Check date: 1/17/2024 1/18/2024 Federal Taxes Payable	Medicare-Employee	378.35	

02-2100	Federal Taxes Payable		31.67	
		Invoice Total	410.02	410.02
		Check Total	410.02	410.02
eCheck #: N/A PY1182024	Check date: 1/17/2024 1/18/2024	Medicare-Employer		
01-2100	Federal Taxes Payable		378.35	
02-2100	Federal Taxes Payable		31.67	
		Invoice Total	410.02	410.02
		Check Total	410.02	410.02
eCheck #: N/A PY1182024	Check date: 1/17/2024 1/18/2024	Social Security-Employer		
01-2100	Federal Taxes Payable		1,617.76	
02-2100	Federal Taxes Payable		135.41	
		Invoice Total	1,753.17	1,753.17
		Check Total	1,753.17	1,753.17
eCheck #: N/A PY212024	Check date: 1/30/2024 2/1/2024	Social Security-Employee		
01-2100	Federal Taxes Payable		1,533.34	
02-2100	Federal Taxes Payable		135.41	
		Invoice Total	1,668.75	1,668.75
		Check Total	1,668.75	1,668.75
eCheck #: N/A PY212024	Check date: 1/30/2024 2/1/2024	Medicare-Employee		
01-2100	Federal Taxes Payable		358.60	
02-2100	Federal Taxes Payable		31.67	
		Invoice Total	390.27	390.27
		Check Total	390.27	390.27
eCheck #: N/A PY212024	Check date: 1/30/2024 2/1/2024	Medicare-Employer		
01-2100	Federal Taxes Payable		358.60	
02-2100	Federal Taxes Payable		31.67	
		Invoice Total	390.27	390.27
		Check Total	390.27	390.27
eCheck #: N/A PY212024	Check date: 1/30/2024 2/1/2024	Federal Tax		

01-2100	Federal Taxes Payable		1,862.78	
02-2100	Federal Taxes Payable		207.12	
		Invoice Total	2,069.90	2,069.90
		Check Total	2,069.90	2,069.90

eCheck #: N/A	Check date: 1/30/2024			
PY212024	2/1/2024	Social Security-Employer		
01-2100	Federal Taxes Payable		1,533.34	
02-2100	Federal Taxes Payable		135.41	
		Invoice Total	1,668.75	1,668.75
		Check Total	1,668.75	1,668.75
		Total	12,756.10	12,756.10

Total number of payments: 14

Jarrell-Schwertner Water Supply, Corp	Check date: 1/18/2024			
Check #: 58590	12/31/2023	#610 - CEMETARY WATER		
DECEMBER 2023			59.30	
01-20-9351	Purchased Water			
		Invoice Total	59.30	59.30
		Check Total	59.30	59.30
		Total	59.30	59.30

Total number of payments: 1

Kologik	Check date: 1/18/2024			
Check #: 58591	9/15/2023	12787 - Police Dept - Software COPsync Lice		
12787			2,108.37	
01-13-8951	Software Maintenance Agreements			
		Invoice Total	2,108.37	2,108.37
		Check Total	2,108.37	2,108.37
		Total	2,108.37	2,108.37

Total number of payments: 1

KRIS LAND	Check date: 1/18/2024			
Check #: 58592	1/8/2024	#05-10167-01 DEPOSIT REFUND: 100 N DA		
05-10167-01			250.00	
02-2005	Utility Customer Deposits			
		Invoice Total	250.00	250.00
		Check Total	250.00	250.00
		Total	250.00	250.00

Total number of payments: 1

Lcra-(Lower Colorado River Authority)

Check #: 58593

TCOS0011558

02-70-8751

Check date: 1/18/2024

12/31/2023

Purchased Power

TCOS0011558 - DECEMBER 2023 TCOS

2,031.91

Invoice Total

2,031.91

2,031.91

Check Total

2,031.91

2,031.91

Total

2,031.91

2,031.91

Total number of payments: 1

Lone Star Transmission, Llc

Check #: 58594

1800113177

02-70-8751

Check date: 1/18/2024

12/28/2023

Purchased Power

#3000158625/1800113177 DECEMBER 202

319.82

Invoice Total

319.82

319.82

Check Total

319.82

319.82

Total

319.82

319.82

Total number of payments: 1

MRB GROUP

Check #: 58566

000000053448

02-80-7654

Check date: 1/4/2024

12/20/2023

Engineering Services

000000053448 BARLETT CITY GENERAL ENC

7,757.17

Invoice Total

7,757.17

7,757.17

000000053449

02-80-7654

12/20/2023

Engineering Services

000000053449 - BARTLETT CITY WATER SY:

7,197.00

Invoice Total

7,197.00

7,197.00

Check Total

14,954.17

14,954.17

Total

52,244.17

52,244.17

Check #: 58576

000000053475

02-80-7654

Check date: 1/12/2024

12/20/2023

Engineering Services

000000053475 - 0213.23002.000 BARTLETT

37,290.00

Invoice Total

37,290.00

37,290.00

Check Total

37,290.00

37,290.00

Total

52,244.17

52,244.17

Total number of payments: 2

OMNIBASE SERVICES OF TEXAS, LP

Check #: 58595

423-101014

01-12-7801

Check date: 1/18/2024

1/2/2024

Court Costs, Fines, & Fees

#423-101014 OMNI REPORTING- MUNICIPA

36.00

			Invoice Total	<u>36.00</u>	<u>36.00</u>
			Check Total	<u>36.00</u>	<u>36.00</u>
Total number of payments: 1			Total	36.00	36.00

PATRICIA WILLIAMSON					
Check #: 58577	Check date: 1/12/2024				
440 E DAVILLA		DEPOSIT REFUND: 440 E. DAVILLA			
02-2005	Utility Customer Deposits			200.00	
			Invoice Total	<u>200.00</u>	<u>200.00</u>
			Check Total	<u>200.00</u>	<u>200.00</u>
Total number of payments: 1			Total	200.00	200.00

Philip Weaver					
Check #: 58596	Check date: 1/18/2024				
Reimburse: for Library	1/17/2024	Reimburse: Library Lock and Keys - Philip W			
01-18-8851	Facility Maintenance			70.89	
			Invoice Total	<u>70.89</u>	<u>70.89</u>
			Check Total	<u>70.89</u>	<u>70.89</u>
Total number of payments: 1			Total	70.89	70.89

Railroad Commission Of Texas					
Check #: 58567	Check date: 1/4/2024				
DOCKET #084305	1/3/2024	DOCKET # 084305			
01-11-6113	Franchise Fees			4,000.00	
			Invoice Total	<u>4,000.00</u>	<u>4,000.00</u>
			Check Total	<u>4,000.00</u>	<u>4,000.00</u>
Total number of payments: 1			Total	4,000.00	4,000.00

Rayburn Electric Coop					
Check #: 58597	Check date: 1/18/2024				
2023-4785	12/31/2023	2023-4785 DECEMBER 2023 TCOS			
02-70-8751	Purchased Power			186.57	
			Invoice Total	<u>186.57</u>	<u>186.57</u>
			Check Total	<u>186.57</u>	<u>186.57</u>
Total number of payments: 1			Total	186.57	186.57

Ready Refresh

Check #: 58598
03L0125962993
02-80-9101

Check date: 1/18/2024
12/28/2023
Operating Supplies - Not Office

0125962993 Wastewater Plant-Bottled Water

8.39

Invoice Total	<u>8.39</u>	<u>8.39</u>
Check Total	<u>8.39</u>	<u>8.39</u>
Total	8.39	8.39

Total number of payments: 1

SCOTTY DOTSON

Check #: 58568
196296
02-81-8051

Check date: 1/4/2024
1/2/2024
Equipment Maintenance

196296 EVIE STREET PUMP STATION REPAIR

775.00

Invoice Total	<u>775.00</u>	<u>775.00</u>
Check Total	<u>775.00</u>	<u>775.00</u>
Total	775.00	775.00

Total number of payments: 1

Sharyland Utilities, Lp

Check #: 58599
1800000671
02-70-8751

Check date: 1/18/2024
12/31/2023
Purchased Power

#5000512 / 1800000671 TCOS DECEMBER

132.62

Invoice Total	<u>132.62</u>	<u>132.62</u>
Check Total	<u>132.62</u>	<u>132.62</u>
Total	132.62	132.62

Total number of payments: 1

State Comptroller

Check #: 58600
QTR ENDING 12/31/23
02-2010

Check date: 1/18/2024
1/3/2024
Sales Tax Payable

QTR ENDING 12/31/23 MUNICIPAL COURT

7,205.25

Invoice Total	<u>7,205.25</u>	<u>7,205.25</u>
Check Total	<u>7,205.25</u>	<u>7,205.25</u>
Total	7,205.25	7,205.25

Total number of payments: 1

Steglich Feed And Farm Supply, Inc

Check #: 58618
DECEMBER 2023
02-80-9101

Check date: 1/25/2024
1/8/2024
Operating Supplies - Not Office

DEC 2023 CREDIT CHARGES

91.07

		Invoice Total	91.07	91.07
		Check Total	91.07	91.07
Total number of payments: 1		Total	91.07	91.07

STEPHAN PUSTEJOVSKY

Check #: 58569 Check date: 1/4/2024
 POSTAGE #2 1/3/2024
 01-11-8701 Postage Fees & Subscriptions

POSTAGE REIMBURSEMENT: CERTIFIED LET

	8.56		
Invoice Total	8.56	8.56	
Check Total	8.56	8.56	
Total	8.56	8.56	

Total number of payments: 1

TEMPLE DAILY TELEGRAM

Check #: 58601 Check date: 1/18/2024
 13832863 11/28/2023
 01-11-7111 Advertising and Legal Notices

13832863 / 16689262 / 12752795 LEGAL N

	8.57		
Invoice Total	8.57	8.57	
Check Total	8.57	8.57	
Total	8.57	8.57	

Total number of payments: 1

Texas Child Support SDU

eCheck #: N/A Check date: 1/17/2024
 PY1182024 1/18/2024
 01-2125 Child Support Payable

Obligor: James E FletcherObligee: Case #: F

	327.23		
Invoice Total	327.23	327.23	
Check Total	327.23	327.23	

eCheck #: N/A Check date: 1/17/2024
 PY1182024 1/18/2024
 01-2125 Child Support Payable

Obligor: Errod ClaytonObligee: Case #: Pay

	96.00		
Invoice Total	96.00	96.00	
Check Total	96.00	96.00	

eCheck #: N/A Check date: 1/17/2024
 PY1182024 1/18/2024
 01-2125 Child Support Payable

Obligor: Darritt J CrathersObligee: Case #: I

	207.69		
Invoice Total	207.69	207.69	
Check Total	207.69	207.69	

eCheck #: N/A
 PY1182024
 02-2125

Check date: 1/17/2024
 1/18/2024
 Child Support Payable

Obligor: Benny S HunnObligee: Case #: Pay

	230.77	
Invoice Total	230.77	230.77
Check Total	230.77	230.77

eCheck #: N/A
 PY212024
 01-2125

Check date: 1/30/2024
 2/1/2024
 Child Support Payable

Obligor: James E FletcherObligee: Case #: F

	327.23	
Invoice Total	327.23	327.23
Check Total	327.23	327.23

eCheck #: N/A
 PY212024
 01-2125

Check date: 1/30/2024
 2/1/2024
 Child Support Payable

Obligor: Errod ClaytonObligee: Case #: Pay

	96.00	
Invoice Total	96.00	96.00
Check Total	96.00	96.00

eCheck #: N/A
 PY212024
 01-2125

Check date: 1/30/2024
 2/1/2024
 Child Support Payable

Obligor: Darritt J CrathersObligee: Case #: I

	207.69	
Invoice Total	207.69	207.69
Check Total	207.69	207.69

eCheck #: N/A
 PY212024
 02-2125

Check date: 1/30/2024
 2/1/2024
 Child Support Payable

Obligor: Benny S HunnObligee: Case #: Pay

	230.77	
Invoice Total	230.77	230.77
Check Total	230.77	230.77

Total number of payments: 8

Total	1,723.38	1,723.38
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TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

Check #: 58602
 JANUARY 2024
 01-11-7031

Check date: 1/18/2024
 1/1/2024
 Workers Comp

JANUARY 2024 WORKERS COMP

	5,510.96	
Invoice Total	5,510.96	5,510.96
Check Total	5,510.96	5,510.96

Total number of payments: 1

Total	5,510.96	5,510.96
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Texas Municipal Power Agency

Check #: 58603
0000024154
02-70-8751

Check date: 1/18/2024
12/31/2023
Purchased Power

0000024154 TCOS DECEMBER 2023

	102.50	
Invoice Total	<u>102.50</u>	<u>102.50</u>
Check Total	<u>102.50</u>	<u>102.50</u>
Total	102.50	102.50

Total number of payments: 1

Texas Rural Water Association

Check #: 58570
2024
02-80-7951

Check date: 1/4/2024
12/18/2023
Dues and Membership Fees

2024 MEMBERSHIP DUES

	1,985.00	
Invoice Total	<u>1,985.00</u>	<u>1,985.00</u>
Check Total	<u>1,985.00</u>	<u>1,985.00</u>
Total	1,985.00	1,985.00

Total number of payments: 1

Texas Workforce Commission Unemployment Tax

Check #: 58608
PY1182024
01-2110
02-2110

Check date: 1/18/2024
1/18/2024
TWC
State Unemployment Taxes Payable
State Unemployment Taxes Payable

	65.22	
	5.46	
Invoice Total	<u>70.68</u>	<u>70.68</u>
Check Total	<u>70.68</u>	<u>70.68</u>
Total	70.68	70.68

Total number of payments: 1

THE DAVEY TREE EXPERT COMPANY

Check #: 58619
918243234
02-80-7651

Check date: 1/25/2024
12/26/2023
Contract Services-Regularly Scheduled

8247265 / 918243234 CONTRACT# 473591

	54,000.00	
Invoice Total	<u>54,000.00</u>	<u>54,000.00</u>
Check Total	<u>54,000.00</u>	<u>54,000.00</u>
Total	54,000.00	54,000.00

Total number of payments: 1

Thomson Reuters-West

Check #: 58604
849576324
01-11-7111

Check date: 1/18/2024
1/1/2024
Advertising and Legal Notices

849576324-JANUARY 2024 SUBSCRIPTION

20.34

			Invoice Total	<u>20.34</u>	<u>20.34</u>
			Check Total	<u>20.34</u>	<u>20.34</u>
Total number of payments: 1			Total	20.34	20.34

TMCA - CAPITAL CHAPTER

Check #: 58571
000013
01-11-7951

Check date: 1/4/2024
12/22/2023
Dues and Membership Fees

#000013 2024 MEMBERSHIP DUES - BREND

		30.00		
		Invoice Total	<u>30.00</u>	<u>30.00</u>
		Check Total	<u>30.00</u>	<u>30.00</u>
Total number of payments: 1		Total	30.00	30.00

TML Health Benefits Pool

Check #: 58609
PY1182024
01-2140
02-2140

Check date: 1/18/2024
1/18/2024
Health Insurance Payable
Health Insurance Payable

Health-Employer

		4,611.64		
		419.24		
		Invoice Total	<u>5,030.88</u>	<u>5,030.88</u>

PY1182024
01-2140

1/18/2024
Health Insurance Payable

Health-Employee

		1,288.89		
		Invoice Total	<u>1,288.89</u>	<u>1,288.89</u>
		Check Total	<u>6,319.77</u>	<u>6,319.77</u>
Total number of payments: 1		Total	6,319.77	6,319.77

TMRS- Texas Municipal Retirement System

eCheck #: N/A
PY1182024
01-2120
02-2120

Check date: 1/17/2024
1/18/2024
Retirement Plan Payable
Retirement Plan Payable

TMRS-Employee

		1,810.32		
		152.88		
		Invoice Total	<u>1,963.20</u>	<u>1,963.20</u>
		Check Total	<u>1,963.20</u>	<u>1,963.20</u>

eCheck #: N/A
PY1182024
01-2120
02-2120

Check date: 1/17/2024
1/18/2024
Retirement Plan Payable
Retirement Plan Payable

TMRS-Employer

		3,183.58		
		268.85		
		Invoice Total	<u>3,452.43</u>	<u>3,452.43</u>

eCheck #: N/A PY212024 01-2120 02-2120	Check date: 1/30/2024 2/1/2024 Retirement Plan Payable Retirement Plan Payable	TMRS-Employee	Check Total	3,452.43	3,452.43
				1,715.01	
				152.88	
			Invoice Total	1,867.89	1,867.89
			Check Total	1,867.89	1,867.89
eCheck #: N/A PY212024 01-2120 02-2120	Check date: 1/30/2024 2/1/2024 Retirement Plan Payable Retirement Plan Payable	TMRS-Employer		3,016.00	
				268.85	
			Invoice Total	3,284.85	3,284.85
			Check Total	3,284.85	3,284.85
Total number of payments: 4			Total	10,568.37	10,568.37

True.org Cloud Check #: 58620 7562E6DC-0001 01-11-8951	Check date: 1/25/2024 1/10/2024 Software Maintenance Agreements	MICROSOFT 365 BUSINESS PREMIUM # 756		5,280.00	
			Invoice Total	5,280.00	5,280.00
			Check Total	5,280.00	5,280.00
Total number of payments: 1			Total	5,280.00	5,280.00

Unifirst Corporation Check #: 58605 1637617 DEC 2023 02-80-9301	Check date: 1/18/2024 12/31/2023 Uniform Expense	1637617 - UNIFORMS, RUGS AND MOPS - D		354.36	
			Invoice Total	354.36	354.36
			Check Total	354.36	354.36
Total number of payments: 1			Total	354.36	354.36

USIO OUTPUT SOLUTIONS Check #: 58621 31280 01-11-8701	Check date: 1/25/2024 12/31/2023 Postage Fees & Subscriptions	#31280 Usio Postage		344.55	
			Invoice Total	344.55	344.55

	Check Total	<u>344.55</u>	<u>344.55</u>
Total number of payments: 1	Total	344.55	344.55

USIO OUTPUT SOLUTIONS, INC

Check #: 58622	Check date: 1/25/2024	
0016300	12/31/2023	#0016300 USIO POSTAGE
01-11-8701	Postage Fees & Subscriptions	

	486.44		
Invoice Total	<u>486.44</u>	<u>486.44</u>	
Check Total	<u>486.44</u>	<u>486.44</u>	
Total	486.44	486.44	

Total number of payments: 1

WETT - Wind Energy Transmission Of Texas, Llc

Check #: 58572	Check date: 1/4/2024	
10040040	12/27/2023	#10040040-TCOS DECEMBER 2023
02-70-8751	Purchased Power	

	308.12		
Invoice Total	<u>308.12</u>	<u>308.12</u>	
Check Total	<u>308.12</u>	<u>308.12</u>	
Total	308.12	308.12	

Total number of payments: 1

Wex Bank-Exxon

eCheck #: N/A	Check date: 1/18/2024	
94117942	12/31/2023	94117942 / FUEL CREDIT CHARGES DECEMBER
01-13-8101	Fuel & Oil	
01-14-8101	Fuel & Oil	
02-80-8101	Fuel and Oil	

	277.44		
	185.49		
	2,077.18		
Invoice Total	<u>2,540.11</u>	<u>2,540.11</u>	
Check Total	<u>2,540.11</u>	<u>2,540.11</u>	
Total	2,540.11	2,540.11	

Total number of payments: 1

Wood County Electric Coop

Check #: 58606	Check date: 1/18/2024	
14302264	12/26/2023	4302264 / 002167 TCOS 2023
02-70-8751	Purchased Power	

	5.00		
Invoice Total	<u>5.00</u>	<u>5.00</u>	
Check Total	<u>5.00</u>	<u>5.00</u>	
Total	5.00	5.00	

Total number of payments: 1

WSC Energy
eCheck #: N/A
EW730014696589
02-70-8751

Check date: 1/18/2024
1/16/2024
Purchased Power

EW730014696589 / 003720 PURCHASED PC

	30,051.60	
Invoice Total	<u>30,051.60</u>	<u>30,051.60</u>
Check Total	<u>30,051.60</u>	<u>30,051.60</u>
Total	30,051.60	30,051.60

Total number of payments: 1

Xerox Corporation
Check #: 58607
020429800
01-11-8701

Check date: 1/18/2024
1/1/2024
Postage Fees & Subscriptions

705067072 / 020429800 COLOR COPIER - C

	293.46	
Invoice Total	<u>293.46</u>	<u>293.46</u>
Check Total	<u>293.46</u>	<u>293.46</u>
Total	293.46	293.46

Total number of payments: 1

Grand Total	<u><u>257,327.99</u></u>	<u><u>257,327.99</u></u>
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City of Bartlett
Council Report
Check Date: 1/1/2024 to 1/31/2024

2/2/2024 9:29:51 AM

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
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\$257327.99

02 - Utilities Account

Sewer

1/4/2024	SCOTTY DOTSON	02-81-8051	Equipment Maintenance	196296 EVIE STREET PUMP STATION REPAIRS	\$775.00
1/18/2024	ATS	02-81-8601	Permit Fees	#453403-RESIDENTIAL PLAN REVIEW 601 W. AISNE	\$75.00
1/18/2024	ATS	02-81-8601	Permit Fees	453009* RESIDENTIAL PLAN REVIEW 731 W. AISNE	\$75.00
1/18/2024	ATS	02-81-8601	Permit Fees	#459571- INSPECTIONS	\$1,215.00
1/18/2024	DIEGO FERNANDEZ	02-81-8601	Permit Fees	PERMIT REFUND: 493 W. BROOK STREET	\$200.00
1/18/2024	ATS	02-81-8601	Permit Fees	RESIDENTIAL PLAN REVIEW: 330 N BOWIE	\$125.00
1/18/2024	Environmental Monitoring Laboratory, Llc	02-81-9451	Sample Analysis	# 23120027 DECEMBER 2023 WASTEWATER TESTING	\$539.68
1/24/2024	Cadence Bank Asset Mgmt & Trust	02-81-8111	Grant Programs - City's Portion	#75-0434-01-1 / #5027925 Escrow Agent Account	\$1,000.00
Total					\$4,004.68

Water

1/4/2024	Caterpillar Financial Services	02-80-7401	Capital Expenditures	2172458 / 34775306 CONTRACT # 001-70002879 BACHKOE	\$1,116.02
1/4/2024	Texas Rural Water Association	02-80-7951	Dues and Membership Fees	2024 MEMBERSHIP DUES	\$1,985.00
1/4/2024	MRB GROUP	02-80-7654	Engineering Services	000000053449 - BARTLETT CITY WATER SYSTEM UPGRADES	\$7,197.00
1/4/2024	MRB GROUP	02-80-7654	Engineering Services	000000053448 BARLETT CITY GENERAL ENGINEERING SERVICES	\$7,757.17
1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2015 FORD DIESEL PICKUP	\$7.50
1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2012 FORK DIESEL PICKUP	\$7.50
1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2013 CHEVROLET PICKUP	\$7.50

1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2013 CHEVROLET PICKUP	\$7.50
1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2008 FORD DIESEL	\$7.50
1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2006 INTERNATIONAL DIESEL TTTTF	\$402.15
1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2015 FORD DIESEL PICKUP	\$7.50
1/9/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	REGISTRATION: 2011 FORD 4D	\$7.50
1/12/2024	MRB GROUP	02-80-7654	Engineering Services	000000053475 - 0213.23002.000 BARTLETT ELEMENTARY SAFE ROUTES	\$37,290.00
1/18/2024	AT&T	02-80-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$120.59
1/18/2024	Unifirst Corporation	02-80-9301	Uniform Expense	1637617 - UNIFORMS, RUGS AND MOPS - DECEMBER 2023	\$354.36
1/18/2024	Wex Bank-Exxon	02-80-8101	Fuel and Oil	94117942 / FUEL CREDIT CHARGES DECEMBER 2023	\$2,077.18
1/18/2024	Bartlett Red & White	02-80-9101	Operating Supplies - Not Office	DECEMBER 2023 CREDIT CHARGES	\$86.39
1/18/2024	Ready Refresh	02-80-9101	Operating Supplies - Not Office	0125962993 Wastewater Plant-Bottled Water	\$8.39
1/25/2024	Steglich Feed And Farm Supply, Inc	02-80-9101	Operating Supplies - Not Office	DEC 2023 CREDIT CHARGES	\$91.07
1/25/2024	City Of Round Rock Environmental Services	02-80-9451	Sample Analysis	4-1223 - BACTERIOLOGICAL TESTING	\$100.00
1/25/2024	THE DAVEY TREE EXPERT COMPANY	02-80-7651	Contract Services- Regularly Scheduled	8247265 / 918243234 CONTRACT# 47359149	\$54,000.00
Total					\$112,637.82

Electric

1/4/2024	Floresville Electric Light & Power System	02-70-8751	Purchased Power	3990144 TCOS DECEMBER 2023	\$1.52
1/4/2024	Brazos Electric Cooperative	02-70-8751	Purchased Power	RI 50393 001 NOVEMBER 2023 TCOS	\$444.87
1/4/2024	Brazos Electric Cooperative	02-70-8751	Purchased Power	50471 RI 001 TCOS NOVEMBER 2023	\$1,616.84

1/4/2024	WETT - Wind Energy Transmission Of Texas, Llc	02-70-8751	Purchased Power	#10040040-TCOS DECEMBER 2023	\$308.12
1/4/2024	Golden Spread Electric Cooperative, Inc	02-70-8751	Purchased Power	TCOS-23-1202 TCOS JANUARY THRU DECEMBER 2023 DOCKET 54507	\$298.74
1/18/2024	ETT - Electric Transmission Texas, Llc	02-70-8751	Purchased Power	374-21472109 TCOS DECEMBER 2023	\$1,047.67
1/18/2024	AEP-AMERICAN ELECTRIC POWER	02-70-8751	Purchased Power	169-21472024 DECEMBER 2023 TCOS	\$2,084.83
1/18/2024	Sharyland Utilities, Lp	02-70-8751	Purchased Power	#5000512 / 1800000671 TCOS DECEMBER 2023 DOCKET 54507	\$132.62
1/18/2024	Lcra-(Lower Colorado River Authority)	02-70-8751	Purchased Power	TCOS0011558 - DECEMBER 2023 TCOS	\$2,031.91
1/18/2024	CPS Energy	02-70-8751	Purchased Power	7000248212 / 301003094503 TCOS NOV 2023	\$747.51
1/18/2024	Rayburn Electric Coop	02-70-8751	Purchased Power	2023-4785 DECEMBER 2023 TCOS	\$186.57
1/18/2024	WSC Energy	02-70-8751	Purchased Power	EW730014696589 / 003720 PURCHASED POWER	\$30,051.60
1/18/2024	Texas Municipal Power Agency	02-70-8751	Purchased Power	0000024154 TCOS DECEMBER 2023	\$102.50
1/18/2024	Wood County Electric Coop	02-70-8751	Purchased Power	4302264 / 002167 TCOS 2023	\$5.00
1/18/2024	Lone Star Transmission, Llc	02-70-8751	Purchased Power	#3000158625/1800113177 DECEMBER 2023 TCOS	\$319.82
1/25/2024	BEC-Bartlett Electric Cooperative	02-70-8751	Purchased Power	#12059001 YARDLIGHT POLE # 112295	\$13.70
1/25/2024	BEC-Bartlett Electric Cooperative	02-70-8751	Purchased Power	#12059002 SEWER PLANT 3 PHASE	\$923.16
1/25/2024	BEC-Bartlett Electric Cooperative	02-70-8751	Purchased Power	#12059003 SEWER PLANT EMERGENCY 3 PHASE	\$75.78
1/25/2024	BEC-Bartlett Electric Cooperative	02-70-8751	Purchased Power	#12059005 BARTLETT BALLFIELD & YARDLIGHT 3 PHASE	\$306.90
1/25/2024	Brazos Electric Cooperative	02-70-8751	Purchased Power	RI 50513 001 - DECEMBER 2023	\$444.87
Total					\$41,144.53

Non-Departmental

1/12/2024	PATRICIA WILLIAMSON	02-2005	Utility Customer Deposits	DEPOSIT REFUND: 440 E. DAVILLA	\$200.00
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1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employer 1/16/2024	\$13.69
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employer 1/16/2024	\$3.20
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employee 1/16/2024	\$13.69
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employee 1/16/2024	\$3.20
1/17/2024	Texas Child Support SDU	02-2125	Child Support Payable	Child Support-TX 1/16/2024	\$230.77
1/18/2024	TML Health Benefits Pool	02-2140	Health Insurance Payable	Health-Employer 1/16/2024	\$419.24
1/17/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employer 1/16/2024	\$268.85
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employer 1/16/2024	\$135.41
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employer 1/16/2024	\$31.67
1/18/2024	Texas Workforce Commission Unemployment Tax	02-2110	State Unemployment Taxes Payable	TWC 1/16/2024	\$5.46
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Federal Tax 1/16/2024	\$207.12
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employee 1/16/2024	\$135.41
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employee 1/16/2024	\$31.67
1/17/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employee 1/16/2024	\$152.88
1/18/2024	KRIS LAND	02-2005	Utility Customer Deposits	#05-10167-01 DEPOSIT REFUND: 100 N DALTON	\$250.00
1/18/2024	State Comptroller	02-2010	Sales Tax Payable	QTR ENDING 12/31/23 MUNICIPAL COURT	\$7,205.25
1/30/2024	Texas Child Support SDU	02-2125	Child Support Payable	Child Support-TX 1/30/2024	\$230.77
1/30/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employer 1/30/2024	\$268.85
1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employer 1/30/2024	\$135.41
1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employer 1/30/2024	\$31.67
1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Federal Tax 1/30/2024	\$207.12
1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employee	\$135.41

1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	1/30/2024 Medicare-Employee 1/30/2024	\$31.67
1/30/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employee 1/30/2024	\$152.88
Total					\$10,501.29

Garbage

1/18/2024	Al Clawson Disposal, Inc	02-84-7652	Contract Services-Solid Waste Collection	656037 DECEMBER 2023 DAILY RENTAL	\$186.00
1/18/2024	Al Clawson Disposal, Inc	02-84-7652	Contract Services-Solid Waste Collection	#656094 / 01-1507580 DAILY RENTAL DECEMBER	\$93.00
1/18/2024	Al Clawson Disposal, Inc	02-84-7652	Contract Services-Solid Waste Collection	656232 - JANUARY 2024 - DISPOSAL SERVICE	\$12,395.92
Total					\$12,674.92

01 - General Fund

Fire

1/4/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	64690489 - MASKS AND NASAL CANNULA - FIRE DEPT	\$20.16
1/4/2024	Airgas Usa, Llc	01-14-8451	Medical Supplies	2289224 / 9145015406 OXYGEN- FIRE DEPT	\$448.90
1/4/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	64690490 CARTRIDGE PAD FIRE DEPT MEDICAL SUPPLIES	\$370.54
1/18/2024	AT&T	01-14-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$139.21
1/18/2024	Wex Bank-Exxon	01-14-8101	Fuel & Oil	94117942 / FUEL CREDIT CHARGES DECEMBER 2023	\$185.49
1/18/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	#1633626 / 41146670 FIRE DEPT MEDICAL SUPPLIES	\$11.30
1/18/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	1633626 / 41267972 FIRE DEPT MEDICAL SUPPLIES	\$338.32
Total					\$1,513.92

Administration

1/4/2024	TMCA - CAPITAL CHAPTER	01-11-7951	Dues and Membership Fees	#000013 2024 MEMBERSHIP DUES - BRENDA KELLEY	\$30.00
1/4/2024	FAST, Inc	01-11-8951	Software Maintenance Agreements	24-1001 AGREEMENT ANNUAL SUBSCRIPTIONS-GL,AP,PR, CR ONLINE PAYMENTS DOCKET # 084305	\$15,411.40
1/4/2024	Railroad Commission Of Texas	01-11-6113	Franchise Fees		\$4,000.00
1/4/2024	Alice Nira	01-11-8701	Postage Fees & Subscriptions	POSTAGE FOR WORK LETTERS (STAMPS)	\$3.15
1/4/2024	STEPHAN PUSTEJOVSKY	01-11-8701	Postage Fees & Subscriptions	POSTAGE REIMBURSEMENT: CERTIFIED LETTER TO TCEQ	\$8.56
1/12/2024	Donald L. Allman, CPA, PC	01-11-8402	Accounting Audit Expenses	AUDIT FOR 2023	\$4,000.00
1/18/2024	AT&T	01-11-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$872.30
1/18/2024	TEMPLE DAILY TELEGRAM	01-11-7111	Advertising and Legal Notices	13832863 / 16689262 / 12752795 LEGAL NOTICE	\$8.57
1/18/2024	Xerox Corporation	01-11-8701	Postage Fees & Subscriptions	705067072 / 020429800 COLOR COPIER - CITY HALL	\$293.46
1/18/2024	Thomson Reuters-West	01-11-7111	Advertising and Legal Notices	849576324-JANUARY 2024 SUBSCRIPTION	\$20.34

