



BARTONVILLE TOWN COUNCIL AGENDA

March 21, 2023 at 7:00 PM

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

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE

C. PRESENTATIONS

1. Presentation of a 10-Year Service Award to Bobby Dowell, Chief of Police.

D. 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.

E. APPOINTED REPRESENTATIVE/LIAISON REPORTS

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

F. CONSENT AGENDA

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

1. Consider approval of the February 21, 2023, regular meeting minutes.
2. Consider approval of the March 3, 2023, work session minutes.
3. Accept Certification of Unopposed Candidates and adopt a resolution cancelling the May 6, 2023, General Election.
4. Consider approval of a Consultant Services Agreement with Eddie Peacock, PLLC, for services relating to financial management support; and authorization for the Town Administrator to execute same on behalf of the Town.

5. Consider approval of an interlocal agreement between the Town of Bartonville and North Texas Central Council of Governments (NCTCOG) for grant funding to sponsor a tire collection event; and authorization for the Town Administrator to execute same on behalf of the Town.

G. REGULAR ITEMS

6. Discuss and consider appointing members to the ad hoc Special Events Advisory Committee.
7. Discuss and consider approval of the purchase of striping and rumble strips from Roadrunner Traffic Supply, Inc. in the amount \$23,853 for placement throughout the town to enhance driving safety; and to authorize the Town Administrator to expend budgeted funds on behalf of the Town.
8. Discussion on short-term rentals.
9. Discussion on street repair and maintenance.

H. CLOSED SESSION

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

1. Section 551.074 Personnel: To deliberate and consider the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public officers or employees; to wit: Town Secretary.

