



TOWN COUNCIL REGULAR MEETING AGENDA

October 17, 2023 at 6:30 PM

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

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE

C. PUBLIC PARTICIPATION

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

D. PROCLAMATION

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

E. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Upper Trinity Regional Water District
2. Denton County Emergency Services District #1
3. Police Chief– Department Statistics/Activities September 2023
4. Town Administrator - Monthly Reports September 2023: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, and Permits.

F. CONSENT AGENDA

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

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

G. REGULAR ITEMS

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

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

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

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

H. 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.

I. RECONVENE OPEN MEETING

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

J. FUTURE ITEMS

K. ADJOURNMENT

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.

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

Friday, October 13, 2023, prior to 5:00pm.

Agenda Removed from Town of Bartonville Bulletin Board on: _____

By: _____, Title: _____



TOWN COUNCIL COMMUNICATION

DATE October 17, 2023

FROM: Mayor Jaclyn Carrington

AGENDA ITEM: Proclamation celebrating the Town of Bartonville’s 50th Anniversary of Incorporation.

SUMMARY:

The Town is celebrating its 50th anniversary of incorporation.

ATTACHMENT:

- Proclamation

Office of the Mayor



Proclamation

WHEREAS, 2023 marks the 50th anniversary of the Town of Bartonville, Texas; and

WHEREAS, the Town of Bartonville grew out of early post-Texas Revolution settlements in Denton County. Denton Creek, which split into the Loving Branch and the Sharps Branch, provided fresh water to the Town. Early subsistence farmers found fertile sandy soil for their crops, which included peanuts, wheat, corn, cotton, and barley.

WHEREAS, in 1881, two brothers, Bentley and James Barton, purchased ten acres near the southeast corner of the A.R. Loving Survey. Situated along the Old Wagon Trail (FM 407) and the crossroad between Denton, Grapevine, and Lewisville, the site proved to be a valuable center of commerce.

WHEREAS, the Town was first known as "Barton's Mill," then changed to Bartonville by 1883. The community grew with the help of founding families: Breeding, Broom, Jeter, and McMakin.

WHEREAS, in 1960, to prevent annexation by the City of Irving, Bartonville residents voted to incorporate the Town. The borders of the newly incorporated town made it the largest in the County with nearly 30 square miles which included present Double Oak and Copper Canyon.

WHEREAS, in 1964, Bartonville was disincorporated and in 1973, a smaller geographical town was reincorporated.

WHEREAS, a special celebration has been planned to celebrate the occasion of this anniversary.

NOW, THEREFORE, I, Jaclyn Carrington, Mayor of the Town of Bartonville, Texas, and on behalf of the Town Council, do hereby proclaim, Saturday, October 28, 2023, as,

"TOWN OF BARTONVILLE'S GOLDEN ANNIVERSARY"

in the Town of Bartonville urge all citizens to join with me in celebration of the Town of Bartonville's Golden Anniversary.

PROCLAIMED AND SIGNED on this the 17th day of October 2023.



 Jaclyn Carrington, **MAYOR**





TOWN COUNCIL COMMUNICATION

DATE October 17, 2023

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

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

SUMMARY:

Department Statistics/Activities September 2023.

ATTACHMENTS:

- Monthly Report - September 2023

Denton County

ESD No. 1

Monthly Report



Monthly Activity Report

SEPTEMBER 2023



Denton County ESD No. 1

SEPTEMBER 2023

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Denton County ESD No. 1

SEPTEMBER 2023

DCESD1 Personnel

Operations

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

Fire Administration

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

Department Paid Total 61

Department Total 65

Sworn Staff 59

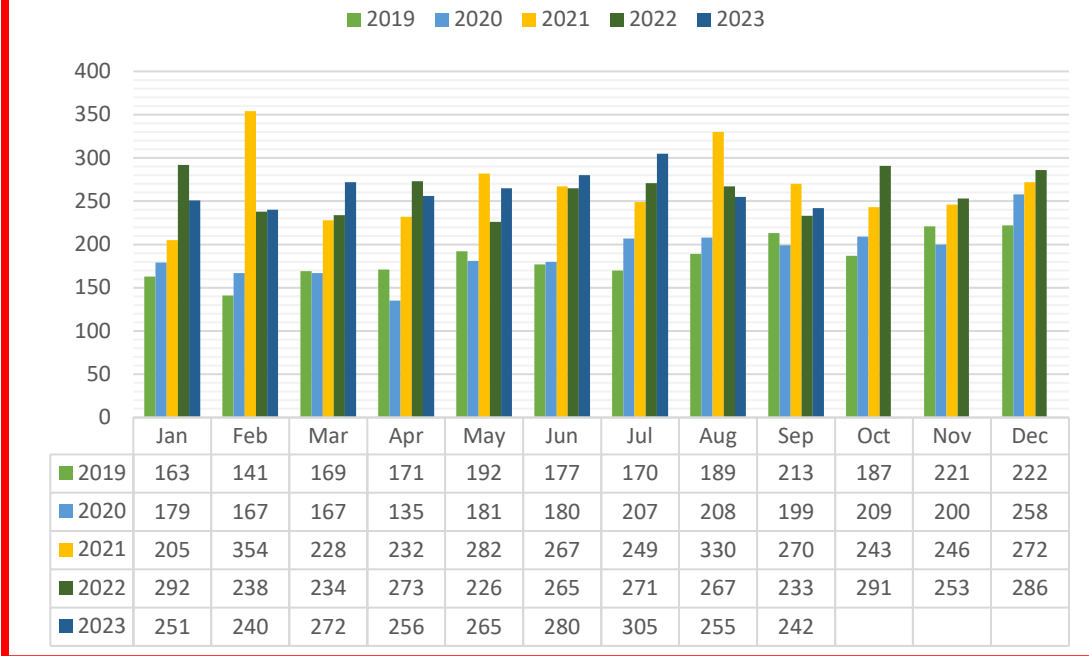
Civilians 2

Operational Volunteers 4

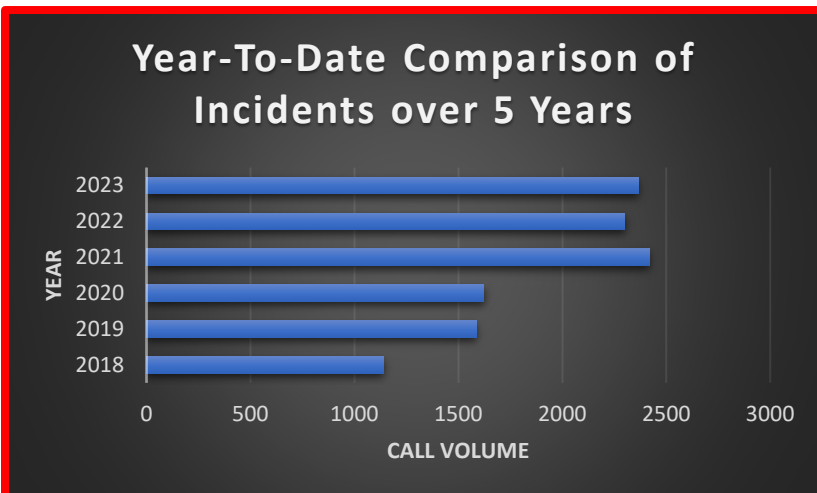


DCESD Total Incident Count

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



Year-to-Date Totals

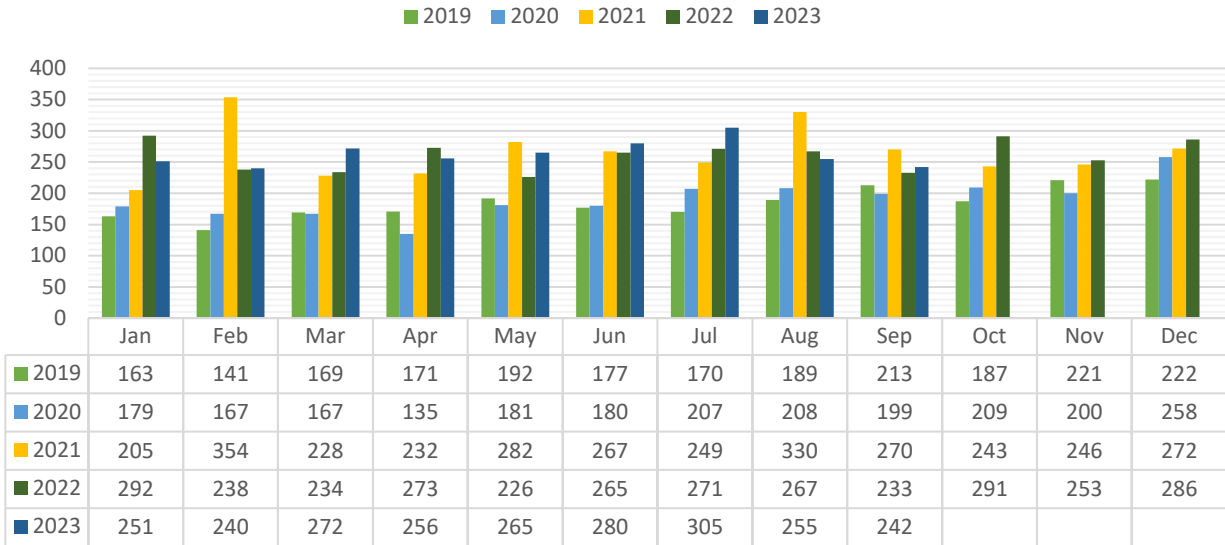


DCESD	YTD
2018	1138
2019	1585
2020	1623
2021	2417
2022	2299
2023	2366

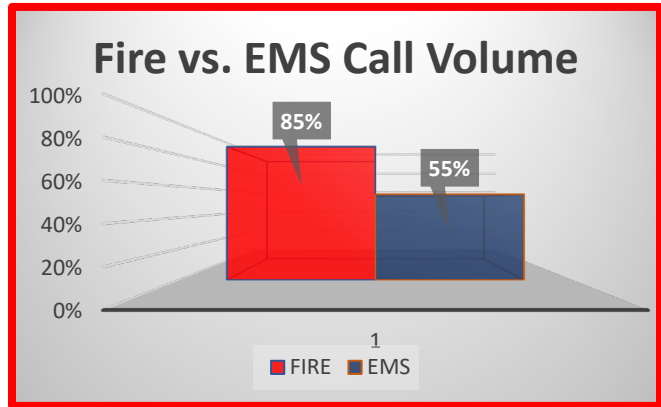


INCIDENT STATISTICS

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



Major Incident Types	
Fires	13
Rescue & Emergency Medical Services	133
Overpressure rupture, explosion – no fire	0
Hazardous Condition (No Fire)	12
Service Call	26
Good Intent Call	23
False Alarm & False Call	31
Severe Weather & Natural Disaster	3
Special Incident	1



