



# TOWN COUNCIL REGULAR MEETING AGENDA

July 16, 2024 at 6:00 PM

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

**A. CALL BUDGET WORKSHOP TO ORDER - 6:00 PM**

**B. BUDGET WORKSHOP SESSION**

- [1.](#) Discussion of Proposed Budget for Fiscal Year 2024-2025 and all things related thereto.

**C. ADJOURN BUDGET WORKSHOP**

**D. CALL REGULAR SESSION TO ORDER - 6:30 PM**

**E. PLEDGE OF ALLEGIANCE**

**F. PUBLIC PARTICIPATION**

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

**G. APPOINTED REPRESENTATIVE/LIAISON REPORTS**

1. Upper Trinity Regional Water District Report.
- [2.](#) Denton County Emergency Services District #1.
- [3.](#) Police Department – June 2024 Statistics/Activities.
- [4.](#) Administration – June 2024 Reports: Financial, including quarterly investment report, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits, and Board Member Attendance.

**H. CONSENT AGENDA**

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

- [1.](#) Consider approval of the June 18, 2024, Budget Workshop and Regular Meeting Minutes.

**I. PUBLIC HEARINGS AND REGULAR ITEMS**

- [1.](#) Conduct Public Hearing of the Bartonville Crime Control and Prevention District FY 2024-2025 proposed budget.

2. Discuss and consider an Ordinance amending Town of Bartonville Code of Ordinances Chapter 4, "Business Regulations", by adding Article 4.06, "Single-Family Dwelling Transient Rentals" to generally prohibit the short-term rental of single-family dwellings in the Town.
3. Discuss and consider an Ordinance amending the Town of Bartonville Code of Ordinances Chapter 12, "Traffic and Vehicles," Article 12.02, "Traffic-Control Devices" by adding a stop intersection.
4. Discuss and consider approval of a Resolution restructuring the Special Events Committee.
5. Discuss and consider approval of a Resolution creating a Town Hall Property Improvements Subcommittee and appointments of members to said subcommittee.
6. Discuss and consider an FY2024-2025 Interlocal Cooperation Agreement between Denton County and the Town of Bartonville Police Department for the use of the Denton County Radio Communications System; and authorize the Town Administrator to execute same on behalf of the Town.
7. Discuss and consider an Interlocal Agreement between Texas Municipal League Intergovernmental Risk Pool and The Town of Bartonville regarding Cyber Liability and Data Breach Response; and authorize the Town Administrator to execute same on behalf of the Town.
8. Discuss and consider scheduling September 3, 2024 for the Public Hearing on the proposed Fiscal Year 2024-2025 Budget; and scheduling September 17, 2024 for the adoption of said Budget.
9. Discuss and consider scheduling September 17, 2024 for the Public Hearing to consider the proposed tax rate.
10. Discuss and consider who will be on the Boards and Commission interview panel.

#### **J. CLOSED SESSION**

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

1. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney concerning pending or contemplated litigation regarding the sanitary sewer nuisance at 1287 Gibbons Road, Town of Bartonville, Texas v. Paula Harvey, Cause No. 23-11429-467 pending in the 467th District Court of Denton County, Texas.
2. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney concerning pending or contemplated litigation regarding a zoning violation at 870 Blenheim.

#### **K. RECONVENE OPEN MEETING**

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

#### **L. FUTURE ITEMS**

#### **M. ADJOURNMENT**

*The Town Council reserves the right to adjourn into a closed meeting or executive session as authorized by Texas Government Code, Sections 551.001, et seq. (the Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.088 of the Texas Open Meetings Act. Any final action, decision, or vote on a matter deliberated in a closed meeting will only be taken in an open meeting that is held in compliance with Texas Government Code, Chapter 551.*

**CERTIFICATION**

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

/s/ Shannon Montgomery, Town Secretary

Posted: Friday, July 12, 2024 prior to 4:00 pm.

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

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



# TOWN COUNCIL COMMUNICATION

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**DATE:** July 16, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discussion of Proposed Budget for Fiscal Year 2024-2025 and all things related thereto.

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**SUMMARY:**

The Town Administrator will present the first draft of the General Fund budget for fiscal year 2024-25 during this meeting.

**FISCAL INFORMATION:**

**RECOMMENDED MOTION OR ACTION:**

**ATTACHMENTS:**



# TOWN COUNCIL COMMUNICATION

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**DATE:** July 16, 2024  
**FROM:** Ricky Vaughan, Fire Chief, Denton County ESD No. 1  
**AGENDA ITEM:** Denton County Emergency Services District #1 Monthly Report

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**SUMMARY:**

Department Statistics/Activities

**ATTACHMENTS:**

- Monthly Report

# Denton County

## ESD No. 1

### Monthly Report



### Monthly Activity Report

JUNE

2024



# Denton County ESD No. 1

JUNE 2024

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<b>Basic Analytics</b>	<b>Page</b>
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Incident Counts	4-5
Municipality Volume	6
Response Times – 90 <sup>th</sup> Percentile and Average Response Times	7
Community Outreach Events & Fire Inspection Reports & Training Division	8



# Denton County ESD No. 1

JUNE 2024

## DCESD1 Personnel

### Operations

Battalion Chief	3
Officers - Captains	9
Apparatus Operators (Engineers)	9
Full-Time Firefighters (active)	27
Part-Time Employees (active)	7
Injuries/light duty/inactive	3
<b>Total</b>	<b>58</b>

### Fire Administration

Fire Chief	1
Assistant Chief	1
Off-Shift Collateral Duty Positions (Battalion Chief of Fire Prevention, EMS, CFO)	3
Administrative Assistant	1
Director of Communications & Public Outreach	1
<b>Total</b>	<b>4</b>

**Department Paid Total** 62

Sworn Staff	<u>60</u>
Civilians	<u>2</u>
Operational Volunteers	<u>6</u>
<b>Department Total</b>	<b><u>68</u></b>

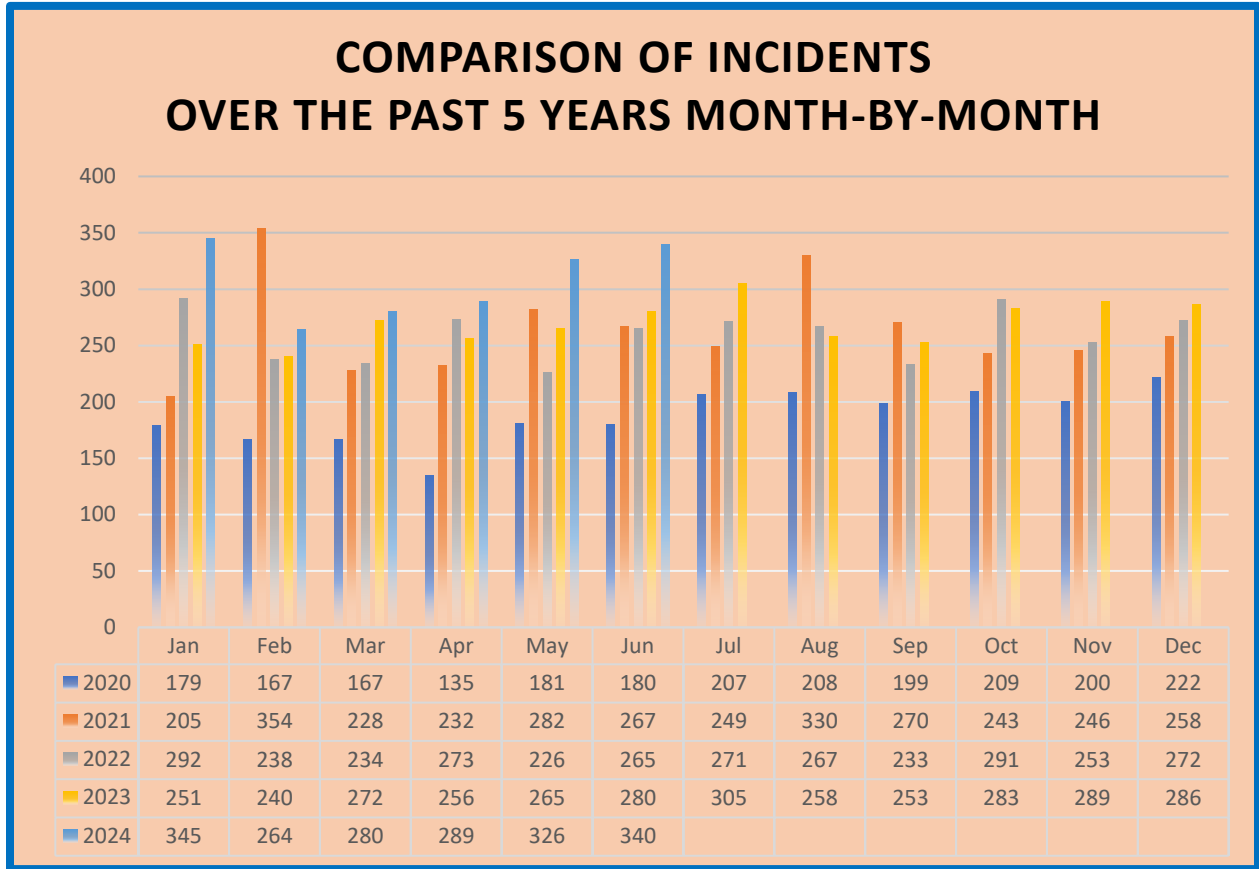




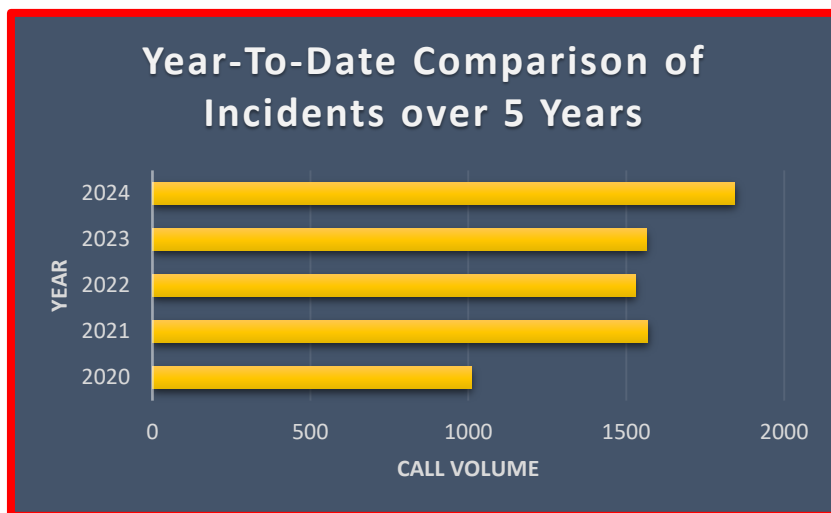
# Denton County ESD No. 1

JUNE 2024

## DCESD Total Incident Count



## Year-to-Date Totals



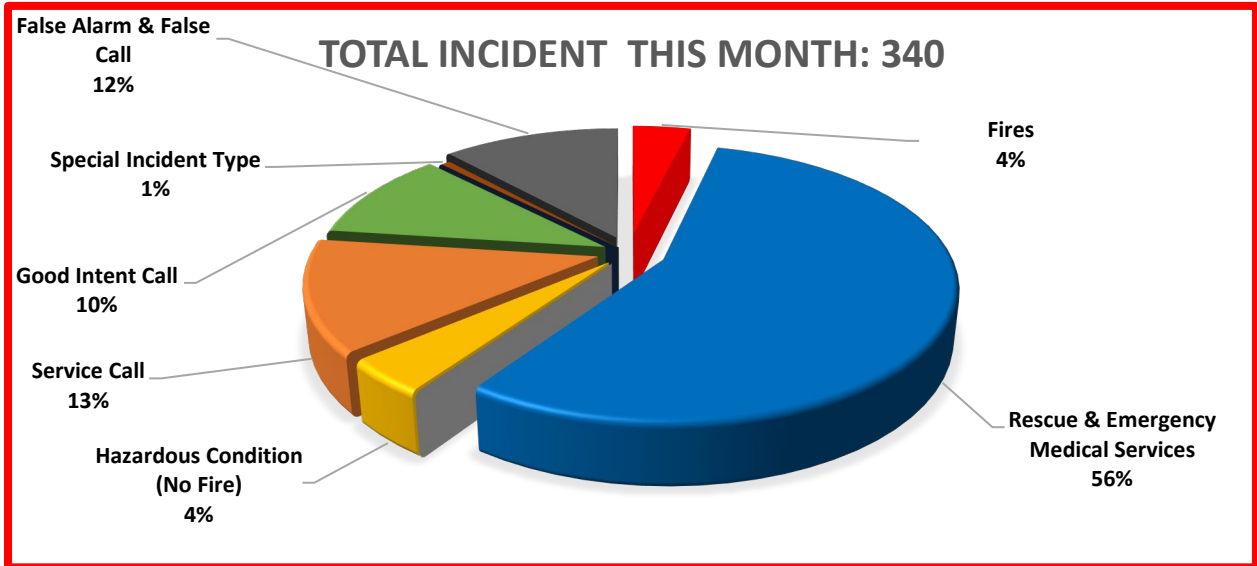
DCESD	YTD	Year End
2020	1009	2254
2021	1568	3164
2022	1528	3115
2023	1564	3238
<b>2024</b>	<b>1844</b>	



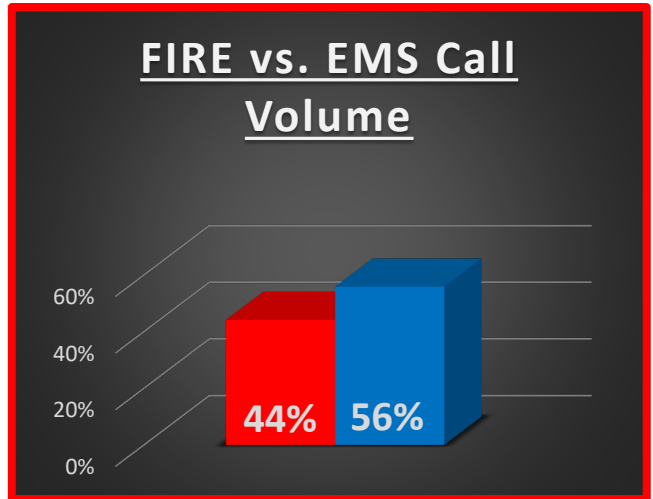
# Denton County ESD No. 1

JUNE 2024

## INCIDENT STATISTICS



Major Incident Types		
Fires	100's	13
Overpressure rupture, explosion – no fire	200's	0
Rescue & Emergency Medical Services	300's	190
Hazardous Condition (No Fire)	400's	14
Service Call	500's	45
Good Intent Call	600's	36
False Alarm / False Call	700's	0
Severe Weather & Natural Disaster	800's	2
Special Incident Type	900's	40



