



TOWN COUNCIL REGULAR MEETING AGENDA

December 20, 2022 at 6:30 PM

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

A. CALL MEETING TO ORDER

B. CLOSED SESSION

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

1. *Section 551.071 Consultation with Attorney:* To Seek legal advice of its attorney regarding legal issues related to the Town's Extraterritorial Jurisdiction (ETJ) and legal issues related to the Furst Ranch Development.
2. *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.

C. RECONVENE OPEN MEETING

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

D. PLEDGE OF ALLEGIANCE

E. PUBLIC PARTICIPATION

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

F. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Denton County Emergency Services District #1
2. Planning & Zoning Commission Report
3. Community Development Corporation Report
4. Police Chief Report November 2022
5. Town Administrator Monthly Reports November 2022: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, and Permits.

G. CONSENT AGENDA

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

1. Consider approval of the November 15, 2022, regular meeting minutes.
2. Consider approval of the November 21, 2022, special meeting minutes.
3. Consider approval of an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville Police Department for use of the Denton County Radio Communications System; and authorization for the Town Administrator and Chief of Police to execute same on behalf of the Town.
4. Consider approval of a Consulting Services Agreement between Ad Terram Consulting, LLC and the Town of Bartonville for general land use planning and GIS services; and authorization for the Town Administrator to execute same on behalf of the Town.

H. REGULAR ITEMS

5. Discuss and consider approval of an amendment to the Bartonville Community Development Corporations Fiscal Year 22-23 Budget.
6. Discussion on the Town of Bartonville's 50th Anniversary of Incorporation (October 2023).

I. FUTURE ITEMS

J. ADJOURNMENT

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

/s/ Tammy Dixon, Town Secretary

Posted: Friday, December 16, 2022 at 1:15 p.m.

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



TOWN COUNCIL COMMUNICATION

DATE December 20, 2022
FROM: Bobby Dowell, Chief of Police
AGENDA ITEM: Police Chief Report November 2022

SUMMARY:

Attached is the November Police Department Update.

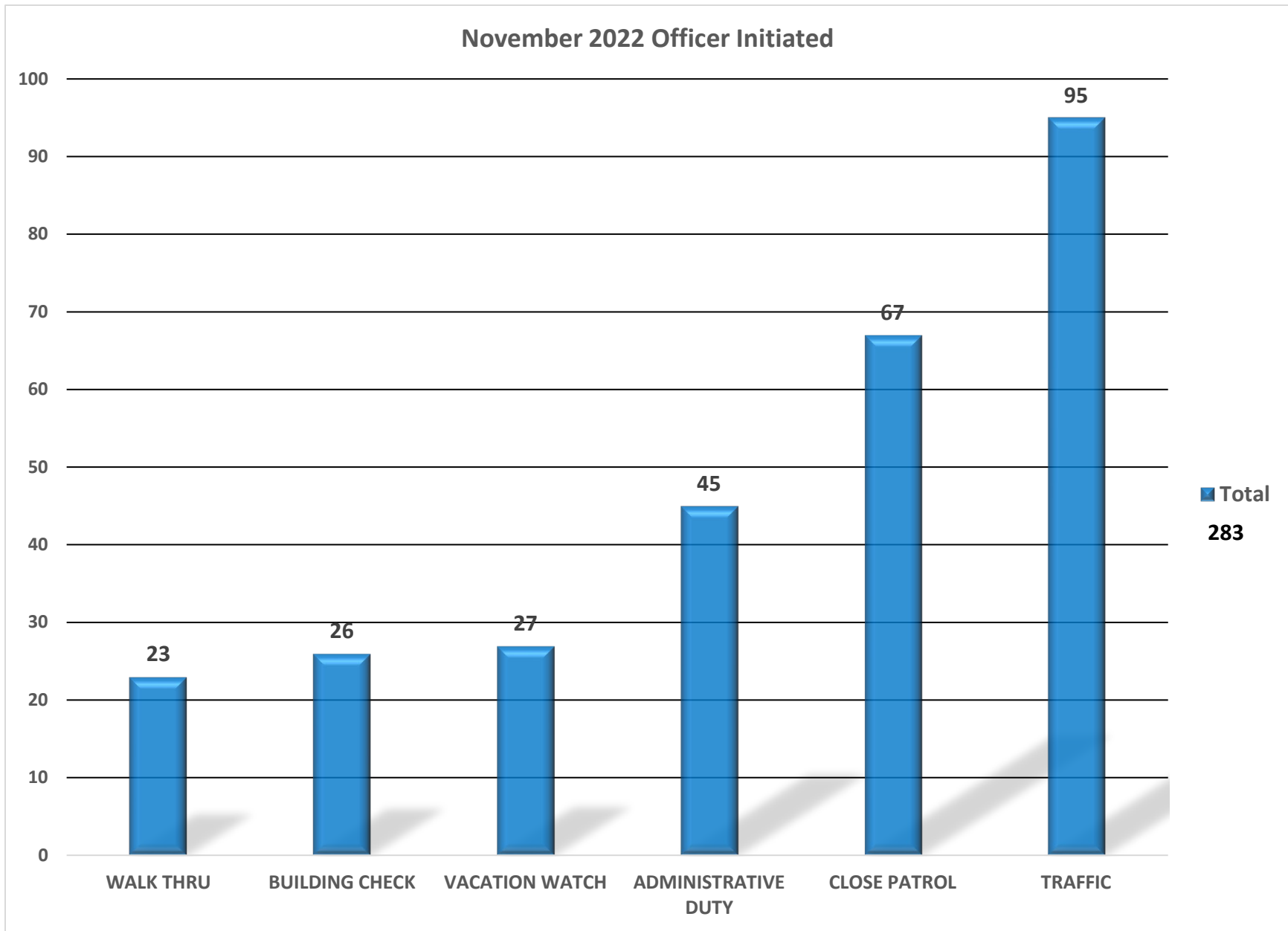
ATTACHMENTS:

