



TOWN COUNCIL WORKSHOP AND SPECIAL MEETING AGENDA

September 05, 2023 at 6:00 PM

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

A. CALL WORKSHOP TO ORDER

1. Discussion of Proposed Budget for Fiscal Year 2023-2024 and all things related thereto.

B. ADJOURN WORKSHOP

C. CALL SPECIAL SESSION TO ORDER IMMEDIATELY FOLLOWING WORKSHOP

D. PLEDGE OF ALLEGIANCE

E. 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.

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 August 15, 2023 Workshop and Regular Meeting Minutes.
2. Consider approval of a Resolution designating the Denton Record Chronicle as the official newspaper of the Town of Bartonville for Fiscal Year 2023-2024.
3. Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.
4. Consider approval of a contractor services agreement with Analisa Griffith, RS/DS for OSSF Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.
5. Consider approval of a contractor services agreement with Bureau Veritas North America, Inc. for Health Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.
6. Consider approval of a contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

G. ACTION ITEMS

1. Discuss and consider approval of the proposed annual budget for the Bartonville Community Development Corporation for Fiscal Year 2023-2024.
2. Public Hearing to receive comment and to consider the proposed annual budget for the Town of Bartonville for Fiscal Year 2023-2024.

H. FUTURE ITEMS

I. ADJOURNMENT

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, September 1, 2023 prior to 5pm

The Town Council reserves the right to adjourn into executive session during the course of this meeting to discuss any item on the posted agenda as authorized by Chapter 551 of the Texas Government.

Agenda Removed from Town of Bartonville Bulletin Board on: _____

By: _____, *Title:* _____



TOWN COUNCIL COMMUNICATION

DATE September 5, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discussion of Proposed Budget for Fiscal Year 2023-2024 and all things related thereto.

SUMMARY:

Town Council held a Budget Workshops on July 25, 2023, and August 15, 2023, to discuss priorities for the upcoming 2023-24 Fiscal Year Budget.

This updated **DRAFT** Budget includes funding for the priorities expressed by Town Council during those workshops.

This includes:

- Continuing the annual Tree Trimming project to increase visibility and improve safety adjacent to public rights-of-way.
- Purchase of a new Police Cruiser to replace one of the aging units in the fleet.
- Funding for Special Events, including a Christmas tree lighting celebration and Memorial Day event.
- Adjustments to salaries as discussed during the August 15, 2023, workshop.
- Actual insurance costs for the upcoming fiscal year.

Town Council may continue to make modifications to the budget until adoption.

ATTACHMENTS:

- **DRAFT** Budget

Town of Bartonville
GENERAL FUND

Item A1.

	FY 2022	FY 2023	FY 2024
	Budget	Adopted Budget	Proposed Budget
BEGINNING FUND BALANCE		1,571,799	362,322
TRANSFER FROM FUND BALANCE			
Transfer to Reserve Fund	-	282,596	-
Transfer to Street Improvement Fund	-	1,000,000	-
REVISED FUND BALANCE		289,203	362,322
REVENUES			
Property Taxes	825,238	943,000	1,050,000
Sales & Beverage Tax	715,000	759,800	785,000
Franchise Fees	161,000	157,500	200,000
Permit & Development Fees	279,400	162,900	180,000
Municipal Court	52,000	60,000	85,000
Other/Transfer	19,000	64,000	169,300
TOTAL REVENUE	2,051,638	2,147,200	2,469,300
EXPENDITURES			
ADMINISTRATION			
Salaries & Wages	319,400	421,410	422,893
Medical Benefits	38,864	74,974	76,276
Advertisements & Notices	4,000	4,500	4,500
Appraisal & Tax Collection Services	9,000	9,000	9,000
Contracted Services	380,250	307,310	339,610
Audit & Accounting Services	6,000	15,000	22,500
Fees & Service Charges	670	1,170	1,170
Banners & Signs	10,000	10,000	10,000
Clean Up Day	10,000	7,000	9,000
Computer Hardware & Software	29,000	30,000	36,430
Supplies/Postage/Printing	15,830	13,500	13,500
Copier Lease/Supplies/Maintenance	5,000	5,000	7,500
Dues & Memberships	4,000	4,000	5,000
Election Expense	12,500	12,500	14,000
Insurance - Property & Liability	4,750	5,872	7,500
Repairs & Maintenance	23,000	27,000	25,000
Public Transportation	1,180	1,180	1,180
Publications/Subscriptions	1,000	1,500	1,500
Records Management	3,500	6,000	6,000
Town Meetings/Events	1,800	6,000	21,000
Travel & Training	6,000	6,000	8,000
Utilities	17,500	17,500	17,500
Waste Water	-	36,300	36,300
Capital Improvements	150,000	-	50,000
ADMIN EXPENSES	903,244	1,022,716	1,145,359

Town of Bartonville
GENERAL FUND

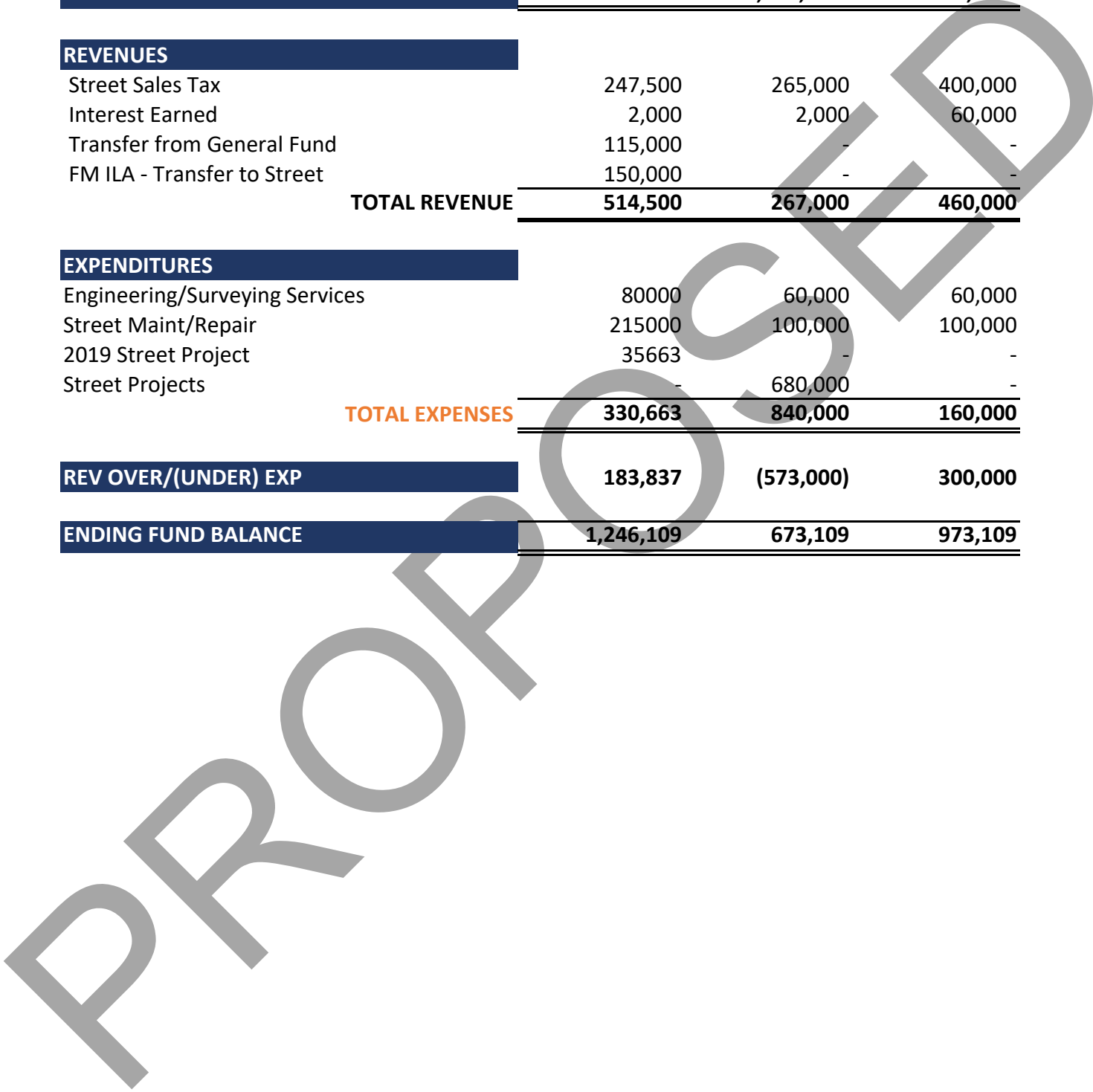
Item A1.

	FY 2022 Budget	FY 2023 Adopted Budget	FY 2024 Proposed Budget
POLICE DEPARTMENT			
Salaries & Wages	482,282	595,835	595,027
Medical Benefits	68,000	97,113	100,415
Vehicle Maintenance	8,000	8,000	12,000
Operations & Supplies	15,900	20,000	20,000
Computer Software & Maintenance	51,800	20,000	29,631
Contracts	6,025	7,500	8,000
Dues & Memberships	1,000	1,000	1,000
Fuel & Lubricants	12,000	15,000	22,000
Insurance	28,172	32,917	32,917
Travel & Training	2,000	3,000	3,500
Uniforms	3,500	4,000	4,000
POLICE EXPENSES	678,679	804,365	828,490
MUNICIPAL COURT			
Municipal Court Expenses	6,600	5,400	6,600
TOTAL EXPENDITURES	1,588,523	1,832,481	1,980,449
TRANSFERS FROM GENERAL FUND			
Transfer to Street Fund	115,000	-	-
Transfer to Capital Imp Fund	25,000	10,000	10,000
Transfer to Grants (Lantana Town Center 380)	250,000	210,000	210,000
Transfer to Vehicle/Equip Replacement Fund	21,600	21,600	94,000
Transfer to Tax Note Fund	51,515	-	-
TOTAL TRANSFERS	463,115	241,600	314,000
REV OVER/(UNDER) EXP & TRANSFERS	-	73,119	174,851
ENDING FUND BALANCE		362,322	537,173
REVISED REV OVER/(UNDER) EXP		73,119	174,851
REVISED ENDING FUND BALANCE		362,322	537,173

Street Maintenance Sales Tax Restricted Fund

Fund: 170

	FY 2022	FY 2023	FY 2024
	Budget	Adopted Budget	Proposed Budget
BEGINNING FUND BALANCE		1,246,109	673,109
REVENUES			
Street Sales Tax	247,500	265,000	400,000
Interest Earned	2,000	2,000	60,000
Transfer from General Fund	115,000	-	-
FM ILA - Transfer to Street	150,000	-	-
TOTAL REVENUE	514,500	267,000	460,000
EXPENDITURES			
Engineering/Surveying Services	80,000	60,000	60,000
Street Maint/Repair	215,000	100,000	100,000
2019 Street Project	35,663	-	-
Street Projects	-	680,000	-
TOTAL EXPENSES	330,663	840,000	160,000
REV OVER/(UNDER) EXP	183,837	(573,000)	300,000
ENDING FUND BALANCE	1,246,109	673,109	973,109



Street Improvement Fund-Council Designated

Fund: 310

	FY 2022 Budget	FY 2023 Adopted Budget	FY 2024 Proposed Budget
BEGINNING FUND BALANCE	-	-	1,000,000
TRANSFERS IN			
Transfer in from Fund Balance	-	1,000,000	-
TOTAL	-	1,000,000	-
EXPENDITURES			
Street Projects	-	-	-
	-	-	-
TOTAL EXPENSES	-	-	-
REV OVER/(UNDER) EXP	-	1,000,000	-
ENDING FUND BALANCE	-	1,000,000	1,000,000

PROPOSED

Town of Bartonville
Reserve Fund

Item A1.

