



TOWN COUNCIL SPECIAL MEETING AGENDA

March 19, 2024 at 6:30 PM

Town Hall - 1941 E. Jeter Road, Bartonville, TX 76226

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE

C. PUBLIC PARTICIPATION

If you wish to address the Council, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

D. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Upper Trinity Regional Water District Report.
2. Denton County Emergency Services District #1.
3. Police Department – February 2024 Statistics/Activities.
4. Town Administrator – February 2024 Reports: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits, and Board Member Attendance.

E. CONSENT AGENDA

This agenda consists of non-controversial, or "housekeeping" items required by law. Items may be approved with a single motion. Items may be removed from the Consent Agenda by any Councilmember by making such request prior to a motion and vote on the Consent Agenda.

1. Consider approval of the February 13, 2024, Special Meeting Minutes.

F. PUBLIC HEARINGS AND REGULAR ITEMS

1. Conduct a Public Hearing, discuss, and make a recommendation of an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A", Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to establish a Conditional Use Permit for a 130-foot-tall monopole telecommunications tower and a Resolution approving an accompanying Site Plan situated in Lot 1, Block A, of DCFWSD #7 Retail Center Addition of the Town of Bartonville, Denton County, Texas. The subject property is located on the northeast corner of the intersection of McMakin Road and E Jeter Road in Bartonville, Texas. [Town File #CUP-2023-005 and SP-2023-002].

The applicant has requested this item be postponed to a date to be determined.

2. Discuss and consider a Final Plat for an 81.789-acre tract of land situated in the A.M. Feltus Survey, Abstract Number 1594, and the Daniel Cook Survey, Abstract No. 230, in the Town of Bartonville, Denton County, Texas. The tract of land is located on the north side of E Jeter Road, approximately 2,063 feet north of its intersection with Porter Road, in Bartonville, Texas. The applicant is Mycoskie Associates, Inc., on behalf of Rob Knight. [Town of Bartonville FP-2024-002.]. ***(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its March 6, 2024, meeting.)***
3. Discuss and consider approval of an Ordinance amending Attachment "A" of Section 10 entitled "Rate Adjustment of the Exclusive Franchise Agreement for Solid Waste Collection authorizing an 5.3% CPI increase for solid waste and a 1.81% increase on the disposal and recycling processing on residential, commercial, and roll off services and providing an effective date.
4. Discuss and consider approval of an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.02, "Traffic Control Devices" and providing an effective date.
5. Discuss and consider approval of an Ordinance amending the Crime Control and Prevention District Budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, and providing an effective date.
6. Discuss and consider approval of a Resolution cancelling the May 4, 2024 General Election and accepting the Certification of Unopposed Candidates.
7. Discuss and consider an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville for Shared Governance Communications & Dispatch Services System for Fiscal Year 2024-2025 in an amount not to exceed \$8,038.00; and authorize the Town Administrator and Chief of Police to execute same on behalf of the Town.
8. Discuss and consider approval of an Interlocal Cooperation Agreement with the Texas Department of Public Safety to participate in the state's "Failure to Appear Program" and authorize the Town Administrator to execute same on behalf of the Town.

G. CLOSED SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council will meet in a Closed Executive Session in accordance with the Texas Government Code.

1. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney concerning pending or contemplated litigation regarding the sanitary sewer nuisance at 1287 Gibbons Road, Town of Bartonville, Texas v. Paula Harvey, Cause No. 23-11429-467 pending in the 467th District Court of Denton County, Texas.
2. Section 551.074 Personnel Matters. To deliberate and consider the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: a member of board of the Crime Control and Prevention District.

H. RECONVENE OPEN MEETING

The Town Council to reconvene into an open meeting and consider action, if any, on items discussed in closed session.

I. FUTURE ITEMS

J. ADJOURNMENT

The Town Council reserves the right to adjourn into a closed meeting or executive session as authorized by Texas Government Code, Sections 551.001, et seq. (the Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.088 of the Texas Open Meetings Act. Any final action, decision, or vote on a matter deliberated in a closed meeting will only be taken in an open meeting that is held in compliance with Texas Government Code, Chapter 551.

CERTIFICATION

I hereby certify that this Notice of Meeting was posted on the Town Website, and on the bulletin board, at Town Hall of the Town of Bartonville, Texas, a place convenient and readily accessible to the public at all times. Said Notice was posted on the following date and time; and remained posted continuously prior to the scheduled time of said meeting and shall remain posted until meeting is adjourned.

/s/ Shannon Montgomery, Town Secretary

Posted: Friday, March 15, 2024, prior to 5:00 pm.

Agenda Removed from Town of Bartonville Bulletin Board on: _____

By: _____, *Title:* _____



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Ricky Vaughan, Fire Chief, Denton County ESD No. 1

AGENDA ITEM: Denton County Emergency Services District #1 Monthly Report

SUMMARY:

Department Statistics/Activities

ATTACHMENTS:

- Monthly Report

Denton County

ESD No. 1

Monthly Report



Monthly Activity Report

FEBRUARY 2024



Denton County ESD No. 1

FEBRUARY 2024

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DCESD 1 Personnel	3
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Response Times – 90 th Percentile and Average Response Times	7
Community Outreach Events & Fire Inspection Reports & Training Division	8



Denton County ESD No. 1

FEBRUARY 2024

DCESD1 Personnel

Operations

Captains	9
Apparatus Operators (Engineers)	9
Full-Time Firefighters (active)	29
Part-Time Employees (active)	9
Injuries/light duty/inactive	1
Total	57

Fire Administration

Fire Chief	1
Assistant Chief	1
Division Chief	1
Administrative Assistant	1
Director of Communications & Public Outreach	1
Total	5

Department Paid Total 62

Sworn Staff	60
Civilians	2
Operational Volunteers	4
Department Total	66

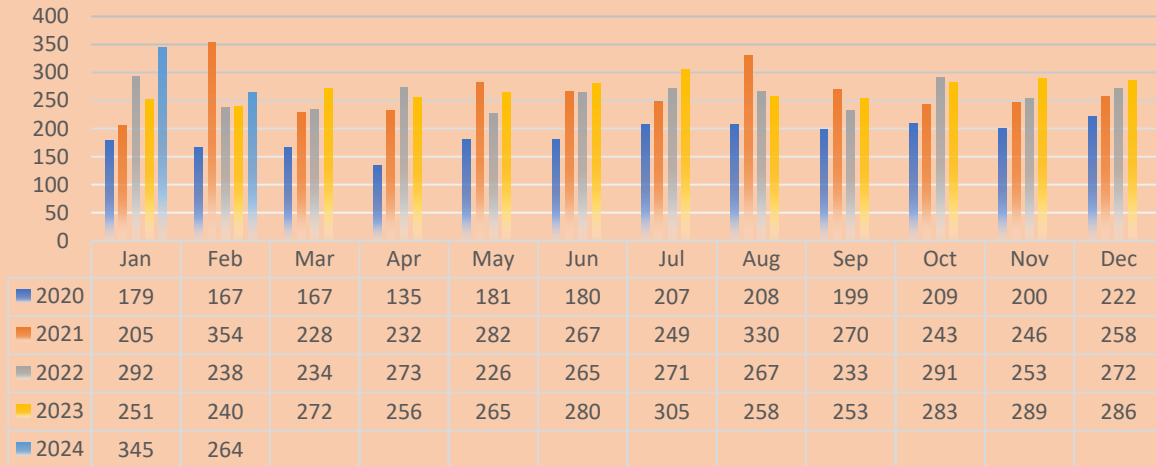


Denton County ESD No. 1

FEBRUARY 2024

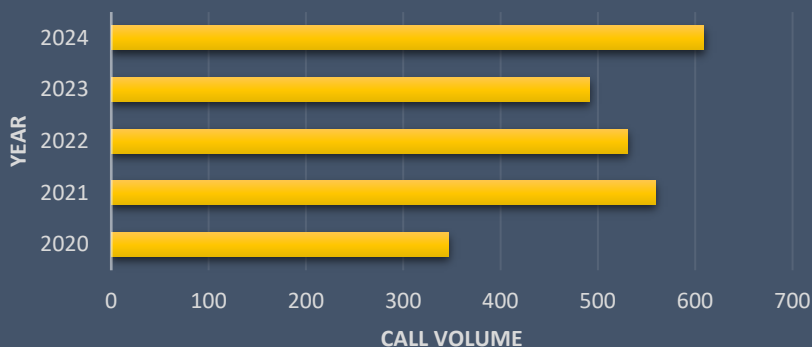
DCESD Total Incident Count

COMPARISON OF INCIDENTS OVER THE PAST 5 YEARS MONTH-BY-MONTH



Year-to-Date Totals

Year-To-Date Comparison of Incidents over 5 Years

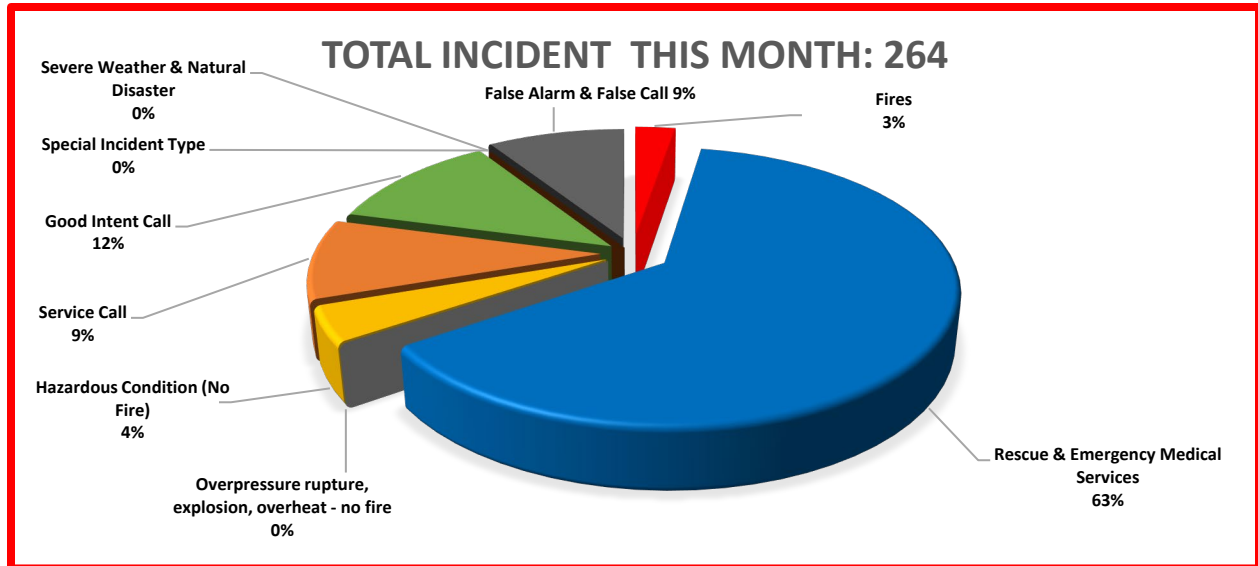


DCESD	YTD
2020	346
2021	559
2022	530
2023	491
2024	609

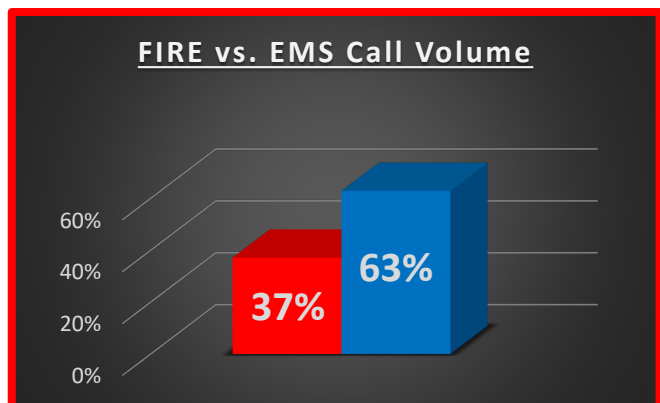


Denton County ESD No. 1

FEBRUARY 2024



Major Incident Types	
Fires	7
Rescue & Emergency Medical Services	166
Overpressure rupture, explosion – no fire	0
Hazardous Condition (No Fire)	11
Service Call	25
Good Intent Call	31
False Alarm & False Call	24
Severe Weather & Natural Disaster	0
Special Incident	0

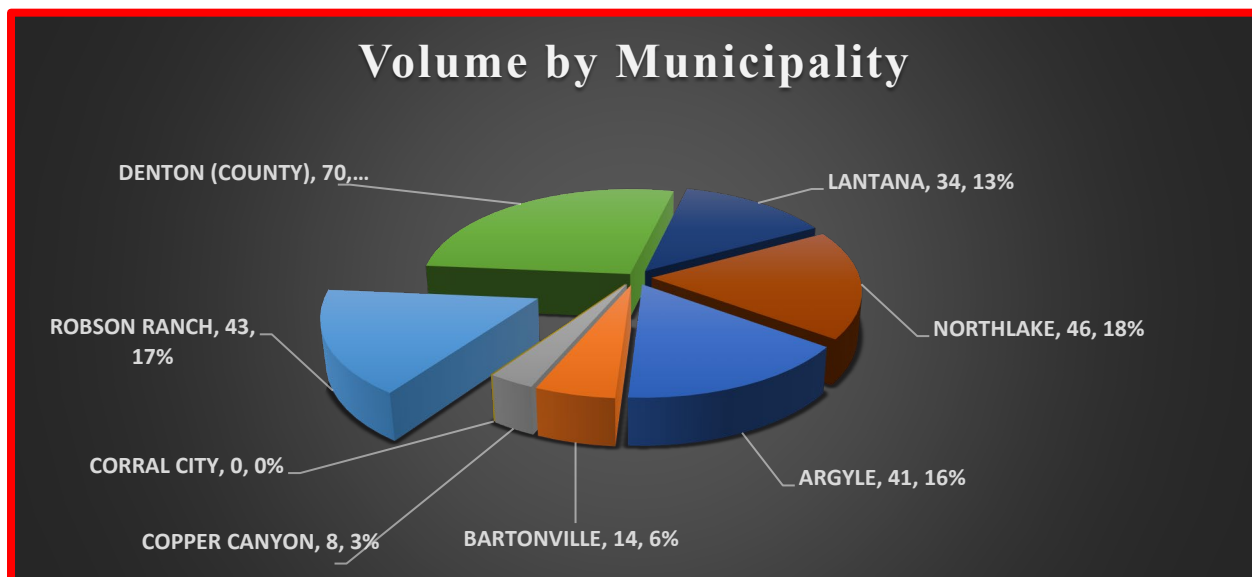


Percentage of Overlapping Calls

Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
107	41%



Municipality Call Volume Breakdown



NFIRS INCIDENT TYPE		Municipality							
	NEIRS #	ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	Robson Ranch	DENTON COUNTY
Fire	100's	1	1	1			1		2
Overpressure Rupture, Explosion, Overheat	200's								
Rescue & Emergency Medical Services	300's	25	8	4		26	24	31	45
Hazardous Condition	400's	3	2			1	2	1	2
Service Call	500's	3		2		1	5	8	4
Good Intent Call	600's	4	1	1		3	10	3	7
False Alarm False Call	700's	5	2			3	4		10
Severe Weather & Natural Disaster	800's								
Municipality Totals		41	14	8	0	34	46	43	70

NFIRS Breakdown

100's – Fire Group

Structure, wildland, and vehicle fires.

200's – Overpressure Rupture, explosion, overheat – No Fire Group

Steam, air, gas, chemical, explosions(no-fire), etc.

300's – Rescue & Emergency Medical Service Group

EMS Incidents, lock-in, missing person, extrication, motor vehicle accidents, rescues, etc.

400's – Hazardous Conditions – No Fire Group

Gas leak, chemical hazards, power line down, biological incident, bomb removal, etc.

500's – Service Call Group

Person in distress, water evacuation, smoke/odor removal, animal rescue, assist PD, etc.

600's – Good Intent Group

Cancelled en route, controlled burning, wrong location, prescribed burn, etc.

