



TOWN COUNCIL REGULAR MEETING AGENDA

November 21, 2023 at 6:30 PM

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

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE

C. PUBLIC PARTICIPATION

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

D. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Denton County Emergency Services District #1.
2. Police Chief – Department Statistics/Activities October 2023.
3. Town Administrator – Monthly Reports October 2023: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits, and Board Member Attendance.

E. CONSENT AGENDA

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

1. Consider approval of the October 17, 2023, Regular Meeting Minutes.
2. Consider approval of an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.03, "Operation of Vehicles" to provide a speed limit of 25 MPH for Deer Hollow Subdivision; and providing an effective date.

F. REGULAR ITEMS

1. Conduct a Public Hearing and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to change the zoning designation on four tracts of land, totaling 101.467 acres, situated in the Daniel Cook Survey, Abstract Number 230, and A.M. Feltus Survey, Abstract Number 1594, in the Town of Bartonville, Denton County, Texas, from Agricultural (AG) to Residential Estates 5 (RE-5). Town File #ZC-2023-005. ***(The Planning & Zoning Commission recommended approval by a vote of 5-0 at its November 1, 2023 meeting.)***

2. Conduct a Public Hearing and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A", the Zoning Ordinance, by deleting Chapter 20, "Fencing, Walls and Screening Requirements," and by amending Chapter 3, "Building Regulations" by adding Article 3.10, "Fences and Walls"; amending other Zoning Ordinance and Town Code Provisions accordingly. ***(The Planning & Zoning Commission recommended approval by a vote of 4-1 at its November 1, 2023 meeting.)***
3. Discuss and consider a Resolution finding that CoServ Gas, LTD's Statement of Intent to increase rates within the Town should be denied; finding that the Town's reasonable rate case expenses shall be reimbursed by the Company; and providing an effective date.
4. Discuss and consider a Resolution amending the Personnel and Administrative Regulations Manual (PARM), Chapter 5, "Leave" by removing Subsection 5.01 E, Holiday Pay accumulation; approving the payout of Holiday Pay accumulation; and providing an effective date.
5. Discuss and consider an Agreement with Flock Safety for Public Safety hardware and software equipment in an amount not to exceed \$50,000 annually; and authorize the Town Administrator to execute same on behalf of the Town.
6. Discuss and consider a TX Share Master Interlocal Purchasing Agreement with North Central Texas Council of Governments; and authorize the Town Administrator to execute same on behalf of the Town.
7. Discuss and consider utilizing Court Technology Restricted Funds for the purchase of a court laptop and related equipment in an amount not to exceed \$3100.
8. Discuss and consider rescheduling the February 20, 2024, Council Meeting to February 13, 2024, due to March 5, 2024, Primary Early Voting.

G. CLOSED SESSION

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

1. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding legal issues related to the Town's Extraterritorial Jurisdiction (ETJ), issues related to the Furst Ranch Development, and any and all legal issues related thereto.
2. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney concerning pending or contemplated litigation regarding the sanitary sewer nuisance at 1287 Gibbons Road.

H. RECONVENE OPEN MEETING

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

I. FUTURE ITEMS

J. ADJOURNMENT

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

matter deliberated in a closed meeting will only be taken in an open meeting that is held in compliance with Texas Government Code, Chapter 551.

CERTIFICATION

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

/s/ Shannon Montgomery, Town Secretary

Posted: Friday, November 17, 2023 prior to 5:00 pm.

Agenda Removed from Town of Bartonville Bulletin Board on: _____

By: _____, *Title:* _____



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

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

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

SUMMARY:

Department Statistics/Activities October 2023.

ATTACHMENTS:

- Monthly Report - October 2023

Denton County

ESD No. 1

Monthly Report



Monthly Activity Report

OCTOBER 2023

**Denton County ESD No. 1****OCTOBER 2023****Table of Contents**

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

**Denton County ESD No. 1****OCTOBER 2023****DCESD1 Personnel****Operations**

Captains	9
Apparatus Operators (Engineers)	9
Full-Time Firefighters (active)	20
Part-Time Employees (active)	16
Injuries/light duty/inactive	2
Total	56

Fire Administration

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

Department Paid Total	61
Department Total	65

Sworn Staff	59
Civilians	2
Operational Volunteers	4

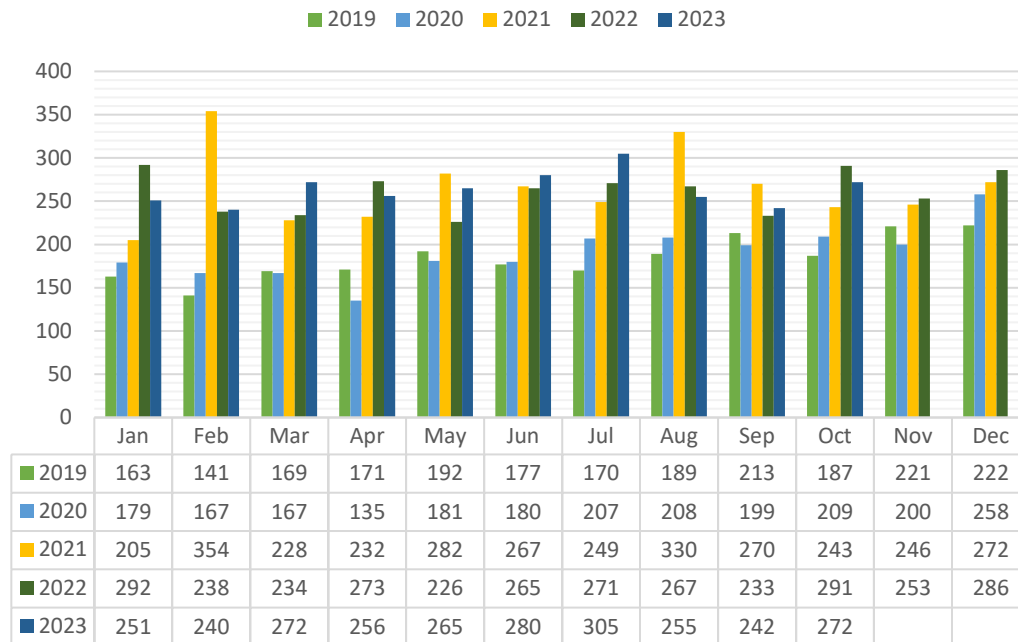


Denton County ESD No. 1

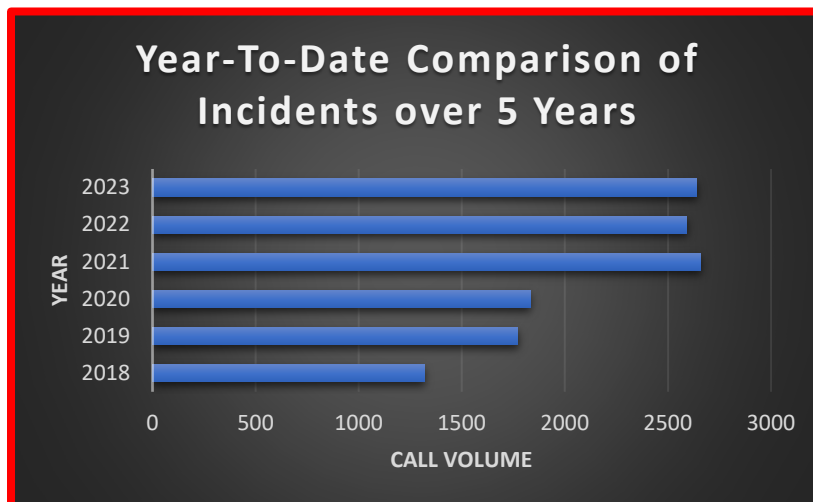
OCTOBER 2023

DCESD Total Incident Count

Comparison of Incidents Over the past 5 years Month-by-Month



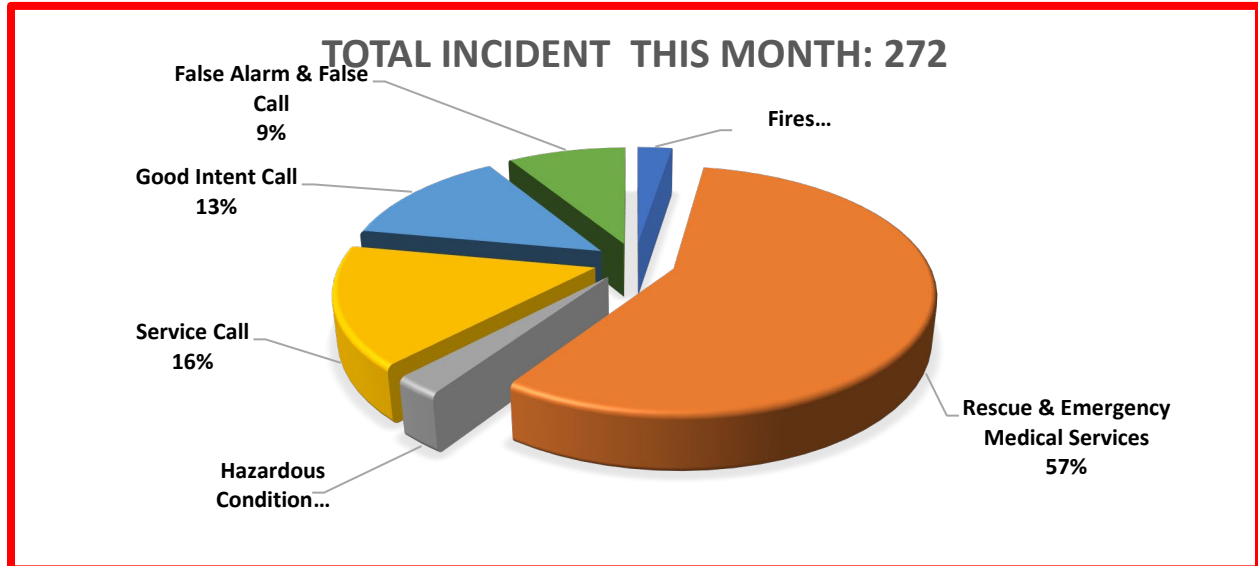
Year-to-Date Totals



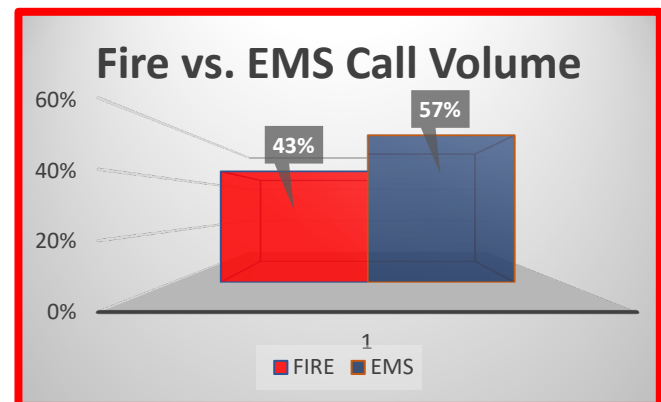
DCESD	YTD
2018	1317
2019	1772
2020	1832
2021	2660
2022	2590
2023	2638

**Denton County ESD No. 1**

OCTOBER 2023

INCIDENT STATISTICS

Major Incident Types	
Fires	7
Rescue & Emergency Medical Services	155
Overpressure rupture, explosion – no fire	0
Hazardous Condition (No Fire)	7
Service Call	43
Good Intent Call	36
False Alarm & False Call	24
Severe Weather & Natural Disaster	0
Special Incident	0

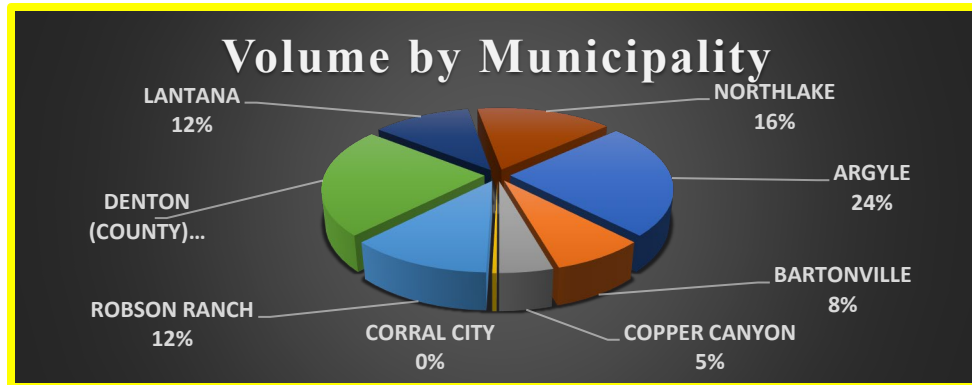
**Percentage of Overlapping Calls**

Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
111	41%



Denton County ESD No. 1

OCTOBER 2023



INCIDENT TYPE	ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	ROBSON	UNINCORPORATED AREAS
111 - Building fire			1					
132 - Road freight or transport vehicle fire						1		
138 - Off-road vehicle or heavy equipment fire	1							
151 - Outside rubbish, trash or waste fire		1						1
162 - Outside equipment fire		1						
321 - EMS call, excluding vehicle accident with injury	26	4	5		16	20	17	33
322 - Motor vehicle accident with injuries	3	1				1		2
324 - Motor vehicle accident with no injuries.	8	5	1			4		2
353 - Removal of victim(s) from stalled elevator	1							
381 - Rescue or EMS standby	3							
411 - Gasoline or other flammable liquid spill						1		
412 - Gas leak (natural gas or LPG)	1					1	1	
413 - Oil or other combustible liquid spill	1							
424 - Carbon monoxide incident							1	
440 - Electrical wiring/equipment problem, other		1						
500 - Service Call, other	2	1						
511 - Lock-out					1	1		1
520 - Water problem, other						1		
522 - Water or steam leak					1			1
553 - Public service		2			1			
531 - Smoke or odor removal					1	1		2
541 - Animal problem	1							
542 - Animal rescue			1					
551 - Assist police or other governmental agency	1			1				1
553 - Public service	2					1		
554 - Assist invalid		1	2		5	1	6	4
561 - Unauthorized burning	1							
600 - Good intent call, other	1							
611 - Dispatched & cancelled en route	9	3				5	5	5
621 - Wrong location								
622 - No incident found on arrival at dispatch address	1		1			1		
651 - Smoke scare, odor of smoke							1	2
700 - False alarm or false call, other	1				2			1
731 - Sprinkler activation due to malfunction								1
733 - Smoke detector activation due to malfunction					3		1	
735 - Alarm system sounded due to malfunction						1		1
742 - Extinguishing system activation								1
743 - Smoke detector activation, no fire - unintentional			1		1			2
744 - Detector activation, no fire - unintentional								1
745 - Alarm system activation, no fire - unintentional	2	1				2		1
746 - Carbon monoxide detector activation, no CO						1		
TOTAL INCIDENTS	65	21	12	1	31	43	32	62



Incident Response Times

90th Percentile Assessment

Lights and Sirens – 90 TH Percentile Time (Dispatch to Arrival)	
Overall	10:00
FIRE	11:21
EMS	9:47

Internal Compliance Goal: Less than 8-minute response time from dispatch to first unit on arrival time. Assessment is performed by taking the total number of incidents where lights and sirens were utilized while responding to the incident. The 90th percentile is obtained by placing all lights and siren calls in order from least to greatest by response times. Multiply the total number of calls by .90 which then results in the 90th percent incident. The response time for that incident number is the 90th percentile assessment.

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

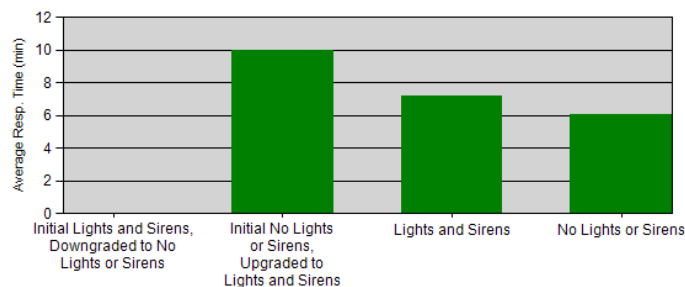
FIRE Response: (bunker gear required)

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

EMS Response: (no bunker gear required)

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

Average Response and Turnout Time Assessment



RESPONSE MODE	TOTAL RESPONDING UNITS	AVERAGE RESPONSE TIME (minutes)
Initial Lights and Sirens, Downgraded to No Lights or Sirens	0	0
Initial No Lights or Sirens, Upgraded to Lights and Sirens	1	10.00
Lights and Sirens	400	7.18
No Lights or Sirens	28	6.04

Community Outreach Events

Fire Station Tours	2
Public Education Events	25
Ride Along (EMS Students)	7
Community CPR Classes	0
- Total CPR Students	0
Total Events	34

Training Division

Total ISO Training Hours Logged / Month	1251
- EMS Training Hours Logged / Month	168
- FIRE Training Hours Logged / Month	1056
- Administrative Training / Month	12

Fire Inspection Report

OCCUPANCY	COUNT
INSPECTION TYPE: Certificate of Occupancy	
Assembly	3
Business Office	4
Intermediate School	1
Low Hazard Storage	1
Medical/Dental Office	1
Multi-Family Residential	1
INSPECTION TYPE: Complaint	
Auto Sales and Maintenance	1
Intermediate School	1
INSPECTION TYPE: Fire Protection System Inspection	
Business Office	1
Low Hazard Storage	2
Multi-Family Residential	1
Single Family Residence	15
Total # of Inspections:	32

Year-To-Date Fire Inspection Report

	YTD 2023	YTD 2022
Total # of Inspections:	334	251



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

FROM: Wendell Mitchell, Interim Chief of Police

AGENDA ITEM: Police Chief– Department Statistics/Activities October 2023

SUMMARY:

Department Statistics/Activities October 2023.

ATTACHMENTS:

- Monthly Report - October 2023

Town of Bartonville Police Department

October 2023 Monthly Report



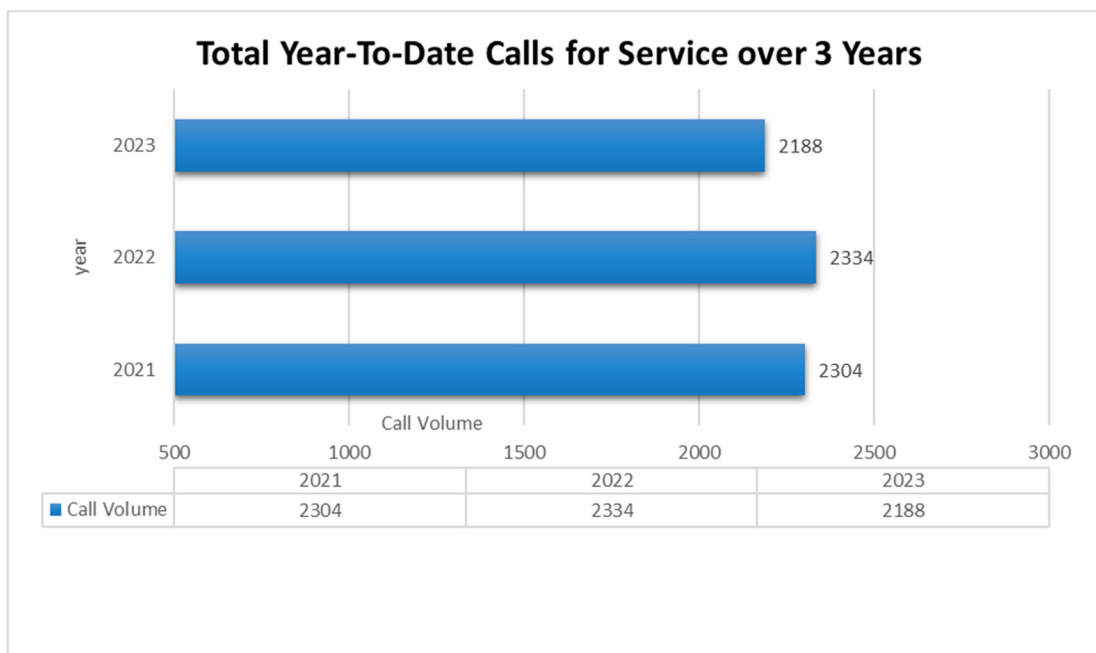
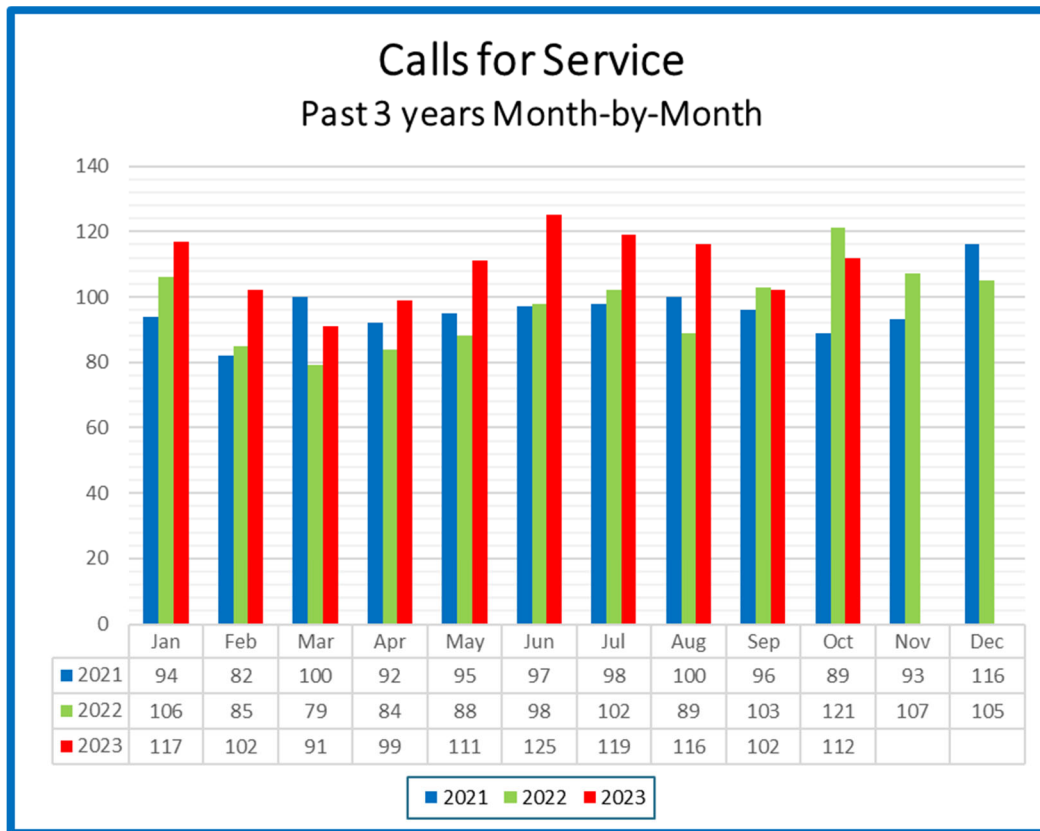
Bartonville Police Department**October 2023****Table of Contents**

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

Bartonville Police Department

October 2023

Total Calls for Service



Bartonville Police Department

October 2023

Abandoned Vehicle	
Agency Assist	30
Alarm	7
Animal Bite Report	
Animal Complaint	2
Animal Cruelty	
Assault	
Auto Theft	
Burglary	
Citizen Assist	
Criminal Mischief	
Criminal Trespass	
Disturbance	2
Domestic Disturbance	
Fireworks Complaint	
Follow-up Investigation	4
Forgery/Fraud	1
Gunshots Heard	1
Hang-up 911	2
Harassment	
Illegal Dumping	
Indecent Exposure	
Intoxicated Person	
Juvenile Complaint	1
Loose Livestock	4
Meet Complainant	7
Motorist Assist	4
Narcotics	
Noise Complaint	1
Ordinance Violance	
Person with a Gun	1
Reckless Driver	3
Road Blockage/Hazard	1
Suspicious Person/Veh/Activity	18
Theft	9
Traffic Complaint	1
Traffic Transport Incident (Accidents)	10
Vehicle Complaint	
Welfare Concern	3

Bartonville Police Department**October 2023****Officer Initiated Activity**

<u>Officer Activity by Type</u>	Total
Admin Duty (Reports, Court, Clerical)	16
Building Checks	30
Close Patrols (Special Patrols Included)	88
Investigations (Sus veh/activity)	13
Traffic Stops	158
Vacation Watch	8
Walk Thru	20
Total	333

Bartonville Police Department**October 2023****Misc. Information/Upcoming Events**

1. **Blue Santa drive is under way. We have closed applications for families and have opened up for donations.**
2. **In regards to the above average amount of Thefts- all of them occurred in the Lantana Town Center.**
3. **All crashes were on FM 407.**



TOWN COUNCIL COMMUNICATION

DATE November 17, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Town Administrator - Monthly Reports October 2023: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court Permits, and Board Member Attendance.

SUMMARY:

Monthly Reports September 2023.

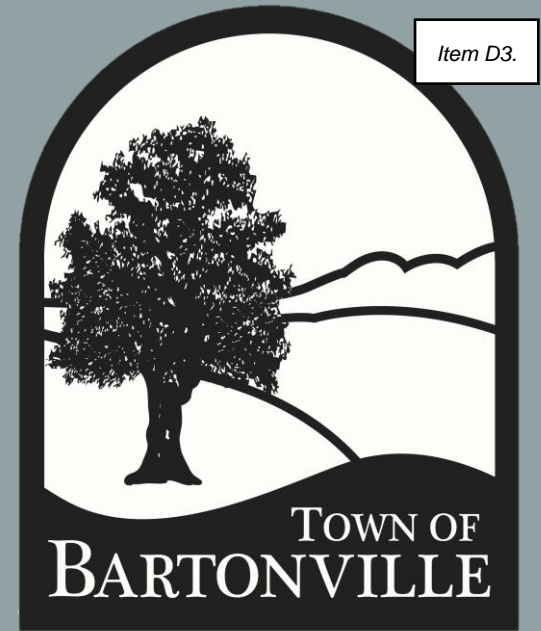
ATTACHMENTS:

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

Town of Bartonville

Monthly Financial Report

Month Ending
October 31, 2023

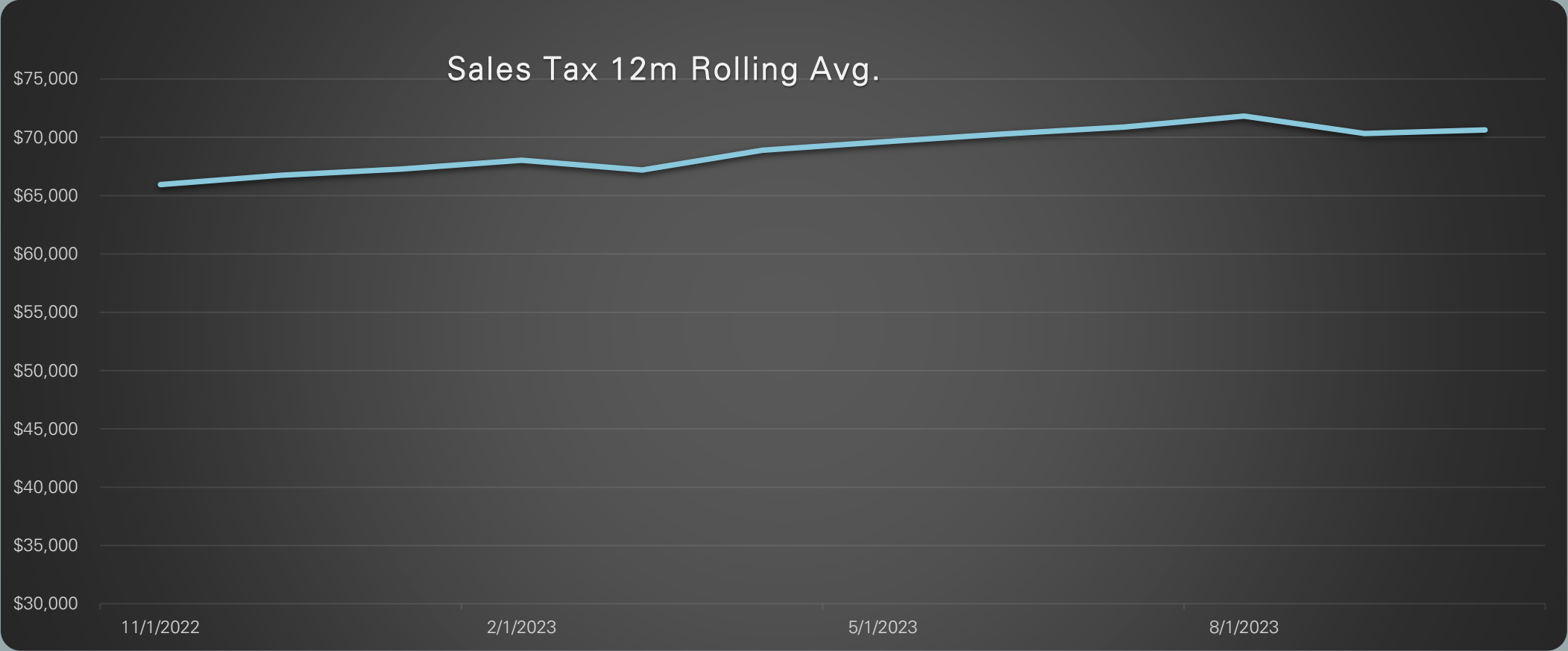


PRESENTED:
NOVEMBER 21, 2023

All General Fund Revenues

	October 2023 Revenue	Year to Date Revenue	Current Year Budget	Projected Revenue Remaining	% of Budgeted Revenue Remaining	Prior year YTD	Prior year ending balance
Property Tax	\$632.59	\$632.59	\$1,050,000.00	\$1,049,367.41	99.94	\$2,731.79	\$986,183.68
Sales Tax	\$57,417.48	\$57,417.48	\$785,000.00	\$727,582.52	92.69%	\$53,642.52	\$843,911.57
Franchise Fees	\$62,136.84	\$62,136.84	\$200,000.00	\$137,863.16	68.93%	\$62,227.95	\$238,380.27
Other/Transfer	\$13,378.25	\$13,378.25	\$169,300.00	\$155,921.75	92.10%	\$345.96	\$202,549.97
Development Fees	\$0.00	\$0.00	\$30,000.00	\$30,000.00	100.00%	\$0.00	\$105,414.24
Permit Fees	\$18,545.25	\$18,545.25	\$150,000.00	\$131,454.75	87.64%	\$34,111.95	\$226,727.21
Municipal Court	\$15,476.67	\$15,476.67	\$85,000.00	\$69,523.33	81.79%	\$9,585.21	\$109,188.14
Total Revenue	\$167,587.08	\$167,587.08	\$2,469,300.00	\$2,301,712.92	93.21%	\$162,645.38	\$2,712,355.08

Sales Tax Collections



All General Fund Expenditures

	October 2023 Expenditures	Year to Date Expenditures	Current Year Budget	Budget Balance Remaining	% of Balance Remaining	Prior Year YTD Balance	Prior year FY Ending Balance
Administration	\$47,075.00	\$47,075.00	\$1,183,858.77	\$1,136,783.77	96.02%	\$56,958.97	\$1,226,739.03
Police	\$54,842.35	\$54,842.35	\$912,990.09	\$858,147.74	93.99%	\$69,558.22	\$730,121.30
Municipal Court	\$800.00	\$800.00	\$6,600.00	\$5,800.00	87.88%	\$450.00	\$4,700.00
Transfers	\$8,443.47	\$8,443.47	\$314,000.00	\$305,556.53	97.31%	\$8,057.44	\$303,165.29
Total Expenses	\$111,160.82	\$111,160.82	\$2,417,448.86	\$2,306,288.04	95.40%	\$135,024.63	\$2,264,752.62

Expenditures by Department

Administration

	October 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$40,665.68	\$40,665.68	\$517,668.77	\$477,003.09	92.14%	\$35,688.25	\$437,431.83
Other	\$3,162.02	\$3,162.02	\$112,800.00	\$109,637.98	97.20%	\$415.00	\$118,334.82
Contracted Service	(\$9,683.00)	(\$9,683.00)	\$368,290.00	\$377,973.00	102.63%	\$6,074.77	\$429,278.96
Fees & Service Charges	\$7.50	\$7.50	\$1,170.00	\$1,162.50	99.36%	\$95.00	\$1,180.42
Supplies	\$12,791.13	\$12,791.13	\$75,430.00	\$62,638.87	83.04%	\$9,676.85	\$48,073.96
Maintenance	\$131.67	\$131.67	\$58,500.00	\$58,368.33	99.77%	\$5,009.10	\$42,398.44
Capital Improvements	\$0.00	\$0.00	\$50,000.00	\$50,000.00	100.00%	\$0.00	\$150,040.60
Total Administration:	\$47,075.00	\$47,075.00	\$1,183,858.77	\$1,136,783.77	96.02%	\$56,958.97	\$1,226,739.03

Expenditures by Department

Police

	October 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$55,220.73	\$55,220.73	\$819,859.09	\$764,638.36	93.26%	\$54,240.23	\$660,506.81
Maintenance	\$950.30	\$950.30	\$26,131.00	\$25,180.70	96.36%	\$8,240.39	\$35,373.16
Contracted Service	\$0.00	\$0.00	\$10,000.00	\$10,000.00	100.00%	\$6,722.00	\$6,722.00
Other	\$0.00	\$0.00	\$4,500.00	\$4,500.00	100.00%	\$265.75	\$2,534.93
Supplies	(\$1,328.68)	(\$1,328.68)	\$52,500.00	\$53,828.68	102.53%	\$89.85	\$24,984.40
Total Police Department:	\$54,842.35	\$54,842.35	\$912,990.09	\$858,147.74	93.99%	\$69,558.22	\$730,121.30

Oct 1, 2023 - Oct 31, 2023

Location	Notes	Code
Oct 31, 2023 12:18 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Oct 24, 2023 12:17 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Oct 17, 2023 12:11 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Oct 10, 2023 12:10 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Oct 5, 2023 12:27 PM 7951 justin rd	we removed a skunk from a trap at this location	Animal Control
Oct 3, 2023 12:09 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control



Westwood

Town of Bartonville Status Report

Date: November 17, 2023

Plat Review

- ELTS Preliminary Plat
- Knights Crest
- Swig
- Andy's Frozen Custard

ROW Permits

- Frontier 2660 FM 407
- CoServ Gas Fortification
- Atmos – 780 Rockgate

Subdivision Construction

- N/A

Street Fund

- Street Rehabilitation – E. Jeter & Stonewood – Construction
 - E. Jeter Asphalt and Geogrid Completed
 - Stonewood – Overlaid Week of November 13
- Traffic Counts Nov. 13-17

General Consultation

- Prepared Fall Work Order to begin after completion of Jeter and Stonewood

Town of Bartonville
Municipal Court Council Report
From 10/1/2023 to 10/31/2023

11/1/2023 12

Item D3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
140	0	0	0	4	144

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$11,990.26	\$3,011.46	\$12,987.00	\$498.69	\$610.89	\$29,098.30

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
55	0	37	19	28	139

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
7	0	7	14

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
23-00360-01	Paul Miller Custom Pools	780 Rockgate	Pool/Spa (inground)	10/6/2023	\$120,000.00		\$725.00
23-00366-01	Tesla Electrical Solutions	69 McMakin	Electrical Permit	10/2/2023			\$130.00
23-00369-01	Michael D Glover	1425 Brian Street	OSSF Permit - Residential	10/3/2023			\$410.00
23-00370-01	AR Electric		Contractor Registration - Electrical	10/2/2023			\$0.00
23-00371-01	LPSC, LLC		Contractor Registration - Plumbing	10/2/2023			\$0.00
23-00372-01	Lone Star Water Well Drilling		Contractor Registration - General	10/3/2023			\$125.00
23-00373-01	Speed Underground LLC		Contractor Registration - General	10/4/2023			\$125.00
23-00374-01	Badger Septic Services, LLC	405 Stonewood Blvd	OSSF Permit - Residential	10/11/2023			\$410.00
23-00375-01	Reed Plumbing Inc		Contractor Registration - Plumbing	10/5/2023			\$0.00
23-00376-01	HAI Services, INC.		Contractor Registration - Electrical	10/6/2023			\$0.00
23-00377-01	E Salas Electric & Lighting LLC		Contractor Registration - Electrical	10/6/2023			\$0.00
23-00378-01	Lone Star Water Well Drilling	1648 Barrington Hills Blvd	Water Well	10/11/2023	\$13,000.00		\$250.00
23-00379-01	Baker Brothers Plumbing, Air, and Electric		Contractor Registration - Plumbing	10/10/2023			\$0.00
23-00381-01	Drew Walling Custom Homes	2013 High Meadow Ct	New Residence Permit	10/17/2023	\$1,000,000.00	4935.00	\$3,207.75
23-00381-02	Drew Walling Custom Homes	2013 High Meadow Ct	New Residence (Non AC)	10/17/2023	\$1,000,000.00	4935.00	\$1,368.90
23-00381-04	Drew Walling Custom Homes	2013 High Meadow Ct	Grading and Drainage Permit	10/17/2023	\$1,000,000.00	4935.00	\$275.00
23-00381-05	Drew Walling Custom Homes	2013 High Meadow Ct	Culvert/Driveway	10/17/2023	\$1,000,000.00	4935.00	\$120.00
23-00384-01	Drew Walling Custom Homes	2013 High Meadow Ct	Accessory Bldg AC (1,001 +)	10/17/2023	\$100,000.00	653.00	\$975.55
23-00385-01	The Bartonville Tavern	2652 FM Unit 155	Food Establishment Permit	10/13/2023			\$165.00
23-00386-01	JNS Electric		Contractor Registration - Electrical	10/13/2023			\$0.00
23-00387-01	Allegheny Construction		Contractor Registration - Electrical	10/16/2023			\$0.00
23-00388-01	Barnett Signs		Contractor Registration - Electrical	10/16/2023			\$0.00
23-00389-01	JNS Electric	858 Broome Rd	Electrical Permit	10/17/2023	\$2,500.00		\$130.00
23-00390-01	Royal Flush Septic	2005 High Meadow Ct	OSSF Permit - Residential	10/24/2023			\$410.00
23-00391-01	Barnett Signs	1842 FM 407	Sign Permit	10/18/2023	\$600.00		\$75.00
23-00392-01	Chandler Signs LLC		Contractor Registration - Electrical	10/19/2023			\$0.00
23-00393-01	L. T. Plumbing		Contractor Registration - Plumbing	10/20/2023			\$0.00
23-00394-01	Southern Comfort Mechanical	1389 Broome Rd	Mechanical Permit	10/20/2023	\$9,720.00	4025.00	\$130.00
23-00395-01	Joshua Homes		Contractor Registration - General	10/23/2023			\$125.00
23-00396-01	C&B Electric		Contractor Registration - Electrical	10/23/2023			\$0.00
23-00397-01	AirCo Ltd		Contractor Registration - Mechanical	10/23/2023			\$0.00
23-00398-01	CWE Group Inc dba CW Service Pros		Contractor Registration - Plumbing	10/24/2023			\$0.00
23-00399-01	CWE Group Inc dba CW Service Pros		Contractor Registration - Mechanical	10/24/2023			\$0.00
23-00400-01	CWE Group Inc dba CW Service Pros	568 Wolf Run Rd	Hot Water Heater	10/26/2023	\$2,300.00		\$75.00
23-00401-01	Dyoungco Construction Services & Design LLC	405 Stonewood Blvd	New Residence Permit	10/27/2023	\$130,000.00		\$3,244.15
23-00401-02	Dyoungco Construction Services & Design LLC	405 Stonewood Blvd	New Residence (Non AC)	10/27/2023	\$130,000.00		\$1,197.90
23-00401-04	Dyoungco Construction Services & Design LLC	405 Stonewood Blvd	Grading and Drainage Permit	10/27/2023	\$1,300,000.00	4991.00	\$275.00
23-00401-05	Dyoungco Construction Services & Design LLC	405 Stonewood Blvd	Culvert/Driveway	10/27/2023	\$1,300,000.00	4991.00	\$120.00
23-00402-01	The Landscaping Wizard LLC		Contractor Registration - Irrigation	10/30/2023			\$125.00
23-00406-01	JLG Services		Contractor Registration - General	10/31/2023			\$125.00
23-00408-01	Stellar Home Maintenance		Contractor Registration - Plumbing	10/31/2023			\$0.00
23-00409-01	Stellar Home Maintenance	1221 W Jeter Rd	Plumbing Permit	10/31/2023			\$130.00

FY2024 Boards and Commission Attendance Report

Item D3.

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

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

All Terms are two (2) Years

P - Present

A - Absent

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

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

All Terms are two (2) Years

P - Present

A - Absent

FY2024 Boards and Commission Attendance Report

Item D3.

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

Bartonville Community Development Corporation (BCDC)														
Position	Term	Current Member												
Director	2022-2024	Jim Foringer (2006)	A	P										
Vice Chair	2022-2024	Terry Rock (2014)	P	P										
Director	2022-2024	Brenda Latham (2021)	P	P										
Director	2022-2024	James Kennemer (2022)	A	A										
Director	2023-2025	Jim Langford (2015)	P	P										
Chair	2023-2025	Randy Van Alstine (2014)	P	P										
Director	2023-2025	VACANT												

All Terms are two (2) Years

P - Present

A - Absent

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

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

All Terms are two (2) Years

P - Present

A - Absent



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of the October 17, 2023, Regular Meeting Minutes.

SUMMARY:

The Town Council held a Regular Meeting on October 17, 2023.

RECOMMENDED MOTION OR ACTION:

Approve the October 17, 2023, Regular Meeting Minutes as presented.

ATTACHMENT:

- October 17, 2023, Regular Meeting Minutes.

THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE MET IN REGULAR SESSION ON THE 17TH DAY OF OCTOBER 2023 AT THE TOWN OF BARTONVILLE TOWN HALL, LOCATED AT 1941 E JETER ROAD, BARTONVILLE, TEXAS WITH THE FOLLOWING COUNCIL MEMBERS PRESENT, CONSTITUTING A QUORUM:

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

Town Staff Present:

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

A. CALL MEETING TO ORDER

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

B. PLEDGE OF ALLEGIANCE

Mayor Carrington led the Pledge of Allegiance.

C. PUBLIC PARTICIPATION

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

There was no public participation.

D. PROCLAMATION

1. Proclamation celebrating the Town of Bartonville's 50th Anniversary of Incorporation.

Mayor Carrington read a Proclamation celebrating the Town of Bartonville's 50th Anniversary of Incorporation.

E. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Upper Trinity Regional Water District

The Town Council watched a video about the Lake Ralph Hall project.

2. Denton County Emergency Services District #1

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

3. Police Chief– Department Statistics/Activities September 2023

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

4. Town Administrator - Monthly Reports September 2023: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, and Permits.

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

F. CONSENT AGENDA

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

- 1. Consider approval of the September 19, 2023 Workshop and Regular Meeting Minutes.**
- 2. Consider approval of the FY2023-2024 Inter-Local Cooperation Agreement between Denton County and the Town of Bartonville Police Department for the use of the Denton County Radio Communication System; and authorize the Town Administrator to execute same on behalf of the Town.**

Motion made by Council Member Arens, seconded by Council Member Chapman, to approve Consent Agenda Items 1 -2 as presented.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

G. REGULAR ITEMS

- 1. Discuss and consider approval of a Resolution establishing the Town of Bartonville, Texas Insurance Trust Fund, authorizing the Trust Agreement and appointing Trustees for the Town.**

Rodney Dryden, HUB International, provided information regarding the proposed Trust Agreement and addressed questions from Council.

Motion made by Council Member Roberts, seconded by Council Member Sams, to approve a Resolution authorizing the Trust Agreement and appointing the Town Administrator and Town Secretary as Trustees.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

2. Discuss and consider recommendations from the Traffic Committee regarding:

- rumble strip removal;
- a no U-Turn on FM407 at IT Neely;
- allowing a left turn from the center lane at McMakin at FM407;
- “East Jeter” and “West Jeter” directional signs at Gibbons; and
- speed limits in Deer Hollow, Eagle Ridge, and Hudson Hills subdivisions.

Motion made by Council Member Crandall, seconded by Council Member Roberts, to approve the Traffic Committee recommendations as presented.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

3. Discuss and consider rescheduling the November 21, 2023, Council Meeting to November 14, 2023.

Discussion only, no action taken.

H./I. CONVENE INTO CLOSED SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:15 pm and reconvened into open session at 7:32 pm in accordance with the Texas Government Code regarding:

1. 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: Chief of Police.

Motion made by Council Member Roberts, seconded by Council Member Crandall, to authorize the Town Administrator to enter into an agreement with a search firm for search services, to assist the Town in filling the Chief of Police vacancy in an amount not to exceed \$13,000.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5/0

J. FUTURE ITEMS

Town Administrator Chambers stated a rezoning case and an amendment to the fence ordinance will be coming forward at the next meeting.

K. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 7:34 pm.

APPROVED this the 21st day of November 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Consider approval of an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.03, "Operation of Vehicles" to provide a speed limit of 25 MPH for Deer Hollow Subdivision; and providing an effective date.

SUMMARY:

At the October 17, 2023, Council Meeting, Council approved the recommendation of the Traffic Committee to set a 25 MPH speed limit in the Deer Hollow Subdivision and directed Staff to bring an Ordinance to the November 21, 2023, meeting.

RECOMMENDED MOTION OR ACTION:

Recommend approval of the attached Ordinance.

ATTACHMENTS:

- Draft Ordinance

TOWN OF BARTONVILLE
ORDINANCE NO. ____-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 12, "TRAFFIC AND VEHICLES," ARTICLE 12.03, "OPERATION OF VEHICLES"; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town is authorized by Chapters 542 and 545 of the Texas Transportation Code to regulate traffic by police officers or traffic-control devices, to alter a speed limit, to place and maintain traffic-control devices on Town streets, and to erect signs giving notice of such traffic-control and speed limit determinations in the Town; and

WHEREAS, the Town Council of the Town of Bartonville authorized by Town Resolution 2022-12, dated July 26, 2022, the creation of an Ad Hoc Traffic Committee composed of certain Town Council members, interested Town citizens and other Town officials to research, develop and recommend ways and means of improving traffic conditions for safety reasons such as addressing issues regarding speeding, and provide recommendations to the Town Council; and

WHEREAS, the Ad Hoc Traffic Committee met, discussed, and prepared recommendations for the Town Council to consider for approval to address speed mitigation measures in new residential subdivisions in the Town; and

WHEREAS, the Town Council has accepted the Ad Hoc Traffic Committee's recommendations, which must be enacted by Town ordinance; and

WHEREAS, the Town Council of the Town of Bartonville has determined that it is in the best interest of the health, safety and welfare of its citizens to amend the Town Code of Ordinances to designate speed limits in the Town as specified in this Ordinance, including the determination that certain speed limits in the residential subdivisions specified in this Ordinance should be reduced to 25 miles per hour because the prima facie speed limit on the streets in those residential subdivisions are unreasonable or unsafe in those locations, in the reasonable exercise of the Town's police power.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
AMENDMENT OF ARTICLE 12.03**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.03, entitled "Operation of Vehicles," is hereby amended by amending the provisions of certain speed limits in §12.03.031, and said amendments shall read as follows:

"Article 12.03 OPERATION OF VEHICLES

* * *

Division 2. Speed Limits

§ 12.03.031. Established

Add subsection (h) to designate 25 mph speed limits in the Deer Hollow residential subdivision, as follows:

"(h) Deer Hollow Subdivision: The prima facie maximum speed limit for motor vehicles traveling on the streets within the Deer Hollow residential subdivision in the town shall be 25 mph."

**SECTION 3.
SEVERABILITY**

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

SECTION 4. SAVINGS

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

SECTION 5. ENGROSS AND ENROLL

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

SECTION 6. PUBLICATION

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

SECTION 7. EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Bartonville, Texas, on this the 21st day of November, 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: November 21, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Conduct a Public Hearing and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to change the zoning designation on four tracts of land, totaling 101.467 acres, situated in the Daniel Cook Survey, Abstract Number 230, and A.M. Feltus Survey, Abstract Number 1594, in the Town of Bartonville, Denton County, Texas, from Agricultural (AG) to Residential Estates 5 (RE-5). Town File #ZC-2023-005. **(The Planning & Zoning Commission recommended approval by a vote of 5-0 at its November 1, 2023, meeting.)**

Applicant: Jacob Sumpter, AICP, Mycoskie & Associates, Inc., on behalf of Knight Development Group, LLC (property owner)

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

Summary: The applicant is the owner of four tracts of land, totaling 178.763 acres, located on the north side of E Jeter Road, approximately 2,185 feet east of the intersection of E Jeter Road and Country Court. The legal description of the property is A1594A A.M. Feltus, TR 3, 10.0 acres, Old DCAD TR #1; A1594A A.M. Feltus, TR 2, 30.0 acres, Old DCAD TR #1A, A1594A A.M. Feltus, TR 1, 78.763 acres, Old DCAD TR #2, and A0230A Cook, TR 8, 60.0 acres, Old DCAD TR #4. The corresponding Denton CAD parcel numbers are 64602, 65099, 65101, and 65110. The applicant has applied for a change in the zoning designation on 101.467 acres of their ownership (this sub-area to be known henceforth as the 'subject property') from Agricultural (AG) to Residential Estates 5 (RE-5) (see Exhibit A).

The subject property is currently vacant, save a gas wellhead and accessory structures on parcel 64602. The applicant is requesting the zoning change in order to facilitate a residential subdivision of the subject property into minimum five-acre parcels.

Zoning Change

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

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

5. Any other factors which will substantially affect the public health, safety, morals, or general welfare.

The proposed zoning change would amend the zoning designation of the subject property from Agricultural (AG) to Residential Estates 5 (RE-5). In the Bartonville Comprehensive Plan, the RE-5 land use category is described as areas intended for residential and related uses, with some limited agricultural uses pertaining to the keeping of animals and livestock for personal use and enjoyment. A rural atmosphere should be maintained within these areas and street cross sections that provide for a "country" feel is encouraged for local streets. Correspondingly, the RE-5 zoning district is intended as an area for very low density residential use, with a minimum lot size of five acres. The principal purposes of this zoning district are to conserve and protect agricultural uses, guide development in an orderly fashion in rural areas, and prevent conflicting urban and rural uses. This district is appropriate for selected locations where rural characteristics are desired or where terrain or public service capacities necessitate very low densities. The RE-5 zoning district is one of those listed as appropriate for the RE-5 land use category (Bartonville Zoning Ordinance [BZO] Section 4.1.B, Chart 4.1).

The proposed zoning change is not associated with any annexation or development agreement. The area south of the subject property is zoned Agriculture (AG), which is characterized by large lot residential and agricultural uses, though the lot sizes immediately adjacent to the subject property on the south range from one to 13 acres. To the north of the subject property, the Hat Creek Estates development has created residential home sites that range from approximately two to five acres in size. The proposed zoning change for the subject property will maintain the large lot residential development pattern in place on the surrounding properties.

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

Staff Recommendation: Approve.

Public Comment: None.

Financial Information: The subject property is currently being used for agricultural purposes. The future subdivision of the land and construction of single-family homes will increase the Town of Bartonville's ad valorem property tax base. It is unknown at this time whether the road constructed to access these residential lots will be public or private; if the former then this would be a cost liability for the Town in the form of maintenance and future replacement.

Exhibits:

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

Exhibit 1



Town of Bartonville

Application for Zoning Map Amendment

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

Applicant (Owner or Agent, Specify): Jacob Sumpter, AICP - Mycoskie & Associates, Inc.

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

Phone: 817-469-1671

Fax: 817-274-8757

Owner's Name(s) if different: Knight Development Group LLC - Rob Knight

Owner's Address: 3451 Setendipity Hill Trail

Phone: 469-774-8172

Fax: _____

Engineer/Surveyor if applicable: Mycoskie & Associates, Inc.

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

Phone: 817-469-1671

Fax: 817-274-8757

General Location of Property: 799 East Jeter Road

Legal Description of Property: See attached

(Attach Complete Metes and Bounds Description)

Nature and reason for Zoning Change: Rezone to be in compliance with future land use plan

Does this request conform with the adopted Land Use Plan? ☒ Yes ☐ No

If the change requested does not conform with the adopted Land Use Plan, you must submit a Land Use Plan Amendment Application.

Current
Zoning: AG

I hereby request that the Zoning Designation be
changed to: RE-5

(If a PD is proposed, submit PD Application)

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

[Signature]
Signature of Applicant/Owner

September 22, 2023
Date

STAFF USE ONLY:

Date Submitted: _____ Fee Paid: _____

Accepted By: _____ Check No. : _____

P & Z Public Hearing: _____ Metes & Bounds Attached: ☐ Yes ☐ No

Council Public Hearing: _____ Notarized Statement: ☐ Yes ☐ No ☐ N/A

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



NOTARY FORM

Town of Bartonville

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

Dated: 9/20/2023

I, Knight Development Group LLC - Rob Knight, owner of the Property located at 799 E. Jeter Road do hereby certify that I have given my permission to Jacob Sumpter, AICP - Mycoskie & Associates, Inc., to submit this zoning amendment application.

Rob Knight
Print Name

[Signature]
Signature of Owner

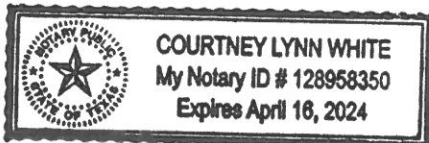
3451 Setendipity Hill Trail
Address

469-774-8172
Phone No.

State of Texas §
County of Tarrant §

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

(Seal)



Courtney White
Notary

ZONING LEGAL DESCRIPTION
101.467 ACRES/4,419,898 SQ. FT.

BEING a 101.467 acre tract of land situated in the Daniel Cook Survey, Abstract No. 230 and the A. M. Feltus Survey, Abstract No. 1594, Denton County, Texas and being a part of a called 183.23 acre tract of land as described indeed to Ponca City Inn, Inc, as recorded in County Clerk's Instrument No. 2021-115695, Official Records Denton County, Texas, (ORDCT) said tract being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod (leaning) in concrete found for the northeast corner of said 183.23 acre tract and being the southeast corner of Hat Creek Estates (Lot 1) as recorded in Instrument No. 2017-260 ORDCT and being in the west line of a called 99.8173 acre tract as described in deed to Education Leads to Success Foundation, recorded in Instrument No. 2020-151501 ORDCT;

THENCE South 00°30'01" East, with the common line of said 183.23 acre tract and said 99.8173 acre tract, a distance of 926.45 feet to a point for corner;

THENCE over and across said 183.23 acre tract, the following courses and distances as follows:

South 89°42'58" West, a distance of 1,430.64 feet to the beginning of a curve to the left, having a radius of 570.00 feet and a chord bearing and distance of South 67°05'22" West - 438.59 feet;

Southwesterly along said curve to the left, through a central angle of 45°15'12" an arc distance of 450.20 feet to a point for corner and the end of said curve;

South 44°27'46" West, a distance of 613.16 feet to a point for corner;

South 00°29'28" East, a distance of 1,045.07 feet to a point for corner in south line of said 183.23 acre tract and the north right-of-way line of Jeter Road East;

THENCE South 89°30'32" West, with the south line of said 183.23 acre tract and the north line of said Jeter Road East, a distance of 951.35 feet to a 1/2" capped iron rod stamped "KAZ" found the beginning of a curve to the right having a radius of 100.69 feet and a chord bearing and distance of North 45°43'32" West - 141.81 feet;

THENCE northwesterly with said curve to the right through a central angle of 89°31'51" an arc distance of 157.34 feet to a 1/2" capped iron rod stamped "KAZ" found for the end of said curve;

THENCE North 00°51'38" West, with the west line of said 183.23 acre tract and the east right-of-way line of said Jeter Road East, a distance of 314.27 feet to a 1/2" iron rod found for corner;

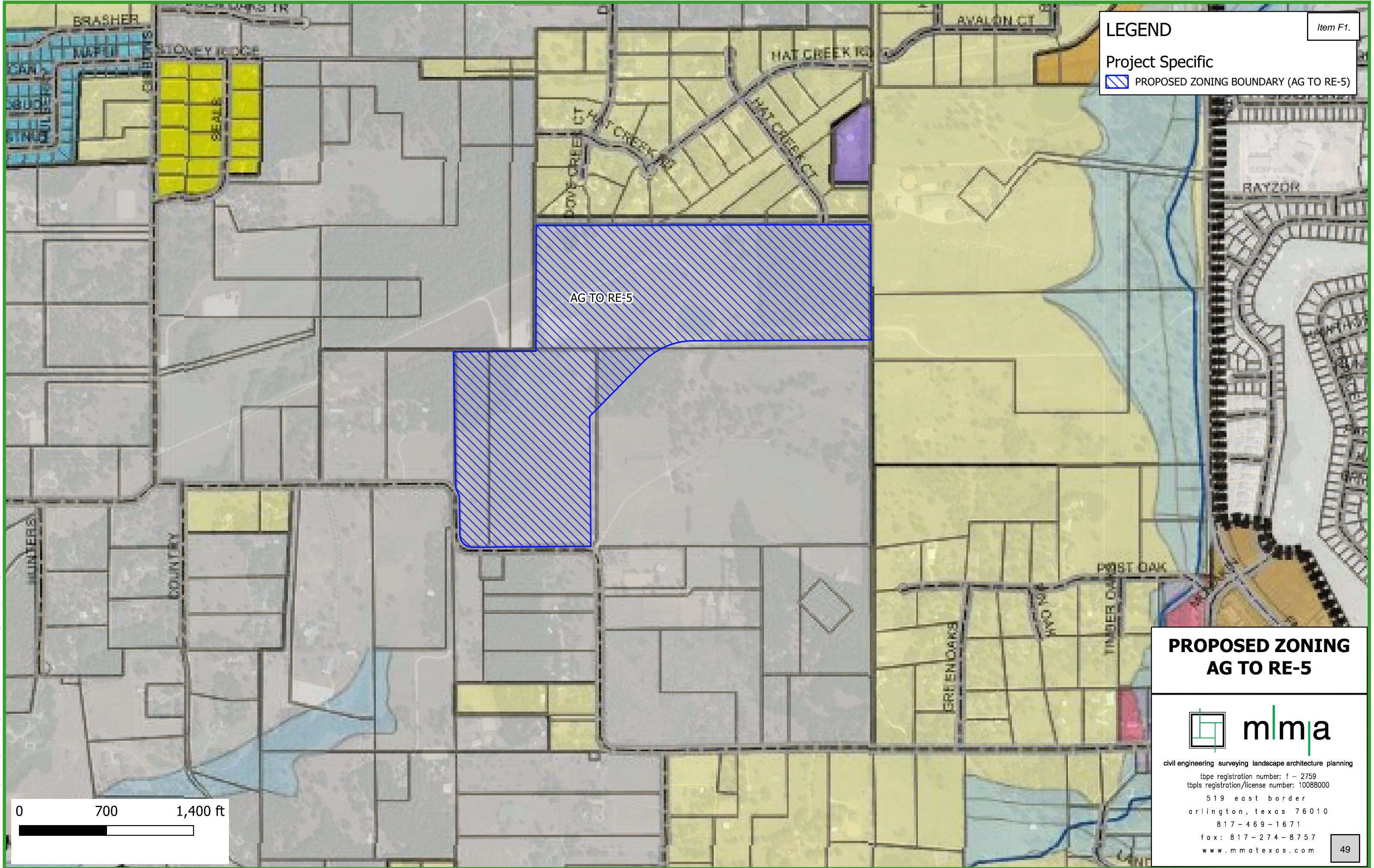
THENCE North 24°14'34" West, with the west line of said 183.23 acre tract and the east right-of-way line of said Jeter Road East, a distance of 69.09 feet to a 5/8" iron rod found for corner;

THENCE North 00°56'31" West, with the west line of said 183.23 acre tract, passing at a distance of 66.94 feet the southeast corner of a called 26.010 acre tract as described in a deed to Locke Living Trust, recorded in Instrument No. 2000-29231 ORDCT, in all a total distance of 1,096.87 feet to a 5/8" iron rod found for the most westerly northwest corner of said 183.23 acre tract and in the south line of Deer Hollow (Lot 4, Block B) as recorded in Instrument No. 2023-18 ORDCT;

THENCE North 89°35'32" East, with the most southerly north line of said 183.23 acre tract and the south line of said Deer Hollow, a distance of 661.66 feet to a 5/8" iron rod found for an interior ell corner of said 183.23 acre tract;

THENCE North 00°10'35" East, with the common line of said 183.23 acre tract and said Deer Hollow, a distance of 1,013.37 feet to a point for the most northerly northwest corner of said 183.23 acre tract and being the southwest corner of said Hat Creek Estates;

THENCE North 89°54'52" East, with the common line of said 183.23 acre tract and said Hat Creek Estates, a distance of 2,686.26 feet to the **POINT OF BEGINNING** and containing 4,419,898 Square Feet or 101.467 Acres of Land, more or less.



LEGEND

Item F1.

Project Specific

PROPOSED ZONING BOUNDARY (AG TO RE-5)

AG TO RE-5

PROPOSED ZONING
AG TO RE-5



civil engineering surveying landscape architecture planning

tbpe registration number: f – 2759
tbpls registration/license number: 10088000

519 east border
arlington, texas 76010

817-469-1671
fax: 817-274-8757

www.mmatexas.com

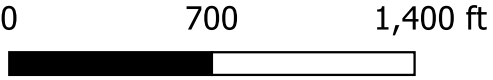


Exhibit 2



October 16, 2023

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP]

RE: Proposed Zoning Change

Dear [NAME]:

The Planning and Zoning Commission for the Town of Bartonville, Texas will conduct a public hearing at 7:00pm on November 1, 2023, at Bartonville Town Hall, 1941 E Jeter Road, Bartonville, Texas, to hear public comment and consider recommendations to the Town Council regarding an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to change the zoning designation from Agriculture (A) to Residential Estates 5 (RE-5) on a 101.467-acre tract or parcel of land identified as A0230A COOK, TR 8, 60.0 ACRES, OLD DCAD TR #4; A1594A A.M. FELTUS, TR 3, 10.0 ACRES, OLD DCAD TR #1; A1594A A.M. FELTUS, TR 2, 30.0 ACRES, OLD DCAD TR #1A; and A1594A A.M. FELTUS, TR 1, 78.763 ACRES, OLD DCAD TR #2, in the Town of Bartonville, Denton County, Texas.

The subject property is located on the north side of E Jeter Road, approximately 2,185 feet east of the intersection of E Jeter Road and Country Court in Bartonville, Texas. The property address is 799 E Jeter Road.

The applicant is Mycoskie & Associates, Inc, representing Knight Development Group, LLC.

The Town of Bartonville file number for this application is ZC-2023-003.

All interested parties are encouraged to attend.

Sincerely,


Shannon Montgomery, TRMC
Town Secretary
Town of Bartonville

Enclosure

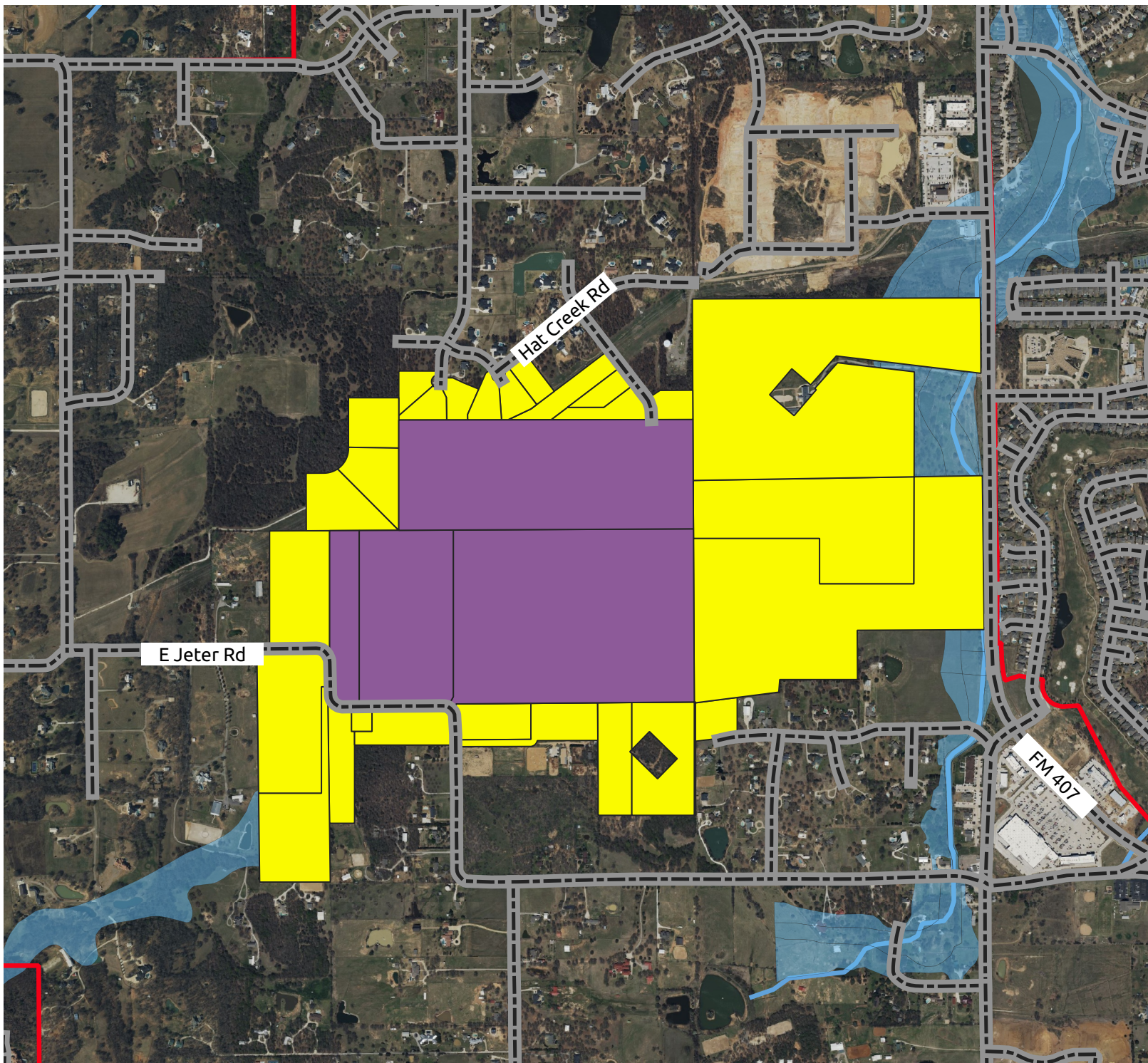

Knights Landing West Zoning Change

Town File #
ZC-2023-003

-  Knights Landing West Zoning Change Property
-  Noticed Parcels
-  Roads
-  Floodplain
-  Creeks



0 1,000 2,000 ft



Mailing List

Item F1.

NAME	STREET_ADDRESS	CITY	STATE	ZIP
3L PROPERTY HOLDINGS, LLC	5550 PRESTON RD STE B	DALLAS	TX	75205-2661
BATES, MONICA LEIGH	1008 HAT CREEK RD	ARGYLE	TX	76226-1705
BROWN, CHRISTOPHER A & CANDICE M	1012 HAT CREEK RD	BARTONVILLE	TX	76226-1705
BRYAN, MARTY W & ROXANNE TR BRYAN FAMILY REVOCABLE TRUST	913 HAT CREEK CT	BARTONVILLE	TX	76226-1704
CARRINGTON, H GARY & JACLYN TRTS OF CARRINGTON REVOCABLE TRUST	1361 E JETER RD	BARTONVILLE	TX	76226-9407
CLINTSMAN, BRYAN REVOCABLE TRUST & CLINTSMAN, MARGARET ANN REVOCABLE TRUST	912 DOVE CREEK CT	BARTONVILLE	TX	76226-1697
EDUCATION LEADS TO SUCCESS FOUNDATION	2104 CAVALIER WAY	FLOWER MOUND	TX	75022-5588
GOODSON, STACIE S	869 E JETER RD	BARTONVILLE	TX	76226-9412
GRISWOLD, RICHARD M & JAYE W, TRS GRISWOLD FAMILY LIV TRUST	3400 NORTH DR	FLOWER MOUND	TX	75022-6039
HAT CREEK HOMEOWNERS ASSOCIATION INC	PO BOX 51555	DENTON	TX	76206
HAYS, MICHAEL S & STEPHANIE E TRS WHITE SANDS LIVING TRUST	1004 HAT CREEK RD	ARGYLE	TX	76226-1705
HOLT, JEREMY	526 BENSON LN	ROANOKE	TX	76262-6397
KNIGHT DEVELOPMENT GROUP LLC	3451 SETENDIPITY HILLS TRL	CORINTH	TX	76210
LANE, JASON I	916 DOVE CREEK CT	ARGYLE	TX	76226-1697
LOCKE, LENEAL & KATHERINE TRTS OF LOCKE LIVING TRUST	501 E JETER RD	BARTONVILLE	TX	76226-9415
LSD ACQUISITIONS LLC	1316 CAPILANO WAY	MCKINNEY	TX	75069-1512
MCMILLAN, MARK F	PO BOX 490	ARGYLE	TX	76226-0490
MIKE MOLLO CUSTOM HOMES LLC	916 DOVE CREEK CT	ARGYLE	TX	76226-1697
OLDHAM, KEVIN R & MELISSA S	744 E JETER RD	BARTONVILLE	TX	76226-9588
PARNELL, WES	8440 STEEPLECHASE CIR	ARGYLE	TX	76226-6377
PITTMAN, JAMES M & LAURA L	1237 POST OAK LN	BARTONVILLE	TX	76226-9465
PONCA CITY INN INC, C/O RACHWAL ENT	1005 ROADRUNNER RD	ARGYLE	TX	76226-6108
STEALTH DEVELOPMENT, LTD	1361 E JETER RD	BARTONVILLE	TX	76226-9407
WALSH, JAMES & KATY	857 E JETER RD	BARTONVILLE	TX	76226-9412
WILSON, JIMMY M	1008 HAT CREEK RD	BARTONVILLE	TX	76226-1705
SAMS, CLAYTON	590 E JETER ROAD	BARTONVILLE	TX	76226

Exhibit 3

Denton Record-Chronicle
3555 Duchess Drive
(940) 387-7755

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

PUBLICATION DATES:
Oct. 21, 2023

Notice ID: JeSHmwORVJp89eANISD7
Notice Name: Council PH Notice for 10212023 publication

PUBLICATION FEE: \$67.92

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

Bailee Liston

Agent

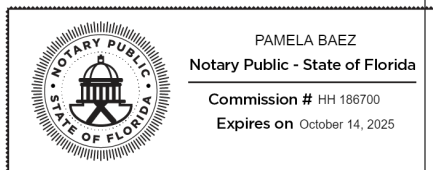
VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 10/23/2023

[Signature]

Notary Public
Notarized online using audio-video communication



**TOWN OF BARTONVILLE
PUBLIC NOTICE**

The Town Council for the Town of Bartonville, Texas will conduct a Public Hearing at 6:30pm on November 21, 2023, at Bartonville Town Hall, 1941 E Jeter Road, Bartonville, Texas, to hear public comment and consider the proposed Zoning Change and recommendations of the Planning and Zoning Commission regarding:

- an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to change the zoning designation from Agriculture (A) to Residential Estates 5 (RE-5) on a 101.467-acre tract or parcel of land identified as A0230A COOK, TR 8, 60.0 ACRES, OLD DCAD TR #4; A1584A A.M. FELTUS, TR 3, 10.0 ACRES, OLD DCAD TR #1; A1594A A.M. FELTUS, TR 2, 30.0 ACRES, OLD DCAD TR #1A; and A1594A A.M. FELTUS, TR 1, 78.763 ACRES, OLD DCAD TR #2, in the Town of Bartonville, Denton County, Texas. The subject property is located on the north side of E Jeter Road, approximately 2,185 feet east of the intersection of E Jeter Road and Country Court in Bartonville, Texas. The property address is 799 E Jeter Road. The applicant is Mycoskie & Associates, Inc, representing Knight Development Group, LLC. The Town of Bartonville file number for this application is ZC-2023-003; and
- an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A", the Zoning Ordinance, by deleting Chapter 20, "Fencing, Walls and Screening Requirements," and by amending Chapter 3, "Building Regulations" by adding Article 3.10, "Fences and Walls"; amending other Zoning Ordinance and Town Code Provisions accordingly. All interested parties are encouraged to attend.

dre 10/21/2023

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. XXX-23**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING ORDINANCE NO. 361-05, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF BARTONVILLE, AS AMENDED, BY CHANGING THE ZONING DESIGNATION OF FOUR TRACTS OF LAND, TOTALING APPROXIMATELY 101.467 ACRES, IN THE DANIEL COOK SURVEY, ABSTRACT NUMBER 230, AND A.M. FELTUS SURVEY, ABSTRACT NUMBER 1594, GENERALLY LOCATED NORTHEAST OF E. JETER ROAD AND SOUTH OF THE HAT CREEK SUBDIVISION, IN THE TOWN, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM A ZONING DESIGNATION OF AGRICULTURAL (AG) TO A ZONING DESIGNATION OF RESIDENTIAL ESTATES 5 (RE-5), AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the Town has the authority to adopt a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures, and land for business, industrial, residential or other purposes, and to amend said ordinance and map for the purpose of promoting the public health, safety, morals and general welfare; and

WHEREAS, the owner of four tracts of land, totaling 101.467 acres, in the Daniel Cook Survey, Abstract Number 230, and A.M. Feltus Survey, Abstract Number 1594, generally located northeast of E. Jeter Road and south of the Hat Creek Subdivision, in Bartonville, Texas, has initiated an application on the hereinafter described property to re-zone same; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the Town of Bartonville on the 1st day of November, 2023, and by the Town Council of the Town of Bartonville on the 21st day of November, 2023, with respect to the zoning change described herein; and

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

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

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
ORDINANCE 361-05 AMENDED**

Ordinance 361-05, Zoning Regulations for the Town of Bartonville, as amended, and the Official Zoning Map of the Town of Bartonville is hereby amended so as to change the zoning classification of four tracts of land, totaling approximately 101.467 acres, in the Daniel Cook Survey, Abstract Number 230, and A.M. Feltus Survey, Abstract Number 1594, generally located northeast of E. Jeter Road and south of the Hat Creek Subdivision, in the Town of Bartonville, as more particularly described in Exhibit "A" attached hereto, and incorporated herein for all purposes, from a zoning designation of Agricultural (AG) to a Zoning Designation of Residential Estates 5 (RE 5).

**SECTION 3.
OFFICIAL ZONING MAP AMENDED**

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

**SECTION 4.
CUMULATIVE CLAUSE**

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

SECTION 5. SEVERABILITY

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

SECTION 6. SAVINGS

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

SECTION 7. ENGROSSMENT AND ENROLLMENT

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

SECTION 8. PUBLICATION

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

SECTION 9. PUNISHMENT

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Bartonville, Texas, as heretofore amended, and upon conviction shall be punished by a fine not

to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 10.
EFFECTIVE DATE**

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

DULY PASSED AND APPROVED by the Town Council of the Town of Bartonville, Texas, on the 21st day of November 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary

Exhibit A

DRAFT

ZONING LEGAL DESCRIPTION
101.467 ACRES/4,419,898 SQ. FT.

BEING a 101.467 acre tract of land situated in the Daniel Cook Survey, Abstract No. 230 and the A. M. Feltus Survey, Abstract No. 1594, Denton County, Texas and being a part of a called 183.23 acre tract of land as described indeed to Ponca City Inn, Inc, as recorded in County Clerk's Instrument No. 2021-115695, Official Records Denton County, Texas, (ORDCT) said tract being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2" iron rod (leaning) in concrete found for the northeast corner of said 183.23 acre tract and being the southeast corner of Hat Creek Estates (Lot 1) as recorded in Instrument No. 2017-260 ORDCT and being in the west line of a called 99.8173 acre tract as described in deed to Education Leads to Success Foundation, recorded in Instrument No. 2020-151501 ORDCT;

THENCE South 00°30'01" East, with the common line of said 183.23 acre tract and said 99.8173 acre tract, a distance of 926.45 feet to a point for corner;

THENCE over and across said 183.23 acre tract, the following courses and distances as follows:

South 89°42'58" West, a distance of 1,430.64 feet to the beginning of a curve to the left, having a radius of 570.00 feet and a chord bearing and distance of South 67°05'22" West - 438.59 feet;

Southwesterly along said curve to the left, through a central angle of 45°15'12" an arc distance of 450.20 feet to a point for corner and the end of said curve;

South 44°27'46" West, a distance of 613.16 feet to a point for corner;

South 00°29'28" East, a distance of 1,045.07 feet to a point for corner in south line of said 183.23 acre tract and the north right-of-way line of Jeter Road East;

THENCE South 89°30'32" West, with the south line of said 183.23 acre tract and the north line of said Jeter Road East, a distance of 951.35 feet to a 1/2" capped iron rod stamped "KAZ" found the beginning of a curve to the right having a radius of 100.69 feet and a chord bearing and distance of North 45°43'32" West - 141.81 feet;

THENCE northwesterly with said curve to the right through a central angle of 89°31'51" an arc distance of 157.34 feet to a 1/2" capped iron rod stamped "KAZ" found for the end of said curve;

THENCE North 00°51'38" West, with the west line of said 183.23 acre tract and the east right-of-way line of said Jeter Road East, a distance of 314.27 feet to a 1/2" iron rod found for corner;

THENCE North 24°14'34" West, with the west line of said 183.23 acre tract and the east right-of-way line of said Jeter Road East, a distance of 69.09 feet to a 5/8" iron rod found for corner;

THENCE North 00°56'31" West, with the west line of said 183.23 acre tract, passing at a distance of 66.94 feet the southeast corner of a called 26.010 acre tract as described in a deed to Locke Living Trust, recorded in Instrument No. 2000-29231 ORDCT, in all a total distance of 1,096.87 feet to a 5/8" iron rod found for the most westerly northwest corner of said 183.23 acre tract and in the south line of Deer Hollow (Lot 4, Block B) as recorded in Instrument No. 2023-18 ORDCT;

THENCE North 89°35'32" East, with the most southerly north line of said 183.23 acre tract and the south line of said Deer Hollow, a distance of 661.66 feet to a 5/8" iron rod found for an interior ell corner of said 183.23 acre tract;

THENCE North 00°10'35" East, with the common line of said 183.23 acre tract and said Deer Hollow, a distance of 1,013.37 feet to a point for the most northerly northwest corner of said 183.23 acre tract and being the southwest corner of said Hat Creek Estates;

THENCE North 89°54'52" East, with the common line of said 183.23 acre tract and said Hat Creek Estates, a distance of 2,686.26 feet to the **POINT OF BEGINNING** and containing 4,419,898 Square Feet or 101.467 Acres of Land, more or less.

Project Specific

PROPOSED ZONING BOUNDARY (AG TO RE-5)

AG TO RE-5

PROPOSED ZONING
AG TO RE-5



civil engineering surveying landscape architecture planning

tbpe registration number: f – 2759
tbpls registration/license number: 10088000

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www.mmatexas.com

0 700 1,400 ft





TOWN COUNCIL COMMUNICATION

DATE: November 21, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Conduct a Public Hearing and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A", the Zoning Ordinance, by deleting Chapter 20, "Fencing, Walls and Screening Requirements," and by amending Chapter 3, "Building Regulations" by adding Article 3.10, "Fences and Walls"; amending other Zoning Ordinance and Town Code Provisions accordingly. **(The Planning & Zoning Commission recommended approval by a vote of 4-1 at its November 1, 2023 meeting.)**

Summary: The Town of Bartonville has prepared a draft amendment to the Bartonville Code of Ordinances to revise the regulations affecting fences and walls for residential and commercial properties within the town. Following consultation with the Town of Bartonville's Development Review Committee (DRC), the following changes are being proposed in order to 1) maintain the open, rural character and high-quality aesthetic desired by Bartonville's residents, 2) protect residential uses from commercial impacts, and 3) remove fencing regulations from the Zoning Ordinance and instead locate them within the building regulations section of the Code of Ordinances.

A summary of the general amendments to the Code of Ordinances is as follows:

1. Deletes Chapter 20 of the Zoning Ordinance ("Fencing, Walls, and Screening Requirements"), and references new Chapter 3, Article 3.10 ("Fences and Walls"), where fence regulations can now be found in the Town Code;
2. Enacts a new Article 3.10 in Chapter 3 of the Town Code of Ordinances, which includes:
 - a) Relocation of Chapter 20's provisions and modifies them based on DRC input;
 - b) Adds definitions, permit requirements, allowed/prohibited fence materials provisions, maintenance requirements, moves the decorative fencing provisions from Zoning Ordinance Chapter 18 to Article 3.10, adds provisions to address non-conforming fences, adds variance procedures, and adds offense/penalties language;
 - c) Removes reference to any landscaping or "living" screening from fencing regulations or definitions so that it is not necessary to obtain a fence permit to have such landscaping act as a screen/fence-like barrier;
3. Modifies various provisions throughout the Zoning Ordinance to reference Chapter 3, Article 3.10 rather than old Zoning Ordinance Chapter 20, and other clean-up provisions; and
4. Modifies a Town Code provision and the fee provision in Appendix A, for consistency.

Staff Recommendation: Approve.

Public Comment: None.

Financial Information: Staff does not anticipate any financial impact from these proposed regulations.

Exhibits:

1. Draft Ordinance No XXX-23, Amending Fencing Regulations.
2. Published legal notice.

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

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 14, EXHIBIT "A," THE ZONING ORDINANCE, BY DELETING CHAPTER 20, "FENCING, WALLS AND SCREENING REQUIREMENTS," AND BY AMENDING CODE OF ORDINANCES CHAPTER 3, "BUILDING REGULATIONS" BY ADDING ARTICLE 3.10, "FENCES AND WALLS"; AMENDING OTHER ZONING ORDINANCE AND TOWN CODE PROVISIONS ACCORDINGLY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING NO VESTED RIGHTS; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town is a General Law Municipality empowered under the Texas Local Government Code, Section 51.001, to adopt an ordinance or rule that is for the good government of the Town; and

WHEREAS, the Planning and Zoning Commission of the Town of Bartonville and the Town Council of the Town of Bartonville, in compliance with state law, have given the requisite notice by publication and otherwise, and after holding due public hearings and affording full and fair hearings to all property owners generally, the Town Council of the Town of Bartonville is of the opinion that said zoning ordinance should be amended as provided herein, and that the Town's code of ordinances should be amended as provided herein.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
AMENDMENT TO ZONING ORDINANCE CHAPTER 20**

From and after the effective date of this Ordinance, the Code of Ordinances of the Town of Bartonville, Texas, shall be and the same is hereby amended by amending Chapter 14, Exhibit

“A,” the Zoning Ordinance, to delete Chapter 20, “Fencing, Walls, and Screening Requirements,” so that the provision shall read as follows:

“CHAPTER 20. Intentionally Deleted. See Town Code Article 3.10.”

**SECTION 3.
AMENDMENT TO TOWN CODE CHAPTER 3**

From and after the effective date of this Ordinance, the Code of Ordinances of the Town of Bartonville, Texas, shall be and the same is hereby amended by amending Chapter 3, “Building Regulations,” by adding Article 3.10, “Fences and Walls,” which shall read as follows:

**“Article 3.10
FENCES AND WALLS**

§ 3.10.001. Purpose.

The purpose of this article is to encourage the most appropriate fencing to conserve and protect the open community goals of the town. Regulations are prescribed herein for the location and type of fencing and walls, and other details, to further that purpose for the health, safety and welfare of the citizens of the town.

§ 3.10.002. Definitions.

The following words and terms, when used in this article, shall have the following meanings, unless the context clearly indicates otherwise.

Fence. An artificially constructed barrier enclosing, separating, or screening areas of land, serving as a boundary, a means of protection, a buffer, a decorative element, a means of visually modifying the view, and/or for confinement. A fence is any part of a fence including the base, footings, supporting columns, posts, braces, structural members, or any other of its appendages or parts. A fence does not include landscaping or hedges or other plants to meet town code landscaping requirements, or to provide living decorative elements, or to provide living screening elements. Reference to a “fence” shall include a wall, and reference to a “wall” shall include a fence. A fence or wall under this article does not include a retaining wall as provided in section 5.5 of the town’s development ordinance.

Opacity. The degree of openness which light or views are blocked measured perpendicular to the fence for each fence section between supports.

Public right-of-way. The area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the town has an interest.

Public street. Any dedicated public right-of-way that affords the principle means of access to abutting property.

Repair. A repair to a fence or wall shall be defined as maintenance to a fence or wall where replacement of materials does not exceed fifty percent (50%) of the total length of the fence and does not change the scope, location, or dimensions of the fence. Repairs shall be made using the same material, or material with comparable composition, color, size, shape and quality of the original fence to which the repair is being made.

§ 3.10.003. Fences in general.

(a) Permit required. It is unlawful for any person to construct or replace, or cause to be constructed or replaced, a fence or any part of a fence in the town without first obtaining a fence permit from the town. No permit is required for repairs as defined by this article.

i. Permit fees. The fee for a permit shall be in the amount established in Appendix A to this code. When a person begins any work for which a permit is required by this article without first obtaining a permit, the permit application fee shall double. Payment of the fee shall not exempt any person from compliance with all other provisions of this article nor from any penalty prescribed by law.

ii. Application for permit. Any person making application for a fence permit shall complete a permit application on a form prescribed by the town showing the following information:

1. Applicant's name, address, phone number and, if the applicant represents a corporation, the name, address, and phone number of the registered agent of the corporation, or if the applicant represents an association, the name, address, and phone number of a high managerial agent of the association;
2. Name of the owner of the property
3. Local address where fence is proposed to be erected;
4. Type of fence construction (material);
5. Height of fence;

6. Diagram showing proposed location of the fence and listing relevant dimensions between the fence and other structures on the lot and the location of property lines and easements;
7. The applicant's authorized signature; and
8. Other documentation as required by the town administrator or his designee.

(b) Height. Except for private sport courts, it is unlawful to erect, maintain, suffer or permit any fence to exceed six feet (6') in height.

(c) No privacy fences or walls. It is unlawful to erect, maintain, suffer or permit any opaque or solid privacy fence or wall. Notwithstanding this prohibition, solid fences and walls are allowed on any lot that is less than two (2) acres in size.

(d) Fence not to be located in public right-of-way, easements or set back areas. No fence shall be erected within, on, or across any public right-of-way, drainage easement, set back area, or vision or visibility triangle unless otherwise authorized in writing by the town administrator or his designee. Property owners that allow a fence to be constructed in a utility easement on their property do so at their own risk. Unless the terms of a specific easement state otherwise, fences constructed within utility easements may be removed by a utility company with rights to the easement and such utility company shall not be responsible for replacement of the fence or liable for damage to the fence that occurred during its removal.

(e) Fence not to create a traffic hazard. It is unlawful to erect, maintain, suffer or permit any fence on any corner lot in such a manner as to create a traffic hazard or restrict visibility. Failure of the owner, agent or occupant to remove such obstruction within the specified time limit required on the receipt of town notice to do so is a violation of this article.

(f) Maintenance of fences. All fences shall be maintained reasonably plumb and structurally sound. Each structural and decorative member of a fence shall be free of deterioration and be compatible in size, material and appearance with the remainder of the fence.

- i. A fence that has deteriorated to a condition that it is likely to fall shall be repaired or replaced.
- ii. Fences shall not be externally braced in lieu of replacing or repairing posts, columns or other structural members.

- iii. After receiving notice from the town, the owner, agent or occupant of the property shall replace broken, damaged, removed or missing parts of a fence with the same material, or material with comparable composition, size, shape, color and quality of the original fence to which the repair is being made. The notice shall include a deadline by which the repairs are to be completed. The town administrator or his designee may, upon written notice from the owner, agent or occupant of the property that unusual circumstances prevent the timely repair of a fence, extend the replacement time as required, but shall not extend the replacement time longer than reasonably necessary.

§ 3.10.004. Fences in residential areas.

- (a) Allowed fence materials. Fences may be constructed of wood, pipe and cable, decorative metal, or wrought iron, and shall not be constructed of or include prohibited fence materials. Other materials traditionally used in private fence construction proven to be sturdy, durable, and relatively maintenance-free may be allowed only upon express written approval by the town administrator. All fence material colors shall be white, black, brown, natural, earthtone, or dark green.
- (b) Prohibited fence materials. Fences shall not be constructed using the following materials:
 - i. Chain link;
 - ii. Sheet, roll, or corrugated metal;
 - iii. Cast off, secondhand, or other items not originally intended to be used for constructing or maintaining a fence;
 - iv. Razor wire;
 - v. Slatted materials used to create increased opacity; or
 - vi. Above-ground electrical fencing, hog wire, chicken wire, barbed wire, except for containment of animals. Note: Underground “virtual fencing” is allowed.
- (c) Location. No residential fence shall be closer than fifteen feet (15') to a public street except in cases where the side or rear building line of the yards on continuous corner lots adjoin (*i.e.*, the side yard lot is not a key corner lot as defined in the town zoning ordinance), the fence may be constructed out to the property line of said side yard such that the street side yard may be included as part of the lot's back yard area.

- (d) Gates. Gates designed for vehicular access shall be set back from the property line a minimum of twenty-four feet (24').
- (e) Swimming pools. Fences around swimming pools shall be constructed and maintained in conformance with this article and with the town code of ordinances.
- (f) Sight visibility. All fences and walls shall conform to the town's standards for sight visibility.
- (g) Private sport courts. Fences designed to enclose private sport courts shall meet the following requirements:
 - i. The fence shall not exceed twelve feet (12') in height when measured from the natural grade;
 - ii. The fence shall be either a dark or earthtone color with matching colored fittings and posts; and
 - iii. The fence shall not exceed fifty percent (50%) opacity, with the exception of wind screening materials. Stockade and wood fencing materials are prohibited.
- (h) Decorative fencing required by Chapter 18 of the town zoning ordinance shall meet the following minimum criteria:
 - i. The fence shall be an open fence constructed with openings between the materials used for construction whereby the openings represent a minimum of seventy-five percent (75%) of the total front surface of the fence. (See illustration below)

Front Face Surface

*Front Face
Surface –
Minimum 75%
Open Space*



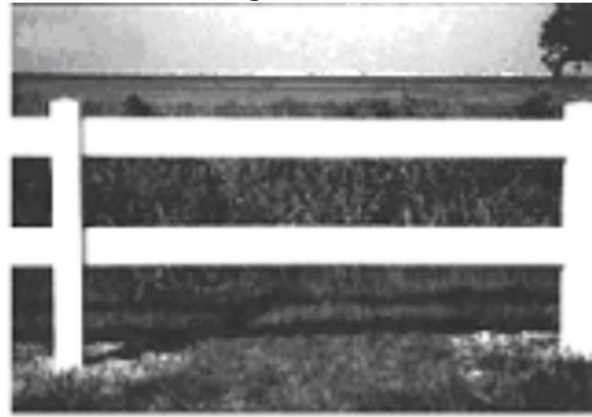
ii. Decorative fences shall be designed so as to:

1. Contribute to the identification and beauty of the principal use;
2. Serve as a landscape element and is not erected to satisfy any other provision of the town zoning ordinance;
3. Not exceed thirty-six inches (36") in height as measured from the finished grade to the top of the fence;
4. Is not located nearer than ten feet (10') to any property line adjacent to a public right-of-way; and
5. Be of a split rail or post and rail fence design that is constructed of allowed fence materials as set forth in this article. (See illustrations below)

Examples of Acceptable Decorative Fence Designs



*Post and Rail Fence
(Split Rail Design)*



*Post and Rail Fence
(Board Fence Design)*

§ 3.10.005. Fences in non-residential areas.

- (a) In non-residential zoning districts, the term "screen" or "screening" requirements as used in the town zoning ordinance shall apply in the case of any conflict between such zoning ordinance provision and the provisions of this article.
- (b) In non-residential zoning districts, no fence or wall shall be erected in any front yard or side yard which is adjacent to a public street unless the fence or wall is required by the town's zoning ordinance to screen the development from an adjacent residential area (particularly if the residence has, or could have, a back yard fence that would be exposed to view from the street if the required screening wall were not extended out to the street right-of-way line), or if a decorative fence is used as a

landscaping element in the street yard as required by Chapter 18 of the town zoning ordinance. In such case, the screening fence or wall shall be extended out to the street right-of-way line by the developer of the non-residential development, and the fence or wall shall be finished on both sides in a manner and color that is compatible to the exterior finish materials used on the main buildings. Fences and walls shall be placed such that they do not impede visibility for vehicles entering or exiting the non-residential development in accordance with the sight visibility requirements in Chapter 25 of the town zoning ordinance.

- (c) Plans and specifications for fences around ground-mounted utility structures (*e.g.*, transformers, natural gas regulating stations, etc.) shall be approved in writing by the affected utility company, and shall be submitted, along with an approval letter from the utility company, to the town administrator with a fence permit application for review and approval prior to construction of said fence.

§ 3.10.006. Nonconforming fences and walls.

A lawful fence structure in existence on the effective date of the ordinance from which this article derived may be continued, although such fence structure does not conform to the provisions of this article; provided however, the right for said nonconforming fence structure to persist shall be subject to the following regulations:

- (a) Normal repairs and maintenance may be made to a nonconforming fence structure; provided those repairs do not exceed fifty percent (50%) of the total length of the fence.
- (b) Unless otherwise provided by law, a nonconforming fence shall not be added to or lengthened in any manner unless such additions are made to conform to the requirements of this article.
- (c) A nonconforming fence shall not be moved in whole or in part unless every portion of such fence is made to conform to the requirements of this article.
- (d) If a nonconforming fence is damaged, destroyed or in disrepair to an extent greater than fifty percent (50%) of the total length of the fence, such fence shall be replaced and must conform to the requirements of this article.

§ 3.10.007. Variances.

Appeals to the conditions of this article shall be heard by the town Board of Adjustment. The Board of Adjustment shall have the authority to authorize such variances from the terms of this article. In order to approve a variance, the Board of Adjustment shall determine that the requested variance meets three (3) of the following four (4) criteria:

- (a) The proposed fence or wall will not adversely impact the adjacent property (visibility, size and the like);
- (b) The proposed fence or wall is of a unique design or configuration or serves a unique function;
- (c) The variance is needed due to restricted area, shape, topography, physical features, or conditions that are unique to the property on which the proposed fence or wall would be constructed; or
- (d) The variance will substantially improve the health, safety, or welfare of the public and does not violate the spirit of this article.

§3.10.008. Offenses; penalties.

- (a) Any person violating any of the provisions of this article shall be deemed guilty of a class C misdemeanor and, upon conviction, shall be fined, except as otherwise provided herein, in a sum not to exceed five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.
- (b) If the town council determines that a violation of this article creates a threat to public safety, the town may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity. The town is not required to give bond as a condition to the issuance of injunctive relief."

SECTION 4.
AMENDMENTS TO TOWN ZONING ORDINANCE

From and after the effective date of this Ordinance, the Code of Ordinances of the Town of Bartonville, Texas, shall be and the same is hereby amended by amending Chapter 14, Exhibit "A," the Zoning Ordinance, Chapters 3, 5, 6, 7, 8, 9, 11, 12, 13, 14A, 16 and 18, in Subsections

3.2.I.29; 5.4.G.6; 6.4.F.3; 6.4.F.6; 7.4.F.3; 8.4.G.3; 9.4.F.4; 11.4.E; 12.4.E; 13.4.E; 14A.4.I; 16.8.B.7.b; 18.5.F; and 18.6.J.2.c, which shall each read as follows:

“§ 3.2.I.29: A general arrangement of land uses, buildings and other structures, including but not limited to:”

* * *

“§ 5.4.G.6: Fences shall conform to the requirements set forth in town code Chapter 3, article 3.10.”

* * *

“§ 6.4.F.3: Fences shall conform to the requirements set forth in town code Chapter 3, article 3.10.”

* * *

“§ 6.4.F.6: Fences shall conform to the requirements set forth in town code Chapter 3, article 3.10.”

* * *

“§ 7.4.F.3: Fences shall conform to the requirements set forth in town code Chapter 3, article 3.10.”

* * *

“§ 8.4.G.3: Fences shall conform to the requirements set forth in town code Chapter 3, article 3.10.”

* * *

“§ 9.4.F.4: Fences shall conform to the requirements set forth in town code Chapter 3, article 3.10.”

* * *

“§ 11.4.E: Screening Requirements – See town code Chapter 3, article 3.10.”

* * *

“§ 12.4.E: Screening Requirements – See town code Chapter 3, article 3.10.”

* * *

“§ 13.4.E: Screening Requirements – See town code Chapter 3, article 3.10.”

* * *

“§ 14A.4.I: Screening Requirements – See town code Chapter 3, article 3.10.”

* * *

“§ 16.8.B.7.b: Landscaping of yards and setback areas and proposed changes.”

* * *

“§ 18.5.F: Decorative fencing required pursuant to this Chapter 18 shall meet the requirements of town code Chapter 3, article 3.10.”

* * *

“§ 18.6.J.2.c: Perimeter landscaping shall include the installation of a Decorative Fence meeting the standards specified in town code Chapter 3, article 3.10.”

* * *

SECTION 5. AMENDMENTS TO VARIOUS TOWN CODE CHAPTERS

From and after the effective date of this Ordinance, the Code of Ordinances of the Town of Bartonville, Texas, shall be and the same is hereby amended by amending Chapter 8, and Appendix A, in Subsections 8.03.67(a)(2)(C), and A4.004(9), respectively, which shall each read as follows:

“§ 8.03.67(a)(2)(C): Screened from ordinary public view by appropriate means, including a fence constructed in accordance with town code Chapter 3, article 3.10, or rapidly growing trees, or shrubbery.”

* * *

“§ A4.004(9): Fence: \$75.00”

SECTION 6. SEVERABILITY

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

SECTION 7. SAVINGS

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

SECTION 8. ENGROSS AND ENROLL

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

SECTION 9. PUBLICATION

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

SECTION 10. PENALTY

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Bartonville, Texas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 11.
NO VESTED RIGHTS**

No person or entity shall acquire any vested rights in this Ordinance or any specific regulations contained herein. This Ordinance and any regulations may be amended or repealed by the Town Council of the Town of Bartonville, Texas, in the manner provided by law.

**SECTION 12.
EFFECTIVE DATE**

This Ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law in such cases provide.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this the 21st day of November 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary

Denton Record-Chronicle
3555 Duchess Drive
(940) 387-7755

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

PUBLICATION DATES:
Oct. 14, 2023

Notice ID: vLGGaAdrGgOM0dPS0P2I
Notice Name: PZ PH Notice for 10142023 publication

PUBLICATION FEE: \$67.04

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

Stefan Pla

Agent

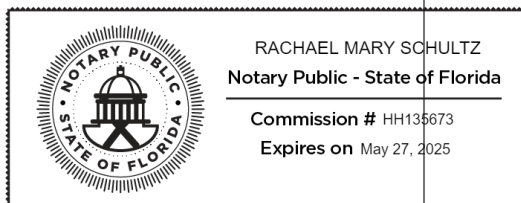
VERIFICATION

State of Florida
County of Charlotte

Signed or attested before me on this: 10/16/2023

Rachael Mary Schultz

Notary Public
Notarized online using audio-video communication



**TOWN OF BARTONVILLE
PUBLIC NOTICE**

The Planning and Zoning Commission for the Town of Bartonville, Texas will conduct a Public Hearing at 7:00pm on November 1, 2023, at Bartonville Town Hall, 1941 E Jeter Road, Bartonville, Texas, to hear public comment and consider recommendations to the Town Council regarding:

- an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to change the zoning designation from Agriculture (A) to Residential Estates 5 (RE-5) on a 101.467-acre tract or parcel of land identified as A0230A COOK, TR 8, 60.0 ACRES, OLD DCAD TR #4; A1594A A.M. FELTUS, TR 3, 10.0 ACRES, OLD DCAD TR #1; A1594A A.M. FELTUS, TR 2, 30.0 ACRES, OLD DCAD TR #1A; and A1594A A.M. FELTUS, TR 1, 78.763 ACRES, OLD DCAD TR #2, in the Town of Bartonville, Denton County, Texas. The subject property is located on the north side of E Jeter Road, approximately 2,185 feet east of the intersection of E Jeter Road and Country Court in Bartonville, Texas. The property address is 799 E Jeter Road. The applicant is Mycoskie & Associates, Inc, representing Knight Development Group, LLC. The Town of Bartonville file number for this application is ZC-2023-003; and
- an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," the Zoning Ordinance, by deleting Chapter 20, "Fencing, Walls and Screening Requirements," and by amending Chapter 3, "Building Regulations" by adding Article 3.10, "Fences and Walls"; amending other Zoning Ordinance and Town Code Provisions accordingly. All interested parties are encouraged to attend.

dic 10/14/2023



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

FROM: Ed Voss, Town Attorney

AGENDA ITEM: Discuss and consider a Resolution finding that CoServ Gas, LTD's Statement of Intent to increase rates within the Town should be denied; finding that the Town's reasonable rate case expenses shall be reimbursed by the Company; and providing an effective date.

STAFF REPORT REGARDING DENIAL OF COSERV GAS, LTD.'S REQUESTED RATE CHANGE

On July 28, 2023, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Subchapter C of Chapter 104 of the Gas Utility Regulatory Act, filed its Statement of Intent to change gas rates at the Railroad Commission of Texas ("RRC") and in all municipalities exercising original jurisdiction within its service area.