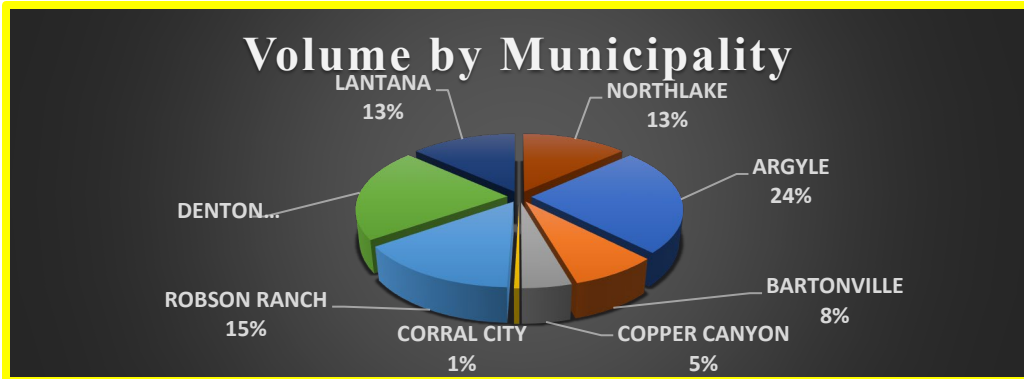
Percentage of Overlapping Calls

Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
84	34.71%



Denton County ESD No. 1

SEPTEMBER 2023



INCIDENT TYPE	ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	ROBSON	UNINCORPORATED AREAS
111 - Building fire	1					2		
113 - Cooking fire, confined to container								1
116 - Fuel burner/boiler malfunction, fire confined								1
118 - Trash or rubbish fire, contained	1					1		
131 - Passenger vehicle fire						1		
143 - Grass fire						2	2	
311 - Medical assist, assist EMS crew	1							
321 - EMS call, excluding vehicle accident with injury	17	9	5		19	22	17	20
322 - Motor vehicle accident with injuries	4	1		1		4		2
324 - Motor vehicle accident with no injuries.			2			1		1
381 - Rescue or EMS standby	3							
411 - Gasoline or other flammable liquid spill	1	1						
412 - Gas leak (natural gas or LPG)	2				2	3		2
424 - Carbon monoxide incident						1		
500 - Service Call, other	2					1		
510 - Person in distress, other	1							
511 - Lock-out						1		2
520 - Water problem, other					1	1		
531 - Smoke or odor removal					1			
541 - Animal problem						1		
542 - Animal rescue								1
551 - Assist police or other governmental agency		1						
553 - Public service					1			2
554 - Assist invalid	1						6	
561 - Unauthorized burning	1							
600 - Good intent call, other							1	
611 - Dispatched & cancelled en route	3	1			1	8	1	3
621 - Wrong location								1
622 - No incident found on arrival at dispatch address	2		1					
700 - False alarm or false call, other						2		1
711 - Municipal alarm system, malicious false alarm			1					
733 - Smoke detector activation due to malfunction	2							
735 - Alarm system sounded due to malfunction	1	1						1
736 - CO detector activation due to malfunction					1	1	1	1
740 - Unintentional transmission of alarm, other	1							
741 - Sprinkler activation, no fire - unintentional						1		
743 - Smoke detector activation, no fire - unintentional	2				1	1	1	
744 - Detector activation, no fire - unintentional								
745 - Alarm system activation, no fire - unintentional	1	1				3		4
746 - Carbon monoxide detector activation, no CO	1							1
814 - Lightning strike (no fire)		1				1	1	
900 - Special type of incident, other	1							
TOTAL INCIDENTS	49	16	9	1	27	58	30	44



Incident Response Times

90th Percentile Assessment

Lights and Sirens – 90 th Percentile Time (Dispatch to Arrival)	
Overall	10:48
FIRE	10:48
EMS	10:44

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

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

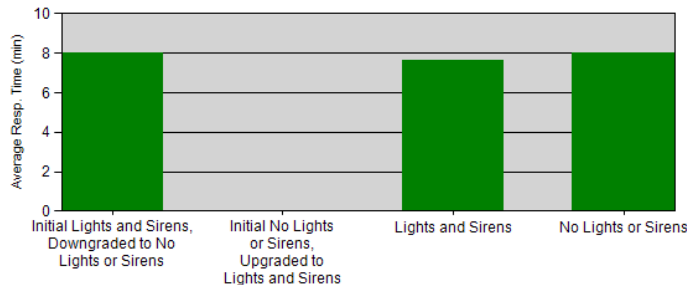
FIRE Response: (bunker gear required)

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

EMS Response: (no bunker gear required)

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

Average Response and Turnout Time Assessment



Turnout Time

*Dispatch to Enroute Time

FD	AVERAGE TURNOUT TIME
Total Average	0:01:20

RESPONSE MODE	TOTAL RESPONDING UNITS	AVERAGE RESPONSE TIME (minutes)
Initial Lights and Sirens, Downgraded to No Lights or Sirens	1	8:00
Initial No Lights or Sirens, Upgraded to Lights and Sirens	0	0:00
Lights and Sirens	374	7:66
No Lights or Sirens	28	8:04

Community Outreach Events

Fire Station Tours	1
Public Education Events	20
Ride Along (EMS Students)	7
Community CPR Classes	1
- Total CPR Students	15
Total Events	29

Training Division

Total ISO Training Hours Logged / Month	1490
- EMS Training Hours Logged / Month	168
- FIRE Training Hours Logged / Month	1262
- Administrative Training / Month	60

Fire Inspection Report

OCCUPANCY	COUNT
INSPECTION TYPE: Certificate of Occupancy	
Assembly	1
Auto Sales and Maintenance	1
Business Office	14
Multi-Family Residential	2
INSPECTION TYPE: Fire Protection System Inspection	
Auto Sales and Maintenance	1
Business Office	1
Intermediate School	2
Salon	1
Single Family Residence	14
Total # of Inspections:	37

Year-To-Date Fire Inspection Report

	YTD 2023	YTD 2022
Total # of Inspections:	321	217



TOWN COUNCIL COMMUNICATION

DATE October 17, 2023

FROM: Wendell Mitchell, Interim Chief of Police

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

SUMMARY:

Department Statistics/Activities September 2023.

ATTACHMENTS:

- Monthly Report - September 2023

Town of Bartonville Police Department

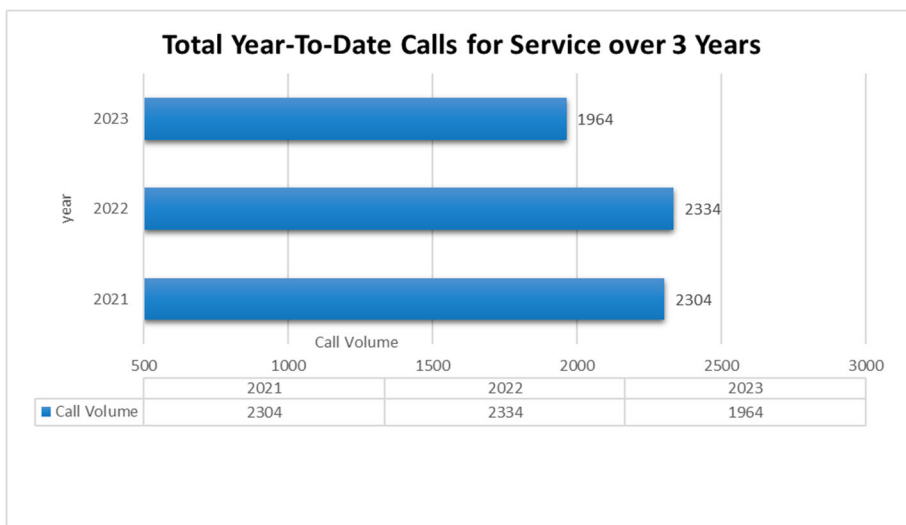
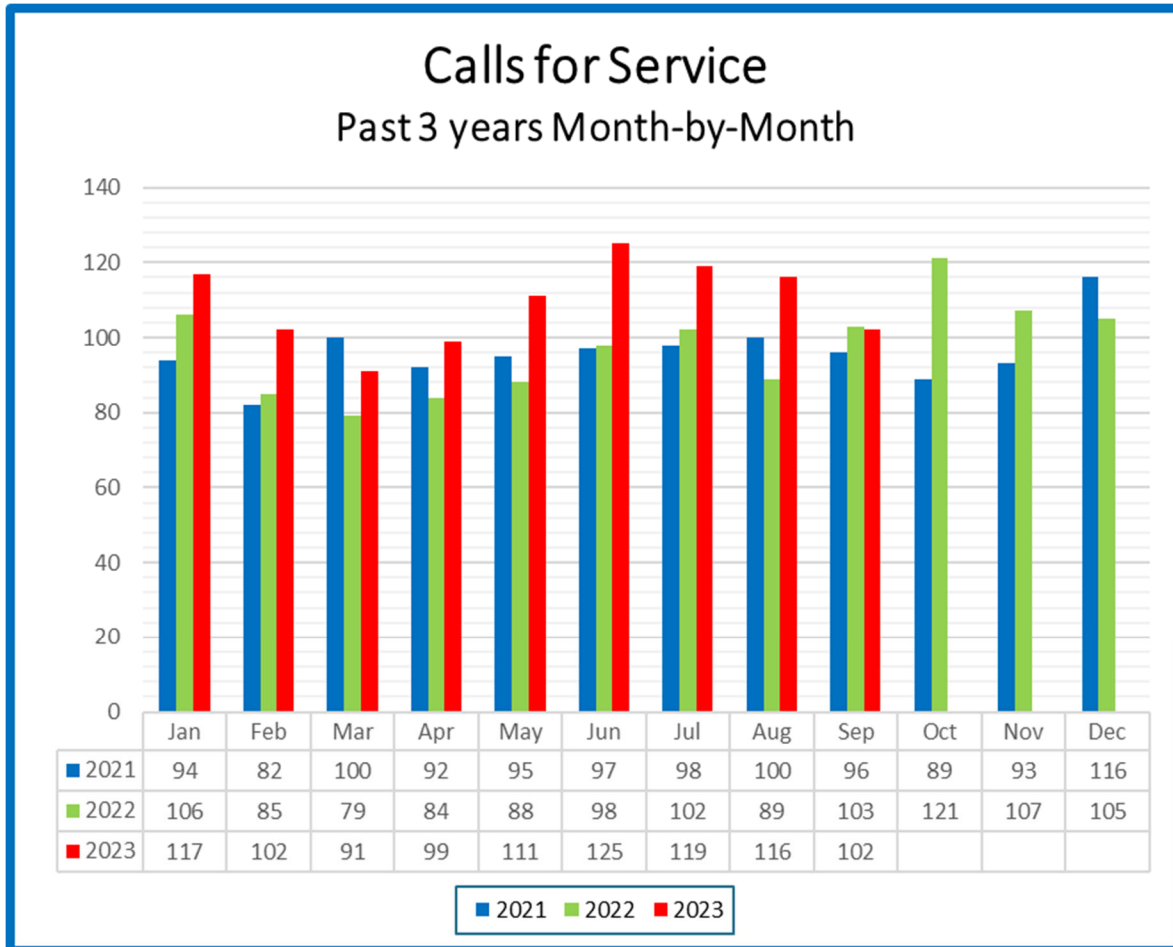
September 2023 Monthly Report



