



BARTONVILLE TOWN COUNCIL AGENDA

May 16, 2023 at 7:00 PM

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

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE

C. PRESENTATIONS

1. Issue Certificates of Election, Statement of Elected Official, and provide the Oath of Office to newly elected Officials.
2. Recognition of Outgoing Town Councilmember Josh Phillips.
3. Announcement from newly elected Town Councilmember Margie Arens.
4. Recognition of Tammy Dixon, Town Secretary.

D. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Denton County Emergency Services District #1.
2. Police Chief Report - Department Statistics/Activities April 2023.
3. Town Administrator - Monthly Reports April 2023: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits.

E. CONSENT AGENDA

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

1. Consider approval of the April 18, 2023, regular meeting minutes.
2. Consider approval of an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville for Shared Governance Communications & Dispatch Services System for Fiscal Year 2023-2024 in the amount of \$6343.00; and authorize the Town Administrator and Chief of Police to execute same on behalf of the Town.
3. Consider approval of a resolution nominating Sue Tejml to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District.
4. Consider approval of a resolution approving and adopting the 2023 Denton County Hazard Mitigation Plan.

F. REGULAR ITEMS

- 5.** First reading of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management LLC.
- 6.** First reading of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Sakhouse Investments, LLC.
- 7.** Discuss and consider approval of an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 6, "Health and Sanitation," Article 6.05 "Refuse, Garbage, Rubbish and Junk," to establish regulations as to placement time of waste and recycling receptacles, and other amendments.
- 8.** Second reading of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management LLC.
- 9.** Second reading of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Sakhouse Investments, LLC.
- 10.** Discuss and consider approval of an ordinance amending the Town's Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, as adopted by Ordinance No. 735-22; and amended by Ordinance 738-22 providing for adjustments to the General Fund, Vehicle Computer Fund, and creating an Opioid Abatement Fund.
- 11.** Discuss and consider appointments to the ad hoc Special Events Advisory Committee.
- 12.** Consider approval of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management LLC.
- 13.** Consider approval of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Sakhouse Investments, LLC.

G. CLOSED SESSION

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

- 1.** Section 551.074 Personnel Matters to deliberate and consider the appointment and employment of a public officers or employees; to wit: Mayor Pro Tem.
- 2.** Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding solar energy device regulations, and any and all legal issues related thereto.
- 3.** Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding an Economic Development Agreement between the Town of Bartonville and NewQuest Properties and related matters.

4. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding a funding request from the Denton County Emergency Services District #1, and any and all legal issues related thereto.

H. RECONVENE OPEN MEETING

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

I. FUTURE ITEMS

J. ADJOURNMENT

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/ Tammy Dixon, Town Secretary

Posted: May 12, 2023 at 9:00 a.m.

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.



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary
Issue Certificates of Election, Statement of Elected Official, and provide the Oath of
AGENDA ITEM: Office to newly elected Officials.

SUMMARY:

On February 27, 2023, Town Secretary Tammy Dixon submitted a Certification of Unopposed Candidates certifying that no person had made a declaration of write-in candidacy for the May 6, 2023, General Election and that Jim Roberts (Place 1), Clay Sams (Place 3), and Margie Arens (Place 5) were unopposed.

At the March 21, 2023, Council Meeting, the Town Council adopted Resolution No. 2023-06 which officially declared the unopposed candidates elected to office. Candidates elected through cancellation must also qualify for office, be issued a Certificate of Election, Statement of Elected Official and take the oath of office, the same as candidates elected an election.

The Texas Constitution prescribes a written statement that all elected officers must sign and take an oath before they enter upon the duties of their offices. These actions are to occur after the election is canvassed. Although the May General Election was canceled as noted above, the procedures for candidates elected through the cancellation procedure remain the same except that no canvass is conducted.

RECOMMENDED MOTION OR ACTION:

N/A

Denton County

ESD No. 1

Monthly Report



Monthly Activity Report

APRIL 2023



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Denton County ESD No. 1

APRIL 2023

DCESD1 Personnel

Operations

Captains	9
Apparatus Operators (Engineers)	9
Full-Time Fire Fighters	20
Part-Time Employees	12
Vacancies	0
Total	50
Full-Time Paramedics	37
Part-Time Paramedics	10

Fire Administration

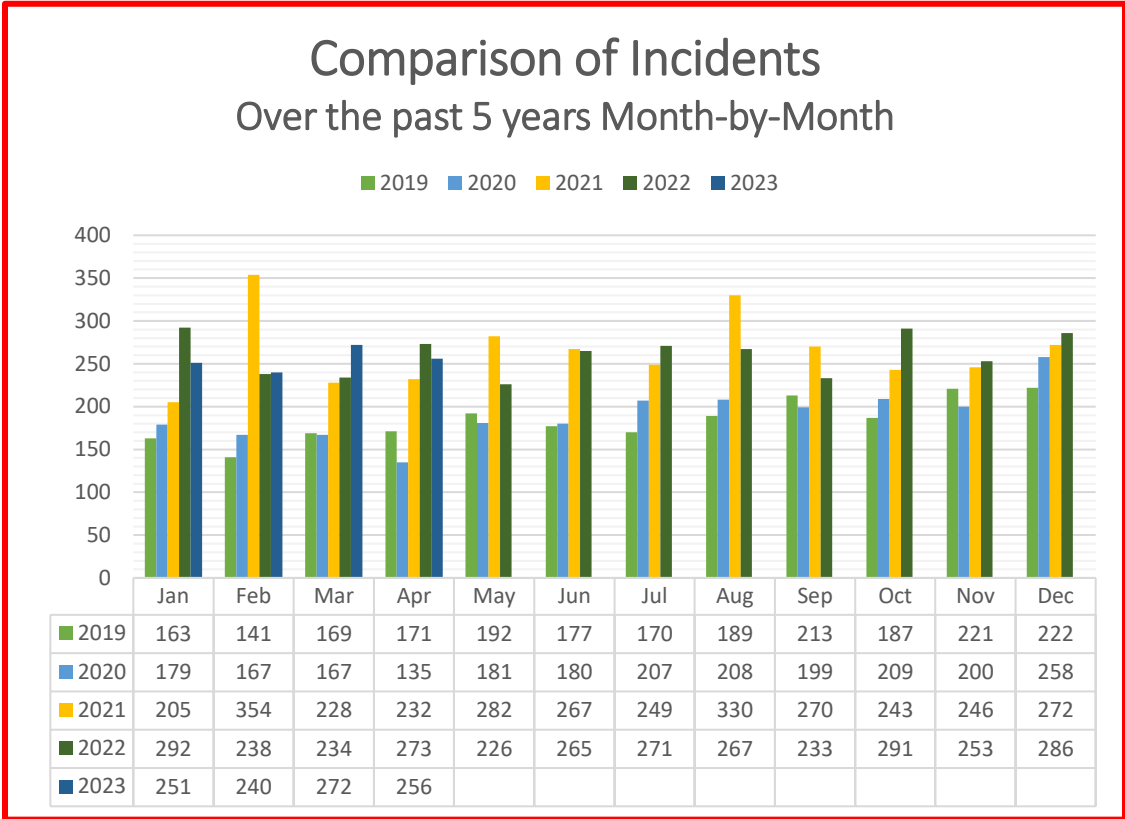
Fire Chief	1
Assistant Chief	1
Division Chief	1
Administrative Assistant	1
Director of Communications	1
Total	5
Paramedics	31
Department Total	55
Sworn Staff	53
Civilians	2



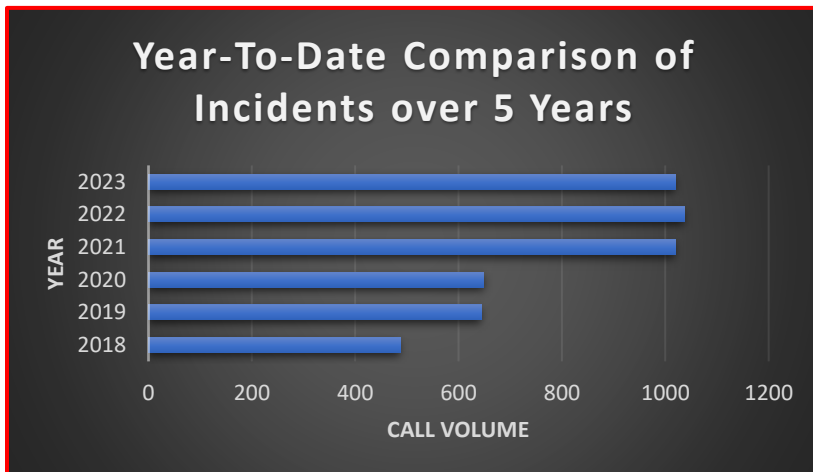
Denton County ESD No. 1

APRIL 2023

DCESD Total Incident Count



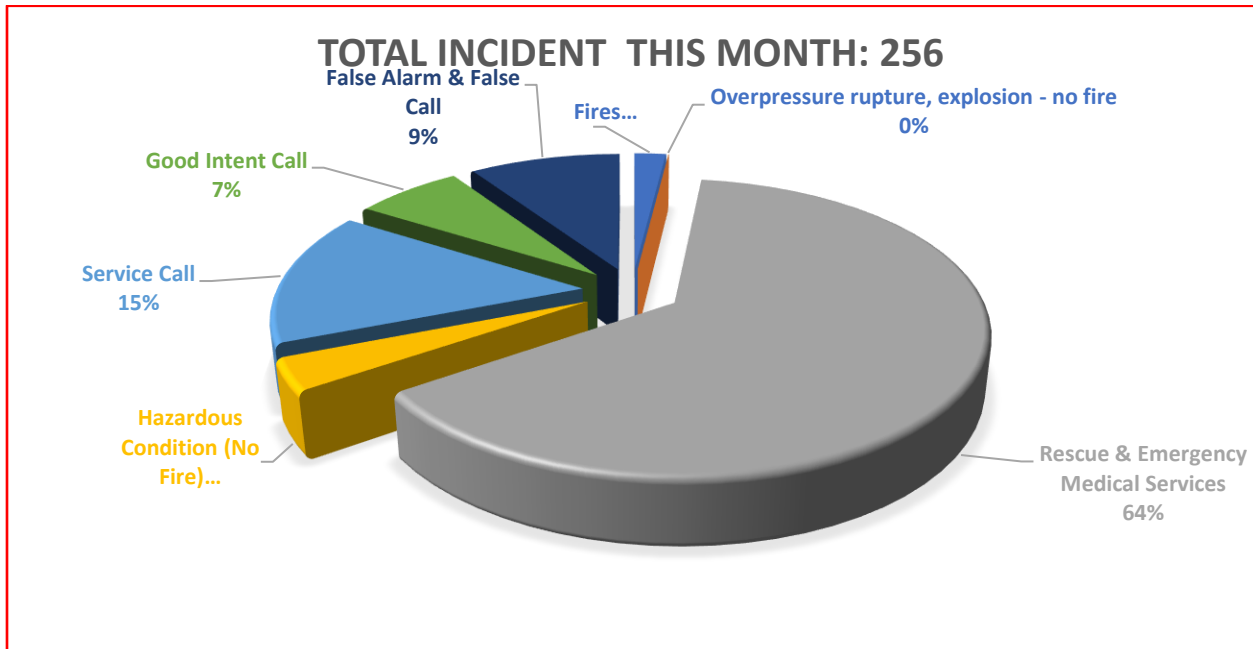
Year-to-Date Totals



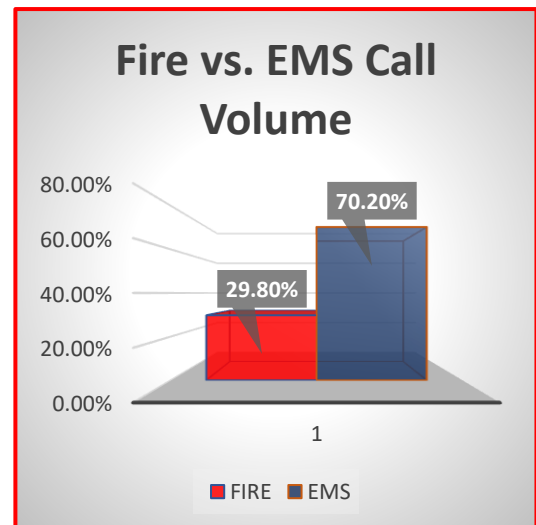
DCESD	YTD
2018	487
2019	644
2020	646
2021	1019
2022	1037
2023	1019



INCIDENT STATISTICS



Major Incident Types	
Fires	1.96%
Rescue & Emergency Medical Services	63.53%
Overpressure rupture, explosion – no fire	0%
Hazardous Condition (No Fire)	3.53%
Service Call	14.90%
Good Intent Call	6.67%
False Alarm & False Call	9.41%

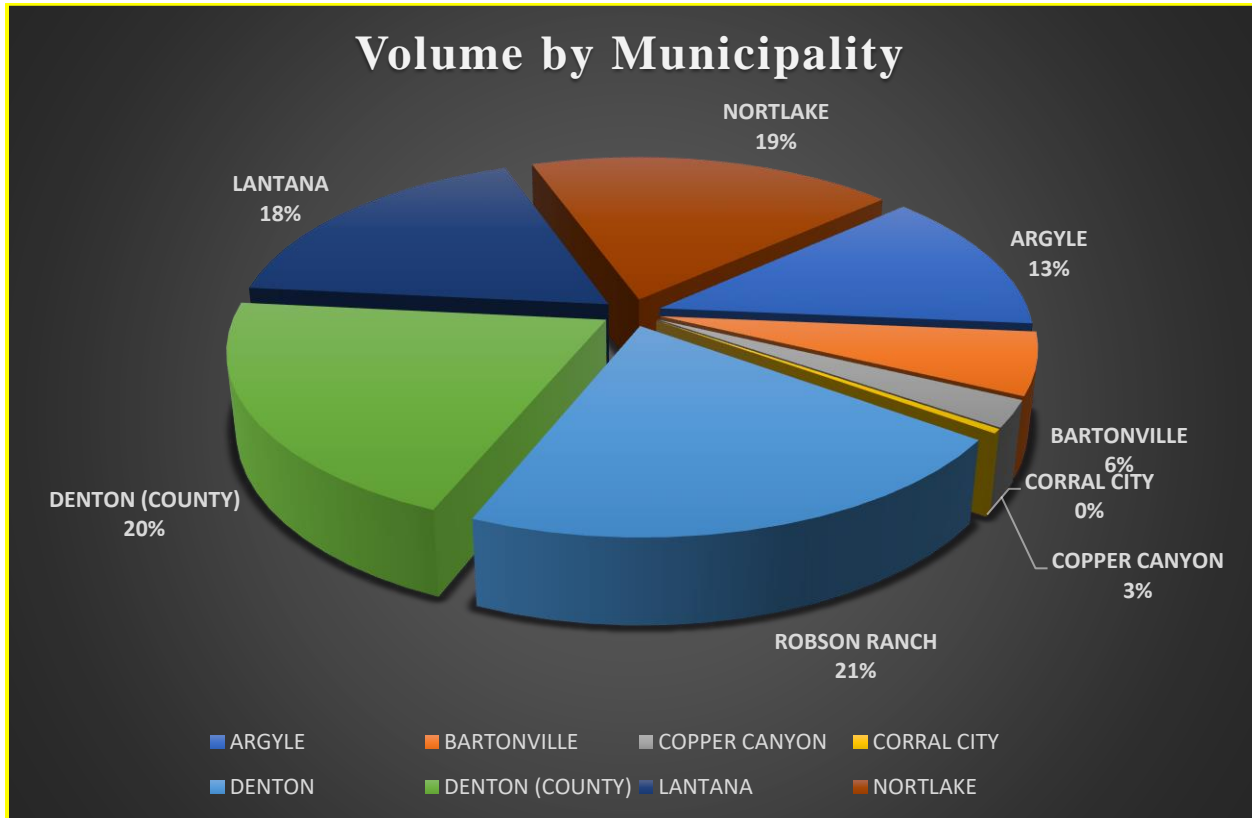


Percentage of Overlapping Calls

Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
76	29.8%



Municipality Volume



Volume per Municipality	
MUNICIPALITY	# INCIDENTS
ARGYLE	32
BARTONVILLE	14
COPPER CANYON	6
CORRAL CITY	1
ROBSON RANCH	52
DENTON (COUNTY)	50
LANTANA	44
NORTLAKE	46

MUTUAL AID GIVEN:	
Double Oak FD	1
Flower Mound FD	2
Highland Village FD	2
Justin FD	2
Lake Cities FD	3
MUTUAL AID RECEIVED:	
Double Oak VFD	1
Flower Mound FD	6
Justin FD	1
Roanoke FD	1



Incident Response Times

90th Percentile Assessment

Lights and Sirens – 90 th Percentile Time (Dispatch to Arrival)	
Overall	10:26
FIRE	09:55
EMS	10:32

Internal Compliance Goal: Less than 8-minute response time from dispatch to first unit on arrival time. Assessment is performed by taking the total number of incidents where lights and sirens were utilized while responding to the incident.