1/18/2024	DANIEL BLANE	01-11-6101	Building Permits	REFUND: PERMIT FEE	\$100.00
1/18/2024	TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL	01-11-7031	Workers Comp	JANUARY 2024 WORKERS COMP	\$5,510.96
1/24/2024	Greg Willis	01-11-8851	Facility Maintenance	REPAIRS ON CITY HALL AC/HEATING UNITS IN TOWN HALL	\$500.00
1/24/2024	Central Texas Heating & Air Conditioning, Llc	01-11-8851	Facility Maintenance	#20240003 REPLACEMENT OF INDOOR BLOWER MOTOR OEM GOODMAN X13	\$825.00
1/25/2024	FAST, Inc	01-11-8951	Software Maintenance Agreements	#24-1032 Permits Annual Subscription	\$3,250.00
1/25/2024	USIO OUTPUT SOLUTIONS, INC	01-11-8701	Postage Fees & Subscriptions	#0016300 USIO POSTAGE	\$486.44
1/25/2024	USIO OUTPUT SOLUTIONS	01-11-8701	Postage Fees & Subscriptions	#31280 Usio Postage	\$344.55
1/25/2024	True.org Cloud	01-11-8951	Software Maintenance Agreements	MICROSOFT 365 BUSINESS PREMIUM # 7562E6DC-0001	\$5,280.00
Total					\$40,944.73

Baseball Complex

1/4/2024	Bobby Lee Bartlett	01-20-7651	Contract Services	302197 CEMETARY LAWNCARE	\$1,300.00
1/18/2024	Jarrell-Schwertner Water Supply, Corp	01-20-9351	Purchased Water	#610 - CEMETARY WATER	\$59.30
Total					\$1,359.30

Non-Departmental

1/17/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 1/16/2024	\$207.69
1/17/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX2, Child Support-TX 1/16/2024	\$327.23
1/17/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 1/16/2024	\$96.00
1/18/2024	TML Health Benefits Pool	01-2140	Health Insurance Payable	Health-Employee 1/16/2024	\$1,288.89
1/18/2024	TML Health Benefits Pool	01-2140	Health Insurance Payable	Health-Employer 1/16/2024	\$4,611.64
1/17/2024	TMRS- Texas Municipal Retirement System	01-2120	Retirement Plan Payable	TMRS-Employer 1/16/2024	\$3,183.58

1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employer 1/16/2024	\$1,617.76
1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employer 1/16/2024	\$378.35
1/18/2024	Texas Workforce Commission	01-2110	State Unemployment Taxes Payable	TWC 1/16/2024	\$65.22
1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Federal Tax 1/16/2024	\$2,000.88
1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employee 1/16/2024	\$1,617.76
1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employee 1/16/2024	\$378.35
1/17/2024	TMRS- Texas Municipal Retirement System	01-2120	Retirement Plan Payable	TMRS-Employee 1/16/2024	\$1,810.32
1/30/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 1/30/2024	\$207.69
1/30/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX2, Child Support- TX 1/30/2024	\$327.23
1/30/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 1/30/2024	\$96.00
1/30/2024	TMRS- Texas Municipal Retirement System	01-2120	Retirement Plan Payable	TMRS-Employer 1/30/2024	\$3,016.00
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employer 1/30/2024	\$1,533.34
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employer 1/30/2024	\$358.60
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Federal Tax 1/30/2024	\$1,862.78
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employee 1/30/2024	\$1,533.34
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employee 1/30/2024	\$358.60
1/30/2024	TMRS- Texas Municipal Retirement System	01-2120	Retirement Plan Payable	TMRS-Employee 1/30/2024	\$1,715.01

Total \$28,592.26

Library

1/18/2024	Philip Weaver	01-18-8851	Facility Maintenance	Reimburse: Library Lock and Keys - Philip Weaver Home Depot	\$70.89
1/18/2024	AT&T	01-18-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$530.82

						Total	\$601.71
Police							
1/18/2024	AT&T	01-13-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023		\$317.74	
1/18/2024	At&T U-Verse	01-13-9151	Telephone & Internet Services	132208488 POLICE DEPT UVERSE		\$101.43	
1/18/2024	Wex Bank-Exxon	01-13-8101	Fuel & Oil	94117942 / FUEL CREDIT CHARGES DECEMBER 2023		\$277.44	
1/18/2024	Kologik	01-13-8951	Software Maintenance Agreements	12787 - Police Dept - Software COPsync License		\$2,108.37	
						Total	\$2,804.98
City Park #1							
1/18/2024	AT&T	01-15-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023		\$61.85	
						Total	\$61.85
Municipal Court							
1/18/2024	OMNIBASE SERVICES OF TEXAS, LP	01-12-7801	Court Costs, Fines, & Fees	#423-101014 OMNI REPORTING-MUNICIPAL COURT		\$36.00	
1/25/2024	COMMUNICATIONS BY HAND, LLC	01-12-9251	Travel Expense	#231216BART COURT INTERPRETOR 11/21/23 STACEY PEDERSON		\$450.00	
						Total	\$486.00

City of Bartlett
Council Report
Check Date: 1/1/2024 to 1/31/2024

2/1/2024 9:01:36 AM

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
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4,004.68+
112,637.82+
41,144.53+
10,501.29+
12,674.92+
1,513.92+
40,944.73+
1,359.30+
28,592.26+
601.71+
2,804.98+
61.85+
486.00+
257,327.99*

02 - Utilities Account

Sewer

1/4/2024	SCOTTY DOTSON	02-81-8051	Equipment Maintenance	196296 EVIE STREET PUMP STATION REPAIRS	\$775.00
1/18/2024	ATS	02-81-8601	Permit Fees	#453403-RESIDENTIAL PLAN REVIEW 601 W. AISNE	\$75.00
1/18/2024	ATS	02-81-8601	Permit Fees	453009* RESIDENTIAL PLAN REVIEW 731 W. AISNE	\$75.00
1/18/2024	ATS	02-81-8601	Permit Fees	#459571- INSPECTIONS	\$1,215.00
1/18/2024	DIEGO FERNANDEZ	02-81-8601	Permit Fees	PERMIT REFUND: 493 W. BROOK STREET	\$200.00
1/18/2024	ATS	02-81-8601	Permit Fees	RESIDENTIAL PLAN REVIEW: 330 N BOWIE	\$125.00
1/18/2024	Environmental Monitoring Laboratory, Llc	02-81-9451	Sample Analysis	# 23120027 DECEMBER 2023 WASTEWATER TESTING	\$539.68
1/24/2024	Cadence Bank Asset Mgmt & Trust	02-81-8111	Grant Programs - City's Portion	#75-0434-01-1 / #5027925 Escrow Agent Account	\$1,000.00

Total \$4,004.68

Water

1/4/2024	Caterpillar Financial Services	02-80-7401	Capital Expenditures	2172458 / 34775306 CONTRACT # 001-70002879 BACHKOE	\$1,116.02
1/4/2024	Texas Rural Water Association	02-80-7951	Dues and Membership Fees	2024 MEMBERSHIP DUES	\$1,985.00
1/4/2024	MRB GROUP	02-80-7654	Engineering Services	000000053449 - BARTLETT CITY WATER SYSTEM UPGRADES	\$7,197.00
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1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2008 FORD DIESEL	\$7.50
1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2006 INTERNATIONAL DIESEL TTTTF	\$402.15
1/8/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	2015 FORD DIESEL PICKUP	\$7.50
1/9/2024	BELL COUNTY TAX ASSESSOR - SHAY LUEDEKE	02-80-9401	Vehicle Maintenance	REGISTRATION: 2011 FORD 4D	\$7.50
1/12/2024	MRB GROUP	02-80-7654	Engineering Services	000000053475 - 0213.23002.000 BARTLETT ELEMENTARY SAFE ROUTES	\$37,290.00
1/18/2024	AT&T	02-80-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$120.59
1/18/2024	Unifirst Corporation	02-80-9301	Uniform Expense	1637617 - UNIFORMS, RUGS AND MOPS - DECEMBER 2023	\$354.36
1/18/2024	Wex Bank-Exxon	02-80-8101	Fuel and Oil	94117942 / FUEL CREDIT CHARGES DECEMBER 2023	\$2,077.18
1/18/2024	Bartlett Red & White	02-80-9101	Operating Supplies - Not Office	DECEMBER 2023 CREDIT CHARGES	\$86.39
1/18/2024	Ready Refresh	02-80-9101	Operating Supplies - Not Office	0125962993 Wastewater Plant-Bottled Water	\$8.39
1/25/2024	Steglich Feed And Farm Supply, Inc	02-80-9101	Operating Supplies - Not Office	DEC 2023 CREDIT CHARGES	\$91.07
1/25/2024	City Of Round Rock Environmental Services	02-80-9451	Sample Analysis	4-1223 - BACTERIOLOGICAL TESTING	\$100.00
1/25/2024	THE DAVEY TREE EXPERT COMPANY	02-80-7651	Contract Services- Regularly Scheduled	8247265 / 918243234 CONTRACT# 47359149	\$54,000.00
Total					\$112,637.82

Electric

1/4/2024	Floresville Electric Light & Power System	02-70-8751	Purchased Power	3990144 TCOS DECEMBER 2023	\$1.52
1/4/2024	Brazos Electric Cooperative	02-70-8751	Purchased Power	RI 50393 001 NOVEMBER 2023 TCOS	\$444.87
1/4/2024	Brazos Electric Cooperative	02-70-8751	Purchased Power	50471 RI 001 TCOS NOVEMBER 2023	\$1,616.84

1/4/2024	WETT - Wind Energy Transmission Of Texas, Llc	02-70-8751	Purchased Power	#10040040-TCOS DECEMBER 2023	\$308.12
1/4/2024	Golden Spread Electric Cooperative, Inc	02-70-8751	Purchased Power	TCOS-23-1202 TCOS JANUARY THRU DECEMBER 2023 DOCKET 54507	\$298.74
1/18/2024	ETT - Electric Transmission Texas, Llc	02-70-8751	Purchased Power	374-21472109 TCOS DECEMBER 2023	\$1,047.67
1/18/2024	AEP-AMERICAN ELECTRIC POWER	02-70-8751	Purchased Power	169-21472024 DECEMBER 2023 TCOS	\$2,084.83
1/18/2024	Sharyland Utilities, Lp	02-70-8751	Purchased Power	#5000512 / 1800000671 TCOS DECEMBER 2023 DOCKET 54507	\$132.62
1/18/2024	Lcra-(Lower Colorado River Authority)	02-70-8751	Purchased Power	TCOS0011558 - DECEMBER 2023 TCOS	\$2,031.91
1/18/2024	CPS Energy	02-70-8751	Purchased Power	7000248212 / 301003094503 TCOS NOV 2023	\$747.51
1/18/2024	Rayburn Electric Coop	02-70-8751	Purchased Power	2023-4785 DECEMBER 2023 TCOS	\$186.57
1/18/2024	WSC Energy	02-70-8751	Purchased Power	EW730014696589 / 003720 PURCHASED POWER	\$30,051.60
1/18/2024	Texas Municipal Power Agency	02-70-8751	Purchased Power	0000024154 TCOS DECEMBER 2023	\$102.50
1/18/2024	Wood County Electric Coop	02-70-8751	Purchased Power	4302264 / 002167 TCOS 2023	\$5.00
1/18/2024	Lone Star Transmission, Llc	02-70-8751	Purchased Power	#3000158625/1800113177 DECEMBER 2023 TCOS	\$319.82
1/25/2024	BEC-Bartlett Electric Cooperative	02-70-8751	Purchased Power	#12059001 YARDLIGHT POLE # 112295	\$13.70
1/25/2024	BEC-Bartlett Electric Cooperative	02-70-8751	Purchased Power	#12059002 SEWER PLANT 3 PHASE	\$923.16
1/25/2024	BEC-Bartlett Electric Cooperative	02-70-8751	Purchased Power	#12059003 SEWER PLANT EMERGENCY 3 PHASE	\$75.78
1/25/2024	BEC-Bartlett Electric Cooperative	02-70-8751	Purchased Power	#12059005 BARTLETT BALLFIELD & YARDLIGHT 3 PHASE	\$306.90
1/25/2024	Brazos Electric Cooperative	02-70-8751	Purchased Power	RI 50513 001 - DECEMBER 2023	\$444.87

Total \$41,144.53

Non-Departmental

1/12/2024	PATRICIA WILLIAMSON	02-2005	Utility Customer Deposits	DEPOSIT REFUND: 440 E. DAVILLA	\$200.00
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1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employer 1/16/2024	\$13.69
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employer 1/16/2024	\$3.20
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employee 1/16/2024	\$13.69
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employee 1/16/2024	\$3.20
1/17/2024	Texas Child Support SDU	02-2125	Child Support Payable	Child Support-TX 1/16/2024	\$230.77
1/18/2024	TML Health Benefits Pool	02-2140	Health Insurance Payable	Health-Employer 1/16/2024	\$419.24
1/17/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employer 1/16/2024	\$268.85
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employer 1/16/2024	\$135.41
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employer 1/16/2024	\$31.67
1/18/2024	Texas Workforce Commission Unemployment Tax	02-2110	State Unemployment Taxes Payable	TWC 1/16/2024	\$5.46
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Federal Tax 1/16/2024	\$207.12
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employee 1/16/2024	\$135.41
1/17/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employee 1/16/2024	\$31.67
1/17/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employee 1/16/2024	\$152.88
1/18/2024	KRIS LAND	02-2005	Utility Customer Deposits	#05-10167-01 DEPOSIT REFUND: 100 N DALTON	\$250.00
1/18/2024	State Comptroller	02-2010	Sales Tax Payable	QTR ENDING 12/31/23 MUNICIPAL COURT	\$7,205.25
1/30/2024	Texas Child Support SDU	02-2125	Child Support Payable	Child Support-TX 1/30/2024	\$230.77
1/30/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employer 1/30/2024	\$268.85
1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employer 1/30/2024	\$135.41
1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employer 1/30/2024	\$31.67
1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Federal Tax 1/30/2024	\$207.12
1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employee	\$135.41

1/30/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	1/30/2024 Medicare-Employee 1/30/2024	\$31.67
1/30/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employee 1/30/2024	\$152.88
Total					\$10,501.29

Garbage

1/18/2024	AI Clawson Disposal, Inc	02-84-7652	Contract Services-Solid Waste Collection	656037 DECEMBER 2023 DAILY RENTAL	\$186.00
1/18/2024	AI Clawson Disposal, Inc	02-84-7652	Contract Services-Solid Waste Collection	#656094 / 01-1507580 DAILY RENTAL DECEMBER	\$93.00
1/18/2024	AI Clawson Disposal, Inc	02-84-7652	Contract Services-Solid Waste Collection	656232 - JANUARY 2024 - DISPOSAL SERVICE	\$12,395.92
Total					\$12,674.92

01 - General Fund

Fire

1/4/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	64690489 - MASKS AND NASAL CANNULA - FIRE DEPT	\$20.16
1/4/2024	Airgas Usa, Llc	01-14-8451	Medical Supplies	2289224 / 9145015406 OXYGEN- FIRE DEPT	\$448.90
1/4/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	64690490 CARTRIDGE PAD FIRE DEPT MEDICAL SUPPLIES	\$370.54
1/18/2024	AT&T	01-14-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$139.21
1/18/2024	Wex Bank-Exxon	01-14-8101	Fuel & Oil	94117942 / FUEL CREDIT CHARGES DECEMBER 2023	\$185.49
1/18/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	#1633626 / 41146670 FIRE DEPT MEDICAL SUPPLIES	\$11.30
1/18/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	1633626 / 41267972 FIRE DEPT MEDICAL SUPPLIES	\$338.32
Total					\$1,513.92

Administration

1/4/2024	TMCA - CAPITAL CHAPTER	01-11-7951	Dues and Membership Fees	#000013 2024 MEMBERSHIP DUES - BRENDA KELLEY	\$30.00
1/4/2024	FAST, Inc	01-11-8951	Software Maintenance Agreements	24-1001 AGREEMENT ANNUAL SUBSCRIPTIONS-GL,AP,PR, CR ONLINE PAYMENTS	\$15,411.40
1/4/2024	Railroad Commission Of Texas	01-11-6113	Franchise Fees	DOCKET # 084305	\$4,000.00
1/4/2024	Alice Nira	01-11-8701	Postage Fees & Subscriptions	POSTAGE FOR WORK LETTERS (STAMPS)	\$3.15
1/4/2024	STEPHAN PUSTEJOVSKY	01-11-8701	Postage Fees & Subscriptions	POSTAGE REIMBURSEMENT: CERTIFIED LETTER TO TCEQ	\$8.56
1/12/2024	Donald L. Allman, CPA, PC	01-11-8402	Accounting Audit Expenses	AUDIT FOR 2023	\$4,000.00
1/18/2024	AT&T	01-11-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$872.30
1/18/2024	TEMPLE DAILY TELEGRAM	01-11-7111	Advertising and Legal Notices	13832863 / 16689262 / 12752795 LEGAL NOTICE	\$8.57
1/18/2024	Xerox Corporation	01-11-8701	Postage Fees & Subscriptions	705067072 / 020429800 COLOR COPIER - CITY HALL	\$293.46
1/18/2024	Thomson Reuters-West	01-11-7111	Advertising and Legal Notices	849576324-JANUARY 2024 SUBSCRIPTION	\$20.34

1/18/2024	DANIEL BLANE	01-11-6101	Building Permits	REFUND: PERMIT FEE	\$100.00
1/18/2024	TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL	01-11-7031	Workers Comp	JANUARY 2024 WORKERS COMP	\$5,510.96
1/24/2024	Greg Willis	01-11-8851	Facility Maintenance	REPAIRS ON CITY HALL AC/HEATING UNITS IN TOWN HALL	\$500.00
1/24/2024	Central Texas Heating & Air Conditioning, Llc	01-11-8851	Facility Maintenance	#20240003 REPLACEMENT OF INDOOR BLOWER MOTOR OEM	\$825.00
1/25/2024	FAST, Inc	01-11-8951	Software Maintenance Agreements	GOODMAN X13 #24-1032 Permits Annual Subscription	\$3,250.00
1/25/2024	USIO OUTPUT SOLUTIONS, INC	01-11-8701	Postage Fees & Subscriptions	#0016300 USIO POSTAGE	\$486.44
1/25/2024	USIO OUTPUT SOLUTIONS	01-11-8701	Postage Fees & Subscriptions	#31280 Usio Postage	\$344.55
1/25/2024	True.org Cloud	01-11-8951	Software Maintenance Agreements	MICROSOFT 365 BUSINESS PREMIUM # 7562E6DC-0001	\$5,280.00
Total					\$40,944.73

Baseball Complex

1/4/2024	Bobby Lee Bartlett	01-20-7651	Contract Services	302197 CEMETARY LAWNCARE	\$1,300.00
1/18/2024	Jarrell-Schwertner Water Supply, Corp	01-20-9351	Purchased Water	#610 - CEMETARY WATER	\$59.30
Total					\$1,359.30

Non-Departmental

1/17/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 1/16/2024	\$207.69
1/17/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX2, Child Support-TX 1/16/2024	\$327.23
1/17/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 1/16/2024	\$96.00
1/18/2024	TML Health Benefits Pool	01-2140	Health Insurance Payable	Health-Employee 1/16/2024	\$1,288.89
1/18/2024	TML Health Benefits Pool	01-2140	Health Insurance Payable	Health-Employer 1/16/2024	\$4,611.64
1/17/2024	TMRS- Texas Municipal Retirement System	01-2120	Retirement Plan Payable	TMRS-Employer 1/16/2024	\$3,183.58

1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employer 1/16/2024	\$1,617.76
1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employer 1/16/2024	\$378.35
1/18/2024	Texas Workforce Commission	01-2110	State Unemployment Taxes Payable	TWC 1/16/2024	\$65.22
1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Federal Tax 1/16/2024	\$2,000.88
1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employee 1/16/2024	\$1,617.76
1/17/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employee 1/16/2024	\$378.35
1/17/2024	TMRS- Texas Municipal Retirement System	01-2120	Retirement Plan Payable	TMRS-Employee 1/16/2024	\$1,810.32
1/30/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 1/30/2024	\$207.69
1/30/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX2, Child Support- TX 1/30/2024	\$327.23
1/30/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 1/30/2024	\$96.00
1/30/2024	TMRS- Texas Municipal Retirement System	01-2120	Retirement Plan Payable	TMRS-Employer 1/30/2024	\$3,016.00
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employer 1/30/2024	\$1,533.34
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employer 1/30/2024	\$358.60
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Federal Tax 1/30/2024	\$1,862.78
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employee 1/30/2024	\$1,533.34
1/30/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employee 1/30/2024	\$358.60
1/30/2024	TMRS- Texas Municipal Retirement System	01-2120	Retirement Plan Payable	TMRS-Employee 1/30/2024	\$1,715.01

Total \$28,592.26

Library

1/18/2024	Philip Weaver	01-18-8851	Facility Maintenance	Reimburse: Library Lock and Keys - Philip Weaver Home Depot	\$70.89
1/18/2024	AT&T	01-18-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$530.82

					Total	\$601.71
Police						
	1/18/2024	AT&T	01-13-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$317.74
	1/18/2024	At&T U-Verse	01-13-9151	Telephone & Internet Services	132208488 POLICE DEPT UVERSE	\$101.43
	1/18/2024	Wex Bank-Exxon	01-13-8101	Fuel & Oil	94117942 / FUEL CREDIT CHARGES DECEMBER 2023	\$277.44
	1/18/2024	Kologik	01-13-8951	Software Maintenance Agreements	12787 - Police Dept - Software COPsync License	\$2,108.37
					Total	\$2,804.98
City Park #1						
	1/18/2024	AT&T	01-15-9151	Telephone & Internet Services	512A4470458840 DECEMBER 2023	\$61.85
					Total	\$61.85
Municipal Court						
	1/18/2024	OMNIBASE SERVICES OF TEXAS, LP	01-12-7801	Court Costs, Fines, & Fees	#423-101014 OMNI REPORTING-MUNICIPAL COURT	\$36.00
	1/25/2024	COMMUNICATIONS BY HAND, LLC	01-12-9251	Travel Expense	#231216BART COURT INTERPRETOR 11/21/23 STACEY PEDERSON	\$450.00
					Total	\$486.00
					TOTAL	\$257,327.99

City of Bartlett
 Payment Listing Report
 1/1/2024 to 1/31/2024

1/31/2024 3:32 PM

Check #	Vendor	Invoice Number	Invoice Date	Invoice Description	Invoice Amount	Payment Amount	Check Date	Payment Type
	Wex Bank-Exxon	94117942	12/31/2023	94117942 / FUEL CREDIT C	2,540.11	2,540.11	1/18/2024	BankDraftECheck
	WSC Energy	EW73001469658	1/16/2024	EW730014696589 / 00372C	30,051.60	30,051.60	1/18/2024	BankDraftECheck
	Internal Revenue Service	PY1162024	1/16/2024	Social Security-Employee	13.69	13.69	1/17/2024	BankDraftECheck
	Internal Revenue Service	PY1162024	1/16/2024	Medicare-Employer	3.20	3.20	1/17/2024	BankDraftECheck
	Internal Revenue Service	PY1162024	1/16/2024	Medicare-Employee	3.20	3.20	1/17/2024	BankDraftECheck
	Internal Revenue Service	PY1162024	1/16/2024	Social Security-Employer	13.69	13.69	1/17/2024	BankDraftECheck
	Texas Child Support SDU	PY1182024	1/18/2024	Obligor: James E FletcherOt	327.23	327.23	1/17/2024	BankDraftECheck
	Texas Child Support SDU	PY1182024	1/18/2024	Obligor: Errod ClaytonOblig	96.00	96.00	1/17/2024	BankDraftECheck
	Texas Child Support SDU	PY1182024	1/18/2024	Obligor: Darritt J CrathersO	207.69	207.69	1/17/2024	BankDraftECheck
	TMRS- Texas Municipal Re	PY1182024	1/18/2024	TMRS-Employer	3,452.43	3,452.43	1/17/2024	BankDraftECheck
	Internal Revenue Service	PY1182024	1/18/2024	Federal Tax	2,208.00	2,208.00	1/17/2024	BankDraftECheck
	TMRS- Texas Municipal Re	PY1182024	1/18/2024	TMRS-Employee	1,963.20	1,963.20	1/17/2024	BankDraftECheck
	Internal Revenue Service	PY1182024	1/18/2024	Medicare-Employee	410.02	410.02	1/17/2024	BankDraftECheck
	Internal Revenue Service	PY1182024	1/18/2024	Social Security-Employee	1,753.17	1,753.17	1/17/2024	BankDraftECheck
	Internal Revenue Service	PY1182024	1/18/2024	Medicare-Employer	410.02	410.02	1/17/2024	BankDraftECheck
	Internal Revenue Service	PY1182024	1/18/2024	Social Security-Employer	1,753.17	1,753.17	1/17/2024	BankDraftECheck
	Texas Child Support SDU	PY1182024	1/18/2024	Obligor: Benny S HunnOblig	230.77	230.77	1/17/2024	BankDraftECheck
	Internal Revenue Service	PY212024	2/1/2024	Federal Tax	2,069.90	2,069.90	1/30/2024	BankDraftECheck
	Internal Revenue Service	PY212024	2/1/2024	Medicare-Employer	390.27	390.27	1/30/2024	BankDraftECheck
	Internal Revenue Service	PY212024	2/1/2024	Social Security-Employer	1,668.75	1,668.75	1/30/2024	BankDraftECheck
	TMRS- Texas Municipal Re	PY212024	2/1/2024	TMRS-Employer	3,284.85	3,284.85	1/30/2024	BankDraftECheck
	Texas Child Support SDU	PY212024	2/1/2024	Obligor: Errod ClaytonOblig	96.00	96.00	1/30/2024	BankDraftECheck
	Texas Child Support SDU	PY212024	2/1/2024	Obligor: James E FletcherOt	327.23	327.23	1/30/2024	BankDraftECheck
	Texas Child Support SDU	PY212024	2/1/2024	Obligor: Darritt J CrathersO	207.69	207.69	1/30/2024	BankDraftECheck
	Internal Revenue Service	PY212024	2/1/2024	Medicare-Employee	390.27	390.27	1/30/2024	BankDraftECheck
	TMRS- Texas Municipal Re	PY212024	2/1/2024	TMRS-Employee	1,867.89	1,867.89	1/30/2024	BankDraftECheck
	Internal Revenue Service	PY212024	2/1/2024	Social Security-Employee	1,668.75	1,668.75	1/30/2024	BankDraftECheck
	Texas Child Support SDU	PY212024	2/1/2024	Obligor: Benny S HunnOblig	230.77	230.77	1/30/2024	BankDraftECheck

58557	Airgas Usa, Llc	9145015406	12/13/2023	2289224 / 9145015406 OX	448.90	448.90	1/4/2024	Check
58558	Alice Nira	122723	12/27/2023	POSTAGE FOR WORK LETTE	3.15	3.15	1/4/2024	Check
58559	Bobby Lee Bartlett	302197	1/1/2024	302197 CEMETARY LAWNC	1,300.00	1,300.00	1/4/2024	Check
58560	Brazos Electric Cooperativ	50471 RI 001	12/13/2023	50471 RI 001 TCOS NOVEM	1,616.84	1,616.84	1/4/2024	Check
58560	Brazos Electric Cooperativ	RI 50393 001	12/8/2023	RI 50393 001 NOVEMBER 2	444.87	444.87	1/4/2024	Check
58561	Caterpillar Financial Servic	34775306	12/15/2023	2172458 / 34775306 CONTI	1,116.02	1,116.02	1/4/2024	Check
58562	FAST, Inc	24-1001	1/1/2024	24-1001 AGREEMENT ANNU	15,411.40	15,411.40	1/4/2024	Check
58563	Floresville Electric Light &	399144	12/27/2023	3990144 TCOS DECEMBER :	1.52	1.52	1/4/2024	Check
58564	Golden Spread Electric Co	TCOS-23-1202	1/31/2023	TCOS-23-1202 TCOS JANUA	298.74	298.74	1/4/2024	Check
58565	Henry Schein, Inc	64690489	12/7/2023	64690489 - MASKS AND NA	20.16	20.16	1/4/2024	Check
58565	Henry Schein, Inc	64690490	12/12/2023	64690490 CARTRIDGE PAD	370.54	370.54	1/4/2024	Check
58566	MRB GROUP	000000053448	12/20/2023	000000053448 BARLETT CI	7,757.17	7,757.17	1/4/2024	Check
58566	MRB GROUP	000000053449	12/20/2023	000000053449 - BARTLETT	7,197.00	7,197.00	1/4/2024	Check
58567	Railroad Commission Of Te	DOCKET #08430	1/3/2024	DOCKET # 084305	4,000.00	4,000.00	1/4/2024	Check
58568	SCOTTY DOTSON	196296	1/2/2024	196296 EVIE STREET PUMP	775.00	775.00	1/4/2024	Check
58569	STEPHAN PUSTEJOVSKY	POSTAGE #2	1/3/2024	POSTAGE REIMBURSEMENT	8.56	8.56	1/4/2024	Check
58570	Texas Rural Water Associa	2024	12/18/2023	2024 MEMBERSHIP DUES	1,985.00	1,985.00	1/4/2024	Check
58571	TMCA - CAPITAL CHAPTER	000013	12/22/2023	#000013 2024 MEMBERSHI	30.00	30.00	1/4/2024	Check
58572	WETT - Wind Energy Tran:	10040040	12/27/2023	#10040040-TCOS DECEMBI	308.12	308.12	1/4/2024	Check
58573	BELL COUNTY TAX ASSES:	VEHICLE REGIST	1/5/2024	PUBLIC WORKS TRUCKS-RE	447.15	447.15	1/8/2024	Check
58574	BELL COUNTY TAX ASSES:	2011 FORD 4D	1/9/2024	REGISTRATION: 2011 FORC	7.50	7.50	1/9/2024	Check
58575	Donald L. Allman, CPA, PC	4887	12/28/2023	AUDIT FOR 2023	4,000.00	4,000.00	1/12/2024	Check
58576	MRB GROUP	000000053475	12/20/2023	000000053475 - 0213.230C	37,290.00	37,290.00	1/12/2024	Check
58577	PATRICIA WILLIAMSON	440 E DAVILLA		DEPOSIT REFUND: 440 E. C	200.00	200.00	1/12/2024	Check
58578	AEP-AMERICAN ELECTRIC	169-21472024	1/3/2024	169-21472024 DECEMBER :	2,084.83	2,084.83	1/18/2024	Check
58579	Al Clawson Disposal, Inc	656037	1/2/2024	656037 DECEMBER 2023 D/	186.00	186.00	1/18/2024	Check
58579	Al Clawson Disposal, Inc	656094	1/2/2024	#656094 / 01-1507580 DAJ	93.00	93.00	1/18/2024	Check
58579	Al Clawson Disposal, Inc	656232	1/2/2024	656232 - JANUARY 2024 - [12,395.92	12,395.92	1/18/2024	Check
58580	AT&T	DEC 2023	12/15/2023	512A4470458840 DECEMBE	2,042.51	2,042.51	1/18/2024	Check
58581	At&T U-Verse	DEC 2023-PD	12/20/2023	132208488 POLICE DEPT U	101.43	101.43	1/18/2024	Check
58582	ATS	453009	11/7/2023	453009* RESIDENTIAL PLA	75.00	75.00	1/18/2024	Check
58582	ATS	453403	11/9/2023	#453403-RESIDENTIAL PLA	75.00	75.00	1/18/2024	Check
58582	ATS	459571	12/29/2023	#459571- INSPECTIONS	1,215.00	1,215.00	1/18/2024	Check
58582	ATS	460331	1/5/2024	RESIDENTIAL PLAN REVIEW	125.00	125.00	1/18/2024	Check

