



# TOWN COUNCIL WORKSHOP AND REGULAR MEETING AGENDA

September 19, 2023 at 6:00 PM

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

## A. CALL WORKSHOP TO ORDER

1. Discussion of Proposed Budget for Fiscal Year 2023-2024 and all things related thereto.
2. Receive update of proposed amendments to the Town of Bartonville Fence Ordinance.
3. Receive update of proposed amendments to the Town of Bartonville Shot Clock Ordinance.

## B. ADJOURN WORKSHOP

## C. CALL REGULAR SESSION TO ORDER IMMEDIATELY FOLLOWING WORKSHOP

## D. PLEDGE OF ALLEGIANCE

## E. PUBLIC PARTICIPATION

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

## F. APPOINTED REPRESENTATIVE/LIAISON REPORTS

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

## G. 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 5, 2023 Workshop and Special Meeting Minutes.
2. Consider approval of a contractor services agreement with Steve Koehler for Building Inspection Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.
3. Consider approval of a contractor services agreement with Ryan Wells for Planning Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

## **H. PUBLIC HEARINGS**

- 1.** Public Hearing on the proposed tax rate of \$0.173646 per \$100 assessed valuation for Fiscal Year October 1, 2023 through September 30, 2023.

## **I. REGULAR ITEMS**

- 1.** Discuss and consider approval of an ordinance approving and adopting the budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024.
- 2.** Discuss and consider approval of an ordinance ratifying Ad Valorem property tax revenue reflected in the adopted Fiscal Year October 1, 2023 to September 30, 2023 Annual Budget.
- 3.** Discuss and consider the approval of a Resolution providing the Town's consent to the creation of the Furst Ranch Municipal Utility District No. 1 of Denton County.
- 4.** Discuss and consider approval of Resolutions appointing members to the Board of Adjustment, Planning & Zoning Commission, Bartonville Community Development Corporation, and the Crime Control and Prevention District.
- 5.** Discuss and consider approval of a Local Agreement between the Town of Bartonville and the Denton County District Attorney's Office in regard to distribution of contraband seized and forfeited under Chapter 59 and Article 18.18 of the Texas Code of Criminal Procedure; and authorize the Mayor and Town Administrator to execute agreement on behalf of the Town.
- 6.** Discuss and consider approval of an agreement between the Town of Bartonville and NewQuest granting FLOCK Safety permission to install license plate reader cameras on the NewQuest property located in the Lantana Town Center; and authorize the Town Administrator to execute agreement on behalf of the Town.
- 7.** Discuss and consider approval of an agreement between the Town of Bartonville and Kroger granting FLOCK Safety permission to install license plate reader cameras on the Kroger property located in the Lantana Town Center; and authorize the Town Administrator to execute agreement on behalf of the Town.

## **J. CONVENE INTO 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 551.074 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.

## **K. RECONVENE INTO REGULAR SESSION**

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

## **L. FUTURE ITEMS**

## **M. ADJOURNMENT**

## **CERTIFICATION**

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

/s/ Shannon Montgomery, Town Secretary

Posted: Friday, September 15, 2023 prior to 7:00pm.

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

*Agenda Removed from Town of Bartonville Bulletin Board on: \_\_\_\_\_*

*By: \_\_\_\_\_, Title: \_\_\_\_\_*



# TOWN COUNCIL COMMUNICATION

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**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

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

**SUMMARY:**

Town Council held a Budget Workshops on July 25, 2023, August 15, 2023, and September 5, 2023, to discuss priorities for the upcoming 2023-24 Fiscal Year Budget.

This updated **DRAFT** Budget includes the funding from Town Council priorities discussed during those workshops.

Additionally, there is funding to hire a new Police Chief, and proposed increased salaries for police officers due to new information received.

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

**ATTACHMENTS:**

- **DRAFT** Budget

Town of Bartonville  
**GENERAL FUND**

Item A1.

	FY 2022	FY 2023	FY 2024
	Budget	Adopted Budget	Proposed Budget
<b>BEGINNING FUND BALANCE</b>		<b>1,571,799</b>	<b>362,322</b>
<b>TRANSFER FROM FUND BALANCE</b>			
Transfer to Reserve Fund	-	282,596	-
Transfer to Street Improvement Fund	-	1,000,000	-
<b>REVISED FUND BALANCE</b>		<b>289,203</b>	<b>362,322</b>
<b>REVENUES</b>			
Property Taxes	825,238	943,000	1,050,000
Sales & Beverage Tax	715,000	759,800	785,000
Franchise Fees	161,000	157,500	200,000
Permit & Development Fees	279,400	162,900	180,000
Municipal Court	52,000	60,000	85,000
Other/Transfer	19,000	64,000	169,300
<b>TOTAL REVENUE</b>	<b>2,051,638</b>	<b>2,147,200</b>	<b>2,469,300</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATION</b>			
Salaries & Wages	319,400	421,410	430,393
Medical Benefits	38,864	74,974	76,276
Advertisements & Notices	4,000	4,500	4,500
Appraisal & Tax Collection Services	9,000	9,000	9,000
Contracted Services	380,250	307,310	344,610
Audit & Accounting Services	6,000	15,000	22,500
Fees & Service Charges	670	1,170	1,170
Banners & Signs	10,000	10,000	10,000
Clean Up Day	10,000	7,000	9,000
Computer Hardware & Software	29,000	30,000	46,430
Supplies/Postage/Printing	15,830	13,500	13,500
Copier Lease/Supplies/Maintenance	5,000	5,000	7,500
Dues & Memberships	4,000	4,000	5,000
Election Expense	12,500	12,500	14,000
Insurance - Property & Liability	4,750	5,872	7,500
Repairs & Maintenance	23,000	27,000	41,000
Public Transportation	1,180	1,180	1,180
Publications/Subscriptions	1,000	1,500	1,500
Records Management	3,500	6,000	6,000
Town Meetings/Events	1,800	6,000	21,000
Travel & Training	6,000	6,000	8,000
Utilities	17,500	17,500	17,500
Waste Water	-	36,300	36,300
Capital Improvements	150,000	-	50,000
<b>ADMIN EXPENSES</b>	<b>903,244</b>	<b>1,022,716</b>	<b>1,183,859</b>

Town of Bartonville  
**GENERAL FUND**

Item A1.

	FY 2022 Budget	FY 2023 Adopted Budget	FY 2024 Proposed Budget
<b>POLICE DEPARTMENT</b>			
Salaries & Wages	482,282	595,835	670,027
Medical Benefits	68,000	97,113	100,415
Vehicle Maintenance	8,000	8,000	12,000
Operations & Supplies	15,900	20,000	20,000
Computer Software & Maintenance	51,800	20,000	29,631
Contracts	6,025	7,500	8,000
Dues & Memberships	1,000	1,000	1,000
Fuel & Lubricants	12,000	15,000	22,000
Insurance	28,172	32,917	32,917
Travel & Training	2,000	3,000	3,500
Uniforms	3,500	4,000	4,000
<b>POLICE EXPENSES</b>	<b>678,679</b>	<b>804,365</b>	<b>903,490</b>
<b>MUNICIPAL COURT</b>			
Municipal Court Expenses	6,600	5,400	6,600
<b>TOTAL EXPENDITURES</b>	<b>1,588,523</b>	<b>1,832,481</b>	<b>2,093,949</b>
<b>TRANSFERS FROM GENERAL FUND</b>			
Transfer to Street Fund	115,000	-	-
Transfer to Capital Imp Fund	25,000	10,000	10,000
Transfer to Grants (Lantana Town Center 380)	250,000	210,000	210,000
Transfer to Vehicle/Equip Replacement Fund	21,600	21,600	94,000
Transfer to Tax Note Fund	51,515	-	-
<b>TOTAL TRANSFERS</b>	<b>463,115</b>	<b>241,600</b>	<b>314,000</b>
<b>REV OVER/(UNDER) EXP &amp; TRANSFERS</b>	-	73,119	61,351
<b>ENDING FUND BALANCE</b>		<b>362,322</b>	<b>423,673</b>
<b>REVISED REV OVER/(UNDER) EXP</b>		73,119	61,351
<b>REVISED ENDING FUND BALANCE</b>		<b>362,322</b>	<b>423,673</b>

## Street Maintenance Sales Tax Restricted Fund

Fund: 170

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

Street Improvement Fund-Council Designated

Fund: 310

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

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Town of Bartonville  
Reserve Fund

Item A1.

Fund: 150

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

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Economic Development Liability  
(Lantana Town Center Grants)

Fund: 180

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

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Town of Bartonville  
**Building Maintenance Fund**

Item A1.

Fund: 300

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

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Town of Bartonville  
**Vehicle Computer Fund**

Item A1.

Fund: 301

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

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Town of Bartonville  
Tax Note Fund

Item A1.

Fund: 200

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

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Court Security Fund-Restricted

Fund: 210

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

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Court Technology Fund - Restricted

Fund: 220

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

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### Court Truancy Fund - Restricted

Fund: 230

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

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Town of Bartonville  
Community Development Corporation

Item A1.

Fund: 800

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

Crime Control Prevention District

Fund: 900

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

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# TOWN COUNCIL COMMUNICATION

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**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Town Administrator - Monthly Reports August 2023: Financial, Police, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits and Denton County Emergency Services District #1.

**SUMMARY:**

Monthly Reports August 2023.

**ATTACHMENTS:**

1. Monthly Financial Report
2. Monthly Police Report
3. Monthly Animal Control Report
4. Monthly Code Enforcement Report
5. Monthly Engineering Report
6. Monthly Municipal Court Report
7. Monthly Permits Report
8. Monthly Denton County Emergency Services District #1 Report



**DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**  
Proudly serving Argyle, Bartonville, Copper Canyon, Corral City, Lantana, Northlake

Item F1.

August 17, 2023

Honorable Mayor Carrington & Council Members,

The Board of Commissioners of Denton County Emergency Services District No. 1 wishes to extend their sincerest gratitude for your support, advocacy, and partnership since January 2023.

The financial assistance that you provided during an unprecedented time faced by the District was critical in allowing personnel to continue to provide exceptional service, professionalism, and commitment to our communities.

We are humbled by the trust that you have placed in the Commissioners to guide the fire department during this transition and are thankful for the support that you have shown our firefighters, paramedics, and emergency medical technicians.

The Board of Commissioners will remain diligent to ensure citizens continue to receive the excellent level of service that is our standard. We look forward to achieving the restoration of trust, long term success and sustainability of Denton County ESD No. 1

Sincerely,

Sheldon Gilbert  
Board President

Jim Carter  
Board Secretary

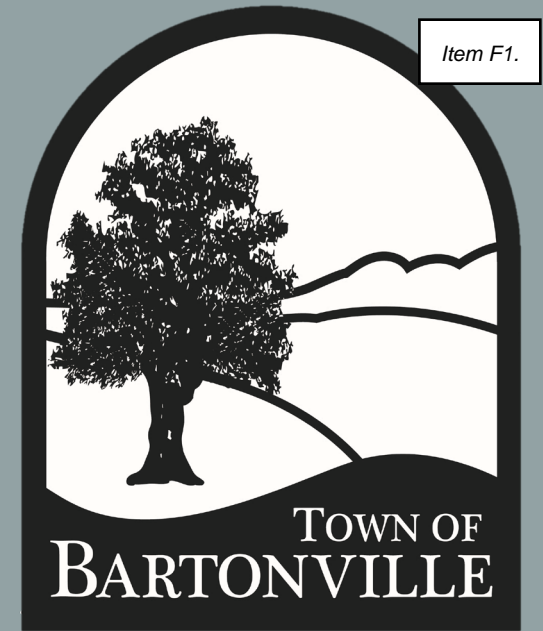
Keith Maskburn  
Board Vice President

Richard Merrill  
Board Treasurer

Cliff Travis  
Board Assistant Treasurer

# Town of Bartonville Monthly Financial Report

Month Ending  
August 30, 2023

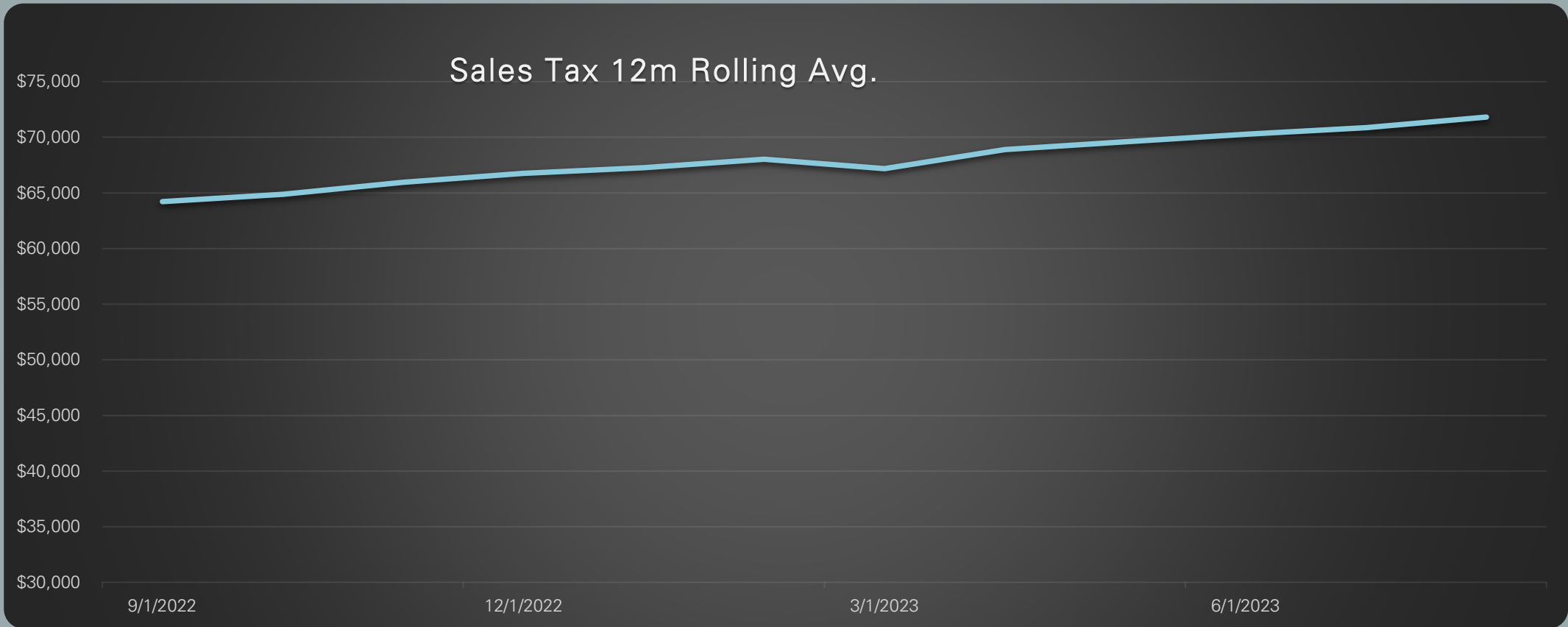


PRESENTED:  
SEPTEMBER 19, 2023

## All General Fund Revenues

	August 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	\$3,577.88	\$983,055.12	\$943,000.00	(\$40,055.12)	(4.25%)	\$817,489.38	\$810,247.20
Sales Tax	\$101,054.17	\$787,643.17	\$759,800.00	(\$27,843.17)	(3.66%)	\$696,414.78	\$779,406.91
Franchise Fees	\$21,105.55	\$236,083.59	\$157,500.00	(\$78,583.59)	(49.89%)	\$188,397.46	\$211,360.40
Other/Transfer	\$2,223.95	\$189,002.96	\$186,679.20	(\$2,323.76)	(1.24%)	\$16,917.90	\$55,392.04
Development Fees	\$0	\$105,414.24	\$30,000.00	(\$75,414.24)	(251.38%)	*	*
Permit Fees	\$22,989.90	\$189,712.04	\$132,900.00	(\$56,812.04)	(42.68%)	*	*
Municipal Court	\$17,653.03	\$93,394.31	\$60,000.00	(\$33,394.31)	(55.66%)	\$49,626.10	\$56,295.24
<b>Total Revenue</b>	<b>\$168,605.03</b>	<b>\$2,584,305.43</b>	<b>\$2,449,229.20</b>	<b>(\$135,076.23)</b>	<b>(5.52%)</b>	*	*

# Sales Tax Collections



## All General Fund Expenditures

	August 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	\$83,058.87	\$1,129,616.68	\$1,324,745.20	\$195,128.52	14.73%	*	*
Police	\$74,213.54	\$644,371.63	\$780,986.00	\$136,614.37	17.49%	\$491,358.84	\$537,727.68
Municipal Court	\$450.00	\$4,250.00	\$5,400.00	\$1,150.00	21.30%	\$5,550.00	\$6,000.00
Transfers	\$38,642.71	\$296,410.42	\$241,600.00	(\$54,810.42)	(22.69%)	\$289,994.79	\$307,035.89
<b>Total Expenses</b>	<b>\$196,365.12</b>	<b>\$2,074,648.73</b>	<b>\$2,352,731.20</b>	<b>\$278,082.47</b>	<b>11.82%</b>	*	*