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

Total Calls for Service



Bartonville Police Department

September 2023

<u>Calls for Service by Type</u>	Total
Abandoned Vehicle	1
Agency Assist	13
Alarm	14
Animal Bite Report	1
Animal Complaint	2
Animal Cruelty	1
Assault	
Auto Theft	
Burglary	1
Citizen Assist	
Criminal Mischief	1
Criminal Trespass	
Disturbance	1
Domestic Disturbance	1
Fireworks Complaint	
Follow-up Investigation	4
Forgery/Fraud	2
Gunshots Heard	1
Hang-up 911	
Harassment	
Illegal Dumping	1
Indecent Exposure	
Intoxicated Person	1
Juvenile Complaint	
Loose Livestock	2
Meet Complainant	5
Motorist Assist	5
Narcotics	
Noise Complaint	1
Ordinance Violance	1
Person with a Gun	
Reckless Driver	6
Road Blockage/Hazard	7
Suspicious Person/Veh/Activity	14
Theft	2
Traffic Complaint	1
Traffic Transport Incident (Accidents)	6
Vehicle Complaint	3
Welfare Concern	4
TOTAL INCIDENTS	102

Bartonville Police Department

September 2023

Officer Initiated Activity

<u>Officer Activity by Type</u>	Total
Admin Duty (Reports, Court, Clerical)	34
Building Checks	17
Close Patrols (Special Patrols Included)	130
Investigations (Sus veh/activity)	5
Traffic Stops	226
Vacation Watch	28
Walk Thru	27
Total	467

Misc. Information/Upcoming Events

- 1. National Night Out was pretty successful, next year we will have more signs out throughout town and more community business involvement.**
- 2. Had a community outreach event at the Harvest Christian Academy K-2nd grade.**
- 3. Replaced our old Taser batteries with new ones that auto-turn off after 5 seconds, which is what an Officer is trained to do, but this takes away the thought of having to under stress/duress.**
- 4. Ordered our new Tahoe which is hopeful to arrive sometime between February or March.**
- 5. Have traffic plan for 50th anniversary coming up, will have Officers at both ends of E. Jeter Road to divert traffic and help pedestrians cross.**
- 6. Starting to plan our Blue Santa event. Gathering ideas from nearby agencies for more Police Department involvement this year.**
- 7. Thank you on behalf of the whole department to the Mayor, Council and Thad for Officers increased salaries and benefits.**



TOWN COUNCIL COMMUNICATION

DATE October 17, 2023

FROM: Thad Chambers, Town Administrator

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

SUMMARY:

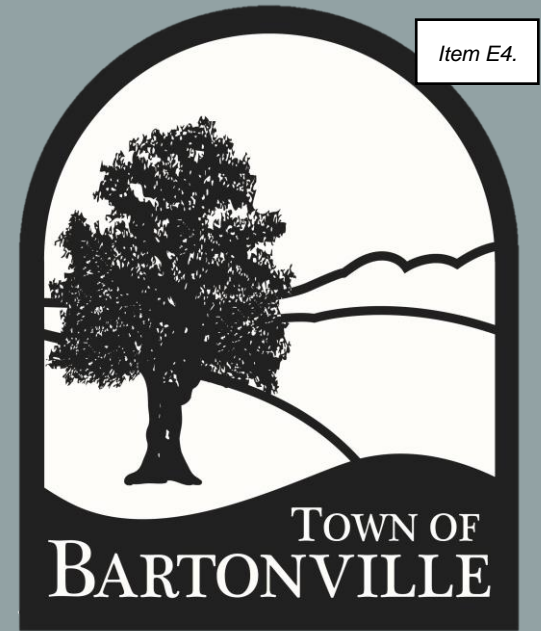
Monthly Reports September 2023.

ATTACHMENTS:

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

Town of Bartonville *Preliminary* Monthly Financial Report

Month Ending
September 30, 2023

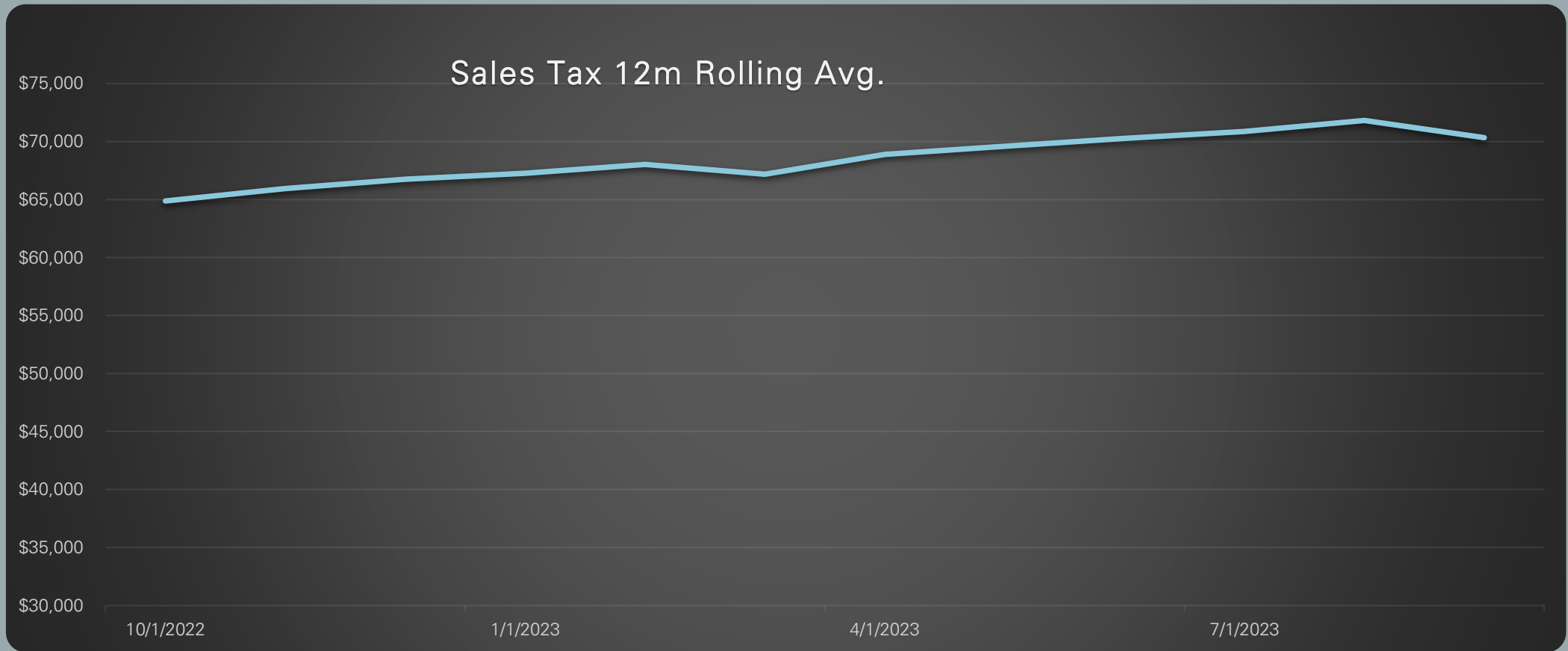


PRESENTED:
OCTOBER 17, 2023

All General Fund Revenues

	September 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	\$3,128.56	\$986,183.68	\$943,000.00	(\$43,183.68)	(4.58%)	\$810,247.20	\$810,247.20
Sales Tax	\$56,268.40	\$843,911.57	\$759,800.00	(\$84,111.57)	(11.07%)	\$779,406.91	\$779,406.91
Franchise Fees	\$2,296.68	\$238,380.27	\$157,500.00	(\$80,880.27)	(51.35%)	\$211,360.40	\$211,360.40
Other/Transfer	\$15,928.51	\$204,931.47	\$186,679.20	(\$18,252.27)	(9.78%)	\$55,392.04	\$55,392.04
Development Fees	\$0	\$105,414.24	\$30,000.00	(\$75,414.24)	(251.38%)	*	*
Permit Fees	\$37,661.17	\$227,373.21	\$132,900.00	(\$94,437.21)	(71.05%)	*	*
Municipal Court	\$15,823.83	\$109,218.14	\$60,000.00	(\$49,218.14)	(82.03%)	\$56,295.24	\$56,295.24
Total Revenue	\$131,107.15	\$2,715,412.58	\$2,269,879.20	(\$445,533.38)	(19.62%)	*	*

Sales Tax Collections



All General Fund Expenditures

	September 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	\$107,703.48	\$1,237,320.16	\$1,324,745.20	\$87,425.04	6.60%	*	*
Police	\$84,218.27	\$728,589.90	\$780,986.00	\$52,396.10	6.71%	\$537,727.68	\$537,727.68
Municipal Court	\$450.00	\$4,700.00	\$5,400.00	\$700.00	12.96%	\$6,000.00	\$6,000.00
Transfers	\$6,754.87	\$303,165.29	\$241,600.00	(\$61,565.29)	(25.48%)	\$307,035.89	\$307,035.89
Total Expenses	\$199,126.62	\$2,273,775.35	\$2,352,731.20	\$78,955.85	3.36%	*	*

