



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, November 25<sup>th</sup>, 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](mailto: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.)*

### REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

1. Discuss, review, and take any necessary action to appoint Dwayne Anderson as the Municipal Treasurer.
2. Discuss, review, and take any necessary action to approve Bartlett 2024-2025 American Rescue Plan Act (ARPA) Spend Plan to improve city-wide water and wastewater infrastructure improvements and metering operations.
3. Discuss, review, and take any necessary action to approve Ordinance 2024-11-25-01 Amendment to Bartlett Utility Billing Schedule.
4. Discuss, review, and take any necessary action to amend the Employee Handbook (Personnel Manual): LONGEVITY PAY.
5. Discuss, review, and take any necessary action to approve the Interlocal Agreement with Bartlett Independent School District Public Improvement Reimbursements
6. Enter executive in accordance with Texas Government Code, Section 551.071 & 551.086, et seq., the City Council will recess into Executive Session (Closed Meeting) to discuss the following:
  - a. Interlocal Agreement Transmission Operator
7. Discuss, review, and take any necessary action to approve Interlocal Agreement Transmission Operator
8. Discuss, review, and take any necessary action to approve Market Participant Agency Agreement Granbury Transmission Operator
9. Discuss, review, and take any necessary action to approve Transmission Operator Agent Agreement

### FUTURE AGENDA ITEMS



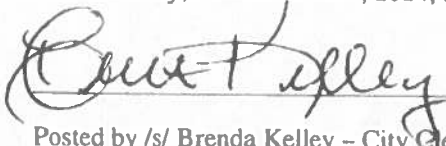
Chad Mees, Mayor  
Vickie Cooper, Mayor Pro-Tempore  
Gayle Jones, Council Member  
Jackie Ivicic, Council Member  
Jesse Luna, Council Member  
Shelton Gilmore, Council Member

## 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, November 22<sup>nd</sup>, 2024, at or before 6:00 P.M.

 11-22-24

Posted by /s/ Brenda Kelley – City Clerk

**MUNICIPAL OFFICER AGREEMENT  
CITY OF BARTLETT, TEXAS**

<b>STATE OF TEXAS</b>	<b>§</b>	
	<b>§</b>	<b>KNOW ALL MEN BY THESE PRESENT:</b>
<b>COUNTY(S) OF WILLAMSON</b>	<b>§</b>	

This MUNICIPAL OFFICER AGREEMENT ("Agreement") is made and entered into effective the 25<sup>th</sup> day of November 2024 by and between the City of Bartlett, Texas, a Texas municipal corporation (the "City"), and Dwayne Anderson (the "Municipal Treasurer").

**WITNESSETH:**

**WHEREAS**, the City Council of the City (the "Council") and the Municipal Treasurer believe that an employment agreement negotiated between the Council, on behalf of the City, and the Municipal Treasurer can be mutually beneficial to the City, the Municipal Treasurer, and the community they serve; and

**WHEREAS**, when appropriately structured, the Council and the Municipal Treasurer believe an employment agreement can strengthen the Council-Municipal Treasurer relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens; and

**WHEREAS**, the Council, on behalf of the City, desires to employ the services of the Municipal Treasurer, as the Municipal Treasurer of the City, pursuant to the terms, conditions, and provisions of this Agreement; and

**WHEREAS**, the Municipal Treasurer has agreed to accept employment as the City Municipal Treasurer subject to the terms, conditions, and provisions of this Agreement.

**NOW, THEREFORE**, the City and the Municipal Treasurer, for and in consideration of the terms, conditions, and provisions hereinafter established, have agreed, and do hereby agree as follows:

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## **1. Term**

- 1.1 **TERM.** The term of this Agreement shall be for a term of three (3) years beginning on the Commencement Date and ending three (3) years from the Commencement date unless sooner terminated as herein set forth. The Municipal Treasurer shall serve at the pleasure of the City Council, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council, to terminate the employment of the Municipal Treasurer at any time, subject only to provision of the Texas Constitution and laws passed by the legislature affecting General law Cities
- 1.2 **EXTENSION.** The City may, by action of the Council, and with the consent and approval of the Municipal Treasurer, extend the term of this Agreement. The Council may decide to not extend this Agreement for an additional year as set forth in this Paragraph for any reason, with or without cause.