# Expenditures by Department

## Administration

	August 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$45,991.85	\$404,231.66	\$502,256.00	\$98,024.34	19.52%	\$250,532.90	\$276,241.26
Other	\$11,638.09	\$132,135.28	\$192,479.20	\$60,343.92	31.35%	\$58,008.09	\$63,985.26
Contracted Service	\$21,724.65	\$354,430.76	\$368,490.00	\$14,059.24	3.82%	*	*
Fees & Service Charges	\$136.42	\$945.92	\$1,170.00	\$224.06	19.15%	\$802.27	\$1,237.84
Supplies	\$1,884.65	\$50,393.66	\$60,500.00	\$10,106.34	16.70%	\$30,620.07	\$37,727.88
Maintenance	\$1,990.23	\$37,438.80	\$37,500.00	\$61.20	0.16%	\$27,710.75	\$34,364.04
<b>Total Administration:</b>	<b>\$83,203.68</b>	<b>\$1,129,616.68</b>	<b>\$1,324,745.20</b>	<b>\$195,128.52</b>	<b>14.73%</b>	*	*

# Expenditures by Department

## Police

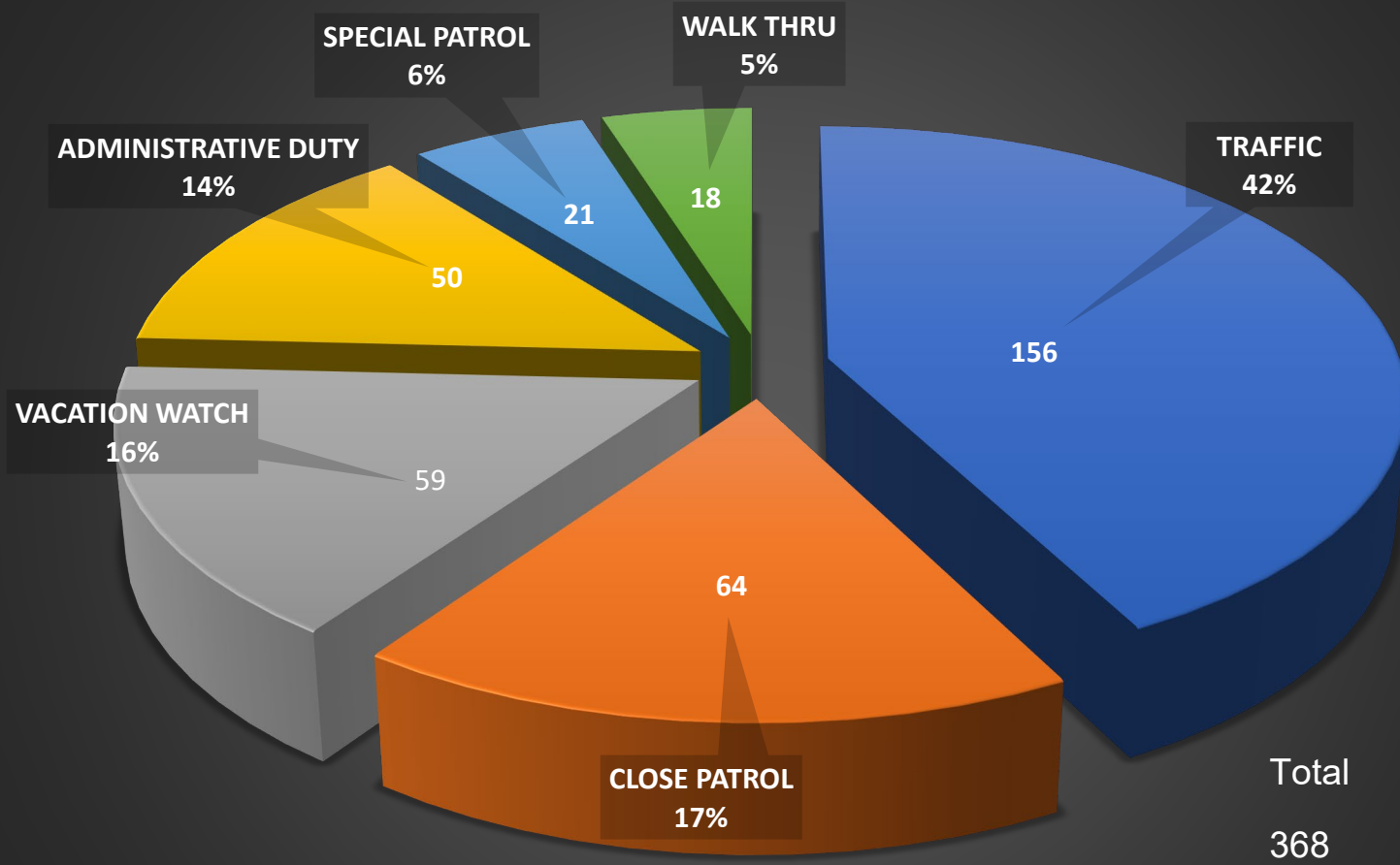
	July 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$69,041.50	\$583,802.79	\$709,486.00	\$125,683.21	17.71%	\$421,208.35	\$446,681.36
Maintenance	\$1,452.50	\$31,092.58	\$28,000.00	(\$3,092.58)	(11.04%)	\$44,726.61	\$58,407.99
Contracted Service	\$0	\$6,722.00	\$9,500.00	\$2,778.00	29.24%	\$6,320.00	\$8,082.21
Other	\$0	\$2,534.93	\$4,000.00	\$1,465.07	36.63%	\$975.65	\$1,381.40
Supplies	\$3,719.54	\$20,219.33	\$30,000.00	\$9,780.67	32.60%	\$16,631.02	\$23,174.72
<b>Total Police Department:</b>	<b>\$74,213.54</b>	<b>\$644,371.63</b>	<b>\$780,986.00</b>	<b>\$136,614.37</b>	<b>17.49%</b>	<b>\$491,358.84</b>	<b>\$537,727.68</b>

# Bartonville Police Department

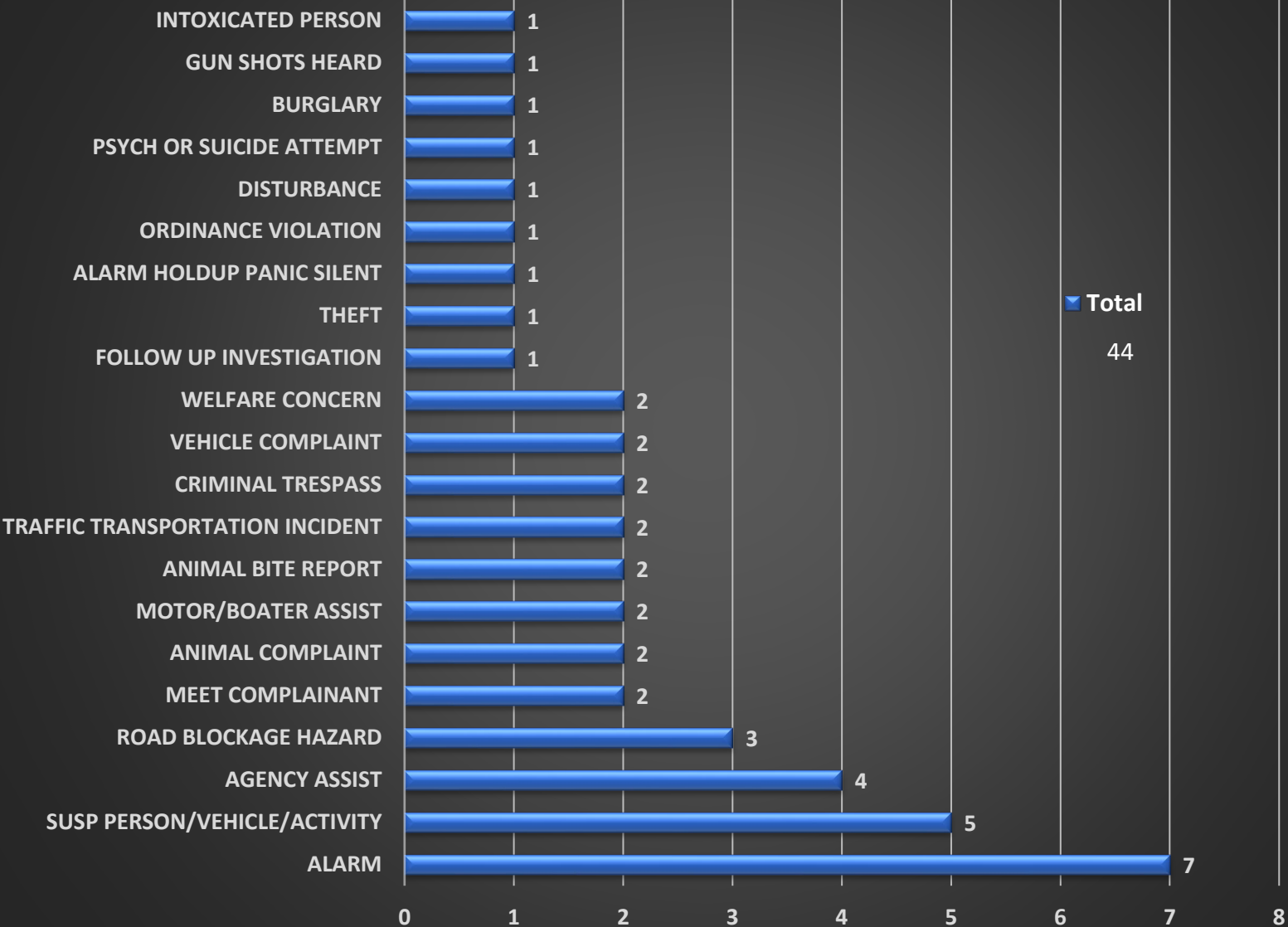
## Monthly Report



### August 2023 Officer Intited Totals



### August 2023 Calls for Service Total



### August 2023 Fire/EMS Total

HEAT COLD EXPOSURE

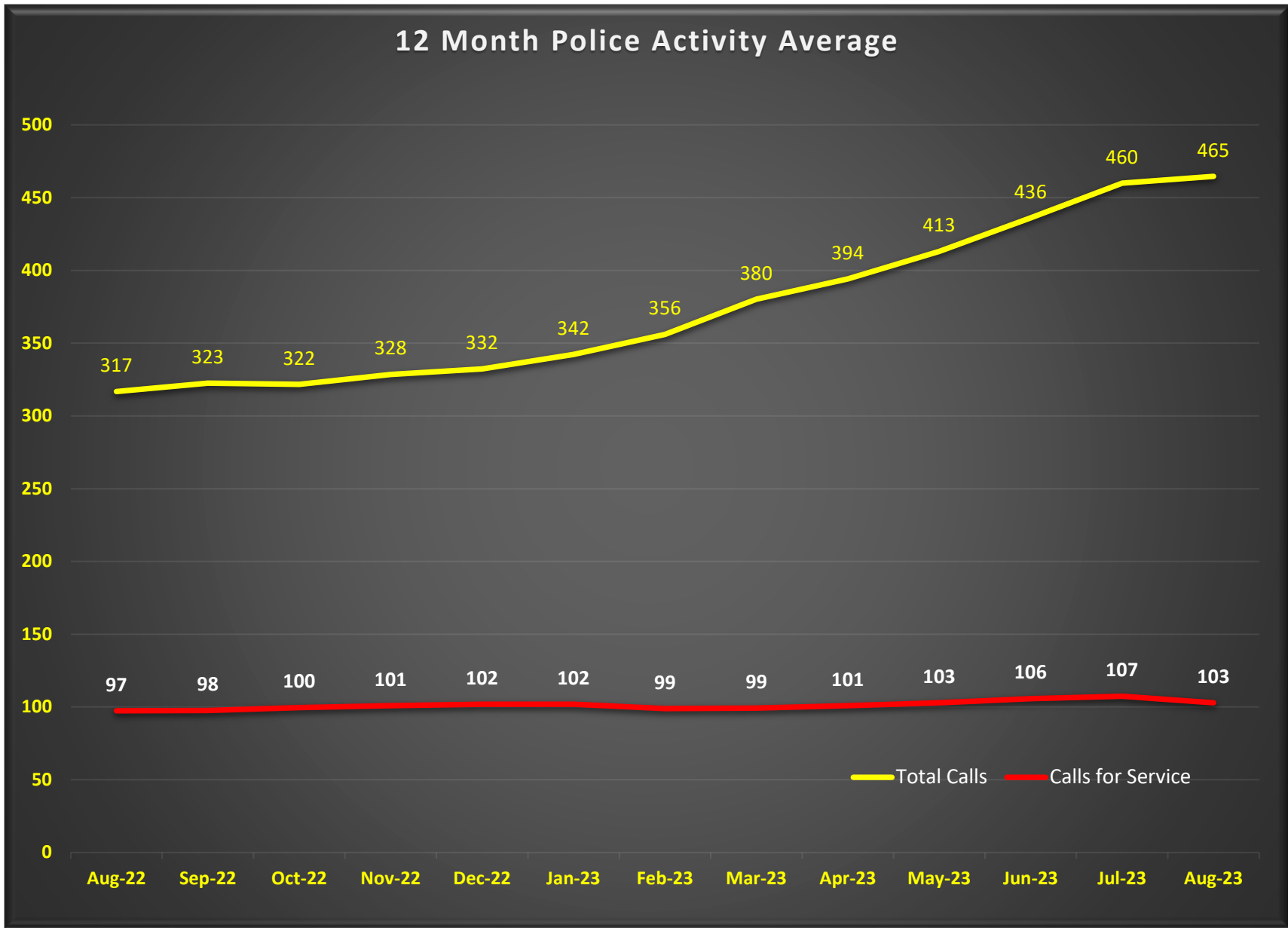
1

■ Total  
2

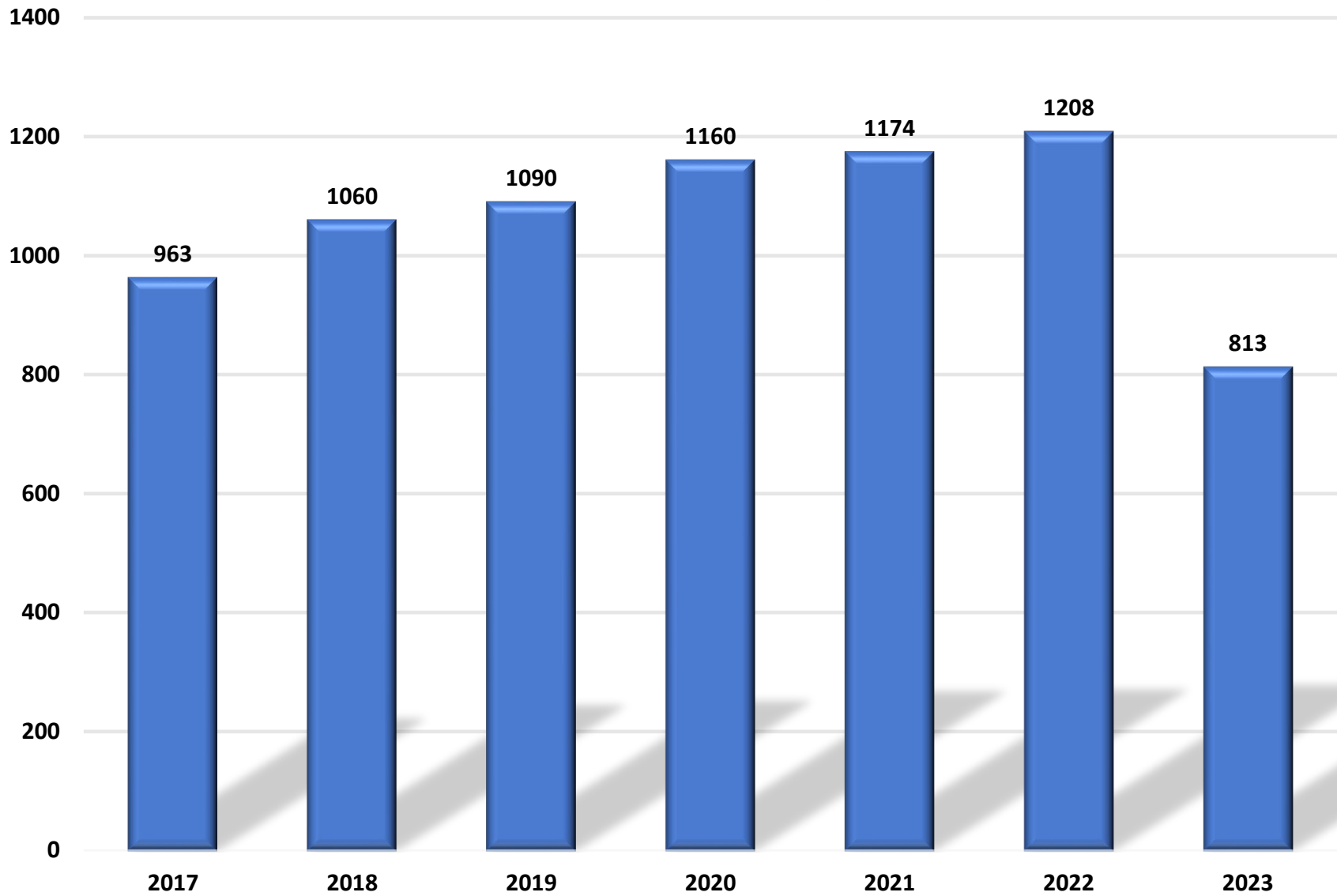
SICK PERSON

1

0 0.2 0.4 0.6 0.8 1 1.2



### 2017 to Present Report Calls





Location	Notes	Code
Aug 29, 2023 3:24 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Aug 22, 2023 11:40 AM 1941 JETER RD E	Patrolled city focusing on stray animals.	Animal Control
Aug 18, 2023 3:28 PM 191 green oaks	we received contact from this person regarding a found animal. she stated she would hold the animal until an owner could be found and barring that would find a new home for the dog herself	Animal Control
Aug 16, 2023 4:21 PM 1941 JETER RD E	we picked up a female great pyr mix from BPD after hours on 8/15/23.	Animal Control
Aug 15, 2023 11:36 AM 1941 JETER RD E	Patrolled city focusing on stray animals.	Animal Control
Aug 12, 2023 3:45 PM 654 porter rd	we made contact with the victim and gained her information	Animal Control
Aug 10, 2023 2:32 PM 1483 landfall	WELFARE CONCERN city hall requested we assess the animals on this property for possible neglect. we assessed 4 equines and 4 goats. we did not see any signs of neglect as all the animals appear to be in good health at this time. we will continue to monitor the situation.	Animal Control
Aug 8, 2023 11:30 AM 1941 JETER RD E	Patrolled city focusing on stray animals.	Animal Control