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

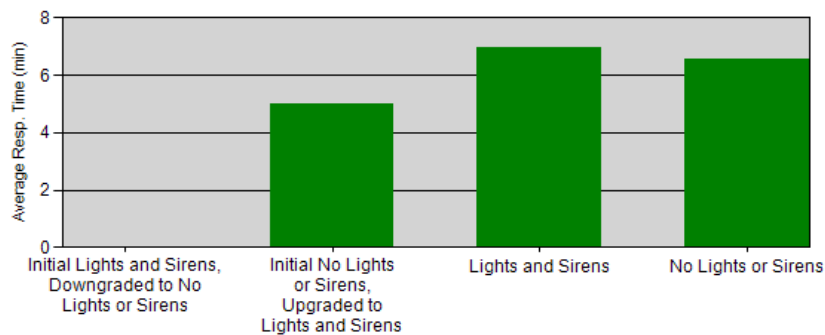
FIRE Response: (bunker gear required)

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

EMS Response: (no bunker gear required)

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

Average Response Time Assessment



RESPONSE MODE	CALLS	AVERAGE RESPONSE TIME (minutes)
Initial Lights and Sirens, Downgraded to No Lights or Sirens	0	0:00
Initial No Lights or Sirens, Upgraded to Lights and Sirens	1	5:00
Lights and Sirens	371	6:58
No Lights or Sirens	26	6:54



Denton County ESD No. 1

APRIL 2023

Community Outreach Events

Fire Station Tours	0
Public Education Events	14
Ride Along	9
Community CPR Classes	3
- Number of CPR Students	60

Total Events 26

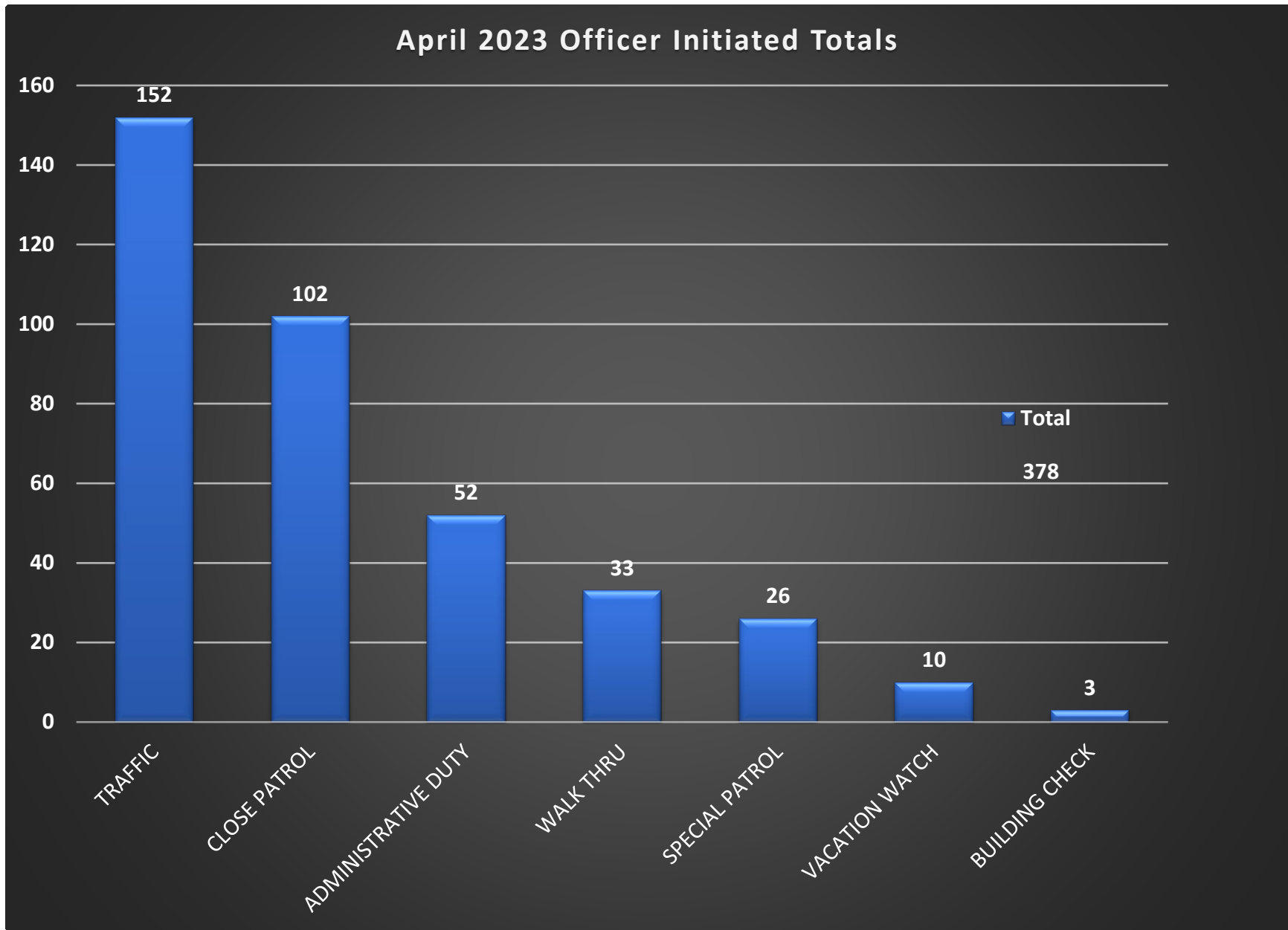
Fire Inspection Report

OCCUPANCY	COUNT
INSPECTION TYPE: Certificate of Occupancy	
Low Hazard Storage	1
INSPECTION TYPE: Fire Protection System Inspection	
Business Office	3
Low Hazard Storage	1
Multi-Family Residential	1
Single Family Residence	21
Total # of Inspections:	27