Expenditures by Department

Administration

	September 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$33,211.18	\$437,442.84	\$502,256.00	\$64,813.16	12.90%	\$276,241.26	\$276,241.26
Other	\$6,894.56	\$139,029.84	\$192,479.20	\$53,449.36	27.77%	\$63,985.26	\$63,985.26
Contracted Service	\$59,780.20	\$414,210.96	\$368,490.00	(\$45,720.96)	(12.41%)	*	*
Fees & Service Charges	\$234.50	\$1,180.42	\$1,170.00	(\$10.42)	(0.89%)	\$1,237.84	\$1,237.84
Supplies	\$3,913.95	\$54,307.61	\$60,500.00	\$6,192.39	10.24%	\$37,727.88	\$37,727.88
Maintenance	\$3,669.09	\$41,107.89	\$37,500.00	(\$3,607.89)	(9.62%)	\$34,364.04	\$34,364.04
Total Administration:	\$107,703.48	\$1,237,320.16	\$1,324,745.20	\$87,425.04	6.60%	*	*

Expenditures by Department

Police

	September 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$76,686.02	\$660,488.81	\$709,486.00	\$48,997.19	6.91%	\$446,681.36	\$446,681.36
Maintenance	\$4,155.10	\$35,247.68	\$28,000.00	(\$7,247.68)	(25.88%)	\$58,407.99	\$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	\$3,377.15	\$23,596.48	\$30,000.00	\$6,403.52	21.35%	\$23,174.72	\$23,174.72
Total Police Department:	\$84,218.27	\$728,589.90	\$780,986.00	\$52,396.10	6.71%	\$537,727.68	\$537,727.68

Location	Notes	Code
Sep 26, 2023 4:35 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Sep 25, 2023 4:36 PM 1100 blk w jeter	a passer by reported seeing a horse on teh ground and possibly dead. caller stated she honked her horn and the animal didnt move or raise it's head. we patrolled the area and did not see any horses laying on the ground at the time we were in the area	Animal Control
Sep 19, 2023 4:42 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Sep 14, 2023 3:54 PM corner of Oakwood dr and redbud dr	we responded to a report of loose dogs in the area. we patrolled the neighborhood but did not find any loose dogs	Animal Control
Sep 12, 2023 4:12 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Sep 5, 2023 2:29 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control

Location	Notes	Code
Sep 26, 2023 4:36 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Sep 21, 2023 4:44 PM 506 oakwood	according to denton CAD ownership of this property has changed. it does not appear any work has begun on abating the issues.	Code Enforcement
Sep 21, 2023 4:43 PM 3101 Fm 407	request by city hall to assess the site for possible code violations. none were spotted while i was on scene	Code Enforcement
Sep 21, 2023 4:42 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Sep 12, 2023 4:14 PM 203 wolf run	city hall requested we survey the trees along the roadway for possible issues. we did not find any issues at the time we were there.	Code Enforcement
Sep 12, 2023 4:13 PM	Patrolled city focusing on code issues.	Code Enforcement
Sep 5, 2023 2:32 PM 506 oakwood	no change from previous patrols	Code Enforcement
Sep 5, 2023 2:31 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement



Westwood

Town of Bartonville Status Report

Date: October 12, 2023

Plat Review

- ELTS Preliminary Plat

ROW Permits

- N/A

Subdivision Construction

- N/A

Street Fund

- Work Order 5 – Completed
 - Landfall Circle - Completed
 - 630 Badminton – Completed
 - E. Jeter Road Sink at Culvert - Completed
- Street Rehabilitation – E. Jeter & Rockgate – Construction Ongoing
 - Subgrade – Base and Geogrid Installed
 - Driveways and Roadway Grading – Week of 10/9
 - Asphalt Paving for Jeter – Weeks 10/16, 10/23 and 10/30.
 - Pavement should be in place for Jeter end of October/early November
 - Rockgate to begin after Jeter is completed

General Consultation

- Fall asphalt rehabilitation – identified roadways for rehabilitation and crack sealing

Town of Bartonville
Municipal Court Council Report
From 9/1/2023 to 9/30/2023

10/3/2023 4

Item E4.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
176	0	0	0	3	179

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$11,725.48	\$3,314.82	\$13,410.00	\$484.90	\$594.00	\$29,529.20

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
48	0	25	15	19	107

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	1	1

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
30	0	30	60

PermitReport

10/3/2023 3:

Item E4.

Permit #	Contact	Property	Property CAD	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
21-00138-01	RGD+B Construction	1361 Bridle Bit Rd		Addition/Remodel Permit (AC)	9/18/2023			\$5,109.65
23-00150-01	Mathew Chapman	1214 Gibbons Rd S		Accessory Building	9/7/2023	\$10,000.00		\$295.00
23-00260-01	BM Bohannan LLC	2652 FM 407 Unit 155		Commercial Finish-Out	9/14/2023		3444.00	\$1,722.00
23-00317-01	Bluebonnet Outdoor Living			Contractor Registration - General	9/12/2023			\$125.00
23-00318-01	Southern Comfort Mechanical	1317 Post Oak Ln		Mechanical Permit	9/25/2023	\$15,000.00	4800.00	\$130.00
23-00319-01	Bunger Electric Inc.	1519 Broome Rd		Electrical Permit	9/5/2023			\$130.00
23-00320-01	L&S Plumbing Partnership LTD DBA L&S Mechanical			Contractor Registration - Electrical	9/5/2023			\$0.00
23-00321-01	American Air & Heat., Inc.			Contractor Registration - Mechanical	9/6/2023			\$0.00
23-00322-01	A#1 Air			Contractor Registration - Mechanical	9/6/2023			\$0.00
23-00323-01	A#1 Air			Contractor Registration - Plumbing	9/6/2023			\$0.00
23-00324-01	OAM Builders LLC dba Dublin Homes			Contractor Registration - General	9/6/2023			\$125.00
23-00325-01	Phoenix Plumbing, LLC.			Contractor Registration - Plumbing	9/6/2023			\$0.00
23-00326-01	Texas Best Fence & Patio	2200 E Jeter Rd		Fence Permit	9/12/2023	\$7,674.00	386.00	\$75.00
23-00327-01	Mollo Rather Custom Homes	849 Hat Creek Road		New Residence Permit	9/14/2023	\$2,500,000.00	8904.00	\$5,787.60
23-00327-02	Mollo Rather Custom Homes	849 Hat Creek Road		New Residence (Non AC)	9/14/2023	\$2,500,000.00		\$1,852.20
23-00327-04	Mollo Rather Custom Homes	849 Hat Creek Road		Grading and Drainage Permit	9/14/2023	\$2,500,000.00	13020.00	\$275.00
23-00327-05	Mollo Rather Custom Homes	849 Hat Creek Road		Culvert/Driveway	9/14/2023	\$2,500,000.00		\$120.00
23-00328-01	Optimus Electric LLC			Contractor Registration - Electrical	9/8/2023			\$0.00
23-00331-01	Complete Exterior Solutions			Contractor Registration - General	9/13/2023			\$125.00
23-00332-01	Mollo Rather Custom Homes	849 Hat Creek Road		Accessory Bldg (201 - 1000 sq ft)	9/14/2023		695.00	\$220.00
23-00334-01	Mollo Rather Custom Homes	849 Hat Creek Road		Accessory Bldg (1,001 +) Non AC	9/14/2023		1431.00	\$314.82
23-00335-01	Northside A/C, GP LLC			Contractor Registration - General	9/12/2023			\$125.00
23-00336-01	Lingenfelter Luxury Homes	1117 Pitner Court		New Residence Permit	9/28/2023	\$1,200,000.00	6986.00	\$4,540.90
23-00336-02	Lingenfelter Luxury Homes	1117 Pitner Court		New Residence (Non AC)	9/28/2023	\$12,000,000.00		\$1,134.45
23-00336-04	Lingenfelter Luxury Homes	1117 Pitner Court		Grading and Drainage Permit	9/28/2023	\$1,200,000.00	9507.00	\$275.00
23-00336-05	Lingenfelter Luxury Homes	1117 Pitner Court		Culvert/Driveway	9/28/2023	\$1,200,000.00	9507.00	\$120.00
23-00337-01	On the Hook Fish & Chips	2201 E. FM 407		Temporary Food Permit	9/12/2023			\$35.00
23-00338-01	Reliant Heating and Air Conditioning			Contractor Registration - Mechanical	9/12/2023			\$0.00
23-00339-01	Bluebonnet Outdoor Living	1310 Gibbons Rd S		Deck Permit	9/14/2023	\$10,000.00	1200.00	\$75.00
23-00340-01	J-CM Services, Inc.			Contractor Registration - General	9/13/2023			\$125.00
23-00341-01	J-CM Services, Inc.	2664 FM 407		New Commercial Building	9/15/2023		6000.00	\$6,600.00
23-00341-02	J-CM Services, Inc.	2664 FM 407		Commercial Electrical	9/15/2023		6000.00	\$130.00
23-00342-01	Tesla Electrical Solutions			Contractor Registration - Electrical	9/13/2023			\$0.00
23-00344-01	Eco Construction Group			Contractor Registration - General	9/15/2023			\$125.00
23-00345-01	Paul Miller Custom Pools			Contractor Registration - General	9/21/2023			\$125.00
23-00346-01	Pro Construction	2726 Kentucky Derby Drive		New Residence Permit	9/27/2023	\$2,800,000.00	8255.00	\$5,365.75
23-00346-02	Pro Construction	2726 Kentucky Derby Drive		New Residence (Non AC)	9/27/2023	\$2,800,000.00		\$1,048.05
23-00346-04	Pro Construction	2726 Kentucky Derby Drive		Grading and Drainage Permit	9/27/2023	\$2,800,000.00	10584.00	\$275.00
23-00346-05	Pro Construction	2726 Kentucky Derby Drive		Culvert/Driveway	9/27/2023	\$2,800,000.00	10584.00	\$120.00
23-00346-06	Pro Construction	2726 Kentucky Derby Drive		OSSF Permit - Residential	9/27/2023	\$2,800,000.00	10584.00	\$410.00
23-00347-01	Badger Septic Services, LLC	210 Coyote Ct		OSSF Application - Modification	9/19/2023			\$200.00
23-00348-01	Slate Plumbing aka Cypher Concepts			Contractor Registration - Plumbing	9/15/2023			\$0.00
23-00349-01	Metrotech Electric			Contractor Registration - Electrical	9/18/2023			\$0.00
23-00351-01	BM Bohannan LLC	2652 FM 407 155		New Commercial Building	9/20/2023	\$60,000.00	300.00	\$330.00
23-00352-01	Complete Solaria, Inc.			Contractor Registration - Electrical	9/20/2023			\$0.00
23-00353-01	Oscar Acosta	1211 Redbud Dr		Covered Patio/Carport/Arbor Permit	9/20/2023		280.00	\$75.00
23-00354-01	JC's Landscape and Construction			Contractor Registration - Irrigation	9/20/2023			\$125.00
23-00355-01	JC's Landscape and Construction	901 Hat Creek Road		Sprinkler/Irrigation Permit	9/20/2023			\$110.00
23-00356-01	RT Plumbing Services, Inc.			Contractor Registration - Plumbing	9/20/2023			\$0.00
23-00359-01	HGC Development	1416 W Jeter Rd		Accessory Dwelling	9/25/2023	\$899,482.00	4192.00	\$2,383.40
23-00361-01	Element Systems	923 Noble Champions Way		OSSF Permit - Residential	9/27/2023			\$475.00
23-00362-01	Complete Exterior Solutions	320 W Jeter Rd		Covered Patio/Carport/Arbor Permit	9/28/2023	\$25,000.00	357.00	\$205.00
23-00363-01	Aztec Plumbing			Contractor Registration - Plumbing	9/26/2023			\$0.00
23-00364-01	Circle J Contractors, Inc			Contractor Registration - Electrical	9/26/2023			\$0.00
23-00367-01	BMR Pool and Patio	858 Broome Rd		Covered Patio/Carport/Arbor Permit	9/29/2023	\$53,000.00	519.00	\$280.00
23-00368-01	J & M Electrical			Contractor Registration - Electrical	9/28/2023			\$0.00



TOWN COUNCIL COMMUNICATION

DATE October 17, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of the September 19, 2023 Workshop and Regular Meeting Minutes.