I. RECONVENE OPEN MEETING

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

J. FUTURE ITEMS

K. ADJOURNMENT

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

/s/ Tammy Dixon, Town Secretary

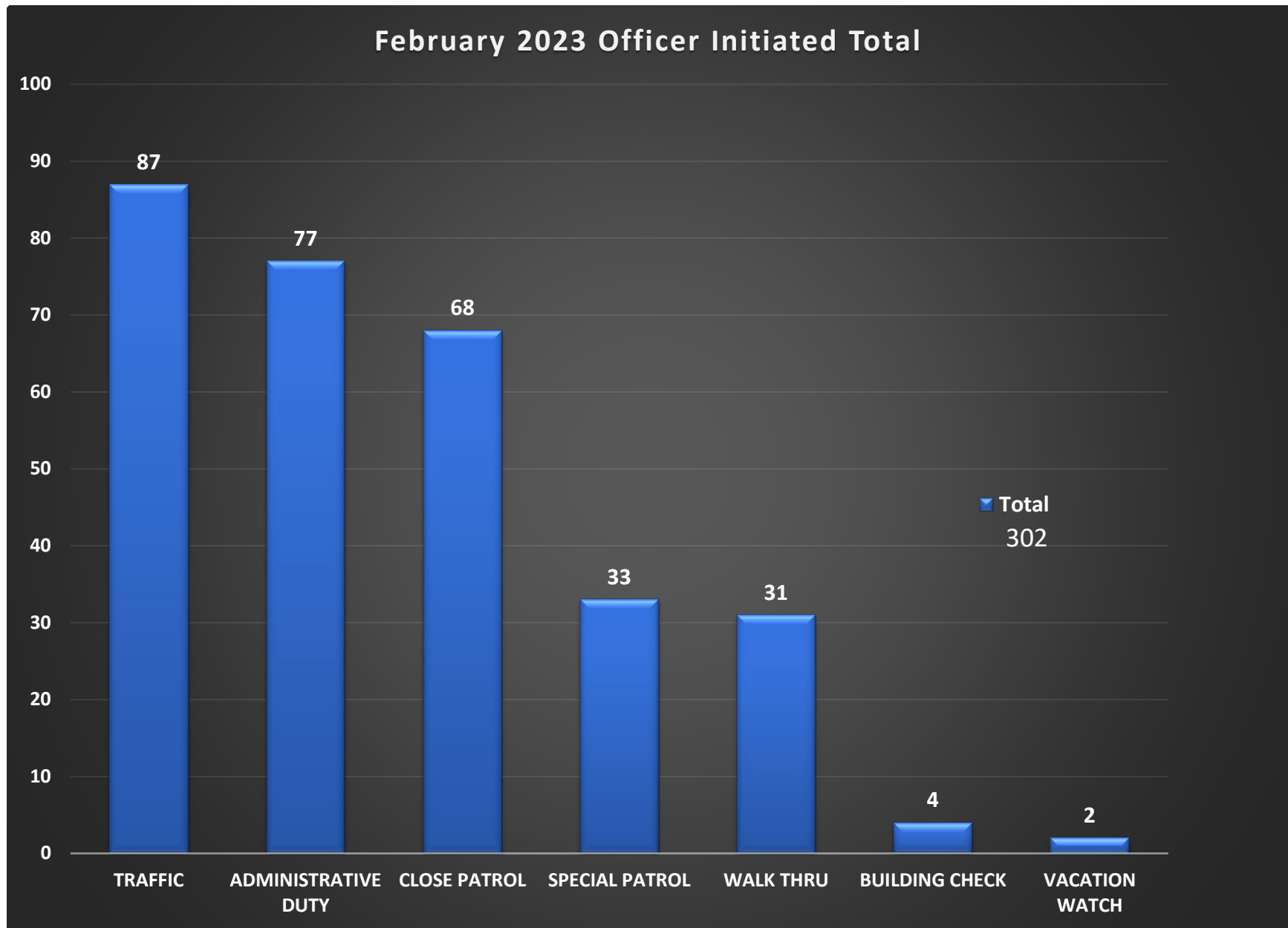
Posted: March 17, 2023 at 11:30 AM

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

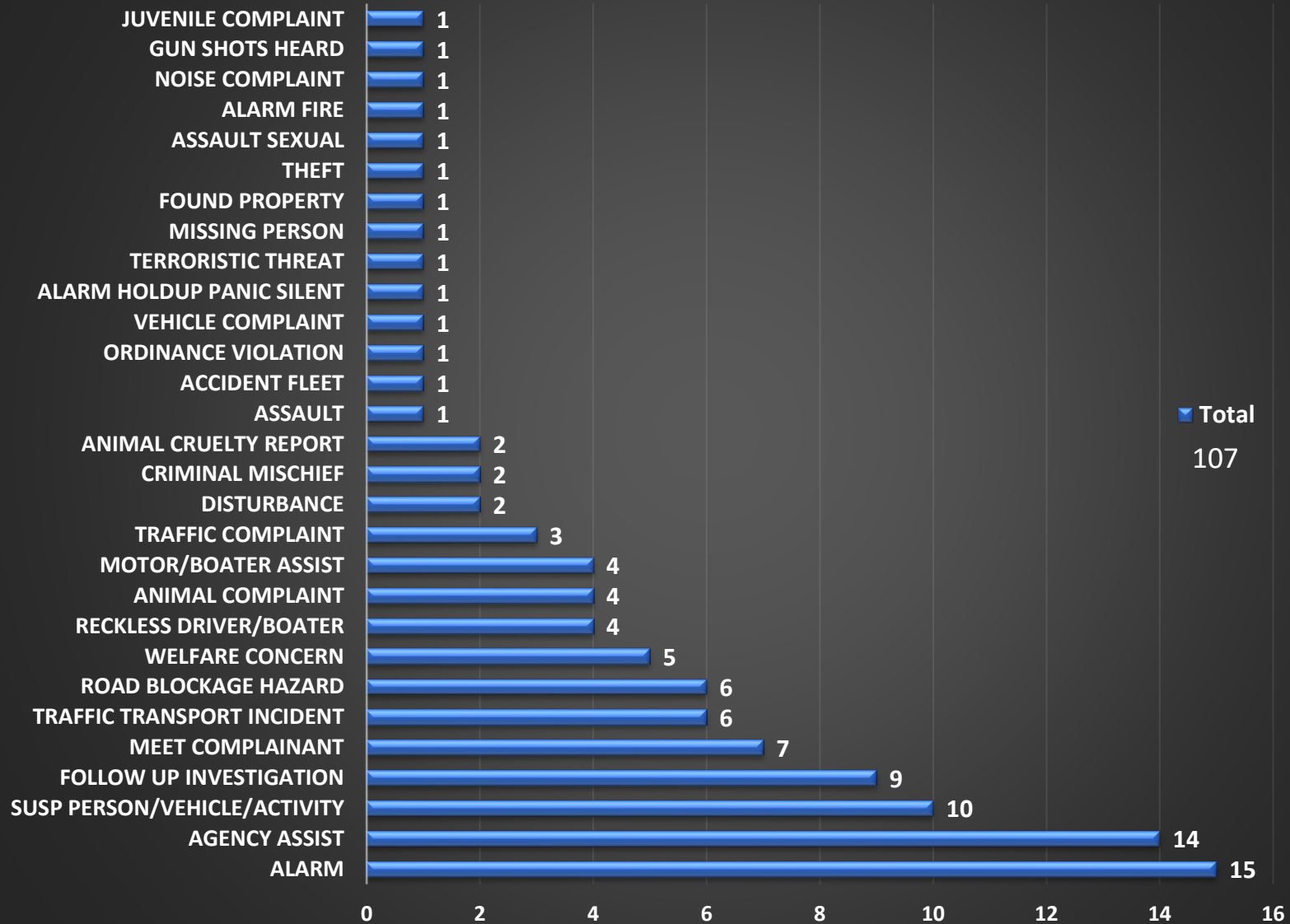
Bartonville Police Department

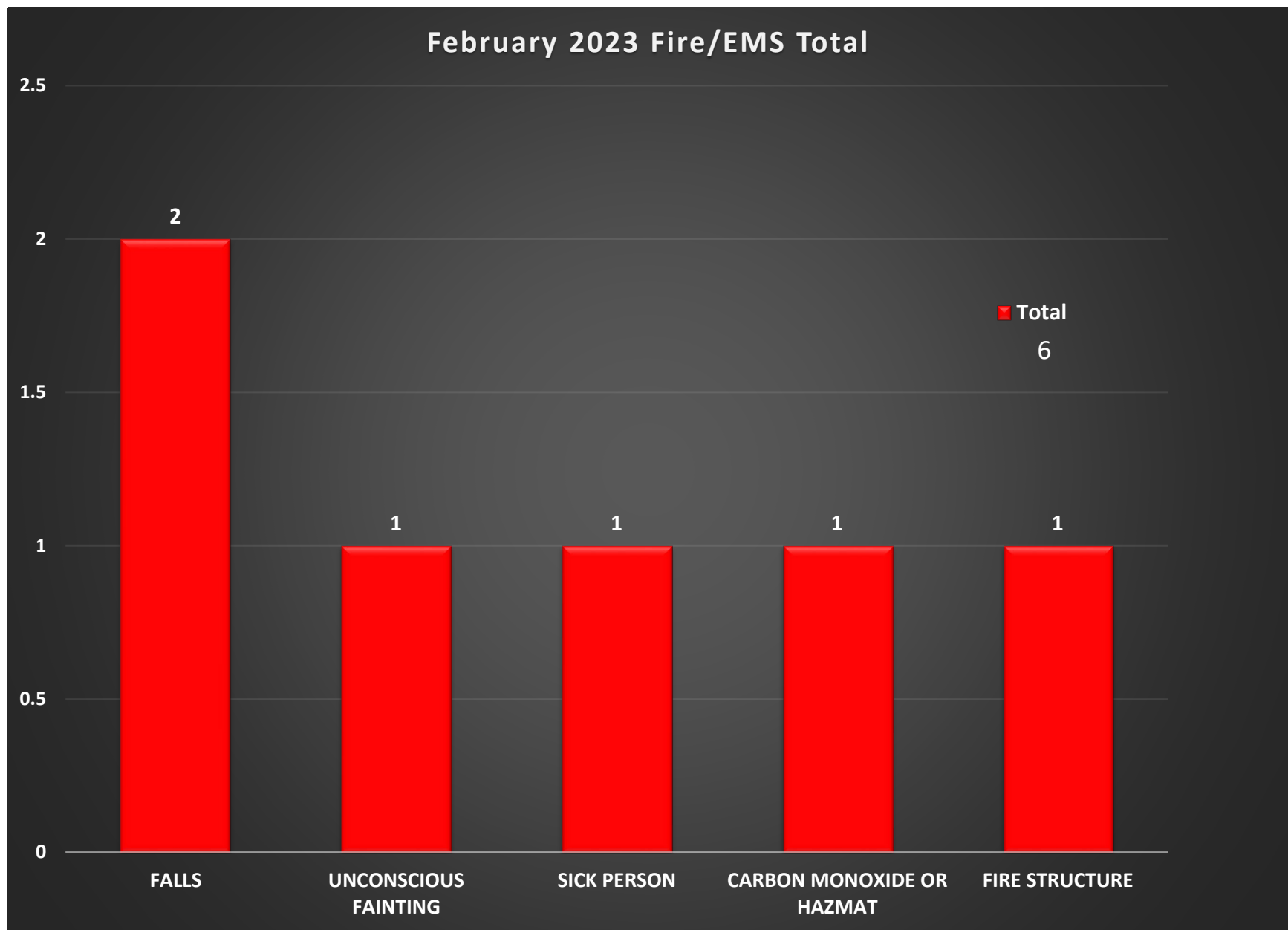
Monthly Report

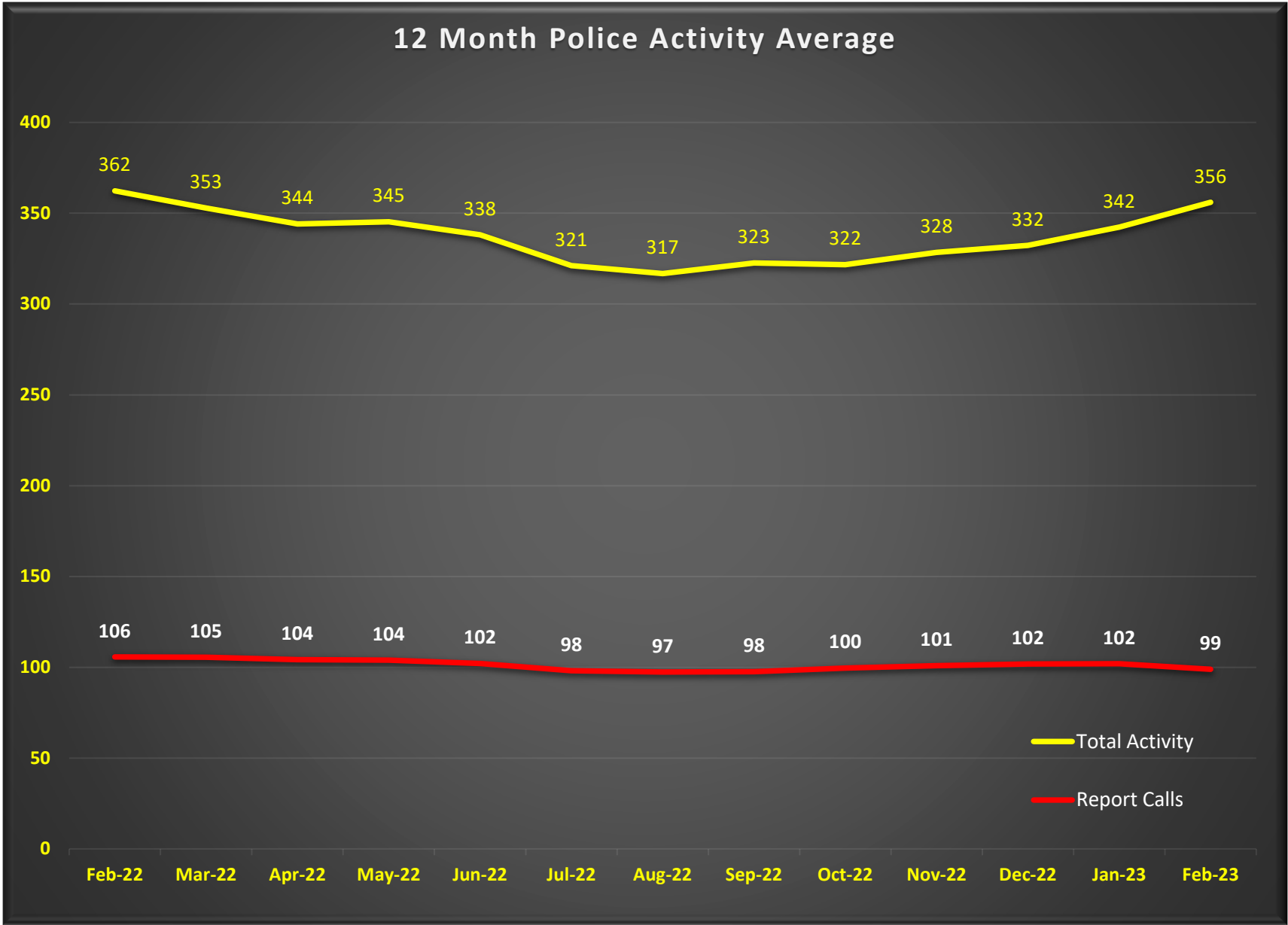




February 2023 Calls For Service Total



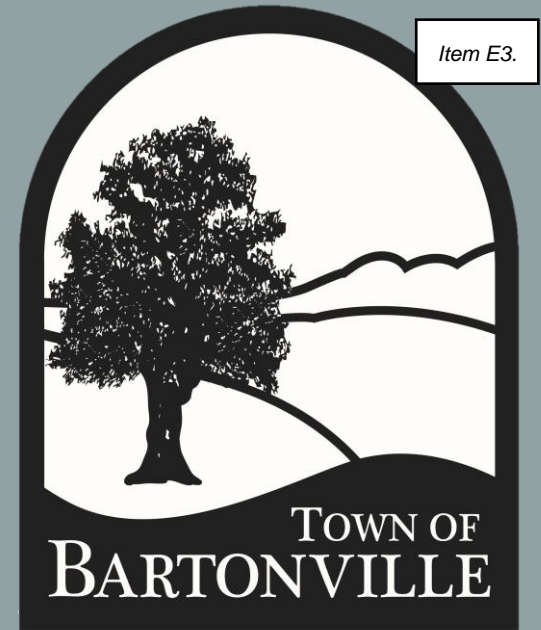




Town of Bartonville

Monthly Financial Report

Month Ending
February 28, 2023

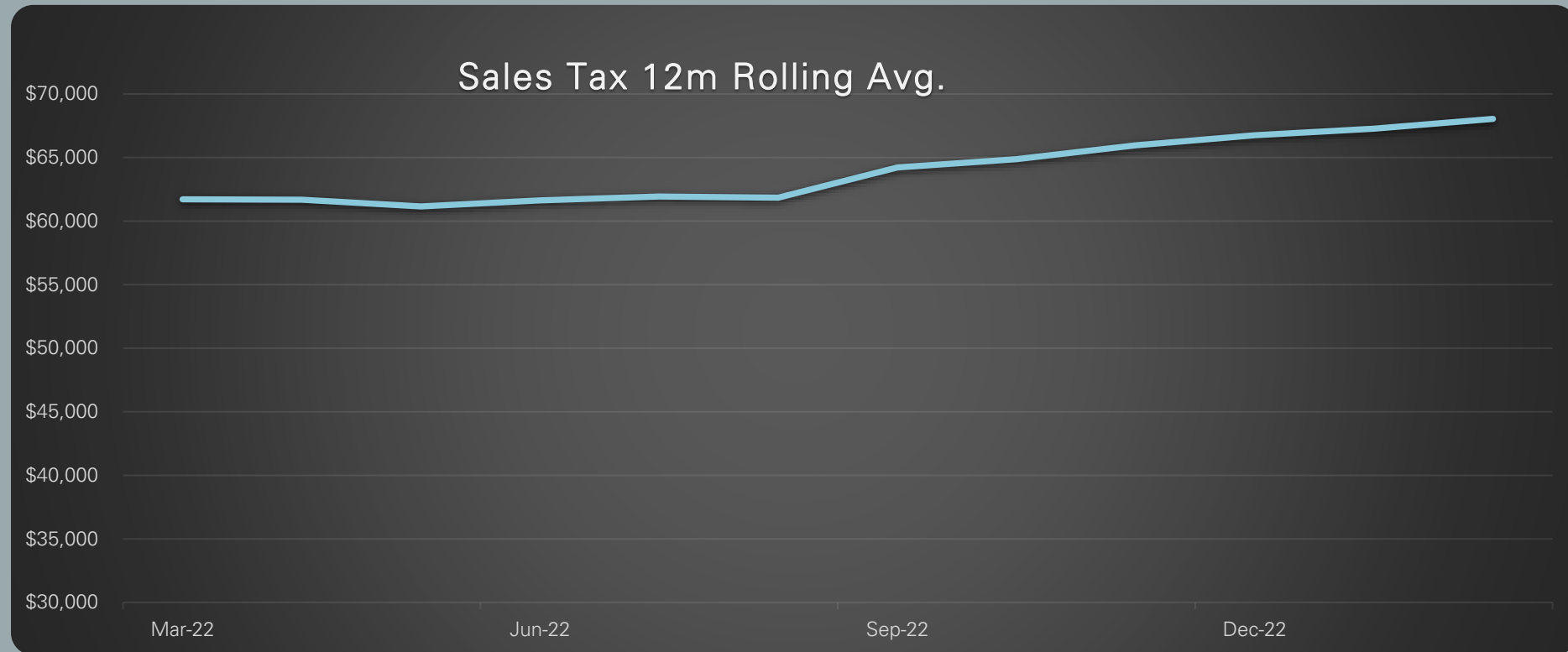


PRESENTED:
MARCH 21, 2023

All General Fund Revenues

	February 2023 Revenue	Year to Date Revenue	Current Year Budget	Projected Revenue Remaining	% of Budgeted Revenue Remaining	Prior year YTD	Prior year ending balance
Sales Tax	\$104,934.89	\$372,580.79	\$759,800.00	\$387,219.21	50.96%	\$326,769.29	\$770,632.31
Property Tax	\$208,183.15	\$918,369.79	\$943,000.00	\$24,630.21	2.61%	\$780,550.04	\$810,247.20
Franchise Fees	\$19,382.88	\$130,693.19	\$157,500.00	\$26,806.81	17.02%	\$86,314.84	\$211,360.40
Other/Transfer	\$16,101.69	\$95,948.69	\$134,000.00	\$38,051.31	28.40%	\$4,574.45	\$15,179.01
Development Fees	\$66,185.24	\$71,576.24	\$30,000.00	(\$41,576.24)	(138.59%)	\$124,581.64	\$130,143.64
Permit Fees	\$7,360.00	\$94,613.18	\$132,900.00	\$38,286.82	34.30%	\$80,891.72	\$201,909.51
Municipal Court	\$5,068.80	\$31,380.71	\$60,000.00	\$28,619.29	47.70%	\$12,931.77	\$56,295.24
Total Revenue	\$427,216.65	\$1,715,162.59	\$2,217,200.00	\$502,037.41	22.64%	\$1,419,968.30	\$2,195,767.34