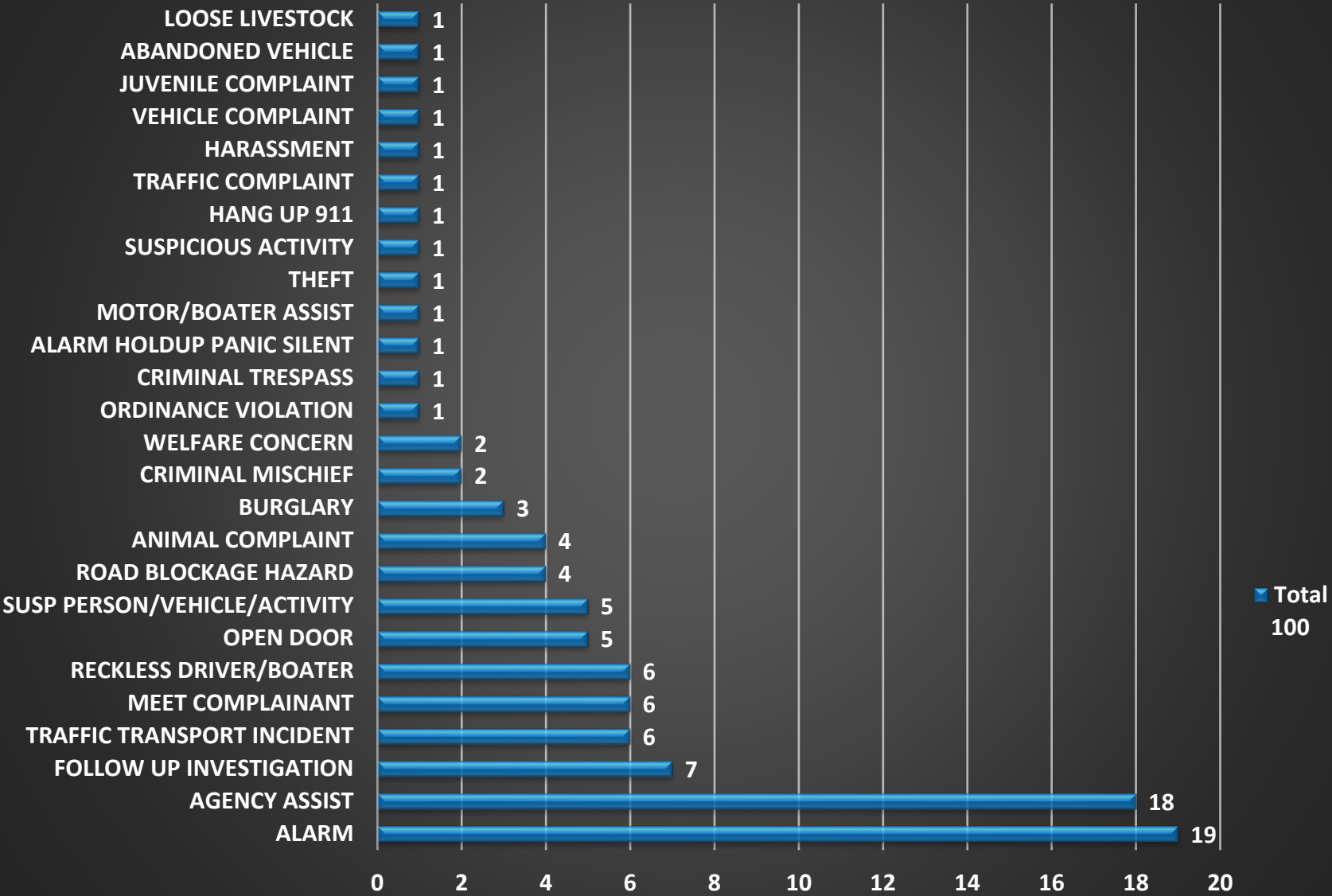
Bartonville Police Department

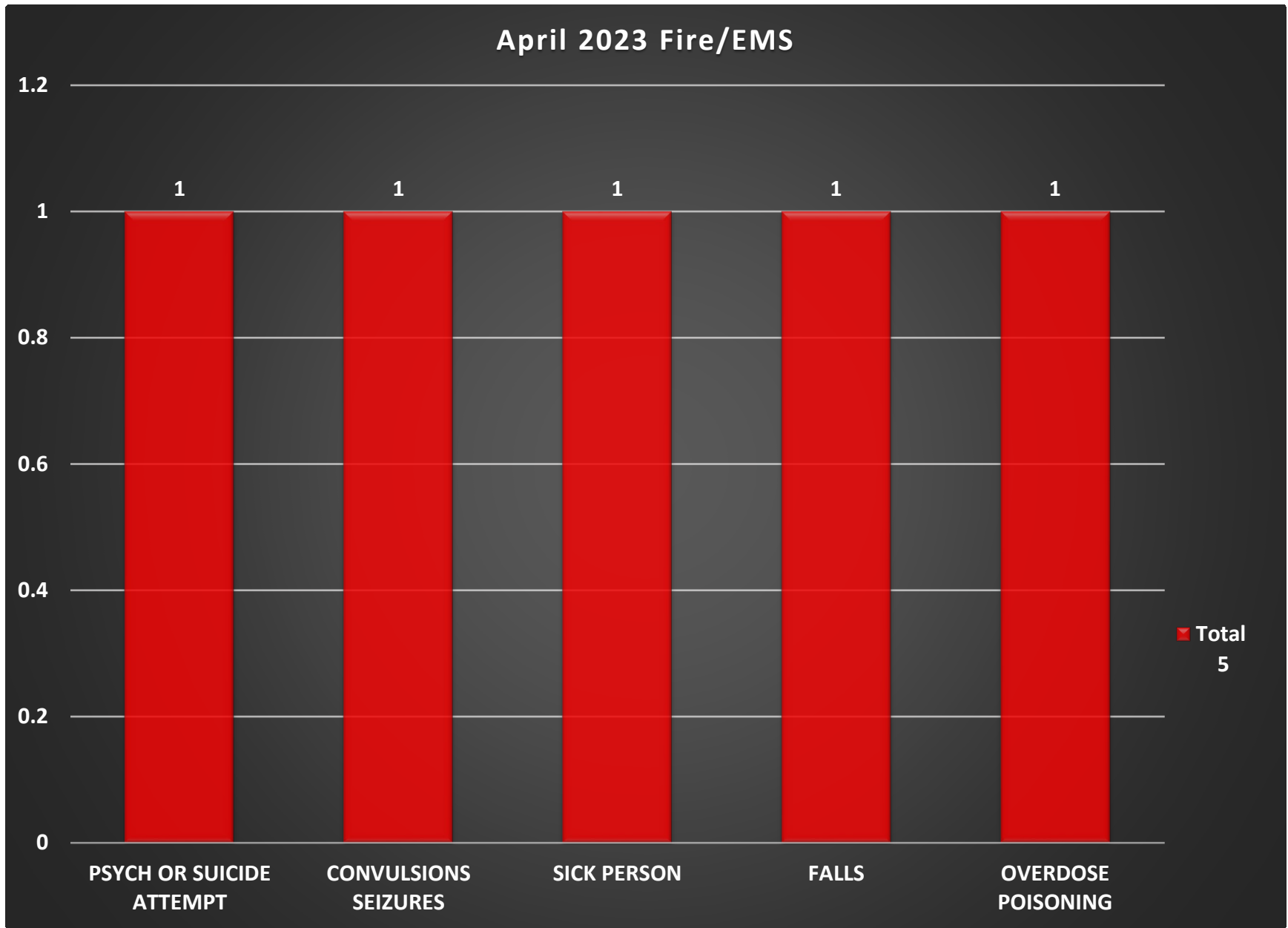
Monthly Report

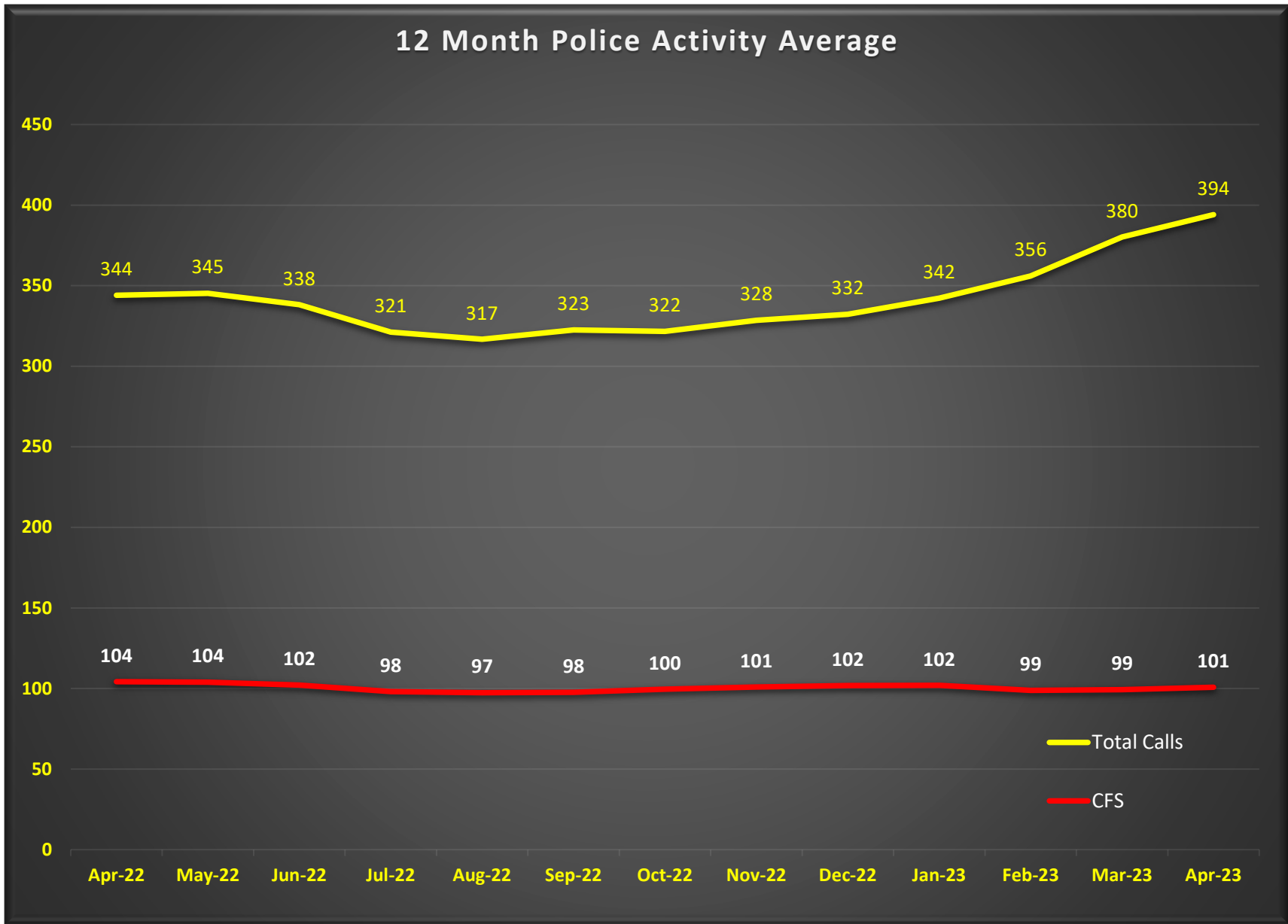




April 2023 Calls for Service Totals

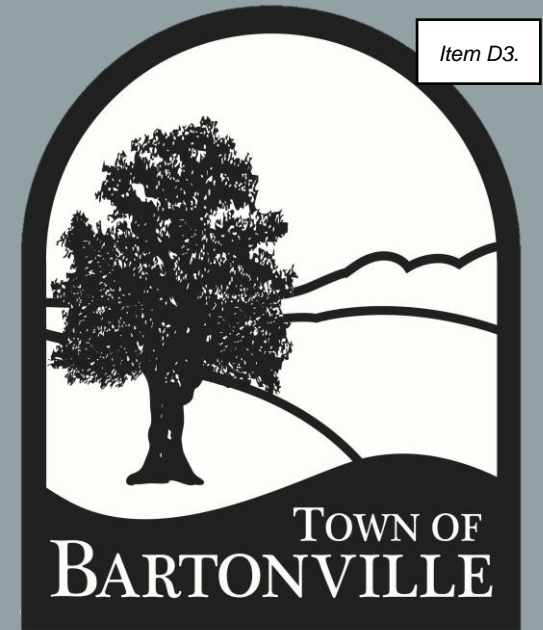






Town of Bartonville Monthly Financial Report

Month Ending
April 3, 2023



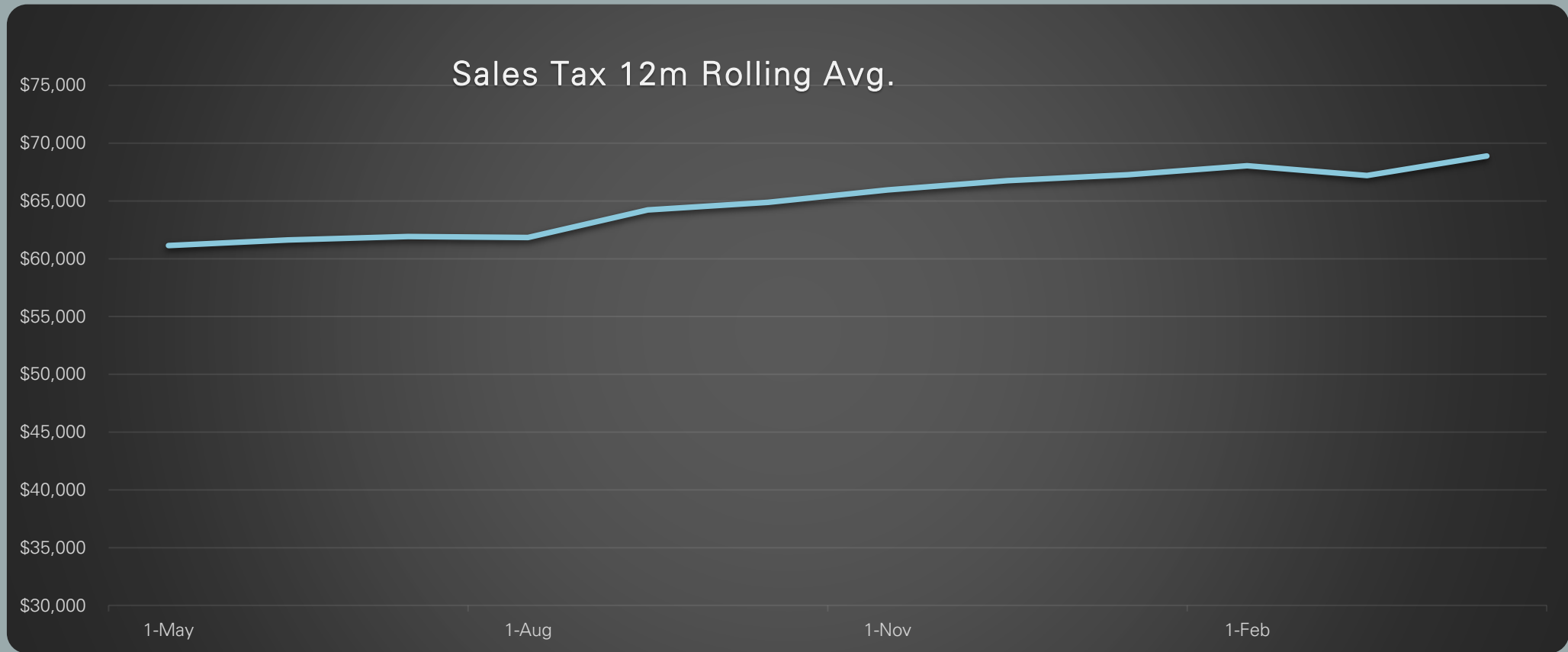
PRESENTED:
MAY 16, 2023

All General Fund Revenues

	April 2023 Revenue	Year to Date Revenue	Current Year Budget	Projected Revenue Remaining	% of Budgeted Revenue Remaining	Prior year YTD	Prior year ending balance
Sales Tax	\$48,643.17	\$465,341.88	\$759,800.00	\$294,458.12	38.75%	\$409,295.67	\$779,406.91
Property Tax	\$320.57	\$955,001.50	\$943,000.00	(\$12,001.50)	(1.27)%	\$793,385.27	\$810,247.20
Franchise Fees	\$40,857.32	\$171,550.51	\$157,500.00	(\$14,050.51)	(8.92)%	\$138,983.07	\$211,360.40
Other/Transfer	\$14,754.56	\$123,633.44	\$134,000.00	\$10,366.56	7.74%	\$15,274.12	\$15,179.04
Development Fees	\$33,838.00	\$105,414.24	\$30,000.00	(\$75,414.24)	(251.38)%	*	*
Permit Fees	\$11,550.00	\$129,606.48	\$132,900.00	\$3,293.52	2.47%	*	*
Municipal Court	\$9,956.50	\$51,041.21	\$60,000.00	\$8,985.79	14.93%	\$27,484.06	\$56,295.24
Total Revenue	\$159,920.12	\$2,001,589.26	\$2,217,200.00	\$215,610.74	9.72%	*	*

* "Development Fees" are being moved to a receivables account due to the audit. This impacts the other listed accounts.

Sales Tax Collections



All General Fund Expenditures

	April 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	\$130,508.18	\$608,640.02	\$1,092,716.00	\$484,075.98	44.30%	*	*
Police	\$60,482.90	\$409,052.25	\$780,986.00	\$371,933.75	47.62%	\$260,099.77	\$537,727.68
Municipal Court	\$450.00	\$2,900.00	\$5,400.00	\$2,500.00	46.30%	\$3,350.00	\$6,000.00
Transfers	\$7,109.95	\$207,459.29	\$241,600.00	\$34,140.71	14.13%	\$218,935.62	\$307,035.89
Total Expenses	\$198,551.03	\$1,228,051.56	\$2,120,702.00	\$892,650.44	42.09%	*	*

* "Development Fees" are being moved to a receivables account due to the audit. This impacts the other listed accounts.

Expenditures by Department

Administration

	April 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$35,930.55	\$248,517.31	\$502,256.00	\$253,738.69	50.52%	\$140,241.49	\$276,241.26
Supplies	\$2,756.42	\$23,470.05	\$52,500.00	\$29,029.95	55.30%	\$22,424.03	\$37,727.88
Maintenance	\$2,956.10	\$22,783.16	\$37,500.00	\$14,716.84	39.24%	\$17,678.45	\$34,364.04
Contracted Service	\$23,369.58	\$240,162.29	\$338,490.00	\$134,327.71	39.68%	*	*
Fees & Service Charges	\$22.50	\$521.50	\$1,170.00	\$648.50	55.43%	\$592.17	\$1,237.84
Other	\$27,782.43	\$71,495.11	\$160,800.00	\$89,304.89	55.54%	\$10,455.57	\$63,985.26
Total Administration:	\$130,508.18	\$608,640.02	\$1,092,716.00	\$484,075.98	44.30%	*	*

* "Development Fees" are being moved to a receivables account due to the audit. This impacts the other listed accounts.

Expenditures by Department

Police

	April 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$53,353.81	\$365,763.89	\$709,486.00	\$343,722.11	48.45%	\$218,133.38	\$446,681.36
Supplies	\$1,918.70	\$11,757.46	\$30,000.00	\$18,242.54	60.81%	\$7,089.02	\$23,174.72
Maintenance	\$4,940.39	\$23,843.27	\$28,000.00	\$4,156.73	14.85%	\$26,970.64	\$58,407.99
Contracted Service	\$0.00	\$6,722.00	\$9,500.00	\$2,778.00	29.24%	\$7,152.21	\$8,082.21
Other	\$270.00	\$965.63	\$4,000.00	\$3,034.37	75.86%	\$752.52	\$1,381.40
Total Police Department:	\$60,482.90	\$409,052.25	\$780,986.00	\$371,933.75	47.62%	\$260,099.77	\$537,727.68

Location	Notes	Code
Apr 29, 2023 9:26 AM 3400 FM 407	we picked up a dog from a citizen that was caught at this location	Animal Control
Apr 28, 2023 9:24 AM 1161 gibbons rd	we picked up a kitten from this address	Animal Control
Apr 25, 2023 4:41 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Apr 18, 2023 4:18 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Apr 11, 2023 4:45 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Apr 4, 2023 4:27 PM 1086 broome rd	we received an emailed complaint regarding this area and two loose dogs. i attempted contact at the property but the gate was closed. i left a door hanger requesting contact.	Animal Control
Apr 4, 2023 4:25 PM 1941 JETER RD E	spoke to thad	Animal Control

Location	Notes	Code
Apr 25, 2023 4:41 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Apr 25, 2023 3:22 PM 1113 maple	NOT ABATED	Code Enforcement
Apr 25, 2023 3:21 PM 1025 gene perry	Issued a warning for junk vehicles:	Code Enforcement
Apr 25, 2023 3:14 PM 1205 chestnut	CITATION ISSUED FOR SEPTIC ISSUES	Code Enforcement
Apr 18, 2023 4:46 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Apr 11, 2023 4:20 PM 1205 chestnut	CITATION ISSUED FOR SEPTIC ISSUES	Code Enforcement
Apr 11, 2023 4:19 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Apr 4, 2023 4:28 PM 1205 chestnut	CITATION ISSUED FOR SEPTIC	Code Enforcement
Apr 4, 2023 4:27 PM 1212 Redbud	CITATION ISSUED TRASH AND DEBRIS AND JUNK VEHICLE	Code Enforcement
Apr 4, 2023 4:26 PM 1206 redbud	CITATION ISSUED TRASH AND DEBRIS AND JUNK VEHICLE	Code Enforcement

Location	Notes	Code
Apr 4, 2023 4:26 PM 1113 maple	CITATION ISSUED TD	Code Enforcement
Apr 4, 2023 4:25 PM	spoke to thad	Code Enforcement
Apr 3, 2023 1:36 PM 1205 chestnut	CITATION ISSUED FOR SEPTIC	Code Enforcement