## Percentage of Overlapping Calls

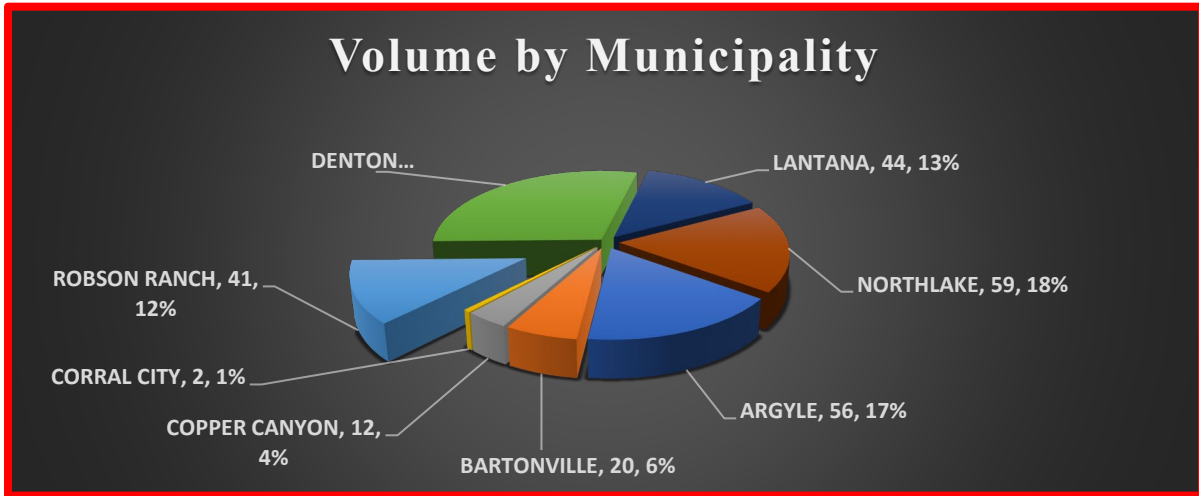
Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
60	18%



# Denton County ESD No. 1

JUNE 2024

## Municipality Call Volume Breakdown



NFIRS INCIDENT TYPE	Municipality								
	NFIRS #	ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	Robson Ranch	DENTON COUNTY
Fire	100's	2				1	4		3
Overpressure Rupture, Explosion, Overheat	200's								
Rescue & Emergency Medical Services	300's	28	10	7	2	27	28	30	55
Hazardous Condition	400's	2	1			2	7		2
Service Call	500's	5	4	2		8	2	9	11
Good Intent Call	600's	8	3			3	9	1	12
False Alarm False Call	700's	11	2	3		2	9	1	12
Severe Weather & Natural Disaster	800's								
Special Incident Type	900's					1			1
<b>Municipality Totals</b>		<b>56</b>	<b>20</b>	<b>12</b>	<b>2</b>	<b>44</b>	<b>59</b>	<b>41</b>	<b>96</b>

### NFIRS Breakdown

**100's – Fire Group**

Structure, wildland, and vehicle fires.

**200's – Overpressure Rupture, explosion, overheating – No Fire Group**

Steam, air, gas, chemical, explosions(no-fire), etc.

**300's – Rescue & Emergency Medical Service Group**

EMS Incidents, lock-in, missing person, extrication, motor vehicle accidents, rescues, etc.

**400's – Hazardous Conditions – No Fire Group**

Gas leak, chemical hazards, power line down, biological incident, bomb removal, etc.

**500's – Service Call Group**

Person in distress, water evacuation, smoke/odor removal, animal rescue, assist PD, etc.

**600's – Good Intent Group**

Cancelled en route, controlled burning, wrong location, prescribed burn, etc.

**700's – False Alarm & False Call Group**

False alarm, malicious false call, unintentional system/detector operation and malfunction

**800's – Severe Weather & Natural Disaster Group**

Flood, wind, lightning, natural disaster assessment

**900's – Special Incident Type**

Citizen Complaint, Code Violation



# Denton County ESD No. 1

JUNE 2024

## Incident Response Times

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

Lights and Sirens – 90 <sup>TH</sup> Percentile Time (Dispatch to Arrival)	
Overall Fire/EMS	11:15
Overall FIRE	12:15
Overall EMS	10:53

**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)

90th Percentile per Municipality					
ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE
10:18	8:06	11:55	7:23	9:33	14:08

## Average Response and Turnout Time Assessment

RESPONSE MODE	TOTAL RESPONDING UNITS	AVERAGE RESPONSE TIME (minutes)
Initial Lights and Sirens, Downgraded to No Lights or Sirens	2	8:33
Initial No Lights or Sirens, Upgraded to Lights and Sirens	0	0
<b>Lights and Sirens</b>	<b>286</b>	<b>7:19</b>
No Lights or Sirens	25	5:05

Average Response Time per Municipality					
ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE
6:20	6:21	8:53	6:13	6:39	7:38



# Denton County ESD No. 1

JUNE 2024

## Public Education

### Community Outreach Events

Fire Station Tours	1
Public Education Events	14
Ride Along	15
Community CPR Classes	0
- Total CPR Students	0
<b>Total Events</b>	<b>30</b>

### Training Division

<b>Total ISO Training Hours Logged / Month</b>	<b>2151.6</b>
- EMS Training Hours Logged / Month	244
- FIRE Training Hours Logged / Month	1726.4
- Administrative Training / Month	181.2

## Fire Inspection Report

INSPECTION TYPE	MONTHLY	YEAR TO DATE
*Fire Protection- Fire Alarm (Total)	0	1
*Fire Protection Commercial Sprinkler (Total)	1	13
*Annual (Total)	0	1
*Residential Sprinkler (Total)	9	46
*Fire Protection Inspection: Underground (Total)	5	8
* Controlled Access (Total)	0	2
* Certificate of Occupancy (Total)	6	29
* Compliant (Total)	0	1
<b>Total:</b>	<b>21</b>	<b>101</b>



# TOWN COUNCIL COMMUNICATION

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**DATE:** July 16, 2024  
**FROM:** Kirk Riggs, Chief of Police  
**AGENDA ITEM:** Police Department – Department Statistics/Activities

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**SUMMARY:**

Department Statistics/Activities.

**ATTACHMENTS:**

- Monthly Report

# Town of Bartonville Police Department

June 2024 Monthly Report



**Table of Contents**

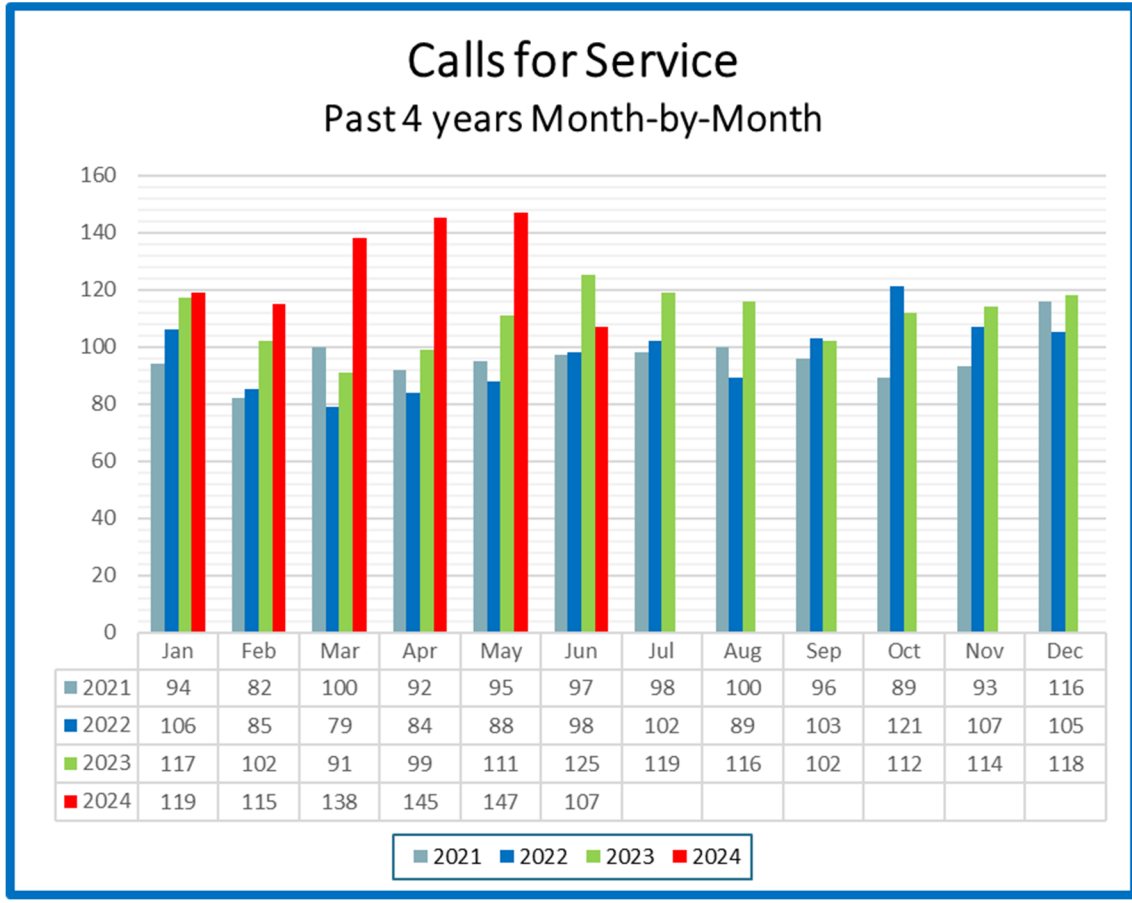
	<b>Page</b>
Total yearly calls for service	3
Types of calls for service	4
Uniformed Crime Reports/Officer initiated activity	5
Misc Information/Upcoming events	6



# Bartonville Police Department

June 2024

## Total Calls for Service



# Bartonville Police Department

June 2024

Abandoned Vehicle	
Agency Assist	15
Alarm- Commercial	8
Alarm- Residential	2
Animal Bite Report	1
Animal Complaint	2
Animal Cruelty	
Assault	
Auto Theft	2
Burglary	
Cardiac Arrest	1
Citizen Assist	
Civil Standby	
Child Custody Issues	
Criminal Mischief	
Criminal Trespass	
Disturbance	4
Domestic Disturbance	2
Fireworks Complaint	
Follow-up Investigation	5
Forgery/Fraud	3
Found Property	1
Gunshots Heard	
Hang-up 911	3
Harassment	1
Illegal Dumping	
Indecent Exposure	
Intoxicated Person	
Juvenile Complaint	
Loose Livestock	
Meet Complainant	9
Motorist Assist	3
Narcotics	
Noise Complaint	2
Open Door Investigation	1
Ordinance Violation	2
Person with a Gun	
Psych/Suicide Attempt	
Reckless Driver	3
Road Blockage/Hazard	7
Stabbing/Gunshot	
Suspicious Person/Veh/Activity	12
Theft	3
Traffic Complaint	1
Traffic Transport Incident (Accidents)	7
Vehicle Complaint	2
Welfare Concern	5

# Bartonville Police Department

June 2024

## Uniformed Crime Reporting

June-2024			
ACTIVITY	CURRENT MONTH	YTD	TOTAL
UCR	4	2024	2023
<b>PART 1 OFFENSES</b>			
Homicide / Manslaughter	0	0	0
Sexual Assault	0	1	2
Robbery	0	0	0
Aggravated Assault	0	0	1
Burglary	0	2	3
Larceny	3	10	9
Motor Vehicle Theft	1	1	2
Huamn Trafficking	0	0	0
Arson	0	0	0
<b>TOTAL PART I</b>	<b>4</b>	<b>14</b>	<b>14</b>

## Officer Initiated Activity

<u>Officer Activity by Type</u>	Total
Admin Duty (Reports, Court, Clerical)	5
Building Checks, Close Patrols	161
Investigations (Sus veh/activity)	6
Traffic Stops	219
Vacation Watch	8
Walk Thru (Business contacts)	19
Total	418

# Bartonville Police Department

June 2024

## Misc. Information/Upcoming Events

We have taken delivery of the two 2024 Chevy Tahoe's that were approved by Town Council and CCPD. We are still waiting to receive the first white 2024 Tahoe that is at Defender. Once we get it back, we will give them another one for the change-out process. Please remember that changing out police vehicles takes months.



# TOWN COUNCIL COMMUNICATION

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**DATE:** July 16, 2024  
**FROM:** Thad Chambers, Town Administrator  
**AGENDA ITEM:** Administration – June 2024 Reports

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**SUMMARY:**

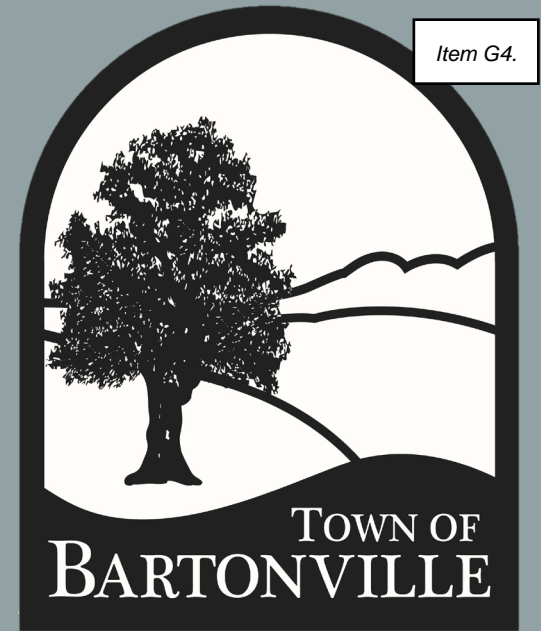
Monthly Reports June 2024.

**ATTACHMENTS:**

- Monthly Financial Report
- Revenue and Expense Report General Fund (provided quarterly)
- Quarterly Investment Report
- Monthly Animal Control Report
- Monthly Code Enforcement Report
- Monthly Engineering Report
- Monthly Municipal Court Report
- Monthly Permits Report
- Monthly Board Attendance Report

# Town of Bartonville Monthly Financial Report

Month Ending  
June 30, 2024

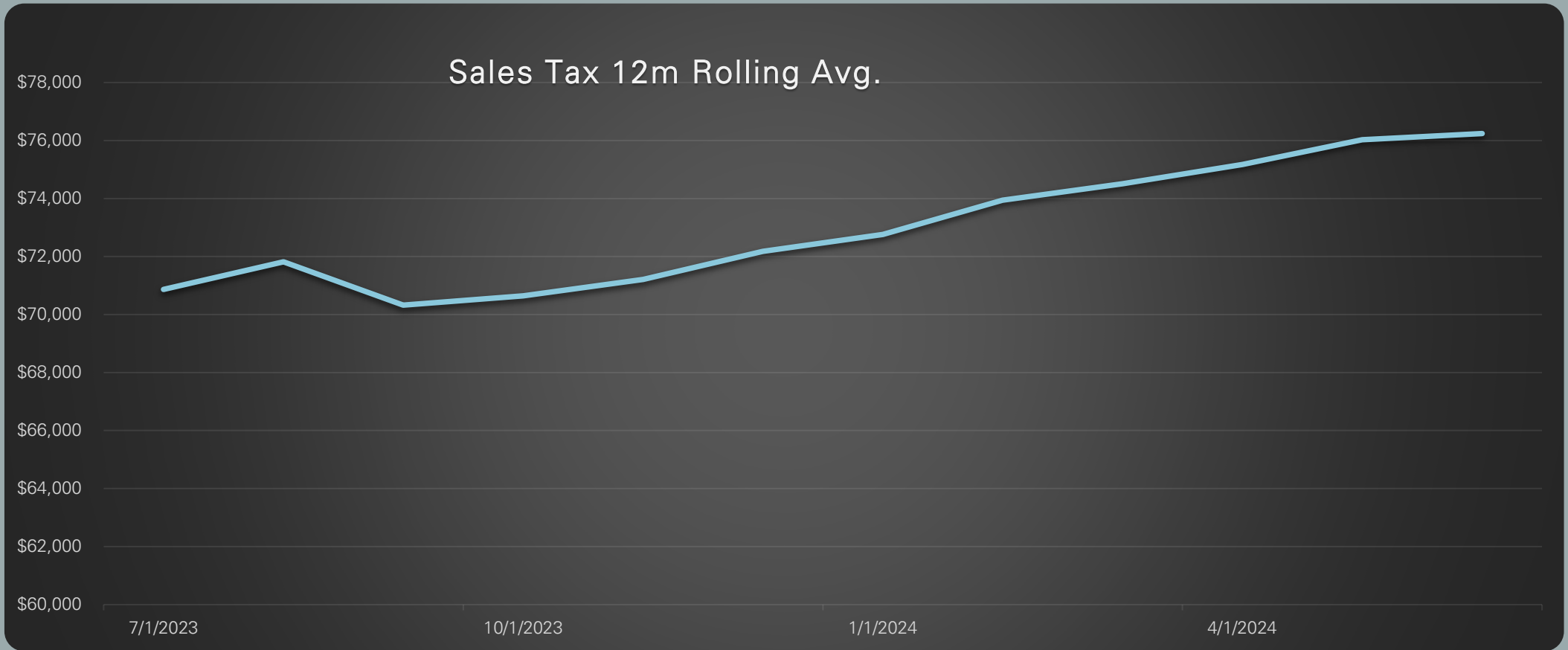


PRESENTED:  
JULY 16, 2024

## All General Fund Revenues

	June 2024 Revenue	Year to Date Revenue	Current Year Budget	Projected Revenue Remaining	% of Budgeted Revenue Remaining	Prior year YTD	Prior year ending balance
Property Tax	\$3,631.67	\$1,046,065.76	\$1,050,000.00	\$3,934.24	0.37%	\$969,898.66	\$986,183.68
Sales Tax	\$62,020.47	\$694,754.36	\$785,000.00	\$90,245.64	11.50%	\$623,809.32	\$843,911.57
Franchise Fees	\$2,205.90	\$207,237.33	\$200,000.00	(\$7,237.33)	(3.62%)	\$179,220.52	\$238,380.27
Other/Transfer	\$15,388.47	\$131,607.87	\$169,300.00	\$37,692.13	22.26%	\$130,558.98	\$187,497.39
Development Fees	\$0.00	\$83,640.00	\$30,000.00	(\$53,640.00)	(178.80%)	\$105,414.24	\$105,414.24
Permit Fees	\$22,796.55	\$189,267.35	\$150,000.00	(\$39,267.35)	(26.18%)	\$147,781.68	\$227,177.21
Municipal Court	\$13,494.27	\$79,520.99	\$85,000.00	\$5,479.01	6.45%	\$66,949.79	\$109,218.14
<b>Total Revenue</b>	<b>\$119,250.80</b>	<b>\$2,447,195.46</b>	<b>\$2,469,300.00</b>	<b>\$22,104.54</b>	<b>0.90%</b>	<b>\$2,232,774.99</b>	<b>\$2,697,782.50</b>

# Sales Tax Collections





## Sales Tax Collections – Top 10 Businesses (Alphabetical Listing)

7-Eleven Convenience Store
Amazon (Marketplace)
Google LLC (Information Services)
Hollywood Feed
Kroger Grocery Store
Marty B's Coffee
Marty B's Restaurant
Shellmans Fine Wine and Spirits
Starbucks Coffee
Tractor Supply Google LLC (Information Services)

## Sales Tax Collections – Top 5 Industries

Retail
Food
General Services
Professional Service
Wholesale

## All General Fund Expenditures

	June 2024 Expenditures	Year to Date Expenditures	Current Year Budget	Budget Balance Remaining	% of Balance Remaining	Prior Year YTD Balance	Prior year FY Ending Balance
Administration	\$63,654.19	\$717,426.69*	\$1,183,858.77	\$545,462.90	39.08%	\$844,407.28	\$1,211,383.16
Police	\$65,947.17	\$611,473.14	\$912,990.09	\$301,516.95	33.03%	\$511,165.88	\$728,607.90
Municipal Court	\$1,800.00	\$8,200.00	\$6,600.00	\$1,600.00	(24.24%)	\$3,800.00	\$4,700.00
Transfers	\$6,809.64	\$170,543.77	\$314,000.00	\$143,456.23	45.69%	\$250,029.85	\$303,294.84
<b>Total Expenses</b>	<b>\$138,211.00</b>	<b>\$1,507,643.60</b>	<b>\$2,417,448.86</b>	<b>\$909,805.26</b>	<b>37.63%</b>	<b>\$1,609,403.01</b>	<b>\$2,247,985.90</b>

\*\$1,000,000 is included in this category as an expenditure in the detailed report but should not be.  
This was the \$1,000,000 that the Town Council allocated from Fund Balance during the budget process.

# Expenditures by Department

## Administration

	June 2024 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$29,449.86	\$368,727.91	\$517,668.77	\$148,940.86	28.77%	\$323,660.90	\$437,452.59
Other	\$4,965.55	\$41,006.58	\$112,800.00	\$71,793.42	63.65%	\$95,457.98	\$118,134.82
Contracted Services	\$22,070.34	\$243,291.91	\$368,290.00	\$124,998.09	33.94%	\$312,958.09	\$414,835.96
Fees & Service Charges	\$22.50	\$529.25	\$1,170.00	\$571.75	48.87%	\$794.50	\$1,180.42
Supplies	\$5,326.26	\$37,268.61	\$75,430.00	\$38,161.39	50.59%	\$42,650.29	\$47,956.13
Maintenance	\$1,819.68	\$26,533.43	\$58,500.00	\$31,966.57	54.64%	\$31,194.92	\$41,782.64
Capital Improvements	\$0.00	\$0.00	\$50,000.00	\$50,000.00	100.00%	\$0.00	\$150,040.60
<b>Total Administration:</b>	<b>\$63,654.19</b>	<b>\$717,426.69</b>	<b>\$1,183,858.77</b>	<b>\$466,432.08</b>	<b>39.40%</b>	<b>\$844,407.28</b>	<b>\$1,211,383.16</b>

# Expenditures by Department

## Police

	June 2024 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$61,172.60	\$559,236.48	\$819,859.09	\$260,622.61	31.79%	\$461,424.30	\$660,506.81
Maintenance	\$2,446.17	\$25,061.60	\$26,131.00	\$1,069.40	4.09%	\$25,924.60	\$35,373.16
Contracted Service	\$0.00	\$1,776.50	\$10,000.00	\$8,223.50	82.24%	\$6,722.00	\$6,722.00
Other	\$37.00	\$4,423.81	\$4,500.00	\$76.19	1.69%	\$1,990.63	\$2,534.93
Supplies	\$2,291.40	\$20,974.75	\$52,500.00	\$31,525.25	60.05%	\$15,104.35	\$23,596.48
<b>Total Police Department:</b>	<b>\$65,947.17</b>	<b>\$611,473.14</b>	<b>\$912,990.09</b>	<b>\$301,516.95</b>	<b>33.03%</b>	<b>\$511,165.88</b>	<b>\$728,607.90</b>

Town of Bartonville  
 Revenue And Expense Report  
 As of June 30, 2024

7/12/2024 1

Item G4.

<b>100 - General Fund</b>	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<b>Revenue Summary</b>							
-	119,250.80	2,447,195.46	2,469,300.00	22,104.54	0.90%	2,232,774.99	2,697,978.50
Revenue Totals	<u>119,250.80</u>	<u>2,447,195.46</u>	<u>2,469,300.00</u>	<u>22,104.54</u>	<u>0.90%</u>	<u>2,232,774.99</u>	<u>2,697,978.50</u>
<b>Expense Summary</b>							
10-Administration	63,654.19	1,717,426.69	1,183,858.77	(533,567.92)	(45.07%)	844,407.28	1,211,383.16
20-Police	65,947.17	611,473.14	912,990.09	301,516.95	33.03%	511,165.88	728,607.90
30-Municipal Court	1,800.00	8,200.00	6,600.00	(1,600.00)	(24.24%)	3,800.00	4,700.00
90-Transfers	6,809.64	170,543.77	314,000.00	143,456.23	45.69%	250,029.85	303,294.84
Expense Totals	<u>138,211.00</u>	<u>2,507,643.60</u>	<u>2,417,448.86</u>	<u>(90,194.74)</u>	<u>-3.73%</u>	<u>1,609,403.01</u>	<u>2,247,985.90</u>
Revenues Over(Under) Expenditures	<u>(18,960.20)</u>	<u>(60,448.14)</u>	<u>51,851.14</u>	<u>0.00</u>	<u>0.00%</u>	<u>623,371.98</u>	<u>449,992.60</u>

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<b>100 - General Fund Department Revenue</b>	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<hr/>							
<b>Property Taxes</b>							
-4002 Ad Valorem Current O & M	3,369.32	1,044,595.31	1,045,000.00	404.69	0.04%	940,267.01	953,754.89
-4003 Ad Valorem Pent & Int	111.46	3,329.26	2,500.00	(829.26)	(33.17%)	1,641.66	3,579.22
-4010 Ad Valorem Delinquent	150.89	(1,858.81)	2,500.00	4,358.81	174.35%	27,989.99	28,849.57
<b>Total Property Taxes</b>	<b>3,631.67</b>	<b>1,046,065.76</b>	<b>1,050,000.00</b>	<b>3,934.24</b>	<b>0.37%</b>	<b>969,898.66</b>	<b>986,183.68</b>
<b>Sales &amp; Mixed Beverage Tax</b>							
-4025 Sales Tax Revenue	52,425.03	620,111.74	700,000.00	79,888.26	11.41%	549,706.93	745,313.84
-4060 Mixed Beverage Allocation	9,595.58	74,642.62	85,000.00	10,357.38	12.19%	74,102.39	98,597.73
<b>Total Sales &amp; Mixed Beverage Tax</b>	<b>62,020.61</b>	<b>694,754.36</b>	<b>785,000.00</b>	<b>90,245.64</b>	<b>11.50%</b>	<b>623,809.32</b>	<b>843,911.57</b>
<b>Franchise Fees</b>							
-4041 Electric/Gas Franchise Fees	3.88	157,315.28	160,000.00	2,684.72	1.68%	146,004.72	178,797.29
-4042 Telephone Franchise Fees	19.38	10,710.93	15,000.00	4,289.07	28.59%	13,380.04	17,319.01
-4045 Solidwaste Franchise Fees	2,182.64	16,326.60	20,000.00	3,673.40	18.37%	15,891.49	21,577.01
-4046 Water Franchise Fees	0.00	22,884.52	5,000.00	(17,884.52)	(357.69%)	3,944.27	20,686.96
<b>Total Franchise Fees</b>	<b>2,205.90</b>	<b>207,237.33</b>	<b>200,000.00</b>	<b>(7,237.33)</b>	<b>(3.62%)</b>	<b>179,220.52</b>	<b>238,380.27</b>
<b>Other/Transfer</b>							
-4090 General Revenue	0.00	7,320.99	0.00	(7,320.99)	0.00%	1,272.66	2,412.66
-4130 Child Safety Collected	0.00	2,049.67	2,000.00	(49.67)	(2.48%)	2,000.39	2,000.39
-4135 Open Records	0.00	12.00	0.00	(12.00)	0.00%	9.60	9.60
-4155 Waste Water	3,400.55	31,515.33	36,300.00	4,784.67	13.18%	29,314.44	47,810.33
-4160 LOESE Training Funds	0.00	1,975.00	1,000.00	(975.00)	(97.50%)	775.91	775.91
-4250 Interest Earned	11,701.25	103,836.68	120,000.00	16,163.32	13.47%	86,327.78	114,488.50
-4730 Transfer from BCDC	0.00	0.00	10,000.00	10,000.00	100.00%	20,000.00	20,000.00

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Total Other/Transfer	15,101.80	146,709.67	169,300.00	22,590.33	13.34%	139,700.78	187,497.39
<u>Permit &amp; Development Fees</u>							
-4102 Permits:BOA Application Fees	0.00	1,800.00	0.00	(1,800.00)	0.00%	0.00	450.00
-4103 Permits:Business C of O Permits	0.00	1,000.00	1,000.00	0.00	0.00%	250.00	250.00
-4104 Permits:Commercial Bldg Permits	0.00	575.75	10,000.00	9,424.25	94.24%	17,238.60	25,890.60
-4105 Permits:Contractor Registration Fees	875.00	8,500.00	5,000.00	(3,500.00)	(70.00%)	6,125.00	9,375.00
-4107 Permits:Gas Well Inspection Fees	0.00	17,200.00	27,750.00	10,550.00	38.02%	14,800.00	27,445.41
-4108 Permits:Health/Food Permits	140.00	10,975.00	7,800.00	(3,175.00)	(40.71%)	7,840.00	7,875.00
-4112 Permits:Red Tag Fees	225.00	2,060.00	1,000.00	(1,060.00)	(106.00%)	2,175.00	3,290.00
-4114 Permits:Residential Bldg Permits	18,826.55	122,467.85	80,000.00	(42,467.85)	(53.08%)	82,446.08	126,877.70
-4117 Permits:Septic Permit Fee	1,230.00	9,630.00	7,000.00	(2,630.00)	(37.57%)	6,425.00	10,580.00
-4118 Permits:Sign or Tree Permits	200.00	1,450.00	300.00	(1,150.00)	(383.33%)	300.00	525.00
-4119 Permits:Special Event/Race Permit	0.00	322.00	100.00	(222.00)	(222.00%)	124.00	124.00
-4120 Permits:Truck Permit	100.00	200.00	50.00	(150.00)	(300.00%)	25.00	100.00
-4122 Permits:Zoning/Subdivision/DRC/Fees	1,200.00	13,086.75	10,000.00	(3,086.75)	(30.87%)	10,033.00	14,590.50
-4930 Construction Inspection Fees	0.00	83,640.00	30,000.00	(53,640.00)	(178.80%)	105,414.24	105,414.24
Total Permit & Development Fees	22,796.55	272,907.35	180,000.00	(92,907.35)	(51.62%)	253,195.92	332,787.45
<u>Municipal Court</u>							
-4150 Municipal Court Fines	11,871.70	67,197.20	70,000.00	2,802.80	4.00%	57,591.90	93,903.40
-4157 Court Costs	1,622.57	12,308.79	15,000.00	2,691.21	17.94%	9,342.89	15,284.74
-4161 Time Payment Reimbursement Fee	0.00	15.00	0.00	(15.00)	0.00%	15.00	30.00



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<b>100 - General Fund Department Revenue</b>	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Total Municipal Court	13,494.27	79,520.99	85,000.00	5,479.01	6.45%	66,949.79	109,218.14
Total	119,250.80	2,447,195.46	2,469,300.00	22,104.54	0.90%	2,232,774.99	2,697,978.50
Total Revenue	119,250.80	2,447,195.46	2,469,300.00	22,104.54	0.90%	2,232,774.99	2,697,978.50

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<b>100 - General Fund Department Expense</b>	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<b>10-Administration</b>							
<u>Salary &amp; Benefits</u>							
10-5001 Salaries	18,018.06	249,311.24	352,503.00	103,191.76	29.27%	223,885.32	306,581.93
10-5002 Certification Wages	230.80	2,192.60	7,200.00	5,007.40	69.55%	2,584.78	3,392.58
10-5007 Overtime Wages	558.42	5,300.08	6,413.00	1,112.92	17.35%	979.38	1,288.76
10-5008 Vacation Buy Back	0.00	0.00	1,000.00	1,000.00	100.00%	1,788.40	1,788.40
10-5018 Longevity Pay	0.00	288.00	288.00	0.00	0.00%	1,716.00	1,716.00
10-5019 Mileage Pay	600.00	5,924.99	7,000.00	1,075.01	15.36%	4,965.51	6,781.59
10-5020 Retirement - TMRS	4,084.67	39,723.01	49,584.76	9,861.75	19.89%	36,880.55	50,587.88
10-5023 Payroll Taxes	404.34	3,730.26	4,992.37	1,262.11	25.28%	3,191.44	4,352.73
10-5025 Health and Dental	5,333.27	50,085.81	76,276.00	26,190.19	34.34%	41,218.87	52,549.10
10-5029 Workers Compensation	0.00	6,520.20	1,411.64	(5,108.56)	(361.89%)	0.00	0.00
10-5030 Unemployment Benefits	0.00	468.00	0.00	(468.00)	0.00%	11.76	20.76
10-5128 Cell Phone Charges	220.30	2,866.42	3,500.00	633.58	18.10%	2,220.75	3,057.96
10-5337 Insurance - Property & Liability	0.00	2,317.30	7,500.00	5,182.70	69.10%	4,218.14	5,334.90
Total Salary & Benefits	<u>29,449.86</u>	<u>368,727.91</u>	<u>517,668.77</u>	<u>148,940.86</u>	<u>28.77%</u>	<u>323,660.90</u>	<u>437,452.59</u>
<u>Other</u>							
10-5053 Advertisements and Notices	70.56	1,594.48	4,500.00	2,905.52	64.57%	1,199.80	3,560.28
10-5103 Banners and Signs	2,337.70	6,213.41	10,000.00	3,786.59	37.87%	61,299.81	73,360.95
10-5140 Clean Up Day	750.00	8,963.26	9,000.00	36.74	0.41%	5,184.89	8,199.49
10-5207 Dues & Memberships	0.00	1,196.00	5,000.00	3,804.00	76.08%	1,207.50	1,207.50
10-5226 Election Expense	0.00	118.24	14,000.00	13,881.76	99.16%	11,710.45	11,710.45
10-5514 Postage	0.00	2,235.70	3,500.00	1,264.30	36.12%	2,170.81	3,102.07

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10-5537 Publications/Subscriptions	0.00	709.24	1,500.00	790.76	52.72%	0.00	747.00
10-5705 Special Events	1,404.08	17,400.36	18,000.00	599.64	3.33%	0.00	2,214.27
10-5710 Town Meetings/Events	268.21	2,230.89	3,000.00	769.11	25.64%	967.36	940.67
10-5717 Travel & Training	135.00	345.00	8,000.00	7,655.00	95.69%	3,832.32	5,207.10
10-5730 Waste Water	0.00	0.00	36,300.00	36,300.00	100.00%	7,885.04	7,885.04
Total Other	<u>4,965.55</u>	<u>41,006.58</u>	<u>112,800.00</u>	<u>71,793.42</u>	<u>63.65%</u>	<u>95,457.98</u>	<u>118,134.82</u>
<u>Contracted Service</u>							
10-5063 Animal Control	1,082.98	10,093.37	13,860.00	3,766.63	27.18%	10,760.41	14,967.38
10-5080 Appraisal District	1,803.92	5,411.81	6,000.00	588.19	9.80%	6,141.59	7,588.45
10-5082 Audit & Accounting Expense	0.00	12,670.36	22,500.00	9,829.64	43.69%	13,593.75	19,156.25
10-5113 Building Inspections/Code Enforcement	4,725.00	50,380.00	50,000.00	(380.00)	(0.76%)	37,625.00	53,215.00
10-5142 Codification	0.00	0.00	2,700.00	2,700.00	100.00%	784.96	784.96
10-5154 Contract Labor	0.00	0.00	17,300.00	17,300.00	100.00%	7,088.33	8,870.03
10-5162 County Tax Collection	0.00	0.00	3,000.00	3,000.00	100.00%	0.00	0.00
10-5230 Engineering/Surveying Services	0.00	16,245.90	90,000.00	73,754.10	81.95%	110,448.25	130,089.92
10-5275 Gas Well Inspections	4,632.45	13,886.83	24,750.00	10,863.17	43.89%	18,170.56	22,799.49
10-5381 Legal	3,643.94	78,364.03	75,000.00	(3,364.03)	(4.49%)	57,587.29	91,283.11
10-5406 Public Transportation	0.00	65.00	1,180.00	1,115.00	94.49%	200.00	200.00
10-5513 Planning Services	2,482.05	27,089.61	42,000.00	14,910.39	35.50%	35,862.95	44,031.37
10-5530 Professional Services	0.00	12,500.00	0.00	(12,500.00)	0.00%	0.00	0.00
10-5601 Records Management	0.00	5,485.00	6,000.00	515.00	8.58%	4,345.00	4,800.00
10-5630 Sanitarian & Health Inspections	3,700.00	11,100.00	14,000.00	2,900.00	20.71%	10,350.00	17,050.00

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Total Contracted Service	22,070.34	243,291.91	368,290.00	124,998.09	33.94%	312,958.09	414,835.96
<u>Fees &amp; Service Charges</u>							
10-5102 Bank Service Charges	22.50	187.50	300.00	112.50	37.50%	210.00	398.92
10-5161 County Filing Fees	0.00	260.75	670.00	409.25	61.08%	394.50	501.50
10-5703 TCEQ Fees	0.00	150.00	200.00	50.00	25.00%	190.00	280.00
Total Fees & Service Charges	22.50	598.25	1,170.00	571.75	48.87%	794.50	1,180.42
<u>Supplies</u>							
10-5147 Computer Software & Maintenance	4,617.11	30,813.03	46,430.00	15,616.97	33.64%	24,615.24	27,135.24
10-5157 Copier Lease/Supplies/Maint	331.69	2,147.09	7,500.00	5,352.91	71.37%	1,859.78	2,707.50
10-5158 Copier/Printing Expense and Supplies	0.00	171.00	2,500.00	2,329.00	93.16%	941.58	941.58
10-5405 Tree Trimming	0.00	495.00	15,000.00	14,505.00	96.70%	14,971.05	16,411.05
10-5477 Office Supplies/Sm Ofc Equip	377.46	3,642.49	4,000.00	357.51	8.94%	262.64	760.76
Total Supplies	5,326.26	37,268.61	75,430.00	38,161.39	50.59%	42,650.29	47,956.13
<u>Maintenance</u>							
10-5403 Inclement Weather Maintenance	0.00	6,789.89	0.00	(6,789.89)	0.00%	0.00	0.00
10-5404 Maintenance/Repair/Cleaning	923.92	9,577.23	41,000.00	31,422.77	76.64%	21,138.90	26,885.69
10-5727 Utilities	895.76	10,166.31	17,500.00	7,333.69	41.91%	10,056.02	14,896.95
Total Maintenance	1,819.68	26,533.43	58,500.00	31,966.57	54.64%	31,194.92	41,782.64
<u>Transfer</u>							
10-5713 Transfer to Street Fund (Not Restricted)	0.00	1,000,000.00	0.00	(1,000,000.00)	0.00%	0.00	0.00
Total Transfer	0.00	1,000,000.00	0.00	(1,000,000.00)	0.00%	0.00	0.00

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<b>Capital</b>							
10-6100 Capital Improvements	0.00	0.00	50,000.00	50,000.00	100.00%	37,690.60	150,040.60
Total Capital	0.00	0.00	50,000.00	50,000.00	100.00%	37,690.60	150,040.60
Total Administration	63,654.19	1,717,426.69	1,183,858.77	(533,567.92)	(45.07%)	844,407.28	1,211,383.16
<b>20-Police</b>							
<b>Salary &amp; Benefits</b>							
20-5001 Salaries	39,995.12	331,507.02	508,100.00	176,592.98	34.76%	303,368.49	440,399.93
20-5002 Certification Wages	438.50	3,334.98	10,800.00	7,465.02	69.12%	3,727.21	5,308.09
20-5007 Overtime Wages	5,689.96	62,228.39	52,945.00	(9,283.39)	(17.53%)	19,791.18	28,505.60
20-5008 Vacation Buy Back	0.00	0.00	1,800.00	1,800.00	100.00%	1,730.80	1,730.80
20-5018 Longevity Pay	0.00	552.00	1,320.00	768.00	58.18%	888.00	1,638.00
20-5020 Retirement - TMRS	6,406.55	57,730.94	71,142.76	13,411.82	18.85%	51,638.45	75,360.36
20-5023 Payroll Taxes	648.84	5,612.65	7,152.51	1,539.86	21.53%	4,636.49	6,737.49
20-5025 Health and Dental	7,518.43	66,030.90	102,415.00	36,384.10	35.53%	56,252.52	74,982.08
20-5029 Workers Compensation	0.00	16,094.30	24,266.82	8,172.52	33.68%	8,645.40	11,527.20
20-5030 Unemployment Benefits	0.00	702.00	0.00	(702.00)	0.00%	0.00	0.00
20-5128 Cell Phone Charges	475.20	4,652.92	7,000.00	2,347.08	33.53%	3,435.58	4,842.64
20-5334 Insurance - Auto	0.00	3,885.75	12,500.00	8,614.25	68.91%	1,503.00	2,004.00
20-5336 Insurance - Police Liability	0.00	6,270.08	12,500.00	6,229.92	49.84%	4,503.29	5,732.10
20-5337 Insurance - Property & Liability	0.00	634.55	7,917.00	7,282.45	91.98%	1,303.89	1,738.52
Total Salary & Benefits	61,172.60	559,236.48	819,859.09	260,622.61	31.79%	461,424.30	660,506.81
<b>Maintenance</b>							
20-5084 Vehicle Maintenance	1,019.85	10,752.07	12,000.00	1,247.93	10.40%	7,347.49	11,521.97

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20-5145 Computer Software & Maintenance	1,426.32	14,309.53	14,131.00	(178.53)	(1.26%)	18,577.11	23,725.71
Total Maintenance	2,446.17	25,061.60	26,131.00	1,069.40	4.09%	25,924.60	35,247.68
<u>Contracted Service</u>							
20-5172 Criminal Invest & Background	0.00	1,776.50	2,000.00	223.50	11.18%	0.00	0.00
20-5204 Contracts	0.00	0.00	8,000.00	8,000.00	100.00%	6,722.00	6,722.00
Total Contracted Service	0.00	1,776.50	10,000.00	8,223.50	82.24%	6,722.00	6,722.00
<u>Other</u>							
20-5208 Dues & Memberships	0.00	120.00	1,000.00	880.00	88.00%	395.00	395.00
20-5717 Travel & Training	37.00	4,303.81	3,500.00	(803.81)	(22.97%)	1,595.63	2,139.93
Total Other	37.00	4,423.81	4,500.00	76.19	1.69%	1,990.63	2,534.93
<u>Supplies</u>							
20-5264 Fuel & Lubricants	1,784.53	11,908.53	22,000.00	10,091.47	45.87%	10,367.43	16,149.83
20-5479 Operations and Supplies	284.97	2,484.48	20,000.00	17,515.52	87.58%	2,477.27	4,252.04
20-5647 Small Equipment Purchase/Repair	221.90	5,453.08	6,500.00	1,046.92	16.11%	1,067.15	1,296.94
20-5726 Uniforms	0.00	1,128.66	4,000.00	2,871.34	71.78%	1,192.50	1,897.67
Total Supplies	2,291.40	20,974.75	52,500.00	31,525.25	60.05%	15,104.35	23,596.48
Total Police	65,947.17	611,473.14	912,990.09	301,516.95	33.03%	511,165.88	728,607.90
<b><u>30-Municipal Court</u></b>							
<u>Contracted Service</u>							
30-5421 Municipal Court Expenses	1,800.00	8,200.00	6,600.00	(1,600.00)	(24.24%)	3,800.00	4,700.00
Total Contracted Service	1,800.00	8,200.00	6,600.00	(1,600.00)	(24.24%)	3,800.00	4,700.00
Total Municipal Court	1,800.00	8,200.00	6,600.00	(1,600.00)	(24.24%)	3,800.00	4,700.00

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<b>100 - General Fund Department Expense</b>	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
<b>90-Transfers</b>							
<u>Transfer</u>							
90-5715 Transfer to Capital Imp Fund	0.00	0.00	10,000.00	10,000.00	100.00%	10,000.00	10,000.00
90-5721 Transfer to Vehicle/Equip Replacement Fund	0.00	0.00	94,000.00	94,000.00	100.00%	21,600.00	21,600.00
Total Transfer	<u>0.00</u>	<u>0.00</u>	<u>104,000.00</u>	<u>104,000.00</u>	<u>100.00%</u>	<u>31,600.00</u>	<u>31,600.00</u>
<u>Lantana Town Center Grant</u>							
90-5720 Transfer to Economic Development Grants (Lantana Town Center)	6,809.64	170,543.77	210,000.00	39,456.23	18.79%	218,429.85	271,694.84
Total Lantana Town Center Grant	<u>6,809.64</u>	<u>170,543.77</u>	<u>210,000.00</u>	<u>39,456.23</u>	<u>18.79%</u>	<u>218,429.85</u>	<u>271,694.84</u>
Total Transfers	<u>6,809.64</u>	<u>170,543.77</u>	<u>314,000.00</u>	<u>143,456.23</u>	<u>45.69%</u>	<u>250,029.85</u>	<u>303,294.84</u>
Total Expense	<u>138,211.00</u>	<u>2,507,643.60</u>	<u>2,417,448.86</u>	<u>(90,194.74)</u>	<u>(3.73%)</u>	<u>1,609,403.01</u>	<u>2,247,985.90</u>





TOWN OF BARTONVILLE, TEXAS  
 CURRENT INVESTMENT PORTFOLIO AS OF  
 June 30, 2024

ALL FUND TYPES (EXCPET BCDC & CCPD) AS DEFINED IN TOWN'S INVESTMENT POLICY

CUSIP	Type of Security	PAR	Current Rate	Purchase Settlement Date	Maturity Date	Term	Days Held 06/30/2024	Days to Maturity 06/30/2024	% TOTAL	Weighted Average Maturity
<u>Cash Positions: Bank Cash Investments</u>										
Independent Bank (Consolidated Cash)	DDA	\$ 4,136,988	5.63%	6/30/2024	7/1/2024	1	0	1	92.15%	1
Independent Bank (Reserve Fund)	DDA	\$ 352,511	5.63%	6/30/2024	7/1/2024	1	0	1	7.85%	1
Subtotal Cash Positions		<b>\$ 4,489,499</b>								
<u>Cash Positions: Pooled Investments</u>										
LOGIC	Pool	\$ 131	5.41%	6/30/2024	7/1/2024	1	0	1	0.00%	46
<b>Grand Total</b>		<b>\$ 4,489,630</b>							<b>100.00%</b>	

TOWN OF BARTONVILLE, TEXAS  
 CURRENT INVESTMENT PORTFOLIO AS OF  
 June 30, 2024

ALL FUND TYPES (EXCPET BCDC & CCPD) AS DEFINED IN TOWN'S INVESTMENT POLICY

CUSIP	Type of Security	PAR	Current Rate	Purchase Settlement Date	Maturity Date	Book Value			Market Value		
						Beginning 04/01/2024	Ending 06/30/2024	Change	Beginning 04/01/2024	Ending 06/30/2024	Change
<u>Cash Positions: Bank Cash Investments</u>											
Independent Bank (Consolidated Cash)	DDA	\$ 4,136,988	5.63%	6/30/2024	7/1/2024	\$ 4,371,900	\$ 4,136,988	\$ (234,912)	\$ 4,371,900	\$ 4,136,988	\$ (234,912)
Independent Bank (Reserve Fund)	DDA	\$ 352,511	5.63%	6/30/2024	7/1/2024	\$ 347,734	\$ 352,511	\$ 4,777	\$ 347,734	\$ 352,511	\$ 4,777
<b>Subtotal Cash Positions</b>		<b>\$ 4,489,499</b>				<b>\$ 4,719,634</b>	<b>\$ 4,489,499</b>	<b>\$ (230,135)</b>	<b>\$ 4,719,634</b>	<b>\$ 4,489,499</b>	<b>\$ (230,135)</b>
<u>Cash Positions: Pooled Investments</u>											
LOGIC	Pool	\$ 131	5.41%	6/30/2024	7/1/2024	\$ 130	\$ 131	\$ 2	\$ 130	\$ 131	\$ 2
<b>Grand Total</b>		<b>\$ 4,489,630</b>				<b>\$ 4,719,763</b>	<b>\$ 4,489,630</b>	<b>\$ (230,133)</b>	<b>\$ 4,719,763</b>	<b>\$ 4,489,630</b>	<b>\$ (230,133)</b>

INTEREST EARNED FOR QUARTER

Month	Type of Security	Average Balance	Average Rate	Interest Earned	Average Collected GF	Average Collected RESERVE	Interest Earned GF	Interest Earned RESERVE
<u>Cash Positions: Bank Cash Investments</u>								
Apr-24	DDA	\$ 4,502,083		\$ 20,296	\$ 4,154,349	\$ 347,734	\$ 18,729	\$ 1,568
May-24	DDA	\$ 4,529,491		\$ 22,468	\$ 4,180,189	\$ 349,301	\$ 20,735	\$ 1,733
Jun-24	DDA	\$ 4,486,487		\$ 18,878	\$ 4,135,558	\$ 350,929	\$ 17,401	\$ 1,477
	Subtotal			<b>\$ 61,642</b>				
<u>Cash Positions: Pooled Investments</u>								
Apr-24	Pool	\$ 130		\$ 1				
May-24	Pool	\$ 130		\$ 1				
Jun-24	Pool	\$ 131		\$ 1				
	Subtotal			<b>\$ 2</b>				
TOTAL INTEREST EARNED FOR THIS QUARTER				\$ 61,644				

**Call Type Summary:**

Dead Animal (1)  
 Loose Dog (3)  
 Wildlife (1)

**Call**

Address	Notes	Service / Type
6/10/2024 1024 Hat Creek	SKUNK IN THE CULVERT AT THIS ADDRESS. UPON ARRIVAL THE SKUNK WAS GONE.	Animal Control Wildlife
6/21/2024 Stonewood Blvd	CALL REGARDING A LOOSE DOG RUNNING AROUND IN THIS AREA.  DROVE THE AREA AND DID NOT SEE ANY ANIMALS RUNNING AT LARGE.	Animal Control Loose Dog
6/25/2024 Gibbons Rd/ Seals Rd	CALL REGARDING TWO LOOSE DOGS RUNNING IN THIS AREA. A BLACK LAB AND GOLDEN RETRIEVER.  DROVE THE AREA AND DID NOT SEE THE ANY DOGS RUNNING AT LARGE.	Animal Control Loose Dog
6/5/2024 Jeter Rd/country Ct	CALLER INFORMED US THERE WAS A DECEASED SKUNK IN THE SIDE OF THE ROAD AROUND THE AREA. THE SUNK WAS REMOVED.	Animal Control Dead Animal

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6/14/2024  
Dove Creek Rd

CALL REGARDING A BOXER RUNNING LOOSE ON THIS STREET.  
DROVE THE AREA AND DID NOT FINE THE DOG.

Animal Control  
Loose Dog

---

**Call Type Summary:**

Patrol (5)

**Patrol**

Address	Notes	Time In/Out	Service / Type
6/25/2024	Code Patrol	12:45 pm - 3:45 pm Duration: 3 hours	Patrol Patrol
6/3/2024	PATROLLED THE CITY FOR LOOSE, STRAY, AND DECEASED ANIMALS.  PICKED UP A DECEASED BIRD ON PECAN DR.	-	Patrol Patrol
6/10/2024	PATROLLED THE CITY FOR LOOSE, STRAY, AND DECEASED ANIMALS.	-	Patrol Patrol
6/17/2024	PATROLLED THE CITY FOR LOOSE, STRAY, AND DECEASED ANIMALS.  PICKED UP A DECEASED SQUIRREL ON LANDFALL CIR AND MCMAKIN RD	-	Patrol Patrol

All American Dogs, Inc.

City of Bartonville Report

Item G4.

6/1/2024 - 6/30/2024

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6/28/2024

PATROLLED THE CITY FOR  
LOOSE, STRAY, AND  
DECEASED ANIMALS.

-

Patrol  
Patrol

---

**Call Type Summary:**

Health and Safety (1)  
Tall Grass and Weeds (2)

**Call**

Address	Notes	Service / Type
6/19/2024 850 Frenchtown Rd	The property is being developed. A rancher has bailed the property but did not mow the bar ditch areas. I spoke with the construction company they apologized and assigned a crew to finish the mowing and weed whacking.	Code Enforcement Tall Grass and Weeds
6/25/2024 1270 Saddlebrook Way	I spoke with Rolando the stable manager. They will be getting the small rocks off the street first thing in the morning. They will also try to shave down the dirt/grass that has built up so the issue gets better.	Code Enforcement Health and Safety
6/25/2024 1690 Broome Rd	The lot has been cleaned up and the new owners have applied for a permit to remodel the home.	Code Enforcement Tall Grass and Weeds



## Town of Bartonville Status Report

**Date: July 10, 2024**

### **Plat Review**

- Plat – Hines/Furst Ranch

### **ROW Permits**

- Frontier – Andy’s Custard (Jeter/FM 407)

### **Subdivision Construction**

- Knights Crest – Construction Beginning Soon
- Knights Landing – Preconstruction Meeting TBD

### **Street Fund**

- Work Order 6 Completed

### **General Consultation**

- Inspection of Work Order 6

### **Grading Plans Reviewed**

- 1408 Brian Street
- 861 Ginger’s Way
- 1491 Land Fall Circle
- 1265 Kentucky Derby
- 2021 High Meadow
- 812 & 824 Ginger’s Way

### **Drainage Issues**

- Drainage Issues – Hudson Hills/Brian Street



Town of Bartonville  
Municipal Court Council Report  
From 6/1/2024 to 6/30/2024

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
134	0	0	1	0	135

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$7,221.47	\$2,365.19	\$11,871.70	\$327.70	\$401.44	\$22,187.50

**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	25	19	21	104

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	0	0

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
40	0	40	80

PermitReport

7/1/2024 12:2

Item G4.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
23-00343-01	Element Systems	849 Hat Creek Road	OSSF Permit - Residential	6/6/2024			\$410.00
24-00170-23	Royally Baked by Sam	96 McMakin Rd	Temporary Food Permit	6/20/2024			\$35.00
24-00170-24	Tradewin Lane Events	96 McMakin Rd	Temporary Food Permit	6/24/2024			\$35.00
24-00170-25	ButterHugs Cookie Co.	96 McMakin Rd	Temporary Food Permit	6/24/2024			\$35.00
24-00221-01	PGP Construction	1001 IT Neely	Grading and Drainage Permit	6/5/2024			\$275.00
24-00246-01	Lingenfelter Luxury Homes	1118 Vera Court	New Residence Permit	6/25/2024	\$2,000,000.00	6977	\$4,535.05
24-00246-02	Lingenfelter Luxury Homes	1118 Vera Court	New Residence (Non AC)	6/25/2024		3433	\$1,549.35
24-00246-04	Lingenfelter Luxury Homes	1118 Vera Court	Grading and Drainage Permit	6/25/2024			\$275.00
24-00246-05	Lingenfelter Luxury Homes	1118 Vera Court	Culvert/Driveway	6/25/2024			\$120.00
24-00269-01	Legacy Plumbing	1040 Timberidge Ln	Plumbing Permit	6/3/2024	\$4,427.10		\$130.00
24-00270-01	Metroplex pool		Contractor Registration - General	6/3/2024			\$125.00
24-00271-01	Aztec Plumbing		Contractor Registration - Plumbing	6/3/2024			\$0.00
24-00272-01	Bud Bartley Builder Group, LLC		Contractor Registration - General	6/5/2024			\$125.00
24-00273-01	Byrd Electric		Contractor Registration - Electrical	6/4/2024			\$0.00
24-00274-01	Byrd Electric	205 Coyote Ct	Electrical Permit	6/14/2024	\$4,500.00	500	\$130.00
24-00275-01	Rockwall Electric Heating & Air		Contractor Registration - Electrical	6/4/2024			\$0.00
24-00276-01	Advent Air Conditioning	1453 W Jeter Rd	Mechanical Permit	6/6/2024	\$11,365.00		\$130.00
24-00277-01	T&L Septic Service	140 Stonewood Blvd	OSSF Permit - Residential	6/10/2024			\$410.00
24-00278-01	A&E Electric		Contractor Registration - Electrical	6/6/2024			\$0.00
24-00279-01	Sosa Concrete LLC		Contractor Registration - General	6/7/2024			\$125.00
24-00280-01	AquaFox Pools	531 W Jeter Rd	Pool/Spa (inground)	6/7/2024	\$100,000.00	708	\$725.00
24-00281-01	Bunger Electric Inc.		Contractor Registration - Electrical	6/10/2024			\$0.00
24-00282-01	Jorge Guerrero	1206 Redbud Dr	Accessory Bldg (201 - 1000 sq ft)	6/11/2024			\$220.00
24-00284-01	CWE Group Inc dba CW Service Pros	1023 Gene Perry Ct	Hot Water Heater	6/10/2024			\$150.00
24-00285-01	On the Hook Fish & Chips	2201 FM 407	Temporary Food Permit	6/13/2024			\$35.00
24-00286-01	Illuminate Solutions LLC		Contractor Registration - Electrical	6/14/2024			\$0.00
24-00287-01	Illuminate Solutions LLC	1483 Landfall Cir	Electrical Permit	6/14/2024	\$4,500.00	2095	\$130.00
24-00288-01	Omnilicious LLC dba FastnFix		Contractor Registration - General	6/27/2024			\$125.00
24-00289-01	J. Caldwell Custom Pools	1117 Pitner Court	Pool/Spa (inground)	6/18/2024	\$86,240.82	479	\$725.00
24-00290-01	Calais Custom Homes	1265 Kentucky Derby Drive	New Residence Permit	6/18/2024	\$3,400,000.00	8386	\$5,450.90
24-00290-02	Calais Custom Homes	1265 Kentucky Derby Drive	New Residence (Non AC)	6/18/2024		3500	\$1,676.25
24-00290-04	Calais Custom Homes	1265 Kentucky Derby Drive	Grading and Drainage Permit	6/18/2024			\$275.00
24-00290-05	Calais Custom Homes	1265 Kentucky Derby Drive	Culvert/Driveway	6/18/2024			\$120.00
24-00290-06	Badger Septic Systems	1265 Kentucky Derby Drive	OSSF Permit - Residential	6/21/2024			\$410.00
24-00290-07	Calais Custom Homes	1265 Kentucky Derby Drive	Accessory Bldg (201 - 1000 sq ft)	6/18/2024		368	\$555.00
24-00291-01	Sigma Signs Company	2652 FM 407 240	Sign Permit-Smiles of Texas	6/24/2024	\$1,200.00	31.25	\$75.00
24-00292-01	BillyGO DFW, LLC		Contractor Registration - Plumbing	6/19/2024			\$0.00
24-00293-01	Bunger Electric Inc.	1120 Frenchtown	Electrical Permit	6/19/2024	\$5,000.00		\$130.00
24-00294-01	Edgar Torres		Truck Permit	6/19/2024			\$25.00
24-00295-01	BillyGO DFW, LLC	1718 E Jeter Rd	Plumbing Permit	6/20/2024	\$20,688.00		\$130.00
24-00296-01	Keith Crandall	201 Hunter Ct	Tree Removal Permit	6/20/2024			\$0.00
24-00297-01	A D Sand Gravel		Truck Permit	6/21/2024			\$25.00
24-00298-01	Edgar Torres		Truck Permit	6/21/2024			\$25.00
24-00299-01	VMO Trucking		Truck Permit	6/21/2024			\$25.00
24-00300-01	ERG Electric LLC	600 W Jeter Rd	Electrical Permit	6/21/2024	\$2,000.00		\$130.00
24-00301-01	Claffey Pools	2021 High Meadow Ct	Accessory Bldg (201 - 1000 sq ft)	6/21/2024	\$50,000.00	477	\$555.00
24-00302-01	Claffey Pools	2021 High Meadow Ct	Pool/Spa (inground)	6/21/2024	\$100,000.00	1010	\$725.00
24-00304-01	LJ Landscape		Contractor Registration - General	6/26/2024			\$125.00
24-00305-01	Black Door Renovation		Contractor Registration - General	6/26/2024			\$125.00

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
24-00306-01	J-CM Services, Inc./Faraway Farm & Ranch Construction		Contractor Registration - General	6/27/2024			\$125.00
24-00308-01	LJ Landscape	1189 W Jeter Rd	Tree Removal Permit	6/27/2024			\$125.00
24-00309-01	Work Environmental Systems	577 Wolf Run Rd	Mechanical Permit	6/27/2024	\$10,573.22		\$130.00
24-00310-01	Work Environmental Systems	577 Wolf Run Rd	Mechanical Permit	6/27/2024	\$7,701.22		\$130.00
24-00311-01	Texas Built Plumbing		Contractor Registration - Plumbing	6/27/2024			\$0.00
24-00313-01	CR Plumbing	916 Hat Creek Court	Plumbing Permit	6/28/2024	\$6,925.91		\$130.00

## FY2024 Boards and Commission Attendance Report

Item G4.

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

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

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

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

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

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

## FY2024 Boards and Commission Attendance Report

Item G4.

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

<b>Bartonville Community Development Corporation (BCDC)</b>															
Position	Term	Current Member	Oct 23	Nov 23	Dec 23	Jan 24*	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	
Director	2022-2024	Scott Daum (2024)					NO MEETING	NO MEETING							
Vice Chair	2022-2024	Terry Rock (2014)	P	P	P	P			P	P	P				
Director	2022-2024	Brenda Latham (2021)	P	P	P	P			P	E	P				
Director	2022-2024	Lacy Burrhus (2023)				P				P	P				
Director	2023-2025	Jim Langford (2015)	P	P	P	P				P	P	A			
Chair	2023-2025	Randy Van Alstine (2014)	P	P	P	P				P	P	P			
Director	2023-2025	Jennifer Buck(2023)				P				P	P	A			

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

\* January Meeting was moved to 1/17 - Special Meeting

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

<b>Crime Control and Prevention District (CCPD)</b>														
Position	Term	Current Member	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24
Director	2022-2024	Lori Van Alstine (2014)	NO MEETING	NO MEETING	NO MEETING	NO MEETING	P	NO MEETING	P	NO MEETING	P			
Director	2022-2024	Steve Weiss (2023)					P		P					
Director	2022-2024	Johnny Jones (2012)					P		P					
Director	2022-2024	Kevin Oldham (2018)					E		P					
Director	2023-2025	Chris Colbert (2011)					A		P					
Director	2023-2025	Jarod Root (2024)							P		E			
Chair	2023-2025	Jeff Grubb (2011)					P		P		P			

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified



# TOWN COUNCIL COMMUNICATION

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**DATE:** July 16, 2024

**FROM:** Shannon Montgomery, Town Secretary

**AGENDA ITEM:** Consider approval of the June 18, 2024, Budget Workshop and Regular Meeting Minutes.

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**SUMMARY:**

The Town Council held a Budget Workshop and Regular Meeting on June 18, 2024.

**RECOMMENDED MOTION OR ACTION:**

Approve the June 18, 2024, Budget Workshop and Regular Meeting Minutes as presented.

**ATTACHMENT:**

- June 18, 2024, Budget Workshop and Regular Meeting Minutes

**THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE MET IN REGULAR SESSION ON THE 18TH DAY OF JUNE 2024 AT THE TOWN OF BARTONVILLE TOWN HALL, LOCATED AT 1941 E JETER ROAD, BARTONVILLE, TEXAS WITH THE FOLLOWING COUNCIL MEMBERS PRESENT, CONSTITUTING A QUORUM:**

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

*Town Staff Present:*

Thad Chambers, Town Administrator  
 Shannon Montgomery, Town Secretary  
 Ed Voss, Town Attorney  
 Kirk Riggs, Chief of Police  
 Colby Scudder, Police Lieutenant

**A. CALL BUDGET WORKSHOP TO ORDER - 6:00 PM**

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

**B. BUDGET WORKSHOP SESSION**

**1. Discuss and provide direction on Town Council priorities related to the FY2024-2025 Budget.**

Consensus of the Town Council was to continue focusing on safety through police compliance, visibility, streets, and employee retention.

**2. Discuss and provide direction on the Proposed Tax Rate related to FY2024-2025 Budget.**

Consensus of the Town Council was to keep the current tax rate of \$0.173646/\$100.

**C. ADJOURN BUDGET WORKSHOP**

Mayor Carrington declared the Budget Workshop adjourned at 6:31 pm.

**D. CALL REGULAR SESSION TO ORDER - 6:30 PM**

Mayor Carrington called the Regular Session to order at 6:31 pm.

**E. PLEDGE OF ALLEGIANCE**

Mayor Carrington led the Pledge of Allegiance.

## F. PUBLIC PARTICIPATION

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

There were no Public Presentations made.

## G. PRESENTATIONS

### 1. Issue Certificates of Election, Statement of Elected Official, and provide the Oath of Office to newly elected Officials.

Mayor Carrington presented Council Member Chapman with his Certificate of Election and administered his Statement of Elected Official and Oath of Office.

### 2. Recognition of Bartonville Police Department Lieutenant Promotion and Badge Pinning.

Chief Riggs provided comments and congratulated Lieutenant Scudder on his promotion.

## H. APPOINTED REPRESENTATIVE/LIAISON REPORTS

### 1. Upper Trinity Regional Water District Report.

The Town Council watched a video regarding the Lake Ralph Hall Construction Project provided by Upper Trinity Regional Water District.

### 2. Denton County Emergency Services District #1.

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

### 3. Police Department – May 2024 Statistics/Activities.

Chief Riggs reviewed the monthly statistics and addressed questions from Council.

### 4. Town Administrator – May 2024 Reports: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits, and Board Member Attendance.

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



## I. 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 May 21, 2024, Regular Meeting Minutes.

Motion made by Council Member Arens, seconded by Council Member Crandall, to APPROVE the May 21, 2024, Regular Meeting Minutes as presented.

#### VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

## J. PUBLIC HEARINGS AND REGULAR ITEMS

1. **Conduct a Public Hearing, discuss and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit “A,” Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to change the zoning designation from Agriculture (A) to Residential Estates 2 (RE-2) on a 12-acre tract or parcel of land identified as Lot 1R & Lot 2R, Block A, J. Burke Survey, Abstract No. 42, in the Town of Bartonville, Denton County, Texas. The subject property is located on the southeast corner of Broome Road and Porter Road in Bartonville, Texas. The applicant is McAdams, representing property owners Rusty and Martha Rice. [Town of Bartonville ZC-2024-001.] *(The Planning & Zoning Commission recommended approval by a vote of 5-0 at its June 5, 2024, meeting.)***

Town Administrator Chambers stated the application met the Town’s requirements, follows the Future Land Use Plan, Staff recommends approval and addressed questions from Council.

Applicant, Marisa Brewer, McAdams, 4400 State Highway 121, Suite 800, Lewisville, Texas made a short presentation and addressed questions from Council.

Mayor Carrington opened the Public Hearing at 7:11 pm.

Town Secretary Montgomery stated the Town received letters in support of the rezoning request from the following:

- Ron and Danelle Scotka, 1010 Gene Perry Court, Bartonville, Texas
- Siobhan O’Brien, 875 Porter Road, Bartonville, Texas
- Brent Svor, 1018 Gene Perry Court, Bartonville, Texas
- David and Jennifer Stocker, 1023 Gene Perry Court, Bartonville, Texas
- James Reid, 1016 James Price Court, Bartonville, Texas

Town Secretary Montgomery also shared the following resident wanted his opposition stated into the minutes:

- Justin Buck, 175 Porter Road, Bartonville, Texas

Mayor Carrington closed the Public Hearing at 7:12 pm.

Motion made by Council Member Crandall, seconded by Council Member Roberts, to **APPROVE** an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit “A,” Article 14.02, Ordinance 361-05, Zoning Regulations for the Town of Bartonville, to change the zoning designation from Agriculture (A) to Residential Estates 2 (RE-2) on a 12-acre tract or parcel of land identified as Lot 1R & Lot 2R, Block A, J. Burke Survey, Abstract No. 42, in the Town of Bartonville, Denton County, Texas.

### **VOTE ON THE MOTION**

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

NAYS: None

VOTE: 5-0

The ordinance caption reads as follows:

**TOWN OF BARTONVILLE  
ORDINANCE NO. 768-24**

**AN ORDINANCE AMENDING ORDINANCE NO. 361-05, THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF BARTONVILLE, AS AMENDED, BY CHANGING THE ZONING DESIGNATION OF A TRACT OF LAND, TOTALING TWELVE (12) ACRES, LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BROOME ROAD AND PORTER ROAD, IN THE TOWN, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO, FROM A ZONING DESIGNATION OF AGRICULTURAL (AG) TO A ZONING DESIGNATION OF RESIDENTIAL ESTATES 2 (RE-2), AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

- 2. Conduct a Public Hearing, discuss and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit “A,” Exhibit C and Chapter 19 (Accessory Building and Use Regulations), to permit the installation and operation of Recycling Collection Bins in the Town of Bartonville. The applicant is Filip Filipov, representing Texas Green Team. [Town of Bartonville ZC-2024-002.] *(The Planning & Zoning Commission recommended denial by a vote of 5-0 at its June 5, 2024, meeting.)***

Town Administrator Chambers stated Staff is recommending denial of this request as donation bins are not permitted within the Town and addressed questions from Council.

Mayor Carrington opened the Public Hearing at 7:15 pm.

Town Secretary Montgomery stated the Town received the following statements in opposition of the ordinance text amendment from the following:

- Donna Baumgarner, 890 E Jeter Road, Bartonville, Texas:

*I wish to voice my opinion against the recycle & clothing bins request. These bins turn into an eye sore. The area has multiple charities that appreciate donations. Please notify the P & Z committee that I do not approve of these bins.*

- Diane Gulden, 1261 E Jeter Road, Bartonville, Texas

*I strongly oppose this for various reasons and would appreciate you conveying that to P&Z.*

1. *There are multiple drop off sites near us already.*
2. *There are charities that collect on a regular basis.*
3. *Non profits already exist to manage sites, pick up, and or have stores devoted to such activity.*
4. *A donation bin needs constant monitoring.*
5. *A donation site can be overrun with trash and broken items*

*Bartonville should reject the proposal of a donation drop-off site.*

Mayor Carrington closed the Public Hearing at 7:15 pm.

Motion made by Council Member Roberts, seconded by Council Member Chapman, to **DENY** an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Exhibit C and Chapter 19 (Accessory Building and Use Regulations), to permit the installation and operation of Recycling Collection Bins in the Town of Bartonville.

#### **VOTE ON THE MOTION**

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

NAYS: None

VOTE: 5-0

3. **Discuss and consider a Resolution to approve a purchase agreement for two new police vehicles, with the purchase agreement to begin Fiscal Year 2024-2025 and end Fiscal Year 2026-2027; not to exceed \$58,314 annually.**

Motion made by Council Member Chapman, seconded by Council Member Arens, to **APPROVE** a Resolution to approve a purchase agreement for two new police vehicles, with the purchase agreement to begin Fiscal Year 2024-2025 and end Fiscal Year 2026-2027; not to exceed \$58,314 annually.

#### **VOTE ON THE MOTION**

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

NAYS: None

VOTE: 5-0

4. **Discuss and consider a Resolution appointing new member(s) to the Bartonville Community Development Corporation.**

Motion made by Council Member Sams, seconded by Council Member Crandall, to **APPROVE** a Resolution appointing Scott Daum to the Bartonville Community Development Corporation vacant term ending September 2024.

#### **VOTE ON THE MOTION**

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

NAYS: None

VOTE: 5-0

**5. Discuss and consider a Resolution voting for Jim Carter to the Denco Area 9-1-1 District Board of Managers.**

Motion made by Council Member Arens, seconded by Council Member Chapman, to **APPROVE** a Resolution voting for Jim Carter to the Denco Area 9-1-1 District Board of Managers.

**VOTE ON THE MOTION**

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

NAYS: None

VOTE: 5-0

**6. Discussion on renewing the solid waste franchise agreement with Waste Connections or directing staff to proceed with request for proposals.**

Town Council directed Staff to draft a Request for Proposals for a solid waste franchise agreement with focus on the following items:

- Bulk brush option
- Type of fuel used, if options, quote all options
- Tires and metal wheel disposal option

**7. Receive an update on bar ditches/drainage.**

Town Administrator Chambers provided an update on bar ditches and drainage issues and addressed questions from Council.

**K./L. CONVENE INTO CLOSED SESSION and RECONVENE INTO OPEN SESSION**

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:45 pm and reconvened into open session at 8:17 pm in accordance with the Texas Government Code regarding:

*Council Member Crandall requested that Executive Session Item #2 be moved up and recused himself from the Executive Session for agenda item #2 and entered the executive session at 7:55 pm.*

**2. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding legal issues related to the Town's Extraterritorial Jurisdiction (ETJ), issues related to the Furst Ranch Development, and any and all legal issues related thereto.**

No action taken.

**1. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney concerning pending or contemplated litigation regarding the sanitary sewer nuisance at 1287 Gibbons Road, Town of Bartonville, Texas v. Paula Harvey, Cause No. 23-11429-467 pending in the 467th District Court of Denton County, Texas.**

No action taken.

**3. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding legal issues related to the regulation of Short Term Rentals and any and all legal issues related thereto.**

No action taken.

**4. Section 551.074 Personnel Matters to deliberate and consider the appointment and employment of a public officer or employee; to wit: Mayor Pro Tem.**

Motion made by Council Member Crandall, seconded by Council Member Roberts, to appoint Council Member Chapman as Mayor Pro Tem for a one-year term.

**VOTE ON THE MOTION**

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

NAYS: None

VOTE: 5-0

**M. FUTURE ITEMS**

Discussion only, no action taken.

**N. ADJOURNMENT**

Mayor Carrington declared the meeting adjourned at 8:21 pm.

**APPROVED this the 16th day of July 2024.**

**APPROVED:**

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

**ATTEST:**

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



# TOWN COUNCIL COMMUNICATION

**DATE:** July 16, 2024

**FROM:** Kirk Riggs, Chief of Police  
Jeff Grubb, Crime Control & Prevention District Chair

**AGENDA ITEM:** Conduct Public Hearing of the Bartonville Crime Control and Prevention District FY 2024-2025 proposed budget.

## **SUMMARY:**

The Bartonville Crime Control and Prevention District (CCPD) held a public hearing April 23, 2024, and adopted its FY 2024–2025 proposed budget.

The Budget includes a line item of \$30,000 to transfer to the Town in the event the Town Council approves an additional position in their FY 2024-2025 budget.

The Local Government Code requires: The governing body must publish notice of the hearing in a newspaper with general circulation in the district not later than the 10th day before the date of the hearing; any resident of the district is entitled to be present and to participate at the hearing; not later than the 30th day before the date the fiscal year begins, the governing body shall approve or reject the budget submitted by the board. The governing body may not amend the budget.

If the governing body rejects the budget submitted by the board, the governing body and the board shall meet and together amend and approve the budget before the beginning of the fiscal year.

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

## **RECOMMENDED MOTION OR ACTION:**

Conduct the public hearing to receive public input. Council will act on the proposed budget at the August 20, 2024 Town Council Meeting.

## **ATTACHMENT(S):**

- Proposed Budget
- Newspaper Publishing Affidavit

**PROPOSED 2024-2025 Bartonville Crime Control Prevention District Budget**  
**Approved by CCPD on April 23, 2024**

Item 11.

Account #	Account Description	2022-2023 Adopted	2023-2024 Adopted	2023-2024 Amended	2024-2025 Proposed
<b>Revenue</b>					
900-4025	Sales Tax Revenue	\$ 96,750.00	\$ 100,000.00	\$ 100,000.00	\$ 120,000.00
900-4250	Interest Earned	\$ 400.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
900-4400	Grants and Donations	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
<b>Total Revenue</b>		<b>\$ 98,650.00</b>	<b>\$ 108,500.00</b>	<b>\$ 108,500.00</b>	<b>\$ 128,500.00</b>

<b>Other</b>					
900-10-5082	Audit & Accounting Expense	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
900-10-5107	Bonds	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
<b>Total Other</b>		<b>\$ 450.00</b>	<b>\$ 450.00</b>	<b>\$ 450.00</b>	<b>\$ 450.00</b>

<b>Expenses</b>					
900-20-5105	Blue Santa	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
900-20-5147	Computer Software	\$ 12,000.00	\$ 13,200.00	\$ 13,200.00	\$ 13,200.00
900-20-5232	Equipment	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 71,250.00
900-20-5452	National Night Out	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
900-20-5627	Salary to Town*	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
900-20-5711	Training Expense	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00
900-20-5726	Uniform & Apparel Expense	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
900-20-5753	Vehicle Maintenance	\$ -	\$ -	\$ 16,000.00	\$ 15,000.00
900-20-6400	Squad Car Accessories	\$ 500.00	\$ 1,000.00	\$ 16,000.00	\$ 1,000.00
	Vehicle Replacement	\$ -	\$ -	\$ -	\$ 80,000.00
<b>Total Expenses</b>		<b>\$ 107,000.00</b>	<b>\$ 110,700.00</b>	<b>\$ 141,700.00</b>	<b>\$ 228,950.00</b>

\* Expenditure to transfer to Town in the event the Town Council approves an additional position in their FY 2024-2025 Budget.

**Denton Record-Chronicle**  
**2413 Fort Worth Dr**  
**(940) 387-7755**

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

**PUBLICATION DATES:**

Jun. 29, 2024

**Notice ID:** oDwTwPEJwQPvFS7jxJ8Z

**Notice Name:** 06.26 PH Notice - FY25 CCPD Budget 06.29 pub

**PUBLICATION FEE:** \$28.32

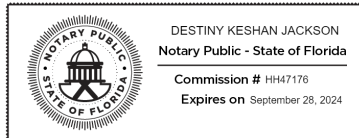
I declare under penalty of perjury that the foregoing is true and correct.

*Ayesha Carletta M Cochran-Worthen*

\_\_\_\_\_  
Agent

**VERIFICATION**

State of Florida  
County of Duval



Signed or attested before me on this: 07/02/2024

*Destiny K. Jackson*

\_\_\_\_\_  
Notary Public  
Notarized remotely online using communication technology via Proof.

**TOWN OF BARTONVILLE**  
**CRIME CONTROL &**  
**PREVENTION DISTRICT**  
**NOTICE OF PUBLIC HEARING**

The Town Council for the Town of Bartonville, Texas will conduct a Public Hearing beginning at 6:30 pm on July 16, 2024, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, to receive public comment on the proposed FY 2024-2025 budget for the Bartonville Crime Control & Prevention District. All interested parties are encouraged to attend.

drc 06/29/2024





# TOWN COUNCIL COMMUNICATION

---

**DATE:** July 16, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider an Ordinance amending Town of Bartonville Code of Ordinances Chapter 4, "Business Regulations", by adding Article 4.06, "Single-Family Dwelling Transient Rentals" to generally prohibit the short-term rental of single-family dwellings in the Town.

---

**SUMMARY:**

Staff was tasked with bringing forward an ordinance for Town Council consideration that would prohibit the short-term rental of single-family dwellings.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

**ATTACHMENTS:**

- Draft Ordinance

**TOWN OF BARTONVILLE  
ORDINANCE NO. XXX-24**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 4, "BUSINESS REGULATIONS," BY ADDING ARTICLE 4.06, "SINGLE-FAMILY DWELLING TRANSIENT RENTALS," TO GENERALLY PROHIBIT THE SHORT-TERM RENTAL OF SINGLE-FAMILY DWELLINGS IN THE TOWN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town of Bartonville, Texas, as a general law municipality ("Town"), 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 that is necessary to protect the health, life, and security of Town inhabitants; and

**WHEREAS**, the Town has adopted a comprehensive Zoning Ordinance to regulate the location and use of buildings and land in full accordance with Chapter 211 of the Texas Local Government Code, as amended; and

**WHEREAS**, the Town's Zoning Ordinance presently does not allow short-term rentals of property except for bed and breakfast uses which have been authorized by conditional use permit as set forth in the Town's Zoning Ordinance; and

**WHEREAS**, other than an approved bed and breakfast use, "accessory dwelling," "in-law quarters," and "servant quarters" uses, as defined in Town Zoning Ordinance, Chapter 14A, § 2.2 and as provided in Chapter 14A, § 19.3, may not be sublet in any manner; and

**WHEREAS**, single-family dwelling transient rentals are not currently listed as a permitted or specific use in any zoning district within the Town and, therefore, are prohibited pursuant to Town Zoning Ordinance, Chapter 14A, § 4.11.B; and

**WHEREAS**, throughout the Dallas-Fort Worth Metroplex, including within the Town, there has been a proliferation of single-family dwelling transient rentals within single-family residential areas; and

**WHEREAS**, single-family dwelling transient rentals are not consistent with the character or nature of single-family residential uses in the Town; are not suitable in residential neighborhoods; are not compatible with residential uses; and the neighborhood adjacency of single-family dwelling transient rentals in residential neighborhoods is or may become harmful; and

**WHEREAS**, single-family dwelling transient rentals in the Town, with their attendant traffic, parking, noise, and litter issues, along with the influx of non-residents into residential areas, are incompatible with the intent of residential districts in the Town, the desires and expectations of the Town's residents, and are contrary to the long-standing single-family residential character of the community; and

**WHEREAS**, single-family dwelling transient rentals in residential areas of the Town may pose a risk of an increase in public nuisances, disruption of neighborhoods, and additional code enforcement-related issues; and

**WHEREAS**, the experience of other local governments in Texas dealing with the short-term rental of properties has shown that enforcement actions are sometimes necessary to address the negative effects of short-term rentals, including noise, public urination and defecation, littering, parking, disorderly conduct and public intoxication, among others; and

**WHEREAS**, the court decision, for example, in *Zaatari v. City of Austin*, 615 S.W.3d 172, 201 (Tex.App.-Austin 2019, pet. denied), held that Austin's "stated concerns . . . were to reduce the likelihood of short-term rentals [serving] as raucous 'party houses' in otherwise quiet neighborhoods and to reduce possible strain on neighborhood infrastructure," and these are "certainly valid [municipal] concerns"; and

**WHEREAS**, the Town Council of the Town of Bartonville has determined that it is in the best interest of the health, safety, and welfare of its citizens to amend the Town Code of Ordinances and enact provisions prohibiting single-family dwelling transient rentals in the Town in the reasonable exercise of the Town's police power to safeguard the public.

**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.  
ENACTMENT OF ARTICLE 4.06**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 4, "Business Regulations," is hereby amended by adding Article 4.06, entitled "Single-Family Dwelling Transient Rentals," which shall state as follows:

**"Article 4.06 SINGLE-FAMILY DWELLING TRANSIENT RENTALS**

**Sec. 4.06.001. Definitions.**

For the purposes of this article, the following words have the meanings hereinafter designated:

*Single-family dwelling transient rental.* The rental or offer for rental of any single-family dwelling or any portion of a single-family dwelling for a period of less than thirty (30) days. This definition does not include a lawful bed and breakfast operating under a conditional use permit issued by the town.

*Rental.* The renting, bartering, trading, letting or otherwise allowing the use of a single-family dwelling or room or rooms within a single-family dwelling for compensation. This shall not restrict, limit or interfere with any homeowner from participating in a leaseback upon the sale of a single-family dwelling.

*Leaseback.* An arrangement where the seller of a home leases the home back from the purchaser. In a leaseback arrangement, the specifics of the arrangements are typically made prior to or immediately after the sale of the home.

**Sec. 4.06.002. Single-family dwelling transient rentals prohibited.**

All single-family dwelling transient rentals are hereby prohibited and unlawful within the Town of Bartonville."

**SECTION 3.  
SEVERABILITY**

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

**SECTION 4.  
SAVINGS**

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

**SECTION 5.  
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 be in full force and effect upon passage and publication of its caption, as the law in such cases provides.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Bartonville, Texas, on this the 16th day of July 2024.

APPROVED:

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

ATTEST:

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



# TOWN COUNCIL COMMUNICATION

---

**DATE:** July 16, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider an Ordinance amending the Town of Bartonville Code of Ordinances Chapter 12, "Traffic and Vehicles," Article 12.02, "Traffic-Control Devices" by adding a stop intersection.

---

**SUMMARY:**

Staff was tasked with bringing forward an amendment to the Town's Code of Ordinances for Town Council consideration that would change the yield sign located at the intersection of Blenheim and Badminton to a stop condition.

Until recently, Blenheim was a dead-end street with only two secondary driveways from one property fronting Badminton. A large new residence has been built at the end of Blenheim, and the town has received numerous complaints regarding the level of traffic coming from the property and the number of close calls as that traffic does not adequately yield to Badminton traffic as indicated.

The change to a stop condition, combined with enforcement, should eliminate this issue.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

**ATTACHMENTS:**

- Draft Ordinance Amendment

**TOWN OF BARTONVILLE  
ORDINANCE NO. XXX-24**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 12, "TRAFFIC AND VEHICLES," ARTICLE 12.02, "TRAFFIC-CONTROL DEVICES" TO MODIFY THE CURRENT YIELD SIGN LOCATION AT EASTBOUND BLENHEIM CIRCLE AT ITS INTERSECTION WITH BADMINTON DRIVE TO A STOP SIGN LOCATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town is authorized by Chapters 542, 544 and 545 of the Texas Transportation Code to regulate traffic by police officers or traffic-control devices, to designate street intersections as a stop intersection, to place and maintain traffic-control devices on Town streets, and to erect signs giving notice of such traffic-control determinations in 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 the Town Code of Ordinances and designate additional stop sign traffic-control devices in the reasonable exercise of the Town's police power.

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

**SECTION 1.  
INCORPORATION OF PREMISES**

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

**SECTION 2.  
AMENDMENT OF ARTICLE 12.02**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.02, entitled "Traffic-Control Devices,"

is hereby amended by modifying the Stop Sign provisions in § 12.02.003(a), "Locations," to add a stop sign at the intersection of Blenheim Circle and Badminton Drive, to read as follows:

**"Article 12.02 TRAFFIC-CONTROL DEVICES**

\* \* \*

**Sec. 12.02.003 Stop signs.**

(a) Locations. Stop signs are authorized and shall be erected and maintained by the town at the following locations:

...

(54) Blenheim Circle/Badminton Drive."

**SECTION 3.  
AMENDMENT OF ARTICLE 12.02**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.02, entitled "Traffic-Control Devices," is hereby amended by modifying the Yield Sign provisions in § 12.02.004 to delete subsection (5), listing "Eastbound Blenheim Circle at its intersection with Badminton Drive," to now read as follows:

**"Article 12.02 TRAFFIC-CONTROL DEVICES**

\* \* \*

**Sec. 12.02.004 Yield signs.**

Yield signs are authorized and shall be erected and maintained by the town at the following locations:

(5) [Deleted.]"

**SECTION 4.  
SEVERABILITY**

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



**SECTION 5.  
SAVINGS**

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

**SECTION 6.  
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 7.  
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 8.  
EFFECTIVE DATE**

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

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the Town Council of the Town of Bartonville, Texas, on this the 16th day of July 2023.

APPROVED:

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

ATTEST:

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



# TOWN COUNCIL COMMUNICATION

---

**DATE:** July 16, 2024

**FROM:** Shannon Montgomery, Town Secretary

**AGENDA ITEM:** Discuss and consider approval of a Resolution restructuring the Special Events Committee.

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**SUMMARY:**

The Town of Bartonville celebrated its 50th anniversary in 2023 and established the 50th Anniversary Special Events Committee to organize an event in recognition thereof. Acknowledging the community's desire to continue these events, the Town Council has decided to recreate the Special Events Advisory Committee to advise on and recommend the planning and execution of the annual Tree Lighting and Memorial Day events.

This committee will serve as an advisory body to the Town Council, ensuring community involvement in event planning and adherence to established guidelines, including compliance with the Texas Open Meetings Act and financial regulations concerning expenses and sponsorships.

**FISCAL INFORMATION:** N/A

**RECOMMENDED MOTION OR ACTION:**

Move to approve a Resolution restricting the Special Events Committee.

**ATTACHMENTS:**

- Draft Resolution

**TOWN OF BARTONVILLE  
RESOLUTION 2024-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS,  
RESTRUCTURING THE SPECIAL EVENTS ADVISORY COMMITTEE; AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS** the Town of Bartonville (“Town”), Texas was incorporated as a town by the State of Texas in 1973; and

**WHEREAS** the Year 2023 marked the 50th year anniversary of the Town; and

**WHEREAS** the 50th Anniversary Celebration was a success; and

**WHEREAS** the 50th Anniversary Special Events Committee hosted the Town’s first annual Tree Lighting and Memorial Day Events; and

**WHEREAS** the Town Council would like to continue sponsoring Town Events; and

**WHEREAS** the Town Council recognizes there are many citizens who desire to participate in the planning of Town events; and

**WHEREAS** the Town Council desires to create a committee to advise and make recommendations to the Town Council for the successful planning and execution of the annual Tree Lighting and Memorial Day events as deemed appropriate by the Town Council.

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

**SECTION 1:** The foregoing recitals are adopted and incorporated herein for all purposes.

**SECTION 2:** The Town Council does hereby restructure the committee to be known as the “Special Events Advisory Committee” (the “Committee”) to plan and organize the annual Tree Lighting and Memorial Day events as deemed appropriate by the Town Council.

**SECTION 3:** The Committee will act as an advisory committee to the Mayor and Town Council, whose members shall be appointed by majority vote of the Town Council, and be comprised of:

- A. Seven members, who are residents of the Town, including no more than two members of the Town Council. The fiscal year 2024-2025 member appointments shall consist of four members being appointed for a two-year term and three members being appointed for a one-year term, thereby creating staggering terms. All regular annual appointments after the initial appointments shall be for two-year terms.

- B. Because the Committee is an advisory committee to the Town Council and is not an office of emolument, Committee members may also be appointed officials to one other Town Board or Commission.
- C. The provisions of Town Code Article 1.04, entitled "Boards, Commissions and Committees," Division 1, entitled "Generally," shall apply to members in the Committee.

**SECTION 4:** The Committee shall follow the established rules and procedures below and create a schedule of regular meetings, subject to the following:

- The Committee shall elect its own Chair and Vice-Chair at its first meeting in October of each year.
- The Committee shall comply with the provisions of the Texas Open Meetings Act to the same extent as the Town’s standing boards and commissions.
- All Committee expenses must be invoiced and paid for by the Town because the Town does not pay sales tax. Reimbursements of expenses paid by Committee members personally will not be permitted.
- Cash donations or sponsorships of Town Events will not be permitted.
- Businesses owned and operated by elected/appointed officials will not be permitted to provide services for Town-sponsored events.
- All signs, mailings, etc. shall be provided by the Town’s preferred vendor for such services.

**SECTION 5.** The Town’s events shall be fully funded by the Town of Bartonville as determined by the Town Council’s annual budget.

