



Vickie Cooper, Mayor Pro-Tempore
Gayle Jones, Council Member
Jackie Ivicic, Council Member
Jesse Luna, Council Member
Shelton Gilmore, Council Member

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

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

Regular Called Meeting

6:00 PM

Monday, September 9th, 2024

Bartlett City Hall

140 W Clark Street, Bartlett, TX 76511

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

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

CITIZENS COMMUNICATION

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

BOARDS, COMMISSIONS, & COMMITTEES PRESENTATIONS, PROCLAMATION

CONSENT AGENDA

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

1. Receive monthly department reports:
 - a. City Administrator-Texas Water Development Board (TWDB) Economically Distressed Areas Program (EDAP) Loan Placement (7th)
 - b. City Secretary
 - c. Municipal Court
 - d. Development Services
 - e. Utility Billing
 - f. Public Works
 - g. Police
2. Approve minutes from the following meeting:
 - a. 08.05.2024 – Special Meeting
 - b. 08.12.2024 – Regular Meeting
 - c. 08.26.2024 – Regular Meeting

PUBLIC HEARINGS / ORDINANCES

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION



Chris Mees, Mayor
Vickie Cooper, Mayor Pro-Tempore
Gayle Jones, Council Member
Jackie Ivicic, Council Member
Jesse Luna, Council Member
Shelton Gilmore, Council Member

1. Discuss, review, and take any necessary action to adopt a resolution recognizing the Memorandum of Understanding (MOU) for Conditional Pre-development, including the reimbursement of professional services as outlined in the agreement, and to authorize the Mayor or City Administrator to sign all necessary agreements related to the MOU.
2. Discuss, review, and take any necessary action regarding Utility Collections in relation to § 12.01.007.
3. Discuss, review, and take any necessary action to recognize the Preliminary Tax Rate to be 0.7855/100\$ for Fiscal Year 2024-2025.

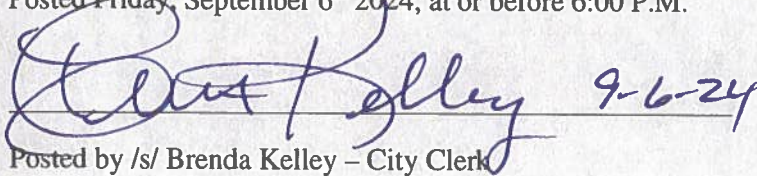
FUTURE AGENDA ITEMS

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

 9-6-24

Posted by /s/ Brenda Kelley – City Clerk

2024/25 Abridged Applications - Prioritization Point System Detail

Prioritization Criteria											Breaker Area A Value		
Priority Score				First Time Services (Yes = 15 points, No = 0 points)	Public Health Nuisances and/or Environmental Violations** (Yes = 10 points, No = 0 points)	Previous TH/DB Inspection (Yes = 8 points, No = 0 points)	Non-Contaminant Violations (Yes = 3 points, No = 0 points)	Breaker Area A Value					
Rank	Abridged Application Number	Entity Name	Project Name	Eligible Project Amount	Result	Score	Result	Score	Result	Score	Breaker Area A Value		
1	16045	City of Santa Rosa	Santa Rosa Water System Improvements	\$ 21,175,000	Y	15	Y	10	N	0	Y	3	\$27,973.00
2	16047	City of Somerville	City of Somerville Water and Wastewater Improvements	\$ 6,315,700	Y	15	Y	10	N	0	Y	3	\$59,394.00
3	16046	City of Santa Rosa	Santa Rosa Wastewater System Improvements	\$ 34,900,000	Y	15	Y	10	N	0	N	0	\$27,971.00
4	16049	Brookville PUG	Francis Salinas and Central Estates Colonial Sewer Improvements	\$ 2,663,894	Y	15	Y	10	N	0	N	0	\$46,735.00
5	16048	Webb County	La Poma Booster Pump Station	\$ 2,730,231	Y	15	Y	10	N	0	N	0	\$50,408.00
6	16041	Valley Highway WSC	Southern Cameron County Wastewater Rehabilitation Project Phase II	\$ 11,901,980	N	0	Y	10	Y	8	Y	3	\$11,769.00
7	16031	City of Bartlett	Bartlett WWSRF and Collection System Improvements	\$ 16,554,000	N	0	Y	10	Y	8	N	0	\$51,786.00
8	16037	City of Kingsville	City of Kingsville Proposed Wastewater Utilities Rehabilitation Project Phase II	\$ 5,351,251	Y	15	N	0	N	0	N	0	\$50,963.00
9	16032	City of Centerville	City of Centerville WWSRF and Collections Improvement	\$ 6,735,000	N	0	Y	10	N	0	N	0	\$45,813.00
10	16038	City of Maric	City of Maric Public Sewerage Facility Improvement	\$ 1,500,000	N	0	Y	10	N	0	N	0	\$50,652.00
10	16039	City of Maric	City of Maric Wastewater Collection System Improvement	\$ 3,000,000	N	0	Y	10	N	0	N	0	\$50,652.00
12	16030	City of Bartlett	Bartlett Wastewater Systems Improvements	\$ 1,500,000	N	0	Y	10	N	0	N	0	\$51,786.00
13	16029	City of Bartlett	Bartlett System Improvements	\$ 1,000,000	N	0	N	0	N	0	Y	3	\$51,786.00
14	16036	City of Hillburo	City of Hillburo Water Distribution Improvements	\$ 30,000,000	N	0	N	0	N	0	Y	3	\$57,500.00
15	16035	Maricopa Waterworks System	N 1st St. Water Line Replacement Project	\$ 8,305,000	N	0	N	0	N	0	N	0	\$32,422.47
16	16033	Maricopa Waterworks System	Domestic Water System Improvements	\$ 6,290,000	N	0	N	0	N	0	N	0	\$33,577.42
17	16040	City of Maric	City of Maric Wastewater Treatment Plant Generator	\$ 800,000	N	0	N	0	N	0	N	0	\$50,635.00
18	16034	Maricopa Waterworks System	Little Creek Interceptor Replacement	\$ 34,266,687	N	0	N	0	N	0	N	0	\$50,921.70
				\$194,690,743									

*Eligible project amount is only the portion of requested funding determined to be EDAP-eligible, and may not reflect the full funding request.
 **Public Health Nuisance points are awarded based on preliminary information, a final determination of the grant percentage awarded to a project will be determined after submission of a full financial application.



CHAD MEES, MAYOR
GAYLE JONES, COUNCILMAN
VICKIE COOPER, COUNCILMAN
JESSE LUNA, COUNCILMAN
JACKIE IVICIC, COUNCILMAN
SHELTON GILMORE, COUNCILMAN

CITY CLERK MONTHLY REPORT

August 2024

Open Records Request's

- a. 2 Open Records Request
- b. 2 closed records.
- c. 0 is pending.
- d.

Special Called Council Meeting was held on August 5th, with subsequent Regular meetings held on August 12th and August 26th.

Brenda Kelley
City Clerk

City of Bartlett
Municipal Court Council Report
From 8/1/2024 to 8/31/2024

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
6	0	0	0	0	6

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$1,286.68	\$962.78	\$856.07	\$29.17	\$29.35	\$3,164.05

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
7	0	0	0	0	7

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
0	0	0	0

**OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL**



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Period August 2024

Municipal Court for the City of Bartlett

Presiding Judge Scott Matthew
If new, date assumed office

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

Phone Number 254-527-3219
Fax Number

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

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

Prepared by

Brenda

Date

9/3/24

Phone Number

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

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

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

CRIMINAL SECTION

City of Bartlett Municipal Court		Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month August	Year 2024	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:		1193	1	0	406	255	149
a. Active Cases		138	1	0	27	15	39
b. Inactive Cases		1055	0	0	379	240	110
2. New Cases Filed		6	0	0	0	0	0
3. Cases Reactivated		3	0	0	2	1	0
4. All Other Cases Added		0	0	0	0	0	0
5. Total Cases on Docket (Sum of Lines 1a, 2, 3 & 4)		147	1	0	29	16	39
Dispositions Prior to Court Appearance or Trial:							
Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14))		1	0	0	0	1	0
b. Dismissed by Prosecution		0	0	0	0	0	0
Dispositions at Trial:							
Convictions:							
Guilty Plea or Nolo Contendere		3	0	0	2	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 (CCP, Art. 45.0511)		0					
b. After Deferred Disposition (CCP, Art. 45.051)		0	0	0	0	0	0
c. After Teen Court (CCP, Art. 45.052)		0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)						0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)					0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)		0					
g. All Other Transportation Code Dismissals		0	0	0	0	0	0
9. All Other Dispositions		0	0	0	0	0	0
10. Total Cases Disposed (Sum of Lines 6, 7, 8 & 9)		4	0	0	2	1	0
11. Cases Placed on Inactive Status		0	0	0	0	0	0
12. Total Cases Pending End of Month:		1195	1	0	404	254	149
a. Active Cases (Equals Line 5 minus the sum of Lines 10 & 11)		143	1	0	27	15	39
Inactive Cases (Equals Line 1b minus Line 3 plus Line 11)		1052	0	0	377	239	110
13. Show Cause Hearings Held		0	0	0	0	0	0
Cases Appealed:							
After Trial		0	0	0	0	0	0
b. Without Trial		0	0	0	0	0	0