SUMMARY:

The Town Council held a Workshop and Regular Meeting on September 19, 2023.

RECOMMENDED MOTION OR ACTION:

Approve the September 19, 2023 Workshop and Regular Meeting Minutes as presented.

ATTACHMENT:

- September 19, 2023 Workshop and Regular Meeting Minutes.

THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE MET IN BUDGET WORKSHOP AND REGULAR SESSION ON THE 19TH 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
 Ed Voss, Town Attorney
 Colby Scudder, Police Sergeant

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 shared that the proposed budget includes the following items Council discussed as a priority: three new computers, two replacement A/C units, if needed, and salary increases. Chambers addressed questions from Council.

2. Receive update of proposed amendments to the Town of Bartonville Fence Ordinance.

Town Attorney Voss updated the Council on proposed amendments to the Fence Ordinance due to legislative changes in Senate Bill 929. Voss recommended that the fencing requirements be moved out of the Zoning Ordinance and into Chapter 3 of the Bartonville Code of Ordinances. Once the amendments are ready, they will be placed on a Planning and Zoning Commission agenda and their recommendations will be brought before Council. Town Attorney Voss addressed questions from Council.

3. Receive update of proposed amendments to the Town of Bartonville Shot Clock Ordinance.

Town Attorney Voss explained the proposed amendments to the Shot Clock Ordinance due to legislative changes that will make addressing extensions easier and addressed questions from Council.

B. ADJOURN WORKSHOP

Mayor Carrington adjourned the workshop at 6:18pm and called for a five-minute break.

C. CALL REGULAR SESSION TO ORDER IMMEDIATELY FOLLOWING WORKSHOP

Mayor Carrington called the Regular Session to order at 6:24pm.

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. 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.**

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

Denton County Emergency Services District No. 1 Public Information Officer Megan Reynolds provided an update and addressed questions from Council.

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

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.**

Motion made by Council Member Crandall, seconded by Council Member Arens, to approve Consent Agenda Items 1-3 as presented.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

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, 2024.

Town Administrator Chambers presented the proposed tax rate.

Mayor Carrington opened the Public Hearing at 6:40pm

No one spoke in favor or opposition.

Mayor Carrington closed the Public Hearing at 6:40pm.

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.

Motion made by Council Member Crandall, seconded by Council Member Sams, to approve an Ordinance adopting the budget for Fiscal Year beginning October 1, 2023 and ending September 30, 2024 as presented.

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.

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

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE 756-23**

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.

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, 2024 Annual Budget.

Motion made by Council Member Arens, seconded by Mayor Pro Tem Chapman, to approve an Ordinance ratifying Ad Valorem property tax revenue reflected in the adopted Fiscal Year October 1, 2023 to September 30, 2024 Annual Budget as presented.

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.

The caption of the Ordinance ratifying Ad Valorem property tax revenue reads as follows:

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. 757-23**

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.

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.

Council Member Crandall recused himself from the Council Chambers at 6:45pm.

Motion made by Council Member Sams, seconded by Council Member Arens, to approve the Resolution providing the Town’s consent to the creation of the Furst Ranch Municipal Utility District No. 1 of Denton County.

VOTE ON THE MOTION

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

Council Member Crandall entered the Council Chambers and took his seat at the dais at 6:47pm.

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.

Board of Adjustment

Motion made by Mayor Pro Tem Chapman, seconded by Council Member Sams, to reappoint Del Knowler and Jim Lieber, move Siobhan O'Brien to a regular member position all expiring September 30, 2025; move Rebecca Jenkins to the Alternate #1 position, expiring September 30, 2024, and to appoint Heather Head to the Alternate #2 position with an expiration date of September 30, 2025.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

Planning and Zoning Commission

Motion made by Mayor Pro Tem Chapman, seconded by Council Member Crandall, to reappoint Don Abernathy and move Larry Hayes to a regular position with terms expiring September 30, 2025; move Pat Adams to the Alternate #1 position to expire September 30, 2024 and to appoint Rick Lawrence to the Alternate #2 position with an expiration date of September 30, 2025.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

Bartonville Community Development Corporation

Motion made by Mayor Pro Tem Chapman, seconded by Council Member Crandall, to reappoint Jim Langford and Randy Van Alstine with terms to expire September 30, 2025.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

Crime Control and Prevention District

Motion made by Mayor Pro Tem Chapman, seconded by Council Member Sams, to reappoint Chirs Colbert, Donald Dunlap, and Jeff Grubb with terms expiring September 30, 2023.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

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.**

Motion made by Council Member Crandall, seconded by Mayor Pro Tem Chapman, to approve 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.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

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.**

Motion made by Council Member Arens, seconded by Council Member Crandall, to approve 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.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

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.**

Motion made by Council Member Sams, seconded by Mayor Pro Tem Chapman, to approve 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.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

J./K. CONVENE INTO CLOSED SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:00pm and reconvened into open session at 7:21pm in accordance with the Texas Government Code regarding:

- 1. Section 551.074 Personnel Matters to deliberate and consider the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Chief of Police.**

Motion made by Council Member Crandall, seconded by Mayor Pro Tem Chapman, to approve the Town Administrator’s acceptance of the resignation of Bobby Dowell as Chief of Police.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

Motion made by Mayor Pro Tem Chapman, seconded by Council Member Sams, to approve an agreement with the Town of Flower Mound to provide the Town of Bartonville with Assistant Chief Wendell Mitchell to act as Interim Police Chief and to authorize the Mayor to execute the agreement on behalf of the Town.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4/0

L. FUTURE ITEMS

There were no future items requested or discussed.

M. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 7:22pm.

APPROVED this the 17th day of October 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE October 17, 2023

FROM: Wendell Mitchell, Interim Police Chief

AGENDA ITEM: Consider approval of the FY2023-2024 Inter-Local Cooperation Agreement between Denton County and the Town of Bartonville Police Department for the use of the Denton County Radio Communication System; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Denton County Communication System supports the Town of Bartonville Police Department's digital radios. These radios provide essential communication between Bartonville Officer, the Denton County 911 Center, and surrounding police agencies. The Town of Bartonville wishes to continue an annual agreement to use the Denton County communication system.

FISCAL INFORMATION:

Budgeted: YES Amount: \$720.00

RECOMMENDED MOTION OR ACTION:

Move to approve the FY2023-2024 Inter-Local Cooperation Agreement between Denton County and the Town of Bartonville Police Department for the use of the Denton County Radio Communication System; and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

- Inter-Local Agreement

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND
THE TOWN OF BARTONVILLE POLICE DEPARTMENT FOR THE USE OF THE
DENTON COUNTY RADIO COMMUNICATIONS SYSTEM**

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the Town of Bartonville Police Department, Texas, a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

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

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User Agency (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Bartonville Police Department wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Bartonville Police Department and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“*Assignee*” means the Agency employee assigned to a specific Subscriber Unit.

“*Communications System*” or “*System*” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“*Coordinating Committee*” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“*Infrastructure Management Committee*” means the committee that is responsible for the administration and operation of the Communications System.

“*Subscriber Units*” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“*Talk Group*” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“*Technical Committee*” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“*User*” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2023, and ending on the 30th day of September, 2024. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF TOWN OF BARTONVILLE POLICE DEPARTMENT

3.1 Bartonville Police Department shall use the System in accordance with this Agreement to provide integration of communications by Bartonville Police Department between its Users on the System for governmental operations.

3.2 When using the System, Bartonville Police Department shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Bartonville Police Department uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Bartonville Police Department will also abide by the User rules of those Talk Groups.

3.3 Bartonville Police Department must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Bartonville Police Department is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Bartonville Police Department is responsible for all programming of Agency-owned Subscriber Units.

3.5 Bartonville Police Department shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all Agency-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any Agency-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Bartonville Police Department, the Agency shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the Agency will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Bartonville Police Department shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the Agency for the lack of interoperability between the Subscriber Units and the System if the Agency fails to perform the required PM

and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Bartonville Police Department to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Bartonville Police Department. Talk Groups will be established for the Agency by the County.