Sales Tax Collections



All General Fund Expenditures

	February 2023 Expenditures	Year to Date Expenditures	Current Year Budget	Budget Balance Remaining	% of Balance Remaining	Prior Year YTD Balance	Prior year FY Ending Balance
Administration	\$50,481.80	\$378,371.38	\$1,092,716.00	\$714,344.62	65.37%	\$303,158.18	\$935,678.77
Police	\$22,707.70	\$273,537.81	\$780,986.00	\$507,448.19	64.98%	\$173,500.31	\$537,727.68
Municipal Court	\$450.00	\$2,000.00	\$5,400.00	\$3,400.00	62.96%	\$2,250.00	\$6,000.00
Transfers	\$40,335.73	\$137,798.23	\$241,600.00	\$103,801.77	42.96%	\$98,110.81	\$307,035.89
Total Expenses	\$113,975.23	\$791,707.42	\$2,120,702.00	\$1,328,994.58	62.67%	\$577,019.30	\$1,786,442.34

Expenditures by Department

Administration

	February 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$12,699.70	\$166,927.16	\$502,256.00	\$335,328.84	66.76%	\$89,208.91	\$276,241.26
Supplies	\$840.00	\$19,300.52	\$52,500.00	\$33,199.48	63.24%	\$17,279.84	\$37,727.88
Maintenance	\$1,533.12	\$14,194.10	\$37,500.00	\$23,305.90	62.15%	\$11,749.63	\$34,364.04
Contracted Service	\$34,769.97	\$135,821.93	\$338,490.00	\$202,668.07	59.87%	\$174,786.09	\$559,772.49
Fees & Service Charges	\$22.50	\$361.50	\$1,170.00	\$808.50	69.10%	\$220.17	\$1,237.84
Other	\$616.51	\$41,766.17	\$160,800.00	\$119,033.83	74.03%	\$7,816.39	\$26,335.26
Total Administration:	\$50,481.80	\$378,371.38	\$1,092,716.00	\$714,344.62	65.37%	\$303,158.18	\$935,678.77

Expenditures by Department

Police

	February 2023 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$20,422.29	\$243,392.74	\$709,486.00	\$466,093.26	65.69%	\$140,544.55	\$446,681.36
Supplies	\$1,693.76	\$6,396.25	\$30,000.00	\$23,603.75	78.68%	\$1,879.30	\$23,174.72
Maintenance	\$988.50	\$15,094.28	\$28,000.00	\$12,905.72	46.09%	\$21,913.48	\$58,407.99
Contracted Service	\$0.00	\$6,722.00	\$9,500.00	\$2,778.00	29.24%	\$6,320.00	\$8,082.21
Other	\$0.00	\$635.63	\$4,000.00	\$3,364.37	84.11%	\$454.52	\$1,381.40
Total Police Department:	\$22,707.70	\$273,537.81	\$780,986.00	\$507,448.19	64.98%	\$173,500.31	\$537,727.68

Location	Notes	Code
Feb 28, 2023 5:03 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Feb 21, 2023 4:04 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Feb 14, 2023 4:43 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to tammy	Animal Control
Feb 7, 2023 11:18 AM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Feb 6, 2023 4:40 PM 799 jeter	PD ASSIST responded to the area for a down cow. we made contact with the manager who stated they were aware that she had broken it during the ice storm and would be put down that afternoon.	Animal Control
Feb 6, 2023 8:59 AM 1941 JETER RD E	we were contacted to pick up a stray dog from a PD officer, but were disregarded when the owner was located.	Animal Control
Feb 4, 2023 10:14 AM 1027 broome rd	Responded to a trapped skunk and removed it	Animal Control

Location	Notes	Code
Feb 28, 2023 5:08 PM 1212 Red bud	no change	Code Enforcement
Feb 28, 2023 5:07 PM 1113 maple	no change	Code Enforcement
Feb 28, 2023 5:04 PM 1200 maple	no change	Code Enforcement
Feb 28, 2023 5:03 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Feb 21, 2023 4:05 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Feb 14, 2023 4:45 PM mcmakin @ Jeter	i removed several illegal signs from this intersection	Code Enforcement
Feb 14, 2023 4:44 PM	Patrolled city focusing on code issues. spoke to tammy	Code Enforcement
Feb 7, 2023 4:59 PM 1212 Red bud	citation issued junk vehicles and junk, trash and debris	Code Enforcement
Feb 7, 2023 4:58 PM 1113 maple	citation issued for junk, trash and debris	Code Enforcement
Feb 7, 2023 4:56 PM 1200 maple	citations issued for trash and debris	Code Enforcement

Location

Notes

Code

Feb 7, 2023 11:18 AM

Patrolled city focusing on code issues. spoke to
thad

Code Enforcement

Town of Bartonville
Municipal Court Council Report
From 2/1/2023 to 2/28/2023

3/2/2023 1

Item E3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
54	0	5	0	1	60

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$3,526.20	\$1,336.10	\$4,297.00	\$156.00	\$191.10	\$9,506.40

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
15	0	6	12	20	53

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	1	1

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
23	0	23	46

PermitReport

3/1/2023 12:20

Item E3.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
22-00148-09	Dickey's BBQ	3000 FM 407 100	Food Establishment Permit	2/15/2023			\$300.00
22-00358-01	A Plus Pools LLC	900 Ridgewood Cir	Pool/Spa (inground)	2/6/2023			\$650.00
23-00016-01	Lingenfelter Custom Homes	1408 Brian Street	OSSF Permit - Residential	2/4/2023	\$2,000,000.00	5523.00	\$410.00
23-00017-06	Pacific Lawn Sprinklers	1153 Gibbons Rd S	Sprinkler/Irrigation Permit	2/4/2023			\$110.00
23-00033-01	Metro Sign Center		Contractor Registration - General	2/2/2023			\$125.00
23-00038-01	Work Environmental Systems	838 Dove Creek Rd	Mechanical Permit	2/7/2023			\$130.00
23-00039-01	CR Plumbing	589 Porter Rd	Plumbing Permit	2/8/2023			\$130.00
23-00040-01	Metro Sign Center	0 Hilltop Rd & FM 407	Sign Permit	2/15/2023			\$75.00
23-00043-01	Metro Sign Center	1261 Kentucky Derby Drive	Sign Permit	2/15/2023			\$75.00
23-00044-01	Metro Sign Center	1501 Clydesdale Road	Sign Permit	2/15/2023			\$75.00
23-00045-01	Drew Walling	600 W Jeter Rd	Plumbing Permit	2/17/2023			\$130.00
23-00047-01	Pinnacle Propane LLC		Contractor Registration - Plumbing	2/16/2023			\$0.00
23-00048-01	Orellana Plumbing		Contractor Registration - Plumbing	2/17/2023			\$0.00
23-00049-01	CMS Mechanical Services		Contractor Registration - Plumbing	2/17/2023			\$0.00
23-00050-01	BMR Pool & Patio		Contractor Registration - General	2/23/2023			\$125.00
23-00051-01	BMR Pool & Patio	327 McMakin Rd	Pool/Spa (inground)	2/28/2023	\$542,000.00		\$825.00
23-00052-01	River Electric		Contractor Registration - Electrical	2/21/2023			\$0.00
23-00054-01	Backyard Butchers	2201 E. FM 407	Temporary Food Permit	2/24/2023			\$35.00
23-00055-01	Paschal Home Services DFW, LLC		Contractor Registration - Plumbing	2/22/2023			\$0.00
23-00056-01	Aquazul Electric		Contractor Registration - Electrical	2/24/2023			\$0.00
23-00057-01	Electra Plus		Contractor Registration - Electrical	2/27/2023			\$0.00
23-00059-01	Bluebonnet Plumbing Services		Contractor Registration - Plumbing	2/28/2023			\$0.00
23-00060-01	ICE HVAC LLC		Contractor Registration - Mechanical	2/28/2023			\$0.00
23-00061-01	Enoch Electric, LLC		Contractor Registration - Mechanical	2/28/2023			\$0.00
23-00062-01	Robbie Rob's Plumbing		Contractor Registration - Plumbing	2/28/2023			\$0.00
23-00063-01	Delta Heat and Air		Contractor Registration - Mechanical	2/28/2023			\$0.00



TOWN COUNCIL COMMUNICATION

DATE March 21, 2023

FROM: Tammy Dixon

AGENDA ITEM: Consider approval of the February 21, 2023, regular meeting minutes.

SUMMARY:

The Town Council held a regular meeting on February 21, 2023.

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Approve the meeting minutes for the regular meeting held on February 21, 2023.

ATTACHMENTS:

February 21, 2023, regular meeting minutes.

**THE BARTONVILLE TOWN COUNCIL REGULAR MEETING HELD ON THE 21st DAY OF
FEBRUARY 2023, AT 1941 E. JETER ROAD, BARTONVILLE, TEXAS 6:30 P.M.**

Item F1.

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

Jaclyn Carrington, Mayor
Clay Sams, Mayor Pro Tem
Jim Roberts, Councilmember Place 1
Matt Chapman, Councilmember Place 2
Keith Crandall, Councilmember Place 4
Josh Phillips, Councilmember Place 5

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

A. CALL REGULAR MEETING TO ORDER

Mayor Carrington called the regular meeting to order at 6:31 p.m.

B./C. CLOSED SESSION/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 6:30 p.m. and reconvened into open session at 7:00 p.m. in accordance with the Texas Government Code regarding:

1. *Section 551.071 Consultation with Town Attorney, and Section 551.074 Personnel:* To deliberate and consider the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of public officers or employees; to wit: Town Engineer, and any and all legal issues related thereto. **No Action Taken.**

Mayor Carrington moved to Item I. 3.

- I.3. Discuss and consider approval of a resolution declaring lack of confidence in the Town Engineer and removal of the Town Engineer pursuant to Texas Local Government Code Section 22.077(b), and authorizing the Town Administrator to terminate the Professional Services Agreement with Teague Nall and Perkins, Inc. on behalf of the Town.

Councilmember Chapman moved to approve Resolution No. 2023-03 declaring lack of confidence in the Town Engineer and removal of the Town Engineer pursuant to Texas Local Government Code Section 22.077(b), and authorized the Town Administrator to terminate the Professional Services Agreement with Teague Nall and Perkins, Inc. on behalf of the Town. Councilmember Roberts seconded the motion.

VOTE ON THE MOTION

AYES: Phillips, Chapman, Sams, Crandall, Roberts
NAYS: None
VOTE: 5/0

D. PLEDGE OF ALLEGIANCE

Mayor Carrington led the pledge of allegiance.

E. PRESENTATIONS

1. Salvation Army Mayors Red Kettle Challenge

Bridget McIntosh with the Salvation Army presented a Certificate of Appreciation to the Town for participating the Red Kettle Mayoral Challenge to raise funds for year 'round programs. She stated the town's team ranked third in the number of bell ringers and the amount of dollars raised on Saturday, December 10th raising just over \$1100.

F. PUBLIC PARTICIPATION

There were none.

G. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Denton County Emergency Services District #1 - Ricky Vaughan, Fire Chief.

Chief Vaughan introduced himself and provided a summary of his background. He provided an update on the status of the district including steps he has taken since his appointment, new policies that were being put in place and answered questions from the Town Council. Chief Vaughn also advised that updates will be provided to each Town Council located within the District in April, July and October.

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

Chief Dowell reviewed the January statistics and answered questions from the Town Council. Chief Dowell announced the department finally took position of the new vehicle that was ordered 18 months ago and announced the Department would be participating in National Drug Take Back Day, Saturday April 22nd.