700's – False Alarm & False Call Group

False alarm, malicious false call, unintentional system/detector operation and malfunction

800's – Severe Weather & Natural Disaster Group

Flood, wind, lightning, natural disaster assessment

**Denton County ESD No. 1**

FEBRUARY 2024

Incident Response Times**90th Percentile Assessment**

Lights and Sirens – 90 TH Percentile Time (Dispatch to Arrival)	
Overall Fire/EMS	9:45
Overall FIRE	10:20
Overall EMS	9:08

Internal Compliance Goal: Less than 8-minute response time from dispatch to first unit on arrival time. Assessment is performed by taking the total number of incidents where lights and sirens were utilized while responding to the incident.

NFPA 1710 Response Recommendations: Key performance objectives for...

FIRE Response: (bunker gear required)

1. Turnout time: < 80 seconds
(1 minute: 20 seconds)
2. First Unit on scene: < 240 seconds
(4 minutes)

EMS Response: (no bunker gear required)

1. Turnout time: < 60 seconds
(1 minute)
2. First Unit on scene: < 240 seconds
(4 minutes)

90th Percentile per Municipality					
ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE
9:45	8:03	7:12	0:00	7:30	10:20

Average Response and Turnout Time Assessment

RESPONSE MODE	TOTAL RESPONDING UNITS	AVERAGE RESPONSE TIME (minutes)
Initial Lights and Sirens, Downgraded to No Lights or Sirens	2	7:58
Initial No Lights or Sirens, Upgraded to Lights and Sirens	0	0
Lights and Sirens	222	5:14
No Lights or Sirens	12	3:21

**Denton County ESD No. 1****FEBRUARY 2024****Public Education****Community Outreach Events**

Fire Station Tours	6
Public Education Events	11
Ride Along	2
Community CPR Classes	1
- Total CPR Students	30
Total Events	20

Training Division

Total ISO Training Hours Logged / Month	2159.5
- EMS Training Hours Logged / Month	315.5
- FIRE Training Hours Logged / Month	1435
- Administrative Training / Month	49
- New Hire Orientation Training	360

Fire Inspection Report

OCCUPANCY	COUNT
INSPECTION TYPE: Certificate of Occupancy	
Business Office	2
Multi-Family Residential	1
Sports Complex	1
INSPECTION TYPE: Complaint	
Mercantile	1
INSPECTION TYPE: Fire Protection System Inspection	
Assembly	1
Business Office	1
Mercantile	2
Single Family Residence	13
INSPECTION TYPE: Reinspection	
Medical/Dental Office	1
Total # of Inspections:	23

Year-To-Date Fire Inspection Report

	YTD 2024	YTD 2023
Total # of Inspections:	41	43



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Kirk Riggs, Chief of Police

AGENDA ITEM: Police Chief – Department Statistics/Activities

SUMMARY:

Department Statistics/Activities Monthly Report.

ATTACHMENTS:

- Monthly Report

Town of Bartonville Police Department

February 2024 Monthly Report



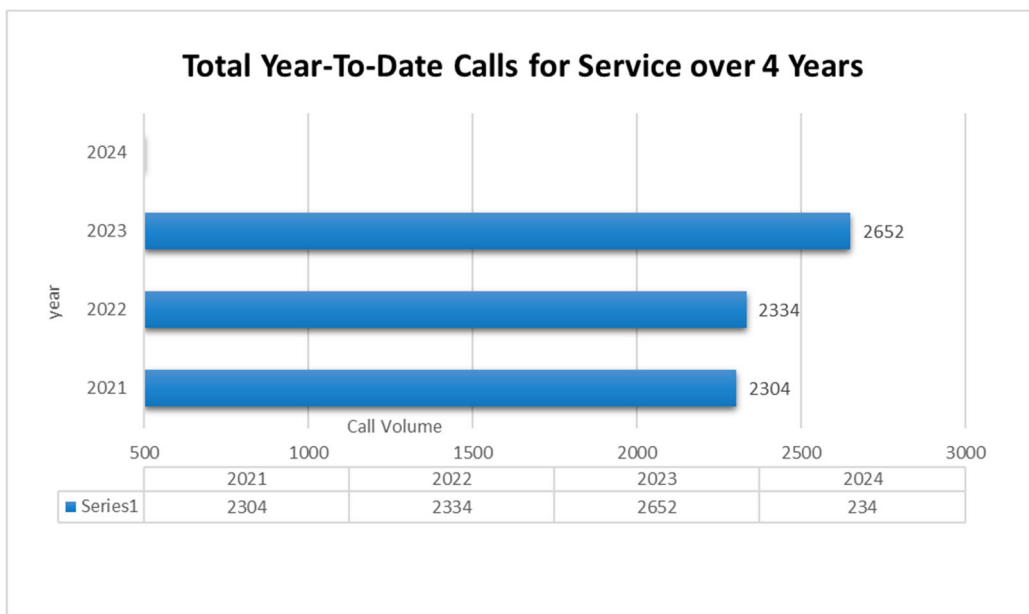
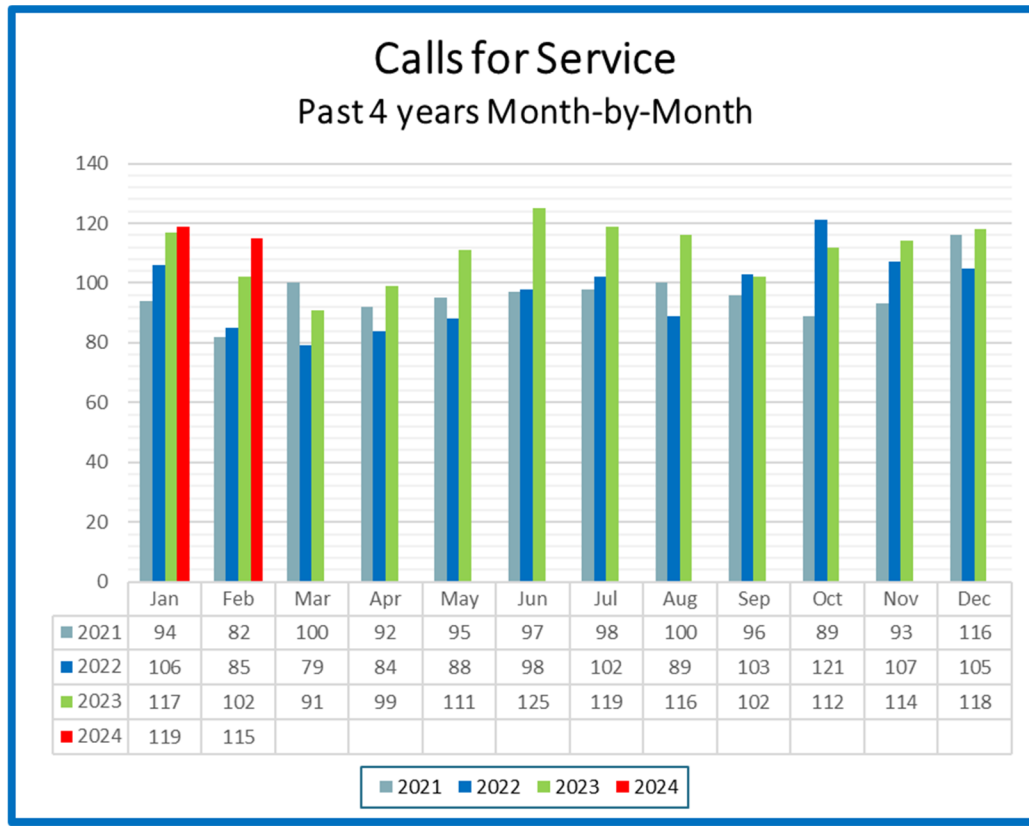
Bartonville Police Department**February 2024****Table of Contents**

	Page
Total yearly calls for service	3
Types of calls for service	4
Officer initiated activity	5
Misc Information/Upcoming events	6

Bartonville Police Department

February 2024

Total Calls for Service



Bartonville Police Department

February 2024

Abandoned Vehicle	
Agency Assist	27
Alarm	14
Animal Bite Report	
Animal Complaint	2
Animal Cruelty	
Assault	2
Auto Theft	1
Burglary	
Citizen Assist	
Civil Standby	2
Child Custody Issues	
Criminal Mischief	1
Criminal Trespass	2
Disturbance	2
Domestic Disturbance	3
Fireworks Complaint	
Follow-up Investigation	8
Forgery/Fraud	1
Gunshots Heard	
Hang-up 911	2
Harassment	
Illegal Dumping	
Indecent Exposure	
Intoxicated Person	
Juvenile Complaint	
Loose Livestock	3
Meet Complainant	12
Missing Person	1
Motorist Assist	3
Narcotics	
Noise Complaint	3
Open Door Investigation	1
Ordinance Violation	1
Person with a Gun	1
Psych/Suicide Attempt	1
Reckless Driver	2
Road Blockage/Hazard	2
Stabbing/Gunshot	
Suspicious Person/Veh/Activity	6
Theft	2
Traffic Complaint	2
Traffic Transport Incident (Accidents)	3
Vehicle Complaint	1
Welfare Concern	3
Warrant Service	1

Bartonville Police Department**February 2024****Officer Initiated Activity**

<u>Officer Activity by Type</u>	Total
Admin Duty (Reports, Court, Clerical)	4
Building Checks	7
Close Patrols (Special Patrols Included)	111
Investigations (Sus veh/activity)	5
Traffic Stops	147
Vacation Watch	0
Walk Thru (Business contacts)	16
Total	290

Bartonville Police Department**February 2024****Misc. Information/Upcoming Events**

1. DEA Drug Take Back will be on Saturday, April 27, 2024. There will be a drop off location at Town Hall.
2. We are currently awaiting the arrival of the new vehicle. There have been no updates regarding its expected delivery date.



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Town Administrator - Monthly Reports: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits, and Board Member Attendance.

SUMMARY:

Monthly Reports

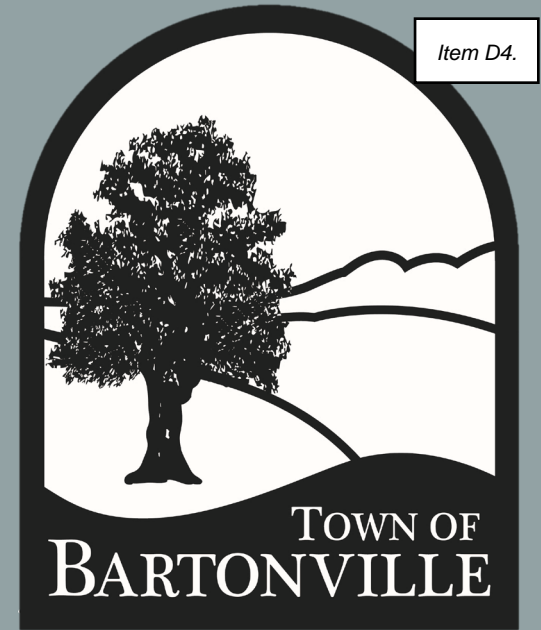
ATTACHMENTS:

- Monthly Financial Report
- Monthly Animal Control Report
- Monthly Code Enforcement Report
- Monthly Engineering Report
- Monthly Municipal Court Report
- Monthly Permits Report
- Monthly Board Member Attendance Report

Town of Bartonville

Monthly Financial Report

Month Ending
February 29, 2024

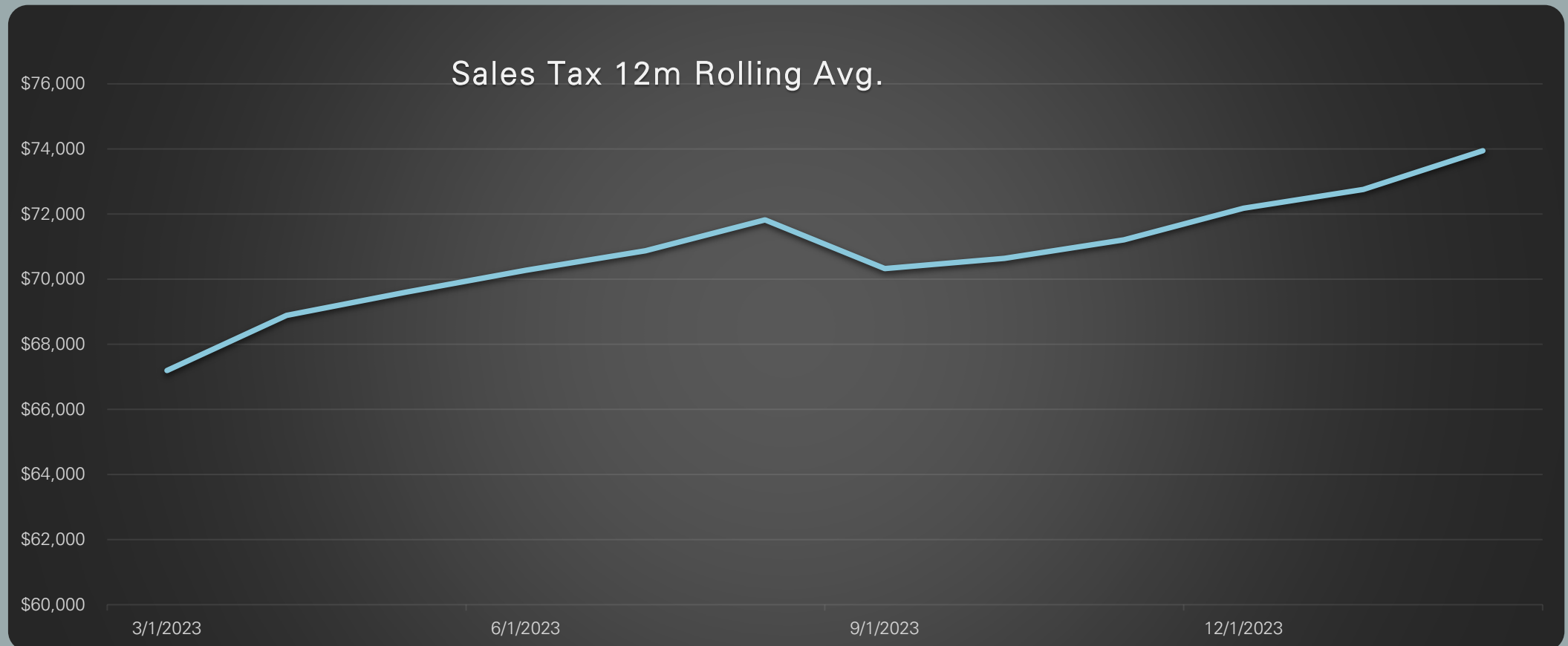


PRESENTED:
MARCH 19, 2024

All General Fund Revenues

	February 2024 Revenue	Year to Date Revenue	Current Year Budget	Projected Revenue Remaining	% of Budgeted Revenue Remaining	Prior year YTD	Prior year ending balance
Property Tax	\$273,981.06	\$1,036,748.03	\$1,050,000.00	\$13,251.97	1.26%	\$918,369.79	\$986,183.68
Sales Tax	\$119,148.79	\$415,992.28	\$785,000.00	\$369,007.72	47.01%	\$372,580.79	\$843,911.57
Franchise Fees	\$12,010.40	\$136,705.15	\$200,000.00	\$63,294.85	31.65%	\$130,693.19	\$238,380.27
Other/Transfer	\$14,581.12	\$79,300.07	\$169,300.00	\$89,999.93	53.16%	\$95,948.69	\$187,497.39
Development Fees	\$0.00	\$0.00	\$30,000.00	\$30,000.00	100.00%	\$71,576.24	\$105,414.24
Permit Fees	\$32,172.35	\$101,247.75	\$150,000.00	\$48,752.25	32.50%	\$94,613.18	\$332,141.45
Municipal Court	\$8,933.41	\$45,938.30	\$85,000.00	\$39,061.70	45.95%	\$31,380.71	\$109,218.14
Total Revenue	\$460,827.13	\$1,815,931.58	\$2,469,300.00	\$653,368.42	26.46%	\$1,715,162.59	\$2,697,332.50