58583	Bartlett Red & White	DECEMBER 2023	1/1/2024	DECEMBER 2023 CREDIT CH	86.39	86.39	1/18/2024	Check
58584	CPS Energy	301003094503	12/20/2023	7000248212 / 30100309450	747.51	747.51	1/18/2024	Check
58585	DANIEL BLANE	PERMIT	1/10/2024	REFUND: PERMIT FEE	100.00	100.00	1/18/2024	Check
58586	DIEGO FERNANDEZ	R007792&R00779	1/3/2024	PERMIT REFUND: 493 W. BI	200.00	200.00	1/18/2024	Check
58587	Environmental Monitoring	23120027	12/31/2023	# 23120027 DECEMBER 20	539.68	539.68	1/18/2024	Check
58588	ETT - Electric Transmissio	374-21472109	1/3/2024	374-21472109 TCOS DECEM	1,047.67	1,047.67	1/18/2024	Check
58589	Henry Schein, Inc	41146670	11/25/2023	#1633626 / 41146670 FIRE	11.30	11.30	1/18/2024	Check
58589	Henry Schein, Inc	41267972	12/23/2023	1633626 / 41267972 FIRE I	338.32	338.32	1/18/2024	Check
58590	Jarrell-Schwertner Water	DECEMBER 2023	12/31/2023	#610 - CEMETARY WATER	59.30	59.30	1/18/2024	Check
58591	Kologik	12787	9/15/2023	12787 - Police Dept - Softw	2,108.37	2,108.37	1/18/2024	Check
58592	KRIS LAND	05-10167-01	1/8/2024	#05-10167-01 DEPOSIT RE	250.00	250.00	1/18/2024	Check
58593	Lcra-(Lower Colorado Rive	TCOS0011558	12/31/2023	TCOS0011558 - DECEMBER	2,031.91	2,031.91	1/18/2024	Check
58594	Lone Star Transmission, LI	1800113177	12/28/2023	#3000158625/1800113177	319.82	319.82	1/18/2024	Check
58595	OMNIBASE SERVICES OF	423-101014	1/2/2024	#423-101014 OMNI REPOR	36.00	36.00	1/18/2024	Check
58596	Philip Weaver	Reimburse: for Li	1/17/2024	Reimburse: Library Lock and	70.89	70.89	1/18/2024	Check
58597	Rayburn Electric Coop	2023-4785	12/31/2023	2023-4785 DECEMBER 202	186.57	186.57	1/18/2024	Check
58598	Ready Refresh	03L0125962993	12/28/2023	0125962993 Wastewater Pl	8.39	8.39	1/18/2024	Check
58599	Sharyland Utilities, Lp	1800000671	12/31/2023	#5000512 / 1800000671 TC	132.62	132.62	1/18/2024	Check
58600	State Comptroller	QTR ENDING 12/	1/3/2024	QTR ENDING 12/31/23 MUM	7,205.25	7,205.25	1/18/2024	Check
58601	TEMPLE DAILY TELEGRAM	13832863	11/28/2023	13832863 / 16689262 / 12	8.57	8.57	1/18/2024	Check
58602	TEXAS MUNICIPAL LEAGUE	JANUARY 2024	1/1/2024	JANUARY 2024 WORKERS C	5,510.96	5,510.96	1/18/2024	Check
58603	Texas Municipal Power Ag	0000024154	12/31/2023	0000024154 TCOS DECEMB	102.50	102.50	1/18/2024	Check
58604	Thomson Reuters-West	849576324	1/1/2024	849576324-JANUARY 2024	20.34	20.34	1/18/2024	Check
58605	Unifirst Corporation	1637617 DEC 20	12/31/2023	1637617 - UNIFORMS, RUG	354.36	354.36	1/18/2024	Check
58606	Wood County Electric Coop	14302264	12/26/2023	4302264 / 002167 TCOS 2C	5.00	5.00	1/18/2024	Check
58607	Xerox Corporation	020429800	1/1/2024	705067072 / 020429800 CC	293.46	293.46	1/18/2024	Check
58608	Texas Workforce Commiss	PY1182024	1/18/2024	TWC	70.68	70.68	1/18/2024	Check
58609	TML Health Benefits Pool	PY1182024	1/18/2024	Health-Employee	1,288.89	1,288.89	1/18/2024	Check
58609	TML Health Benefits Pool	PY1182024	1/18/2024	Health-Employer	5,030.88	5,030.88	1/18/2024	Check
58610	Cadence Bank Asset Mgmt	5027925	8/11/2023	#75-0434-01-1 / #5027925	1,000.00	1,000.00	1/24/2024	Check
58611	Central Texas Heating & A	20240003	1/16/2024	#20240003 REPLACEMENT	825.00	825.00	1/24/2024	Check
58612	Greg Willis	0007	1/21/2024	REPAIRS ON CITY HALL AC/	500.00	500.00	1/24/2024	Check
58613	BEC-Bartlett Electric Coop	JANUARY 2024	1/8/2024	#12059- YARDLIGHTS AND	1,319.54	1,319.54	1/25/2024	Check
58614	Brazos Electric Cooperativ	RI 50513 001	1/8/2024	RI 50513 001 - DECEMBER	444.87	444.87	1/25/2024	Check

58615	City Of Round Rock Enviro 4-1223	1/8/2024	4-1223 - BACTERIOLOGICAL	100.00	100.00	1/25/2024	Check
58616	COMMUNICATIONS BY HAI 231216BART	12/16/2023	#231216BART COURT INTE	450.00	450.00	1/25/2024	Check
58617	FAST, Inc 24-1032	1/19/2024	#24-1032 Permits Annual S	3,250.00	3,250.00	1/25/2024	Check
58618	Steglich Feed And Farm St DECEMBER 2023	1/8/2024	DEC 2023 CREDIT CHARGE\$	91.07	91.07	1/25/2024	Check
58619	THE DAVEY TREE EXPERT 918243234	12/26/2023	8247265 / 918243234 CON	54,000.00	54,000.00	1/25/2024	Check
58620	True.org Cloud 7562E6DC-0001	1/10/2024	MICROSOFT 365 BUSINESS	5,280.00	5,280.00	1/25/2024	Check
58621	USIO OUTPUT SOLUTIONS 31280	12/31/2023	#31280 Usio Postage	344.55	344.55	1/25/2024	Check
58622	USIO OUTPUT SOLUTIONS 0016300	12/31/2023	#0016300 USIO POSTAGE	486.44	486.44	1/25/2024	Check
			Total	<u>257,327.99</u>	<u>257,327.99</u>		



Account Information Report City of Bartlett

January 01, 2024 - January 31, 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	\$6,397.21
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	\$6,397.21
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
01/18/2024	Deposit DEPOSIT	0000000000	\$25.00		\$6,410.92

Account: *1799 (1799 Utility Deposit)

Opening Ledger	\$21,058.70
Closing Ledger	\$21,061.38
Closing Available	\$21,061.38
Average Closing Available MTD	\$21,058.78
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	\$21,058.78
Total Credits	\$2.68
Total Debits	\$0.00
Interest Paid Previous Year	\$2.68
Interest Rate	0.150%

Posted Date	Description	Check Number	Credit	Debit	Balance
01/31/2024	IOD Interest Paid IOD INTEREST PAID		\$2.68		\$21,061.38
01/31/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$2.68				\$0.00
01/30/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$0.00				\$0.00
01/29/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$0.00				\$0.00
01/26/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$0.00				\$0.00
01/25/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$0.00				\$0.00
01/24/2024	Account Information				\$0.00

	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/23/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/22/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/19/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/18/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/17/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/16/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/12/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/11/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/10/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/09/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/08/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/05/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/04/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/03/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/02/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	

Account: *2206 (2206 Tax Notes)

Opening Ledger	\$49,464.05
Closing Ledger	\$49,470.33
Closing Available	\$49,470.33
Average Closing Available MTD	\$49,464.25
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	\$49,464.25
Total Credits	\$6.28
Total Debits	\$0.00
Interest Paid Previous Year	\$6.28
Interest Rate	0.150%

Posted Date Description**Check****Credit****Debit****Balance**

		Number		
01/31/2024	IOD Interest Paid		\$6.28	\$49,470.33
	IOD INTEREST PAID			
01/31/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$6.28			
01/30/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/29/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/26/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/25/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/24/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/23/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/22/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/19/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/18/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/17/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/16/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/12/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/11/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/10/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/09/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/08/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/05/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/04/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/03/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/02/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			

YTD INTEREST EARNED: \$.00

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	\$15,078.18
Closing Ledger	\$15,080.05
Closing Available	\$15,080.05
Average Closing Available MTD	\$14,707.27
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	\$14,707.27
Total Credits	\$1.87
Total Debits	\$0.00
Interest Paid Previous Year	\$1.87
Interest Rate	0.150%

Posted Date	Description	Check Number	Credit	Debit	Balance
01/31/2024	IOD Interest Paid IOD INTEREST PAID		\$1.87		\$15,080.05
01/31/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$1.87				\$0.00
01/30/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00				\$0.00
01/29/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00				\$0.00
01/26/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00				\$0.00
01/25/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00				\$0.00
01/24/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00				\$0.00
01/23/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00				\$0.00
01/22/2024	Deposit DEPOSIT	000000000	\$500.00		\$15,078.18
01/22/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00				\$0.00
01/19/2024	Account Information				\$0.00

	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/18/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/17/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/16/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/12/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/11/2024	Deposit	0000000000	\$100.00	\$14,578.18
	DEPOSIT			
01/11/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/10/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/09/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/08/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/05/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/04/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/03/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			
01/02/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			

Account: *0089 (0089 General)

Opening Ledger	\$298,116.89
Closing Ledger	\$304,099.39
Closing Available	\$304,099.39
Average Closing Available MTD	\$272,294.32
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	\$272,294.32
Total Credits	\$7,565.38
Total Debits	\$1,582.88
Interest Paid Previous Year	\$34.59
Interest Rate	0.150%

Posted Date	Description	Check Number	Credit	Debit	Balance
01/31/2024	IOD Interest Paid		\$34.59		\$304,099.39
	IOD INTEREST PAID				
01/31/2024	DDA Check	0000000000		\$747.51	\$304,064.80
	DDA CHECK				
01/31/2024	DDA Check	0000000000		\$444.87	\$304,812.31
	DDA CHECK				

01/31/2024	DDA Check DDA CHECK	0000000000	\$319.82	\$305,257.18
01/31/2024	DDA Check DDA CHECK	0000000000	\$70.68	\$305,577.00
01/31/2024	Deposit DEPOSIT	0000000000	\$3,404.26	\$305,647.68
01/31/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$4,043.73	\$302,243.42
01/31/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$82.80	\$298,199.69
01/31/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$34.59			\$0.00
01/30/2024	ACH Debit IRS 3387702000 270443035997401 USATAXPYMT CCD		\$6,187.94	\$298,116.89
01/30/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$1,490.00	\$304,304.83
01/30/2024	Fed Image Check FED IMAGE CHECK	0000058589	\$349.62	\$305,794.83
01/30/2024	Over The Counter Check OVER COUNTER CHECK	0000000000	\$100.00	\$306,144.45
01/30/2024	DDA Check DDA CHECK	0000000000	\$36.00	\$306,244.45
01/30/2024	DDA Check DDA CHECK	0000058606	\$5.00	\$306,280.45
01/30/2024	Deposit DEPOSIT	0000000000	\$11,125.75	\$306,285.45
01/30/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,315.69	\$295,159.70
01/30/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$621.00	\$292,844.01
01/30/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/29/2024	ACH Debit WEX INC 2841425616 9100001692045 FLEET DEBI CCD		\$3,321.91	\$292,223.01
01/29/2024	DDA Check DDA CHECK	0000058580	\$2,042.51	\$295,544.92
01/29/2024	DDA Check DDA CHECK	0000000000	\$293.46	\$297,587.43
01/29/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$186.57	\$297,880.89
01/29/2024	DDA Check DDA CHECK	0000000000	\$132.62	\$298,067.46
01/29/2024	DDA Check DDA CHECK	0000000000	\$102.50	\$298,200.08
01/29/2024	DDA Check DDA CHECK	0000000000	\$101.43	\$298,302.58
01/29/2024	DDA Check DDA CHECK	0000000000	\$8.39	\$298,404.01
01/29/2024	Deposit DEPOSIT	0000000000	\$2,356.74	\$298,412.40
01/29/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,229.71	\$296,055.66
01/29/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$335.15	\$293,825.95
01/29/2024	ACH Credit Transaction		\$209.07	\$293,490.80

	MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD			
01/29/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/26/2024	DDA Check DDA CHECK	0000000000	\$6,319.77	\$293,281.73
01/26/2024	Fed Image Check FED IMAGE CHECK	0000058591	\$2,108.37	\$299,601.50
01/26/2024	DDA Check DDA CHECK	0000000000	\$825.00	\$301,709.87
01/26/2024	DDA Check DDA CHECK	0000058587	\$539.68	\$302,534.87
01/26/2024	DDA Check DDA CHECK	0000000420	\$20.34	\$303,074.55
01/26/2024	DDA Check DDA CHECK	0000000000	\$8.57	\$303,094.89
01/26/2024	Cashed Check CASHED CHECK	0000000000	\$3.15	\$303,103.46
01/26/2024	Deposit DEPOSIT	0000000000	\$1,871.69	\$303,106.61
01/26/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$797.40	\$301,234.92
01/26/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/25/2024	DDA Check DDA CHECK	0000058602	\$5,510.96	\$300,437.52
01/25/2024	DDA Check DDA CHECK	0000058593	\$2,031.91	\$305,948.48
01/25/2024	DDA Check DDA CHECK	0000000000	\$500.00	\$307,980.39
01/25/2024	DDA Check DDA CHECK	0000000000	\$354.36	\$308,480.39
01/25/2024	Fed Image Check FED IMAGE CHECK	0000013630	\$213.11	\$308,834.75
01/25/2024	Fed Image Check FED IMAGE CHECK	0000013631	\$213.11	\$309,047.86
01/25/2024	Fed Image Check FED IMAGE CHECK	0000013633	\$213.11	\$309,260.97
01/25/2024	Fed Image Check FED IMAGE CHECK	0000013632	\$213.11	\$309,474.08
01/25/2024	Over The Counter Check OVER COUNTER CHECK	0000000000	\$86.39	\$309,687.19
01/25/2024	DDA Check DDA CHECK	0000000000	\$59.30	\$309,773.58
01/25/2024	Deposit DEPOSIT	0000000000	\$1,222.40	\$309,832.88
01/25/2024	Deposit DEPOSIT	0000000000	\$722.61	\$308,610.48
01/25/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,472.97	\$307,887.87
01/25/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/24/2024	Cashed Check CASHED CHECK	0000000000	\$203.91	\$306,414.90
01/24/2024	ACH Credit Transaction WILLIAMSON COUNT 1746000978 3052508 01/23/24LG CCD		\$15,657.50	\$306,618.81
01/24/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$408.92	\$290,961.31

01/24/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$366.39	\$290,552.39
01/24/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/23/2024	ACH Debit CARD SERVICE CTR 9044036596 043000092733958 ONLINE PMT WEB		\$701.81	\$290,186.00
01/23/2024	ACH Debit CARD SERVICE CTR 9044036596 043000092683520 ONLINE PMT WEB		\$174.87	\$290,887.81
01/23/2024	DDA Check DDA CHECK	0000000000	\$70.94	\$291,062.68
01/23/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$30.00	\$291,133.62
01/23/2024	DDA Check DDA CHECK	0000000000	\$0.53	\$291,163.62
01/23/2024	Deposit DEPOSIT	0000000000	\$6,177.96	\$291,164.15
01/23/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$368.14	\$284,986.19
01/23/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$62.10	\$284,618.05
01/23/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/22/2024	ACH Debit TEXAS SDU 1581115569 240190000738711 CHILDSUPP CCD		\$861.69	\$284,555.95
01/22/2024	DDA Check DDA CHECK	0000000000	\$298.74	\$285,417.64
01/22/2024	Fed Image Check FED IMAGE CHECK	0000058420	\$125.00	\$285,716.38
01/22/2024	ACH Debit AMAZON MARKETPLA 9049016352 043000096567262 INTERNET CCD		\$98.10	\$285,841.38
01/22/2024	DDA Check DDA CHECK	0000000000	\$75.00	\$285,939.48
01/22/2024	DDA Check DDA CHECK	0000000000	\$7.50	\$286,014.48
01/22/2024	Deposit DEPOSIT	0000000000	\$547.43	\$286,021.98
01/22/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,304.94	\$285,474.55
01/22/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$944.96	\$283,169.61
01/22/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$396.53	\$282,224.65
01/22/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/19/2024	ACH Debit CITY OF BARLETT 1746000224 -SETT-CCACH DEP/PAY PPD		\$5,280.00	\$281,828.12
01/19/2024	ACH Debit VERIZON WIRELESS 6223344794 042013033700001 PAYMENTS CCD		\$819.66	\$287,108.12
01/19/2024	ACH Debit AMAZON MARKETPLA 9049016352		\$35.69	\$287,927.78

	043000093830422 INTERNET CCD			
01/19/2024	DDA Check DDA CHECK	0000000000		\$1.52\$287,963.47
01/19/2024	Deposit DEPOSIT	0000000000	\$1,589.33	\$287,964.99
01/19/2024	ACH Credit Transaction TX DEPT OF TRNSP 1746000089 17460002243004 INV-PAYMTS CTX		\$15,570.00	\$286,375.66
01/19/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,511.84	\$270,805.66
01/19/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/18/2024	ACH Debit CITY OF BARLETT 1746000224 -SETT-CCACH DEP/PAY PPD			\$19,416.44\$269,293.82
01/18/2024	DDA Check DDA CHECK	0000000000		\$4,000.00\$288,710.26
01/18/2024	ACH Debit CARD SERVICE CTR 9044036596 043000093493616 ONLINE PMT WEB			\$2,615.45\$292,710.26
01/18/2024	Fed Image Check FED IMAGE CHECK	0000000000		\$1,047.67\$295,325.71
01/18/2024	DDA Check DDA CHECK	0000000000		\$200.00\$296,373.38
01/18/2024	Deposit DEPOSIT	0000000000	\$6,306.56	\$296,573.38
01/18/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,803.31	\$290,266.82
01/18/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/17/2024	Account Analysis Fee ANALYSIS CHRG			\$360.81\$287,463.51
01/17/2024	Fed Image Check FED IMAGE CHECK	0000000000		\$37,290.00\$287,824.32
01/17/2024	ACH Debit IRS 3387702000 270441700332105 USATAXPYMT CCD			\$13,308.27\$325,114.32
01/17/2024	DDA Check DDA CHECK	0000058543		\$344.90\$338,422.59
01/17/2024	Deposit DEPOSIT	0000000000	\$54,386.13	\$338,767.49
01/17/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$6,348.60	\$284,381.36
01/17/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$51.75	\$278,032.76
01/17/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/16/2024	Wire Transfer Outgoing WSC ENERGY 021000021 JPMCHASE INV. #: EW730014696589; CUS T. ACCT #: 003720 MID: 240116105433KFRE IMAD: 20240116MMQFMPF1001825			\$30,051.60\$277,981.01
01/16/2024	Deposit DEPOSIT	0000000000	\$18,747.48	\$308,032.61
01/16/2024	ACH Credit Transaction TX DEPT OF TRNSP 1746000089		\$10,140.00	\$289,285.13

01/16/2024	17460002243004 INV-PAYMTS CTX ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$6,194.04	\$279,145.13
01/16/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$3,386.96	\$272,951.09
01/16/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,196.42	\$269,564.13
01/16/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$863.78	\$268,367.71
01/16/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/12/2024	Fed Image Check FED IMAGE CHECK	0000058565	\$390.70	\$267,503.93
01/12/2024	DDA Check DDA CHECK	0000058540	\$10.00	\$267,894.63
01/12/2024	DDA Check DDA CHECK	0000000000	\$10.00	\$267,904.63
01/12/2024	Deposit DEPOSIT	0000000000	\$12,131.76	\$267,914.63
01/12/2024	ACH Credit Transaction CPA STATE FISCAL 1746000089 17460002243003 INV-PAYMTS CTX		\$11,113.40	\$255,782.87
01/12/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,414.12	\$244,669.47
01/12/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$304.29	\$242,255.35
01/12/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/11/2024	DDA Check DDA CHECK	0000000000	\$1,985.00	\$241,951.06
01/11/2024	Deposit DEPOSIT	0000000000	\$5,863.58	\$243,936.06
01/11/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,627.21	\$238,072.48
01/11/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/10/2024	DDA Check DDA CHECK	0000000000	\$4,000.00	\$236,445.27
01/10/2024	DDA Check DDA CHECK	0000000000	\$1,116.02	\$240,445.27
01/10/2024	DDA Check DDA CHECK	0000000000	\$293.81	\$241,561.29
01/10/2024	Deposit DEPOSIT	0000000000	\$2,937.19	\$241,855.10
01/10/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,171.95	\$238,917.91
01/10/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$759.70	\$237,745.96
01/10/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/09/2024	DDA Check DDA CHECK	0000000000	\$22,638.00	\$236,986.26

01/09/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$15,411.40	\$259,624.26
01/09/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$14,954.17	\$275,035.66
01/09/2024	DDA Check DDA CHECK	0000000000	\$6,319.77	\$289,989.83
01/09/2024	DDA Check DDA CHECK	0000000000	\$5,845.21	\$296,309.60
01/09/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$1,653.00	\$302,154.81
01/09/2024	DDA Check DDA CHECK	0000000000	\$448.90	\$303,807.81
01/09/2024	DDA Check DDA CHECK	0000000000	\$111.40	\$304,256.71
01/09/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$110.26	\$304,368.11
01/09/2024	Deposit DEPOSIT	0000000000	\$1,494.66	\$304,478.37
01/09/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,498.14	\$302,983.71
01/09/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$190.44	\$301,485.57
01/09/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/08/2024	ACH Debit TMRS 9746000173 15104 PAYROLL CCD		\$9,120.83	\$301,295.13
01/08/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$2,067.34	\$310,415.96
01/08/2024	DDA Check DDA CHECK	0000000000	\$2,061.71	\$312,483.30
01/08/2024	DDA Check DDA CHECK	0000000000	\$1,300.00	\$314,545.01
01/08/2024	ACH Debit TEXAS SDU 1581115569 240050000738711 CHILDSUPP CCD		\$861.69	\$315,845.01
01/08/2024	DDA Check DDA CHECK	0000000000	\$775.00	\$316,706.70
01/08/2024	DDA Check DDA CHECK	0000000000	\$350.00	\$317,481.70
01/08/2024	DDA Check DDA CHECK	0000058572	\$308.12	\$317,831.70
01/08/2024	DDA Check DDA CHECK	0000000000	\$200.00	\$318,139.82
01/08/2024	DDA Check DDA CHECK	0000000000	\$8.56	\$318,339.82
01/08/2024	Deposit DEPOSIT	0000000000	\$4,201.66	\$318,348.38
01/08/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,447.80	\$314,146.72
01/08/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$322.92	\$312,698.92
01/08/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$228.71	\$312,376.00
01/08/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$60.59	\$312,147.29
01/08/2024	Account Information INTEREST RATE: .150000%			\$0.00

	YTD INTEREST EARNED: \$.00			
01/05/2024	DDA Check DDA CHECK	0000000000	\$3,085.00	\$312,086.70
01/05/2024	DDA Check DDA CHECK	0000058539	\$10.00	\$315,171.70
01/05/2024	DDA Check DDA CHECK	0000058440	\$10.00	\$315,181.70
01/05/2024	Deposit DEPOSIT	0000000000	\$1,026.51	\$315,191.70
01/05/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,295.28	\$314,165.19
01/05/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/04/2024	Transfer Debit Real-Time Web CUSTOMER TRANSFER TO IM 00001444002474		\$59,619.00	\$312,869.91
01/04/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$2,000.00	\$372,488.91
01/04/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$1,376.08	\$374,488.91
01/04/2024	ACH Debit WEBFILE TAX PYMT 2146000311 902/74419105 DD CCD		\$131.59	\$375,864.99
01/04/2024	Deposit DEPOSIT	0000000000	\$3,940.70	\$375,996.58
01/04/2024	ACH Credit Transaction TAX APPRAISAL DI 9752186317 201021 TAXES PAYA PPD		\$212,482.80	\$372,055.88
01/04/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$2,720.67	\$159,573.08
01/04/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$640.04	\$156,852.41
01/04/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/03/2024	ACH Debit MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,784.29	\$156,212.37
01/03/2024	Fed Image Check FED IMAGE CHECK	0000000000	\$1,047.67	\$157,996.66
01/03/2024	ACH Debit MERCHANT BANKCD G592126793 496033552886 DEPOSIT CCD		\$856.49	\$159,044.33
01/03/2024	ACH Debit MERCHANT BANKCD G592126793 496478435886 DEPOSIT CCD		\$444.65	\$159,900.82
01/03/2024	DDA Check DDA CHECK	0000000000	\$55.00	\$160,345.47
01/03/2024	ACH Credit Transaction MERCHANT BANKCD G592126793 496478438880 DEPOSIT CCD		\$1,750.51	\$160,400.47
01/03/2024	Account Information INTEREST RATE: .150000% YTD INTEREST EARNED: \$.00			\$0.00
01/02/2024	Over The Counter Check OVER COUNTER CHECK	0000000000	\$1,213.44	\$158,649.96
01/02/2024	ACH Debit WEX INC 2841425616 9100001692045 FLEET DEBI CCD		\$1,162.65	\$159,863.40
01/02/2024	Over The Counter Check OVER COUNTER CHECK	0000000000	\$577.65	\$161,026.05
01/02/2024	DDA Check	0000058538	\$225.00	\$161,603.70

	DDA CHECK			
01/02/2024	Fed Image Check	0000000000		\$85.59
	FED IMAGE CHECK			\$161,828.70
01/02/2024	Cashed Check	0000000000		\$90.32
	CASHED CHECK			\$161,914.29
01/02/2024	Deposit	0000000000	\$3,093.72	\$162,004.61
	DEPOSIT			
01/02/2024	ACH Credit Transaction		\$2,695.79	\$158,910.89
	MERCHANT BANKCD G592126793			
	496478438880 DEPOSIT CCD			
01/02/2024	ACH Credit Transaction		\$689.87	\$156,215.10
	MERCHANT BANKCD G592126793			
	496478438880 DEPOSIT CCD			
01/02/2024	ACH Credit Transaction		\$672.75	\$155,525.23
	MERCHANT BANKCD G592126793			
	496478438880 DEPOSIT CCD			
01/02/2024	ACH Credit Transaction		\$451.26	\$154,852.48
	MERCHANT BANKCD G592126793			
	496478435886 DEPOSIT CCD			
01/02/2024	ACH Credit Transaction		\$64.42	\$154,401.22
	MERCHANT BANKCD G592126793			
	496478438880 DEPOSIT CCD			
01/02/2024	Account Information			\$0.00
	INTEREST RATE: .150000%			
	YTD INTEREST EARNED: \$.00			

Account: *0118 (0118 Electric)

Opening Ledger	\$2,685.21
Closing Ledger	\$2,685.55
Closing Available	\$2,685.55
Average Closing Available MTD	\$2,685.22
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	\$2,685.22
Total Credits	\$0.34
Total Debits	\$0.00
Interest Paid Previous Year	\$0.34
Interest Rate	0.150%

Posted Date	Description	Check Number	Credit	Debit	Balance
01/31/2024	IOD Interest Paid		\$0.34		\$2,685.55
	IOD INTEREST PAID				
01/31/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$.34				
01/30/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$.00				
01/29/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$.00				
01/26/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$.00				
01/25/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$.00				
01/24/2024	Account Information				\$0.00
	INTEREST RATE: .150000%				
	YTD INTEREST EARNED: \$.00				
01/23/2024	Account Information				\$0.00

	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/22/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/19/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/18/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/17/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/16/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/12/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/11/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/10/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/09/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/08/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/05/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/04/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/03/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.00	
01/02/2024	Account Information	\$0.00
	INTEREST RATE: .150000%	
	YTD INTEREST EARNED: \$.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%

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	\$190,623.99
Closing Ledger	\$190,623.99
Closing Available	\$190,623.99
Average Closing Available MTD	\$184,854.40
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	\$184,854.40
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
01/04/2024 Transfer Credit Real-Time Web CUSTOMER TRANSFER FROM IM 00001404200089		\$59,619.00		\$190,623.99

Account: *2562 (2562 Community Fund)

Opening Ledger	\$27.66
Closing Ledger	\$27.66
Closing Available	\$27.66
Average Closing Available MTD	\$27.66
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	\$27.66
Total Credits	\$0.00

Total Debits	\$0.00
Interest Paid Previous Year	\$0.00
Interest Rate	0.000%

Account: *8936 (City of Bartlett Economic Development Corporation)
 Not Reported

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

Opening Ledger	\$69,647.03
Closing Ledger	\$69,647.03
Closing Available	\$69,647.03
Average Closing Available MTD	\$69,650.24
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	\$69,650.24
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
01/17/2024	Account Analysis Fee ANALYSIS CHRG			\$6.23	\$69,647.03

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
01/02/2024	Regular Payment REGULAR PAYMENT		\$577.65		\$39,059.19

Report Generated on: 02/09/24 09:53:19 AM



2/1/24

CITY CLERK REPORT

During the month of January 2024, 5 people requested open records.

All open records requests were processed in a timely manner and are now closed.

The candidate packets for the upcoming election in May are ready for pick up and the deadline for the return of them is Feb 16th at 5:00 p.m.

Council meetings for January were held on :

January 8th – Regular Meeting

January 22nd – Regular Meeting

Signed,

Brenda Kelley



CHAD MEES, MAYOR
GAYLE JONES, COUNCILMAN
VICKIE COOPER, COUNCILMAN
JESSE LUNA, COUNCILMAN
RAY USON, COUNCILMAN
PHILLIP WEAVER, COUNCILMAN

Date: 02/01/2024

Court was held on January 23, 2024, in which 3 Defendants showed up.

Present was Judge Scott Matthew and Prosecutor Doug Montgomery

Our next court date is on February 20th, 2024.

1st Qtr 2024 reporting to the State Comptroller \$ 7205.25 (period 10/1/23 to 12/31/23 reporting)

Total amount collected for January 2024	\$ 3903.40
Kept by the city:	\$ 2896.18
Paid to state:	\$ 1007.22

MVBA Fines Collected	\$ 200.00
----------------------	-----------

We will not be renewing the contract with MVBA going forward. Current contract ends February 24, 2024.

I am reporting past due citations to the DPS OMNI FTA program in which defendant's will not be able to renew their drivers's licenses. Due to this program MVBA will not be needed. I am seeing more people who pay because of OMNI than with MVBA.

Brenda Kelley

Municipal Court Clerk

City of Bartlett
Municipal Court Council Report
From 1/1/2024 to 1/31/2024

1/31/2024 3:36 PM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
1	6	1	0	5	13

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$1,007.22	\$639.62	\$2,149.70	\$48.03	\$58.83	\$3,903.40

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
6	5	11

Dispositions

Paid	Non-Cash/Credit	Dismissed	Driver Safety	Deferred	Total
16	0	4	9	0	29

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
28	0	28	56

MUNICIPAL COURT

	MVBA	EPAYMENTS	CASH	CHECKS	CREDIT
1/1/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/2/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/3/2024	\$ -	\$ -	\$ -	\$ -	\$ 618.40
1/4/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/5/2024	\$ -	\$ -	\$ -	\$ -	\$ 312.00
1/6/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/7/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/8/2024	\$ -	\$ -	\$ -	\$ -	\$ 184.00
1/9/2024	\$ -	\$ -	\$ -	\$ -	\$ 309.00
1/10/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/11/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/12/2024	\$ -	\$ -	\$ -	\$ -	\$ 294.00
1/13/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/14/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/15/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/16/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/17/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/18/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/19/2024	\$ -	\$ -	\$ -	\$ -	\$ 913.00
1/20/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/21/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/22/2024	\$ -	\$ -	\$ -	\$ -	\$ 60.00
1/23/2024	\$ -	\$ -	\$ -	\$ -	\$ 354.00
1/24/2024	\$ -	\$ -	\$ 100.00	\$ -	\$ -
1/25/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/26/2024	\$ -	\$ -	\$ -	\$ -	\$ 202.00
1/27/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/28/2024	\$ -	\$ -	\$ -	\$ -	\$ -
1/29/2024	\$ -	\$ -	\$ 357.00	\$ -	\$ -
1/30/2024	\$ -	\$ -	\$ -	\$ 200.00	\$ -
1/31/2024	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ 457.00	\$ 200.00	\$ 3,246.40
				Total	\$ 3,903.40

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Period January 2024

Municipal Court for the City of Bartlett

Presiding Judge Scott Matthew
If new, date assumed office

Court Mailing Address 140 W. Clark
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 2/1/24 Phone Number 254-527-3219

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

Bartlett Municipal Court		Traffic Misdemeanors			Non-Traffic Misdemeanors		
		Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
Month	Year						
January	2024						
1. Total Cases Pending First of Month:		1234	1	0	409	248	157
a. Active Cases		187	1	0	33	18	48
b. Inactive Cases		1047	0	0	376	230	109
2. New Cases Filed		1	0	0	6	5	1
3. Cases Reactivated		2	0	0	2	1	0
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>		190	1	0	41	24	49
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions <i>(Disposed without appearance before a judge (CCP Art. 27.14))</i>		10	0	0	1	1	3
b. Dismissed by Prosecution		0	0	0	0	0	0
Dispositions at Trial:							
Convictions:							
Guilty Plea or Nolo Contendere		1	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>		9					
b. After Deferred Disposition <i>(CCP, Art. 45.051)</i>		0	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		1	0	0	0	0	0
9. All Other Dispositions		0	0	0	2	1	0
10. Total Cases Disposed <i>(Sum of Lines 6, 7, 8 & 9)</i>		21	0	0	3	2	3
11. Cases Placed on Inactive Status		13	0	0	7	6	2
12. Total Cases Pending End of Month:		1214	1	0	412	251	155
a. Active Cases <i>(Equals Line 5 minus the sum of Lines 10 & 11)</i>		156	1	0	31	16	44
Inactive Cases <i>(Equals Line 1b minus Line 3 plus Line 11)</i>		1058	0	0	381	235	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

Bartlett Municipal Court		TOTAL CASES
Month January	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

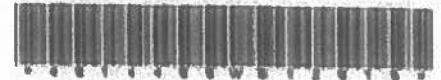
Bartlett Municipal Court		TOTAL
Month 01	Year 2024	
1. Transportation Code Cases Filed		0
2. Non-Driving Alcoholic Beverage Code Cases Filed		0
3. Driving Under the Influence of Alcohol Cases Filed		0
4. Drug Paraphernalia Cases Filed (HSC, Ch. 481)		0
5. Tobacco Cases Filed (HSC, Sec. 161.252)		0
6. Failure to Attend School Cases Filed (Ed.Code, Sec. 25.094)		0
7. Education Code (Except Failure to Attend) Cases Filed		0
8. Violation of Local Daytime Curfew Ordinance Cases Filed (Local Govt. Code, Sec. 341.905)		0
9. All Other Non-Traffic Fine-Only Cases Filed		0
Transfer to Juvenile Court:		0
Mandatory Transfer (Fam.Code, Sec. 51.08(b)(1))		0
b. Discretionary Transfer (Fam.Code, Sec. 51.08(b)(2))		0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) (CCP, Art. 45.050(c)(1))		0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges) (CCP, Art. 45.050(c)(2))		0
Juvenile Statement Magistrate Warning:		0
Warnings Administered		0
b. Statements Certified (Fam.Code, Sec. 51.095)		0
14. Detention Hearings Held (Fam. Code, Sec. 54.01)		0
15. Orders for Non-Secure Custody Issued		0
16. Parent Contributing to Nonattendance Cases Filed (Ed. Code, Sec. 25.093)		0

ADDITIONAL ACTIVITY

Bartlett Municipal Court		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month 01	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 <i>(CCP, Art. 18.05)</i>			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 <i>(CCP, Art. 17.441)</i>			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 <i>(TC, Sec. 521.300)</i>			0
12. Disposition of Stolen Property Hearings Held <i>(CCP, Ch. 47)</i>			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			\$2,896.18
b. Remitted to State			\$1,007.22
c. Total			\$3,903.40

a. F Code ■ 32610

b. ■



State Criminal Costs and Fees

CITY QUARTERLY REPORT - This report must be filed by the due date even if no payment is due.
An amount or a zero (0) MUST be entered on all lines for Columns 1 and 3.

c. City identification number ■ 74-6000224	f. Report for quarter ending QUARTER ENDING 12/31/2023	g. ■	e. Due date of report 1/31/2024
d. City name and mailing address Bartlett Municipal Court 140 W. Clark Bartlett, TX 76511			h. IMPORTANT Backen this box if your address has changed. Show changes by the preprinted information. <input type="checkbox"/>
			i. <input type="checkbox"/>
			j. <input type="checkbox"/>

• See back for instructions.