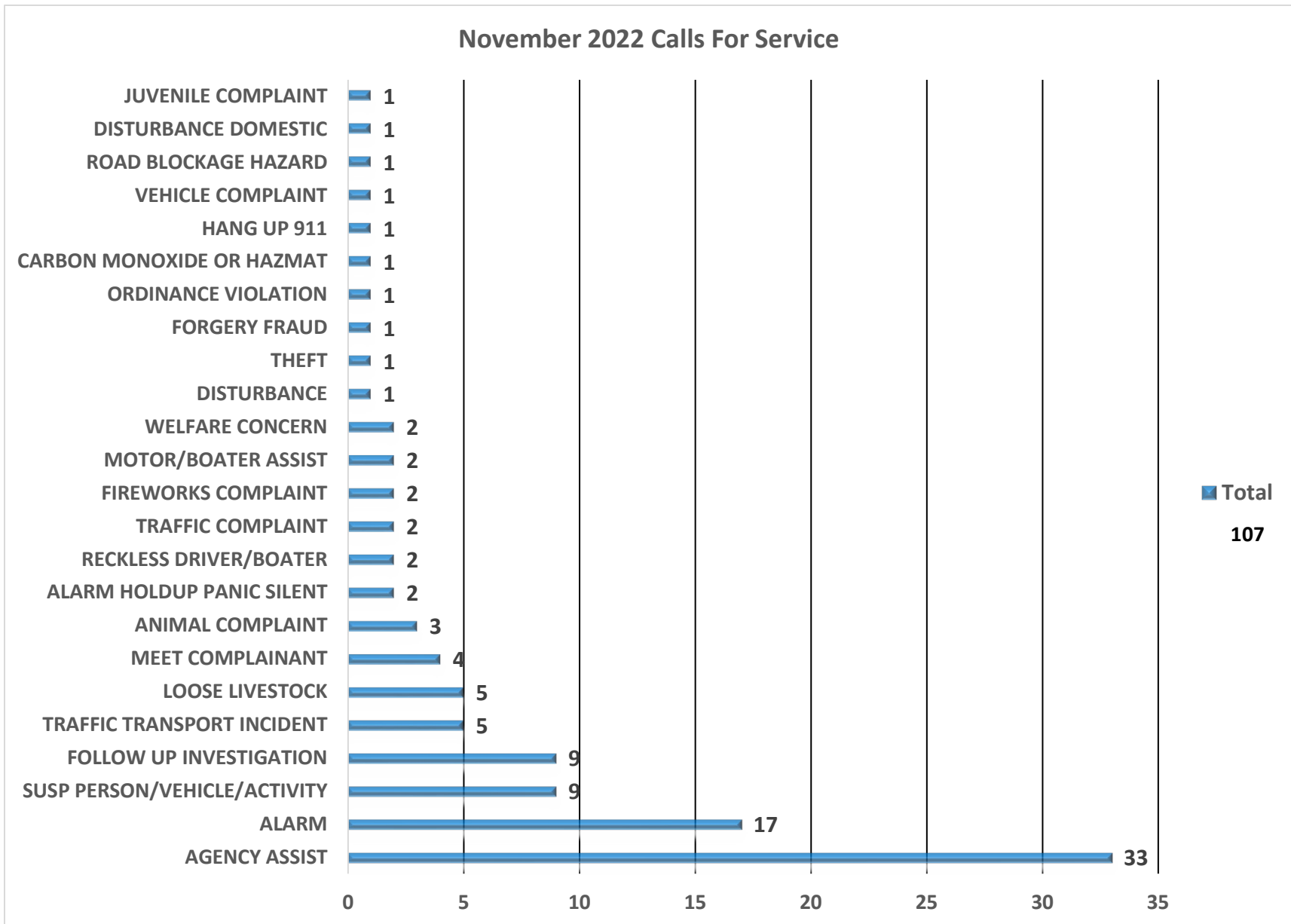
November Police Department Report

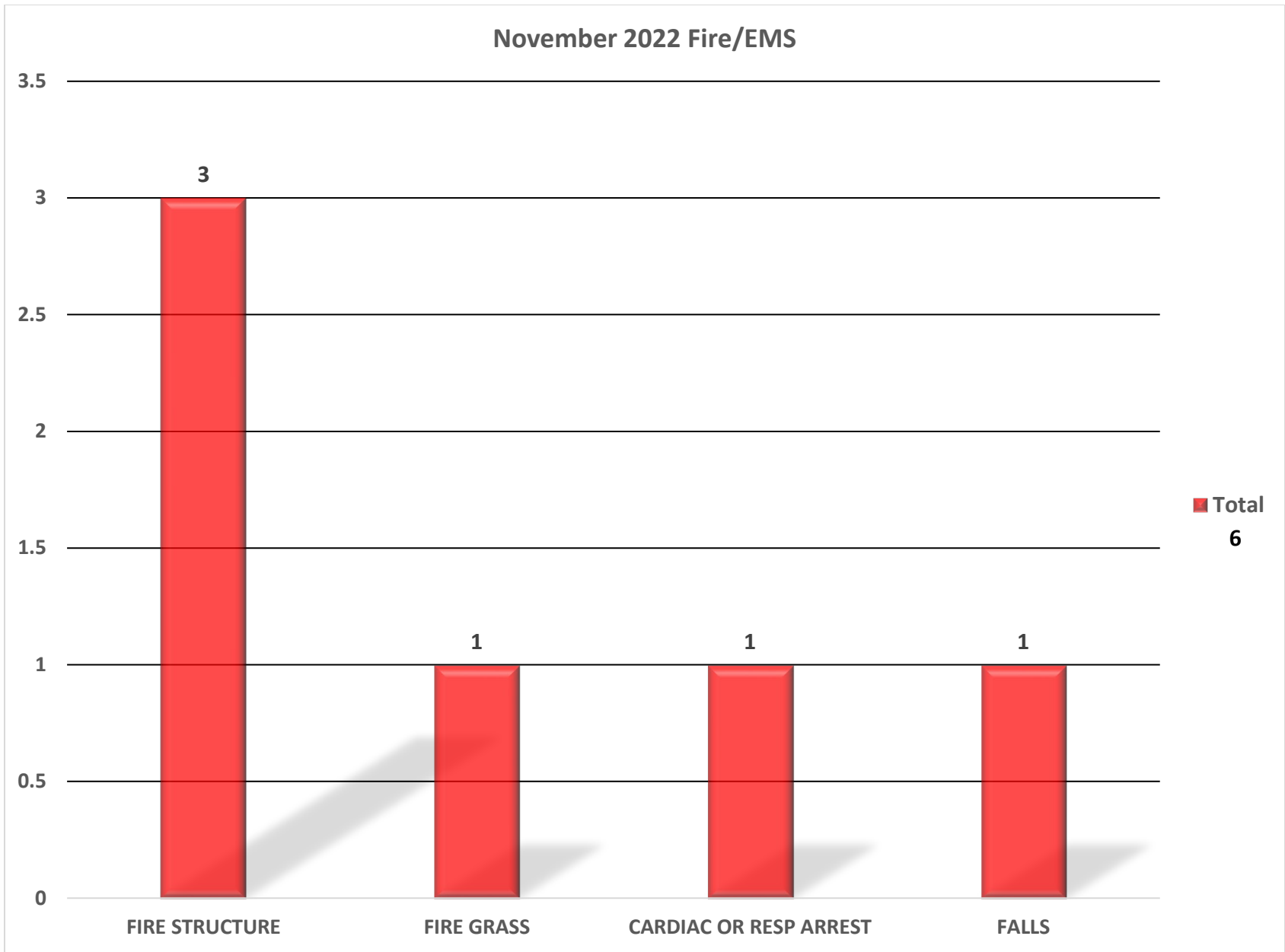
Bartonville Police Department

Monthly Report









Address	Notes	Code
Nov 29, 2022 4:14 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Nov 21, 2022 1:54 PM 1941 JETER RD E	thanksgiving holiday observed calls for service only this week	Animal Control
Nov 15, 2022 4:23 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Nov 8, 2022 4:13 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control
Nov 7, 2022 4:43 PM 598 seals	we picked up a contained stray dog from this address	Animal Control
Nov 1, 2022 4:54 PM 1941 JETER RD E	Patrolled city focusing on stray animals. spoke to thad	Animal Control

Location	Notes	Code
Nov 29, 2022 4:15 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Nov 21, 2022 4:55 PM	thanksgiving holiday observed this week	Code Enforcement
Nov 15, 2022 4:24 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Nov 8, 2022 4:14 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement
Nov 1, 2022 1:57 PM	Patrolled city focusing on code issues. spoke to thad	Code Enforcement



Item F5.

TOWN OF BARTONVILLE

December 14, 2022 *Via E-Mail*

To: Town Administrator

From: Christopher Hartke, P.E.
 Town Engineer

REF: TNP No. BRT22024

Specific Project Schedule

Development Plats.....As Needed

Plan & Plat Reviews

- 1036 Hat Creek
- 1491 Landfall Cir
- 2734 Romero Way
- Kincaid Lot 1R Plat Review
- 2036 High Meadow
- ELTS Plat Review and flood study needs
- Deer Hollow Plat Review

Streets

- Review Traffic Counts and ordinances
- Work Order construction observation, change order prep.
- SPI contract renewal
- Coordination and construction observation for Microsurfacing

Subdivision Construction

Hudson Ranch (Hills)

- Construction Observation

Eagle Ridge

- Construction Observation

Deer Hollow

- Preconstruction Meeting

- Construction Observation

General Consulting

- Meetings and coordination with the Town Administrator and Town Secretary including Council Meeting, meetings with property owners, general reviews, updates and coordination on upcoming projects

Town of Bartonville
Municipal Court Council Report
From 11/1/2022 to 11/30/2022

12/1/2022 8

Item F5.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
67	0	0	0	0	67

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$4,857.40	\$1,245.20	\$6,864.50	\$212.00	\$259.70	\$13,438.80