The Steering Committee of Cities Served by CoServ Gas, Ltd. ("CoServ Gas Cities") engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Settlement discussions are ongoing, but no agreement has been met. Accordingly, CoServ Gas Cities' attorneys recommend that all member cities adopt the Resolution denying the rate change. Once the Resolution is adopted, CoServ will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with CoServ's filing.

All municipalities with original jurisdiction will need to adopt the denial resolution no later than December 7.

Purpose of the Resolution:

The purpose of the Resolution is to deny the rate increase proposed by CoServ.

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.
3. The Company will reimburse municipalities for their reasonable rate case expenses. Legal counsel and consultants, approved by the municipalities, will submit monthly invoices that will be forwarded to CoServ for reimbursement.
4. This section merely recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides CoServ and counsel for CoServ Gas Cities will be notified of the Town's action by sending a copy of the approved and signed resolution to counsel.
6. This section provides for the Resolution to be effective immediately.

**TOWN OF BARTONVILLE, TEXAS
RESOLUTION NO. 2023-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, FINDING THAT COSERV GAS, LTD.'S STATEMENT OF INTENT TO INCREASE RATES WITHIN THE TOWN SHOULD BE DENIED; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND THE CITY'S LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bartonville, Texas ("Town"), is a gas utility customer of CoServ Gas, Ltd. ("CoServ" or "Company") and is a regulatory authority under the Gas Utility Regulatory Act ("GURA") with exclusive original jurisdiction over CoServ's rates, operations, and services within the Town; and

WHEREAS, the Town cooperated with a coalition of similarly situated cities served by the Company that have joined together to facilitate the review and response to natural gas issues affecting the rates charged in CoServ's service area ("CoServ Gas Cities" or "Steering Committee of Cities Served by CoServ Gas, Ltd."); and

WHEREAS, on or about July 28, 2023, CoServ filed with the Town a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$10.3 million annually in incorporated areas; and

WHEREAS, the Town passed Resolution No. 2023-15 to suspend the effective date of CoServ's requested rate increase for 90 days, the maximum period allowed by law; and

WHEREAS, CoServ Gas Cities hired and directed legal counsel and consultants to prepare a collective response to the Company's requested increase, which resulted in a conclusion that CoServ's proposed rates are not reasonable; and

WHEREAS, CoServ Gas Cities' attorneys recommend that members deny the requested increase; and

WHEREAS, GURA § 103.022 provides that costs incurred by CoServ Gas Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Section 1. The rates proposed by CoServ to be recovered through its gas rates charged to customers located within the Town limits, are hereby found to be unreasonable and shall be denied.

Section 2. The Company shall continue to charge its existing rates to customers within the Town.

Section 3. The Town's reasonable rate case expenses shall be reimbursed in full by CoServ.

Section 4. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. A copy of this Resolution shall be sent to CoServ, care of Charles Harrell, CoServ Gas, Ltd., 7701 South Stemmons Freeway, Corinth, Texas 76210 (Charrell@coserv.com); and to Thomas Brocato, counsel for CoServ Gas Cities, Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

Section 6. This resolution shall be effective immediately upon its adoption and passage.

PASSED AND APPROVED this 21st day of November 2023.

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, City Secretary

APPROVED AS TO FORM:

Edwin P. Voss, Jr., Town Attorney



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider a Resolution amending the Personnel and Administrative Regulations Manual (PARM), Chapter 5, "Leave" by removing Subsection 5.01 E, Holiday Pay accumulation; approving the payout of Holiday Pay accumulation; and providing an effective date.

SUMMARY:

The current policy allows employees to bank up to 88 Holiday Hours, thus creating a liability for the Town to carry. With the small number of employees, it is difficult for employees to use their vacation time without having the burden to use Holiday time as well. The current policy also makes it difficult to complete the payroll process when a Holiday occurs.

Staff proposes removing the accumulation of Holiday Pay and paying Staff for the Holiday during the pay period that covers the Holiday.

Benefits to removing the accumulation of Holiday Pay includes:

- Every employee will receive Holiday Pay at the Holiday,
- Eliminates liability of having Holiday time banked, and
- The payroll process will be easier to calculate and complete.

FISCAL INFORMATION:

Current Holiday Pay Liability is \$7,225.34.

RECOMMENDED MOTION OR ACTION:

Staff recommends approving the Resolution amending the Personnel and Administrative Regulations Manual (PARM), Chapter 5, "Leave" by removing Subsection 5.01 E, holiday accumulation, and approve the payout of accumulated Holiday Pay, effective Sunday, November 19, 2023, the start of the current pay period.

ATTACHMENTS:

- Resolution approving PARM changes
- PARM Chapter 5, Section 5.01 with the removal of Subsection E

TOWN OF BARTONVILLE PERSONNEL REGULATIONS

Chapter 5. Leave

1.01 Holidays

- A. Paid holidays are extended to full time employees
- B. The following official holidays shall be observed:
 - 1. New Years Day January 1
 - 2. Martin Luther King, Jr. Day
 - 3. Presidents Day
 - 4. Good Friday
 - 5. Memorial Day (last Monday in May)
 - 6. Independence Day (July 4th)
 - 7. Labor Day (first Monday in September)
 - 8. Columbus Day (second Monday in October)
 - 9. Veterans Day
 - 10. Thanksgiving Day (fourth Thursday in November)
 - 11. Day after Thanksgiving (Friday after Thanksgiving)
 - 12. Christmas Eve (December 24th)
 - 13. Christmas Day (December 25th)
- C. When an official holiday occurs on a weekend, the following alternative schedule applies:
 - a. A holiday which occurs on a Saturday shall be taken on the Friday before the Holiday; and
 - b. A holiday which occurs on a Sunday shall be taken on the Monday after the holiday.
- D. An employee shall receive holiday pay equivalent to a standard eight (8) hour work day.
- ~~E. Holidays may not be accumulated beyond eighty-eight (88) hours.~~
- F. An employee, who abandons his/her job as defined in Section 6.04.C, shall be ineligible for payment of accumulated holiday leave.
- G. An employee shall not receive pay for a holiday if he/she is:
 - a. Absent without prior approval either the day before or the day following an official holiday.
- H. An official holiday occurring while any eligible leave is being taken shall be reflected as a holiday for payroll purposes and no deduction from such leave balance shall be made for the holiday.
- I. Employees wishing to observe religious or other holidays not listed herein shall at their option be given time off without pay or have the time changed to vacation, compensatory, holiday leave, if available.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS, AMENDING THE PERSONNEL AND ADMINISTRATIVE REGULATIONS MANUAL (PARM), CHAPTER 5, "LEAVE" BY REMOVING SUBSECTION 5.01(E), HOLIDAY PAY ACCUMULATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the town of Bartonville desires to adopt certain policies regulating personnel and administrative regulations; and

WHEREAS, the Town Council of the Town of Bartonville, by Resolution 2015-07, adopted the Personnel and Administrative Regulations Manual for the Town of Bartonville; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to adopt the amendment to Chapter 5, Leave, Section 5.01.

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

SECTION 1

The foregoing recital is hereby found to be true and correct legislative findings of the Town of Bartonville, Texas, and are fully incorporated into the body of the Resolution.

SECTION 2

The Town Council of the Town of Bartonville, Texas does amend Chapter 5, Leave, Section 5.01 of the Personnel and Administrative Regulations Manual for the Town of Bartonville, by removing Subsection (E), and re-lettering the remaining subsections accordingly.

SECTION 3

A new Chapter 5, Leave, Section 5.01 is attached hereto and incorporated herein as Exhibit "A" and incorporated by reference and its terms and conditions are authorized effected immediately upon adoption by the Town Council of the Town of Bartonville.

PASSED AND APPROVED this the 21st day of November 2023.

APPROVED:

ATTEST:

Jaclyn Carrington, Mayor

Shannon Montgomery, TRMC, Town Secretary

Exhibit A**Chapter 5. Leave****5.01 Holidays**

- A. Paid holidays are extended to full time employees
- B. The following official holidays shall be observed:
 - 1. New Years Day January 1
 - 2. Martin Luther King, Jr. Day
 - 3. Presidents Day
 - 4. Good Friday
 - 5. Memorial Day (last Monday in May)
 - 6. Independence Day (July 4th)
 - 7. Labor Day (first Monday in September)
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- C. When an official holiday occurs on a weekend, the following alternative schedule applies:
 - a. A holiday which occurs on a Saturday shall be taken on the Friday before the Holiday; and
 - b. A holiday which occurs on a Sunday shall be taken on the Monday after the holiday.
- D. An employee shall receive holiday pay equivalent to a standard eight (8) hour workday.
- E. An employee who abandons his/her job as defined in Section 6.04.C, shall be ineligible for payment of accumulated holiday leave.
- F. An employee shall not receive pay for a holiday if he/she is:
 - a. Absent without prior approval either the day before or the day following an official holiday.
- G. An official holiday occurring while any eligible leave is being taken shall be reflected as a holiday for payroll purposes and no deduction from such leave balance shall be made for the holiday.
- H. Employees wishing to observe religious or other holidays not listed herein shall at their option be given time off without pay or have the time changed to vacation, compensatory, holiday leave, if available.



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

FROM: Wendell Mitchell, Interim Chief of Police

AGENDA ITEM: Discuss and consider an Agreement with Flock Safety for Public Safety hardware and software equipment in an amount not to exceed \$50,000 annually; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

This technology License Plate Recognition (LPR) has proven to be a valuable investigative tool. It will assist us in maintaining the high level of service the Town is committed to providing for our citizens, improving our residents' quality of life. However, beginning next year, in January 2024, Flock has proposed an annual price increase of \$500 per camera. I recommend the Town move forward with this agreement to secure our current yearly pricing for the next five (5) years for our existing installed equipment.

FISCAL INFORMATION:

Budgeted: YES Amount: \$50000.00

The agreement is \$250,000 over five (5) years, of which the Town will receive a credit for the first year since the Town previously authorized six (6) of the Flock LPR cameras last month as part of a grant.

RECOMMENDED MOTION OR ACTION:

I recommend the Town move forward with this agreement to secure our current yearly pricing for the next five (5) years for our existing installed Flock LPR cameras and equipment.

ATTACHMENTS:

- Five-Year Professional Services Agreement with Flock Group, Inc.

Flock Safety + TX - Town of Bartonville

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Libby Landers
libby.landiers@flocksafety.com
404-777-4113

Company Overview

Item F5.

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> • Vehicle make • Body type • Color • License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition • Decals • Bumper stickers • Back racks • Top racks
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i></p>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)		Item F5.
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.	
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.	
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.	
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.	
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.	

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

Your Flock Safety Team

Item F5.

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



EXHIBIT A ORDER FORM

Customer: TX - Town of Bartonville
 Legal Entity Name: TX - Town of Bartonville
 Accounts Payable Email: cscudder@townofbartonville.com
 Address: 1941 Jeter Rd E Bartonville, Texas 76226

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$50,000.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon [®]	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$50,000.00
Annual Recurring Subtotal:	\$50,000.00
Discounts:	\$50,000.00
Estimated Tax:	\$0.00
Contract Total:	\$250,000.00

Billing Schedule

Item F5.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$50,000.00
Annual Recurring after Year 1	\$50,000.00
Contract Total	\$250,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$50,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

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Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

Item F5.

FLOCK GROUP, INC.

Customer: TX - Town of Bartonville

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 27 day of September 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

Item F5.

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

Item F5.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

Item F5.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Item F5.

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Item F5.



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

FROM: Wendell Mitchell, Interim Chief of Police

AGENDA ITEM: Discuss and consider a TX Share Master Interlocal Purchasing Agreement with North Central Texas Council of Governments; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The TXShare Cooperative Purchasing Program is the outcome of municipal governments partnering to identify the everyday needs of public entities. Leveraging this partnership, the Town of Bartonville can save time with locating and vetting needed services and financial savings with competitive contract pricing.

FISCAL INFORMATION:

There is no cost to participate.

RECOMMENDED MOTION OR ACTION:

I recommend the Town move forward with this agreement to participate in the TX Share Master Interlocal Purchasing Agreement offered through the North Central Texas Council of Government.

ATTACHMENTS:

- TX Share Master Interlocal Purchasing Agreement

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT (“ILA”). made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at _____.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on _____ (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services (“Products” or “Services”) through the **TXShare** Program. Participants will access the Program through **www.TXShare.org**. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant’s solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant for purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of property documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability in the Participant for any goods or services Participant purchase through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

TXShare

Your Public Sector Solutions Center

FOR NCTCOG U Item F6.

ILA No: _____

- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation to solely pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments

TXShare

616 Six Flags Drive, Arlington, TX 76011

Name of Participating Agency

NCTCOG Executive Director or Designee

Mailing Address

Signature of Executive Director or Designee

City State Zip

Date

Name and Title of Authorized Official or Designee

Signature

Date



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider utilizing Court Technology Restricted Funds for the purchase of a court laptop and related equipment in an amount not to exceed \$3100.

SUMMARY:

The Court Clerk needs a new computer and Council approval is needed to use the Court Technology Restricted Funds. Staff would like to use the Court Technology Restricted Funds to purchase a new laptop setup for the Court Clerk.

Utilizing a laptop setup, the Court Clerk will be able to use her laptop during Court, travel while attending training seminars, and have in case of inclement weather.

FISCAL INFORMATION:

Current balance of Account 220-1000 Consolidate Cash Equity – Court Technology:	\$26,914.37
Proposed Laptop Configuration	<u>\$3,089.99</u>
Remaining Balance:	\$23,824.38

RECOMMENDED MOTION OR ACTION:

Staff recommends approval of utilizing Court Technology Restricted Funds for the purchase of a court laptop and related equipment in an amount not to exceed \$3100.

ATTACHMENTS:

None.



TOWN COUNCIL COMMUNICATION

DATE November 21, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider rescheduling the February 20, 2024, Council Meeting to February 13, 2024, due to March 5, 2024, Primary Early Voting.

SUMMARY:

Denton County Elections has requested to use Town Hall as a March Primary Polling Location.

Early Voting begins Tuesday, February 20, 2024. Council will not be able to conduct a meeting in the Council Chambers once election equipment is set up.

Staff proposes moving the February 2024 Meeting to Tuesday, February 13, 2024, to use the Council Chambers and recording equipment.

Moving the meeting will make February 13, 2024, a Special Council Meeting, requiring the Mayor and four Council Members to be in attendance.

If Council decides not to move the meeting date, we either need to find a secondary location or not allow Early Voting in the Council Chambers.

RECOMMENDED MOTION OR ACTION:

Staff recommends rescheduling the February 20, 2024, Council Meeting to February 13, 2024.

ATTACHMENTS:

None.