	Column 1 TOTAL COLLECTED <small>(Include court costs only/ Dollars and cents)</small>	Column 2 SERVICE FEE <small>(See instructions)</small>	Column 3 AMOUNT DUE STATE <small>(Col. 1 minus Col. 2)</small>
SECTION I: Reports for offenses committed			
1. 01-01-20 forward	\$ 4,198.46	419.85	\$ 3,778.61
2. 01-01-04 — 12-31-19	317.99	31.80	286.19
3. 09-01-91 — 12-31-03	0.00	0.00	0.00
4. State Traffic Fine (STF2) Sept. 1, 2019 forward	2,531.34	(4%) 101.25	2,430.09
5. State Traffic Fee (STF) prior to Sept. 1, 2019	200.19	(5%) 10.01	190.18
Report REPEALED COST (prior to Jan. 1, 2020)			
6. Prior Mandatory Costs (JRF, IDF & JS)	75.45	7.54	67.91
7. Moving Violation Fees (MVF)	0.53	0.05	0.48
8. Truancy Prevention and Diversion Fund (TPD)			6.00
9. Failure to Appear/Pay (FTA) (Report 2/3's of fee)			445.79
10. Time Payment Fees (TP) (Report 50% of fees)			0.00
SECTION II: As applicable			
11. Peace Officer Fees (Report 20% of fees from actions by state officers only.)		11 ■	0.00
12. Motor Carrier Weight Violations (MCW) (Report 50% of the fines collected.)		12 ■	0.00
13. Driving Records Fee (DRF) (Report 100% of fees collected.)		13 ■	0.00
14. TOTAL DUE FOR THIS PERIOD (Total of Items 1 through 13 in Column 3.)		14 ■	7,205.25

*** DO NOT DETACH ***



15. TOTAL AMOUNT DUE AND PAYABLE (Same as Item 14) 15 ■ \$ 7,205.25

City name: Bartlett	l. <input type="checkbox"/>	l. <input type="checkbox"/>
---------------------	-----------------------------	-----------------------------

■ T Code ■ City identification no ■ Period

For assistance call 1-800-531-5441, ext. 3-4276 or 512-463-4276.

Make the amount in Item 15 payable to: State Comptroller
Mail to: Comptroller of Public Accounts P.O. Box 149361 Austin, TX 78714-9361

I (type or print name) _____ verify	
that the information above is true as shown in the records of the treasury of the city named	
sign here	
Title _____	Date 1/3/2024
Phone number (Area code and number) 254-527-3219	



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

Date 2/05/2024

Monthly Report: Development Services Department Dates 1/1/2024 to 1/31/2024

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

Total Fees collected	\$3,561.26
Commercial	\$ 1,200.00
Refundable (demolition security deposit)	\$ 0.00
Residential	\$ 240.00
Review Fees	\$ 150.00
Administrative Fees	\$ 220.00
Inspection Fees	\$ 660.00
Development Fees	\$ 1,016.26
Tech Fees	\$ 35.00
Service Availability Fees	\$
W/WW Taps Fees	\$ 40.00
Total Permits Applied	8
Commercial	4
Residential	4
Building Permits	4
Approved	3
Denied	0
Pending Review	0
In Review	1
MH/Move-In Permits	0
Approved	0
Denied	0
In Review	0
Pending Review	0
Development Applications	2

<i>Demo</i>	0
<i>Events</i>	0
<i>Permit Renewal</i>	1
<i>ATS Inspections completed</i>	19
<i>Inspections awaiting</i>	0

Currently working on Stone Pack Lane Development, all lots 8-14 have been sold. Working on permitting and utilities with the new owners and real estate agent.

BISD has received their grading/demo permit for the athletic fields and the remainder of the BISD site plan is still in review with our MRB, we are waiting on comments from the reviewer.



DEPARTMENT REPORTS – Utility Billing

Utility Bills Disbursed	Count	Amount
Active	654	\$180,254.89
Pending Disconnect	1	\$0.00
Pending Connect	2	\$124.50
First Bill	5	\$372.16
Pending Connect, First Bill	1	\$18.39
Final Bill	8	\$878.94
Pending Connect, On Hold	2	\$0.00
Pending Disconnect, Future Move Out	1	\$138.14
Backdated Move In Date	10	\$2,298.72
Pending Connect, Backdated Move In Date	1	\$0.00
Pending Cutoff Nonpayment	62	\$19,305.89
Pending Disconnect, Pending Cutoff Nonpayment	1	\$128.06
Backdated Move In Date, Pending Cutoff Nonpayment	1	\$529.32
Landlord	2	\$262.90
Pending Cutoff Nonpayment, Landlord	1	\$253.30
Bill To Service Address	1	\$297.53
Total	753	\$204,862.74

Payments Received	Count	Amount
Credit Card	200	\$47,903.22
Cash	160	\$42,871.11
Change	116	(\$1,540.12)
Check	376	\$98,150.78
Other	1	\$64.42
Total	853	\$187,449.41

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	86	\$16,012.10
ELECTRIC VAPOR LIGHT	33	\$205.35
ELECTRIC RESIDENTIAL	612	\$98,106.48
GARBAGE RESIDENTIAL	601	\$16,142.11
SEWER RESIDENTIAL	567	\$18,322.65



DEPARTMENT REPORTS – Utility Billing

TIME WARRANT REPAY	1	\$0.00
SEWER COMMERCIAL	54	\$3,844.84
Water/WWTP Improvement Loan Repay	655	\$5,533.51
WATER RESIDENTIAL	584	\$32,216.62
WATER COMMERCIAL	65	\$7,481.40
SEWER COMMERCIAL PRISON	1	\$1,309.87
DUMPSTER 2 YARDS	1	\$65.00
Total	0	\$203,183.68

Deposit Report Summary	Deposit Amount	Paid Amount	Applied/Refunded Amount	Transferred Amount
	\$1,650.00	\$1,450.00	(\$200.00)	\$0.00



DEPARTMENT REPORTS – Public Works

Service Orders Completed	Count
General	99
<i>Meter pull</i>	29
<i>Reread</i>	6
<i>Connect</i>	10
<i>Meter set</i>	8
<i>Disconnects-Move Out</i>	7
<i>Pickup</i>	4
<i>Meter Exchange</i>	4
<i>Change Occupant</i>	1
<i>Brush Pickup</i>	6
<i>Water Tap</i>	2
<i>Sewer Tap</i>	2
<i>Water Line Repair</i>	21
<i>Sewer Jet</i>	15
<i>Power Outage</i>	2
<i>Arnold Alley</i>	50%
Total	216

UPDATES

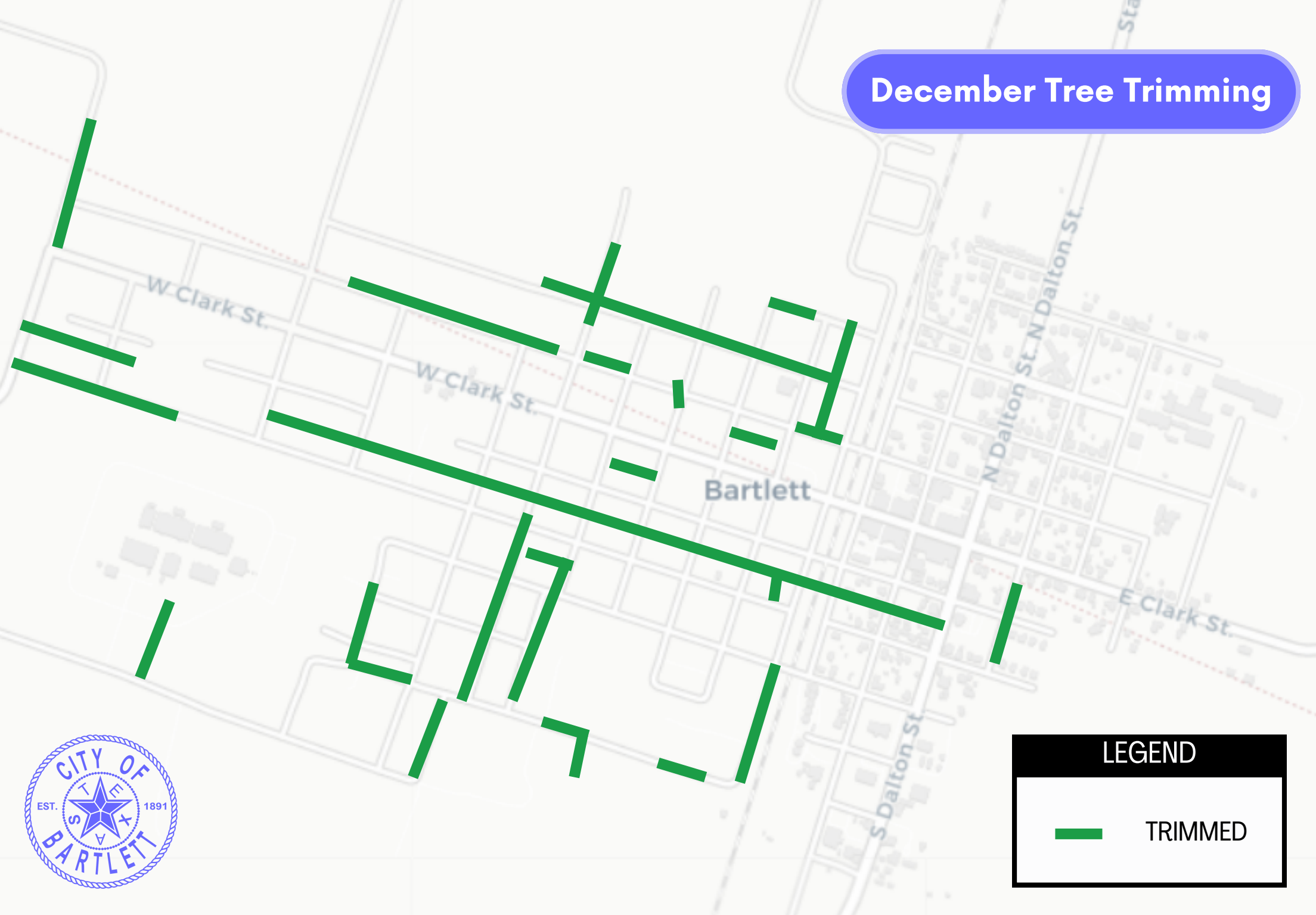
- Worked on pot holes throughout town
 - o Will continue to focus efforts as time allows
- Scheduled Techline from (2/7-2/8) to complete several work orders
 - o All CT AMI meters have been set
 - o Pole sets
- AMI Implementation
 - o Ordered all the meters needed for Book 6 (54) and have the meters for Book 5 (33) to begin working on changing out meters over the next few weeks
- Fleet
 - o All vehicles are up to date on maintenance
 - o Key was made for the digger truck; a battery replacement is needed
 - o Hydraulics were fixed on the small bucket truck
 - Hydraulics will be exercised weekly
 - o The flat bed has been repaired and is now in operation
- Wastewater Treatment Plant



DEPARTMENT REPORTS – Public Works

- The City has one pump working currently; the 2nd pump that was refurbished is complete and will be installed soon
 - Motors have burned out every few months on the pumps that have been placed due to faulty wiring
 - T. Morales will be fixing the wiring to avoid these issues from occurring in the future

December Tree Trimming



LEGEND	
	TRIMMED

VEHICLE INSPECTION, REPAIR, AND MAINTENANCE RECORD

#5

VEHICLE IDENTIFICATION

MAKE	VIN
2012 CHEVY Silverado	1GB1CVCGXDF133096
MODEL YEAR	MONTH
James Fletcher	JANUARY
DRIVER	T# 5

INSPECTION, REPAIR, MAINTENANCE INFORMATION

I	R	M	DATE (MM/DD/YY)	MILEAGE	TYPE	NEXT DUE SERVICE (DATE OR MILEAGE)
		✓	1-15-24	75745	OIL CHANGE	
	✓		1-15-24	75745	TIRE ROTATION	
✓			1-15-24	75745	CHECK FLUID LEVELS/REFILL IF NEEDED	
✓			1-15-24	75745	INSPECT WIPERS/REPLACE IF NEEDED	
✓			1-15-24	75745	COMPLETE INSPECTION/REGISTRATION	
		✓	1-15-24	75745	ADDRESS WARNING LIGHTS - INFORM SUPERINTENDENT	

I = inspection; R = repair; M = maintenance
 Note: For buses, pushout windows, emergency exits, and exit lighting must be inspected every 90 days.

VEHICLE INSPECTION, REPAIR, AND MAINTENANCE RECORD

VEHICLE IDENTIFICATION

MAKE FORD	VIN 1FD8X3AT2CEC30795
MODEL YEAR 2012 F350 SUPER DUTY	MONTH JANUARY
DRIVER BILL HUNSINGER	TH3

INSPECTION, REPAIR, MAINTENANCE INFORMATION

I	R	M	DATE (MM/DD/YY)	MILEAGE	TYPE	NEXT DUE SERVICE (DATE OR MILEAGE)
		✓	1/15/24	187620	OIL CHANGE	
	✓		1/15/24	187620	TIRE ROTATION	
✓			1/15/24	187620	CHECK FLUID LEVELS/REFILL IF NEEDED	
✓			1/15/24	187620	INSPECT WIPERS/REPLACE IF NEEDED	
✓			1/15/24	187620	COMPLETE INSPECTION/REGISTRATION	
		✓	1/15/24	187620	ADDRESS WARNING LIGHTS - INFORM SUPERINTENDENT	
✓	✓		1/15/24	187620	FRONT END NEEDS TO BE INSPECTED	
	✓				GENERATOR GAS LEAK	
	✓				CRANE BROKEN WIRE + FLUID CHANGE	

I = inspection; R = repair; M = maintenance
 Note: For buses, pushout windows, emergency exits, and exit lighting must be inspected every 90 days.

VEHICLE INSPECTION, REPAIR, AND MAINTENANCE RECORD

VEHICLE IDENTIFICATION

2

FORD 350

MAKE	VIN
2015	JANUARY 1-15-24
MODEL YEAR	MONTH
JIMMY FLETCHER	T# 2
DRIVER	

INSPECTION, REPAIR, MAINTENANCE INFORMATION

I	R	M	DATE (MM/DD/YY)	MILEAGE	TYPE	NEXT DUE SERVICE (DATE OR MILEAGE)
		✓	1-15-24		OIL CHANGE	
	✓		1-15-24		TIRE ROTATION	
✓			1-15-24		CHECK FLUID LEVELS/REFILL IF NEEDED	
✓			1-15-24		INSPECT WIPERS/REPLACE IF NEEDED	
✓			1-15-24		COMPLETE INSPECTION/REGISTRATION	
		✓	1-15-24		ADDRESS WARNING LIGHTS - INFORM SUPERINTENDENT	
	✓				PARK LIGHT'S DONT WORK	

I = inspection; R = repair; M = maintenance
 Note: For buses, pushout windows, emergency exits, and exit lighting must be inspected every 90 days.

VEHICLE INSPECTION, REPAIR, AND MAINTENANCE RECORD

VEHICLE IDENTIFICATION

CHEVRY 2500 HD **1G2C2VCG90Z129751**
MAKE VIN
2012 **JANUARY - 1-15-2024**
MODEL YEAR MONTH
DARRITT CRATERS **T # 4**
DRIVER

INSPECTION, REPAIR, MAINTENANCE INFORMATION

I	R	M	DATE (MM/DD/YY)	MILEAGE	TYPE	NEXT DUE SERVICE (DATE OR MILEAGE)
		✓	1-15-2024	129122	OIL CHANGE	
	✓		1-15-2024	129122	TIRE ROTATION	
✓			1-15-2024	129122	CHECK FLUID LEVELS/REFILL IF NEEDED	
✓			1-15-2024	129122	INSPECT WIPERS/REPLACE IF NEEDED	
✓			1-15-2024	129122	COMPLETE INSPECTION/REGISTRATION	
		✓	1-15-2024	129122	ADDRESS WARNING LIGHTS - INFORM SUPERINTENDENT	
		✓			Neat New Tire	

I = inspection; R = repair; M = maintenance
 Note: For buses, pushout windows, emergency exits, and exit lighting must be inspected every 90 days.



**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	59
4	20

Total Dispatched Calls of Service (Bell County): 106 Calls of Service

Total Non-Dispatched Calls of Service: 51 Calls of Service (No Event Priority Level)

Total Active Investigations: 7 Investigations Active (January)

Total Closed Investigations: 4 Investigations

Pending Investigations Sent to District/County Attorney: 4 Investigations

Arrests/Warrants: 3 Pending Completed Investigation

Total Dispatched Calls of Service Including Active Investigations, Arrests/Warrants and Non-Dispatched Calls of Service: **175 Calls of Service**

Total Active Duty Officers: 3 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

7:00 PM
Monday, January 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 7:00 PM
 All Present
 Quorum declared

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 | Nothing at this time |
| 2. Teinert Memorial Library Board Monthly Update | AP Mitchell gave report-asks for more volunteers |
| 3. Municipal Development District (MDD) Monthly Update | Meeting will be held on 01.09.2024 |
| 4. Parks & Facilities Committee Monthly Update | Nothing at this time. |
| 5. James M. Grant Citizen of the Year Awards
Deana Shiplett | Awards presented to Andrew "AP" Mitchell and |

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
 - d. Development Services
 - e. Utility Billing
 - f. Public Works
 - g. Police
7. Approve minutes from the following meeting:
 - a. 12.11.2023 – Regular

MPT Weaver made the motion to accept and approve all but 6a and 6f.



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 Gilmore seconded the motion.
Motion passed 5-0

6a. Discussion – CM Gilmore suggested that moving forward the focus of the Christmas dinner be on employees and will be discussed during FY2025 budget development.

6f. Discussion- CM Gilmore has suggested that the public works department supervisor and employees be ready for upcoming bad weather in regards to all maintenance and equipment being ready to go when the need arises. Also, suggested making a checklist for future readiness.

WORKSHOP AGENDA: REVIEW/DISCUSS AND PROVIDE DIRECTION

- 8. Presentation and discussion on Personnel Policy and possible updates. **Council would like to have another workshop to discuss changes.**
- 9. Presentation and discussion on Utility Rate Study. **City Administrator presented.**
- 10. Presentation and discussion on the submissions for General Engineering Services rotation list. **Council discussed firms for General Engineering Services.**

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.)

PUBLIC HEARINGS

- 11. Hold public hearing to consider an amendment to Ordinance 2023-0626-01 the Planned Development District zoning.
Opened at 08:29 pm Closed at 08:30 pm - No one signed up to speak

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

- 12. Consideration and possible action to approve an amendment to Ordinance 2023-0626-01 the Planned Development District zoning.
MPT Weaver made the motion to approve and amend Ordinance 2023-0626-01 to change the acreage required to 5 acres in the Planned Development District zoning.
CM Gilmore seconded the motion
Motion passes 5-0

- 13. Consideration and possible action to approve a variance request at approximately 311 NW Front St, Bartlett, TX in R-2 Duplex and Apartments to allow for a conditional use to place a Manufactured Home.
CM Cooper made the motion to approve a variance at 311 NW Front Street Bartlett Texas in R-2 Duplex and Apartments to allow for a conditional use to place a Manufactured Home.
CM Jones seconded
Motion passes 3-2

- 14. Consideration and possible action to approve an engagement agreement with the Law Offices of Patricia Erlinger Carls to serve as the City’s development attorney.
MPT Weaver made the motion to approve an engagement agreement with the Law Offices of Patricia Erlinger Carls to serve as the City’s development attorney.



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 Gilmore seconded the motion
Motion passes 5-0

15. Consideration and possible action to award the utilities rate study.

MPT Weaver made the motion to award the utilities rate study to NewGen Strategies and Solutions at a cost not to exceed \$59,765.00

CM Gilmore seconded the motion
Motion passes 5-0

FUTURE AGENDA ITEMS

AMI implementation plan, CT Meters, Personnel Policy

ADJOURN

CM Cooper made the motion to adjourn
CM Jones seconded
Motion passes 5-0
Adjourned at 9:32 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

7:00 PM
Monday, January 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

Called to order at 7:00 P.M.
Gayle Jones – absent
Quorum declared

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.)

Jennifer Tucker - signed up to speak on hotel occupancy tax.

WORKSHOP AGENDA: REVIEW/DISCUSS AND PROVIDE DIRECTION

1. Presentation, update, and discussion on AMI Implementation.
City Administrator presented, and council provided direction to move forward.
2. Presentation, update and discussion on personnel policy.
Council agreed with recommendation asked for longevity options to be brought to next Council meeting.
3. Discussion and direction on recruitment and retention.
Council provided direction to include in FY 2025 budget development.

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.)

PUBLIC HEARINGS

4. Hold public hearing to consider Ordinance 2024-0122-01 for the annexation of tract or parcel being 17.91 acres, more or less, situated adjacent to the City of Bartlett, W. C. Wilson Survey, A-856, Bell County.
Opened at 7:42 PM
No one signed up to speak.
Closed at 7:43 PM

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

5. Consideration and possible action to approve Ordinance 2024-0122-01 for the annexation of tract or parcel being 17.91 acres, more or less, situated adjacent to the City of Bartlett, W. C. Wilson Survey, A-856, Bell County.



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

MPT Weaver made the motion to approve Ordinance 2024-0122-01 for the annexation of tract or parcel being 17.91 acres, more or less situated adjacent to the City of Bartlett, W.C. Wilson survey, A-856, Bell County.

CM Gilmore seconded the motion

Motion passed 4-0

6. Consideration and possible action to approve 24-01-MSA with Gessner Engineering for General Engineering services.

CM Gilmore made the motion to approve 24-01-MSA with Gessner Engineering for General Engineering services.

CM Luna seconded the motion.

Motion passed 4-0

7. Consideration and possible action to approve 24-02-MSA with Kasberg, Patrick and Associates, LP for General Engineering services.

MPT Weaver made the motion to approve 24-02-MSA with Kasberg, Patrick and Associates, LP for General Engineering services.

CM Luna seconded the motion.

Motion passed 4-0

FUTURE AGENDA ITEMS

ADJOURN

CM Cooper made the motion to adjourn the meeting.

CM Gilmore seconded the motion.

Meeting adjourned at 7:49 PM

MINUTES APPROVED:

X

Chad Mees
Mayor

ATTEST:

X

Brenda Kelley
City Clerk

Racial Profiling Report | Full report

Agency Name: BARTLETT POLICE DEPARTMENT
Reporting Date: 2/6/2024
TCOLE Agency Number:
Chief Administrator: Chief Markus Holt
Agency Contact:
Phone: (254) 527-3733
Email:
Mailing Address: 202 North Dalton, Bartlett, TX 76511

This Agency filed a full report

BARTLETT POLICE
DEPARTMENT

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

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the BARTLETT POLICE
DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the BARTLETT POLICE DEPARTMENT if the individual believes that a peace officer employed by the BARTLETT POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the BARTLETT POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the BARTLETT POLICE DEPARTMENT
- 6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;

- c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- d. whether the peace officer used physical force that resulted in bodily injury during the stop;
- e. the location of the stop;
- f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- a. the Commission on Law Enforcement; and
- b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The BARTLETT POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article 2, 133(c), Code of Criminal Procedure during the reporting period.

Executed by: Chief Markus Holt

Date: 2/6/2024

Racial Profiling Report | Full Report

BARTLETT POLICE DEPARTMENT

1/1/2023 - 12/31/2023

Total stops: 151 100.00%

Street address or approximate location of the stop

City street: 66 43.71%
 US highway: 0 0.00%
 State highway: 81 53.64%
 County road: 1 0.66%
 Private property or other: 3 1.99%

Was race or ethnicity known prior to stop?

Yes: 5 3.31%
 No: 146 96.69%

Race or ethnicity

Alaska Native/American Indian: 1 0.66%
 Asian/Pacific Islander: 10 6.62%
 Black: 13 8.61%
 White: 66 43.71%
 Hispanic/Latino: 61 40.40%

Gender

Female:

Total	<u>51</u>	<u>33.77%</u>					
	Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>3</u>	<u>5.88%</u>	
	Black	<u>3</u>	<u>5.88%</u>	White	<u>27</u>	<u>52.94%</u>	Hispanic/Latino <u>18</u> <u>35.29%</u>

Male:

Total	<u>100</u>	<u>66.23%</u>					
	Alaska Native/American Indian	<u>1</u>	<u>1.00%</u>	Asian/Pacific Islander	<u>7</u>	<u>7.00%</u>	
	Black	<u>10</u>	<u>10.00%</u>	White	<u>39</u>	<u>39.00%</u>	Hispanic/Latino <u>43</u> <u>43.00%</u>

Racial Profiling Report | Full Report

BARTLETT POLICE DEPARTMENT

1/1/2023 - 12/31/2023

Reason for stop?

Violation of law:

Total	3	1.99%					
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	1	33.33%		
Black	0	0.00%	White	1	33.33%	Hispanic/Latino	1 33.33%

Preexisting knowledge:

Total	0	0.00%					
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%		
Black	0	0.00%	White	0	0.00%	Hispanic/Latino	0 0.00%

Moving traffic violation:

Total	119	78.81%					
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	8	6.72%		
Black	10	8.40%	White	54	45.38%	Hispanic/Latino	47 39.50%

Vehicle traffic violation:

Total	29	19.21%					
Alaska Native/American Indian	1	3.45%	Asian/Pacific Islander	1	3.45%		
Black	3	10.34%	White	11	37.93%	Hispanic/Latino	13 44.83%

Was a search conducted?

Yes:

Total	5	3.31%					
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%		
Black	0	0.00%	White	3	60.00%	Hispanic/Latino	2 40.00%

No:

Total	146	96.69%					
Alaska Native/American Indian	1	0.68%	Asian/Pacific Islander	10	6.85%		
Black	13	8.90%	White	63	43.15%	Hispanic/Latino	59 40.41%

Reason for Search?

Consent:

Total	1	0.66%					
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%		
Black	0	0.00%	White	0	0.00%	Hispanic/Latino	1 100.00%

Contraband:

Total	0	0.00%					
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%		
Black	0	0.00%	White	0	0.00%	Hispanic/Latino	0 0.00%

Racial Profiling Report | Full Report

BARTLETT POLICE DEPARTMENT

1/1/2023 - 12/31/2023

Probable cause:

Total	2	1.32%				
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%	
Black	0	0.00%	White	2	100.00%	Hispanic/Latino 0
						0.00%

Inventory:

Total	2				
Alaska Native/American Indian	0		Asian/Pacific Islander	0	
Black	0		White	1	
					Hispanic/Latino 1

Incident to arrest:

Total	0	1.32%			
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
Black	0	0.00%	White	0	50.00%
					Hispanic/Latino 0
					50.00%

Was Contraband discovered?

Yes:

Total	1	0.66%	Did the finding result in arrest (total should equal previous column)?					
Alaska Native/American Indian	0	0.00%	Yes	0	0.00%	No	0	0.00%
Asian/Pacific Islander	0	0.00%	Yes	0	0.00%	No	0	0.00%
Black	0	0.00%	Yes	0	0.00%	No	0	0.00%
White	0	0.00%	Yes	0	0.00%	No	0	0.00%
Hispanic/Latino	1	100.00%	Yes	1	100.00%	No	0	0.00%

No:

Total	4	2.65%			
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
Black	0	0.00%	White	3	75.00%
					Hispanic/Latino 1
					25.00%

Description of contraband

Drugs:

Total	1	0.66%			
Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
Black	0	0.00%	White	0	0.00%
					Hispanic/Latino 1
					100.00%

Currency:

Total	0	0.00%
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Racial Profiling Report | Full Report

BARTLETT POLICE DEPARTMENT

1/1/2023 - 12/31/2023

Alaska Native/American Indian	0	<u>0.00%</u>	Asian/Pacific Islander	0	<u>0.00%</u>
Black	0	<u>0.00%</u>	White	0	<u>0.00%</u>
			Hispanic/Latino	0	<u>0.00%</u>

Weapons:

Tctal	0	<u>0.00%</u>	Alaska Native/American Indian	0	<u>0.00%</u>
			Asian/Pacific Islander	0	<u>0.00%</u>
			Black	0	<u>0.00%</u>
			White	0	<u>0.00%</u>
			Hispanic/Latino	0	<u>0.00%</u>

Alcohol:

Tctal	0	<u>0.00%</u>	Alaska Native/American Indian	0	<u>0.00%</u>
			Asian/Pacific Islander	0	<u>0.00%</u>
			Black	0	<u>0.00%</u>
			White	0	<u>0.00%</u>
			Hispanic/Latino	0	<u>0.00%</u>

Stolen property:

Tctal	0	<u>0.00%</u>	Alaska Native/American Indian	0	<u>0.00%</u>
			Asian/Pacific Islander	0	<u>0.00%</u>
			Black	0	<u>0.00%</u>
			White	0	<u>0.00%</u>
			Hispanic/Latino	0	<u>0.00%</u>

Other:

Tctal	0	<u>0.00%</u>	Alaska Native/American Indian	0	<u>0.00%</u>
			Asian/Pacific Islander	0	<u>0.00%</u>
			Black	0	<u>0.00%</u>
			White	0	<u>0.00%</u>
			Hispanic/Latino	0	<u>0.00%</u>

Result of the stop

Verbal warning:

Tctal	0	<u>0.00%</u>	Alaska Native/American Indian	0	<u>0.00%</u>
			Asian/Pacific Islander	0	<u>0.00%</u>
			Black	0	<u>0.00%</u>
			White	0	<u>0.00%</u>
			Hispanic/Latino	0	<u>0.00%</u>

Written warning:

Total	41	<u>27.15%</u>	Alaska Native/American Indian	0	<u>0.00%</u>
			Asian/Pacific Islander	1	<u>2.44%</u>
			Black	3	<u>7.32%</u>
			White	24	<u>58.54%</u>
			Hispanic/Latino	13	<u>31.71%</u>

Citation:

Total	109	<u>72.19%</u>	Alaska Native/American Indian	1	<u>0.92%</u>
			Asian/Pacific Islander	9	<u>8.26%</u>
			Black	10	<u>9.17%</u>
			White	42	<u>38.53%</u>
			Hispanic/Latino	47	<u>43.12%</u>

Racial Profiling Report | Full Report

BARTLETT POLICE DEPARTMENT

1/1/2023 - 12/31/2023

Written warning and arrest:

Tctal	0	0.00%				
	Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%	White	0	0.00%
				Hispanic/Latino	0	0.00%

Citation and arrest:

Tctal	1	0.66%				
	Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%	White	0	0.00%
				Hispanic/Latino	1	100.00%

Arrest:

Tctal	0	0.00%				
	Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%	White	0	0.00%
				Hispanic/Latino	0	0.00%

Arrest based on

Violation of Penal Code:

Tctal	0	0.00%				
	Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%	White	0	0.00%
				Hispanic/Latino	0	0.00%

Violation of Traffic Law:

Tctal	1	0.66%				
	Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%	White	0	0.00%
				Hispanic/Latino	1	100.00%

Violation of City Ordinance:

Total	0	0.00%				
	Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%	White	0	0.00%
				Hispanic/Latino	0	0.00%

Outstanding Warrant:

Total	0	0.00%				
	Alaska Native/American Indian	0	0.00%	Asian/Pacific Islander	0	0.00%
	Black	0	0.00%	White	0	0.00%
				Hispanic/Latino	0	0.00%

Racial Profiling Report | Full Report
BARTLETT POLICE DEPARTMENT
1/1/2023 - 12/31/2023

Was physical force resulting in bodily injury used during stop?