Warrants

Issued	Served	Closed	Total
0	0	62	62

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
26	0	254	7	18	305

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
22	0	22	44

PermitReport

11/30/2022 10:20

Item F5.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
22-00105-01	Priority Signs and Graphics	2652 FM 407 Unit 130	Sign Permit	11/9/2022			\$75.00
22-00343-01	Denton Creek Builders	2734 Romero Way	New Residence Permit	11/4/2022	\$2,100,000.00	5688.00	\$3,697.20
22-00343-02	Denton Creek Builders	2734 Romero Way	New Residence (Non AC)	11/4/2022	\$2,100,000.00	5688.00	\$882.45
22-00343-04	Denton Creek Builders	2734 Romero Way	Culvert/Driveway	11/4/2022	\$2,100,000.00	5688.00	\$120.00
22-00343-05	Denton Creek Builders	2734 Romero Way	Grading and Drainage Permit	11/4/2022	\$2,100,000.00	5688.00	\$275.00
22-00347-01	Sainton Custom Homes	2036 High Meadow	New Residence Permit	11/21/2022	\$1,795,000.00	4548.00	\$2,956.20
22-00347-02	Sainton Custom Homes	2036 High Meadow	New Residence (Non AC)	11/21/2022	\$1,795,000.00	4677.00	\$1,422.00
22-00347-04	Sainton Custom Homes	2036 High Meadow	Culvert/Driveway	11/21/2022	\$1,795,000.00	4677.00	\$120.00
22-00347-05	Sainton Custom Homes	2036 High Meadow	Grading and Drainage Permit	11/21/2022	\$1,795,000.00	4677.00	\$275.00
22-00347-06	Sainton Custom Homes	2036 High Meadow	OSSF Permit - Residential	11/2/2022	\$1,795,000.00	4677.00	\$410.00
22-00347-07	Sainton Custom Homes	2036 High Meadow	Accessory Bldg (1,001 +) Non AC	11/21/2022		1269.00	\$279.18
22-00348-01	J-CM Services, Inc.		Contractor Registration - General	11/3/2022			\$125.00
22-00351-01	Snow Fox Sushi		Food Establishment Permit	11/8/2022			\$300.00
22-00353-01	Blue Lagoons Construction	1409 Brian	Pool/Spa (inground)	11/9/2022	\$47,596.57	650.00	\$650.00
22-00355-01	CR Plumbing	455 Stonewood Boulevard	Plumbing Permit	11/8/2022			\$130.00
22-00357-01	Casamia Mexican Restaurant & Bar	3501 FM 407	Food Establishment Permit	11/15/2022			\$300.00
22-00359-01	Domino's Pizza	3000 FM 407 E 200	Food Establishment Permit	11/16/2022			\$300.00
22-00362-01	Guidance Preparatory Academy	64 McMakin Rd	Food Establishment Permit	11/18/2022			\$300.00
22-00365-01	Kroger #572 Deli	3400 FM 407	Food Establishment Permit	11/15/2022			\$300.00
22-00366-01	Kroger #572 Meat	3400 FM 407	Food Establishment Permit	11/15/2022			\$300.00
22-00367-01	Kroger #572 Seafood	3400 FM 407	Food Establishment Permit	11/15/2022			\$300.00
22-00368-01	Lone Star Food Store #79	1842 FM 407	Food Establishment Permit	11/16/2022			\$300.00
22-00372-01	Starbucks Coffee #29132	3012 FM 407	Food Establishment Permit	11/22/2022			\$300.00
22-00379-01	Priority Signs and Graphics	2652 FM 407 Unit 130	Electrical Permit	11/9/2022			\$130.00
22-00383-01	All-Out Concrete	190 Coyote Ct	Flat Work	11/15/2022			\$75.00
22-00384-01	Monaco-Pinnacle Custom Homes	147 McMakin Rd	Demolition Permit	11/15/2022			\$125.00
22-00385-01	CR Plumbing		Contractor Registration - Plumbing	11/10/2022			\$0.00
22-00386-01	Bear Creek Site Utilities & Construction, LTD		Contractor Registration - Plumbing	11/10/2022			\$0.00
22-00387-01	Southwestern Plumbing Company		Contractor Registration - Plumbing	11/10/2022			\$0.00
22-00388-01	Safe Air Conditioning, LLC		Contractor Registration - Mechanical	11/10/2022			\$0.00
22-00389-01	Work Environmental Systems		Contractor Registration - Mechanical	11/10/2022			\$0.00
22-00390-01	Ross Air Conditioning, LLC		Contractor Registration - Mechanical	11/10/2022			\$0.00
22-00391-01	Jensen Plumbing		Contractor Registration - Plumbing	11/10/2022			\$0.00
22-00395-01	Lewis & Earley Construction LLC	1036 Hat Creek Road	New Residence Permit	11/21/2022	\$1,400,000.00	6644.00	\$4,318.60
22-00395-02	Lewis & Earley Construction LLC	1036 Hat Creek Road	New Residence (Non AC)	11/21/2022	\$1,400,000.00	6644.00	\$1,656.45
22-00395-04	Lewis & Earley Construction LLC	1036 Hat Creek Road	Culvert/Driveway	11/21/2022	\$1,400,000.00	6644.00	\$120.00
22-00395-05	Lewis & Earley Construction LLC	1036 Hat Creek Road	Grading and Drainage Permit	11/21/2022	\$1,400,000.00	6644.00	\$275.00
22-00395-06	Lewis & Earley Construction LLC	1036 Hat Creek Road	OSSF Permit - Residential	11/16/2022	\$1,400,000.00	6644.00	\$410.00
22-00397-01	CR Plumbing	1339 Appaloosa Cir	Plumbing Permit	11/16/2022			\$130.00
22-00403-01	Carl E. Smith Inc.	863 Noble Champions Way	Covered Patio/Carport/Arbor Permit	11/28/2022			\$280.00
22-00407-01	Service Squad Plumbing	1204 Redbud Dr	Plumbing Permit	11/22/2022			\$130.00
22-00409-01	Imperial Plumbing	1205 Fox Run	Plumbing Permit	11/28/2022			\$130.00
22-00411-01	Baker Brothers Plumbing, Air, and Electric		Contractor Registration - Plumbing	11/29/2022			\$0.00



TOWN COUNCIL COMMUNICATION

DATE December 20, 2022

FROM: Tammy Dixon

AGENDA ITEM: Consider approval of the November 15, 2022, regular meeting minutes.

SUMMARY:

The Town Council held a regular meeting on November 15, 2022.

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Approve the meeting minutes for the regular meeting held on November 15, 2022.

ATTACHMENTS:

November 15, 2022, regular meeting minutes.