4.2 The System Manager will not activate radios on the Bartonville Police Department Talk Groups nor make changes to the Bartonville Police Department radios without first receiving authorization from the designated representative of the Agency, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the Agency; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Bartonville Police Department before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the Agency on or before October 1st of each year. This amount is subject to change when the Agency adds or deletes the number of Subscriber Units in service. The Agency must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the Agencies deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the Agency shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The Agency agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the Agency add Subscriber Units or Talk Groups to the Service within a Term, the Agency agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The Agency shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the Agency the pro-rated amount of the fees previously paid by the Agency for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL

LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The Agency agrees to retain control and to give full attention to the fulfillment of this Agreement. The Agency cannot assign or sublet this Agreement without the prior written consent of the County. Further, the Agency cannot sublet any part or feature of the work to anyone objectionable to Denton County. The Bartonville Police Department also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the Agency from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Bartonville Police Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Bartonville Police Department. This Agreement may be amended only by written instrument signed by Denton County and Bartonville Police Department.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

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

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.**VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.**INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.**REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.**SUCCESSORS AND ASSIGNS**

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE TOWN OF BARTONVILLE POLICE DEPARTMENT, TEXAS:

BY:

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

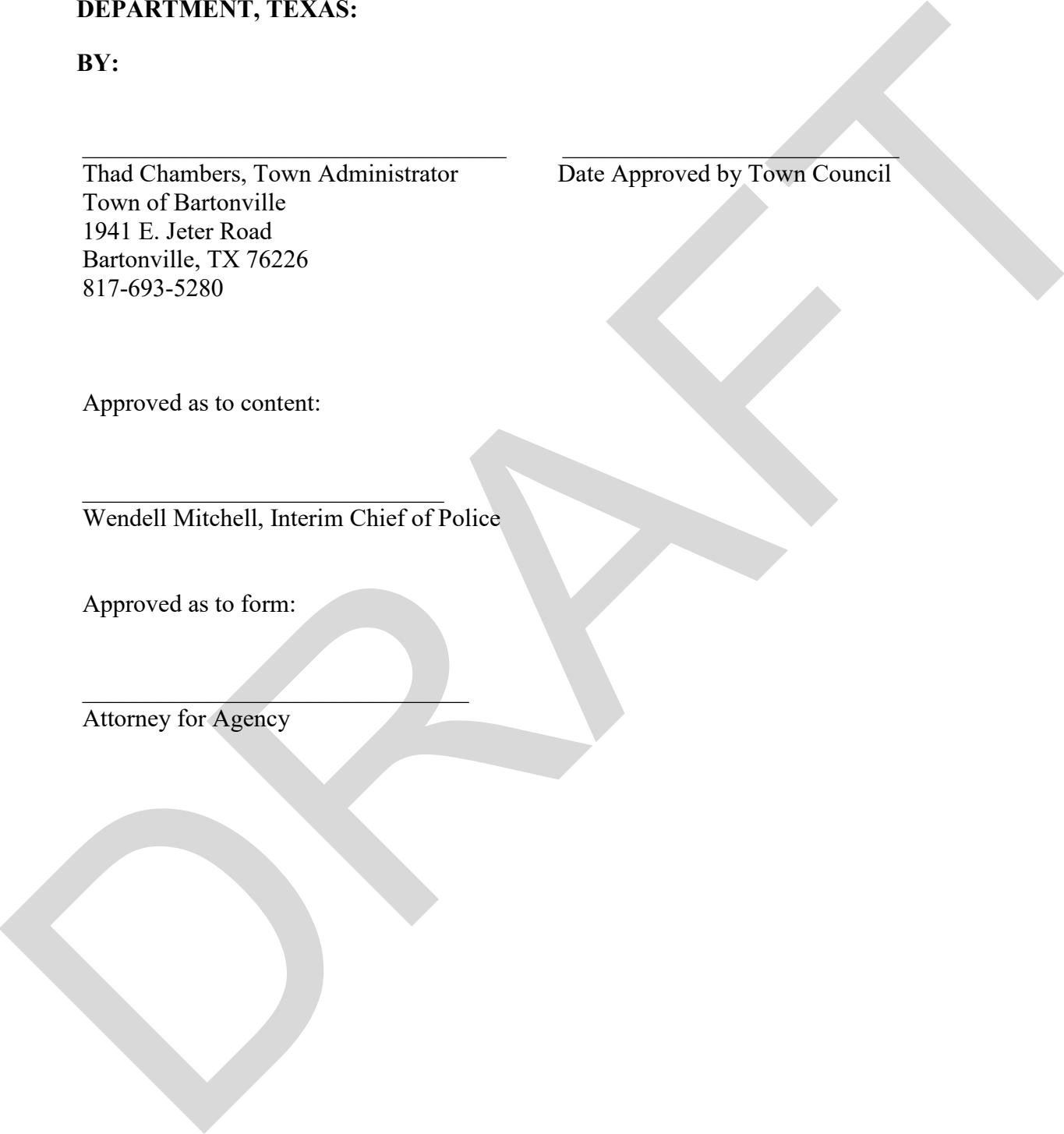
Date Approved by Town Council

Approved as to content:

Wendell Mitchell, Interim Chief of Police

Approved as to form:

Attorney for Agency



APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

_____ Date: _____

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

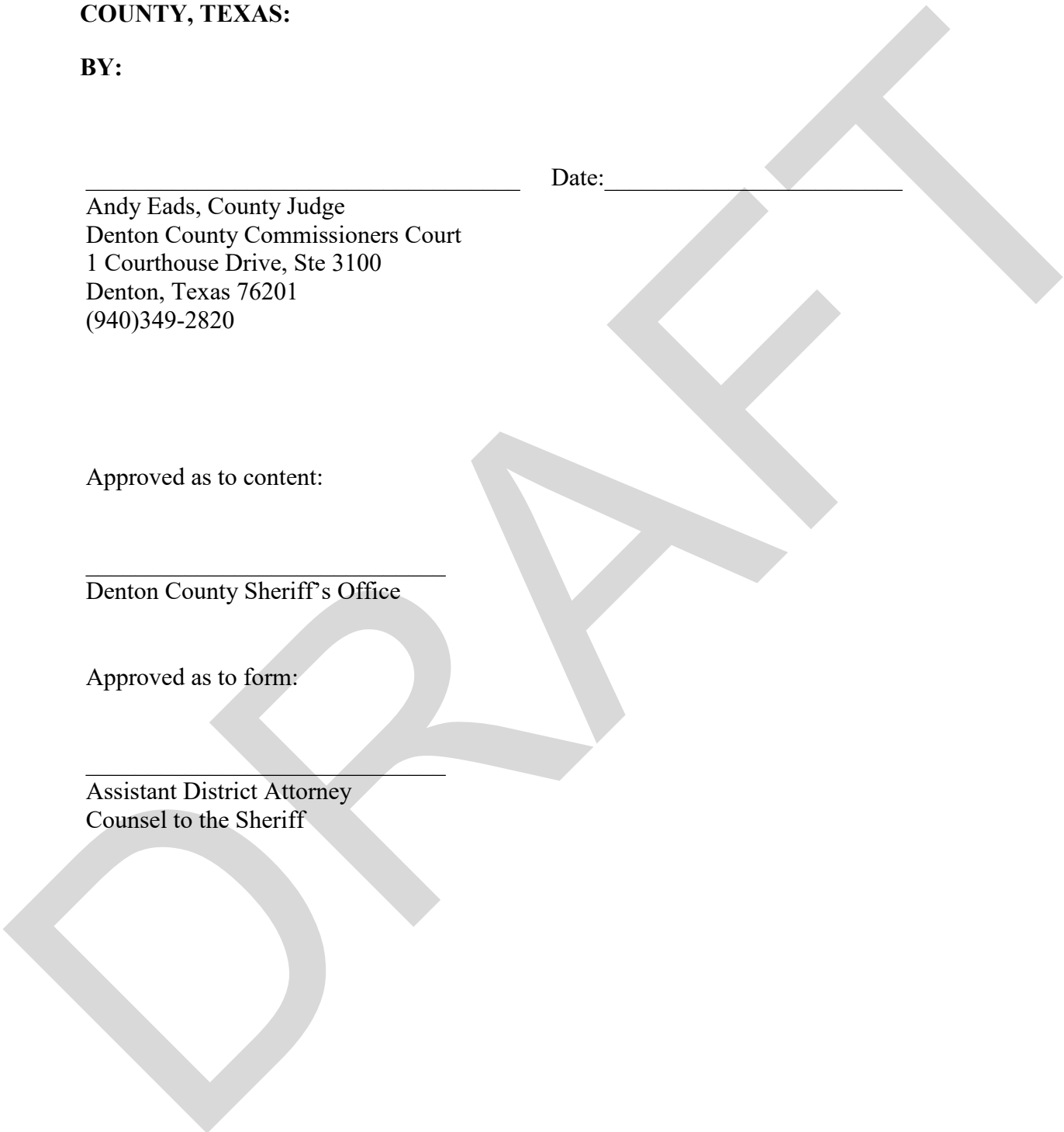


Exhibit A
Denton County Sheriff's Office
Radio Communications System Agreement
FY 23-24 Agency Payment Worksheet/Invoice

Agency:	Bartonville Police Department	
Payment Contact Person:	Thad Chambers, Town Administrator	
Phone Number:	817-693-5280	
Email(s):	tchambers@townofbartonville.com	
Address:	1941 E. Jeter Road	
City, State, Zip	Bartonville, TX 76226	
Agency Should Include this Worksheet with Each Payment Sent to Denton County.		
Make checks payable to:	Denton County	
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205	
Please select one of the following options:		
<u>Tier 1</u>		<u>Tier 3</u>
Radio User ONLY - \$4 each per month		Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month
PD Radio Subscribers	10	\$480.00
PD Radio Subscribers	10	\$720.00
Total Amt Per Year =		<u>\$480.00</u>
Total Amt Per Year =		<u>\$720.00</u>
<u>BILLED ANNUALLY</u>		

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date



TOWN COUNCIL COMMUNICATION

DATE October 17, 2023

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider approval of a Resolution establishing the Town of Bartonville, Texas Insurance Trust Fund, authorizing the Trust Agreement and appointing Trustees for the Town.

SUMMARY:

The Town's Insurance Broker, HUB International, has requested that a Texas Insurance Agreement be approved to provide the Town exempt status from imbedded insurance premium taxes.

Mr. Rodney Dryden, HUB International, will be in attendance to present the information and answer any questions Council may have.

RECOMMENDED MOTION OR ACTION:

Motion to approve a Resolution establishing the Town of Bartonville, Texas Insurance Trust Fund, authorizing the Trust Agreement and appointing Trustees for the Town.

ATTACHMENTS:

- Resolution
- Trust Agreement

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BARTONVILLE, TEXAS ESTABLISHING THE TOWN OF BARTONVILLE,
TEXAS INSURANCE TRUST FUND, AUTHORIZING THE TRUST
AGREEMENT AND APPOINTING TRUSTEES FOR THE TOWN OF
BARTONVILLE, TEXAS**

WHEREAS, the goal of the Town of Bartonville, Texas is to provide policies and benefits that are competitive; and

WHEREAS, the Town of Bartonville, Texas realizes the importance of containing costs where possible; and

WHEREAS, the Town of Bartonville, Texas desires exempt status from imbedded insurance premium taxes on applicable group insurance plans; and

WHEREAS, the Texas Insurance Code § 222.002 allows cities and towns to pay insurance premiums through a single non-profit trust to achieve exemption from embedded insurance premium taxes.

NOW THEREFORE BE IT RESOLVED, by the Town Council of the Town of Bartonville, Texas:

SECTION 1: The Town of Bartonville, TX Town Council does hereby approve the establishment of the Town of Bartonville, Texas Insurance Trust Fund.