PermitReport

5/1/2023 12:1

Item D3.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
23-00099-01	Kroger #572 Bakery		Food Establishment Full Reinspection	4/12/2023			\$150.00
23-00102-01	Calvin's Climate Air Conditioning & Heating		Contractor Registration - Mechanical	4/5/2023			\$0.00
23-00103-01	Calvin's Climate Air Conditioning & Heating	1208 Saddlebrook Way	Mechanical Permit	4/10/2023		7456.00	\$130.00
23-00104-01	JFE Franchising Inc/Snow Fruit	3400 FM 407	Food Establishment Permit	4/10/2023			\$300.00
23-00105-01	Southern Standard Services	1361 E Jeter Rd	Demolition Permit	4/6/2023			\$125.00
23-00107-01	Paschal Home Services DFW, LLC		Contractor Registration - Electrical	4/11/2023			\$0.00
23-00108-01	Berkey's LLC		Contractor Registration - Mechanical	4/11/2023			\$0.00
23-00109-01	Berkey LLC	775 Rockgate Rd	Mechanical Permit	4/11/2023			\$130.00
23-00110-01	Meierhofer Electric LLC		Contractor Registration - Electrical	4/14/2023			\$0.00
23-00111-01	Xcel Electrical Services	811 Noble Champions Way	Electrical Permit	4/17/2023			\$130.00
23-00112-01	Wyse Services	327 McMakin Rd	OSSF Application - Modification	4/18/2023			\$200.00
23-00113-01	A&E Electric		Contractor Registration - Electrical	4/17/2023			\$0.00
23-00114-01	Water Works Plumbing		Contractor Registration - Plumbing	4/17/2023			\$0.00
23-00115-01	Joy Pools		Contractor Registration - General	4/18/2023			\$125.00
23-00116-01	Joy Pools	180 Stonewood Blvd	Pool/Spa (inground)	4/18/2023			\$725.00
23-00118-01	Coty Owens Electric Service LLC		Contractor Registration - Electrical	4/18/2023			\$0.00
23-00119-01	JP Plumbing		Contractor Registration - Plumbing	4/18/2023			\$0.00
23-00120-01	Sunrun Installation Services		Contractor Registration - General	4/19/2023			\$125.00
23-00121-01	Wes Parnell	912 Hat Creek Court	Pool/Spa (inground)	4/26/2023	\$100,000.00		\$650.00
23-00122-01	Bauerelectric LLC		Contractor Registration - Electrical	4/24/2023			\$0.00
23-00123-01	Forrest Construction Group, LLC		Contractor Registration - General	4/28/2023			\$125.00
23-00124-01	HGC Development		Contractor Registration - General	4/25/2023			\$125.00
23-00125-01	Dyoungco Construction Services & Design LLC		Contractor Registration - General	4/27/2023			\$125.00
23-00127-01	Houk AC Inc		Contractor Registration - Mechanical	4/26/2023			\$0.00
23-00128-01	Blue Lagoons Construction	1408 Brian Street	Pool/Spa (inground)	4/27/2023			\$725.00
23-00129-01	Doris Sanders	1205 Chestnut Dr	OSSF Permit - Residential	4/27/2023			\$410.00
23-00130-01	IEC		Contractor Registration - General	4/28/2023			\$125.00
23-00132-01	Central Construction & Plumbing		Contractor Registration - Plumbing	4/27/2023			\$0.00

Town of Bartonville
Municipal Court Council Report
From 4/1/2023 to 4/30/2023

5/8/2023 1

Item D3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
99	0	7	0	2	108

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$6,306.00	\$1,897.50	\$8,629.00	\$280.00	\$343.00	\$17,455.50

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
39	0	15	15	14	83

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	1	1

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
10	0	10	20



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the April 18, 2023, regular meeting minutes.

SUMMARY:

The Town Council held a regular meeting on April 18, 2023.

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Approve the meeting minutes for the regular meeting held on April 18, 2023.

ATTACHMENTS:

April 18, 2023, regular meeting minutes.

**THE BARTONVILLE TOWN COUNCIL REGULAR MEETING HELD ON THE 18th DAY OF
APRIL 2023, AT 1941 E. JETER ROAD, BARTONVILLE, TEXAS 7:00 P.M.**

Item E1.

The Town Council met in a regular meeting with the following members present:

Jaclyn Carrington, Mayor
Clay Sams, Mayor Pro Tem
Jim Roberts, Councilmember Place 1
Matt Chapman, Councilmember Place 2
Keith Crandall, Councilmember Place 4

with the following member absent: Josh Phillips, Councilmember Place 5

constituting a quorum with the following members of the Town Staff participating: Thad Chambers, Town Administrator; Tammy Dixon, Town Secretary; Chris Cha, Town Engineering Firm; Bobby Dowell, Chief of Police; and Ed Voss, Town Attorney.

A. CALL REGULAR MEETING TO ORDER

Mayor Carrington called the regular meeting to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE

Mayor Carrington led the pledge of allegiance.

C. PRESENTATIONS

1. Proclamation - Sexual Assault Awareness Month

Mayor Carrington read aloud the proclamation and presented it to Jennifer Torres, an advocate for Denton County Friends of the Family.

D. PUBLIC PARTICIPATION

There were none.

E. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Denton County Emergency Services District #1 (DCESD#1)

Sheldon Gilbert, President; Chief Ricky Vaughn; and Sam Johnson, President of the Argyle Firefighters Association gave the following presentation and answered questions from the Town Council.



SHELDON GILBERT

Board President, Denton County ESD No. 1

- Resolution effective April 1st
- Update on Audits and Financial Status
- Short and Long Term Funding Gap Options

November 17th-18th, 2022
Arrest & Indictment of Former Fire Chief

↓

December 2022
- Resolution from Denton County, Towns of Argyle & Northlake
- Replacement of 1 Board Member

↓

January 2023
- Replacement of 2 Board Members
- Fire Chief Swearing In Ceremony

↓

April 2023
Employee Transition from AVFD to ESD

RICKY VAUGHAN

Fire Chief, Denton County ESD No. 1

- ESD Transition
 - Handbook
 - Fidelity & TCDRS
 - Consolidated Budget
- Next Steps
 - Balance Budget
 - Strategic Planning
 - Preparations for Election

April 2023
Employee Transition from AVFD to ESD

↓

June 2023
Balance FY23 Budget Deficit

↓

July 2023
Develop Strategic Plans

↓

November 2023
Elections – Lantana, ETJs, and EMS District Overlay

SAM JOHNSON

President, Argyle Professional Firefighters Association Local 5190

- Morale of Employees
- Handbook, Benefits, and Pay
- Corrections & Recovery
- November Election



2. Police Chief Report - Department Statistics/Activities March 2023.

Chief Dowell reviewed the March statistics and answered questions from the Town Council. He reminded everyone the DEA drug take back day event was scheduled for April 25th and a blood drive event was scheduled for May 20th.

3. Town Administrator - Monthly Reports March 2023: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits.

Mr. Chambers reviewed the March financials and answered questions from the Town Council.

F. CONSENT AGENDA

1. Consider approval of the March 21, 2023, regular meeting minutes.
2. Consider approval of an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville for Shared Governance Communications & Dispatch Services System for Fiscal Year 2022-2023 in the amount of \$6343.00; and authorize the Town Administrator and Chief of Police to execute same on behalf of the Town.
3. Consider termination of the October 2022 Agreement with William C. Spore for bookkeeping professional services.

Councilmember Crandall moved to approve consent agenda items 1-3. Councilmember Roberts seconded the motion.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, Roberts
NAYS: None
ABSENT: Phillips
VOTE: 4/0/1

G. PUBLIC HEARINGS

4. **LP-2023-001/ZC-2023-001** Public hearing to consider an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to change the land use designation in the Town's Comprehensive Plan for a 10.076-acre tract or parcel of land situated in the BBB & CRR Survey, Abstract Number 152A, Tracts 6 and 7, and Lot 1 of the Kincade Subdivision, in the Town of Bartonville, Denton County, Texas, from Rural Business (RB) to Residential (RE-2); and an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to change the zoning designation of the same property described above from Rural Business (RB) to Residential Estates 2-Acre Lots (RE-2). ***(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its April 5, 2023 meeting.)***

Mr. Chambers stated the applicant/owner of a 10.076-acre tract of land located on the southeast corner of East Jeter Rd and McMakin Road was requesting an amendment of the Land Use Plan for the subject property from Rural Business (RB) to Residential (RE-2) and if approved, concurrently requesting a change in the zoning designation of the subject property from Rural

Business (RB) to Residential Estates 2-Acre Lots (RE-2).

Mr. Chambers further stated the property was currently vacant and the applicant has indicated he was requesting the changes in order to pasture livestock and to construct a barn.

Alex Wacker, applicant, reiterated Mr. Chambers comments.

Mayor Carrington opened the public hearing at 7:54 p.m.

No one spoke in favor or opposition.

Mayor Carrington closed the public hearing at 7:54 p.m.

Land Use Plan Amendment

Councilmember Chapman moved to approve Ordinance 743-23 amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning Regulations, to change the land use designation in the Town's Comprehensive Plan for a 10.076-acre tract or parcel of land situated in the BBB & CRR Survey, Abstract Number 152A, Tracts 6 and 7, and Lot 1 of the Kincade Subdivision from Rural Business (RB) to Residential (RE-2) Councilmember Crandall seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 743-23

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE LAND USE MAP OF THE BARTONVILLE COMPREHENSIVE MASTER PLAN TO REFLECT A CHANGE IN THE ZONING DESIGNATION FOR THE APPROXIMATELY 10.076 ACRES LOCATED AT THE SOUTHEAST CORNER OF McMAKIN AND EAST JETER ROADS, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM A ZONING DESIGNATION OF "RB" RURAL BUSINESS TO A ZONING DESIGNATION OF "RE-2" RESIDENTIAL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; PROVIDING FOR A PENALTY; PROVIDING FOR NO VESTED RIGHTS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, Roberts
NAYS: None
ABSENT: Phillips
VOTE: 4/0/1

Zoning Change

Councilmember Crandall moved to approve Ordinance 744-23 amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning Regulations, to change the zoning designation of the same property described above from Rural Business (RB) to Residential Estates 2-Acre Lots (RE-2). Councilmember Chapman seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 744-23

AN ORDINANCE AMENDING ORDINANCE NO. 361-05, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF BARTONVILLE, AS AMENDED, BY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY 10.076 ACRES LOCATED AT THE SOUTHEAST

CORNER OF McMAKIN AND EAST JETER ROADS, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM A ZONING DESIGNATION OF "RB" RURAL BUSINESS TO A ZONING DESIGNATION OF "RE-2" RESIDENTIAL ESTATE, AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, Roberts
NAYS: None
ABSENT: Phillips
VOTE: 4/0/1

5. **CUP-2023-001** Public hearing to consider an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Article 14.02, Exhibit "A," Ordinance 361-05, Zoning Ordinance, by amending Chapter 5, Agricultural District (AG), Article 5.2, Uses Permitted, by granting a Conditional Use Permit to authorize equestrian uses and special education services with equine therapy located at 2700 FM 407 East. ***(The Planning and Zoning Commission recommended approval with conditions by a vote of 5 to 0 at its April 5, 2023 meeting.)***

Mr. Chambers stated the applicant has applied for a Conditional Use Permit to authorize equestrian uses and special education services with equine therapy located at their existing facility located at 2700 FM 407 East.

He further stated the Education Leads to Success Foundation entered into a lease partnership with Universal Academy, an open-enrollment charter school, to establish a new school facility on their 100-acre site which is also known as "CJ's Legacy Ranch."

He explained because the existing equestrian center was an existing legal nonconforming use under the current Bartonville Zoning Ordinance, the applicant was required to first acquire the Conditional Use Permit for the existing use before adding any new uses to the site. In addition, Universal Academy is an equestrian-based charter school which is expected to have a close operational relationship with the existing equestrian facility which would be considered an expansion of a legal nonconforming use, prohibited in the Zoning Ordinance Section 1.11.

Janice Blackman, applicant, provided a handout (on file with the Town Secretary) and provided a summary of their operation. She stated they did not have any issues with the recommended conditions.

Mayor Carrington opened the public hearing at 8:03 p.m.

No one spoke in favor or opposition.

Mayor Carrington closed the public hearing at 8:04 p.m.

Councilmember Crandall moved to approve Ordinance 745-23 amending the Town of Bartonville Code of Ordinances, Chapter 14, Article 14.02, Exhibit "A," Ordinance 361-05, Zoning Ordinance, by amending Chapter 5, Agricultural District (AG), Article 5.2, Uses Permitted, by granting a Conditional Use Permit to authorize equestrian uses and special education services

with equine therapy located at 2700 FM 407 East with the following conditions recommended by the Planning and Zoning Commission:

1. Soil in the equestrian arenas is to be kept in a dust-free condition.
2. Lights in the equestrian arena and all outside equestrian operations shall cease at 10:00PM nightly.
3. All amplified sound in any equestrian accessory building or outdoor equestrian arena shall comply with the Town's noise ordinance, as amended, or the terms of this Ordinance, whichever is more restrictive. Any amplified sound in any equestrian accessory building or outdoor equestrian arena shall comply with the following sound level when measured at the property boundary of the receiving land: 62 decibels as measured on a sound level meter using the A-weighting network. Notwithstanding any provision herein, any amplified sound in any equestrian accessory building or outdoor equestrian arena shall not unreasonably disturb or interfere with the peace, comfort, and repose of neighboring persons of ordinary sensibilities. This provision applies between the hours of 8:00AM to 7:00PM. Amplified sound in an equestrian accessory building or outdoor equestrian arena outside of stated hours is prohibited.
4. If manure is not spread on the property, manure must be contained in a compost structure at least 250 feet from any property line and removed weekly or composted.
5. There shall be no more than 6 horse training clinics per year, and no more than 4 horse show events and/or additional horse training clinics per year, at a rate of no more than 2 of such events per month and events may not occur on consecutive weekends. A horse training clinic shall include no more than 30 participants per day not to exceed 2 days. A horse show event is defined as including more than 30 participants per day not to exceed 2 days.

Councilmember Roberts seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 745-23

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR THE OPERATION OF AN EQUESTRIAN CENTER AND SPECIAL EDUCATION SERVICES WITH EQUINE THERAPY LOCATED AT 2700 FM 407 EAST, BARTONVILLE, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR NO VESTED RIGHTS; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, Roberts
NAYS: None
ABSENT: Phillips
VOTE: 4/0/1

H. REGULAR ITEMS

- 6. Discuss and consider approval of an ordinance amending Attachment “A” of Section 10 entitled “Rate Adjustment” of the Exclusive Franchise Agreement for Solid Waste Collection authorizing an 8.8 % CPI increase for solid waste and a 3.88% increase on the disposal and recycling processing on residential, commercial, and roll off services.

Ms. Dixon stated the Town received a request from Waste Connections for an increase in rates effective June 1, 2023, and the new rates would be \$13.31 for trash and \$8.14 for recycle, a total of \$21.45 which would be an increase of \$2.19 per home.

Hyon Cho, Site Manager, explained the requested increase which included increased tipping fees from the landfill.

Councilmember Sams moved to approve Ordinance No. 746-23 amending Attachment “A” of Section 10 entitled “Rate Adjustment” of the Exclusive Franchise Agreement for Solid Waste Collection authorizing an 8.8 % CPI increase for solid waste and a 3.88% increase on the disposal and recycling processing on residential, commercial, and roll off services. Councilmember Roberts seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE 746-23

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING ATTACHMENT “A” OF SECTION 10, ENTITLED “RATE ADJUSTMENT” OF THE EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND RECYCLABLE MATERIALS IN THE TOWN OF BARTONVILLE, TEXAS, ADOPTED BY ORDINANCE 555-13, AUTHORIZING A 8.8% CPI INCREASE IN SOLID WASTE DISPOSAL RATES AND A 3.88% INCREASE IN THE DIPSOSAL RATES FOR RESIDENTIAL AND COMMERCIAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, Roberts
NAYS: None
ABSENT: Phillips
VOTE: 4/0/1

- 7. Discuss and consider acceptance of Eagle Ridge Subdivision Public Improvements.