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

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

4. Town Secretary - Update on the May 6, 2023 General Election.

Ms. Dixon stated that there were no unopposed candidates for the May 6, 2023, election, therefore an item will be brought forward in March to cancel the election. Ms. Dixon further stated Denton County would still be utilizing Town Hall as a polling location for early voting and election day.

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 January 17, 2023, regular meeting minutes.

Councilmember Phillips moved to approve consent agenda item 1. Councilmember Crandall seconded the motion.

VOTE ON THE MOTION

AYES: Phillips, Chapman, Sams, Crandall, Roberts
NAYS: None
VOTE: 5/0

I. REGULAR ITEMS

2. First Reading of a resolution concerning the approval of a Type B Economic Development Project and Third Amended and Restated Performance Agreement by and between the Bartonville Community Development Corporation, and Cloud 9 Management LLC.

Ms. Dixon provided the first reading of the resolution. No action was taken.

3. ***(Note Item 3 was considered following Item C.)***

Discuss and consider approval of a resolution declaring lack of confidence in the Town Engineer and removal of the Town Engineer pursuant to Texas Local Government Code Section 22.077(b), and authorizing the Town Administrator to terminate the Professional Services Agreement with Teague Nall and Perkins, Inc. on behalf of the Town.

4. Second Reading of a resolution concerning the approval of a Type B Economic Development Project and Third Amended and Restated Performance Agreement by and between the Bartonville Community Development Corporation, and Cloud 9 Management LLC.

Ms. Dixon provided the second reading of the resolution. No action was taken.

5. Presentation by Westwood Professional Services, Inc.

Christopher Cha presented an overview of Westwood Professional Services and answered questions from the Town Council.

6. Discuss and consider approval of a Consultant Services Contract with Westwood Professional Services, Inc. (formerly Pacheco Koch) for engineering services; and authorization for the Town Administrator to execute same on behalf of the Town.

Councilmember Phillips moved to approve a Consultant Services Contract with Westwood Professional Services, Inc. (formerly Pacheco Koch) for engineering services; and authorized the Town Administrator to execute same on behalf of the Town. Councilmember Roberts seconded the motion.

VOTE ON THE MOTION

AYES: Phillips, Chapman, Sams, Crandall, Roberts
NAYS: None
VOTE: 5/0

7. Discuss and consider approval of a resolution amending the Annual Contract for Miscellaneous Pavement Repair and Drainage Improvements between the Town of Bartonville and SPI Asphalt, LLC., and authorizing the Town Administrator to execute contract documents.

Mr. Chambers stated the Annual Contract for Miscellaneous Pavement with SPI, LLC was awarded in November 2021 and renewed in 2022. The agreement was extended and amended to add additional unit items not previously included in the original agreement. The 2021 pricing levels have become problematic due to materials and labor cost increases. SPI is requesting updated unit pricing. The Town Engineer has reviewed the proposed pricing and has stated the increases are reasonable and within what is being seen across the industry.

Mayor Pro Tem Sams moved to approve Resolution No. 2023-04 amending the Annual Contract for Miscellaneous Pavement Repair and Drainage Improvements between the Town of Bartonville and SPI Asphalt, LLC., and to authorize the Town Administrator to execute contract documents. Councilmember Crandall seconded the motion.

VOTE ON THE MOTION

AYES: Phillips, Chapman, Sams, Crandall, Roberts
NAYS: None
VOTE: 5/0

8. Discuss and consider appointing members to the ad hoc Special Events Advisory Committee.

Councilmember Roberts requested to extend the application period to apply for the Committee. A discussion then ensued regarding how members would be selected. Mayor Pro Tem Sams suggested the two members of Town Council appointed to the Committee review the applications and bring back their recommendations to the Town Council to consider. The Town Council concurred.

Councilmember Chapman moved to appoint Keith Crandall and Jim Roberts to the council positions on the Special Events Committee; and moved to extend the application deadline to March 1, 2023. Councilmember Phillips seconded the motion.

VOTE ON THE MOTION

AYES: Phillips, Chapman, Sams, Crandall, Roberts
NAYS: None
VOTE: 5/0

9. Discuss and act on a resolution concerning the approval of a Type B Economic Development Project and Third Amended and Restated Performance Agreement by and between the Bartonville Community Development Corporation, and Cloud 9 Management LLC.

Ms. Dixon stated a Performance Agreement between the Board and Cloud 9 Management LLC (Kim Cloud) was approved in April 2019, and amended the agreement in 2020 and 2021, to provide financial assistance for the construction of Cloud 9 Salon and Spa. She explained due to required architectural design changes, project cost negotiations and cost of materials, the groundbreaking of the project was delayed to January of 2023.

Ms. Dixon stated on February 8, 2023, the Bartonville Community Development Corporation Board approved a Third Amended and Restated Performance Agreement by and between the Community Development Corporation, and Cloud 9 Management LLC amending the dates of Section 4 of the agreement to coincide with the new construction completion date of early 2024.

Councilmember Crandall moved to approve a Resolution No. 2023-05 concerning the approval of a Type B Economic Development Project and Third Amended and Restated Performance Agreement by and between the Bartonville Community Development Corporation, and Cloud 9 Management LLC. Councilmember Roberts seconded the motion.

VOTE ON THE MOTION

AYES: Phillips, Chapman, Sams, Crandall, Roberts

NAYS: None

VOTE: 5/0

J. FUTURE ITEMS

Councilmember Crandall requested that short-term rentals be added to a future agenda for discussion.

K. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 7:58 p.m.

APPROVED this the 21st day of March 2023.

Approved:

Jaclyn Carrington, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE March 21, 2023

FROM: Tammy Dixon

AGENDA ITEM: Consider approval of the March 3, 2023, work session minutes.

SUMMARY:

The Town Council held a work session on March 3, 2023.

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Approve the meeting minutes for the work session held on March 3, 2023.

ATTACHMENTS:

March 3, 2023, work session minutes.

THE BARTONVILLE TOWN COUNCIL WORK SESSION HELD ON THE 3rd DAY OF MARCH 2023, AT 1941 E. JETER ROAD, BARTONVILLE, TEXAS 2:00 P.M.

Item F2.

The Town Council met in a work session with the following members present:

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

and with the following members absent: Jim Roberts, Councilmember Place 1; and Josh Phillips, Councilmember Place 5

constituting a quorum with the following members of the Town Staff participating: Thad Chambers, Town Administrator; Tammy Dixon, Town Secretary; Chris Cha, Town Engineer.

A. CALL WORK SESSION TO ORDER

Mayor Carrington called the work session to order at 6:31 p.m.

B. PLEDGE OF ALLEGIANCE

Mayor Carrington led the pledge of allegiance.

C. PUBLIC PARTICIPATION

There were none.

D. DISCUSSION ITEM

1. Presentation by GeoSolutions and discussion regarding geogrid products and pavement repair options.

Marcus Long, Business Development Manager for GeoSolutions, provided a presentation regarding Geosynthetics Usage for subgrade stabilization and pavement optimization (file on copy with Town Secretary) and answered questions from the Town Council.

K. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 3:05 p.m.

APPROVED this the 21st day of March 2023.

Approved:

Jaclyn Carrington, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE March 21, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Accept Certification of Unopposed Candidates and adopt a resolution cancelling the May 6, 2023, General Election.

SUMMARY:

In accordance with State Law, a general election has been ordered for May 6, 2023, to elect three councilmembers Places 1, 3 and 5 to serve on the Town Council.

The filing deadline for placement on the ballot and declaration of write-in candidacy has passed and each candidate is unopposed. Title 1, Chapter C, Subsection C, Section 2.053 of the Texas Election Code authorizes a governing body of a political subdivision, by order, to declare each unopposed candidate elected to office and cancel the election.

As the authority responsible for having the official ballot prepared, I am presenting the certification that the following candidates are unopposed for election to office in the election scheduled for May 6, 2023:

Jim Roberts	Councilmember Place 1
Clay Sams	Councilmember Place 3
Margie Arens	Councilmember Place 5

Per State Law the candidates cannot take office until the regular canvassing period would have taken place. The newly elected members will be issued a certificate of election at take their Oath of Office at the May 16, 2023, regular meeting.

FISCAL INFORMATION: N/A

RECOMMENDED MOTION OR ACTION:

Move to accept the Certification of Unopposed Candidates and adopt a resolution cancelling the May 6, 2023, General Election.

ATTACHMENTS:

- Certificate of Unopposed Candidates
- Resolution

Town of Bartonville, Texas
Certification of Unopposed Candidates

I, Tammy Dixon, certify that I am the Town Secretary of the Town of Bartonville, Texas and the authority responsible for preparing the ballot for the May 6, 2023, town election. I further certify that no person has made a declaration of write-in candidacy, and all of the following candidates are unopposed:

<u>Candidate</u>	<u>Place</u>
Jim Roberts	Place 1
Clay Sams	Place 3
Margie Arens	Place 5



Dated this 27th day of February, 2023.



Tammy Dixon, Town Secretary

RESOLUTION NO. 2023-____**AN RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE CANCELLING THE MAY 6, 2023, GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING THAT THIS RESOLUTION SHALL BE CUMULATIVE OF ALL RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Town of Bartonville, Texas ("Town") is a Type A General Law Municipality located in Denton County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, in accordance with law a general election has been ordered for May 6, 2023, for the purpose of electing Town Council members Place 1, Place 3, and Place 5 to serve on the Town Council of the Town of Bartonville; and

WHEREAS, the Town Secretary has certified in writing that each candidate on the ballot is unopposed for election to office (Exhibit A); and

WHEREAS, the filing deadlines for placement on the ballot has passed; and

WHEREAS, in these circumstances Subchapter C of Chapter 2 of the Election Code authorizes a governing body to declare each unopposed candidate elected to office and to cancel the election.

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

SECTION 1.

The following candidates, who are unopposed in the May 6, 2023, general election are hereby declared elected to office, and shall be issued a certificate of election following the time the election would have been canvassed:

<u>Candidate</u>	<u>Place</u>
Jim Roberts	Place 1
Clay Sams	Place 3
Margie Arens	Place 5

SECTION 2.

The May 6, 2023, General Election is hereby cancelled and the Town Secretary is directed to cause a copy of an Order of Cancellation to be posted on Election Day at each polling place that would have been used in the election (Exhibit B).

SECTION 4.

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this resolution are severable, and if any phrase, clause sentence, paragraph or section of this resolution shall 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 and sections of this resolution, since the same would have been enacted by the Town Council without the incorporation in this resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5.

This Resolution be in effect from and after its passage and it is so ordained.

PASSED AND APPROVED THIS 21st DAY OF MARCH 2023.

Jaclyn Carrington, Mayor

ATTEST:

Tammy Dixon, Town Secretary

ORDER OF CANCELLATION *ORDER DE CANCELACIÓN*

The Town of Bartonville, Texas hereby cancels the election scheduled to be held on May 6, 2023, in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El Town of Bartonville por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 6 de Mayo 2023 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate (<i>Candidato</i>)	Office Sought (<i>Cargo al que presenta candidatura</i>)
Jim Roberts	Councilmember Place 1
Clay Sams	Councilmember Place 3
Margie Arens	Councilmember Place 5

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Dated March 21, 2023

Jaclyn Carrington, Mayor (*alcalde masculino*)

Tammy Dixon, Town Secretary (*Secretario*)



TOWN COUNCIL COMMUNICATION

DATE March 21, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of a Consultant Services Agreement with Eddie Peacock, PLLC, for services relating to financial management support; and authorization for the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Town has an agreement with William Spore for bookkeeping/financial related to the preparation of the annual audit. Mr. Spore began preparation in January; however, to date has not forwarded his work to the auditors nor has he been able to be reached.

The process of preparing the balance sheets and closing the Fiscal year 2021-22 must be initiated from the beginning to prepare for the audit.

The Town has an agreement with Cheryl Davenport, CPA, for financial management support; however, due to her schedule she is not able to assist with this endeavor.

Staff is proposing to enter into a professional service agreement with Mr. Eddie Peacock to assist in the preparation of the Fiscal Year 2021-22 audit and financial services. Mr. Peacock has many years of experience with municipal finances, is familiar with the Town's accounting software, and has prior work experience with the Town's auditing firm.

The rate of services provided by Mr. Peacock is \$125 per hour. Once Mr. Peacock provides the initial assistance with preparation for the audit, he will be utilized on an as-needed basis throughout the fiscal year.

FISCAL INFORMATION:

Budgeted Line Item: 100-10-5082 Audit & Accounting Expense

RECOMMENDED MOTION OR ACTION:

Move to approve a Consultant Services Agreement with Eddie Peacock, PLLC, for services relating to financial management support; and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

Draft Agreement

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made and entered into as of this _____, by and between the Town of Bartonville, Texas ("Client") and Eddie Peacock, PLLC, with offices at 102 Brookside Drive, Grapevine, Texas 76051.

WHEREAS EDDIE PEACOCK, PLLC is in the business as a consultant to local government regarding financial management support, including fiscal, administrative, and technology matters.

WHEREAS Client desires to engage EDDIE PEACOCK, PLLC for a project relating to the above mentioned and other areas of expertise.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Client and EDDIE PEACOCK, PLLC agree as follows:

1. EDDIE PEACOCK, PLLC's Engagement

- (a) Client hereby engages EDDIE PEACOCK, PLLC and Client agree that this engagement is fully described and will be carried out in accordance with the terms and conditions contained within Appendix "A" (attached), and hereby made a part of this document by reference.
- (b) EDDIE PEACOCK, PLLC shall undertake and accomplish the Engagement with standards acceptable to Client. In carrying out the Engagement, EDDIE PEACOCK, PLLC shall maintain liaison with the Town Administrator, or such other employee of Client as Client may designate.

2. Scope of Engagement and Fees

- (a) EDDIE PEACOCK, PLLC services will generally fall within those required to provide staff support and training. The productivity of the EDDIE PEACOCK, PLLC personnel will be reliant on Client staff's efficient use of resources and management of priorities and projects. On site days to be scheduled at the request of the Town Administrator and subject to the availability of EDDIE PEACOCK, PLLC.
- (b) The work may be on site or off-site via remote connection, or in consultation via phone, fax or email. At the conclusion of the term, EDDIE PEACOCK, PLLC will provide options for the Town to extend or renew this agreement. The fees will be charged per the following schedule:

The services of Eddie Peacock are to be billed at the rate of \$125 per hour plus round-trip mileage at the current IRS rate.

- (c) Services provided by the firm of Eddie Peacock, PLLC and not performed by Eddie Peacock:

Nichola Peacock: \$75/ hour (6 hours minimum per on-site visit), plus round-trip mileage at the current IRS rate.

Clerical services shall bill at the rate of \$50 per hour plus round-trip mileage at the current IRS rate.

Eddie Peacock, PLLC shall provide Client with an accurate accounting of time spent on the project, either on site or otherwise.

3. Independent Contractor Status

EDDIE PEACOCK, PLLC shall be an independent contractor and EDDIE PEACOCK, PLLC acknowledges, and confirms to client, its status as that of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including but not limited to taxes or employee benefits. EDDIE PEACOCK, PLLC will be solely responsible for payment of any and all taxes and insurance. EDDIE PEACOCK, PLLC will submit to Client upon request, evidence of compliance with the provisions of this paragraph in a form and manner satisfactory to Client.

4. Power to Act on Behalf of Client

EDDIE PEACOCK, PLLC shall not have any right, power or authority to create any obligation, express or implied, or make representation on behalf of Client except as EDDIE PEACOCK, PLLC may be expressly authorized in advance in writing from time to time by Client and then only to the extent of such authorization.

5. Payment

Client shall pay to EDDIE PEACOCK, PLLC a fee based upon actual billed hours, unless otherwise specified in this document, based upon the rates identified in Section 2(b) above. EDDIE PEACOCK, PLLC will submit an invoice on a weekly basis. Payment is due no more than 10 days following the date the invoice is submitted by EDDIE PEACOCK, PLLC to Client.

6. Expenses

EDDIE PEACOCK, PLLC will be responsible for all out-of-pocket expenses, except for out-of-Town travel (airfares, hotel, rental car, and meals), which will be reimbursed at actual cost, as provided by receipts and other evidence provided to Client by EDDIE PEACOCK, PLLC. EDDIE PEACOCK, PLLC shall not incur such expenses without the express approval, in advance, of Client.

7. EDDIE PEACOCK, PLLC's Covenants

EDDIE PEACOCK, PLLC covenants to Client as follows:

- (a) EDDIE PEACOCK, PLLC will comply at all times with all applicable laws and regulations of any jurisdiction in which EDDIE PEACOCK, PLLC acts;
- (b) EDDIE PEACOCK, PLLC will comply with all applicable policies and standards and shall carry out the Project in a manner consistent with the ethical and professional standards of Client;
- (c) EDDIE PEACOCK, PLLC will comply at all times with all security provisions in effect from time to time at Client's premises, with respect to access to premises, and all materials belonging to Client;
- (d) EDDIE PEACOCK, PLLC shall not use Client's name in any promotional materials or other communications with third parties without Client's prior consent; and
- (e) EDDIE PEACOCK, PLLC is legally authorized to engage in business in the United States and will provide Client satisfactory evidence of such authority upon request.

8. Confidentiality

During the course of carrying out the Project, EDDIE PEACOCK, PLLC may have access to Confidential Information that relates to Client's past, present, or future. In connection therewith, the following subsections shall apply:

- (a) The Confidential Information may be used by EDDIE PEACOCK, PLLC only to assist EDDIE PEACOCK, PLLC in connection with the Project;
- (b) EDDIE PEACOCK, PLLC will protect the confidentiality of the Confidential Information in the same manner that EDDIE PEACOCK, PLLC protects its own confidential information of like kind. Access to the Confidential Information shall be restricted to EDDIE PEACOCK, PLLC and Client's personnel and EDDIE PEACOCK, PLLC shall not disclose Confidential Information to any third party;
- (c) The Confidential Information may not be copied or reproduced without Client's prior written consent;
- (d) Unless otherwise expressly authorized in writing by Client, all Confidential Information made available to EDDIE PEACOCK, PLLC, including copies thereof, shall be returned to Client upon the first to occur of (i) termination of this Agreement or (ii) request by Client; and
- (e) Nothing in this Agreement shall prohibit or limit EDDIE PEACOCK, PLLC's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to EDDIE PEACOCK, PLLC's knowledge, under an obligation to Client not to disclose such information, or (iv) which is or becomes publicly available through no breach by EDDIE PEACOCK, PLLC of this Agreement.

- (f) Due to the EDDIE PEACOCK, PLLC's access to Confidential Information, Client reserves the right to request a background report, should Client deem such report to be necessary.

9. Ownership

All materials prepared by EDDIE PEACOCK, PLLC for Client pursuant to this Agreement shall be owned exclusively by Client and EDDIE PEACOCK, PLLC hereby assigns to Client all rights in such materials and copyrights therein

10. Indemnification

To the extent permitted under Texas law, and subject to the last sentence of this Section 10, EDDIE PEACOCK, PLLC and Client shall indemnify and hold each other, their employees and agents, harmless from and against any claims, demands, loss, damage or expense (i) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of each other, (ii) resulting from any claim that EDDIE PEACOCK, PLLC is not an independent contractor, (iii) incurred by Client based on any claim that any deliverable or other materials delivered under this Agreement or use thereof by Client infringes any copyright, trade secret or other proprietary right of any third party or (iv) resulting from a breach by EDDIE PEACOCK, PLLC of the covenants under Section 7. Nothing in this provision shall require, or be deemed or construed to have required, the Client to assess or collect revenue or to create a sinking fund to satisfy any indemnity obligation in this Agreement.

11. Term

This Agreement shall be effective as of _____, 2023 and shall terminate as provided in Section 12 below.

12. Termination

- (a) Client may, upon giving fourteen (14) days' written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided EDDIE PEACOCK, PLLC shall not have cured such breach within the fourteen (14) day period.
- (b) In the event unsatisfactory results to the inquiry referred to in paragraph (f) of Section 7 are received, Client may terminate this Agreement without notice.
- (c) Either party may at any time terminate this Agreement upon giving thirty (30) days' written notice to the other party.
- (d) In the event this Agreement is terminated, EDDIE PEACOCK, PLLC shall be entitled to payment of all fees, as provided in Sections 4 and 5 respectively, incurred prior to the effective date of such termination.

- (e) Upon termination of this Agreement for any reason, EDDIE PEACOCK, PLLC will cease all activity on the Engagement and shall promptly provide to Client, without cost to Client, all work product and files developed by EDDIE PEACOCK, PLLC under this Agreement and all materials provided to EDDIE PEACOCK, PLLC by Client in connection with this Agreement.

13. Priority of this Agreement

This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof and supersedes any other agreements or understandings. It may be amended only by a writing duly signed by both of the parties hereto.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first below written.

Town of Bartonville, Texas

Eddie Peacock, PLLC

By: _____

By:

Date: _____

Date:

Town of Bartonville

Providing Finance Staff Support

Section I – Finance Staff Support

Definition

Providing Finance staff support is limited to providing support to Town Staff in analyzing and processing accounting information and preparing accounting and other financial reports, reconciliations and adjustments from information that is the representation of management. These reports offer no opinions or any other form of assurance on the fairness of the presentation of financial statements.

Process

I propose to conduct the following steps in the performance of these services:

Provide staff support for the Town of Bartonville:

1. Obtain general understanding of transactions and records of the Town of Bartonville:
 - a. Review prior financial statements and other financial data
 - b. Correspond with key personnel
2. Prepare accounting and financial reports as requested
3. Communicate with other Town Staff on analyzing and completing accounting reconciliations and adjustments.
4. Liaise with the external auditors in order to facilitate completion of the external audit field work in a timely manner; dependent upon the Town providing accounting records, files and other required information on a timely basis.
5. Direct supervision of Town Staff is not included in the scope of services

Section II – Personnel

Edward B. Peacock will be directly responsible to the Town for the timely and responsive performance of the services described herein. In this role, he will be responsible for coordinating all project activities, conducting analysis, and providing advisory services, as well as providing interim staff support.

Edward B. Peacock

Serving in or for the public sector since 1986, Edward has exposure to most financial functions within municipal government. Starting as an Administrative Financial Intern with the Town of Grand Prairie, Edward progressed to the Accounting Manager and Chief Accountant levels with the Cities of Keller, DeSoto and Flower Mound. Edward was involved in all areas of municipal finance, including investments, cash management, financial reporting and budget preparation. As an external consultant, Edward provides financial report preparation, interim staff support and impact fee analysis. He also works with clients on fiscal policies and management strategies that affect fiscal stewardship. His work on management consulting entails work related to improving client operational efficiency and effectiveness.

Appendix A

Nichola Y. Peacock

Nichola specializes in bank and general ledger reconciliations, process implementation and analysis. Her services provide an independent control on account reconciliations and credit card processes.

Nichola also has experience in budget preparation, analysis and publications.

Section III– Timing and Professional Fees

Timing

The Town of Bartonville will provide accounting records, files, and other required information on a timely basis in order to complete the project on schedule.

On site days to be scheduled at the request of the Town Administrator and subject to the availability of the Contractor.

Fees

Hourly Billing

The services of Eddie Peacock are to be billed at the rate of \$125 per hour plus round-trip mileage at the current IRS rate.

The services of Nichola Peacock are to be billed at the rate of \$75 per hour plus round-trip mileage at the current IRS rate.

Clerical services shall bill at the rate of \$50 per hour plus round-trip mileage at the current IRS rate.

A trip fee will be charged for on-site visits. TBD at time of request.

Eddie Peacock, PLLC shall provide Client with an accurate accounting of time spent on the project, either on site or otherwise.

The Town will be invoiced weekly for the hours worked; with payment terms due within ten (10) days of receipt.

Section IV – Conclusions

I am excited about this opportunity to provide professional services to the Town of Bartonville. This proposal attempts to match specific skills and tasks to the needs identified. I am willing to modify any element of this scope to better fit the needs of the Town.

Appendix A



TOWN COUNCIL COMMUNICATION

DATE March 21, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of an interlocal agreement between the Town of Bartonville and North Texas Central Council of Governments (NCTCOG) for grant funding to sponsor a tire collection event; and authorization for the Town Administrator to execute same on behalf of the Town.

SUMMARY:

NCTCOG is providing pass-through funding from the Texas Commission of Environmental Quality to support scrap tire collection events and scrap tire cleanups on public property for eligible entities in the North Central Texas region between April 1, 2023 and June 30, 2023. This grant is provided on a first-come, first serve basis. Staff applied for the grant and received notice that funding would be provided.

The funds will be used to remit the cost of a third-party scrap tire hauling and/or disposal vendor and the cost of properly disposing of the collected tires.

As part of the Town's annual spring cleanup event on April 15th the Town is hosting a scrap tire collection. The Town has procured Liberty Tires, a third-party contractor to collect the tires for the event. Liberty will provide a 53' trailer that will be dropped off for collection in the amount of \$2475. The grant will cover \$100% of the cost.

FINANCIAL INFORMATION:

RECOMMENDED MOTION OR ACTION:

Approve an interlocal agreement between the Town of Bartonville and North Texas Central Council of Governments (NCTCOG) for grant funding to sponsor a tire collection event; and authorization for the Town Administrator to execute same on behalf of the Town

ATTACHMENTS:

Liberty Tire Quote
NCTCOG Draft Agreement



Price Quote for Town of Bartonville Tire Round-Up

Tammy,

Thank you for the opportunity to quote on the tire clean-up event for the Town of Bartonville. We can either provide a 53' trailer for the city to load, or we can pick up the tires with our crew the week after the event. The price below is only for car, light truck, and large truck tires. We do not allow any heavy equipment or agricultural tires, or tires on rims.

Price quote per trailer:

\$2200.00/trailer (53' trailer)
\$275.00 trailer drop fee.

Price quote per tire:

\$3.30/tire for car/light truck/motorcycle
\$16.50/tire for 18-wheeler tires

Please let me know if you have any questions or need any additional information.

Sincerely,

Mark Salinas
Account Manager
Liberty Tire Recycling
210-665-8025
msalinas@libertytire.com

6830 West Laguna Road, San Antonio, Texas 78223
Office 877-865-2253, Fax 817-205-0461

**Interlocal Agreement
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS and
CITY OF BARTONVILLE**

1. AGREEMENT PARTIES

This Interlocal Agreement ("Agreement") is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement. This Agreement, including all Attachments, represents the entire Agreement between the parties.

Funding Agency: North Central Texas Council of Governments
Herein referred to as: NCTCOG

Subrecipient: City of Bartonville
Herein referred to as: SUBRECIPIENT

2. PURPOSE

The purpose of this Agreement is to define the scope of services for this solid waste implementation project and to ensure the project meets the provisions of §361.014(b) of the Texas Health and Safety Code and the regional solid waste management plan goals and objectives.

3. SERVICES

For the Scrap Tire Collection and Disposal Event(s), the SUBRECIPIENT shall complete all work as specified in this Agreement and all Attachments. The following are attached and incorporated into this Agreement:

- Attachment A – Scope of Work
- Attachment B – Project Budget and Detailed Cost Sheets
- Attachment C – Supplemental Funding Standards
- Attachment D – Funding Agency Requirements for Implementation Projects
- Attachment E – Reporting Forms and Deadlines

The SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the SUBRECIPIENT under this Agreement.

The SUBRECIPIENT shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with the funding agency and contractual requirements and any and all applicable law. NCTCOG may require the SUBRECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the SUBRECIPIENT to ensure that such reports and services fulfill the purposes of this Agreement. The SUBRECIPIENT shall make the required corrections or revisions without additional cost to NCTCOG.

Neither NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and the SUBRECIPIENT shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney's fees and court costs caused by the SUBRECIPIENT'S negligent performance of any of the services furnished under this Agreement.

The obligations of the SUBRECIPIENT under this Article are in addition to the SUBRECIPIENT'S other express or implied assurances under this Agreement or applicable law.

4. TERM OF AGREEMENT

This Agreement is effective on the date signed by the last party and shall terminate on August 31, 2023, unless terminated earlier as provided herein.

5. AVAILABILITY OF FUNDS

The source of the funds provided by the Texas Commission on Environmental Quality (TCEQ) is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suit or obligation, as applicable. In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and SUBRECIPIENT has no further duty to perform under terms of this Agreement, and the agreement is terminated.

6. REIMBURSEMENTS AND PAYMENTS

The funding amount under this Agreement shall not exceed \$2,475.00 as detailed in Attachment B. All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment C and D. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment C and D.
- NCTCOG is not liable to the SUBRECIPIENT for costs paid or performance rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by SUBRECIPIENT and billed to NCTCOG by June 30, 2023 in order to be eligible for reimbursement. NCTCOG is not liable for any costs paid by SUBRECIPIENT in the performance of this Agreement that have not been billed to NCTCOG by June 30, 2023.

The SUBRECIPIENT must submit a Request for Reimbursement Form as soon as possible upon completion of the event and payment of the invoices. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make a reimbursement payment unless all required items have been provided and are deemed to be accurate. NCTCOG will not reimburse or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.

7. TERMINATION

Termination for Cause. NCTCOG may, upon providing 10 days' written notice and the opportunity to cure to the SUBRECIPIENT, terminate this Agreement for cause if SUBRECIPIENT materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice NCTCOG's other remedies authorized by this Agreement or by law.

Termination for Convenience. NCTCOG may, upon providing 10 days' written notice to the SUBRECIPIENT, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of NCTCOG or the SUBRECIPIENT. SUBRECIPIENT may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination as mutually agreed. SUBRECIPIENT shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

If, after termination for cause by NCTCOG, it is determined that the SUBRECIPIENT had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of NCTCOG.

Upon receipt of a termination notice the SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in progress.

8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

Representatives. The individual(s) named below are the representatives of NCTCOG and the SUBRECIPIENT. They are authorized to give and receive communications and direction on behalf of NCTCOG and the SUBRECIPIENT as indicated below. All communications including official Agreement notices must be addressed to the appropriate representative or his or her designee.

Changes in Representatives. Either party may change its representative by unilateral amendment.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in Agreement unless NCTCOG's Executive Director has delegated that person to have such authority. The designated NCTCOG representative will provide direction to the SUBRECIPIENT on contractual and technical matters.

Project Representative:

Breanne Johnson, Environment & Development
Planner II
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL: (817) 695-9148 FAX: (817) 695-9191
Email: bjohnson@nctcog.org

Alternate Contact to Project Representative:

Hannah Allen, Environment & Development
Planner III
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL: (817) 608-2368 FAX: (817) 695-9191
Email: hallen@nctcog.org

The SUBRECIPIENT hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as the Project Representative in contractual and technical matters:

Project Representative:

Tammy Dixon, Town Secretary
 1941 E. Jeter Road
 Bartonville, TX 76226
 TEL: 817-693-5280
 Email: tdixon@townofbartonville.com

Alternate Contact to Project Representative:

Electronic Signatures. Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

Records Location. The SUBRECIPIENT designates the following (physical) location for record access and review pursuant to any applicable provision of this Agreement.

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

9. COMPLIANCE WITH APPLICABLE LAWS

The activities funded under this Agreement, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, permits, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- Chapters 361, 363, and 364 of the Texas Health and Safety Code
- Title 30 TAC Chapter 330, Subchapter O, TCEQ Rules
- Title 30 TAC Chapter 14, TCEQ Rules
- The Uniform Grant and Contract Management Act, Texas Government Code, §§ 783.001 et seq., the Uniform Grant and Contract Standards, 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts effective March 14, 2021, the rules are applicable by agreement under this grant), and the Uniform Grant Management Standards (UGMS) issued by CPA and formerly by the Texas Office of the Governor. The Texas Uniform Grant Management Standards (UGMS) is defined to include its successor guidance, Texas Grant Management Standards, the terms of which shall control for purposes of this contract effective January 1, 2022.
- General Appropriations Act, 84th Regular Legislative session
- Pursuant to Chapter 391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

10. AGREEMENT AMENDMENTS

Agreement Changes/Adjustments. NCTCOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for Agreement changes. Agreement changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. Agreement changes such as: 1) an increase or decrease in the amount of compensation to the SUBRECIPIENT; 2) an extension or shortening of the term of the Agreement; 3) a significant change, as deemed by NCTCOG, in the scope of the Agreement or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG's Executive Director, would require a written amendment to the Agreement signed by both parties.

Budget Amendments. The SUBRECIPIENT must receive written consent of the NCTCOG representative for any budget changes. Any budget change that increases the total cost in Attachment B, and not to exceed payment amount in Article 6, requires an amendment to this Agreement.

Extension of Agreement. No extension for the term of the agreement will be allowed.

11. SUBRECIPIENT MONITORING

NCTCOG reserves the right to conduct onsite reviews, require additional documentation, require additional training and/or impose other specific conditions to address or minimize potential risk related to this Agreement, and in accordance with underlying grant requirements.

12. ADDITIONAL GENERAL TERMS AND CONDITIONS

No Debt against the State. This Agreement is contingent on the continuing appropriation of funds. This Agreement shall not be construed to create debt against the State of Texas.

UGMS. Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Agreement, including the criteria for Allowable Costs. Additional federal requirements apply if this Agreement is funded, in whole or in part, with federal funds.

No Interest for Delayed Payment. Because the SUBRECIPIENT is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

Audit of Funds. The SUBRECIPIENT understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, or any successor agency, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT further agrees to fully cooperate with NCTCOG or its successor in the conduct of the audit or investigation, including providing all records requested. SUBRECIPIENT shall ensure that this clause concerning the audit of funds accepted under this Agreement is included in any subcontract it awards.

Financial Records. SUBRECIPIENT shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request SUBRECIPIENT shall submit records in support of reimbursement requests. SUBRECIPIENT shall allow access during business hours to its financial records by NCTCOG and state agencies for the purpose of inspection and audit. Financial records regarding this Agreement shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

If requested by NCTCOG, the SUBRECIPIENT agrees to provide to NCTCOG the additional expense records and documentation materials, appropriate for the expense, for the time period requested. NCTCOG will provide reasonable time for SUBRECIPIENT to comply with the request for additional documentation and will allow reasonable time for SUBRECIPIENT to respond to findings of noncompliance or other issues.

Responsibility for the Scope of Work. SUBRECIPIENT undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the NCTCOG nor as a NCTCOG agent or employee. SUBRECIPIENT agrees that the Scope of Work is furnished and performed at SUBRECIPIENT's sole risk as to the means, methods, design, processes, procedures and performance.