CIVIL/ADMINISTRATIVE SECTION

City of Bartlett Municipal Court		TOTAL CASES
Month August	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 (Sum of Lines 1a, 2, 3 & 4)		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 (Sum of Lines 6 through 12)		0
14. Cases Placed on Inactive Status		0
15. Total Cases Pending End of Month:		0
a. Active Cases (Equals Line 5 minus the sum of Lines 13 & 14)		0
b. Inactive Cases (Equals Line 1b minus Line 3 plus Line 14)		0
Cases Appealed:		
After Trial		0
b. Without Trial		0

JUVENILE/MINOR ACTIVITY

City of Bartlett Municipal Court		TOTAL
Month 08	Year 2024	
1. Transportation Code Cases Filed		0
2. Non-Driving Alcoholic Beverage Code Cases Filed		0
3. Driving Under the Influence of Alcohol Cases Filed		0
4. Drug Paraphernalia Cases Filed <i>(HSC, Ch. 481)</i>		0
5. Tobacco Cases Filed <i>(HSC, Sec. 161.252)</i>		0
6. Failure to Attend School Cases Filed <i>(Ed.Code, Sec. 25.094)</i>		0
7. Education Code (Except Failure to Attend) Cases Filed		0
8. Violation of Local Daytime Curfew Ordinance Cases Filed <i>(Local Govt. Code, Sec. 341.905)</i>		0
9. All Other Non-Traffic Fine-Only Cases Filed		0
Transfer to Juvenile Court:		0
Mandatory Transfer <i>(Fam.Code, Sec. 51.08(b)(1))</i>		0
b. Discretionary Transfer <i>(Fam.Code, Sec. 51.08(b)(2))</i>		0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) <i>(CCP, Art. 45.050(c)(1))</i>		0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges) <i>(CCP, Art. 45.050(c)(2))</i>		0
Juvenile Statement Magistrate Warning:		0
Warnings Administered		0
b. Statements Certified <i>(Fam.Code, Sec. 51.095)</i>		0
14. Detention Hearings Held <i>(Fam. Code, Sec. 54.01)</i>		0
15. Orders for Non-Secure Custody Issued		0
16. Parent Contributing to Nonattendance Cases Filed <i>(Ed. Code, Sec. 25.093)</i>		0

ADDITIONAL ACTIVITY

City of Bartlett Municipal Court		NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month 08	Year 2024		
Magistrate Warnings:			
Class C Misdemeanors		0	
b. Class A and B Misdemeanors		0	0
c. Felonies		0	0
			TOTAL
Arrest Warrants Issued:			
Class C Misdemeanors			0
b. Class A and B Misdemeanors			0
c. Felonies			0
3. Capiases Pro Fine Issued			0
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed (CCP, Art. 18.05)			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			0
9. Magistrate's Orders for Ignition Interlock Device Issued (CCP, Art. 17.441)			0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held (TC, Sec. 521.300)			0
12. Disposition of Stolen Property Hearings Held (CCP, Ch. 47)			0
13. Peace Bond Hearings Held			0
Cases in Which Fine and Court Costs Satisfied by Community Service:			
Partial Satisfaction			0
b. Full Satisfaction			0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			0
16. Cases in Which Fine and Court Costs Waived for Indigency			0
17. Amount of Fines and Court Costs Waived for Indigency			\$0.00
18. Fines, Court Costs and Other Amounts Collected:			
a. Kept by City			\$1,877.37
b. Remitted to State			\$1,286.69
c. Total			\$3,164.05

City of Bartlett
Council Report
Check Date: 8/1/2024 to 8/31/2024

9/5/2024 3:37:35 PM

Department	Check Date	Vendor Name	GL Account	Account Description	Description	Amount
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\$ 283,529.68

02 - Utilities Fund

Sewer

8/1/2024	WILCO FLEET SERVICES	02-81-9401	Vehicle Maintenance	1680 Repairs on Hydraulic Valve	\$3,554.22
8/1/2024	BARTLETT AUTO SERVICE LLC	02-81-9401	Vehicle Maintenance	#200 Truck #2 Tires	\$189.00
8/1/2024	BARTLETT AUTO SERVICE LLC	02-81-9401	Vehicle Maintenance	#191 Repairs on 04 Dodge Dakota	\$570.24
8/1/2024	BARTLETT AUTO SERVICE LLC	02-81-9401	Vehicle Maintenance	#188 FRONT BRAKES REPAIRED #2013 CHEVY 1500 LIC#1426376	\$130.00
8/1/2024	FERGUSON WATERWORKS #1106	02-81-9101	Operating Supplies - Not Office	1298273 PLUMBING SUPPLIES	\$416.42
8/1/2024	FERGUSON WATERWORKS #1106	02-81-9101	Operating Supplies - Not Office	#1297885 PLUMBING SUPPLIES	\$3,172.98
8/1/2024	Caterpillar Financial Services	02-81-7401	Capital Expenditures	2172458 Backhoe Loader	\$1,171.82
8/21/2024	ATS	02-81-8601	Permit Fees	#487668 Inspections	\$1,400.00
8/21/2024	ATS	02-81-8601	Permit Fees	#489391 - RESIDENTIAL PLAN REVIEW 625 W. JACKSON	\$75.00
8/21/2024	Environmental Monitoring Laboratory, Llc	02-81-9451	Sample Analysis	#24070032 Testing of wastewater	\$542.80
8/26/2024	Card Service Center	02-81-9401	Vehicle Maintenance	Autodraft: #1071 Shane Hunn card- JG is using	\$60.14
8/26/2024	Card Service Center	02-81-8601	Permit Fees	Autodraft: Card #0339 Jacob or Shane uses this card	\$61.67
8/27/2024	ATS	02-81-8601	Permit Fees	#489973 COMMERCIAL PLAN REVIEW D-ELEMENTARY	\$380.00
8/27/2024	ATS	02-81-8601	Permit Fees	SCHOOL RENO	
8/27/2024	ATS	02-81-8601	Permit Fees	489917 COMMERCIAL PLAN REVIEW 405 N BECKMAN - G-	\$665.00
8/27/2024	ATS	02-81-8601	Permit Fees	NEW CAFETERIA	
8/27/2024	ATS	02-81-8601	Permit Fees	#490020 RESIDENTIAL PLAN REVIEW MF 120 STONE PACK	\$75.00
8/27/2024	ATS	02-81-8601	Permit Fees	LANE	
8/27/2024	ATS	02-81-8601	Permit Fees	RESIDENTIAL PLAN REVIEW 622 W. DAVILLA	\$75.00
8/27/2024	ATS	02-81-8601	Permit Fees	#490019 RESIDENTIAL PLAN REVIEW MF 112 STONE PACK	\$75.00
8/27/2024	ATS	02-81-8601	Permit Fees	LANE	

8/27/2024	ATS	02-81-8601	Permit Fees	COMMERCIAL PLAN REVIEW #24- \$902.50 00009-01 (C-JUNIOR HIGH GYM RENOVATION) 405 N. BECKMAN
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8/27/2024	FERGUSON WATERWORKS #1106	02-81-9101	Operating Supplies - Not Office	#1302219 - CLAMPS	\$2,602.34
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				Total	\$16,119.13
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Water