## **2. Employment**

- 2.1 **DUTIES AND AUTHORITY.** The Municipal Treasurer shall faithfully perform the duties of the City Municipal Treasurer as prescribed in the job description, seen in Attachment A, and as set forth in City Code of Ordinances, and as may be lawfully assigned other responsibilities or tasks by the City Council, as body, Mayor, and City Administrator being (collectively the "Municipal Treasurer's Duties"). Further, the Municipal Treasurer shall comply with any and all state and federal laws; all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives (collectively "Applicable Laws and Authorities"). All duties assigned to the Municipal Treasurer by the Council, Mayor, or City Administrator shall be appropriate to and consistent with the professional role and responsibility of the City Municipal Treasurer position.
- 2.2 **REASSIGNMENT.** The Municipal Treasurer cannot be reassigned from the position of City Municipal Treasurer to another position without the Municipal Treasurer's prior express written consent, which shall serve as an agreed mutual termination of this Agreement.
- 2.3 **AT-WILL EMPLOYMENT.**
- (a) Municipal Treasurer is an at-will employee of the City. Municipal Treasurer's employment may be terminated by him or by the City at any time with or without notice and with or without cause. Municipal Treasurer is subject to all terms and conditions of employment as set out in the Personnel Manual of the City of Bartlett, Texas unless this Agreement provides otherwise. I.e. any probationary period of employment (except benefits) shall not apply to Municipal Treasurer. The terms of this Agreement shall prevail in the event of a conflict.
  - (b) Subject to Paragraph 2.10 herein, Municipal Treasurer agrees to devote his time, attention, and skill exclusively to the performance of his duties under this Agreement and agrees that, while he is employed by City, he will not engage in any other employment of any kind, with the exception of the previously agreed to services to be provided to the City of Bartlett, Texas so long as such services do not conflict with the interests of the City of Bartlett, Texas.

- 2.4 **CRITICISMS, COMPLAINTS, AND SUGGESTIONS.** The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to the Municipal Treasurer for study and/or appropriate action, and the Municipal Treasurer shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Council of the results of such efforts.
- 2.5 **INDEMNIFICATION.** To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Municipal Treasurer from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Municipal Treasurer in the Municipal Treasurer's individual or official capacity as an employee and as City Municipal Treasurer, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Municipal Treasurer, as an employee of the City, acting within the course and scope of the Municipal Treasurer's employment with the City; excluding,
- (a) However, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Municipal Treasurer committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the Municipal Treasurer.
- 2.6 **LEGAL COUNSEL.** The selection of the Municipal Treasurer's legal counsel shall be with the mutual agreement of the Municipal Treasurer and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Municipal Treasurer's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Paragraph 2.7 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. Municipal Treasurer recognizes that City shall have the right to compromise and unless the Municipal Treasurer is a party to the suit which Municipal Treasurer shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Municipal Treasurer. Further, City agrees to pay all reasonable litigation expenses of Municipal Treasurer throughout the pendency of any litigation to which the Municipal Treasurer is a party, witness or advisor to the City. Such expense payments shall continue beyond Municipal Treasurer service to the City as long as litigation is pending. Further, City agrees to pay Municipal Treasurer reasonable consulting fees and travel expenses when Municipal Treasurer serves as a witness, advisor or consultant to City regarding pending litigation. The provisions of this Paragraph 2.7 shall survive the termination, expiration or other end of this Agreement and/or the Municipal Treasurer's employment with the City.
- 2.7 **APPROPRIATION.** The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

- 2.8 **HOURS OF WORK.** The Municipal Treasurer acknowledges the proper performance of the duties of the Municipal Treasurer of the City will require the Municipal Treasurer to devote the necessary time for the full and proper performance of the Municipal Treasurer's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Municipal Treasurer, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Municipal Treasurer. The Municipal Treasurer will devote full time and effort to the performance of the City Administrator's Duties, and shall remain in the exclusive employ of the City during the term of this Agreement, provided that, with the prior consent of the Council, the Municipal Treasurer may accept temporary, outside professional employment which will not in any way interfere with the performance of, or the Municipal Treasurer's availability for the performance of, the Municipal Treasurer's duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Municipal Treasurer is compensated and which are performed on the Municipal Treasurer's time off. The Council encourages the Municipal Treasurer to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, to make use of and share data and information with relevant persons and groups, and shall encourage the participation of the Municipal Treasurer in pertinent seminars, groups, associations and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Municipal Treasurer to perform the City Municipal Treasurer's Duties.
- 2.9 **CONFLICT OF INTEREST PROHIBITION.** The Municipal Treasurer shall not, during the term of this agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the City. For and during the term of the Agreement, the Municipal Treasurer shall, except for a personal residence or a residential property acquired or held for future use as the Municipal Treasurer's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the City.