SECTION 2: The Town of Bartonville, Texas Town Council does hereby authorize the Trust Agreement, as attached hereto as Exhibit "A", and appoints the Town Administrator and Town Secretary as Trustee(s) for the Town of Bartonville, Texas Insurance Trust Fund.

SECTION 3: This Resolution shall become effective upon the date of its passage.

PASSED AND APPROVED this the 17th day of October 2023.

APPROVED:

ATTEST:

Jaclyn Carrington, Mayor

Shannon Montgomery, TRMC, Town Secretary

EXHIBIT A
TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") is made and entered into as of October 17, 2023 by and between the Town of Bartonville (the "Town") and Trustees Name and/or Title (the "Trustee").

PREMISES

WHEREAS, the Town has heretofore adopted one or more insured employee welfare benefit plans which are set forth in Exhibit A attached hereto (the "Plan") the sole purpose of which is to provide health, medical and /or life benefits solely for the employees of the Town and their eligible dependents covered by the Plan;

WHEREAS, the Town is the Plan Administrator appointed to administer the Plan and the claims thereunder;

WHEREAS, the insurance policy or policies described on Exhibit A attached hereto and made a part hereof for all purposes (individually and collectively, the "Policy"), as and when issued in the name of the Trustee, will continue a trust fund (the "Trust Fund") to be held for the benefit of the employees and their eligible dependents under and in accordance with the Plan;

WHEREAS, the Town desires the Trustee to hold and administer the Trust Fund under the trust created by this Agreement (the "Trust"), and the Trustee is willing to hold and administer such Trust Fund, pursuant to the terms of this Agreement; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Town and the Trustee agree as follows:

ARTICLE I -- CONTRIBUTIONS

1.1 Receipt of Contributions. The Trustee shall receive any contributions paid to it in cash or in the form of such property as it may from time to time deem acceptable and which shall have been delivered to it. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan but shall be responsible only for property received by it pursuant to this Agreement.

1.2 Premiums. Premiums to keep the Policy in force shall be paid by the Town or by its employees or by a combination thereof.

ARTICLE II -- PAYMENTS FROM TRUST FUND

2.1 Payments Directed by Plan Administrator. The Trustee shall from time to time at the Plan Administrator's direction make payments out of the Trust Fund to the persons or entities to whom such monies are to be paid in such amounts and for such purposes as may be specified in the Plan Administrator's directions. To the extent permitted by law, the Trustee shall be under

no liability for any payment made pursuant to the direction of the Plan Administrator. Any direction of the Plan Administrator shall constitute a certification that the distribution or payment so directed is one which the Plan Administrator is authorized to direct.

2.2 Payment of Funds. Payments from the trust will be limited to those which pay the group accident, health and life premiums of employees or dependents of the Town who are insured under the insurance policies held by the trust or the Town and those expenses reasonable and necessary for a trustee to conduct the business of the trust as limited by the nature of the trust described by section 222.02 of the Texas Insurance Code.

2.3 Impossibility of Diversion. It shall be impossible at any time for any part of the Trust Fund to be used for, or diverted to, purposes other than to provide the benefits contemplated under the Plan for the exclusive benefit of covered employees and their dependents, except that any taxes and administration expenses for which the Trust is liable may be made from the Trust Fund as provided for herein.

ARTICLE III -- INVESTMENTS

3.1 Powers. The Trustee is a nondiscretionary Trustee who does not have discretion or authority with respect to the investment or administration of the Trust Fund. The Trustee will act solely as a directed trustee of the Policy and any other funds contributed to the Trust Fund; provided, however, that the contributions of any other such funds shall be consistent with the purpose of the Trust as described above in the PREMISES section of the Agreement. The Plan Administrator shall have the sole authority to direct the Trustee with respect to the exercise of its powers under this Agreement. Subject to the foregoing provisions of this section, the Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Agreement, shall have the following powers and authorities:

- (a) To Purchase, or subscribe for, any securities or other property and to retain the same trust; provided however, that the Trustee is prohibited from selling or purchasing stock options;
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction, and any sale may be made for cash or upon credit, or partly for cash and partly for credit. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;
- (c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other similar rights, and to make any payments incidental thereto; to oppose, or consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay assessments or charges in connection therewith; and generally to exercise any powers of an owner with respect to stock, bonds, securities or other property held as part of the Trust Fund;

- (d) To cause any securities or other property held as part of the Trust Fund to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;
- (e) To borrow or raise money for the purpose of the Trust in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see the application of the money lent or inquire into the validity, expediency, or propriety of any borrowing;
- (f) To keep such portion of the Trust Fund in cash or balances as may be in the best interests of the trust created hereby, without liability for interest thereon;
- (g) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;
- (h) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (i) To settle, compromise, or submit to arbitration any claims, debt, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal administrative proceedings;
- (j) To employ suitable agents and counsel and to pay their expenses and compensation, such agents or counsel may or may not be agents or counsel for the Town;
- (k) To acquire real estate by purchase, exchange, or as a result of any foreclosure, liquidation, or other salvage as the result of any foreclosure, liquidation, or other salvage of any investment previously made hereunder; to hold such real estate in such manner and upon such terms as the Trustee may deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years any such real estate or any other real estate constituting a part of the Trust Fund, upon such terms and conditions as the Trustee deems proper, using other trust assets for any of such purposes if deemed advisable;
- (l) To invest funds of the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest in a Trustee's bank;
- (m) To invest in Treasury Bills and other forms of United States government obligations;
- (n) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations; and;
- (o) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust Fund, and to carry out the purpose of this Trust.

3.2 More Than One Trustee. If there shall be more than one trustee under this Agreement, they shall act by a majority of their number, but may authorize any one or more of them to sign papers and instruments on their behalf.

3.3 Fees and Expenses. The Trustee may be paid such reasonable compensation as shall from time to time be agreed upon in writing by the Town and the Trustee. An individual serving as Trustee who already receives compensation as an employee from the Town shall not receive compensation from the Trust except for reimbursement of expenses, including reasonable counsel and accounting fees, incurred by the Trustee in the administration of the Trust Fund. Such compensation and expenses shall be paid from the Trust Fund.

ARTICLE IV – TRUSTEE’S DUTIES

4.1 General. The Trustee shall discharge its duties under this Agreement solely in the interest of the employees covered under the Plan and their dependents and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Trust, with the care, skill, prudence and diligence under prevailing circumstances that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Agreement insofar as they are consistent with the provisions of applicable law, as this Agreement and such law may be from time to time amended; but the duties and obligations of the Trustee as such shall be limited to those expressly imposed upon it by this Agreement notwithstanding any reference herein to the Plan, or the provisions thereof, it being hereby expressly agreed that the Trustee is not a party to the Plan.

4.2 Indemnification. The City agrees, to the extent permitted by law, to indemnify and hold the Trustee harmless from and against any liability that the Trustee may incur in the administration of the Trust Funds, unless arising from the Trustee's own willful breach of the provisions of this Agreement. The Trustee shall not be required to give any bond or any other security for the faithful performance of its duties under this Agreement, except such as may be required by a law which prohibits the waiver thereof.

4.3 Accounts and Records. The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder, and all such accounts and other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Plan Administrator.

4.4 Limitation on Trustee's Liability. The Plan Administrator shall administer the Plan as provided therein, and the Trustee shall not be responsible in any aspect for administering the Plan nor shall the Trustee be responsible for the adequacy of contributions to the Trust Fund to meet or discharge any payments or liabilities under the Plan. The trustee shall be entitled conclusively to rely upon notice, instruction, direction, or other communication of the Plan Administrator.

ARTICLE V -- RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

5.1 Resignation. The Trustee may resign at any time by giving 30 days' notice in writing to the Town.

5.2 Removal. The Town may remove the Trustee at any time upon 30 days' notice in writing to the Trustee.

5.3 Successor Trustee. Upon resignation or removal of the Trustee, the Town shall appoint a successor trustee who shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of such appointment by the successor trustee, the Trustee assign, transfer, and pay over to such successor trustee the funds and properties then constituting the Trust Fund. The Trustee is authorized, however, to reserve such reasonable sum or money, as it may deem advisable for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor trustee.

5.4 Waiver of Notice. In the event of any resignation or removal of the Trustee, the Trustee and the Town may in writing waive any notice of resignation or removal as may otherwise be provided hereunder.

ARTICLE VI -- AMENDMENT AND TERMINATION OF AGREEMENT

6.1 Amendment. Any or all of the provisions of this Agreement may be amended at any time and from time to time, in whole or in part, by an instrument in writing. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the employees and their dependents; no such amendment shall cause or permit any portion of the Trust Fund to revert to or become the property of the Town; and no such amendment which affects the rights or duties of the Trustee may be made without the Trustee's written consent.

6.2 Termination. This Agreement may be terminated at any time by the Town, and upon such termination, the Trust Fund shall be paid out and/or transferred by the Trustee as and when directed by the Plan Administrator or the Town, in accordance with the provisions of Article II hereof and the terms of the Plan.

ARTICLE VII -- GENERAL

7.1 Limited Effect of Plan and Trust. Neither the establishment of the Plan nor the Trust nor any modification thereof, nor creation of any fund or account, nor the payment of any welfare benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Town, or any officer or employee thereof, except as may otherwise be provided in the Plan or in the Trust. Under no circumstances shall the term of employment of any employee be modified or in any way affected by the Plan or this Trust.

7.2 Protective Clause. Neither the Town nor the Trustee shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

7.3 Construction of Trust. This Trust shall be construed and enforced according to the laws of the State of Texas. If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Trust.

7.4 Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and wherever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.5 Headings. The headings and sub-headings of this Trust have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

Town of Bartonville
1941 E. Jeter Road
Bartonville, Texas 76226

By:

Shannon Montgomery,
Town Secretary, Trustee

Thad Chambers,
Town Administrator, Trustee

ATTEST:

Andrea Carpenter, Deputy Town Secretary



TOWN COUNCIL COMMUNICATION

DATE October 17, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discuss and consider recommendations from the Traffic Committee regarding:

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

SUMMARY:

The Traffic Committee conducted a public meeting on September 18, 2023, to discuss various issues related to traffic safety enhancements and related matters.

The committee unanimously voted to recommend to the Town Council the removal of the southbound rumble strips located on Porter Road north of Broome Road. This is recommended due to the close proximity of the rumble strips to a residence, and the noise generated by vehicles running over the strips as they approach the intersection. The rumble strips were placed as an added warning of the new stop sign location, but they are not required.