Fund: 150

	FY 2022	FY 2023	FY 2024
	Budget	Adopted	Proposed
	Budget	Budget	Budget
BEGINNING FUND BALANCE	316,639	317,404	601,000
INTEREST & TRANSFERS IN			
Interest	765	1,000	15,000
Transfer in from Fund Balance	-	282,596	-
TOTAL	765	283,596	15,000
Interest Earned			
ENDING FUND BALANCE	317,404	601,000	616,000

PROPOSED

Economic Development Liability
(Lantana Town Center Grants)

Fund: 180

	FY 2022	FY 2023	FY 2024
	Budget	Adopted	Proposed
	Budget	Budget	Budget
BEGINNING FUND BALANCE		80,499	25,499
TRANFERS IN			
Transfer from General Fund	250,000	210,000	210,000
TOTAL	250,000	210,000	210,000
EXPENDITURES			
LTC Sales Tax Grants	115,000	175,000	165,000
LTC Property Tax Grants	85,000	90,000	54,000
TOTAL EXPENSES	200,000	265,000	219,000
REV OVER/(UNDER) EXP	50,000	(55,000)	(9,000)
ENDING FUND BALANCE	80,499	25,499	16,499

PROPOSED

Town of Bartonville
Building Maintenance Fund

Item A1.

Fund: 300

	FY 2022 Budget	FY 2023 Adopted Budget	FY 2024 Proposed Budget
BEGINNING FUND BALANCE		39,639	34,939
TRANFERS IN			
Interest Earned	300	300	300
Transfer from General Fund	25,000	10,000	10,000
TOTAL	25,300	10,300	10,300
EXPENDITURES			
Building Improvements-Town Hall	25,000	15,000	15,000
TOTAL EXPENSES	25,000	15,000	15,000
REV OVER/(UNDER) EXP	300	(4,700)	(4,700)
ENDING FUND BALANCE	39,639	34,939	30,239

PROPOSED

Town of Bartonville
Vehicle Computer Fund

Item A1.

Fund: 301

	FY 2022 Budget	FY 2023 Adopted Budget	FY 2024 Proposed Budget
BEGINNING FUND BALANCE	50,805	9,805	16,405
TRANSFERS IN			
Transfer from General Fund	21,600	21,600	94,000
TOTAL	21,600	21,600	94,000
EXPENDITURES			
Computers	2,300		
Vehicle Equipment	60,300	15,000	2,300
Vehicle Replacement			80,000
TOTAL EXPENSES	62,600	15,000	82,300
REV OVER/(UNDER) EXP	(41,000)	6,600	11,700
ENDING FUND BALANCE	9,805	16,405	28,105

PROPOSED

Tax Note Fund

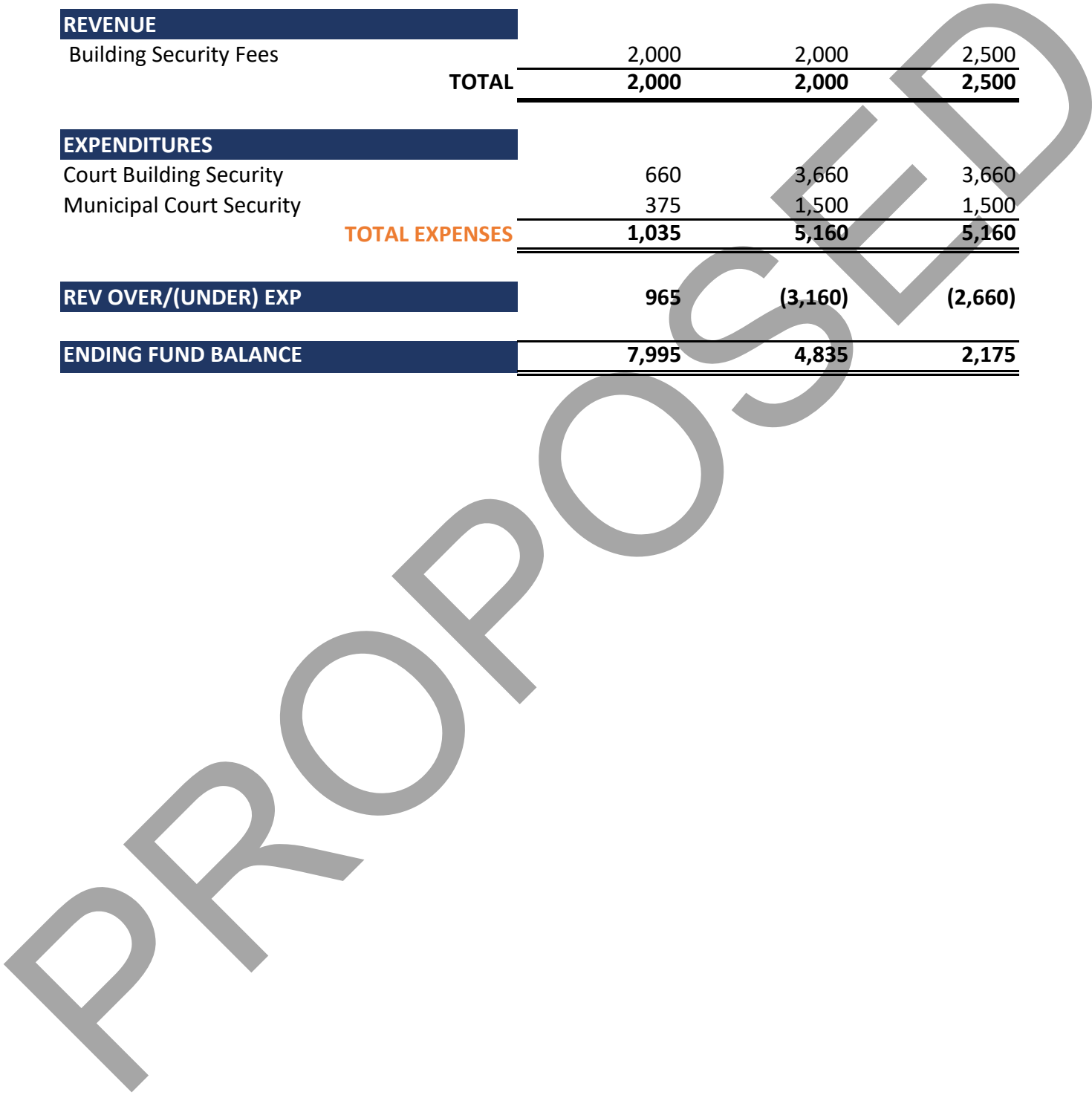
Fund: 200

	FY 2022	FY 2023	FY 2024
	Budget	Adopted	Proposed
	Budget	Budget	Budget
BEGINNING FUND BALANCE		614,000	298,948
TRANFERS IN			
Interest Earned	2,500	2,500	18,604
Transfer from General Fund	51,515	-	-
TOTAL	54,015	2,500	18,604
EXPENDITURES			
Tax Note Payment	317,567	317,552	317,552
TOTAL EXPENSES	317,567	317,552	317,552
REV OVER/(UNDER) EXP	-	(315,052)	(298,948)
ENDING FUND BALANCE	614,000	298,948	-

Court Security Fund-Restricted

Fund: 210

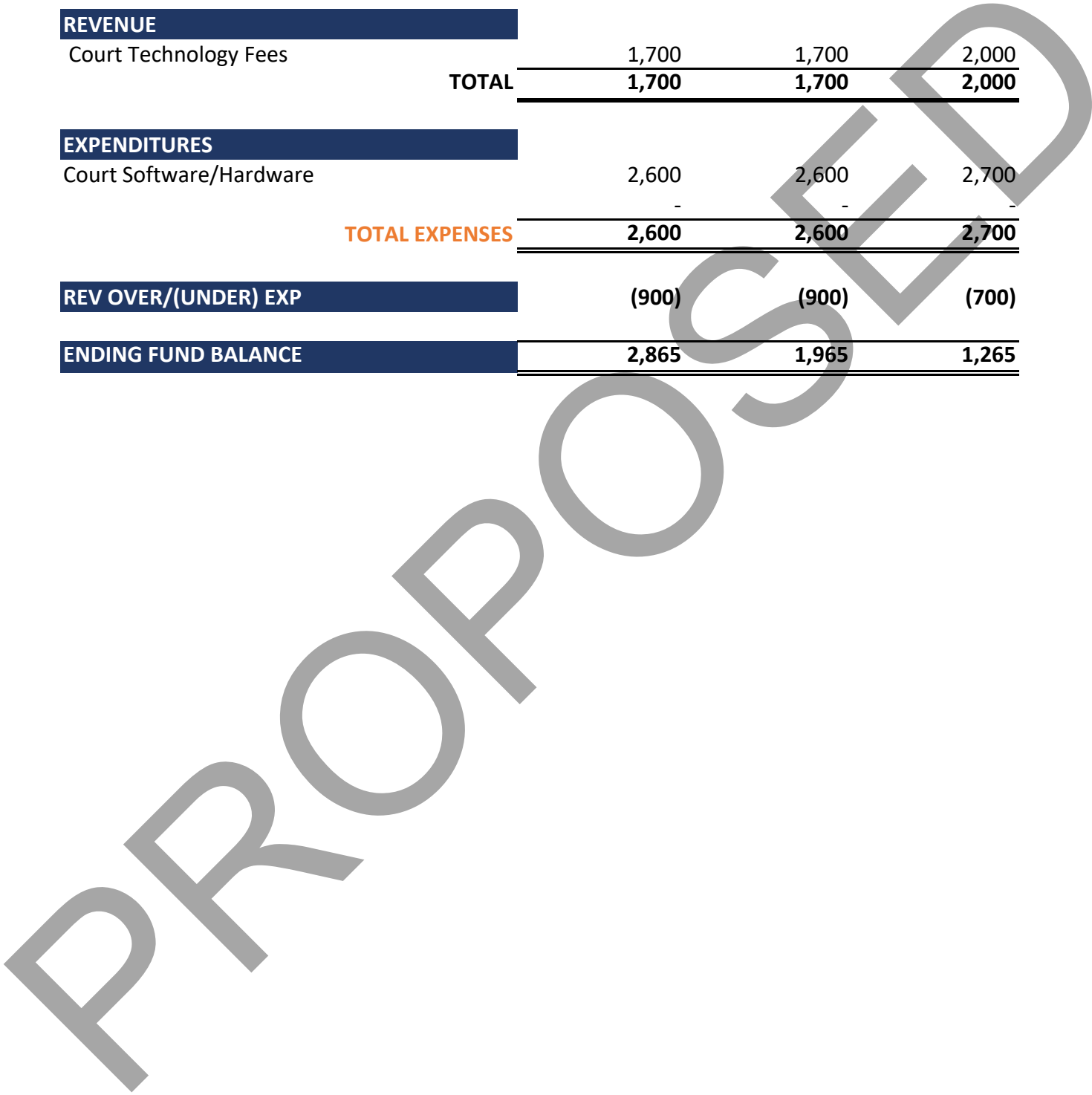
	FY 2022	FY 2023	FY 2024
	Budget	Adopted	Proposed
	Budget	Budget	Budget
BEGINNING FUND BALANCE	7,030	7,995	4,835
REVENUE			
Building Security Fees	2,000	2,000	2,500
TOTAL	2,000	2,000	2,500
EXPENDITURES			
Court Building Security	660	3,660	3,660
Municipal Court Security	375	1,500	1,500
TOTAL EXPENSES	1,035	5,160	5,160
REV OVER/(UNDER) EXP	965	(3,160)	(2,660)
ENDING FUND BALANCE	7,995	4,835	2,175



Court Technology Fund - Restricted

Fund: 220

	FY 2022	FY 2023	FY 2024
	Budget	Adopted Budget	Proposed Budget
BEGINNING FUND BALANCE	3,765	2,865	1,965
REVENUE			
Court Technology Fees	1,700	1,700	2,000
TOTAL	1,700	1,700	2,000
EXPENDITURES			
Court Software/Hardware	2,600	2,600	2,700
	-	-	-
TOTAL EXPENSES	2,600	2,600	2,700
REV OVER/(UNDER) EXP	(900)	(900)	(700)
ENDING FUND BALANCE	2,865	1,965	1,265



Court Truancy Fund - Restricted

Fund: 230

	FY 2022	FY 2023	FY 2024
	Budget	Adopted	Proposed
	Budget	Budget	Budget
BEGINNING FUND BALANCE	4,422	6,122	7,822
REVENUE			
Court Technology	1,700	1,700	2,500
TOTAL	1,700	1,700	2,500
EXPENDITURES			
	-	-	-
	-	-	-
TOTAL EXPENSES	-	-	-
REV OVER/(UNDER) EXP	1,700	1,700	2,500
ENDING FUND BALANCE	6,122	7,822	10,322

PROPOSED

Town of Bartonville
Community Development Corporation

Item A1.

Fund: 800

	FY 2022 Budget	FY 2023 Adopted Budget	FY 2024 Proposed Budget
BEGINNING FUND BALANCE		740,721	693,196
REVENUES			
Sales Tax Revenue	185,000	197,950	120,000
Interest Earned	2,500	2,000	25,000
TOTAL REVENUE	187,500	199,950	145,000
EXPENDITURES			
Grant Expenses/Projects	80,000	100,000	100,000
Other	19,625	20,875	15,625
Supplies	4,500	4,500	1,500
Contracted Services	61,000	62,100	37,100
Old Town Improvements			50,000
Old Town Maintenance	40,000	40,000	40,000
Salary Transfer to Town	10,000	20,000	10,000
TOTAL EXPENSES	215,125	247,475	254,225
REV OVER/(UNDER) EXP	(27,625)	(47,525)	(109,225)
ENDING FUND BALANCE	740,721	693,196	583,971

PROPOSED

Crime Control Prevention District

Fund: 900

	FY 2022	FY 2023	FY 2024
	Budget	Adopted Budget	Proposed Budget
BEGINNING FUND BALANCE		187,317	178,517
REVENUES			
Sales Tax Revenue	80,000	96,750	100,000
Interest Earned	500	400	7,000
Grants and Donations	500	1,500	1,500
TOTAL REVENUE	81,000	98,650	108,500
EXPENDITURES			
Contracted Services	250	250	250
Other	300	200	200
Police/Other	5,000	36,500	37,500
Police/Supplies	66,428	70,500	73,200
TOTAL EXPENSES	71,978	107,450	111,150
REV OVER/(UNDER) EXP	9,022	(8,800)	(2,650)
ENDING FUND BALANCE	187,317	178,517	175,867

PROPOSED



TOWN COUNCIL COMMUNICATION

DATE September 5, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of the August 15, 2023 Workshop and Regular Meeting Minutes.

SUMMARY:

The Town Council held a regular meeting on August 15, 2023.

RECOMMENDED MOTION OR ACTION:

Approve the August 15, 2023 Workshop and Regular Meeting Minutes as presented.

ATTACHMENTS:

- August 15, 2023 Workshop and Regular Meeting Minutes.

The Town Council of the Town of Bartonville met in a Budget Workshop and Regular Meeting on the 15th Day of August 2023 at the Town of Bartonville Town Hall, located at 1941 E Jeter Road, Bartonville, Texas with the following Council Members present:

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

constituting a quorum with the following members of Town Staff participating: Thad Chambers, Town Administrator; Shannon Montgomery, Town Secretary; Bobby Dowell, Chief of Police; and Ed Voss, Town Attorney.

A. CALL WORKSHOP TO ORDER

Mayor Carrington called the Workshop to order at 6:00pm.

1. Discussion of Proposed Budget for Fiscal Year 2023-2024 and all things related thereto.

Town Administrator Chambers stated that the draft budget includes the priorities expressed by the Council at the July 25, 2023 Workshop, including annual Tree Trimming to increase visibility and improve safety adjacent to public rights-of way, purchasing a new Police Cruiser to replace one of the aging units in the fleet, and funding for Special Events.

Council discussed the tax rate, Police Department salaries, and benefits.

B. ADJOURN WORKSHOP

Mayor Carrington adjourned the work session at 6:39pm.

C. CALL REGULAR SESSION TO ORDER IMMEDIATELY FOLLOWING WORKSHOP

Mayor Carrington called the Regular Session to order at 6:45pm.

D. PLEDGE OF ALLEGIANCE

Mayor Carrington led the pledge of allegiance.

E. PROCLAMATIONS

1. Proclamation proclaiming September 2023 as Live United Month.

Mayor Carrington presented the Proclamation proclaiming September 2023 as Live United Month to Board Member April Cain and Marketing Director Marci Pritts.

2. Proclamation proclaiming August 15, 2023 as Annemarie Moore Day.

Mayor Carrington presented long-time resident Annemarie Moore with a Proclamation celebrating August 15, 2023 as Annemarie Moore Day in the Town of Bartonville.

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.

There was none.

G. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Police Chief Report - Department Statistics/Activities July 2023.

Police Chief Dowell reviewed the July 2023 statistics and addressed questions from Council.

2. Town Administrator – Monthly Reports July 2023: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits and Denton County Emergency Services District #1.

Chief Vaughn, ESD #1, provided an update and addressed questions from Council.

Del Knowler, Town of Bartonville Upper Trinity Regional Water District representative, provided an update on the SH 34 North Sulphur Bridge Project and addressed questions from Council.

Town Administrator Chambers reviewed the July 2023 financials and addressed questions from Council.

H. 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 July 25, 2023 Workshop and Special Meeting Minutes.

Motion made by Council Member Roberts, seconded by Council Member Crandall, to approve the July 25, 2023, Workshop and Special Meeting Minutes as presented.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

I. ACTION ITEMS

1. Public hearing to receive comment and consider approval of an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Article 14.02, Exhibit “A,” Ordinance 361-05, Zoning Ordinance, by amending, Chapter 12, Village Center District (VC), Article 12.2, Uses Permitted, by granting a Conditional Use Permit to allow for the operation of an Event Center use located at 1001 I.T. Neely Road. (The Planning & Zoning Commission recommended approval by a vote of 5 to 0 at its August 2, 2023 meeting.)

Town Administrator Chambers stated that the only change to the Site Plan is the addition of the Chapel, and that action is only for the Conditional Use Permit, the Site Plan will come before Council at a later date. Chambers also stated that the Planning & Zoning Commission recommended approving with the same conditions as the previous Conditional Use Permit.

Applicant Representative provided a brief presentation of the concept plan and addressed questions from Council.

Mayor Carrington opened the Public Hearing at 7:19pm.

No one spoke in favor or opposition.

Mayor Carrington closed the Public Hearing at 7:19pm.

Motion made by Mayor Pro Tem Chapman, seconded by Council Member Sams, to approve an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Article 14.02, Exhibit "A," Ordinance 361-05, Zoning Ordinance, by amending, Chapter 12, Village Center District (VC), Article 12.2, Uses Permitted, by granting a Conditional Use Permit to allow for the operation of an Event Center use located at 1001 I.T. Neely Road, with the following conditions:

Security personnel for all events occurring at the Event Center approved by this Ordinance shall be provided by the owner/operator of the Event Center at no cost to the Town of Bartonville, as follows:

1. One (1) peace officer shall be provided as security for any event containing up to 50 persons in attendance;
2. Two (2) peace officers shall be provided as security for any event containing 51 to 200 persons in attendance;
3. Two (2) peace officers shall be provided as security for any event that utilizes the lawful service of alcoholic beverages to event attendees through the use of two (2) bar areas notwithstanding if the number of persons in attendance is less than 51 persons;
4. Three (3) peace officers shall be provided as security for any event containing in excess of 201 persons in attendance;
5. Coordination and scheduling of peace officers required hereunder shall occur between the Chief of Police of the Bartonville Police Department, or his designee, and the owner/operator of the Event Center in sufficient time ahead of all events to ensure compliance with these conditions;
6. Each peace officer providing security at any event shall be paid a standard hourly rate as agreed upon between the Chief of Police of the Bartonville Police Department and the owner/operator of the Event Center, with a two (2)-hour minimum payment required, and payment to each peace officer shall be made by the owner/operator of the Event Center before the beginning of the event in sufficient monetary amount to pay each peace officer for the minimum payment amount required hereunder, or for the entire event time period, whichever is greater;

7. The term “peace officer” as used herein means a person elected, employed, or appointed as a peace officer under Article 2.12, Texas Code of Criminal Procedure, or other law; and
8. The failure to comply with the above security personnel requirements, including the underpayment of a peace officer, will result in the prohibition/termination of the event until such time as the above security personnel requirements are satisfied.

The caption of the Ordinance approving CUP reads as follows:

**TOWN OF BARTONVILLE
ORDINANCE NO. 754-23**

AN ORDINANCE AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 14, ARTICLE 14.02, EXHIBIT “A,” ORDINANCE 361-05, ZONING ORDINANCE, BY AMENDING, CHAPTER 12, VILLAGE CENTER DISTRICT (VC), ARTICLE 12.2, USES PERMITTED, BY GRANTING A CONDITIONAL USE PERMIT FOR THE OPERATION OF AN EVENT CENTER USE LOCATED ON A 14.722 ACRE-SITE THAT IS PART OF LOT 1R, BLOCK A, YETI ADDITION, LOCATED AT 1001 I.T. NEELY ROAD; PROVIDING FOR REPEAL OF ORDINANCE NO. 734-22; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NO VESTED RIGHTS; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

2. Discuss and consider awarding a contract for the E Jeter Road and Stonewood Boulevard Reconstruction Project.

Town Administrator Chambers summarized the E Jeter Road and Stonewood Boulevard Reconstruction Project in two parts: **E. Jeter Rd. Phase 1:** Approximately 1700’ LF along E. Jeter Rd beginning at a point 400’+/- west of the intersection of E. Jeter Rd. and Porter Rd. and continuing west and north for approximately 1700’. The limits of the survey will extend to the apparent right-of-way line on each side of the roadway; and **Stonewood Blvd.:** Approximately 1000’ LF along Stonewood Blvd. beginning at the intersection of Stonewood Blvd. and Porter Rd and continuing west approximately 1000’. The limits of the survey will extend to the apparent right-of-way line on each side of the roadway.

Town Engineer Cha stated that the Town received one bid and listed the options and costs.

Motion made by Council Member Roberts, seconded by Council Member Crandall, to award the contract for the E Jeter Road and Stonewood Boulevard Reconstruction Project to SPI Asphalt, LLC in an amount not to exceed \$999,444.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

3. Discuss and consider a Resolution suspending the September 1, 2023 Effective Date of CoServ Gas, LTD's requested Rate Change to permit the Town time to study the request and to establish reasonable rates and provide an effective date.

Town Attorney Voss stated that CoServ Gas is petitioning to raise their rates and this Resolution allows the Town to join others in suspending the rate increase to allow time for review.

Motion made by Council Member Crandall, seconded by Council Member Roberts, to approve a Resolution suspending the September 1, 2023 Effective Date of CoServ Gas, LTD's requested Rate Change to permit the Town to study the request and establish reasonable rates.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

4. Public hearing to receive public comment and consider approval of the Bartonville Crime Control and Prevention District FY 2023-2024 proposed budget.

Police Chief Dowell stated the Bartonville Crime Control and Prevention District held a Public Hearing on June 21, 2023 and adopted its FY 2023-20234 budget. Dowell provided a brief overview of the proposed budget and addressed questions from the Council.

Mayor Carrington opened the Public Hearing at 7:35pm.

No one spoke in favor or opposition.

Mayor Carrington closed the Public Hearing at 7:36pm.

Motion made by Council Member Arens, seconded by Council Member Crandall to approve the Bartonville Crime Control and Prevention District FY 2023-2024 proposed budget as presented.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

5. Discuss and consider approval of an ordinance amending the Town's Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, as adopted by Ordinance No. 735-22; and amended by Ordinances 738-22 and 748-23, providing for adjustments to the General Fund and Bartonville Community Development Corporation Fund.

Town Secretary Montgomery provided an overview of the proposed FY 2022-2023 Budget Amendments and addressed questions from Council.

Motion made by Council Member Crandall, seconded by Council Member Arens, to approve an ordinance amending the Town's Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, as adopted by Ordinance No. 735-22; and amended by Ordinances 738-22 and 748-23, providing for adjustments to the General Fund and Bartonville Community Development Corporation Fund as presented.

VOTE ON THE MOTION

Town Secretary Montgomery conducted a roll call vote of the motion:

Council Member Roberts	AYE
Mayor Pro Tem Chapman	AYE
Council Member Sams	AYE
Council Member Crandall	AYE
Council Member Arens	AYE

Motion carried unanimously.

The caption of the Ordinance approving FY2023-2024 Budget Amendment #3 reads as follows:

**TOWN OF BARTONVILLE
ORDINANCE NO. 755-23**

FISCAL YEAR 2022-2023 BUDGET AMENDMENT #3

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, AS ADOPTED BY ORDINANCE NO. 735-22; AND AMENDED BY ORDINANCES 738-22 AND 748-23 BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND AND BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION FUND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; PROVIDING SAVINGS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES OF THE TOWN BARTONVILLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

- 6. Discuss and consider accepting of the submission of the no-new revenue and voter-approval tax rate calculations; take action to consider a proposed tax rate for public input and consideration at the September 19, 2023 Regular Town Council meeting.**

Town Administrator Chambers provided the Council with the following rates:

Current Rate	\$0.173646
No-new-revenue Rate	\$0.150525
Voter-approval Rate	\$0.187639
De minimis Rate	\$0.241878

and stated that a public hearing is required if the proposed tax rate exceeds the no-new revenue rate or the voter-Approval Rate.

Motion made by Mayor Pro Tem Chapman, seconded by Council Member Roberts, to propose a maximum tax rate of \$0.173646 per \$100 valuation for the fiscal year beginning October 1, 2023, and ending September 30, 2024; and to schedule September 19, 2023 for the public hearing on the tax rate and for the adoption of said tax rate.

VOTE ON THE MOTION

Town Secretary Montgomery conducted a roll call vote of the motion:

Council Member Roberts	AYE
Mayor Pro Tem Chapman	AYE
Council Member Sams	AYE
Council Member Crandall	AYE
Council Member Arens	AYE

Motion carried unanimously.

7. Discuss and consider a Development Agreement between the Town of Bartonville and Hines Acquisitions, LLC.

Council Member Crandall excused himself from the dais prior to this agenda item's discussion.

Hines Acquisitions, LLC's representative, Steve Robison, provided a brief overview of the proposed changes to the development agreement.

Town Attorney Voss requested that Council move into Executive Session for future discussion.

J./K. CLOSED SESSION/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:58pm and reconvened into open session at 8:43pm in accordance with the Texas Government Code regarding:

- 1. 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, issues related to amending the Town's Development Ordinance, and any and all legal issues related thereto.**

Motion made by Mayor Pro Tem Chapman, seconded by Council Member Sams, to authorize approval of the development agreement between the Town of Bartonville and Hines Acquisitions, LLC with the acceptance of the edits proposed by Hines Acquisitions, LLC, except to modify the height of the landscape berm to be a minimum of five (5) feet in height and authorize the Mayor to sign same agreement on behalf of the Town and to instruct Staff to prepare and bring back a Resolution to the September 19, 2023 Town Council Meeting for consent of the creation of the Municipal Utility District.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

- 2. Section 551.074 Personnel Matters to deliberate and consider the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Town Administrator and Deputy Town Secretary/Court Clerk.**

Motion made by Council Member Roberts, seconded by Council Member Crandall, to provide salary increases and increase to the monthly vehicle reimbursement to \$300, as discussed in Executive Session, effective October 1, 2023.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

L. FUTURE ITEMS

Future Items requested included:

- Standing water at Jeter Road and Porter Road
- Fence Ordinance

M. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 8:48pm.

APPROVED this the 5th day of September 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE September 5, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of a Resolution designating the Denton Record Chronicle as the official newspaper of the Town of Bartonville for Fiscal Year 2023-2024.

SUMMARY:

This item is to approve a Resolution designating the Denton Record Chronicle as the Town's official newspaper for Fiscal Year 2023-2024. This is required by Local Government Code Section 52.004.

ATTACHMENTS:

- Draft Resolution

RECOMMENDATION: Move to approve a Resolution designating the Denton Record Chronicle as the official newspaper of the Town of Bartonville for Fiscal Year 2023-2024.

**TOWN OF BARTONVILLE, TEXAS
RESOLUTION 2023-XXX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, DESIGNATING THE DENTON RECORD-CHRONICLE AS THE OFFICIAL NEWSPAPER FOR THE TOWN OF BARTONVILLE, TEXAS FOR FISCAL YEAR 2023-2024.

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

WHEREAS, Chapter 52, Subchapter A, Section 52.004 (a) of the Texas Local Government Code provides that the governing body of a municipality shall designate an Official Newspaper for the Town at the beginning of each Fiscal Year,

WHEREAS, the Town of Bartonville's Fiscal Year begins on the first day of October and continues through the 30th day of September of each year.

WHEREAS, Section 2051.0441 of the Texas Government Code provides that a newspaper used to convey official notices must as a general matter:

- (1) devotes not less than 25 percent of its total column lineage to general interest items;
- (2) be published at least once each week.
- (3) be entered as second-class postal matter in the county where published; and
- (4) has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the Town of Bartonville finds that the Denton Record-Chronicle is a publication that meets all the criteria legally required of an officially designated newspaper for the Town of Bartonville.

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

SECTION 1.

The Denton Record Chronicle is hereby designated as the Official Newspaper for the Town of Bartonville, Texas, for the Fiscal Year 2023-2024.

SECTION 2.

The Town Secretary is hereby directed to publish all Fiscal Year 2023-2024 notices and advertisements in the Denton Record Chronicle newspaper in accordance with the law.

SECTION 3.

This resolution shall become effective immediately from and after its passage and it is accordingly resolved.

PASSED AND APPROVED this the 5th day of September 2023.

Jaclyn Carrington, Mayor
Town of Bartonville, Texas

ATTEST:

Shannon Montgomery, TRMC, Town Secretary
Town of Bartonville, Texas

DRAFT



TOWN COUNCIL COMMUNICATION

DATE September 5, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

Mr. Hodges performs gas well application reviews and quarterly gas well inspections as required by State Law. Mr. Hodges also aids the Town in resolving complaints.

FISCAL IMPACT:

FY2023-2024 \$24,750; same rates as previous contract

ATTACHMENTS:

- FY2023-2024 Gas Well Inspection Contract

RECOMMENDATION:

Move to approve the contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

CONSULTANT SERVICES AGREEMENT

This agreement is made upon the date of execution, as set forth below, by and between Brad Hodges, hereinafter referred to as "Consultant," and the Town of Bartonville, Texas, a Municipal Corporation, hereinafter referred to as "Town." The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

1.0 GENERAL PROVISIONS

1.01 PURPOSE:

Consultant shall provide assistance with gas well application review and gas well inspections for gas well within the Town of Bartonville.

1.02 TERMS:

This agreement will become effective October 1, 2023 and will continue until September 30, 2024, unless terminated or extended as provided herein.

1.03 SERVICES TO BE PERFORMED BY CONSULTANT:

Consultant agrees to perform or provide the services specified in the "Description of Services" attached hereto as "Exhibit A" hereby incorporated herein.

Consultant agrees that Consultant is to work closely with the appropriate officials and/or representatives of Town. Consultant shall determine the method, details, and means of performing the above-referenced services. Consultant may, at Consultant's own expense, employ such assistants as Consultant deems necessary to perform the services required of Consultant by this agreement. Town may not control, direct, or supervise Consultant's assistants or employees in the performance of those services.

1.04 CHANGE IN WORK:

Through its chosen representative, Town may request changes in the scope and focus of the activities and studies called for under this agreement. Any such change which, in the opinion of Consultant or Town varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to Consultant must be mutually agreed upon by Consultant and Town.

1.05 COMPENSATION:

In consideration for the services to be performed by Consultant, Town agrees to pay Consultant the consideration set forth in the amounts and under the terms provided in the "Schedule of Fees" attached hereto as "Exhibit B" hereby incorporated herein. Town agrees to pay invoices of services rendered within 30 days of receipt.

2.0 OBLIGATIONS OF CONSULTANT

2.01 MINIMUM AMOUNT OF SERVICE BY CONSULTANT:

Consultant agrees to devote the hour's necessary to perform the services set forth in this agreement in an efficient and effective manner. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with Town's business.

2.02 TOOLS AND INSTRUMENTALITIES:

Consultant shall provide all tools and instrumentalities to perform the services under this agreement except those listed in "Tools and Instrumentalities Provided by Town" attached hereto as "Exhibit C" and hereby incorporated herein.

2.03 WORKER'S COMPENSATION AND OTHER EMPLOYEE BENEFITS:

Town and Consultant intend and agree that Consultant is an independent Consultant of Town and agrees that Consultant and Consultant's employees and agents have no right to Worker's Compensation and other employee benefits. If any worker insurance protection is desired, Consultant agrees to provide Worker's Compensation and other employee benefits, where required by law, for Consultant's employees and agents.

2.04 LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this agreement in a manner which is consistent with generally-accepted standards for the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

3.0 OBLIGATIONS OF TOWN**3.01 COOPERATION:**

Town agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement.

3.02 PLACE OF WORK:

Town agrees to furnish space for use by the Consultant while performing the services described in this agreement only as set forth in "Exhibit D," hereby incorporated herein. Any workspace requirements not set forth in "Exhibit D" shall be the responsibility of Consultant, and Consultant may use alternate space for performing described services.

4.0 TERMINATION OF AGREEMENT**4.01 TERMINATION:**

Notwithstanding any other provision of this agreement, 180 days after the effective date of this agreement any party hereto may terminate this agreement, at any time, without cause, by giving at least ninety (90) days prior written notice to the other parties to this agreement.

The Town, with the agreement of the Consultant, is authorized to extend the term of this agreement annually beyond the termination date, under the same terms and conditions set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

4.02 TERMINATION ON OCCURRENCE OF STATED EVENTS:

This agreement shall terminate automatically on the occurrence of any of the following events:

- 4.02.1 Bankruptcy or insolvency of any party;
- 4.02.2 Sale of the business of any party;
- 4.02.3 Death of any party;
- 4.02.4 End of the contract to which Consultant's services were necessary; or

4.02.5 Assignment of this agreement by Consultant without consent of Town.

4.03 TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT:

Should any party default in the performance of this agreement or materially breach any of its provisions, a non-breaching party, at their option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

5.0 SPECIAL PROVISIONS

None.

6.0 MISCELLANEOUS

6.01 REMEDIES:

The remedies set forth in this agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 NO WAIVER:

The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.03 ASSIGNMENT:

This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement giving rise to a right to terminate as set forth in Section 4.03.

6.04 ATTORNEY FEES:

In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.05 TIME FOR PERFORMANCE:

Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.06 NOTICES:

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when

deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

Brad Hodges
PO Box 1646
Stephenville, TX 76401
(254) 592.5080

Town of Bartonville
1941 E. Jeter Road
Bartonville, TX 76226
(817) 693.5280

6.07 GOVERNING LAW:

This agreement and all matters relating to this agreement shall be governed by the laws of the State of Texas in force at the time any need for the interpretation of this agreement or any decision or holding concerning this agreement arises.

6.08 BINDING EFFECT:

This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as consent by Town to any assignment of this agreement or any interest in this agreement.

6.09 SEVERABILITY:

Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.10 SOLE AND ENTIRE AGREEMENT:

This agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void.

6.11 TIME:

Time is expressly declared to be of the essence of this agreement.

6.12 DUE AUTHORITY:

The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.13 CONSTRUCTION:

The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

6.14 COUNTERPARTS:

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

6.15 AMENDMENTS:

Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this agreement.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and execute this Agreement on this the 5th day of September 2023.

TOWN OF BARTONVILLE:

CONSULTANT:

Thad Chambers, Town Administrator

Brad Hodges

ATTEST:

Shannon Montgomery, Town Secretary

DRAFT

EXHIBIT A DESCRIPTION OF SERVICES

A1.0 ORDINANCES

A1.01 REVIEW:

Consultant shall review the existing ordinances of Town relevant to the exploration and production of petroleum minerals and deliver to the Town a comprehensive report detailing alignment with current industry standards and recommendations, if necessary, for updates.

A1.02 DRAFTING:

Consultant shall prepare draft ordinances relevant to the exploration and production of petroleum minerals and assist the Town with revisions and adjustments resulting in final ordinances.

A1.03 UPDATING:

Consultant shall make recommendations to the Town as necessary to ensure that ordinances are maintained in a state that reflects changes and adjustments in the industry of petroleum mineral exploration and production and municipal oversight of that industry.

A2.0 PLAN REVIEW

A2.01 DEVELOPMENT PLATS:

Consultant will review gas well, oil well and pipeline development plat submittals for conformity to ordinances. Consultant will issue a recommendation to approve development plat, or detail changes necessary to bring plat up to an acceptable level for approval.

A2.02 SITE PLANS:

Consultant will review site plans submitted with development plats and permit applications for conformity to ordinances and industry standards. Consultant will issue a recommendation to approve site plan, or detail changes necessary to bring plan up to an acceptable level for approval. Site plans may include, but are not limited to, the following:

- A2.02.1 Equipment Layout
- A2.02.2 Land Use Plan
- A2.02.3 Grading Plan
- A2.02.4 Erosion Control Plan
- A2.02.5 Drainage Area Map
- A2.02.6 Drilling Rig Site Layout
- A2.02.7 Production Site layout
- A2.02.8 Landscape Plan

A3.0 PERMIT APPLICATION REVIEW

A3.01 WELL PERMIT:

Consultant will review applications for Gas Well Permits and Pipeline Permits related to the exploration and production of petroleum minerals. Consultant will issue one of the following recommendations:

- A3.01.1 Approve completed application;

- A3.01.2 Approve completed application contingent upon corrections, additions and/or special conditions;
- A3.01.3 Deny completed application, with reasons for denial; or
- A3.01.4 Table incomplete application, with detail of required items that are incomplete

A4.0 SITE INSPECTIONS

A4.01 NEW WELL INSPECTIONS

A4.01.1 Pre-Construction:

Consultant will conduct a pre-construction site inspection for each development plat and permit application. Consultant will inspect site for suitability and conformity to ordinances and issue a report to the Town.

A4.01.2 Surface Casing:

Consultant will observe the setting of the surface casing as well as the cementing process.

A4.01.3 Completion:

Consultant will conduct an inspection during the well completion process whereby the consultant will witness the initial stage of the perforation and fracture stimulation. Consultant will review all permits issued by Town to the operator and/or the operator's representatives to ensure all required permits have been obtained.

A4.01.4 Turning To Sales

Consultant will conduct an inspection when the completed well is turned to final sales. Consultant will record the pressure of the bradenhead as well as the production pressure. Consultant will also conduct a visual inspection of the site.

A4.02 EXISTING AND/OR PRODUCING WELLS

QUARTERLY COMPLIANCE INSPECTIONS/PRODUCTION

Consultant will conduct quarterly site inspection of each production site within Town limits and issue a report to Town. "Production site" shall be defined as any petroleum extraction bore into the earth during the time after the removal of the original drilling rig and before the RRC designation that the bore is plugged and permanently abandoned. A shut in well shall be defined as a production site. At Town's request, Consultant will inspect corrective measures taken by operators regarding any non-compliance issues identified during a quarterly inspection.

A4.03 PIPELINE

Consultant will inspect surface pipeline route and equipment annually and issue a report to the Town.

A4.04 UNSCHEDULED INSPECTIONS

Consult will respond to Town requests for unscheduled inspections within twenty-four hours of notification by Town of emergent circumstances at a well site or at a specified time agreed upon by Consultant and Town at the time of notification.

A4.05 EMERGENCY AND/OR CLEANUP SUPERVISION:

Consultant will represent Town and provide supervision of emergency response and/or cleanup activities by well operators.

A5.0 MISCELLANEOUS**A5.01 ANALYTICAL REPORT REVIEW:**

Consultant will review any analytical reports submitted by operators to Town.

A5.02 LIAISON:

Consultant will, at the Town's request, act as liaison for the Town with entities engaged in the exploration and production of petroleum minerals.

A5.03 ATTENDANT OPINION:

Consultant will, at the Town's request, attend meetings along with Town representatives in order to supply the Town with Consultant's professional opinion regarding matters discussed during the meetings.

A5.04 TOWN COUNCIL MEETINGS:

Consultant will, at the Town's request, attend meetings of the Town Council upon which agenda there may be matters relating to the exploration and production of petroleum minerals.

A5.05 ENFORCEMENT:

Consultant shall act as Enforcement Agent under authority of the Town. As such, Consultant will:

A5.05.1 Issue warning letters and citations, at Consultant's discretion, for violations of Town ordinances relating to the exploration and production of petroleum minerals;

A5.05.2 File copies of any enforcement communication with the Town Secretary; and

A5.05.3 Appear, as required, as the Town's agent at municipal enforcement hearings.

A5.06 RECORD KEEPING:

Consultant shall perform the following record keeping duties in relation to gas activities in the Town:

A5.06.1 Maintain current contact information for operators and update Town staff and emergency services as needed;

EXHIBIT B
SCHEDULE OF FEES



PROFESSIONAL SERVICES AGREEMENT

NEW WELL INSPECTIONS \$1,800 per inspection

- o **Surface Casing**
 - Setting & Cementing
 - Review BOP test results
- o **Completions**
 - Initial stage perforation and frac
 - Bomb & Arson Permits
- o **Turning to Sales**
 - Bradenhead Pressure
 - Production Pressure
 - Visual site inspection

QUARTERLY COMPLIANCE INSPECTIONS \$225/well with \$1,800/day minimum**

COMPLAINT RESPONSE \$225/hr with 1hr minimum**

EMERGENCY/CLEANUP SUPERVISION \$225/hr with \$1,800/day maximum**

ADDITIONAL REQUESTED INSPECTIONS \$225/hr with \$1,800/day minimum**

PIPELINE INSPECTIONS \$225/hr with \$1,800/day minimum**

RE-INSPECTIONS \$150/well**

PROFESSIONAL SERVICES

- o **Consulting/Problem Resolution** \$225/hr**
- o **Meeting Attendance** \$650 (inclusive of travel and mileage)
- o **Permit/Ordinance Review** \$225/hr**
- o **Document Preparation** \$225/hr**

SERVICES INCLUDE:

- o Quarterly inspections after initial spud date.
- o Detailed report delivered to the City of _____ identifying findings of inspection with photographs of violations.
- o Inspection process consisting of:
 - o identification of compliance issues with the City Gas Well Ordinance and/or state regulations
 - o written notice to be delivered to the Gas Well Operator ("Operator") and the City of _____ ("City") identifying compliance issues with the City Ordinance. This notice will identify areas of non-compliance and establish a timeframe for the Operator to come into compliance.
 - o after established timeframe has been met, re-inspection of the site for compliance.

Hourly rate does not include mileage and travel time. Mileage will be charged at the current IRS rates and travel time will be charged at \$100 per hour

Pay:

At the rates stated above as agreed by _____ and Brad Hodges ("Contractor").

City _____ **date** _____

Brad Hodges ("Contractor") _____ **date** _____

**EXHIBIT C
TOOLS AND INSTRUMENTALITIES PROVIDED BY THE TOWN**

C1.0 LOCKS, ACCESS, AND CONTACT INFORMATION

Town shall provide Consultant with one Knox lock key for access to sites secured by Knox lock per Town Ordinance and/or any gate codes, lock combinations or other information necessary for site access. Town shall also provide Consultant with any applicable check lists or screening criteria required by Town. For each site, Town shall provide consultant with operator contact information including 24-hour contact information.

DRAFT



TOWN COUNCIL COMMUNICATION

DATE September 5, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of a contractor services agreement with Analisa Griffith, RS/DS for OSSF Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

Analisa Griffith serves as the Town's Designated Representative providing on-site sewage facility (OSSF) services for enforcing the provisions of Town of Bartonville Code of Ordinances and enforcing all the rules and regulations of the TCEQ and the Texas Department of Health in reviewing and approving of all on-site sewage facility permit applications for compliance with TCEQ rules; issuing authorizations to construct and perform residential and commercial on-site sewage facility inspections.

FISCAL IMPACT:

FY2023-2024 \$4,000 - \$6,000; same rates as previous contract

ATTACHMENTS:

- FY2023-2024 Sanitarian Services Contract

RECOMMENDATION:

Move to approve the contractor services agreement with Analisa Griffith, RS/DS for OSSF Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

AGREEMENT FOR ON SITE SEWAGE FACILITY SERVICES

THIS AGREEMENT FOR SANITARIAN SERVICES (hereinafter referred to as the “Agreement”) is made and entered into by Analisa S. Griffith, a private contractor (hereinafter referred to as “Contractor”), and the Town of Bartonville, Texas, a municipal corporation, (hereinafter referred to as “Bartonville” or the “Town”).

RECITALS:

WHEREAS, the Town is desirous of providing its residents and businesses with On Site Sewage Facility (OSSF) Inspection services; and

WHEREAS, Contractor, being a Registered Sanitarian in good standing with the Texas Department of Health as well as a Designated Representative in good standing with the Texas Commission on Environmental Quality (TCEQ) and is desirous of providing OSSF Inspection services to Bartonville; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide OSSF Inspection services at the highest level possible to Bartonville in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term**: This Agreement shall be for a term of twelve months (12) months, commencing on October 1, 2023, and ending September 30, 2024, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Bartonville.
- Section 3. **Scope of Services**: Contractor hereby agrees to provide Bartonville the following services:

- a. **General Services:** Contractor and/or assigns will enforce the provisions of the Town of Bartonville Code of Ordinances and enforce all the rules and regulations of the TCEQ and Texas Department of Health; review and approve all on-site sewage facility permit applications for compliance with TCEQ rules; issue authorizations to construct; and perform residential and commercial on-site sewage facility inspections.
- b. **Special Services:** Contractor and/or assigns will investigate complaints, perform E. Coli Bacteria water samplings and testing as necessary; confer with contractors, builders, system designers, installers, state agencies and the general public; enforce the provisions of the Town's on-site sewage facility ordinance and other health and sanitation ordinances through inspection, written compliance notification, and citation; testify in municipal court as necessary; assist with monthly TCEQ reports; assist with TCEQ administrative field audits; assist with ordinance preparation; and attend meetings as required. Contractor will provide other health related inspections at the request of the Town Administrator, Designee, and/or the Mayor.
- c. **Service Calls:** Contractor will provide OSSF Inspection services in consideration for the payment to be made by Bartonville under Section 4a.
- d. **Reports:** Contractor and/or assigns will prepare and submit a monthly report and invoice to the Town Administrator of Bartonville summarizing all general and special services activity within the Town limits from the previous thirty-day period.
- e. **Equipment and Availability:** Contractor will provide all equipment necessary to perform the Town Sanitarian services contained in this Agreement including, but not limited to, vehicles, tools and mobile telephones. Contractor, will be available for general and special services during the normal business hours of Town Hall, and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.
- f. **Licenses and Registrations:** Contractor and/or assigns will remain in good standing with the TCEQ and Texas Department of Health. Contractor and/or assigns will keep current, at all times, the Designated Representative status with the TCEQ and the Registered Sanitarian status with the Texas Department of Health. Contractor and/or assigns will comply with all the educational requirements of the TCEQ and/or Texas Department of Health.

Section 4. **Bartonville's Obligations:** Bartonville agrees to perform the following:

- a. Make payment to Contractor, on a monthly basis and upon receipt of a monthly report, in accordance with the following fee schedule:
 - (1) On-Site Sewage Facility Plan Review: One Hundred Dollars and No/100 (\$100.00) per each review and issuance of authorization to construct.
 - (2) On-Site Sewage Facility Final Inspections: One Hundred and Fifty Dollars and No/100 (\$150.00) per inspection.
 - (3) On-Site Sewage Facility Re-Inspection:
 - (a) New Installs: Two Hundred Dollars and No/100 (\$200.00) per inspection.
 - (b) Repair/Modifications: One Hundred Dollars and No/100 (\$100.00) per inspection.
 - (4) Water Samples: Three Hundred Dollars and No/100 (\$300.00) per sample processed for the presence of E. Coli Bacteria.
 - (5) On-Site Sewage Facility Complaints: Two Hundred Dollars and No/100 (\$200.00) per complaint response and investigation.
 - (6) Administrative Duties: Twenty-Five Dollars and No/100 (\$25.00) per hour.
 - (7) Subdivision Review: for conformance with TAC 30, Chapter 285 OSSF Regulations: Two Hundred and Fifty Dollars and No/100 (\$250.00).
- b. Provide clerical support and any administrative costs associated with building permits and On-Site Sewage Facility administration, including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. **Revenues Retained:** Bartonville shall retain all fees, fines, forfeitures, etc. that may be generated by building permits and performing ordinance enforcement duties within the Town's boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Contractor will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the

date of the written notice of termination, together with any payments then due and as authorized by this Agreement.

- b. If Bartonville fails to make payment to Contractor within five (5) working days after the submission date of the monthly report for any invoiced amounts, Contractor, at her discretion, may suspend service until payment is received. If it becomes necessary for Contractor to suspend services to Bartonville for nonpayment of the invoiced amounts, Contractor will identify a date that services will be suspended and submit written notice to the Town.
- c. Bartonville's recourse for failure of Contractor to furnish any services under this Agreement will be the right to terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Analisa Griffith
1444 Atkins St.
Cedar Hill, TX 75104

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

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of the Town of Bartonville and Contractor.

Section 9. **Jurisdiction:** By this Agreement, Bartonville grants full and complete authorization and jurisdiction to Contractor for all services provided by Contractor as contained in this Agreement. Said jurisdiction shall apply to the town limits of Bartonville and the Bartonville Extraterritorial Jurisdiction where applicable.

Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certifications/Licenses:** At all times during the term of this Agreement, all Contractor's assigns shall be under supervision and control of Contractor. In addition, Contractor and all assigns must be certified, registered, or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications, registrations and licenses along with the costs of any required continuing education classes shall be at the sole expense of Contractor.

Section 12. **Performance:** Both parties mutually agree that Contractor is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Contractor in no way are to be considered employees of Bartonville.

Section 13. **INDEMNIFICATION:** CONTRACTOR AGREES TO HOLD HARMLESS, SAVE AND INDEMNIFY THE TOWN OF BARTONVILLE AND ITS OFFICERS AND STAFF FROM ANY AND ALL CLAIMS FOR DAMAGES, PERSONAL INJURY AND/OR DEATH THAT ANY BE ASSERTED AGAINST BARTONVILLE ARISING FROM CONTRACTOR'S NEGLIGENCE OR ITS PERFORMANCE HEREUNDER, SAVE AND EXCEPT INTENTIONAL ACTS OF GROSS NEGLIGENCE BY BARTONVILLE. THE FOREGOING NOTWITHSTANDING, THE PARTIES HERETO RESERVE THE RIGHT TO ALL AVAILABLE LEGAL DEFENSES AND ALL PROTECTIONS AND LIMITATIONS OF LIABILITY PROVIDED BY THE TEXAS TORT CLAIMS ACT AND THE TEXAS CONSTITUTION RELATIVE TO THESE PARTIES. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and execute this Agreement on this the 5th day of September 2023.

TOWN OF BARTONVILLE:

CONTRACTOR:

Thad Chambers, Town Administrator

Analisa S. Griffith

ATTEST:

Shannon Montgomery, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE September 5, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of a contractor services agreement with Bureau Veritas North American, Inc for Health Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

Bureau Veritas North American, Inc. currently serves as the Town's Health Inspector and reviews and approves all Food Service Establishment permits, plans, and conducts Food Service Establishment inspections on a semiannual basis.

FISCAL IMPACT:

FY2023-2024 \$7,000 - \$8,000; same rates as previous contract

ATTACHMENTS:

- FY2023-2024 Health Services Contract

RECOMMENDATION:

Move to approve the contractor services agreement with Bureau Veritas North American, Inc for Health Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 5th day of September, 2023, by and between Bureau Veritas North America, Inc., (“BVNA”), and the City of Bartonville, Texas, (“Client”).

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. (“BVNA”), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. Initiation of Services: During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. Scope of Services: BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. Term. This Agreement shall remain in effect for one (1) year from October 1, 2023 through September 30, 2024, unless terminated by written notice to the other party at least thirty (30) days prior to termination in accordance with Article 19, and is subject to a one-year renewal option exercisable by Client at the end of each of the one-year term. The termination of this Agreement as a result of non-renewal by the Client at the end of the one-year term is exempt from application of any termination charges set forth in Article 19. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and

safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance, to the extent allowed by Texas law.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services, willful misconduct or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. To the extent allowed by Texas law, Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA’s own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best’s rating of no less than A:VII:

- a. **Workers’ Compensation Coverage:** BVNA shall maintain Workers’ Compensation and Employer’s Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers’ Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA’s services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA’s Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client’s request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney’s fees, court costs and other legal expenses from the other party.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of

alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue for any legal proceeding in a court of competent jurisdiction in Denton County, Texas.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Intentionally Left Blank

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

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

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent. The terms of this Article 25 are subject to the Client's legal obligations as a governmental entity under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision, such matter shall be resolved in accordance with the terms of Article 16, Resolution of Disputes.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena, to the extent allowed by Texas law.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the

parties, regardless of the terms of such agreement. To the extent allowed by Texas law, Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

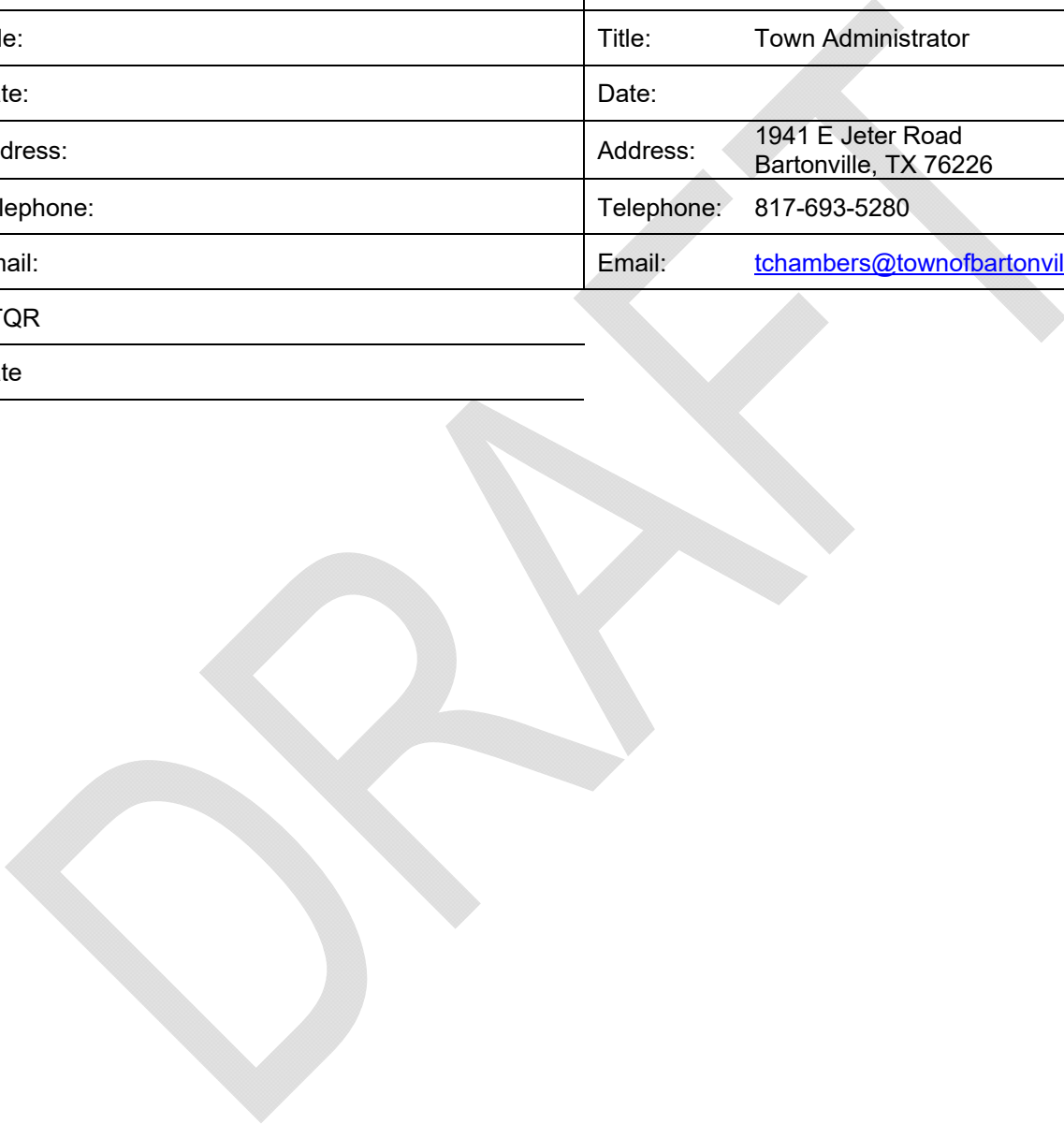
32. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name: Thad Chambers
Title:	Title: Town Administrator
Date:	Date:
Address:	Address: 1941 E Jeter Road Bartonville, TX 76226
Telephone:	Telephone: 817-693-5280
Email:	Email: tchambers@townofbartonville.com
DTQR	
Date	



ATTACHMENT A SCOPE OF SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.211 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

**ATTACHMENT B
FEE SCHEDULE**

PER INSPECTION ONLY:

Food Service Inspections - Per each inspection	\$150.00
• Permanent Food Establishment Inspection	
• Mobile Food Vendor (Hot and Cold Truck) Inspection	
• Seasonal Vendor Inspection	
• Public Swimming Pool Inspection	
Temporary Event Inspection - Per each permit	\$100.00
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health	\$150.00
Final and CO inspections and/or for each re-inspection.	per hour
* Minimum one hour	

DRAFT



TOWN COUNCIL COMMUNICATION

DATE September 5, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of a contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Town's Code Enforcement Officer responds to non-traffic or non-septic complaints. Code Enforcement services will assist in enforcement of the Town's ordinances and applicable State laws relating to zoning ordinances, subdivision regulations, building codes, and all other codes or ordinances of the Town (e.g. trash, junk vehicles, vegetation, etc.).

FISCAL IMPACT:

FY2023-2024 \$700 per month for five (5) hours per week of code enforcement services, \$40 per each additional hour as may be needed, and cost of citation books/postage as needed. Same rates as previous contract.

ATTACHMENTS:

- FY2023-2024 Code Enforcement Services Contract

RECOMMENDATION:

Move to approve the contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

AGREEMENT FOR CODE ENFORCEMENT SERVICES

THIS AGREEMENT FOR CODE ENFORCEMENT SERVICES (hereinafter referred to as the "Agreement") is made and entered into by America's Code Enforcement, 12860 Tischler Road, Pilot Point, Texas 76258 (hereinafter referred to as "Contractor"), and the Town of Bartonville, Texas, a municipal corporation, 1941 E. Jeter Road, Bartonville, Texas 76226 (hereinafter referred to as "Bartonville" or the "Town").