Sales Tax Collections



All General Fund Expenditures

	February 2024 Expenditures	Year to Date Expenditures	Current Year Budget	Budget Balance Remaining	% of Balance Remaining	Prior Year YTD Balance	Prior year FY Ending Balance
Administration	\$87,017.62	\$393,645.49	\$1,183,858.77	\$790,213.28	66.75%	\$376,820.35	\$1,226,759.79
Police	\$49,159.77	\$352,271.52	\$912,990.09	\$560,718.57	61.80%	\$250,830.11	\$730,121.30
Municipal Court	\$800.00	\$4,000.00	\$6,600.00	\$2,600.00	39.39%	\$2,000.00	\$4,700.00
Transfers	\$42,652.46	\$111,510.78	\$314,000.00	\$202,489.22	64.49%	\$137,927.78	\$303,294.84
Total Expenses	\$179,629.85	\$861,427.79	\$2,417,448.86	\$1,556,021.07	64.37%	\$790,285.94	\$2,264,875.93

Expenditures by Department

Administration

	February 2024 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$33,750.74	\$217,338.84	\$517,668.77	\$300,329.93	58.02%	\$166,927.16	\$437,452.59
Other	\$2,160.04	\$18,771.26	\$112,800.00	\$94,028.74	83.36%	\$41,766.17	\$118,334.82
Contracted Services	\$46,725.24	\$117,585.48	\$368,290.00	\$250,704.52	68.07%	\$135,821.93	\$429,278.96
Fees & Service Charges	\$22.50	\$291.50	\$1,170.00	\$878.50	75.09%	\$361.50	\$1,180.42
Supplies	\$2,545.89	\$23,745.79	\$75,430.00	\$51,684.21	68.52%	\$11,749.49	\$48,073.96
Maintenance	\$1,813.21	\$15,912.62	\$58,500.00	\$42,587.38	72.80%	\$14,194.10	\$42,398.44
Capital Improvements	\$0.00	\$0.00	\$50,000.00	\$50,000.00	100.00%	\$0.00	\$150,040.60
Total Administration:	\$87,017.62	\$393,645.49	\$1,183,858.77	\$790,213.28	66.75%	\$376,820.35	\$1,226,759.79

Expenditures by Department

Police

	February 2024 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$44,633.23	\$306,843.24	\$819,859.09	\$513,015.85	62.57%	\$243,392.74	\$660,506.81
Maintenance	\$2,949.37	\$30,637.19	\$26,131.00	\$(4,506.19)	(17.24)%	\$15,094.28	\$35,373.16
Contracted Service	\$0.00	\$1,776.50	\$10,000.00	\$8,223.50	82.24%	\$6,722.00	\$6,722.00
Other	\$97.00	\$2,376.07	\$4,500.00	\$2,123.93	47.20%	\$635.63	\$2,534.93
Supplies	\$1,480.17	\$10,638.52	\$52,500.00	\$41,861.48	79.74%	\$7,693.16	\$24,984.40
Total Police Department:	\$49,159.77	\$352,271.52	\$912,990.09	\$560,718.57	61.42%	\$273,537.81	\$730,121.30

Location	Notes	Code
Feb 27, 2024 1:30 PM 1941 JETER RD E	Patrolled city focusing on stray animals.	Animal Control
Feb 26, 2024 10:29 AM 980 whitterspoon way	Responded to a trap request for feral cats. Trap was dropped off.	Animal Control
Feb 22, 2024 11:58 AM 1042 E JETER	Responded to a removal of a skunk request. The skunk was removed.	Animal Control
Feb 22, 2024 10:05 AM 1287 s gibbons	Responded to a barking dog complaint at this address. I did not hear any barking until I left a door hanger of the door. No one was home.	Animal Control
Feb 20, 2024 2:24 PM 1941 JETER RD E	Patrolled city focusing on stray animals.	Animal Control
Feb 13, 2024 1:23 PM 1941 JETER RD E	Patrolled city focusing on stray animals.	Animal Control
Feb 6, 2024 12:47 PM Landfill Cir and McMakin Rd	Poodle RAL. UTA. Owner enroute, call disregarded	Animal Control
Feb 6, 2024 12:30 PM 1941 JETER RD E	Patrolled city focusing on stray animals. Spoke to Shari	Animal Control
Feb 5, 2024 10:51 AM 1086 broome rd	Responded to a complaint regarding the dogs at this location getting loose and roaming the area. Upon arrival the dogs were gone.	Animal Control

Location**Notes****Code**

Feb 2, 2024 8:53 AM

Landfall Cir and
McMakin rdResponded to a loose standard poodle in this area.
I was unable to catch the poodle and lost sigh of it.

Animal Control



Westwood

Town of Bartonville Status Report

Date: March 12, 2024

Plat Review

- Reserve at Marty B's
- Knights Crest

ROW Permits

- N/A

Subdivision Construction

- N/A

Street Fund

- See below – Work Order pending

General Consultation

- Prepared Fall Work Order to begin after completion of Jeter and Stonewood – Still need to approve or let Andy know what we are going to do on this WO.
 - Still waiting on the Fall Work Decision

Grading Plans Reviewed

- 1418 Clydesdale
- Wacker Barndo
- 1417 Brian Street

Drainage Issues

- 1515 W. Jeter – Appears to be in Denton County Maintenance per Denton County GIS – Notified Denton County 3/11/24
- Deer Hollow Drainage Issues
- Downstream Culvert of Trifecta

Town of Bartonville
Municipal Court Council Report
From 2/1/2024 to 2/29/2024

3/1/2024 3

Item D4.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
77	0	0	1	0	78

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$5,459.89	\$1,803.61	\$7,629.70	\$244.00	\$295.10	\$15,432.30

Warrants

Issued	Served	Closed	Total
0	0	2	2

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
32	0	16	12	20	80

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
3	0	3	6

PermitReport

3/1/2024 8:34

Item D4.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
23-00311-01	JCC Sprinklers	1409 Brian Street	Sprinkler/Irrigation Permit	2/26/2024	\$11,500.00		\$110.00
24-00022-01	Dutch Bros, LLC	3901 FM 407	Food Establishment Permit	2/9/2024			\$300.00
24-00026-01	Subway Sandwiches	2648 FM 407 Unit 100	Food Establishment Permit	2/1/2024			\$300.00
24-00037-01	Drew Walling Custom Homes	2029 High Meadow Ct	New Residence Permit	2/6/2024	\$2,000,000.00	5100	\$3,315.00
24-00037-02	Drew Walling Custom Homes	2029 High Meadow Ct	New Residence (Non AC)	2/6/2024		2929	\$1,318.05
24-00037-04	Drew Walling Custom Homes	2029 High Meadow Ct	Grading and Drainage Permit	2/6/2024			\$275.00
24-00037-05	Drew Walling Custom Homes	2029 High Meadow Ct	Culvert/Driveway	2/6/2024			\$120.00
24-00037-06	Drew Walling Custom Homes	2029 High Meadow Ct	Accessory Bldg (201 - 1000 sq ft)	2/6/2024		496	\$350.00
24-00038-01	5B Construction Solutions LLC	791 Badminton Dr	Accessory Bldg (1,001 +) Non AC	2/6/2024	\$75,000.00	1800	\$656.00
24-00045-01	Wyse Services	147 McMakin Rd	OSSF Permit - Residential	2/14/2024			\$410.00
24-00050-01	Key Custom Homes	917 Show Master Ct	Addition/REmodel Permit (AC)	2/5/2024	\$500,000.00	1419	\$1,348.80
24-00061-01	KKP Smiles PLLC	2652 FM 407 Unit 130	Commercial - Certificate of Occupancy	2/20/2024			\$250.00
24-00065-01	BMR Pool and Patio	1377 Post Oak Ln	Pool/Spa (inground)	2/6/2024	\$136,000.00	720	\$725.00
24-00066-01	BMR Pool and Patio	1377 Post Oak Ln	Covered Patio/Carport/Arbor Permit	2/6/2024	\$25,000.00	260	\$280.00
24-00070-01	Verde Outdoor, LLC	849 Hat Creek Road	Pool/Spa (inground)	2/5/2024	\$100,000.00		\$725.00
24-00076-01	NORTHWEST PROPANE GAS COMPANY	1491 Landfall Cir	Propane Tank	2/5/2024	\$9,555.75		\$75.00
24-00077-01	Element Systems	280 Country Ct	OSSF Permit - Residential	2/2/2024			\$410.00
24-00078-01	G3 pools		Contractor Registration - General	2/1/2024			\$125.00
24-00080-01	All-Out Concrete	1325 Saddlebrook Ct	Culvert/Driveway	2/5/2024	\$10,000.00	740	\$120.00
24-00081-01	Lonestar Design Build	1005 James Price Ct	Addition/REmodel Permit (AC)	2/5/2024	\$190,000.00	814	\$919.10
24-00082-01	INFINITY Heating and Air Conditioning		Contractor Registration - Mechanical	2/7/2024			\$0.00
24-00083-01	Team Enoch		Contractor Registration - Electrical	2/7/2024			\$0.00
24-00084-01	Team Enoch-Mechanical		Contractor Registration - Mechanical	2/7/2024			\$0.00
24-00085-01	Team Enoch - Plumbing		Contractor Registration - Plumbing	2/7/2024			\$0.00
24-00086-01	Barkers Pump & Water Well Service, INC		Contractor Registration - General	2/8/2024			\$125.00
24-00091-01	Celina Plumbing		Contractor Registration - Plumbing	2/8/2024			\$0.00
24-00093-01	Powered Solutions LLC		Contractor Registration - Electrical	2/8/2024			\$0.00
24-00094-01	Dynamic Mechanical Solutions		Contractor Registration - Plumbing	2/8/2024			\$0.00
24-00095-01	Ramirez Ramirez Electric		Contractor Registration - Electrical	2/8/2024			\$0.00
24-00096-01	A&A Air		Contractor Registration - Mechanical	2/8/2024			\$0.00
24-00097-01	Parker Precision, Plumbing, Inc.		Contractor Registration - Plumbing	2/8/2024			\$0.00
24-00098-01	A#1 Air		Contractor Registration - Mechanical	2/8/2024			\$0.00
24-00099-01	A#1 Air	359 Stonewood Blvd	Mechanical Permit	2/9/2024	\$13,203.00		\$130.00
24-00100-01	PGP Construction		Contractor Registration - General	2/9/2024			\$125.00
24-00101-01	Poseidon's Elite Plumbing, Inc		Contractor Registration - Plumbing	2/8/2024			\$0.00
24-00103-01	Poseidon's Elite Plumbing, Inc	1491 Landfall Cir	Plumbing Permit	2/9/2024	\$15,000.00		\$130.00
24-00104-01	Barkers Pump & Water Well Service, INC	531 W Jeter Rd	Water Well	2/12/2024			\$250.00
24-00107-01	PGP Construction	2660 FM 407 Unit 400	Commercial Finish-Out	2/12/2024	\$275,000.00	1306	\$653.00
24-00108-01	Alliance Power Services		Contractor Registration - Electrical	2/12/2024			\$0.00
24-00109-01	Vidito Holdings LLC: DBA, El Dorado Pools		Contractor Registration - General	2/12/2024			\$125.00
24-00110-01	Erwin Water Well Drilling, LLC		Contractor Registration - General	2/14/2024			\$125.00
24-00111-01	Kevin Honse		Truck Permit	2/13/2024			\$25.00
24-00112-01	Outdoor Living Pool and Patio		Contractor Registration - General	2/20/2024			\$125.00
24-00113-01	Gold Medal Pools		Contractor Registration - General	2/14/2024			\$125.00
24-00114-01	Vidito Holdings LLC: DBA, El Dorado Pools	1042 Cardinal Cir	Pool/Spa (inground)	2/14/2024	\$60,000.00	600	\$325.00

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
24-00115-01	North Town Electric Co., Inc		Contractor Registration - Electrical	2/14/2024			\$0.00
24-00116-01	Water Works Plumbing		Contractor Registration - Plumbing	2/14/2024			\$0.00
24-00117-01	Mollo Rather Custom Homes	837 Hat Creek Road	Tree Removal Permit	2/16/2024			\$125.00
24-00118-01	Lasiter Plumbing		Contractor Registration - Plumbing	2/14/2024			\$0.00
24-00119-01	Alliance Power Services	930 Noble Champions Way	Electrical Permit	2/16/2024	\$1,000.00	100	\$130.00
24-00120-01	Titan Plumbing Professionals		Contractor Registration - Plumbing	2/14/2024			\$0.00
24-00121-01	RB Electric		Contractor Registration - Electrical	2/15/2024			\$0.00
24-00123-01	Cope Electric and Controls, Inc.		Contractor Registration - Electrical	2/15/2024			\$0.00
24-00124-01	Gold Medal Pools	1202 Clydesdale Road	Pool/Spa (inground)	2/16/2024	\$100,000.00	974	\$725.00
24-00125-01	G3 pools	775 Rockgate Rd	Pool/Spa (inground)	2/20/2024	\$25,000.00	1100	\$725.00
24-00126-01	Advent Air Conditioning		Contractor Registration - Mechanical	2/16/2024			\$0.00
24-00128-01	Mesquite Heating and Air		Contractor Registration - Mechanical	2/20/2024			\$0.00
24-00129-01	Salsa Street LLC	2201 FM Unit 407	Food Establishment Permit	2/23/2024			\$365.00
24-00130-01	TLC Electrical		Contractor Registration - Electrical	2/20/2024			\$0.00
24-00131-01	Nextech, LLC		Contractor Registration - Mechanical	2/20/2024			\$0.00
24-00133-01	WingStop	3701 FM 407 Unit 200	Food Establishment Plan Review	2/23/2024	\$300,000.00	1400	\$200.00
24-00134-01	Mike Glover Septic	1418 Clydesdale Road	OSSF Permit - Residential	2/23/2024			\$410.00
24-00135-01	Denton Creek Builders		Contractor Registration - General	2/21/2024			\$125.00
24-00136-01	Robbie Rob's Plumbing		Contractor Registration - Plumbing	2/21/2024			\$0.00
24-00137-01	Terrain Workshop	408 Country Ct	Pool/Spa (inground)	2/26/2024	\$160,000.00	2800	\$725.00
24-00138-01	Land Pro Creations		Contractor Registration - Irrigation	2/22/2024			\$125.00
24-00140-01	Jay Pinkston	1325 Appaloosa Cir	OSSF Application - Modification	2/26/2024			\$200.00
24-00141-01	All Around Texas Services LLC		Contractor Registration - Plumbing	2/23/2024			\$0.00
24-00142-01	BMR Pool and Patio	1101 W. Jeter Rd	Pool/Spa (inground)	2/23/2024	\$139,000.00	783	\$725.00
24-00143-01	Land Pro Creations	2610 Kentucky Derby	Sprinkler/Irrigation Permit	2/26/2024	\$10,000.00	44000	\$110.00
24-00144-01	Denton Creek Builders	1418 Clydesdale Road	New Residence Permit	2/23/2024	\$3,200,000.00	6904	\$4,487.60
24-00144-02	Denton Creek Builders	1418 Clydesdale Road	New Residence (Non AC)	2/23/2024		2529	\$1,138.05
24-00144-04	Denton Creek Builders	1418 Clydesdale Road	Grading and Drainage Permit	2/23/2024			\$275.00
24-00144-05	Denton Creek Builders	1418 Clydesdale Road	Culvert/Driveway	2/23/2024			\$120.00
24-00145-01	VNN Master Construction LLC	1417 Brian Street	New Residence Permit	2/23/2024	\$650,000.00	6329	\$4,113.85
24-00145-02	VNN Master Construction LLC	1417 Brian Street	New Residence (Non AC)	2/23/2024		1762	\$792.90
24-00145-04	VNN Master Construction LLC	1417 Brian Street	OSSF Permit - Residential	2/29/2024			\$410.00
24-00145-05	VNN Master Construction LLC	1417 Brian Street	Grading and Drainage Permit	2/23/2024			\$275.00
24-00145-06	VNN Master Construction LLC	1417 Brian Street	Culvert/Driveway	2/23/2024			\$120.00
24-00146-01	JCC Sprinklers		Contractor Registration - Irrigation	2/27/2024			\$125.00
24-00148-01	JCC Sprinklers	2717 Romero Way	Sprinkler/Irrigation Permit	2/28/2024			\$110.00
24-00149-01	Dave Carroll		Truck Permit	2/27/2024			\$25.00
24-00150-01	Allen Wells	1200 Redbud Dr	Covered Patio/Carport/Arbor Permit	2/28/2024			\$75.00
24-00151-01	Generator Supercenter of Denton		Contractor Registration - Electrical	2/28/2024			\$0.00
24-00152-01	Generator Supercenter of Denton		Contractor Registration - Plumbing	2/28/2024			\$0.00

FY2024 Boards and Commission Attendance Report

Item D4.