Mr. Chambers stated the public improvements, roads and drainage at Eagle Ridge subdivision was now complete and the Town Engineer’s firm, Westwood, conducted the construction inspections to ensure that the public improvements match the construction plans approved by the Town Council. He further stated all outstanding items had been addressed as outlined in the Town Engineer’s Construction Acceptance letter.

Councilmember Roberts moved to accept Eagle Ridge Subdivision Public Improvements. Councilmember Crandall seconded the motion.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, Roberts
NAYS: None
ABSENT: Phillips
VOTE: 4/0/1

- 8. Discuss and consider approval of Work Order #4 with SPI Asphalt Pavement Repair in the amount of \$96,914.50; and authorization for the Town Administrator to execute same on behalf of the Town.

Mr. Chambers stated this item was for the spring work authorization for SPI Asphalt. Chris Cha stated the work order includes crack sealing, pothole repair and spot repair at Rustic Court, Country Court, Seals Road, and McMakin Road. He further stated there were some other potholes noted which were included under miscellaneous pothole repair. He explained the work order would also fix the barricades at the end of Badminton along with adding pavement markings on Bridle Bit and address a washout at Kentucky Derby near the entrance into Eagle Ridge subdivision which will include excavation to fully understand the extent of the washout to determine whether culvert/pipe repair was needed or just fill in.

A discussion ensued regarding the cost and work included.

Councilmember Chapman moved to approve Work Order #4 with SPI Asphalt Pavement Repair in the amount of \$96,914.50; and to authorize the Town Administrator to execute same on behalf of the Town. Councilmember Crandall seconded the motion.

VOTE ON THE MOTION

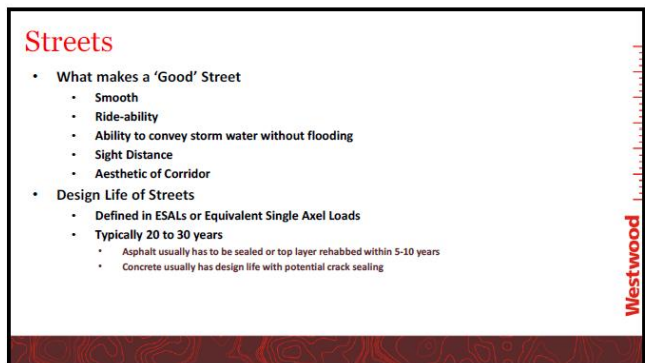
AYES: Chapman, Sams, Crandall, Roberts
NAYS: None
ABSENT: Phillips
VOTE: 4/0/1

- 9. Discuss and consider approval of work authorization for Westwood Professional Services in the amount of \$78,000 for bid phase services and oversight of the reconstruction of E. Jeter Road (Phase 1) and repairs on Stonewood Boulevard; and authorization for Town Administrator execute same on behalf of the Town.

Mr. Cha, with the Town’s Engineering firm, Westwood, gave the following presentation and answered questions from the Town Council:




1



2

Perfect Roadway

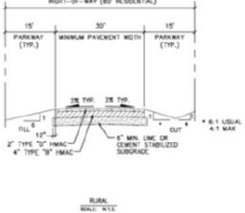
- Perfect Roadway
 - No Trees
 - Wide Open Field
 - Drainage Ditches 1' below subgrade and away as far as possible from Street
 - Wide Shoulders



3

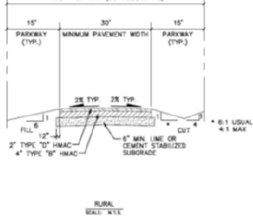
Streets

- Rural Roadway Structure and Characteristics
 - Pavement
 - Subgrade
 - Subbase
 - Shoulders
 - Ditch



4

Streets



5

Streets

- Risks to the Design Life of Streets
 - Trees
 - Roots typically extend below roadway and take moisture from roadway subgrade introducing heaving/movement
 - Moisture introduced into subgrade
 - Goal of the surface coat or Asphalt/Concrete is to seal subgrade
 - Subgrade failure
 - Excessively heavy loads compared to design of the roadway
 - Garbage trucks, construction vehicles, etc.
 - Installation of Roadways
 - Improper compaction
 - Density control

6


Street Rehabilitation

- Rehabilitation of Asphalt Roadways
 - Crack Sealing – Fixes Surface Cracks
 - Microsurfacing/Emulsion Treatment
 - Mill and Overlay – New Roadway Surface – does not fix subgrade
 - Pulverize, Concrete Stabilize and Overlay – New Roadway Surface
 - Does not fix high PI/clay subgrade
 - Subgrade has to be in relatively good condition
 - Reconstruction
 - Most Expensive
 - Needs to effectively treat subgrade
 - Lime Stabilization PI < 15
 - Concrete Stabilization – PI < 15
 - Geogrid Stabilization
 - Roads to be installed on ground so pavement/milling would have to be removed
 - Cost effective to reconstruction or new construction
 - Address drainage/ditches or will adversely affect design life of roadway

7


E. Jeter and Stonewood

STONEWOOD BLVD AND JETER RD STREET IMPROVEMENTS LIMITS



8

E. Jeter and Stonewood



9

E. Jeter and Stonewood



10



11

The image shows a cost estimate table from Westwood. The title is 'ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST'. The table has columns for Item, Description, Unit, Quantity, Unit Cost, and Amount. It lists various construction items like 'Cement Stabilization', 'Geogrid', and 'HMAC'. At the bottom right, there are two summary lines: 'Total for Cement Treatment - \$53,350' and 'Total for 6" HMAC - \$168,798'. The word 'Westwood' is written vertically in red on the right side of the table.

12

Mr. Cha explained the subgrade treatments including cement stabilization, lime stabilization and geogrid on compacted subgrade and stated the anticipated course of action was to design and bid the project with these alternatives to see what kind of cost benefit could be given.

Councilmember Crandall moved to approve work authorization for Westwood Professional Services in the amount of \$78,000 for bid phase services and oversight of the reconstruction of E. Jeter Road (Phase 1) and repairs on Stonewood Boulevard; and authorization for Town Administrator to execute same on behalf of the Town. Councilmember Roberts seconded the motion.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, Roberts
NAYS: None
ABSENT: Phillips
VOTE: 4/0/1

10. Update on Ramhill Transmission Lines meetings.

Mayor Carrington provided an update on the Mayoral meeting she attended regarding the transmission lines. She stated the line locations have been moved closer to FM 1171 and should not have an impact on the Town.

11. Discussion on nomination to slate of nominees to Denco 9-1-1 District Board of Managers.

Ms. Dixon explained that each year the term of one of the two members appointed by participating municipalities expires and this year it was the term of Sue Tejml and she has expressed her desire to serve another term. Members are eligible for consecutive terms.

Mr. Jim Carter addressed the Town Council and spoke on behalf of Ms. Tejml.

Staff was directed to prepare a resolution nominating Ms. Tejml for the May agenda for consideration.

12. Discussion on placement times of waste and recycling receptacles.

Mayor Carrington stated she had received some complaints regarding trash receptacles being left out on the street several days after collection. Councilmember Crandall distributed a handout (on file with the Town Secretary) which provided suggested language for trash receptacles.

Following a discussion, the Town Attorney was asked to draft a proposed ordinance as discussed, providing a timeframe for when trash receptacles must be removed from the street, for the May meeting.

H./J. CLOSED SESSION/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 9:01 p.m. and reconvened into open session 9:20 p.m. in accordance with the Texas Government Code regarding:

- 1. Section 551.071 Consultation with Town Attorney, and Section 551.072 Deliberation regarding real property, and any and all legal issues related thereto.
No Action Taken.

J. FUTURE ITEMS

- Medal of Honor Parade participation

K. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 9:23 p.m.

APPROVED this the 16th day of May 2023.

Approved:

Jaclyn Carrington, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Bobby Dowell, Chief of Police

AGENDA ITEM: Consider approval of an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville for Shared Governance Communications & Dispatch Services System for Fiscal Year 2023-2024 in the amount of \$6343.00; and authorize the Town Administrator and Chief of Police to execute same on behalf of the Town.

SUMMARY:

This item was on the April 18, 2023, agenda, however the wording the agenda listed the incorrect fiscal year.

This is for approval of the annual interlocal agreement with Denton County to provide emergency telecommunications and dispatch services. This is for Fiscal Year 2023-24.

FISCAL INFORMATION:

\$6343.00 FY 23-24 Budget

RECOMMENDED MOTION OR ACTION:

Move to approve an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville for Shared Governance Communications & Dispatch Services System for Fiscal Year 2023-2024 in the amount of \$6343.00; and authorize the Town Administrator and Chief of Police to execute same on behalf of the Town.

ATTACHMENTS:

Interlocal Agreement

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four

(24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
- 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "B"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. AGREEMENT LIASONS. Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	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

17. SEVERABILITY. The validity of this Agreement and/or 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. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Thad Chambers, Town Administrator

Town of Bartonville

1941 E. Jeter Road

Bartonville, TX 76226

817-693-5280

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved by Town Council

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Bobby Dowell, Chief of Police

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

2023-24 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet/Invoice

Agency:	Bartonville Police Department
Payment Contact Person:	Chief Dowell and/or Thad Chambers, Town Administrator
Phone Number:	817-693-5280
Email:	rdowell@townofbartonville.com or tchambers@townofbartonville.com
Address:	1941 E. Jeter Rd
City, State, Zip	Bartonville, TX 76226
AGENCY TOTAL AMOUNT DUE	\$ 6,343.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options

**Agency MUST
Select One
Payment Option**

- | | | |
|---|--------------------------|---------------------------|
| 1 | <input type="checkbox"/> | One Annual Payment (100%) |
| 2 | <input type="checkbox"/> | Two Payments (50%) |
| 3 | <input type="checkbox"/> | Four Payments (25%) |
| 4 | <input type="checkbox"/> | Twelve Monthly Payments |
| 5 | <input type="checkbox"/> | Other Payment Option |

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-2024

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF’S OFFICE
Non Twenty-Four Hour Terminal Agency	Town of Bartonville Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency’s ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF’S OFFICE

AGENCY

Signature: _____

Signature: _____

By: **Tracy Murphree**

By: **Bobby Dowell**

Title: **Denton County Sheriff**

Title: **Chief of Police**

Date: _____

Date: _____



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of a resolution nominating Sue Tejml to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District.

SUMMARY:

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

At the April 18th meeting the Town Council directed staff to prepare a resolution to nominate Sue Tejml to the slate of nominees.

In June 2023, the Denco staff will send the slate of nominees to each city/town for consideration which must be submitted by the end of July.

RECOMMENDED MOTION OR ACTION:

Move to approve a resolution nominating Sue Tejml to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District

ATTACHMENTS:

- Draft Resolution

**TOWN OF BARTONVILLE
RESOLUTION 2023-____**

**A RESOLUTION OF THE TOWN OF BARTONVILLE, TEXAS,
NOMINATING SUE TEJML TO A SLATE OF NOMINEES FOR THE
BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT**

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

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

SECTION 1

The Town of Bartonville hereby NOMINATES Sue Tejml as a candidate for appointment to the Board of Managers of the Denco 9-1-1 District.

SECTION 2

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

PASSED AND APPROVED on this the 16th day of May 2023.



APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Consider approval of a resolution approving and adopting the 2023 Denton County Hazard Mitigation Plan.

SUMMARY:

Last year Denton County contracted with H2O Partners to update the Denton County Hazard Mitigation Action Plan (HMAP). The Plan was last updated in 2016 and requires an update every five years. H2O Partners solicited input from all Denton County municipalities through a series of workshops and meetings that Bartonville Town Staff and Mayor Carrington participated in over several months.

The HMAP planning process allowed us to identify areas for improvement in preparing for and mitigating the negative effects of natural hazards such as flooding, tornados, winter storms, and wildfires. We worked directly with a representative from H2O Partners to develop a series of action items specific to Bartonville for various hazards that detail their associated cost, implementation, and anticipated benefit(s). These action items have been incorporated into the HMAP and are presented as Exhibit A with the adopting resolution. All participants are required to adopt the HMAP through resolution.

Participation in and adoption of the Hazard Mitigation Plan is required to be eligible for Hazard Mitigation Assistance grant funds.

There is no cost to Bartonville to participate in the plan.

RECOMMENDED MOTION OR ACTION:

ATTACHEMENTS:

- Draft Resolution
- Correspondence between Judge Eads and FEMA regarding HMAP
- Bartonville action items from HMAP

RESOLUTION 2023- ____

A RESOLUTION OF THE TOWN OF BARTONVILLE, TEXAS, APPROVING THE DENTON COUNTY HAZARD MITIGATION PLAN; AUTHORIZING THE MAYOR WITH RESPONSIBILITIES UNDER THE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, natural hazards in the Town of Bartonville and surrounding area historically have caused significant disasters with losses of life and property, and damage to natural resources; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the Town of Bartonville has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the Denton County Hazard Mitigation Plan outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community; and

WHEREAS, upon review and consideration of the Denton County Hazard Mitigation Plan and all matters related thereto, the Town Council of the Town of Bartonville is of the opinion and desires to approve the Denton County Hazard Mitigation Plan in order to maintain eligibility for Hazard Mitigation Assistance grant funding and achieve other goals as set forth in said Plan.

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

SECTION 1. The Denton County Hazard Mitigation Plan (the "Plan") is hereby approved in its entirety.

SECTION 2. The Town of Bartonville will pursue available funding opportunities for implementation of the proposals designated in the Plan, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies of the Plan.

SECTION 3. Consistent with § 22.042 of the Texas Local Government Code, the Town of Bartonville hereby vests the Mayor with the responsibility, authority, and means to inform all parties of this action; assure that the Plan will be reviewed at least annually; and that any needed adjustments will be presented to the Town Council for consideration.

SECTION 4. The Town of Bartonville may take such other action as may be reasonably necessary in order to carry out the objectives of the Plan and to report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

SECTION 5. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ADOPTED by the Bartonville Town Council on this 16th day of May, 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Tammy Dixon, Town Secretary



March 22, 2023

The Honorable Andy Eads
Denton County Judge
1 Courthouse Drive
Denton, TX 76208
andy.eads@dentoncounty.com

Subject: Denton County Hazard Mitigation Plan
Approvable Pending Adoption Notice

Judge Eads:

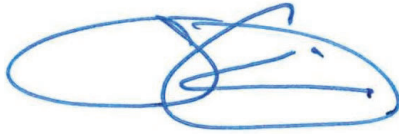
Congratulations! FEMA has concluded the review of the Denton County, Texas Multi-Jurisdiction HMP, and the plan is found to be approvable pending adoption. For this plan to receive final FEMA approval, the jurisdictions must adopt this plan and submit the complete adoption package to the state within 90 days. The plan update timeline will begin on the date of the FEMA approval letter. Please e-mail the complete adoption package to HM-Plans@tdem.texas.gov as follows:

- The final plan formatted as a single document.
 - Plan must be dated to match the date of the FEMA approval letter.
 - Remove track changes, strikethroughs, and highlights.
- All signed resolutions as a separate single document

The previous review tool may contain recommendations to be applied to your next update. DO NOT make any further changes to your plan until it has been approved.

If you have any questions concerning this procedure, please do not hesitate to contact me at jim.guin@tdem.texas.gov. We commend you for your commitment to mitigation.