RECITALS:

WHEREAS, the Town is desirous of providing its residents and businesses with Town Code Enforcement Services; and

WHEREAS, Contractor is desirous of providing Code Enforcement Services to Bartonville; and

WHEREAS, the parties hereto desire to enter into this Agreement for Contractor to provide Code Enforcement Services to the Town at the highest level possible in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the Town; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the Contractor for the services being provided hereunder, and is in the best interest of each party.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term:** This Agreement shall be for a term of twelve months (12) months, commencing on October 1, 2023, and ending September 30, 2024, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Bartonville.
- Section 3. **Scope of Services:** Contractor hereby agrees to provide Bartonville the following services:

- a. **General Services:** Contractor will provide a minimum of five (5) hours per week for the enforcement of Town ordinances and applicable state law relating to the Town's zoning ordinance, subdivision regulations, building codes, and any and all other codes or ordinances of the Town, sign regulations, trash, abandoned and junk vehicles, vegetation, and other similar ordinances through inspection, written compliance notification and issuance of citations, as necessary. Contractor's services include possible testimony in municipal court, if necessary, and attendance at meetings with Town staff, as required.
- b. **Special Services:** Contractor will assist with ordinance preparation, as required. Contractor will provide other/special code enforcement inspections at the request of the Town Administrator, his/her designee, and/or the Mayor.
- c. **Reports:** Contractor will prepare and submit a monthly report and invoice to the Town Administrator of Bartonville summarizing all general and special services activity within the Town limits from the previous thirty-day period.
- d. **Equipment and Availability:** Contractor will provide all equipment necessary to perform the Code Enforcement Services contained in this Agreement including, but not limited to, vehicles, tools and mobile telephones. Contractor will be available for general and special services during the normal business hours of Town Hall.

Section 4. **Bartonville's Obligations:** Bartonville agrees to perform the following:

- a. Make payment to Contractor, on a monthly basis and upon receipt of a monthly report and invoice, in accordance with the following fee schedule:
 - (1) Code Enforcement: Seven Hundred Dollars and No/100 (\$700.00) per month for five (5) hours per week of Code Enforcement Services.
 - (2) Code Enforcement: Forty Dollars and No/100 (\$40.00) per each additional hour, as may be needed.
- b. Provide clerical support and any administrative costs associated with code enforcement, including but not limited to forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. **Revenues Retained:** Bartonville shall retain all fees, fines, forfeitures, etc. that may be generated by Contractor's performing Code Enforcement Services under this Agreement.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days' prior written notice to the other party to the address provided herein. In the event of such termination by either party, Contractor will be compensated for all services performed up to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If Bartonville fails to make payment to Contractor within five (5) working days after the submission date of the monthly report for any invoiced amounts, Contractor, at its discretion, may suspend service until payment is received. If it becomes necessary for Contractor to suspend services to Bartonville for nonpayment of the invoiced amounts, Contractor will identify a date that services will be suspended and submit written notice to the Town.
- c. Bartonville's recourse for failure of Contractor to furnish any services under this Agreement will be the right to terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

America's Code Enforcement
12860 Tischler Road
Pilot Point, Texas 76258

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

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of the Town of Bartonville and Contractor.

Section 9. **Jurisdiction:** By this Agreement, Bartonville grants full and complete authorization and jurisdiction to Contractor for all services provided by Contractor as contained in this Agreement. Said jurisdiction shall apply to the Town limits of Bartonville and Bartonville's extraterritorial jurisdiction, where applicable.

Section 10. **Venue:** Venue for any legal dispute arising under this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certifications/Licenses:** At all times during the term of this Agreement, all Contractor's employees, agents or assigns shall be under the supervision and control of Contractor. In addition, Contractor and all employees, agents or assigns must be certified, registered, or licensed in

their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications, registrations and licenses along with the costs of any required continuing education classes shall be at the sole expense of Contractor.

Section 12. **Performance:** Both parties mutually agree that Contractor is an independent contractor, and shall have exclusive control of performance hereunder, and that employees, agents and assigns of Contractor in no way are to be considered employees of Bartonville.

Section 13. **INDEMNIFICATION: CONTRACTOR AGREES TO HOLD HARMLESS, SAVE AND INDEMNIFY THE TOWN OF BARTONVILLE AND ITS OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR DAMAGES, PERSONAL INJURY AND/OR DEATH THAT ANY BE ASSERTED AGAINST BARTONVILLE ARISING FROM CONTRACTOR'S PERFORMANCE HEREUNDER, SAVE AND EXCEPT INTENTIONAL ACTS OR GROSS NEGLIGENCE BY BARTONVILLE. THE FOREGOING NOTWITHSTANDING, THE PARTIES HERETO RESERVE THE RIGHT TO ALL AVAILABLE LEGAL DEFENSES AND ALL PROTECTIONS AND LIMITATIONS OF LIABILITY PROVIDED BY THE TEXAS TORT CLAIMS ACT AND THE TEXAS CONSTITUTION RELATIVE TO THESE PARTIES. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

Section 14. **Insurance:** Contractor agrees to procure and maintain, at a minimum, \$300,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of Contractor, its employees, agents and assigns acting and/or operating under or pursuant to this Agreement.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and execute this Agreement on this the 5th day of September 2023.

TOWN OF BARTONVILLE:

CONTRACTOR:

Thad Chambers, Town Administrator

Bob Matthews, Owner
America's Code Enforcement

ATTEST:

Shannon Montgomery, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE September 5, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discuss and consider approval of the proposed annual budget for the Bartonville Community Development Corporation for Fiscal Year 2023-2024.

SUMMARY:

The Bartonville Community Development Corporation (BCDC) met on August 10, 2023, and adopted its FY 2023–2024 proposed budget.

The budget may be amended after the beginning of the fiscal year on approval by the board and the governing body.

ATTACHMENTS:

- BCDC FY 2023-2024 proposed budget

RECOMMENDATION: Move to approve the BCDC budget for fiscal year beginning October 1, 2023 and ending on September 30, 2024.

Account #	Account Description	Account Type	2022-2023 Adopted	2023-2024 Proposed
Revenue				
800-4025	Sales Tax Revenue	Revenue	\$ 197,950.00	\$ 120,000.00
800-4999	Transfer In from Fund Balance	Revenue	\$ 37,795.00	\$ 109,225.00
800-4250	Interest Earned	Revenue	\$ 12,000.00	\$ 25,000.00
800-4400	Grants and Donations	Revenue	\$ -	\$ -
Total Revenue			\$ 247,745.00	\$ 254,225.00

Other				
800-10-5081	Audit Entries	Expense	\$ -	\$ -
800-10-5212	Dues and Subscriptions	Expense	\$ -	\$ -
800-10-5280	Grant Expenses/Projects	Expense	\$ 100,000.00	\$ 100,000.00
800-10-5289	Marketing	Expense	\$ 19,750.00	\$ 14,500.00
800-10-5514	Postage	Expense	\$ 625.00	\$ 625.00
800-10-5520	Professional Development	Expense	\$ 500.00	\$ 500.00
Total Other			\$ 120,875.00	\$ 115,625.00

Supplies				
800-10-5147	Computer Software	Expense	\$ 4,000.00	\$ 1,000.00
800-10-5158	Copier/Printing Expense and Supplies	Expense	\$ 500.00	\$ 500.00
800-10-5479	Operations and Supplies	Expense	\$ -	\$ -
Total Supplies			\$ 4,500.00	\$ 1,500.00

Contracted Services				
800-10-5149	Consulting Fees	Expense	\$ 50,000.00	\$ 25,000.00
800-10-5381	Legal	Expense	\$ 6,000.00	\$ 6,000.00
800-10-5488	Traffic Study	Expense	\$ 6,100.00	\$ 6,100.00
Total Contracted Services			\$ 62,100.00	\$ 37,100.00

Maintenance				
800-10-5480	Old Town Improvements	Expense	\$ -	\$ 50,000.00
800-10-5481	Old Town Maintenance & Repairs	Expense	\$ 40,000.00	\$ 40,000.00
Total Maintenance			\$ 40,000.00	\$ 90,000.00

Salary & Benefits				
800-10-5627	Salary to Town	Expense	\$ 20,000.00	\$ 10,000.00
Total Salary & Benefits			\$ 20,000.00	\$ 10,000.00

Total Expenses \$ 247,475.00 \$ 254,225.00



TOWN COUNCIL COMMUNICATION

DATE September 5, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Public Hearing to receive comment and to consider the proposed annual budget for the Town of Bartonville for Fiscal Year 2023-2024.

The Town is required by Section 102.006 of the Texas Local Government Code to hold a public hearing on the proposed budget. The Town Council is scheduled to take final action on the budget at the September 19, 2023, regular meeting, by adopting the budget by ordinance.

The Fiscal Year 2023-2024 Proposed Budget was filed with the Town Secretary on August 18, 2023. The proposed budget is on file for review at Town Hall and the Town's website.

If desired, the Town Council, in accordance with Section 102.007 (b) of the local government code "may make changes to the budget that it considers warranted by the law or by the best interest of the municipal taxpayers."

As required by Section 102.007 of the Local Government Code, which requires that a proposed budget that will require raising more revenue from property taxes than in the previous year, must contain a cover page with the following statement in 18-point or larger type: **"This budget will raise more total property taxes than last year's budget by \$117,762 which is a 12.49 percent increase from last year's budget, and of that amount \$24,810 is tax revenue to be raised from new property added to the tax roll this year."**

During the public hearing on the proposed budget, all interested persons shall be given an opportunity to be heard for or against any item, or the amount of any item, therein contained.

The Town Council held a budget work sessions on July 25, 2023, and on August 15, 2022.

The proposed budget is based on the proposed tax rate of \$0.173646.

Staff has made the following changes to the proposed budget since it was placed on file with the Town Secretary:

- Per Town Council's direction added:
 - Adjusted police salary ranges as well as administrative staff salaries.
- Adjusted to actual costs for insurance benefits.
- Revised the Revenue over Expenditures figure to \$174,851.

ATTACHMENTS:

- Proposed FY 2023-2024 Budget

RECOMMENDATION: On August 15, 2023, the Town Council approved to schedule September 19, 2023, for the adoption of the budget. Section 102.006(a) of the Local Government Code requires the municipality to take action at the conclusion of the public hearing on the proposed budget. Typically, municipalities do not adopt the budget on the same day they hear the public comment, however, the governing body must take some sort of action. Staff recommends that the Town Council: **Move to direct staff to prepare an ordinance to adopt the budget for consideration at the September 19, 2023, regular meeting.**