Yes:

Total	<u>0</u>	<u>0.00%</u>					
Alaska Native/American Indian	<u>0</u>	<u>0.00%</u>	Asian/Pacific Islander	<u>0</u>	<u>0.00%</u>		
Black	<u>0</u>	<u>0.00%</u>	White	<u>0</u>	<u>0.00%</u>	Hispanic/Latino	<u>0</u>
							<u>0.00%</u>

No:

Total	<u>151</u>	<u>100.00%</u>					
Alaska Native/American Indian	<u>1</u>	<u>0.66%</u>	Asian/Pacific Islander	<u>10</u>	<u>6.62%</u>		
Black	<u>13</u>	<u>8.61%</u>	White	<u>66</u>	<u>43.71%</u>	Hispanic/Latino	<u>61</u>
							<u>40.40%</u>

Number of complaints of racial profiling?

Total	<u>0</u>	<u>0.00%</u>		
Resulted in disciplinary action	<u>0</u>	<u>0.00%</u>		
Did not result in disciplinary action	<u>0</u>	<u>0.00%</u>		

Submitted electronically to the



The Texas Commission on Law Enforcement

**MASTER SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
TASK ORDER EDITION
CONTRACT NO. 24-03-MSA**

THIS IS AN AGREEMENT effective as of February 13, 2024 (“Effective Date”) between City of Bartlett, TX (“Owner” or “City”) and Kimley-Horn and Associates, Inc. (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services (“Services”) will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. The general format of a Task Order is shown in Attachment 1 to this Agreement.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- D. A Task Order will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order unless and until a Task Order is executed by Owner and Engineer.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order. When Services under a Task Order are eighty percent (80 %) complete, Engineer shall provide written notice to Owner’s Designated Representative (1) certifying that Engineer will complete the scope of Services for the amount of the Task Order and in the time required by the Task Order; or (2) explaining why Engineer is unable or unwilling to make such

certification. When a Task Order includes more than one phase of Services, Engineer shall provide the notice at eighty percent (80%) completion of each phase.

- C. Changes in an approved Task Order may be initiated by the Engineer or Owner by a Task Order Amendment. The Task Order Amendment shall: (i) describe a change in scope, including Services to be added, changed, or deleted; (ii) state the additional cost or cost reduction; and (iii) described schedule changes, if any. A Task Order Amendment will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order Amendment unless and until the Task Order Amendment is executed by Owner and Engineer. Oral amendments to a Task Order will have no effect, except in cases of an emergency threatening personal injury or property damage. In such case, the Owner and Engineer will document the Task Order Amendment in writing, as soon as possible.
- D. If Engineer becomes aware that a change concerning a Specific Project may require a Task Order Amendment to increase the scope of Services, request additional cost or request additional time, Engineer shall provide written notice to the Owner's Designated Representative within ten (10) days. If Engineer determines that a Task Order Amendment is required as a result of the change, Engineer shall initiate a Task Order Amendment within ten (10) days.

1.03 *Task Order Amount.* Engineer shall provide a not-to-exceed amount to perform the scope of Services included in the Task Order. A Level of Effort Table will be submitted to Owner to document and support Engineer's calculation of the not to exceed amount, including but not limited to a Standard Hourly Rate Schedule and a Reimbursable Expense Schedule.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General.* Owner shall have the responsibilities set forth herein, in this Agreement and in a Task Order.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term.* This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement.

3.02 *Times for Rendering Services*

- A. The times for performing Services or providing deliverables will be stated in each Task Order. Notwithstanding any other provision of this Agreement, the Engineer shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Owner, third parties, or governmental agencies.
- B. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its Services.
- C. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages resulting from such failure.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Invoices – Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with the specific Task Order. Engineer shall submit invoices to Owner on a monthly basis.

4.02 *Payments*

- A. Owner agrees to pay Engineer in accordance with Texas Government Code Chapter 2251. Payment of each invoice will be due within 30 days of receipt. Engineer shall pay all Consultants and other expenses incurred under the Task Order in accordance with Texas Government Code Chapter 2251.
- B. *Compensation Methods.* Engineering Services will be compensated in accordance with one or more of the following methods as specified in the Task Order:
 - 1. *Lump Sum Method.* The Lump Sum will include compensation for Engineer’s services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. Owner will pay Engineer for reasonable and customary Reimbursable Expenses in addition to the Lump Sum.
 - 2. *Standard Hourly Rates Method.* The cumulative hours charged to the Specific Project is calculated by multiplying each class of Engineer’s employees by the Engineers provided standard hourly rates for each applicable billing class for all Services performed on the Specific Project and Consultant’s charges, if any. Standard hourly rates include salaries and wages paid to personnel in each billing class plus the cost of Customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit. In addition, Owner will pay Engineer for reasonable and customary Reimbursable Expenses.
- C. *Failure to Pay.* If Owner fails to make any payment that is due, Engineer may, after giving seven (7) days written notice to Owner, suspend services under the Task Order until Owner pays the amount due.
- D. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Cost.*

- A. Engineer’s opinions of probable Construction Cost are to be made on the basis of Engineer’s experience and qualifications and represent Engineer’s judgment as an experienced and qualified professional generally familiar with the construction industry. However, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.
- B. Engineer’s opinions of Total Project Costs are to be made on the basis of Engineer’s experience and qualifications and represent Engineer’s judgment as an experienced and

- qualified professional generally familiar with the construction industry. However,
- B. Engineer cannot and does not guarantee that Total Project Costs will not vary from opinions of Total Project Costs prepared by Engineer.
 - C. Notwithstanding the above and in addition to, because the Engineer does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Owner wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Engineer's services required to bring costs within any limitation established by the Owner will be paid for as Additional Services.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by the terms of the Task Order. Engineer shall have no liability whatsoever for any costs arising out of the Owner's decision to obtain bids or proceed with construction before the Engineer has issued final, fully approved plans and specifications. The Owner acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. In accordance with the standard of care in the Texas Local Government Code 271.904(d), the standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers. Engineer warrants that the professional engineering and related services performed or furnished by Engineer under this Agreement, and Task Order issued under this Agreement, if any, shall meet such standard of care.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information, not reasonably known or discoverable by Engineer.
- C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants

may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. Engineer and Owner shall comply with applicable and published Laws and Regulations. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its Services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.
- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- J. Engineer shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of the Services. Engineer shall not purport to be an employee or agent of the City and shall not have any right or power to bind the City to any obligation.
- K. Engineer shall procure and maintain at its expense all licenses and permits necessary to perform Services. Engineer shall require that its employees and Consultants are properly licensed to perform their respective portion of Services.
- L. The Services to be performed under this Agreement shall be performed entirely at Engineer's risk. Engineer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services to be performed under this Agreement. Engineer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the Services, endangered species, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Engineer, Consultant, or anyone

employed by either of them shall be remedied by Engineer.

6.02 *Ownerships of Documents*

- A. City shall have the title to and ownership of all documents produced or developed by Engineer in connection with a Task Order issued pursuant to this Agreement. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Engineer shall deliver all documents to the Owner at completion of the Specific Project under a Task Order, termination of Services under a Task Order, or upon Owner's request. Engineer may retain copies of its work product.
- B. Any modifications by the Owner to any of the Engineer's documents, or any use, partial use or reuse of the documents without written authorization by the Engineer will be at the Owner's sole risk and without liability to the Engineer.

6.03 Insurance

- A. At all times for the term of this Agreement and when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, “Insurance.” Engineer’s failure to purchase and maintain the required insurance shall be grounds for Owner’s termination or suspension of this Agreement or a Task Order.
- B. Engineer shall cause Owner and its elected officials, officers, directors, employees, representatives and volunteers to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statute of repose. As respects the Workers Compensation policy, the Engineer will waive subrogation in favor of the Owner.
- C. Engineer must complete and forward the required Certificates of Insurance to the Owner when Engineer executes this Agreement as verification of coverage required as indicated. Engineer shall not provide any Services under a Task Order until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Engineer and shall not be construed to be a limitation of liability on the part of Engineer. Engineer must also complete and forward the required Certificates of Insurance to the Owner whenever a previously identified policy period has expired as verification of continuing coverage.
- D. Engineer’s insurance coverage shall be written by companies licensed and authorized to do business in the State of Texas before the policies are issued and shall be written by companies with A.M. Best rating A VIII or better.
- E. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation, as well as the Certificates of Insurances shall indicate: City of Bartlett, 140 West Clark Street, Bartlett, Texas 76537, ATTN: City Administrator.
- F. The “other insurance” clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is agreed that the Engineer’s general liability insurance shall be considered primary with respect to any insurance or self insurance carried by the Owner. The Owner’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insured’s liability.
- G. If insurance policies are not written for the specified amounts, Engineer shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- H. Owner shall be entitled, upon request and without expense, to receive “certified copies” of endorsements

- I. Owner reserves the right to review the insurance requirements during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the Owner. Owner may request, in a Task Order or Task Order Amendment, that Engineer and its Consultants provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner in the Task Order or Task Order Amendment.
- J. Engineer shall not allow any insurance to be cancelled nor permit any insurance to lapse during the term of this Agreement or as required in this Agreement. The policies must contain the following language: “This policy shall not be cancelled or not renewed until after thirty (30) days prior written notice has been given to the additional insured, the City of Bartlett.” In addition, Engineer shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.
- K. Engineer shall be responsible for premiums, deductibles and self-insured retentions, if any, as stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.
- L. If Owner’s property is being transported or stored off-site by Engineer, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner’s property.
- M. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of Engineer.
- N. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall require each Consultant performing work under a Task Order to maintain during the term of the Task Order, at the Consultant’s expense, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Engineer may include its Consultants as additional insureds on its own coverage as prescribed under these requirements. The Engineer’s Certificate of Insurance shall note in such event that the Consultants are included as additional insureds and that Engineer agrees to provide Workers Compensation for the Consultants and their employees. The Engineer shall obtain and monitor the Certificates of Insurance from each Consultant in order to comply with the insurance requirements. The Engineer must retain the Certificates of Insurance for the duration of the Task Order plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Consultants. The Owner shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.
- O. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as

additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

6.04 *Suspension and Termination*

A. *Suspension*

1. Owner has the right to suspend all or any portion of the Services to be performed under a Task Order upon ten (10) days written notice to Engineer. Upon receipt of a notice of suspension, Engineer shall:
 - a. immediately suspend Services on the date and to the extent specified in the notice;
 - b. protect and maintain the portion of the Services completed, including the portion of the Services suspended, unless otherwise specifically stated in the notice; and
 - c. continue to perform the Services not suspended.
2. If Owner suspends Services to be performed under a Task Order, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of suspension. Owner will also reimburse Engineer for the following costs, without duplication of any item, to the extent that such costs actually result from such suspension of Services:
 - a. a reasonable standby charge to compensate Engineer for keeping (to the extent required in the notice) its organization and equipment committed to the Services in standby status;
 - b. reasonable costs associated with demobilization of Engineer's facility, forces and equipment; and
 - c. reasonable cost of maintaining and protecting that portion of the Services upon which activities have been suspended.
3. Engineer shall not be entitled to receive any other compensation or reimbursement resulting from a suspension in Services under a Task Order.
4. Upon receipt of notice to restart the suspended portion of Services, Engineer shall immediately resume performance to the extent required in the notice. Within ten (10) days after receipt of notice to resume the suspended portion, the Engineer shall submit a revised schedule for approval by Owner. If, as a result of any suspension, the cost to Engineer of subsequently performing the Services or the time required to perform the Services is changed, Engineer may initiate a Task Order Amendment.

- B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:
1. For Cause,
 - a. The obligation to provide further services under this Agreement, or under a Task Order, may be terminated by Owner, for cause, upon ten (10) days written notice in the event of substantial failure by Engineer to perform in accordance with this Agreement or any Task Order. This Agreement, or Task Order, will not terminate if the Engineer corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Engineer fails to cure the default, Owner may provide written notice of termination to Engineer.
 - b. The obligation to provide further services under this Agreement, or under Task Order, may be terminated by Engineer, for cause, upon ten (10) days written notice in the event of substantial failure by Owner to perform in accordance with the terms of this Agreement or any Task Order. This Agreement, or a Task Order, will not terminate if the Owner corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Owner fails to cure the default, Engineer may provide written notice of termination to Owner.
 2. For Convenience,
 - a. Owner has the right to terminate a Task Order under this Agreement for convenience at any time by providing ten (10) days written notice to Engineer. Upon receipt of a notice of termination for convenience, Engineer shall:
 - 1) immediately cease providing Services under the Task Order; and
 - 2) protect and maintain the portion of the Services completed, unless otherwise specifically stated in the notice.
 - b. In the event of a termination for convenience, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of termination. Owner shall not be liable for special, incidental, consequential or punitive damages, for loss of anticipated future Services, anticipated profits, administrative costs or overhead on anticipated Services, or other indirect costs as a result of a termination for convenience.

6.05 *Controlling Law*

- A. This Agreement is to be governed by and construed in accordance with Texas law. Owner and Engineer each submit to the exclusive jurisdiction of the state and federal courts in Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

6.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. There are no third-party beneficiaries to this Agreement. The provisions of this Agreement do not, and shall not be construed to, create any legal or equitable right, remedy or claim enforceable by any person or entity other than Owner and Engineer. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.07 *Dispute Resolution*

- A. If a dispute arises under this Agreement or a Task Order, Owner and Engineer agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.
- B. If the Parties fail to resolve a dispute through negotiation under Paragraph 6.07.A, then Owner and Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or a Task Order to mediation.
- C. If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Engineer arising out of or relating to this Agreement or Task Order (a) may be submitted to binding arbitration by written agreement of the Parties, or (b) may be filed by either Party in a court of competent jurisdiction.
- D. Upon Owner's request, Engineer shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement or a Task Order.

6.08 *Environmental Condition of Site*

- A. With respect to each Task Order, Specific Project, and Site:
1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
 2. Owner represents to Engineer that to its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
 3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations. Engineer shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions.
 4. If Engineer or any other Party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until the Site is in full compliance with applicable Laws and Regulations.
 5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under a Task Order, then the Engineer shall have the option of (a) submitting a Task Order Amendment for adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause.

6.09 *Indemnification*

- A. **General Obligation to Indemnify and Defend. TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, , AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS, , AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY OR REULTS FROM THIS AGREEMENT, ANY TASK ORDER, OR ANY SPECIFIC PROJECT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR TASK ORDER. ENGINEER FURTHER AGREES TO DEFEND (EXCEPT FOR PORFESSIONAL LIABILITY**

CLAMS), AT ITS OWN EXPENSE, ON BEHALF OF THE OWNER AND IN THE NAME OF THE OWNER, SUITS AND PROCEEDINGS INSTITUTED AGAINST OWNER TO WHICH THE INDEMNITY OBLIGATION APPLIES, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, REASONABLE ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION. THIS PROVISION SHALL BE SUBJECT TO THE LIMITATIONS IN THE TEXAS LOCAL GOVERNMENT CODE SECTION 271.904. THE CONSULTANT IS NOT OBLIGATED TO INDEMNIFY THE CLIENT IN ANY MANNER WHATSOEVER FOR THE CLIENT'S OWN NEGLIGENCE.

B. Intellectual Property.

- 1. ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. ENGINEER SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.**

C. Notwithstanding any other provision in this Indemnity section, this Agreement shall be subject to the limitations set forth in The Texas Local Government Code Section 271.904.

D. Engineer's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.

E. Owner shall promptly notify Engineer, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Engineer shall relieve Engineer of its obligations under this Agreement except to the extent that Engineer can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later

than ten (10) days before the date on which any response to a complaint or summons is due, Engineer shall assume control of the defense and/or resolution of the claim.

- F. *Release.* Engineer assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is to the extent caused by , arising from, or in connection with Consultant's negligent act or omissions with the Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Engineer, any Consultant, or any person or organization directly employed by any of them to perform or furnish Services under this Agreement.

6.10 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing and sent to the Designated Representative by personal delivery, facsimile, registered or certified mail postage prepaid, or a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.
- D. *Waiver.* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Applicability to Task Orders. The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified in the Task Order. In the event of a conflict between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

- E. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.
- F. *Certification Regarding Boycotting Israel.* Pursuant to Chapter 2271, Texas Government Code, Engineer certifies that it (1) does not currently boycott Israel; and (2) will not

boycott Israel during the term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- G. *Certification Regarding Business with Certain Countries and Organizations.* Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Engineer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- H. *Certification Regarding Boycotting Energy Companies.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- I. *Certification Regarding Boycotting Firearm and Ammunition Industries.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- J. *Mutual Waiver of Consequential Damages.* In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits or Task Order, or in the following provisions:
 - 1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
 - 2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.
 - 3. *Agreement* – This "Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
 - 4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.
13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of

services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment, and (iii) meet any other specified milestone.
18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.
19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project. The “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint Contract Document Committee (Document No. C-700, 2007 Edition) will be used unless both Parties mutually agree in a Task Order to use other General Conditions.
28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs* – Polychlorinated biphenyls.
31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses* – Reasonable and customary expenses approved by Owner in a Task Order and incurred directly by Engineer in connection with the performing or furnishing of Services for a Specific Project for which Owner shall pay Engineer.
35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.
36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
40. *Specific Project* – An undertaking of Owner as set forth in a Task Order.
41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.

43. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner.
45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.
46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes		Attachment 1 – Task Order Form
No	A	Schedule of Engineer's Services
No	B	Schedule of Owner's Responsibilities
No	C	Payments to Engineer for Services and Reimbursable Expenses
No	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
No	E	Notice of Acceptability of Work (Form)
No	F	Construction Cost Limit

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes	G	Insurance
No	H	Dispute Resolution
No	I	Allocation of Risks
No	J	Reserved
Yes	K	Amendment to Task Order (Form)

8.02 *Total Agreement*

- A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective Party. Each Task Order shall likewise designate representatives of the Parties. The Designated Representative may be changed with written notice to the Designated Representative of the other Party.

IN WITNESS WHEREOF, the Parties execute this Agreement.

OWNER:

ENGINEER:

By: _____

By: Bradley J Hill

Name: _____

Name: Bradley J. Hill

Title: Mayor, City of Bartlett

Title: Regional Contract Lead

Engineer License or Firm's
Certificate No. (if required by law) F-928

State of: Texas

Date Signed: _____

Date Signed: January 22, 2024

ATTEST:

APPROVED AS TO FORM:

_____, City Secretary

City Attorney

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Title: City Administrator, Mayra Cantu

Phone Number: 737-667-0156

E-Mail
Address: mayra.cantu@bartlett-tx.us

Address for giving notices:

140 W. Clark Street

Bartlett, TX 76537

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Title: Project Manager, Austin Helton

Phone Number: 512-418-4538

E-Mail Austin.helton@kimley-horn.com
Address:

Address for giving notices:

501 S Austin Avenue

Suite 1310

Georgetown, TX 78626

TASK ORDER

Task Order No. xxx-xx-xxx,
consisting of _____ pages.

Task Order

In accordance with paragraph 1.01 of the Master Services Agreement between Owner and XXXXXX. ("Engineer") for Professional Services – Task Order Edition, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

A. Title: _____

B. Description: _____

C. City of Bartlett Project Number: _____

D. Master Services Agreement, Contract Number: XX-XXX-MSA

2. **Services of Engineer**

[Incorporate applicable text or paragraphs from Exhibit A, Schedule of Engineer's Services -- either by reference or by insertion here. Incorporate Exhibits D and/or F if applicable -- either by reference or by insertion here. Supplement or modify as needed for this specific Task Order.]

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in the Agreement subject to the following: *[Here incorporate applicable text or paragraphs for this Specific Project from Exhibit B, Schedule of Owner's Responsibilities – either by reference or by insertion here.]*

4. **Times for Rendering Services**

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

TASK ORDER

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum or Not to Exceed Amount of Compensation for Services</i>
<i>Basic Services (Study and Report, Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)</i>	<i>A. Lump Sum B. Standard Hourly Rates C. [Insert any other compensation method]</i>	
<i>Resident Project Representative and Post- Construction Phase Services</i>	<i>A. Lump Sum B. Standard Hourly Rates C. [Insert any other compensation method]</i>	
<i>Additional Services</i>	<i>A. Lump Sum B. Standard Hourly Rates C. [Insert any other compensation method]</i>	

B. The terms of payment are set forth in Article 4 of the Agreement unless modified in this Task Order.

6. **Consultants:**

7. **Other Modifications to Agreement:**

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. **Attachments:**

9. **Documents Incorporated By Reference:** The Agreement effective _____.

[Supplement with reference to other Documents, if appropriate.]

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 20 ____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineer License or Firm's
Certificate No. _____

State of: Texas

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

TASK ORDER

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: 140 W Clark St.
Bartlett, TX 76537

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _

Phone: _

Fax: _

Fax: _

EXHIBIT G, consisting of 1 page, referred to in and part of the Master Services **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____.

Insurance

Paragraph 6.03 of the Agreement is amended and supplemented to include the following agreement of the parties.

The limits for Engineer's insurance required by paragraph 6.03 of the Agreement are as follows:

Workers' Compensation with statutory limits. Engineer shall certify in writing that the Engineer provides Workers' Compensation Insurance for all of Engineer's employees involved in the Project. In addition, Engineer shall meet each stipulation required by the Texas Workers Compensation Commission. If you have questions concerning the requirements, you are instructed to contact the TID at (800) 252-3439.

Employers Liability with minimum limits for bodily injury: a) by accident, \$250,000 per each accident b) by disease, \$250,000 per employee with a per policy aggregate of \$500,000.

Commercial General Liability including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than 24 months following the last to occur: 1) expiration of this Agreement; or 2) Engineer's completion, and Owner's acceptance, of all Services provided under any and all Task Orders, if any, approved pursuant to the Agreement. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the Agreement.

Business Automobile Liability covering owned, hired, and non-owned vehicles, with minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.

Professional Liability \$2,000,000 per claim. With written approval of the City Administrator, a Claims Made Policy may be accepted for Professional Liability Insurance.

EXHIBIT K, consisting of ____ pages, referred to in and part of the Master Services **Agreement between Owner and Professional Engineer for Professional Services** – Task Order Edition dated ____.

_____ **Amendment to Task Order No.** _____

1. Specific Project Data:

- A. Title: _____
- B. Description: _____

- C. City of Bartlett Project Number: _____
- D. City of Bartlett General Ledger Account No.: _____
- E. City of Bartlett Purchase Order No.: _____
- F. Master Services Agreement, Contract Number: 23-0078-MSA

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Responsibilities of Owner
- Modifications to Payment to Engineer
- Modifications to Time(s) for rendering Services
- Modifications to other terms and conditions of the Task Order

3. Description of Modifications

[Include the following paragraphs that are appropriate and delete those not applicable to this Amendment. Refer to paragraph numbers used in the Task Order, the Agreement, or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments. Delete this paragraph after completing form.]

- A. Engineer shall perform the following Additional Services:

- B. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous Amendments, if any, is modified as follows:

- C. The responsibilities of Owner are modified as follows:

- D. For the Additional Services or the modifications to Services set forth above, Owner shall pay Engineer the following additional or modified compensation:

- E. The schedule for rendering Services is modified as follows:

- F. Other portions of the Task Order (including previous Amendments, if any) are modified as follows:

4. Attachments [if any]:

Terms and Conditions: Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and the Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Task Order Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Engineer License or Firm's Certificate No. _____

State of: Texas

APPROVED AS TO FORM:

Doug Montgomery
City Attorney

**MASTER SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
TASK ORDER EDITION
CONTRACT NO. 24-XXX-MSA**

THIS IS AN AGREEMENT effective as of February 13, 2024 (“Effective Date”) between City of
Bartlett, TX (“Owner” or “City”) and WSB LLC (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer’s services (“Services”) will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. The general format of a Task Order is shown in Attachment 1 to this Agreement.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- D. A Task Order will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order unless and until a Task Order is executed by Owner and Engineer.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order. When Services under a Task Order are eighty percent (80 %) complete, Engineer shall provide written notice to Owner’s Designated Representative (1) certifying that Engineer will complete the scope of Services for the amount of the Task Order and in the time required by the Task Order; or (2) explaining why Engineer is unable or unwilling to make such certification.

When a Task Order includes more than one phase of Services, Engineer shall provide the notice at eighty percent (80%) completion of each phase.

- C. Changes in an approved Task Order may be initiated by the Engineer or Owner by a Task Order Amendment. The Task Order Amendment shall: (i) describe a change in scope, including Services to be added, changed, or deleted; (ii) state the additional cost or cost reduction; and (iii) described schedule changes, if any. A Task Order Amendment will be effective when executed by Owner and Engineer. Engineer shall not perform under any prospective Task Order Amendment unless and until the Task Order Amendment is executed by Owner and Engineer. Oral amendments to a Task Order will have no effect, except in cases of an emergency threatening personal injury or property damage. In such case, the Owner and Engineer will document the Task Order Amendment in writing, as soon as possible.
- D. If Engineer becomes aware that a change concerning a Specific Project may require a Task Order Amendment to increase the scope of Services, request additional cost or request additional time, Engineer shall provide written notice to the Owner's Designated Representative within ten (10) days. If Engineer determines that a Task Order Amendment is required as a result of the change, Engineer shall initiate a Task Order Amendment within ten (10) days.

1.03 *Task Order Amount.* Engineer shall provide a not-to-exceed amount to perform the scope of Services included in the Task Order. A Level of Effort Table will be submitted to Owner to document and support Engineer's calculation of the not to exceed amount, including but not limited to a Standard Hourly Rate Schedule and a Reimbursable Expense Schedule.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General.* Owner shall have the responsibilities set forth herein, in this Agreement and in a Task Order.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term.* This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the Effective Date of the Agreement.

3.02 *Times for Rendering Services*

- A. The times for performing Services or providing deliverables will be stated in each Task Order. Time is of the essence.
- B. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its Services.
- C. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages resulting from such failure.

ARTICLE 4 – PAYMENTS TO ENGINEER

- 4.01 *Invoices – Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with the specific Task Order. Engineer shall submit invoices to Owner on a monthly basis.
- 4.02 *Payments*
- A. Owner agrees to pay Engineer in accordance with Texas Government Code Chapter 2251. Engineer shall pay all Consultants and other expenses incurred under the Task Order in accordance with Texas Government Code Chapter 2251.
 - B. *Compensation Methods.* Engineering Services will be compensated in accordance with one or more of the following methods as specified in the Task Order:
 - 1. *Lump Sum Method.* The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. Owner will pay Engineer for reasonable and customary Reimbursable Expenses in addition to the Lump Sum.
 - 2. *Standard Hourly Rates Method.* The cumulative hours charged to the Specific Project is calculated by multiplying each class of Engineer's employees by the Standard Hourly Rates for each applicable billing class for all Services performed on the Specific Project and Consultant's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of Customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit. In addition, Owner will pay Engineer for reasonable and customary Reimbursable Expenses.
 - C. *Failure to Pay.* If Owner fails to make any payment that is due, Engineer may, after giving seven (7) days written notice to Owner, suspend services under the Task Order until Owner pays the amount due.
 - D. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

- 5.01 *Opinions of Cost.*
- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However, Engineer does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.
 - B. Engineer's opinions of Total Project Costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as an experienced and qualified professional generally familiar with the construction industry. However,

Engineer does not guarantee that Total Project Costs will not vary from opinions of Total Project Costs prepared by Engineer.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer in a Task Order, Engineer's rights and responsibilities with respect thereto will be governed by the terms of the Task Order.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers. Engineer warrants that the professional engineering and related services performed or furnished by Engineer under this Agreement, and Task Order issued under this Agreement, if any, shall meet such standard of care.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy that do not meet the standard of care without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information, not reasonably known or discoverable by Engineer.
- C. Engineer shall serve as Owner's prime professional under each Task Order. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner shall comply with applicable Laws and Regulations and additional Owner-mandated standards, if any, that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of the Effective Date of each Task Order. Changes to these requirements after the Effective Date of each Task Order may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its Services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of

any amount due to the Engineer in any way contingent upon Engineer signing any such certification.

- G. Engineer shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.
- H. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- J. Engineer shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of the Services. Engineer shall not purport to be an employee or agent of the City and shall not have any right or power to bind the City to any obligation.
- K. Engineer shall procure and maintain at its expense all licenses and permits necessary to perform Services. Engineer shall require that its employees and Consultants are properly licensed to perform their respective portion of Services.
- L. The Services to be performed under this Agreement shall be performed entirely at Engineer's risk. Engineer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services to be performed under this Agreement. Engineer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to employees, the Services, endangered species, or the property affected by this Agreement. All damage or loss to any property caused in whole or in part by Engineer, Consultant, or anyone employed by either of them shall be remedied by Engineer.

6.02 *Ownerships of Documents*

- A. Upon payment in full for services performed the City shall have the title to and ownership of all documents produced or developed by Engineer in connection with a Task Order issued pursuant to this Agreement. Documents include publications, plans drawings, designs, specifications, photographs, studies, reports schedules, computer programs, and other data and work product, in any form or media. Owner shall have sole ownership of all copyright interest in all documents to the extent that documents may be copyrighted. Engineer shall deliver all documents to the Owner at completion of the Specific Project under a Task Order, termination of Services under a Task Order, or upon Owner's request.

Engineer may retain copies of its work product.

The Owner shall use the work product only for this project and without modification. Any use on any other project or any modification by anyone other than Engineer shall be at the Owners sole risk and liability and the Owner shall indemnify and hold Engineer harmless from any and all damages, claims, liabilities and costs caused by such use or modification.

6.03 Insurance

- A. At all times for the term of this Agreement and when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer's failure to purchase and maintain the required insurance shall be grounds for Owner's termination or suspension of this Agreement or a Task Order.
- B. Engineer shall cause Owner and its elected officials, officers, directors, employees, representatives and volunteers to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. The additional insured status must cover completed operations as well, and the policy covering completed work must remain in effect until the expiration of the statute of repose. As respects the Workers Compensation policy, the Engineer will waive subrogation in favor of the Owner.
- C. Engineer must complete and forward the required Certificates of Insurance to the Owner when Engineer executes this Agreement as verification of coverage required as indicated. Engineer shall not provide any Services under a Task Order until the required insurance is obtained and until such insurance has been reviewed by the Owner. Approval of insurance by the Owner shall not relieve or decrease the liability of Engineer and shall not be construed to be a limitation of liability on the part of Engineer. Engineer must also complete and forward the required Certificates of Insurance to the Owner whenever a previously identified policy period has expired as verification of continuing coverage.
- D. Engineer's insurance coverage shall be written by companies licensed and authorized to do business in the State of Texas before the policies are issued and shall be written by companies with A.M. Best rating A VIII or better.
- E. All endorsements naming the Owner as additional insured, waivers, and notices of cancellation, as well as the Certificates of Insurances shall indicate: City of Bartlett, 140 West Clark Street, Bartlett, Texas 76537, ATTN: City Administrator.
- F. The "other insurance" clause shall not apply to the Owner where the Owner is an additional insured shown on any policy. It is agreed that the Engineer's general liability insurance shall be considered primary with respect to any insurance or self insurance carried by the Owner. The Owner's insurance shall apply separately to each insured against whom a claim is made and/or lawsuits brought, except with respect to the limits of insured's liability.
- G. If insurance policies are not written for the specified amounts, Engineer shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- H. Owner shall be entitled, upon request and without expense, to receive "certified copies" of policies and policy endorsements and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the Parties or the underwriter on any such policies.