Location	Notes	Code
Aug 4, 2023 2:23 PM 654 porter rd	we made contact with the owner and found both dogs to be current on their rabies vacs and will do a home quarantine.	Animal Control
Aug 4, 2023 2:22 PM Rockgate/ Porter	I responded to a call at this location to pickup a deceased stork. the stork was removed and taken to the shelter for disposal of the animal.	Animal Control
Aug 3, 2023 2:55 PM fm 407/ Fm 1830	Responded to a call to this location for a deceased coyote in the median. Removed and disposed the animal at the shelter.	Animal Control
Aug 3, 2023 11:19 AM 654 porter rd	notification from PD of an animal bite via email at this address. we attempted contact with the victim and left a voicemail. we attempted contact with the owner and again left a voicemail.	Animal Control
Aug 1, 2023 4:14 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control

Location	Notes	Code
Aug 29, 2023 3:22 PM 1209 redbud	fully abated	Code Enforcement
Aug 29, 2023 3:21 PM 500 oakwood	minor changes to property but not fully abated. mailbox has been removed.	Code Enforcement
Aug 29, 2023 3:20 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Aug 22, 2023 11:41 AM	Patrolled city focusing on code issues.	Code Enforcement
Aug 22, 2023 11:38 AM 1105 brasher	request by city hall to assess the possibility of an above ground pool being built over the septic tanks and their shed being too close to the property line. from the improved public roadway we cannot see therefore we cannot assess either complaint.	Code Enforcement
Aug 15, 2023 4:22 PM	Patrolled city focusing on code issues.	Code Enforcement
Aug 8, 2023 11:31 AM	Patrolled city focusing on code issues.	Code Enforcement
Aug 1, 2023 4:14 PM	Patrolled city focusing on code issues.	Code Enforcement
Aug 1, 2023 1:37 PM 1287 gibbons	formal notice attached to front door regarding septic issues	Code Enforcement
Aug 1, 2023 7:55 AM 1201 maple	GW abated	Code Enforcement

**Location**

**Notes**

**Code**

Aug 1, 2023 7:53 AM  
500 oakwood

request from city hall to assess a possible health and safety issue with an above ground pool. the pool appeared to be maintained and i did not see any issues.

Code Enforcement



**Westwood**

## **Town of Bartonville**

### **Status Report**

**Date: September 15, 2023**

#### **Plat Review**

- ELTS Preliminary Plat

#### **ROW Permits**

- N/A

#### **Subdivision Construction**

- N/A

#### **Street Fund**

- Work Order 5
  - Landfall Circle - Completed
  - 630 Badminton – Ordered for Late Sept.
  - E. Jeter Road Sink at Culvert - Completed
- Street Rehabilitation – E. Jeter & Rockgate – Construction Began
  - Crossing Culvert and Driveway Culvert Complete
  - Subgrade work next few weeks

#### **General Consultation**

- Work Order 5 and Street Rehab Project above

Town of Bartonville  
Municipal Court Council Report  
From 8/1/2023 to 8/31/2023

9/1/2023 1

Item F1.

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
212	0	0	0	3	215

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$12,344.92	\$2,994.80	\$15,288.00	\$530.51	\$649.87	\$31,808.10

**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
62	0	19	10	23	114

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	1	1

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
0	0	0	0

PermitReport

9/1/2023 8:2

Item F1.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
23-00195-01	IEC	2028 High Meadow Ct	New Residence Permit	8/1/2023	\$1,200,000.00	5148.00	\$3,346.20
23-00195-02	IEC	2028 High Meadow Ct	New Residence (Non AC)	8/1/2023	\$1,200,000.00	5148.00	\$1,506.15
23-00195-04	IEC	2028 High Meadow Ct	Grading and Drainage Permit	8/1/2023	\$1,200,000.00	5148.00	\$275.00
23-00195-05	IEC	2028 High Meadow Ct	Culvert/Driveway	8/1/2023			\$120.00
23-00195-06	IEC	2028 High Meadow Ct	OSSF Permit - Residential	8/1/2023			\$410.00
23-00276-01	Priceless Water Well Service, LLC	329 Country Ct	Water Well	8/1/2023	\$67,253.47		\$250.00
23-00279-01	Integrity Welding Services		Contractor Registration - General	8/1/2023			\$125.00
23-00280-01	Ransco North Texas Operations	327 McMakin Rd	Sprinkler/Irrigation Permit	8/3/2023			\$110.00
23-00281-01	Wyse Services	1519 Broome Rd	OSSF Permit - Residential	8/8/2023			\$410.00
23-00283-01	Pro Construction		Contractor Registration - General	8/4/2023			\$125.00
23-00285-01	Air Systems HVAC LLC		Contractor Registration - Mechanical	8/3/2023			\$0.00
23-00286-01	Bunger Electric Inc.		Contractor Registration - Electrical	8/3/2023			\$0.00
23-00287-01	Metroplex Royal Flush	1202 Clydesdale Road	OSSF Permit - Residential	8/8/2023			\$410.00
23-00288-01	Lingenfelter Custom Homes	1202 Clydesdale Road	New Residence Permit	8/15/2023		5016.00	\$3,260.40
23-00288-02	Lingenfelter Custom Homes	1202 Clydesdale Road	New Residence (Non AC)	8/15/2023			\$1,418.40
23-00288-04	Lingenfelter Custom Homes	1202 Clydesdale Road	Grading and Drainage Permit	8/15/2023		8168.00	\$275.00
23-00288-05	Lingenfelter Custom Homes	1202 Clydesdale Road	Culvert/Driveway	8/15/2023		8168.00	\$120.00
23-00289-01	Wyse Services	570 E Jeter Rd	OSSF Application - Modification	8/11/2023			\$200.00
23-00290-01	M&M Electric		Contractor Registration - Electrical	8/10/2023			\$0.00
23-00291-01	Signs Manufacturing & Maintenance Corp		Contractor Registration - General	8/11/2023			\$125.00
23-00292-01	Signs Manufacturing & Maintenance Corp	2660 FM 407	Sign Permit	8/15/2023	\$3,500.00	48.00	\$75.00
23-00293-01	Texas Built Plumbing		Contractor Registration - Plumbing	8/15/2023			\$0.00
23-00294-01	L&S Plumbing Partnership LTD DBA L&S Mechanical (Mechanical)		Contractor Registration - Mechanical	8/15/2023			\$0.00
23-00295-01	Bailey's Landscape Mgt. Inc.	2021 High Meadow Ct	Sprinkler/Irrigation Permit	8/16/2023			\$110.00
23-00296-01	Wyse Services	950 Briarwood Cir	OSSF Permit - Residential	8/21/2023			\$410.00
23-00297-01	RGD+B Construction		Contractor Registration - General	8/16/2023			\$125.00
23-00298-01	Frymire Home Services	440 E Jeter Rd	Mechanical Permit	8/17/2023	\$1,000.00	500.00	\$130.00
23-00299-01	Intown Plumbing		Contractor Registration - Plumbing	8/17/2023			\$0.00
23-00300-01	Lingenfelter Luxury Homes		Contractor Registration - General	8/21/2023			\$125.00
23-00301-01	Sigma Signs		Contractor Registration - Electrical	8/21/2023			\$0.00
23-00302-01	Sigma Signs	2652 FM Unit 155	Sign Permit	8/22/2023	\$1,500.00	34.38	\$75.00
23-00303-01	72 Degrees Services, LLC		Contractor Registration - Mechanical	8/21/2023			\$0.00
23-00304-01	JCC Sprinklers		Contractor Registration - Irrigation	8/23/2023			\$125.00
23-00305-01	Sigma Signs	2652 FM Unit 155	Sign Permit	8/22/2023	\$1,000.00	7.33	\$75.00
23-00307-01	Raul Eusebio	1201 Chestnut	Covered Patio/Carport/Arbor Permit	8/23/2023		108.00	\$75.00
23-00308-01	KLT Electric		Contractor Registration - Electrical	8/23/2023			\$0.00
23-00309-01	Integrity Welding Services	1519 Broome Rd	New Residence Permit	8/29/2023	\$700,000.00	3904.00	\$2,537.60
23-00309-02	Integrity Welding Services	1519 Broome Rd	New Residence (Non AC)	8/29/2023	\$700,000.00	5751.00	\$831.15
23-00310-01	Southern Comfort Mechanical		Contractor Registration - Mechanical	8/23/2023			\$0.00
23-00311-01	JCC Sprinklers	1409 Brian Street	Sprinkler/Irrigation Permit	8/24/2023	\$11.50		\$110.00
23-00312-01	American Leak Detection		Contractor Registration - Plumbing	8/24/2023			\$0.00
23-00313-01	Integrated Mechanical & Electrical Services LLC		Contractor Registration - Mechanical	8/24/2023			\$0.00
23-00314-01	Integrated Mechanical & Electrical Services LLC	1000 Timberidge Ln	Mechanical Permit	8/25/2023	\$6,400.00		\$130.00
23-00315-01	Royal Flush Septic	1117 Pitner Court	OSSF Permit - Residential	8/31/2023			\$410.00
23-00316-01	Texas Best Fence & Patio		Contractor Registration - General	8/31/2023			\$125.00

# Denton County

## ESD No. 1

### Monthly Report



### Monthly Activity Report

AUGUST 2023





# Denton County ESD No. 1

AUGUST 2023

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Municipality Volume	6
Response Times – 90 <sup>th</sup> Percentile and Average Response Times	7
Community Outreach Events & Fire Inspection Reports & Training Division	8



**DCESD1 Personnel**

**Operations**

Captains	9
Apparatus Operators (Engineers)	9
Full-Time Firefighters (active)	18
Part-Time Employees (active)	19
Injuries/light duty/inactive	2
<b>Total</b>	<b>57</b>

**Fire Administration**

Fire Chief	1
Assistant Chief	1
Division Chief	1
Administrative Assistant	1
Director of Communications & Public Outreach	1
<b>Total</b>	<b>5</b>

<b>Department Paid Total</b>	<b>58</b>
<b>Department Total</b>	<b>62</b>

Sworn Staff	60
Civilians	2
Operational Volunteers	5

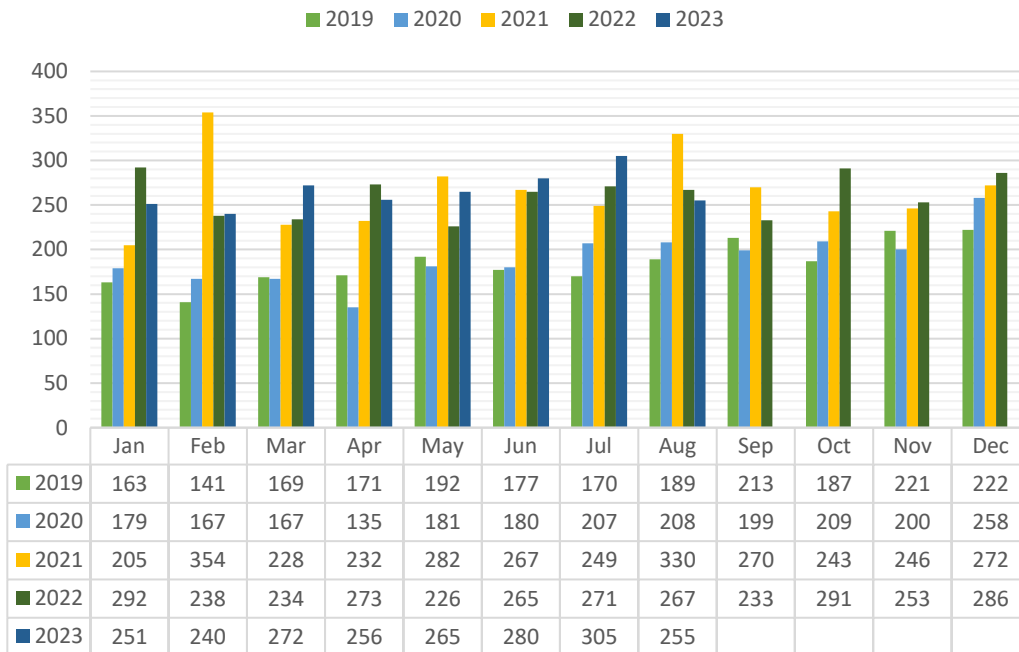


# Denton County ESD No. 1

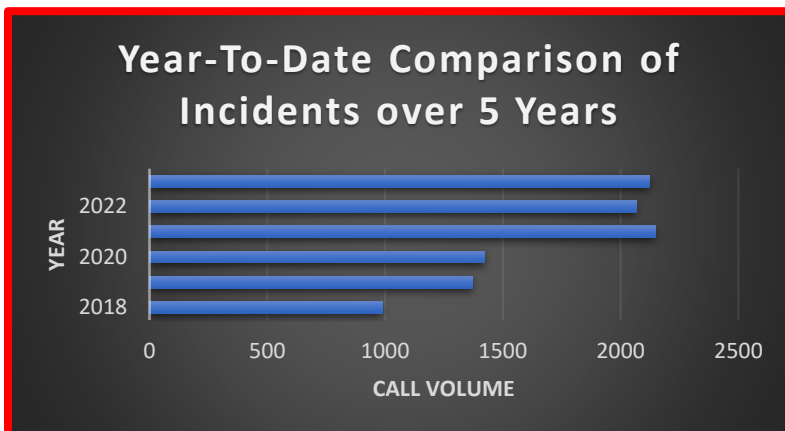
AUGUST 2023

## DCESD Total Incident Count

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



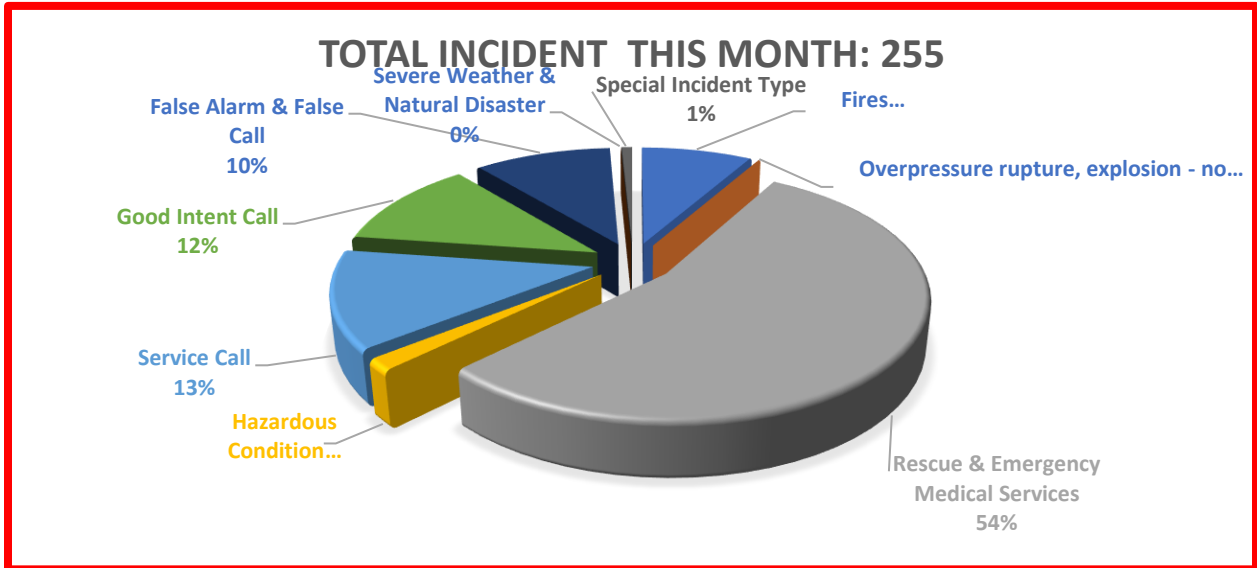
## Year-to-Date Totals



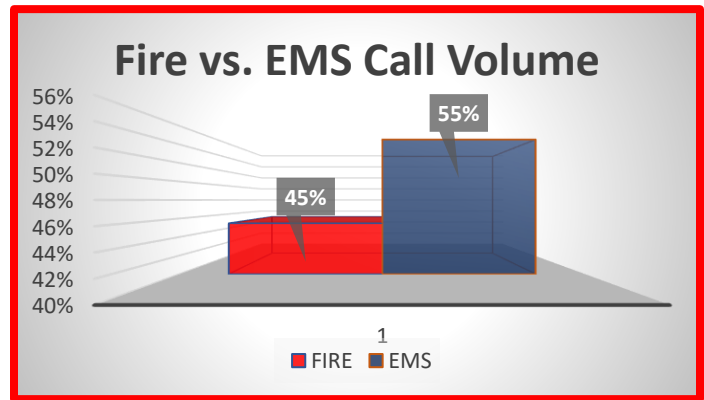
DCESD	YTD
2018	988
2019	1372
2020	1424
2021	2147
2022	2066
<b>2023</b>	<b>2124</b>