Oct 23 Nov 23 Dec 23 Jan 24 Feb 24 Mar 24 Apr 24 May 24 Jun 24 Jul 24 Aug 24 Sep 24

Board of Adjustment (BOA)

Position	Term	Current Member												
Chair	2022-2024	Donna Baumgarner (2014)	NO MEETING	NO MEETING	NO MEETING	NO MEETING	NO MEETING							
Board Member	2022-2024	Kathy Daum (2003)												
Alternate #1	2022-2024	Rebecca Jenkins (2022)												
Vice Chair	2023-2025	Jim Lieber (2016)												
Board Member	2023-2025	Del Knowler (2011)												
Board Member	2023-2025	Siobhan O'Brien (2022)												
Alternate #2	2023-2025	Heather Head (2023)												

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

Oct 23 Nov 23 Dec 23 Jan 24 Feb 24 Mar 24 Apr 24 May 24 Jun 24 Jul 24 Aug 24 Sep 24

Planning & Zoning Commission (P&Z)

Position	Term	Current Member												
Chair	2022-2024	Gloria McDonald (1998)	NO MEETING	P	P	P	P							
Vice Chair	2022-2024	Ralph Arment (1988)		P	P	P	P							
Commissioner	2022-2024	Brenda Hoyt-Stenovich (2014)		P	P	P	A							
Alternate #1	2022-2024	Pat Adams (2022)		P	P	P	P							
Commissioner	2023-2025	Don Abernathy (2000)		P	P	P	P							
Commissioner	2023-2025	Larry Hayes (2021)		P	P	P	E							
Alternate #2	2023-2025	Rick Lawrence (2023)		P	P	E	P							

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

FY2024 Boards and Commission Attendance Report

Item D4.

Oct 23 Nov 23 Dec 23 Jan 24* Feb 24 Mar 24 Apr 24 May 24 Jun 24 Jul 24 Aug 24 Sep 24

Bartonville Community Development Corporation (BCDC)													
Position	Term	Current Member											
Director	2022-2024	Jim Foringer (2006)	A	P	A	A	NO MEETING						
Vice Chair	2022-2024	Terry Rock (2014)	P	P	P	P							
Director	2022-2024	Brenda Latham (2021)	P	P	P	P							
Director	2022-2024	Lacy Burrhus (2023)				P							
Director	2023-2025	Jim Langford (2015)	P	P	P	P							
Chair	2023-2025	Randy Van Alstine (2014)	P	P	P	P							
Director	2023-2025	Jennifer Buck(2023)				P							

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

* January Meeting was moved to 1/17 - Special Meeting

Oct 23 Nov 23 Dec 23 Jan 24 Feb 24 Mar 24 Apr 24 May 24 Jun 24 Jul 24 Aug 24 Sep 24

Crime Control and Prevention District (CCPD)													
Position	Term	Current Member											
Director	2022-2024	Lori Van Alstine (2014)	NO MEETING	NO MEETING	NO MEETING	NO MEETING	P						
Director	2022-2024	Steve Weiss (2023)					P						
Director	2022-2024	Johnny Jones (2012)					P						
Director	2022-2024	Kevin Oldham (2018)					E						
Director	2023-2025	Chris Colbert (2011)					A						
Director	2023-2025	Donald (Deke) Dunlap (2021)					P						
Chair	2023-2025	Jeff Grubb (2011)					P						

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of the February 13, 2024, Special Meeting Minutes.

SUMMARY:

The Town Council held a Special Meeting on February 13, 2024.

RECOMMENDED MOTION OR ACTION:

Approve the February 13, 2024, Special Meeting Minutes as presented.

ATTACHMENT:

- February 13, 2024, Special Meeting Minutes.

THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE MET IN SPECIAL SESSION ON THE 13TH DAY OF FEBRUARY 2024 AT THE TOWN OF BARTONVILLE TOWN HALL, LOCATED AT 1941 E JETER ROAD, BARTONVILLE, TEXAS WITH THE FOLLOWING COUNCIL MEMBERS PRESENT, CONSTITUTING A QUORUM:

Jaclyn Carrington, Mayor
 Matt Chapman, Mayor Pro Tem/Place 2
 Jim Roberts, Council Member Place 1
 Clay Sams, Council Member Place 3
 Keith Crandall, Council Member Place 4
 Margie Arens, Council Member Place 5

Town Staff Present:

Shannon Montgomery, Town Secretary
 Ed Voss, Town Attorney
 Kirk Riggs, Chief of Police
 Andrea Carpenter, Deputy Town Secretary
 Ryan Wells, Town Planning Consultant

A. CALL MEETING TO ORDER

Mayor Carrington called the Special Session to order at 6:30 pm.

B. PLEDGE OF ALLEGIANCE

Mayor Carrington led the Pledge of Allegiance.

There was a brief pause due to technical difficulties; meeting resumed without the meeting being recorded.

C. PRESENTATIONS

1. Salvation Army Mayors Red Kettle Challenge.

Major Dwayne Durham, Corps Officer, and Bridget McIntosh, Volunteer Specialist, with the Salvation Army presented a Certificate of Appreciation to the Town for participating in the 2023 Red Kettle Challenge to raise funds for the Salvation Army's programs. The Town ranked second in the amount of dollars raised during the Saturday, December 9th event, raising \$1613. Mayor Carrington thanked the Salvation Army for all that they do.

2. Introduction of and Administer Oath of Office to New Chief of Police Kirk Riggs.

Mayor Carrington introduced new Chief of Police Riggs and administered his Oath of Office.

D. PUBLIC PARTICIPATION

If you wish to address the Council, please fill out a "Public Meeting Appearance Card" and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

There were no Public Presentations made.

E. APPOINTED REPRESENTATIVE/LIAISON REPORTS**1. Upper Trinity Regional Water District Report.**

Del Knowler provided an Upper Trinity Regional Water District Report and addressed questions from Council.

2. Denton County Emergency Services District #1.

Chief Vaughn of Denton County Emergency Services District No. 1 provided an update and addressed questions from Council.

3. Police Department – January 2024 Statistics/Activities and 2023 Racial Profiling Report.

Chief of Police Riggs reviewed the monthly statistics, the 2023 Racial Profiling Report, and addressed questions from Council.

4. Town Administrator – January 2024 Reports: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits, and Board Member Attendance.

Town Secretary Montgomery reviewed the January 2024 financials and addressed questions from Council.

5. 2023 Traffic Study.

Town Secretary Montgomery reviewed the 2023 Traffic Study and addressed questions from Council.

F. CONSENT AGENDA

This agenda consists of non-controversial, or “housekeeping” items required by law. Items may be approved with a single motion. Items may be removed from the Consent Agenda by any Councilmember by making such request prior to a motion and vote on the Consent Agenda.

1. Consider approval of the January 16, 2024, Regular Meeting Minutes.**2. Consider acceptance of the 2023 Racial Profiling Report.**

Motion made by Council Member Roberts, seconded by Council Member Sams, to approve Consent Agenda Items #1 and #2 as presented.

VOTE ON THE MOTION

AYES: Roberts, Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 5-0

G. PUBLIC HEARINGS AND REGULAR ITEMS**1. First Reading of a Resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Ucryo & Recovery, LLC.**

Town Secretary Montgomery provided the first reading of the Resolution.

2. First Reading of a Resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Marty B's, LLC.

Town Secretary Montgomery provided the first reading of the Resolution.

Mayor Carrington and Council Member Sams recused themselves from the dais at 7:11 pm; Mayor Pro Tem Chapman presided over the meeting for agenda item #3:

3. Discuss and consider a Preliminary Plat for a 101.467-acre property situated in the Daniel Cook Survey, Abstract Number 230, and A.M. Feltus Survey, Abstract Number 1594, in the Town of Bartonville, Denton County, Texas. The property is located on the north side of E Jeter Road, approximately 2,185 feet east of the intersection of E Jeter Road and Country Court, in Bartonville, Texas. The applicant is Mycoskie & Associates, Inc., on behalf of Knight's Landing West. [Town of Bartonville PP-2023-004.] *(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its February 7, 2024, meeting.)*

Town Planning Consultant Ryan Wells provided a presentation of the application and addressed questions from Council.

Motion made by Council Member Crandall, seconded by Council Member Arens, to recommend approval of PP-2023-004, a Preliminary Plat for a 101.467-acre property situated in the Daniel Cook Survey, Abstract Number 230, and A.M. Feltus Survey, Abstract Number 1594, in the Town of Bartonville, Denton County, Texas, with the following conditions:

1. Prior to recordation of the final plat, the two "Offsite Drainage Easements" depicted on the preliminary plat shall be recorded as separate instruments. The recording number for the easements added to the plat prior to recording. Alternately, the easements can be established via the Knight's Landing West plat by revising the label to read 'by this plat.' Be advised that the timing of the easement dedication is also a condition of approval for the Knight's Crest plat (Town File No. PP-2023-003).
2. On the final plat, the drainage easement labels located in Block 2, Lot 3 shall be adjusted so they do not overlap.
3. Prior to recordation of the final plat, the plat and accompanying planning materials shall be reviewed and approved by the registered sanitarian for the Town of Bartonville, in accordance with Title 30, Texas Administrative Code, Chapter 285, Section 285.4(c).
4. A complete engineering/construction plan set shall accompany the final plat application, in accordance with Bartonville Development Ordinance Section 2.7.d.
5. The engineering/construction plan set shall show fire hydrant spacing that meets the Denton County ESD No. 1 spacing standards.
6. Accompanying the final plat application shall be copies of letters from applicable local utility companies stating that each utility company has reviewed the preliminary plat and stating any requirements (including easements) they may have, in accordance with Bartonville Development Ordinance Section 2.5.h.

7. On the final plat, the Notes on sheet 1 and General Notes on sheet 2 shall be consolidated onto sheet 2. Note 1 in each case shall be combined or corrected to reflect the correct references.
8. On the final plat, the Town approval signature box shall be updated to read “Final Plat.”
9. On the final plat all signature lines shall be dated 2024.
10. The final plat shall include a note stating that the point where the new public street named “Wiesen Way” meets “Hat Creek Court” shall be gated, closed, and accessible for emergency vehicles only. Basis: Town Ordinance No. 750-23, Town’s Comprehensive Plan, Section 4, Thoroughfare Plan.

VOTE ON THE MOTION

AYES: Roberts, Chapman, Crandall, and Arens

NAYS: None

VOTE: 4-0

Mayor Carrington and Council Member Sams returned to the dais at 7:26 pm.

4. **Second Reading of a Resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Ucroy & Recovery, LLC.**

Town Secretary Montgomery provided the second reading of the Resolution.

5. **Second Reading of a Resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Marty B’s, LLC.**

Town Secretary Montgomery provided the second reading of the Resolution.

Council discussed agenda items #6 and #7 together, making separate motions.

6. **Discuss and consider a Preliminary Plat for a 14.722-acre tract or parcel of land situated on Lot 1R, Block A, of the Yeti Addition, in the Town of Bartonville, Denton County, Texas. The subject property is located on the south side of IT Neely Road, approximately 200 feet west of its intersection with FM 407. The property address is 1001 IT Neely Road. The applicant is Cara King of the John R. McAdams Company, Inc. on behalf of The Reserve at Marty B’s. [Town of Bartonville PP-2024-001.] *(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its February 7, 2024, meeting.)***

Town Planning Consultant Ryan Wells provided a presentation of the application and addressed questions from Council.

Applicant Cara King also provided a presentation and addressed questions from Council.

Motion made by Council Member Sams, seconded by Council Member Crandall, to recommend approval of PP-2024-001, a Preliminary Plat for a 14.722-acre tract or parcel of land situated on Lot 1R, Block A, of the Yeti Addition, in the Town of Bartonville, Denton County, Texas, with the following conditions:

1. The proposed utility easement shall be relocated adjacent and south of the proposed drainage easement that runs along IT Neely Drive.
2. The final plat shall contain Owner's Declaration and Surveyor's Certificate language that matches that listed under Bartonville Development Ordinance Section 2.5.18.f.
3. On the final plat, an additional clause under the Owner's Declaration (NOW, THEREFORE...) shall read as follows, in accordance with Bartonville Development Ordinance Section 2.5.6:
 - The undersigned does hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface in accordance with the Town of Bartonville's paving standards for fire lanes, and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.
4. On the final plat, the floodplain language in note 13 shall be moved to the NOTES section and not be associated with the UTRWD easement section.

VOTE ON THE MOTION

AYES: Roberts, Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 5-0

7. **Discuss and consider a Final Plat for a 14.722-acre tract or parcel of land situated on Lot 1R, Block A, of the Yeti Addition, in the Town of Bartonville, Denton County, Texas. The subject property is located on the south side of IT Neely Road, approximately 200 feet west of its intersection with FM 407. The property address is 1001 IT Neely Road. The applicant is Cara King of the John R. McAdams Company, Inc. on behalf of The Reserve at Marty B's. [Town of Bartonville FP-2024-001.] *(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its February 7, 2024, meeting.)***

Motion made by Council Member Chapman, seconded by Council Member Arens, to recommend approval of FP-2024-001, a Final Plat for a 14.722-acre tract or parcel of land situated on Lot 1R, Block A, of the Yeti Addition, in the Town of Bartonville, Denton County, Texas, with the following conditions:

1. Prior to final plat recordation, the proposed utility easement shall be relocated adjacent and south of the proposed drainage easement that runs along IT Neely Drive.
2. Prior to recordation, the final plat shall contain Owner's Declaration and Surveyor's Certificate language that matches that listed under Bartonville Development Ordinance Section 2.5.18.f.

3. Prior to recordation, an additional 20-foot-wide building line shall be located along the shared property line with Lot 2, Block A, Yeti Addition.
4. Prior to recordation, there shall be placed an additional clause under the Owner's Declaration (NOW, THEREFORE...) shall read as follows, in accordance with Bartonville Development Ordinance Section 2.5.6:
 - The undersigned does hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface in accordance with the Town of Bartonville's paving standards for fire lanes, and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.
5. The final plat shall not be recorded without a signature from CoServ assenting to the proposed easement vacations.
6. In accordance with BDO Section 2.6.5., the final plat shall not be recorded until either:
 - 1) All required public improvements have been constructed and accepted by the Town; or
 - 2) The Town has received an appropriate surety from the applicant guaranteeing the construction of the required public improvements.

VOTE ON THE MOTION

AYES: Roberts, Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 5-0

8. **Conduct a Public Hearing and consider a Resolution approving a Site Plan on a 14.722-acre tract or parcel of land situated on Lot 1R, Block A, of the Yeti Addition, in the Town of Bartonville, Denton County, Texas. The subject property is located on the south side of IT Neely Road, approximately 200 feet west of its intersection with FM 407. The property address is 1001 IT Neely Road. The applicant is Cara King of the John R. McAdams Company, Inc. on behalf of The Reserve at Marty B's. [Town of Bartonville SP-2023-005.] *(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its February 7, 2024, meeting.)***

Town Planning Consultant Ryan Wells provided a presentation of the application and addressed questions from Council.

Applicant Cara King also provided a presentation and addressed questions from Council.

Mayor Carrington opened the Public Hearing at 8:02 pm. After recognizing there was no one wishing to speak, Mayor Carrington closed the Public Hearing at 8:03 pm.