THE BARTONVILLE TOWN COUNCIL REGULAR MEETING HELD ON THE 15TH DAY OF NOVEMBER 2022, AT 1941 E. JETER ROAD, BARTONVILLE, TEXAS 6:30 P.M.

Item G1.

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

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

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

constituting a quorum with the following members of the Town Staff participating: Thad Chambers, Town Administrator; Tammy Dixon, Town Secretary; 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 6:30 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 7:11 p.m. in accordance with the Texas Government Code regarding:

1. To Seek legal advice of its attorney regarding legal issues related to the Town's Extraterritorial Jurisdiction (ETJ), issues related to the Furst Ranch Development, issues related to amending the Town's Development Ordinance, and any and all legal issues related thereto. **No Action Taken**

D. PLEDGE OF ALLEGIANCE

Mayor Carrington led the pledge of allegiance.

E. PUBLIC PARTICIPATION

No one addressed the Council.

F. APPOINTED REPRESENTATIVE/LIAISON REPORTS

2. Denton County Emergency Services District #1

Mr. Strange was not in attendance; however, he submitted the report prior to the meeting as a handout.

3. October Police Update

Chief Dowell provided the Department Statistics/Activities for October 2022 and answered questions from the Town Council.

Chief Dowell announced the Blue Santa Program was underway and gift tag tree would be ready on Thursday, November 17th.

- 4. Town Administrator Monthly Reports October 2022; Financial Statement; Animal Control; Engineering; Code Enforcement; Permits; Municipal Court.

Mr. Chambers stated the October financial report would be presented at a later date, due to the majority of revenues received would actually be booked to the prior fiscal year.

G. CONSENT AGENDA

- 5. Consider approval of the October 18, 2022, regular meeting minutes.

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

VOTE ON THE MOTION

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

H. REGULAR ITEMS

- 6. Discussion on the 2022 Comprehensive Land Use Survey results.

Mr. Chambers provided an overview of the survey and a discussion ensued regarding the results. He explained the first step of an update is gathering community feedback, which was achieved through the community survey. He stated most questions in the 2022 survey closely mirrored those in the 2016 survey so that potential changes in community input could be tracked.

He stated the preliminary analysis of the survey data indicated that 79.49% of respondents agree with the Comprehensive Land Use Plan in its current state and, other responses further reinforced the current plan’s rural density and country feel much as it did in the 2016 survey.

He stated staff would present this information to P&Z at the December 5, 2022, meeting to receive recommendations for moving forward.

- 7. Discuss and consider approval of an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 5, “Fire Prevention and Protection,” Article 5.04, “Fireworks,” to prohibit the sale and use of fireworks.

Mr. Chambers explained as part of the Comprehensive Plan Survey a question was posed regarding favoring an ordinance that prohibits fireworks in Bartonville. Due to the survey results this item was placed on the agenda by Mayor Carrington for consideration.

He stated 54.82% of respondents indicated “Yes” for favoring such an ordinance, three comments were submitted in favor of banning fireworks submitted under question 5; and 40.61% of respondents indicated “No” for favoring such an ordinance. He started there was one comment opposing a ban on fireworks submitted under question 10; and 4.57% of respondents indicated “No Opinion” regarding the issue.

Mayor Carrington called those who signed up to speak on the item.

The following spoke in opposition of banning fireworks:

Leslie Freeman, 843 Dyer Road

The following spoke in support of banning fireworks:

Pat Adams, 1221 Glenview Lane
Nancy Butler, 1550 Gibbons Rd. S
Diane Golden, 1261 E. Jeter
Del Knowler, 739 Seals

Mayor Carrington stated the Council received seven emails supporting the ban of fireworks.

A long discussion ensued regarding fireworks, including the enjoyment of use and the dangers of fireworks. The consensus of the Council was great concern for the safety of residents and property.

Mayor Pro Tem Sams moved to approve Ordinance No. 739-22 amending the Town of Bartonville Code of Ordinances, Chapter 5, "Fire Prevention and Protection," Article 5.04, "Fireworks," to prohibit the sale and use of fireworks. Councilmember Roberts seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 739-22

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 5, "FIRE PREVENTION AND PROTECTION," ARTICLE 5.04 "FIREWORKS," TO PROHIBIT THE SALE AND USE OF FIREWORKS IN THE TOWN, WITH EXCEPTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

- 8. Discuss and consider approval of a Development Agreement between the Town of Bartonville, Texas and Deer Hollow of Bartonville, LLC; and authorization for the Mayor to execute same on behalf of the Town.

Mr. Chambers provided an overview of the item and explained the development agreement was required to detail certain aspects of the negotiated issues as related to cul-de-sac lengths and to alleviate concerns expressed by Denton County ESD#1, the developer has agreed that all primary residences will include fire suppression systems regardless of square footage.

Councilmember Crandall moved to approve a Development Agreement between the Town of Bartonville, Texas and Deer Hollow of Bartonville, LLC; and to authorize the Mayor to execute same on behalf of the Town. Councilmember Roberts seconded the motion.

VOTE ON THE MOTION

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

9. Discuss, consider, and act regarding a Final Plat for the proposed Deer Hollow subdivision, consisting of approximately 81.397 acres generally located east of Seals Rd., west and south of Dove Creek Rd., and north of Jeter Rd. ***The Planning and Zoning Commission recommended approval with by a vote of 5 to 0 at its July 6, 2022, meeting.***

Mr. Chambers stated the Town Council approved the zoning change for this subdivision in May of this year and the developer has submitted proof that all required documents have been filed.

Councilmember Roberts moved to approve a Final Plat for the proposed Deer Hollow subdivision, consisting of approximately 81.397 acres generally located east of Seals Rd., west and south of Dove Creek Rd., and north of Jeter Rd. Councilmember Crandall seconded the motion.