**INCIDENT STATISTICS**



Major Incident Types	
Fires	21
Rescue & Emergency Medical Services	139
Overpressure rupture, explosion – no fire	0
Hazardous Condition (No Fire)	4
Service Call	33
Good Intent Call	30
False Alarm & False Call	26
Special Incident	2

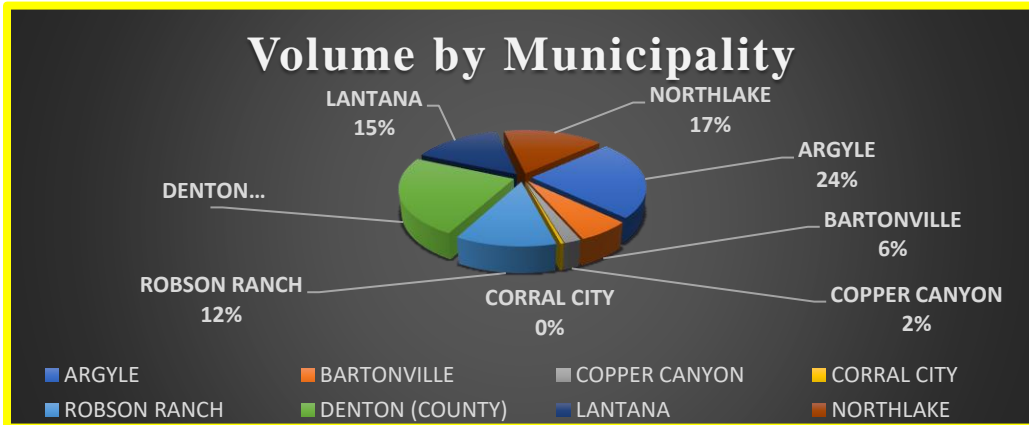


**Percentage of Overlapping Calls**

Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
79	31%



**Municipality Volume**



INCIDENT TYPE	ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	ROBSON	UNINCORPORATED AREAS
111 - Building fire					1			1
113 - Cooking fire, confined to container								1
131 - Passenger vehicle fire	2							
134 - Water vehicle fire						1		
141 - Forest, woods or wildland fire							1	
142 - Brush or brush-and-grass mixture fire								1
143 - Grass fire	3	1				1		2
151 - Outside rubbish, trash or waste fire	1							4
321 - EMS call, excluding vehicle accident with injury	24	9	4	1	20	18	16	24
322 - Motor vehicle accident with injuries	3	2				1		1
324 - Motor vehicle accident with no injuries.	4	1			2	5		1
331 - Lock-in (if lock out , use 511 )					1			
381 - Rescue or EMS standby	1							
412 - Gas leak (natural gas or LPG)						1		
420 - Toxic condition, other						1		
424 - Carbon monoxide incident							1	1
500 - Service Call, other	1	1						
511 - Lock-out	1				1	2		
520 - Water problem, other					1			
522 - Water or steam leak								1
550 - Public service assistance, other								1
552 - Police matter						1		
553 - Public service	3		1		1	1	4	1
554 - Assist invalid							7	
561 - Unauthorized burning	2							1
571 - Cover assignment, standby, moveup							1	
600 - Good intent call, other					1			
611 - Dispatched & cancelled en route	3				2	5		9
621 - Wrong location	1							
622 - No incident found on arrival at dispatch address	2				1			1
651 - Smoke scare, odor of smoke		1			1			
652 - Steam, vapor, fog or dust thought to be smoke						1		
700 - False alarm or false call, other	1							
730 - System malfunction, other						1		2
733 - Smoke detector activation due to malfunction	1				2	2		
735 - Alarm system sounded due to malfunction	3							
736 - CO detector activation due to malfunction					2			
740 - Unintentional transmission of alarm, other								1
743 - Smoke detector activation, no fire - unintentional	1							4
744 - Detector activation, no fire - unintentional	1	1						
745 - Alarm system activation, no fire - unintentional	1					1		2
900 - Special type of incident, other					1			
<b>TOTAL INCIDENTS</b>	<b>59</b>	<b>16</b>	<b>5</b>	<b>1</b>	<b>37</b>	<b>42</b>	<b>30</b>	<b>59</b>



**Incident Response Times**

**90<sup>th</sup> Percentile Assessment**

Lights and Sirens – 90 <sup>TH</sup> Percentile Time (Dispatch to Arrival)	
Overall	10:30
FIRE	11:10
EMS	10:13

**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 90<sup>th</sup> 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 90<sup>th</sup> percent incident. The response time for that incident number is the 90<sup>th</sup> percentile assessment.

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

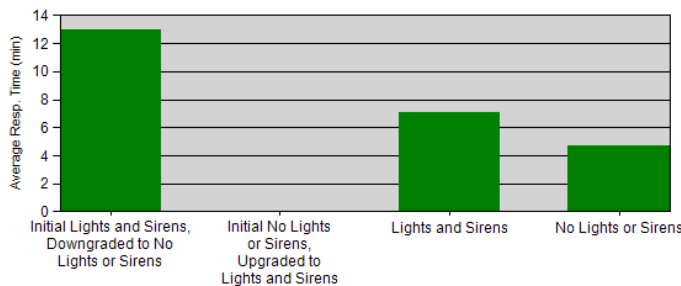
**FIRE Response:** (bunker gear required)

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**



**Turnout Time**

\*Dispatch to Enroute Time

SHIFT	AVERAGE TURNOUT TIME
Total Average	0:01:26

RESPONSE MODE	TOTAL RESPONDING UNITS	AVERAGE RESPONSE TIME (minutes)
Initial Lights and Sirens, Downgraded to No Lights or Sirens	1	13:00
Initial No Lights or Sirens, Upgraded to Lights and Sirens	0	0:00
<b>Lights and Sirens</b>	<b>416</b>	<b>7:12</b>
No Lights or Sirens	22	4:68

## Community Outreach Events

Fire Station Tours	1
Public Education Events	11
Ride Along (EMS Students)	12
Community CPR Classes	3
- Total CPR Students	<b>80</b>
<b>Total Events</b>	<b>35</b>

## Training Division

Total ISO Training Hours Logged / Month	1390
- EMS Training Hours Logged / Month	252
- FIRE Training Hours Logged / Month	1022
- Administrative Training / Month	99

## Fire Inspection Report

OCCUPANCY	COUNT
<b>INSPECTION TYPE: Alarm System Test</b>	
Low Hazard Storage	1
<b>INSPECTION TYPE: Annual</b>	
Day Care	1
<b>INSPECTION TYPE: Certificate of Occupancy</b>	
Assembly	2
Business Office	2
Elementary School	1
Intermediate School	2
Medical/Dental Office	1
Mercantile	2
Multi-Family Residential	1
<b>INSPECTION TYPE: Fire Protection System Inspection</b>	
Assembly	3
Auto Sales and Maintenance	1
Church/Places of Worship	1
Medical/Dental Office	1
Multi-Family Residential	1
Salon	1
Single Family Residence	22
<b>Total # of Inspections:</b>	<b>43</b>

## Year-To-Date Fire Inspection Report

	<b>YTD 2023</b>	<b>YTD 2022</b>
<b>Total # of Inspections:</b>	<b>267</b>	<b>188</b>



# TOWN COUNCIL COMMUNICATION

---

**DATE** September 19, 2023

**FROM:** Shannon Montgomery, Town Secretary

**AGENDA ITEM:** Consider approval of the September 5, 2023 Workshop and Special Meeting Minutes.

**SUMMARY:**

The Town Council held a workshop and special meeting on September 5, 2023.

**RECOMMENDED MOTION OR ACTION:**

Approve the September 5, 2023 Workshop and Special Meeting Minutes as presented.

**ATTACHMENTS:**

- September 5, 2023 Workshop and Special Meeting Minutes.



**THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE MET IN BUDGET WORKSHOP AND SPECIAL SESSION ON THE 5TH DAY OF SEPTEMBER 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  
Clay Sams, Council Member Place 3  
Keith Crandall, Council Member Place 4  
Margie Arens, Council Member Place 5

*Council Member Absent:*

Jim Roberts, Council Member Place 1

*Town Staff Present:*

Thad Chambers, Town Administrator  
Shannon Montgomery, Town Secretary  
Bobby Dowell, Chief of Police

**A. CALL WORKSHOP TO ORDER**

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

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

Town Administrator Chambers stated that the salary adjustments discussed at the last meeting were included in this version of the proposed budget, and the insurance benefits were changed to actual selections at this time and included the rates that were provided by the Town's broker, showing a savings of approximately \$80,000.

The Town Council requested the following items for the next budget workshop:

- Salary comparisons for the permitting technician/administrative specialist
- Costs and plan for the aging air conditioning units
- Costs and plan to resolve the Town's technology issues.

**B. ADJOURN WORKSHOP**

Mayor Carrington adjourned the work session at 6:13pm.

**C. CALL SPECIAL SESSION TO ORDER IMMEDIATELY FOLLOWING WORKSHOP**

Mayor Carrington called the Special Session to order at 6:13pm.

**D. PLEDGE OF ALLEGIANCE**

Mayor Carrington led the pledge of allegiance.

**E. PUBLIC PARTICIPATION**

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

There was no public participation.

**F. CONSENT AGENDA**

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

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

Motion made by Council Member Sams, seconded by Council Member Crandall to approve the Consent Agenda Items as presented.

**VOTE ON THE MOTION**

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

**G. ACTION ITEMS**

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

Motion made by Council Member Crandall, seconded by Mayor Pro Tem Chapman, to approve the Bartonville Community Development Corporation Budget for Fiscal Year 2023-2024 as presented.

**VOTE ON THE MOTION**

AYES: Chapman, Sams, Crandall, and Arens  
NAYS: None  
VOTE: 4/0

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

Mayor Carrington opened the Public Hearing at 6:30pm.

No one spoke in favor or opposition.

Mayor Carrington closed the Public Hearing at 6:31pm.

Motion made by Mayor Pro Tem Chapman, seconded by Council Member Crandall, to postpone the vote regarding the FY2023-2024 Budget to September 19, 2023.

**VOTE ON THE MOTION**

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

Mayor Pro Tem Chapman     Aye  
Council Member Sams         Aye  
Council Member Crandall     Aye  
Council Member Arens        Aye

Motion carried unanimously.

**H. FUTURE ITEMS**

Future Agenda Items requested include budget items as discussed during the Budget Workshop.

**I. ADJOURNMENT**

Mayor Carrington declared the meeting adjourned at 6:32pm.

**APPROVED this the 19th day of September 2023.**

**APPROVED:**

\_\_\_\_\_  
Jaclyn Carrington, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannon Montgomery, TRMC, Town Secretary



# TOWN COUNCIL COMMUNICATION

---

**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

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

**SUMMARY:**  
The fees charged by the long-time building official have not changed in recent years, despite inflation and increased fuel costs. This agreement makes reasonable changes to the fees paid for service.

**FISCAL IMPACT:**  
FY2023-2024  
No new impact.

**ATTACHMENTS:**

- FY2023-2024 Building Services Contract

**RECOMMENDATION:**  
Move to approve the contractor services agreement with Steve Koehler for Building Inspection Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

## AGREEMENT FOR BUILDING INSPECTION SERVICES

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into by Steven John Koehler, a private contractor, (hereinafter referred to as Steve Koehler) and the Town of Bartonville, Texas, a municipal corporation, (hereinafter referred to as “Bartonville” or the “Town”).

### RECITALS:

**WHEREAS**, Bartonville is desirous of providing its residents and businesses with building inspection services; and

**WHEREAS**, Steve Koehler being a fully licensed State Plumbing Inspector and is desirous of furnishing building inspection services to Bartonville; and

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

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

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

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

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

- a. **General Services:** Enforce all building and property codes; review and approve plans; issue permits; perform residential and commercial building inspections; confer with architects, contractors, builders, and the general public; and enforce through inspection, and written compliance notification; testify in municipal court if necessary; perform public infrastructure inspections and attend meetings as required.
- b. **Service Calls:** Steve Koehler will provide building inspection and general and special services in consideration for the payment to be made by Bartonville under Section 4a.
- c. **Reports:** Steve Koehler will prepare and submit a biweekly report and invoice to the Town Staff of Bartonville summarizing all building inspection and general and special services activity within the Town limits from the previous two-week period.
- e. **Special Services:** Steve Koehler and/or assigns will install, maintain, or repair public traffic control devices at the direction of Town Staff on an as needed basis. Steve Koehler and/or assigns will perform other property and grounds maintenance services at the direction of Town Staff on an as needed basis. Steve Koehler will provide public infrastructure inspections at the direction of and under the supervision of the Town Engineer and/or Mayor.
- f. **Equipment and Availability:** Steve Koehler will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. Steve Koehler will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.

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

- a. Make payment to Steve Koehler, on a biweekly basis and upon receipt of a biweekly report, in accordance with the following fee schedule:
  - 1. Building Inspections: Thirty-five dollars (\$35) per each inspection per hour with a \$70 minimum.
  - 2. Plans Review: Seventy dollars (\$70) per hour with a \$35 minimum.
  - 3. Other General and Special Services: Seventy dollars (\$70) per hour with \$35 minimum, with reimbursement for any materials purchased.
  - 4. Provide monthly fuel adjustment fee in the amount of five hundred dollars (\$500), to be paid at the end of each quarter.

5. Provide clerical support and any administrative costs associated with building permits including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

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

Section 6. **Termination**:

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

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

Steven J. Koehler  
5900 Windridge  
Flower Mound, TX 75028

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

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

- Section 9. **Jurisdiction**: By this Agreement, Bartonville grants full and complete authorization and jurisdiction to Steve Koehler for all services provided by Steve Koehler as contained in this Agreement. Said jurisdiction shall apply to the town limits of Bartonville and the Bartonville Extraterritorial Jurisdiction where applicable.
- Section 10. **Venue**: Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.
- Section 11. **Supervision/Certifications/Licenses**: At all times during the term of this Agreement, all building inspectors shall be under supervision and control of Steve Koehler. In addition, Steve Koehler and all officers must be certified or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications and licenses along with the costs of any required continuing education classes shall be at the sole expense of Steve Koehler.
- Section 12. **Performance**: Both parties mutually agree that Steve Koehler is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Steve Koehler in no way are to be considered employees of Bartonville.
- Section 13. **Indemnification**: Steve Koehler agrees to hold harmless, save and indemnify the Town of Bartonville and its Officers for any and all claims for damages, personal injury, and/or death that any be asserted against Bartonville arising from Steve Koehler negligence or its performance hereunder, save and except intentional acts of gross negligence by Bartonville. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.



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

IN WITNESS WHEREOF, we have hereunto set our hands this 19th day of September 2023.

**TOWN OF BARTONVILLE**

**Steven J. Koehler**

\_\_\_\_\_  
Thad Chambers, Town Administrator

\_\_\_\_\_  
Steve Koehler

Attest:

\_\_\_\_\_  
Shannon Montgomery, Town Secretary



# TOWN COUNCIL COMMUNICATION

**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Consider approval of a contractor services agreement with Ryan Wells for Planning Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

**SUMMARY:**

The third-party Town Planner, Ryan Wells, has proposed updated rates for the next fiscal year. Rates in the initial agreement were well below market, and Mr. Wells has done an excellent job in assisting with only those areas agreed upon.

The new proposed rate remains \$50 to \$95 per hour below the previous third-party planning firm.

**FISCAL IMPACT:**

FY2023-2024

No new impact.

**ATTACHMENTS:**

- FY2023-2024 Planning Services Contract

**RECOMMENDATION:**

Move to approve the contractor services agreement with Ryan Wells for Planning Services beginning October 1, 2023 through September 30, 2024; and authorize the Town Administrator to execute same on behalf of the Town.

## Consulting Services Agreement

This consulting services agreement is between The Town of Bartonville, a Texas General Law Municipality (the "Town") and Ad Terram Consulting, LLC, a Texas Limited Liability Company (the "Consultant").

The Town desires to engage the Consultant for general land use planning and GIS consulting services, further described in Exhibit A. The parties therefore agree as follows:

### 1. ENGAGEMENT; SERVICES.

- a) Engagement. The Town retains the Consultant to provide, and the Consultant shall provide, the services described in Exhibit A (the "Services").
- b) Services. Without limiting the scope of Services described in Exhibit A, the Consultant shall:
  - i. perform the Services set forth in Exhibit A. However, if a conflict exists between this agreement and any term in Exhibit A, the terms in this agreement will control;
  - ii. devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;
  - iii. perform the Services in a safe, good, and workmanlike manner using at all times adequate equipment in good working order;
  - iv. communicate with the Town about progress the Consultant has made in performing the Services;
  - v. supply all tools, equipment, and supplies required to perform the Services, except if the Consultant's work must be performed on or with the Town's equipment;
  - vi. provide services (including the Services) and end products that are satisfactory and acceptable to the Town and free of defects.
- c) Legal Compliance. The Consultant shall perform the Services in accordance with applicable laws, rules, or regulations.
- d) Town's Obligations. The Town shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this agreement at least 30 days before implementing those changes.