Respectfully,



Jim Guin
Hazard Mitigation Supervisor
Hazard Mitigation Division
Texas Division of Emergency Management

Copy: Eric Hutmacher, Eric.hutmacher@dentoncounty.gov
Andrea Sanders, andrea.sanders@tdem.texas.gov
Brian Brumfield, brian.brumfield@tdem.texas.gov
Jose Rosales, jose.rosales@tdem.texas.gov

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209



FEMA

March 22, 2023

Josh Davies, State Hazard Mitigation Officer
Texas Division of Emergency Management
P.O. Box 285
Del Valle, Texas 78617-9998

RE: Approvable Pending Adoption of the Denton County, Texas Multi-Jurisdiction
Hazard Mitigation Plan
Funding Source: PDM; PDM19-EMT-2021-PC-0004

Dear Mr. Davies:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements. If you have any questions, please contact David Freeborn, HM Community Planner, at (940) 898-5323.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald C. Wanhanen".

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosure

cc: Marty Chester, R6-MT-HM

Enclosure A

Attached is the list of participating local governments included in the March 22, 2023 review of the referenced Hazard Mitigation plan.

Community Name
1) Argyle city
2) Aubrey city
3) Bartonville town
4) Copper Canyon town
5) Corinth city
6) Cross Roads town
7) Denton city
8) Denton County
9) DISH town
10) Double Oak town
11) Flower Mound town
12) Hackberry town
13) Hebron town
14) Hickory Creek town
15) Highland Village city
16) Justin city
17) Krugerville city
18) Krum city
19) Lake Dallas city
20) Lewisville city
21) Little Elm city
22) Northlake town
23) Oak Point city
24) Pilot Point city
25) Ponder town
26) Providence Village town
27) Roanoke city
28) Sanger city
29) Shady Shores town
30) The Colony city
31) Trophy Club town

TOWN OF BARTONVILLE

Town of Bartonville– Action #1	
Proposed Action:	Upgrade undersized stormwater drains and culverts
BACKGROUND INFORMATION	
Site and Location:	Community-wide
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce flood risk through improved drainage capacity; Reduce risk of damages and injuries. Reduce emergency response demands.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Flood
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce risk to new and existing structures and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$5,000,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	Town of Bartonville
Implementation Schedule:	Within 12-24 months of plan adoption, ongoing
Incorporation into Existing Plans:	Flood Management Plan; Drainage Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Protects communities and reduces risk of flooding.

SECTION 19: MITIGATION ACTIONS

Item E4.

Town of Bartonville – Action #2	
Proposed Action:	Acquire and install generators with hard wired quick connections at all critical facilities
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities, including but not limited to water towers within community.
Risk Reduction Benefit (Current Cost/Losses Avoided):	Provide power for critical facilities during power outages and ensure continuity of critical services.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Drought, Earthquake, Extreme Heat, Flood, Hail, Thunderstorm Winds, Lightning, Wildfire, Winter Storm, Tornado
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Energy (Power/Fuel)
Effect on new/existing buildings:	N/A
Priority (High, Moderate, Low):	High
Estimated Cost:	\$500,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	Town of Bartonville
Implementation Schedule:	Within 12-24 months of plan adoption
Incorporation into Existing Plans:	Emergency Management Plan

COMMENTS:
NFIP & WHY MITIGATION ACTION IS APPROPRIATE:
Helps ensure critical facilities continue to provide services during a power outage caused by unforeseen events.

SECTION 19: MITIGATION ACTIONS

Item E4.

Town of Bartonville – Action #3	
Proposed Action:	Adopt and implement program to insulate and winterized critical facilities and infrastructure as well as outdoor pipes at public buildings
BACKGROUND INFORMATION	
Site and Location:	Community-wide critical facilities and infrastructure, and public facilities
Risk Reduction Benefit (Current Cost/Losses Avoided):	Reduce risk of damages at public buildings resulting from freezing temperatures; Ensure continuity of critical services during severe weather events.
Type of Action: (Local Plans and Regulations, Structure and Infrastructure Projects, Natural Systems Protection, or Education and Awareness)	Local Plans and Regulations, Structure and Infrastructure

MITIGATION ACTION DETAILS	
Hazard(s) Addressed:	Winter Storm
Community Lifeline (Safety/Security, Health/Medical, Energy (Power/Fuel), Communication):	Safety/Security
Effect on new/existing buildings:	Reduce risk to existing structure and infrastructure
Priority (High, Moderate, Low):	High
Estimated Cost:	\$500,000
Potential Funding Sources:	Local Funds, State and Federal Grants
Lead Agency/Department Responsible:	Town of Bartonville
Implementation Schedule:	Within 24-60 months of plan adoption
Incorporation into Existing Plans:	Local Building Codes

COMMENTS:



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: First reading of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management LLC.

SUMMARY:

On May 10, 2023, the Bartonville Community Development Corporation Board approved a Performance Agreement for Cloud 9 Management LLC to provide financial assistance for Cloud 9 Salon and Spa, in the amount of \$45,000.

Section 505.158 of the Texas Local Government Code provides that a Type B corporation may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. There are no provisions that prohibit both readings to occur during the same meeting.

The agreement proposes a total incentive of \$45,000. \$22,500 to be paid within 30 days of commencing construction on the property and \$22,500 paid within 30 days after the issuance of a Certificate of Occupancy. The agreement includes a five-year clawback provision in the event of default.

In accordance with the Development Corporation Act, Section 505.159(a) of the Texas Local Government Code, a public hearing is required to receive public input regarding the funding of the project. The BCDC conducted the public hearing on April 12, 2023. One person spoke in favor, and no one spoke in opposition to the project.

FISCAL INFORMATION: BCDC Budget \$45,000

LEGAL REVIEW: The resolution and performance agreement were prepared by Jeff Moore, BCDC Attorney.

RECOMMENDED MOTION OR ACTION: First reading of resolution.

ATTACHMENTS:

- Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION, AND CLOUD 9 MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A FINANCIAL INCENTIVE FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Bartonville Community Development Corporation (hereinafter referred to as the “BCDC”) is a Type B Community development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, BCDC has approved a project and Performance Agreement attached hereto as *Exhibit A* with Cloud 9 Management, LLC, a Texas limited liability company, for the construction of certain improvements to property generally located at 2660 F.M. 407 E, Town of Bartonville, Texas; and

WHEREAS, the Town Council of the Town of Bartonville, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings

of the Town of Bartonville, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Bartonville, Texas, finds and determines that the Performance Agreement, attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Bartonville, Texas, following the second reading of this Resolution authorizes the project, and Performance Agreement, attached hereto as *Exhibit A*, and authorizes the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Bartonville, Texas, on this the _____ day of _____, 2023.

Jaclyn Carrington, Mayor
Town of Bartonville, Texas

ATTEST:

Tammy Dixon, Town Secretary
Town of Bartonville, Texas

Exhibit A

Performance Agreement



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: First reading of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Sakhouse Investments, LLC.

SUMMARY:

On May 10, 2023, the Bartonville Community Development Corporation Board approved a Performance Agreement with Sakhouse Investments, LLC (aka Trios Bistro) to provide financial assistance, in the amount of \$35,000.

The Performance Agreement provides a total incentive of \$35,000 with five-year claw back provision with half the funding to be paid within 30 days of the effective date of the agreement and in accordance with State Law; and half when the Developer's receipt of invoices and or receipts for the Qualified Expenditures made to the property in a minimum amount of \$55,000 are submitted to the Corporation.

State law provides that a Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. There are no provisions that prohibit both readings to occur during the same meeting.

In accordance with the Development Corporation Act, Section 505.159(a) of the Texas Local Government Code, a public hearing is required to receive public input regarding the funding of the project. The BCDC conducted the public hearing on May 10, 2023. No one spoke in favor or opposition to the project.

FISCAL INFORMATION: BCDC Budget \$35,000

LEGAL REVIEW: The resolution and performance agreement were prepared by Jeff Moore, BCDC Attorney.

RECOMMENDED MOTION OR ACTION: First reading of resolution.

ATTACHMENTS:

- Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT, BY AND BETWEEN THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION, AND SAKHOUSE INVESTMENTS, LLC, D/B/A TRIOS ITALIAN BISTRO, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A FINANCIAL INCENTIVE FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Bartonville Community Development Corporation (hereinafter referred to as the “BCDC”) is a Type B Community development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, BCDC has approved a project with Sakhouse Investments, LLC, d/b/a Trios Italian Bistro, a Texas limited liability company, and the Performance Agreement is attached hereto as *Exhibit A*; and

WHEREAS, the Town Council of the Town of Bartonville, Texas, finds and determines that the expenditure as specified in the Performance Agreement attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Bartonville, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Bartonville, Texas, finds and determines that the project and Performance Agreement attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Bartonville, Texas, following the second reading of this Resolution authorizes the project and Performance Agreement, attached hereto as *Exhibit A*, and authorize the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Bartonville, Texas, on this the _____ day of _____, 2023.

Jaclyn Carrington, Mayor
Town of Bartonville, Texas

ATTEST:

Tammy Dixon, Town Secretary
Town of Bartonville, Texas

Exhibit A

Performance Agreement



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Thad Chambers, Town Administrator
Discuss and consider approval of an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 6, "Health and Sanitation," Article 6.05 "Refuse, Garbage, Rubbish and Junk," to establish regulations as to placement time of waste and recycling receptacles, and other amendments.

AGENDA ITEM: Discuss and consider approval of an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 6, "Health and Sanitation," Article 6.05 "Refuse, Garbage, Rubbish and Junk," to establish regulations as to placement time of waste and recycling receptacles, and other amendments.

SUMMARY:

This item was discussed at the April 18, 2023, meeting and the Town Attorney was directed to prepare an ordinance regarding same.

RECOMMENDED MOTION OR ACTION: Discuss and consider the draft ordinance.

ATTACHEMENTS:

- Redline Article 6.05 Town Code of Ordinances
- Draft Ordinance

**Town of Bartonville, Texas
Code of Ordinances
Chapter 6 Health and Sanitation**

* * *

**ARTICLE 6.05
REFUSE, GARBAGE, RUBBISH AND JUNK**

§ 6.05.001. Definitions.

For the purposes of this article, the following words and phrases have the meanings as follows:

Garbage. Includes all decayable wastes, including vegetable, animal and fish offal and carcasses of such animals and fish.

Junk. Includes all worn-out, discarded materials in general, including, but not limited to, odds and ends, old iron or other metal, glass, paper, cordage or other waste or discarded materials.

Refuse. Includes garbage, rubbish, and other decayable and nondecayable waste, whether solids or liquids, including vegetable, animal and fish carcasses.

Rubbish. Includes all nondecayable wastes, except ashes, from all public and private establishments and from all residences.

Streets or highways. The entire width between property easement or right-of-way lines of any road, street, way, thoroughfare, bridge, or public park in the town, not privately owned or controlled.

§ 6.05.002. Dumping or accumulation of waste prohibited; transporting waste.

- (a) All refuse, garbage, rubbish or junk, and all recycling materials, shall be placed in waste and recycling receptacles provided by the town’s solid waste collection contractor in such a manner as to prevent the littering or spilling of such materials onto the ground. It shall be unlawful for any person owning, claiming, occupying or having supervision or control of any real property in the town, including any adjacent and contiguous rights-of-way or easements, to permit, allow, or dump any refuse, garbage, rubbish or junk, as defined herein, on any real property in the town, including any contiguous right-of-way or easement, or to permit or allow the accumulation of any refuse, garbage, rubbish or junk, as defined herein, on any real property in the town, including any adjacent and contiguous

rights-of-way or easements. The unlawful acts described in this section are declared by the town to be a nuisance per se.

- (b) No person, corporation or political subdivision shall transport junk, refuse, rubbish or garbage in any manner over and upon any street or highway in such a manner that it is strewn upon and along such street or highway.
- (c) Notwithstanding the above, properly maintained compost piles that do not constitute a public nuisance or a health hazard and that are not visible from a public place, public right-of-way, or adjacent property shall be permitted.

§ 6.05.003. Notice to abate; abatement by town.

- (a) Notice to abate. In the event that any person owning, claiming, occupying, or having supervision or control of any lot, tract, or parcel of land or portion thereof shall fail to comply with section 6.05.002 of this article, then said person will be given notice to comply with the same by letter addressed to him at his post office address or, if service may not be had as aforesaid, by publication two (2) times within ten (10) consecutive days in a newspaper of general circulation in the community.
- (b) Abatement by town; assessment of costs; lien. If, after the expiration of ten (10) days after notification, there has remained the nuisance prohibited in section 6.05.002, the town may do or cause to be done the work necessary to obtain compliance with this article, including, but not limited to, the removal of dumped, abandoned or discarded refuse, garbage, rubbish, or junk. The expense incurred in correcting the condition of such property, including a one hundred dollar (\$100.00) administration fee, shall be charged to the owner of such property, and the town may cause the expense thereof to be assessed on the real estate or lot or lots upon which such expense is incurred. On filing with the county clerk a statement by the town secretary of the expense incurred in correcting the condition on the property, the town shall have a privileged lien on such property, second only to ad valorem tax liens, to secure the payment of the amount so expended. Such amount shall bear interest at the rate of ten percent (10%) from the date the town incurs the expense. For any such expenditures and interest, suit may be instituted and recovery and foreclosure had by the town. The statement of expense filed with the county clerk or a certified copy thereof shall be prima facie proof of the amount expended as specified in chapter 342 of the Texas Health and Safety Code or as subsequently amended or codified, which is hereby adopted by reference.

§ 6.05.004. Placement time of waste and recycling receptacles.

- (a) All waste and recycling receptacles provided by the town's solid waste collection contractor shall be stored off of the streets or highways of the town, and behind the property line, when not placed at the designated pickup location for solid waste or recycling collection.
- (b) It shall be unlawful and declared a nuisance for any person owning, claiming, occupying or having supervision or control of any real property in the town, occupied or unoccupied, to place waste and recycling receptables at the designated pickup location for waste or recycling collection prior to 12:00 p.m. (noon) on the day before pickup, or to fail to remove waste or recycling receptacles from the designated pickup location by 7:00 p.m. on the day following the designated pickup day.
- (c) Notwithstanding any other notice provision in this article, a 24-hour notice to abate the violation shall be issued for violating this section, and the failure of the person to correct said violation within that time period subjects the person to the enforcement and penalty provisions of this article.

§ 6.05.0054. Penalty.

A violation of any section of this article shall be punishable by a fine in accordance with the general penalty provision found in section 1.01.009 of this code. Each day a violation of this article is violated shall be a separate offense, and each violation shall constitute a common nuisance which may be abated by the town in any manner authorized by law.

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

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 6, “HEALTH AND SANITATION,” ARTICLE 6.05 “REFUSE, GARBAGE, RUBBISH AND JUNK,” TO ESTABLISH REGULATIONS AS TO PLACEMENT TIME OF WASTE AND RECYCLING RECEPTACLES, AND OTHER AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council of the Town of Bartonville has determined that it is in the best interest of the health, safety and welfare of its citizens to amend Chapter 6, Article 6.05, of the Town Code of Ordinances to establish regulations as to placement time of waste and recycling receptacles, and other amendments.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
AMENDMENT OF ARTICLE 6.05**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 6, “Health and Sanitation,” Article 6.05 “Refuse, Garbage, Rubbish and Junk,” is hereby amended and shall read as follows:

**“ARTICLE 6.05
REFUSE, GARBAGE, RUBBISH AND JUNK**

§ 6.05.001. Definitions.