Inventory System. The Performing Party and its subrecipients must have an inventory system that maintains track of equipment, controlled assets, and also, all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated for the same types of items, for example, roll-off bins, recycling bins/carts). The inventories shall include purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997).

Independent Contractor. The parties agree that the SUBRECIPIENT is an independent contractor. Nothing in this Agreement shall create an employee-employer relationship between SUBRECIPIENT and NCTCOG. Nothing in this Agreement shall create a joint venture between NCTCOG and the SUBRECIPIENT.

Responsibilities for Subcontractors. The SUBRECIPIENT'S contractual costs must comply with allowable cost requirements. SUBRECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the SUBRECIPIENT under this Agreement shall be in accordance with the (UGMS) and other applicable procurement laws. The SUBRECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBRECIPIENT shall ensure that all subcontractors comply with all provisions required by this Agreement. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect Agreement with SUBRECIPIENT shall be considered to be the acts and omissions of SUBRECIPIENT.

No Third Party Beneficiary. NCTCOG does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between NCTCOG and any of the SUBRECIPIENT's subcontractors, suppliers or other persons or organizations with a contractual relationship with the SUBRECIPIENT.

Time is of the Essence. SUBRECIPIENT's timely performance is a material term of this Agreement.

Delays. Where SUBRECIPIENT's performance is delayed, except by Force Majeure or act of the NCTCOG, NCTCOG may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of NCTCOG).

Conflict of Interest. SUBRECIPIENT shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by SUBRECIPIENT or any related entity or individual, SUBRECIPIENT shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of SUBRECIPIENT, or members of their immediate families, or paid by subcontractors or subrecipients; or
- ii. Any organizational conflicts of interest between SUBRECIPIENT and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without NCTCOG's written consent in the form of a unilateral amendment. SUBRECIPIENT agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

Quality and Acceptance. All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of the NCTCOG. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

Quality Assurance. All work performed under this Agreement that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and Environmental Protection Agency (EPA) requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to SUBRECIPIENT's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, SUBRECIPIENT's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

Laboratory Accreditation. Any laboratory data or analyses provided under this Agreement must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

Third Party Intellectual Property. Unless specifically modified in an amendment or waived in a unilateral amendment, SUBRECIPIENT must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Agreement. SUBRECIPIENT shall obtain and furnish to NCTCOG and TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for NCTCOG and TCEQ non-commercial purposes, and other purposes of the State of Texas.

Grant of License. SUBRECIPIENT grants to NCTCOG and TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial NCTCOG or TCEQ purpose any preexisting intellectual property belonging to the SUBRECIPIENT that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Agreement, and associated user documentation.

Insurance. Unless prohibited by law, the SUBRECIPIENT, and all Contractors performing Agreement activities on behalf of the Subrecipient, shall obtain and maintain during the Agreement period adequate insurance coverage sufficient to protect the SUBRECIPIENT and the NCTCOG from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

Indemnification. TO THE EXTENT AUTHORIZED BY LAW, THE SUBRECIPIENT SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF SUBRECIPIENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NCTCOG AND TCEQ AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS,

INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

Payment of a Release. Neither payment by NCTCOG nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of SUBRECIPIENT from liability under this Agreement.

Schedule of Remedies available to the NCTCOG. The following Schedule of Remedies applies to this Agreement. In the event of SUBRECIPIENT's nonconformance, NCTCOG may do one or more of the following:

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the NCTCOG;
- Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- Suspend all or part of the Agreement activities or payments, or both, pending accepted revision of the nonconformity;
- Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

Opportunity to Cure. The SUBRECIPIENT will have a reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.

Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Agreement or applicable law does not preclude or limit the exercise of any other remedy available under this Agreement or applicable law.

The parties agree that this Agreement does not waive any sovereign immunity to which either party is entitled by law.

Survival of Obligations. Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for four (4) years beyond the termination or completion of the Agreement, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Agreement or which in NCTCOG's opinion is related to the subject matter of the Agreement. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

Delivery of Notice. Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

Interpretation of Time. All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

State, Federal Law. This Agreement is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

Severability. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

Assignment. No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by SUBRECIPIENT will be binding on NCTCOG without its written consent, except as restricted by law. No assignment will release or discharge the SUBRECIPIENT from any duty or responsibility under the Agreement.

Venue. The SUBRECIPIENT agrees that any cause of action involving this Agreement arises solely in Tarrant County, Texas.

Publication. The SUBRECIPIENT must acknowledge the financial support of NCTCOG and TCEQ whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using the following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.:

“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase “Funded by TCEQ.” Consult with NCTCOG Project Representative to obtain TCEQ logo and for guidance on the proper display.

SUBRECIPIENT agrees to notify NCTCOG five (5) days prior to the publication or advertisement of information related to this Agreement. SUBRECIPIENT agrees not to use the NCTCOG or TCEQ logo or the NCTCOG or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate NCTCOG or TCEQ authority.

Waiver. With the exception of an express, written waiver in the form of a unilateral amendment signed by NCTCOG, no act or omission will constitute a waiver or release of SUBRECIPIENT’s obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

Compliance with Laws. NCTCOG relies on SUBRECIPIENT to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

Counterparts. This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

Accessibility. All electronic content and documents created as deliverables under this Agreement must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless NCTCOG agrees that exceptions or exemptions apply.

Internal Compliance Program. NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

Town of Bartonville

Signature

Printed Name

Title

Date

North Central Texas Council of Governments

Michael Eastland
Executive Director

Mike Eastland
Printed Name

Executive Director

Title

Date

ATTACHMENT A
SCOPE OF WORK

NCTCOG is providing pass-through funding from the TCEQ to support scrap tire collection events and scrap tire cleanups on public property for eligible entities in the North Central Texas region between April 1, 2023 and June 30, 2023. These funds will be used to remit the cost of a third-party scrap tire hauling and/or disposal vendor and the cost of properly disposing of the collected tires.

The Town of Bartonville will host a one-day scrap tire collection event on April 15, 2023 as part of the Town's annual spring cleanup event. The Town of Bartonville is responsible for all activities related to coordinating this event and procuring a third-party contractor to collect the tires. Additionally, the Town of Bartonville is responsible for providing or procuring staffing for the event, promoting the event, and providing any equipment or other materials needed for the event.

The Town of Bartonville will also be required to provide a reimbursement request, backup documentation, and tire manifests to NCTCOG in order to be reimbursed for these related expenses.

ATTACHMENT B
PROJECT BUDGET AND DETAILED COST SHEETS

Table 1: Project Budget

Budget Categories	Funding Approved
Equipment (unit cost of \$5,000 or more, and Controlled Assets up to \$4,999)	\$0
Contractual (other than for Construction)	\$2,475.00
Construction	\$0
Detailed "Other" Expenses Budget	\$0
TOTAL COST	\$2,475.00

LIST MATCHING DETAILS

NOTE: Appropriate documentation must be included in order to receive credit for any eligible matching items. (i.e. proof of payment, proof of value etc).

No matching funds were provided.

DETAILED BUDGET SHEET - Contractual

This budget sheet should be completed if any expenses are entered for Contractual services in Table 1: Project Budget; otherwise omit. \$2,475.00

All Contractual expenses **must** be pre-approved by NCTCOG. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the SUBRECIPIENT other than those related to construction. All local government municipal laws and regulations, including UGMS, for bidding and Contractual for services must be followed during the project period.

Any expenses (including legal fees, staff time, travel and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are **not** allowable under this program.

The following is an itemized list of the Contractual expenses associated with the funded project, with as many specifications as possible:

Contractual	Costs
Contractor to Transport and Dispose of Scrap Tires Collected; including tire disposal fees	\$2,475.00

ATTACHMENT C
ELIGIBLE EXPENSE STANDARDS

Contractual Expenses

All outlays that fall within the “Contractual” category of the budget shall be itemized by the SUBRECIPIENT on the Reimbursement Request Form.

No Contractual expenditures are eligible for reimbursement under this Agreement, unless such Agreements' scope of work has been approved ahead of time, in writing, by NCTCOG. Any amendments to the SUBRECIPIENT'S subcontract authorization for reimbursement under this Agreement, whether or not such subcontract required NCTCOG's pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, must be approved in writing by NCTCOG.

Contractual expenses include professional (subcontracted) services. The SUBRECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the SUBRECIPIENT'S own internal policies and procedures. In addition, the SUBRECIPIENT is required to maintain documentation that the costs paid for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

In addition to the itemized Reimbursement Request Form, the SUBRECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order and an invoice, plus a copy of the check showing payment or bank transmittal.

ATTACHMENT D

FUNDING AGENCY STANDARDS FOR IMPLEMENTATION GRANTS

In addition to the standards set forth in applicable law and regulations, the standards outlined below apply to all uses of the solid waste grant funds. These funding agency standards and limitations apply to all implementation project activities funded under this Agreement. The SUBRECIPIENT is responsible for ensuring compliance with these standards. Furthermore, at the discretion of NCTCOG and the funding agency, the Texas Commission on Environmental Quality (TCEQ), may deem certain expenses ineligible that are not explicitly stated in these Funding Standards. The SUBRECIPIENT should coordinate with NCTCOG to determine eligibility of all expenses prior to incurring project expenses.

General Standards

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Agreement and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state Agreements by the Texas Facilities Commission.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Agreement through either a pass-through grant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d), TCEQ Regulations, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit and not-for-profit non-governmental entities.
6. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement and comply with **Attachment C**.
7. A project or service funded under this Agreement must be consistent with the NCTCOG Regional Solid Waste Plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal and were funded from a source other than a previous solid waste grant, may not be funded.
10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, Agreements for services of a lobbyist, or for dues to an organization, which employs or otherwise Agreements for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility,

including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within the boundaries of a permitted facility. The applicant and/or NCTCOG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by NCTCOG.

15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

Local Enforcement. Funds may not be provided to any law enforcement agency regulated by Texas Occupational Code, Title 10, Chapter 1701, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the SUBRECIPIENT must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property. Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a

site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

Funds may not be used for purchase of weapons, ammunition, and/or HazMat gear.

Litter and Illegal Dumping Cleanup and Community Collection Events. Lake and Waterway Cleanup events may be coordinated with the Keep Texas Beautiful organization. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses.

The local government sponsor must oversee the cleanup work or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, NCTCOG should consider withholding at least ten (10) percent of the reimbursements under a pass-through grant or subagreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

ATTACHMENT E

REPORTING, FORMS, AND DEADLINES

The SUBRECIPIENT agrees to provide, as soon as possible upon completion of the event and payment of the vendor invoices, a Request for Reimbursement Form, a report of the volume of tires collected, and related supporting documentation. The required reporting forms can be found at <http://www.nctcog.org/solidwastegrants>.

Required Reporting. The SUBRECIPIENT shall prepare and submit to NCTCOG the below reporting requirements detailing work performed under this Agreement as part of the required Request for Reimbursement Form. The Request for Reimbursement Form provided by NCTCOG will be due to NCTCOG no later than June 30, 2023. Reimbursement will not be issued until NCTCOG has received the required reporting information.

REQUIRED REPORTING METRICS	
Name of Entity	Town of Bartonville
Date of Event(s)	April 15, 2023
Estimated Number of Participants	
Number of Tires Collected	

The SUBRECIPIENT'S Reports must contain adequate descriptions of all project activities performed in order to allow NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by NCTCOG and shared as appropriate with members of the RCC. The SUBRECIPIENT shall comply with any reasonable request by NCTCOG for additional information on activities conducted for NCTCOG to adequately monitor the SUBRECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Agreement.



TOWN COUNCIL COMMUNICATION

DATE March 21, 2023

FROM: Tammy Dixon

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

SUMMARY:

On January 17, 2023, the Town Council adopted Resolution 2023-02 creating an ad hoc Special Events Advisory Committee (Committee). Staff posted notices on the Town's Social Media outlets advertising for applications for the Committee.

