



TOWN COUNCIL BUDGET WORKSHOP AND REGULAR MEETING AGENDA

June 18, 2024 at 6:00 PM

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

A. CALL BUDGET WORKSHOP TO ORDER - 6:00 PM

B. BUDGET WORKSHOP SESSION

1. Discuss and provide direction on Town Council priorities related to the FY2024-2025 Budget.
2. Discuss and provide direction on the Proposed Tax Rate related to FY2024-2025 Budget.

C. ADJOURN BUDGET WORKSHOP

D. CALL REGULAR SESSION TO ORDER - 6:30 PM

E. PLEDGE OF ALLEGIANCE

F. 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.

G. PRESENTATIONS

1. Issue Certificates of Election, Statement of Elected Official, and provide the Oath of Office to newly elected Officials.
2. Recognition of Bartonville Police Department Lieutenant Promotion and Badge Pinning.

H. APPOINTED REPRESENTATIVE/LIAISON REPORTS

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

I. 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 May 21, 2024, Regular Meeting Minutes.

J. PUBLIC HEARINGS AND REGULAR ITEMS

1. Conduct a Public Hearing, discuss and consider 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 change the zoning designation from Agriculture (A) to Residential Estates 2 (RE-2) on a 12-acre tract or parcel of land identified as Lot 1R & Lot 2R, Block A, J. Burke Survey, Abstract No. 42, in the Town of Bartonville, Denton County, Texas. The subject property is located on the southeast corner of Broome Road and Porter Road in Bartonville, Texas. The applicant is McAdams, representing property owners Rusty and Martha Rice. [Town of Bartonville ZC-2024-001.] ***(The Planning & Zoning Commission recommended approval by a vote of 5-0 at its June 5, 2024, meeting.)***
2. Conduct a Public Hearing, discuss and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit “A,” Exhibit C and Chapter 19 (Accessory Building and Use Regulations), to permit the installation and operation of Recycling Collection Bins in the Town of Bartonville. The applicant is Filip Filipov, representing Texas Green Team. [Town of Bartonville ZC-2024-002.] ***(The Planning & Zoning Commission recommended denial by a vote of 5-0 at its June 5, 2024, meeting.)***
3. Discuss and consider a Resolution to approve a purchase agreement for two new police vehicles, with the purchase agreement to begin Fiscal Year 2024-2025 and end Fiscal Year 2026-2027; not to exceed \$58,314 annually.
4. Discuss and consider a Resolution appointing new member(s) to the Bartonville Community Development Corporation.
5. Discuss and consider a Resolution voting for Jim Carter to the Denco Area 9-1-1 District Board of Managers.
6. Discussion on renewing the solid waste franchise agreement with Waste Connections or directing staff to proceed with request for proposals.
7. Receive an update on bar ditches/drainage.

K. 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 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding legal issues related to the Town’s Extraterritorial Jurisdiction (ETJ), issues related to the Furst Ranch Development, and any and all legal issues related thereto.

3. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding legal issues related to the regulation of Short Term Rentals and any and all legal issues related thereto.
4. Section 551.074 Personnel Matters to deliberate and consider the appointment and employment of a public officer or employee; to wit: Mayor Pro Tem.

L. RECONVENE OPEN MEETING

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

M. FUTURE ITEMS

N. 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, June 14, 2024 prior to 4:00 PM

Agenda Removed from Town of Bartonville Bulletin Board on: _____

By: _____, Title: _____



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discuss and provide direction on Town Council priorities related to the FY 2024-2025 Budget.

SUMMARY:

This work session is intended to be an open discussion regarding Town Council's budget priorities for the next fiscal year starting October 1, 2024.

This can include both revenue and expense items as well as any new projects or improved services that you would like to fund next fiscal year.

The priorities that are identified during this discussion will provide staff with helpful guidance and direction as we begin to prepare the FY 2024-2025 budget.

These items have been mentioned as possible topics, but they are only intended to spur thought and discussion:

- Continued Safety Focus
 - Streets
 - Visibility
 - Traffic
 - Policing
- Fee Schedule
- Special Events



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discuss and provide direction on the Proposed Tax Rate related to FY2024-2025 Budget.

SUMMARY:

Town Council direction is being requested to assist in making revenue projections for the 2024-2025 Budget. The tax rates per \$100 valuation for the past five years have been:

2023-2024: \$0.173646

2022-2023: \$0.173646

2021-2022: \$0.173646

2020-2021: \$0.192940

2019-2020: \$0.192940



TOWN COUNCIL COMMUNICATION

DATE: June 18, 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 – May 2024.

ATTACHMENTS:

- Monthly Report

Denton County

ESD No. 1

Monthly Report



Monthly Activity Report

MAY

2024



Denton County ESD No. 1

MAY 2024

Table of Contents

Basic Analytics	Page
DCESD 1 Personnel	3
Incident Counts	4-5
Municipality Volume	6
Response Times – 90 th Percentile and Average Response Times	7
Community Outreach Events & Fire Inspection Reports & Training Division	8



Denton County ESD No. 1

MAY 2024

DCESD1 Personnel

Operations

Captains	9
Apparatus Operators (Engineers)	9
Full-Time Firefighters (active)	27
Part-Time Employees (active)	9
Injuries/light duty/inactive	3
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

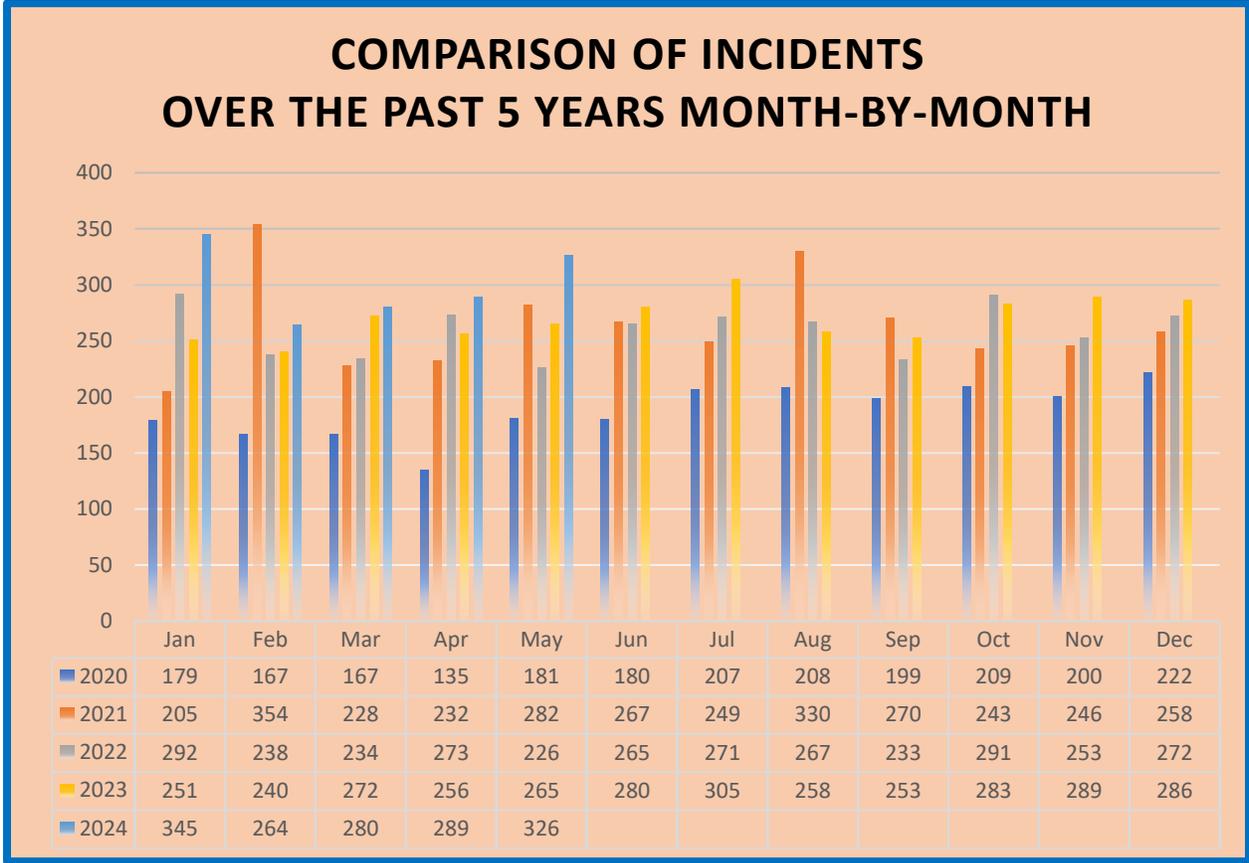
Sworn Staff	60
Civilians	2
Operational Volunteers	4
Department Total	66



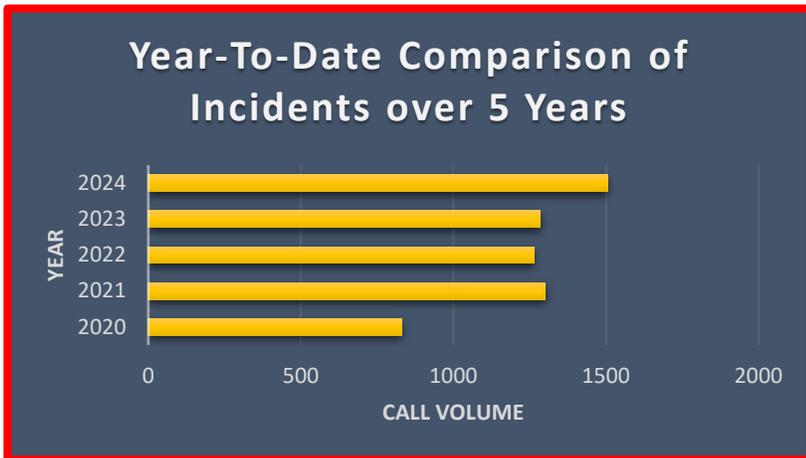
Denton County ESD No. 1

MAY 2024

DCESD Total Incident Count



Year-to-Date Totals



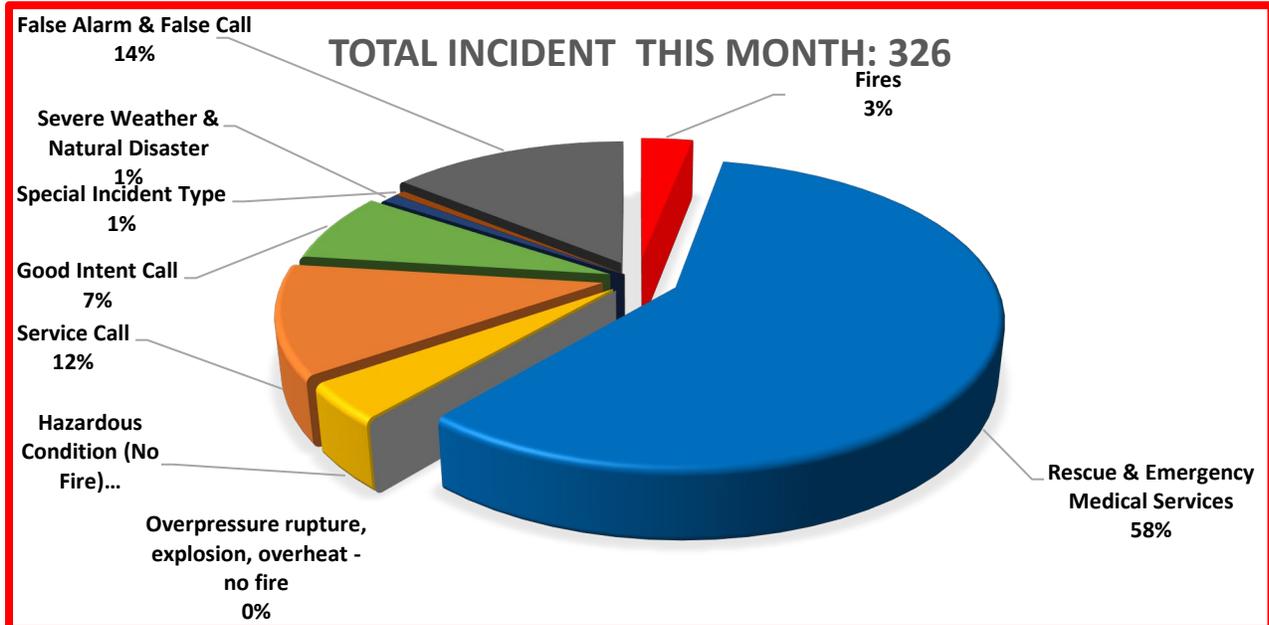
DCESD	YTD	Year End
2020	829	2254
2021	1301	3164
2022	1263	3115
2023	1284	3238
2024	1504	



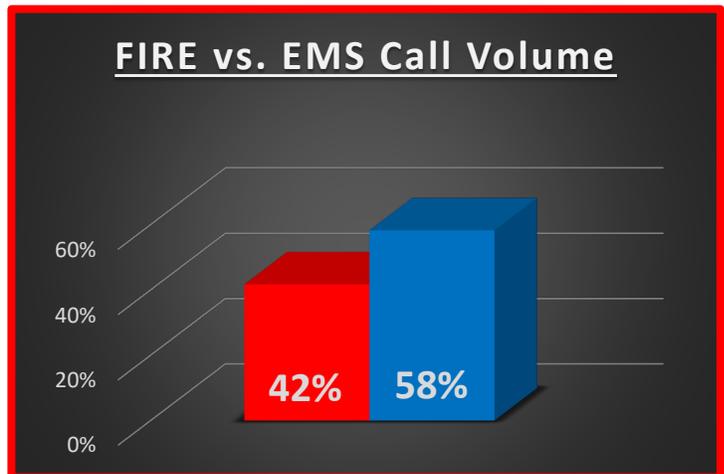
Denton County ESD No. 1

MAY 2024

INCIDENT STATISTICS



Major Incident Types	
Fires	10
Rescue & Emergency Medical Services	190
Overpressure rupture, explosion – no fire	0
Hazardous Condition (No Fire)	13
Service Call	38
Good Intent Call	24
False Alarm & False Call	46
Severe Weather & Natural Disaster	3
Special Incident	2



Percentage of Overlapping Calls

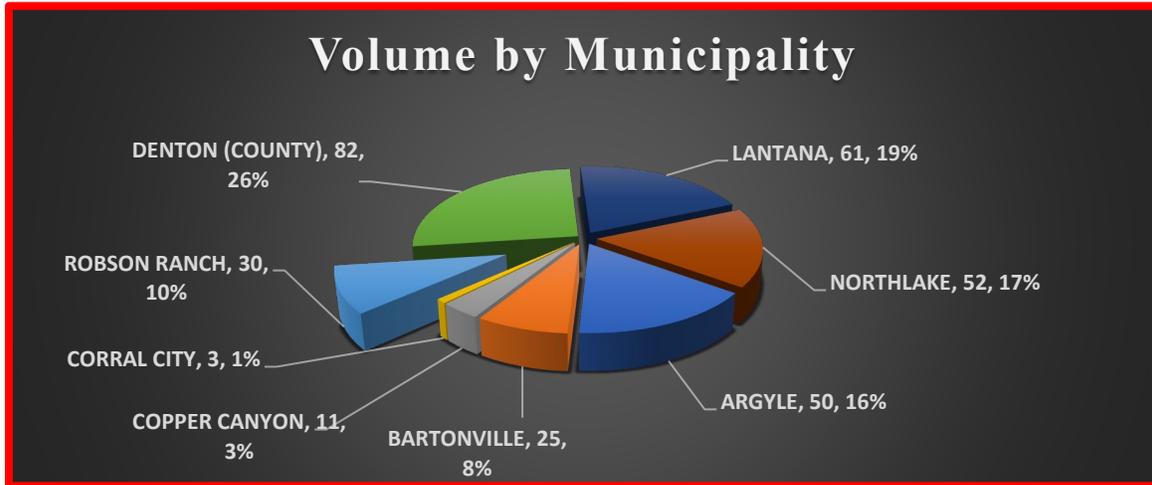
Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
162	50%



Denton County ESD No. 1

MAY 2024

Municipality Call Volume Breakdown



NFIRS INCIDENT TYPE	Municipality								
	NEIRS#	ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	Robson Ranch	DENTON COUNTY
Fire	100's	3	2			3			2
Overpressure Rupture, Explosion, Overheat	200's								
Rescue & Emergency Medical Services	300's	26	15	8	3	36	25	17	54
Hazardous Condition	400's	4	1	1		1	2		5
Service Call	500's	4	4	1		8	3	11	6
Good Intent Call	600's	5	1			3	7		4
False Alarm False Call	700's	8	2			10	15	2	9
Severe Weather & Natural Disaster	800's								1
Special Incident Type	900's			1					1
Municipality Totals		50	25	11	3	61	52	30	82

NFIRS Breakdown

100's – Fire Group

Structure, wildland, and vehicle fires.

200's – Overpressure Rupture, explosion, overheating – 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

900's – Special Incident Type

Citizen Complaint, Code Violation



Denton County ESD No. 1

MAY 2024

Incident Response Times

90th Percentile Assessment

Lights and Sirens – 90 TH Percentile Time (Dispatch to Arrival)	
Overall Fire/EMS	10:16
Overall FIRE	11:20
Overall EMS	9:20

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
8:20	10:15	10:33	6:23	10:07	10:01

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	3	7:14
Initial No Lights or Sirens, Upgraded to Lights and Sirens	0	0
Lights and Sirens	265	7:26
No Lights or Sirens	57	6:35

Average Response Time per Municipality					
ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE
6:14	7:05	7:48	5:41	7:38	7:36

Public Education



Denton County ESD No. 1

MAY 2024

Community Outreach Events

Fire Station Tours	4
Public Education Events	23
Ride Along	35
Community CPR Classes	0
- Total CPR Students	0
Total Events	16

Training Division

Total ISO Training Hours Logged / Month	1749.5
- EMS Training Hours Logged / Month	248
- FIRE Training Hours Logged / Month	1428.5
- Administrative Training / Month	73

Fire Inspection Report

INSPECTION TYPE	Monthly	YTD
* Certificate of Occupancy (Total)	8	28
* Compliant (Total)	--	1
* Controlled Access (Total)	2	3
* Foster Care (Total)	--	1
*Annual (Total)	--	3
*Fire Protection Commercial Sprinkler (Total)	2	14
*Fire Protection- Fire Alarm (Total)	--	1
*Fire Protection Inspection: Underground (Total)	1	2
*Residential Sprinkler (Total)	6	51
Monthly Totals	19	104



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024
FROM: Kirk Riggs, Chief of Police
AGENDA ITEM: Police Department – May 2024 Statistics/Activities.

SUMMARY:

Department Statistics/Activities May 2024.

ATTACHMENTS:

- Monthly Report

Town of Bartonville Police Department

May 2024 Monthly Report



Bartonville Police Department

May 2024

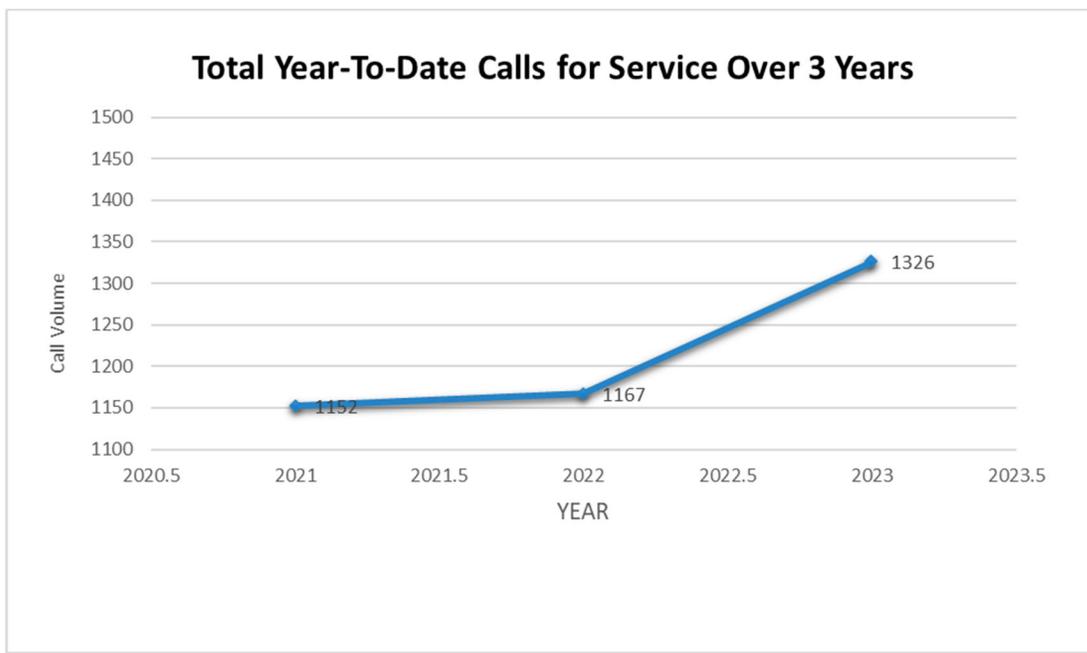
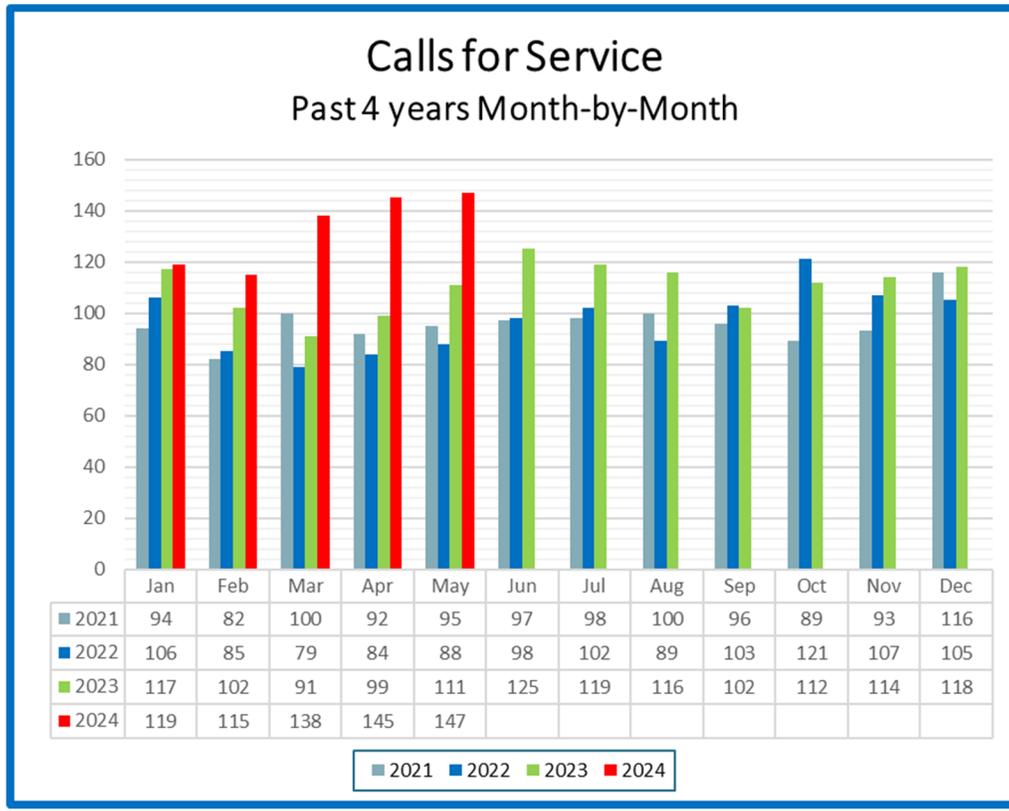
Table of Contents

	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

May 2024

Total Calls for Service



Bartonville Police Department

May 2024

Abandoned Vehicle	2
Agency Assist	15
Alarm- Commercial	18
Alarm- Residential	7
Animal Bite Report	1
Animal Complaint	6
Animal Cruelty	0
Assault	0
Auto Theft	0
Burglary	0
Cardiac Arrest	2
Citizen Assist	0
Civil Standby	0
Child Custody Issues	0
Criminal Mischief	1
Criminal Trespass	0
Disturbance	2
Domestic Disturbance	3
Fireworks Complaint	0
Follow-up Investigation	5
Forgery/Fraud	2
Gunshots Heard	1
Hang-up 911	3
Harassment	2
Illegal Dumping	1
Indecent Exposure	0
Intoxicated Person	0
Juvenile Complaint	0
Loose Livestock	0
Meet Complainant	12
Motorist Assist	5
Narcotics	0
Noise Complaint	1
Open Door Investigation	1
Ordinance Violation	0
Person with a Gun	0
Psych/Suicide Attempt	1
Reckless Driver	6
Road Blockage/Hazard	11
Stabbing/Gunshot	0
Suspicious Person/Veh/Activity	9
Theft	1
Traffic Complaint	10
Traffic Transport Incident (Accidents)	15
Vehicle Complaint	1
Welfare Concern	3

Bartonville Police Department

May 2024

Officer Initiated Activity

<u>Officer Activity by Type</u>	Total
Admin Duty (Reports, Court, Clerical)	7
Building Checks, Close Patrols	153
Investigations (Sus veh/activity)	3
Traffic Stops	152
Vacation Watch	0
Walk Thru (Business contacts)	13
Total	328

Bartonville Police Department

May 2024

Misc. Information/Upcoming Events

1. The new police vehicle is at Defender getting outfitted and should be in service mid-August.



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024

FROM: Thad Chambers, Town Administrator

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

SUMMARY:

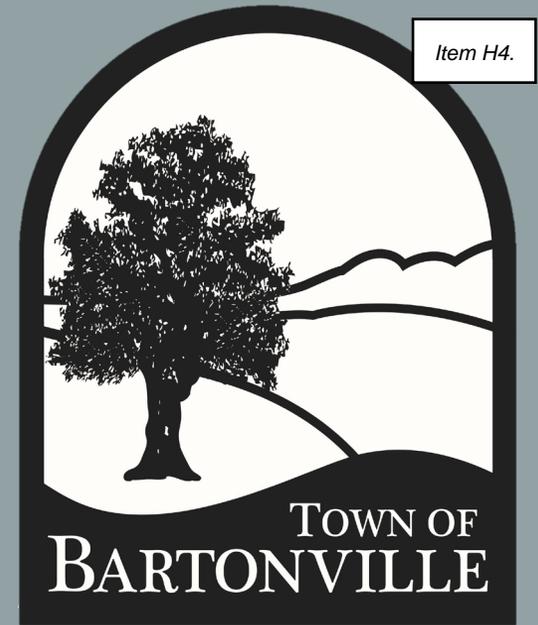
Monthly Reports – May 2024.

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
May 31, 2024

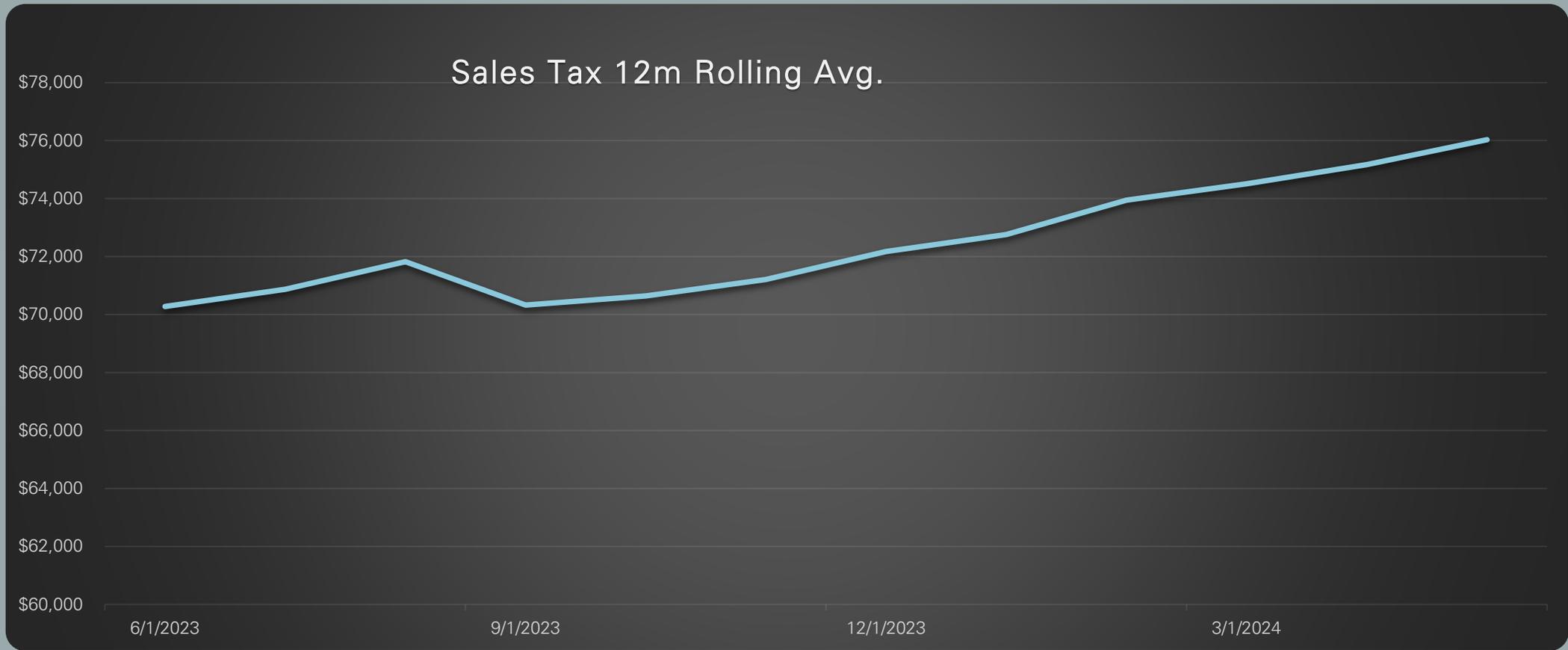


PRESENTED:
JUNE 18, 2024

All General Fund Revenues

	May 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	(\$20,939.37)	\$1,042,434.09	\$1,050,000.00	\$7,565.91	0.72%	\$966,839.18	\$986,183.68
Sales Tax	\$109,229.47	\$632,733.75	\$785,000.00	\$152,266.25	19.40%	\$564,308.59	\$843,911.57
Franchise Fees	\$5,393.06	\$205,031.43	\$200,000.00	(\$5,031.43)	(2.52%)	\$179,220.52	\$238,380.27
Other/Transfer	\$15,388.47	\$131,607.87	\$169,300.00	\$37,692.13	22.26%	\$130,558.98	\$187,497.39
Development Fees	\$83,640.00	\$83,640.00	\$30,000.00	(\$53,640.00)	(178.80%)	\$105,414.24	\$105,414.24
Permit Fees	\$13,034.10	\$166,666.80	\$150,000.00	(\$16,666.80)	(11.02%)	\$139,049.08	\$227,177.21
Municipal Court	\$5,806.80	\$66,026.72	\$85,000.00	\$18,973.28	22.32%	\$61,214.85	\$109,218.14
Total Revenue	\$211,552.53	\$2,328,140.66	\$2,469,300.00	\$141,159.34	5.72%	\$2,146,605.44	\$2,697,782.50

Sales Tax Collections



All General Fund Expenditures

	May 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	\$98,448.91	\$638,395.87	\$1,183,858.77	\$545,462.90	46.08%	\$716,264.93	\$1,226,759.79
Police	\$64,859.25	\$544,012.57	\$912,990.09	\$368,977.52	40.41%	\$460,147.13	\$730,121.30
Municipal Court	\$800.00	\$6,400.00	\$6,600.00	\$200.00	3.03%	\$3,350.00	\$4,700.00
Transfers	\$39,010.67	\$163,734.13	\$314,000.00	\$150,265.87	47.86%	\$243,537.09	\$303,294.84
Total Expenses	\$203,118.83	\$1,352,542.57	\$2,417,448.86	\$1,064,906.29	44.03%	\$1,423,299.15	\$2,264,875.93

Expenditures by Department

Administration

	May 2024 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$39,040.38	\$339,278.05	\$517,668.77	\$178,390.72	34.46%	\$282,921.26	\$437,452.59
Other	\$11,518.06	\$35,841.03	\$112,800.00	\$76,958.97	68.23%	\$72,545.81	\$118,334.82
Contracted Services	\$38,545.08	\$206,778.57	\$368,290.00	\$161,511.43	43.85%	\$256,073.19	\$429,278.96
Fees & Service Charges	\$124.50	\$575.75	\$1,170.00	\$594.25	50.79%	\$544.00	\$1,180.42
Supplies	\$5,229.59	\$31,824.52	\$75,430.00	\$43,605.48	57.81%	\$40,689.41	\$48,073.96
Maintenance	\$3,991.30	\$24,097.95	\$58,500.00	\$34,402.05	58.81%	\$25,800.66	\$42,398.44
Capital Improvements	\$0.00	\$0.00	\$50,000.00	\$50,000.00	100.00%	\$0.00	\$150,040.60
Total Administration:	\$98,448.91	\$638,395.87	\$1,183,858.77	\$545,462.90	46.08%	\$716,264.93	\$1,226,759.79

Expenditures by Department

Police

	May 2024 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$59,509.77	\$498,063.88	\$819,859.09	\$321,795.21	39.25%	\$413,138.88	\$660,506.81
Maintenance	\$2,221.96	\$22,489.95	\$26,131.00	\$3,641.05	13.93%	\$24,788.27	\$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	\$649.47	\$4,386.81	\$4,500.00	\$113.19	2.52%	\$1,815.63	\$2,534.93
Supplies	\$2,478.05	\$17,295.43	\$52,500.00	\$35,204.57	67.06%	\$13,682.35	\$24,984.40
Total Police Department:	\$64,859.25	\$544,012.57	\$912,990.09	\$368,977.52	40.41%	\$460,147.13	\$730,121.30

Call Type Summary:

- Animal Bite (3)
- Confined Animal (2)
- Patrol (4)
- Wildlife (4)

Call

Address	Notes	Service / Type
5/8/2024 690 Porter Rd	OPOSSUM IN TRAP	Animal Control Wildlife
5/8/2024 690 Porter Rd	OPOSSUM WAS REMOVED AND RELEASED TO A SAFE AREA.	Animal Control Wildlife
5/3/2024 1625 Brindle Bit Road	RESPONDED TO AN ANIMAL BITE REPORT AT THIS LOCATION.	Animal Control Animal Bite
5/3/2024 1625 Brindle Bit Road	NICHOLAS (VICTIM) IS AN AMAZON DRIVER. HE WAS DELIVERING TO TAMARA (OWNER). HE GOT OUT OF HIS DELIVERY VEHICLE AND HE WENT TO DELIVER THE PACKAGE ON THE SHELF RIGHT INSIDE THE GATE AND THE DOG CAME UP AND ATTACKED NICHOLAS ON THE LEFT ARM. NICHOLAS WAS TREATED BY EMS AND THE DOG WAS HOME QUARANTINED.	Animal Control Animal Bite

5/13/2024 1027 Broome Rd	RESPONDED TO A CALL REGARDING A POSSIBLE RABID RACCOON	Animal Control Wildlife
5/13/2024 1027 Broome Rd	Picked up a rabid raccoon that was trapped by the homeowner.	Animal Control Wildlife
5/14/2024 925 Show Master Ct	Responded to an animal bite report at this location.	Animal Control Animal Bite
5/31/2024 339 Dove Creek Rd	Contain dog. The one that escaped the other property this morning RP: 858-442-7256	Animal Control Confined Animal
5/31/2024 339 Dove Creek Rd	PICKED UP ONE OLDER MEDIUM SIZED BLACK AND WHITE MALE DOG. NO CHIP	Animal Control Confined Animal

Patrol

Address	Notes	Time In/Out	Service / Type
5/7/2024	Patrolled the city for stray and loose animals	-	Patrol Patrol
5/14/2024	Patrolled the city for stray and loose animals	-	Patrol Patrol

All American Dogs, Inc.

City of Bartonville Report

Item H4.

5/1/2024 - 5/31/2024

5/21/2024

Patrolled the city for stray and loose animals

-

Patrol
Patrol

5/28/2024

Patrolled the city for stray and loose animals

-

Patrol
Patrol



Westwood

Town of Bartonville Status Report

Date: May 16, 2024

Plat Review

- Knights Landing
- Knights Crest

ROW Permits

- N/A

Subdivision Construction

- Knights Crest – Preconstruction Meeting Held

Street Fund

- See below – Work Order ongoing

General Consultation

- Work Order Awarded – Crack Sealing complete – Fog seal and pothole repair ongoing/up next

Grading Plans Reviewed

- 1408 Brian Street
- 111 Vera Court
- 861 Ginger's Way
- 900 Dove Creek
- 1265 Kentucky Derby

Drainage Issues

- 1515 W. Jeter – Culvert being repaired – Completion mid to late May
- Deer Hollow Drainage Issues – Met with Appaloosa Court – Investigating potential improvements
- McMakin Drainage Issues near Trifecta

Town of Bartonville
Municipal Court Council Report
From 5/1/2024 to 5/31/2024

6/3/2024 2

Item H4.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
95	0	1	1	6	103

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$4,261.00	\$1,358.70	\$4,827.80	\$180.00	\$220.50	\$10,848.00

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
18	0	16	10	17	61

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
41	0	41	82

PermitReport

6/3/2024 8:4

Item H4.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
24-00039-01	Savory Swig Stores LLC	3802 FM 407	Food Establishment Plan Review	5/17/2024		749	\$150.00
24-00122-01	J. Caldwell Custom Pools		Contractor Registration - General	5/21/2024			\$125.00
24-00170-13	The Spot	96 McMakin Rd	Temporary Food Permit	5/7/2024			\$35.00
24-00170-17	Our Collective Gathering	96 McMakin Rd	Temporary Food Permit	5/8/2024			\$35.00
24-00170-18	Our Collective Gathering	96 McMakin Rd	Temporary Food Permit	5/8/2024			\$35.00
24-00170-19	Happy Dance Dog Rescue	96 McMakin Rd	Temporary Food Permit	5/14/2024			\$35.00
24-00170-22	Buzzard's Boneyard	96 McMakin Rd	Temporary Food Permit	5/21/2024			\$35.00
24-00228-01	Illuminations by Greenlee	1149 Jefferson Court	Electrical Permit	5/15/2024	\$6,550.00		\$130.00
24-00230-01	Hyperion Electrical Contractors Inc.		Contractor Registration - Electrical	5/1/2024			\$0.00
24-00231-01	I.A.S Construction LLC		Contractor Registration - General	5/2/2024			\$125.00
24-00232-01	Reed Plumbing Inc		Contractor Registration - Plumbing	5/3/2024			\$0.00
24-00233-01	3rd Gen Retaining Walls Inc	1408 Brian Street	Grading and Drainage Permit	5/6/2024	\$15,000.00		\$275.00
24-00234-01	Sola True		Contractor Registration - Electrical	5/6/2024			\$0.00
24-00235-01	I.A.S Construction LLC	1031 Shiloh Cir	Addition/REmodel (Non AC)	5/7/2024	\$21,000.00	200	\$90.00
24-00236-01	Terance Koors	742 Seals Rd	Electrical Permit	5/8/2024			\$130.00
24-00237-01	Reliant Air Conditioning		Contractor Registration - Mechanical	5/8/2024			\$0.00
24-00238-01	Reliant Air Conditioning	1010 Gene Perry Ct	Mechanical Permit	5/8/2024	\$26,037.00		\$130.00
24-00239-01	Affordable Water Well Service and Drilling		Contractor Registration - General	5/20/2024			\$125.00
24-00240-01	Milestone Electric and Air	1631 Latigo Ln	Electrical Permit	5/9/2024	\$44,432.00		\$130.00
24-00241-01	Lewis & Earley Construction LLC		Contractor Registration - General	5/8/2024			\$125.00
24-00242-01	Chapman Air & Heat		Contractor Registration - Mechanical	5/8/2024			\$0.00
24-00243-01	Metrotech Electric		Contractor Registration - Electrical	5/8/2024			\$0.00
24-00244-01	Milestone Electric and Air	1631 Latigo Ln	Electrical Permit	5/9/2024			\$130.00
24-00245-01	Claffey Pools		Contractor Registration - General	5/9/2024			\$125.00
24-00247-01	Tartan Homes and Remodeling		Contractor Registration - General	5/14/2024			\$125.00
24-00249-01	Element Systems	900 Dove Creek Rd	OSSF Permit - Residential	5/16/2024			\$410.00
24-00250-01	Lewis & Earley Construction LLC	900 Dove Creek Rd	New Residence Permit	5/15/2024	\$1,500,000.00	5921	\$3,848.65
24-00250-02	Lewis & Earley Construction LLC	900 Dove Creek Rd	New Residence (Non AC)	5/15/2024		4134	\$1,860.30
24-00250-04	Lewis & Earley Construction LLC	900 Dove Creek Rd	Grading and Drainage Permit	5/15/2024			\$275.00
24-00250-05	Lewis & Earley Construction LLC	900 Dove Creek Rd	Culvert/Driveway	5/15/2024			\$120.00
24-00251-01	1st Choice Plumbing, Heating & Air Solutions		Contractor Registration - Plumbing	5/15/2024			\$0.00
24-00252-01	1st Choice Plumbing, Heating & Air Solutions		Contractor Registration - Mechanical	5/15/2024			\$0.00
24-00254-01	Claffey Pools	1124 Triple Crown Ct	Accessory Bldg (201 - 1000 sq ft)	5/17/2024		760	\$555.00
24-00255-01	Claffey Pools	1124 Triple Crown Ct	Pool/Spa (inground)	5/17/2024			\$580.00
24-00256-01	ARS Rescue Rooter		Contractor Registration - Plumbing	5/20/2024			\$0.00
24-00257-01	ARS Rescue Rooter	1010 Gene Perry Ct	Plumbing Permit	5/21/2024	\$1,650.00		\$130.00
24-00258-01	All-Out Concrete	7951 Justin Road	Culvert/Driveway	5/22/2024	\$5,850.00		\$120.00
24-00259-01	Element Systems	824 Ginger's Way	OSSF Permit - Residential	5/22/2024			\$410.00
24-00260-01	CWE Group Inc dba CW Service Pros	624 W Jeter Rd	Plumbing Permit	5/22/2024	\$2,400.00		\$130.00
24-00261-01	CR Electric		Contractor Registration - Electrical	5/24/2024			\$0.00
24-00262-01	Make Ready Repairs LLC		Contractor Registration - Plumbing	5/28/2024			\$0.00
24-00263-01	J. Caldwell Custom Pools	2734 Romero Way	Pool/Spa (inground)	5/28/2024	\$150,000.00		\$725.00
24-00264-01	CR Plumbing	930 Noble Champions Way	Plumbing Permit	5/28/2024	\$15,062.23		\$390.00
24-00265-01	AquaFox Pools		Contractor Registration - General	5/29/2024			\$125.00
24-00266-01	Jacob Construction Company LLC		Contractor Registration - General	5/29/2024			\$125.00
24-00267-01	Jacob Construction Company LLC	1690 Broome Rd	Addition/REmodel Permit (AC)	5/30/2024	\$4,000.00	231	\$150.15
24-00268-01	Legacy Plumbing		Contractor Registration - Plumbing	5/31/2024			\$0.00

FY2024 Boards and Commission Attendance Report

Item H4.

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

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

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

FY2024 Boards and Commission Attendance Report

Item H4.

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	NO MEETING	A	A						
Vice Chair	2022-2024	Terry Rock (2014)	P	P	P	P			P	P						
Director	2022-2024	Brenda Latham (2021)	P	P	P	P			P	E						
Director	2022-2024	Lacy Burrhus (2023)				P			P	P						
Director	2023-2025	Jim Langford (2015)	P	P	P	P			P	P						
Chair	2023-2025	Randy Van Alstine (2014)	P	P	P	P			P	P						
Director	2023-2025	Jennifer Buck(2023)				P			P	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	NO MEETING	P	NO MEETING				
Director	2022-2024	Steve Weiss (2023)					P		P					
Director	2022-2024	Johnny Jones (2012)					P		P					
Director	2022-2024	Kevin Oldham (2018)					E		P					
Director	2023-2025	Chris Colbert (2011)					A		P					
Director	2023-2025	Jarod Root (2024)							P					
Chair	2023-2025	Jeff Grubb (2011)					P		P					

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024
FROM: Shannon Montgomery, Town Secretary
AGENDA ITEM: Consider approval of the May 21, 2024, Regular Meeting Minutes.

SUMMARY:

The Town Council held a Regular Meeting on May 21, 2024.

RECOMMENDED MOTION OR ACTION:

Approve the May 21, 2024, Regular Meeting Minutes as presented.

ATTACHMENT:

- May 21, 2024, Regular Meeting Minutes.

THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE MET IN REGULAR SESSION ON THE 21ST DAY OF MAY 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
 Clay Sams, Council Member Place 3
 Keith Crandall, Council Member Place 4
 Margie Arens, Council Member Place 5

Council Members Absent:

Matt Chapman, Mayor Pro Tem/Place 2
 Jim Roberts, Council Member Place 1

Town Staff Present:

Thad Chambers, Town Administrator
 Shannon Montgomery, Town Secretary
 Ed Voss, Town Attorney
 Colby Scudder, Police Lieutenant

A. CALL MEETING TO ORDER

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

B. PLEDGE OF ALLEGIANCE

Mayor Carrington led the 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.

There were no Public Presentations made.

D. PRESENTATIONS

1. Issue Certificates of Election, Statement of Elected Official, and provide the Oath of Office to newly elected Officials.

Town Secretary Montgomery presented Mayor Carrington with her Certificate of Election and administered her Statement of Elected Official and Oath of Office.

Mayor Carrington presented Council Member Crandall with his Certificate of Election and administered his Statement of Elected Official and Oath of Office.

E. APPOINTED REPRESENTATIVE/LIAISON REPORTS**1. Upper Trinity Regional Water District Report – No Report****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 – April 2024 Statistics/Activities.

Police Lieutenant Scudder reviewed the monthly statistics and addressed questions from Council.

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

Town Administrator Chambers reviewed the monthly financials 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 April 16, 2024, Regular Meeting Minutes.

Motion made by Council Member Sams, seconded by Council Member Arens, to approve the April 16, 2024, Regular Meeting Minutes as presented.

VOTE ON THE MOTION

AYES: Sams, Crandall, and Arens

NAYS: None

VOTE: 3-0

G. PUBLIC HEARINGS AND REGULAR ITEMS

Mayor Carrington and Council Member Sams recused themselves from the dais at 7:05 pm:

- 1. Discuss and consider a Final 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 Development Group, LLC. [Town of Bartonville FP-2024-03.] *(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its May 1, 2024, meeting.)***

Town Attorney Voss made the following statement:

At this time, the Town Council has lost a quorum as specified in Chapter 22 of the Texas Local Government Code. The result of a loss of quorum is that the Town Council can take no action on this agenda item. Since the item for consideration is approval of a Final Plat, it is procedurally governed by not only the Town Code but also the provisions of Chapter 212 of the Texas Local Government Code. This Final Plat was approved by the Town Planning and Zoning Commission at its regular meeting on May 1, 2024, with conditions. The conditions are all matters of either a typographical or administrative nature that the Applicant has indicated to the Town, in writing, that he has no trouble with the following and performing. Under Chapter 212 of the Texas local Government Code, if a plat application is not denied within 30 days, then it is deemed approved by operation of law. The inaction on this item tonight, and the fact that there are no concerns from the Town’s standpoint on the plat details, and the fact that the Applicant has agreed to the conditions, all means that this plat will be approved on May 30, 2024, by operation of law under the passage-of-time provisions of state law.

Mayor Carrington and Council Member Sams returned to the dais at 7:07 pm.

- 2. Discuss and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 9, “Personnel,” Article 9.04, “Officers and Employees,” Division 1, “Generally,” by specifying job-related duties of the Town Secretary.**

Motion made by Council Member Crandall, seconded by Council Member Arens, to approve an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 9, “Personnel,” Article 9.04, “Officers and Employees,” Division 1, “Generally,” by specifying job-related duties of the Town Secretary, as presented.

VOTE ON THE MOTION

AYES: Sams, Crandall, and Arens

NAYS: None

VOTE: 3-0

The ordinance caption reads as follows:

**TOWN OF BARTONVILLE
ORDINANCE NO. 767-24**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 9, “PERSONNEL,” ARTICLE 9.04, “OFFICERS AND EMPLOYEES,” DIVISION 1, “GENERALLY,” BY SPECIFYING JOB-RELATED DUTIES OF THE TOWN SECRETARY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

- 3. Discuss and consider a Resolution amending the Personnel and Administrative Regulations Manual (PARM), Chapter 3, “Wages and Salary Administration”, Section 3.04 “Overtime (Excluding Police Patrol Personnel Exempt Personnel)”, subsection E by reducing the maximum accrual of compensatory time to forty (40) hours.**

Motion made by Council Member Arens, seconded by Council Member Crandall, to approve a Resolution amending the Personnel and Administrative Regulations Manual (PARM), Chapter 3, “Wages and Salary Administration”, Section 3.04 “Overtime (Excluding Police Patrol Personnel Exempt Personnel)”, subsection E by reducing the maximum accrual of compensatory time to forty (40) hours, as presented.

VOTE ON THE MOTION

AYES: Sams, Crandall, and Arens
NAYS: None
VOTE: 3-0

4. Discuss and consider a Resolution appointing the Municipal Court Judge, Alternate Municipal Court Judge, Municipal Court Clerk, and Deputy Court Clerks.

Motion made by Council Member Sams, seconded by Council Member Arens, to approve a Resolution appointing the Municipal Court Judge, Alternate Municipal Court Judge, Municipal Court Clerk, and Deputy Court Clerks, as presented.

VOTE ON THE MOTION

AYES: Sams, Crandall, and Arens
NAYS: None
VOTE: 3-0

5. Discuss and consider a Resolution nominating Jim Carter to the slate of nominees for the Denco Area 9-1-1 District Board of Managers.

Motion made by Council Member Arens, seconded by Council Member Sams, to approve a Resolution nominating Jim Carter to the slate of nominees for the Denco Area 9-1-1 District Board of Managers, as presented.

VOTE ON THE MOTION

AYES: Sams, Crandall, and Arens
NAYS: None
VOTE: 3-0

6. Discuss and consider the continuance of the Annual Clean Up Day Event.

Motion made by Council Member Crandall, seconded by Council Member Sams, to hold the Clean Up Event every other year in even years and to direct Staff to promote Waste Connections bulk pickup, including educating residents about the accepted and non-accepted items.

VOTE ON THE MOTION

AYES: Sams, Crandall, and Arens
NAYS: None
VOTE: 3-0

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

Mayor Carrington stated that Council will not be reconvening into Executive Session for Agenda Item #2.

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:22 pm and reconvened into open session at 7:44 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.

- 2. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding legal issues related to the Town’s Extraterritorial Jurisdiction (ETJ), issues related to the Furst Ranch Development, and any and all legal issues related thereto.**

Mayor Carrington reiterated Agenda Item #2 was not discussed in Closed Executive Session.

- 3. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding legal issues related to the regulation of Short Term Rentals and any and all legal issues related thereto.**

No action taken.

J. FUTURE ITEMS

Discussion only, no action taken.

K. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 7:45 pm.

APPROVED this the 18th day of June 2024.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discuss and make a recommendation regarding 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 change the zoning designation from Agriculture (A) to Residential Estates 2 (RE-2) on a 12-acre tract or parcel of land identified as Lot 1R & Lot 2R, Block A, J. Burke Survey, Abstract No. 42, in the Town of Bartonville, Denton County, Texas. The subject property is located on the southeast corner of Broome Road and Porter Road in Bartonville, Texas. The applicant is McAdams, representing property owners Rusty and Martha Rice. [Town of Bartonville ZC-2024-001.] ***(The Planning & Zoning Commission recommended approval by a vote of 5-0 at its June 5, 2024, meeting.)***

Land Use and Zoning: Current land use category is Residential Estates – 2 Acre Lots (RE-2). Current zoning is Agricultural (AG).

Summary: The applicant is the owner of two parcels of land, totaling 38.03 acres, located on the southeast corner of the intersection of Broome Road and Porter Road. The legal description of the property is RICE RANCH ADDITION BLK A LOT 1R. The corresponding Denton CAD parcel numbers are 748022 and 748023. The applicant has applied for a change in the zoning designation on twelve (12) acres of their ownership (this sub-area to be known henceforth as the 'subject property') from Agricultural (AG) to Residential Estates 2 (RE-2) (see Exhibit A).

The subject property is currently vacant, save an energy storage installation.

Zoning Change

Bartonville Zoning Ordinance Appendix A, Section A.1.A.5 lists the criteria of approval for a zoning change:

1. Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map and any other incorporated plan maps;
2. Whether the proposed zoning map amendment is consistent with an annexation or development agreement in effect;
3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified;
4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area; and
5. Any other factors which will substantially affect the public health, safety, morals, or general welfare.

The proposed zoning change would amend the zoning designation of the subject property from Agricultural (AG) to Residential Estates 2 (RE-2). In the Bartonville Comprehensive Plan, the RE-2 land use category is described as corresponding with areas that have lot sizes start at a 2-acre minimum and provide for a land use transition from areas of greater intensity and major thoroughfares to the lower-

density residential areas. These areas are intended for rural residential development. Lots within the RE-2 areas must contain a minimum of two acres. A rural atmosphere should be maintained within these areas and street cross sections that provide for a “country” feel is encouraged for local streets. These areas are intended for a greater density of residential development and may serve appropriately as buffers for areas of less intensity. The RE-2 zoning district is one of those listed as appropriate for the RE-2 land use category (Bartonville Zoning Ordinance [BZO] Section 4.1.B, Chart 4.1).

The proposed zoning change is not associated with any annexation or development agreement. The area south of the subject property is zoned RE-2 and has a conditional use permit for an equestrian center. Properties to the north and west of the subject property are also zoned RE-2, based on the official zoning map for the Town of Bartonville. Parcels to the west of and across Porter Road from the subject property are each approximately two acres in size. The proposed zoning change for the subject property will maintain the large lot residential development pattern in place on the surrounding properties.

There are no associated school, street, water, sewer, or other utility plans that will affect or be affected by the proposed zoning change. The Cross Timbers Water Supply Corporation’s water system map shows water service within Porter Road on the subject property’s western side. There are also no factors which will substantially affect the public health, safety, morals, or general welfare.

Planning & Zoning Commission Recommendation: Approve.

Public Comment: Town has received five (5) letters in support and one (1) statement in opposition of the rezoning request.

Exhibits:

1. Zoning Change Application Packet
2. Letter mailed to property owners within 200’ with location map and mailing list
3. Published legal notice
4. Draft Ordinance

Exhibit 1



Town of Bartonville

Application for Zoning Map Amendment

Item J1.

All applications must be submitted in accordance with the Submission Schedule attached hereto.

Applicant (Owner or Agent, Specify): McAdams

Mailing Address: 4400 State Highway 121, Suite 800 Lewisville, Tx 75056

Phone: 281-253-5261 Fax: _____

Owner's Name(s) if different: Rusty Rice/ Martha Rice

Owner's Address: 1086 Broome Rd, Bartonville, Texas 76226

Phone: 214-802-3334 Fax: _____

Engineer/Surveyor if applicable: McAdams-Thad Murley

Mailing Address: 4400 State Highway 121, Suite 800 Lewisville, Tx 75056

Phone: _____ Fax: _____

General Location of Property: Porter Road and Broome Rd

Legal Description of Property: Attached
(Attach Complete Metes and Bounds Description)

Nature and reason for Zoning Change: Change from Ag to 2 Acre Residential Lots

Does this request conform with the adopted Land Use Plan? Yes No
If the change requested does not conform with the adopted Land Use Plan, you must submit a Land Use Plan Amendment Application.

Current Zoning: AG

I hereby request that the Zoning Designation be changed to: RE-2
(If a PD is proposed, submit PD Application)

I hereby certify that the information concerning this proposed zoning change is true and correct and that I am the owner of record or the authorized¹ for the owner of the above described property.

Marisa Brewer
Signature of Applicant/Owner

3/22/2024
Date

STAFF USE ONLY:	
Date Submitted: _____	Fee Paid: _____
Accepted By: _____	Check No. : _____
P& Z Public Hearing: _____	Metes & Bounds Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
Council Public Hearing: _____	Notarized Statement: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

¹ A NOTARIZED statement that authorizes the agent to represent the owner(s) in this matter must be attached to this application.



NOTARY FORM

Town of Bartonville

THE FOLLOWING IS TO BE COMPLETED BY EACH OWNER THAT IS NOT SIGNING THIS APPLICATION.

Dated: March 12, 2024

I, Martha S Rice, owner of the Property located at 1086 Broome Rd, Bartonville do hereby certify that I have given my permission to McAdams, to submit this zoning amendment application.

Martha S Rice
Print Name

Signature of Owner

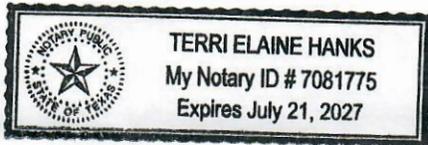
1086 Broome Road, Bartonville, Texas 76226
Address

214-802-3334
Phone No.

State of Texas §
County of DALLAS §

Before me, TERRI E. HANKS, a Notary Public in and for said County and State, on this day personally appeared Martha S. Rice 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)



Notary

Legal Description
12.000 Acres
part of
Rice Ranch Addition
Town of Bartonville
Denton County, Texas

Being a portion of Lots 1R and 2R, Block A, Rice Ranch Addition, an addition to the Town of Bartonville, Denton County, Texas, according to the plat thereof recorded in Document Number 2018-528, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2R, and being at the intersection of the south line of Bromme Road and the east line of Porter Road;

THENCE N 89°20'47" E, 396.61 feet;

THENCE S 00°19'50" E, 1270.56 feet;

THENCE S 89°40'10" W, 426.97 feet;

THENCE N 01°02'27" E, 1268.69 feet, to the POINT OF BEGINNING and containing approximately 12.000 acres of land.



MCADAMS

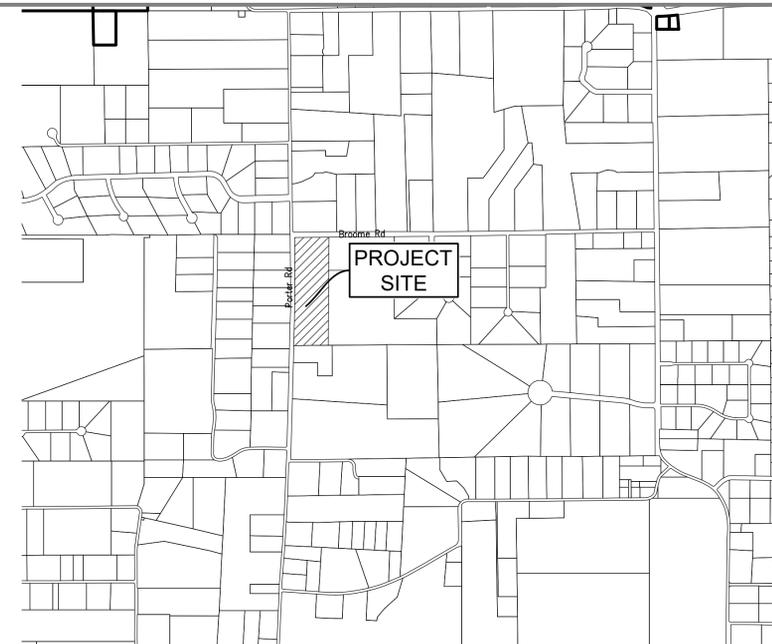
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

Rusty Rice



Vicinity Map 1"=1000'

RICE RANCH
ZONING EXHIBIT
12.00 AC
Lot 1R, Lot 2R Block A
J. Burke Survey, Abstract No. 42
1086 Broome Rd, Bartonville, Texas 76226



RICE RANCH
12.00 ACRES
EXISTING ZONING: AGRICULTURAL
PROPOSED ZONING: RESIDENTIAL ESTATES 2

PORTER RD

BROOME RD

N 89°20'47" E 396.61'

N 01°02'27" E 1268.69'

S 00°19'50"E 1270.56'

S 89°40'10" W 426.97'

ALLENHOFEN, DAWN
SD0371A, LOT 2, 2.33 ACRES,
WOODLAND HILLS (SOUTH) LOT 2
ZONED: RESIDENTIAL ESTATES 2

SEAMAN, GEORGE AND ANDREA
SD0371A, LOT 4, 2.13 ACRES,
WOODLAND HILLS (SOUTH) LOT 4
ZONED: RESIDENTIAL ESTATES 2

WORKMAN, CLARIE AND RAYMOND
SD0371A, LOT 6, 2.13 ACRES,
WOODLAND HILLS (SOUTH) LOT 6
ZONED: RESIDENTIAL ESTATES 2

SHELL, GENE AND LORELEI B TRTS
OF THE SHELL REVOCABLE TRUST
SD0371A, LOT 8, 2.13 ACRES,
WOODLAND HILLS (SOUTH) LOT 8
ZONED: RESIDENTIAL ESTATES 2

TAYLOR, JOSEPH AND KIMBERLY
SD0371A, LOT 10, 2.13 ACRES,
WOODLAND HILLS (SOUTH) LOT 10
ZONED: RESIDENTIAL ESTATES 2

SUMMERS, CARMEN
SD0371A, LOT 12, 3.13 ACRES,
WOODLAND HILLS (SOUTH) LOT 12
ZONED: RESIDENTIAL ESTATES 2

JONES, LYNETTE
SD0371A, LOT 14, 2.15 ACRES,
WOODLAND HILLS (SOUTH) LOT 14
ZONED: RESIDENTIAL ESTATES 2

BEVER, RONNY R AND JENNIE
REBECCA
SD2309A, LOT 1, 3.93 ACRES
STRAUB ADDN BLK A LOT 1 OLD DCAD
A0042 TR 13
ZONED: RESIDENTIAL ESTATES 2

BRYANT, GARY WADE AND
COLYN BAKER TRS BRYANT
REVOCABLE LIVING TRUST
A0042A, TR12, 3.64 ACRES
A0042A J. BURKE, TR 12, 3.64
ACRES, OLD DCAD TR 3 (6-1)
ZONED: RESIDENTIAL ESTATES 2

ROBERSON, DON
SD0422A, TR A, 3.48 ACRES
LUDWIG ADDN LOT TR A
ZONED: RESIDENTIAL
ESTATES 2

BUCCINO, EDWARD AND AMANDA
SC3379A, LOT 1, 13.57 ACRES
ILIFF EST LOT 1
ZONED: RESIDENTIAL ESTATES 2

WILLIAMS, WOODROW
SD3379A, LOT 2, 3.56 ACRES
ILIFF EST LOT 2
ZONED: RESIDENTIAL ESTATES 2

D AND L TAYLOR FAMILY LIMITES
PARTNERSHIP
SC2300A, LOT 17, 2.32 ACRES
BARRINGTON HILLS BLK B LOT 17
ZONED: RESIDENTIAL ESTATES 2

SCOTKA, DANELLE AND RONALD TRUST
SC2300A, LOT 16, 2.30 ACRES
BARRINGTON HILLS BLK B LOT 16
ZONED: RESIDENTIAL ESTATES 2

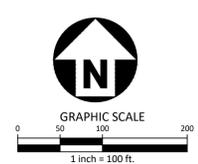
SVOR, BRENT AND LEAH
SC2300A, LOT 15, 3.08 ACRES
BARRINGTON HILLS BLK B LOT 15
ZONED: RESIDENTIAL ESTATES 2

LEAST, MICHAEL AND CYN
SC2300A, LOT 14, 2.88 A
BARRINGTON HILLS BLK B I
ZONED: RESIDENTIAL ESTATES 2

RICE, PHILIP AND MARTHA
SD4289A, LOT 1R AND LOT 2R, 38.03
ACRES, RICE RANCH ADDITION BLK A
LOT 1R AND LOT 2R
ZONED: AGRICULTURAL

CRANBERRY VENTURES LLC
SD2412A, LOT 2, 17.44 ACRES,
BARRINGTON HILLS PHASE II BLK C LOT 2
ZONED: RESIDENTIAL ESTATES 2

BARRINGTON HILLS HOA
SD2300A, 12.00 ACRES, BARRINGTON
HILLS BLK X LOT 1 (COMMON AREA)
ZONED: AGRICULTURAL



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

M:\Projects\SPEC\2023\SPEC23572 Rice Ranch\04.Production\Planning and Exhibits\Planning\04.Zoning\0204-03-15 SPEC23572 Zoning Exhibit.dwg, 3/22/2024 9:25:34 AM, Manisa Brewer



Exhibit 2



1941 E. Jeter Road, Bartonville, TX 76226 817-693-5280

May 23, 2024

«NAME»

«ADDRESS»

«CITY», «STATE» «ZIP»

Re: Proposed Zoning Change

Dear Property Owner:

The Planning and Zoning Commission for the Town of Bartonville, Texas will conduct a Public Hearing at 6:30 pm on June 5, 2024, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, to hear public comment and consider recommendations to the Town Council regarding 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 change the zoning designation from Agriculture (A) to Residential Estates 2 (RE-2) on a 12-acre tract or parcel of land identified as Lot 1R & Lot 2R, Block A, J. Burke Survey, Abstract No. 42, in the Town of Bartonville, Denton County, Texas. The subject property is located on the southeast corner of Broome Road and Porter Road in Bartonville, Texas. The applicant is McAdams, representing property owners Rusty and Martha Rice. The Town of Bartonville file number for this application is ZC-2024-001.

The Town Council will conduct a second Public Hearing at 6:30 pm on June 18, 2024, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, to hear public comment and consider the proposed Zoning Change and recommendations of the Planning and Zoning Commission.

All interested parties are encouraged to attend.

Sincerely,

Thad Chambers, CPM
Town Administrator
Town of Bartonville

ZC-2024-001 Broome Rezoning Request Mailing List

Item J1.

NAME	ADDRESS	CITY	STATE	ZIP
ALTENHOFEN, DAWN M	858 BROOME RD	BARTONVILLE	TX	76226-8211
BARRINGTON HILLS HOA C/O BARBARA D NUNNELEY	1845 PRECINCT LINE RD STE 100	HURST	TX	76054-3109
BEVERS, RONNY R & JENNIE REBECCA	589 PORTER RD	ARGYLE	TX	76226-8226
BRYANT, GARY WADE & COLYN BAKER TRS BRYANT REVOCABLE LIVING TRUST	987 BROOME RD	BARTONVILLE	TX	76226-8206
BUCCINO, EDWARD & AMANDA	1095 BROOME RD	ARGYLE	TX	76226-8207
CRANBERRY VENTURES LLC	875 PORTER RD	BARTONVILLE	TX	76226
D & L TAYLOR FAMILY LIMITED PARTNERSHIP	1240 BEDFORD LN	LEWISVILLE	TX	75077-3733
GONYA, DAVID E JR & ANNE MG	1139 BROOME RD	BARTONVILLE	TX	76226-8282
LEAST, MICHAEL & CYNTHIA	1022 GENE PERRY CT	ARGYLE	TX	76226-8289
LIEBER, SOLON JAMES & TAMBERLY L	800 STONEWOOD BLVD	ARGYLE	TX	76226-8265
PEELER, LESLIE A	1026 GENE PERRY CT	ARGYLE	TX	76226-8289
RICE, PHILIP R & MARTHA S	PO BOX 600308	DALLAS	TX	75360-0308
ROBERSON, DON M	1027 BROOME RD	BARTONVILLE	TX	76226-8207
RUSSELL, BRIDGET	1644 BARRINGTON HILLS BLVD	BARTONVILLE	TX	76226-8291
SCHELL, GENE P & LORELEI B TRTS OF THE SCHELL REVOCABLE TRUST	726 PORTER RD	ARGYLE	TX	76226-8219
SCOTKA, DANELLE L & RONALD L TRUST	1010 GENE PERRY CT	ARGYLE	TX	76226-8289
SEAMAN, GEORGE L & ANDREA A	654 PORTER RD	ARGYLE	TX	76226-8218
SUMMERS, CARMEN C	834 PORTER RD	BARTONVILLE	TX	76226-8220
SVOR, BRENT D & LEAH	1018 GENE PERRY CT	ARGYLE	TX	76226-8289
TAYLOR, JOSEPH M & KIMBERLY J	830 PORTER RD	ARGYLE	TX	76226-8220
WILLIAMS, WOODROW	1167 BROOME RD	BARTONVILLE	TX	76226-8282
WORKMAN, CLARIE A & RAYMOND C	690 PORTER RD	BARTONVILLE	TX	76226-8218

Exhibit 3

Denton Record-Chronicle
2413 Fort Worth Dr
(940) 387-7755

I, David Goolcharran, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Denton Record-Chronicle, a publication that is a "legal newspaper" as that phrase is defined for the city of Denton, for the County of Denton, in the state of Texas, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
May. 18, 2024

Notice ID: upS9jWe4r0nTHXjigJMm
Notice Name: 05.18.24 PH Notices - PZ 06.05 & TC 06.18.24

PUBLICATION FEE: \$70.56

I declare under penalty of perjury that the foregoing is true and correct.



Agent

SHANNEA H HOLMES
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 1, 2026

VERIFICATION

State of New Jersey
County of Hudson

Signed or attested before me on this: 05/22/2024



Notary Public
Notarized remotely online using communication technology via Proof.

TOWN OF BARTONVILLE
NOTICE OF PUBLIC
HEARINGS

The Planning and Zoning Commission for the Town of Bartonville, Texas will conduct Public Hearings beginning at 6:30 p.m. on June 5, 2024, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, to hear public comment and consider the following:

- recommendations to the Town Council regarding 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 change the zoning designation from Agriculture (A) to Residential Estates 2 (RE-2) on a 12-acre tract or parcel of land identified as Lot 1R & Lot 2R, Block A, J. Burke Survey, Abstract No. 42, in the Town of Bartonville, Denton County, Texas. The subject property is located on the southeast corner of Broome Road and Porter Road in Bartonville, Texas. The applicant is McAdams, representing property owners Rusty and Martha Rice. The Town of Bartonville file number for this application is ZC-2024-001.

- recommendations to the Town Council regarding an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Exhibit C and Chapter 19 (Accessory Building and Use Regulation s), to permit the installation and operation of Recycling Collection Bins in the Town of Bartonville. The applicant is Filip Filipov, representing Texas Green Team. The Town of Bartonville file number for this application is ZC-2024-002.

The Town Council will conduct second Public Hearings beginning at 6:30 p.m. on June 18, 2024, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, to hear public comment and consider the proposed Zoning Change and recommendations of the Planning and Zoning Commission. All interested parties are encouraged to attend.

dre 05/18/2024

**TOWN OF BARTONVILLE
ORDINANCE NO. 768-24**

AN ORDINANCE AMENDING ORDINANCE NO. 361-05, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF BARTONVILLE, AS AMENDED, BY CHANGING THE ZONING DESIGNATION OF A TRACT OF LAND, TOTALING TWELVE (12) ACRES, LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BROOME ROAD AND PORTER ROAD, IN THE TOWN, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM A ZONING DESIGNATION OF AGRICULTURAL (AG) TO A ZONING DESIGNATION OF RESIDENTIAL ESTATES 2 (RE-2), AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR A PENALTY; 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, pursuant to Chapter 211 of the Local Government Code, the Town has the authority to adopt a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and to amend said ordinance and map for the purpose of promoting the public health, safety, morals and general welfare; and

WHEREAS, the owner of a tract of land, totaling twelve (12) acres, located at the southeast corner of the intersection of Broome Road and Porter Road, in Bartonville, Texas, has initiated an application on the hereinafter described property to re-zone same; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the Town of Bartonville on the 5th day of June 2024, and by the Town Council of the Town of Bartonville on the 18th day of June 2024, with respect to the zoning change described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

WHEREAS, the Town Council of the Town of Bartonville, Texas does hereby deem it advisable and in the public interest to amend Ordinance 361-05, Zoning Regulations for the Town of Bartonville, as amended, and the Official Zoning Map of the Town, as described herein.

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.
ORDINANCE 361-05 AMENDED**

Ordinance 361-05, Zoning Regulations for the Town of Bartonville, as amended, and the Official Zoning Map of the Town of Bartonville is hereby amended so as to change the zoning classification of one of land, totaling twelve (12) acres, located at the southeast corner of the intersection of Broome Road and Porter Road, in the Town of Bartonville, as more particularly described in Exhibit "A" attached hereto, and incorporated herein for all purposes, being the Rice Ranch Addition Blk A Lot 1R, from a zoning designation of Agricultural (AG) to a Zoning Designation of Residential Estates 2 (RE 2).

**SECTION 3.
OFFICIAL ZONING MAP AMENDED**

The Town Secretary is hereby directed to amend the official zoning map to reflect the changes in classification approved herein.

**SECTION 4.
CUMULATIVE CLAUSE**

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.
SEVERABILITY**

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 6. SAVINGS

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 zoning classifications or changes in zoning classifications, 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. ENGROSSMENT AND ENROLLMENT

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. 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, Penalty Clause, and the Effective Date of this Ordinance for two (2) days.

SECTION 9. PUNISHMENT

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Bartonville, Texas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 10.
EFFECTIVE DATE**

This Ordinance shall take effect immediately from and after its passage and publication, as the law provides.

DULY PASSED AND APPROVED by the Town Council of the Town of Bartonville, Texas, on the 18th day of June 2024.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary

DRAFT

**Exhibit A
Legal Description
12.000 Acres
part of
Rice Ranch Addition
Town of Bartonville
Denton County, Texas**

Being a portion of Lot 1R and 2R, Block A, Rice Ranch Addition, an addition to the Town of Bartonville, Denton County, Texas, according to the plat thereof recorded in Document Number 2018-528, Plat Records, Denton County, Texas, and being more particularly described as follows”

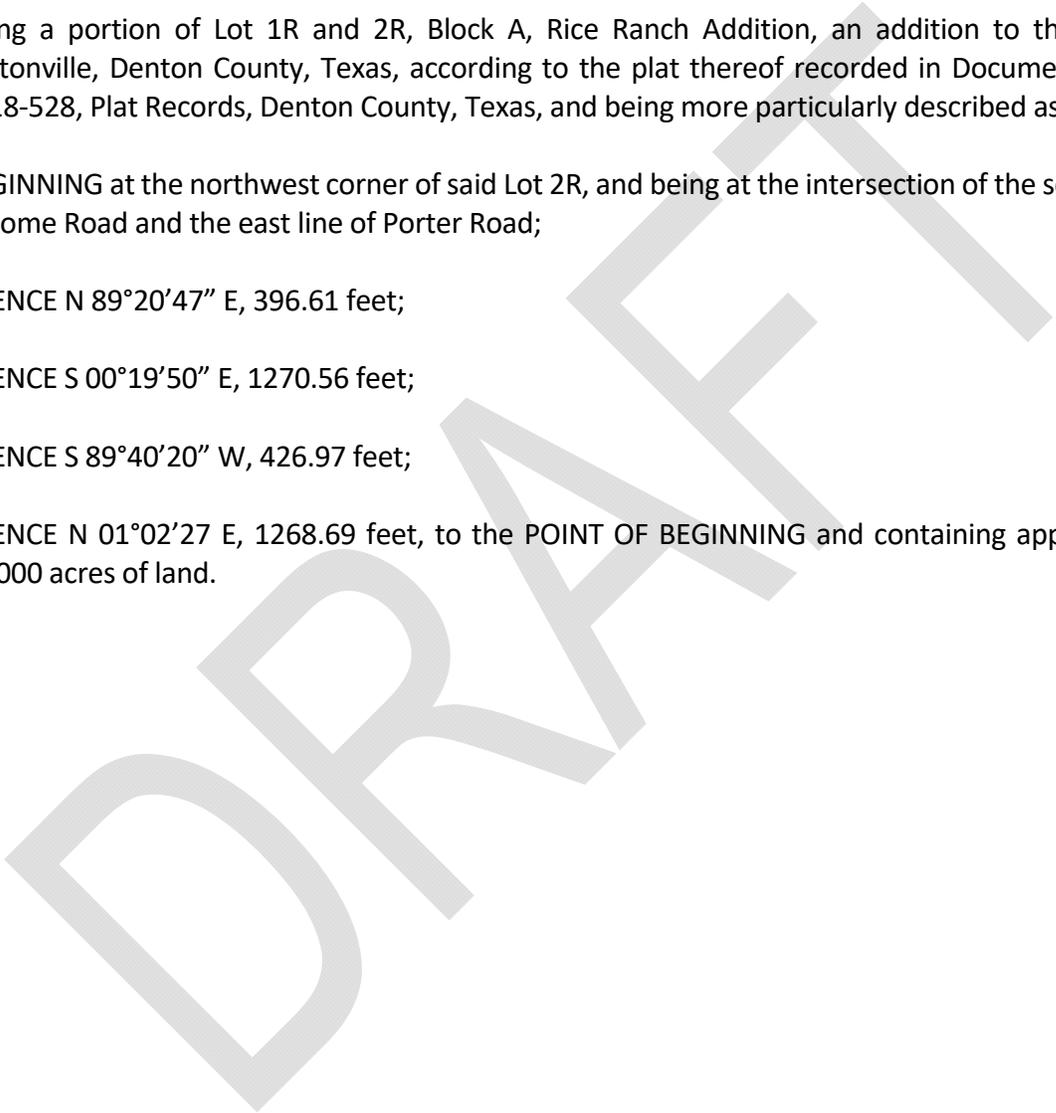
BEGINNING at the northwest corner of said Lot 2R, and being at the intersection of the south line of Broome Road and the east line of Porter Road;

THENCE N 89°20'47" E, 396.61 feet;

THENCE S 00°19'50" E, 1270.56 feet;

THENCE S 89°40'20" W, 426.97 feet;

THENCE N 01°02'27" E, 1268.69 feet, to the POINT OF BEGINNING and containing approximately 12.000 acres of land.





PLANNING AND ZONING COMMUNICATION

DATE: June 5, 2024

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discuss and make a recommendation regarding an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Exhibit C and Chapter 19 (Accessory Building and Use Regulations), to permit the installation and operation of Recycling Collection Bins in the Town of Bartonville. The applicant is Filip Filipov, representing Texas Green Team. [Town of Bartonville ZC-2024-002.] *(The Planning & Zoning Commission recommended denial by a vote of 5-0 at its June 5, 2024, meeting.)*

Summary: The applicant has requested a text amendment to the Bartonville Zoning Ordinance (BZO) to permit the installation of recycling collection bins. As this use is not currently found within the BZO, the process described in BZO Section 4.11.C shall be followed to assign a new/unlisted use.

The requested zoning text amendment would provide for a new subsection within Chapter 30, creating a new subsection 30.6 (Recycling Collection Bins).

The proposed zoning text amendment language is found in pages 4-7 within Exhibit 1.

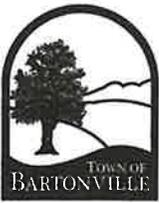
Planning & Zoning Commission Recommendation: Denial.

Public Comment: The Town has received two statements in opposition to the request.

Exhibits:

1. Zoning Text Amendment Application Packet
2. Published legal notice

Exhibit 1



Town of Bartonville

Application for Zoning Text Amendment

RECEIVED

APR 17 2024

Item J2.

All applications must be submitted in accordance with the Submission Schedule attached hereto.

Applicant: Filip Filipov

Mailing Address: 2614 ANDJON DR, DALLAS, TX 75220

Phone: 714-220-7610

Fax: _____

Email: philip@texgreenteam.com

Zoning Text Amendment: PERMITTING CLOTHING COLLECTION CONTAINERS

I hereby certify that the information concerning this proposed zoning text change is true and correct.

Signature of Applicant/Owner

4/15/2024
Date

STAFF USE ONLY:	
Date Submitted: <u>5/6/2024</u>	Fee Paid: <u>400.00</u>
Accepted By: _____	Check No. : _____
P & Z Public Hearing: _____	
Council Public Hearing: _____	

C. Classification of New/Unlisted Uses - It is recognized that new types of land use will arise in the future, and forms of land use not presently anticipated may seek to locate in the Town of Bartonville. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use in the Land Use Charts (Appendix C) shall be made as follows:

1. Initiation:
 - a. A person, Town department, the Planning and Zoning Commission, or the Town Council may propose zoning amendments to regulate new and previously unlisted uses.
 - b. A person requesting the addition of a new or unlisted use shall submit to the Town Secretary, or his/her designee, all information necessary for the classification of the use, including but not limited to:
 1. The nature of the use and whether the use involves dwelling activity, sales, services, or processing;
 2. The type of product sold or produced under the use;
 3. Whether the use has enclosed or open storage and the amount and nature of the storage;

We respectfully submit a request for the addition of clothing collection containers as an allowable use on commercial or private properties, subject to the owner's consent. These containers serve as a vital resource for the collection of used textiles, shoes, and textile goods, promoting sustainable practices and reducing textile waste within our community.

Nature of Use: The proposed use involves the installation of designated containers for the collection of used textiles and shoes. With the property owner's consent, these containers will be strategically placed in accessible locations, facilitating easy drop-offs for residents.

Purpose: Our objective is to collect textiles and shoes for reuse or recycling, thereby diverting these materials from landfills and contributing to a more sustainable future.

Location and Storage: The containers will be situated in parking lots to ensure visibility and accessibility. This approach allows individuals to conveniently dispose of their unwanted textiles and shoes without impeding other property uses.

Employment Opportunities: We anticipate the creation of new employment opportunities with the placement of every 10 containers, leading to job growth within our community.

Transportation: Servicing of the containers will be conducted via dedicated box trucks, ensuring efficient collection and maintenance operations.

Operation Hours: The premises will operate during standard business hours to accommodate residents' schedules and ensure accessibility.

Parking and Loading Requirements: We commit to adhering to off-street parking and loading requirements, providing one parking spot per three containers is required.

Environmental Impact: The containers are designed to meet safety standards and generate no noise, odor, fumes, dust, or vibration, ensuring minimal environmental impact.

Public Utilities: No additional public utilities or special services are required, as the operation primarily relies on accessible parking space.

Community Benefits: By incorporating clothing collection containers as an allowable use, we aim to foster a more environmentally conscious community, empower residents to participate in textile recycling efforts, and contribute to the municipality's sustainability goals.

We believe that by embracing this initiative, we can collectively work towards building a more resilient and environmentally friendly community. We appreciate your consideration of this request and look forward to the opportunity to partner with the municipality in promoting sustainable practices.

Sincerely,

Filip Filipov

Texx Team USA

Operations Manager

Ph: 714-220-7610

Email: philip@texgreenteam.com

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF
Bartonville

Item J2.

RECYCLING COLLECTION BINS

SUMMARY

An Ordinance amending the Municipal Code of the City of Bartonville establishing rules, regulations and registrations of Recycling Collection Bins.

LEGISLATIVE INTENT

The City Council notes that the citizens of the United States disposes of more than 242.96 million tons of solid waste each year, 55%-65% of which comes from single family residences. With a national recycling rate of just 33.8% such disposal unnecessarily burdens the state's landfills and contributes to pollution and climate change by emitting greenhouse gases such as CO₂ and methane.

It is the intent of this ordinance to support and encourage, in a responsible manner, the placement and use of attended and unattended recycling collection bins. These bins are most commonly used to collect for recycling, re-sale or re-use general household goods such as clothing, shoes, books and small appliances. When enacted, this ordinance will protect the environment by increasing community recycling and reducing the burden on local landfills, and will improve the economy by creating more jobs and provide goods for reuse and recycling.

Definitions.

Recycling Collection Bin

An attended or unattended receptacle, trailer or container made of metal, wood, steel or similar material for permanent or temporary use, designed or intended for the collection of unwanted clothing, shoes, textiles, books and other household items.

Site Host

The owner or lawful occupant (or their respective representatives) of the site of a Recycling Collection Bin within the City.

Permittee

Any organization, firm or other entity that owns and receives a permit to operate a Recycling Collection Bin in the City pursuant to this Chapter.

§xxx. Qualifications of Permittee and Form of Application.

- A. It shall be unlawful to erect, place, maintain or operate any Recycling Collection Bin without first obtaining a permit issued by the City.
- B. The City shall approve permittee’s application if such application fulfills the application requirements under **§xxx. Qualifications of Permittee and Form of Application.**
- C. A permit issued under this Chapter shall be valid for one year and renewable for one-year periods thereafter.
- D. Recycling collection bins owned and/or operated by one entity for the benefit of another entity require the contact information for both entities on the permit application.

§xxx. Fee required.

- A. Initial Application (one-year period) e.g. \$25.00.
- B. Renewal Applications (one-year period) e.g. \$25.00.

§xxx. Qualifications of Permittee and Form of Application.

- A. Name, address and telephone number of contact person of the applicant.
- B. Written consent from the Site Host to place the Recycling Collection Bin on the property, including name, address and telephone number of the Site Host.
- C. Permittee must provide proof to the City of a Certificate of Liability Insurance of at least \$1million covering permittee’s Recycling Collection Bins.

§xxx. Proof of Permit

The City shall provide the permittee with one permit sticker for each approved permit. The permit sticker shall be placed in a conspicuous place in front of the recycling collection bin that is installed on the permitted property. The City will provide replacement stickers for (insert value) should the original sticker become damaged, fall off or disappear.

§xxx. Management, Maintenance; Requirements

- A. Permittee must maintain the aesthetic presentation of each recycling collection bin including fresh paint, readable signage and general upkeep.
- B. Permittee must provide to the Site Host a telephone number for requests to respond to recycling collection bin maintenance complaints.
- C. Permittee must respond to recycling collection bin maintenance complaints within 24 hours of receiving notification during regular business hours.
- D. Permittee must remove graffiti within 72 hours following receipt of notice of its existence.
- E. If a recycling collection bin becomes damaged or vandalized, it shall be repaired, replaced or removed within five days of receipt of notice of such condition.

§xxx. Placement of Recycling Collection Bins

- A. Recycling Collection Bins shall be placed on the site in a manner that does not impede vehicular or pedestrian traffic flow.
- B. Recycling Collection Bins shall not be placed in the right-of-way and shall adhere to the set-back standards for the site where they are placed.
- C. Recycling Collection Bins placed on sidewalks must allow for five (5) feet of pedestrian walkway in front of the Recycling Collection Bin.
- D. Recycling Collection Bins shall not be placed within the sight triangle of any intersection.

§xxx. Information and Label Requirement for all Bins

The front of every Recycling Collection Bin shall conspicuously display the following:

- (a) The name, address, telephone number and the Internet Web address of the Owner and Operator the recycling collection bin;

§xxx. Reporting of Recycled Goods.

The Permittee must report the total number of tons of goods diverted from the municipal waste stream in the city. Such reporting should be done on a quarterly basis to the City Clerk by letter or e-mail.

§xxx. Violations and Penalties.

- A. In addition to any other penalties or remedies authorized by law, any permittee which violates any provision of this Chapter shall be subject to a penalty of \$250 for each violation, which includes:
1. Unpermitted placement of a Recycling Collection Bin;
 2. failure to adequately respond to maintenance request pursuant to this Chapter;
 3. failure to maintain Recycling Collection Bins pursuant to this Chapter;
 4. failure to adhere to Recycling Collection Bin placement and removal provisions pursuant to this Chapter; and
 5. Failures to adhere to all permit requirements pursuant to this Chapter.
- B. If a permittee is found to have willfully violated the provisions of this Chapter and ignores mitigation, on more than 3 occasions in a calendar year, the permittee shall, in addition, be deemed ineligible to place, use or employ a recycling collection bin within the City pursuant to this Chapter for a period of five years, and the City may remove any or all of such permittee's recycling collection bins upon 30 days advance notice.

§ xxx Liability; protections

- A. A Site Host shall have the right to rescind consent for a recycling collection bin to be placed on the property, provided written notice of the rescission is provided to the permittee, as provided in their agreement but in no event less than 10 business days prior, to the recycling collection bin being removed.
- B. The Site Host will be held harmless by the permittee for the removal of an unauthorized recycling collection bin or where removal is necessary to comply with local zoning ordinances.
- C. A Site Host that causes the unauthorized removal of a permitted recycling collection bin pursuant to this chapter is civilly liable to the permittee of that recycling collection bin.
- D. Permittees shall maintain general liability insurance that covers any claims or losses due to the placement, operation or maintenance of the recycling collection recycling collection bin.

Recycle and don't
throw away with



GreenTeam
WORLDWIDE ENVIRONMENTAL GROUP

Item J2.

You can find the dedicated textile/shoes **GREEN BINS**
outside on the parking lot.

the secret double life of donated textiles

NEARLY **100%** OF DONATED TEXTILES ARE RECYCLED

They are separated into three grades:



Recycled fiber products **SAVE MONEY and RESOURCES** by using existing materials.



CLOSING THE LOOP

Recycled cloth rags use **LESS WATER, LESS ENERGY** and create a **LOWER CARBON FOOTPRINT** than all other alternatives.



The second hand clothing market provides **AFFORDABLE CLOTHING** to those in need and **ENCOURAGES GLOBAL ENTREPRENEURSHIP.**

SECOND LIFE ...



Our Advantages



One-of-a-kind, custom-made logistics management system guarantees excellent service and maintenance of all locations.



Ai Integration

Our software uses an algorithm to show us which location needs to be serviced as soon as possible. After receiving this information, we create and optimize routes to collect it in a quick and efficient manner.



Secure Bins

Designed to keep area clean and maintained. Our bins have a secure mechanism that doesn't allow intruders to get in.



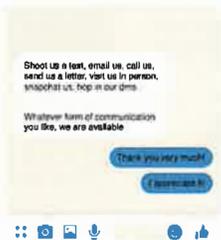
Cleanliness

Our team of dedicated workers gives us live updates of the status of the bins per visit with timestamp. So, we are always aware of what is happening at a location. No surprises



Easy to reach

If any issues arise you can call, text, or email us and we will reply as soon as possible.



Summary

At Green Team Worldwide Environmental Group, we believe in giving 110%. By using Innovative Technology, we help communities prevent clothing waste from ending up in landfill whilst also providing an opportunity for citizens in other countries to afford apparel. We thrive because of our market knowledge and the great team behind our business.



Contact Information

Miglena Minkova
Development Manager
+1 (973) 420 4634
65 Triangle Blvd, Carlstadt,
New Jersey 07072
Miglena.Minkova@GreenTeamWorldwide.com
www.GreenTeamWorldwide.com



GreenTeam

WORLDWIDE ENVIRONMENTAL GROUP



Aiming for a better and cleaner world

greenteamworldwide.com



Our Nonprofit Partners

By hosting one of our bins not only you support the environment, provide people with easy access to recycle unwanted items, but you also support local charities that we make guaranteed donations to such as L.E.A.D., Re-Purpose New Jersey, One Tree Planted and many more local charities.



Re-Purpose New Jersey

We care deeply about the planet and creating a business that gives back to nature. That's why we're thrilled to share that we're partnering with One Tree Planted to plant trees. Trees clean our air and water, create habitats for biodiversity, contribute to our health and wellbeing, and create jobs for social impact. We're honored to have reforestation through One Tree Planted as an integral part of our business model.



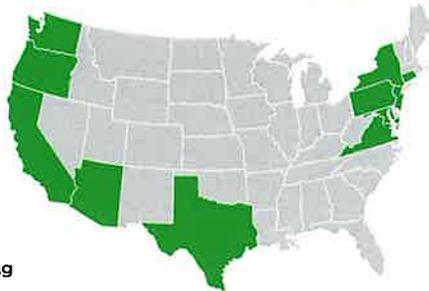
Let's Talk About Us

At Green Team Worldwide Environmental Group, we are a team of professionals, committed to high-quality service & innovation. We are passionate about what we do because we believe that by developing recycling efforts, we are being socially responsible and providing value to our communities.

We are constantly expanding our service to provide easy and convenient public recycling solutions for unwanted textiles. We currently service major metropolitan areas in the following states through our subsidiary companies:

Statistics

- 12 Service Areas
- 1000+ Locations Served
- 10+ Years of Experience
- 10 years collecting clothing in a sustainable way



135M Lbs Prevented
135 Millions pounds of clothes prevented from ending up in landfill in the last 10 years

- Texima LLC**
- New York
 - New Jersey
 - Pennsylvania
 - Maryland
 - District of Columbia
 - Virginia
 - Connecticut

- TexGreen Inc**
- Washington
 - Oregon
 - California
 - Arizona

- Texx Team USA**
- DFW area, Texas

5 Reasons to Host a Bin

- Make a positive statement about your commitment to the community and the environment.
- Earn guaranteed and steady income on a monthly basis by utilizing parts of your property that usually nobody uses.
- Build traffic to your locations by providing easy, convenient and safer way to recycle as more and more people are starting to do so.
- Support your customers and community in their efforts to be responsible citizens and improve the health of our planet.
- Help underprivileged people around the world find affordable, usable clothing.



Our Corporate Partners



Town of Bartonville
1941 E Jeter Rd.
Bartonville, TX 76226

Receipt #: 8457
User: court@townofbartonville.com
Payment Date: 5/6/2024
Batch: 205155 - Card Connect Credit/Debit
Card Batch #1213

100-4122 Zoning/CUP Fee
P&Z Fees

Zoning Text Amendment Application Filip Fi
lipov Clothing Collection: 100-4122

Amount Due: \$400.00
Applied: \$400.00
Balance: \$0.00

5/6/2024

Credit Card: \$400.00
Authorization #: 025310
Convenience Fee: \$12.00
Convenience Fee Authorization #: 025310
*****1656 Visa
Applied: \$400.00
Change: \$0.00

Exhibit 2

Denton Record-Chronicle
2413 Fort Worth Dr
(940) 387-7755

I, David Goolcharran, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Denton Record-Chronicle, a publication that is a "legal newspaper" as that phrase is defined for the city of Denton, for the County of Denton, in the state of Texas, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
May. 18, 2024

Notice ID: upS9jWe4r0nTHXjigJMm
Notice Name: 05.18.24 PH Notices - PZ 06.05 & TC 06.18.24

PUBLICATION FEE: \$70.56

I declare under penalty of perjury that the foregoing is true and correct.



Agent

SHANNEA H HOLMES
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 1, 2026

VERIFICATION

State of New Jersey
County of Hudson

Signed or attested before me on this: 05/22/2024



Notary Public
Notarized remotely online using communication technology via Proof.

TOWN OF BARTONVILLE
NOTICE OF PUBLIC
HEARINGS

The Planning and Zoning Commission for the Town of Bartonville, Texas will conduct Public Hearings beginning at 6:30 p.m. on June 5, 2024, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, to hear public comment and consider the following:

- recommendations to the Town Council regarding 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 change the zoning designation from Agriculture (A) to Residential Estates 2 (RE-2) on a 12-acre tract or parcel of land identified as Lot 1R & Lot 2R, Block A, J. Burke Survey, Abstract No. 42, in the Town of Bartonville, Denton County, Texas. The subject property is located on the southeast corner of Broome Road and Porter Road in Bartonville, Texas. The applicant is McAdams, representing property owners Rusty and Martha Rice. The Town of Bartonville file number for this application is ZC-2024-001.

- recommendations to the Town Council regarding an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Exhibit C and Chapter 19 (Accessory Building and Use Regulation s), to permit the installation and operation of Recycling Collection Bins in the Town of Bartonville. The applicant is Filip Filipov, representing Texas Green Team. The Town of Bartonville file number for this application is ZC-2024-002.

The Town Council will conduct second Public Hearings beginning at 6:30 p.m. on June 18, 2024, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, to hear public comment and consider the proposed Zoning Change and recommendations of the Planning and Zoning Commission. All interested parties are encouraged to attend.

dre 05/18/2024



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024

FROM: Kirk Riggs, Chief of Police

AGENDA ITEM: Discuss and consider approval of purchasing two new police vehicles, with the purchase agreement to begin Fiscal Year 2024-2025 and end Fiscal Year 2026-2027; not to exceed \$58,314 annually.

SUMMARY:

The Bartonville Police Department currently utilizes four patrol vehicles within its fleet. Lately, we have experienced a rise in vehicle-related expenses attributed to mechanical issues affecting many of our aging vehicles. While the initial investment in acquiring new vehicles may seem significant, it is essential to consider the long-term cost savings. Newer vehicles are more fuel-efficient, require less frequent maintenance, and have lower repair costs compared to aging vehicles.

I am requesting the purchase of two marked police vehicles to replace two existing vehicles as part of the budget considerations. These additions are important in improving our ability to keep our officers in safe and reliable vehicles.

The Bartonville Crime Control and Prevention District (CCPD) met on Tuesday, June 11, 2024 and unanimously voted to approve this agreement.

FISCAL INFORMATION:

Annual Amount: CCPD Budget - \$58,314

ATTACHMENTS:

- Government Capital Corporation Financing Proposal
- Draft Resolution
- 2024 Fleet Inventory Spreadsheet



Financing Proposal

Prepared For



Town of Bartonville

May 29, 2024

Submitted By

Government Capital Corporation

345 Miron Drive
Southlake, Texas 76092

Stephanie Cates

SVP Client Services
(817) 722-0214



Table of Contents

Corporate Overview	3
Representative Experience	3
Partial Listing of Texas City Clients	4
Proposal Summary	5
Resolution	6



Corporate Overview

Government Capital Corporation (GCC) was founded in 1992 with the primary purpose of providing tax-exempt financing solutions for state and local government entities including cities, schools, counties, and special districts. Since our inception, GCC and its affiliates have provided financing solutions exceeding \$6 billion for many different types of projects. These financings have provided funding for a wide variety of municipal needs including vehicles, technology, facilities, and heavy-duty equipment. Although we serve clients in all 50 states, one of our primary areas of focus is assisting Texas cities with acquiring essential personal property and equipment. Our team possesses extensive experience assisting local Texas governments in creating, evaluating and implementing financing structures of every type authorized by state borrowing authorities. Since our inception, we've been honored to provide financing solutions for over 560 Texas cities, representing over 45 percent of the cities in the state. In many cases, we have helped our clients adapt to and comply with regulatory changes as well as enable them to execute financings more rapidly, efficiently, and economically.

Representative Experience

City of Mathis - Government Capital's longest client relationship is with the City of Mathis, Texas. From the firm's very first funding in January of 1993 to the present day, GCC has provided the City of Mathis with millions of dollars in financing. Projects have included public works, public safety, capital equipment, energy efficiency, and technology improvements as well as various economic development projects.

City of San Saba - For over 20 years, Government Capital has assisted the City of San Saba with providing tailored financing solutions for more than 55 projects. With GCC's support, the city has financed a wide variety of vehicles, equipment, infrastructure improvements, and real estate acquisitions. The city's Economic Development Corporation has also partnered with Government Capital to fund playground and water park projects.

City of Van Horn - Since 2002, GCC has partnered with the City of Van Horn to create various financing solutions that fit the needs of the city. Projects have included numerous vehicle and equipment acquisitions as well as utility improvement projects.

City of Corrigan - Government Capital's relationship with the City of Corrigan began in 2006 and has included funding a variety of acquisitions for police vehicles, technology, and public safety equipment. Most recently, the city financed a water meter replacement project to install radio-read meters to recapture water loss.

City of Hillsboro - Since 2010, the City of Hillsboro and Government Capital have completed numerous projects and acquisitions together. These projects have included public safety vehicle acquisitions, HVAC upgrades, capital equipment procurement, and utility meter updates. Most recently, the city financed hardware and software technology upgrades for the police department.

City of Post - Government Capital has partnered with the City of Post since 2020 to fund projects from heavy equipment acquisitions to water meter replacements. Additionally, GCC has provided multiple refinancings designed to reduce interest costs, allowing the city to reallocate critical funds.

City of La Feria - Since 2005, Government Capital has provided financing solutions to the City of La Feria. Funded projects have included acquiring public safety vehicles and public works equipment. Most recently, GCC funded a city-wide utility meter replacement project.



GOVERNMENT CAPITAL
CORPORATION

Partial Listing of Texas City Clients



City of Brady



City of Stephenville



City of Troup



City of Anson



City of Dilley



City of Early



City of Eastland



City of Katy



City of Ralls



City of Poteet



City of Dublin



City of Whitney



Town of Anthony



City of Panhandle



City of Roma



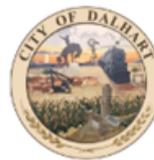
City of Liberty Hill



City of East Tawakoni



Town of Pecos City



City of Dalhart



City of Hidalgo



City of Mineral Wells



City of Chandler



City of Lamesa



City of Canyon



GOVERNMENT CAPITAL
CORPORATION

May 29, 2024

Chief Kirk Riggs
Town of Bartonville
Office: 817-693-5285
1941 E. Jeter Road
Bartonville, Texas 76247

Dear Chief,

Thank you for the opportunity to present proposed financing for the Town of Bartonville. The equipment cost will include Two (2) 2024 Fully Marked Units. I am submitting for your review the following proposed structure:

ISSUER:	Town of Bartonville, TX		
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005		
EQUIPMENT COST:	\$ 156,000.00		
TERM:	3 Payments	4 Payments	5 Payments
INTEREST RATE:	5.832%	5.832%	5.832%
PAYMENT AMOUNT:	\$ 58,313.38	\$ 44,950.20	\$ 36,949.44
PAYMENTS BEGINNING:	One year from signing, annually thereafter		

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have your financial statements on file, expediting the process. We may need current-year statements.
- ✓ We can provide familiar documentation for your legal counsel.
- ✓ We do not place a lien on your equipment and payments will be deferred a full calendar year.
- ✓ We have the option for early payoff on a payment date without penalties.

The above payment amount includes \$500 documentation fee. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are based on current markets. Upon credit approval, rates may be locked for up to thirty (30) days. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
SVP Client Services
Main: 817-421-5400



GOVERNMENT CAPITAL CORPORATION

RESOLUTION

2024-11

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING "VEHICLE(S)".

WHEREAS, Town of Bartonville (the "Issuer") desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Vehicle(s)". The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY TOWN OF BARTONVILLE:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Vehicle(s)".

Section 2. That the Finance Contract by and between the Town of Bartonville and GCC is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer appoints the Town Administrator or the Town Administrator's designee, as the authorized signer of the Finance Contract by and between the Town of Bartonville and GCC as well as any other ancillary exhibit, certificate, or documentation needed for the Contract.

Section 4. The Issuer will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended.

This Resolution has been PASSED upon Motion made by Board Member _____, seconded by Board Member _____ by a vote of _____ Ayes to _____ Nays and is effective this _____, 2024.

Issuer: Town of Bartonville

Witness Signature

Jaclyn Carrington, Mayor

Shannon Montgomery, TRMC, Town Clerk

Unit #	Year	Mileage	Description	Maintenance	Assignment
2024-01	2024	820	White Police Package Chevy Tahoe	N/A	Patrol
2024-02	2024	0	White Police Package Chevy Tahoe	N/A	Patrol
2024-03	2024	0	White Police Package Chevy Tahoe	N/A	Patrol
905	2022	24,217	Police Package Chevy Tahoe	Routine Oil Changes	Patrol
996	2018	114,385	Police Package Chevy Tahoe	New engine, fuel injectors and AC Compressor	Chief Take home vehicle
176	2016	109,981	Police Package Chevy Tahoe	Check engine light on \$2,400 to fix removed from fleet	To be sold/auction
458	2013	42,777	Citizen Model 4x4 Chevy Tahoe	N/A	Standby Unit, Training vehicle



TOWN COUNCIL COMMUNICATION

DATE June 18, 2024

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider a Resolution appointing new member(s) to the Bartonville Community Development Corporation.

SUMMARY:

The Bartonville Community Development Corporation (BCDC) has a vacant position as Mr. Jim Foringer resigned from the Board effective May 13, 2024. Staff advertised the vacancy beginning May 13, 2024 and has received three applications as of the June 7, 2024 deadline.

RECOMMENDED MOTION OR ACTION:

Move to approve a Resolution appointing XX to the Bartonville Community Development Corporation to fill the vacancy left by Mr. Foringer, with a term expiration of September 30, 2024.

ATTACHMENTS:

- Applications received
- Draft Resolution

Print

Application for Boards and Commissions - Submission #5424

Date Submitted: 5/15/2024

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

5/15/2024

08:45 PM

First Name*

James

Last Name*

Foringer

Address1*

1413 post oak lane

City*

Bartonville

State*

tx

Zip*

76226

[Redacted]

[Redacted]

Email Address

[Redacted]

Are you a registered voter*

- Yes
- No

Voter Registration Number

[Redacted]

To verify your voter registration number go to www.votedenton.com, voter information, voter lookup

Length of Residency in Bartonville*

25 years

In order to serve as an appointed official, you must be a resident of the Town for at least six (6) months. In order to serve on the Planning and Zoning Commission or Board of Adjustments, you must be a resident property owner of the Town for a least six months.

Please select which board(s) you are interested in. If more than one, prioritize your selections using the choice options below as applicable.

Choice 1*

Community Development Corporation ▼

Choice 2

Planning and Zoning Commission ▼

Choice 3

-- Select One -- ▼

Choice 4

-- Select One -- ▼

Occupation (if retired, indicate former occupation/profession)*

Sovereign Capital & Investments - owner

List any experience that qualifies you to serve in the position(s) sought:

Oversee real estate residential and commercial development

Are you currently serving on a Board, Commissions, or other capacity?*

- Yes
- No

If yes, which

Have you served on a Board, Commission, or Committee before?*

- Yes
- No

If yes, which

Please list organization memberships and positions held

Please List Areas of Special Interest

Real estate, the city of Bartonville

References

James Foringer Sr.

RECEIVED

Item J4.

TOWN OF BARTONVILLE
APPLICATION BOARD OR COMMISSION

MAY 23 2024

TOWN OF BARTONVILLE

This application and all information contained herein is a public record.
Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date: MAY 22ND 2024

Name: SCOTT DAUM

Address: 1590 POST OAK LN.

Telephone: (Home) [REDACTED] (Cell) [REDACTED]

Email Address: [REDACTED]

Length of Residency in Bartonville? 37 yrs.

Registered Voter? Yes No Voter Registration #

To verify your voter registration number go to www.votedenton.com, voter information, voter lookuper

In order to serve as an appointed official, you must be a resident of the Town for at least six (6) months. In order to serve on the Planning and Zoning Commission or Board of Adjustments, you must be a resident property owner of the Town for a least six months.

Please select any of the Board's or Commission's you wish to be considered for. **Please indicate the order of your preference by circling a number the right of the board/commission for which you are applying:**

<u>Board</u>	<u>Order of Preference</u>			
Planning and Zoning Commission	1 <u> </u>	2 <u> </u>	3 <u> </u>	4 <u>(4)</u>
Board of Adjustment	1 <u> </u>	2 <u>(2)</u>	3 <u> </u>	4 <u> </u>
Community Development Corporation	1 <u>(1)</u>	2 <u> </u>	3 <u> </u>	4 <u> </u>
Crime Control & Prevention District	1 <u> </u>	2 <u> </u>	3 <u>(3)</u>	4 <u> </u>

Occupation: (If retired, indicate former occupation or profession) COMMERCIAL
PLUMBING CONTRACTOR.

List any experience that qualifies you to serve in the position(s) sought:
HAVE HAD A BUSINESS OF SOME SORT SINCE I
WAS 16.

Are you currently serving on a Board, Commission or other capacity? If yes, please list.

No

Have you served on a Board, Commission or Committee before?

If yes, please

list: WAS ON THE ROAD COMMISSION YEARS BACK.

Please list organization membership and positions held

Please list Areas of Special Interest

CONSTRUCTION OF ALL KINDS REMODELING GOLF
HUNTING ; FISHING

References: _____


Signature

5-22-2024
Date

Please add additional pages as needed.

Return Completed Form To: **Town of Bartonville, 1941 E. Jeter Road, Bartonville, TX 76226**
Phone 817-693-5280 Fax 817-491-6367
tdixon@townofbartonville.com

Print

Application for Boards and Commissions - Submission #5450

Date Submitted: 5/28/2024

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

mm/dd/yy

hh:mm am

First Name*

terry

Last Name*

hinojosa

Address1*

1355 w jeter

City*

bartonville

State*

tx

Zip*

76236

Phone Number*

[REDACTED]

Email Address

[REDACTED]

Are you a registered voter*

- Yes
- No

Voter Registration Number

[REDACTED]

To verify your voter registration number go to www.votedenton.com, voter information, voter lookup

Length of Residency in Bartonville*

1 1/2 yrs previously 2000 to 2017

In order to serve as an appointed official, you must be a resident of the Town for at least six (6) months. In order to serve on the Planning and Zoning Commission or Board of Adjustments, you must be a resident property owner of the Town for a least six months.

Please select which board(s) you are interested in. If more than one, prioritize your selections using the choice options below as applicable.

Choice 1*

Community Development Corporation ▼

Choice 2

Crime Control & Prevention District ▼

Choice 3

Planning & Zoning Commission ▼

Choice 4

-- Select One -- ▼

Occupation (if retired, indicate former occupation/profession)*

retired former sr tech support manager for major telecom

List any experience that qualifies you to serve in the position(s) sought:

time and interest and some pretty good smarts

Are you currently serving on a Board, Commissions, or other capacity?*

- Yes
- No

If yes, which

Have you served on a Board, Commission, or Committee before?*

- Yes
- No

If yes, which

Please list organization memberships and positions held

Please List Areas of Special Interest

References

**TOWN OF BARTONVILLE, TEXAS
RESOLUTION 2024-13**

**A RESOLUTION OF THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS,
PROVIDING FOR THE APPOINTMENT OF A PERSON TO FILL A VACANCY OF AN
UNEXPIRED TWO-YEAR TERM ON THE BOARD OF DIRECTORS OF THE
BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION.**

WHEREAS, the Town of Bartonville, Texas is a Type “A” General Law Municipality located in Denton County, Texas, 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, on February 4, 2002, Town of Bartonville voters approved the adoption an additional Sales and Use Tax for projects authorized by Section 4B of the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Art. 5190.6, as amended (hereinafter “The Development Corporation Act”); and

WHEREAS, Article II, Section 1(B), of the Bartonville Community Development Corporation Bylaws, provides that vacancies on the Board shall be filled by appointment of the Town Council.

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

Section 1: THAT ALL matters stated in the preamble are true and correct and are incorporated herein by reference, as if copied in their entirety.

Section 2: THAT the following persons are hereby appointed to fill a vacancy of an unexpired term on the Board of Directors of the Bartonville Community Development Corporation, effective June 18, 2024, for a two-year term expiring as noted below:

Regular Members:

1. _____ (expires September 2024)

Section 3: THAT this resolution shall take effect immediately upon passage by the Town Council.

PASSED AND APPROVED this the 18th day of June 2024.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider a Resolution voting for Jim Carter to the Denco Area 9-1-1 District Board of Managers.

SUMMARY:

State Law provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district. Each year on September 30th, the term of one of the two members appointed by participating municipalities expires and this year Jim Carter’s term expires. Members are eligible for consecutive terms and Jim Carter has expressed his desire to serve another term.

At the May 21, 2024, meeting Town Council approved a Resolution nominating Jim Carter to the Denco Area 9-1-1 District Board of Managers.

On June 3, 2024, the Town received the Denco Area 9-1-1 Voting Packet with the slate of nominees for consideration, which must be submitted by the end of July.

RECOMMENDED MOTION OR ACTION:

Move to approve a Resolution voting for Jim Carter to the Denco Area 9-1-1 District Board of Managers.

ATTACHMENT:

- Draft Resolution

**TOWN OF BARTONVILLE, TEXAS
RESOLUTION 2024-12**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE,
DENTON COUNTY, TEXAS, VOTING FOR JIM CARTER TO THE DENCO AREA 9-1-1
DISTRICT BOARD OF MANAGERS.**

WHEREAS, Section 722, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District; and

THEREFORE, BE IT RESOLVED AND ORDERED, BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS:

SECTION 1

The Town of Bartonville, Texas, hereby VOTES for Jim Carter as a member the Denco Area 9-1-1 District Board of Managers.

SECTION 2

This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 18th day of June 2024.

APPROVED:

ATTEST:

Jaclyn Carrington, Mayor

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discussion on renewing the solid waste franchise agreement with Waste Connections or directing staff to proceed with request for proposals.

SUMMARY:

The term of the solid waste franchise agreement is for a period of five years which commenced on January 1, 2019, and concludes on December 31, 2024. At the expiration of the term, the agreement may be extended for successive periods of five years upon the mutual written agreement of Waste Connections and the Town of Bartonville.

The original agreement began in 2014 and was extended by five years in 2019.

If the Town Council chooses not to renew the agreement this time, Staff will need to be directed to proceed with request for proposals.

FISCAL INFORMATION:

RECOMMENDED MOTION OR ACTION:

ATTACHMENTS:

Current agreement with Waste Connections

**TOWN OF BARTONVILLE
ORDINANCE NO. 555-13
SOLID WASTE COLLECTION AND RECYCLING SERVICES**

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS, GRANTING AN EXCLUSIVE FRANCHISE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION AND RECYCLING SERVICES TO PROGRESSIVE WASTE SOLUTIONS; PROVIDING RIGHTS, DUTIES AND OBLIGATIONS OF THE TOWN AND PROGRESSIVE WASTE SOLUTIONS; AUTHORIZING THE MAYOR TO EXECUTE A SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT; REQUIRING USE OF THE FRANCHISE SERVICES EXCLUSIVELY BY ALL CITIZENS WHO WISH TO UTILIZE THE SERVICES OF A SOLID WASTE COLLECTION AND DISPOSAL COMPANY; PROHIBITING SOLID WASTE COLLECTION AND DISPOSAL BY COMPANIES NOT FRANCHISED BY THE TOWN; PROVIDING A PENALTY FOR COMPANIES OPERATING WITHOUT A FRANCHISE AGREEMENT; AND SETTING A FRANCHISE FEE IN THE AMOUNT OF SIX PERCENT (6%) OF GROSS COLLECTIONS; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) PER OFFENSE; PROVIDING SAVINGS; PROVIDING SEVERABILITY; PROVIDING FOR ENROLLMENT AND ENGROSSMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER 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 collection of municipal solid waste is a governmental function performed for protection of the public health, safety and general welfare; and

WHEREAS, it is more efficient for the Town to contract with a waste services provider for collection of residential municipal solid waste; and

WHEREAS, the Town Council of the Town of Bartonville, desires to enter into a Solid Waste Collection and Recycling Agreement for the collection of residential municipal solid waste and recycling materials with Progressive Waste Solutions; and

WHEREAS, the Town and Progressive Waste Solutions (the “Company”) have agreed that a franchise should be granted, permitting the Company the use of public streets, highways, and thoroughfares within the Town of Bartonville for the purposes of performing such services;

WHEREAS, the Town Council of the Town of Bartonville desires to grant an exclusive franchise agreement with Progressive Waste Solutions for an initial term of five years in accordance with the Solid Waste Collection and Recycling Agreement (“Agreement”); and

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

SECTION 1.

All of the facts recited in the preamble to this Ordinance are hereby found by the Town Council to be true and correct and are incorporated by reference herein and expressly made a part hereof for all purposes.

SECTION 2.

The Town of Bartonville hereby grants to Progressive Waste Solutions, its successors and assigns, the right, privilege and franchise for the term of five (5) years, with the option to extend for two (2) three-year terms, to use the public streets, highways and/or thoroughfares within the Town for the purpose of the collection and removal of solid waste and recycling materials. The right so granted includes the right to use said streets, alleys, public ways and public places and all manner of easements for the purposes herein set forth, consistent with local ordinances and local laws and with the permission of and supervision by the Town.

SECTION 3.

Progressive Waste Solutions shall remit on a monthly basis a street use fee of six (6%) percent of the gross revenue collected from customers within the Town limits of Bartonville. The Town reserves the right to audit Company's records at any time with seven (7) days prior notice.

SECTION 4.

No assignment of this franchise shall be valid or binding unless the assignment is in writing approved by the Town of Bartonville.

SECTION 5.

The rights, duties and obligations of the Town and Progressive Waste Solutions (the "Company") shall be as provided for in a Solid Waste Collection and Recycling Agreement (the "Agreement"), which is attached and incorporated herein as Exhibit "A", between the Town and the Company. In the event of a conflict between the Agreement and this ordinance, the provisions of this ordinance shall prevail.

SECTION 6.

The Town Council of the Town of Bartonville authorizes the Mayor to execute the Agreement with Progressive Waste Solutions to provide residential and commercial solid waste collection and recycling services in accordance with the terms and conditions of the attached Agreement.

SECTION 7.

The solid waste collection and recycling services contracted for by the Town of Bartonville from Progressive Waste Solutions referenced in the Agreement shall be utilized exclusively by all citizens who wish to obtain the services of a solid waste collection and disposal company. The collection and disposal of solid waste and recycling materials within the incorporated limits of the Town of Bartonville by any company not franchised by this Ordinance is hereby prohibited. Nothing contained in this ordinance should be construed as to prohibit residents from properly disposing of their own residential solid waste or recycling materials.

SECTION 8.

Any person, firm or corporation who shall violate any provision of this section, or who shall fail to comply with any provision hereof, within the corporate limits of Town of Bartonville shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not to exceed five dollars (\$500.00), each day any violation or noncompliance continues shall constitute a separate and distinct offense.

SECTION 9.

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 10.

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 11.

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 12.

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 13.

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 14.

This Ordinance shall be in full force and effect on January 21, 2014 at 12:01 a.m.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by a vote of 3 to 0 this the 30th day of June 2013.

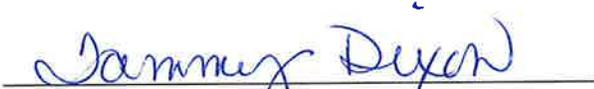
APPROVED:



Ron Robertson, Mayor



ATTEST:



Tammy Dixon, Town Secretary

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

JANUARY 1, 2014

**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**

STATE OF TEXAS

COUNTY OF DENTON

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of January 1, 2014, by and between Progressive Waste Solutions of TX, Inc., a Texas Corporation (the "Service Provider"), and the Town of Bartonville, Texas (the "Town").

WHEREAS, the Town, subject to the terms and conditions set forth herein and the ordinances and regulations of the Town, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as such terms are defined herein) within the Town's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the Town hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bulky Item - Any item not measuring in excess of either forty-eight (48) inches in length or one-hundred (100) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches, and other similar household items.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers, and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the Town.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not

limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the Town by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the Town Manager and agreed to by the Service Provider.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural

operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Recyclable Materials -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

Recycling Container – A Container with sixty-five (65) gallons of capacity and provided by the Service Provider for the collection of Recyclable Materials.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

Temporary Dumpster - A Container with either six (6) cubic yards or eight (8) cubic yards of capacity.

White Good - Any item not measuring in excess of either three (3) cubic feet in size or one-hundred (100) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The Town hereby grants to the Service Provider, in accordance with the Town's ordinances and regulations governing the collection, hauling, recycling and disposal of Municipal Solid Waste,

Construction and Demolition Waste and Recyclable Materials, the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the Town's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the Town shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the Town fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the Town against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages arising from the Town's failure to enforce this Agreement.

SECTION 3. OPERATIONS.

A. **Scope of Operations.** It is expressly understood and agreed that the Service Provider will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the Town's corporate limits, including any territories annexed by the Town during the term of this Agreement (the "**Services**").

B. **Nature of Operations.** The Town hereby grants to the Service Provider, in accordance with the Town's ordinances and regulations governing the collection, hauling and recycling or disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials collected, hauled and recycled or disposed of by the Service Provider over, upon, along and across the Town's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTIONS.

For the Services provided to Single-Family Residential Units under this Section 4, the Service Provider shall charge each Single-Family Residential Unit located within the City's corporate limits and billed by the City for water and sewer services the applicable monthly rate(s) contained in Attachment "A".

A. **Single-Family Residential Units.** The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units once per week; **provided**, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. Optional Recyclable Materials Collections. Upon written request from a Single-Family Residential Unit, the Service Provider shall provide such Single-Family Residential Unit with a Recycling Container and will collect Recyclable Materials from such Single-Family Residential Unit once per week; provided, that (i) such Recyclable Materials are placed in the Recycling Container provided by the Service Provider, and (ii) such Recycling Container is placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall be compensated for the Services provided under this Section 4.B. at the rates contained in Attachment "A".

C. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. Municipal Solid Waste and Recyclable Materials in excess of the Containers' limits, or placed outside or adjacent to the Containers, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the Town shall require the Single-Family Residential Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Attachment "A".

D. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Containers; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The Town shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units as needed each week, as provided for in Attachment "A". The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Attachment "A". The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the

Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under this Section 5, the Service Provider shall charge each Commercial, Industrial and Multi-Family Residential Unit located within the City's corporate limits and billed by the City for water and sewer services the applicable rate(s) contained in Attachment "A".

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

A. Municipal Locations. The Service Provider will provide, at no cost to the Town, up to an aggregate number of five (5) Roll-Outs to collect Municipal Solid Waste at certain municipal locations within the Town once per week.

B. Spring Clean-Up. The Service Provider will provide, at no cost to the Town, on one (1) day each calendar year of this Agreement either (i) four (4) Roll-Offs, with one free haul of each Roll-Off or (ii) up to six (6) hours of use of two (2) rear-load trucks (each with a driver and one (1) helper), to collect Municipal Solid Waste at the Town's annual spring clean-up; provided, that the Town gives the Service Provider reasonable prior written notice of the date of such spring clean-up.

C. Annual Recycling Event. The Service Provider will provide, at no cost to the Town, up to five (5) Roll-Outs each calendar year to collect Recyclable Materials at the Town's annual recycling event.

SECTION 7. BULKY ITEMS AND BUNDLES.

A. Pre-Arranged Collections. The Service Provider will collect Bulky Items and Bundles from Single-Family Residential Units once per week, as designated by the Service Provider; provided, that the Bulky Items and/or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) are reasonably contained, and (C) do not exceed three (3) cubic yards in total volume or have any individual item exceeding one-hundred (100) pounds in weight. The Service Provider shall only be responsible for collecting, hauling and recycling or disposing of Bulky Items and Bundles from those Single-Family Residential Units that have complied with Sections 1 and 7.A. hereof. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Section 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off or Temporary Dumpster Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are listed in Attachment "A". These rates and fees apply to the City and all Commercial, Industrial and Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the Town, to increase the rates set forth in Attachment "A", attached hereto (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase under this Section 10.A. shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 10.A., at any time during the term of this Agreement, the Service Provider may petition the Town for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein, including, but not limited to, changes in the cost of disposal and changes in the cost of diesel fuel. At the time of any such petition, the Service Provider shall provide the Town with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The Town shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the Town fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the Town.

C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of

such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Service Provider's Roll-Off or Temporary Dumpster Services.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2014 and concluding on December 31, 2018. At the expiration of the term of this Agreement, the Agreement may be extended for successive periods of five (5) years upon the mutual written agreement of the parties.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the Town; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the Town's consent.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the Town agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The Town shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the Town also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Billings for Single-Family Residential Unit Services. On a quarterly basis, the Service Provider agrees to bill and collect the rates and fees charged in Attachment "A", attached hereto from all Single-Family Residential Units possessing active water meters within the Town's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste and Recyclable Materials within the Town's corporate limits (the "Residential Billing"), plus any applicable sales, use or service taxes.

B. Billings for Commercial, Industrial and Multi-Family Residential Unit Services. On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged in Attachment "A", attached hereto, from all Commercial, Industrial and Multi-Family Residential Units possessing active water meters within the City's corporate limits as well as from all other Commercial, Industrial and Multi-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial Billing"), plus any applicable sales, use or service taxes.

C. Billings for Roll-Off, Temporary Dumpster and Compactor Services. The Service Provider will bill and collect the rates charged in Attachment "A", attached hereto, from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Offs, Temporary Dumpsters and compactors (the "Additional Service Billing"), plus any applicable sales, use or service taxes.

D. Franchise Fee. On a monthly basis, the Service Provider shall remit to the City an amount equal to (i) six (6%) of the gross receipts collected from the Residential Billing during the immediately preceding month, plus (ii) six percent (6%) of the gross receipts collected from the Commercial Billing during the immediately preceding month, plus (iii) six percent (6%) of the gross receipts collected from the Additional Service Billing during the immediately preceding month (clauses (i) through (iii) collectively referred to as the "Franchise Fee"). The Franchise Fee shall be remitted to the City in arrears on or before the last day of each month, commencing on February 28, 2014.

E. Taxes. In addition to the amounts billed and collected by the Service Provider hereunder, the Service Provider shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions

to the Town so that the Town can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials continue to be placed outside of the Containers, the Town shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Attachment "A". attached hereto, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the Town's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the Town within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the Town is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the Town from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the Town; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the Town, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such

original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following business day.

SECTION 19. CUSTOMER SERVICE.

The Service Provider agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Service Provider and the Town agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the Town that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the Town's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The Town shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

SECTION 21. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials onto the Town's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the Town's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 24 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. Upon the Town's request, the Service Provider shall furnish the Town with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the Town and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the Town, its agents, directors, employees, officers and servants.

SECTION 26. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 27. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 28. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 29. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation

or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

SECTION 30. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the Town:

Town of Bartonville
1941 East Jeter Road
Bartonville, TX 76226
Attn: Town Administrator

If to the Service Provider:

Progressive Waste Solutions of TX, Inc.
P.O. Box 249
Justin, TX 76247
Attn: Division Manager

With a Copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 31. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 32. ACCEPTANCE.

PASSED AND APPROVED BY THE TOWN OF BARTONVILLE COMMISSION MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 30 DAY OF July, 2013.

PROGRESSIVE WASTE SOLUTIONS OF TX, INC.

TOWN OF BARTONVILLE

By: _____
John Gustafson, Vice President

By: [Signature]
Name: RON ROBERTSON
Title: MAYOR



ATTEST:
[Signature]
Name: Fanny Dixon
Title: Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: June 18, 2024

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Receive an update on bar ditches/drainage.

SUMMARY:

This item was placed on the agenda at the request of Mayor Pro Tem Chapman.

The recent rains have revealed several areas related to drainage that need improvement throughout the Town. While some of the drainage issues relate to the atypical volume of rain that has fallen over the past few months, there are also maintenance and failure issues that will need to be addressed.

Much of this work is the responsibility of the landowners, per Town Ordinance Article 6.06 Maintenance of Stormwater Drainage Facilities. The ordinance is attached, but in general it states that the owner or occupant of private property is responsible for the drainage of that property, including clearing sediment that may impede stormwater flow, and also not allowing erosion from their property to impact adjacent properties.

The Town is responsible for drainage cross connections beneath the public roadways. In the past year we have made significant repairs to drainage structures under Landfall Circle and Stonewood Boulevard and replaced the culvert under W. Jeter Road. We are currently working on a solution for a culvert under Gibbons Road just north of Seals Road and we continue to monitor the other culverts in our system.

It was also noted during the recent downpours that at least two of the drainage issues where water topped our public roadways were caused by improperly maintained bar ditches and culverts on properties not located within Town limits. Staff met with Denton County, and we are now sending pictures and property addresses of those issues to them for follow up.

The staff is looking for Council direction on how to proceed.

FISCAL INFORMATION: Unknown

RECOMMENDED MOTION OR ACTION: None

ATTACHMENTS:

- Article 6.06. Maintenance of Stormwater Drainage Facilities

Chapter 6. Health and Sanitation

ARTICLE 6.06. MAINTENANCE OF STORMWATER DRAINAGE FACILITIES

§ 6.06.001. Definitions.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns. This definition includes all federal, state, and local government entities.

Stormwater collection and conveyance facility. Any device such as a bridge, culvert, and ditch constructed in conformance with the Code of Ordinances and composed of a virtually non-erodible material such as concrete, steel, plastic (polyvinyl) or other such material that conveys water over, under or across real property, or any cut, excavated or constructed drainage ditch or slough intended to convey stormwater or surface water over, under or across land.

(Ordinance 536-12 adopted 11/20/12)

§ 6.06.002. Maintenance required.

An owner or occupant of private property shall maintain any stormwater collection conveyance facility developed under the town subdivision regulations and/or any stormwater drainage erosion and sediment control facility.

(Ordinance 536-12 adopted 11/20/12)

§ 6.06.003. Sediment accumulation.

No person shall cause, permit, suffer, or allow the accumulation of sediment in any stormwater collection facility regulated by this article so as to impede the designed flow of stormwater or drainage, or which otherwise causes flooding or unhealthy retention of stormwater.

(Ordinance 536-12 adopted 11/20/12)

§ 6.06.004. Erosion and sedimentation control.

Any person who owns, possesses, is in custody of, or exercises control of property shall be responsible for any silt, mud, sediment or sands transported from the property onto the lands of another by drainage. The intent of this article is that owners, builders, and developers make provisions for preventing erosion and sedimentation control at such time as their property is proposed for development, use, or modification, and to continue such preventive measures during the actual construction and development of the property. Additionally, any persons who, after construction and development, own, possess, and in custody of or who exercise control of the property are responsible for preventing the erosion and sedimentation as provided in this article.

(Ordinance 536-12 adopted 11/20/12)

§ 6.06.005. Declaration of nuisance.

In addition to other remedies as provided by law, any person who violates the provisions of this article shall be deemed to have created a public nuisance which may be abated pursuant to chapter 54 of the Texas Local Government Code.

(Ordinance 536-12 adopted 11/20/12)