8/1/2024	Mid-American Research	02-80-7501	Chemicals	0823820/0823544 Chemicals	\$174.04
8/1/2024	Chemical		Chemicals	0823820/0823544 Chemicals	\$617.75
8/1/2024	Mid-American Research	02-80-7501			
8/1/2024	Chemical		Water Tank Repair and Maintenance	10695 Pressure Transducer	\$428.45
8/1/2024	Trac-N-Trol	02-80-7653		150874 Pest Control July 2024	\$19.85
8/1/2024	Bug Master	02-80-8851	Facility Maintenance		
8/1/2024	Steglich Feed And Farm Supply, Inc	02-80-9101	Operating Supplies - Not Office	July 2024-Credit Charges	\$314.22
8/1/2024	AT&T	02-80-9151	Telephone & Internet Services	512A4470458840 July 2024 -	\$117.82
8/14/2024	Repa Plumbing & A/C Inc.	02-80-9102	Tools & Non-Capital Equipment	PLUMBING SUPPLIES PUBLIC WORKS	\$122.90
8/14/2024	Bartlett Red & White	02-80-9101	Operating Supplies - Not Office	JULY 2024 CREDIT CHARGES FOR PUBLIC WORKS (ICE WATER GATORADE)	\$646.77
8/14/2024	Steglich Feed And Farm Supply, Inc	02-80-9101	Operating Supplies - Not Office	JULY 2024 STATEMENT	\$247.11
8/14/2024	O'REILLY AUTO PARTS	02-80-9401	Vehicle Maintenance	O'REILLY AUTO PARTS CREDIT CHARGES-PUBLIC WORKS	\$421.01
8/14/2024	Unifirst Corporation	02-80-9301	Uniform Expense	1637617 July 2024 Uniforms	\$144.19
8/14/2024	Unifirst Corporation	02-80-9301	Uniform Expense	1637617 July 2024 Uniforms	\$96.33
8/14/2024	Unifirst Corporation	02-80-9301	Uniform Expense	1637617 July 2024 Uniforms	\$163.08
8/14/2024	Unifirst Corporation	02-80-9301	Uniform Expense	1637617 July 2024 Uniforms	\$102.55
8/14/2024	Unifirst Corporation	02-80-9301	Uniform Expense	1637617 July 2024 Uniforms	\$103.83
8/21/2024	Lonestar Maintenance & Service, Inc.	02-80-9101	Operating Supplies - Not Office	#B33794 MONTHLY CHLORINE BOTTLE RENT	\$70.00
8/21/2024	BARTLETT AUTO SERVICE	02-80-9401	Vehicle Maintenance	#207 FLAT TIRE REPAIRED 2013	\$25.00

	LLC				CHEVY 1500 oDOMETER 124535 IIC#1426376	
8/21/2024	Ready Refresh	02-80-9101	Operating Supplies - Not Office		#0125962993-WASTEWATER PLANT-DRINKING WATER	\$113.48
8/21/2024	MRB GROUP	02-80-7654	Engineering Services		#62399 PROJECT 0213.23001.000	\$6,163.50
					WATER SYSTEM UPGRADE	
8/21/2024	MRB GROUP	02-80-7654	Engineering Services		#62397 - PROJECT 0213.20000.000 GENERAL ENGINEERING SERVICES	\$2,519.84
8/21/2024	CENTEX SHIRT & EMBROIDERY	02-80-9301	Uniform Expense		#8555 Embroidery on Electric crew shirts - MC Ordered on 6.10.24	\$233.00
8/23/2024	Verizon Wireless	02-80-7451	Cellular Phones & Pagers		Verizon Wireless: August 2024 AUTO DRAFT	\$290.39
8/26/2024	Card Service Center	02-80-9102	Tools & Non-Capital Equipment		Autodraft: #1071 Shane Hunn card- JG is using	\$1,907.55
8/26/2024	Card Service Center	02-80-9301	Uniform Expense		Autodraft: #1071 Shane Hunn card- JG is using	\$1,390.37
8/26/2024	Card Service Center	02-80-9101	Operating Supplies - Not Office		Autodraft: Card #0339 Jacob or Shane uses this card	\$378.23
8/27/2024	Wex Bank-Exxon	02-80-8101	Fuel and Oil		369-662-110-5 Fuel Charges - July 2024	\$606.94
8/27/2024	DSHS Central Lab Mc2004	02-80-9451	Sample Analysis		#2460006 Testing	\$105.00
8/27/2024	Act Pipe & Supply, Inc	02-80-9101	Operating Supplies - Not Office		1722 - S101108869.001	\$194.07
8/27/2024	Knight Integration	02-80-9502	Wells, Lines, & Meters		#33 Remote service and mileage	\$1,207.05
8/27/2024	City Of Round Rock Environmental Services	02-80-9451	Sample Analysis		4-0724 BACTERIOLOGICAL TESTING	\$75.00
8/27/2024	Empire Seed Turf & Irrigation	02-80-9101	Operating Supplies - Not Office		#43343 - 162619	\$408.84
8/27/2024	Tim's Auto Repair	02-80-9401	Vehicle Maintenance		41436 2012 FORD F350	\$1,502.58
8/27/2024	Tim's Auto Repair	02-80-9401	Vehicle Maintenance		41401 WIPER BLADES ON PUBLIC WORKS TRUCK	\$140.00
8/27/2024	Tim's Auto Repair	02-80-9401	Vehicle Maintenance		40170 BUSH HOG REPAIRS	\$299.00
8/27/2024	Tim's Auto Repair	02-80-9401	Vehicle Maintenance		41480 TRAILER AND VEHICLE REPAIRS	\$809.95
8/27/2024	Tim's Auto Repair	02-80-9401	Vehicle Maintenance		41378 NEW HOLLAND TT50A REPAIRS	\$451.75

Total

\$22,611.44

Electric

8/1/2024	Techline, Inc	02-70-9101	Operating Supplies - Not Office	9414 - Public Works - Electric Dept Supplies	\$330.00
8/1/2024	Techline, Inc	02-70-9101	Operating Supplies - Not Office	9414 - Public Works - Electric Dept Supplies	\$68.00
8/1/2024	Brazos Electric Cooperative	02-70-9322	TCOS	#51515 RI 001 TCOS June 2024	\$1,550.44
8/1/2024	GEUS	02-70-9322	TCOS	TCOS MAY 2024	\$16.43
8/1/2024	Sharyland Utilities, Lp	02-70-9322	TCOS	July 2024 TCOS	\$147.06
8/1/2024	Floresville Electric Light & Power System	02-70-9322	TCOS	3990148 TCOS 7/26/24	\$1.68
8/1/2024	CPS Energy	02-70-9322	TCOS	7000248212 / 301003184892 TCOS June 2024	\$828.88
8/1/2024	City Of Denton	02-70-9322	TCOS	9100039-00 4/8/24 to 7/16/24 TCOS	\$287.78
8/9/2024	Lcra-(Lower Colorado River Authority)	02-70-9322	TCOS	TCOS JULY 2024	\$2,260.64
8/14/2024	WILCO FLEET SERVICES	02-70-9401	Vehicle Maintenance	#1714 Bucket repair	\$203.00
8/14/2024	Techline Construction, Llc	02-70-7652	Contract Services-Emergency	12005182-00 Pole Change Outs 6/6/24-6/11/24	\$25,488.10
8/14/2024	Techline Construction, Llc	02-70-7652	Contract Services-Emergency	#12005181-00 Distribution Electric Construction 521207 1 line	\$5,745.58
8/14/2024	WETT - Wind Energy Transmission Of Texas, Llc	02-70-9322	TCOS	10049005 JULY 2024 TCOS	\$367.38
8/14/2024	Lone Star Transmission, Llc	02-70-9322	TCOS	786 TCOS JULY 2024	\$354.63
8/14/2024	Bryan Texas Utilities	02-70-9322	TCOS	022140 TCOS JULY 2024	\$139.30
8/14/2024	Techline, Inc	02-70-9101	Operating Supplies - Not Office	3133453-00	\$130.00
8/14/2024	AEP-AMERICAN ELECTRIC POWER	02-70-9322	TCOS	16921510568 TCOS JULY 2024	\$2,311.75
8/14/2024	ETT - Electric Transmission Texas, Llc	02-70-9322	TCOS	374-21510407 TCOS JULY 2024	\$1,161.70
8/14/2024	VISION METERING, LLC	02-70-9501	Electric Meters	227583 JULY TO SEPT 2024 CLOUD SOFTWARE	\$1,500.00