Motion made by Council Member Crandall, seconded by Council Member Roberts, to recommend approval of SP-2023-005 with the following conditions:

1. All parking area lighting shall be installed and operated so as not to reflect or shine on adjacent properties and in accordance with the standards established in BZO Section 13.3.7 and Chapter 28.
 - i. In accordance with BZO Section 12.3.5.5., lights shall be fully shielded to minimize light trespass onto any residential zoning district. “Fully shielded” means a technique or method of construction or manufacture that does not allow any light dispersion to shine above the horizontal plane from the lowest light-emitting point of the light fixture. Any structural part of the light fixture providing this shielding shall be permanently affixed to the light fixture.
 - ii. All parking lot light poles shall be set back from shared boundaries with residential uses (i.e., Lot 5, Block D, Hudson Hills) equal to their height, in accordance with BZO Section 28.2.A. Light intensity at the shared property line shall not exceed 0.25 foot candles.
2. A landscape buffer shall be located on the site along the concrete and gravel parking areas adjacent to Lot 5, Block D, Hudson Hills. Said landscape plan shall be subject to the following standards, in accordance with the Bartonville Zoning Ordinance Section 12.3.C.11:
 - i. A brick or masonry wall with stucco or mortar wash finish, both exterior finishes being the same, shall be constructed along the property line. Said wall shall be a minimum of six feet (6’) in height, except that the first twenty-five feet (25’) in from the street line may be stepped down to a minimum height of four feet (4’).
 - ii. The landscaped setback shall consist of a minimum twenty-five-foot (25’) landscape buffer. Understory plants of species included in the approved plant list contained in Chapter 31 shall be provided in order to achieve a continuous dense six-foot (6’) screen.
 - iii. Native shade trees, a minimum of three inches (3”) in trunk diameter as measured four feet (4’) above the ground and of a species included in Chapter 31 shall be provided at a ratio of one (1) tree per four hundred (400) square feet of buffer area. Native shade trees shall not be planted closer than thirty feet (30’) on center.
3. Prior to issuance of any building permit for the site, the final plat for the property shall be recorded with the Denton County Clerk’s office.
4. The future accessory building shall comply with Bartonville Zoning Ordinance (BZO) section 12.2.B.
5. In order to protect the flood capacity and natural resource values of the floodplain area, a floodplain easement shall be established to encompass the entire 100-year floodplain. This shall be established as part of the recorded plat for the property.

VOTE ON THE MOTION

AYES: Roberts, Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 5-0

9. Discuss and consider approval of a Resolution concerning the approval of a Type B Economic Development Corporation Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Ucryo & Recovery, LLC.

Town Secretary Montgomery provided a summary of the terms and conditions of the Performance Agreement between the Bartonville Community Development Corporation and Ucryo & Recovery, LLC and addressed questions from Council.

Motion made by Council Member Sams, seconded by Council Member Arens, to approve the Resolution concerning the approval of a Type B Economic Development Corporation Project and Performance Agreement by and between the Bartonville Development Corporation and Ucryo & Recovery, LLC as presented.

VOTE ON THE MOTION

AYES: Roberts, Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 5-0

10. Discuss and consider approval of a Resolution concerning the approval of a Type B Economic Development Corporation Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Marty B's, LLC.

Town Secretary Montgomery provided a summary of the terms and conditions of the Performance Agreement between the Bartonville Community Development Corporation and Marty B's, LLC and addressed questions from Council.

Motion made by Council Member Arens, seconded by Council Member Roberts, to approve the Resolution concerning the approval of a Type B Economic Development Corporation Project and Performance Agreement by and between the Bartonville Development Corporation and Marty B's, LLC as presented.

VOTE ON THE MOTION

AYES: Roberts, Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 5-0

H./I. CONVENE INTO CLOSED SESSION and RECONVENE INTO OPEN MEETING

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 8:15 pm and reconvened into open session at 8:56 pm in accordance with the Texas Government Code regarding:

1. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney concerning pending or contemplated litigation regarding the sanitary sewer nuisance at 1287 Gibbons Road, Town of Bartonville, Texas v. Paula Harvey, Cause No. 23-11429-467 pending in the 467th District Court of Denton County, Texas.

No Action Taken.

J. FUTURE ITEMS

Discussion only, no action taken.

K. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 8:56 pm.

APPROVED this the 19th day of March 2024.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: March 19, 2024

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discuss and consider a Final Plat for an 81.789-acre tract of land situated in the A.M. Feltus Survey, Abstract Number 1594, and the Daniel Cook Survey, Abstract No. 230, in the Town of Bartonville, Denton County, Texas. The tract of land is located on the north side of E Jeter Road, approximately 2,063 feet north of its intersection with Porter Road, in Bartonville, Texas. The applicant is Mycoskie Associates, Inc., on behalf of Rob Knight. [Town of Bartonville FP-2024-002.]. ***(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its March 6, 2024, meeting.)***

Land Use and Zoning: Current land use category is Residential Estates – 5 Acre Lots (RE-5). Current zoning is Agricultural (AG).

Summary: The applicant is the owner of one tract of land, totaling 81.789 acres, located on the north side of E Jeter Road, approximately 2,063 feet north of its intersection with Porter Road. The legal description of the property is A1594A, A.M. Feltus, TR 1, 78.763 Acres, Old DCAD TR #2. The corresponding Denton CAD parcel number is 65110. The applicant has applied for a final plat (see Exhibit A) in order to facilitate large lot residential development.

The subject property is part of a former agricultural tract. There are multiple agricultural buildings and outbuildings, residences, and cross-fencing on the property.

Final Plat

Bartonville Development Ordinance (BDO) Section 2.5.g lists the criteria of approval for a preliminary plat:

1. The plat substantially conforms with the approved preliminary plat or other studies and plans, as applicable;
2. The complete engineering/construction plans for all required public improvements and Town utilities have been submitted to the Town for review/approval by the Town's Engineer (whether specifically stated or not, final plat approval shall always be subject to any additions and/or alterations to the engineering/construction plans as deemed necessary by the Town Engineer, as needed, to ensure the safe, efficient and proper construction of public improvements within the subdivision); and
3. The plat conforms to applicable zoning and other regulations.
4. The plat has been approved by the Permitting Authority, as defined in Chapter 285 of the Texas Administrative Code, in accordance with Title 30, Texas Administrative Code, Chapter 285, Section 285.4(c) relating to the review of subdivision plans prior to the application for a permit for an on-site sewage facility.

The Bartonville Town Council approved the Knight's Crest Preliminary Plat with conditions on December 19, 2023. The submitted final plat conforms to the conditionally approved preliminary plat, which has been designed to create four legal lots totaling 81.789 acres. The resulting lots will range from 11.180 to 38.476

acres. The applicant has submitted construction plans with this final plat application. The construction plans are under review by the Town Engineer; see recommended conditions of approval regarding timing of construction and approval of public improvements. The zoning district for the subject property is Agricultural (AG), which has a 10-acre minimum lot size. The proposed resulting lots will meet the zoning district standards. In order to meet all conditions from the preliminary plat approval (many of which have been met through the submittal of this final plat), all OSSF locations shall be approved by the Town of Bartonville prior to final plat recordation— see conditions of approval.

Planning & Zoning Commission Recommendation: Approve with Conditions.

Planning & Zoning Commission's Recommended Conditions of Approval:

1. Prior to recordation of the final plat, the two "Offsite Drainage Easements" depicted on the Preliminary Utility Plan shall be recorded as separate instruments. The recording number of these easements shall be depicted on the final plat prior to recording.
2. Prior to recordation of the final plat, any existing buildings located within a regulatory setback shall be removed or relocated such that no existing buildings are located within any new yard setbacks to be established by the plat. The applicant shall provide a signed and notarized statement asserting that this requirement has been met prior to or concurrent with the submittal of a final plat for recordation.
3. Prior to recordation of a final plat, the proposed location and design of the on-site septic facilities (OSSF) for each proposed lot shall be approved by the Town of Bartonville, in accordance with Bartonville Development Ordinance Section 2.6.c.
4. In accordance with BDO Section 2.6.5., the final plat shall not be recorded until either:
 - a. All required public improvements have been constructed and accepted by the Town; or
 - b. The Town has received an appropriate surety from the applicant guaranteeing the construction of the required public improvements.

Exhibits:

- Final Plat Application Packet

Exhibit 1



TOWN OF BARTONVILLE DEVELOPMENT APPLICATION

Item F2.

Application Type (check all applicable):

☐ Sketch Plat ☐ Land Study ☐ Preliminary ☒ Final
☐ Development ☐ Replat ☐ Amending Plat

Current Legal Description: Tract 1 A.M. Feltus Survey; Abstract 1594A

Proposed Subdivision Name: Knight's Crest ☒ In Town Limits ☐ In ETJ

Current Zoning: AG Concurrent Zoning Change Req.? ☐ Yes (zoning change request attached) ☒ No

Proposed Zoning (if applicable): NA No. Proposed Lots: 3 Total Acres: 81.789

Seeking Waiver/Suspension: ☐ Yes ☒ No If yes, please submit required information pursuant to Sec. 1.11 of Ordinance No. 336-03

Owner: Knight Development Group LLC - Rob Knight

Phone: 469-774-8172

Address: 3451 Serendipity Hill Trail

Fax: _____

Applicant: Mycoskie & Associates, Inc. - Jacob Sumpter, AICP

Phone: 817-469-1671

Address: 519 E. Border Street, Arlington, TX 76010

Fax: 817-274-8757

Please Note: If applicant is different from current owner a notarized statement, authorizing the applicant to act as owner's agent, must accompany this application along with submittal fees in accordance with the Town's adopted Fee Schedule.

I understand that it is unlawful for any person to knowingly or willfully misrepresent, or fail to include, any information required by the Development Ordinance on this application. I further understand that misrepresentation, or deliberate omission, of facts pertaining to the land study or plat shall constitute grounds for denial of the land study or plat.


Applicant Signature

01/08/2024
Date

Office Use Only:	Fee Pd: _____	Check # _____	Date: _____
Schedule:	DRC: _____	P&Z: _____	TC: _____
Zoning Change? <input type="checkbox"/> Y <input type="checkbox"/> N	From _____ to _____	Publish Date: _____	Hearing Date: _____
<input type="checkbox"/> Street Construction	<input type="checkbox"/> Public Improvements	<input type="checkbox"/> Easements	<input type="checkbox"/> Simultaneous Submit
Hearing Req? <input type="checkbox"/> Y <input type="checkbox"/> N	Tax Certificate? <input type="checkbox"/> Y <input type="checkbox"/> N		
Disbursement: <input type="checkbox"/> Gas Co.	<input type="checkbox"/> Town Engineer/Planner	<input type="checkbox"/> Town Attorney	<input type="checkbox"/> DRC Members
<input type="checkbox"/> Elec Co.	<input type="checkbox"/> Cable Co.	<input type="checkbox"/> Fire Chief	<input type="checkbox"/> Water Supply



Town of Bartonville

NOTARY FORM

THE FOLLOWING IS TO BE COMPLETED ONLY IF A PERSON OTHER THAN THE OWNER IS MAKING THIS APPLICATION.

Dated: October 17, 2023

Re: Knight's Crest - Final Plat

I, Rob Knight, owner of the Property located at East Jeter Road do hereby certify that I have given my permission to Mycoskie & Associates, Inc. - Jacob Sumpter, to make this (check one):

- ☐ Variance
☐ Waiver
☒ Development Plat
☐ Zoning Change

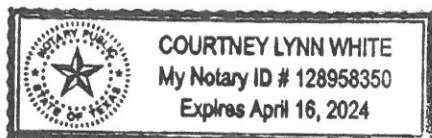
Application for Knight's Development Group LLC-Rob Knight .
(applicant)

<u>Rob Knight</u>		
Print Name	Signature of Owner	
<u>3451 Serendipity Hill Trail</u>	<u>469-774-8172</u>	<u>10/17/2023</u>
Address	Phone No.	Date

State of Texas §
County of Tarrant §

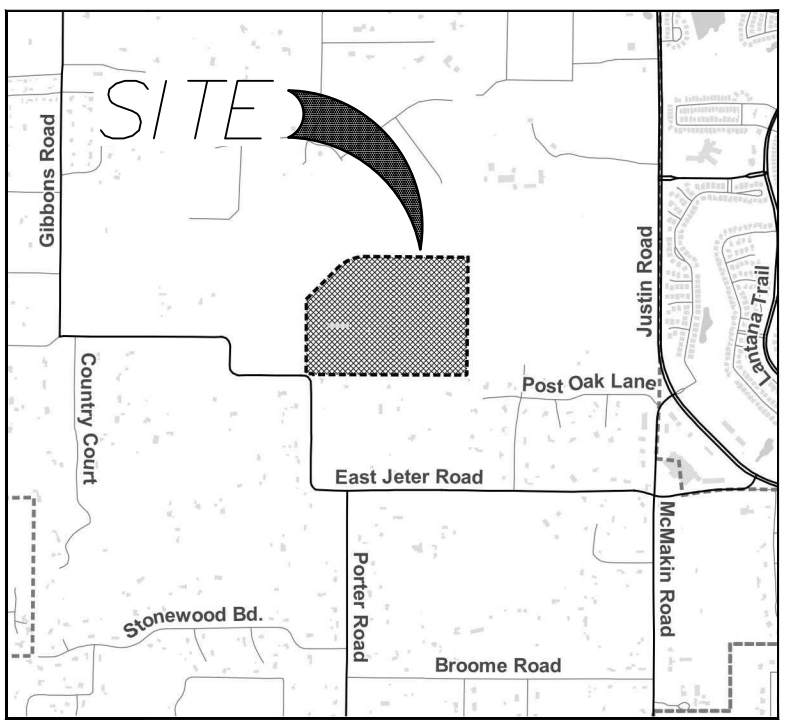
Before me, Courtney White, a Notary Public in and for said County and State, on this day personally appeared Rob Knight known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

(Seal)

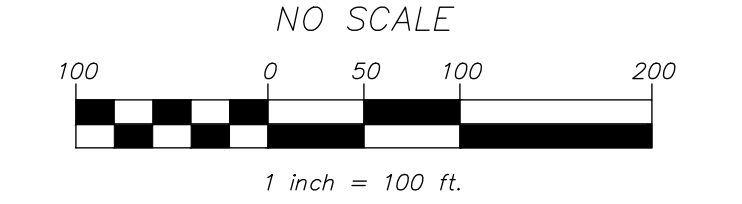


Courtney Lynn White
Notary

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°30'01" E	73.02'
L2	N 03°21'59" E	12.77'
L3	S 89°30'32" W	91.68'
L4	S 89°30'32" W	37.00'
L5	S 89°30'32" W	37.61'
L6	N 89°30'32" E	2.46'
L7	S 89°30'32" W	19.53'



VICINITY MAP



LEGEND/ABBREVIATIONS

- CIRS 5/8" CAPPED IRON ROD SET STAMPED "MMA" (UNLESS OTHERWISE NOTED)
- CIRF CAPPED IRON ROD FOUND
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- DRDCT DEED RECORDS DENTON COUNTY, TEXAS
- PRDCT PLAT RECORDS DENTON COUNTY, TEXAS
- VOL. VOLUME
- PG. PAGE
- CC# COUNTY CLERK'S INSTRUMENT NUMBER
- POB POINT OF BEGINNING
- MFF MINIMUM FINISHED FLOOR ELEVATION
- * FEMA ELEVATION CERTIFICATE NOT REQUIRED
- BL BUILDING SETBACK LINE
- CM CONTROLLING MONUMENT
- GY GUY ANCHOR
- PP POWER POLE
- PPD TELEPHONE PEDESTAL
- BOUNDARY LINE
- ADJOINER OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- BUILDING LINE

FINAL PLAT

APPROVED BY THE TOWN OF BARTONVILLE FOR FILING AT THE OFFICE OF THE COUNTY CLERK OF DENTON COUNTY, TEXAS.

APPROVED BY: PLANNING AND ZONING COMMISSION TOWN OF BARTONVILLE, TEXAS

SIGNATURE OF CHAIRMAN _____ DATE _____

TOWN COUNCIL

TOWN OF BARTONVILLE, TEXAS

SIGNATURE OF MAYOR _____ DATE _____

ATTEST: _____

TOWN SECRETARY _____ DATE _____

JANUARY 2024

KNIGHT'S CREST SUBDIVISION

BEING 81.789 ACRES SITUATED IN THE A. M. FLETUS SURVEY, ABSTRACT NO. 1594 AND THE DANIEL COOK SURVEY, ABSTRACT NO. 230, BEING A PORTION OF A CALLED 183.72 ACRE TRACT OF LAND IN THE TOWN OF BARTONVILLE DENTON COUNTY, TEXAS

SURVEYOR/ENGINEER:



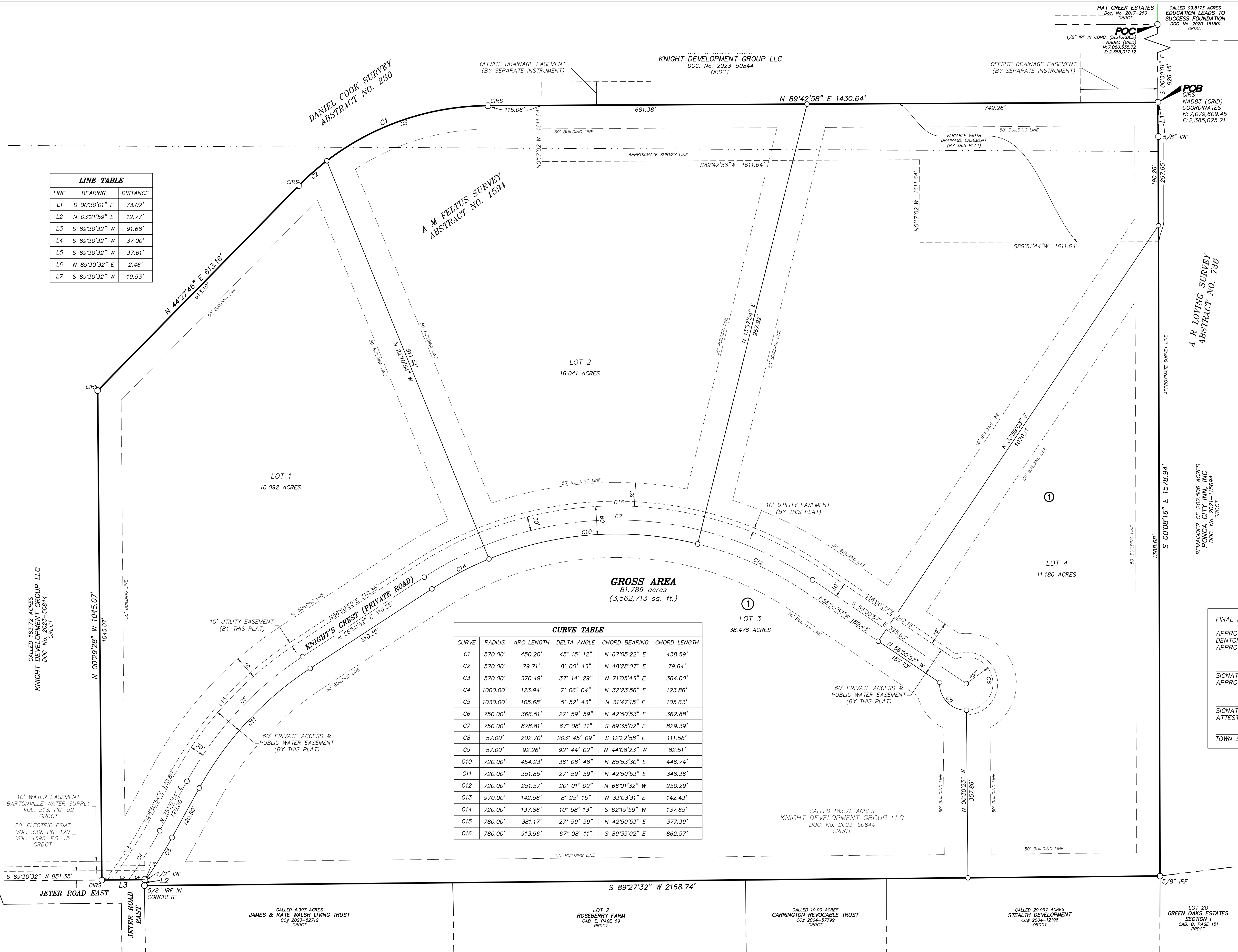
civil engineering surveying landscape architecture planning

ltpels registration number: 1 - 2759
ltpels registration/license number: 10088000
519 east border
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mma-texas.com
CONTACT: JACOB SUMPTER, AICP
COPYRIGHT © 2024 MMA, INC.
SHEET 1 OF 2

OWNER/DEVELOPER:

KNIGHT DEVELOPMENT GROUP LLC
4600 EDEN ROAD
ARLINGTON, TX 76001
TEL: 469-774-8172
email: rob@kdc.us
CONTACT: ROB KNIGHT

MMA PROJECT NO. 3733-00-01



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	570.00'	450.20'	45° 15' 12"	N 67°05'22" E	438.59'
C2	570.00'	79.71'	8° 00' 43"	N 48°28'07" E	79.64'
C3	570.00'	370.49'	37° 14' 29"	N 71°05'43" E	364.00'
C4	1000.00'	123.94'	7° 06' 04"	N 32°23'56" E	123.86'
C5	1030.00'	105.68'	5° 52' 43"	N 31°47'15" E	105.63'
C6	750.00'	366.51'	27° 59' 59"	N 42°50'53" E	362.88'
C7	750.00'	878.81'	67° 08' 11"	S 89°35'02" E	829.39'
C8	57.00'	202.70'	203° 45' 09"	S 12°22'58" E	111.56'
C9	57.00'	92.26'	92° 44' 02"	N 44°08'23" W	82.51'
C10	720.00'	454.23'	36° 08' 48"	N 85°53'30" E	446.74'
C11	720.00'	351.85'	27° 59' 59"	N 42°50'53" E	348.36'
C12	720.00'	251.57'	20° 01' 09"	N 66°01'32" W	250.29'
C13	970.00'	142.56'	8° 25' 15"	N 33°03'31" E	142.43'
C14	720.00'	137.86'	10° 58' 13"	S 62°19'59" W	137.65'
C15	780.00'	381.17'	27° 59' 59"	N 42°50'53" E	377.39'
C16	780.00'	913.96'	67° 08' 11"	S 89°35'02" E	862.57'

GROSS AREA
81.789 acres
(3,562,713 sq. ft.)

GENERAL NOTES

- BEARINGS AND COORDINATES ARE GRID BASED ON THE "TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE" (2011) AS DETERMINED BY GPS OBSERVATIONS. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°44'30.24". ALL DISTANCES HAVE BEEN ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR IS 1.000155862863.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND/OR WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- BY SCALED MAP LOCATION, THE SUBJECT PROPERTY IS LOCATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND ZONE "X", AREAS OF 0.2% ANNUAL CHANCE FLOOD ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48121C0510G, EFFECTIVE DATE APRIL 18, 2011.
- CORNER MONUMENTATION: UPON COMPLETION OF STREET AND UTILITY CONSTRUCTION AND GRADING WORK, 5/8" IRON RODS WITH CAPS STAMPED "MMA" SHALL BE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE.
- ACCESS EASEMENTS: THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE IN, ALONG, UPON AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE TOWN OF BARTONVILLE, ITS AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON AND ACROSS SAID PREMISES.
- THE HOME OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTAINING THE DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT.

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, KNIGHT DEVELOPMENT GROUP LLC IS THE OWNER OF A TRACT OF LAND SITUATED IN THE A. M. FELTUS SURVEY, ABSTRACT NO. 1594 AND THE DANIEL COOK SURVEY, ABSTRACT NO. 230, DENTON COUNTY, TEXAS;

BEING AN 81.789 ACRE TRACT OF LAND SITUATED IN THE A. M. FELTUS SURVEY, ABSTRACT NO. 1594 AND THE DANIEL COOK SURVEY, ABSTRACT NO. 230, DENTON COUNTY, TEXAS, BEING PART OF A CALLED 183.72 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO KNIGHT DEVELOPMENT GROUP LLC, INC, AS RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 2023-50844, OFFICIAL RECORDS, DENTON COUNTY, TEXAS, (ORDCT), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A 1/2" IRON ROD IN CONCRETE FOUND (DISTURBED) FOR THE NORTHEAST CORNER OF SAID 183.72 ACRE TRACT, THE SOUTHEAST CORNER OF HAT CREEK ESTATES (LOT 1), AN ADDITION TO THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2017-260, PLAT RECORDS, DENTON COUNTY, TEXAS (PRDCT) AND IN THE WEST LINE OF A CALLED 99.8173 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO EDUCATION LEADS TO SUCCESS FOUNDATION, AS RECORDED IN INSTRUMENT NO. 2020-151501, ORDCT; THENCE SOUTH 00°30'01" EAST, WITH THE COMMON LINE OF SAID 183.72 ACRE TRACT AND SAID 99.8173 ACRE TRACT AND THE WEST LINE OF THE REMAINDER OF TRACT 2, A CALLED 202.506 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO PONCA CITY INN, INC, AS RECORDED IN INSTRUMENT NO. 2021-115693, ORDCT, A DISTANCE OF 926.45 FEET, TO A 5/8" CAPPED IRON ROD STAMPED 'MMA' SET FOR THE POINT OF BEGINNING;

THENCE WITH THE COMMON LINE OF SAID 183.72 ACRE TRACT AND THE WEST LINE OF SAID TRACT 2, THE FOLLOWING COURSES AND DISTANCE:

SOUTH 00°30'01" EAST, A DISTANCE OF 73.02 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;
SOUTH 00°08'16" EAST, A DISTANCE OF 1,578.94 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 183.72 ACRE TRACT, THE NORTHWEST CORNER OF LOT 20, GREEN OAKS ESTATES SECTION 1, AN ADDITION TO THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET B, PAGE 151, PLAT RECORDS, DENTON COUNTY, TEXAS (PRDCT) AND THE NORTHEAST CORNER OF A CALLED 29.997 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO STEALTH DEVELOPMENT, AS RECORDED IN INSTRUMENT NO. 2004-12198 ORDCT;

THENCE SOUTH 89°27'32" WEST, WITH THE SOUTH LINE OF SAID 183.72 ACRE TRACT, THE NORTH LINE OF SAID 29.997 ACRE TRACT, THE NORTH LINE OF A CALLED 10.00 ACRE TRACT DESCRIBED IN THE DEED TO CARRINGTON REVOCABLE TRUST, AS RECORDED IN INSTRUMENT 2004-57799, ORDCT, THE NORTH LINE OF LOT 2, ROSEBERRY FARM, AN ADDITION TO THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS, AS RECORDED IN CABINET E, PAGE 69, PRDCT, THE NORTH LINE OF A CALLED 4.997 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO JAMES & KATE WALSH LIVING TRUST, AS RECORDED IN INSTRUMENT NO. 2023-82712 ORDCT, A DISTANCE OF 2,168.74 FEET TO A 5/8" IRON ROD IN CONCRETE FOUND FOR THE NORTHWEST CORNER OF SAID 4.997 ACRE TRACT AND IN THE EAST RIGHT-OF-WAY LINE OF JETER ROAD EAST;

THENCE WITH THE SOUTH AND WEST LINE OF SAID 183.72 ACRE TRACT AND THE EAST AND NORTH RIGHT-OF-WAY LINE OF SAID JETER ROAD EAST, THE FOLLOWING COURSES AND DISTANCES:

NORTH 03°21'59" EAST, A DISTANCE OF 12.77 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;
SOUTH 89°30'32" WEST, A DISTANCE OF 91.68 FEET TO A 5/8" CAPPED IRON ROD STAMPED "MMA" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 183.72 ACRE TRACT, THE FOLLOWING COURSE AND DISTANCE AS FOLLOWS:

NORTH 00°29'28" WEST, A DISTANCE OF 1,045.07 FEET TO A 5/8" CAPPED IRON ROD STAMPED 'MMA' SET FOR CORNER;
NORTH 44°27'46" EAST, A DISTANCE OF 613.16 FEET TO A 5/8" CAPPED IRON ROD STAMPED 'MMA' SET FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET AND A CHORD WHICH BEARS NORTH 67°05'22" EAST, A DISTANCE OF 438.59 FEET;
IN A NORTHEASTERLY DIRECTION WITH SAID CURVE, TO THE RIGHT THROUGH A CENTRAL ANGLE OF 45°15'12", AN ARC LENGTH OF 450.20 FEET TO A 5/8" CAPPED IRON ROD STAMPED 'MMA' SET FOR THE END OF SAID CURVE TO THE RIGHT;
NORTH 89°42'58" EAST, A DISTANCE OF 1,430.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,562,713 SQUARE FEET OR 81.789 ACRES OF LAND, MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT KNIGHT DEVELOPMENT GROUP LLC, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS LOTS 1-4, BLOCK 1, KNIGHT'S CREST SUBDIVISION, AN ADDITION TO THE TOWN OF BARTONVILLE, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS AND EASEMENTS SHOWN THEREON. THE STREETS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED, FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT, NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE TOWN OF BARTONVILLE. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND TOWN OF BARTONVILLE'S USE THEREOF. THE TOWN OF BARTONVILLE AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE TOWN OF BARTONVILLE AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF BARTONVILLE, TEXAS
WITNESS, MY HAND, THIS THE ____ DAY OF _____, 2024
BY:

AUTHORIZED SIGNATURE OF OWNER

PRINTED NAME AND TITLE

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, OWNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

SURVEYOR'S CERTIFICATE

THAT I, LON E. WHITTEN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY DECLARE THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON AS SET WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE DEVELOPMENT ORDINANCE OF THE TOWN OF BARTONVILLE.

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Released for review by

LON E. WHITTEN DATE: JANUARY 8, 2024
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5893

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED LON E. WHITTEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

JANUARY 2024

PRELIMINARY PLAT
LOTS 1-4, BLOCK 1
**KNIGHT'S CREST
SUBDIVISION**

BEING 81.789 ACRES SITUATED IN THE A. M. FLETUS SURVEY, ABSTRACT NO. 1594 AND THE DANIEL COOK SURVEY, ABSTRACT NO. 230, BEING A PORTION OF A CALLED 183.72 ACRE TRACT OF LAND IN THE TOWN OF BARTONVILLE DENTON COUNTY, TEXAS

SURVEYOR/ENGINEER:



civil engineering surveying landscape architecture planning

lbpels registration number: 1 - 2759
lbpels registration/license number: 10088000
519 east border
arlington, texas 76010
817-469-1671
fax: 817-274-8757
www.mma1exas.com

OWNER/DEVELOPER:

**KNIGHT DEVELOPMENT
GROUP LLC**
4600 EDEN ROAD
ARLINGTON, TX 76001
TEL: 469-774-8172
email: rob@bc.us
CONTACT: ROB KNIGHT

CONTACT: JACOB SUMPTER, AICP
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SHEET 2 OF 2

MMA PROJECT NO. 3733-00-01



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider approval of an Ordinance amending Attachment “A” of Section 10 entitled “Rate Adjustment of the Exclusive Franchise Agreement for Solid Waste Collection authorizing an 5.3% CPI increase for solid waste and a 1.81% increase on the disposal and recycling processing on residential, commercial, and roll off services and providing an effective date.

SUMMARY:

On February 28, 2024, the Town received a request from Waste Connections for a rate increase effective June 1, 2024.

Jeff Collins, Site Manager, Waste Connections will be present to address questions from Council.

The Town Council selected Waste Connections as the exclusive solid waste hauler for solid waste services in the Town effective January 1, 2014. Pursuant to Section 10 of the Franchise Agreement, on the anniversary date of the agreement, the company shall have the right to increase the rates in accordance with the Consumer Price Index-Urban Consumers (CPI-U). Further, they can request a landfill disposal adjustment, due to an increase in disposal cost.

The company has been granted rate adjustments over the years as follows:

Rate Adjustments			
12/16/2014	Ordinance 574-14	1.78%	01/01/2015
01/17/2017	Ordinance 616-17	3%	02/01/2017
01/16/2018	Ordinance 627-18	4.20%	02/01/2018
02/19/2019	Ordinance 653-19	2.30%	03/01/2019
01/21/2020	Ordinance 679-20	2.30%	03/01/2020
05/18/2021	Ordinance 703-21	3%	06/01/2021
05/17/2022	Ordinance 726-22	9%	06/01/2022
04/18/2023	Ordinance 746-23	8.8%	06/01/2023

The requested increase represents a 5.3% CPI increase for solid waste and a 1.81% increase on disposal.

The current residential rate per home is \$13.31 for trash and \$8.14 for recycling. The new rates will be \$14.32 for trash and \$8.63 for recycling, a total of \$22.95, an increase of \$1.50.

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Move to approve an Ordinance amending Attachment "A" of Section 10 entitled "Rate Adjustment of the Exclusive Franchise Agreement for Solid Waste Collection authorizing an 5.3% CPI increase for solid waste and a 1.81% increase on the disposal and recycling processing on residential, commercial, and roll off services and providing an effective date.

ATTACHMENTS:

- Waste Connections Rate Increase Request
- New Rates as of June 1, 2024
- Draft Ordinance

RECEIVED

FEB 28 2024



WASTE CONNECTIONS INC.
Connect with the Future®

February 23rd, 2024
City of Bartonville
Attn: Honorable Mayor and Members of Council
1941 Jeter Rd
Bartonville, TX 76226

RE: Annual Rate Adjustment

Dear Honorable Mayor and Members of Council,

I am writing this letter on behalf of Waste Connections to express our sincere gratitude for the opportunity to serve the citizens and community of Bartonville. We are proud to have been the waste management and recycling partner for the town for the past 24 years and we value the relationship between Waste Connections and the City of Bartonville.

As per our contract with the city, we evaluate the cost every year based on the CPI-U (All urban consumer price index) and any landfill cost adjustments. We have enclosed the details of these adjustments for your reference. After careful review, Waste Connections is requesting a 5.3% increase per the attached index as well as a 1.81% increase for landfill cost increase.

This increase will take effect on June 1st, 2024, billing. We assure you that this increase is necessary to cover the rising costs of operations and to maintain the high-quality services that we have been providing to the town.

If you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 817-222-2221. We are committed to providing excellent customer service and we are always happy to address any concerns or queries that you may have.

Once again, we thank you for the continued partnership and support. We look forward to serving the City of Bartonville for many more years to come.

Best Regards,

Jeff Collins
Site Manager
Waste Connections of TX
Jeffrey.collins@wasteconnections.com

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS37ASA0, CUUSS37ASA0
Not Seasonally Adjusted
Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban
Area: Dallas-Fort Worth-Arlington, TX
Item: All items
Base Period: 1982-84=100
Years: 2023 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2023	281.117		284.862		287.133		288.006		291.001		293.591		287.974	284.846	291.103
2024	296.121														

Consumer Price Index for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUURS37ASA0, CUUSS37ASA0

Not Seasonally Adjusted

Series Title: All items in Dallas-Fort Worth-Arlington, TX, all urban

Area: Dallas-Fort Worth-Arlington, TX

Item: All items

Base Period: 1982-84=100

Years: 2023 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2023	7.5		5.8		4.7		4.0		4.6		5.2		5.2	5.7	4.6
2024	5.3														

Residential	
Monthly Tonnage	58.89
Prior Rate/Ton - Denton	\$ 35.52
Total Disposal Cost	\$ 2,091.70
Monthly Tonnage	58.89
Current Rate/Ton - Denton	\$ 37.01
Total Disposal Cost	\$ 2,179.44
Variance	\$ 87.74
Monthly Revenue	\$ 12,518.00
LF Cost Adjustment	0.70%
Disposal Pass-Through PI Dollars	\$ 87.74

Tons	356.94
Pre Cost	\$ 12,841.81
Post Cost	\$ 13,474.96
Variance	\$ 633.15
Revenue	\$ 34,992.00
PI	1.81% Letter increase for Disposal Pass Through

Commercial	
Monthly Tonnage	95.63
Prior Rate/Ton - Denton	\$ 35.52
Total Disposal Cost	\$ 3,396.71
Monthly Tonnage	95.63
Current Rate/Ton - Denton	\$ 37.01
Total Disposal Cost	\$ 3,539.19
Variance	\$ 142.49
Monthly Revenue	\$ 14,324.00
LF Cost Adjustment	0.99%
Disposal Pass-through PI Dollars	\$ 142.49

Roll Off	
Monthly Tonnage	182.44
Prior Rate/Ton - Denton	\$ 35.52
Total Disposal Cost	\$ 6,480.09
Monthly Tonnage	182.44
Current Rate/Ton - Denton	\$ 37.01
Total Disposal Cost	\$ 6,751.92
Variance	\$ 271.83
Monthly Revenue	\$ 8,150.00
LF Cost Adjustment	3.34%
Disposal Pass Through PI Dollars	\$ 271.83

Total RO Pass-Thru	
Tons	202.42
Pre Cost	\$ 7,353.40
Post Cost	\$ 7,756.32
Variance	\$ 402.92
Revenue	\$ 8,150.00
RO PI	4.94%

Roll Off	
Monthly Tonnage	19.98
Prior Rate/Ton - Minnis	\$ 43.70
Total Disposal Cost	\$ 873.31
Monthly Tonnage	19.98
Current Rate/Ton - Minnis	\$ 50.26
Total Disposal Cost	\$ 1,004.40
Variance	\$ 131.10
Monthly Revenue	\$ 8,150.00
LF Cost Adjustment	1.61%
Disposal Pass Through PI Dollars	\$ 131.10



WASTE CONNECTIONS LONE STAR, INC.

802 Topeka Justin ,TX 76247

Contact: Jeffrey Collins

Phone: 940-648-3902

Town of BARTONVILLE

RATE SHEET

Effective: June 2024

Single-Family Residential Unit Services - (1) Roll-Out: \$14.32 per month, per Single-Family Residential Unit

Additional Roll-Out: \$7.82 per month, per additional Roll-Out, per Single-Family Residential Unit

Optional Recycling: Single-Family Residential Units - (1) Recycling Container: \$8.63 per month, per Single-Family Residential Unit

Senior Citizen Recycling Rate* - (1) Recycling Container: \$7.05 per month, per Single-Family Residential Unit*

*Senior Citizen Recycling Rate applies to a Single-Family Residential Unit located within the Town whose head of the household is 65 years of age or older.

MONTHLY CHARGES FOR COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNITS

CONTAINER SIZE	Lifts Per Week					Price for Each Additional Lift
	1	2	3	4	5	Extra-Lifts
2 Cubic Yd	\$110.06	\$208.71	\$285.75	\$380.96	\$476.20	\$48.81
3 Cubic Yd	\$123.36	\$242.86	\$319.76	\$429.32	\$536.67	\$58.52
4 Cubic Yd	\$149.89	\$271.34	\$352.78	\$486.48	\$604.40	\$78.05
6 Cubic Yd	\$174.59	\$332.04	\$446.89	\$571.12	\$710.18	\$92.02
8 Cubic Yd	\$193.05	\$357.30	\$535.79	\$713.92	\$743.58	\$101.77

FRONT LOAD COMPACTOR RATES

	HAUL	RENTAL
6 Cubic Yd	\$94.77 per haul	Negotiable
8 Cubic Yd	\$116.90 per haul	Negotiable

Containers with Locks

\$4.02 per collection, per container

Containers with Casters

\$7.83 per collection, per container

Containers with Gates

\$6.23 per collection, per container

CONTAINER ROLL OFF OPEN TOPS RATE SCHEDULE

CONTAINER SIZE	HAUL	DISPOSAL*	DELIVERY	DAILY RENT	DISPOSAL**
20 Cubic Yd	\$407.94 per haul	\$55.20 per ton	\$200.12 per delivery	\$7.70 per day	\$69.35 per ton
30 Cubic Yd	\$407.94 per haul	\$55.20 per ton	\$200.12 per delivery	\$7.70 per day	\$69.35 per ton
40 Cubic Yd	\$407.94 per haul	\$55.20 per ton	\$200.12 per delivery	\$7.70 per day	\$69.35 per ton

*Per ton disposal fee for each of the first ten (10) tons of Solid Waste disposed of in a load

**Disposal fee for each ton of Solid Waste disposed of in excess of ten (10) tons in any load

CONTAINER TEMPORARY DUMPSTER SERVICES

CONTAINER SIZE	HAUL	DAILY RENT	DELIVERY
6 Cubic Yd	\$152.24 per haul	\$2.65 per day	\$66.23 per delivery
8 Cubic Yd	\$152.24 per haul	\$2.65 per day	\$66.23 per delivery

Franchise Fees:

Residential: 6% Franchise Fee

Commercial: 6% Franchise Fee

Roll-Off/Compactor: 6% Franchise Fee

* All rates are inclusive of all franchise and billing fees

* Rates do not include any Sales Tax

* Rates do not include any Fuel Surcharges

#

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE XXX-24**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING ATTACHMENT "A" OF SECTION 10, ENTITLED "RATE ADJUSTMENT" OF THE EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND RECYCLABLE MATERIALS IN THE TOWN OF BARTONVILLE, TEXAS, ADOPTED BY ORDINANCE 555-13, AUTHORIZING A 5.3% CPI INCREASE IN SOLID WASTE DISPOSAL RATES AND A 1.81% INCREASE IN LANDFILL COST RATES FOR RESIDENTIAL AND COMMERCIAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bartonville, Texas is a type "A" General Law Municipality located in Denton County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the collection of municipal solid waste is a governmental function performed for protection of the public health, safety, and general welfare; and

WHEREAS, the Town Council of the Town of Bartonville, Texas ("Town Council"), adopted Ordinance No. 555-13 providing for an exclusive franchise for residential and commercial solid waste collection and recycling services to Progressive Waste Solutions in the Town of Bartonville; and

WHEREAS, the successor-in-interest to Progressive Waste Solutions is Waste Connections; and

WHEREAS, Pursuant to Section 10 of the Franchise Agreement, entitled "Rate Adjustment," Waste Solutions is entitled to request an increase in the rates charged to the Town for solid waste collection services on each anniversary date of the Agreement; and

WHEREAS, the Town Council adopted Ordinance No. 574-14 on December 16, 2014, providing for a small rate adjustment; and

WHEREAS, the Town Council adopted Ordinance No. 616-17 on January 17, 2017, providing for a 3% rate adjustment; and

WHEREAS, the Town Council adopted Ordinance No. 627-18 on January 16, 2018, providing for a 4.2% rate adjustment; and

WHEREAS, the Town Council adopted Ordinance No. 653-19 on February 19, 2019, providing for a 2.3% rate adjustment; and

#

WHEREAS, the Town Council adopted Ordinance No. 679-20 on January 21, 2020, providing for a 2.3% rate adjustment in solid waste and a 2.5% rate adjustment in the disposal and recycling; and

WHEREAS, the Town Council adopted Ordinance No. 703-21 on May 18, 2021, providing for a 3% rate adjustment; and

WHEREAS, the Town Council adopted Ordinance No. 726-22 on May 17, 2022, providing for a 9% rate adjustment; and

WHEREAS, the Town Council adopted Ordinance No. 746-23 on April 18, 2023, providing for a 8.8% CPI increase in solid waste disposal rates and 3.88% increase in the disposal rates for residential and commercial services; and

WHEREAS, Waste Connections has presented a proposed 5.3% CPI increase in solid waste disposal rates and a 1.81% for landfill cost increase for residential and commercial services as set forth in Exhibit "A" attached to this Ordinance; and

WHEREAS, the Town Council has reviewed the proposed rate adjustment and has agreed that the adjustment is fair and reasonable and, by this Ordinance, wishes to provide for an amendment to the Agreement in order to permit the imposition of such adjustment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, THAT:

SECTION 1.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2.

Section 10 of the Agreement entitled "Rate Adjustment" is hereby amended and, effective with services to be provided beginning on June 1, 2024, the rates for residential and commercial services provided by Waste Connections shall be in accordance with the rates and fees set forth more particularly on Exhibit "A" attached hereto.

SECTION 3.

This Ordinance shall in no manner amend, change, supplement or revise any other terms or conditions of the Agreement as approved by Ordinance No. 555-13.

SECTION 4.

This Ordinance shall be cumulative of all provisions of Ordinances of the Town of Bartonville, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 5.

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6.

All rights and remedies of the Town of Bartonville are expressly saved as to any and all violations of the provisions of any Ordinances affecting solid waste collection and recycling, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The Town Secretary of the Town of Bartonville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the Town Council of the Town of Bartonville and by filing this Ordinance in the Ordinance records of the Town.

SECTION 8.

The Town Secretary of the Town of Bartonville is hereby directed to publish in the Official Newspaper of the Town of Bartonville the Caption and the Effective Date of this Ordinance for two (2) days.

SECTION 9.

This Ordinance shall take effect and be in full force from and after its passage and publication.

AND IT SO ORDAINED.

DULY PASSED AND APPROVED by the Town Council of the Town of Bartonville, Texas, on the 19th day of February 2024.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary

EXHIBIT A

Residential	
Monthly Tonnage	58.89
Prior Rate/Ton -Denton	\$ 35.52
Total Disposal Cost	\$ 2,091.70
Monthly Tonnage	58.89
Current Rate/Ton - Denton	\$ 37.01
Total Disposal Cost	\$ 2,179.44
Variance	\$ 87.74
Monthly Revenue	\$ 12,518.00
LF Cost Adjustment	0.70%
Disposal Pass-Through PI Dollars	\$ 87.74

Tons	356.94
Pre Cost	\$ 12,841.81
Post Cost	\$ 13,474.96
Variance	\$ 633.15
Revenue	\$ 34,992.00
PI	1.81% Letter increase for Disposal Pass Through

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Total Disposal Cost	\$ 3,396.71
Monthly Tonnage	95.63
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Total Disposal Cost	\$ 3,539.19
Variance	\$ 142.49
Monthly Revenue	\$ 14,324.00
LF Cost Adjustment	0.99%
Disposal Pass-through PI Dollars	\$ 142.49

Roll Off	
Monthly Tonnage	182.44
Prior Rate/Ton - Denton	\$ 35.52
Total Disposal Cost	\$ 6,480.09
Monthly Tonnage	182.44
Current Rate/Ton - Denton	\$ 37.01
Total Disposal Cost	\$ 6,751.92
Variance	\$ 271.83
Monthly Revenue	\$ 8,150.00
LF Cost Adjustment	3.34%
Disposal Pass Through PI Dollars	\$ 271.83

Total RO Pass-Thru	
Tons	202.42
Pre Cost	\$ 7,353.40
Post Cost	\$ 7,756.32
Variance	\$ 402.92
Revenue	\$ 8,150.00
RO PI	4.94%

Roll Off	
Monthly Tonnage	19.98
Prior Rate/Ton - Minnis	\$ 43.70
Total Disposal Cost	\$ 873.31
Monthly Tonnage	19.98
Current Rate/Ton - Minnis	\$ 50.26
Total Disposal Cost	\$ 1,004.40
Variance	\$ 131.10
Monthly Revenue	\$ 8,150.00
LF Cost Adjustment	1.61%
Disposal Pass Through PI Dollars	\$ 131.10



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discuss and consider approval of an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.02, "Traffic Control Devices" and providing an effective date.

SUMMARY:

During a review of the Town's stop sign locations listed within the code of ordinances, the following locations need to be amended and added due to the new subdivisions that have developed over the past 20 months:

(41) Dove Creek Road/Hat Creek Drive x 4.

...

(44) McMakin/High Meadow.

(45) IT Neely/Romero.

(46) Romero/Brian.

(47) Brian/Kentucky Derby.

(48) Kentucky Derby/Clydesdale.

(49) Kentucky Derby/Pitner.

(50) Vera/Clydesdale.

(51) Jefferson/Clydesdale.

(52) Clydesdale/FM 407.

(53) Hat Creek/Ginger's Way.

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Move to approve an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.02, "Traffic Control Devices" and providing an effective date.

ATTACHMENTS:

- Draft Ordinance

**TOWN OF BARTONVILLE
ORDINANCE NO. XXX-24**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 12, "TRAFFIC AND VEHICLES," ARTICLE 12.02, "TRAFFIC-CONTROL DEVICES"; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bartonville, Texas, is a Type A General Law Municipality located in Denton County, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town of Bartonville, Texas, is a general law municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the Town; and

WHEREAS, the Town is authorized by Chapters 542, 544 and 545 of the Texas Transportation Code to regulate traffic by police officers or traffic-control devices, to designate street intersections as a stop intersection, to place and maintain traffic-control devices on Town streets, and to erect signs giving notice of such traffic-control determinations in the Town; and

WHEREAS, the Town Council of the Town of Bartonville has determined that it is in the best interest of the health, safety, and welfare of its citizens to amend the Town Code of Ordinances and designate additional stop sign traffic-control devices in the reasonable exercise of the Town's police power.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, THAT:

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct legislative determinations and are incorporated herein and made a part hereof for all purposes.