The committee unanimously voted to recommend to the Town Council that Bartonville pursue two issues with The Texas Department of Transportation (TxDOT): 1) placement of “No U-Turn” signs at IT Neely and FM 407, and 2) the possibly of adding an additional left turn land from McMakin onto FM 407 by converting the middle lane to allow for drivers to travel straight onto Blanco or turn left into the outside lane of FM 407.

The committee unanimously voted to recommend to the Town Council additional signage at the intersection of Gibbons Road and Jeter Road designating the split between East Jeter Road and West Jeter Road. This would reduce driver confusion and clarify that Gibbons is the split between East and West.

The committee unanimously voted to recommend to the Town Council a 25 MPH speed limit for Deer Hollow. Eagle Ridge and Hudson Hills were previously assigned 25MPH limits by Ordinance 740-22.

FISCAL INFORMATION:

Budgeted: Yes Amount: \$2,500.00 GL Account: 100.10.5103

RECOMMENDED MOTION OR ACTION:

Move to approve the recommendations from the Traffic Committee as presented.

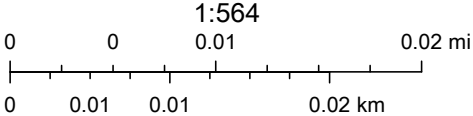
ATTACHMENTS:

- Rumble strip location map
- IT Neely/FM 407 intersection map
- McMakin/FM 407 intersection map
- Gibbons Road/Jeter Road intersection map



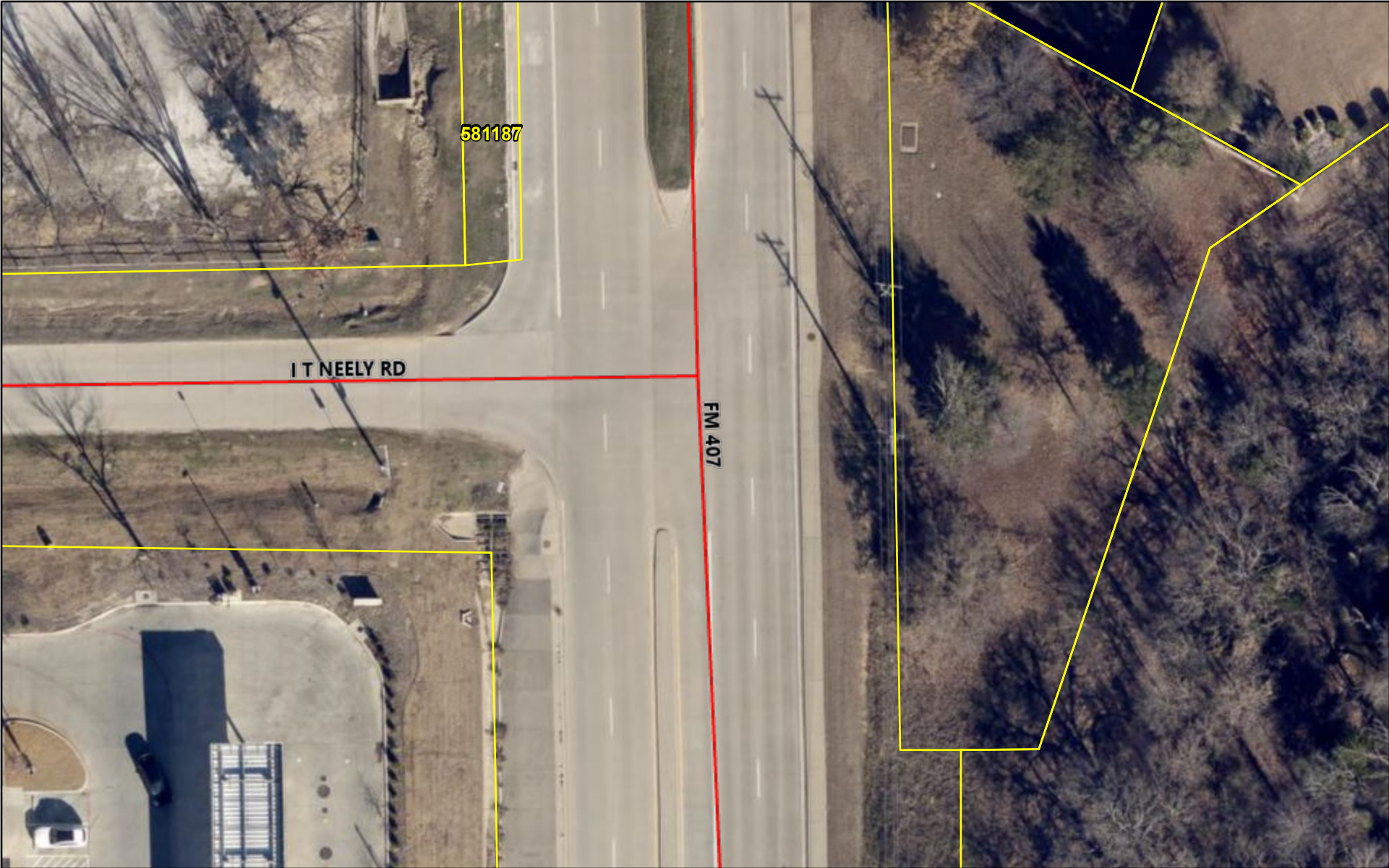
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- Parcels
- Roads



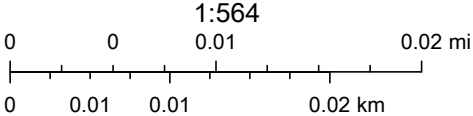
Denton Central Appraisal District, dentoncad.com

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- Parcels
- Roads



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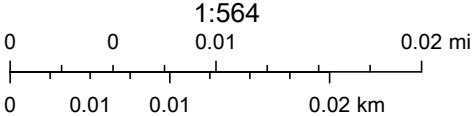
Denton CAD Web Map

Item G2.



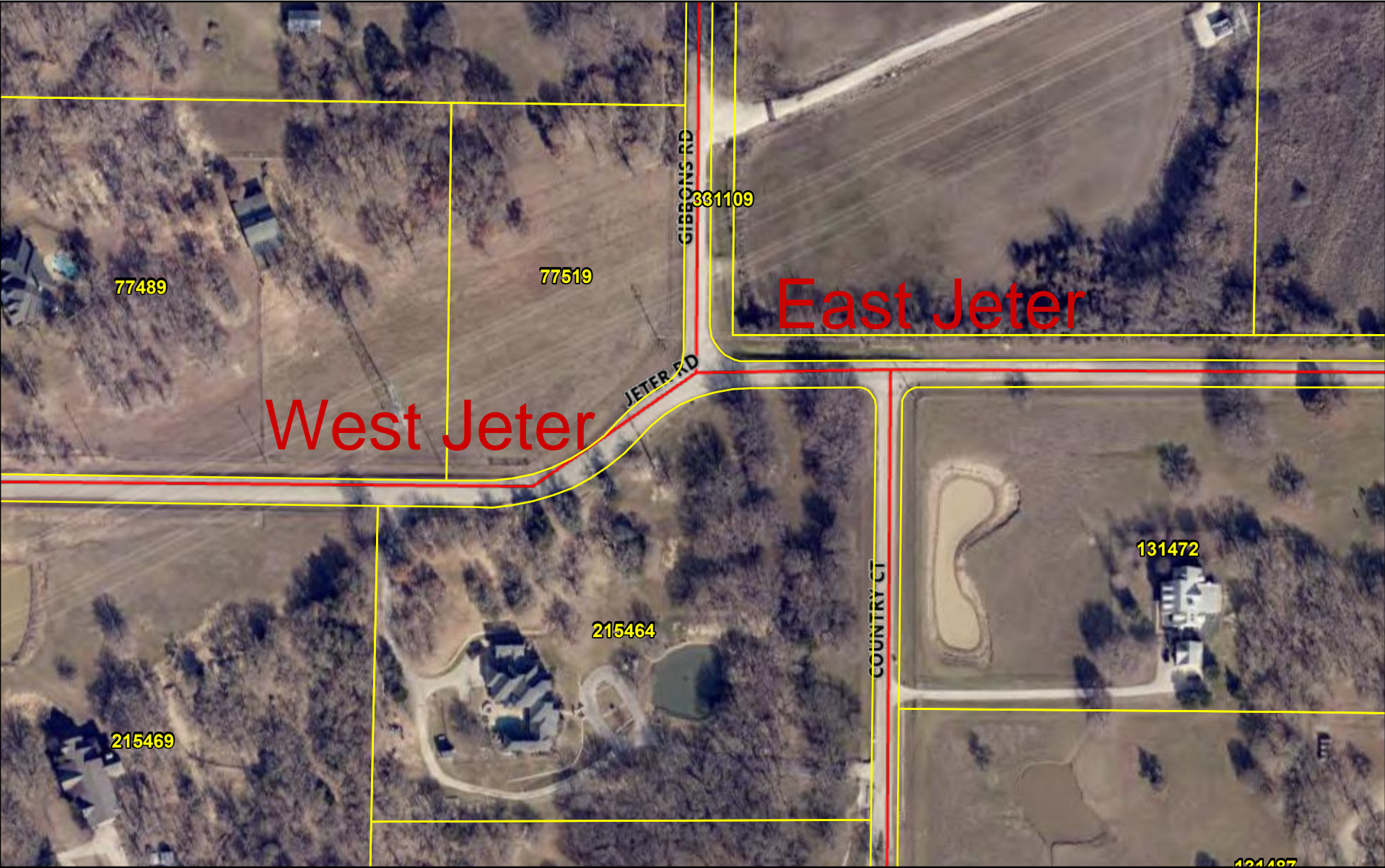
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-  Parcels
-  Roads



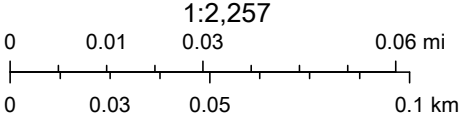
Denton Central Appraisal District, dentoncad.com

Denton County Appraisal District, Harris Govern -- www.harrisgovern.com
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- Parcels
- Roads



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TOWN COUNCIL COMMUNICATION

DATE October 17, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discuss and consider rescheduling the November 21, 2023 Council Meeting to November 14, 2023.

SUMMARY:

Typically, at this time of year, Staff reviews the calendar and brings forward an item for Town Council consideration regarding the November and December meeting dates due to holiday schedules.

The November meeting is currently scheduled two days before Thanksgiving, which could create a quorum issue due to the holiday.

The December meeting falls the week before Christmas, which we would not anticipate causing any quorum issues.

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

N/A