For the purposes of this article, the following words and phrases have the meanings as follows:

Garbage. Includes all decayable wastes, including vegetable, animal and fish offal and carcasses of such animals and fish.

Junk. Includes all worn-out, discarded materials in general, including, but not limited to, odds and ends, old iron or other metal, glass, paper, cordage or other waste or discarded materials.

Refuse. Includes garbage, rubbish, and other decayable and nondecayable waste, whether solids or liquids, including vegetable, animal and fish carcasses.

Rubbish. Includes all nondecayable wastes, except ashes, from all public and private establishments and from all residences.

Streets or highways. The entire width between property easement or right-of-way lines of any road, street, way, thoroughfare, bridge, or public park in the town, not privately owned or controlled.

§ 6.05.002. Dumping or accumulation of waste prohibited; transporting waste.

- (a) All refuse, garbage, rubbish or junk, and all recycling materials, shall be placed in waste and recycling receptacles provided by the town’s solid waste collection contractor in such a manner as to prevent the littering or spilling of such materials onto the ground. It shall be unlawful for any person owning, claiming, occupying or having supervision or control of any real property in the town, including any adjacent and contiguous rights-of-way or easements, to permit, allow, or dump any refuse, garbage, rubbish or junk, as defined herein, on any real property in the town, including any contiguous right-of-way or easement, or to permit or allow the accumulation of any refuse, garbage, rubbish or junk, as defined

herein, on any real property in the town, including any adjacent and contiguous rights-of-way or easements. The unlawful acts described in this section are declared by the town to be a nuisance per se.

- (b) No person, corporation or political subdivision shall transport junk, refuse, rubbish or garbage in any manner over and upon any street or highway in such a manner that it is strewn upon and along such street or highway.
- (c) Notwithstanding the above, properly maintained compost piles that do not constitute a public nuisance or a health hazard and that are not visible from a public place, public right-of-way, or adjacent property shall be permitted.

§ 6.05.003. Notice to abate; abatement by town.

- (a) Notice to abate. In the event that any person owning, claiming, occupying, or having supervision or control of any lot, tract, or parcel of land or portion thereof shall fail to comply with section 6.05.002 of this article, then said person will be given notice to comply with the same by letter addressed to him at his post office address or, if service may not be had as aforesaid, by publication two (2) times within ten (10) consecutive days in a newspaper of general circulation in the community.
- (b) Abatement by town; assessment of costs; lien. If, after the expiration of ten (10) days after notification, there has remained the nuisance prohibited in section 6.05.002, the town may do or cause to be done the work necessary to obtain compliance with this article, including, but not limited to, the removal of dumped, abandoned or discarded refuse, garbage, rubbish, or junk. The expense incurred in correcting the condition of such property, including a one hundred dollar (\$100.00) administration fee, shall be charged to the owner of such property, and the town may cause the expense thereof to be assessed on the real estate or lot or lots upon which such expense is incurred. On filing with the county clerk a statement by the town secretary of the expense incurred in correcting the condition on the property, the town shall have a privileged lien on such property, second only to ad valorem tax liens, to secure the payment of the

amount so expended. Such amount shall bear interest at the rate of ten percent (10%) from the date the town incurs the expense. For any such expenditures and interest, suit may be instituted and recovery and foreclosure had by the town. The statement of expense filed with the county clerk or a certified copy thereof shall be prima facie proof of the amount expended as specified in chapter 342 of the Texas Health and Safety Code or as subsequently amended or codified, which is hereby adopted by reference.

§ 6.05.004. Placement time of waste and recycling receptacles.

- (a) All waste and recycling receptacles provided by the town's solid waste collection contractor shall be stored off of the streets or highways of the town, and behind the property line, when not placed at the designated pickup location for solid waste or recycling collection.
- (b) It shall be unlawful and declared a nuisance for any person owning, claiming, occupying or having supervision or control of any real property in the town, occupied or unoccupied, to place waste and recycling receptacles at the designated pickup location for waste or recycling collection prior to 12:00 p.m. (noon) on the day before pickup, or to fail to remove waste or recycling receptacles from the designated pickup location by 7:00 p.m. on the day following the designated pickup day.
- (c) Notwithstanding any other notice provision in this article, a 24-hour notice to abate the violation shall be issued for violating this section, and the failure of the person to correct said violation within that time period subjects the person to the enforcement and penalty provisions of this article.

§ 6.05.005. Penalty.

A violation of any section of this article shall be punishable by a fine in accordance with the general penalty provision found in section 1.01.009 of this code. Each day a violation of this article is violated shall be a separate offense, and each violation shall constitute a common nuisance which may be abated by the town in any manner authorized by law.”

**SECTION 3.
SEVERABILITY**

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

**SECTION 4.
SAVINGS**

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

**SECTION 5.
ENROSS AND ENROLL**

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

**SECTION 6
PUBLICATION**

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

**SECTION 7.
EFFECTIVE DATE**

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

AND IT SO ORDAINED.

DULY PASSED AND APPROVED by the Town Council of the Town of Bartonville, Texas, on the 16th day of May 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Second reading of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management LLC.

SUMMARY:

On May 10, 2023, the Bartonville Community Development Corporation Board approved a Performance Agreement for Cloud 9 Management LLC to provide financial assistance for Cloud 9 Salon and Spa, in the amount of \$45,000.

Section 505.158 of the Texas Local Government Code provides that a Type B corporation may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. There are no provisions that prohibit both readings to occur during the same meeting.

The agreement proposes a total incentive of \$45,000. \$22,500 to be paid within 30 days of commencing construction on the property and \$22,500 paid within 30 days after the issuance of a Certificate of Occupancy. The agreement includes a five-year clawback provision in the event of default.

In accordance with the Development Corporation Act, Section 505.159(a) of the Texas Local Government Code, a public hearing is required to receive public input regarding the funding of the project. The BCDC conducted the public hearing on April 12, 2023. One person spoke in favor, and no one spoke in opposition to the project.

FISCAL INFORMATION: BCDC Budget \$45,000

LEGAL REVIEW: The resolution and performance agreement were prepared by Jeff Moore, BCDC Attorney.

RECOMMENDED MOTION OR ACTION: Second reading of resolution.

ATTACHMENTS:

- Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION, AND CLOUD 9 MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A FINANCIAL INCENTIVE FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Bartonville Community Development Corporation (hereinafter referred to as the “BCDC”) is a Type B Community development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, BCDC has approved a project and Performance Agreement attached hereto as *Exhibit A* with Cloud 9 Management, LLC, a Texas limited liability company, for the construction of certain improvements to property generally located at 2660 F.M. 407 E, Town of Bartonville, Texas; and

WHEREAS, the Town Council of the Town of Bartonville, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings

of the Town of Bartonville, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Bartonville, Texas, finds and determines that the Performance Agreement, attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Bartonville, Texas, following the second reading of this Resolution authorizes the project, and Performance Agreement, attached hereto as *Exhibit A*, and authorizes the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Bartonville, Texas, on this the _____ day of _____, 2023.

Jaclyn Carrington, Mayor
Town of Bartonville, Texas

ATTEST:

Tammy Dixon, Town Secretary
Town of Bartonville, Texas

Exhibit A

Performance Agreement



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Second reading of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Sakhouse Investments, LLC.

SUMMARY:

On May 10, 2023, the Bartonville Community Development Corporation Board approved a Performance Agreement with Sakhouse Investments, LLC (aka Trios Bistro) to provide financial assistance, in the amount of \$35,000.

The Performance Agreement provides a total incentive of \$35,000 with five-year claw back provision with half the funding to be paid within 30 days of the effective date of the agreement and in accordance with State Law; and half when the Developer's receipt of invoices and or receipts for the Qualified Expenditures made to the property in a minimum amount of \$55,000 are submitted to the Corporation.

State law provides that a Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. There are no provisions that prohibit both readings to occur during the same meeting.

In accordance with the Development Corporation Act, Section 505.159(a) of the Texas Local Government Code, a public hearing is required to receive public input regarding the funding of the project. The BCDC conducted the public hearing on May 10, 2023. No one spoke in favor or opposition to the project.

FISCAL INFORMATION: BCDC Budget \$35,000

LEGAL REVIEW: The resolution and performance agreement were prepared by Jeff Moore, BCDC Attorney.

RECOMMENDED MOTION OR ACTION: Second reading of resolution.

ATTACHMENTS:

- Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT, BY AND BETWEEN THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION, AND SAKHOUSE INVESTMENTS, LLC, D/B/A TRIOS ITALIAN BISTRO, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A FINANCIAL INCENTIVE FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Bartonville Community Development Corporation (hereinafter referred to as the “BCDC”) is a Type B Community development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, BCDC has approved a project with Sakhouse Investments, LLC, d/b/a Trios Italian Bistro, a Texas limited liability company, and the Performance Agreement is attached hereto as *Exhibit A*; and

WHEREAS, the Town Council of the Town of Bartonville, Texas, finds and determines that the expenditure as specified in the Performance Agreement attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Bartonville, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Bartonville, Texas, finds and determines that the project and Performance Agreement attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Bartonville, Texas, following the second reading of this Resolution authorizes the project and Performance Agreement, attached hereto as *Exhibit A*, and authorize the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Bartonville, Texas, on this the _____ day of _____, 2023.

Jaclyn Carrington, Mayor
Town of Bartonville, Texas

ATTEST:

Tammy Dixon, Town Secretary
Town of Bartonville, Texas

Exhibit A

Performance Agreement



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Discuss and consider approval of an ordinance amending the Town's Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, as adopted by Ordinance No. 735-22; and amended by Ordinance 738-22 providing for adjustments to the General Fund, Vehicle Computer Fund, and creating an Opioid Abatement Fund.

SUMMARY:

The budget amendment provides adjustments as follows:

- To account for the \$50,000 transfer from the Bartonville Community Development Corporation for the Denton County Interlocal Agreement for construction improvements associated with the Hilltop Road project approved last year.
- To account for the reimbursable grant provided by North Central Texas Council of Governments (NCTCOG) for tire recycling event.
- To account for the vehicle that was approved and budgeted in Fiscal Year 2021-2022 but was not received until the current Fiscal Year and to identify the annual replacement of two computers (administration and police). Computers are on a three-year replacement cycle.
- The creation of an Opioid Abatement Fund (restricted funds) for revenues received for the Town's participation in the Opioid settlements brought by the State of Texas (Resolution No. 2021-18).

FISCAL INFORMATION:

GENERAL FUND LINE ITEM ADJUSTMENTS

Revenues

100-4730 Transfer in from Bartonville Community Dev Corp	50,000.00
100-4400 NCTCOG Tire Grant	2,679.20
TOTAL REVENUE INCREASE	52,679.20

Expenditure/Transfers

100-10-6100 Capital Improvements	50,000.00
100-10-5280 Tire Grant Expense	2,679.20
TOTAL EXPENDITURE INCREASE	52,679.20

NET CHANGE TO GENERAL FUND **0.00**

FUND 301 LINE-ITEM ADJUSTMENTS

Expenditures

301-10-5752 Computer Replacement	2,300.00
301-20-5752 Computer Replacement	2,300.00
301-20-5752 Vehicle Replacement	61,000.00
TOTAL EXPENDITURE INCREASE	65,600.00

NEW FUND 510 LINE-ITEM ADJUSTMENTS

510-4400 Opioid Abatement Fund Grant Increase	2,789.50
510-20-5280 Opioid Grant Expense Increase	2,789.50
NET CHANGE TO OPIOID FUND	0.00

Fund 301 Vehicle Computer Fund	
Beginning Fund Balance	70,105
Transfers from General Fund	21,600
Computers	(4,600)
Vehicles	(76,000)
Ending Fund Balance	11,105

RECOMMENDED MOTION OR ACTION:

Move to an ordinance amending the Town’s Budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, as adopted by Ordinance No. 735-22; and amended by Ordinance 738-22 providing for adjustments to the General Fund, Vehicle Computer Fund, and creating an Opioid Abatement Fund.

ATTACHMENTS:

Draft Ordinance

TOWN OF BARTONVILLE

**ORDINANCE NO. _____-23
AMENDING THE FISCAL YEAR 2022-2023 BUDGET**

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

WHEREAS, the Town of Bartonville, Texas, (the “Town”) is a Type A General Law Municipality located in Denton County, 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, an annual budget for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023, was duly created and adopted by the Bartonville Town Council in accordance with Title Four (4), Chapter 102., Sections 102.002 and 102.003 of the Texas Local Government Code; and

WHEREAS, said Annual Budget was adopted by Ordinance 735-22 on September 20, 2022; and

WHEREAS, said Annual Budget was amended by Ordinance 738-22 on October 18, 2022; and

WHEREAS, after approval of said Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget.

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

SECTION 1.

The Annual Budget of the Town of Bartonville, Texas, for the fiscal year beginning on October 1, 2022, and ending on September 30, 2023, as heretofore adopted by Ordinance No. 735-22 and amended by Ordinance 738-22 is hereby amended to provide for adjustments to the General Fun and Vehicle Computer Fund, as described below and incorporated herein, and expenditures for the fiscal year shall be made in accordance with said Annual Budget, as amended.

GENERAL FUND LINE-ITEM ADJUSTMENTS

Revenues

100-4730 Transfer in from Bartonville Community Dev Corp	50,000.00
100-4400 NCTCOG Tire Grant	2,679.20
TOTAL REVENUE INCREASE	52,679.20

Expenditure/Transfers

100-10-6100 Capital Improvements	50,000.00
100-10-5280 Tire Grant Expense	2,679.20
TOTAL EXPENDITURE INCREASE	52,679.20

NET CHANGE TO GENERAL FUND **0.00**

FUND 301 LINE-ITEM ADJUSTMENTS

Expenditures

301-10-5752 Computer Replacement	2,300.00
301-20-5752 Computer Replacement	2,300.00
301-20-5752 Vehicle Replacement	61,000.00
TOTAL EXPENDITURE INCREASE	65,600.00

NEW FUND 510 LINE-ITEM ADJUSTMENTS

510-4400 Opioid Abatement Fund Grant Increase	2,789.50
510-20-5280 Opioid Grant Expense Increase	2,789.50
NET CHANGE TO OPIOID FUND	0.00

SECTION 2.

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 3.

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 4.

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 5.

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, adoption, and/or amendments 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 6.

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 7.

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 16th day of May 2023.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Tammy Dixon, Town Secretary

State of Texas §
County of Denton §

Before me, _____ a Notary Public in and for said County and State, on this day personally appeared Jaclyn Carrington, Mayor Pro 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 he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of the office this the ____ day of May 2023.

Notary



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Discuss and consider appointments to the ad hoc Special Events Advisory Committee.

SUMMARY:

On January 17, 2023, the Town Council adopted Resolution 2023-02 creating an ad hoc Special Events Advisory Committee (Committee).

On February 2023, the Town Council appointed Councilmembers Crandall and Roberts to the council positions and on March 21, 2023 appointed the follow members

Per the Resolution, the Committee is comprised of four members who are residents of the Town who shall be appointed by the Town Council; and two members of the Town Council.