8/21/2024	WSC Energy	02-70-8751	Purchased Power	#003720 / EW730718341345 PURCHASED POWER	\$50,804.96
8/21/2024	TNMP	02-70-9322	TCOS	#71178 TCOS JULY 2024	\$498.01
8/21/2024	GEUS	02-70-9322	TCOS	TCOS JULY 2024	\$13.17
8/21/2024	LUBBOCK POWER & LIGHT	02-70-9322	TCOS	TCOS JULY 2024	\$82.91
8/21/2024	Cross Texas Transmission, LLC	02-70-9322	TCOS	TCOS JULY 2024	\$257.33
8/21/2024	Rayburn Electric Coop	02-70-9322	TCOS	#2024-5478 TCOS JULY 2024	\$206.87
8/21/2024	TMPA - Texas Municipal Power Agency	02-70-9322	TCOS	#024982 TCOS July 2024	\$113.66
8/21/2024	South Texas Electric Cooperative, Inc	02-70-9322	TCOS	006309 TCOS July 2024	\$352.00
8/21/2024	Oncor Electric Delivery	02-70-9322	TCOS	TRN0036381 TCOS JULY 2024	\$5,063.91
8/21/2024	Lone Star Transmission, LLC	02-70-9322	TCOS	#442 - Previous Check lost: Reissued	\$319.82
8/21/2024	Schneider Engineering, Ltd.	02-70-9322	TCOS	#24BART20/24BART50 SUPPORT AND PLANNING	\$4,121.25
8/21/2024	San Miguel Electric Cooperative, Inc	02-70-9322	TCOS	#T091-2407 TCOS JULY 2024	\$5.35
8/21/2024	GV ELECTRICAL SERVICES LLC	02-70-7652	Contract Services-Emergency	Service Repair after hours Front Street	\$1,597.39
8/26/2024	Card Service Center	02-70-7951	Dues and Membership Fees	Autodraft: #1071 Shane Humm card- JG is using	\$95.12
8/27/2024	Wex Bank-Exxon	02-70-8101	Fuel and Oil	369-662-110-5 Fuel Charges - July 2024	\$820.85
8/27/2024	Techline, Inc	02-70-9101	Operating Supplies - Not Office	#1358177-01 / 9414 LENS REFRACTOR	\$168.00
8/27/2024	Techline, Inc	02-70-9101	Operating Supplies - Not Office	1358177-00 / 9414 VARIOUS	\$1,378.16
8/27/2024	Techline, Inc	02-70-9101	Operating Supplies - Not Office	#1358157-00 / 9414 VARIOUS	\$460.25
8/27/2024	Brownsville Public Utilities Board	02-70-9322	TCOS	#24-1686 TCOS JULY 2024	\$36.25
8/27/2024	BEC-Bartlett Electric Cooperative	02-70-9322	TCOS	12059001 YARDLIGHT POLE 112295	\$15.45
8/27/2024	BEC-Bartlett Electric Cooperative	02-70-9322	TCOS	12059002 SEWER PLANT 3 PHASE	\$814.35
8/27/2024	BEC-Bartlett Electric Cooperative	02-70-9322	TCOS	12059003 SEWER PLANT EMERGENCY 3 PHASE	\$75.78

8/27/2024	BEC-Bartlett Electric Cooperative	02-70-9322	TCOS	12059005 BARTLETT BALLFIELD AND YARDLIGHT 3 PHASE	\$287.98
8/27/2024	Brazos Electric Cooperative	02-70-9322	TCOS	RI 51556 001 JULY 2024 TCOS	\$493.29
8/27/2024	Tim's Auto Repair	02-70-9401	Vehicle Maintenance	41485 BUCKET TRUCK REPAIRS	\$336.00
8/27/2024	Techline, Inc	02-70-9101	Operating Supplies - Not Office	3133558-00 PRUNING SAWS	\$96.00

Total

\$111,406.46

**NON-
Departmental**

8/1/2024	Ben Jennings	02-2005	Utility Customer Deposits	Reimburse: Paid for Tenant Mathew Hamline Deposit Refund	\$200.00
8/14/2024	Texas Child Support SDU	02-2125	Child Support Payable	Child Support-TX 8/13/2024	\$230.77
8/14/2024	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	02-2125	Child Support Payable	Child Support - OK 8/13/2024	\$253.08
8/14/2024	TX Health Benefits Pool	02-2140	Health Insurance Payable	Health-Employer 8/13/2024	\$1,257.72
8/14/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employer 8/13/2024	\$924.70
8/14/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employer 8/13/2024	\$465.73
8/14/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employer 8/13/2024	\$108.92
8/14/2024	Texas Workforce Commission	02-2110	State Unemployment Taxes Payable	TWC 8/13/2024	\$2.73
8/14/2024	Unemployment Tax	02-2100	Federal Taxes Payable	Federal Tax 8/13/2024	\$672.55
8/14/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employee 8/13/2024	\$465.73
8/14/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employee 8/13/2024	\$108.92
8/14/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employee 8/13/2024	\$525.82
8/27/2024	OKLAHOMA CENTRALIZED SUPPORT REGISTRY	02-2125	Child Support Payable	Child Support - OK 8/27/2024	\$253.08

8/27/2024	TX Health Benefits Pool	02-2140	Health Insurance Payable	Health-Employer 8/27/2024	\$1,257.72
8/27/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employer 8/27/2024	\$976.60
8/27/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employer 8/27/2024	\$491.87
8/27/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employer 8/27/2024	\$115.04
8/27/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Federal Tax 8/27/2024	\$719.61
8/27/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Social Security-Employee 8/27/2024	\$491.87
8/27/2024	Internal Revenue Service	02-2100	Federal Taxes Payable	Medicare-Employee 8/27/2024	\$115.04
8/27/2024	TMRS- Texas Municipal Retirement System	02-2120	Retirement Plan Payable	TMRS-Employee 8/27/2024	\$555.33

Total

\$10,192.83

Garbage

8/9/2024	Al Clawson Disposal, Inc	02-84-7652	Contract Services-Solid Waste Collection	#691674 DAILY RENTAL: 500 ARNOLD DRIVE	\$93.00
8/9/2024	Al Clawson Disposal, Inc	02-84-7652	Contract Services-Solid Waste Collection	691575 AUGUST 2024 DISPOSAL SERVICE	\$12,485.32

Total

\$12,578.32

01 - General Fund

Fire

8/1/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	#97311576 Fire Dept Medical Supplies	\$121.24
8/1/2024	Bug Master	01-14-8851	Facility Maintenance	150874 Pest Control July 2024	\$19.83
8/1/2024	AT&T	01-14-9151	Telephone & Internet Services	512A4470458840 July 2024 -	\$136.45
8/9/2024	KNOX COMPANY	01-14-8051	Equipment Maintenance	FIRE DEPT. INV-KA-285120	\$1,898.00
8/21/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	99141542 /99611832 /99384663	\$131.80
8/21/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	99141542 /99611832 /99384663	\$33.18
8/21/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	99141542 /99611832 /99384663	\$178.71
8/21/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	99141541 FIRE DEPT MEDICAL SUPPLIES	\$33.26
8/23/2024	Verizon Wireless	01-14-7451	Cellular Phones & Pagers	Verizon Wireless: August 2024	\$39.18
8/27/2024	Wex Bank-Exxon	01-14-8101	Fuel & Oil	AUTO DRAFT	
8/27/2024	Active911, Inc.	01-14-7951	Dues and Membership Fees	369-662-110-5 Fuel Charges - July 2024	\$579.05
8/27/2024	Henry Schein, Inc	01-14-8451	Medical Supplies	578144 Activecomms subscription & Radio Bridge subscription	\$462.62

#99723859 FIRE DEPT - MEDICAL SUPPLIES \$92.04

Total \$3,725.36

Administration

8/1/2024	Jackie Ivicic	01-11-7012	Council Stipends	August 2024 Stipend	\$10.00
8/1/2024	Shelton Gilmore	01-11-7012	Council Stipends	August 2024 Stipend	\$10.00
8/1/2024	GAYLE JONES	01-11-7012	Council Stipends	August 2024 Stipend	\$10.00
8/1/2024	Jesse Luna	01-11-7012	Council Stipends	August 2024 Stipend	\$10.00
8/1/2024	Vickie Cooper	01-11-7012	Council Stipends	August 2024 Stipend	\$10.00
8/1/2024	Bug Master	01-11-8851	Facility Maintenance	150874 Pest Control July 2024	\$19.83
8/1/2024	AT&T	01-11-9151	Telephone & Internet	512A4470458840 July 2024 -	\$1,067.18

8/1/2024	Texas Municipal Clerks Association	01-11-7951	Services Dues and Membership Fees	#11423 Election Training - Brenda	\$135.00
8/1/2024	FAST, Inc	01-11-9201	Training and Education	24-1416 Training - Permit Portal	\$500.00
8/1/2024	Chad Mees	01-11-7012	Council Stipends	August 2024 Stipend	\$225.00
8/9/2024	Patricia Erlinger Carls	01-11-8401	Legal Expenses	JULY 2024 - LEGAL EXPENSES	\$11,852.50
8/9/2024	TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL Eccles & McIntosh, PC	01-11-8203	Liability Insurance - Errors and Omissions	AUGUST 2024 - INSURANCE	\$6,018.89
8/9/2024	Dream Designs Computer Services	01-11-8401	Legal Expenses	August 2024 Retainer	\$3,000.00
8/9/2024		01-11-8954	Computer Hardware & Repairs	2024218 ANSWER NEW CITY ADMINISTRATORS QUESTIONS	\$80.00
8/14/2024	Texas Municipal Clerks Association	01-11-9201	Training and Education	#11501 Election Law Manual	\$139.00
8/14/2024	Quill LLC	01-11-8551	Office Supplies	#8793857 / 39687846 / 178793280 OFFICE SUPPLIES	\$797.00
8/14/2024	Messer, Fort, McDonald	01-11-8401	Legal Expenses	#23542 Municipal Court Professional Services	\$557.08
8/14/2024	Messer, Fort, McDonald	01-11-8401	Legal Expenses	#23541 Professional Services	\$940.00
8/14/2024	USIO OUTPUT SOLUTIONS	01-11-8701	Postage Fees & Subscriptions	#0017201 Bills Job 300885 \ Late Notices Job # 299555 Postage	\$548.58
8/14/2024	USIO OUTPUT SOLUTIONS, INC	01-11-8701	Postage Fees & Subscriptions	#320347 Bills Job # 300885 Service Invoice	\$483.68
8/21/2024	TIB Municipal Holdings LLC	01-11-7020	I&S Debt	INTEREST DUE: ACCOUNT#91307	\$5,874.63
8/21/2024	Xerox Corporation	01-11-8953	Copier Service	021823932 / 705067072 COLOR COPIER FOR JULY 2024	\$346.99
8/23/2024	Verizon Wireless	01-11-7451	Cellular Phones and Pagers	Verizon Wireless: August 2024 AUTO DRAFT	\$63.08
8/26/2024	Card Service Center	01-11-8951	Software Maintenance Agreements	Autodraft: Card #0339 Jacob or Shane uses this card	\$453.31
8/27/2024	Thomson Reuters-West	01-11-8701	Postage Fees & Subscriptions	#850539161 / 1000520025 SUBSCRIPTION	\$20.34
8/27/2024	Onsolve, LLC	01-11-8951	Software Maintenance Agreements	#15315994 ONSOLVE SOFTWARE	\$3,544.54
8/27/2024	Ready Refresh	01-11-8501	Miscellaneous Expense	0125962886-CITY HALL DRINKING WATER	\$61.95

Parks and Recreation

8/1/2024	Chad Mees	01-15-9101	Operating Supplies - Not Office	REIMBURSE FOR POOL CONCESSIONS	\$82.28
8/1/2024	L&O SERVICES	01-15-7501	Chemicals	#03470 - Pool Supplies	\$331.96
8/1/2024	Bug Master	01-15-8851	Facility Maintenance	150874 Pest Control July 2024	\$19.83
8/1/2024	AT&T	01-15-9151	Telephone & Internet Services	512a4470458840 jULY 2024 -	\$60.41
8/14/2024	L&O SERVICES	01-15-7501	Chemicals	#03797 Pool Shock	\$331.96

Total

\$826.44

Police

8/1/2024	Bug Master	01-13-8851	Facility Maintenance	150874 Pest Control July 2024	\$19.83
8/1/2024	AT&T	01-13-9151	Telephone & Internet Services	512A4470458840 July 2024 -	\$312.20
8/1/2024	Tim's Auto Repair	01-13-9401	Vehicle Maintenance	#41553 Police Dept 2015 Ford Repairs	\$103.00
8/1/2024	CADENCE EQUIPMENT FINANCE	01-13-7401	Capital Expenditures	#765036 Police Dept Loan # 0070952-003	\$1,213.44
8/9/2024	Dream Designs Computer Services	01-13-8951	Software Maintenance Agreements	#2024224 Police Dept- Check out computers and network	\$45.00
8/9/2024	CADENCE BANK	01-13-7401	Capital Expenditures	00944000985459 July 2024 Police Dept Building	\$633.27
8/21/2024	Atmos Energy	01-13-9352	Purchased Gas Power	7/3/24 to 8/2/24 Service: Police Dept	\$82.33
8/23/2024	Verizon Wireless	01-13-7451	Cellular Phones and Pagers	Verizon Wireless: August 2024 AUTO DRAFT	\$236.04
8/26/2024	Card Service Center	01-13-8951	Software Maintenance Agreements	Autodraft: Credit Card Charges: Markus Holt	\$640.35
8/27/2024	Tim's Auto Repair	01-13-9401	Vehicle Maintenance	41500 2011 FORD CROWN VICTORIA REPAIRS	\$317.31

Total

\$3,602.77

Library

8/1/2024	Bug Master	01-18-8851	Facility Maintenance	150874 Pest Control July 2024	\$19.83
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8/1/2024	Taylor Daily Press	01-18-8701	Postage Fees & Subscriptions	#12904 Subscription for Teinert Memorial Library	\$55.00
8/1/2024	AT&T	01-18-9151	Telephone & Internet Services	512A4470458840 July 2024 -	\$488.38
8/14/2024	DOCUMENT SOLUTIONS	01-18-8953	Copier Service	36964847 Library Copier	\$132.14
8/27/2024	Williamson County Sun	01-18-7701	Books, Movies, Subscriptions	#5559 TEINERT MEMORIAL LIBRARY SUBSCRIPTION 2024-2025	\$52.50

Total **\$747.85**

NON-Departmental

8/1/2024	TX Health Benefits Pool	01-2140	Health Insurance Payable	PBARTLE12408/PBARTLE1 AUGUST 2024	\$12,733.30
8/9/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employer 7/30/2024	\$15.50
8/9/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employer 7/30/2024	\$3.63
8/9/2024	Texas Workforce Commission	01-2110	State Unemployment Taxes Payable	TWC 7/30/2024	\$0.63
8/9/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employee 7/30/2024	\$15.50
8/9/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employee 7/30/2024	\$3.63
8/14/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX2, Child Support-TX 8/13/2024	\$327.23
8/14/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 8/13/2024	\$207.69
8/14/2024	TX Health Benefits Pool	01-2140	Health Insurance Payable	Health-Employer 8/13/2024	\$3,773.16
8/14/2024	TX Health Benefits Pool	01-2140	Health Insurance Payable	Health-Employee 8/13/2024	\$786.53
8/14/2024	TMRS- Texas Municipal Retirement System	01-2120	Retirement Plan Payable	TMRS-Employer 8/13/2024	\$2,798.99
8/14/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employer 8/13/2024	\$1,617.67
8/14/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employer 8/13/2024	\$378.33
8/14/2024	Texas Workforce Commission	01-2110	State Unemployment Taxes Payable	TWC 8/13/2024	\$19.04

8/14/2024	Unemployment Tax	01-2100	Federal Taxes Payable	Federal Tax 8/13/2024	\$2,229.41
8/14/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Social Security-Employee 8/13/2024	\$1,617.67
8/14/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employee 8/13/2024	\$378.33
8/14/2024	Internal Revenue Service	01-2100	Retirement Plan Payable	TMRS-Employee 8/13/2024	\$1,591.62
8/27/2024	TMRS- Texas Municipal Retirement System	01-2120	Child Support Payable	Child Support-TX2, Child Support-TX 8/27/2024	\$327.23
8/27/2024	Texas Child Support SDU	01-2125	Child Support Payable	Child Support-TX 8/27/2024	\$207.69
8/27/2024	Texas Child Support SDU	01-2125	Health Insurance Payable	Health-Employer 8/27/2024	\$3,773.16
8/27/2024	TX Health Benefits Pool	01-2140	Health Insurance Payable	Health-Employee 8/27/2024	\$786.53
8/27/2024	TX Health Benefits Pool	01-2140	Retirement Plan Payable	TMRS-Employer 8/27/2024	\$2,979.82
8/27/2024	TMRS- Texas Municipal Retirement System	01-2120	Federal Taxes Payable	Social Security-Employer 8/27/2024	\$1,515.10
8/27/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employer 8/27/2024	\$354.34
8/27/2024	Internal Revenue Service	01-2100	State Unemployment Taxes Payable	TWC 8/27/2024	\$9.77
8/27/2024	Texas Workforce Commission	01-2110	Federal Taxes Payable	Federal Tax 8/27/2024	\$2,163.66
8/27/2024	Unemployment Tax	01-2100	Federal Taxes Payable	Social Security-Employee 8/27/2024	\$1,515.10
8/27/2024	Internal Revenue Service	01-2100	Federal Taxes Payable	Medicare-Employee 8/27/2024	\$354.34
8/27/2024	Internal Revenue Service	01-2100	Retirement Plan Payable	TMRS-Employee 8/27/2024	\$1,694.44
8/27/2024	TMRS- Texas Municipal Retirement System	01-2120	Health Insurance Payable	#PBARTLE1 SEPTEMBER 2024	\$14,594.15
8/27/2024	TX Health Benefits Pool	01-2140			

Total

\$58,773.19

**Based on
Commlaw**

8/9/2024	Bobby Lee Bartlett	01-20-7651	Contract Services	AUGUST 2024 CEMETARY LAWN CARE	\$1,300.00
8/14/2024	ROCKING R WELDING	01-20-7651	Contract Services	FINAL: CEMETARY FRAME	\$2,125.00

8/21/2024	Jarrell-Schwertner Water Supply, Corp	01-20-9351	Purchased Water	(GATE) #610 July 2024 Cemetary Water	\$82.77
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Total					\$3,507.77
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03 - Debt Service Fund

8/27/2024	PNC BANK, N.A.	03-00-8251	Interest Expense	36551096 / 610294264 / 010 INTEREST	\$2,659.54
Total					<u>\$2,659.54</u>



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

Date 9/6/2024

Monthly Report: Development Services Department

Dates 8/1/2024 to 8/31/2024

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

Total Fees collected/pending	\$4,349
Commercial	\$ 3544
Refundable (demolition security deposit)	\$ 0.00
Residential	\$ 805
Review Fees	\$ 1000
Administrative Fees	\$ 280
Inspection Fees	\$ 600
Development Fees	\$ 0.00
Tech Fees	\$ 0.00
Service Availability Fees	\$ 0.00
W/WW Taps Fees	\$ 0.00
Electrical Extension/Pole	\$ 0.00
Total Permits Applied	4
Commercial	1
Residential	3
Building Permits	12
Approved	10
Denied	0
Pending Review	2
In Review	0
MH/Move-In Permits	0
Approved	0
Denied	0
In Review	0
Pending Review	0
Development Applications	0

<i>Demo</i>	
<i>Events</i>	1
<i>Permit Renewal</i>	1
<i>ATS Inspections completed</i>	12



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

Date: September 3, 2024

Report: Monthly Utilities Report

Report Dates: August 1, 2024 through August 31, 2024

Credit Card	\$54,247.61
Checks	\$126,145.20
Cash	\$46,605.35
Deposit Revenue	\$1,250.00
<u>Total</u>	<u>\$227,041.48</u>

Paper Bills	767
Number of Active Accounts	616
New Residents	6
Payment Plan Households	16

9/3/2024 9:52:01 AM

	Billing Period	Council Report 8/1/2024 -	
Utility Bills Disbursed	Count	Amount	
Active	616	\$218,877.90	
Pending Disconnect	2	\$116.51	
Pending Connect	2	\$128.06	
First Bill	7	\$1,100.14	
Final Bill	3	\$81.30	
Pending Connect, First and Final Bill	0	\$0.00	
Backdated Move In Date	16	\$5,294.85	
Final Bill, Backdated Move In Date	2	\$36.92	
Exclude From Bill Print	3	\$148.10	
Pending Connect, First and Final Bill, Exclude From Bill Print	0	\$0.00	
Pending Cutoff Nonpayment	100	\$35,841.20	
Pending Connect, Pending Cutoff Nonpayment	2	\$265.43	
Backdated Move In Date, Pending Cutoff Nonpayment	3	\$1,366.42	
Landlord	3	\$610.95	
Pending Cutoff Nonpayment, Landlord	1	\$68.06	
Bill To Service Address	2	\$687.19	
Pending Disconnect, Bill To Service Address	1	\$0.00	
Pending Cutoff Nonpayment, Bill To Service Address	2	\$0.00	
Pending Connect, First Bill, Final, Exclude From Bill Print	1	\$0.00	
Pending Connect, First Bill, Final	1	\$0.00	
Total	767	\$264,623.03	

Payments Received	Count	Amount	
CreditCard	209	\$54,247.61	
Check	375	\$126,145.20	
Cash	168	\$46,605.35	
Change	122	(\$1,206.68)	
Total	874	\$225,791.48	

Service Orders Completed	Count
General	124
Meter Exchange	11
Reread	7
Disconnect - Move Out	7
Connect	11
Meter Pull	8
Total	168

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	\$20,523.09
ELECTRIC VAPOR LIGHT	29	\$186.00
ELECTRIC RESIDENTIAL	621	\$143,533.19
GARBAGE RESIDENTIAL	608	\$16,579.83
SEWER RESIDENTIAL	567	\$18,368.78
TIME WARRANT REPAY	1	\$0.00
SEWER COMMERCIAL	53	\$3,837.50
Water/WWTP Improvement Loan Repay	658	\$5,577.65
WATER RESIDENTIAL	589	\$40,556.62
WATER COMMERCIAL	67	\$8,244.51
SEWER COMMERCIAL PRISON	1	\$1,501.95
DUMPSTER 2 YARDS	2	\$130.00
Total	0	\$262,982.87

Past Due Summary**Accounts to Penalize****Excluded Accounts****Deposit Report Summary****Deposit Amount****Paid Amount**

\$1,200.00

\$1,250.00



**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	19
3	27
4	14

Total Dispatched Calls of Service (Bell County): 63 Calls of Service

Total Non-Dispatched Calls of Service: 71 Calls of Service (No Event Priority Level)

Total Active Investigations: 10 Investigations Active

Total Closed Investigations: 2 Investigations

Pending Investigations Sent to District/County Attorney: 4 Investigations

Total Dispatched Calls of Service Including Active Investigations, Non-Dispatched Calls of Service: **144 Calls of Service**

New Officer currently in training: Officer Shane Keisling



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

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

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

Special Called Meeting

6:00 PM

Monday August 5th, 2024

Bartlett City Hall

140 W Clark Street, Bartlett, TX 76511

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

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

Call to Order at 6:01 PM

CM Luna was absent.

Quorum declared.

EXECUTIVE SESSION:

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

Entered Executive Session at 6:02 PM

1. §551.071 – Consultation with City Attorney.

- a. To discuss the past due liability for the (IRS) Internal Revenue Service and to direct Joanne McIntosh to endure an installment agreement, Offer-In-Compromise or consider alternative options.

Reconvened in to Open Session at 6:51 PM

Reconvene into Open Session:

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

CM Ivicic made the motion to direct Attorney Joanne McIntosh to endure an installment agreement, offer in compromise to the Internal Revenue Service.

CM Gilmore seconded the motion.

Motion passed 4-0

ADJOURN

CM Cooper made the motion to adjourn the meeting.

CM Ivicic seconded the motion.

Motion passed 4-0

Meeting adjourned at 6:52 PM



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

MINUTES APPROVED:

X

Chad Mees
Mayor

Date

ATTESTED:

X

Brenda Kelley
City Clerk

Date



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

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

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

Regular Called Meeting

6:00 PM
Monday, August 12th, 2024
Bartlett City Hall
140 W Clark Street, Bartlett, TX 76511

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

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

Call to Order at 6:01 PM
CM Ivicic was 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.)

No one signed up to speak.

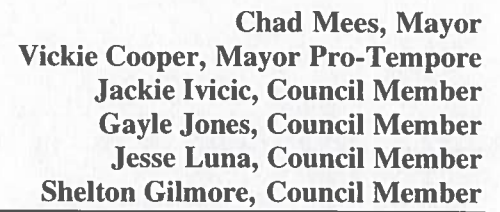
BOARDS, COMISSIONS, & COMMITTEES PRESENTATIONS, PROCLAMATIONS

- | | |
|--|--|
| 1. Cemetery Committee Monthly Update | Proceeding to update files. Cemetery repairs continue. |
| 2. Teinert Memorial Library Board Monthly Update | Meeting will be held on 08/15/24 at 6:00 PM |
| 3. Municipal Development District (MDD) Monthly Update | MDD proceeding to get grants for businesses in City. |
| 4. Parks & Facilities Committee Monthly Update | Pool is now closed for the season. |

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.)

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



- MPT Cooper made the motion to approve consent agenda as presented.
CM Jones seconded the motion.
Motion passes 4-0**

Page 2 of 3



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

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

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

Regular Called Meeting

6:00 PM

Monday, August 26th, 2024

Bartlett City Hall

140 W Clark Street, Bartlett, TX 76511

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

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

Call to Order at 6:00 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.)

No one signed up to speak

PUBLIC HEARINGS / ORDINANCES

REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

1. Discuss, review, and take any necessary action regarding the permitting process and changes. **No action taken.**
2. Discuss, review, the Final Draft for Fiscal Year (FY) Budget 2024-2025. **No action taken, will have workshop in near future.**
3. Discuss, review the Proposed Tax Rate Fiscal Year 2025 **No action taken.**

FUTURE AGENDA ITEMS

Workshop for FY Budget 2024-2025

ADJOURN

MPT Cooper made the motion to adjourn the meeting.