VOTE ON THE MOTION

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

10. Discuss and consider approval of an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.02, "Traffic-Control Devices," and Article 12.03, "Operation of Vehicles."

Mr. Chambers stated the Town Council accepted the Ad Hoc Traffic Committee recommendations during the October 18, 2022, meeting and the proposed ordinance addresses those recommendations which included 1) new stop sign locations which would create 3-way stop conditions at the following intersections at Porter Road/E. Jeter, South Gibbons/E. Jeter, Dove Creek/South Gibbons/Frenchtown, and Broome Road/Porter; 2) no parking zones located on McMakin Road between E. Jeter and FM 407; 3) the elimination of the 40MPH speed for McMakin Road; 4) and the addition of reduced speed limits of 25MPH to the new roads in Hudson Hills, Eagle Ridge, and Trifecta Estates.

Councilmember Chapman moved to approve Ordinance No. 740-22 amending the Town of Bartonville Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.02, "Traffic-Control Devices," and Article 12.03, "Operation of Vehicles." Mayor Pro Tem Sams seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 740-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 12, "TRAFFIC AND VEHICLES," ARTICLE 12.02, "TRAFFIC-CONTROL DEVICES," AND ARTICLE 12.03, "OPERATION OF VEHICLES"; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

11. Discuss and consider directing the Development Review Committee to review and provide recommendations on an ordinance amending Division IV, Special Requirements, Chapter 20 Fencing, Walls, and Screening Requirements, and any other related sections of the Zoning Ordinance for the Town of Bartonville related to fencing, walls, and screening.

Mr. Chambers stated this item has been discussed since March 2022 with public hearings held by the Planning and Zoning Commission as well as Town Council. He stated due to the nature of the discussions, trying to balance the originally stated desire to prevent subdivisions from building large stretches of solid fences and walls along major thoroughfares with the ability of individual property owners to still build privacy fences, he was recommending this item be sent to Development Review Committee for review with the goal of recommending a solution that balances the competing concerns.

The Council directed Mr. Chambers to take this item to the Development Review Committee to review and provide recommendations.

12. Discuss and consider approval of a resolution approving an extension of 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 extension documents.

Mr. Chambers explained the Annual Contract for Miscellaneous Pavement Repair and Drainage contract was awarded to SPI Asphalt, LLC in November of 2021 and the agreement provides the option to extend the agreement for two (2) consecutive one-year terms. He stated the extension also includes a proposed amendment that creates unit pricing for items not listed in the original agreement, such as striping and backfill for structures.

Councilmember Crandall moved to approve Resolution No. 2022-22 approving an extension of 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 extension documents. Councilmember Roberts seconded the motion.

VOTE ON THE MOTION

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

13. Discuss and consider approval of an ordinance amending the Town's Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, as adopted by Ordinance No. 715-21 and amended by Ordinance 720-21 and by Ordinance 724-22 by providing for adjustments to the General Fund.

Mr. Chambers explained due to numerous staffing changes and unexpected needs during the 2021-22 budget year, adjustments were required to balance various general fund accounts. Overall general fund expenditures did not exceed the overall budgeted funds, so this action simply cleans up the line items within each category so that negative balances are not shown as part of the audit process.

Councilmember Chapman moved to approve Ordinance No. 741-22 amending the Town's Budget for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, as adopted by Ordinance No. 715-21 and amended by Ordinance 720-21 and by Ordinance 724-22 by providing for adjustments to the General Fund. Councilmember Crandall seconded the motion. The caption of the ordinance reads as follows:

**ORDINANCE NO. 741-22
AMENDING THE FISCAL YEAR 2021-2022 BUDGET**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022, AS ADOPTED BY ORDINANCE NO. 715-21 AND AMENDED BY ORDINANCE 720-21 AND BY ORDINANCE 724-22 BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; PROVIDING SAVINGS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES OF THE TOWN BARTONVILLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

14. Discuss and consider approval of an ordinance amending Section 3.1.k. regarding street centerline offsets, and by amending Section 3.1 of Part III of the Town's Development Ordinance, contained in Chapter 10 of the Town's Code of Ordinances, Exhibit A, by adding a new section regarding road and street extensions and connections from areas outside of the Town and associated procedures.

Town Attorney, Ed Voss, provided an overview of this item and answered questions from the Town Council.

Councilmember Roberts moved to approve Ordinance No. 742-22 amending Section 3.1.k. regarding street centerline offsets, and by amending Section 3.1 of Part III of the Town's Development Ordinance, contained in Chapter 10 of the Town's Code of Ordinances, Exhibit A, by adding a new section regarding road and street extensions and connections from areas outside of the Town and associated procedures. Mayor Pro Tem Sams seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 742-22

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING SECTION 3.1.k REGARDING STREET CENTERLINE OFFSETS, AND BY AMENDING SECTION 3.1 OF PART III OF THE TOWN’S DEVELOPMENT ORDINANCE, CONTAINED IN CHAPTER 10 OF THE TOWN’S CODE OF ORDINANCES, EXHIBIT A, AS AMENDED, BY ADDING A NEW SECTION 3.1.x REGARDING ROAD AND STREET EXTENSIONS AND CONNECTIONS FROM AREAS OUTSIDE OF THE TOWN, AND APPLICATION AND ASSOCIATED PROCEDURES AND REQUIREMENTS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

I. FUTURE ITEMS

Special Meeting to canvass the election, Monday, November 21, 2022, at 9:00 a.m.
Agenda Item to discuss Bartonville’s 50th anniversary of incorporation.

J. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 8:11 p.m.

APPROVED this the 20th day of December 2022.

Approved:

Jaclyn Carrington, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE December 20, 2022

FROM: Tammy Dixon

AGENDA ITEM: Consider approval of the November 21, 2022, special meeting minutes.