On February 2023, the Town Council appointed Councilmembers Crandall and Roberts to the council positions on the committee and extended the deadline for applications to March 1. Further, the council provided that the Councilmembers Crandall and Roberts would review the applications and make recommendations for appointments.

Two additional applications were received by March 1st and a copy of all applications were provided to Councilmembers Crandall and Roberts.

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

The following individuals have applied to be on the committee:

1. Melissa DeWitt
2. Noah Ray Shah
3. Lori Van Alstine
4. Randy Van Alstine
5. Margie Arens
6. Tina Bennett
7. Brenda Brown
8. Sean Stenovitch

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Move to appoint members to the Committee.

ATTACHMENTS:

Resolution 2023-02
Applications

**TOWN OF BARTONVILLE
RESOLUTION 2023-02**

Item G6.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, CREATING A SPECIAL EVENTS ADVISORY AD HOC 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 marks the 50th year anniversary of the Town; and

WHEREAS, the Town Council recognizes there are many citizens who desire to participate in the planning of the 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 Town’s 50th Anniversary celebration and other events as deemed necessary by the Town Council; and

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 create an ad hoc committee to be known as the “Special Events Advisory Committee” (the “Committee”) to plan and organize the Town’s 50th Anniversary celebration and other events as deemed necessary by the Town Council.

SECTION 3: The Committee will act as an advisory committee to the Mayor and Town Council and shall be comprised of the following:

- A. Four members who are residents of Town who shall be appointed by the Town Council.
- B. Two members of Town Council.

SECTION 4: The Committee shall establish its rules of 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 committees.

SECTION 5. The Town’s 50th anniversary celebration and other events may be fully or partially funded by the Town of Bartonville as determined by the Town Council’s budget process.

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 17TH day of January 2023.

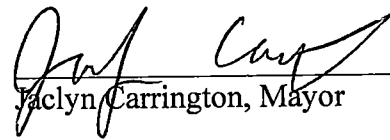


ATTEST:



Tammy Dixon, Town Secretary

APPROVED:



Jaclyn Carrington, Mayor

Print**Application for Special Events Advisory Committee - Submission #1814****Date Submitted: 1/27/2023**

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

1/27/2023

4:30 PM

First Name*

Margie

Last Name*

Arens

Address1*

611, Dove Creek rd

City*

Bartonville

State*

TX

Zip*

76226

Phone Number*

9725236159

Email Address**Length of Residency in Bartonville***

23 years

Occupation (if retired, indicate former occupation/profession)*

Corporate Manager

List any experience that qualifies you to serve in the position(s) sought:

Event planning during career,

Are you currently serving on a Board, Commissions, or other capacity?*

- ☒ Yes
- ☐ No

If yes, which

P&Z

Have you served on a Board, Commission, or Committee before?*

- ☒ Yes
- ☐ No

If yes, which

Dention Republican Woman’s Club. Denton County Conservative Coalition

Print**Application for Special Events Advisory Committee - Submission #1819****Date Submitted: 1/31/2023**

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

1/31/2023

6:15 PM

First Name*

Tina

Last Name*

Bennett

Address1*

422 Wolf Run Rd

City*

Bartonville

State*

TX

Zip*

76226

Phone Number*

7192902930

Email Address**Length of Residency in Bartonville***

Since 2013

Occupation (if retired, indicate former occupation/profession)*

Retired Military and current VP TECHNOLOGY

List any experience that qualifies you to serve in the position(s) sought:

I have planned events from Military banquets to school and sporting events

Are you currently serving on a Board, Commissions, or other capacity?*

- ☐ Yes
- ☒ No

If yes, which

Have you served on a Board, Commission, or Committee before?*

- ☐ Yes
- ☒ No

If yes, which

Print**Application for Special Events Advisory Committee - Submission #1790****Date Submitted: 1/19/2023**

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

1/19/2023

5:57 PM

First Name*

Melissa

Last Name*

DeWitt

Address1*

568 Wolf Run Road

City*

Bartonville

State*

TX

Zip*

76226

Phone Number*

9722477844

Email Address**Length of Residency in Bartonville***

Since 2004

Occupation (if retired, indicate former occupation/profession)*

Retired CPA

List any experience that qualifies you to serve in the position(s) sought:

Active in Rotary and other community events

Are you currently serving on a Board, Commissions, or other capacity?*

- ☒ Yes
- ☐ No

If yes, which

Texas A&M Library Board

Have you served on a Board, Commission, or Committee before?*

- ☒ Yes
- ☐ No

If yes, which

Rotary, A&M Library, others

Print**Application for Special Events Advisory Committee - Submission #1792****Date Submitted: 1/21/2023**

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

1/21/2023

hh:mm am

First Name*

Noah Ray

Last Name*

Shah

Address1*

1718 E Jeter Rd

City*

Bartonville

State*

TX

Zip*

76226

Phone Number*

760-977-9026

Email Address**Length of Residency in Bartonville***

40 years

Occupation (if retired, indicate former occupation/profession)*

Retired- real estate & stocks investor

List any experience that qualifies you to serve in the position(s) sought:

Are you currently serving on a Board, Commissions, or other capacity?*

- ☐ Yes
- ☒ No

If yes, which

Have you served on a Board, Commission, or Committee before?*

- ☐ Yes
- ☒ No

If yes, which

Print

Application for Special Events Advisory Committee - Submission #1797

Date Submitted: 1/23/2023

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

1/23/2023

hh:mm am

First Name*

Lori

Last Name*

Van Alstine

Address1*

555 Seals Road

City*

Bartonville

State*

TX

Zip*

76226

Phone Number*

469-682-9850

Email Address

Length of Residency in Bartonville*

18 years

Occupation (if retired, indicate former occupation/profession)*

Executive Assistant to the CEO of a private investigation company

List any experience that qualifies you to serve in the position(s) sought:

Planned and orchestrated many large parties and events in the past. Very organized. Work well with others.

Are you currently serving on a Board, Commissions, or other capacity?*

- ☒ Yes
- ☐ No

If yes, which

Crime Control and Prevention

Have you served on a Board, Commission, or Committee before?*

- ☒ Yes
- ☐ No

If yes, which

Crime Control and Prevention

Print

Application for Special Events Advisory Committee - Submission #1799

Date Submitted: 1/23/2023

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

1/23/2023

1:30 PM

First Name*

Randy

Last Name*

Van Alstine

Address1*

555 Seals Road

City*

Bartonville

State*

TX

Zip*

76226

Phone Number*

214-929-6993

Email Address

Length of Residency in Bartonville*

18 years

Occupation (if retired, indicate former occupation/profession)*

Construction

List any experience that qualifies you to serve in the position(s) sought:

We/Lori and I along with two other couples planned and carried out the Bartonville Community Picnic Summer of 2022

Are you currently serving on a Board, Commissions, or other capacity?*

☒ Yes

☐ No

If yes, which

Economic Development Committee

Have you served on a Board, Commission, or Committee before?*

☒ Yes

☐ No

If yes, which

Board of Adjustments

Print

Application for Special Events Advisory Committee - Submission #1870

Date Submitted: 2/22/2023

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

2/22/2023

hh:mm am

First Name*

Brenda

Last Name*

Brown

Address1*

600 Seals Rd

City*

Bartonville

State*

TX

Zip*

76226

Phone Number*

2147733765

Email Address

Length of Residency in Bartonville*

18 years

Occupation (if retired, indicate former occupation/profession)*

Ms.Piggy's Catering

List any experience that qualifies you to serve in the position(s) sought:

Item G6.

I have worked 22 years with activity coordinators, i understand the teamwork involved and keeping a positive attitude when things may not be going in our direction, like inclement weather.

Are you currently serving on a Board, Commissions, or other capacity?*

- ☐ Yes
- ☒ No

If yes, which

Have you served on a Board, Commission, or Committee before?*

- ☐ Yes
- ☒ No

If yes, which

Print**Application for Special Events Advisory Committee - Submission #1878****Date Submitted: 2/28/2023**

This application and all information contained herein is a public record. Public service opportunities are offered by the Town of Bartonville without regard to race, color, national origin, religion, sex, genetic information or disability

Date & Time

2/28/2023

12:00 AM

First Name*

Sean

Last Name*

Stenovitch

Address1*

1501 E Jeter Road

City*

Bartonville

State*

Texas

Zip*

76226

Phone Number*

940-367-4648

Email Address**Length of Residency in Bartonville***

10 Years

Occupation (if retired, indicate former occupation/profession)*

Cyber Security

List any experience that qualifies you to serve in the position(s) sought:

Helped with Church Auction, October Fest and other events that served large groups.

Are you currently serving on a Board, Commissions, or other capacity?*

- ☒ Yes
- ☐ No

If yes, which

Knights of Columbus

Have you served on a Board, Commission, or Committee before?*

- ☒ Yes
- ☐ No

If yes, which

Building Committee St Mark Denton, Knights of Columbus



TOWN COUNCIL COMMUNICATION

DATE March 21, 2023

FROM: Thad Chambers

AGENDA ITEM: Discuss and consider approval of the purchase of striping and rumble strips from Roadrunner Traffic Supply, Inc. in the amount \$23,853 for placement throughout the town to enhance driving safety; and to authorize the Town Administrator to expend budgeted funds on behalf of the Town.

SUMMARY:

This item will complete most of the Ad Hoc Traffic Committee recommendations approved by Town Council. Purchase of the 3 radar signs at the entry points of town will be presented at a future council meeting if the bids exceed \$15,000.

The signs have already been ordered and created, but in discussions with the previous Town Engineer it became apparent that the striping and rumble strips need to be completed in conjunction with the new sign installation for safety reasons. The bid for this work exceeds the signature authority of the Town Administrator, so it is presented here for Town Council consideration.

FISCAL INFORMATION:

\$23,853 from budgeted funds.

RECOMMENDED MOTION OR ACTION:

ATTACHMENTS:

Price Quote



P.O. Box 122837
Fort Worth, TX 76121

Item G7.

Quotation

Date	Estimate #
3/14/2023	21267

Name / Address
Town of Bartonville 1941 E. Jeter Rd. Bartonville, TX 76226

Project

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION

Description	Qty	Unit Cost	Total
4" Double yellow Thermo striping (2480 LF)	2,480	2.76	6,844.80
4" White thermo striping (4960 LF)	4,960	1.40	6,944.00
24" White thermo stop bars (142 LF)	142	17.10	2,428.20
4" Rumble bars 40' ea	16	477.25	7,636.00

IMPORTANT: PRICES ARE GOOD FOR ACCEPTANCE AND DELIVERY FOR 30 DAYS ONLY UNLESS SUCH TIME IS EXTENDED IN WRITING

Signature _____

Subtotal \$23,853.00

Sales Tax (0.0%) \$0.00

Total \$23,853.00

Phone #

817-244-0305

E-mail

roadrunnertraffic@sbcglobal.net



TOWN COUNCIL COMMUNICATION

DATE March 21, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discussion on short-term rentals.

SUMMARY:

At the February 21, 2023, meeting, Councilmember Crandall requested this item be on the agenda for discussion.

FISCAL INFORMATION: N/A

RECOMMENDED MOTION OR ACTION: Discussion Item

ATTACHMENTS: N/A



TOWN COUNCIL COMMUNICATION

DATE March 21, 2023

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Discussion on street repair and maintenance

SUMMARY:

This item is to discuss street repair and maintenance.

FISCAL INFORMATION: N/A

RECOMMENDED MOTION OR ACTION: Discussion Item

ATTACHMENTS: N/A