### **3. Compensation**

- 3.1 **BASE SALARY.** The Municipal Treasurer shall be subject to the same pay policies established by the City for other governmental employees. The City shall provide the Municipal Treasurer with an annual base salary in the sum of Fifty Thousand Dollars and No Cents (\$50,000.00). This annual salary rate shall be paid to the Municipal Treasurer in equal installments on the schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

- 3.2 **SALARY ADJUSTMENTS.** At any time during the term of this Agreement, the Council may, in its discretion, review and adjust the salary of the Municipal Treasurer, but in no event shall the Municipal Treasurer be paid less than the salary set forth in Paragraph 3.1 of this Agreement, except by mutual written agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions. In such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new agreement, or an amendment to this Agreement, incorporating the adjusted salary.
- 3.3 **PAID LEAVES - VACATION, SICK/PERSONAL AND HOLIDAY.** The Municipal Treasurer may take, at the Municipal Treasurer's choice, the same number of hours of vacation authorized for other administrative employees of the City, the leave to be in a single period or at different times. The vacation leave taken by the Municipal Treasurer will be taken at such time or times as will least interfere with the performance of the Municipal Treasurer Duties. The Municipal Treasurer is hereby granted the same sick/personal leave benefits as authorized by Council policies for administrative employees. The Municipal Treasurer shall observe the same legal holidays as provided by the City for its administrative employees.
- 3.4 **BENEFITS - GENERAL.** Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Municipal Treasurer will **NOT** be entitled to the same benefits that are enjoyed by any other administrative employees of the City pursuant to all Applicable Laws and Authorities.
- 3.5 **INSURANCE - HEALTH.** The City will **NOT** pay the premiums for health, hospitalization, vision, dental and comprehensive medical insurance for the Municipal Treasurer pursuant to the group health care plan provided by the City for its administrative employees.
- 3.6 **RETIREMENT BENEFIT.** The City will **NOT** enroll the Municipal Treasurer into the applicable state or local retirement system and to make at least the same level of contributions for the Municipal Treasurer or on the Municipal Treasurer's behalf as the City does for its other administrative employees consistent with all Applicable Laws and Authorities.
- 3.7 **EXPENSES.** The City shall pay or reimburse the Municipal Treasurer for reasonable expenses incurred by the Municipal Treasurer in the continuing performance of the Municipal Treasurer's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Municipal Treasurer for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. The Municipal Treasurer shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities. The City shall provide the Municipal Treasurer with a mobile telephone for both professional and personal use. Any identifiable charges, i.e., those outside of the calling plan, as reflected on the mobile telephone bill provided to the Municipal Treasurer each month, directly attributable to personal calls by the Municipal Treasurer shall be promptly reimbursed by the Municipal Treasurer.
- 3.8 **BONDS.** The City shall bear the full cost of any fidelity or other bonds required of the Municipal Treasurer under any law or ordinance. Further, the City shall also bear the cost of professional liability and errors and omissions insurance for the Municipal Treasurer in the conduct of his official duties of City Municipal Treasurer for the City.
- 3.9 **CIVIC ACTIVITIES.** The Municipal Treasurer is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City.