SUMMARY:

The Town Council held a special meeting on November 21, 2022.

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Approve the meeting minutes for the special meeting held on November 21, 2022.

ATTACHMENTS:

November 21, 2022, special meeting minutes.

THE BARTONVILLE TOWN COUNCIL SPECIAL MEETING HELD ON THE 21ST DAY OF NOVEMBER 2022, AT 1941 E. JETER ROAD, BARTONVILLE, TEXAS 9:00 A.M.

Item G2.

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

Clay Sams, Mayor Pro Tem
Keith Crandall, Councilmember Place 4

with the following members absent: Jaclyn Carrington, Mayor; Jim Roberts, Councilmember Place 1; Matt Chapman, Councilmember Place 2; and Josh Phillips, Councilmember Place 5

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

Note: Only two officers are needed for a quorum for a canvassing meeting. Tex. Elec. Code § 67.004(a).

A. CALL SPECIAL MEETING TO ORDER

Mayor Pro Tem Sams called the special meeting to order at 9:00 a.m.

B. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Sams led the pledge of allegiance.

C. PUBLIC PARTICIPATION

No one addressed the Council.

D. ACTION ITEMS

1. Discuss and consider approval of a resolution canvassing returns and declaring the results of a Special Election held November 8, 2022, for the purpose of considering a ballot proposition on the question of reallocating sales and use tax revenue by reducing the rate of sales and use tax for the purposes authorized by Chapters 501, 502, and 505, Texas Local Government Code (Formerly Section 4B of the Development Corporation Act of 1979) and increasing the sales and use tax to provide revenue for maintenance and repair of municipal streets.

Town Secretary Tammy Dixon stated the special election was held on Tuesday, November 8, 2022, with 910 ballots cast in the election. 26 were cast absentee, 697 were cast early and 187 were cast on Election Day. The results of the November 8, 2022, special election are as follows:

Proposition: "The reduction of the sales and use tax authorized under The Development Corporation Act of 1979 and Chapters 501, 502 and 505 of the Local Government Code, in the Town of Bartonville, Texas, from the rate of one-quarter of one percent to the rate of one-eighth of one percent; and the adoption of a local sales and use tax in the Town of Bartonville, Texas, at the rate of five-eighths of one percent to provide revenue <i>for maintenance and repair of municipal streets.</i> "	FOR	796	86.37%
	AGAINST	124	13.63%

Councilmember Crandall moved to approve Resolution 2022-23 canvassing returns and declaring the results of a Special Election held November 8, 2022, for the purpose of considering a ballot proposition on the question of reallocating sales and use tax revenue by reducing the rate of sales and use tax for the purposes authorized by Chapters 501, 502, and 505, Texas Local Government Code (Formerly Section 4B of the Development Corporation Act of 1979) and increasing the sales and use tax to provide revenue for maintenance and repair of municipal streets. Mayor Pro Tem Sams seconded the motion.

VOTE ON THE MOTION

AYES: Sams, Crandall
NAYS: None
ABSENT: Phillips, Chapman, Roberts
VOTE: 2/0/3

J. ADJOURNMENT

Mayor Pro Tem Sams declared the meeting adjourned at 9:04 a.m.

APPROVED this the 20th day of December 2022.

Approved:

Jaclyn Carrington, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE December 20, 2022
FROM: Bobby Dowell, Chief of Police

AGENDA ITEM: Consider approval of an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville Police Department for use of the Denton County Radio Communications System; and authorization for the Town Administrator and Chief of Police to execute same on behalf of the Town.

SUMMARY:

This is for approval of the annual interlocal agreement with Denton County for the use of the Denton County Radio Communication Systems, Tier 3 for fiscal year 22-23.

FISCAL INFORMATION:

FY 22-23 Budget \$720.00

RECOMMENDED MOTION OR ACTION:

Move to approve an Interlocal Cooperation Agreement between Denton County and the Town of Bartonville Police Department for use of the Denton County Radio Communications System; and authorization for the Town Administrator and Chief of Police to execute same on behalf of the Town.

ATTACHMENTS:

Interlocal Cooperation Agreement

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

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

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

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

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

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

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

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

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

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

I.

DEFINITIONS

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

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

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

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

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

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

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

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

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2022, and ending on the 30th day of September, 2023. unless terminated earlier pursuant to Section 7.1.

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

III.

OBLIGATIONS OF TOWN OF BARTONVILLE POLICE DEPARTMENT

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

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

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

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

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

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

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

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

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

IV.

OBLIGATIONS OF THE COUNTY

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

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

4.3 The County is solely responsible for:

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

V.

FEES

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

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

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

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

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

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

VI.

PAYMENT DUE

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

VII.

TERMINATION

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

VIII.

RELEASE AND HOLD HARMLESS

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

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

IX.

IMMUNITY

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

X.

ASSIGNMENT

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

XI.

ENTIRE AGREEMENT

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

**XII.
NOTICES**

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

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

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

**XIII.
AUTHORITY TO SIGN**

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

**XIV.
SEVERABILITY**

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

XV.**VENUE**

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

XVI.**INTERPRETATION OF AGREEMENT**

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

XVII.**REMEDIES**

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

XVIII.**SUCCESSORS AND ASSIGNS**

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

EXECUTED duplicate originals on the dates indicated below:

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

BY:

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

Date Approved by Town Council

Approved as to content:

Bobby Dowell, Chief of Police

Approved as to form:

Attorney for Agency

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

BY:

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

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff



TOWN COUNCIL COMMUNICATION

DATE December 20, 2022

FROM: Thad Chambers, Town Administrator

AGENDA ITEM: Consider approval of a Consulting Services Agreement between Ad Terram Consulting, LLC and the Town of Bartonville for general land use planning and GIS services; and authorization for the Town Administrator to execute same on behalf of the Town.

SUMMARY:

This is for approval of a consulting services agreement for general planning services. These are the same services formerly provided by Dunaway and Associates and Peloton.

Staff utilizes professional planning consulting services, as needed, on a variety of planning related topics which include but are not limited to review and input of plats, zoning and variance applications and other special services requested by the Town staff.

FISCAL INFORMATION:

This expenditure is included in the FY 22-23 budget in the amount of \$40,000.

RECOMMENDED MOTION OR ACTION:

Approve a Consulting Services Agreement between Ad Terram Consulting, LLC for general land use planning and GIS services; and authorization for the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

Consulting Services Agreement

Consulting Services Agreement

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

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

1. ENGAGEMENT; SERVICES.

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

2. TERM AND TERMINATION.

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

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

3. COMPENSATION.

- a) Terms and Conditions. The Town shall pay the Consultant an hourly rate of \$125.00, billable in 15-minute increments. Town shall be invoiced monthly for services performed. Payment of Consultant's invoices shall occur within 30 days from the date of the invoice.
- b) No Other Compensation. The compensation set out above and in Exhibit A will be the Consultant's sole compensation under this agreement.
- c) Expenses. Any ordinary and necessary expenses incurred by the Consultant in the performance of this agreement will be the Consultant's sole responsibility, with the following exceptions:
 - i. Mileage: Consultant's travel occurring while performing agreed-upon tasks or at the explicit request of Town will be billed at the Privately Owned Vehicle (POV) Mileage Reimbursement Rate published by the US. General Services Administration.
 - ii. Direct expenses necessary to perform tasks listed in Exhibit A, including printing or binding, shall be billed at cost.
- d) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Town has no obligation to pay or withhold any sums for those taxes.
- e) Other Benefits. The Consultant has no claim against the Town under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP.

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

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

5. OTHER ACTIVITIES.

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

6. INDEMNIFICATION.

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

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

7. GOVERNING LAW.

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

8. AMENDMENTS.

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

9. ASSIGNMENT AND DELEGATION.

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

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

10. COUNTERPARTS; ELECTRONIC SIGNATURES.

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

11. SEVERABILITY.

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

12. NOTICES.

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

If to the Town:

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

If to the Consultant:

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

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

13. WAIVER.

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

14. ENTIRE AGREEMENT.

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

15. EFFECTIVENESS.

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

16. NECESSARY ACTS; FURTHER ASSURANCES.

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

[SIGNATURE PAGE FOLLOWS]

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

Town of Bartonville

Date: _____

By: _____

Name: Thad Chambers
Title: Town Administrator

Ad Terram Consulting, LLC

Date: November 22, 2022 _____



By: _____

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

EXHIBIT A

SCOPE OF SERVICES

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

Planning Services

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

Geographic Information Systems

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

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



TOWN COUNCIL COMMUNICATION

DATE December 20, 2022

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Discuss and consider approval of an amendment to the Bartonville Community Development Corporations Fiscal Year 22-23 Budget.

SUMMARY:

When the FY 22-23 budget was prepared, restricted funds were inadvertently left out. The budget needs to be amended to reflect these funds which includes promotional carryover and approved incentives as follows:

Promotional Carryover	23,777
Cloud 9 Incentive	16,000
Bartonville Store Incentive	9,900
Tractor Supply Incentive	15,000
Hilltop Improvements Incentive	<u>50,000</u>
Total	<u>114,677</u>

The Community Development Corporation approved the budget amendment at its December 14 ,2022 meeting.

RECOMMENDATION:

Move to approve an amendment to the Bartonville Community Development Corporations Fiscal Year 22-23 Budget.

Fund: 800	FY 2021	FY 2022	FY 2023	FY 2023
	Budget	Budget	Adopted	Proposed
			Budget	Amendment
BEGINNING FUND BALANCE			740,721	787,006
REVENUES				
Sales Tax Revenue	140,000	185,000	197,950	197,950
Interest Earned	1,000	2,500	2,000	2,000
TOTAL REVENUE	141,000	187,500	199,950	199,950
CURRENT YEAR OPERATING EXPENDITURES				
Grant Expenses/Projects	100,000	80,000	100,000	100,000
Other	21,500	19,625	20,875	1,125
Marketing/Promotional				19,750
Supplies	1,900	4,500	4,500	4,500
Contracted Services	35,250	61,000	62,100	62,100
Maintenance	40,000	40,000	40,000	40,000
Salary Transfer to Town	10,000	10,000	20,000	20,000
TOTAL EXPENSES	208,650	215,125	247,475	247,475
OTHER INCENTIVES AND CARRYOVERS				
Promotional Carryover				23,777
Cloud 9 Incentive				16,000
Bartonville Store Incentive				9,900
Tractor Supply Incentive				15,000
Hilltop Improvements Incentive				50,000
RESTRICTED TOTAL				114,677
REV OVER/(UNDER) EXP		(27,625)	(47,525)	(162,202)
PROJECTED ENDING FUND BALANCE		740,721	693,196	624,804



TOWN COUNCIL COMMUNICATION

DATE December 20, 2022

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Discussion on the Town of Bartonville's 50th Anniversary of Incorporation (October 2023).

SUMMARY:

October 2023 marks the 50th anniversary of the incorporation of the Town of Bartonville. In anticipation of this important anniversary, this item is to discuss the Town Council's desires to celebrate the 50th Anniversary and to discuss forming an ad hoc committee of the Council for the purpose of generating a plan for this special occasion.

RECOMMENDED MOTION OR ACTION:

Discussion item. If desired, provide staff direction to bring forward a resolution for the formation of an adhoc committee.