**SECTION 2.
AMENDMENT OF ARTICLE 12.02**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.02, entitled "Traffic-Control Devices," is hereby amended by modifying the Stop Sign provisions in § 12.02.003(a), "Locations," as follows:

“Article 12.02 TRAFFIC-CONTROL DEVICES

* * *

Sec. 12.02.003 Stop signs.

(a) Locations. Stop signs are authorized and shall be erected and maintained by the town at the following locations:

...

(41) Dove Creek Road/Hat Creek Drive x 4.

...

(44) McMakin/High Meadow.

(45) IT Neely/Romero.

(46) Romero/Brian.

(47) Brian/Kentucky Derby.

(48) Kentucky Derby/Clydesdale.

(49) Kentucky Derby/Pitner.

(50) Vera/Clydesdale.

(51) Jefferson/Clydesdale.

(52) Clydesdale/FM 407.

(53) Hat Creek/Ginger's Way.”

**SECTION 3.
SEVERABILITY**

It is hereby declared to be the intention of the Town Council of the Town of Bartonville, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 4.
SAVINGS**

An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Town of Bartonville Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

**SECTION 5.
ENGROSS AND ENROLL**

The Town Secretary of the Town of Bartonville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the Town Council of the Town of Bartonville and by filing this Ordinance in the Ordinance records of the Town.

**SECTION 6.
PUBLICATION**

The Town Secretary of the Town of Bartonville is hereby directed to publish in the Official Newspaper of the Town of Bartonville the Caption and the Effective Date of this Ordinance for two (2) days.

**SECTION 7.
EFFECTIVE DATE**

This Ordinance shall be in full force and effect upon passage and publication of its caption, as the law in such cases provides.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Bartonville, Texas, on this the 19th day of March 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Kirk Riggs, Chief of Police

AGENDA ITEM: Discuss and consider approval of an Ordinance amending the Crime Control and Prevention District Budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, and providing an effective date.

SUMMARY:

On Wednesday, February 28, 2024, the Bartonville Crime Control and Prevention District Board was presented with two requests for budget amendments due to unforeseen departmental needs, totaling \$31,000.

The first item was concerning police Unit 996 experiencing engine issues, prompting its assessment at Christian Brothers Automotive. During the inspection, technicians detected metal shards in the oil that had disseminated throughout the engine manifold. The suggestion was to either replace the entire engine and fuel injectors or retire the vehicle entirely. It was determined to proceed with engine replacement instead of retiring the vehicle.

The second item pertained to the in-car Panasonic CF-31 Toughbook, which surpassed their intended lifespan and factory warranty. We have observed a decline in their performance, particularly in the GPS tracking feature, raising safety concerns for our officers. The CCPD board has voted in favor of approving the expenditure for both the replacement engine and the replacement of these computers.

FISCAL INFORMATION:

Revenues

Transfer from Fund Balance	\$ 31,000.00
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Expenditures

	\$ 31,000.00
900-20-5753 Vehicle Maintenance*	\$ 16,000.00
900-20-6400 Squad Car Accessories	\$ 15,000.00

* New Account Code created by approval of this budget amendment.

RECOMMENDED MOTION OR ACTION:

Motion to approve Ordinance amending the Crime Control and Prevention District Budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, and providing an effective date.

ATTACHMENTS:

- Draft Ordinance

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. XXX-24**

FISCAL YEAR 2023-2024 BUDGET AMENDMENT #1

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, AS ADOPTED BY ORDINANCE NO. 735-22; AND AMENDED BY ORDINANCES 756-23 BY PROVIDING FOR ADJUSTMENTS TO THE BARTONVILLE CRIME CONTROL AND PREVENTION DISTRICT FUND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; PROVIDING SAVINGS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES OF THE TOWN BARTONVILLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bartonville, Texas, (the "Town") is a Type A General Law Municipality located in Denton County, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, an annual budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, was duly created, and adopted by the Bartonville Town Council in accordance with Title Four (4), Chapter 102., Sections 102.002 and 102.003 of the Texas Local Government Code; and

WHEREAS, said Annual Budget was adopted by Ordinance 756-23 on September 19, 2023; and

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, THAT:

SECTION 1.

The Annual Budget of the Town of Bartonville, Texas, for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, as heretofore adopted by Ordinance No. 756-23 is hereby amended to provide for adjustments to the Bartonville Crime Control and Prevention District Fund, as described below and incorporated herein, and expenditures for the fiscal year shall be made in accordance with said Annual Budget, as amended.

**TOWN OF BARTONVILLE
BUDGET AMENDMENT #1
FISCAL YEAR 2023-2024
March 19, 2024**

BARTONVILLE CRIME CONTROL AND PREVENTION DISTRICT

Revenues

Transfer from Fund Balance	\$	31,000.00
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Expenditures

	\$	31,000.00
900-20-5753 Vehicle Maintenance*	\$	16,000.00
900-20-6400 Squad Car Accessories	\$	15,000.00

* New Account Code created by approval of this budget amendment.

SECTION 2.

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 3.

This Ordinance shall be cumulative of all provisions of Ordinances of the Town of Bartonville, Texas except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the Town Council of The Town of Bartonville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5.

All rights and remedies of the Town of Bartonville are expressly saved as to any and all violations of the provisions of any Ordinances affecting budgets, budget approval, adoption,

and/or amendments which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

The Town Secretary of the Town of Bartonville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the Town Council of the Town of Bartonville and by filing this Ordinance in the Ordinance records of the Town.

SECTION 7.

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by a vote of _____ to _____, this the 19th day of March 2024.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary

State of Texas §
County of Denton §

Before me, Shannon Montgomery, a Notary Public in and for said County and State, on this day personally appeared Jaclyn Carrington, Mayor of the Town of Bartonville, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of the office this the 19th day of March 2024.

Shannon Montgomery,
Notary



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider a Resolution cancelling the May 4, 2024 General Election and accepting the Certification of Unopposed Candidates.

SUMMARY:

In accordance with State Law, the May 4, 2024 General Election was ordered for the purpose of electing a Mayor and two Council Members, Place 2 and 4.

The filing deadline for a place on the ballot (Friday, February 16, 2024) and declaration of write-in candidacy (Tuesday, February 20, 2024) has passed and each candidate is unopposed. Title 1, Chapter C, Subsection C, Section 2.053 of the Texas Election Code authorizes the governing body of a political subdivision, by order, to declare each unopposed candidate elected and cancel the election.

As the authority responsible for having the official ballot prepared, I have posted the Certification of Unopposed Candidates for the May 4, 2024, General Election and ask that the Town Council cancel the upcoming Town of Bartonville May 4, 2024 General Election.

Per State Law, the newly elected candidates cannot take office until the regular canvassing period has taken place. The newly elected members will be issued a Certificate of Election and take their Oath of Office at the May 21, 2024 Regular Meeting.

FISCAL INFORMATION: N/A

RECOMMENDED MOTION OR ACTION:

Motion to approve the Resolution cancelling the May 4, 2024 General Election and to accept the Certification of Unopposed Candidates.

ATTACHMENTS:

- Resolution Cancelling the May 4, 2024 General Election
- Certification of Unopposed Candidates

**TOWN OF BARTONVILLE, TEXAS
RESOLUTION NO. 2024-XX**

AN RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS CANCELLING THE MAY 4, 2024, GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING THAT THIS RESOLUTION SHALL BE CUMULATIVE OF ALL RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bartonville, Texas ("Town") is a Type A General Law Municipality located in Denton County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, in accordance with law a General Election has been ordered for May 4, 2024, for the purpose of electing a Mayor and Town Council Members Place 2, and Place 4 to serve on the Town Council of the Town of Bartonville; and

WHEREAS, the Town Secretary has certified in writing that each candidate on the ballot is unopposed for election to office (Exhibit A); and

WHEREAS, the filing deadlines for placement on the ballot has passed; and

WHEREAS, in these circumstances Subchapter C of Chapter 2 of the Election Code authorizes a governing body to declare each unopposed candidate elected to office and to cancel the election.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS:

SECTION 1.

The following candidates, who are unopposed in the May 4, 2024 General Election are hereby declared elected to office, and shall be issued a certificate of election following the time the election would have been canvassed:

Office(s)	Candidate(s)
Mayor	Jaclyn Carrington
Council Member, Place 2	Matt Chapman
Council Member, Place 4	Keith Crandall

SECTION 2.

The May 4, 2024, General Election is hereby cancelled, and the Town Secretary is directed to cause a copy of an Order of Cancellation (Exhibit B) to be posted on Election Day at each polling place that would have been used in the election.

SECTION 3.

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this resolution are severable, and if any phrase, clause sentence, paragraph or section of this resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this resolution, since the same would have been enacted by the Town Council without the incorporation in this resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE THIS
THE 19TH DAY OF MARCH 2024.**

APPROVED:

ATTEST:

Jaclyn Carrington, Mayor

Shannon Montgomery, TRMC, Town Secretary

EXHIBIT A

**CERTIFICATION OF UNOPPOSED CANDIDATES
FOR OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

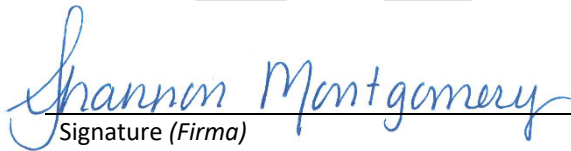
As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on **May 4, 2024**.

*Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el **4 de mayo de 2024**.*

List offices and Names of Candidates:

Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Mayor	Jaclyn Carrington
Council Member, Place 2	Matt Chapman
Council Member, Place 4	Keith Crandall


Signature (Firma)

Shannon Montgomery

Printed name (Nombre en letra de molde)



Town Secretary

Title (Puesto)

March 5, 2024

Date of signing (Fecha de firma)

EXHIBIT B**TOWN OF BARTONVILLE, TEXAS
ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN**

The **Town of Bartonville, Texas** hereby cancels the election scheduled to be held on **May 4, 2024**, in accordance with Section 2.053(a) of the Texas Election Code.

El Town of Bartonville, Texas por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 4 de mayo de 2024 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas.

The following candidates have been certified as unopposed and are hereby elected as follows:

Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Office(s) Cargo(s)	Candidate(s) Candidato(s)
Mayor (<i>Alcaldesa</i>)	Jaclyn Carrington
Council Member, Place 2 (<i>Miembro del Consejo, Lugar 2</i>)	Matt Chapman
Council Member, Place 4 (<i>Miembro del Consejo, Lugar 4</i>)	Keith Crandall

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Jaclyn Carrington, Mayor (*Alcaldesa*)

(Seal) (*sello*)

Shannon Montgomery, Town Secretary
(*Secretaria de pueblo*)

March 19, 2024

Date of Adoption (*Fecha de adopción*)



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Kirk Riggs, Chief of Police

AGENDA ITEM: Discuss and consider an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville for Shared Governance Communications & Dispatch Services System for Fiscal Year 2024-2025 in an amount not to exceed \$8,038.00; and authorize the Town Administrator and Chief of Police to execute same on behalf of the Town.

SUMMARY:

The agenda item under consideration pertains to an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville for Shared Governance Communications & Dispatch Services System for Fiscal Year 2024-2025. The agreement proposes a collaboration between Denton County and Bartonville to provide communication and dispatch services within the region.

Denton County Communication Center has been providing emergency telecommunications and dispatch services for the Bartonville Police Department since 2007. Effective communication and dispatch systems are vital for ensuring timely responses to emergencies and maintaining public safety.

Bartonville, like many municipalities, recognizes the importance and cost-savings of utilizing Denton County Communication Center to deliver communication services to their communities. Through this agreement with Denton County, Bartonville ensures the continued handling of 9-1-1 calls for service as well as non-emergency calls, facilitating efficient and reliable communication support.

The proposed agreement outlines the terms and conditions under which Denton County and Bartonville will cooperate in the provision of shared governance communications and dispatch services. It includes provisions regarding the allocation of responsibilities, cost calculations, and other pertinent details.

The financial aspect of the agreement specifies a not-to-exceed amount of \$8,038.00 for the fiscal year 2024-2025. This allocation is intended to cover the costs associated with the shared governance communications and dispatch services provided by Denton County.

Approval to authorize the Town Administrator and Chief of Police to execute the agreement on behalf of Bartonville. This delegation of authority ensures the efficient implementation and management of the agreement while adhering to established protocols and procedures.

FISCAL INFORMATION:

Fiscal Year 2024-2025 Budget
 Amount: \$8,038.00
 GL Account: 100-20-5204 Contracts

RECOMMENDED MOTION OR ACTION:

Move to approve Interlocal Cooperation Agreement between Denton County and the Town of Bartonville for Shared Governance Communications & Dispatch Services System for Fiscal Year 2024-2025 in an amount not to exceed \$8,038.00; and authorize the Town Administrator and Chief of Police to execute same on behalf of the Town.

ATTACHMENTS:

- Interlocal Cooperation Agreement

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
 SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Bartonville Police Department
--

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2024** and ending on **September 30, 2025**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four

(24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
- 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Bartonville Police Department
Contact Person	Thad Chambers, Town Administrator
Address	1941 E. Jeter Road
City, State, Zip	Bartonville, TX 76226
Telephone	817-693-5287
Email	tchambers@townofbartonville.com

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. **CURRENT FUNDS.** All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. **DISPATCH & COMMUNICATION RECORDS.** The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

 Andy Eads, County Judge
 Denton County Commissioners Court
 1 Courthouse Drive, Ste 3100
 Denton, Texas 76208
 (940)349-2820

 Thad Chambers, Town Administrator
 Town of Bartonville
 1941 E. Jeter Road
 Bartonville, TX 76226
 817-693-5280

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____
 Approved by Town Council

Approved as to content:

Approved as to content:

 Denton County Sheriff's Office

 Kirk Riggs, Chief of Police

Approved as to form:

Approved as to form:

 Assistant District Attorney
 Counsel to the Sheriff

 Attorney for Agency

2024-25 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet/Invoice

Agency:	Bartonville Police Department
Payment Contact Person:	Chief Kirk Riggs and/or Thad Chambers, Town Administrator
Phone Number:	817-693-5280
Email:	kriggs@townofbartonville.com or tchambers@townofbartonville.com
Address:	1941 E. Jeter Rd
City, State, Zip	Bartonville, TX 76226
AGENCY TOTAL AMOUNT DUE	\$8,038.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options

Agency MUST
Select One
Payment Option

1	<input type="checkbox"/>	One Annual Payment (100%)
2	<input type="checkbox"/>	Two Payments (50%)
3	<input type="checkbox"/>	Four Payments (25%)
4	<input type="checkbox"/>	Twelve Monthly Payments
5	<input type="checkbox"/>	Other Payment Option

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2024-2025

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Town of Bartonville Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Kirk Riggs**

Title: **Chief of Police**

Date: _____



TOWN COUNCIL COMMUNICATION

DATE March 19, 2024

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider approval of an Interlocal Cooperation Agreement with the Texas Department of Public Safety to participate in the state's "Failure to Appear Program" and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Town Council has been participating in the Texas Department of Public Safety's (TDPS) "Failure to Appear Program" for over ten years. This agreement allows the TDPS to offer a solution to serve the political subdivisions by denying the renewal of a driver license for failure to appear or failure to pay or satisfy a judgement ordered by a court.

The contract has been revised to incorporate changes that occurred in the 88th Legislative Session, consisting of:

- Changes to language and restructuring of the original Interlocal Cooperation Contract (ICC) to provide clarity regarding the specific responsibilities held by each party.
- Including of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

FISCAL INFORMATION:

Fee is paid through collected court fines.

RECOMMENDED MOTION OR ACTION:

Move to approve an Interlocal Cooperation Agreement with the Texas Department of Public Safety to participate in the state's "Failure to Appear Program" and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

- Interlocal Cooperation Contract



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov

RECEIVED

FEB 02 2024



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

Item F8.

January 29, 2024

BARTONVILLE MUNICIPAL COURT
1941 E JETER RD
BARTONVILLE, TX 76226

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of Denton

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Municipal Court of the ~~[City or County]~~ of Bartonville (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: <i>Andrea Carpenter, Court Clerk</i>	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address: <i>1941 E Jeter Rd</i>	
Address: <i>Bartonville, TX</i>	
Fax: <i>817-491-6367</i>	
Email: <i>acarpenter@townofbartonville.com</i>	
Phone: <i>817-693-5280</i>	

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.