### 2. TERM AND TERMINATION.

- a) Term. This agreement will become effective as described in section 15. This agreement will continue until it is terminated in accordance with subsection 2(b).

- b) Termination. This agreement may be terminated:
  - i. by either party on provision of 15 days' written notice to the other party, with or without cause;
  - ii. by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 15 days of receipt of written notice of the breach; or
  - iii. by the Town at any time and without prior notice, if the Consultant fails or refuses to comply with the written policies or reasonable directives of the Town, or is guilty of serious misconduct in connection with performance under this agreement.
- c) Effect of Termination. After the termination of this agreement for any reason, the Town shall promptly pay the Consultant for Services rendered before the date of notice of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement.

### 3. COMPENSATION.

- a) Terms and Conditions. The Town shall pay the Consultant an hourly rate of \$185.00, billable in 15-minute increments. Town shall be invoiced monthly for services performed. Payment of Consultant's invoices shall occur within 30 days from the date of the invoice.
- b) No Other Compensation. The compensation set out above and in Exhibit A will be the Consultant's sole compensation under this agreement.
- c) Expenses. Any ordinary and necessary expenses incurred by the Consultant in the performance of this agreement will be the Consultant's sole responsibility, with the following exceptions:
  - i. Mileage: Consultant's travel occurring while performing agreed-upon tasks or at the explicit request of Town will be billed at the Privately Owned Vehicle (POV) Mileage Reimbursement Rate published by the US. General Services Administration.
  - ii. Direct expenses necessary to perform tasks listed in Exhibit A, including printing or binding, shall be billed at cost plus fifteen percent (15%).
- d) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Town has no obligation to pay or withhold any sums for those taxes.
- e) Other Benefits. The Consultant has no claim against the Town under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

### 4. NATURE OF RELATIONSHIP.

- a) Independent Contractor Status.
  - i. The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.

- ii. The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant shall perform the Services, and the Town is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for itself and its staff.

5. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Town under this agreement.

6. INDEMNIFICATION.

- a) Of Town by Consultant. At all times after the effective date of this agreement, the Consultant shall indemnify the Town from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "Claims") that the Town may incur and that arise from:
  - i. the Consultant's negligence or willful misconduct arising from the Consultant's carrying out of its obligations under this agreement;
  - ii. the Consultant's breach of any of its obligations or representations under this agreement.
- b) Of Consultant by Town. At all times after the effective date of this agreement, and to the extent allowed by law, the Town shall indemnify the Consultant from all Claims that the Consultant may incur arising from:
  - i. the Town's operation of its business;
  - ii. the Town's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or
  - iii. the Town's breach of any of its obligations or representations under this agreement.

However, the Town is not obligated to indemnify the Consultant if any of these Claims result from the Consultant's own actions or inaction.

7. GOVERNING LAW.

- a) Choice of Law. The laws of the state of Texas govern this agreement (without giving effect to its conflicts of law principles).
- b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Denton County, Texas.

8. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

9. ASSIGNMENT AND DELEGATION.

- a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

- b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.
- c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

#### 10. COUNTERPARTS; ELECTRONIC SIGNATURES.

- a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

#### 11. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

#### 12. NOTICES.

- a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail, nationally recognized overnight courier (fees prepaid), or email.
- b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Town:

Town of Bartonville  
Thad Chambers, Town Administrator  
1941 E Jeter Rd  
Bartonville, Texas 76226  
tchambers@townofbartonville.com

If to the Consultant:

Ad Terram Consulting, LLC  
Ryan Wells, Principal  
PO Box 387  
Farmersville, Texas 75442  
rwells@adterramconsulting.com

- c) Effectiveness. A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

13. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

14. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement.

15. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

16. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Town of Bartonville

Date: \_\_\_\_\_

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

Name: Thad Chambers  
Title: Town Administrator

Ad Terram Consulting, LLC

Date: August 25, 2023 \_\_\_\_\_



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

Name: Ryan A. Wells, AICP, CFM  
Title: Principal



EXHIBIT A  
SCOPE OF SERVICES

Consultant shall perform the following services as requested by the Town of Bartonville:

Planning Services

- Land use and zoning analysis
- Site plan review
- Subdivision plat review
- Planning guidance
- Project-specific support
- Land use options analysis
- Concept plan preparation
- Detailed property evaluation
- Zoning code audit and analysis
- Zoning code amendments
- Development economic analysis

Geographic Information Systems

- Zoning map preparation and updates
- Site buffer and proximity analysis
- Natural resources inventory and analysis (geospatial)
- Address list preparation for public noticing
- Infrastructure mapping and inventory
- Web map development
- Specialized map preparation and demographic analysis for economic development
- Floodplain mapping

Consultant's attendance at the Town of Bartonville's Planning & Zoning Commission or Town Council meetings related to any of the tasks listed above or to fulfill other requirements may occur upon mutual agreement between the Town of Bartonville and Consultant.



# TOWN COUNCIL COMMUNICATION

**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Public Hearing on the proposed tax rate of \$0.173646 per \$100 assessed valuation for Fiscal Year October 1, 2023 through September 30, 2024.

**SUMMARY:**

Per Texas State Laws, the Town is required to publish notice concerning the 2023 property tax rates for the Town of Bartonville regarding the no-new-revenue tax rate and the voter-approval tax rate and notice of the public meeting.

The proposed tax rate of \$0.173646 is more than the no-new-revenue tax rate and less than the voter-approval tax rate. As a result, the Town is not required to hold an election to seek voter approval of the rate, however, citizens may still express their support for or opposition to the proposed tax rate.

PROPOSED TAX RATE	\$0.173646 per \$100
NO-NEW-REVENUE TAX RATE	\$0.150525 per \$100
VOTER-APPROVAL TAX RATE	\$0.187639 per \$100

The proposed rate of \$0.173646 per assessed valuation is the current tax rate.

This ordinance apportions the tax levy for the purpose of defraying the current expenses of the General Fund; provides for the collection and payment of taxes and assesses penalties and interest for the nonpayment of taxes within the time set.

The total taxable value on the 2023 appraisal roll including estimated values is \$574,784,173. Once the tax rate is approved, the Town will be able to calculate its 2023 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses.

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.173646 per \$100 valuation has been proposed by the governing body of the TOWN OF BARTONVILLE.

PROPOSED TAX RATE	\$0.173646 per \$100
NO-NEW-REVENUE TAX RATE	\$0.150525 per \$100
VOTER-APPROVAL TAX RATE	\$0.187639 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for the TOWN OF BARTONVILLE from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that the TOWN OF BARTONVILLE may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the TOWN OF BARTONVILLE is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 19, 2023 at 6:30PM at the Town of Bartonville, Texas, 1941 E Jeter Road, Bartonville, Texas 76226.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF BARTONVILLE is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Town Council of TOWN OF BARTONVILLE at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE  
CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

## **FOR the proposal:**

Jim Roberts, Council Member – Place 1  
Mayor Pro Tem Matt Chapman – Place 2  
Clay Sams, Council Member – Place 3

Keith Crandall Council Member – Place 4  
Margie Arens Council Member – Place 5

**AGAINST the proposal: NONE**

**PRESENT and not voting:** Mayor Jaclyn Carrington

**ABSENT: NONE**

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the TOWN OF BARTONVILLE last year to the taxes proposed to be imposed on the average residence homestead by the TOWN OF BARTONVILLE this year.

	<b>2022</b>	<b>2023</b>	<b>Change</b>
<b>Total tax rate (per \$100 of value)</b>	\$0.173646	\$0.173646	increase of 0.000000, or 0.00%
<b>Average homestead taxable value</b>	\$770,773	\$844,677	increase of 73,904, or 9.59%
<b>Tax on average homestead</b>	\$1,338.42	\$1,466.75	increase of 128.33, or 9.59%
<b>Total tax levy on all properties</b>	\$806,804	\$953,633	increase of 146,829, or 18.20%

For assistance with tax calculations, please contact the tax assessor for the TOWN OF BARTONVILLE at 817- 693-5280 or [info@townofbartonville.com](mailto:info@townofbartonville.com), or visit [www.townofbartonville.com](http://www.townofbartonville.com) for more information.



# TOWN COUNCIL COMMUNICATION

**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider approval of an ordinance approving and adopting the budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024.

**SUMMARY:**

The FY 2023-2024 Proposed Budget is hereby presented for adoption.

The Town Council held a budget pre-work session on July 25, 2023, and budget work sessions on August 15, 2023, and September 5, 2023.

The proposed budget was filed in the Office of the Town Secretary on August 18, 2023, and the proposed budget was made available for public inspection by the taxpayers in accordance with Title Four (4), Chapter 102., Section 102.005 of the Local Government Code.

A public hearing for the proposed budget was held on September 5, 2023, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2023-2024 Fiscal Year Budget. No one spoke in favor or opposition.

The proposed budget is based on a \$0.173646/\$100 tax rate.

At the September 5, 2023, special meeting the council directed that salaries be researched, and funding be added for air conditioner and computer replacements. These figures have been updated in the proposed budget.

**ATTACHMENTS:**

- Draft Ordinance
- Fiscal Year 2023-24 Budget

**RECOMMENDATION:**

Move to approve an ordinance adopting the budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.

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

**ADOPTING FISCAL YEAR 2023-2024 BUDGET**

**AN ORDINANCE OF THE TOWN OF BARTONVILLE TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Budget Officer for the Town of Bartonville filed the proposed budget in the Office of the Town Secretary on August 18, 2023, and the proposed budget was made available for public inspection by the taxpayers in accordance with Title Four (4), Chapter 102., Section 102.005 of the Local Government Code; and

**WHEREAS**, a Public Hearing was held by the Bartonville Town Council on September 5, 2023, in accordance with Title Four (4), Chapter 102., Section 102.006 of the Local Government Code at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2023-2024 Fiscal Year Budget; and

**WHEREAS**, after full and final consideration, it is the consensus of the Bartonville Town Council that the 2023-2024 Fiscal Year Budget as hereinafter set forth, should be approved and adopted.

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

**SECTION 1.**

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

**SECTION 2.**

The budget attached hereto as Exhibit "A" and incorporated herein for all purposes is hereby approved and adopted for fiscal year beginning October 1, 2023, and ending September 30, 2024, and the sums set forth are hereby appropriated for the various Funds and purposes of the Town.

**SECTION 3.**

No expenditure of the funds of the Town shall hereafter be made except in strict compliance with said budget, except that in the case of public necessity, the Town Council shall authorize amendments to said budget such emergency expenditures to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

**SECTION 4.**

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

**SECTION 5.**

It is hereby declared to be the intention of the Town Council 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.**

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

**SECTION 7.**

The Budget Officer for the Town shall file or cause to be filed (1) true and correct copy of said approved budget, along with this Ordinance, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas.

**SECTION 8.**

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.**

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 Clause of this Ordinance.

**SECTION 10.**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED by a vote of \_\_\_\_\_ to \_\_\_\_\_, this the 19th day of September 2023.**

<b>Vote on Motion</b>	<b>For</b>	<b>Against</b>
Matt Chapman, Mayor Pro Tem		
Jim Roberts, Place 1		
Clay Sams, Place 3		
Keith Crandall, Place 4		
Margi Arens, Place 5		

**APPROVED:**

\_\_\_\_\_  
Jaclyn Carrington, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannon Montgomery, TRMC, Town Secretary



**State of Texas**       §  
**County of Denton**   §

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

Given under my hand and seal of the office this the 19th day of September 2023.

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Shannon Montgomery,  
Notary

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**EXHIBIT A  
TOWN OF BARTONVILLE FISCAL YEAR 2023-2024 BUDGET**

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Town of Bartonville  
**GENERAL FUND**

Item 11.

	FY 2022	FY 2023	FY 2024
	Budget	Adopted Budget	Proposed Budget
<b>BEGINNING FUND BALANCE</b>		<b>1,571,799</b>	<b>362,322</b>
<b>TRANSFER FROM FUND BALANCE</b>			
Transfer to Reserve Fund	-	282,596	-
Transfer to Street Improvement Fund	-	1,000,000	-
<b>REVISED FUND BALANCE</b>		<b>289,203</b>	<b>362,322</b>
<b>REVENUES</b>			
Property Taxes	825,238	943,000	1,050,000
Sales & Beverage Tax	715,000	759,800	785,000
Franchise Fees	161,000	157,500	200,000
Permit & Development Fees	279,400	162,900	180,000
Municipal Court	52,000	60,000	85,000
Other/Transfer	19,000	64,000	169,300
<b>TOTAL REVENUE</b>	<b>2,051,638</b>	<b>2,147,200</b>	<b>2,469,300</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATION</b>			
Salaries & Wages	319,400	421,410	430,393
Medical Benefits	38,864	74,974	76,276
Advertisements & Notices	4,000	4,500	4,500
Appraisal & Tax Collection Services	9,000	9,000	9,000
Contracted Services	380,250	307,310	344,610
Audit & Accounting Services	6,000	15,000	22,500
Fees & Service Charges	670	1,170	1,170
Banners & Signs	10,000	10,000	10,000
Clean Up Day	10,000	7,000	9,000
Computer Hardware & Software	29,000	30,000	46,430
Supplies/Postage/Printing	15,830	13,500	13,500
Copier Lease/Supplies/Maintenance	5,000	5,000	7,500
Dues & Memberships	4,000	4,000	5,000
Election Expense	12,500	12,500	14,000
Insurance - Property & Liability	4,750	5,872	7,500
Repairs & Maintenance	23,000	27,000	41,000
Public Transportation	1,180	1,180	1,180
Publications/Subscriptions	1,000	1,500	1,500
Records Management	3,500	6,000	6,000
Town Meetings/Events	1,800	6,000	21,000
Travel & Training	6,000	6,000	8,000
Utilities	17,500	17,500	17,500
Waste Water	-	36,300	36,300
Capital Improvements	150,000	-	50,000
<b>ADMIN EXPENSES</b>	<b>903,244</b>	<b>1,022,716</b>	<b>1,183,859</b>

Town of Bartonville  
**GENERAL FUND**

Item 11.

	FY 2022 Budget	FY 2023 Adopted Budget	FY 2024 Proposed Budget
<b>POLICE DEPARTMENT</b>			
Salaries & Wages	482,282	595,835	670,027
Medical Benefits	68,000	97,113	100,415
Vehicle Maintenance	8,000	8,000	12,000
Operations & Supplies	15,900	20,000	20,000
Computer Software & Maintenance	51,800	20,000	29,631
Contracts	6,025	7,500	8,000
Dues & Memberships	1,000	1,000	1,000
Fuel & Lubricants	12,000	15,000	22,000
Insurance	28,172	32,917	32,917
Travel & Training	2,000	3,000	3,500
Uniforms	3,500	4,000	4,000
<b>POLICE EXPENSES</b>	<b>678,679</b>	<b>804,365</b>	<b>903,490</b>
<b>MUNICIPAL COURT</b>			
Municipal Court Expenses	6,600	5,400	6,600
<b>TOTAL EXPENDITURES</b>	<b>1,588,523</b>	<b>1,832,481</b>	<b>2,093,949</b>
<b>TRANSFERS FROM GENERAL FUND</b>			
Transfer to Street Fund	115,000	-	-
Transfer to Capital Imp Fund	25,000	10,000	10,000
Transfer to Grants (Lantana Town Center 380)	250,000	210,000	210,000
Transfer to Vehicle/Equip Replacement Fund	21,600	21,600	94,000
Transfer to Tax Note Fund	51,515	-	-
<b>TOTAL TRANSFERS</b>	<b>463,115</b>	<b>241,600</b>	<b>314,000</b>
<b>REV OVER/(UNDER) EXP &amp; TRANSFERS</b>	-	73,119	61,351
<b>ENDING FUND BALANCE</b>		<b>362,322</b>	<b>423,673</b>
<b>REVISED REV OVER/(UNDER) EXP</b>		73,119	61,351
<b>REVISED ENDING FUND BALANCE</b>		<b>362,322</b>	<b>423,673</b>

## Street Maintenance Sales Tax Restricted Fund

Item 11.

Fund: 170

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

Street Improvement Fund-Council Designated

Fund: 310

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

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Town of Bartonville  
Reserve Fund

Item 11.

Fund: 150

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

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### Economic Development Liability (Lantana Town Center Grants)

Fund: 180

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

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Town of Bartonville  
**Building Maintenance Fund**

Item 11.

Fund: 300

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

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Town of Bartonville  
**Vehicle Computer Fund**

Item 11.

Fund: 301

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

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## Tax Note Fund

Fund: 200

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

Court Security Fund-Restricted

Fund: 210

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

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Court Technology Fund - Restricted

Fund: 220

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

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### Court Truancy Fund - Restricted

Fund: 230

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

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Town of Bartonville  
Community Development Corporation

Item 11.

Fund: 800

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

Crime Control Prevention District

Fund: 900

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

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# TOWN COUNCIL COMMUNICATION

**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider approval of an ordinance ratifying Ad Valorem property tax revenue reflected in the adopted Fiscal Year October 1, 2023 to September 30, 2024 Annual Budget.

**SUMMARY:**

Per Texas State Laws, the Town is required to publish notice concerning the 2023 property tax rates for the Town of Bartonville regarding the no-new-revenue tax rate and the voter-approval tax rate and notice of the public meeting.

The proposed tax rate of \$0.173646 is more than the no-new-revenue tax rate and less than the voter-approval tax rate. As a result, the Town is not required to hold an election to seek voter approval of the rate, however, citizens may still express their support for or opposition to the proposed tax rate.

PROPOSED TAX RATE	\$0.173646 per \$100
NO-NEW-REVENUE TAX RATE	\$0.150525 per \$100
VOTER-APPROVAL TAX RATE	\$0.187639 per \$100

The proposed rate of \$0.173646 per assessed valuation is the current tax rate.

This ordinance apportions the tax levy for the purpose of defraying the current expenses of the General Fund; provides for the collection and payment of taxes and assesses penalties and interest for the nonpayment of taxes within the time set.

The total taxable value on the 2023 appraisal roll including estimated values is \$574,784,173. Once the tax rate is approved, the Town will be able to calculate its 2023 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses.

**FISCAL IMPACT:**

\$1,050,000 based on certified estimate roll at collection rate of 99.5%

**LEGAL REVIEW:**

Reviewed by Ed Voss, Town Attorney.

**RECOMMENDATION:**

I move that the property tax rate be increased by the adoption of a tax rate of 0.173646, which is effectively a 12.49 percent increase in the tax rate; and move to approve an ordinance adopting the 2023 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.173646 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Bartonville as of January 1, 2023.

**ATTACHMENTS:**

- Draft Ordinance
- Notice of Meeting

**TOWN OF BARTONVILLE, TEXAS  
ORDINANCE NO. XXX-2023**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF \$0.173646 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2023; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2023 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council hereby finds that the tax rate for the fiscal year beginning October 1, 2023, and ending September 30, 2024, hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

**WHEREAS**, the Town Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024; and

**WHEREAS**, pursuant to Section 26.061 of the Texas Tax Code, the Town Council published all required notices regarding the public hearing concerning the proposed tax rate and all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time; and

**WHEREAS**, the Town Council provided notice of the no-new revenue rate and voter approval rate as required by law; and

**WHEREAS**, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time.

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

**SECTION 1**

All of the above premises are hereby found to be true and correct legislative and factual determinations of the Town of Bartonville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2**

There be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, and for each fiscal year thereafter until otherwise provided, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Bartonville, Texas, and not exempt by the Constitution of the State and valid state laws, a tax rate of \$0.173646 on each One Hundred Dollars (\$100) assessed value of all taxable property within the Town, which shall be apportioned and distributed for the purpose of defraying the current expenses of the municipal government of the Town.

The property tax rate adopted does exceed the no-new revenue rate but does not exceed the voter-approval rate.

**THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$117,762 WHICH IS A 12.49 PERCENT INCREASE FROM LAST YEAR’S BUDGET, AND OF THAT AMOUNT \$24,810 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 9.59 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS FOR THE AVERAGE HOMESTEAD BY APPROXIMATELY \$128.33.**

**SECTION 3**

All ad valorem taxes shall become due and payable on October 1, 2023, and all ad valorem taxes shall become delinquent after January 31, 2024. There shall be no discount for payment of taxes prior to said January 31, 2024. If any person fails to pay said ad valorem taxes on or before January 31, 2024, the following penalties shall be payable thereon, to-wit:

- During the month of February 2024, six percent (6%)
- During the month of March 2024, seven percent (7%)
- During the month of April 2024, eight percent (8%)
- During the month of May 2024, nine percent (9%)
- During the month of June 2024, ten percent (10%)
- On or after July 1, 2024, twelve percent (12%)

**SECTION 4**

Taxes shall be payable at the offices of the Denton County Tax Office. The Town shall have available all rights and remedies provided by law for enforcement of the collection of taxes levied under this Ordinance.

**SECTION 5**

All delinquent taxes shall bear interest at the rate of twelve percent (12%) per annum, in addition to the penalties.

**SECTION 6**

The Town Council hereby accepts the 2023 tax rolls of the Town of Bartonville, Texas, based upon the certified appraisal roll and roll under protest as approved by the Appraisal Review Boards of the Denton Central Appraisal District, to be used for the authorized collection of ad valorem taxes for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.

**SECTION 7**

Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2023 taxes and taxes for all subsequent years become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount of twenty percent (20%) of the total amount of tax, penalty and interest then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2024.

**SECTION 8**

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the Town further provides that all 2023 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

**SECTION 9**

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

**SECTION 10**

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 11**

The fact that it is necessary that this Ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, requires that this Ordinance shall take effect from and after its passage as the law in such cases provides.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_ ON THIS 19th DAY OF SEPTEMBER 2023.**

<b>Vote on Motion</b>	<b>For</b>	<b>Against</b>
Matt Chapman, Mayor Pro Tem		
Jim Roberts, Place 1		
Clay Sams, Place 3		
Keith Crandall, Place 4		
Margi Arens, Place 5		

**APPROVED:**

\_\_\_\_\_  
Jaclyn Carrington, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannon Montgomery, TRMC, Town Secretary

# NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.173646 per \$100 valuation has been proposed by the governing body of the TOWN OF BARTONVILLE.

PROPOSED TAX RATE	\$0.173646 per \$100
NO-NEW-REVENUE TAX RATE	\$0.150525 per \$100
VOTER-APPROVAL TAX RATE	\$0.187639 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for the TOWN OF BARTONVILLE from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that the TOWN OF BARTONVILLE may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the TOWN OF BARTONVILLE is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 19, 2023 at 6:30PM at the Town of Bartonville, Texas, 1941 E Jeter Road, Bartonville, Texas 76226.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF BARTONVILLE is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Town Council of TOWN OF BARTONVILLE at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE  
CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

## **FOR the proposal:**

Jim Roberts, Council Member – Place 1  
Mayor Pro Tem Matt Chapman – Place 2  
Clay Sams, Council Member – Place 3

Keith Crandall Council Member – Place 4  
Margie Arens Council Member – Place 5

**AGAINST the proposal: NONE**

**PRESENT and not voting:** Mayor Jaclyn Carrington

**ABSENT: NONE**

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the TOWN OF BARTONVILLE last year to the taxes proposed to be imposed on the average residence homestead by the TOWN OF BARTONVILLE this year.

	<b>2022</b>	<b>2023</b>	<b>Change</b>
<b>Total tax rate (per \$100 of value)</b>	\$0.173646	\$0.173646	increase of 0.000000, or 0.00%
<b>Average homestead taxable value</b>	\$770,773	\$844,677	increase of 73,904, or 9.59%
<b>Tax on average homestead</b>	\$1,338.42	\$1,466.75	increase of 128.33, or 9.59%
<b>Total tax levy on all properties</b>	\$806,804	\$953,633	increase of 146,829, or 18.20%

For assistance with tax calculations, please contact the tax assessor for the TOWN OF BARTONVILLE at 817- 693-5280 or [info@townofbartonville.com](mailto:info@townofbartonville.com), or visit [www.townofbartonville.com](http://www.townofbartonville.com) for more information.



# TOWN COUNCIL COMMUNICATION

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**DATE** September 29, 2023

**FROM:** Ed Voss, Town Attorney

**AGENDA ITEM:** Discuss and consider the approval of a Resolution providing the Town's consent to the creation of the Furst Ranch Municipal Utility District No. 1 of Denton County.

**RECOMMENDED MOTION OR ACTION:**

Motion to approve a Resolution providing the Town's consent to the creation of the Furst Ranch Municipal Utility District No. 1 of Denton County.

**ATTACHMENTS:**

- Resolution



Resolution No. \_\_\_\_\_

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, GRANTING CONSENT TO CREATION OF FURST RANCH MUNICIPAL UTILITY DISTRICT NO. 1 OF DENTON COUNTY AND THE INCLUSION OF 461.859 ACRES OF LAND INTO THE DISTRICT**

**WHEREAS**, the Town of Bartonville, Texas (the “Town”), received a request for consent to the creation of Furst Ranch Municipal Utility District No. 1 of Denton County (the “District”) encompassing approximately 461.859 acres;

**WHEREAS**, the District will be created and organized under the terms and provisions of Article XVI, Section 59, and Article III, Section 52, of the Constitution of Texas, and Chapters 49 and 54, of the Texas Water Code, as amended; and

**WHEREAS**, Section 54.016 of the Texas Water Code provides that land within a city or within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without such city’s consent; **NOW, THEREFORE**,

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

**Section 1.** The Town Council of the Town hereby grants its written consent to the creation of **FURST RANCH MUNICIPAL UTILITY DISTRICT NO. 1 OF DENTON COUNTY**, and inclusion of approximately 461.859 acres of land described in Exhibit A into the District.

**Section 2.** It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the Town Council was posted at a place convenient to the public at the Town Hall of the Town for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. Town Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

**Section 3.** This Resolution shall take effect immediately upon its first and final reading and the passage and approval.

PASSED AND ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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Town Secretary

EXHIBIT A

LEGAL DESCRIPTION FOR  
**FURST RANCH MUNICIPAL UTILITY DISTRICT NO. 1 OF DENTON COUNTY**  
**CONTAINING 461.859 ACRES**

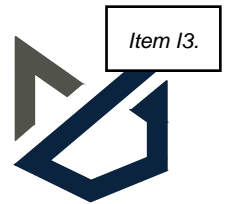
All that certain lot, tract, or parcel of land, situated in a portion of the Pinson Wiles Survey, Abstract No. 1339, the A. M. Feltus Survey, Abstract No. 1595, Denton County, Texas, being all of that certain called 131.307 acre tract described in a deed to Old WR Ranch 1, L.P. recorded in Document No. 2000-37966 of the Deed Records of Denton County, Texas (DRDCT), all of that certain called 0.2809 acre tract described in a deed to Old WR Ranch 1, L.P. recorded in Document No. 2004-71977 (DRDCT), part of a called 1,129.061 acre tract described as Tract A in a deed to Old WR Ranch 1, L.P. recorded in Document No. 2000-41222 (DRDCT), all of that certain called 72.7 acre tract described in deeds to Louise Mae Hacker Tenorio recorded in Document No. 2001-76464 (DRDCT), Delbert M. Hacker, Jr. recorded in Document No. 2001-76465 (DRDCT), Mary Ozella Hacker Coleman recorded in Document No. 2001-76466 (DRDCT), and being more completely described as follows, to-wit:

**BEGINNING** at a 1/2" iron rod found for the Northeast corner of said 131.307 acre tract, the Northwest corner of Lot 1 of Springfield Subdivision recorded in Cabinet F, Slide 321 of the Plat Records of Denton County, Texas (PRDCT), and being in the South line of Lot 2, Block 2 of Glenview Estates recorded in Cabinet B, Slide 235 (PRDCT);

**THENCE** South 00 deg. 45 min. 23 sec. East departing said South line and continue along the East line of said 131.307 acre tract and the West line of said Springfield Subdivision, a distance of 1,613.39 feet to a 1/2" iron rod found for an ell corner of said 131.307 acre tract and the Southwest corner of Lot 3 of said Springfield Subdivision;

**THENCE** North 89 deg. 38 min. 12 sec. East along a North line of said 131.307 acre tract, the North line of said 72.7 acre tract, and the South line of said Springfield Subdivision, a distance of 479.48 feet to a 1/2" capped iron rod set stamped "GMcivil", hereinafter referred to as 1/2" capped iron rod set, for the Northeast corner of said 72.7 acre tract and the Northwest corner of a called 9.755 acre tract described in a deed to Delbert M. Hacker, Jr. recorded in Document No. 2001-76461 (DRDCT);

**THENCE** South 01 deg. 15 min. 01 sec. East departing said South line and continue along the East line of said 72.7 acre tract and the West line of said 9.755 acre tract, a distance of 1,554.52 feet to a 1/2" capped iron rod set for the



Southeast corner of said 72.7 acre tract, the Southwest corner of said 9.755 acre tract, and being in a North line of said 1,129.061 acre tract;

**THENCE** North 89 deg. 22 min. 59 sec. East along said North line and the South line of said 9.755 acre tract, a distance of 256.76 feet to a 1/2" iron rod found (bent) for the Southeast corner of said 9.755 acre tract and the Southwest corner of a called 54.12 acre tract described in a deed to S&P Nine, LLC recorded in Document No. 2021-87617 (DRDCT);

**THENCE** North 89 deg. 06 min. 27 sec. East along said North line and the South line of said 54.12 acre tract, a distance of 1,103.34 feet to a 5/8" capped iron rod found stamped "WALTERS" for an ell corner of same;

**THENCE** South 05 deg. 42 min. 36 sec. East along an East line of said 1,129.061 acre tract and a West line of said 54.12 acre tract, a distance of 313.76 feet to a 6" wood fence corner for the most southerly Southwest corner of said 54.12 acre tract and an ell corner of said 1,129.061 acre tract;

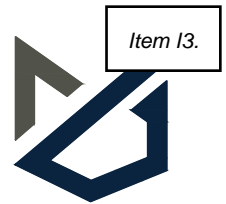
**THENCE** South 83 deg. 08 min. 03 sec. East along a North line of said 1,129.061 acre tract and the South line of said 54.12 acre tract, a distance of 135.75 feet to a 5/8" capped iron rod found stamped "WALTERS" for the Southeast corner of said 54.12 acre tract and the most southerly Southwest corner of Lot 2, Block A of Robert Evans Ranch Addition recorded in Document No. 2020-383 (PRDCT);

**THENCE** North 87 deg. 24 min. 15 sec. East along a North line of said 1,129.061 acre tract and the South line of said Lot 2, Block A, a distance of 1,197.72 feet to a 30" Oak Tree;

**THENCE** South 88 deg. 55 min. 31 sec. East along said North and South lines, a distance of 672.12 feet to a 5" metal fence corner for the most easterly Northeast corner of said 1,129.061 acre tract and the most northerly Northwest corner of a called 477.2310 acre tract described in a deed to CTMGT Montalcino, LLC recorded in Document No. 2011-121575 (DRDCT);

**THENCE** South 01 deg. 15 min. 16 sec. East departing said South line and continue along the East line of said 1,129.061 acre tract and a West line of said 477.2310 acre tract, a distance of 1,640.18 feet to a 5/8" iron rod found for the most easterly Southeast corner of said 1,129.061 acre tract;

**THENCE** South 88 deg. 45 min. 05 sec. West along a South line of said 1,129.061 acre tract, a distance of 1,681.13 feet to a 5/8" capped iron rod found stamped



"1640" for an ell corner of same and being the Northwest corner of Lot 38X, Block G of Montalcino Estates, Phase 2 recorded in Document No. 2018-355 (PRDCT);

**THENCE** North 00 deg. 00 min. 00 sec. East departing said deed line and continue along the City Limit line of Flower Mound per Ordinance No. 54-10, a distance of 384.14 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 59 min. 18 sec. West along said City Limit line, a distance of 4,453.97 feet to a 1/2" capped iron rod set in a West line of said 1,129.061 acre tract and the East line of a called 251.99 acre tract described as Tract II in a deed to Old WR Ranch I, L.P. recorded in Document No. 2000-37964 (DRDCT);

**THENCE** North 00 deg. 03 min. 04 sec. West along said City Limit line and said East and West lines, a distance of 125.49 feet to a 1/2" capped iron rod set for the Northeast corner of said 251.99 acre tract and an ell corner of said 1,129.061 acre tract;

**THENCE** North 89 deg. 19 min. 10 sec. West along said City Limit line, the North line of said 251.99 acre tract, and the South line of said 1,129.061 acre tract, a distance of 612.47 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 03 min. 25 sec. West departing said North and South lines and continue along said City Limit line, a distance of 1,655.06 feet to a 8" wood fence corner for an ell corner of said 1,129.061 acre tract and the Southwest corner of said 72.7 acre tract;

**THENCE** North 00 deg. 09 min. 27 sec. East along an East line of said 1,129.061 acre tract, the West line of said 72.7 acre tract, and along said City Limit line, a distance of 895.17 feet to a 1/2" iron rod found for the Northwest corner of said 72.7 acre tract and the Southwest corner of said 131.307 acre tract;

**THENCE** North 00 deg. 28 min. 00 sec. West along an East line of said 1,129.061 acre tract, the West line of said 131.307 acre tract, and along said City Limit line, a distance 706.45 feet to a 1/2" iron rod found for the most northerly Northeast corner of said 1,129.061 acre tract, the Southeast corner of a called 37.245 acre tract described in a deed to Old WR Ranch 1, L.P. recorded in Volume 4576, Page 1853 (DRDCT), and being in the West line of said 131.307 acre tract;

**THENCE** North 00 deg. 32 min. 54 sec. West along the East line of said 37.245 acre tract and the West line of said 131.307 acre tract, a distance of 1,314.85 feet to

the Northwest corner of said 131.307 acre tract and the Southwest corner of said 0.2809 acre tract;

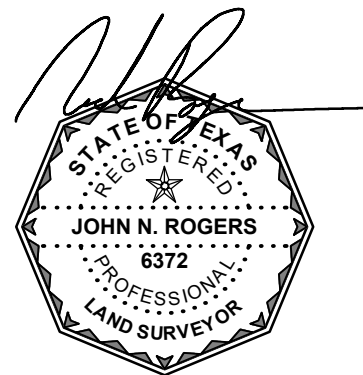
THENCE North 00 deg. 23 min. 00 sec. West along said East line and the West line of said 0.2809 acre tract, a distance of 121.73 feet to a 1/2" capped iron rod set for the most northerly corner of said 0.2809 acre tract and being in the Southwest line of Lot 1, Block 1 of Liberty Christian School recorded in Cabinet Y, Slide 457 (DRDCT);

**THENCE** South 59 deg. 47 min. 05 sec. East along the Northeast line of said 0.2809 acre tract and said Southwest line, a distance of 233.86 feet to a 1/2" capped iron rod set for the most easterly corner of said 0.2809 acre tract and being in the North line of said 131.307 acre tract;

**THENCE** North 88 deg. 51 min. 05 sec. East along said North line and the South line of said Lot 1, Block 1, a distance of 908.50 feet to a 1/2" iron rod found;

**THENCE** South 89 deg. 52 min. 18 sec. East along said North and South lines, a distance of 959.16 feet to a 1/2" capped iron rod set for the Southeast corner of said Lot 1, Block 1 and being the Southeast corner of said Glenview Estates;

**THENCE** South 89 deg. 58 min. 26 sec. East along said North and the South line of said Glenview Estates, a distance of 730.98 feet to the **POINT OF BEGINNING**, containing 20,118,561 square feet or 461.859 acres of land, more or less.



9/12/2023



# TOWN COUNCIL COMMUNICATION

**DATE:** September 19, 2023

**FROM:** Shannon Montgomery, Town Secretary

**AGENDA ITEM:** Discuss and consider approval of Resolutions appointing members to the Board of Adjustment, Planning & Zoning Commission, Bartonville Community Development Corporation, and the Crime Control and Prevention District.

**SUMMARY:**

There are thirteen (13) positions with terms that expire in September 2023, including one (1) vacancy on the Town of Bartonville Planning and Zoning Commission.

At the July 25, 2023 Town Council Meeting, the Town Council appointed Mayor Pro Tem Matt Chapman and Planning and Zoning Commission Chair Gloria McDonald to review applications and, if needed, interview applicants, and bring a recommendation to the Town Council.

**RECOMMENDED MOTION OR ACTION:**

Separate motions and votes will need to be made for each Board as follows:

- Move to approve a Resolution appointing XX persons to the Board of Adjustment.
- Move to approve a Resolution appointing XX persons to the Planning and Zoning Commission.
- Move to approve a Resolution appointing XX persons to the Bartonville Community Development Corporation.
- Move to approve a Resolution appointing XX persons of the Crime Control and Prevention District.

**ATTACHMENTS:**

- Current Roster of Boards and Commissions with a listing of applicants
- Resolution appointing persons to the Board of Adjustment
- Resolution appointing persons to the Planning and Zoning Commission
- Resolution appointing persons to the Bartonville Community Development Corporation
- Resolution appointing persons to the Crime Control and Prevention District

**Town of Bartonville**  
**Boards and Commission Roster 2022-2023**

Item 14.

<b>Board of Adjustment</b>	<b>Appointed</b>	<b>Expires</b>	
Kathy Daum	2003	Sep-24	
Donna Baumgarner	2014	Sep-24	
<b>Rick Lawrence - Choice 2</b>	2019	Sep-23	reapplied
<b>Del Knowler - Only Choice</b>	2011	Sep-23	reapplied
<b>Jim Lieber - Choice 1</b>	2016	Sep-23	reapplied
Siobhan O'Brien, Alternate 1	2022	Sep-24	
<b>Rebecca Jenkins, Alternate 2 - Choice 2</b>	2022	Sep-23	reapplied

<b>Planning &amp; Zoning Commission</b>	<b>Appointed</b>	<b>Expires</b>	
Ralph Arment	1988	Sep-24	
Gloria McDonald	1998	Sep-24	
Brenda Hoyt-Stenovich	2014	Sep-24	
<b>Don Abernathy - Only Choice</b>	2000	Sep-23	reapplied
<b>VACANT</b>		Sep-23	
Larry Hayes, Alternate 1	2021	Sep-24	
<b>Pat Adams, Alternate 2 - Choice 1</b>	2022	Sep-23	reapplied

<b>Bartonville Community Development</b>	<b>Appointed</b>	<b>Expires</b>	
Jim Foringer	2006	Sep-24	
Terry Rock	2014	Sep-24	
Brenda Latham	2021	Sep-24	
James Kennemer	2022	Sep-24	
<b>Dwain Skrobarcek</b>	2015	Sep-23	
<b>Jim Langford</b>	2015	Sep-23	reapplied
<b>Randy Van Alstine - Choice 1</b>	2014	Sep-23	reapplied

<b>Crime Control and Prevention District</b>	<b>Appointed</b>	<b>Expires</b>	
Lori Van Alstine	2014	Aug-24	
Jennifer Buck	2022	Aug-24	
Johnny Jones	2012	Aug-24	
Kevin Oldham	2018	Aug-24	
<b>Chris Colbert - Only Choice</b>	2011	Aug-23	reapplied
<b>Donald (Deke) Dunlap - Choice 2</b>	2021	Aug-23	reapplied
<b>Jeff Grubb - Choice 1</b>	2011	Aug-23	reapplied

<b>New/Multiple Applications</b>	
Donald "Deke" Dunlap	1 - P&Z <b>2 - CCPD</b> 3 - BCDC
Heather Head*	1 - P&Z
Jeff Grubb	<b>1 - CCPD</b> 2 - P&Z 3 - BOA 4 - BCDC
Jim Lieber	<b>1 - BOA</b> 2 - P&Z 3 - CCPD 4 - BCDC
Pat Adams	<b>1 - P&amp;Z</b> 2 - BOA
Randy Van Alstine	<b>1 - BCDC</b> 2 - P&Z 3 - BOA
Rebecca Jenkins	1 - P&Z <b>2 - BOA</b> 3 - BCDC
Rick Lawrence	1 - P&Z <b>2 - BOA</b>
Herman Graffunder*	1 - P&Z

\* New Applicant

UPPER TRINITY REGIONAL WATER DISTRICT - TOWN REPRESENTATIVE: Del Knowler  
 DENTON COUNTY EMERGENCY SERVICES DISTRICT ESD #1 - TOWN REPRESENTATIVE - Jim Strange



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

**A RESOLUTION OF THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS,  
PROVIDING FOR THE APPOINTMENT OF PERSONS TO SERVE A TWO-YEAR TERM  
ON THE TOWN OF BARTONVILLE BOARD OF ADJUSTMENT.**

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

**WHEREAS**, Section 1.04.062 of the Town of Bartonville’s Code of Ordinances provides for the appointment of members to the Board of Adjustment for the Town; and

**WHEREAS**, Section 211.008 of the Texas Local Government Code provides that the governing body of a general law municipality may provide for the appointment of a Board of Adjustment.

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

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

**Section 2:** THAT the following persons are hereby appointed to serve on the Town of Bartonville Board of Adjustment effective October 1, 2023, for a two-year term expiring September 30, 2025.

**Regular Members:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Alternate #2:**

\_\_\_\_\_

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

**PASSED AND APPROVED this the 19th day of September 2023.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Jaclyn Carrington, Mayor

\_\_\_\_\_  
Shannon Montgomery, TRMC, Town Secretary

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

**A RESOLUTION OF THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS,  
PROVIDING FOR THE APPOINTMENT OF MEMBERS TO THE TOWN OF  
BARTONVILLE PLANNING AND ZONING COMMISSION.**

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

**WHEREAS**, Section 1.04.031 of the Town of Bartonville’s Code of Ordinances a Planning and Zoning Commission for the Town; and

**WHEREAS**, Section 1.04.031 of the Town of Bartonville’s Code of Ordinances provides for the appointment of members to the Town of Bartonville Planning and Zoning Commission; and

**WHEREAS**, Section 211.007 of the Texas Local Government Code provides that the governing body of a general law municipality may appoint a Zoning Commission to recommend boundaries for the original zoning districts and appropriate zoning regulations for each district.

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

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

**Section 2:** THAT the following persons are hereby appointed to serve on the Town of Bartonville Planning and Zoning Commission, effective October 1, 2023, for a two-year term expiring September 30, 2025:

**Regular Members:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**Alternate #2:**

\_\_\_\_\_

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

**PASSED AND APPROVED this the 19th day of September 2023.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Jaclyn Carrington, Mayor

\_\_\_\_\_  
Shannon Montgomery, TRMC, Town Secretary

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

**A RESOLUTION OF THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS,  
PROVIDING FOR THE APPOINTMENT OF PERSONS TO SERVE A TWO-YEAR TERM  
ON THE BOARD OF DIRECTORS OF THE BARTONVILLE COMMUNITY  
DEVELOPMENT CORPORATION.**

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

**WHEREAS**, on February 4, 2002, Town of Bartonville voters approved the adoption an additional Sales and Use Tax for projects authorized by Section 4B of the Development Corporation Act of 1979, Tex. Rev. Civ. Stat. Ann. Art. 5190.6, as amended (hereinafter “The Development Corporation Act”); and

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

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

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

**Section 2:** THAT the following persons are hereby appointed to serve on the Board of Directors of the Bartonville Community Development Corporation, effective October 1, 2023, for a two-year term expiring September 30, 2025:

**Regular Members:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

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

**PASSED AND APPROVED this the 19th day of September 2023.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Jaclyn Carrington, Mayor

\_\_\_\_\_  
Shannon Montgomery, TRMC, Town Secretary

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

**A RESOLUTION OF THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS, PROVIDING FOR THE APPOINTMENT OF PERSONS TO SERVE A TWO-YEAR TERM ON THE BOARD OF DIRECTORS OF THE BARTONVILLE CRIME CONTROL AND PREVENTION DISTRICT.**

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

**WHEREAS**, Chapter 363 of the Texas Local Government Code (the “Code”) provides for the creation of a crime control and prevention district by a municipality located within a county with a population of more than 5,000; and

**WHEREAS**, at an election held on May 8, 2010, the voters approved the adoption of a one-quarter of one percent (.25%) local sales tax for crime control and prevention; and

**WHEREAS**, on July 10, 2010, the Town Council of the Town of Bartonville, appointed the initial members of the Bartonville Crime Control and Prevention District Board of Directors to each serve staggering two-year terms.

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

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

**Section 2:** THAT the following persons are hereby appointed to serve on the Board of Directors of the Bartonville Crime Control and Prevention District, effective October 1, 2023, for a two-year term expiring September 30, 2025:

**Regular Members:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

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

**PASSED AND APPROVED this the 19th day of September 2023.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Jaclyn Carrington, Mayor

\_\_\_\_\_  
Shannon Montgomery, TRMC, Town Secretary



# TOWN COUNCIL COMMUNICATION

**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider approval of a Local Agreement between the Town of Bartonville and the Denton County District Attorney's Office in regard to distribution of contraband seized and forfeited under Chapter 59 and Article 18.18 of the Texas Code of Criminal Procedure; and authorize the Mayor and Town Administrator to execute agreement on behalf of the Town.

**SUMMARY:**

The Bartonville Police Department has been participating in a local agreement with the Denton County District Attorney's office for several years. The purpose of the local agreement is it will govern both Chapter 59 and Article 18.18 forfeiture cases handled by the Denton County District Attorney's Office filed on behalf of the Bartonville Police Department.

**FISCAL INFORMATION:**

No new impact projected to proposed budget. This agreement deals only with forfeitures and how proceeds are distributed in such cases.

**RECOMMENDED MOTION OR ACTION:**

Move to approve the Local Agreement between the Town of Bartonville and the Denton County District Attorney's Office in regard to distribution of contraband seized and forfeited under Chapter 59 and Article 18.18 of the Texas Code of Criminal Procedure; and authorize the Mayor and Town Administrator to execute agreement on behalf of the Town.

**ATTACHMENTS:**

- Local Agreement



Paul Johnson

**Criminal District Attorney**

Denton County Courts Building

1450 E. MCKINNEY, STE 3100

P. O. BOX 2344

DENTON, TEXAS 76202

Main Number 940-349-2600

Main Fax 940-349-2601

Hot Checks 940-349-2700

www.dentoncounty.com

August 29, 2023

BARTONVILLE POLICE DEPARTMENT

1941 E. Jeter Road

Bartonville, Texas 76226

**NOTICE OF INTENT TO TERMINATE EXISTING LOCAL AGREEMENT  
AND ENTER INTO NEW LOCAL AGREEMENT**

**RE: Local Agreement between the Denton County District Attorney's Office and LOCAL AGENCY in regards to seizures filed under Chapter 59 and Article 18.18 of the Texas Code of Criminal Procedure in Denton County, Texas**

Dear Whom It May Concern:

Your Agency is receiving this notice because a local agreement currently exists between your Agency and the Denton County District Attorney's Office in regards to distribution of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure "hereinafter Existing Local Agreement."

Our office has seen an increase in personal property consisting of stocks, bonds, securities, Cryptocurrencies, negotiable instruments, jewelry, precious metals, and coins. These items are being used as a means of hiding proceeds from law enforcement. Additionally, there has been an increase in negotiated cash settlements in lieu of forfeiting property. In response, our office is adjusting the local agreements with each of our agencies.

Accordingly, the first purpose of this Notice is to inform you that Denton County District Attorney's Office is terminating the above-referenced Agreement under and in accordance with the Article IV of the Existing Local Agreement, which states that either party can terminate the agreement with thirty (30) days prior written notice. The Existing Local Agreement **shall**

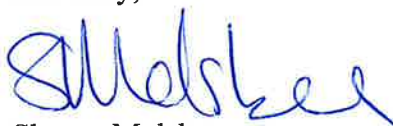
Notice of Intent to Terminate and Enter Into New Local Agreement

**terminate September 31, 2023.**

The second purpose of this letter is to enter into a new local agreement that would govern **both Chapter 59 and Article 18.18 forfeiture** cases handled by the Denton County District Attorney's Office filed on behalf of your Agency "hereinafter New Local Agreement." The New Local Agreement is attached for your review and signature. Once executed by all appropriate parties and received by our office, the New Local Agreement **shall take effect on October 1, 2023.**

Please review and sign the attached document. Should you have any questions regarding this Notice or the New Local Agreement, please do not hesitate to contact me.

Sincerely,



Sheena Molsbee  
Assistant District Attorney  
Denton County, Texas  
940-349-2760  
[sheena.molsbee@dentoncounty.gov](mailto:sheena.molsbee@dentoncounty.gov)

Enclosures

*Local Agreement Respecting Forfeited Contraband Under Chapter 59  
and Article 18.18, Texas Code of Criminal Procedure*

**LOCAL AGREEMENT RESPECTING FORFEITED CONTRABAND  
UNDER CHAPTER 59 AND ARTICLE 18.18, TEXAS CODE  
OF CRIMINAL PROCEDURE  
DENTON COUNTY, TEXAS**

Item 15.

***BARTONVILLE POLICE DEPARTMENT***

This LOCAL AGREEMENT is made and entered into by and between the BARTONVILLE POLICE DEPARTMENT, hereinafter “the AGENCY,” and the Denton County Criminal District Attorney’s Office, hereinafter “the DISTRICT ATTORNEY.”

**WITNESSETH:**

WHEREAS, the AGENCY and the DISTRICT ATTORNEY desire to enter into an agreement regarding disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure and Article 18.18 of the Texas Code of Criminal Procedure; and

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be “contraband” as defined by Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, Article 18.18 of the Texas Code of Criminal Procedure provides for forfeiture, to the State, any political subdivision of the State, or to any institution or agency, of items believed to be gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined under Article 18.18 of the Texas Code of Criminal Procedure.

WHEREAS, the DISTRICT ATTORNEY represents the State of Texas in all cases regarding the forfeiture of contraband seized in Denton County, Texas, pursuant to Chapter 59 of the Code of Criminal Procedure and Article 18.18 of the Code of Criminal Procedure.

NOW, therefore, this Local Agreement is hereby made and entered into by the AGENCY and the DISTRICT ATTORNEY for the mutual consideration stated herein:

**ARTICLE I.**

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of contraband, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of contraband forfeited under Chapter 59 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) Personal property consisting of stocks, bonds, securities, Cryptocurrencies, negotiable instruments and other documents representing things of value, jewelry, precious metals, and coins shall be sold and the proceeds allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Article I, Section (A)(1) above. For all other personal property the AGENCY will receive, one hundred percent (100%) of the proceeds from the sale of **personal property**



seized and forfeited that the AGENCY does not use in its law enforcement operations.

- (3) The AGENCY shall pay the DISTRICT ATTORNEY the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for each final judgment obtained for the forfeiture of a **motor vehicle**. If a motor vehicle is the subject of a final judgment of forfeiture, the AGENCY has the option of taking title to said vehicle and using it for law enforcement purposes in the investigation of alleged violations of the criminal laws of the State of Texas pursuant to the requisites of Chapter 59 of the Texas Code of Criminal Procedure. All costs associated with the use of the motor vehicle shall be borne by the party using said vehicle.
- (4) Proceeds from the sale of **real property** seized and forfeited shall be negotiated between the AGENCY and the DISTRICT ATTORNEY on a case-by-case basis prior to commencement of litigation by the DISTRICT ATTORNEY.
- (5) On property seized other than, cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (6) The AGENCY shall pay for all court costs and litigation expenses related to forfeiture proceedings. All costs of title searches and title policies for the forfeiture of real property shall be paid by the AGENCY. All other costs and expenses related to forfeiture proceedings, including the costs of storage, maintenance and auctions of vehicles and property held pending a final forfeiture judgment, shall be paid by the AGENCY.
- (7) It is further specifically agreed by the parties that if special circumstances dictate that a different percentage other than that set out in this Local Agreement should be awarded to the DISTRICT ATTORNEY, that this Local Agreement may be specifically modified in writing by the written consent of both parties prior to the commencement of litigation by the DISTRICT ATTORNEY.

B. All currency seized by the AGENCY under Chapter 59 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Chapter 59 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article I, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY’s share of forfeited currency; all proceeds from the sale of personal property; all proceeds from the sale of real property; the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for forfeited motor vehicles; and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of real property, motor vehicles and personal property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the BARTONVILLE POLICE DEPARTMENT solely for law enforcement purposes.

## ARTICLE II.

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of the forfeited property and proceeds under Article 18.18 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) On property seized other than cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (3) The AGENCY will receive one hundred percent (100%) of the proceeds from the sale of **all other property** seized and forfeited, but not negotiated to cash settlements, that the AGENCY does not use in its law enforcement operations.

B. All currency seized by the AGENCY under Article 18.18 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Article 18.18 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article II, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Article 18.18 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY's share of forfeited currency and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of forfeited property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the BARTONVILLE POLICE DEPARTMENT solely for law enforcement purposes.

## ARTICLE III.

This Local Agreement shall apply to currency, real property, personal property and motor vehicles seized for forfeiture purposes by the AGENCY effective upon date of signature by all parties. Currency, real property, motor vehicles and personal property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken. Payments to the DISTRICT ATTORNEY shall be made monthly. Each payment shall be based upon the amount of currency forfeited to the State of Texas in that period; upon the proceeds of the sale of forfeited personal property in that period; upon the proceeds of the sale of forfeited real property in that period; upon the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for all motor vehicles forfeited to the AGENCY in that period; and upon the cash settlements negotiated in lieu of forfeiture to the

AGENCY. All costs of court proceedings shall be paid by the AGENCY including the cost of titles searched and title policies issued.

**ARTICLE IV.**

In the event of a special circumstance where the DISTRICT ATTORNEY is required to expend significant time and effort in planning for a forfeiture case, it will be developed as a joint investigation with the AGENCY with the option of the percentage apportioned between parties being modified in a manner commensurate with the time and effort required by each of the Parties and a written Addendum to this Local Agreement will be executed by the parties as it pertains to the particular seizure.

**ARTICLE V.**

The term of this Local Agreement shall be for a period of one (1) year from the date of execution of this agreement. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

**ARTICLE VI.**

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

**If intended for the AGENCY:**

BARTONVILLE POLICE DEPARTMENT  
1941 E. Jeter Road  
Bartonville, TX 76226

**If intended for the DISTRICT ATTORNEY:**

Denton County Criminal District Attorney  
1450 E. McKinney Street, Suite 3100  
Denton, Texas 76209

**SIGNED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CRIMINAL DISTRICT ATTORNEY  
DENTON COUNTY, TEXAS

BARTONVILLE POLICE DEPARTMENT

\_\_\_\_\_  
Paul Johnson  
Criminal District Attorney  
Denton County, Texas

\_\_\_\_\_  
Chief of Police

TOWN OF BARTONVILLE

\_\_\_\_\_  
Mayor



# TOWN COUNCIL COMMUNICATION

**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider approval of an agreement between the Town of Bartonville and NewQuest granting FLOCK Safety permission to install license plate reader cameras on the NewQuest property located in the Lantana Town Center; and authorize the Town Administrator to execute agreement on behalf of the Town.

**SUMMARY:**

The Town of Bartonville received a grant from the Denton County Development District #4 for 6 FLOCK Safety license plate reader cameras to be installed in the Lantana Town Center property, located at 3400 and 3500 E. FM 407. The Town of Bartonville just recently obtained written permission from the property owners to move forward with the installation.

**FISCAL INFORMATION:**

Budgeted: NO                      Amount: \$0.00                      GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Move to approve the agreement between the Town of Bartonville and NewQuest granting FLOCK Safety permission to install license plate reader cameras on the NewQuest property located in the Lantana Town Center; and authorize the Town Administrator to execute agreement on behalf of the Town.

**ATTACHMENTS:**

- NewQuest agreement



August 22, 2023

**VIA EMAIL**

Bartonville Police Department  
1941 E. Jeter Road  
Bartonville, Texas 76226

***RE: Installation of license plate reader cameras by Bartonville Police Department ("Agency") on certain retail premises owned by A-S 114 Lantana Town Center, L.P., a Texas limited partnership ("Landlord") and commonly referred to as Lantana Town Center in Bartonville, Texas (the "Center")***

To Whom It May Concern:

Landlord is in receipt of Agency's request to install license plate reader still cameras within the Center. Landlord agrees to grant Agency's request subject to the terms contained in this letter (the "**Letter Agreement**").

Landlord agrees that Agency may, at Agency's sole costs and expense, during the period between the date of this letter and December 31, 2023, at time(s) and date(s) to be mutually agreed upon by the Agency and Landlord, install up to six (6) cameras and poles (collectively, the "**Camera Equipment**") on within the Center for the sole purpose of assisting the Agency in the prevention of crime, in each case in locations consented to in advance by Landlord, such consent not to be unreasonably withheld. For the avoidance of doubt, Landlord shall be deemed to have exercised reasonable discretion in rejecting the proposed locations on which Agency requests to install any Camera Equipment is such installation would constitute a breach by Landlord under any agreement to which Landlord or any of Landlord's affiliates is a party, including, but not limited to, any lease agreements for space within, or recorded restrictions covering all or any part of, the Center. Prior to the installation of any Camera Equipment, Agency shall provide to Landlord written notice, along with plans and specifications for such Camera Equipment, including the proposed location within the Center for the installation of the Camera Equipment. Landlord assumes no obligation or liability for such Camera Equipment. Within thirty (30) days following the date on which the Agency provides such notice and accompanying materials, Landlord will either provide written notice to Agency approving the installation of the Camera Equipment in accordance with the Agency's notice or providing the reasonably specific basis for rejecting such requested installation. If Landlord rejects an Agency request to install Camera Equipment in accordance with the immediately preceding sentence, Agency and Landlord agree to cooperate in good faith to mutually agree on the plans and specifications of, and locations within in the Center on which the Agency may install, the Camera Equipment. During the installation,

and subsequent operation, repair, and removal, of the Camera Equipment, Agency shall not materially interfere with the business or operation of the Center by Landlord, any tenant of the Center, or any of their respective employees, agents, customers, or invitees. Agency, at its sole cost and expense, shall maintain the Camera Equipment. Agency and its agents, engineers, contractors, and other representatives shall have the right, at Agency's sole costs and expense and upon reasonable prior notice to Landlord, to enter upon the Center to perform the rights and obligations contained in this Letter Agreement.

The rights granted to Agency hereunder shall terminate upon the earlier of (i) ninety (90) days following prior written notice by either party hereto delivered to the other party in accordance with the terms hereof; or (ii) the date on which Agency ceases to use or monitor the Camera Equipment for the purposes permitted hereunder. Upon any such termination, Agency shall remove the Camera Equipment and repair all damage in connection therewith at its sole costs and expense. If Agency shall fail to do so within thirty (30) days after the effective date of any such termination, Landlord shall have the right (but not the obligation) to do so, and Agency shall pay all reasonable out-of-pocket costs incurred by Landlord in connection therewith, to the extent permitted under applicable law. This paragraph shall survive the termination of this Letter Agreement.

To the extent permitted under applicable law, Agency shall defend, indemnify, and hold harmless Landlord, its parents and affiliates, and their respective officers, directors, partners, managers, employees, agents, licensees, contractors, attorneys, successors, and assigns (collectively, the "**Landlord Parties**") from and against any and all claims, demands, actions, liabilities, lawsuits, losses, costs, and expenses, and all governmental compliance regulations, zoning compliance and building code compliance requirements (including but not limited to reasonable attorney's fees) (collectively, the "**Claims**") to the extent arising out of, relating to, or resulting from the installation, operation, maintenance, repair, or removal of the Camera Equipment (or the failure to operate, maintain, repair, or remove the Camera Equipment); provided, however, Agency shall have no duty to indemnify the Landlord Parties to the extent any such Claims arise out of, relate to, or result from the negligence or willful misconduct of any Landlord Party.

Neither Agency nor Landlord shall transfer, assign, or otherwise dispose of, either in whole or in part, its rights or obligations under this Letter Agreement without the prior written consent of the other party, which may be given or withheld in the party's reasonable discretion. This Letter Agreement may not be amended or modified except by an instrument in writing signed by an authorized representative of each party. This Letter Agreement shall be governed by the laws of the state in which the Center is located.

All notices, approvals, consents, or other communications which may be given in connection with this Letter Agreement shall be in writing and shall be sent by overnight courier (via a nationally recognized courier which provides evidence of receipt) and sent to the other party

at its address(es) set forth below or to such other address as the party to receive the notice has designated by notice to the other party in accordance herewith:

To Landlord: c/o NewQuest Properties  
8827 W. Sam Houston Pkwy N., Suite 200  
Houston, Texas 77040  
Attention: Property Management

With a copy to:

c/o NewQuest Properties  
8827 W. Sam Houston Pkwy N., Suite 200  
Houston, Texas 77040  
Attention: Legal Department

To Agency: Bartonville Police Department  
1941 E. Jeter Road  
Bartonville, Texas 76226  
Attention: Chief of Police

With a copy to:

Brown & Hofmeister, L.L.P.  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
Attn: Edwin P. Voss, Jr.  
[evoss@bhlaw.net](mailto:evoss@bhlaw.net)

If the foregoing accurately reflects our agreement and the Agency agrees to be bound by the terms and conditions set forth herein, please execute this Letter Agreement in the space provided below and return it to me by email at your earliest convenience. Should you have questions or, require additional information, please contact me at [jantrican@newquest.com](mailto:jantrican@newquest.com) or 281-477-4300.

[Signature Page Follows]

Sincerely,  
**NEWQUEST PROPERTIES**



Jason B. Antrican  
Counsel for Landlord

AGREED AND ACCEPTED,  
this \_\_\_\_ day of \_\_\_\_\_, 2023

AGENCY:  
BARTONVILLE POLICE DEPARTMENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Letter Agreement]





# TOWN COUNCIL COMMUNICATION

**DATE** September 19, 2023

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider approval of an agreement between the Town of Bartonville and Kroger granting FLOCK Safety permission to install license plate reader cameras on the Kroger property located in the Lantana Town Center; and authorize the Town Administrator to execute agreement on behalf of the Town.

**SUMMARY:**

The Town of Bartonville received a grant from the Denton County Development District #4 for 6 FLOCK Safety license plate reader cameras to be installed in the Lantana Town Center property which includes Kroger, located at 3400 E. FM 407. The Town of Bartonville just recently obtained written permission from the property owners to move forward with the installation.

**FISCAL INFORMATION:**

Budgeted: NO                      Amount: \$0.00                      GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Move to approve the agreement between the Town of Bartonville and Kroger granting FLOCK Safety permission to install license plate reader cameras on the Kroger property located in the Lantana Town Center; and authorize the Town Administrator to execute agreement on behalf of the Town.

**ATTACHMENTS:**

- Kroger agreement



August 30, 2023

**VIA E-MAIL**

Bartonville Police Department  
1941 E Jeter Rd.  
Bartonville, TX 76226

***RE: Installation of license plate reader cameras by Bartonville Police Department ("Agency") on certain retail premises owned by Kroger Texas L.P., an Ohio limited partnership ("Landlord") and commonly referred to as Lantana Town Center in Bartonville, Texas (the "Center")***

To Whom It May Concern:

Landlord is in receipt of Agency's request to install license plate reader still cameras within the Center. Landlord agrees to grant Agency's request subject to the terms contained in this letter (the "**Letter Agreement**").

Landlord agrees that Agency may, at Agency's sole costs and expense, during the period between the date of this letter and December 31, 2023, at time(s) and date(s) to be mutually agreed upon by the Agency and Landlord, install up to six (6) cameras and poles (collectively, the "**Camera Equipment**") on within the Center for the sole purpose of assisting the Agency in the prevention of crime, in each case in locations consented to in advance by Landlord, such consent not to be unreasonably withheld. For the avoidance of doubt, Landlord shall be deemed to have exercised reasonable discretion in rejecting the proposed locations on which Agency requests to install any Camera Equipment is such installation would constitute a breach by Landlord under any agreement to which Landlord or any of Landlord's affiliates is a party, including, but not limited to, any lease agreements for space within, or recorded restrictions covering all or any part of, the Center. Prior to the installation of any Camera Equipment, Agency shall provide to Landlord written notice, along with plans and specifications for such Camera Equipment, including the proposed location within the Center for the installation of the Camera Equipment. Landlord assumes no obligation or liability for such Camera Equipment. Within thirty (30) days following the date on which the Agency provides such notice and accompanying materials, Landlord will either provide written notice to Agency approving the installation of the Camera Equipment in accordance with the Agency's notice or providing the reasonably specific basis for rejecting such requested installation. If Landlord rejects an Agency request to install Camera Equipment in accordance with the immediately preceding sentence, Agency and Landlord agree

to cooperate in good faith to mutually agree on the plans and specifications of, and locations within in the Center on which the Agency may install, the Camera Equipment. During the installation, and subsequent operation, repair, and removal, of the Camera Equipment, Agency shall not materially interfere with the business or operation of the Center by Landlord, any tenant of the Center, or any of their respective employees, agents, customers, or invitees. Agency, at its sole cost and expense, shall maintain the Camera Equipment. Agency and its agents, engineers, contractors, and other representatives shall have the right, at Agency's sole costs and expense and upon reasonable prior notice to Landlord, to enter upon the Center to perform the rights and obligations contained in this Letter Agreement.

The rights granted to Agency hereunder shall terminate upon the earlier of (i) ninety (90) days following prior written notice by either party hereto delivered to the other party in accordance with the terms hereof; or (ii) the date on which Agency ceases to use or monitor the Camera Equipment for the purposes permitted hereunder. Upon any such termination, Agency shall remove the Camera Equipment and repair all damage in connection therewith at its sole costs and expense. If Agency shall fail to do so within thirty (30) days after the effective date of any such termination, Landlord shall have the right (but not the obligation) to do so, and Agency shall pay all reasonable out-of-pocket costs incurred by Landlord in connection therewith. This paragraph shall survive the termination of this Letter Agreement.

To the extent permitted under applicable law, Agency shall defend, indemnify, and hold harmless Landlord, its parents and affiliates, and their respective officers, directors, partners, managers, employees, agents, licensees, contractors, attorneys, successors, and assigns (collectively, the "**Landlord Parties**") from and against any and all claims, demands, actions, liabilities, lawsuits, losses, costs, and expenses, and all governmental compliance regulations, zoning compliance and building code compliance requirements (including but not limited to reasonable attorney's fees) (collectively, the "**Claims**") to the extent arising out of, relating to, or resulting from the installation, operation, maintenance, repair, or removal of the Camera Equipment (or the failure to operate, maintain, repair, or remove the Cammera Equipment); provided, however, Agency shall have no duty to indemnify the Landlord Parties to the extent any such Claims arise out of, relate to, or result from the negligence or willful misconduct of any Landlord Party.

Agency shall not transfer, assign, or otherwise dispose of, either in whole or in part, its rights or obligations under this Letter Agreement without the prior written consent of Landlord, which may be given or withheld in Landlord's reasonable discretion. This Letter Agreement may not be amended or modified except by an instrument in writing signed by an authorized representative of each party. This Letter Agreement shall be governed by the laws of the state in which the Center is located.

All notices, approvals, consents, or other communications which may be given in connection with this Letter Agreement shall be in writing and shall be sent by overnight courier

(via a nationally recognized courier which provides evidence of receipt) and sent to the other party at its address(es) set forth below or to such other address as the party to receive the notice has designated by notice to the other party in accordance herewith:

To Landlord: Kroger Texas L.P.  
1014 Vine Street  
Cincinnati, Ohio 45202  
Attn: Real Estate Dept. (035-00972)

With a copy to:

Kroger Texas L.P.  
1014 Vine Street  
Cincinnati, Ohio 45202  
Attention: Law Department

To Agency: Bartonville Police Department  
1941 E Jeter Rd.  
Bartonville, TX 76226  
Attention: Chief of Police

If the foregoing accurately reflects our agreement and the Agency agrees to be bound by the terms and conditions set forth herein, please execute this Letter Agreement in the space provided below and return it to me by email at your earliest convenience. Should you have questions or, require additional information, please contact Landlord at [russell.cowart@kroger.com](mailto:russell.cowart@kroger.com).

[Signature Page Follows]

Sincerely,  
**KROGER TEXAS L.P.**  
**By: KRGP LLC**



Rick J. Landrum  
Vice President

AGREED AND ACCEPTED,  
this \_\_\_\_ day of \_\_\_\_\_, 2023

AGENCY:  
BARTONVILLE POLICE DEPARTMENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Letter Agreement]