#### **4. PROFESSIONAL AND CIVIC DEVELOPMENT**

- 4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS.** The City agrees to budget for and to pay for professional dues and subscriptions of the Municipal Treasurer necessary for continuation and participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City. Developing and maintaining professional association contacts and standing provide the City access to valuable resources, and the reasonable participation and related travel by Municipal Treasurer as provided for in the annual budget will be a part of the Municipal Treasurer's duties.
- 4.2 PROFESSIONAL DEVELOPMENT TRAVEL.** The City agrees to budget for and to pay for travel and subsistence expenses of the Municipal Treasurer for professional and official travel and meetings to adequately continue the professional development of the Municipal Treasurer and to pursue necessary official functions for the City, including but not limited to the International City/County Management Association (ICMA) Annual Conference, the Texas Municipal League (TML), the Texas City Management Association (TCMA), and such other national, regional, state and local governmental groups and committees in which the Municipal Treasurer is a member.
- 4.3 PROFESSIONAL CONTINUING EDUCATION.** The City also agrees to budget for and to pay for the course fees, tuition, and material costs for continuing education, which shall include short courses, certifications, institutes, and seminars, as well as any related business travel and subsistence expenses of Municipal Treasurer, that are necessary and/or desirable for the good of the City through the Municipal Treasurer's professional development. This section shall also apply to certifications granted through the Certified Public Manager (CPM) program through Texas State University and Certified Public Finance Officer (CPFO) program through the Government Finance Officer Association (GFOA). The costs under this section 4.3 shall not exceed any budgeted amount in any given year. Notwithstanding the foregoing, in the event of financial exigency, the City Council may reduce or suspend any or all participation in civic organizations, professional development activities such as subsidizing any course fees, tuition, or material costs for continuing education, or business-related travel as described above as a cost saving measure.

#### **5. PERFORMANCE EVALUATION**

- 5.1 EVALUATION PROCESS.** City shall annually review the performance of the Municipal Treasurer subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the City and Municipal Treasurer. The process at a minimum shall include the opportunity for both parties to:
- (a) prepare a written evaluation that includes both a review of the previous twelve (12) months and establishes goals and objectives for the upcoming twelve (12) month period,
  - (b) meet and discuss the evaluation, and
  - (c) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Municipal Treasurer within thirty (30) days of the evaluation meeting.



- 5.2 **CONFIDENTIALITY.** Unless the Municipal Treasurer expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Municipal Treasurer shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the Municipal Treasurer from sharing the content of the Municipal Treasurer's evaluation with their respective legal counsel.
- 5.3 **MODIFICATION OF EVALUATION PROCESS.** In the event the Council determines that the evaluation instrument, format and/or procedure are to be modified by the Council, and such modifications would require new or different performance expectations, then the Municipal Treasurer shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

## **6. TERMINATION**

- 6.1 **TERMINATION EVENTS.** This Agreement shall terminate upon any of the following:
- (a) The majority of the City Council votes to terminate the Municipal Treasurer at a duly authorized public meeting; OR
  - (b) If the City, citizens, or legislature acts to amend any provisions of the ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Municipal Treasurer's position that substantially changes the form of government, the Municipal Treasurer shall have the right to declare that such amendments constitute termination; OR
  - (c) If the Municipal Treasurer resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council that the Municipal Treasurer resign, then the Municipal Treasurer may declare a termination as of the date of the suggestion; OR\
  - (d) If the City reduces the base salary, compensation, or any other financial benefit of the Municipal Treasurer in an amount or proportion greater than across the board reductions implemented for all other city employees, this action shall constitute a breach of this agreement and will be regarded as a termination; OR
  - (e) Breach of contract declared by either party with a thirty (30) day cure period for either Municipal Treasurer or City. If either party fails to cure the default, either party may declare a termination by written notice as of the first (1st) day after the thirty (30) day cure period expires; OR
  - (f) For "Cause" as outlined in Section 6.2 of this Agreement.

### **6.2 SEVERANCE.**

- (a) Severance shall be paid to the Municipal Treasurer when employment is terminated as defined in Section 6.1. If the Municipal Treasurer is terminated, the City shall provide, as of the date of termination, a severance of three (3) months' aggregate salary at the salary rate in existence on the date of termination and the value of any accrued but unused vacation. The total severance payment shall be payable in one payment and all normal withholdings required by law shall be deducted from such severance pay as is done with Municipal Treasurer's regular salary.

- (b) In addition, the Municipal Treasurer shall receive all benefits as are afforded all of the City's employees upon termination of employment pursuant to the Personnel Manual of the City of Bartlett, Texas. Municipal Treasurer will not accrue employee benefits after the date of termination except that the City shall pay the premiums for COBRA coverage for the Municipal Treasurer, but not for any of the Municipal Treasurer's dependents, for a three (3) month period after date of termination if Municipal Treasurer is entitled to COBRA and elects COBRA coverage.
- (c) In the event the Municipal Treasurer is terminated as defined in Section 6.1, and the Municipal Treasurer is beyond two (2) years of completing the CPM or CPFO program, then the Municipal Treasurer shall not be required to repay any portion of the CPM or CPFO program costs to the City. It being the intent of the City, and the agreement of the Municipal Treasurer, that costs borne by the City to pay for Municipal Treasurer's professional development in a CPM or CPFO program would induce the Municipal Treasurer to provide continuous service to the City through this Agreement for at least a two (2) year period. However, in the event that the Municipal Treasurer is terminated pursuant to Section 6.2(d), or resigns pursuant to Section 7.1 below, within two (2) years of completing the CPM or CPFO program, then the Municipal Treasurer agrees to repay fifty (50%) percent of the program costs to the City; within one (1) year of completing the CPM or CPFO program, then the Municipal Treasurer agrees to repay seventy-five (75%) percent of the program costs to the City; if the Municipal Treasurer is enrolled in the CPM and/or CPFO program and is terminated pursuant to 6.2(d) or resigns pursuant to Section 7.1 below, then the Municipal Treasurer agrees to repay back one hundred (100%) percent of the program costs paid to date. This section 6.2(c) shall not apply to that portion of the program costs of the CPM and/or CPFO program(s) that are covered by funding from a third party regardless of time elapsed since the completion of either or both programs or the current enrollment in either or both programs and regardless of any terms of termination or resignation. I.e. scholarship(s) or grant(s).
- (d) In the event the City terminates the Municipal Treasurer's employment for cause, no severance payment will be paid to the Municipal Treasurer. "Cause" means:
  - (1) Failure of Municipal Treasurer to comply with the terms of this Agreement after he has been given thirty (30) days' notice of such failure and still does not fully comply;
  - (2) Conviction of Municipal Treasurer of any felony or of a crime involving moral turpitude;
  - (3) The death or total disability of Municipal Treasurer. Total disability is any disability that prevents the Municipal Treasurer from performing the duties required by this Agreement for a period of ninety-one (91) consecutive days or one hundred twenty (120) non-consecutive days in any twelve-(12) month period;
  - (4) Violation of the City's Personnel Manual including, but not limited to, the Unlawful Discrimination or Harassment Policy or the Drug and Alcohol Policy; Falsification of documents, records, or reports; or
  - (5) Conduct which is injurious to the reputation or interests of the City.

- 6.3 Conditioned upon the City fulfilling its obligations to pay the Severance herein, the Municipal Treasurer waives and releases the Municipal Treasurer's rights to continued employment with the City and the parties waive and release the right to an arbitration hearing on the issue of good cause. The parties further agree not to make disparaging comments or statements about each other.

## **7. RESIGNATION**

- 7.1 **RESIGNATION PROCEDURE.** In the event that the Municipal Treasurer voluntarily resigns their position as City Municipal Treasurer, the Municipal Treasurer shall provide a minimum of thirty (30) days' written notice unless Municipal Treasurer and Council agree otherwise. If the Municipal Treasurer resigns, the City is not obliged to pay severance under Section 6.2. In the event of resignation, Municipal Treasurer shall be paid his salary through the date of termination as well as all benefits as are afforded all of the City's employees upon termination of employment pursuant to the Personnel Manual of the City of Bartlett, Texas.

## **8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- 8.1 The City, only upon agreement with Municipal Treasurer, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Municipal Treasurer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Bartlett Code of Ordinances, Chapters 21-22 of the Texas Local Government Code, or any other law that may now or hereafter exist and govern the City.
- 8.2 All provisions of the City of Bartlett Code of Ordinances and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Municipal Treasurer as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Municipal Treasurer provided herein.

## **9. GENERAL PROVISIONS**

- 9.1 **NOTICE.** Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: Mayor  
City of Bartlett  
Post Office Drawer H  
Bartlett, Texas 76511

Municipal Treasurer: Dwayne Anderson

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- 9.2 Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.
- 9.3 **COMPLETE AGREEMENT.** This Agreement sets forth and establishes the entire understanding between the City and the Municipal Treasurer relating to the employment of the Municipal Treasurer by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written signed agreement may amend any provision of this Agreement during the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.
- 9.4 **BINDING EFFECT.** This Agreement shall be binding on the City and the Municipal Treasurer as well as their heirs, assigns, executors, personal representatives and successors in interest.
- 9.5 **SAVINGS CLAUSE.** If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.
- 9.6 **CONFLICTS.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Applicable Laws and Authorities during the term of this Agreement.
- 9.7 **CONTROLLING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Williamson and Bell Counties, Texas, unless otherwise provided by law. Venue for civil disputes shall lie exclusively in Williamson County, Texas.

**IN WITNESS WHEREOF,** the City of the Municipal Treasurer have executed this Agreement effective as of the date, first written above.

AGREED and ACCEPTED, this 25<sup>th</sup> day of November, 2025.

CITY OF BARTLETT, TEXAS CITY

Municipal Treasurer

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Chad Mees, Mayor

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Dwayne Anderson, City Municipal Treasurer

[ATTACHMENT A]



## CITY OF BARTLETT

140 W. Clark Street, Bartlett, TX  
76511

**Job Description:** Municipal Treasurer

**Position:** Municipal Treasurer

**Department:** Finance

**Reports to:** City Administrator

**Full/Part Time:** Part-Time

**Job Class:** Municipal Officer

**FSLA Designation:** Non-Exempt

### **Description**

Under limited supervision, the **Municipal Treasurer**, performs complex accounting procedures to reconcile City accounts and financial records with outside state and federal agencies, banks and financial institutions, and regulatory agencies. Provides financial reports, audits, and financial assistance as requested to City departments and agencies.

**Posted pay range is the starting salary. Pay rate offered is based on experience.**

### **Examples of Duties**

- Manage and account for various cash and investments, utilizing cash flow projections and daily settlement of City's bank accounts.
- Prepare monthly, quarterly, and annual reports for management, council and other outside agencies.
- Maintains information by communicating and working with outside consultants to analyze current & future revenue and cash requirements for the

city; prepares and provides management information on financial trends. Reviews cash flow schedules for investment opportunities.

- Reconciles various general ledger accounts; prepares and enters various related journal entries; prepares year-end reports for audit.
- Assists with year-end audit; prepares year-end reports and schedules for Annual Comprehensive Financial Report (ACFR).
- Accounts for various debt service payments.
- Assists with or performs special projects as assigned.
- Ensuring compliance with applicable laws, regulations, and policies for cash and investments in the State of Texas.

### **Experience and Training**

- Bachelor's degree in Finance, Accounting, Business or related field.
- Minimum three years Finance or Accounting experience required
  - Any work-related experience or *Certificates & Licenses* resulting in acceptable proficiency levels in the above Minimum Qualifications may be an acceptable substitute for the experience requirements
- Knowledge of Generally Accepted Accounting Principles (GAAP), accounting practices and procedures.
- Knowledge of *Fundview* accounting software
- Knowledge of applicable local, state, and federal laws and regulations.

### **Certificates and Licenses Required**

- Certified Public Accountant (CPA) strongly preferred
- Certified Public Finance Officers (CPFO) strongly preferred
- Valid driver's license.

### **Job Hours**

- The work week is negotiable.

**Compensation**

- Fifty-thousand and zero cents (\$50,000.00) salary. To be reviewed during annual evaluations with appropriate salary increasesb if applicable.

**Probationary Period**

- This position requires a six-month probationary period to demonstrate the abilities and aptitudes to perform the duties of the job before permanent employment.



## Draft Longevity Pay Options

Years	Options 1 (\$2/month)	Options 2 (\$3/month)	Options 3 (\$4/month)	Options 4 (\$5/month)
1	\$ 24.00	\$ 36.00	\$ 48.00	\$ 60.00
2	\$ 48.00	\$ 72.00	\$ 96.00	\$ 120.00
3	\$ 72.00	\$ 108.00	\$ 144.00	\$ 180.00
4	\$ 96.00	\$ 144.00	\$ 192.00	\$ 240.00
5	\$ 120.00	\$ 180.00	\$ 240.00	\$ 300.00
6	\$ 144.00	\$ 216.00	\$ 288.00	\$ 360.00
7	\$ 168.00	\$ 252.00	\$ 336.00	\$ 420.00
8	\$ 192.00	\$ 288.00	\$ 384.00	\$ 480.00
9	\$ 216.00	\$ 324.00	\$ 432.00	\$ 540.00
10	\$ 240.00	\$ 360.00	\$ 480.00	\$ 600.00
11	\$ 264.00	\$ 396.00	\$ 528.00	\$ 660.00
12	\$ 288.00	\$ 432.00	\$ 576.00	\$ 720.00
13	\$ 312.00	\$ 468.00	\$ 624.00	\$ 780.00
14	\$ 336.00	\$ 504.00	\$ 672.00	\$ 840.00
15	\$ 360.00	\$ 540.00	\$ 720.00	\$ 900.00
16	\$ 384.00	\$ 576.00	\$ 768.00	\$ 960.00
17	\$ 408.00	\$ 612.00	\$ 816.00	\$ 1,020.00

## Actual Longevity Pay Changes Impact (Employees 1+ years)

Longevity (\$2)	Longevity (\$3)	Longevity (\$4)	Longevity Pay (\$)
124	186	248	310
398	597	796	995
208	312	416	520
286	429	572	715
306	459	612	765
404	606	808	1,010
114	171	228	285
96	144	192	240
104	156	208	260
2,040	3,060	4,080	5,100

**ORDINANCE 2024-11-25**

**AN ORDINANCE OF THE CITY OF BARTLETT AMENDING  
PROVISIONS RELATED TO UTILITY PAYMENT DEADLINES, LATE  
FEES, AND SERVICE DISCONNECTION PROCEDURES**

**WHEREAS**, the City recognizes the importance of ensuring fair, consistent, and legally compliant standards governing the provision and disconnection of municipal utility services;

**WHEREAS**, it is the City's intent to align its procedures with the regulations outlined in Title 16, Part 2, § 24.167 and § 25.19 of the Texas Administrative Code, ensuring adherence to statewide utility standards;

**WHEREAS**, the City seeks to establish clear and enforceable payment deadlines and penalty structures to promote timely payment of utility services while safeguarding the operations of critical community institutions such as schools, churches, and government agencies;

**WHEREAS**, the City desires to balance fiscal responsibility with compassion and transparency by providing adequate notice and grace periods before service disconnection for nonpayment;

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

§ 12.01.006. Payment of rates and charges; late payment penalty.

- (a) The rates and charges fixed and prescribed by the provisions of this article shall be due and payable at city hall on or before 5:00 p.m. on the fifteenth (15th) of the month or the following business day.
- (b) A ten percent (10%) penalty shall be applied on accounts that fail to deposit a complete payment by the aforementioned date. Late fees shall be applied the day after the due date established in section (a) of this subchapter.
- (c) If rates, charges, and penalties are not paid in full by the ten (10) days after a *Notice of Termination* on or before 5:00 P.M., service will be discontinued the following workday without further notice. Schools, churches, and government agencies are exempt from late payment penalties.

§ 12.02.003. Notice of Termination; disconnection.

Provisions pertaining to disconnection of service for nonpayment and service suspension fee shall be as provided in section 12.01.007 of this chapter and reflect the standards established by Texas Administrative Code Title 16, Part 2, §24.167 and §25.19.

**Effective Date**

This ordinance shall take effect immediately upon its passage, approval, and publication as required by law.

**Severability**

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance

that can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

**PASSED AND APPROVED THIS 25<sup>th</sup> DAY OF NOVEMBER, 2024.**

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**CHAD MEES, MAYOR  
BARTLETT, TEXAS**

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**ATTEST:  
BRENDA KELLEY, CITY SECRETARY**

**INTERLOCAL AGREEMENT  
REGARDING THE PARTICIPATION OF THE CITY OF BARTLETT, TEXAS, AND  
BARTLETT INDEPENDENT SCHOOL DISTRICT, TEXAS, IN THE MUNICIPAL  
UTILITY INFRASTRUCTURE IMPROVEMENTS**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE
PRESENTS:	§	
COUNTY OF WILLIAMSON	§	

**THIS INTERLOCAL AGREEMENT** (“**Agreement**”) is entered into between the City of Bartlett, Texas (“**City**”), a Texas general law Type-A municipality, and Bartlett Independent School District (“**BISD**”), a political subdivision of the State of Texas. In this Agreement, City and the BISD are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

**WHEREAS**, the Bartlett Independent School District is and has been in the process of designing and constructing improvements to the Bartlett water main and electrical system as part of a public works project owned by BISD (“**BISD Project**”);

**WHEREAS**, the City desires to cooperate with the BISD to facilitate the construction of the BISD Project; and

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the BISD and City agree as follows:

**PURPOSE**

**1.01 General.** The purpose of this Agreement is to provide for the City’s participation in the design, utility relocation if any, and construction as part of the BISD 2022 Bond Project Election.