- I. Owner reserves the right to review the insurance requirements during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the Owner. Owner may request, in a Task Order or Task Order Amendment, that Engineer and its Consultants provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner in the Task Order or Task Order Amendment.
- J. Engineer shall not allow any insurance to be cancelled nor permit any insurance to lapse during the term of this Agreement or as required in this Agreement. The policies must contain the following language: “This policy shall not be cancelled or not renewed until after thirty (30) days prior written notice has been given to the additional insured, the City of Bartlett.” In addition, Engineer shall provide Owner thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.
- K. Engineer shall be responsible for premiums, deductibles and self-insured retentions, if any, as stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificates of Insurance.
- L. If Owner’s property is being transported or stored off-site by Engineer, then the appropriate property policy will be endorsed for transit and storage in an amount sufficient to protect the Owner’s property.
- M. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of Engineer.
- N. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall require each Consultant performing work under a Task Order to maintain during the term of the Task Order, at the Consultant’s expense, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the Engineer may include its Consultants as additional insureds on its own coverage as prescribed under these requirements. The Engineer’s Certificate of Insurance shall note in such event that the Consultants are included as additional insureds and that Engineer agrees to provide Workers Compensation for the Consultants and their employees. The Engineer shall obtain and monitor the Certificates of Insurance from each Consultant in order to comply with the insurance requirements. The Engineer must retain the Certificates of Insurance for the duration of the Task Order plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Consultants. The Owner shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.
- O. Owner shall require Contractors to purchase and maintain general liability and other insurance in accordance with the requirements of Paragraph 5.04 of the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee, and to cause Engineer and its Consultants to be listed as

additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

6.04 *Suspension and Termination*

A. *Suspension*

1. Owner has the right to suspend all or any portion of the Services to be performed under a Task Order upon ten (10) days written notice to Engineer. Upon receipt of a notice of suspension, Engineer shall:
 - a. immediately suspend Services on the date and to the extent specified in the notice;
 - b. protect and maintain the portion of the Services completed, including the portion of the Services suspended, unless otherwise specifically stated in the notice; and
 - c. continue to perform the Services not suspended.
2. If Owner suspends Services to be performed under a Task Order, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of suspension. Owner will also reimburse Engineer for the following costs, without duplication of any item, to the extent that such costs actually result from such suspension of Services:
 - a. a reasonable standby charge to compensate Engineer for keeping (to the extent required in the notice) its organization and equipment committed to the Services in standby status;
 - b. reasonable costs associated with demobilization of Engineer's facility, forces and equipment; and
 - c. reasonable cost of maintaining and protecting that portion of the Services upon which activities have been suspended.
3. Engineer shall not be entitled to receive any other compensation or reimbursement resulting from a suspension in Services under a Task Order.
4. Upon receipt of notice to restart the suspended portion of Services, Engineer shall immediately resume performance to the extent required in the notice. Within ten (10) days after receipt of notice to resume the suspended portion, the Engineer shall submit a revised schedule for approval by Owner. If, as a result of any suspension, the cost to Engineer of subsequently performing the Services or the time required to perform the Services is changed, Engineer may initiate a Task Order Amendment.

B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For Cause,

- a. The obligation to provide further services under this Agreement, or under a Task Order, may be terminated by Owner, for cause, upon ten (10) days written notice in the event of substantial failure by Engineer to perform in accordance with this Agreement or any Task Order. This Agreement, or Task Order, will not terminate if the Engineer corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Engineer fails to cure the default, Owner may provide written notice of termination to Engineer.
- b. The obligation to provide further services under this Agreement, or under Task Order, may be terminated by Engineer, for cause, upon ten (10) days written notice in the event of substantial failure by Owner to perform in accordance with the terms of this Agreement or any Task Order. This Agreement, or a Task Order, will not terminate if the Owner corrects the failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of the notice. If Owner fails to cure the default, Engineer may provide written notice of termination to Owner.

2. For Convenience,

- a. Owner has the right to terminate a Task Order under this Agreement for convenience at any time by providing ten (10) days written notice to Engineer. Upon receipt of a notice of termination for convenience, Engineer shall:
 - 1) immediately cease providing Services under the Task Order; and
 - 2) protect and maintain the portion of the Services completed, unless otherwise specifically stated in the notice.
- b. In the event of a termination for convenience, Owner shall pay Engineer, as specified in the Task Order, for the Services completed to the date of termination. Owner shall not be liable for special, incidental, consequential or punitive damages, for loss of anticipated future Services, anticipated profits, administrative costs or overhead on anticipated Services, or other indirect costs as a result of a termination for convenience.

6.05 *Controlling Law*

- A. This Agreement is to be governed by and construed in accordance with Texas law. Owner and Engineer each submit to the exclusive jurisdiction of the state and federal courts in Williamson County, Texas. Owner does not waive the defense of sovereign immunity.

6.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. There are no third-party beneficiaries to this Agreement. The provisions of this Agreement do not, and shall not be construed to, create any legal or equitable right, remedy or claim enforceable by any person or entity other than Owner and Engineer. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- D. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.07 *Dispute Resolution*

- A. If a dispute arises under this Agreement or a Task Order, Owner and Engineer agree to negotiate the dispute between them in good faith for a period of 30 days from the date of written notice of the dispute.
- B. If the Parties fail to resolve a dispute through negotiation under Paragraph 6.07.A, then Owner and Engineer agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or a Task Order to mediation.
- C. If mediation is unsuccessful in resolving a dispute, then any and all unsettled claims, counterclaims, and other matters in question between Owner and Engineer arising out of or relating to this Agreement or Task Order (a) may be submitted to binding arbitration by written agreement of the Parties, or (b) may be filed by either Party in a court of competent jurisdiction.
- D. Upon Owner's request, Engineer shall proceed with performance of Services pending final resolution of a dispute arising under this Agreement or a Task Order.

6.08 *Environmental Condition of Site*

A. With respect to each Task Order, Specific Project, and Site:

1. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
2. Owner represents to Engineer that to its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
3. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
4. If Engineer or any other Party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until the Site is in full compliance with applicable Laws and Regulations.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under a Task Order, then the Engineer shall have the option of (a) submitting a Task Order Amendment for adjustment in its compensation or in the time of completion, or both; or (b) terminating this Agreement for cause.

6.09 *Indemnification*

- A. **General Obligation to Indemnify. TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, AND CAUSES OF ACTION, OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TASK ORDER, OR ANY SPECIFIC PROJECT, TO THE EXTENT CAUSED BY 1) THE NEGLIGENT ACT OR OMISSION OR WILLFUL ACTS OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS OR 2) MATERIAL BREACH OF THIS AGREEMENT OR TASK ORDER.**

B. Intellectual Property.

- 1. ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND VOLUNTEERS OF AND FROM DAMAGES, CLAIMS, LOSSES, DEMANDS, FORFEITURES, PENALTIES, FINES, COSTS, LAWSUITS, LIABILITIES, ACTIONS, CAUSES OF ACTION OF EVERY KIND WHATSOEVER, AND EXPENSES, INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ATTORNEYS, AND OTHER PROFESSIONALS, AND COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, AND EXPENSES AND COSTS OF INVESTIGATION, TO THE EXTENT CAUSED BY ALLEGED INFRINGEMENT OF PATENT OR COPYRIGHT OF THE UNITED STATES OR OF ANY TRADEMARK OR TRADE SECRET PROTECTED BY EITHER FEDERAL OR STATE LAW BY ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, EMPLOYEES, OR CONSULTANTS. ENGINEER SHALL, AT ITS OWN EXPENSE, DEFEND SUITS OR PROCEEDINGS INSTITUTED AGAINST OWNER, AND PAY AWARDS OF DAMAGES ASSESSED WHICH RESULT FROM ANY SUCH CLAIM, SUIT OR PROCEEDING, INCLUDING ASSOCIATED EXPENSES, ATTORNEY FEES, COSTS OF INVESTIGATION, ARBITRATION AND/OR LITIGATION, AND SHALL ABIDE BY RESULTING DECREES AND COMPROMISES.**

- 2. IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT, BY GIVING A SATISFACTORY BOND OR OTHERWISE, TO SECURE THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION. IF THE SERVICES ARE HELD TO CONSTITUTE AN INFRINGEMENT, AND PERMANENTLY ENJOINED, ENGINEER SHALL MAKE EVERY REASONABLE EFFORT TO SECURE FOR OWNER A LICENSE AT ENGINEER'S EXPENSE AUTHORIZING THE CONTINUED USE OF THE ALLEGED INFRINGING PORTION OF THE SERVICES. IF ENGINEER IS UNABLE TO SECURE SUCH LICENSE WITHIN A REASONABLE TIME, ENGINEER SHALL, AT ITS OWN EXPENSE AND WITHOUT IMPAIRING PERFORMANCE REQUIREMENTS, EITHER PROVIDE NON-INFRINGING REPLACEMENT OR MODIFY THE SERVICES TO ELIMINATE THE INFRINGEMENT. IN ADDITION TO INDEMNIFYING AND SAVING OWNER HARMLESS, ENGINEER SHALL REIMBURSE OWNER FOR**

**ANY COSTS INCURRED AS A RESULT OF THE UNAVAILABILITY OF
THE INFRINGING ITEM OR ITS NONINFRINGING REPLACEMENT.**

- C. Engineer's indemnity obligations are independent covenants and shall survive completion of or termination of the Agreement or any claimed breach of the Agreement.
- D. Owner shall promptly notify Engineer, in writing, of receipt of notice of the commencement or threatened commencement of any civil, administrative or investigative action or proceeding involving a claim for which Owner seeks indemnification. No failure to so notify Engineer shall relieve Engineer of its obligations under this Agreement except to the extent that Engineer can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the Owner, but no later than ten (10) days before the date on which any response to a complaint or summons is due, Engineer shall assume control of the defense and/or resolution of the claim.
- E. *Release.* Engineer assumes full responsibility for the Services to be performed and releases, relinquishes, and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either Party or other third parties) and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with Services performed under this Agreement or a Task Order. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Engineer, any Consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish Services under this Agreement.

6.10 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing and sent to the Designated Representative by personal delivery, facsimile, registered or certified mail postage prepaid, or a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.
- D. *Waiver.* A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified in the Task Order. In the event of a conflict between this Agreement and a Task Order, the

conflicting provisions of the Task Order shall take precedence for that Task Order. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

- F. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other owners for the same or different services contemplated hereunder.
- G. *Certification Regarding Boycotting Israel.* Pursuant to Chapter 2271, Texas Government Code, Engineer certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- H. *Certification Regarding Business with Certain Countries and Organizations.* Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Engineer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- I. *Certification Regarding Boycotting Energy Companies.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- J. *Certification Regarding Boycotting Firearm and Ammunition Industries.* Pursuant to Chapter 2274, Texas Government Code, Engineer certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees or (2) it does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Engineer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits or Task Order, or in the following provisions:
 - 1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
 - 2. *Additional Services* – Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order which are not included in Basic Services for that Task Order.

3. *Agreement* – This "Master Services Agreement between Owner and Engineer for Professional Services – Task Order Edition" including those Exhibits listed in Article 8 and any duly executed Task Order.
4. *Application for Payment* – The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
6. *Basic Services* – Specified services to be performed for or furnished to Owner by Engineer in accordance with a Task Order.
7. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
8. *Bidding Documents* – The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.
9. *Change Order* – A document recommended by Engineer, which is signed by a Contractor and Owner to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.
10. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
11. *Construction Agreement* – The written instrument which is evidence of the agreement, contained in the Contract Documents, between Owner and a Contractor covering the Work.
12. *Construction Contract* – The entire and integrated written agreement between Owner and a Contractor concerning the Work.
13. *Construction Cost* – The cost to Owner of those portions of an entire Specific Project designed or specified by Engineer. Construction Cost does not include costs of

services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors. The term Engineer includes Engineer's Consultants.
15. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between Owner and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
16. *Contract Price* – The moneys payable by Owner to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
17. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment, and (iii) meet any other specified milestone.
18. *Contractor* – An individual or entity with whom Owner enters into a Construction Agreement for a Specific Project.
19. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to Owner, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
20. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

21. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
22. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
23. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
24. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
25. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
26. *Field Order* – A written order issued by Engineer which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
27. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project. The “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint Contract Document Committee (Document No. C-700, 2007 Edition) will be used unless both Parties mutually agree in a Task Order to use other General Conditions.
28. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
29. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
30. *PCBs* – Polychlorinated biphenyls.
31. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

33. *Record Drawings* – The Drawings as issued for construction on which Engineer, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Engineer considers significant based on record documents furnished by Contractor to Engineer and which were annotated by Contractor to show changes made during construction.
34. *Reimbursable Expenses* – Reasonable and customary expenses approved by Owner in a Task Order and incurred directly by Engineer in connection with the performing or furnishing of Services for a Specific Project for which Owner shall pay Engineer.
35. *Resident Project Representative* – The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative will be as set forth in each Task Order.
36. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
37. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work.
38. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of a Contractor.
39. *Specifications* – That part of the Contract Documents prepared by Engineer consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
40. *Specific Project* – An undertaking of Owner as set forth in a Task Order.
41. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
42. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.

43. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
44. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to Owner.
45. *Work* – The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.
46. *Work Change Directive* – A written directive to a Contractor signed by Owner upon recommendation of the Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
47. *Written Amendment* – A written amendment of the Contract Documents signed by Owner and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes		Attachment 1 – Task Order Form
No	A	Schedule of Engineer's Services
No	B	Schedule of Owner's Responsibilities
No	C	Payments to Engineer for Services and Reimbursable Expenses
No	D	Schedule of Duties, Responsibilities and Limitations of Authority of Resident Project Representative
No	E	Notice of Acceptability of Work (Form)
No	F	Construction Cost Limit

Included? (Yes or No)	Exhibit Letter	Exhibit Title
Yes	G	Insurance
No	H	Dispute Resolution
No	I	Allocation of Risks
No	J	Reserved
Yes	K	Amendment to Task Order (Form)

8.02 *Total Agreement*

- A. This Agreement (together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective Party. Each Task Order shall likewise designate representatives of the Parties. The Designated Representative may be changed with written notice to the Designated Representative of the other Party.

IN WITNESS WHEREOF, the Parties execute this Agreement.

OWNER:

By: _____

Name: _____

Title: Mayor, City of Bartlett

ENGINEER:

By:  _____

Name: James Kennedy

Title: Vice President

Engineer License or Firm's
Certificate No. (if required by law) F-16849

State of: Texas

Date Signed: _____

Date Signed: February 2, 2024

ATTEST:

APPROVED AS TO FORM:

_____, City Secretary

City Attorney

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(see Paragraph 8.03.A):

Title: City Administrator, Mayra Cantu

Title: Vice President, James Kennedy

Phone Number: 737-667-0156

Phone Number: 612-360-1292

E-Mail
Address: mayra.cantu@bartlett-tx.us

E-Mail jkennedy@wsbeng.com
Address:

Address for giving notices:

Address for giving notices:

140 W. Clark Street

1221 S. MoPac Expy, Ste 355

Bartlett, TX 76537

Austin, TX 78746

KOLOGIK LLC
SOFTWARE-AS-A-SERVICE AMENDMENT NUMBER 1

This Kologik LLC Software-as-a-Service (“SaaS”) amendment number 1 (the “Amendment”) by Kologik LLC (“Kologik”) and Bartlett Police Department (TX), parties to the SOFTWARE-AS-A-SERVICE AGREEMENT dated 2/7/24 (the “Agreement”). The effective date of this Amendment is the date of full execution of this amendment (“Effective Date”).

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application (“Software”), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder (“Services”);

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer’s needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik’s SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as “Party” or together as “Parties.”

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

1. Schedule A of the Agreement is amended as follows:

**SCHEDULE A
PRODUCTS & PRICING SCHEDULE
AMENDMENT NUMBER 1**

Customer Name and Address: Bartlett Police Department (TX)
3730 Appling Rd, PO Box 670
Bartlett, TX 76511
Attn: Chief Holt

Effective Date: Commencing on the signature date of the Amendment and continuing in accordance with the terms and duration of the original Agreement.

Product/Services Selected: Kologik SaaS Solution

Proposal Number: 1

ADDITIONAL NOTES

This reflects a ONE TIME PAYMENT to add the NIBRS module to the COPsync system.

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
1	NIBRS Module for COPsync Texas (One-time)	\$2,500.00	\$2,500.00
			\$2,500.00
QTY	Item Description	Unit Price	Total Price
Kologik SaaS Solution Fees (Recurring)			
Item Description		Total Price	
TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution			
Set-Up Fees One-time		\$2,500.00	
SaaS Fees Recurring (Year 1)		\$0.00	
YEAR 1 FEES:			\$2,500.00
Year 2 Fees		\$0.00	
Year 3 Fees		\$0.00	

INVOICING AND PAYMENT TERMS

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer for the Year 1 Fees at or near the signing of this Agreement for the Year 1 Fees of \$2,500.00. Year 2 and Year 3 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due no later than thirty (30) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee.

2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

KOLOGIK LLC

CUSTOMER

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**RESOLUTION NO.
20240212-2**

A RESOLUTION CALLING AN ELECTION TO BE HELD IN THE CITY OF BARTLETT, TEXAS, ON SATURDAY, MAY 4, 2024, FOR THE PURPOSE OF ELECTING THREE PERSONS AS MEMBERS OF THE CITY COUNCIL OF SAID CITY FOR TWO-YEAR TERMS AND A MAYOR OF THE CITY COUNCIL FOR A TWO-YEAR; DESIGNATING THE POLLING PLACES AT WHICH VOTING SHALL TAKE PLACE; PROVIDING FOR NOTICE OF SAID ELECTION.

WHEREAS, pursuant to the provisions of Articles 701 and 704, Vernon's Annotated Texas statutes, as amended, the Texas Election Code, and other related statutes the City Council of the City of Bartlett, Texas is authorized to call an election in order to submit to registered voters for the purpose of electing three persons and Mayor to the City Council of the City of Bartlett; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution is approved was open to the public and public notice of the time, place and purpose of the meeting was given, as required by Chapter 551, Government Code, as amended.

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

- I. An election is hereby ordered to be held in the City of Bartlett, Texas, on Saturday, May 4, 2024, between the hours of 7:00 **A.M.** and 7:00 **P.M.**, for the purpose of electing three persons and a Mayor as members of the City Council of the City of Bartlett for two-year terms, Person(s) filing as a candidate for such office(s) must be a resident of the municipality for which the person files as a candidate. The person(s) elected shall be elected for a two (2) year term.
2. The Contracting Officers with the Bell County and Williamson County Elections Divisions shall be responsible for the official ballots for said election to be prepared and printed in conformity with the Texas Election Code, adopted by the Legislature.
3. Early voting in the election by personal appearance shall be conducted at the times, dates and polling places as provided for by Bell County and Williamson County attached hereto as Exhibit "A" and such exhibit is incorporated herein by reference for all purposes. Exhibit "A" may be revised as necessary to conform to the final early voting polling locations and times established by Bell County and Williamson County. Early voting by personal appearance may be conducted from April 22, 2024, through April 30, 2024.

4. The Contracting Officers shall assist and/or obtain and appoint the required Election Judge, Alternate Judge, Clerks, and members of the Early Voting Ballot Board.
5. All resident, qualified electors, shall be entitled to vote at the election.
6. The City Secretary of the City of Bartlett shall give notice of election in the manner required by the Texas Election Code and shall further give notice by posting a copy of this resolution on the bulletin board in front of City Hall in Bartlett, Texas, at least twenty (20) days before the election date.

PASSED and APPROVED by the City Council of the City of Bartlett this the 12th day of February 2024.

Chad Mees, Mayor

ATTEST:

Brenda Kelley, City Clerk

City of Bartlett

140 West Clark Street
Bartlett, TX 76511

DROUGHT CONTINGENCY PLAN

CITY OF BARTLETT, TEXAS

February 2024

MRB Group Project No. 0213.22001.000

Prepared by:

MRB | *group*

303 W. Calhoun Avenue

Temple, Texas 76501

TBPE Firm Registration Number F-10615

(254) 771-2054 Phone

www.mrbgroup.com — e-mail: info@mrbgroup.com

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I. DECLARATION OF POLICY, PURPOSE AND INTENT

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Bartlett hereby adopts the following regulations and restrictions on the delivery and consumption of water.

This Plan is designed to meet the requirements of 30 Texas Administrative Code §288 pertaining to Drought Contingency Plans for Municipal Users by Public Water Suppliers.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of this Plan.

II. PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Bartlett by means of a scheduled public hearing to accept input on the proposed plan.

III. PUBLIC EDUCATION

The City of Bartlett will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of City website, City Hall postings, and press releases.

IV. COORDINATION WITH REGIONAL WATER PLANNING GROUPS

The service area of the City of Bartlett is located within the Brazos G Regional Water Planning Area. The City of Bartlett has provided a copy of this Plan to the Brazos G Regional Water Planning Group.

V. AUTHORIZATION

The City Administrator is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The City Administrator shall have the authority to initiate or terminate drought stages or water shortage response measures as described in this Plan.

VI. APPLICATION

The provisions of this Plan shall apply to all persons, customers, and property using water provided by the City of Bartlett. The terms “persons” and “customer” as used in this Plan include individuals, corporations, partnerships, associations, and all other legal entities.

VII. DEFINITIONS

Addresses:

Even number address: street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Odd numbered address: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

City Administrator: City Administrator or designee.

Commercial and institutional water use: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer: any person, company, or organization using water supplied by the City of Bartlett.

Domestic water use: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Industrial water use: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use: water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street;
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

VIII. INITIATION AND TERMINATION OF WATER SHORTAGE STAGES

The City Administrator shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. The triggering criteria described below are based on known capacity limits of the water system, and total water daily demand.

Stage 1 – Mild Water Shortage

Requirements for Initiation: Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on certain water uses when:

- a. Inability of recover 90 percent of water stored in all storage tanks within a 12-hour period;
- b. When Water Well #2 is inoperative or in a degraded state;
- c. When the total daily water demand equals or exceeds 75% of plant capacity for three consecutive days or 80% of plant capacity on a single day

Requirements for Termination: Declaration of Mild Water Shortage may be rescinded when all conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days or when the City Administrator declares termination.

Stage 2 – Moderate Water Shortage

Requirements for Initiation: Customers shall be required to adhere to the prescribed restrictions on certain water uses, as proved in Section, “Water Shortage Response” when:

- a. Inability of recover 90 percent of water stored in all storage tanks within a 24-hour period;
- b. When Water well #2 is inoperative;
- c. When the total daily water demand equals or exceeds 85% of plant capacity for three consecutive days or 90% of plant capacity on a single day;

-
- d. When the static water level in the City of Bartlett’s ground storage tanks are 75% or less for a 24-hour period.

Requirements for Termination: Declaration of Moderate Water Shortage may be rescinded when all conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days or when the City Administrator declares termination. Upon termination of Moderate Water Shortage, the standard conditions of a Mild Water Shortage become operative.

Stage 3 – Severe Water Shortage

Requirements for Initiation: Customers shall be required to adhere to the prescribed restrictions on certain water uses, as proved in Section, “Water Shortage Response” when:

- a. Inability of recover 90 percent of water stored in all storage tanks within a 48-hour period;
- b. When the total daily water demand equals or exceeds 90% of plant capacity for three consecutive days or 95% of plant capacity on a single day;
- c. When the static water level in the City of Bartlett’s ground storage tanks are 60% or less for a 24-hour period.

Requirements for Termination: Declaration of Severe Water Shortage may be rescinded when all conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days or when the City Administrator declares termination. Upon termination of Severe Water Shortage, the standard conditions of a Moderate Water Shortage become operative.

Stage 4 – Emergency Water Shortage

Requirements for Initiation: Customers shall be required to adhere to the prescribed restrictions on certain water uses, as proved in Section, “Water Shortage Response” when:

- a. Major water line breaks, or pump or system failures occur, which cause loss of capability to provide water service;

- b. Natural or man-made contamination of the water supply source;
- c. The City Administrator declares and Emergency Water Shortage.

Requirements for Termination: Declaration of Severe Water Shortage may be rescinded when all conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days or when the City Administrator declares termination. Upon termination of Emergency Water Shortage, the standard conditions of a Severe Water Shortage become operative unless otherwise determined by the City Administrator.

IX. WATER SHORTAGE RESPONSE

The City Administrator, or his/her designee, shall monitor water supply and demand conditions on a regular basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate or severe water shortage exists and shall implement the following actions:

Mild Water Shortages

Target: Achieve a 5% voluntary reduction in daily water demand.

Voluntary Water Use Restrictions:

- a. Water customers are requested to voluntarily limit the irrigation of landscaped areas based on the last digit of the meter service address or type of connection. Irrigate landscapes before 10:00 am and after 8:00 pm only on designated days.

Last Digit Address Residential: Allowed Landscape Water Days:

Odd	Sunday and Thursday
Even	Saturday and Wednesday
All Non-Residential Accounts	Monday and Friday

Watering of landscaped areas is permitted anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less or a permanently installed

drip irrigation system;

- a. Water customers are requested to practice water conservation and to minimize water use for non-essential purposes.

Moderate Water Shortages

Target: Achieve a 10% reduction in daily water demand.

Mandatory Water Use Restrictions:

- a. Water customers are required to limit the irrigation of landscaped areas based on the last digit of the meter service address or type of connection. Irrigate landscapes before 10:00 am and after 8:00 pm only on designated days.

<u>Last Digit Address Residential:</u>	<u>Allowed Landscape Water Days:</u>
Odd	Sunday and Thursday
Even	Saturday and Wednesday
All Non-Residential Accounts	Monday and Friday

Watering of landscaped areas is permitted anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less or a permanently installed drip irrigation system;

- b. Use of water to fill, refill or add to any indoor or outdoor swimming pools, wading pools or Jacuzzi-type pools is prohibited except on designated watering days;
- c. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system;
- d. All restaurants are prohibited from serving water to patrons except upon request of the patron;
- e. The following uses of water are defined as non-essential and are prohibited:

1. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts or other hard-surface areas;
2. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
3. Use of water for dust control;
4. Flushing gutters or permitting water to run or accumulate in any gutter or street and;
5. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Severe Water Shortages

Target: Achieve a 20% reduction in daily water demand.

Mandatory Water Use Restrictions:

- a. Water customers are required to limit the irrigation of landscaped areas based on the last digit of the meter service address or type of connection. Irrigate landscapes before 8:00 am and after 8:00 pm only on designated days.

<u>Last Digit Address Residential:</u>	<u>Allowed Landscape Water Day:</u>
0, 1	Monday
2, 3	Tuesday
4, 5	Wednesday
6, 7	Thursday
8, 9	Friday
Saturday and Sunday – No Watering. Storage and Recovery days	

Watering of landscaped areas is permitted anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less or a permanently installed drip irrigation system;

- b. Use of water to fill, refill or add to any indoor or outdoor swimming pools, wading pools or Jacuzzi-type pools is prohibited except on designated watering days. Replenishment is to maintain operational purposes only;

-
- c. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system;
 - d. All restaurants are prohibited from serving water to patrons except upon request of the patron;
 - e. Excessive water run-off from any landscaped area onto streets, alleys or parking lots is prohibited. Run-off is excessive when it extends for a distance greater than ten (10) feet from the customers property;
 - f. The following uses of water are defined as non-essential and are prohibited:
 - 1. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts or other hard-surface areas;
 - 2. Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - 3. Use of water for dust control;
 - 4. Flushing gutters or permitting water to run or accumulate in any gutter or street and;
 - 5. Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Emergency Water Shortages

Target: Achieve a 30% reduction in daily water demand.

Mandatory Water Use Restrictions:

- a. Irrigation of landscaped areas is prohibited;
- b. Use of water to wash any motor vehicle, motor bike, boat, trailer, airplane, or other vehicle is prohibited;
- c. The filling, refilling or adding of water to any indoor or outdoor swimming pools, wading pools or Jacuzzi-type pools is prohibited;

X. ENFORCEMENT

- a. No person shall knowingly or intentionally allow the use of water from the City for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this ordinance, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the City Administrator, in accordance with provisions of this ordinance.
- b. Any person who violates this ordinance is guilty of a Class C Misdemeanor, and upon conviction shall be punished by a fine of not less than one-hundred (\$100.00) and not more than two-thousand dollars (\$2000). Each day that one or more of the provisions in this ordinance is violated shall constitute a separate offense. If a person is convicted of three (3) or more distinct violations of this ordinance, the City Administrator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge in accordance with current policies and ordinances and any other costs incurred by the City in discontinuing service.
- c. Any person, including a person classified as a water customer of the City in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation.
- d. Any employee of the City, police officer, or other employee designated by the City Administrator, may issue a citation to a person he/she reasonably believes to be in violation of this ordinance. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offence charged and shall

direct him/her to appear in the municipal court on the date shown on the citation. The court date shall not be less than 3 days nor more than 5 days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of the violator, or to a person over fourteen (14) years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this ordinance. If the alleged violator fails to appear in municipal court a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in the municipal court before all other cases.

XI. VARIANCES

The City Administrator may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation or fire protection for the public or person requesting such variance and if one or more of the following conditions are met:

- a. Compliance with the Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- b. Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Ordinance shall file a petition for variance with the City within 5 days after the Plan or a drought response stage has been invoked. All petitions for variances shall be reviewed by the City Administrator and shall include the following:

- a. Name and address of the petitioner (s)
- b. Purpose of water use.
- c. Specific provision(s) of the Plan from which the petitioner is requesting relief.

-
- d. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this Ordinance.
 - e. Description of the relief requested.
 - f. Period of time for which the variance is sought.
 - g. Alternative water-use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
 - h. Other pertinent information.

City of Bartlett

140 West Clark Street
Bartlett, TX 76511



Prepared by:

MRB | *group*

303 W. Calhoun Avenue
Temple, Texas 76501

TBPE Firm Registration Number F-10615
(254) 771-2054 Phone

www.mrbgroup.com — e-mail: info@mrbgroup.com



City of Bartlett

140 West Clark Street
Bartlett, TX 76511

WATER CONSERVATION PLAN

February 2024

MRB Group Project No. 0213.22001.000

Prepared by:

MRB | *group*

303 W. Calhoun Ave.

Temple, TX 76501

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I. INTRODUCTION

This Water Conservation Plan is presented by the City of Bartlett pursuant to the requirements of the Texas Water Development Board (TWDB) and the Texas Commission on Environmental Quality (TCEQ). This plan has been developed through consultations with the City of Bartlett staff and the Texas Water Development Board personnel utilizing guidance from the publications made available from the Texas Water Development Board. The plan will meet the requirements of the Texas Administrative Code, Title 31 TAC 10 Rule §363.15 requiring water conservation plans for systems serving 3,300 or more connections.

The Water Conservation Plan organizes the implementation of a group of procedures for reducing the consumption of water, reducing the loss or waste of water, improving or maintaining the efficiency in the use of water, and increasing the recycling/reuse of water. The procedures identified are based on best management practices and measures to try to meet the targets and goals identified in the plan.

This plan should not be confused with the Drought Contingency Plan (Emergency Demand Management), a combination of strategies for responding to temporary and potentially reoccurring water supply shortages and other water supply and distribution emergencies. The City of Bartlett Water Utility Profile has been provided in Appendix A and goes into more detail about the City's utility information.

II. SERVICE AREA DESCRIPTION

The City of Bartlett is located within Williamson and Bell Counties, east of Interstate 35 and Jarrell, TX, and directly south of Temple, TX. Major highways through the City of Bartlett include State Highway 95 and County Highway 487. The Union Pacific Railroad also passes through the City. The City of Bartlett provides water and wastewater utilities

within its corporate boundaries and extraterritorial jurisdiction. The City of Bartlett Service Area Map is provided in Appendix B.

III. WATER SYSTEM DESCRIPTION

The City of Bartlett produces its water supply from two (2) wells drilled into the Edward Balcones Fault Z Aquifer. The City of Bartlett wells are located within the City and are pumped to a ground storage tank. The water is chlorinated as it enters the ground storage tank. Booster pumps distribute the water to the distribution system or one of two elevated storage tanks. The two elevated storage tanks maintain a pressure sufficient to deliver water through the City's distribution system. Based on current development pressures, the City will be planning upgrades to its water system over the next five to ten years. The new water facilities include a new well and upgrades to the booster pump station.

IV. WASTEWATER SYSTEM DESCRIPTION

The City of Bartlett receives wastewater from its customers into the City's collection system. The collection system transports the wastewater to the City's existing facultative lagoon wastewater treatment plant. The City intends to construct a new activated sludge wastewater treatment plant within the next five (5) years. The City owns and operates three (3) lift stations, including the plant lift station.

V. WATER UTILITY PROFILE

As an integral part of the Water Conservation Plan, the Texas Water Development Board requires that the City of Bartlett utilities be evaluated by completing a Water Conservation Utility Profile document. This document is an evaluation of the City's water and wastewater system records and includes customer use characteristics to identify water conservation opportunities and potential water-saving targets and goals. This document is attached as Appendix A.

VI. WATER CONSERVATION OPPORTUNITIES AND GOALS

Research and development of this plan have identified several areas of opportunity in which the City will pursue the maintenance and expansion of its water conservation efforts by adopting the following goals to achieve the targeted long-term reduction in water consumption. Rolling 5-year averages of water consumption and loss from the Utility Profile were used as baseline values:

A. TOTAL WATER CONSERVATION GOALS

BASELINE: 147 gpcd of 5-year average water use

TARGET: 143 gpcd by 2028; 139 gpcd by 2033

B. WATER LOSS GOALS

GOAL: Reduce Water Loss

BASELINE: 78 gpcd of water loss*

TARGET: 76 gpcd by 2028; 74 gpcd by 2033

*Note: The baseline water loss is the average of 2022, 2021 and 2018.

C. RESIDENTIAL GOALS

GOAL: Water Savings Through Conservation Education

BASELINE: 52 gpcd consumption rate

TARGET: 2 gpcd reduction by 2028; 4 gpcd reduction by 2033

GOAL: Promote Low-Flow Fixture Retrofit

BASELINE: 52 gpcd consumption rate

TARGET: 2 gpcd reduction by 2028; 4 gpcd reduction by 2033

GOAL: Reduction of Irrigation Usage
BASELINE: 52 gpcd consumption rate
TARGET: 2 gpcd reduction by 2028; 4 gpcd reduction by 2033

D. MUNICIPAL GOALS

GOAL: Reduction of municipal water consumption
BASELINE: The City does not currently track municipal usage separately, but is now aware of the requirement and will review their billing system to differentiate municipal usage from residential usage.

The 5-and 10-year goals for water savings are summarized in a table in Appendix C.

VII. CONSERVATION METHODS AND IMPLEMENTATION PLAN

The City currently employs numerous Water Conservation oriented programs and efforts. In consideration of conserving its water supply, the City has begun to expand its water conservation program to include more specific elements and to verify their effects.

1. Water Loss Control

Water Loss is water that is being used in the system that is not an approved use. Such uses include but are not limited to faulty metering and distribution pipe leaks. To reduce unaccounted water loss, the City will promote and incorporate the following techniques:

- a. Test master meters annually.
- b. Test or replace customer meters based on meter life.
- c. Promote the use of smaller customer meters, which more accurately meter low flows.

- d. Begin a semi-annual leak detection program using acoustic leak detectors or correlators, as the budget allows.
- e. The continuous use of a SCADA system to monitor aberrations in consumption. The City will also begin separating out municipal consumption.

2. Maintain Universal Metering Program

To ensure the integrity of the City's consumption data, Bartlett has a universal metering program in place. This program ensures every connection is metered with the correctly-sized meter, and the volume registered is accounted for in the City's records. The meters are replaced once they have reached the end of their useful life (15-20 years) or have become unreliable, whichever comes first.

3. Provide and Promote Water Conservation Education

Substantial reduction in water consumption can be realized if the public is informed about water conservation practices. The City of Bartlett will continue to provide ongoing education to both staff and the public about how to save water in and around residences and businesses by expanding the use of the following techniques:

- a. Provide quarterly water conservation literature and brochures to customers at public meeting locations.
- b. New customer packets will include water conservation literature.
- c. Water bills will include water conservation information before the peak demand season.
- d. Public lectures and presentations will be conducted and promoted by the City.
- e. Special conservation communications will be presented in the spring of each year in news media articles, City message boards and websites to encourage summertime conservation.

4. Promote Low-Flow Plumbing Fixture Retrofit

The education and information program encourage plumbers and water consumers to retrofit old fixtures (such as plumbing fixtures, lawn watering equipment, and water-using appliances) with water-saving devices. The educational process will focus on the advantages of installing water conservation devices and the availability of these items. This program will be promoted year-round.

5. Promote Reduction of Irrigation Usage

The City will promote reduced irrigation landscaping through the education and information program. This program will provide information about plant species that require less water to existing customers and builders to encourage reduced irrigation. In addition, publishing the cost advantages of more water-efficient lawns and landscaping will promote existing landscaping retrofitting.

6. Study Water Conservation Rate Structure

The City currently employs a rate structure that is not “promotional” (does not encourage excessive use), consisting of a minimum monthly charge plus an additional unit charge per gallon for all water. Residential and commercial users pay the same rate as those users inside and outside the City limits.

A copy of the rate structure is attached as Appendix D.

A study will be conducted to evaluate the potential water conservation benefits when water conservation features are added to the rate structure.

Examples of such features could include the following:

- a. Monthly base charge based on meter size.
- b. Increasing the charge per gallon for higher users
- c. Seasonal rates based on the customer's seasonal variation from summer to winter

VIII. IMPLEMENTATION, AUDITS, AND TRACKING

The City Administrator or his/her duly appointed representative is responsible for the implementation and enforcement of this plan. This plan will be enforced voluntarily (though compliance is encouraged) by the following methods:

1. Service tap applicants will be encouraged to utilize water-conservation plumbing fixtures. Existing water system staff will be used to encourage water-saving plumbing devices to be installed in new buildings.
2. The water rate structure will encourage retrofitting old plumbing fixtures using large amounts of water.
3. Adoption of new plumbing regulations regarding water-conserving plumbing fixtures.
4. Potential city ordinance prohibiting water waste, such as time-of-day watering.

The City Administrator will be responsible for maintaining appropriate records for program verification, and will supervise the execution and implementation of the elements contained herein.

The City of Bartlett is required to provide an annual report describing the implementation and quantitatively tracks the water conservation program relative to the targets and goals identified in the plan. This annual report is due prior to May 1st of each year. It will be prepared under the supervision of the City Administrator in accordance with the format published by the Texas Water Development Board.

In addition to the annual report and audit for the Texas Water Development Board, the City will audit its water consumption monthly to separately identify the total diverted water compared to the total water sold, and water used for flushing, firefighting, water leak losses, and other contributors to the total diverted water. The monthly audit will be used to evaluate the City's progress in the implementation of its Water Conservation Plan.

IX. REGIONAL WATER PLANNING PROVISIONS

The City of Bartlett is located within the Brazos G Water Planning area. The City will deliver a copy of the approved Water Conservation Plan to the Brazos G Water Planning Group and thereafter communicate and coordinate its efforts for water conservation to promote the successful efforts of each.

APPENDIX A

CITY OF BARTLETT UTILITY PROFILE

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

CONTACT INFORMATION

Name of Utility: City of Bartlett

Public Water Supply Identification Number (PWS ID): 2460006

Certificate of Convenience and Necessity (CCN) Number: 11232

Surface Water Right ID Number: N/A

Wastewater ID Number: WQ00010880001

Contact: First Name: Joseph Last Name: Resendez
 Title: City Administrator

Address: 140 W. Clark Street City: Bartlett State: TX
 Zip Code: 76511 Email: joseph.resendez@bartlett-tx.us
 Telephone Number: 254-527-3219 Date: 5/30/23

Is this person the designated Conservation Coordinator? Yes No

Coordinator: First Name: _____ Last Name: _____
 Title: _____
 Address: _____ City: _____ State: _____
 Zip Code: _____ Email: _____
 Telephone Number: _____

Regional Water Planning Group: G
 Groundwater Conservation District: 13

Our records indicate that you:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

Utility Profile Year: 2023

A. Population and Service Area Data

1. Current service area size in square miles: 1.25

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2022	1,750		1,750
2021	1,685		1,685
2020	1,685		1,685
2019	1,685		1,685
2018	1,685		1,685

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	2,091		2,091
2040	2,330		2,330
2050	2,575		2,575
2060	2,828		2,828
2070	3,084		3,084

4. Described source(s)/method(s) for estimating current and projected populations.

The 2021 Brazos G Regional Water Plan, Volume 1 was used to estimate projected populations and the population listed on the water loss audit was used for current populations.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2022	73,328,000			73,328,000	115
2021	120,625,000			120,625,000	196
2020	96,841,333			96,841,333	157
2019	90,083,833			90,083,833	146
2018	75,598,000			75,598,000	123
Historic Average	91,295,233	0	0	91,295,233	147

C. Water Supply System

1. Designed daily capacity of system in gallons 1,368,000
2. Storage Capacity
 - 2a. Elevated storage in gallons: 400,000
 - 2b. Ground storage in gallons: 400,000

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Projected Demands

1. The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand (gallons)
2024	1,769	
2025	1,788	
2026	1,807	
2027	1,826	
2028	1,845	
2029	1,865	
2030	1,885	
2031	1,905	
2032	1,925	
2033	1,946	

2. Description of source data and how projected water demands were determined.

The existing 2023 population of the City was used with a growth rate of 1.07% as estimated in the Brazos G Regional Water Plan.

E. High Volume Customers

1. The annual water use for the five highest volume
Retail customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Bartlett ISD	Institutional	2,302,489	Treated
Will-O-Bell	Commercial	1,263,700	Treated
One Stop	Commercial	586,363	Treated
Dollar General	Commercial	451,360	Treated
Munchies	Commercial	347,129	Treated

2. The annual water use for the five highest volume
WHOLESALE customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
	Choose		Choose
	Choose		Choose
	Choose		Choose
	Choose		Choose
	Choose		Choose

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

F. Utility Data Comment Section

Additional Information comments about utility data.

Section II: System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	574	89.97%
Residential - Multi-Family	1	0.16%
Industrial	0	0.00%
Commercial	63	9.87%
Institutional	0	0.00%
Agricultural	0	0.00%
Total	638	

2. Net number of new retail connections by water use category for the previous five years.

Year	Net Number of New Retail Connections						Total
	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	
2022	574	1		63			638
2021	563	1		58			622
2020	577	2		60			639
2019	584			59			643
2018	546	0	0	51	0	0	597

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

B. Accounting Data

The previous five years' gallons of RETAIL water provided in each major water use category.

Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2022	31,957,226	59,020	0	8,778,081	0	0	40,794,327
2021	29,421,257	220,470	0	13,197,592	0	0	42,839,319
2020	30,797,387	1,090,820	0	9,454,227	0	0	41,342,434
2019	30,714,547	0	0	11,809,260	0	0	42,523,807
2018	36,932,000	0	0	10,925,000	0	0	47,857,000

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Total Residential GPCD
2022	50.1
2021	48.2
2020	51.8
2019	50
2018	60
Historic Average	52

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

D. Annual and Seasonal Water Use

1. The previous five years' gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2022	2021	2020	2019	2018
January	4,728,000	7,873,000	6,241,000	6,241,000	6,122,000
February	5,406,000	12,006,000	11,760,000	7,326,333	4,567,000
March	5,699,000	7,918,000	6,236,333	6,236,333	5,092,000
April	5,755,000	7,266,000	6,020,333	6,020,333	5,040,000
May	5,772,000	6,421,000	5,497,000	5,497,000	3,298,000
June	8,128,000	6,527,000	7,599,667	7,599,667	8,144,000
July	6,648,000	4,260,000	13,294,000	6,084,000	7,344,000
August	7,089,000	4,990,000	5,706,333	5,706,333	5,040,000
September	6,059,000	9,932,000	8,468,667	8,468,667	9,415,000
October	6,025,000	33,720,000	7,039,000	15,786,000	7,613,000
November	5,567,000	14,818,000	9,411,000	8,965,667	6,512,000
December	5,452,000	4,894,000	9,568,000	6,152,500	7,411,000
Total	72,328,000	120,625,000	96,841,333	90,083,833	75,598,000

The volumes shown here do not match the volumes in the table above (B. Accounting Data). However, the data shown is the best available since staffing and software changes have made accessing the historical monthly data impossible.

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

2. The previous five years' gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Water				
	2022	2021	2020	2019	2018
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total	0	0	0	0	0

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2022	21,865,000	72,328,000
2021	15,777,000	120,625,000
2020	26,600,000	96,841,333
2019	19,390,000	90,083,833
2018	20,528,000	75,598,000
Average in Gallons	20,832,000	91,095,233

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss in GCD*
2022	32,321,860	51	139
2021	84,027,267	137	370
2020			
2019			
2018	28,319,556	46	130
Average	28,933,737	47	128

*GCD = gallons per service connection per day

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2022	198,159	237,663	1.20
2021	330,479	171,489	0.52
2020	265,319	289,130	1.09
2019	246,805	210,761	0.85
2018	207,118	223,130	1.08

G. Summary of Historic Water Use

Water Use Category	Historic Average	Percent of Connections	Percent of Water Use
Residential-Single Family	31,964,483	89.97%	74.21%
Residential-Multi-Family	274,062	0.16%	0.64%
Industrial	0	0.00%	0.00%
Commercial	10,832,832	9.87%	25.15%
Institutional	0	0.00%	0.00%
Agricultural	0	0.00%	0.00%
Total	43071377.4		

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

H. System Data Comment Section

Section III: Wastewater System Data

A. Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day: 325,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	575		575	90.13%
Industrial	0		0	0.00%
Commercial	63		63	9.87%
Institutional	0		0	0.00%
Agricultural	0		0	0.00%
Total	638	0	638	100.00%

3. Percentage of water serviced by the wastewater system: 100.00%

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

4. Number of gallons of wastewater that was treated by the utility for the previous five years.

Month	Total Gallons of Treated Water				
	2022	2021	2020	2019	2018
January	1,974,700				
February	2,016,000				
March	2,019,960				
April	1,200,000				
May	589,000	2,695,760			
June	636,000	3,690,000			
July	1,116,000	4,681,000			
August	1,692,600	2,542,000			
September	1,380,000	2,034,000			
October	1,457,000	1,836,750			
November		1,410,000			
December		2,449,000			
Total	14,081,260	21,338,510	0	0	0

5. Could treated wastewater be substituted for potable water?

Yes
 No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	0
Plant wash down	0
Chlorination/de-chlorination	0
Industrial	0
Landscape irrigation (park,golf courses)	0
Agricultural	0
Discharge to surface water	0
Evaporation Pond	0
Other	0
Total	0

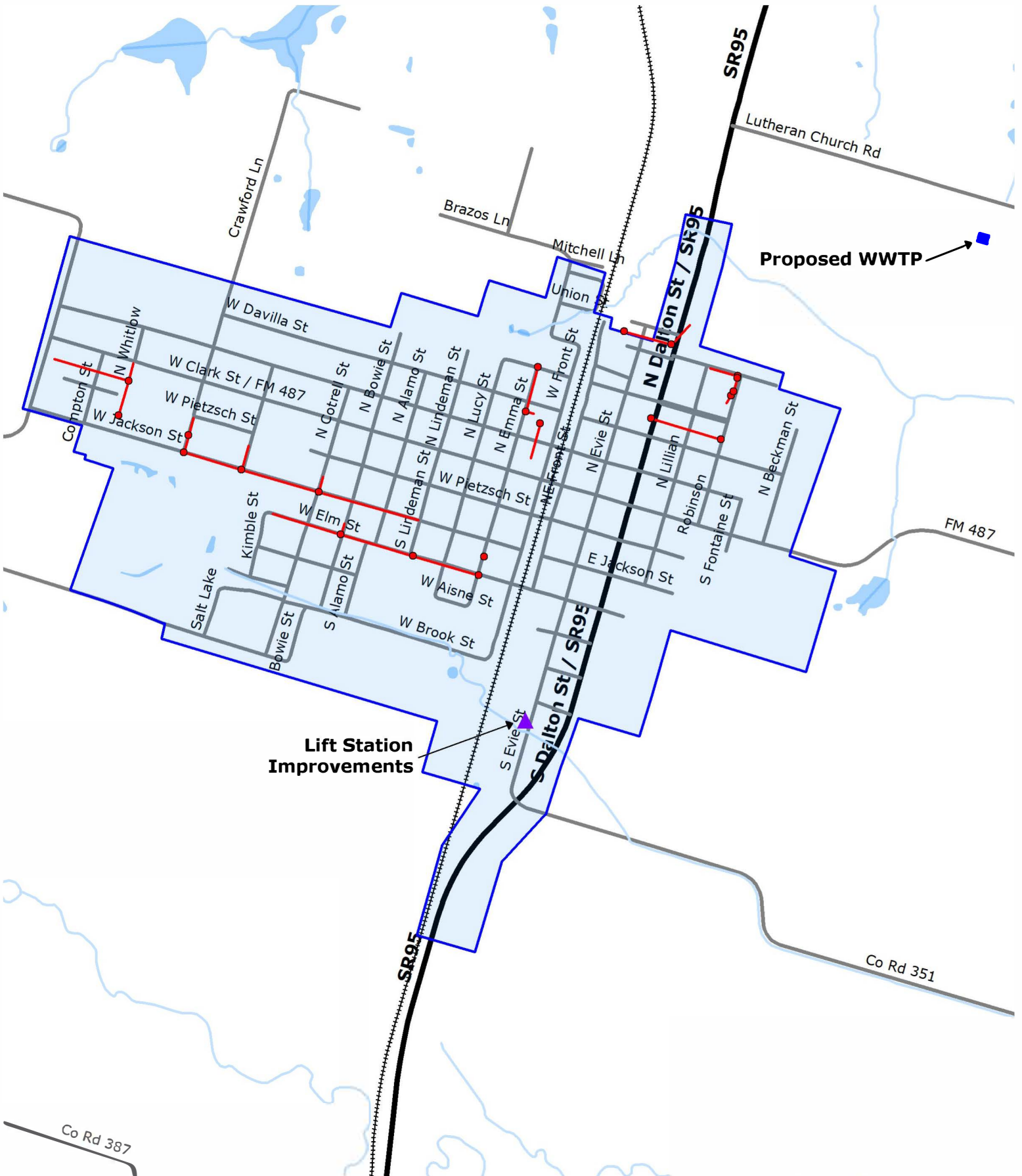
UTILITY PROFILE FOR RETAIL WATER SUPPLIER

C. Wastewater System Data Comment

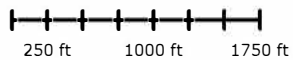
Additional comments and files to support or explain wastewater system data listed below.

APPENDIX B

CITY OF BARTLETT SERVICE AREA MAP



City of Bartlett, Texas
Texas Water Development Board CWSRF
CCN Map



Legend

- City of Bartlett CCN
- Proposed WWTP
- Sewer Main Replacement
- Evie Lift Station Improvements
- Manhole Replacement

APPENDIX C

5- AND 10-YEAR GOALS FOR WATER SAVINGS

WATER CONSERVATION PLAN 5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: _____

Water Conservation Plan Year: _____

	Historic 5yr Average	Baseline	5-yr Goal for year _____	10-yr Goal for year _____
Total GPCD ¹				
Residential GPCD ²				
Water Loss (GPCD) ³				
Water Loss (Percentage) ⁴	%	%	%	%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

APPENDIX D

CITY OF BARTLETT RATE STRUCTURE



City of Bartlett, TX – Utility Billing Rates

Effective 10-1-2020

Utility	Rate	
Electric - Commercial	\$ 30.00	Base Fee + \$0.0975 per KWH
Electric - Residential	\$ 30.00	Base Fee + \$0.1215 per KWH
Garbage - Sales Tax	\$ 2.07	1st Receptacle + \$1.66 Each Additional Receptacle
Garbage	\$ 25.00	1st Receptacle + \$20 Each Additional Receptacle
Wastewater	\$ 32.50	Base Fee
Water	\$ 30.00	Base Fee + \$0.006125 per Gallon
W/WW Improvement Repayment	\$ 8.50	Base Fee

**RESOLUTION NO.
20240224-01**

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BARTLETT
CALLING FOR A CHANGE IN THE REGULAR MEETING TIME OF COUNCIL
MEETINGS FROM 7 PM TO 6 PM**

WHEREAS, pursuant to Local Government Code Section 22.038, the governing body of the City of Bartlett shall meet at the time and place determined by a resolution adopted by the governing body; and

WHEREAS, currently the City Council meets every second and fourth Monday of each month and has determined that a change to an earlier meeting time would be better accommodated by staff and Council; and

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

- I. The City Council of the City of Bartlett shall hold two regular meetings each month on the second and fourth Monday. Both regular meetings shall commence no earlier than 6:00 pm unless otherwise posted in accordance with the Texas Open Meetings Act.
2. This Resolution is immediately effective upon passage and approval.

PASSED and APPROVED by the City Council of the City of Bartlett this the 12th day of February 2024.

Chad Mees
Mayor

ATTEST:

Brenda Kelley, City Clerk

February 7, 2024

Ms. Mayra Cantu, City Administrator
City of Bartlett
140 W. Clark Street
Bartlett, TX 76511

**RE: CITY OF BARTLETT
JACKSON STREET ELEVATED STORAGE TANK IMPROVEMENTS
MRB GROUP PROJECT NO. 0213.23001.000**

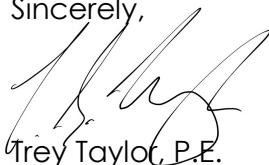
Dear Ms. Cantu:

Bids were received on February 1, 2024, at 2:00 p.m. local time at the City of Bartlett for the Jackson Street Elevated Storage Tank Improvement Project. We received two bids. The base bids from the Contractors were \$145,000.00 and \$277,536.00. The lowest bid submitted was M.K Painting, with a base bid of \$145,000.00 that is within the project budget. The Additive Alternate bid submitted was for \$25,000.00.

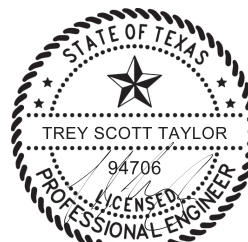
We have reviewed the references as submitted by the low bidder, and all references were either satisfactory or good. All references stated they would rehire the contractor in the event of an additional project. Based upon the bid received and the associated references, we recommend that the City consider awarding this project to M. K. Painting in the total base bid amount of \$145,000.00. If funding allows, consider awarding the Additive Alternate bid items for inclusion of supplemental pressure to the water system and tank disinfection should it not be possible to coordinate painting of the tank with your term contractor. The total for the base bid and this Additive Alternate would be \$170,000.00.

If you or anyone else should have any questions, please do not hesitate to contact our office.

Sincerely,



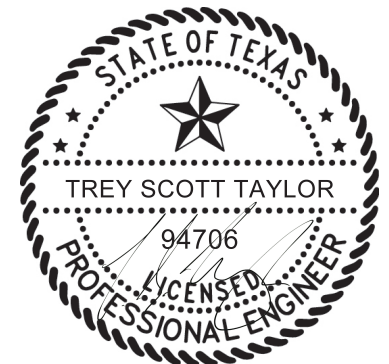
Trey Taylor, P.E.
Central Texas Operations Manager



02/07/2024

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BASE BID ITEMS:				Contractor #1		Contractor #2	
				MK PAINTING INC		CTEX CONSTRUCTION SERVICES	
Item No.	Item Description:	Qty	Unit	Unit Price	Total (Numerals)	Unit Price	Total (Numerals)
1	MOBILIZATION, BONDS, AND INSURANCE	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
2	WATER PLANT IMPROVEMENTS	1.00	LS	\$ 130,000.00	\$ 130,000.00	\$ 253,036.00	\$ 253,036.00
3	TESTING, CLEAN-UP, AND RESTORATION OF	1.00	LS	\$ 5,000.00	\$ 5,000.00	\$ 9,500.00	\$ 9,500.00
Base Bid Items=				\$ 145,000.00	\$ 145,000.00	\$ 277,536.00	\$ 277,536.00
CONDITIONAL ITEMS		Quan.	Units				
ALT-1	TEMPORARY HYDROPNEUMATIC TANK	1.00	EA.	\$ 20,000.00	\$ 20,000.00	\$ 26,400.00	\$ 26,400.00
ALT-2	TANK CLEANING AND DISINFECTION	1.00	LS	\$ 5,000.00	\$ 5,000.00		\$ -
Conditional Bid Items=				\$ 25,000.00	\$ 25,000.00	\$ 26,400.00	\$ 26,400.00
TOTAL BID					\$ 170,000.00		\$ 303,936.00



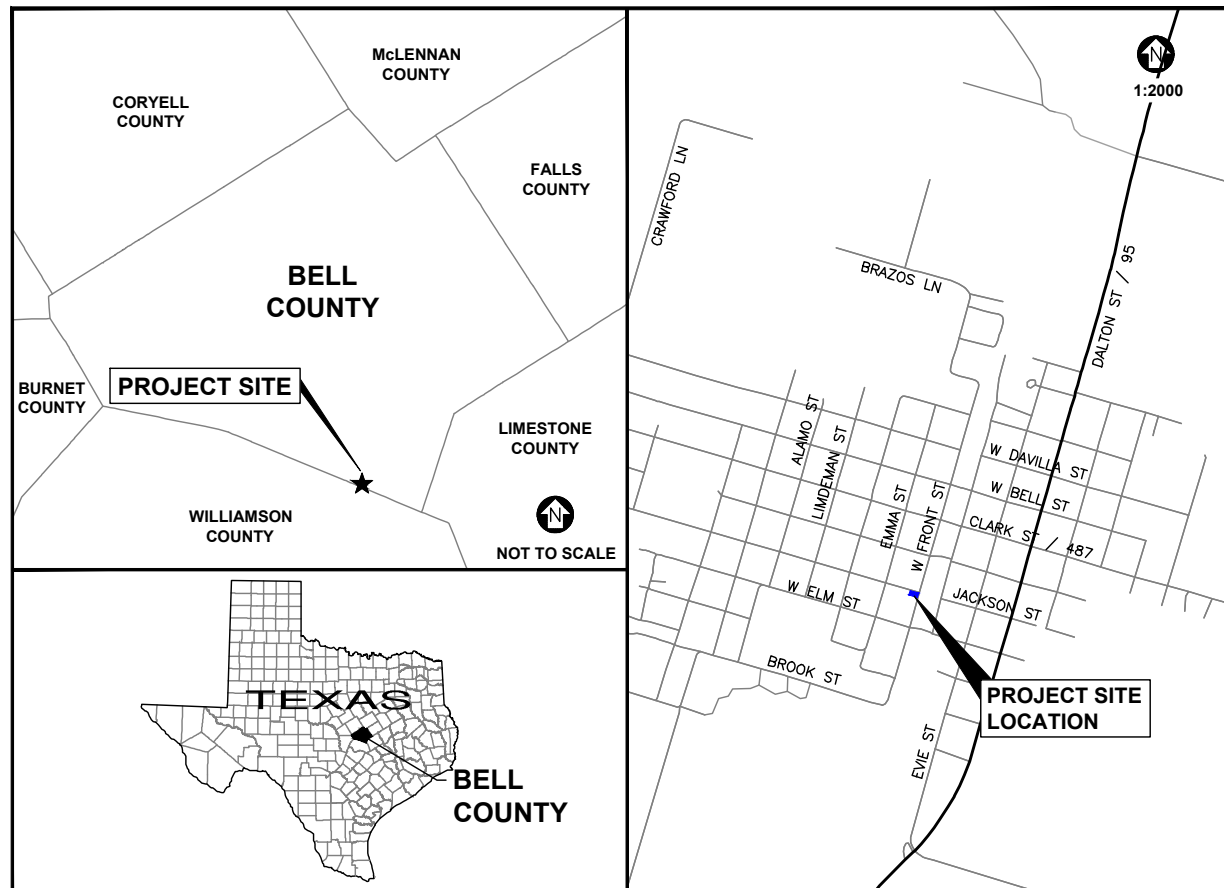
02/06/2024



JACKSON STREET ELEVATED STORAGE TANK IMPROVEMENTS BARTLETT, TEXAS JANUARY 2024



TREY SCOTT TAYLOR, P.E.
LICENSED PROFESSIONAL ENGINEER No. 94706



SITE LOCATION MAP

SHEET INDEX

SHEET TITLE	SHEET ID
COVER SHEET	01
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TCEQ TANK NOTES	03
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MRB Group, P.C.

303 W. Calhoun Ave, Temple, Texas 76501 Phone: (254) 771-2054

TBPE Firm Number: F-10615

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MRB GROUP PROJECT # 0213.23001

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

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL MAKE AN EXAMINATION OF THE PROJECT SITE AND COMPLETELY FAMILIARIZE HIMSELF WITH THE NATURE AND EXTENT OF THE WORK TO BE ACCOMPLISHED. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK MADE NECESSARY BY UNUSUAL CONDITIONS OR OBSTACLES ENCOUNTERED DURING THE PROGRESS OF THE WORK, WHICH CONDITIONS OR OBSTACLES ARE READILY APPARENT UPON A VISIT TO THE SITE. IF THERE ARE ANY QUESTIONS IN THIS REGARD OR IF THERE ARE ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO SUBMISSION OF BIDS.
2. THE CONTRACTOR SHALL CONTACT ALL LOCAL UTILITY COMPANIES AND ANY OTHER UTILITY COMPANY THAT SERVES THE AREA AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO VERIFY LOCATIONS OF EXISTING UTILITY LINES. THE FOLLOWING ARE THE TELEPHONE NUMBERS OF THE ENTITIES MOST LIKELY TO BE AFFECTED:

TEXAS 811	1-800-344-8377
TEXAS EXCAVATION SAFETY SYSTEM	1-800-344-8377
ONCOR	1-254-770-6212
CABLEVISION	1-254-200-3401
GRANDE COMMUNICATIONS	1-254-773-1163
AT&T	1-254-773-8575
ATMOS ENERGY	1-254-742-7804
3. PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES LOCATED WITHIN THE VICINITY OF ANY WORK. IF THE EXISTING UTILITIES ARE IN ANY WAY DIFFERENT FROM WHAT IS SHOWN ON THE DRAWINGS, THEN IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER AND THE PROJECT ENGINEER BEFORE PROCEEDING WITH ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS TO FIX DAMAGES TO EXISTING UTILITIES DURING CONSTRUCTION.
4. CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING UTILITIES. IF ANY DAMAGE OCCURS TO EXISTING UTILITIES, DAMAGE IS TO BE REPAIRED IMMEDIATELY TO AT LEAST PREEXISTING CONDITION AT NO ADDITIONAL COST TO THE OWNER.
5. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. WHEN UNLOCATED OR INCORRECTLY LOCATED UNDERGROUND PIPING OR A BREAK IN THE LINE OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED, CONTRACTOR IS TO COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICE IN OPERATION.
6. ALL BARRICADES AND SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
7. WHERE NEW CONSTRUCTION TIES TO EXISTING FACILITIES, THE PROPER SAW CUT AND CONNECTION SHALL BE MADE USING GOOD WORKMANSHIP AND PROPER TRANSITION TECHNIQUES TO BE APPROVED BY THE ENGINEER.
8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SUPPLY AND INSTALL ALL MATERIALS SO AS TO MEET OR EXCEED PROJECT'S SPECIFICATIONS, STATE, AND CITY OF BARTLETT, TEXAS, CODES AND ORDINANCES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING FOR AND OBTAINING PERMITS FROM THE CITY, STATE, OR OTHER REGULATORY AGENCIES TO PERFORM WORK.
10. ALL DEMOLITION AND EXCAVATED MATERIALS SHALL BE LEGALLY DISPOSED OF OFF THE SITE, UNLESS OTHERWISE INSTRUCTED BY THE OWNER OR BY THE OWNER'S REPRESENTATIVE.
11. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE OWNER'S PROJECT REPRESENTATIVE 48 HOURS BEFORE CONSTRUCTION COMMENCES.
12. ALL CONSTRUCTION OPERATIONS TO BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). COPIES OF THE OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE OBTAINED FROM OSHA, 903 SAN JACINTO, AUSTIN, TEXAS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ALL JOB SITE SAFETY, MANAGEMENT OF JOB SITE PERSONNEL, SUPERVISION OF THE USE OF JOB SITE EQUIPMENT, AND DIRECTION OF ALL CONSTRUCTION PROCEDURES, METHODS, AND ELEMENTS REQUIRED TO COMPLETE THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
14. CONTRACTOR TO MAINTAIN ACCESS TO PUBLIC AND PRIVATE FACILITIES DURING CONSTRUCTION. ALL CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH CITY OF BARTLETT.
15. BLASTING IS NOT PERMITTED ON THIS PROJECT.
16. CONTRACTOR SHALL TRANSITION NEW UTILITY CONSTRUCTION SO AS TO MINIMIZE DAMAGE TO EXISTING VEGETATION, PLANTER BEDS, UTILITIES, SIDEWALKS, AND ROADWAYS. TRANSITIONS SHALL BE APPROVED BY OWNER OR ENGINEER.
17. THE CONTRACTOR SHALL PROTECT ALL SANITARY SERVICES AND MAINTAIN SERVICE THROUGHOUT THE DURATION OF CONSTRUCTION. IN THE EVENT THAT A SERVICE IS DAMAGED DURING CONSTRUCTION THE CONTRACTOR SHALL REPAIR THE SERVICE AT NO ADDITIONAL COST TO THE OWNER.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL AREAS DISTURBED BY CONSTRUCTION FOR A PERIOD EQUAL TO, BUT NOT EXCEEDING, 12 MONTHS.
19. ALL ADDITIONAL PIPING NEEDED TO PROVIDE/ENSURE TEMPORARY POTABLE WATER SERVICES SHALL BE PROVIDED AT NO ADDITIONAL COST TO THE OWNER.
20. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RE-ESTABLISH AND RESTORE EXISTING VEGETATION AND LANDSCAPING DISTURBED BY CONSTRUCTION.
21. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE EXCESS SPOILS AND MATERIAL DISTURBED OR REQUIRED BY CONSTRUCTION.
22. ANY EXISTING PAVEMENT, CURBS, AND/OR SIDEWALKS DAMAGED OR REMOVED BY THE CONTRACTOR THAT ARE NOT A PART OF THIS CONTRACT ARE TO BE REPAIRED BY THE CONTRACTOR TO AT LEAST THE PREEXISTING CONDITION, AT HIS EXPENSE, BEFORE ACCEPTANCE OF THE WORK.
23. CONSTRUCTION SPOILS OR MATERIALS TO BE USED FOR PROPOSED CONSTRUCTION, SHALL NOT BE STOCKPILED OR STORED WITHIN THE 100 YEAR FLOOD PLAIN.
24. THIS PROJECT IS SUBJECT TO THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF FEDERAL LAW, INCLUDING FEDERAL APPROPRIATION ACTS AND SECTION 1452(A)(4) OF THE SAFE DRINKING WATER ACT (42U.S.C §300J-12(A)(4)), AS SPPLICABLE ALL IRON AND STEEL PRODUCTS FOR CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIRS INCORPORATED IN THESE PLANS MUST BE PRODUCED IN THE UNITED STATES.

GENERAL CONSTRUCTION DOCUMENTATION NOTES

1. ENGINEER SHALL NOT AT ANY TIME SUPERVISE, DIRECT, CONTROL, OR HAVE AUTHORITY OVER ANY CONTRACTOR'S WORK, NOR SHALL ENGINEER HAVE AUTHORITY OVER OR BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION SELECTED OR USED BY ANY CONTRACTOR, OR THE SAFETY PRECAUTIONS AND PROGRAMS INCIDENT THERETO, FOR SECURITY OR SAFETY AT THE PROJECT SITE, NOR FOR ANY FAILURE OF A CONTRACTOR TO COMPLY WITH LAWS AND REGULATIONS APPLICABLE TO SUCH CONTRACTOR'S FURNISHING AND PERFORMING OF ITS' WORK.
2. ENGINEER NEITHER GUARANTEES THE PERFORMANCE OF ANY CONTRACTOR NOR ASSUMES RESPONSIBILITY FOR ANY CONTRACTOR'S FAILURE TO FURNISH AND PERFORM ITS WORK IN ACCORDANCE WITH THE CONTRACT BETWEEN OWNER AND SUCH CONTRACTOR. ENGINEER IS NOT RESPONSIBLE FOR VARIATIONS BETWEEN ACTUAL CONSTRUCTION BIDS OR COSTS AND ENGINEER'S OPINIONS OR ESTIMATES REGARDING CONSTRUCTION COSTS.
3. ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ERRORS OR OMISSIONS OF ANY CONTRACTOR, SUBCONTRACTOR, SUPPLIER, ITSELF OR OF ANY OF THEIR AGENTS OR EMPLOYEES AT THE PROJECT SITE. NEITHER ENGINEER NOR OWNER SHALL BE LIABLE OR FISCALLY RESPONSIBLE FOR ANY PLAN INTERPRETATION OR FOR ANY DECISION MADE REGARDING THE CONSTRUCTION CONTRACT DOCUMENTS OR ANY APPLICATION, INTERPRETATION, OR CLARIFICATION THEREOF OTHER THAN THOSE MADE BY ENGINEER. NO CHANGES TO THE CONTRACT AMOUNT, CONTRACT SCOPE OR QUANTITY SHALL BE PERMITTED EXCEPT THOSE AS REVIEWED AND APPROVED BY ENGINEER.

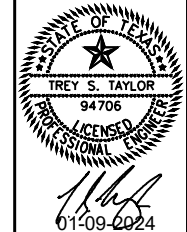
GENERAL SURVEY NOTES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO RECHECK THE EXISTING TOPOGRAPHIC INFORMATION FOR THE ENTIRE PROJECT AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING OF CONSTRUCTION.
2. CONTRACTOR SHALL LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, AND CONTROL POINTS. RE-ESTABLISHMENT OF DISTURBED OR DESTROYED ITEMS SHALL BE ACCOMPLISHED BY A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR AT NO COST TO THE OWNER.

No.	Revisions and Descriptions	By	Date	All Rights Reserved MRE Group

Project Title: **BARTLETT, TEXAS
JACKSON STREET ELEVATED STORAGE TANK
IMPROVEMENTS**
 Drawing Title: **GENERAL NOTES**

Drawn By: GC
 Checked By: SH
 Scale: SEE PLAN
 Date: 01-09-2024



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 303 W. Calhoun Ave., Temple, TX 76781
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 TDD: 254-771-2054
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TCEQ WATER STORAGE TANK GENERAL CONSTRUCTION NOTES

1. THE WATER STORAGE TANK MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."
2. ALL FACILITIES FOR POTABLE WATER STORAGE SHALL BE COVERED AND DESIGNED, FABRICATED, ERECTED, TESTED AND DISINFECTED IN STRICT ACCORDANCE WITH CURRENT AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS AND SHALL BE PROVIDED WITH THE MINIMUM NUMBER, SIZE AND TYPE OF ROOF VENTS, MANWAYS, DRAINS, SAMPLE CONNECTIONS, ACCESS LADDERS, OVERFLOWS, LIQUID LEVEL INDICATORS ON-SITE, AND OTHER APPURTENANCES AS SPECIFIED IN THESE RULES.
3. DISINFECTION OF WATER STORAGE FACILITIES SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C652-11 OR MOST RECENT.
4. DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.
5. BOLTED TANKS SHALL BE DESIGNED, FABRICATED, ERECTED AND TESTED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD D103. WELDED TANKS SHALL BE DESIGNED, FABRICATED, ERECTED AND TESTED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD D100. THE ROOF OF ALL METAL TANKS SHALL BE DESIGNED AND ERECTED SO THAT NO WATER PONDS AT ANY POINT ON THE ROOF AND, IN ADDITION, NO AREA OF THE ROOF SHALL HAVE A SLOPE OF LESS THAN 0.75 INCH PER FOOT. CONCRETE TANK ROOFS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THEIR RESPECTIVE AWWA STANDARD.
6. ROOF VENTS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARDS AND SHALL BE EQUIPPED WITH APPROVED SCREENS TO PREVENT ENTRY OF ANIMALS, BIRDS, INSECTS AND HEAVY AIR CONTAMINANTS. SCREENS SHALL BE FABRICATED OF CORROSION RESISTANT MATERIAL AND SHALL BE 16 MESH OR FINER. SCREENS SHALL BE SECURELY CLAMPED IN PLACE WITH STAINLESS OR GALVANIZED BANDS OR WIRES AND SHALL BE DESIGNED TO WITHSTAND WINDS OF NOT LESS THAN TANK DESIGN CRITERIA (UNLESS SPECIFIED OTHERWISE BY THE ENGINEER).
7. ALL ROOF OPENINGS SHALL BE DESIGNED IN ACCORDANCE WITH CURRENT AWWA STANDARDS. IF AN ALTERNATE 30 INCH DIAMETER ACCESS OPENING IS NOT PROVIDED IN A STORAGE TANK, THE PRIMARY ROOF ACCESS OPENING SHALL NOT BE LESS THAN 30 INCHES IN DIAMETER. OTHER ROOF OPENINGS REQUIRED ONLY FOR VENTILATING PURPOSES DURING CLEANING, REPAIRING OR PAINTING OPERATIONS SHALL BE NOT LESS THAN 24 INCHES IN DIAMETER OR AS SPECIFIED BY THE LICENSED PROFESSIONAL ENGINEER. AN EXISTING TANK WITHOUT A 30-INCH IN DIAMETER ACCESS OPENING MUST BE MODIFIED TO MEET THIS REQUIREMENT WHEN MAJOR REPAIR OR MAINTENANCE IS PERFORMED ON THE TANK. EACH ACCESS OPENING SHALL HAVE A RAISED CURBING AT LEAST FOUR INCHES IN HEIGHT WITH A LOCKABLE COVER THAT OVERLAPS THE CURBING AT LEAST TWO INCHES IN A DOWNWARD DIRECTION. WHERE NECESSARY, A GASKET SHALL BE USED TO MAKE A POSITIVE SEAL WHEN THE HATCH IS CLOSED. ALL HATCHES SHALL REMAIN LOCKED EXCEPT DURING INSPECTIONS AND MAINTENANCE. REVISED FEBRUARY 2019 PAGE 2 OF 3
8. OVERFLOWS SHALL BE DESIGNED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARDS AND SHALL TERMINATE WITH A GRAVITY-HINGED AND WEIGHTED COVER, AN ELASTOMERIC DUCKBILL VALVE, OR OTHER APPROVED DEVICE TO PREVENT THE ENTRANCE OF INSECTS AND OTHER NUISANCES. THE COVER SHALL FIT TIGHTLY WITH NO GAP OVER 1/16 INCHES. IF THE OVERFLOW TERMINATES AT ANY POINT OTHER THAN THE GROUND LEVEL, IT SHALL BE LOCATED NEAR ENOUGH AND AT A POSITION ACCESSIBLE FROM A LADDER OR THE BALCONY FOR INSPECTION PURPOSES. THE OVERFLOW(S) SHALL BE SIZED TO HANDLE THE MAXIMUM POSSIBLE FILL RATE WITHOUT EXCEEDING THE CAPACITY OF THE OVERFLOW(S). THE DISCHARGE OPENING OF THE OVERFLOW(S) SHALL BE ABOVE THE SURFACE OF THE GROUND AND SHALL NOT BE SUBJECT TO SUBMERGENCE.
9. ALL CLEARWELLS AND WATER STORAGE TANKS SHALL HAVE A LIQUID LEVEL INDICATOR LOCATED AT THE TANK SITE. THE INDICATOR CAN BE A FLOAT WITH A MOVING TARGET, AN ULTRASONIC LEVEL INDICATOR, OR A PRESSURE GAUGE CALIBRATED IN FEET OF WATER. IF AN ELEVATED TANK OR STANDPIPE HAS A FLOAT WITH MOVING TARGET INDICATOR, IT MUST ALSO HAVE A PRESSURE INDICATOR LOCATED AT GROUND LEVEL. PRESSURE GAUGES MUST NOT BE LESS THAN THREE INCHES IN DIAMETER AND CALIBRATED AT NOT MORE THAN TWO-FOOT INTERVALS. REMOTE READING GAUGES AT THE OWNER'S TREATMENT PLANT OR PUMPING STATION WILL NOT ELIMINATE THE REQUIREMENT FOR A GAUGE AT THE TANK SITE UNLESS THE TANK IS LOCATED AT THE PLANT OR STATION.
10. INLET AND OUTLET CONNECTIONS SHALL BE LOCATED SO AS TO PREVENT SHORT CIRCUITING OR STAGNATION OF WATER. CLEARWELLS USED FOR DISINFECTANT CONTACT TIME SHALL BE APPROPRIATELY BAFFLED.
11. CLEARWELLS AND POTABLE WATER STORAGE TANKS SHALL BE THOROUGHLY TIGHT AGAINST LEAKAGE, SHALL BE LOCATED ABOVE THE GROUND WATER TABLE AND SHALL HAVE NO WALLS IN COMMON WITH ANY OTHER PLANT UNITS CONTAINING WATER IN THE PROCESS OF TREATMENT. ALL ASSOCIATED APPURTENANCES INCLUDING VALVES, PIPES AND FITTINGS SHALL BE TIGHT AGAINST LEAKAGE.
12. EACH CLEARWELL OR POTABLE WATER STORAGE TANK SHALL BE PROVIDED WITH A MEANS OF REMOVING ACCUMULATED SILT AND DEPOSITS AT ALL LOW POINTS IN THE BOTTOM OF THE TANK. DRAINS SHALL NOT BE CONNECTED TO ANY WASTE OR SEWAGE DISPOSAL SYSTEM AND SHALL BE CONSTRUCTED SO THAT THEY ARE NOT A POTENTIAL AGENT IN THE CONTAMINATION OF THE STORED WATER.
13. ALL CLEAR WELLS, GROUND STORAGE TANKS, STANDPIPES, AND ELEVATED TANKS SHALL BE PAINTED, DISINFECTED, AND MAINTAINED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARDS. HOWEVER, NO TEMPORARY COATINGS, WAX GREASE COATINGS, OR COATING MATERIALS CONTAINING LEAD WILL BE ALLOWED. NO OTHER COATINGS WILL BE ALLOWED WHICH ARE NOT APPROVED FOR USE (AS A CONTACT SURFACE WITH POTABLE WATER) BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA), NSF INTERNATIONAL, OR THE UNITED STATES FOOD AND DRUG ADMINISTRATION (FDA). ALL NEWLY INSTALLED COATINGS MUST CONFORM TO ANSI/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
14. NO TANKS OR CONTAINERS SHALL BE USED TO STORE POTABLE WATER THAT HAS PREVIOUSLY BEEN USED FOR ANY NON-POTABLE PURPOSE. WHERE A USED TANK IS PROPOSED FOR USE, A LETTER FROM THE PREVIOUS OWNER OR OWNERS MUST BE SUBMITTED TO THE COMMISSION WHICH STATES THE USE OF THE TANK.
15. ACCESS MANWAYS IN THE RISER PIPE, SHELL AREA, ACCESS TUBE, BOWL AREA OR ANY OTHER LOCATION OPENING DIRECTLY INTO THE WATER COMPARTMENT SHALL BE LOCATED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARDS. THESE OPENINGS SHALL NOT BE LESS THAN 24 INCHES IN DIAMETER. HOWEVER, IN THE CASE OF A RISER PIPE OR ACCESS TUBE OF 36 INCHES IN DIAMETER OR SMALLER, THE ACCESS MANWAY MAY BE 18 INCHES TIMES 24 INCHES WITH THE VERTICAL DIMENSION NOT LESS THAN 24 INCHES. THE PRIMARY ACCESS MANWAY IN THE LOWER RING OR SECTION OF A GROUND STORAGE TANK SHALL BE NOT LESS THAN 30 INCHES IN DIAMETER. WHERE NECESSARY, FOR ANY ACCESS MANWAY WHICH ALLOWS DIRECT ACCESS TO THE WATER COMPARTMENT, A GASKET SHALL BE USED TO MAKE A POSITIVE SEAL WHEN THE ACCESS MANWAY IS CLOSED.
16. SERVICE PUMP INSTALLATION TAKING SUCTION FROM STORAGE TANKS SHALL PROVIDE AUTOMATIC LOW WATER LEVEL CUTOFF DEVICES TO PREVENT DAMAGE TO THE PUMPS. THE SERVICE PUMP CIRCUITRY SHALL ALSO RESUME PUMPING AUTOMATICALLY ONCE THE MINIMUM WATER LEVEL IS REACHED IN THE TANK.
17. PURSUANT TO 30 TAC §290.44(B)(1), THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT.

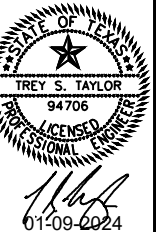
Revised February 2019

No.	Revisions and Descriptions	By	Date

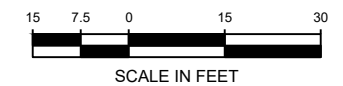
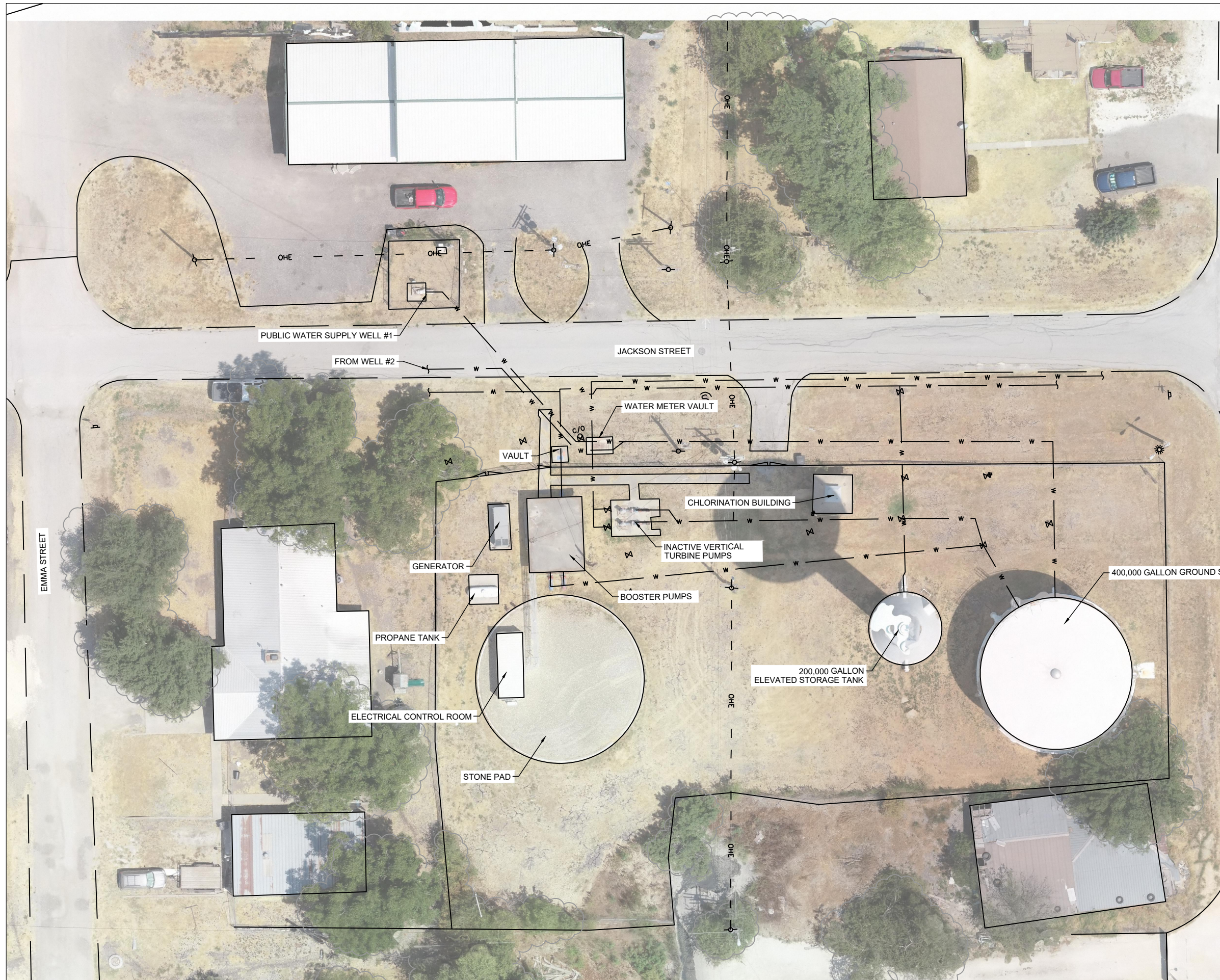
Project Title: **BARTLETT, TEXAS
JACKSON STREET ELEVATED STORAGE TANK
IMPROVEMENTS**

Drawing Title: **TCEQ TANK NOTES**

Drawn By: GC
Checked By: SH
Scale: N/A
Date: 01-09-2024



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303 W. Calhoun Ave., Temple, TX 76781
Phone: 254-771-2054
TBBPE Firm Number: F-10615
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LEGEND:

- 740 — EXISTING CONTOUR
- OHE — OVERHEAD ELECTRIC LINE
- UGE — UNDERGROUND ELECTRIC LINE
- TELE — OVERHEAD TELEPHONE LINE
- U TELE — UNDERGROUND TELEPHONE LINE
- GAS — GAS LINE
- SAN — SANITARY SEWER LINE
- SF — FENCE LINE
- SF — SILT FENCE
- W — EXISTING WATER LINE
- — EXISTING TREE

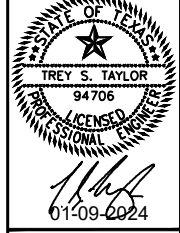
NOTE:
 PIPING LOCATIONS ARE APPROXIMATE.
 CONTRACTOR SHALL VERIFY PIPING LOCATIONS.

No.	Revisions and Descriptions	By	Date

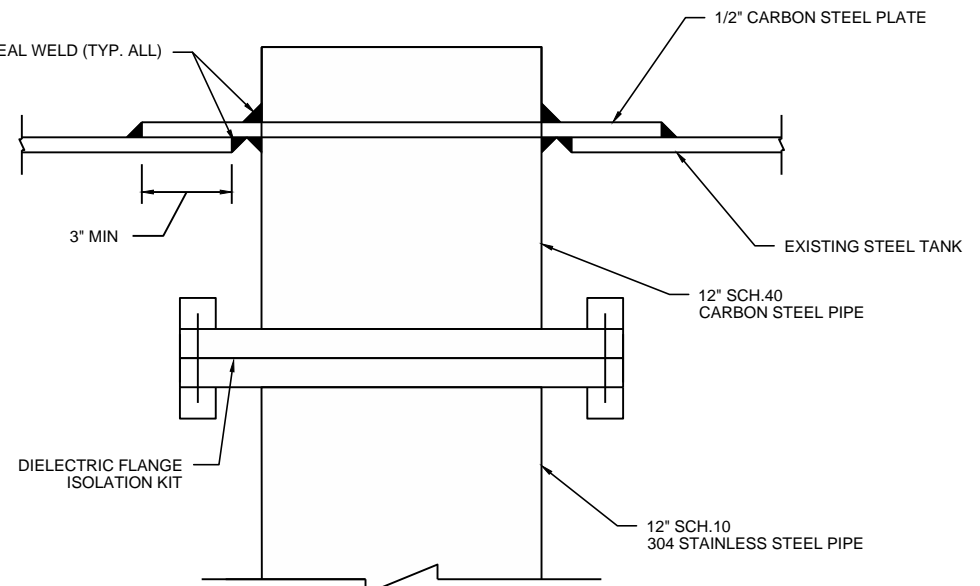
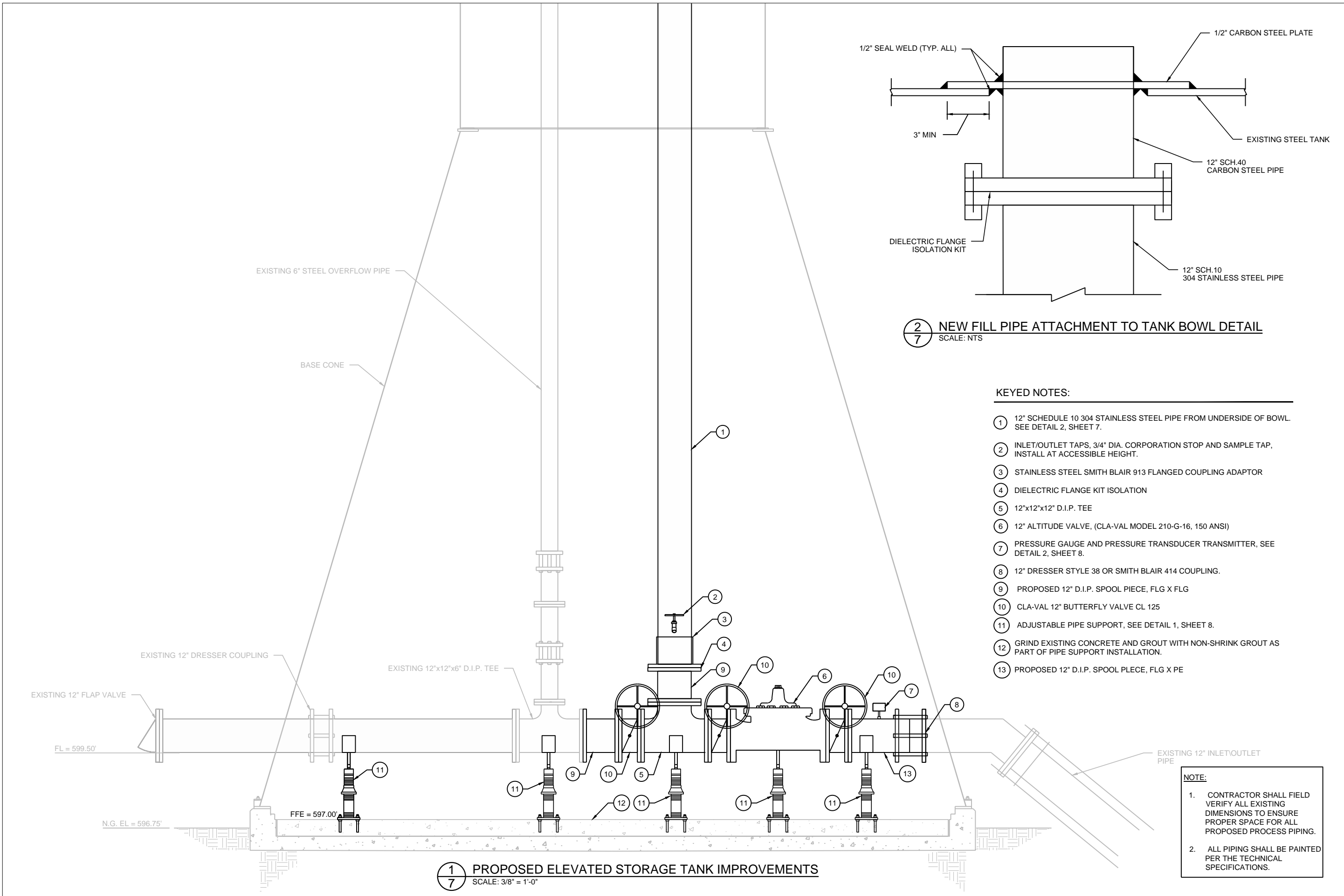
Project Title: **BARTLETT, TEXAS
 JACKSON STREET ELEVATED STORAGE TANK
 IMPROVEMENTS**

Drawing Title: **OVERALL EXISTING SITE PLAN**

Drawn By: GC
 Checked By: SH
 Scale: 1" = 10'-0"
 Date: 01-09-2024



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 TIRPE Firm Number: F-10615
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KEYED NOTES:

- 1 12" SCHEDULE 10 304 STAINLESS STEEL PIPE FROM UNDERSIDE OF BOWL. SEE DETAIL 2, SHEET 7.
- 2 INLET/OUTLET TAPS, 3/4" DIA. CORPORATION STOP AND SAMPLE TAP, INSTALL AT ACCESSIBLE HEIGHT.
- 3 STAINLESS STEEL SMITH BLAIR 913 FLANGED COUPLING ADAPTOR
- 4 DIELECTRIC FLANGE KIT ISOLATION
- 5 12"x12"x12" D.I.P. TEE
- 6 12" ALTITUDE VALVE, (CLA-VAL MODEL 210-G-16, 150 ANSI)
- 7 PRESSURE GAUGE AND PRESSURE TRANSDUCER TRANSMITTER, SEE DETAIL 2, SHEET 8.
- 8 12" DRESSER STYLE 38 OR SMITH BLAIR 414 COUPLING.
- 9 PROPOSED 12" D.I.P. SPOOL PIECE, FLG X FLG
- 10 CLA-VAL 12" BUTTERFLY VALVE CL 125
- 11 ADJUSTABLE PIPE SUPPORT, SEE DETAIL 1, SHEET 8.
- 12 GRIND EXISTING CONCRETE AND GROUT WITH NON-SHRINK GROUT AS PART OF PIPE SUPPORT INSTALLATION.
- 13 PROPOSED 12" D.I.P. SPOOL PLECE, FLG X PE

NOTE:

- 1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS TO ENSURE PROPER SPACE FOR ALL PROPOSED PROCESS PIPING.
- 2. ALL PIPING SHALL BE PAINTED PER THE TECHNICAL SPECIFICATIONS.

Project Title:		BARTLETT, TEXAS		Project No.:		0213.23001	
Project Title:		JACKSON STREET ELEVATED STORAGE TANK IMPROVEMENTS		Drawing Title:		PROPOSED EST BASE SECTION	
Drawn By:	GC	Checked By:	SH	Scale:	AS SHOWN	Date:	01-09-2024
Sheet No. 07 of 08							
Project No. 0213.23001							

ADDENDUM NO. 1

Dated: January 26, 2024

FOR:

CITY OF BARTLETT JACKSON STREET ELEVATED STORAGE TANK IMPROVEMENTS

BIDS DUE:

**2:00PM
February 1, 2024**

MRB PROJECT No. 0213.23001.000

PREPARED BY:



01/26/2024

MRB Group
TBPE Firm No: F-10615
303 W. Calhoun Ave., Temple, TX 76501
(254) 771-2054
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CITY OF BARTLETT
MRB Project No. 0213.23001.000

ADDENDUM No. 1
January 26, 2024

This Addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding and Contract Documents dated JANUARY 2024 as noted below. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

ATTENTION – The BID DATE is NOT CHANGED by this addendum. The BID DATE remains February 1, 2024 at 2:00 pm.

CHANGES TO SPECIFICATIONS

Section	Instruction	Description of Action Required
00 41 00	REPLACE	Replace Bid Form with attached.
00 41 43_10	REPLACE	Replace Itemized Proposal with attached.
01 23 00	ADD	To Paragraph 1.3 D.1: Contractor shall install a 2” tap on the 12” pipe on the discharge side of the booster pumps, outside the building and route a 3” reducer, piping, valves, and fittings to the proposed temporary hydropneumatic tank. Excavation and sidewalk removal and replacement may be necessary. Return to original condition upon completion of the work.
01 23 00	ADD	Paragraph 1.3 D.1 As an alternate to providing a hydropneumatic tank, provide an electronic pressure transmitter and precision controller by Mercer Controls (361-550-1087) to maintain normal operations of the water system including constant system pressure while the elevated storage tank is out of service. Tap piping and route piping and cabling as required.
01 23 00	ADD	Add Paragraph 1.3 D. 2: Alternate 2: Contractor shall clean and disinfect the elevated storage tank upon completion of the work, in accordance with TCEQ regulations and current AWWA Standard C652-19.
09 96 00	ADD	Paragraph 1.01C: This specification includes the high performance coating of materials installed under this contract such as, but not limited to, piping, valves, pipe supports and limited section of the bowl of the water tank. The coating of the interior or exterior of the tank, in entirety, is not included.

CHANGES TO DRAWINGS

Drawing Number	Instruction	Description of Action Required
7	ADD	To Detail 2: Contractor shall install ½” diameter U-Bolt pipe supports with neoprene gaskets and fiberglass washers at all existing vertical pipe supports. Drill existing angle as required for mounting.
7	ADD	To Detail 2: Prepare and recoat existing steel tank a minimum of 1 foot all directions from the area where the proposed fill pipe attaches to the existing tank bowl on both the interior and exterior of the tank. Manual methods of surface preparation on the existing coating in these limited areas is acceptable.

Drawing Number	Instruction	Description of Action Required
8	MODIFY	Detail 2: Delete Keynote 3 and replace with “Remove existing pressure transducer and relocate to new pipe. See attached photo #1.”

INFORMATION FOR BIDDERS (Q&A)

Question	There is a reference on sheet 8 for pressure transmitter to be detailed on electrical sheets but there are not any. Please advise
Answer	This will be answered in Addendum #1
Question	Would you please post the prebid sign in sheet?
Answer	Pre-Bid Sign In sheet has been posted.

ATTACHMENTS

Bid Form

Itemized Proposal

Photo#1 – Existing Pressure Transducer

Site Photos – For Information Only

END OF ADDENDUM No. 1

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Bartlett, 140 W. Clark Street, Bartlett, TX 76511**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
 - F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Base Bid and Alternates)

Lump Sum Bid Price for Base Bid	\$
Alternate 1 – Temporary Hydropneumatic Tank	\$
Alternate 2 – Cleaning and Disinfection of Tank	\$
Total Bid Price (Base Bid and Alternates)	\$

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and

performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

Item No.	Item Description	Qty.	Unit	Bid Unit Price (Numerals)	Bid Price (Numerals)
BASE BID ITEMS					
1	MOBILIZATION, BONDS, AND INSURANCE	1	LS	\$ _____	\$ _____
2	WATER PLANT IMPROVEMENTS	1	LS	\$ _____	\$ _____
3	TESTING, CLEAN-UP, AND RESTORATION OF PROJECT AREAS	1	LS	\$ _____	\$ _____

Total of All Base Unit Price Bid Items \$ _____

Item No.	Item Description	Qty.	Unit	Bid Unit Price (Numerals)	Bid Price (Numerals)
CONDITIONAL BID ITEMS					
ALT-1	TEMPORARY HYDROPNEUMATIC TANK	1	EA.	\$ _____	\$ _____
ALT-2	TANK CLEANING AND DISINFECTION	1.00	LS	\$ _____	\$ _____

Total of All Conditional Bid Items \$ _____

JACKSON STREET EST IMPROVEMENTS



Photo #1: Existing Pressure Transducer to be removed and reinstalled on new piping

JACKSON STREET EST IMPROVEMENTS



Photo #2: Fill and Overflow Piping



Photo #3: Inside Tank looking at
Intermediate Platform

JACKSON STREET EST IMPROVEMENTS



Photo #4: Fill Pipe between Intermediate Platform and Bowl.

Note: Location for U-bolt pipe support on new piping.



Photo #5: Fill Pipe at Intermediate Platform

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Photo #6: Fill Pipe Connection at Bowl



Photo #7: Fill Pipe Connection at Bowl

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Photo #8: Top of Tank



Photo #9: Piping Supports to be removed and replaced.

JACKSON STREET EST IMPROVEMENTS



Photo #10: Exterior View of Tank



Photo #11: Potential location for 2" tap for temporary hydropneumatic tank.