**SECTION 6.** The Town, through the Town Administrator, shall provide such clerical and staffing support to the Committee as the Town Administrator deems reasonable and necessary to allow the Committee to perform its purposes or as otherwise determined by the Town Council.

**SECTION 7.** This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED** this the 16th day of July 2024.

**APPROVED:**

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

**ATTEST:**

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



# TOWN COUNCIL COMMUNICATION

**DATE:** July 16, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider approval of a Resolution creating a Town Hall Area Improvement Subcommittee, and approval of appointments of members to said subcommittee.

## **SUMMARY:**

The Town of Bartonville has been actively engaging its community through various events hosted at Town Hall, such as National Night Out, the 50th Anniversary Celebration, and Memorial Day events. Feedback on these gatherings has been largely positive, with many noting the location's ability to foster a strong sense of Bartonville community.

Given this positive response, discussions have arisen regarding potential enhancements to the natural area behind Town Hall. The aim is to expand and improve this space to accommodate future events effectively. To facilitate this process, there is a proposal to form a subcommittee. This subcommittee would be tasked with exploring the feasibility of making improvements to the area behind Town Hall. Their mandate would include assessing the community's needs and desires for additional gathering space, evaluating the potential impact on the natural environment, and recommending specific improvements if deemed beneficial.

By forming this subcommittee, Bartonville demonstrates its commitment to thoughtful community engagement and sustainable development. This approach ensures that any enhancements to the Town Hall site align with the community's interests and contribute positively to Bartonville's distinctive rural character and community spirit.

## **FISCAL INFORMATION:**

N/A

## **RECOMMENDED MOTION OR ACTION:**

Move to approve the creation of a subcommittee to investigate the area behind Town Hall for possible improvements and to appoint the following people to that subcommittee: list names.

## **ATTACHMENT(S):**

- Draft Resolution

**TOWN OF BARTONVILLE, TEXAS  
RESOLUTION 2024-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, CREATING A TOWN HALL PROPERTY IMPROVEMENTS SUBCOMMITTEE AND APPOINTING MEMBERS TO SAID SUBCOMMITTEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Bartonville, Texas ("Town"), was incorporated as a town by the State of Texas in 1973; and

**WHEREAS**, Town Hall property has been utilized for past town-sponsored events and will continue to be used for town-sponsored events; and

**WHEREAS**, the Town Council would like to research possible improvements to allow for better usage of Town Hall property; and

**WHEREAS**, the Town Council of the Town of Bartonville desires to create a subcommittee to assess and make recommendations to the Town Council for the successful planning and execution of Town Hall property improvements.

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

**SECTION 1:** The foregoing recitals are hereby adopted and incorporated herein for all purposes.

**SECTION 2:** The Town Council of the Town of Bartonville, Texas does hereby create a subcommittee to be known as the "Town Hall Property Improvements Subcommittee" (the "Committee") to research needed improvements to Town Hall property and costs associated with those improvements.

**SECTION 3:** The Committee will act as an advisory committee to the Mayor and Town Council, whose members shall be appointed by majority vote of the Town Council, and be comprised of:

- Four (4) members, who are residents of the Town, including no more than two members of the Town Council.
- Because the Committee is an advisory committee to the Town Council and is not an office of emolument, Committee members may also be appointed to one other Town Board or Commission.
- The provisions of Town Code Article 1.04, entitled "Boards, Commissions and Committee," Division 1, entitled "Generally," shall apply to members of the Committee.

**SECTION 4:** The following persons are hereby appointed to the Town Hall Property Improvements Subcommittee, effective immediately:

**Members:**

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

**SECTION 5:** The Committee shall establish its rules and procedures and a schedule for regular meetings subject to the following:

- The Committee shall elect its own Chair and Vice-Chair at its first meeting; and
- The Committee shall comply with the provisions of the Texas Open Meetings Act to the same extent as the Town’s standing boards, commissions, and committees.

**SECTION 6:** The Town, through the Town Administrator, shall provide such clerical and staffing support to the Committee as the Town Administrator deems reasonable and necessary to allow the Committee to perform its purposes or as otherwise determined by the Town Council.

**SECTION 7:** The Committee will be disbanded and have their duties declared fulfilled once recommendations are made to and approved by the Town Council.

**SECTION 8:** This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED this the 16th day of July 2024.**

**APPROVED:**

**ATTEST:**

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

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



# TOWN COUNCIL COMMUNICATION

**DATE:** June 27, 2024

**FROM:** Kirk Riggs, Police Chief

**AGENDA ITEM:** Discuss and consider an FY2024-2025 Interlocal Cooperation Agreement between Denton County and The Town of Bartonville Police Department for the use of the Denton County Radio Communications System; and authorize the Town Administrator to execute same on behalf of the Town.

## **SUMMARY:**

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

## **FISCAL INFORMATION:**

Budgeted: YES                      Amount: \$720.00

## **RECOMMENDED MOTION OR ACTION:**

Move to approve the FY2024-2025 Inter-Local Cooperation Agreement between Denton County and the Town of Bartonville Police Department for the use of the Denton County Radio Communication System; and authorize the Town Administrator to execute same on behalf of the Town.

## **ATTACHMENTS:**

- Interlocal Agreement



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

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

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

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

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

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

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

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

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

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

**I.**

## I.

### DEFINITIONS

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

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

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

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

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

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

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

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

## II.

### TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1<sup>st</sup> day of October, 2024, and ending on the 30<sup>th</sup> day of September, 2025. unless terminated earlier pursuant to Section 7.1.

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

### III.

#### OBLIGATIONS OF TOWN OF BARTONVILLE POLICE DEPARTMENT

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

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

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

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

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

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

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

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

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

#### IV.

#### OBLIGATIONS OF THE COUNTY

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

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

4.3 The County is solely responsible for:

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

#### V.

#### FEES

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

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

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

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

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

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

**VI.**

**PAYMENT DUE**

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

**VII.**

**TERMINATION**

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

**VIII.**

**RELEASE AND HOLD HARMLESS**

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

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

**IX.**

**IMMUNITY**

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

**X.**

**ASSIGNMENT**

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

**XI.**

**ENTIRE AGREEMENT**

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

**XII.****NOTICES**

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

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

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

**XIII.****AUTHORITY TO SIGN**

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

**XIV.****SEVERABILITY**

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

**XV.**

**VENUE**

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

**XVI.**

**INTERPRETATION OF AGREEMENT**

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

**XVII.**

**REMEDIES**

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

**XVIII.**

**SUCCESSORS AND ASSIGNS**

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

**EXECUTED** duplicate originals on the dates indicated below:



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

**BY:**

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

\_\_\_\_\_  
Date Approved by Town Council

Approved as to content:

\_\_\_\_\_  
Kirk Riggs, Chief of Police

Approved as to form:

\_\_\_\_\_  
Attorney for Agency

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

**BY:**

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

Approved as to content:

\_\_\_\_\_  
 Denton County Sheriff's Office

Approved as to form:

\_\_\_\_\_  
 Assistant District Attorney  
 Counsel to the Sheriff





# TOWN COUNCIL COMMUNICATION

**DATE:** July 16, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider an Interlocal Agreement between Texas Municipal League Intergovernmental Risk Pool and The Town of Bartonville regarding Cyber Liability and Data Breach Response; and authorize the Town Administrator to execute same on behalf of the Town.

## **SUMMARY:**

The Town currently has Core+ coverage. The attached notice explains the changes being made to this coverage and the Interlocal Agreement memorializes the coverage.

Staff recommends continuing this coverage through Texas Municipal League Intergovernmental Risk Pool.

## **FISCAL INFORMATION:**

Increasing from \$250/year to \$1250/year.

## **RECOMMENDED MOTION OR ACTION:**

Motion to approve an Interlocal Agreement between Texas Municipal League Intergovernmental Risk Pool and the Town of Bartonville regarding Cyber Liability and Data Breach Response, appointing the Town Secretary as the point of contact and authorize the Town Administrator to execute same on behalf of the Town.

## **ATTACHMENT(S):**

- TML Critical Alert
- TML Cyber Liability and Data Breach Response ILA



RECEIVED  
JUN 10 2024  
Item 17.

WORKERS' COMPENSATION • PROPERTY • LIABILITY

**CRITICAL ALERT:**  
*Cyber Liability and Data Breach Response Coverage*

DATE: June 7, 2024  
TO: All Members with Core + (Band 1) Cyber Coverage  
RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

---

Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage* (“*Cyber Coverage*”), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That’s why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool’s Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or “opt-in” by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

**MEMBERS THAT DON'T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.**

Included in this packet are:

1. A two-page flyer **explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.**
2. A **Limits Page** for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A **new, separate Interlocal Agreement (contract)** to join the Pool’s new Cyber Fund.

Please review the above information.

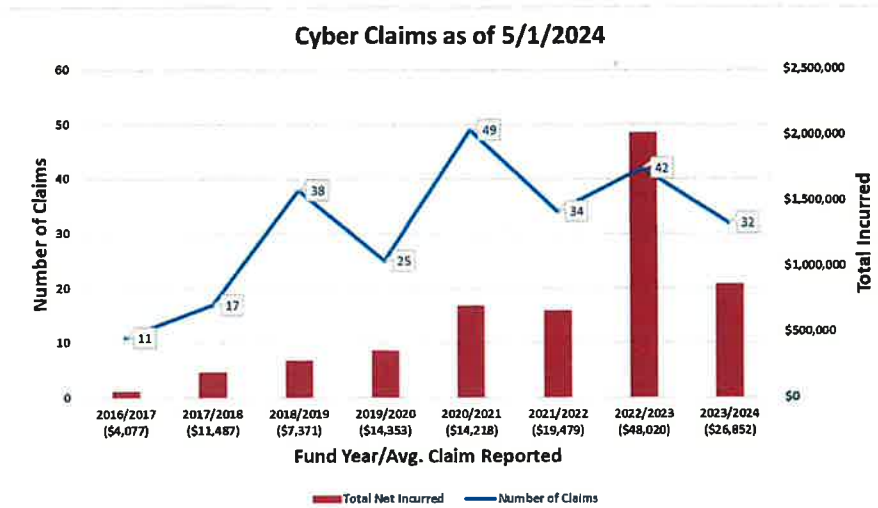
**If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.)** You can either scan and return the completed and signed agreement by email to [underwriting@tmlirp.org](mailto:underwriting@tmlirp.org) or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

## CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

### Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the **Cyber Liability Interlocal Agreement**. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

### The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a **separate Cyber Fund** – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund**.
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

### The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

### What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at [www.tmlirp.org](http://www.tmlirp.org).

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

### Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns ([rburns@tmlirp.org](mailto:rburns@tmlirp.org)) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

### Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the “Local Officials: *Stronger, Together* Podcast.”

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to [www.tmlirp.org](http://www.tmlirp.org), click on the “STP Podcast” link at the top of the page, and scroll down to Episode 9c.)

## LIMIT PAGE

Your entity currently has **Core + Cyber** Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

*A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.*

	Core	Core+
<b>Tower 1 - Limit of Liability*</b>	<b>\$500,000</b>	<b>\$1,000,000</b>
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
<b>Tower 2 - Limit of Liability</b>	<b>\$100,000</b>	<b>\$250,000</b>
<b><u>First Party Loss</u></b>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<b><u>Third Party Loss</u></b>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<b><u>eCrime</u></b>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
<b>Tower 3 - Limit of Liability</b>	<b>\$100,000</b>	<b>\$150,000</b>
<b>Breach Response Aggregate Limit of Liability</b> Beazley Response Services	<b>\$100,000</b>	<b>\$150,000</b>
Retention	\$0	\$0
<b>New 2024-25 Annual Contribution</b>	<b>\$1,000</b>	<b>\$1,250</b>
<i>Previous 2023-24 Contribution</i>	<i>\$175</i>	<i>\$247.24</i>

*\*The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*



# Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

## CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as “Pool Members”) to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the “Fund”) for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov’t Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
  - a. Board. Refers to the Board of Trustees of the Fund.
  - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
  - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
  - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
  - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member’s election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
  - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to “reinsurance.”
  - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund’s obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
  - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
  - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
  - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

*If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.*

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termi

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.

17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name Town of Bartonville

Name of Contact Shannon Montgomery Title Town Secretary

Mailing Address 1941 E Jeter Road, Bartonville, TX 76226 Email Address smontgomery@townofbartonville.com

Street Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ Phone 817-693-5280

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SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Thad Chambers, Town Administrator Title \_\_\_\_\_ July 17, 2024 Date \_\_\_\_\_

Member's Federal Tax I.D. Number 75-1986689

**This Information is MANDATORY**

**TO BE COMPLETED BY FUND: (OFFICE USE ONLY)**

Effective Date of This Agreement \_\_\_\_\_

Member Name \_\_\_\_\_

Contract Number \_\_\_\_\_

---

SIGNATURE OF AUTHORIZED FUND OFFICIAL

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



# TOWN COUNCIL COMMUNICATION

---

**DATE:** July 16, 2024

**FROM:** Shannon Montgomery, Town Secretary

**AGENDA ITEM:** Discuss and consider scheduling September 3, 2024 for the Public Hearing on the proposed Fiscal Year 2024-2025 Budget; and scheduling September 17, 2024 for the adoption of said Budget.

---

**SUMMARY:**

Section 102.005 and 102.006 of the Local Government code requires the Town Council to fix the time and place of the Public Hearing on the budget and to publish a notice in the official newspaper of the Town, as required by law.

The Public Hearing must take place before the date of the tax levy (the adoption of the tax rate); therefore, a special meeting is required since the adoption of the tax rate will take place on September 17, 2024.

**FISCAL IMPACT:**

N/A

**RECOMMENDED MOTION OR ACTION:**

Move to schedule September 3, 2024 for the Public Hearing on the proposed Fiscal Year 2024-2025 Budget; and schedule September 17, 2024 for the adoption of said budget.

**ATTACHMENTS:**

N/A



# TOWN COUNCIL COMMUNICATION

---

**DATE:** July 16, 2024

**FROM:** Shannon Montgomery, Town Secretary

**AGENDA ITEM:** Discuss and consider scheduling September 17, 2024 for the Public Hearing to consider the proposed tax rate.

---

**SUMMARY:**

The Town is required by Chapter 26 of the Property Tax Code to publish notices, and if the tax rate exceeds the no new revenue rate, hold one public hearing.

Staff is requesting, should a Tax Rate Public Hearing be needed, that Council schedule the Public Hearing for September 17, 2024.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

Move to schedule September 17, 2024 for the Public Hearing on the tax rate and for the adoption of said tax rate.

**ATTACHMENTS:**

N/A



# TOWN COUNCIL COMMUNICATION

---

**DATE:** July 16, 2024  
**FROM:** Shannon Montgomery, Town Secretary  
**AGENDA ITEM:** Discuss and consider who will be on the Boards and Commission interview panel.

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**SUMMARY:**

Annual Boards and Commission terms expire September 30 of each year. Staff began advertising and accepting applications June 18, 2024, with a deadline of July 12, 2024.

**FISCAL INFORMATION:**

N/A

**RECOMMENDED MOTION OR ACTION:**

Appoint two individuals to a Boards and Commission interview panel to review the applications received and to make recommendations to the Town Council at the September 3, 2024 Town Council Meeting.

**ATTACHMENTS:**

N/A