**II.  
DESIGN AND CONSTRUCTION OF BISD PROJECT**

**2.01 Design of BISD Project.** The BISD shall be responsible for contracting with a firm (“**Design Firm**”) regarding the engineering and design for the BISD Project and shall ensure that the design includes the following:

**Reconstruction of the existing 6-inch water main to an 8-inch water line and all other necessary water and electrical improvements to service BISD 2022 Bond Project improvements.**

**2.02 Design and Construction Costs.** The BISD shall be responsible for all costs associated with the preliminary and final design, construction bidding, project management, and all other costs related to the BISD Project ("Project Cost"). Any costs incurred by the City shall be reimbursed by the BISD.

**2.03 Construction Plans.** The BISD Project plans and specifications, including any amendments, for the improvements shall be provided to the City for review and comment prior to construction.

**2.04 Inspection.** City may inspect all aspects of the BISD Project located within City limits during construction. The City shall be permitted to inspect the water main and associated portions of construction relevant to the operation of the water main before the BISD submits a certificate of completion and final acceptance of the work on the BISD Project. Upon receipt of notification from City that City's inspectors determine the construction by the BISD is not in accordance with the approved project plans, the BISD shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of City. Any inspection performed by the City as to the adequacy of the improvements to the water main shall not affect the liability of the contractor as defined in the contract documents for the BISD Project.

**2.05 Permits.** The BISD shall be responsible for obtaining permits, if any, required for the construction of the BISD Project.

**2.06 Insurance, Bonds and Warranties.** The BISD shall require the contractor for the BISD Project to name the City as an additional insured on any policies related to the BISD Project. The BISD shall require all performance and maintenance bonds in favor of the City in amounts satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the BISD Project.

### **III. CITY OBLIGATIONS**

**3.01 Permission to Construct.** City agrees to allow the BISD to construct the BISD Project on and within City property.

**3.02 Operation and Maintenance After Acceptance.** City agrees to be responsible for the operation and maintenance of the BISD Project improvements within the City's territorial limits after completion and acceptance by the City.

**3.03 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE BISD DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE BISD SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.**

#### **IV. DISPUTES**

##### **4.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**4.02 Equitable Relief.** In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of

the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**4.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

## **V. GENERAL PROVISIONS**

**5.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**5.02 Term.** This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the BISD Project and acceptance of the public improvements by the City.

**5.03 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**5.04 Payment from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**5.05 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**5.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the BISD Project shown in Exhibit A.

**5.07 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**5.08 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

**5.09 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**BARTLETT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BISD:**

P.O. 170  
BARTLETT Texas 76511  
Attn: Teddy Clevenger  
Telephone: 254-527-3351

**5.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**5.11 Authority.** Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

**5.12 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

**5.13 No Joint Venture.** The BISD Project is a sole project of the BISD and is not a joint venture or other partnership with the City.

**5.14 Attorneys' Fees.** Each Party is responsible for their own attorneys' fees in the execution of this agreement. In the event of a dispute between the Parties, the prevailing party shall be entitled to reasonable and just attorneys' fees incurred in litigation of any claim pursuant to this agreement.

*(SIGNATURES ON FOLLOWING PAGE)*



**THE CITY OF BARTLETT, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

THE STATE OF TEXAS

§

§

CITY OF BARTLETT

§

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of the City of Bartlett, Texas, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

**BARTLETT INDEPENDENT SCHOOL DISTRICT, TEXAS**

By: \_\_\_\_\_  
Teddy Clevenger, Superintendent

**ATTEST:**

By: \_\_\_\_\_

THE STATE OF TEXAS	§
	§
BARTLETT INDEPENDENT	§
SCHOOL SYSTEM	§

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_\_ by Teddy Clevenger, Superintendent of Bartlett Independent School, Texas, on behalf of said Bartlett Independent School.

\_\_\_\_\_  
Notary Public, State of Texas