CM Ivicic seconded the motion.

Motion passed 5-0

Meeting adjourned at 8:08 PM.

APPROVED MINUTES:

X

Chad Mees
Mayor

Date



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

ATTEST:

X

Brenda Kelley
City Clerk

Date

Balance Status	# of Accounts	Current Balance	Past Due Balance	Total Balance	clea
Past Due 120+	17	5451.38	31962.26	37413.64	
Past Due 90+	9	2929.5	5292.16	8221.66	
Past Due 30+	47	16800.74	5878.49	22679.23	
Past Due 60+	15	6046.63	7474.65	13521.28	
Total	88	\$31,228.25	\$50,607.56	\$81,835.81	

STATE OF TEXAS

CITY OF BARTLETT

§
§
§
§
§

REIMBURSEMENT AGREEMENT
FOR PROFESSIONAL SERVICES

Insert Name of Developer
Insert Name of Project

This Reimbursement Agreement for Professional Services ("**Agreement**") is made and entered into by and between the City of Bartlett, Texas, a general law municipality incorporated under the laws of the State of Texas ("**City**"), and *[insert Developer entity name]* , a *[insert State of Developer company formation such as Texas, Arizona, Delaware]* *[insert Developer entity type such as Co., Inc., LLC, LLP]* ("**Developer**"). The City and the Developer are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

ARTICLE 1. RECITALS

1.01 **WHEREAS**, Developer *[owns OR intends to purchase]* and develop approximately *[insert # of acres]* acres of land currently located in the extraterritorial jurisdiction of the City, in *[Williamson County OR Bell County OR Williamson and Bell Counties]*, Texas, which tract of land is described and shown by diagram on the attached **Exhibit A**, and further described by metes and bounds in that certain *[insert description of deed reflecting Property ownership, such as "General Warranty Deed dated December 29, 2022 from Joe Smith to Alice Jones recorded as Instrument No. 12345678 in the Official Public Records of Williamson/Bell County, Texas]* ("**Property**"); and

1.02 **WHEREAS**, Developer desires to develop the Property with approximately *[insert project description, such as "600 single-family residential units"]*, and receive *[describe City utility services to be provided, e.g., "retail water and wastewater service" OR "retail wastewater service" OR "retail water service" OR "retail water service and wholesale wastewater service" OR "wholesale water service and retail wastewater service"]* from the City (the "**Project**"); and

1.03 **WHEREAS**, Developer acknowledges and agrees that the orderly development of the Project on the Property will require the City to retain consultants to

provide a variety of professional services including, but not limited to, planning services, engineering services, financial services, legal services, and such other professional services as may be determined by the City Administrator in the City Administrator's sole, but reasonable, judgment, which will be needed to (i) annex the Property into the corporate limits of the City if requested; (ii) zone the Property in accordance with the City's Future Land Use Plan if annexed; (iii) evaluate and identify roadway, traffic control, electric, water, wastewater, drainage, stormwater management, and other public infrastructure improvements needed to develop the Project on the Property and prepare and/or review reports, studies, utility evaluations, traffic impact analyses, concept plans, annexation service plans, subdivision applications, zoning applications, design and construction plans, permit applications, applications to create special districts to assist developer financing, and other similar documents related to the Project; (iv) draft and/or review multiple technical and legal instruments including but not limited to subdivision and zoning applications, permit applications, notices, ordinances, easements, utility service evaluations, utility service agreements, financing agreements, documents relating to formation of special districts for financing purposes, bond issuances, and similar documents; and (v) all other professional services related to the development of the Project on the Property (collectively, the "**Professional Services**"); and

1.04 **WHEREAS**, the City has retained or will retain consultants to provide the above-described Professional Services (collectively, the "**Consultants**"), and Developer agrees to reimburse the City for the fees and expenses charged by the Consultants; the initial list of the Consultants retained by the City as of the Effective Date are listed on the attached **Exhibit B**.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 2. AGREEMENT

2.01 **Recitals**. The foregoing Recitals are true and correct and are incorporated into and made a part of this Agreement by this reference.

2.02 **Definitions, Sections, Exhibits**. Capitalized terms contained in the Recitals or elsewhere in the Agreement shall have the meanings given, unless the context

clearly indicates otherwise. All references to "Section" or "Sections" shall mean and refer to the sections of this Agreement. The following Exhibits are incorporated into and made a part of this Agreement by this reference:

Exhibit A – Property Location Map

Exhibit B – Initial Consultant List

2.03 Consultant Retention and Initial Payment. As of the Effective Date, the City has retained the Consultants named on **Exhibit B** to provide Professional Services. **Exhibit B** may be revised from time to time as provided in this Section. The City Administrator shall have the authority to retain different or additional Consultants in the City Administrator's sole, but reasonable, judgement, subject to City Council prior approval if needed and in accordance with City ordinances, policies, and practices. If the City Administrator deems it necessary and reasonable to retain additional or different Consultants to perform Professional Services under this Agreement, the City Administrator shall provide written notice to Developer, together with a revised **Exhibit B** indicating the change or addition. The City shall be responsible for initial payment to the Consultants under the terms and conditions of the City's agreements with the Consultants, subject to the duty of the Developer to reimburse the City for those payments, as described in Section 2.04.

2.04 Reimbursement by Developer. Developer understands and agrees that, due to the complexity and scope of its proposed Project, the City must retain Consultants to perform the Professional Services, and further understands and acknowledges that the City is relying on reimbursement from the Developer to pay the Consultants for their Professional Services related to development of the Project on the Property. Therefore, in addition to paying the City's regular application, permitting, review, administrative, filing fees and other fees when and in the amounts due, the Developer agrees that it will reimburse the City for the fees, costs and expenses charged by the Consultants for providing the Professional Services, as set forth in more detail below.

- a) Initial Developer Payment and Project Fund. The City hereby acknowledges receipt from the Developer of funds in the amount of \$10,000 ("**Initial Developer Payment**"), which the City has placed in a separate fund to be used solely for reimbursing the City for payments made by the City to the Consultants for providing Professional Services related to the Project (the "**Project Fund**").

- b) Initial Amount Due. Developer acknowledges that, as of the Effective Date, the City has paid the Consultants the amount of \$ _____ for Professional Services performed by the Consultants and invoiced prior to the Effective Date ("**Initial Amount Due**"). The Parties agree that the City may use the Initial Developer Payment to reimburse itself for its payment of the Initial Amount Due, leaving a Project Fund balance after payment of the Initial Amount Due of \$ _____.
- c) Statements No more frequently than monthly, the City will submit a written statement to the Developer summarizing the Consultants' fees and charges for providing Professional Services paid or due to be paid out of the Project Fund as of the date of the statement, and the balance in the Project Fund after such payments were or will be made (each a "**Statement**"). On the Developer's request, the City will provide the documentation received from the Consultants supporting the Statement, which Developer agrees may first be redacted to remove confidential information.
- d) Additional Developer Payments. Within five (5) business days after receiving written notice from the City that the balance in the Project Fund is \$5,000 or less, Developer shall replenish the Project Fund by wiring a deposit to the City in the greater of the following two amounts: (i) \$10,000.00, or (ii) the amount of the pending Statement plus \$10,000 ("**Additional Developer Payment**"). The Initial Developer Payment together with the Additional Developer Payment(s) are collectively referred to herein as the "**Developer Payments.**" The City Administrator will provide bank wiring instructions to be used by Developer to make the Developer Payments.

2.05 Failure to Pay Developer Payment. If the Developer fails to pay and/or make the Developer Payments in accordance with the requirements of this Agreement, the City shall have the right to cease processing the Developer's applications or requests related to the Project, and to direct work by the Consultants to cease until such time as Developer pays an Additional Developer Payment sufficient to comply with its obligations under this Agreement.

2.06 Effect of Agreement. This Agreement shall not: (a) confer upon the Developer any vested rights or development rights with respect to the Property; (b) bind

or obligate the City to approve any zoning ordinances, applications, or agreements related to the development of the Project on the Property; or (c) be considered an impact fee.

2.07 RELEASES AND INDEMNIFICATION.

- a) THE DEVELOPER, AND ITS PAST, PRESENT, AND FUTURE MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND RELATED OR AFFILIATED ENTITIES (COLLECTIVELY, THE "DEVELOPER PARTIES") HEREBY FULLY AND FOREVER RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS PAST, PRESENT, AND FUTURE EMPLOYEES, OFFICERS, COUNCIL MEMBERS, APPOINTED OFFICIALS, ATTORNEYS, AND OTHER CITY AGENTS AND REPRESENTATIVES, INCLUDING THE CONSULTANTS (COLLECTIVELY, THE "CITY PARTIES"), FROM ANY AND ALL CLAIMS, DEMANDS, CONTROVERSIES, AND CAUSES OF ACTION OF EVERY CONCEIVABLE CHARACTER, PAST, CURRENT, AND FUTURE, WITHOUT LIMITATION, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT INCLUDING ARISING FROM OR IN CONNECTION WITH THE ACTIONS OR INACTIONS OF THE CONSULTANTS, THE PROFESSIONAL SERVICES, AND THE DEVELOPMENT OF THE PROJECT ON THE PROPERTY, (COLLECTIVELY "CLAIMS"), EXCLUDING ONLY CLAIMS FOR, OR IN CONNECTION WITH, A DEFAULT BY THE CITY OR THE CITY PARTIES UNDER THIS AGREEMENT (THE "EXCLUDED CLAIMS").
- b) THIS INDEMNITY WITH RESPECT TO "CLAIMS" IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS, CAUSES OF ACTION, OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/ OR INCURRED AND/ OR PAYABLE BY CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/ OR INSURERS OR RISK POOLS, BUT SHALL NOT APPLY TO OR INCLUDE ANY EXCLUDED CLAIMS.
- c) THIS SECTION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER PARTIES. THE DEVELOPER HAS CAREFULLY READ,

FULLY UNDERSTANDS, AND AGREES THAT IT AND THE DEVELOPER PARTIES ARE BOUND BY THE TERMS AND CONDITIONS OF THIS SECTION.

2.08 Termination. Either Party may terminate this Agreement by providing at least five (5) days prior written notice to the other Party of the intent to terminate. The termination will be effective at 5:00 PM on the day that is five (5) days after receipt of by the non-terminating party of the terminating party's notice of intent to terminate, unless the notice provides a later termination date. Termination of this Agreement shall be the sole and exclusive remedy of the City or the Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. Following termination, the City shall retain the right to use the Developer Payments to reimburse itself for payments due to the Consultants for all Professional Services performed through the date of termination. Any excess funds remaining after such payments have been made to the Consultants shall be promptly refunded to the Developer. If, however, there are payments due to the Consultants for work performed through the termination date but for which there are insufficient Developer Payments in the Project Fund to cover the cost of the Professional Services, Developer must remit the amount of the shortfall to the City within three (3) business days after receipt of a Statement from the City describing the shortfall. Notwithstanding any other provisions of this Agreement, this Section shall survive any termination of this Agreement, and the Developer does not release or discharge its right to any excess funds, nor does the City release or discharge its right to be paid for any shortfall.

2.09 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the obligation of the Developer to reimburse the City for payments made by the City to the Consultants for Professional Services related to the development of the Project on the Property.

2.10 Amendment. This Agreement may only be amended by written instrument signed by the Developer and the City; provided, however, that **EXHIBIT B** may be amended from time to time by the City Administrator as described in Section 2.03.

2.11 Successors and Assigns. Neither the City nor the Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed.

2.12 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective when received. For purposes of notice, the addresses of the parties, until changed as provided below, will be as follows:

DEVELOPER:

With a required copy to:

CITY:

City of Bartlett, Texas
Attn: City Administrator
Bartlett City Hall
140 W. Clark Street
Bartlett, Texas 76511

With required copy to:
Messser Fort
Attn: Art Rodriguez
4201 W. Parmer Lane, Suite C 150
Austin, TX 78727

2.13 No Rule of Construction. The Parties acknowledge that this Agreement was prepared by the City solely as a convenience and that all Parties hereto, and their counsel,

have read and fully negotiated all the language used in this Agreement. The Parties acknowledge that no rule of construction shall apply to this Agreement which constructs ambiguous or unclear language in favor or against any Party because such Party drafted this Agreement.

2.14 Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in **Williamson** County, Texas.

2.15 Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

2.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

2.17 Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized, and the City Administrator has full authority to execute this Agreement and bind the City to the same. The Developer hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of the Developer is duly authorized and has full authority to execute this Agreement and bind the Developer to the same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES AND ACKNOWLEDGEMENTS FOLLOW ON SEPARATE PAGES.]

IN WITNESS WHEREOF, this Agreement has is made to be effective on the latest date accompanying the signature lines of the duly authorized representatives of the Parties appearing below (the “Effective Date”).

CITY:
CITY OF BARTLETT, TEXAS

By: _____

Printed Name: _____

Title: City Administrator

STATE OF TEXAS §
 §
COUNTY OF _____ §

This AGREEMENT was acknowledged before me on the _____ day of _____ 20____, by _____, City Administrator of the City of Bartlett, on behalf of the CITY.

(seal)

Notary Public, State of Texas

DEVELOPER:

_____ a _____

BY: _____

Its _____

BY: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This AGREEMENT was acknowledged before me on the _____ day of _____
20__ by _____ of _____ on behalf of the
DEVELOPER.

(seal)

Notary Public, State of Texas

EXHIBIT A
PROPERTY DESCRIPTION AND LOCATION MAP

EXHIBIT B
APPROVED CONSULTANTS
(PROFESSIONAL SERVICE PROVIDERS)

As of the Effective Date.

Legal Services:

- Messer Fort, City Attorneys
- Law Offices of Patricia Erlinger Carls, Special Counsel

Engineering Services:

- MRB Group, City Engineers

Financial Services:

- Bond Counsel
- Financial Advisor

RESOLUTION NO. _____

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS, ADOPTING A POLICY REQUIRING DEVELOPERS TO REIMBURSE THE CITY FOR PROFESSIONAL SERVICES COSTS AND EXPENSES INCURRED BY THE CITY RELATED TO THE DEVELOPER'S PROJECT; APPROVING A FORM OF "REIMBURSEMENT AGREEMENT FOR PROFESSIONAL SERVICES" TO BE USED TO IMPLEMENT THE POLICY; DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR TO SIGN AND IMPLEMENT SUCH AGREEMENTS ON BEHALF OF THE CITY; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is experiencing strong interest from developers in developing land in the City's jurisdiction (including land in the City limits, the City's extraterritorial jurisdiction, and other land receiving any City utility service), which the City Council welcomes and desires to encourage; and

WHEREAS, the City Council has also determined, however, that the strong interest from developers is requiring the City to retain the services of outside engineers, lawyers, financial advisors, planners, and other consultants and professionals to review, analyze, negotiate, and draft the documents needed to support the new development projects; and

WHEREAS, the City Council has determined that it does not have the financial resources to pay for the professional services required to support land development in the City's jurisdiction due to, for example, the state of the City's water and wastewater systems, developer desire to use special districts to finance their projects (e.g., to create municipal utility districts (MUDS) and public improvement districts (PIDS)), requests for site-specific planned development zoning, and other factors requiring multiple specialized professional skills; and

WHEREAS, the City Council finds that it is appropriate to require developers to reimburse the City for the costs and expenses the City incurs in using professional services to help process requests for new development projects, and that adopting and implementing a policy that requires developers to reimburse the City for those costs and expenses will enable the City to respond to the surge in land development projects in a manner mutually beneficial to the developers, the public, and the City.

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

Section 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. The City Council hereby resolves that it is the policy of the City to require developers to reimburse the City for the costs and expenses incurred by the City for retaining professional service providers who provide professional services to the City related to development of land in the City's jurisdiction (including in the City limits, the City's extraterritorial jurisdiction, and in the City's utility services areas).

Section 4. The City Council hereby approves and adopts the form of "Reimbursement Agreement for Professional Services" attached to this Resolution as **ATTACHMENT A**.

Section 5. The City Council hereby directs the City Administrator to implement the policy set forth in Section 3 utilizing the "Reimbursement Agreement for Professional Services" attached to this Resolution as **ATTACHMENT A**; authorizes the City Administrator to sign said agreements on behalf of the City; and directs the City Administrator to track and use the funds received from developers consistently with the agreement.

Section 6. For development projects pending as of the effective date of this Resolution, the City Administrator is directed to work with the Mayor, the City's legal counsel, and the Developer representatives to reach an agreement on Developer reimbursements of past Consultant payments made by the City for work on such Developer's project, and to bring agreements relating to pending projects back to the City Council for consideration and possible approval.

Section 7. All resolutions that conflict with the provisions of this resolution are hereby repealed, and all other resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

Section 8. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 9. The Mayor is hereby authorized to sign this resolution and the City Clerk to attest. This resolution shall become effective and be in full force and effect immediately upon its adoption.

PASSED AND APPROVED on the _____ of _____, 2024.

ATTEST:

THE CITY OF BARTLETT:

Brenda Kelley, City Clerk

Chad Mees, Mayor

APPROVED AS TO FORM:

Art Rodriguez, City Attorney