On March 21, 2023 the Town Council appointed the follow residents to the committee:

- Lori Van Alstine
- Randy Van Alstine
- Brenda Brown
- Sean Stenovitch
- Melissa DeWitt, Alternate Member

Margie Arens had applied to be a member; however, since Margie would become a Councilmember in May, Councilmember Crandall announced he would step down at that time to allow Margie to be the second Council appointed member.

RECOMMENDED MOTION OR ACTION: Move to remove and appoint members.



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management LLC.

SUMMARY:

On May 10, 2023, the Bartonville Community Development Corporation Board approved a Performance Agreement for Cloud 9 Management LLC to provide financial assistance for Cloud 9 Salon and Spa, in the amount of \$45,000.

Section 505.158 of the Texas Local Government Code provides that a Type B corporation may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. There are no provisions that prohibit both readings to occur during the same meeting.

The agreement proposes a total incentive of \$45,000. \$22,500 to be paid within 30 days of commencing construction on the property and \$22,500 paid within 30 days after the issuance of a Certificate of Occupancy. The agreement includes a five-year clawback provision in the event of default.

In accordance with the Development Corporation Act, Section 505.159(a) of the Texas Local Government Code, a public hearing is required to receive public input regarding the funding of the project. The BCDC conducted the public hearing on April 12, 2023. One person spoke in favor, and no one spoke in opposition to the project.

FISCAL INFORMATION: BCDC Budget \$45,000

LEGAL REVIEW: The resolution and performance agreement were prepared by Jeff Moore, BCDC Attorney.

RECOMMENDED MOTION OR ACTION: Move to approve a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Cloud 9 Management, LLC.

ATTACHMENTS:

- Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION, AND CLOUD 9 MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A FINANCIAL INCENTIVE FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Bartonville Community Development Corporation (hereinafter referred to as the “BCDC”) is a Type B Community development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, BCDC has approved a project and Performance Agreement attached hereto as *Exhibit A* with Cloud 9 Management, LLC, a Texas limited liability company, for the construction of certain improvements to property generally located at 2660 F.M. 407 E, Town of Bartonville, Texas; and

WHEREAS, the Town Council of the Town of Bartonville, Texas, finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings

of the Town of Bartonville, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Bartonville, Texas, finds and determines that the Performance Agreement, attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Bartonville, Texas, following the second reading of this Resolution authorizes the project, and Performance Agreement, attached hereto as *Exhibit A*, and authorizes the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Bartonville, Texas, on this the _____ day of _____, 2023.

Jaclyn Carrington, Mayor
Town of Bartonville, Texas

ATTEST:

Tammy Dixon, Town Secretary
Town of Bartonville, Texas

Exhibit A

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** between **CLOUD 9 MANAGEMENT, LLC**, a Texas limited liability company (hereinafter referred to as the “Developer”), and the **BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “BCDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, BCDC is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless BCDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by BCDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by BCDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to the BCDC for financial assistance for the construction of Qualified Expenditures to be made to the Property generally located at 2660 F.M. 407 E, Town of Bartonville, Texas; and

WHEREAS, the BCDC’s Board of Directors have determined the financial assistance provided to Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of “project” as that term is defined in Sections 501.103 and 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section

501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Bartonville, Texas, to approve all programs and expenditures of the BCDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BCDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **March 31, 2028**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **BCDC.** The term “BCDC” means the Bartonville Community Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 1941 East Jeter Road, Bartonville, Texas 76226.
- (d) **Developer.** The word “Developer” means Cloud 9 Management, LLC, a Texas limited liability company, and its successors and assigns, whose address for the purposes of this Agreement is 2660 FM 407 E, Bartonville, Texas 76226.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the BCDC.

- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word “Property” means Lot 1R - 4, Block A of the Denkman Plaza Addition, an addition to the Town of Bartonville, Denton County, Texas, and generally located at 2660 F.M. 407 E, Bartonville, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of construction of a minimum 15,000 square foot hair salon and retail establishment located on the Property, and Property acquisition costs, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103 and 505.158 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (j) **Related Documents.** The words “Related Documents” mean and include without limitation all promissory notes, loan agreements, and all other instruments and documents, whether now or hereafter existing, executed in connection with this Agreement.
- (k) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with BCDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the BCDC invoices, receipts, or other documentation in a form acceptable to the BCDC for the Qualified Expenditures made to the Property in a minimum amount of **Four Million and No/100 Dollars (\$4,000,000.00)** by **December 31, 2024**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **December 31, 2024**, a certificate of occupancy from the Town of Bartonville, Texas, for a minimum of 15,000 square foot hair salon and retail establishment located on the Property.
- (c) **Operate Cloud 9 Establishment.** Developer covenants and agrees by **January 1, 2025**, and during the Term of this Agreement to keep open to the general public the Cloud 9 Hair

Salon Establishment located on the Property.

- (d) **Job Creation and Retention.** Developer covenants and agrees by **January 1, 2025**, and during the Term of this Agreement to employ and maintain a minimum of ten (10) Full-Time Equivalent Employment Positions and fifty (50) self-employed positions working at the Property. Developer covenants and agrees beginning on **February 1, 2025**, and during the Term of this Agreement, Developer shall deliver to BCDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **February 1, 2025**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Annual Compliance Verifications due and submitted to the BCDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (e) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 5. AFFIRMATIVE COVENANTS OF BCDC.

BCDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Reimbursement for Qualified Expenditures.** BCDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount not to exceed **Forty-Five Thousand and No/100 Dollars (\$45,000.00)** as follows:
- (1) **Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500.00)** paid to Developer within thirty (30) days of the Effective Date of this Agreement and compliance with Section 505.160 of the Act; and
 - (2) **Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500.00)** paid to Developer within thirty (30) days of Developer’s receipt of the certificate of occupancy consistent with Section 4(b) of this Agreement.
- (b) **Performance.** BCDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 6. CESSATION OF ADVANCES.

If BCDC has made any commitment to make any financial assistance to Developer, whether under this Agreement or under any other agreement, BCDC shall have no obligation to advance or disburse financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and BCDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the BCDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town of Bartonville, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from BCDC and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by BCDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to BCDC as follows:

- (a) Event of Default occurs from the Effective Date through **March 31, 2024**, repay **Forty-Five Thousand and No/100 Dollars (\$45,000.00)** or as much as has been advanced to Developer by BCDC;
- (b) Event of Default occurs from **April 1, 2024, to March 31, 2025**, repay **Thirty-Six Thousand and No/100 Dollars (\$36,000.00)**;
- (c) Event of Default occurs from **April 1, 2025, to March 31, 2026**, repay **Twenty-Seven Thousand and No/100 Dollars (\$27,000.00)**;
- (d) Event of Default occurs from **April 1, 2026, to March 31, 2027**, repay **Eighteen Thousand and No/100 Dollars (\$18,000.00)**; and
- (e) Event of Default occurs from **April 1, 2027, to March 31, 2028**, repay **Nine Thousand and No/100 Dollars (\$9,000.00)**.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created

modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the BCDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER:

CLOUD 9 MANAGEMENT, LLC,
A Texas limited liability company,

By: _____
Kim Cloud Skidmore

Title: _____

Date Signed: _____

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the _____ day of _____, 2023, by Kim Cloud Skidmore, _____, of Cloud 9 Management, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas



TOWN COUNCIL COMMUNICATION

DATE May 16, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Sakhouse Investments, LLC.

SUMMARY:

On May 10, 2023, the Bartonville Community Development Corporation Board approved a Performance Agreement with Sakhouse Investments, LLC (aka Trios Bistro) to provide financial assistance, in the amount of \$35,000.

The Performance Agreement provides a total incentive of \$35,000 with five-year claw back provision with half the funding to be paid within 30 days of the effective date of the agreement and in accordance with State Law; and half when the Developer's receipt of invoices and or receipts for the Qualified Expenditures made to the property in a minimum amount of \$55,000 are submitted to the Corporation.

State law provides that a Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. There are no provisions that prohibit both readings to occur during the same meeting.

In accordance with the Development Corporation Act, Section 505.159(a) of the Texas Local Government Code, a public hearing is required to receive public input regarding the funding of the project. The BCDC conducted the public hearing on May 10, 2023. No one spoke in favor or opposition to the project.

FISCAL INFORMATION: BCDC Budget \$35,000

LEGAL REVIEW: The resolution and performance agreement were prepared by Jeff Moore, BCDC Attorney.

RECOMMENDED MOTION OR ACTION:

Move to approve a resolution concerning the approval of a Type B Economic Development Project and Performance Agreement by and between the Bartonville Community Development Corporation and Sakhouse Investments, LLC.

ATTACHMENTS:

- Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, APPROVING A TYPE B ECONOMIC DEVELOPMENT PROJECT AND PERFORMANCE AGREEMENT, BY AND BETWEEN THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION, AND SAKHOUSE INVESTMENTS, LLC, D/B/A TRIOS ITALIAN BISTRO, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A FINANCIAL INCENTIVE FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTIONS 501.103 AND 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Bartonville Community Development Corporation (hereinafter referred to as the “BCDC”) is a Type B Community development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, BCDC has approved a project with Sakhouse Investments, LLC, d/b/a Trios Italian Bistro, a Texas limited liability company, and the Performance Agreement is attached hereto as *Exhibit A*; and

WHEREAS, the Town Council of the Town of Bartonville, Texas, finds and determines that the expenditure as specified in the Performance Agreement attached hereto as *Exhibit A*, will promote new or expanded business development, and otherwise meets the definition of “project,” as that term is defined by Sections 501.103 and 505.158 of the Texas Local Government Code.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Bartonville, Texas, and are fully incorporated into the body of this Resolution.

Section 2. That the Town Council of the Town of Bartonville, Texas, finds and determines that the project and Performance Agreement attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Town Council of the Town of Bartonville, Texas, following the second reading of this Resolution authorizes the project and Performance Agreement, attached hereto as *Exhibit A*, and authorize the Mayor to execute this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Town Council of the Town of Bartonville, Texas, on this the _____ day of _____, 2023.

Jaclyn Carrington, Mayor
Town of Bartonville, Texas

ATTEST:

Tammy Dixon, Town Secretary
Town of Bartonville, Texas

Exhibit A

Performance Agreement

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between **SAKHOUSE INVESTMENTS, LLC**, d/b/a Trios Italian Bistro, a Texas limited liability company (hereinafter referred to as “Developer”), and the **BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “BCDC”), is made and executed on the following recitals, terms and conditions.

WHEREAS, BCDC is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless BCDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by BCDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by BCDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to the BCDC for financial assistance for the construction of Qualified Expenditures as defined herein to be made to the Property generally located at 2652 F.M. 407E # 155, Town of Bartonville, Texas; and

WHEREAS, the BCDC’s Board of Directors have determined the financial assistance provided to Developer for the Qualified Expenditures to be made to the Property is consistent with and meets the definition of “project” as that term is defined in Sections 501.103 and 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section

501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Bartonville, Texas, to approve all programs and expenditures of the BCDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the BCDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **June 30, 2028**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.
- (c) **BCDC.** The term “BCDC” means the Bartonville Community Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 1941 East Jeter Road, Bartonville, Texas 76226.
- (d) **Developer.** The word “Developer” means Sakhouse Investments, LLC, d/b/a Trios Italian Bistro, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 2652 F.M. 407E # 155, Bartonville, Texas 76226.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Developer and the BCDC.

- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Equivalent Employment Positions.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word “Property” means 2652 F.M. 407E # 155, Town of Bartonville, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of the construction and installation of a patio cover to the Property, and those expenses which otherwise meet the definition of “project” as that term is defined by Sections 501.103 and 505.158 of the Act, and the definition of “cost” as that term is defined by Section 501.152 of the Act.
- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with BCDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the BCDC invoices, receipts, or other documentation in a form acceptable to the BCDC for the Qualified Expenditures made to the Property in a minimum amount of **Fifty-Five Thousand and No/100 Dollars (\$55,000.00)** by **December 31, 2023**.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained by **December 31, 2023**, a certificate of occupancy from the Town of Bartonville, Texas, for the Trio’s Italian Bistro Restaurant located on the Property.
- (c) **Operate Restaurant.** Developer covenants and agrees by **December 31, 2023**, and during the Term of this Agreement to keep open to the general public the Trio’s Italian Bistro Restaurant located on the Property.
- (d) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2023**, and during the Term of this Agreement to employ and maintain a minimum of three (3) Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **February 1, 2024**, and during the Term of this Agreement, Developer shall deliver to BCDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time

Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Annual Compliance Verification”). The Developer covenants and agrees beginning on **February 1, 2024**, and annually thereafter during the Term of this Agreement, there will be a total of **five (5)** Annual Compliance Verifications due and submitted to the BCDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

- (e) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 5. AFFIRMATIVE COVENANTS OF BCDC.

BCDC covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Reimbursement for Qualified Expenditures.** BCDC covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount not to exceed **Thirty-Five Thousand and No/100 Dollars (\$35,000.00)** as follows:
- (1) **Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00)** paid to Developer within thirty (30) days of the Effective Date of this Agreement and compliance with Section 505.160 of the Act; and
 - (2) **Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00)** paid to Developer within thirty (30) days of Developer’s receipt of invoices, receipts, or other documentation in a form acceptable to the BCDC for the Qualified Expenditures made to the Property in a minimum amount of **Fifty-Five Thousand and No/100 Dollars (\$55,000.00)**, and consistent with Section 4(b) of this Agreement.
- (b) **Performance.** BCDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and BCDC.

SECTION 6. CESSATION OF ADVANCES.

If BCDC has made any commitment to make any financial assistance to Developer, whether under this Agreement or under any other agreement, BCDC shall have no obligation to advance or disburse financial assistance if: (i) Developer becomes insolvent, files a petition in

bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and BCDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the BCDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the Town of Bartonville, Texas, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from BCDC and/or Denton County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by BCDC to Developer pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Developer to BCDC as follows:

- (a) Event of Default occurs from the Effective Date through **June 30, 2024**, repay **Thirty-Five Thousand and No/100 Dollars (\$35,000.00)** or as much as has been advanced to Developer by BCDC;

- (b) Event of Default occurs from **July 1, 2024, to June 30, 2025**, repay **Twenty-Eight Thousand and No/100 Dollars (\$28,000.00)**;
- (c) Event of Default occurs from **July 1, 2025, to June 30, 2026**, repay **Twenty-One Thousand and No/100 Dollars (\$21,000.00)**;
- (d) Event of Default occurs from **July 1, 2026, to June 30, 2027**, repay **Fourteen Thousand and No/100 Dollars (\$14,000.00)**; and
- (e) Event of Default occurs from **July 1, 2027, to June 30, 2028**, repay **Seven Thousand and No/100 Dollars (\$7,000.00)**.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the BCDC notifies Developer of the violation.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

BCDC:

***BARTONVILLE COMMUNITY
DEVELOPMENT CORPORATION,***
a Texas non-profit corporation

By: _____
Brenda Latham, Chair

Date Signed: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2023, by Brenda Latham, Chair of the Bartonville Community Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Notary Public, State of Texas

DEVELOPER:

SAKHOUSE INVESTMENTS, LLC.
a Texas limited liability company,

By: _____
Tim House, Managing Member

Date Signed: _____

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

This instrument was acknowledged before me on the _____ day of _____, 2023, by Tim House, Managing Member of the Sakhouse Investments, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas