



AGENDA

BARTONVILLE TOWN COUNCIL REGULAR MEETING

SEPTEMBER 15, 2020

6:30 PM

In accordance with order of the Office of the Governor issued March 31, 2020, and in accordance with subsequent orders issued by Office of the Governor issued after that date, the Bartonville Town Council will conduct a work session at Town Hall, 1941 E. Jeter Road, Bartonville, Texas 76226 AND by video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The link to the video conference is www.townofbartonville.com/videomeeting *Please note there is an approximate 30 second delay.*

The public will be permitted to offer public comment via teleconference/video as provided by the agenda and as permitted by the presiding officer during the meeting by joining the meeting at www.zoom.com or by calling the toll-free dial-in number at 877 853 5257. The meeting ID number is **830 5599 0739** and the passcode is 945502. To request to speak at the appropriate time, raise your hand via video or enter *9 on your phone. The identity of each speaker must be clearly stated prior to speaking.

A. CALL MEETING TO ORDER

B. CLOSED SESSION

The Town Council to convene into a closed meeting pursuant to Texas Government Code Chapter 551, section 551.071 and 551.074 to discuss matters relating to consultation with Town Attorney and personnel as follows:

- a. Consultation with Town Attorney regarding Ordinance 693-20 declaring a local state of disaster due to a public health emergency.
- b. Consultation with Town Attorney regarding legal issues related to the Town’s Extraterritorial jurisdiction (ETJ).
- c. Consultation with Town Attorney regarding legal issues related to the Professional Consulting Services Agreement with Pacheco Koch Consulting Engineers, Inc. for Hilltop Road Improvements from Spring Creek Drive to FM 407.
- d. Consultation with Town Attorney regarding legal issues related to the contractor services agreement with Leslie Freeman for Sanitarian and Food Establishment

Inspection Services.

- e. Deliberate and consider the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officers or employees; to wit: Town Secretary.
- f. Consultation with Town Attorney regarding legal issues concerning a Change in Zoning Designation, Conditional Use Permit, and Site Plan for Hemphill, LLC, and related matters.

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

[CLICK HERE](#) to submit general comments regarding issues or agenda items not indicated as a Public Hearing.

F. APPOINTED REPRESENTATIVE/LIAISON REPORTS

- 1. Denton County Emergency Services District #1 – Jim Strange
- 2. Police Chief Report - Department Statistics/Activities for August 2020
- 3. Town Administrator - Monthly Reports for August: Financial Statement; Engineering Report; Animal Control Report; Building Permit Report.

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 a resolution designating the Denton Record Chronicle as the official newspaper for the Town of Bartonville.
- 2. Consider approval of a contractor services agreement with Steve Koehler for building inspection and code enforcement services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town.
- 3. Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town.

4. Consider approval of an agreement with William C. Spore, P.C. for external auditing services the fiscal year ending September 30, 2020, and authorization for the Town Administrator to execute same on behalf of the Town.

H. REGULAR ITEMS

5. Public hearing to consider an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit “A,” Article 14.02, Ordinance 361-05, Zoning regulations, to change the zoning designation of Kincade Lot 2R, Block A, approximately 10.09 acres, from Agriculture District (AG) to Public/Semi-Public (P/SP). The tract of land is located at 2200 E. Jeter Road, Bartonville, Texas. **(The Town Council moved to postpone this item by a vote of 5 to 0 at its August 18, 2020, meeting). (The Planning and Zoning Commission moved to continue this item to November 4, 2020, at its September 2, 2020 meeting.)**
6. Public hearing to consider an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit “A,” Article 14.02, Ordinance 361-05, Zoning regulations, by amending, Chapter 5, Article 5.2 Uses Permitted, for the Town of Bartonville, by granting a Conditional Use Permit to 12 located at 2200 E. Jeter Road, Bartonville, Texas. The property to be considered for the Conditional Use Permit is the same property for which the zoning change from Agriculture (AG) to Public/Semi-Public (P/SP) is being requested. **(The Town Council moved to postpone this item by a vote of 5 to 0 at its August 18, 2020, meeting). (The Planning and Zoning Commission moved to continue this item to November 4, 2020, at its September 2, 2020 meeting.)**
7. Public hearing to consider a Site Plan for Hemphill, LLC being all of a tract of land being described as Kincade Lot 2R, Block A, Town of Bartonville, Denton County, Texas. The property is generally described as a 10.09-acre tract of land located on the south side of East Jeter Road, more commonly known as 2200 E. Jeter Road, Bartonville, Texas. **(The Town Council moved to postpone this item by a vote of 5 to 0 at its August 18, 2020, meeting). (The Planning and Zoning Commission moved to continue this item to November 4, 2020, at its September 2, 2020 meeting.)**
8. Public hearing to consider an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit “A,” Article 14.02, Ordinance 361-05, Zoning regulations, to change the zoning designation of Westend Development Lot 3(PT), approximately 12 acres, from Agriculture District (AG) to Residential Estates 5 (RE-5). The tracts of land are located at 408 Country Court, Bartonville, Texas. **(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its September 2, 2020, meeting.)**

[CLICK HERE](#) to submit comments regarding this Public Hearing item.

Staff Presentation
Hearing Opened to the Public for Comment
Those in Favor

Town Council Meeting Agenda – September 15, 2020

Those Opposed
Hearing Closed to Public Comment
Council Deliberation and Action

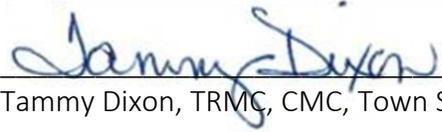
9. Discuss and consider approval of the FY 2020-2021 Annual Work Plan and Budget for the Bartonville Community Development Corporation.
10. Discuss and consider ratification of a Professional Consulting Services Agreement with Pacheco Koch Consulting Engineers, Inc. for Hilltop Road Improvements from Spring Creek Drive to FM 407, in the amount of \$19,147.
11. Discuss and consider approval of a contractor services agreement with Leslie Freeman or Analisa Griffith for Sanitarian Services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town.
12. Discuss and consider approval of a contract services agreement with Leslie Freeman or a Professional Services Agreement with Bureau Veritas North American, Inc. for Health Services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town.
13. Discuss and consider options to fill the court clerk position.
14. Discuss and consider approval of a resolution Town Council of the Town of Bartonville, Texas, repealing and replacing Resolution 2020-10, adopting a Revised Compensation Policy for Town Employees; and providing an effective date.
15. Discuss and consider approval of an ordinance amending the Town's Budget for the Fiscal Year beginning October 1, 2019, and ending September 30, 2020, as adopted by Ordinance No. 672-19 providing for adjustments to the General Fund, Reserve Fund, Wastewater Fund, Street Maintenance Fund, Interest & Sinking Fund, Court Security Fund, and creating the COVID-19 Fund.
16. Discuss and consider approval of an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.
17. Discuss and consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.192940 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Bartonville as of January 1, 2020; and adopting the 2020 tax rolls.

I. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS TO BE ON NEXT AGENDA

J. ADJOURNMENT

Town Council Meeting Agenda – September 15, 2020

I do hereby certify that the Notice of Meeting was posted 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 and said Notice was posted on the following date and time: Friday, September 11, 2020, at 12:45 p.m. at least 72 hours prior to the time of said meeting.

A handwritten signature in blue ink that reads "Tammy Dixon". The signature is written in a cursive style and is positioned above a horizontal line.

Tammy Dixon, TRMC, CMC, Town Secretary

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

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Monthly Finance Report As of August 31, 2020

General Fund Revenues

100 - General Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Other/Transfer	5,700.56	22,731.53	19,000.00	119.64%	(3,731.53)
Property Taxes	1,254.63	831,820.11	814,385.00	102.14%	(17,435.11)
Sales Tax	76,865.66	555,706.68	485,000.00	114.58%	(70,706.68)
Permits	24,530.05	134,706.87	117,150.00	114.99%	(17,556.87)
Franchise Fees	7,857.91	170,777.01	157,500.00	108.43%	(13,277.01)
Development Fees	4,200.00	11,400.00	4,900.00	232.65%	(6,500.00)
Municipal Court	5,686.32	46,490.81	60,000.00	77.48%	13,509.19
Revenue Totals	126,095.13	1,773,633.01	1,657,935.00	106.98%	(115,698.01)

General Fund Expenses

100 - General Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Expense Summary					
Other	948.34	26,469.27	57,650.00	45.91%	31,180.73
Salary & Benefits	58,102.24	602,321.63	708,420.00	85.02%	106,098.37
Not Categorized	0.00	0.00	0.00	0.00%	0.00
Contracted Service	20,368.30	161,891.14	191,999.00	84.32%	30,107.86
Supplies	3,675.23	42,091.55	65,500.00	64.26%	23,408.45
Lantana Town Center Grant	35,304.86	166,935.98	200,000.00	83.47%	33,064.02
Maintenance	4,524.21	45,257.44	60,500.00	74.81%	15,242.56
Transfer	0.00	373,866.00	373,866.00	100.00%	0.00
Capital	0.00	19.99	0.00	0.00%	(19.99)
Expense Totals	122,923.18	1,418,853.00	1,657,935.00	85.58%	239,082.00

Town Administrator Notes:

- 2019-2020 Revenues have surpassed the budgeted amount by approximately 7%
- Sales Tax for August 2020 was up approximately 26% compared to August of last year
- Aside from Municipal Court, all Revenue categories exceeded their budgeted amount for the fiscal year



Town of Bartonville Cash and Fund Balance Report as of August 31, 2020

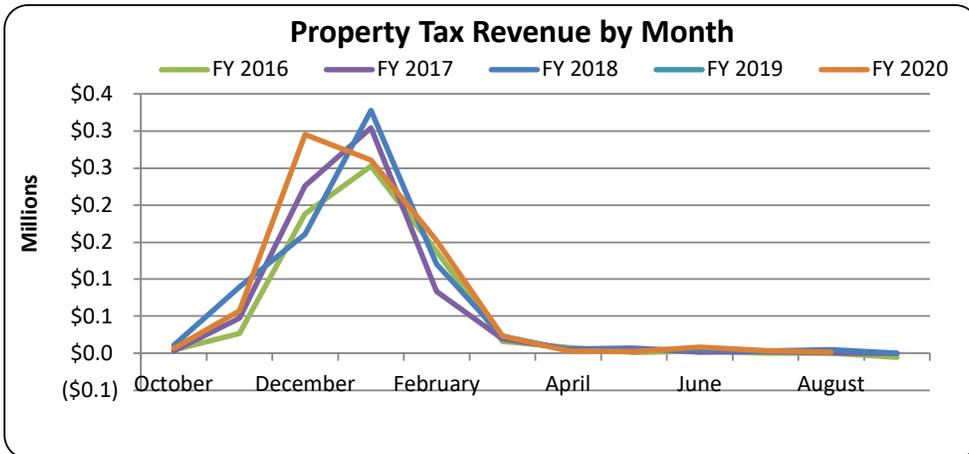
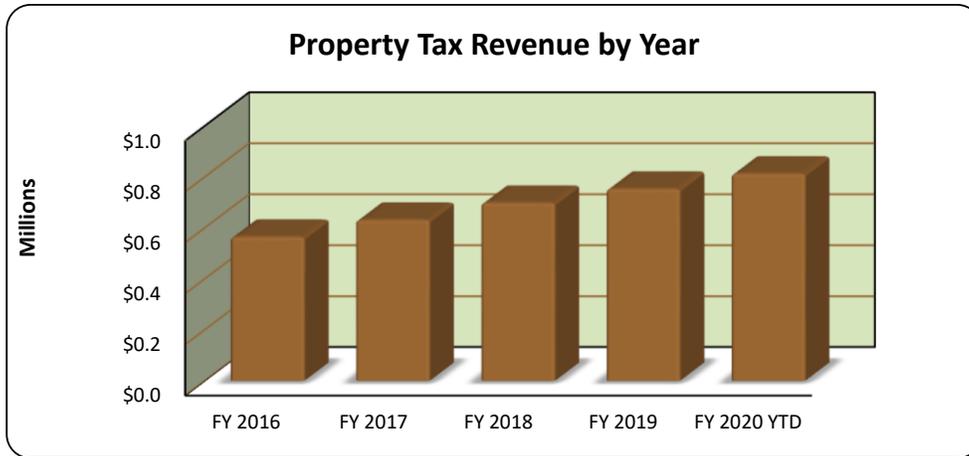
Name	Fund #	Cash Balance	Fund Balance*
General	100	\$ 408,789	\$ 589,667
Reserve	150	314,755	314,755
Wastewater	160	9,531	9,531
Street Maintenance	170	903,673	903,673
Economic Development Liability	180	42,217	42,217
Interest & Sinking	200	830,965	830,965
Court Security	210	4,300	4,300
Court Technology	220	3,801	3,801
Capital Improvement	300	56,390	56,390
Vehicle and Equipment Replacement	301	40,058	40,058
Community Development	800	507,250	513,511
Crime Prevention	900	111,704	111,704
TOTAL		3,233,434	3,420,573
*Fund Balance does not include fixed assets			

*Fund Balance does not include fixed assets



Property Tax Revenue General Fund FY 2019-2020

Month Received	FY 2016 Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 YTD Received	Difference to FY 2019	Variance to FY 2019
October	\$958	\$4,107	\$2,960	\$10,819	\$6,588	(\$4,231)	-39.1%
November	34,117	26,562	47,245	89,284	57,135	(\$32,149)	-36.0%
December	212,125	188,437	226,312	161,044	295,153	\$134,109	83.3%
January	183,779	252,529	304,190	327,835	260,938	(\$66,897)	-20.4%
February	102,179	137,806	83,148	120,142	152,580	\$32,438	27.0%
March	11,131	15,838	19,099	22,870	23,315	445	1.9%
April	4,689	7,908	5,580	4,578	2,844	(1,734)	-37.9%
May	5,743	941	6,731	5,042	2,022	(3,020)	-59.9%
June	1,099	2,945	1,069	4,288	8,100	3,812	88.9%
July	3,109	17	2,295	2,882	3,496	614	21.3%
August	2,471	20	439	4,831	1,255	(3,576)	-74.0%
September	3,931	(5,310)	(189)	165			
Total	\$565,331	\$631,800	\$698,879	\$753,780	\$813,426	\$59,811	8.2%

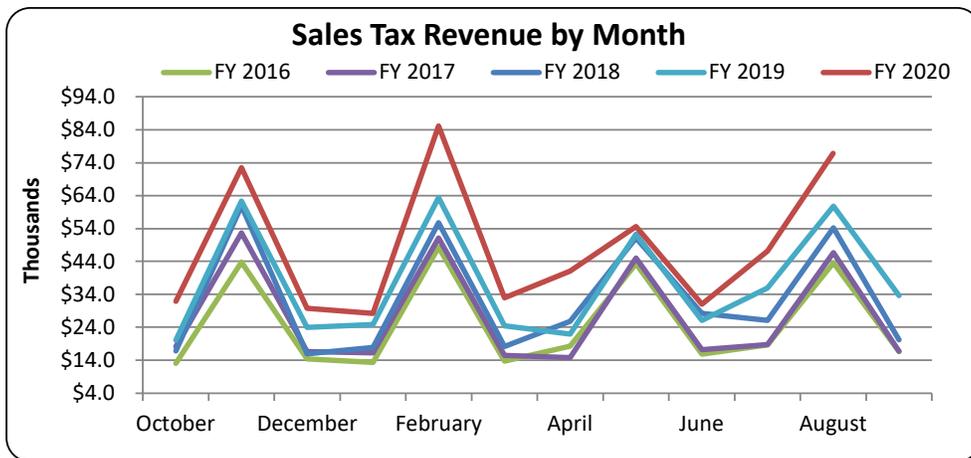
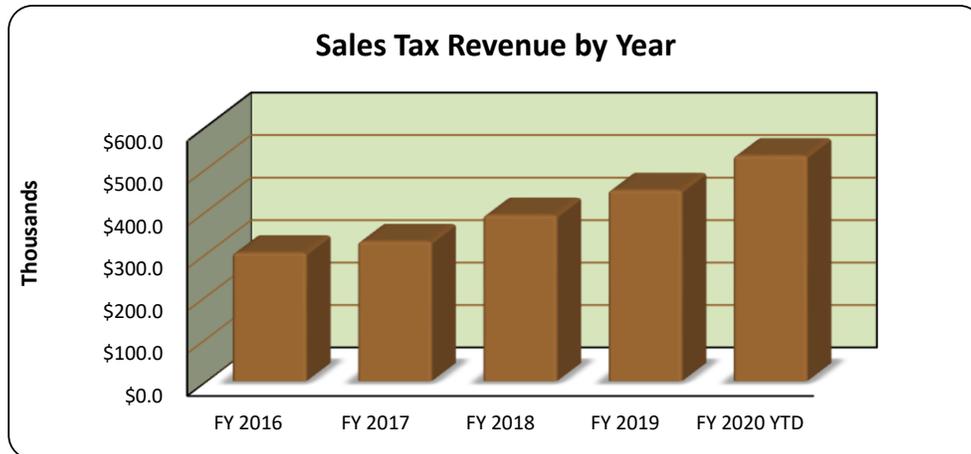




Sales Tax Revenue General Fund FY 2019-2020

Month Received	FY 2016 Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 YTD Received	Difference to FY 2019	Variance to FY 2019
October	\$13,053	\$18,108	\$16,817	\$20,075	\$31,831	\$11,756	58.6%
November	43,778	52,644	60,915	62,429	72,525	\$10,096	16.2%
December	14,355	16,627	15,938	23,908	29,711	\$5,803	24.3%
January	13,318	16,167	17,865	24,850	28,242	\$3,392	13.6%
February	48,335	51,143	55,867	63,452	85,167	\$21,715	34.2%
March	13,726	15,446	18,190	24,378	32,878	8,500	34.9%
April	18,240	14,802	25,773	21,864	41,044	19,180	87.7%
May	43,285	44,996	51,169	52,345	54,690	2,345	4.5%
June	15,784	17,193	28,193	26,105	31,038	4,933	18.9%
July	18,667	18,711	26,048	35,966	47,156	11,190	31.1%
August	43,510	46,694	54,247	60,883	76,866	15,983	26.3%
September	16,585	16,715	20,126	33,639			
Total	\$302,636	\$329,246	\$391,148	\$449,895	\$531,148	\$114,892	52.4%

Special Note: The latest entry for the current fiscal year is listed in the month the tax was collected by the merchant. This amount is not received by the Town until two months later. By tracking information in this manner, the report and analysis will match the Town's Fiscal Year.

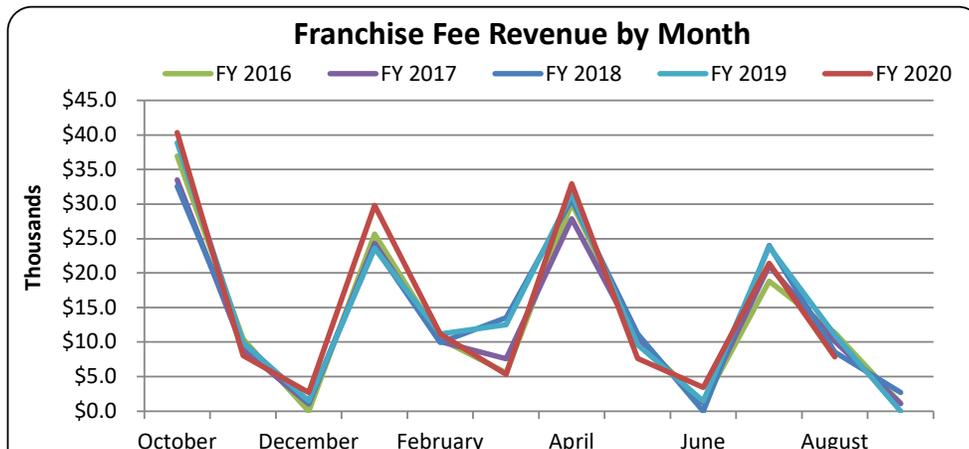
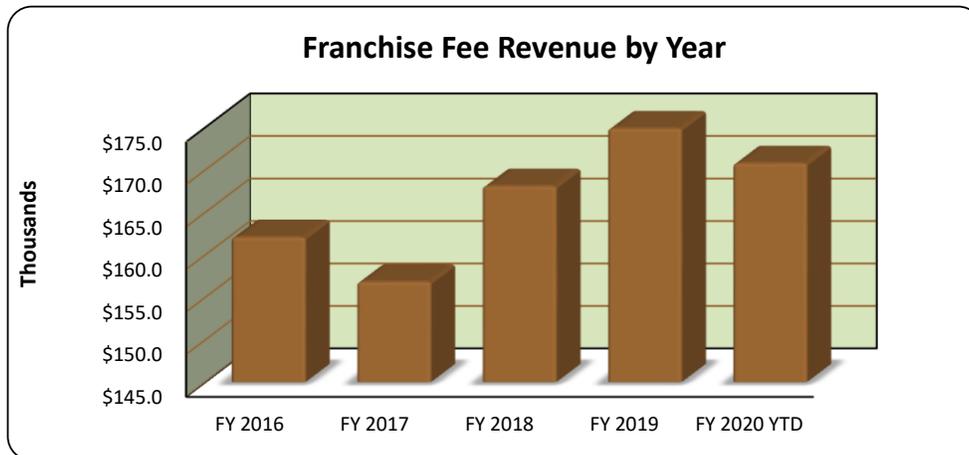




Franchise Fee Revenue General Fund FY 2019-2020

Month Received	FY 2016 Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 YTD Received	Difference to FY 2019	Variance to FY 2019
October	\$36,925	\$33,503	\$32,582	\$38,889	\$40,346	\$1,457	3.7%
November	10,447	8,946	9,905	9,872	8,056	(\$1,816)	-18.4%
December	0	1,061	1,206	1,483	2,702	\$1,219	82.2%
January	25,685	24,339	23,827	23,598	29,838	\$6,240	26.4%
February	10,417	10,053	9,919	11,148	11,186	\$38	0.3%
March	5,534	7,568	13,529	12,496	5,299	(\$7,197)	-57.6%
April	30,147	27,902	30,686	31,486	32,944	1,458	4.6%
May	10,480	9,948	11,177	9,602	7,644	(1,958)	-20.4%
June	1,128	1,208	17	1,440	3,453	2,013	139.8%
July	18,814	21,080	24,025	23,830	21,448	(2,382)	-10.0%
August	11,365	10,126	8,528	11,032	7,858	(3,174)	-28.8%
September	1,136	1,088	2,682	0			
Total	\$162,078	\$156,822	\$168,083	\$174,876	\$170,774	(\$4,102)	-4.2%

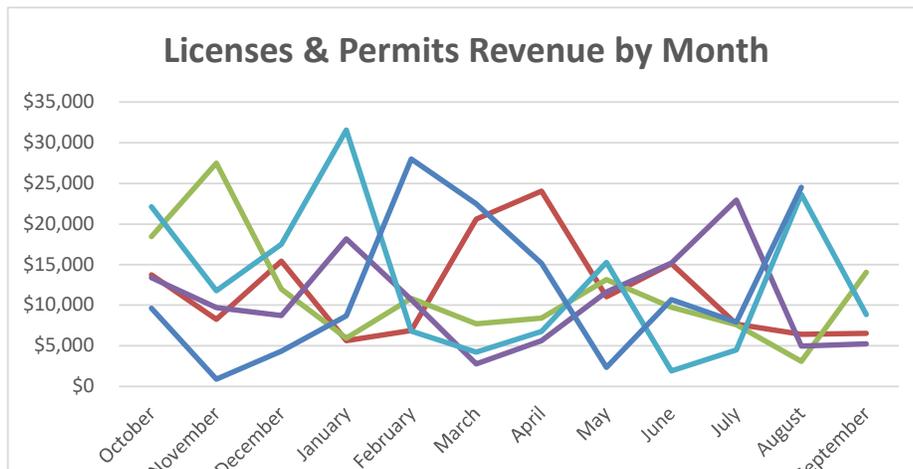
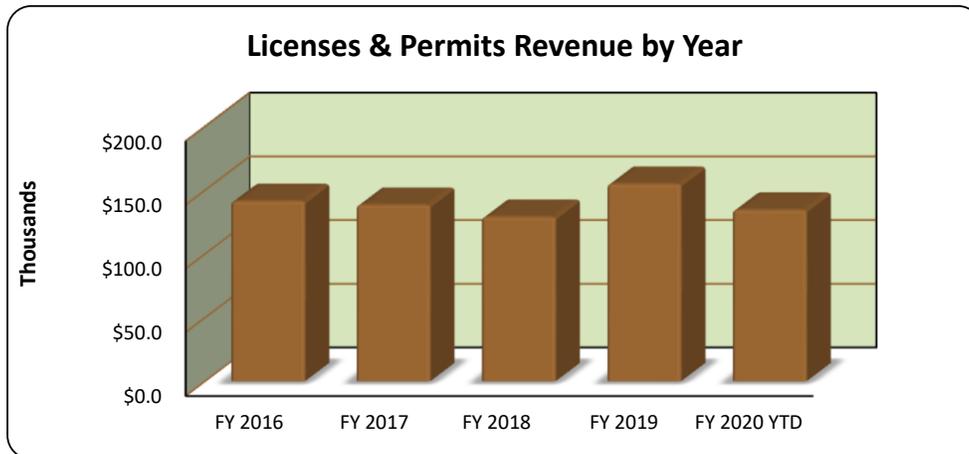
Special Note: Franchise Fees are typically received on a quarterly basis.





Licenses & Permits Revenue General Fund FY 2019-2020

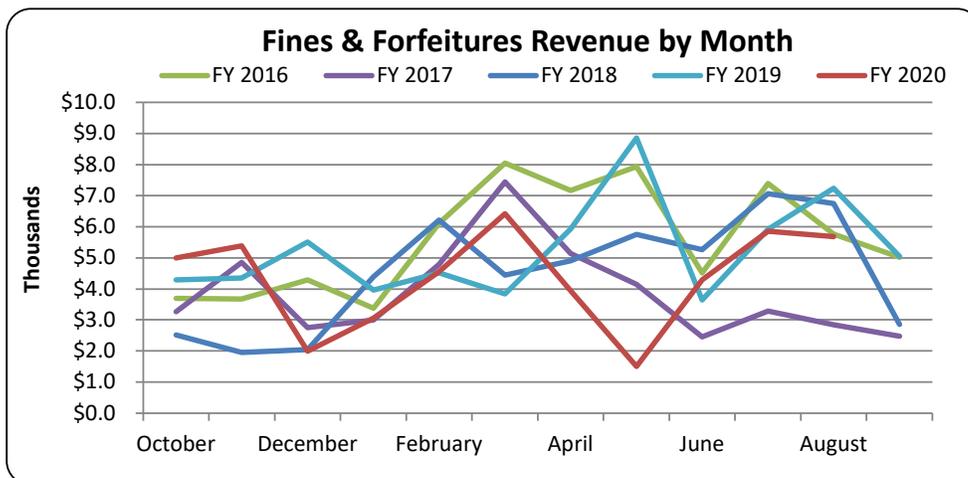
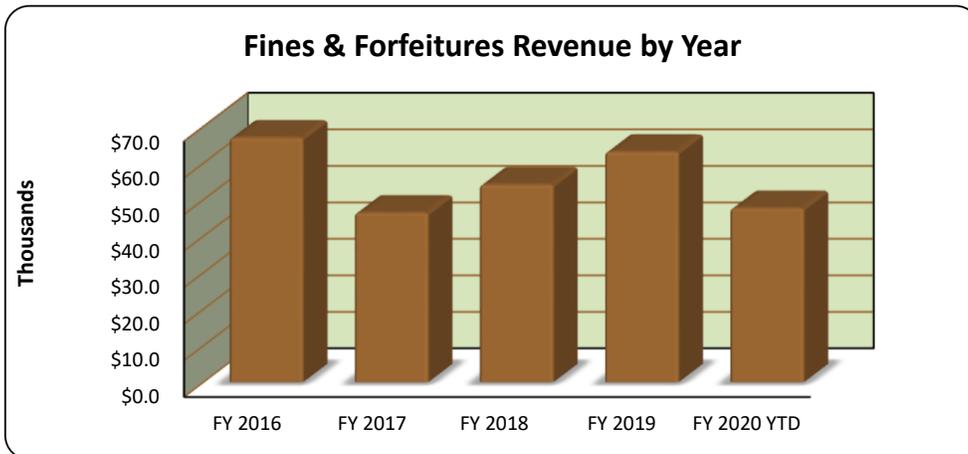
Month Received	FY 2016 Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 YTD Received	Difference to FY 2019	Variance to FY 2019
October	\$13,765	\$18,458	\$13,418	\$22,123	\$9,617	(\$12,506)	-56.5%
November	8,254	27,491	9,687	11,756	895	(\$10,861)	-92.4%
December	15,449	11,950	8,710	17,518	4,335	(\$13,183)	-75.3%
January	5,649	5,944	18,170	31,560	8,692	(\$22,868)	-72.5%
February	6,889	10,821	10,655	6,810	27,976	\$21,166	310.8%
March	20,626	7,705	2,805	4,201	22,471	18,270	434.9%
April	24,034	8,404	5,631	6,745	15,166	8,421	124.9%
May	11,032	13,160	11,604	15,273	2,350	(12,923)	-84.6%
June	15,141	9,715	15,196	1,910	10,656	8,746	457.9%
July	7,678	7,594	22,952	4,475	7,893	3,418	76.4%
August	6,401	3,110	4,960	23,666	24,530	864	3.7%
September	6,524	14,096	5,226	8,854			
Total	\$141,442	\$138,448	\$129,014	\$154,891	\$134,580	(\$11,456)	-12.2%





Fines & Forfeitures Revenue General Fund FY 2019-2020

Month Received	FY 2016 Received	FY 2017 Received	FY 2018 Received	FY 2019 Received	FY 2020 YTD Received	Difference to FY 2019	Variance to FY 2019
October	\$3,695	\$3,270	\$2,514	\$4,292	\$4,998	\$706	16.4%
November	3,674	4,851	1,952	4,359	5,388	\$1,029	23.6%
December	4,294	2,748	2,041	5,514	1,992	(\$3,522)	-63.9%
January	3,378	2,998	4,390	3,966	3,057	(\$909)	-22.9%
February	6,109	4,796	6,218	4,518	4,554	\$36	0.8%
March	8,049	7,445	4,448	3,838	6,419	2,581	67.2%
April	7,167	5,137	4,905	5,932	3,946	(1,986)	-33.5%
May	7,940	4,145	5,759	8,848	1,501	(7,347)	-83.0%
June	4,517	2,452	5,263	3,647	4,297	650	17.8%
July	7,394	3,291	7,057	5,920	5,859	(61)	-1.0%
August	5,768	2,840	6,749	7,244	5,686	(1,558)	-21.5%
September	5,019	2,475	2,848	5,048			
Total	\$67,004	\$46,448	\$54,144	\$63,126	\$47,697	(\$10,381)	-39.2%



Town of Bartonville
 Financial Statement
 As of August 31, 2020

9/8/2020 10:02 AM

100 - General Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Revenue Summary					
Other/Transfer	5,700.56	22,731.53	19,000.00	119.64%	(3,731.53)
Property Taxes	1,254.63	831,820.11	814,385.00	102.14%	(17,435.11)
Sales Tax	76,865.66	555,706.68	485,000.00	114.58%	(70,706.68)
Permits	24,530.05	134,706.87	117,150.00	114.99%	(17,556.87)
Franchise Fees	7,857.91	170,777.01	157,500.00	108.43%	(13,277.01)
Development Fees	4,200.00	11,400.00	4,900.00	232.65%	(6,500.00)
Municipal Court	5,686.32	46,490.81	60,000.00	77.48%	13,509.19
Revenue Totals	<u>126,095.13</u>	<u>1,773,633.01</u>	<u>1,657,935.00</u>	<u>106.98%</u>	<u>(115,698.01)</u>
Expense Summary					
Other	948.34	26,469.27	57,650.00	45.91%	31,180.73
Salary & Benefits	58,102.24	602,321.63	708,420.00	85.02%	106,098.37
Not Categorized	0.00	0.00	0.00	0.00%	0.00
Contracted Service	20,368.30	161,891.14	191,999.00	84.32%	30,107.86
Supplies	3,675.23	42,091.55	65,500.00	64.26%	23,408.45
Lantana Town Center Grant	35,304.86	166,935.98	200,000.00	83.47%	33,064.02
Maintenance	4,524.21	45,257.44	60,500.00	74.81%	15,242.56
Transfer	0.00	373,866.00	373,866.00	100.00%	0.00
Capital	0.00	19.99	0.00	0.00%	(19.99)
Expense Totals	<u>122,923.18</u>	<u>1,418,853.00</u>	<u>1,657,935.00</u>	<u>85.58%</u>	<u>239,082.00</u>

Town of Bartonville
 Financial Statement
 As of August 31, 2020

9/8/2020 10:02 AM

100 - General Fund	Current Month Actual	YTD Actual	Annual Budget	% of Budget	Budget Remaining
Other/Transfer					
100-4001 Prior Year Ad Valorem Refunds	0.00	0.00	0.00	0.00%	0.00
100-4015 COVID-DOJ Treasury Stimulus	(807.75)	0.00	0.00	0.00%	0.00
100-4065 Administration Services	100.00	10,381.09	2,900.00	357.97%	(7,481.09)
100-4090 General Revenue	1,202.50	1,202.50	0.00	0.00%	(1,202.50)
100-4100 Tax Note	0.00	0.00	0.00	0.00%	0.00
100-4116 Permits:Royalties/Other Income	0.00	0.00	0.00	0.00%	0.00
100-4130 Child Safety Collected	0.00	0.00	2,000.00	0.00%	2,000.00
100-4135 Open Records	0.00	41.40	0.00	0.00%	(41.40)
100-4160 LOESE Training Funds	0.00	851.85	0.00	0.00%	(851.85)
100-4220 Veterans Memorial Donation	0.00	0.00	0.00	0.00%	0.00
100-4248 EDC Interest Earned	0.00	0.00	0.00	0.00%	0.00
100-4250 Interest Earned	205.81	5,254.69	8,000.00	65.68%	2,745.31
100-4402 CoServ Grant	0.00	0.00	0.00	0.00%	0.00
100-4705 Sale of Surplus	0.00	0.00	0.00	0.00%	0.00
100-4710 Mowing/Demo Fees	0.00	0.00	0.00	0.00%	0.00
100-4720 TOB/CTWSC Agreement Payment	0.00	0.00	0.00	0.00%	0.00
100-4725 Transfer from BCCPD	0.00	0.00	1,000.00	0.00%	1,000.00
100-4730 Transfer from BCDC	5,000.00	5,000.00	5,000.00	100.00%	0.00
100-4850 NSF Fees	0.00	0.00	100.00	0.00%	100.00
100-4920 General Fund Transfer -Tax Note	0.00	0.00	0.00	0.00%	0.00
100-4925 FM ILA - Transfer to Street	0.00	0.00	0.00	0.00%	0.00
100-4930 Hat Creek Construction Costs	0.00	0.00	0.00	0.00%	0.00
100-4999 Transfer In	0.00	0.00	0.00	0.00%	0.00
Other/Transfer Totals	<u>5,700.56</u>	<u>22,731.53</u>	<u>19,000.00</u>	<u>119.64%</u>	<u>(3,731.53)</u>
Property Taxes					
100-4002 Ad Valorem Current O & M	1,159.52	826,173.86	809,385.00	102.07%	(16,788.86)
100-4003 Ad Valorem Pent & Int	58.75	1,780.27	2,500.00	71.21%	719.73

100-4010 Ad Valorem Deliquent	36.36	3,865.98	2,500.00	154.64%	(1,365.98)
Property Taxes Totals	<u>1,254.63</u>	<u>831,820.11</u>	<u>814,385.00</u>	<u>102.14%</u>	<u>(17,435.11)</u>
Sales Tax					
100-4025 Sales Tax Revenue	76,865.66	510,910.50	450,000.00	113.54%	(60,910.50)
100-4060 Mixed Beverage Allocation	0.00	44,796.18	35,000.00	127.99%	(9,796.18)
Sales Tax Totals	<u>76,865.66</u>	<u>555,706.68</u>	<u>485,000.00</u>	<u>114.58%</u>	<u>(70,706.68)</u>
Permits					
100-4039 Right of Way (ROW) Revenue	0.00	0.00	0.00	0.00%	0.00
100-4101 Permits:Accessory Bldg Permit	0.00	0.00	0.00	0.00%	0.00
100-4103 Permits:Business C of O Permits	0.00	0.00	1,000.00	0.00%	1,000.00
100-4104 Permits:Commercial Bldg Permits	0.00	2,720.00	10,000.00	27.20%	7,280.00
100-4105 Permits:Contractor Registration	750.00	6,625.00	4,000.00	165.63%	(2,625.00)
100-4106 Permits:Culvert/Driveway Permit	0.00	0.00	0.00	0.00%	0.00
100-4107 Permits:Gas Well Inspection Fees	18,100.00	30,500.00	29,200.00	104.45%	(1,300.00)
100-4108 Permits:Health/Food Permits	0.00	5,850.00	6,000.00	97.50%	150.00
100-4109 Permits:Mobile/Utility/Other	0.00	0.00	0.00	0.00%	0.00
100-4110 Permits:Oil/Gas Drilling Permit	0.00	0.00	0.00	0.00%	0.00
100-4111 Permits:Pool Permit Fees	0.00	0.00	0.00	0.00%	0.00
100-4112 Permits:Red Tag Fees	0.00	150.00	500.00	30.00%	350.00
100-4113 Permits:Remodel/Addition Permit	0.00	0.00	0.00	0.00%	0.00
100-4114 Permits:Residential Bldg Permits	5,270.05	83,476.87	60,000.00	139.13%	(23,476.87)
100-4115 Permits:ROW Permit/License	0.00	0.00	0.00	0.00%	0.00
100-4117 Permits:Septic Permit Fee	410.00	5,210.00	6,000.00	86.83%	790.00
100-4118 Permits:Sign or Tree Permits	0.00	150.00	300.00	50.00%	150.00
100-4119 Permits:Special Event/Race Permit	0.00	0.00	50.00	0.00%	50.00
100-4120 Permits:Truck Permit	0.00	25.00	100.00	25.00%	75.00
100-4121 Permits:Water Well/Sprinkler	0.00	0.00	0.00	0.00%	0.00
Permits Totals	<u>24,530.05</u>	<u>134,706.87</u>	<u>117,150.00</u>	<u>114.99%</u>	<u>(17,556.87)</u>
Franchise Fees					
100-4041 Electric/Gas Franchise Fees	0.00	113,993.12	110,000.00	103.63%	(3,993.12)
100-4042 Telephone Franchise Fees	5,603.90	27,260.02	20,000.00	136.30%	(7,260.02)
100-4045 Solidwaste Franchise Fees	1,567.61	16,853.27	15,000.00	112.36%	(1,853.27)
100-4046 Water Franchise Fees	<u>686.40</u>	<u>12,670.60</u>	<u>12,500.00</u>	<u>101.36%</u>	<u>(170.60)</u>

Franchise Fees Totals	<u>7,857.91</u>	<u>170,777.01</u>	<u>157,500.00</u>	<u>108.43%</u>	<u>(13,277.01)</u>
Development Fees					
100-4102 Permits:BOA Application Fees	450.00	2,250.00	900.00	250.00%	(1,350.00)
100-4122	<u>3,750.00</u>	<u>9,150.00</u>	<u>4,000.00</u>	<u>228.75%</u>	<u>(5,150.00)</u>
Development Fees Totals	<u>4,200.00</u>	<u>11,400.00</u>	<u>4,900.00</u>	<u>232.65%</u>	<u>(6,500.00)</u>
Municipal Court					
100-4150 Municipal Court Fines	4,778.00	38,487.90	60,000.00	64.15%	21,512.10
100-4157 Court Costs	908.32	8,002.91	0.00	0.00%	(8,002.91)
100-4158 Building Security Fees	0.00	0.00	0.00	0.00%	0.00
100-4161 Time Payment Reimbursement Fee	0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals	<u>5,686.32</u>	<u>46,490.81</u>	<u>60,000.00</u>	<u>77.48%</u>	<u>13,509.19</u>
Revenue Totals	<u><u>126,095.13</u></u>	<u><u>1,773,633.01</u></u>	<u><u>1,657,935.00</u></u>	<u><u>106.98%</u></u>	<u><u>(115,698.01)</u></u>

Town of Bartonville
 Financial Statement
 As of August 31, 2020

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100 - General Fund	Administration	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Salary & Benefits		19,961.09	216,627.44	239,564.00	90.43%	22,936.56
Other		948.34	25,541.27	55,650.00	45.90%	30,108.73
Contracted Service		20,368.30	151,831.93	178,100.00	85.25%	26,268.07
Supplies		2,593.53	32,088.40	44,500.00	72.11%	12,411.60
Lantana Town Center Grant		0.00	0.00	0.00	0.00%	0.00
Capital		0.00	0.00	0.00	0.00%	0.00
Maintenance		2,548.82	27,236.36	37,500.00	72.63%	10,263.64
Transfer		0.00	0.00	0.00	0.00%	0.00
Not Categorized		0.00	0.00	0.00	0.00%	0.00
Administration Totals		<u>46,420.08</u>	<u>453,325.40</u>	<u>555,314.00</u>	<u>81.63%</u>	<u>101,988.60</u>

100 - General Fund	Police	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Maintenance		1,975.39	18,021.08	23,000.00	78.35%	4,978.92
Salary & Benefits		35,816.22	367,886.75	445,210.00	82.63%	77,323.25
Other		0.00	928.00	2,000.00	46.40%	1,072.00
Contracted Service		0.00	5,959.21	7,899.00	75.44%	1,939.79
Supplies		1,081.70	10,003.15	21,000.00	47.63%	10,996.85
Capital		0.00	19.99	0.00	0.00%	(19.99)
Not Categorized		0.00	0.00	0.00	0.00%	0.00
Police Totals		<u>38,873.31</u>	<u>402,818.18</u>	<u>499,109.00</u>	<u>80.71%</u>	<u>96,290.82</u>

100 - General Fund	Municipal Court	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
Contracted Service		0.00	4,100.00	6,000.00	68.33%	1,900.00
Salary & Benefits		2,324.93	17,807.44	23,646.00	75.31%	5,838.56
Not Categorized		0.00	0.00	0.00	0.00%	0.00
Municipal Court Totals		<u>2,324.93</u>	<u>21,907.44</u>	<u>29,646.00</u>	<u>73.90%</u>	<u>7,738.56</u>

100 - General Fund	Transfers	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
	Not Categorized	0.00	0.00	0.00	0.00%	0.00
	Lantana Town Center Grant	35,304.86	166,935.98	200,000.00	83.47%	33,064.02
	Transfer	0.00	373,866.00	373,866.00	100.00%	0.00
	Other	0.00	0.00	0.00	0.00%	0.00
	Transfers Totals	<u>35,304.86</u>	<u>540,801.98</u>	<u>573,866.00</u>	<u>94.24%</u>	<u>33,064.02</u>
	Expense Totals	<u><u>122,923.18</u></u>	<u><u>1,418,853.00</u></u>	<u><u>1,657,935.00</u></u>	<u><u>85.58%</u></u>	<u><u>239,082.00</u></u>

Town of Bartonville
 Financial Statement
 As of August 31, 2020

9/8/2020 10:02 AM

100 - General Fund	Administration	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-10-2998	Test Check	0.00	0.00	0.00	0.00%	0.00
100-10-5002	Certification Wages	138.46	2,007.72	2,400.00	83.66%	392.28
100-10-5007	Overtime Wages	0.00	0.00	0.00	0.00%	0.00
100-10-5008	Vacation Buy Back	0.00	0.00	0.00	0.00%	0.00
100-10-5012	Administrator Salary	5,430.78	63,190.65	82,400.00	76.69%	19,209.35
100-10-5013	Town Secretary Salary	8,653.84	78,746.16	82,400.00	95.57%	3,653.84
100-10-5015	Court Clerk Salary	0.00	0.00	0.00	0.00%	0.00
100-10-5016	Admin Assistant Salary	397.50	8,602.50	11,700.00	73.53%	3,097.50
100-10-5018	Longevity Pay	0.00	804.00	780.00	103.08%	(24.00)
100-10-5019	Mileage Pay	0.00	913.78	2,000.00	45.69%	1,086.22
100-10-5020	Retirement - TMRS	2,227.34	22,539.55	26,184.00	86.08%	3,644.45
100-10-5023	FICA	211.99	2,720.23	3,000.00	90.67%	279.77
100-10-5025	Health and Dental	2,901.18	31,721.40	22,000.00	144.19%	(9,721.40)
100-10-5030	Unemployment Benefits	0.00	144.01	0.00	0.00%	(144.01)
100-10-5035	COVID-19 Expenses	0.00	0.00	0.00	0.00%	0.00
100-10-5053	Advertisements and Notices	367.00	1,551.80	2,000.00	77.59%	448.20
100-10-5063	Animal Control	960.00	8,640.00	12,800.00	67.50%	4,160.00
100-10-5079	Appraisal Fees	0.00	0.00	0.00	0.00%	0.00
100-10-5080	Appraisal District	0.00	3,763.17	6,000.00	62.72%	2,236.83
100-10-5081	Audit Entries	0.00	0.00	0.00	0.00%	0.00
100-10-5082	Audit & Accounting Expense	375.00	4,375.00	3,750.00	116.67%	(625.00)
100-10-5102	Bank Service Charges	20.00	53.87	100.00	53.87%	46.13
100-10-5103	Banners and Signs	0.00	7,373.18	15,000.00	49.15%	7,626.82
100-10-5113	Building Inspections/Code Enforc	2,570.00	25,715.00	30,000.00	85.72%	4,285.00
100-10-5128	Cell Phone Charges	0.00	800.00	1,200.00	66.67%	400.00
100-10-5140	Clean Up Day	400.00	4,000.00	10,000.00	40.00%	6,000.00
100-10-5142	Codification	0.00	2,100.00	2,700.00	77.78%	600.00
100-10-5147	Computer Software	930.78	23,813.75	26,000.00	91.59%	2,186.25
100-10-5154	Contract Labor	0.00	0.00	0.00	0.00%	0.00
100-10-5157	Copier Lease/Supplies/Maint	259.05	2,958.70	5,000.00	59.17%	2,041.30

100-10-5158 Copier/Printing Expense and Sup	0.00	833.86	2,500.00	33.35%	1,666.14
100-10-5161 County Filing Fees	0.00	301.00	0.00	0.00%	(301.00)
100-10-5162 County Tax Collection	0.00	1,881.00	3,000.00	62.70%	1,119.00
100-10-5207 Dues & Certs	0.00	2,051.00	2,400.00	85.46%	349.00
100-10-5220 Veterans Memorial	0.00	0.00	0.00	0.00%	0.00
100-10-5225 ED Sales Tax Grants	0.00	0.00	0.00	0.00%	0.00
100-10-5226 Election Expense	0.00	0.00	12,500.00	0.00%	12,500.00
100-10-5230 Engineering/Surveying Services	605.00	14,500.47	20,000.00	72.50%	5,499.53
100-10-5275 Gas Well Inspections	0.00	19,758.90	24,750.00	79.83%	4,991.10
100-10-5276 Gas Well Complaint Invest.	0.00	0.00	0.00	0.00%	0.00
100-10-5281 LTC Property Tax Grant	0.00	0.00	0.00	0.00%	0.00
100-10-5303 Historic Marker	0.00	0.00	0.00	0.00%	0.00
100-10-5337 Insurance - Property & Liability	0.00	4,437.44	5,500.00	80.68%	1,062.56
100-10-5381 Legal	15,558.30	54,783.22	50,000.00	109.57%	(4,783.22)
100-10-5404 Maintenance/Repair/Cleaning	1,171.00	16,758.72	20,000.00	83.79%	3,241.28
100-10-5405 Tree Trimming	0.00	0.00	3,000.00	0.00%	3,000.00
100-10-5406 Public Transportation	0.00	1,800.00	1,800.00	100.00%	0.00
100-10-5416 Mixed Beverage	0.00	0.00	0.00	0.00%	0.00
100-10-5477 Office Supplies/Sm Ofc Equip	1,199.00	2,509.52	4,000.00	62.74%	1,490.48
100-10-5479 Operations and Supplies	204.70	1,972.57	4,000.00	49.31%	2,027.43
100-10-5482 Other	0.00	0.00	0.00	0.00%	0.00
100-10-5513 Planning Services	0.00	7,258.75	10,000.00	72.59%	2,741.25
100-10-5514 Postage	161.34	1,653.21	3,000.00	55.11%	1,346.79
100-10-5530 Professional Services	0.00	0.00	0.00	0.00%	0.00
100-10-5537 Publications/Subscriptions	0.00	150.75	1,000.00	15.08%	849.25
100-10-5600 Reconciliation Discrepancies	0.00	0.00	0.00	0.00%	0.00
100-10-5601 Records Management	0.00	4,456.42	6,000.00	74.27%	1,543.58
100-10-5630 Sanitarian & Health Inspections	300.00	4,900.00	10,000.00	49.00%	5,100.00
100-10-5703 TCEQ Fees	0.00	170.00	150.00	113.33%	(20.00)
100-10-5710 Town Meetings/Events	0.00	1,445.96	1,800.00	80.33%	354.04
100-10-5712 Transfer CIP - Town Hall Impr	0.00	0.00	0.00	0.00%	0.00
100-10-5713 Transfer to Street Fund	0.00	0.00	0.00	0.00%	0.00
100-10-5714 Transfer to Reserve Fund	0.00	0.00	0.00	0.00%	0.00
100-10-5715 Transfer to Capital Imp Fund	0.00	0.00	0.00	0.00%	0.00
100-10-5716 Transfer to Public Safety Fund	0.00	0.00	0.00	0.00%	0.00
100-10-5717 Travel & Training	0.00	4,690.50	5,000.00	93.81%	309.50

100-10-5718 Transfer to COVID-19 Fund	0.00	0.00	0.00	0.00%	0.00
100-10-5727 Utilities	1,377.82	10,477.64	17,500.00	59.87%	7,022.36
100-10-5780 Tax Note	0.00	0.00	0.00	0.00%	0.00
100-10-6008 Equipment	0.00	0.00	0.00	0.00%	0.00
Administration Totals	<u>46,420.08</u>	<u>453,325.40</u>	<u>555,314.00</u>	<u>81.63%</u>	<u>101,988.60</u>

100 - General Fund	Police	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-20-5002	Certification Wages	396.14	4,586.36	8,500.00	53.96%	3,913.64
100-20-5003	Police Officer Wages	11,896.00	122,509.66	154,363.00	79.36%	31,853.34
100-20-5004	Sergeant	4,555.20	54,281.99	59,225.00	91.65%	4,943.01
100-20-5007	Overtime Wages	1,271.84	9,139.20	15,000.00	60.93%	5,860.80
100-20-5008	Vacation Buy Back	0.00	0.00	0.00	0.00%	0.00
100-20-5014	Police Chief Salary	5,942.30	71,221.16	77,250.00	92.20%	6,028.84
100-20-5018	Longevity Pay	0.00	1,266.00	1,278.00	99.06%	12.00
100-20-5020	Retirement - TMRS	3,768.03	41,136.11	47,894.00	85.89%	6,757.89
100-20-5023	FICA	348.88	4,545.76	5,000.00	90.92%	454.24
100-20-5025	Health and Dental	7,276.32	41,156.58	55,000.00	74.83%	13,843.42
100-20-5029	Workers Compensation	0.00	8,286.32	10,000.00	82.86%	1,713.68
100-20-5030	Unemployment Benefits	0.00	71.93	0.00	0.00%	(71.93)
100-20-5035	COVID-19 Expenses	0.00	0.00	0.00	0.00%	0.00
100-20-5084	Auto Maint/Repair/CarWash	1,397.89	4,938.23	8,000.00	61.73%	3,061.77
100-20-5128	Cell Phone Charges	361.51	3,372.44	4,200.00	80.30%	827.56
100-20-5134	Child Safety	0.00	0.00	0.00	0.00%	0.00
100-20-5145	Computer Maintenance	577.50	13,082.85	15,000.00	87.22%	1,917.15
100-20-5172	Criminal Invest & Background	0.00	560.21	2,000.00	28.01%	1,439.79
100-20-5204	DCSO Communications Contract	0.00	5,399.00	5,399.00	100.00%	0.00
100-20-5205	DCSO Support Contract	0.00	0.00	500.00	0.00%	500.00
100-20-5208	Dues & Memberships	0.00	686.00	1,000.00	68.60%	314.00
100-20-5264	Fuel & Lubricants	745.97	5,233.26	11,000.00	47.58%	5,766.74
100-20-5334	Insurance - Auto	0.00	1,668.00	3,000.00	55.60%	1,332.00
100-20-5336	Insurance - Police Liability	0.00	2,991.24	2,500.00	119.65%	(491.24)
100-20-5337	Insurance - Property & Liability	0.00	1,654.00	2,000.00	82.70%	346.00
100-20-5420	Motorola Solutions	0.00	0.00	0.00	0.00%	0.00
100-20-5479	Operations and Supplies	51.99	2,952.94	4,000.00	73.82%	1,047.06
100-20-5647	Small Equipment Purchase/Repa	0.00	772.32	2,500.00	30.89%	1,727.68
100-20-5717	Travel & Training	0.00	242.00	1,000.00	24.20%	758.00
100-20-5718	Transfer to COVID-19 Fund	0.00	0.00	0.00	0.00%	0.00
100-20-5726	Uniform & Apparel Expense	283.74	1,044.63	3,500.00	29.85%	2,455.37
100-20-5785	Vehicle Replacement Fund Trans	0.00	0.00	0.00	0.00%	0.00
100-20-6008	Equipment	0.00	19.99	0.00	0.00%	(19.99)
Police Totals		38,873.31	402,818.18	499,109.00	80.71%	96,290.82

100 - General Fund	Municipal Court	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-30-5015	Court Clerk Salary	1,985.25	15,146.50	19,500.00	77.67%	4,353.50
100-30-5020	Retirement - TMRS	310.89	2,362.10	3,054.00	77.34%	691.90
100-30-5023	FICA	28.79	298.84	1,092.00	27.37%	793.16
100-30-5030	Unemployment Benefits	0.00	0.00	0.00	0.00%	0.00
100-30-5035	COVID-19 Expenses	0.00	0.00	0.00	0.00%	0.00
100-30-5421	Municipal Court Expenses	0.00	4,100.00	6,000.00	68.33%	1,900.00
Municipal Court Totals		<u>2,324.93</u>	<u>21,907.44</u>	<u>29,646.00</u>	<u>73.90%</u>	<u>7,738.56</u>

100 - General Fund	Transfers	Current Month Actual	YTD Actual	Annual Budget	% Budget Used	Budget Remaining
100-90-5713	Transfer to Street Fund	0.00	0.00	0.00	0.00%	0.00
100-90-5714	Transfer to Reserve Fund	0.00	0.00	0.00	0.00%	0.00
100-90-5720	Transfer to Economic Developme	35,304.86	166,935.98	200,000.00	83.47%	33,064.02
100-90-5721	Transfer to Vehicle/Equip Replac	0.00	16,400.00	16,400.00	100.00%	0.00
100-90-5722	Transfer to I&S Fund	0.00	357,466.00	357,466.00	100.00%	0.00
100-90-5780	Tax Note	0.00	0.00	0.00	0.00%	0.00
100-90-5999	Transfers Out	0.00	0.00	0.00	0.00%	0.00
Transfers Totals		<u>35,304.86</u>	<u>540,801.98</u>	<u>573,866.00</u>	<u>94.24%</u>	<u>33,064.02</u>
Expense Totals		<u><u>122,923.18</u></u>	<u><u>1,418,853.00</u></u>	<u><u>1,657,935.00</u></u>	<u><u>85.58%</u></u>	<u><u>239,082.00</u></u>

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TOWN OF BARTONVILLE

September 9, 2020
Mail

Via E-

Specific Project Schedule

Development Plats As Needed

To: Sylvia Ordeman, Town Administrator

From: Gary L. Vickery, P.E., CFM
Town Engineer

REF: TNP No. BRT20024

Plan & Plat Review

- We have reviewed a proposed Preliminary Plat for a tract at the end of Blenheim Street (Palmer Addition), have reviewed a replat for a lot on Hunter Court and Country Court, have reviewed a plat submittal for the Robert Evans Ranch Addition, and have reviewed a permit submittal for a proposed monopole installation on the Church of the Nazarene property.

Streets

- The 2019 Streets project is nearing completion. All streets have been paved, so only cleanup and punch list items throughout the project remain. There has been an issue with a large crack down the middle of Glenview. The supplier investigated and they believe the pavement was placed too thin (they recommend a min. 1.5"). To confirm we had the lab do cores and they found the surface course to be 1.5" to 2.25" thick. In the meantime the crack has been sealed. I informally mentioned to the contractor that we will expect a refund of at least the materials cost of the fabric. When his pay estimate is submitted we will make a formal request for reimbursement.
- We are working with the Town Administrator and Councilman Traylor on an evaluation of what street projects to initiate to use the remaining tax note funds.
- We have requested pricing for a Work Order under the Annual Contract for riprap repairs on Rockgate Road.

General Consulting

- We have responded to questions related to floodplain issues on Landfall Circle and have been engaged in discussions between the Town and Denton County related to Hilltop Road construction.

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Address	Notes	Code
Aug 27, 2020 5:05 PM 1000 blk frenchtown rd	we removed a dead skunk from the roadway	Animal Control
Aug 27, 2020 4:59 PM	Patrolled city focusing on stray animals.	Animal Control
Aug 19, 2020 11:12 AM 1209 chestnut	we responded for a loose dog in the area. officer was unable to locate upon arrival	Animal Control
Aug 18, 2020 4:36 PM	Patrolled city focusing on stray animals.	Animal Control
Aug 13, 2020 3:58 PM	Patrolled city focusing on stray animals.	Animal Control
Aug 11, 2020 10:27 AM 3400 FM 407	we assisted with the removal of a large snake from a private vehicle.	Animal Control
Aug 3, 2020 1:48 PM	Patrolled city focusing on stray animals.	Animal Control

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PermitReport

9/7/2020 3:59:03 PM

Permit #	Contact	Property	Permit Type	Paid Amount
20-00136-01	Sterling Brook Custom Homes	261 Green Oaks Dr	Addition/REmodel Permit (AC)	\$2,520.05
20-00174-01	Tim House	96 McMakin Rd	Deck Permit	\$75.00
20-00164-01	Mike Chandler Electric	440 Wolf Run Rd	Electrical Permit	\$130.00
20-00159-01	Angus Mechanical Services	322 Green Oaks Dr	Mechanical Permit	\$130.00
20-00156-01	Wyse Services	1136 W Jeter Rd	OSSF Permit - Residential	\$410.00
20-00151-01	Watercrest Pools	1013 Hat Creek Road	Pool/Spa (inground)	\$825.00
20-00161-01	Claffey Pools	1524 W Jeter Rd	Pool/Spa (inground)	\$825.00
20-00170-01	Klapprodt Pools	1136 W Jeter Rd	Pool/Spa (inground)	\$955.00
20-00173-01	Agravista Inc.	1440 E Jeter Rd	Sprinkler/Irrigation Permit	\$110.00
20-00132-01	Sterling Brook Custom Homes		Contractor Registration - General	\$125.00
20-00165-01	Claffey Pools		Contractor Registration - General	\$125.00
20-00171-01	Klapprodt Pools		Contractor Registration - General	\$125.00
20-00172-01	Agravista Inc.		Contractor Registration - Irrigation	\$125.00
20-00158-01	Angus Mechanical Services		Contractor Registration - Mechanical	\$125.00
20-00162-01	Ecco Environmental		Contractor Registration - Mechanical	\$125.00
8 Permits				
1 Septic Permit				
3 Pool Permits				
6 Contractor Registrations				
Total Fees Collected				\$6,730.05

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TOWN COUNCIL AGENDA ITEM NO.

CONSENT ITEM 1

DATE: September 15, 2020

FROM: Tammy Dixon, Town Secretary

ITEM: Consider approval of a resolution designating the Denton Record-Chronicle as the official newspaper for the Town of Bartonville.

SUMMARY:

This item is to approve a resolution designating the Denton Record-Chronicle as the official newspaper for the Town of Bartonville. The Town of Bartonville is required by Section 52.004 of the Local Government Code to designate an official newspaper each year.

Section 2051.044 of the Texas Government Code provides that a newspaper used to convey official notices must meet the following requirements in order to be considered:

1. Newspaper must devote not less than 25 percent of its total column lineage to general interest items.
2. Newspaper must be published at least once a week.
3. Newspaper must be entered as second-class postal matter in Denton County.
4. Newspaper must have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

FISCAL IMPACT:

N/A

LEGAL REVIEW:

N/A

ATTACHMENTS:

- Draft Resolution

RECOMMENDATION: Move to approve a resolution designating the Denton Record-Chronicle as the official newspaper for the Town of Bartonville for Fiscal Year 2020-2021.

TOWN OF BARTONVILLE, TEXAS

RESOLUTION 2020-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, DESIGNATING THE DENTON RECORD-CHRONICLE AS THE OFFICIAL NEWSPAPER FOR THE TOWN OF BARTONVILLE, TEXAS.

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

WHEREAS, Chapter 52, Subchapter A, Section 52.004 (a) of the Texas Local Government Code provides that the governing body of a municipality shall designate an Official Newspaper for the Town at the beginning of each Fiscal Year,

WHEREAS, the Town of Bartonville's Fiscal Year begins on the first day of October and continues through the 30th day of September of each year.

WHEREAS, Section 2051.044 of the Texas Government Code provides that a newspaper used to convey official notices must as a general matter:

- (1) devotes not less than 25 percent of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the Town of Bartonville finds that the Denton Record-Chronicle is a publication that meets all the criteria legally required of an officially designated newspaper for the Town of Bartonville.

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

SECTION 1.

The Denton Record Chronicle is hereby designated as the Official Newspaper for the Town of Bartonville, Texas, for the Fiscal Year 2020-2021.

SECTION 2.

The Town Secretary is hereby directed to publish all Fiscal Year 2020-2021 notices and advertisements in the Denton Record Chronicle newspaper in accordance with the law.

SECTION 3.

This resolution shall become effective immediately from and after its passage and it is accordingly resolved.

PASSED AND APPROVED this the 15th day of September 2020.

APPROVED:

Bill Scherer, Mayor

ATTEST:

Tammy Dixon, Town Secretary

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TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Consider approval of a contractor services agreement with Steve Koehler for building inspection and code enforcement services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town.

SUMMARY:

Steve Koehler serves as the Town's Building Official and his services include in part: Enforcing all building and property codes; review and approves plans; issues permits, performs residential and commercial building inspections; confer with architects, contractors, builders and the general public; enforce town property codes relating to zoning, sign regulations, trash, abandoned and junk vehicles, vegetation, and other similar ordinances through inspection, written compliance notification and citation; testify in municipal court if necessary; perform public infrastructure inspections and attend meetings as required.

Mr. Koehler also installs, maintains, or repairs public traffic control devices; and performs other property and grounds maintenance services at the direction of Town Staff on an as needed basis.

FISCAL IMPACT:

FY 2020-2021 \$30,000

LEGAL REVIEW:

N/A

ATTACHMENTS:

- Building Inspection and Code Enforcement Contract FY 2020-2021

RECOMMENDATION: Move to approve a contractor services agreement with Steve Koehler for building inspection and code enforcement services beginning October 1, 2020, through September 30, 2021; and authorize the Town Administrator to execute same on behalf of the Town.

**AGREEMENT FOR BUILDING INSPECTION
AND CODE ENFORCEMENT SERVICES**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by Steven John Koehler, a private contractor, (hereinafter referred to as Steve Koehler) and the Town of Bartonville, Texas, a municipal corporation, (hereinafter referred to as “Bartonville” or the “Town”).

RECITALS:

WHEREAS, Bartonville is desirous of providing its residents and businesses with building inspection and code enforcement services; and

WHEREAS, Steve Koehler being a fully licensed State Plumbing Inspector and is desirous of furnishing building inspection and code enforcement services to Bartonville; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide building inspection and code enforcement services at the highest level possible to Bartonville in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

- Section 2. **Term:** This Agreement shall be for a term of twelve months (12) months, commencing on October 1, 2020, and ending September 30, 2021, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Bartonville.

- Section 3. **Scope of Services:** Steve Koehler hereby agrees to provide Bartonville the following services:

- a. **General Services:** Enforce all building and property codes; review and approve plans; issue permits; perform residential and commercial building inspections; confer with architects, contractors, builders and the general public; enforce town property codes relating to zoning, sign regulations, trash, abandoned and junk vehicles, vegetation, and other similar ordinances through inspection, written compliance notification and citation; testify in municipal court if necessary; perform public infrastructure inspections and attend meetings as required.
- b. **Service Calls:** Steve Koehler will provide building inspection and code enforcement general and special services in consideration for the payment to be made by Bartonville under Section 4a.
- c. **Reports:** Steve Koehler will prepare and submit a biweekly report and invoice to the Town Staff of Bartonville summarizing all building inspection and code enforcement general and special services activity within the Town limits from the previous two-week period.
- e. **Special Services:** Steve Koehler and/or assigns will install, maintain, or repair public traffic control devices at the direction of Town Staff on an as needed basis. Steve Koehler and/or assigns will perform other property and grounds maintenance services at the direction of Town Staff on an as needed basis. Steve Koehler will provide public infrastructure inspections at the direction of and under the supervision of the Town Engineer and/or Mayor.
- f. **Equipment and Availability:** Steve Koehler will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. Steve Koehler will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.

Section 4. **Bartonville's Obligations:** Bartonville agrees to perform the following:

- a. Make payment to Steve Koehler, on a biweekly basis and upon receipt of a biweekly report, in accordance with the following fee schedule:
 - 1. Building Inspections: Thirty-five dollars (\$35) per each inspection.
 - 2. Plans Review: Sixty dollars (\$60) per hour with a \$30 minimum.
 - 4. Code Enforcement Services: Sixty dollars (\$60) per hour paid in increments of 15 minutes with a \$30 minimum.

5. Other General and Special Services: Sixty dollars (\$60) per hour with \$30 minimum, with reimbursement for any materials purchased.
6. Provide monthly fuel adjustment fee in the amount of three hundred dollars (\$300), to be paid at the end of each quarter.
7. Provide clerical support and any administrative costs associated with building permits and code enforcement including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. **Revenues Retained:** Bartonville shall retain all fees, fines, forfeitures, etc. that may be generated by building permits and performing ordinance enforcement duties within the Town's boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Steve Koehler will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If Bartonville fails to make payment to Steve Koehler within five (5) working days after the submission date of the biweekly report for any invoiced amounts, Steve Koehler, at his discretion, may suspend service until payment is received. If it becomes necessary for Steve Koehler to suspend services to Bartonville for nonpayment of the invoiced amounts, Steve Koehler will identify the date that services will be suspended and provide written notice to the Town.
- c. Bartonville's recourse for failure of Steve Koehler to furnish any services under this Agreement will be the right to terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Steven J. Koehler
5900 Windridge
Flower Mound, TX 75028

Bartonville Town Hall
1941 E. Jeter Rd.
Bartonville, TX 76226

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions

arising under this Agreement shall be handled and resolved between the Town Council of Bartonville and Steve Koehler.

- Section 9. **Jurisdiction**: By this Agreement, Bartonville grants full and complete authorization and jurisdiction to Steve Koehler for all services provided by Steve Koehler as contained in this Agreement. Said jurisdiction shall apply to the town limits of Bartonville and the Bartonville Extraterritorial Jurisdiction where applicable.
- Section 10. **Venue**: Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.
- Section 11. **Supervision/Certifications/Licenses**: At all times during the term of this Agreement, all building inspectors/code enforcement officers shall be under supervision and control of Steve Koehler. In addition, Steve Koehler and all officers must be certified or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications and licenses along with the costs of any required continuing education classes shall be at the sole expense of Steve Koehler.
- Section 12. **Performance**: Both parties mutually agree that Steve Koehler is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Steve Koehler in no way are to be considered employees of Bartonville.
- Section 13. **Indemnification**: Steve Koehler agrees to hold harmless, save and indemnify the Town of Bartonville and its Officers for any and all claims for damages, personal injury, and/or death that any be asserted against Bartonville arising from Steve Koehler negligence or its performance hereunder, save and except intentional acts of gross negligence by Bartonville. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- Section 14. **Insurance**: Steve Koehler agrees to procure and maintain, at a minimum, \$300,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of Steve Koehler, its officers, employees, or agents under or pursuant to this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of September 2020, in duplicate originals.

TOWN OF BARTONVILLE

Steven J. Koehler

Sylvia Ordeman, Town Administrator

Steve Koehler

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town.

SUMMARY:

Mr. Hodges performs gas well application reviews, quarterly gas well inspections and complaints as required by State Law.

FISCAL IMPACT:

FY 2020-2021 \$24,750

LEGAL REVIEW:

N/A

ATTACHMENTS:

- Gas Well Inspection Contract FY 2020-2021

RECOMMENDATION: Move to approve a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2020, through September 30, 2021; and authorize the Town Administrator to execute same on behalf of the Town.

CONSULTANT SERVICES AGREEMENT

This agreement is made upon the date of execution, as set forth below, by and between Brad Hodges, hereinafter referred to as "Consultant," and the Town of Bartonville, Texas, a Municipal Corporation, hereinafter referred to as "Town." The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

1.0 GENERAL PROVISIONS

1.01 PURPOSE:

Consultant shall provide assistance with gas well application review and gas well inspections for gas well within the Town of Bartonville.

1.02 TERMS:

This agreement will become effective on the date of execution set forth below, and will continue in effect for a period of one (1) year, unless terminated or extended as provided herein.

1.03 SERVICES TO BE PERFORMED BY CONSULTANT:

Consultant agrees to perform or provide the services specified in the "Description of Services" attached hereto as "Exhibit A" hereby incorporated herein.

Consultant agrees that Consultant is to work closely with the appropriate officials and/or representatives of Town. Consultant shall determine the method, details, and means of performing the above-referenced services. Consultant may, at Consultant's own expense, employ such assistants as Consultant deems necessary to perform the services required of Consultant by this agreement. Town may not control, direct, or supervise Consultant's assistants or employees in the performance of those services.

1.04 CHANGE IN WORK:

Through its chosen representative, Town may request changes in the scope and focus of the activities and studies called for under this agreement. Any such change which, in the opinion of Consultant or Town varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to Consultant must be mutually agreed upon by Consultant and Town.

1.05 COMPENSATION:

In consideration for the services to be performed by Consultant, Town agrees to pay Consultant the consideration set forth in the amounts and under the terms provided in the "Schedule of Fees" attached hereto as "Exhibit B" hereby incorporated herein. Town agrees to pay invoices of services rendered within 30 days of receipt.

2.0 OBLIGATIONS OF CONSULTANT

2.01 MINIMUM AMOUNT OF SERVICE BY CONSULTANT:

Consultant agrees to devote the hour's necessary to perform the services set forth in this agreement in an efficient and effective manner. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with Town's business.

2.02 TOOLS AND INSTRUMENTALITIES:

Consultant Agreement

Town of Bartonville, Texas

09.15.2020 Agenda Pkt Page 44

Page 1 of 10

Consultant shall provide all tools and instrumentalities to perform the services under this agreement except those listed in "Tools and Instrumentalities Provided by Town" attached hereto as "Exhibit C" and hereby incorporated herein.

2.03 WORKER'S COMPENSATION AND OTHER EMPLOYEE BENEFITS:

Town and Consultant intend and agree that Consultant is an independent Consultant of Town and agrees that Consultant and Consultant's employees and agents have no right to Worker's Compensation and other employee benefits. If any worker insurance protection is desired, Consultant agrees to provide Worker's Compensation and other employee benefits, where required by law, for Consultant's employees and agents.

2.04 LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this agreement in a manner which is consistent with generally-accepted standards for the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

3.0 OBLIGATIONS OF TOWN

3.01 COOPERATION:

Town agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement.

3.02 PLACE OF WORK:

Town agrees to furnish space for use by the Consultant while performing the services described in this agreement only as set forth in "Exhibit D," hereby incorporated herein. Any workspace requirements not set forth in "Exhibit D" shall be the responsibility of Consultant, and Consultant may use alternate space for performing described services.

4.0 TERMINATION OF AGREEMENT

4.01 TERMINATION:

Notwithstanding any other provision of this agreement, 180 days after the effective date of this agreement any party hereto may terminate this agreement, at any time, without cause, by giving at least ninety (90) days prior written notice to the other parties to this agreement.

The Town, with the agreement of the Consultant, is authorized to extend the term of this agreement annually beyond the termination date, under the same terms and conditions set forth in this agreement. Any such extension shall be in writing and be an amendment to this agreement.

4.02 TERMINATION ON OCCURRENCE OF STATED EVENTS:

This agreement shall terminate automatically on the occurrence of any of the following events:

- 4.02.1 Bankruptcy or insolvency of any party;
- 4.02.2 Sale of the business of any party;
- 4.02.3 Death of any party;
- 4.02.4 End of the contract to which Consultant's services were necessary; or
- 4.02.5 Assignment of this agreement by Consultant without consent of Town.

Consultant Agreement

4.03 TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT:

Should any party default in the performance of this agreement or materially breach any of its provisions, a non-breaching party, at their option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

5.0 SPECIAL PROVISIONS

None.

6.0 MISCELLANEOUS

6.01 REMEDIES:

The remedies set forth in this agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 NO WAIVER:

The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.03 ASSIGNMENT:

This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement giving rise to a right to terminate as set forth in Section 4.03.

6.04 ATTORNEY FEES:

In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.05 TIME FOR PERFORMANCE:

Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.06 NOTICES:

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service

when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

Brad Hodges
PO Box 1646
Stephenville, TX 76401

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

(254) 592.5080

(817) 430.4052

6.07 GOVERNING LAW:

This agreement and all matters relating to this agreement shall be governed by the laws of the State of Texas in force at the time any need for the interpretation of this agreement or any decision or holding concerning this agreement arises.

6.08 BINDING EFFECT:

This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as consent by Town to any assignment of this agreement or any interest in this agreement.

6.09 SEVERABILITY:

Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.10 SOLE AND ENTIRE AGREEMENT:

This agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void.

6.11 TIME:

Time is expressly declared to be of the essence of this agreement.

6.12 DUE AUTHORITY:

The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.13 CONSTRUCTION:

The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

6.14 COUNTERPARTS:

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

6.15 AMENDMENTS:

Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this agreement.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and execute this Agreement on this the _____ day of _____, 2020.

ATTEST:

“TOWN”
Town of Bartonville, Texas

Tammy Dixon, Town Secretary

Sylvia Ordeman, Town Administrator

“CONSULTANT”
Brad Hodges

BY: _____

EXHIBIT A

DESCRIPTION OF SERVICES

A1.0 ORDINANCES

A1.01 REVIEW:

Consultant shall review the existing ordinances of Town relevant to the exploration and production of petroleum minerals and deliver to the Town a comprehensive report detailing alignment with current industry standards and recommendations, if necessary, for updates.

A1.02 DRAFTING:

Consultant shall prepare draft ordinances relevant to the exploration and production of petroleum minerals and assist the Town with revisions and adjustments resulting in final ordinances.

A1.03 UPDATING:

Consultant shall make recommendations to the Town as necessary to ensure that ordinances are maintained in a state that reflects changes and adjustments in the industry of petroleum mineral exploration and production and municipal oversight of that industry.

A2.0 PLAN REVIEW

A2.01 DEVELOPMENT PLATS:

Consultant will review gas well, oil well and pipeline development plat submittals for conformity to ordinances. Consultant will issue a recommendation to approve development plat, or detail changes necessary to bring plat up to an acceptable level for approval.

A2.02 SITE PLANS:

Consultant will review site plans submitted with development plats and permit applications for conformity to ordinances and industry standards. Consultant will issue a recommendation to approve site plan, or detail changes necessary to bring plan up to an acceptable level for approval. Site plans may include, but are not limited to, the following:

- A2.02.1 Equipment Layout
- A2.02.2 Land Use Plan
- A2.02.3 Grading Plan
- A2.02.4 Erosion Control Plan
- A2.02.5 Drainage Area Map
- A2.02.6 Drilling Rig Site Layout
- A2.02.7 Production Site layout
- A2.02.8 Landscape Plan

A3.0 PERMIT APPLICATION REVIEW

A3.01 WELL PERMIT:

Consultant will review applications for Gas Well Permits and Pipeline Permits related to the exploration and production of petroleum minerals. Consultant will issue one of the following recommendations:

A3.01.1 Approve completed application;

A3.01.2 Approve completed application contingent upon corrections, additions and/or special conditions;

A3.01.3 Deny completed application, with reasons for denial; or

A3.01.4 Table incomplete application, with detail of required items that are incomplete

A4.0 SITE INSPECTIONS

A4.01 NEW WELL INSPECTIONS

A4.01.1 Pre-Construction:

Consultant will conduct a pre-construction site inspection for each development plat and permit application. Consultant will inspect site for suitability and conformity to ordinances and issue a report to the Town.

A4.01.2 Surface Casing:

Consultant will observe the setting of the surface casing as well as the cementing process.

A4.01.3 Completion:

Consultant will conduct an inspection during the well completion process whereby the consultant will witness the initial stage of the perforation and fracture stimulation. Consultant will review all permits issued by Town to the operator and/or the operator's representatives to ensure all required permits have been obtained.

A4.01.4 Turning To Sales

Consultant will conduct an inspection when the completed well is turned to final sales. Consultant will record the pressure of the bradenhead as well as the production pressure. Consultant will also conduct a visual inspection of the site.

A4.02 EXISTING AND/OR PRODUCING WELLS

QUARTERLY COMPLIANCE INSPECTIONS/PRODUCTION

Consultant will conduct quarterly site inspection of each production site within Town limits and issue a report to Town. "Production site" shall be defined as any petroleum extraction bore into the earth during the time after the removal of the original drilling rig and before the RRC designation that the bore is plugged and permanently abandoned. A shut in well shall be defined as a production site. At Town's request, Consultant will inspect corrective measures taken by operators regarding any non-compliance issues identified during a quarterly inspection.

A4.03 PIPELINE

Consultant will inspect surface pipeline route and equipment annually and issue a report to the Town.

A4.04 UNSCHEDULED INSPECTIONS

Consultant will respond to Town requests for unscheduled inspections within twenty-four hours of notification by Town of emergent circumstances at a well site or at a specified time agreed upon by Consultant and Town at the time of notification.

A4.05 EMERGENCY AND/OR CLEANUP SUPERVISION:

Consultant will represent Town and provide supervision of emergency response and/or cleanup activities by well operators.

A5.0 MISCELLANEOUS

A5.01 ANALYTICAL REPORT REVIEW:

Consultant will review any analytical reports submitted by operators to Town.

A5.02 LIAISON:

Consultant will, at the Town's request, act as liaison for the Town with entities engaged in the exploration and production of petroleum minerals.

A5.03 ATTENDANT OPINION:

Consultant will, at the Town's request, attend meetings along with Town representatives in order to supply the Town with Consultant's professional opinion regarding matters discussed during the meetings.

A5.04 TOWN COUNCIL MEETINGS:

Consultant will, at the Town's request, attend meetings of the Town Council upon which agenda there may be matters relating to the exploration and production of petroleum minerals.

A5.05 ENFORCEMENT:

Consultant shall act as Enforcement Agent under authority of the Town. As such, Consultant will:

A5.05.1 Issue warning letters and citations, at Consultant's discretion, for violations of Town ordinances relating to the exploration and production of petroleum minerals;

A5.05.2 File copies of any enforcement communication with the Town Secretary; and

A5.05.3 Appear, as required, as the Town's agent at municipal enforcement hearings.

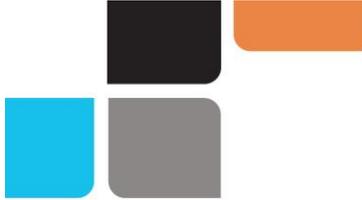
A5.06 RECORD KEEPING:

Consultant shall perform the following record keeping duties in relation to gas activities in the Town:

A5.06.1 Maintain current contact information for operators and update Town staff and emergency services as needed;

EXHIBIT B

SCHEDULE OF FEES



PROFESSIONAL SERVICES AGREEMENT

NEW WELL INSPECTIONS \$1,800 per inspection

o Surface Casing

- Setting & Cementing*
- Review BOP test results*

o Completions

- Initial stage perforation and frac*
- Bomb & Arson Permits*

o Turning to Sales

- Bradenhead Pressure*
- Production Pressure*
- Visual site inspection*

QUARTERLY COMPLIANCE INSPECTIONS \$225/well with \$1,800/day minimum**

COMPLAINT RESPONSE \$225/hr with 1hr minimum**

EMERGENCY/CLEANUP SUPERVISION \$225/hr with \$1,800/day maximum**

ADDITIONAL REQUESTED INSPECTIONS \$225/hr with \$1,800/day minimum**

PIPELINE INSPECTIONS \$225/hr with \$1,800/day minimum**

RE-INSPECTIONS \$150/well**

PROFESSIONAL SERVICES

- o Consulting/Problem Resolution** \$225/hr**
- o Meeting Attendance** \$650 (inclusive of travel and mileage)
- o Permit/Ordinance Review** \$225/hr**
- o Document Preparation** \$225/hr**

SERVICES INCLUDE:

- o Quarterly inspections after initial spud date.
- o Detailed report delivered to the City of _____ identifying findings of inspection with photographs of violations.
- o Inspection process consisting of:
 - o identification of compliance issues with the City Gas Well Ordinance and/or state regulations
 - o written notice to be delivered to the Gas Well Operator ("Operator") and the City of _____ ("City") identifying compliance issues with the City Ordinance. This notice will identify areas of non-compliance and establish a timeframe for the Operator to come into compliance.
 - o after established timeframe has been met, re-inspection of the site for compliance.

Hourly rate does not include mileage and travel time. Mileage will be charged at the current IRS rates and travel time will be charged at \$100 per hour

Pay:

At the rates stated above as agreed by _____ and Brad Hodges ("Contractor").

City _____ **date** _____

Brad Hodges ("Contractor") _____ **date** _____

226 Sanchez Creek Court, Weatherford, Texas 76088 T 254.592.5080 E bradleyjameshodges@yahoo.com

Consultant Agreement

EXHIBIT C
TOOLS AND INSTRUMENTALITIES PROVIDED BY THE TOWN

C1.0 LOCKS, ACCESS, AND CONTACT INFORMATION

Town shall provide Consultant with one Knox lock key for access to sites secured by Knox lock per Town Ordinance and/or any gate codes, lock combinations or other information necessary for site access. Town shall also provide Consultant with any applicable check lists or screening criteria required by Town. For each site, Town shall provide consultant with operator contact information including 24-hour contact information.

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TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Consider approval of an agreement with William C. Spore, P.C. for external auditing services the fiscal year ending September 30, 2020, and authorization for the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Local Government Code states a “municipality shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit.”

The annual audit includes an examination of the financial statements of all accounts and funds of the Town and all component entities. The examination is made in accordance with all generally accepted auditing standards for local governments as established by the American Institute of Certified Public Accountants and in accordance with all applicable federal and state laws. The annual audit also reports the adequacy of the Town’s system of internal accounting controls and policies.

FISCAL IMPACT:

FY 2020-2021	\$ \$4,750	
Town’s General Fund		\$4,250.00
Crime Control		\$ 250.00
Community Development		\$ 250.00

LEGAL REVIEW:

N/A

ATTACHMENTS:

- Letter of Understanding of Services

RECOMMENDATION: Move to approve an agreement with William C. Spore, P.C. for external auditing services the fiscal year ending September 30, 2020, and authorize the Town Administrator to execute same on behalf of the Town.

WILLIAM C SPORE, PC
Certified Public Accountants
200 N Rufe Snow Drive, Ste 116
Keller, TX 75248
817-421-6619

Honorable Mayor and Town Council

Town of Bartonville

I am pleased to confirm my understanding of the services I am to provide the Town of Bartonville for the year ended September 30, 2020. I will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the Town of Bartonville as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI) to accompany the Town of Bartonville's basic financial statements. As part of my engagement I will apply certain limited procedures to the Town of Bartonville's RSI's. These procedures will consist primarily of inquiries of management regarding methods of measurement and presentation, which management is responsible for affirming in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule
- 3) Changes Net Pension Liability and Related Ratios
- 4) Pension Contributions

Audit Objectives

The objective of my audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. My audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Bartonville and other procedures I consider necessary to enable us to express such an opinion. If my opinion on the financial statements is other than unqualified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed an opinion, I may decline to express an opinion or to issue a report as a result of this engagement.

I will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. This report will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and are not intended to be and should not be used by anyone other than these specified parties. If during my audit I become aware that the Town of Bartonville is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Governmental Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services I provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the remaining aggregate fund information of the Town of Bartonville and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that I may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform you of any material errors that come to my attention, and I will inform you of any fraudulent financial

reporting or misappropriation of assets that comes to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditors are limited to the period covered by my audit and does not extend to matters that might arise during any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Governmental Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the Town of Bartonville's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Governmental Auditing Standards*.

Audit Administration, Fees, and Other

I understand that your employees will prepare all cash or other confirmations I request and will locate any documents selected by us for testing.

I will provide copies of the reports to the Town of Bartonville; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of William C. Spore, PC and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation available to Cognizant or Grantor agencies, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of William C. Spore, PC personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Cognizant or Grantor agencies. If I become aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses, will not exceed \$4,750. An invoice will be submitted upon completion of the audit and delivery of the

final reports. In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. *Government Auditing Standards* require that I provide you with a copy of my most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. My 2018 peer review report accompanies this letter.

I appreciate the opportunity to be of service to Town of Bartonville and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let us know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

WILLIAM C. SPORE

August 27, 2020

This letter correctly sets forth the understanding of the Town of Bartonville:

Signature _____

Title _____

Date _____



MWH GROUP
CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS

Report on the Firm's System of Quality Control

April 10, 2019

To the Owner
William C. Spore, P.C.
and the Texas Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of William C. Spore, P.C. (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitation of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included Engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act. As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of William C. Spore, P.C., in effect for the year ended May 31, 2018, has been suitable designed or complied with to provide the firm with reasonable assurance of performing the reporting in conformity with applicable standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. William C. Spore, P.C. has received a peer review rating of *pass*.

MWH Group, P.C.

MWH Group, PC



TOWN COUNCIL AGENDA ITEM NO. 5

REGULAR ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Public hearing to consider an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning regulations, to change the zoning designation of Kincade Lot 2R, Block A, approximately 10.09 acres, from Agriculture District (AG) to Public/Semi-Public (P/SP). The tract of land is located at 2200 E. Jeter Road, Bartonville, Texas. **(The Town Council moved to postpone this item by a vote of 5 to 0 at its August 18, 2020, meeting). (The Planning and Zoning Commission moved to continue this item to November 4, 2020, at its September 2, 2020 meeting.)**

Summary:

The Town received a request from Hemphill LLC to change the zoning designation of Kincade Lot 2R, Block A, approximately 10.09 acres, from Agriculture District (AG) to Public/Semi-Public (P/SP). The tract of land is located at 2200 E. Jeter Road, Bartonville, Texas.

The applicant requested this item be postponed to September. The Planning and Zoning Commission opened the Public Hearing on August 5, 2020, and continued the public hearing to September 2, 2020. At the September 2, 2020, meeting this Planning and Zoning Commission voted to continue the public hearing to November 4, 2020.

Recommendation: The Town Council will need to make a motion to continue the public hearing it November 17, 2020, meeting.

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TOWN COUNCIL AGENDA ITEM NO. 6

REGULAR ITEM

- DATE:** September 15, 2020
- FROM:** Sylvia Ordeman, Town Administrator
- ITEM:** Public hearing to consider an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning regulations, by amending, Chapter 5, Article 5.2 Uses Permitted, for the Town of Bartonville, by granting a Conditional Use Permit to allow for a 130' Monopole Tower with 9' lightning rod with associated equipment within a 65' x 65' fenced and evergreen-screened compound located at 2200 E. Jeter Road, Bartonville, Texas. The property to be considered for the Conditional Use Permit is the same property for which the zoning change from Agriculture (AG) to Public/Semi-Public (P/SP) is being requested. **(The Town Council moved to postpone this item by a vote of 5 to 0 at its August 18, 2020, meeting). (The Planning and Zoning Commission moved to continue this item to November 4, 2020, at its September 2, 2020 meeting.)**
-

Summary:

The Town received a request from Hemphill LLC requesting a Conditional Use Permit to allow for a 130' Monopole Tower with 9' lightning rod with associated equipment within a 65' x 65' fenced and evergreen-screened compound located at 2200 E. Jeter Road, Bartonville, Texas.

The applicant requested this item be postponed to September. The Planning and Zoning Commission opened the Public Hearing on August 5, 2020, and continued the public hearing to September 2, 2020. At the September 2, 2020, meeting this Planning and Zoning Commission voted to continue the public hearing to November 4, 2020.

Recommendation: The Town Council will need to make a motion to continue the public hearing it November 17, 2020, meeting.

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TOWN COUNCIL AGENDA ITEM NO. 7

REGULAR ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Public hearing to consider a Site Plan for Hemphill, LLC being all of a tract of land being described as Kincade Lot 2R, Block A, Town of Bartonville, Denton County, Texas. The property is generally described as a 10.09-acre tract of land located on the south side of East Jeter Road, more commonly known as 2200 E. Jeter Road, Bartonville, Texas. . **(The Town Council moved to postpone this item by a vote of 5 to 0 at its August 18, 2020, meeting). (The Planning and Zoning Commission moved to continue this item to November 4, 2020, at its September 2, 2020 meeting.)**

Summary:

The Town received a request from Hemphill LLC requesting a site plan for a 130' Monopole Tower with 9' lightning rod with associated equipment within a 65' x 65' fenced and evergreen-screened compound located at 2200 E. Jeter Road, Bartonville, Texas.

The applicant requested this item be postponed to September. The Planning and Zoning Commission opened the Public Hearing on August 5, 2020, and continued the public hearing to September 2, 2020. At the September 2, 2020, meeting this Planning and Zoning Commission voted to continue the public hearing to November 4, 2020.

Recommendation: The Town Council will need to make a motion to continue the public hearing it November 17, 2020, meeting.

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TOWN COUNCIL AGENDA ITEM NO. 8

REGULAR ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Public hearing to consider an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning regulations, to change the zoning designation of Westend Development Lot 3(PT), approximately 12 acres, from Agriculture District (AG) to Residential Estates 5 (RE-5). The tracts of land are located at 408 Country Court, Bartonville. ***(The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its September 2, 2020, meeting.)***

BACKGROUND INFORMATION

APPLICANT: Penny Meador

LOCATION: 408 Country Court
Property: Approximately 12 acres of land, legal description Westend Development Lot 3(PT)
Zoning: "AG" Agriculture, Land Use Plan as Residential Estates 5 (RE-5)

STAFF ANALYSIS:

A request has been received for a zone change from Agriculture (AG) to Residential Estates 5 (RE-5). The applicant intends to sell a portion of land to the neighbor to the west and would no longer meet the 10-acre minimum for Agriculture zoning. The applicant and her neighbor are in the process of conducting a minor re-plat that would be done administratively.

The Planning and Zoning Commission recommended approval by a vote of 5 to 0 at its September 2, 2020 meeting. No one spoke in favor or in opposition of this request.

ATTACHMENTS:

- Zoning Change Request
- Draft Ordinance for Zoning Change
- Location Map
- Letter mailed to property owners within 200'
- Copy of Legal Notice

Recommendation: Move to approve an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning regulations, to change the zoning designation of Westend Development Lot 3(PT), approximately 12 acres, from Agriculture District (AG) to Residential Estates 5 (RE-5).



Town of Bartonville
Application for Zoning Map Amendment

All applications must be submitted in accordance with the Submission Schedule attached hereto.

Applicant (Owner or Agent, Specify): Penny Meador

Mailing Address: 408 Country COURT Bartonville

Phone: 817 403 5137 Fax: _____

Owner's Name(s) if different: SAME

Owner's Address: _____

Phone: _____ Fax: _____

Engineer/Surveyor if applicable: PROSPECT SURVEYING

Mailing Address: 9231 BOAT CLUB ROAD. FT. WORTH 76179

Phone: 817-999-7385 Fax: _____

General Location of Property: WESTEND DEVELOPMENT

Legal Description of Property: 12 ACRE TRACT LOT 3
(Attach Complete Metes and Bounds Description)

Nature and reason for Zoning Change: DIVIDING + SELLING PROPERTY

Does this request conform with the adopted Land Use Plan? Yes No
If the change requested does not conform with the adopted Land Use Plan, you must submit a Land Use Plan Amendment Application.

Current Zoning: AG

I hereby request that the Zoning Designation be changed to: RE-5
(If a PD is proposed, submit PD Application)

I hereby certify that the information concerning this proposed zoning change is true and correct and that I am the owner of record or the authorized¹ for the owner of the above described property.

Penny Meador
Signature of Applicant/Owner

8-7-2020
Date

STAFF USE ONLY:	
Date Submitted: _____	Fee Paid: _____
Accepted By: _____	Check No. : _____
P & Z Public Hearing: _____	Metes & Bounds Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
Council Public Hearing: _____	Notarized Statement: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

¹ A NOTARIZED statement that authorizes the agent to represent the owner(s) in this matter must be attached to this application.

**TOWN OF BARTONVILLE
ORDINANCE NO. ____-20**

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 14, ARTICLE 14.02, EXHIBIT "A," THE ZONING ORDINANCE, BY CHANGING THE ZONING DESIGNATION OF, APPROXIMATELY 12 ACRES OF LAND SITUATED IN WESTEND DEVELOPMENT LOT 3(PT), DENTON COUNTY, TEXAS, LOCATED AT 408 COUNTRY COURT WITHIN THE LIMITS OF THE TOWN OF BARTONVILLE, DENTON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM A ZONING DESIGNATION OF "AG" AGRICULTURE TO A ZONING DESIGNATION OF "RE-5" RESIDENTIAL 5-ACRE ESTATES, AND BY AMENDING THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; PROVIDING FOR A PENALTY; PROVIDING FOR NO VESTED RIGHTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning and Zoning Commission of the Town of Bartonville and the Town Council of the Town of Bartonville, in compliance with state law, have given the requisite notice by publication and otherwise, and after holding due public hearings and affording full and fair hearings to all property owners generally, the Town Council of the Town of Bartonville is of the opinion that said zoning ordinance should be amended as provided herein.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
ZONING ORDINANCE AMENDED**

The Code of Ordinances of the Town of Bartonville, Texas, shall be and the same is hereby amended by changing the zoning classification on approximately 12 acres of land situated in Westend Development Lot 3(PT), Denton County, Texas, located at 408 Country Court within the limits of the Town of Bartonville, Denton County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, from a zoning designation of "AG" Agricultural to a zoning designation of "RE-5" Residential 5-Acre Estates.

**SECTION 3.
OFFICIAL ZONING MAP AMENDED**

The Town Secretary is hereby directed to amend the official zoning map to reflect the changes in zoning classification approved by this Ordinance.

**SECTION 4.
REPEALING CLAUSE**

All provisions of the Ordinances of the Town of Bartonville, Texas, in conflict with the provisions of this Ordinance shall be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 5.
SEVERABILITY**

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

**SECTION 6.
SAVINGS**

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

**SECTION 7.
ENGROSSMENT AND ENROLLMENT**

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

**SECTION 8.
PUBLICATION**

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

**SECTION 9.
PENALTY**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Bartonville, Texas, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 10.
NO VESTED RIGHTS**

No person or entity shall acquire any vested rights in this Ordinance or any specific regulations contained herein. This Ordinance and any regulations may be amended or repealed by the Town Council of the Town of Bartonville, Texas, in the manner provided by law.

**SECTION 11.
EFFECTIVE DATE**

This Ordinance shall take effect immediately from and after its passage and publication, as the law provides.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this the 15th day of September 2020.

APPROVED:

Bill Scherer, Mayor

(Seal)

ATTEST:

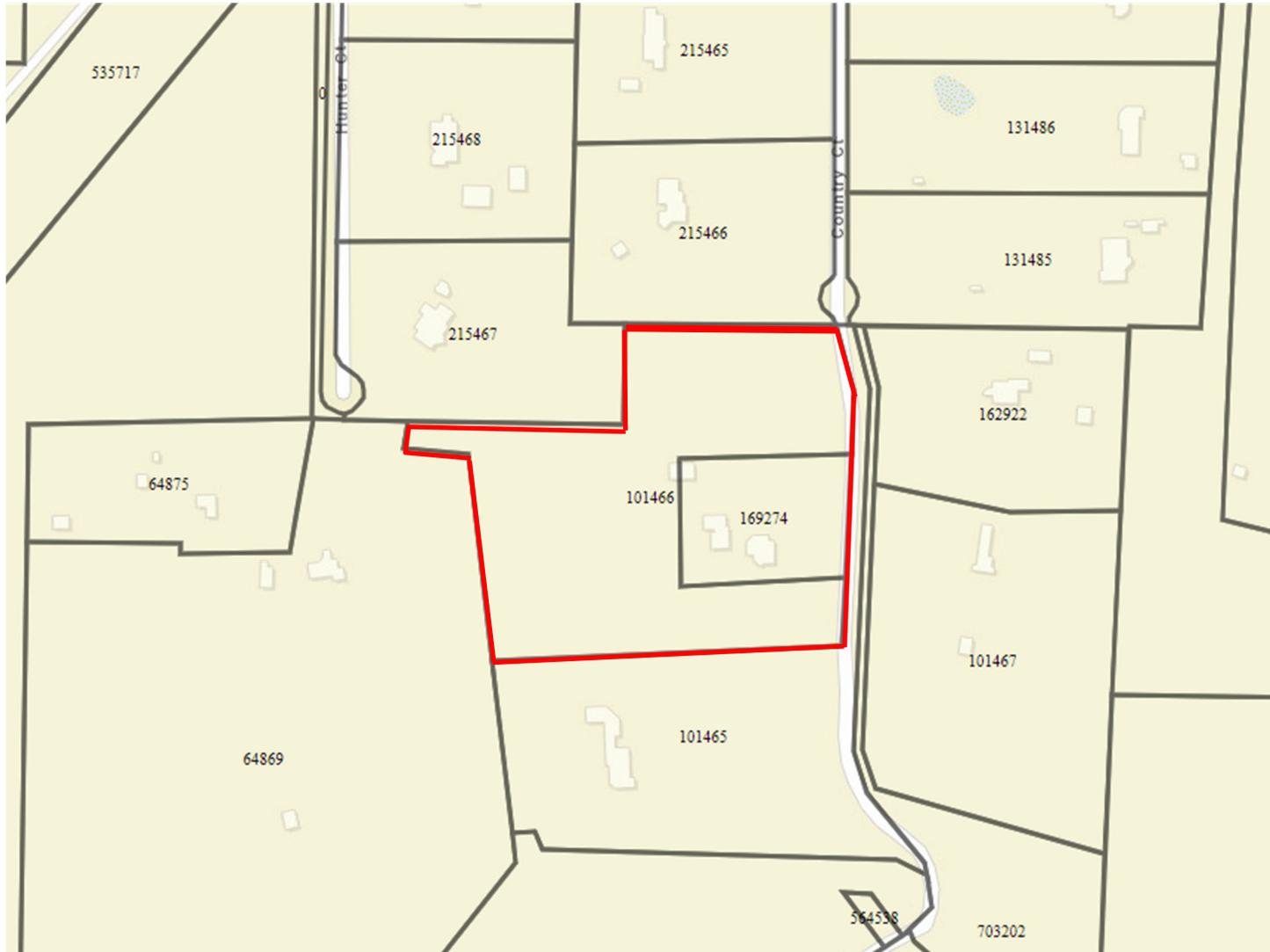
Tammy Dixon, Town Secretary

DRAFT

**Exhibit A
Legal Description**

DRAFT

LOCATION MAP



Notice of Public Hearings regarding an ordinance to change the zoning designation from Agriculture District (AG) to Residential Estates 5 (RE-5) located at 408 Country Court, Bartonville Texas. Identified on Denton Central Appraisal District as Property ID 101466 and 169274.



August 21, 2020

Name
Address

RE: Notice of Public Hearing for a Change of Zoning Designation of Westend Development Lot 3(PT), approximately 12 acres, from Agriculture District (AG) to Residential Estates 5 (RE-5) located at 408 Country Court, Bartonville, Texas.

Dear Property Owner,

In accordance with state and local zoning laws, all owners of land within two hundred feet of any property being considered for a conditional use permit must be afforded an opportunity to address the subject at a public hearing held for this purpose.

Per the Denton County Appraisal District records, you own property (Property ID #) within two hundred feet (200') of the property described above. The owner for this property has made an application for a change of zoning designation as follows:

Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning regulations, to change the zoning designation of Westend Development Lot 3(PT), approximately 12 acres, from Agriculture District (AG) to Residential Estates 5 (RE-5).

You are hereby notified that the Bartonville Planning and Zoning Commission and Bartonville Town Council will conduct two public hearings regarding change of zoning designation for the subject property which may be of interest to you as follows:

Bartonville Planning and Zoning Commission Public Hearing

Date/Time: Wednesday, September 2, 2020 at 7:00 p.m.

Location Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas; AND
via teleconference/video due to COVID-19

Please Join Zoom Meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/84978854089?pwd=TzZSeVpRMDhyQXRbclVFRzh3ZCtBUT09>

or www.zoom.com, join meeting and use the following ID and Password

Meeting ID: 849 7885 4089

Password: 425353

You may also dial in using your phone toll free.

1-877-853-5257, Meeting ID 849 7885 4089, Passcode 425353

Bartonville Town Council Public Hearing

Date/Time: Tuesday, September 15, 2020 at 7:00 p.m.

Location: Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas; AND
via teleconference/video due to COVID-19

Please Join Zoom Meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/83055990739?pwd=NlVpbGVpS0tOZlN5OVB2VTVmaDZSZz09>

or www.zoom.com, join meeting and use the following ID and Password

Meeting ID: 830 5599 0739

Password: 945502

You may also dial in using your phone toll free.

1-877-853-5257, Meeting ID: 830 5599 0739, **Password:** 945502

Should you have any questions regarding this matter, please feel free to contact me at 817.693.5280.

Sincerely,



Sylvia Ordeman
Town Administrator

Enclosure: Location Map

Name	Address	City, State, ZIP	Property ID
GRAY, BRIAN D & GINA G	329 COUNTRY CT	BARTONVILLE, TX 76226	162922
CONNER, ROBERT J & LACEY S	421 COUNTRY CT	BARTONVILLE, TX 76226	101467
GARRISON, PHILIP MARTIN & SHANNON LEE	410 COUNTRY CT	BARTONVILLE, TX 76226	101465
HEAD, JIMMY DARREN & HEATHER	261 HUNTER CT	BARTONVILLE, TX 76226	64869
JOHNSON, BILLY WAYNE & GISELE GRACE 2020 FAMILY TRUST	229 HUNTER CT	BARTONVILLE, TX 76226	215467
BROWN, WILLIAM & DANICA	280 COUNTRY CT	BARTONVILLE, TX 76226	215466
AGUIRRE, JUAN A & CANO, LYNETTE M	319 COUNTRY CT	BARTONVILLE, TX 76226	131485
MEADOR, PENNY	408 COUNTRY CT	BARTONVILLE, TX 76226	169274 and 101466

DENTON RECORD-CHRONICLE
P.O. BOX 369
DENTON TX 76202
(940)566-6800

ORDER CONFIRMATION (CONTINUED)

Salesperson: Legals Denton

Printed at 08/11/20 16:11 by plaga-dm

Acct #: 232

Ad #: 29130

Status: New

PUBLIC HEARING

The Planning and Zoning Commission for the Town of Bartonville, Texas, will conduct a public hearing at 7:00 p.m. on September 2, 2020, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, AND by teleconference/video due to COVID-19 for the public to offer public comment by calling 877-853-5257, Meeting ID 849 7885 4089, Passcode 425353, to hear public comment and consider recommendations to the Town Council regarding an ordinance amending the Town of Bartonville Code of Ordinances, Chapter 14, Exhibit "A," Article 14.02, Ordinance 361-05, Zoning regulations, to change the zoning designation of Westend Development Lot 3(PT), approximately 12 acres, from Agriculture District (AG) to Residential Estates 5 (RE-5). The tracts of land are located at 408 Country Court, Bartonville, Texas. The Town Council will conduct a second Public Hearing at 6:30 p.m. on Tuesday, September 15, 2020, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas AND by teleconference/video due to COVID-19 for the public to offer public comment by calling 877-853-5257, Meeting ID 830 5599 0739, Passcode 945502, to hear public comment and consider the zoning amendment and recommendations of the Planning and Zoning Commission. All interested parties are encouraged to attend.

Drc 08/15/2020



TOWN COUNCIL AGENDA ITEM NO. 9

REGULAR ITEM

DATE: September 15, 2020

FROM: Tammy Dixon, Town Secretary

ITEM: Discuss and consider approval of the FY 2020-2021 Annual Work Plan and Budget for the Bartonville Community Development Corporation.

SUMMARY: The Bartonville Community Development Corporation approved its Annual Plan and Annual Budget on September 3, 2020.

ANNUAL PLAN

The FY 2020-21 Goals for the Board are as follows:

- 1. Assist with any CARES ACT Business Grant Programs offered by the Town of Bartonville.**
- 2. The Bartonville Community Development Corporation for has contracted with the Retail Coach Consulting Team to assist with the following items for the upcoming year:**

Review the existing Development Agreement and 380 Agreement with NewQuest. Retail Coach will review the existing development agreement to help the Council/Board better understand the structure of the agreement and how this structure might apply to future; and review the 380 agreement and make recommendations on how to potentially restructure future deals to generate greater benefit to the town.

Retail Coach will also provide the following some market assistance and work with the board to assist in attracting businesses to existing commercial locations.

FY 2020-21 ANNUAL BUDGET

The annual budget includes a new line item to pay for its share of the annual audit; increased line items for Personal Overhead to the Town's General Fund; Old Town Maintenance to include mowing of FM 407 medians; Consulting Fees with Retail Coach to assist with review of the 380 Agreement with NewQuest and other programs. The Board is currently contracting with the Retail Coach to review the Development Agreement with NewQuest which expires on August 3, 2021.

ATTACHMENTS:

- BCDC FY 2020-2021 Annual Plan
- BCDC FY 2020-21 Annual Budget

RECOMMENDATION: Move to approve the FY 2020-2019 Annual Work Plan and Budget for the Bartonville Community Development Corporation.

Bartonville Community Development Corporation

Annual Plan FY 2020-21



Approved (Date)

Bartonville Community Development Corporation

Jim Langford, Chair
Randy VanAlstine
Josh Coleman

Terry Rock, Vice Chair
Dwain Skrobarcek

Jim Foringer
Jim Fay

Submitted to:

Bartonville Town Council

Bill Scherer, Mayor
Jeff Traylor, Mayor Pro Tem

Jaclyn Carrington
Bridget Melson

Clay Sams
Josh Phillips

Contributing Staff:

Sylvia Ordeman, Town Administrator
Tammy Dixon, Town Secretary



INTRODUCTION

Work Plan Purpose: This Work Plan identifies all aspects of the Bartonville Community Development Corporation (BCDC), and allows the BCDC Board to establish goals and objectives for the coming year. As well, the Bylaws of the BCDC require the following:

“The Board shall research, develop, prepare, and submit to the Council for its approval, an annual work plan, which shall set out goals and objectives of the Corporation, including but not limited to short-term and long-term goals for the economic development of the Town, proposed methods for the elimination of unemployment and underemployment, goals and objectives for the unitization of funds to promote the expansion and development of a sound corporate business base for and within the Town, and any other similar goals including proposed methods and the expected costs of implementation.”

BCDC Mission Statement: *“The Mission of the Bartonville Community Development Corporation is to retain and attract businesses that meet the vision and standards desired by the Community.”*

ORGANIZATIONAL

Bylaws: On June 30, 2004, the BCDC adopted bylaws in accordance with The Act. These Bylaws were approved by the Bartonville Town Council on July 20, 2004.

Board Membership: The BCDC Board is composed of seven (7) members, appointed by the Council. These members are reflected on the cover of this Work Plan. Board members are not compensated for their commitment.

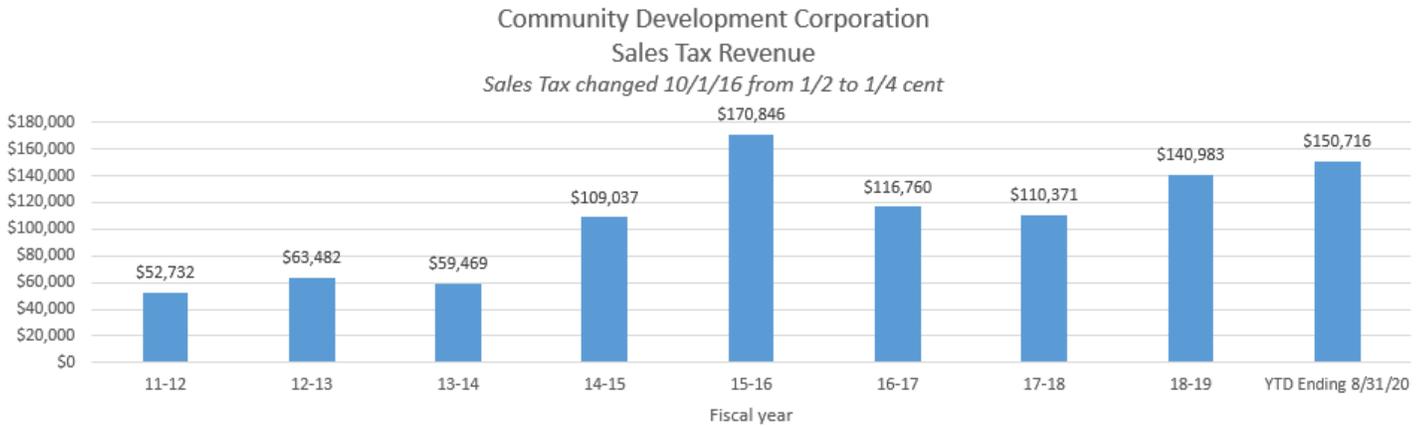
Meetings: The BCDC Board generally meets at Town Hall in the evening of the second Monday or Wednesday of each month.

Staffing: There are currently no staff dedicated to administration of the BCDC. The Town Secretary performs the duties of the BCDC Secretary. In Fiscal Year 2014 the Board approved funding a proportional cost of this administrative support as reimbursement to the Town’s general fund for these costs as provided for in the Bylaw’s. The Board increase the support to \$10,000 for Fiscal Year 2020-2021.

FINANCIAL

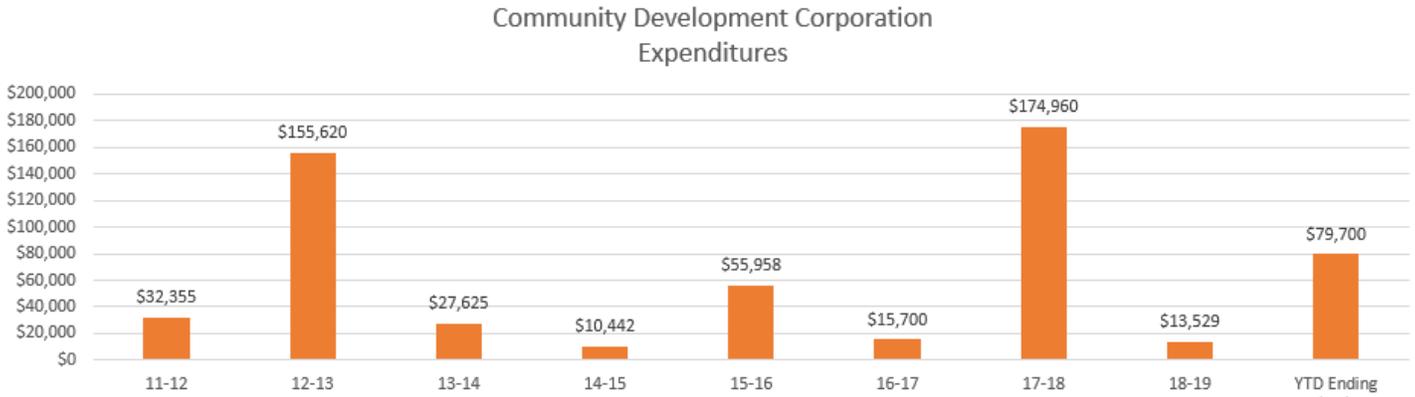
Following are the major financial aspects of the BCDC. All data reflects a Fiscal Year of September 1 to October 31, updated through August 2020.

Revenue: Revenue for the BCDC is generated by the sales tax. Revenues collected over the past several years are reflected in the following chart:

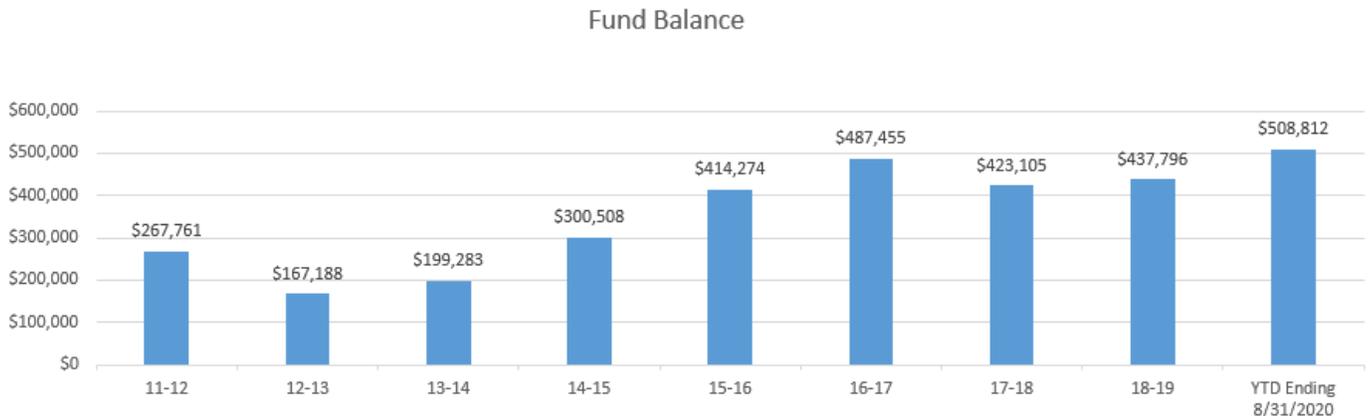


Budget: The budget for the BCDC is prepared annually by the Board and submitted to Council for approval.

Expenditures: Expenditures by the BCDC must be approved by the Council prior to expenditure. Depending on the type of project this may be accomplished via the approval of the budget by Council, or a more formal hearing of the project and proposed expenditures. Budgeted amounts and actual expenditures over the past several years are reflected in the following chart:



Fund Balance: A conservative approach to budgeting and expenditures has maintained an appropriate fund balance. The BCDC fund balances over the past several years are reflected in the following chart:



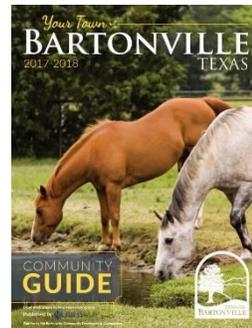
ACTIVITIES

BCDC Project History: Following is a summary of projects undertaken and completed by the BCDC in recent years.

- **Annual Work Plan:** Council approved the annual Work Plan submitted by the BCDC. (FY 15-16)
- **Savory Bistro - Performance Agreement (PA):** A PA of \$9,000 was approved and allowed for establishment of an outside dining area. (FY 15-16)
- **Grapes to Wine - Performance Agreement:** A PA of \$9,200 was approved and allowed for establishment of an outside dining area. (FY 15-16)
- **BCDC Webpage:** A dedicated webpage was developed for the BCDC including several new features. (FY 15-16)
- **Available Properties Summary:** Available properties were identified. A page was established on the website to show the location of the sites and provide links to more information. (FY 15-16)
- **Existing Business Summary:** A "Business Information Form" was developed to facilitate gathering information from businesses. Information has been gathered on many existing businesses in the Town. A page was established on the website and now provides searchable info and links to business websites. (FY 15-16)
- **BRE Forms:** A "Business Visitation Form" was developed to standardize a format for documenting topics discussed during business visitations. A "Visitation Status Form" was developed to maintain an ongoing record of tasks to be performed and progress on those tasks. (FY 15-16)
- **BRE Visitations:** A visitation was held with representatives of Bartonville Town Center. Information was shared and several recommendations were made to enhance marketing exposure of the center. (FY 15-16)
- **Facilitation Recommendation:** BCDC received and evaluated proposals and recommended to Council H&E Consulting, Inc. as a facilitator and Strategic Planning services provider. This
- **Grant Fund:** Approved Funding Agreement with Marty Bs, LLC in the amount of \$19,988 for Marty

recommendation was not adopted by Council.

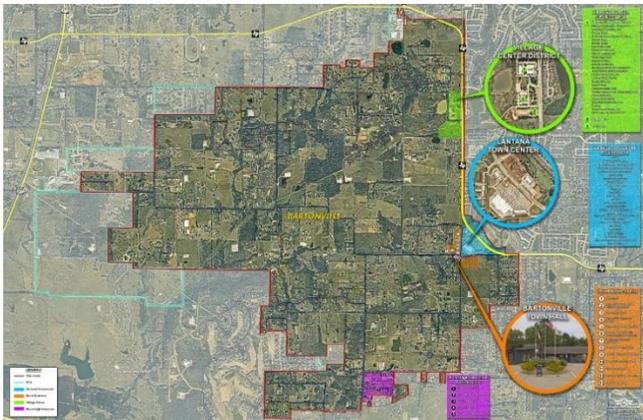
- **Property Enhancement Incentive Policy Evaluation:** Staff discussed with the BCDC the merits of pursuing a Property Enhancement Incentive Policy (PEIP) and although this is a good approach in many cities, in actuality there are not enough properties in the Town to warrant the expenditure to prepare the Policy. (FY 15-16)
- **96 McMakin Remediation:** The remediation of the site at the northwest corner of McMakin and Jeter Road was completed to the satisfaction of TCEQ. (FY 15-16)
- **E.D. Agreement:** Authorized the BCDC to execute an E.D. Agreement with Denmiss, LLC not to exceed \$22,500 for engineering costs and \$70,000 for construction costs related to decel lanes for Bartonville Town Center, January 29, 2013.
- **Community Guide & Business Directory:** Completed the first Community Guide & Business Directory. This full color, glossy, print magazine contains community information as well as a directory of existing businesses. This was mailed to all residents in September and is being distributed to new residents and available at Town Hall. There is also a digital version available on the BCDC website. (FY16-17)
- **Business Marketing Guide:** Developed and completed the first Bartonville business marketing guide mailed in August 2017 and will be mailed quarterly. The guide reaches approximately 45,000 homes which include Bartonville, Lantana, Flower Mound, Argyle, Copper Canyon and Double Oak. (FY16-17)
- **Traffic Counts:** Traffic study counts on corridors near all commercial properties were collected in October 2016 and will be conducted annually. (FY16-17)
- **Funding Guidelines & Application:** Developed Funding Guidelines and application in May 2017. (FY16-17)
Bs restaurant improvements for outside cabanas. (17-18)



- Business Marketing Guide: Updated Bartonville business marketing guide mailed in September 2018. (17-18)
- Traffic Counts: Traffic study counts on corridors near all commercial properties were collected in March 2018. (17-18)
- Grant Fund: Approved Funding Agreement with Marty Bs, LLC to provide financial assistance in the amount of \$32,175.00 for the Marty B's restaurant rooftop improvements. (17-18)

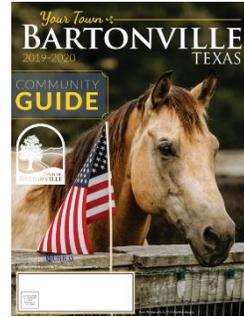


- CoServ Economic Development Grant: Applied for and received Economic Development Grant in the amount of \$14,940 for aerial map brochures to provide an overview of available properties, development, land use with integrated graphics specific to our community. (17-18)
- Aerial Map Brochures and Mural Maps funded by aforementioned grant. (17-18)



Work Completed in FY 2018-19: Following is a summary of BCDC projects completed in the prior fiscal year.

- Community Guide & Business Directory 2019-20: Completed second Community Guide & Business Directory. This is a full color, glossy, print magazine that contains community information as well as a directory of existing businesses. Mailed to all residents in



September and is being distributed to new residents and available at Town Hall. There is also a digital version available on the BCDC website.

- Traffic Counts: Traffic study counts on corridors near all commercial properties were collected in October 2018.
- Grant Fund: Approved Funding Agreement with Blue Pup Pub, LLC to provide financial assistance in the amount of \$66,750 for the Bartonville Store improvements.
- Grant Fund: Approved Funding Agreement with Cloud 9 Salon and Spa to provide financial assistance in the amount of \$32,000 for the Cloud 9 Salon and Spa Construction.
- Grant Fund: Approved Funding Agreement with Tractor Supply to provide financial assistance in the amount of \$25,000 for the Tractor Supply Improvements.
- Business Survey: Completed Bartonville Business Survey.

Work Completed in FY 2019-2020

- Traffic Counts: Traffic study counts on corridors near all commercial properties were collected in October 2019
- Restoration of Horses: A full restoration of the bronze horses was completed.
- COVID-19 Marketing: With the onset of COVID-19, the Board assisted business with marketing and signage at the onset of the pandemic.

SALES TAX REVENUE

Sales tax-generating goods purchased from businesses located within the Town of Bartonville help finance important community projects and programs that significantly impact the quality of life in Town.

For each dollar spent on sales taxable goods at businesses within Bartonville:

- Approximately \$0.92 will go to the business– expenses & profit
- About \$0.06 is collected for use by the State of Texas
- The remaining \$0.02 is returned to the Town of Bartonville. This may not sound like much, however, in 2019, revenues generated through sales tax totaled approximately \$886,450.

<u>Year</u>	Total Sales Tax to Town	% +/-
2015	\$ 416,680	47%
2016	\$ 520,331	20%
2017	\$ 534,604	3%
2018	\$ 633,811	16%
2019	\$ 886,448	28%

Notes: 1. The amount reflects the amount AFTER deducting the Lantana Sales Tax Grant.

FY 2020-2021 GOALS

The Bartonville Community Development Corporation goal is to preserve the unique character of Bartonville, while taking advantage of the positive aspects of growth in the commercial zoned properties to expand the Town’s Sales Tax Base without sacrificing Bartonville’s unique rural atmosphere. This is accomplished by using sales tax to promote economic development through grants, performance agreements, marketing, and special projects as permitted by State law.

For Fiscal Year 2020-21, the Board will focus on the following goals:

- 1. Assist with any CARES ACT Business Grant Programs offered by the Town of Bartonville.**
- 2. The Bartonville Community Development Corporation for has contracted with the Retail Coach Consulting Team to assist with the following items for the upcoming year:**
 - Review the existing Development Agreement and 380 Agreement with NewQuest.

Retail Coach will review the existing development agreement to help the Council/Board better understand the structure of the agreement and how this structure might apply to future.

Retail Coach will review the 380 agreement and calculate the value of the incentive remitted to the developer and what has been retained by the town. These values will be compared to the cost of service costs of the town over the same time period and will make

recommendations on how to potentially restructure future deals to generate greater benefit to the town.

Retail Coach will also provide the following services to assist the board:

Area Market Analysis/Retail Trade Area Mapping

The Retail Coach will delineate a boundary map of the Retail Trade Area using mobile data collected.

Demographic Profiling

Daytime Population

Psychographic Profiling

Retail Gap Analysis

Marketing and Branding

Retail Market Profile: The profile serves as a community introduction and includes:

Retail Trade Area Map

Location Map

Traffic Count Map

Demographic Profile Summary

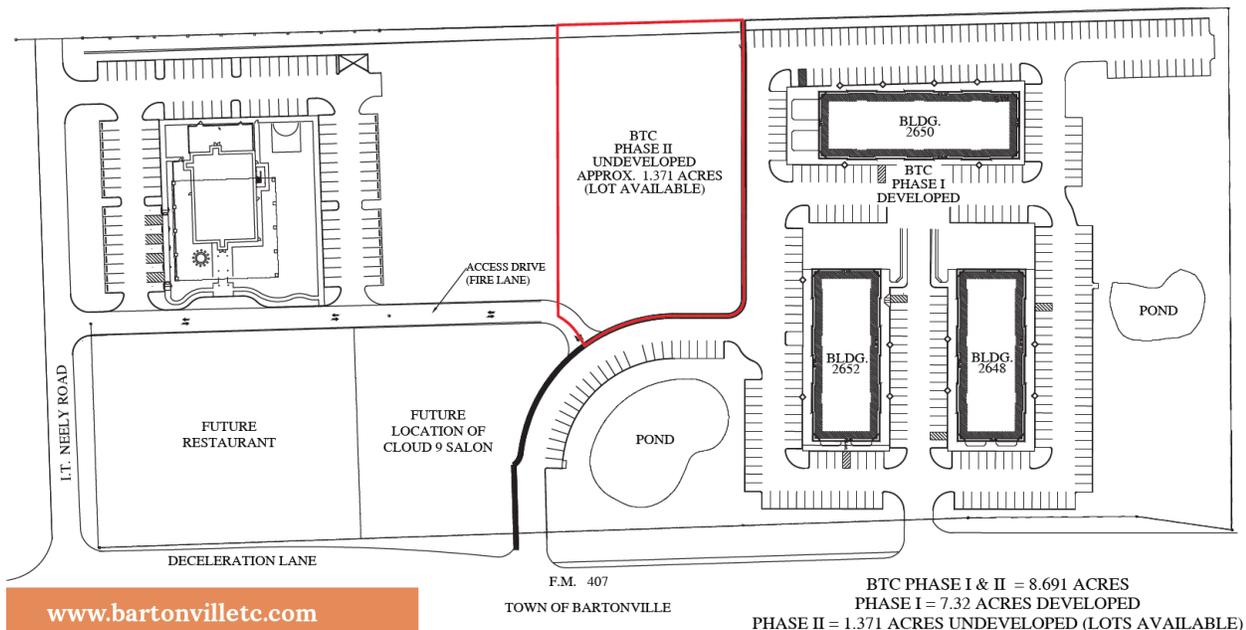
Appropriate logo and contact information

VILLAGE CENTER DISTRICT

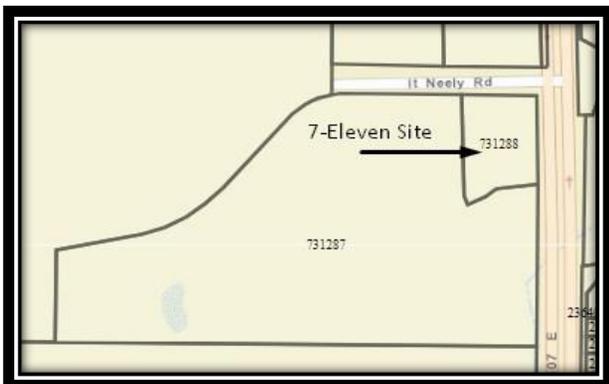
This property consists of three areas: The Bartonville Town Center Phase I, Phase II and the Yeti Addition.

Bartonville Town Center Phase I: This project is being developed by Denmiss, L.L.C. on 15 acres along F.M. 407. Phase 1 was completed in 2003 and consists of three buildings totaling approximately 80,000 square feet. Currently there are more than 25 businesses located in this project. Uses include executive offices, retail businesses and restaurants. www.bartonvilletc.com

Bartonville Town Center Phase II: This phase began in February 2017 with the ground breaking of Marty B's restaurant which opened November 2017. Bryfam Properties purchased a 1-acre lot for a future restaurant. Cloud 9 Salon & Spa purchased a 1-acre lot to build an 8000 plus square foot two-story building to relocate the business to Bartonville expected to open in the Spring of 2020. This building is expected to include a space for a drive through coffee shop. There is one lot left available for sale in this phase.



Yeti Addition: This project is located on the southwest corner of FM 407 and IT Neely. Development on this project began in July 2018 with the construction of a free standing 7-Eleven Convenience Store with fuel. There are an additional 2 pad sites available on this property.



LANTANA TOWN CENTER

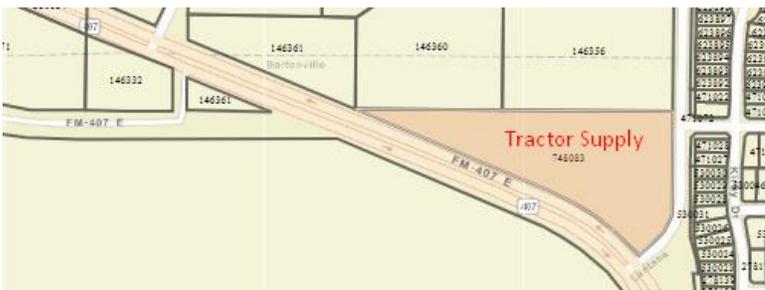
NewQuest Properties completed construction of this 246,600 square foot Kroger anchored retail/restaurant center on 46.14 acres at the southwest corner of F.M. 407 and Jeter Road. The 113,531 square foot Kroger Marketplace store opened in April of 2015. <http://www.newquest.com/property/lantana-town-center/>

Construction on Phase II began in 2018 and is now leasing. Over 25 businesses have opened in the center.



RURAL SERVICES DISTRICT

The Rural Services District has one retail space located on FM 407 and Hilltop Rd. Development on this project began in January 2019 with the construction of a 19,097 sq. ft. Tractor Supply which opened on August 17, 2019.



BARTONVILLE SHOPPING/DINING/SERVICES MAP

1. Lone Star Country Store

2. Stir-Ups Liquors

3. Tractor Supply

4. Bartonville Town Center

- Alliance Construction
- Allstate Insurance - Johnny Kuntz
- Arrowhead Operating Inc.
- Cassandra & Co
- Championship Martial Arts
- Comfort Junction Massage
- Driver's Edge
- Edward Jones
- Envy Nail and Spa
- Gibbs Law Firm
- Globe X Logistics
- Golden Egg Café
- Grapes to Wine
- Integrity Media
- Lantana Water District
- Nemko Inc
- Oasis Wellness Center
- Pack 'N' Mail
- Palermo's
- Premier Properties
- ProSoft Solutions
- Ramon's Salon
- Smiles of Texas
- State Farm - Jim Bridges
- Stoic Civil Construction
- Subway
- Texas Phone Works
- Tulip Dry Cleaners

5. Marty B's

6. Cloud 9 Salon & Spa/ Cowboy Coffee *(coming soon)*

7. 7-Eleven

8. Rural Business

- A. Readerest
- B. Bartonville Town Hall/
Police Department
- C. Embree Asset Group, Inc.
Mechanical Insulation
Contractors, Inc.
- D. The Bartonville Store/
Jeter's Meat Shop
- E. Bartonville Veterinary Center
- F. Texas Health Family Care
- G. Lantana Pediatrics &
Country Lakes Family Dental
- H. Guidance Preparatory Academy



Photos by Chris Weathers Imaging

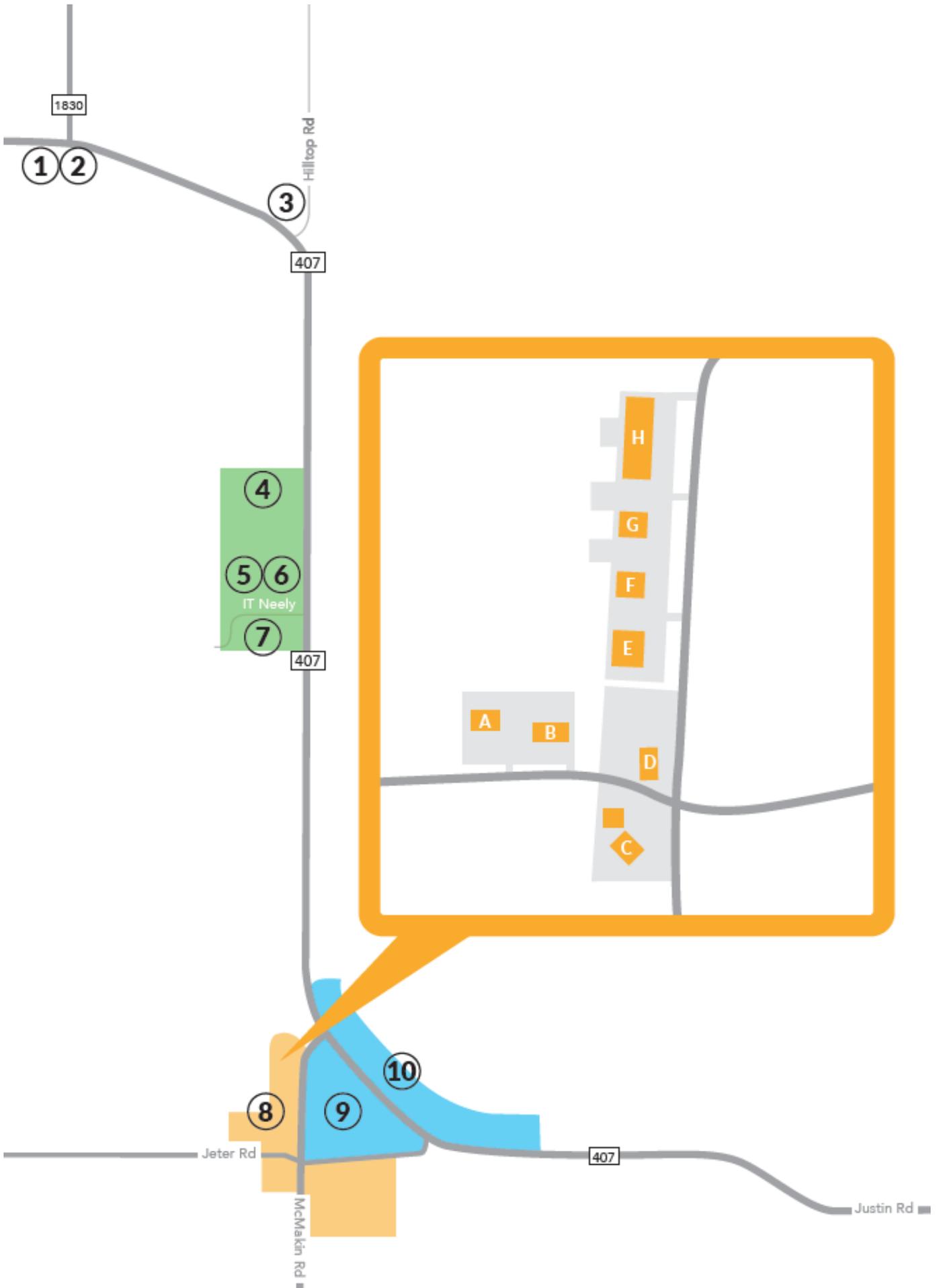
9. Lantana Town Center *(phase I)*

- AT&T
- ATI Physical Therapy
- Chase Bank
- Dickey's BBQ
- Domino's Pizza
- F45 Training
- Farmers Insurance
- Firestone
- Fred Meyer Jewelers
- Hollywood Feed
- Kroger
- Lantana Eye Care
- Lantana Nail Spa
- Romney Pediatric Dentistry
- Smile Up Dentistry
- Starbucks
- Supercuts
- Terry's Donuts
- Tokyo Samurai Restaurant
- Tutoring Center
- Uptown Salon

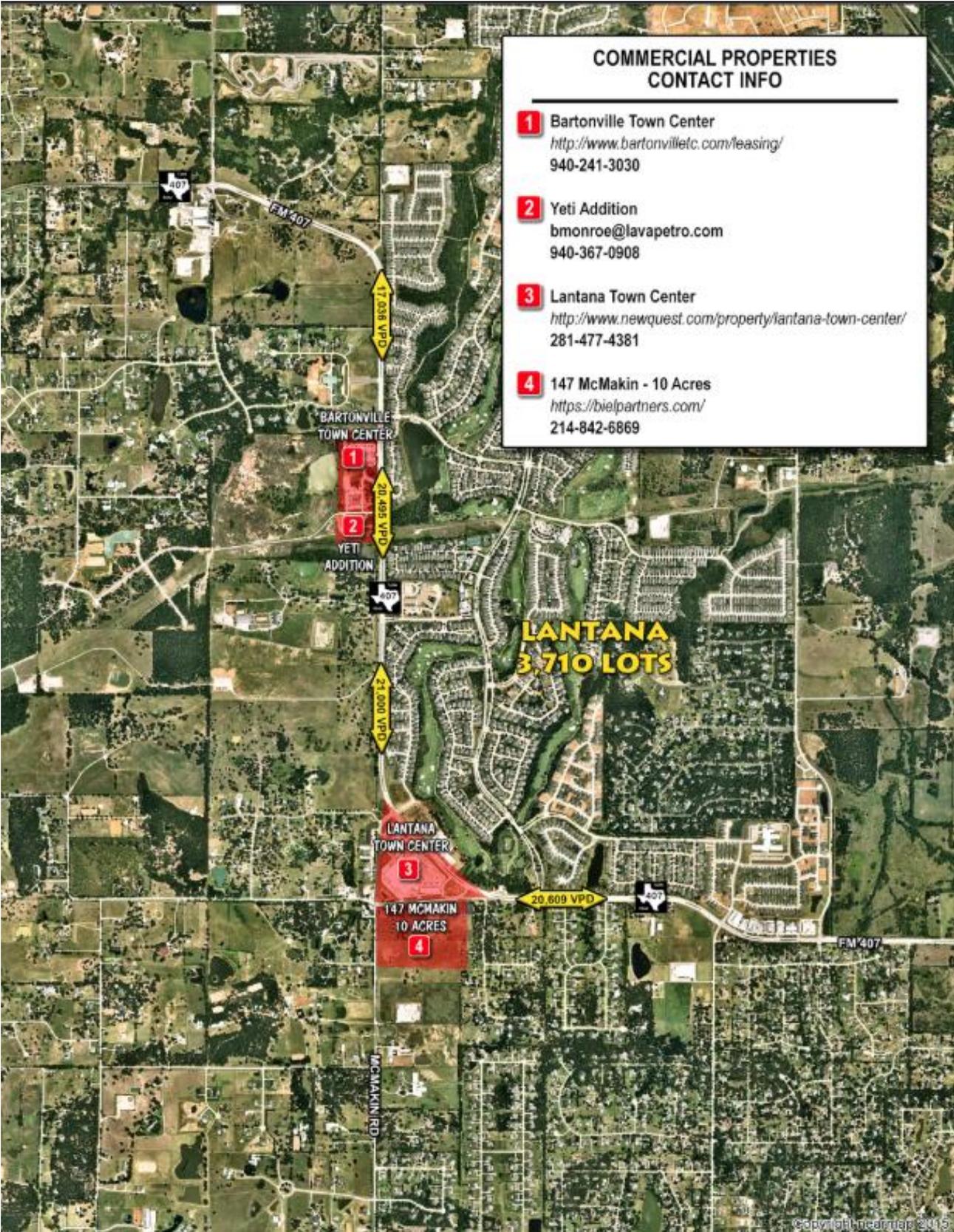
10. Lantana Town Center *(phase II)*

- Bank of America
- Casa Mia Restaurant
- Great Clips
- Luxury Nail Spa
- Shellman's Fine Wine and Spirits

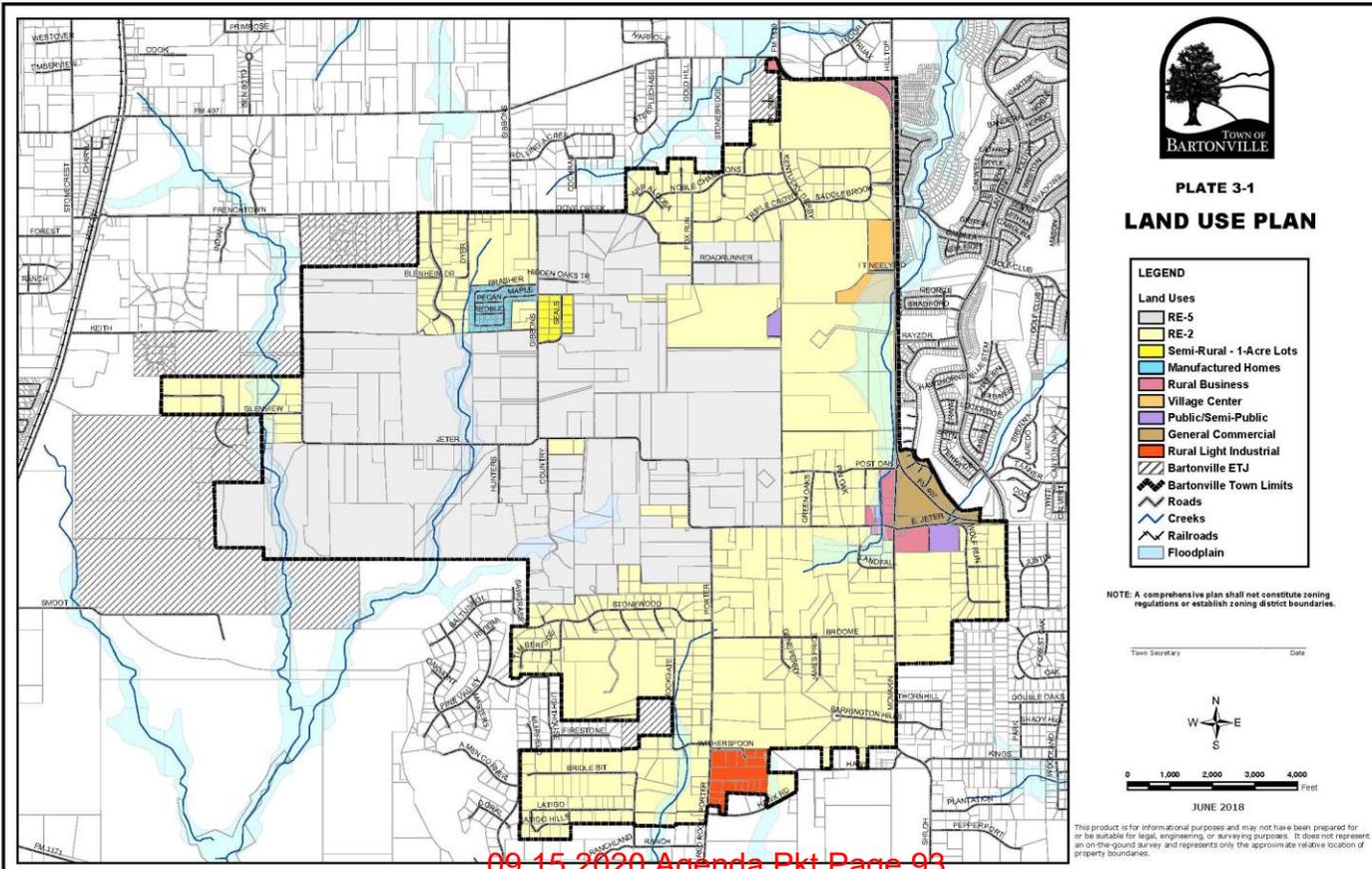
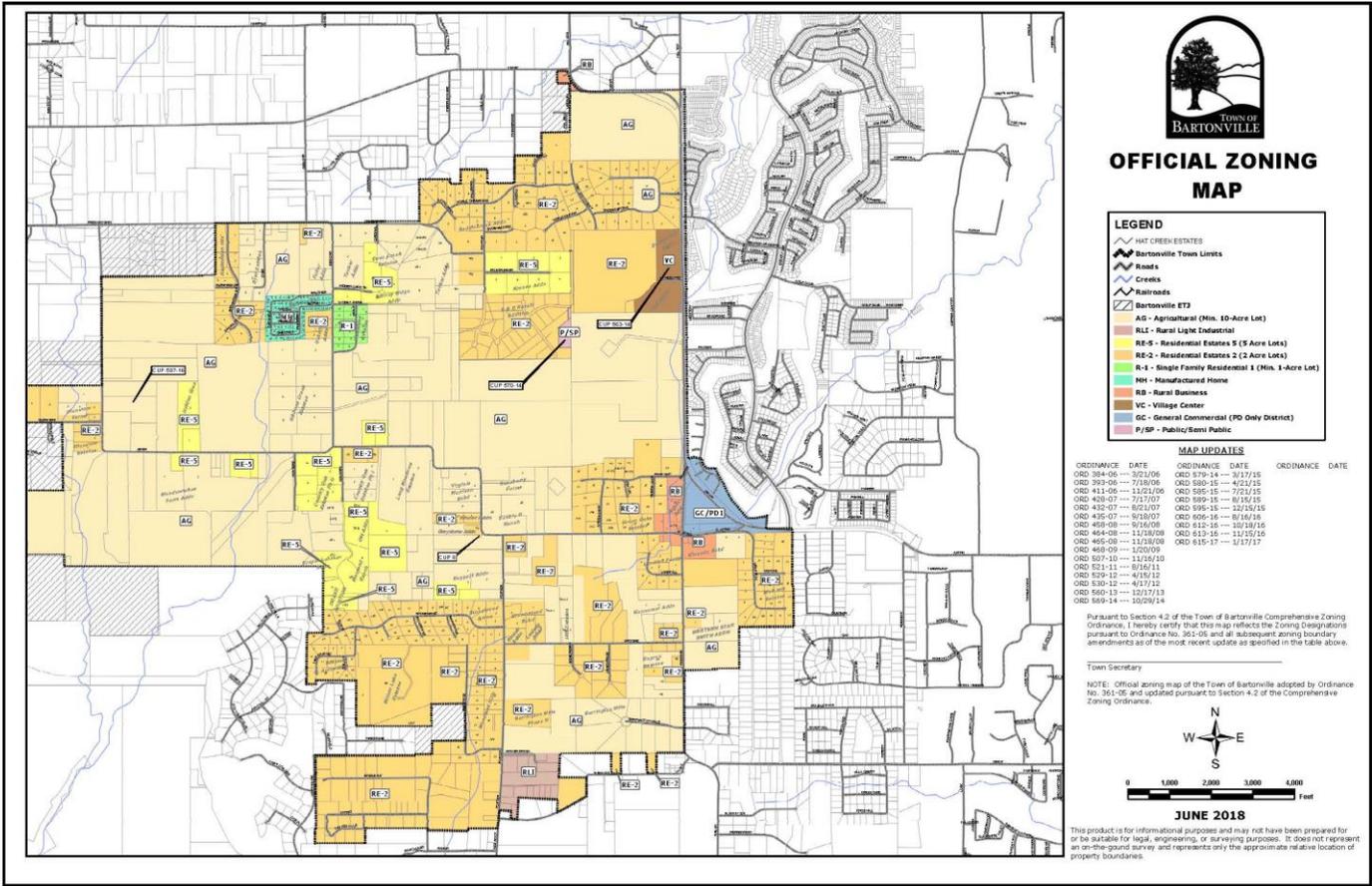




Available commercial properties.



Appendix A Zoning and Land Use Maps



BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION

FY Proposed 2020-2021

BUDGET

Bartonville Community Development Corporation

Revenues & Expenditures

Adopted

Projected

Proposed

	FY 18/19	FY 19/20	FY 19/20	FY 20/21
Beginning Fund Balance	277,287	437,796	437,796	517,572

Account Codes

Revenues	FY 18/19	FY 19/20	FY 19/20	FY 20/21
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800-4025 Sales Tax	110,000	130,000	165,716	140,000
800-4250 Interest Earned	2,000	2,000	4,000	1,000
Donation/Grant	0	0	0	0
Total Revenue	112,000	132,000	169,716	141,000

Expenditures	FY 18/19	FY 19/20	FY 19/20	FY 20/21
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800-10-5158 Postage/Printing	1,500	1,500	0	500
800-10- Audit	0	0	0	250
800-10-5212 Professional Training/Dues	1,000	1,000	0	1,000
800-10-5289 Promotional/Marketing	9,000	9,000	500	20,000
800-10-5479 Operations/Supplies	500	1,000	0	500
800-10-5147 Website/Software	500	1,000	540	1,000
800-10-5381 Legal	5,000	5,000	300	5,000
800-10-5149 Consulting Fees	18,500	15,000	10,000	50,000
800-10-5627 Personnel/Overhead Expense	5,000	5,000	5,000	10,000
800-10-5480 Old Town Improvements	3,000	0	0	0
800-10-5481 Old Town Maintenance & Operations	25,000	35,000	34,000	40,000
800-10-5488 Traffic Count/Study	3,000	3,000	4,600	5,000
800-10-5280 Incentives/Grants/Projects	150,000	150,000	35,000	100,000
TOTAL Expenses	222,000	226,500	89,940	233,250

Beginning Fund Balance	517,572.00
Economic Grant Liabilities	(5,000.00)
Restricted-Dedicated Marketing	(20,000.00)
Remaining Fund Balance	492,572.00
Revenues	141,000.00

Expenditures align="right">(233,250.00)

Ending Fund Balance 9/30/21 align="right">400,322.00

Increased Personnel/Overhead to Town

Increased Consulting Fees - Retail Coach, review 380 Agreement, Development Agreement, Etc.

Added line item for annual audit

Grant Liabilities: \$5,000 Tractor Supply

Increased Old Town Maintenance and Operations to include Median Mowing and misc landscape improvements

Restricted Funds - Marketing: Per State Law, balance not used is carried over and restricted to marketing

Community Guide, Maps, Marketing, Promotional / Grand Openings/Marketing Businesses



TOWN COUNCIL AGENDA ITEM NO. 10

REGULAR ITEM

DATE: September 15, 2020

FROM: Tammy Dixon, Town Secretary

ITEM: Discuss and consider ratification of a Professional Consulting Services Agreement with Pacheco Koch Consulting Engineers, Inc. for Hilltop Road Improvements from Spring Creek Drive to FM 407, in the amount of \$19,147.

SUMMARY:

A Professional Consulting Services Agreement with Pacheco Koch Consulting Engineers, Inc. was inadvertently executed by the former Town Administrator in February 2020 without Town Council approval.

This agreement is for engineering and design services for the reconstruction and widening of Hilltop from FM407 to approximately 500 linear feet north of FM 407 widen to 2 – 11 ft wide driving lanes with 2 – 5 ft shoulders for a total width of 32 feet.

ATTACHMENTS:

- Professional Consulting Services Agreement

RECOMMENDATION: Move to ratify a Professional Consulting Services Agreement with Pacheco Koch Consulting Engineers, Inc. for Hilltop Road Improvements from Spring Creek Drive to FM 407, in the amount of \$19,147.

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement for Professional Consulting Services (the "Agreement"), made effective as of the date executed, is made between Pacheco Koch Consulting Engineers, Inc., a Texas corporation, (hereinafter referred to as "CONSULTANT") whose mailing address is 4060 Bryant Irvin Road, Fort Worth, Texas 76109, and the Town of Bartonville, Texas, a municipal corporation, (hereinafter referred to as "OWNER"), whose mailing address is 1941 E. Jeter Road, Bartonville, Texas 76226.

Recitals:

WHEREAS, OWNER desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render Professional Consulting services for OWNER in accordance with the terms and conditions set forth in this Agreement in connection with **Hilltop Road Improvements From Spring Creek Drive to FM 407 (the "Project")**;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Article 1 Scope of Services

- 1.1 In consideration of the mutual covenants contained herein, CONSULTANT shall perform the Professional Consultant services for the Project as set forth in Exhibit "A", which is attached and made a part hereof, in accordance with the terms of this Agreement.
- 1.2 CONSULTANT will commence the services upon receipt of an executed copy of this Agreement signed by an authorized representative of OWNER and by an authorized representative of CONSULTANT.
- 1.3 CONSULTANT shall not be responsible for an OWNER's directive or substitution made without CONSULTANT's agreement and which agreement shall not be unreasonably withheld.
- 1.4 OWNER, without invalidating this Agreement, may request changes within the general scope of the Service required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving OWNER's request, CONSULTANT shall return to OWNER a written change proposal setting forth an adjustment to the services, schedule and/or cost estimated by CONSULTANT to represent the value of the requested changes. Following OWNER's review of CONSULTANT's change proposal, OWNER shall execute said written Supplemental Agreement authorizing CONSULTANT to perform the changes in the Services.
- 1.5 The parties acknowledge and agree that any and all opinions and cost estimates provided by CONSULTANT represent a professional opinion consistent with the normal and customary standard of care.

- 1.6 All designs, drawings, specifications, documents, and other work products of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Reuse, change, or alteration by the OWNER or by others acting through or on behalf of OWNER of any such instruments of service without the written permission of CONSULTANT will be at OWNER's sole risk. CONSULTANT shall own the final designs, drawings, specifications and documents.

Article 2

Compensation and Method of Payment

- 2.1 CONSULTANT shall be compensated by payment of fees as set forth in Exhibit "B" and any subsequent executed Supplemental Agreement(s) to said proposal.
- 2.2 Unless otherwise provided herein, payment to CONSULTANT shall be monthly based on CONSULTANT's monthly invoice that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to OWNER.
- 2.3 CONSULTANT will submit an invoice to OWNER at the end of each month, on a basis as stipulated in Exhibit "B".
- 2.4 Payment shall be made by OWNER within 30 days after receipt of the invoice.
- 2.5 OWNER shall provide written notification to CONSULTANT within 15 days of receipt of the invoice should OWNER object to all or any part of charges appearing on the invoice. The portion of the invoice that is not in dispute shall be paid by OWNER within 30 days of receipt of said invoice.

Article 3

Schedule, Personnel, and Equipment

- 3.1 CONSULTANT agrees to commence services upon receipt of an executed copy of the Agreement from OWNER and to complete the required services in accordance with a work schedule as set forth in Exhibit "C" (the "Work Schedule"). CONSULTANT will not be held responsible for delays beyond CONSULTANT's control.
- 3.2 CONSULTANT shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, CONSULTANT shall make reasonable effort to provide such additional services at mutually agreed charges or rates, within the agreed upon revised time schedule, and without decreasing the effectiveness of the performance of services required under this Agreement.
- 3.3 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any subcontractors, agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be included in the compensation to CONSULTANT as described in Article 2.
- 3.4 CONSULTANT shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

- 3.5 Upon request of OWNER, CONSULTANT shall submit progress reports and attend progress meetings as may be required from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.
- 3.6 CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

Article 4 Delays and Termination

- 4.1 OWNER or CONSULTANT may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, the CONSULTANT shall be entitled to compensation for any services completed to the reasonable satisfaction of OWNER in accordance with this Agreement prior to such termination.
- 4.2 If OWNER suspends the Project, CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of CONSULTANT's services. CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.
- 4.3 OWNER's failure to make payment to CONSULTANT in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by CONSULTANT.

Article 5 Right of Entry

- 5.1 OWNER shall provide for CONSULTANT's right to enter from time to time, property owned by OWNER and/or others, the entry upon which is necessary for CONSULTANT to fulfill the scope of services included hereunder.
- 5.2 Should the project property not be owned by OWNER, OWNER shall obtain and provide written right of entry from the property owner(s) unless otherwise stated in Exhibit "A".

Article 6 Information Provided by Others

- 6.1 CONSULTANT shall indicate to OWNER the information needed for rendering of services hereunder, and OWNER shall provide to CONSULTANT such information as is available to OWNER. OWNER recognizes it is impossible for CONSULTANT to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions, which may have occurred in assembling the information. OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

- 6.2 Subject to the standard of care set forth here within, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

**Article 7
Construction Activities**

- 7.1 OWNER agrees that CONSULTANT shall not have any control over, nor shall it be responsible for, job site safety or for construction means, methods, sequence, techniques and procedures necessary for performing, superintending and/or coordination of all construction activities as such responsibilities are the sole responsibility of the general contractor or OWNER. Accordingly, OWNER warrants that this intent shall be made evident in OWNER's agreement with the general contractor.
- 7.2 CONSULTANT shall have no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**Article 8
Jurisdiction and Applicable Law**

- 8.1 This Agreement is to be governed by the laws of the State of Texas.
- 8.2 In compliance with Sec. 29 of the Professional Land Surveying Act, as enacted by the Legislature of the State of Texas, CONSULTANT is required to inform OWNER that land surveying services in the State of Texas are under the jurisdiction of the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263. Complaints regarding surveying services rendered may be addressed to that agency. The firm registration number is TBPLS No. 10008000.

**ARTICLE 9
INDEMNIFICATION**

- 9.1 **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST LAWSUITS, CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, DAMAGES, FORFEITURES, PENALTIES, FINES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND EXPENSES, BY WHOMEVER ASSERTED, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF CONSULTANT OR ITS EMPLOYEES OR SUBCONSULTANTS IN THE PERFORMANCE OF THE SERVICES IN THIS AGREEMENT.**

**Article 10
Conflicts of Interest**

- 10.1 CONSULTANT represents that no official or employee of OWNER has any direct or indirect pecuniary interest in this Agreement.

Article 11
Insurance

- 11.1 CONSULTANT shall, during the term hereof, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) a policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers and employees, and used in the performance of this Agreement; (3) statutory Worker's Compensation Insurance covering all of CONSULTANT's employees involved in the provision of services under this Agreement; and (4) Professional Liability Insurance covering damages arising out of the negligent acts, errors or omissions.
- 11.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name OWNER, its officers and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; (2) provide for at least thirty (30) days prior written notice to the OWNER for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the OWNER for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 11.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- 11.4 A certificate of insurance evidencing the required insurance shall be submitted to the OWNER prior to commencement of services.

Article 12
Assignment

- 12.1 Unless otherwise noted, neither CONSULTANT nor OWNER shall assign this Agreement in whole or in part without the prior written consent of both parties. CONSULTANT shall not subcontract any portion of the work to be performed hereunder, except that CONSULTANT may use the services of persons and entities not in the employ of CONSULTANT when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of others for additional services shall not be unreasonably restricted by OWNER provided CONSULTANT notifies OWNER in advance.
- 12.2 Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Article 13
Notices

- 13.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed or, if sent by commercial courier service, upon delivery to the address specified in the notice or, if sent by registered or certified mail to the business address identified below, upon the deposit of such notice in a properly addressed and postage paid envelope in the United States Mail.

If intended for OWNER:

Michael Montgomery
Town Administrator
Town of Bartonville
1941 E. Jeter Road
Bartonville, Texas 76226
Telephone: 817-693-5280
Email: mmontgomery@townofbartonville.com

If intended for CONSULTANT:

Mark A. Pacheco, P.E., R.P.L.S.
President
4060 Bryant Irving Road
Fort Worth, Texas 76109
Telephone: 817-412-7155
Email: mpacheco@pkce.com

Article 14
Standard of Care

- 14.1 The standard of care for all professional consulting services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Article 15
Entire Agreement

- 15.1 The Agreement (including attached schedules) constitutes the sole and entire agreement between CONSULTANT and OWNER. This Agreement replaces and supersedes all prior discussions and agreements between the OWNER and CONSULTANT with respect to the matters contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both OWNER and CONSULTANT.

Article 16
Independent Contractor

- 16.1 It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently and that OWNER assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this agreement.

Article 17
Audits and Records

- 17.1 CONSULTANT agrees that, during the term hereof, OWNER and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by OWNER or date of termination if sooner.

Article 18
Miscellaneous Provisions

- 18.1 All waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.2 Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 18.3 OWNER shall not rely in any way on any document unless it is issued in final form, signed or sealed by CONSULTANT or one of its subconsultants.
- 18.4 A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 18.5 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation & Method of Payment

Executed in two (2) counterparts, each of which is deemed to be an original and as of the day and date first written in this Contract.

EXECUTED this 10 day of February, 2022.

OWNER:

CONSULTANT:

By: 

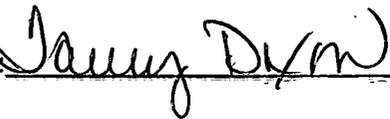
By:  

Name: Michael Montgomery

Name: Mark A. Pacheco, P.E., R.P.L.S.

Title: Town Administrator

Title: President

Witness: 

Witness: 

EXHIBIT 'A' – SCOPE OF SERVICES

**HILLTOP ROAD IMPROVEMENTS
FROM SPRING CREEK DRIVE TO FM 407**

PROJECT DESCRIPTION:

The Project generally consists of the reconstruction and widening of this roadway to the minimum roadway width shown in the limits listed below:

- Hilltop Road, from FM 407 to approximately 500 linear feet north of FM 407 widen to 2 – 11 ft wide driving lanes with 2 – 5 ft shoulders for a total width of 32 feet;

The following scope of work will be provided by the ENGINEER.

- Roadway Design – FM 407 to approximately 500 linear feet north of FM 407
- Surveying – FM 407 to approximately 500 linear feet north of FM 407

The Engineer will prepare construction plans, opinions of construction costs and specifications for the proposed project. The plans will include all necessary specifications and drawings for a contractor to bid and construct the project. The plans will include roadway improvements, grading plans, drainage plans, paving, signing, striping and others as the project requires. OWNER will provide a set of bid documents in Word format to be used as a guide. In addition, erosion and sediment control plans will be prepared to complete the storm water pollution prevent plan. OWNER will be responsible for bidding the project. (PROJECT)

BASIC SERVICES:

- A. Project Management, Coordination & Permitting
1. Manage the Team:
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Allocate team resources
 2. Communications and Reporting:
 - Attend a pre-design project kickoff meeting with OWNER staff to confirm and clarify scope, understand OWNER objectives, and

EXHIBIT A to Agreement between the
Town of Bartonville, Texas (OWNER)
and Pacheco Koch Consulting
Engineers, Inc. (CONSULTANT) for
Consulting Services

ensure economical and functional designs that meet OWNER requirements.

- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

3. Permit Coordination:

CONSULTANT will provide coordination with the railroad, USCOE and/or TxDOT or other required agency for Permitting of the proposed infrastructure construction. Included in this item are:

- Coordination of submittal of Application for Permit.
- Research and provide appropriate design specifications.
- Coordination for final plan approval.
- Up to one (1) coordination meetings, if required.
- Application and Permitting fees and special insurance premiums are not included.

4. Utility Clearance:

- The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- CONSULTANT will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover Sheet

EXHIBIT A to Agreement between the
Town of Bartonville, Texas (OWNER)
and Pacheco Koch Consulting
Engineers, Inc. (CONSULTANT) for
Consulting Services

- General Notes
- Quantity Sheet
- Project Layout & Control Sheet
- Roadway plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Drainage plan and profile sheets.
Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Traffic Control Plan
- Erosion Control Plans
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

2. Assemble OWNER's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.
4. Submit two (1) full sized 22"x34" sets of preliminary 60% plans, one (1) set of preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the OWNER for review. One (2) set of half size (11"x17") plans will be submitted with the 60% plan submittal.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER.
2. Submit two (1) full sized 22"x34" sets of 90% plans, one (1) set of 90% construction contract documents and 90% opinion of probable construction costs for OWNER review. One (2) set of half size (11"x17") plans will be submitted with the 90% plan submittal.
3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including OWNER standard specifications, special technical specifications and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost.
6. Submit (1) sealed (100%) set of final plans and construction documents.

**EXHIBIT A to Agreement between the
Town of Bartonville, Texas (OWNER)
and Pacheco Koch Consulting
Engineers, Inc. (CONSULTANT) for
Consulting Services**

D. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

EXHIBIT A to Agreement between the
Town of Bartonville, Texas (OWNER)
and Pacheco Koch Consulting
Engineers, Inc. (CONSULTANT) for
Consulting Services

SPECIAL SERVICES:

E. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Town horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

EXHIBIT A to Agreement between the
Town of Bartonville, Texas (OWNER)
and Pacheco Koch Consulting
Engineers, Inc. (CONSULTANT) for
Consulting Services

5. Existing Underground and/or Overhead Utilities

Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

F. Right-of-Way & Easement Documents

1. The CONSULTANT shall prepare the right-of-way and easement exhibits necessary for the selected alternative.

Services not included in this contract:

- *Geotechnical study*
- *Traffic study or analysis*
- *Construction inspection services*
- *Pole foundations are standards and no special foundation will be designed to accommodate custom situations.*
- *As-built surveys of constructed improvements*

EXHIBIT A to Agreement between the
Town of Bartonville, Texas (OWNER)
and Pacheco Koch Consulting
Engineers, Inc. (CONSULTANT) for
Consulting Services

- *Public hearings or Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
Town of Bartonville, Texas (OWNER)
and Pacheco Koch Consulting
Engineers, Inc. (CONSULTANT) for
Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

**HILLTOP ROAD IMPROVEMENTS
FROM SPRING CREEK DRIVE TO FM 407**

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated an hourly not to exceed fee of \$19,147.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A.	Project Management, Coordination & Permitting	\$ 4,015
B.	Preliminary Design (60% Submittal)	6,000
C.	Final Design (90% & 100% Submittals)	4,000
D.	Direct Expense (Not to Exceed)	632
E.	Field Survey	4,500

TOTAL **\$ 19,147**

Special Services (if Requested)

F.	ROW & Permanent Easement Preparation	(\$2,500/EA)
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METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'



SCHEDULE OF STANDARD HOURLY BILLING RATES
(Our hourly rates are subject to change at any time.)

ENGINEERING

Principal.....	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager.....	\$170.00/Hr.
Senior Project Coordinator.....	\$170.00/Hr.
Project Manager.....	\$125.00/Hr.
Project Coordinator	\$125.00/Hr.
Project Engineer.....	\$100.00/Hr.
Senior Technician	\$115.00/Hr.
Technician	\$85.00/Hr.
Drafter.....	\$80.00/Hr.
Research Manager	\$100.00/Hr.
Research Coordinator	\$65.00/Hr.
Research Assistant	\$55.00/Hr.
Executive Assistant	\$100.00/Hr.
Senior Administrative Assistant.....	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

LANDSCAPE ARCHITECTURE

Principal.....	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager.....	\$160.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Landscape Architect	\$100.00/Hr.
Landscape Task Lead	\$95.00/Hr.
Technician	\$85.00/Hr.
Landscape Designer	\$80.00/Hr.
Drafter.....	\$80.00/Hr.
Executive Assistant	\$100.00/Hr.
Senior Administrative Assistant.....	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony	\$350.00/Hr.

SURVEYING

Principal.....	\$245.00/Hr.
Associate Principal	\$210.00/Hr.
Director.....	\$210.00/Hr.
Senior Project Manager.....	\$165.00/Hr.
Senior Project Coordinator.....	\$165.00/Hr.
Project Manager.....	\$120.00/Hr.
Project Coordinator	\$120.00/Hr.
Project Surveyor	\$100.00/Hr.
Survey Intern	\$95.00/Hr.
Senior Technician	\$95.00/Hr.
Technician	\$85.00/Hr.
Drafter.....	\$80.00/Hr.
Research Manager	\$100.00/Hr.
Research Coordinator	\$65.00/Hr.
Research Assistant	\$55.00/Hr.
Executive Assistant	\$100.00/Hr.
Senior Administrative Assistant.....	\$90.00/Hr.
Administrative Assistant	\$75.00/Hr.
Expert Witness Testimony	\$350.00/Hr.
Survey Field Crew (1-person)	\$100.00/Hr.
Survey Field Crew (2-person)	\$150.00/Hr.
Survey Field Crew (3-person)	\$210.00/Hr.
Survey Field Crew (4-person)	\$270.00/Hr.
Survey Scanner Crew (1-person)...	\$180.00/Hr.
Survey Scanner Crew (2-person)...	\$225.00/Hr.
Survey Scanner Crew (3-person)...	\$310.00/Hr.

rev. 01/2019



TOWN COUNCIL AGENDA ITEM NO. 11

REGULAR ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Discuss and consider approval of a contractor services agreement with Leslie Freeman or Analisa Griffith for Sanitarian Services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Town's Sanitarian reviews and approves all on-site sewage facility permit applications for compliance with TCEQ rules; issues authorizations to construct; and performs residential and commercial on-site sewage facility inspections.

Leslie Freeman and Analisa Griffith are both Registered Sanitarians and Designated Representatives in good standing with TCEQ.

FISCAL IMPACT:

FY 2020-2021 \$4,000

Costs will be covered by permit fees. The fees charged by contractors do not exceed our current permit fees.

LEGAL REVIEW:

N/A

ATTACHMENTS:

- Sanitarian Contract FY 2020-2021
- Resume Analisa Griffith

RECOMMENDATION: Move of a contractor services agreement with

Leslie Freeman

OR

Analisa Griffith

for Sanitarian Services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town

AGREEMENT FOR SANITARIAN SERVICES

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by _____, a private contractor, (hereinafter referred to as _____) and the Town of Bartonville, Texas, a municipal corporation, (hereinafter referred to as “Bartonville” or the “Town”).

RECITALS:

WHEREAS, The Town of Bartonville is desirous of providing its residents and businesses with Sanitarian services; and

WHEREAS, _____ being a Registered Sanitarian, in good standing, with the Texas Department of Health, as well as a Designated Representative, in good standing, with the Texas Commission on Environmental Quality (TCEQ) and is desirous of providing Sanitarian services to Bartonville; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide Sanitarian services at the highest level possible to Bartonville in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term:** This Agreement shall be for a term of twelve months (12) months, commencing on October 1, 2020, and ending September 30, 2021, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Bartonville.

Section 3. **Scope of Services:** _____ hereby agrees to provide Bartonville the following services:

- a. **General Services:** and/or assigns will enforce the provisions of Town of Bartonville Code of Ordinances and enforce all the rules and regulations of the TCEQ and the Texas Department of Health; review and approve all on-site sewage facility permit applications for compliance with TCEQ rules; issue authorizations to construct; perform residential and commercial on-site sewage facility inspections.
- b. **Service Calls:** will provide Sanitarian services in consideration for the payment to be made by Bartonville under Section 4a.
- c. **Reports:** and/or assigns will prepare and submit a monthly report and invoice to the Town Administrator of Bartonville summarizing all general and special services activity within the Town limits from the previous thirty-day period.
- e. **Special Services:** and/or assigns will investigate complaints, perform E. Coli Bacteria water samplings and testing as necessary; confer with contractors, builders, system designers, installers, state agencies and the general public; enforce the provisions of the Town of Bartonville on-site sewage facility ordinance and other health and sanitation ordinances through inspection, written compliance notification, and citation; testify in municipal court as necessary; assist with monthly TCEQ reports; assist with TCEQ administrative field audits; assist with ordinance preparation; and attend meetings as required. will provide other health related inspections at the request of Town Administrator and/or the Mayor.
- f. **Equipment and Availability:** will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.
- g. **Licenses and Registrations:** and/or assigns will remain in good standing with the TCEQ and the Texas Department of Health. and/or assigns will keep current, at all times, the Designated Representative status with the TCEQ and the Registered Sanitarian status with the Texas Department of Health and/or assigns will comply with all the educational requirements of the TCEQ and the Texas Department of Health.

Section 4. **Bartonville's Obligations:** Bartonville agrees to perform the following:

- a. Make payment to _____, on a monthly basis and upon receipt of a monthly report, in accordance with the following fee schedule:
 1. On-site Sewage Facility Plan Review: One hundred dollars and no cents (\$100) per each review and issuance of authorization to construct.
 2. On-site Sewage Facility Final Inspections: One hundred dollars and no cents (\$100) per inspection.
 3. On-site Sewage Facility Re-Inspection:
 - a. New Installs: Two hundred dollars and no cents (\$200) per inspection.
 - b. Repair/Modifications: One hundred dollars and no cents (\$100) per inspection.
 4. Water Samples: Three hundred dollars, and no cents (\$300) per sample processed for the presence of E. Coli Bacteria.
 5. On-Site Sewage Facility Complaints: Two hundred dollars and no cents (\$200) per complaint response and investigation.
 6. Administrative duties: Twenty-five dollars per hour (\$25).
 7. Subdivision Review: For conformance with TAC 30, Chapter 285 OSSF Regulations. Two hundred and fifty dollars and no cents (\$250).
 8. Provide clerical support and any administrative costs associated with building permits and On-site Sewage Facility administration, including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. **Revenues Retained**: Bartonville shall retain all fees, fines, forfeitures, etc. that may be generated by building permits and performing ordinance enforcement duties within the Town's boundary.

Section 6. **Termination**:

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, _____ will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.

- b. If Bartonville fails to make payment to _____ within five (5) working days after the submission date of the monthly report for any invoiced amounts, _____, at his discretion, may suspend service until payment is received. If it becomes necessary for _____ to suspend services to Bartonville for nonpayment of the invoiced amounts, _____ will identify a date that services will be suspended and submit written notice to the Town.
- c. Bartonville’s recourse for failure of _____ to furnish any services under this Agreement will be the right to terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Bartonville Town Hall
1941 E. Jeter Rd.
Bartonville, TX 76226

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of the Town of Bartonville and _____.

Section 9. **Jurisdiction:** By this Agreement, Bartonville grants full and complete authorization and jurisdiction to _____ for all services provided by _____ as contained in this Agreement. Said jurisdiction shall apply to the town limits of Bartonville and the Bartonville Extraterritorial Jurisdiction where applicable.

Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certifications/Licenses:** At all times during the term of this Agreement, all assigns shall be under supervision and control of _____. In addition, _____ and all assigns must be certified, registered, or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications, registrations and licenses along with the costs of any required continuing education classes shall be at the sole expense of _____.

Section 12. **Performance:** Both parties mutually agree that _____ is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of _____ in no way are to be considered employees of Bartonville.

Section 13. **Indemnification:** _____ agrees to hold harmless, save and indemnify the Town of Bartonville and its Officers and staff for any and all claims for damages, personal injury and/or death that any be asserted against Bartonville arising from _____’s negligence or its performance hereunder, save and except intentional acts of gross negligence by Bartonville. The foregoing notwithstanding, the parties hereto reserve

the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of September 2020, in duplicate originals.

TOWN OF BARTONVILLE

By: Sylvia Ordeman
Town Administrator

Attest:

Tammy Dixon, Town Secretary

Analisa Sonya Griffith

OBJECTIVE

To obtain a position that will enable me to utilize my strong food science knowledge, expertise in food laws, organizational skills, educational background and ability to work well with people.

EDUCATION

University of Houston **Houston, Texas** **2006**

- Bachelor of Science in Biology, Minor in Chemistry
 - Coursework: Genetics, Microbiology, Human Physiology and Cell Biology
- All coursework includes laboratory disciplines.

Northeastern University **Boston, Massachusetts** **2019**

- Master of Science in Regulatory Affairs in Food and Food Industry (College of Professional Studies)
- Coursework: Food Safety and Modernization (FDA, FSMA, USDA, CDC), Food Risk/Hazard Analysis, Economic and Social Aspects, Food Law/Regulatory/Policy

EXPERIENCE

Dallas County Health and Humans Services **Dallas, Texas** **8/10- present**

Sanitarian and Designated Representative

- Inspect bi-annual health and safety sanitation inspections of food establishments (grocery stores, convenient stores, restaurants, fast-food restaurants, sport events) for compliance with state and local environmental laws.
- Inspects and conducts on-site investigations of food and drinking establishments to prevent food-borne illness outbreaks and ensures food establishments are within compliance with state food laws and local ordinances.
- Work closely with DCHHS's epidemiologist on outbreak investigations
- Performs annual health and safety sanitation inspections of day care centers, residential treatment centers, boarding, group and foster homes for compliance with state and local environmental laws.
- Answers inquiries and consults with private entities and the general public regarding environmental issues and laws
- Provides educational training for food managers certification.
- Collects water samples
- Inspects newly installed private and commercial septic systems
- Conduct on-site septic system investigations and complaints
- Complete activity reports through Microsoft Excel on all inspections and investigations
- Knowledgeable on Minimum Standards for Foster Homes and Daycares and On-Site Sewage Facilities (Septic Systems)
- Knowledgeable on Texas Food Establishment Rules (TFER), FDA's Model Food Code.
- Trained newly hired and current inspectors of all job duties listed.

Infection Prevention & Management Associates, Inc. **Houston, Texas** **11/06- 4/09**

Infection Control Practitioner

- Responsible for providing relevant infection control data to the following committees: Constuction, Environment of Care, Standards, Patient Safety, Safety Management, Hazardous Materials, Emergency Management
- Provides infection control oversight for a large tertiary, acute care facility

- Performs disease surveillance activities for the early detection of potential nosocomial outbreaks.
- Participates in Hazardous Surveillance Rounds
- Prepare and present quarterly reports on disease surveillance, environment of care rounds, isolation rounds, and hand hygiene compliance at facility Infection Control Committee

HEALTHSOUTH Rehabilitation Hospital **Conroe, Texas** **3/06- 12/07**
 Pharmacy Technician

- Filled patient prescriptions under pharmacist’s supervision
- Stocked medications and entered new prescriptions into computer database

HEALTHSOUTH Rehabilitation Hospital **Humble, Texas** **8/02- 3/06**
 Rehabilitation Technician

- Assisted physical and occupational therapist with therapeutic exercises for patients to develop, maintain and restore maximum movement and functional ability
- Worked with patients after joint replacements, strokes, balance or impairment disorders, fractures, neurological disorders and arthritis to increase fitness levels and ambulate

SOFTWARE APPLICATIONS

Windows Application, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, Adobe

ORGANIZATIONS:

Texas Environmental Health Association (TEHA) – North Texas Chapter
 2011 to present

- Served on Government Council from 2016 to 2018

Texas Onsite Water Association (TOWA)
 2015 to present

LICENSE

Registered Sanitarian
 License # 4548

Designated Representative
 License # OS0031000

Reference upon requests



TOWN COUNCIL AGENDA ITEM NO. 12

REGULAR ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Discuss and consider approval of a contract services agreement with Leslie Freeman or a Professional Services Agreement with Bureau Veritas North American, Inc. for Health Services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Town’s Health Inspector reviews and approves all Food Service Establishment permits and conducts Food Service Establishment inspections on a semiannual basis.

Following is a list of the Town’s Food Establishments

Domino's Pizza	3000 FM 407 E 200
7-Eleven Convenience Store #38332A	2670 FM 407
Palermos Italian Cafe	2652 FM 407, STE 155
Kroger #572 Bakery	3400 FM 407
Kroger #572 Seafood	3400 FM 407
Kroger #572 Deli	3400 FM 407
Kroger #572 Coffee Shop	3400 FM 407
Kroger #572 Meat	3400 FM 407
Starbucks Coffee #29132	3012 FM 407
Tokyo Samurai	3600 FM 407, Ste. 100
Casamia Mexican Restaurant & Bar	3501 FM Unit 407
Golden Egg Cafe	2650 FM 407 165
Guidance Preparatory Academy	64 McMakin Rd
Lone Star Food Store #79	1842 FM 407
Subway Sandwiches	2648 FM 407 Unit 100
Marty Bs	2664 FM 407
Dickey's BBQ	3000 FM 407 100
The Bartonville Store, LLC	96 McMakin Rd
AnG Sushi	3400 FM 407

FISCAL IMPACT:

FY 2020-2021 \$6,000

Costs are covered by permit fees. The fees charged by Mr. Freeman and Bureau Veritas do not exceed our current permit fees.

LEGAL REVIEW:

N/A

ATTACHMENTS:

- Draft Health Contract FY 2020-2021 – Leslie Freeman
- Professional Services Agreement Bureau Veritas

RECOMMENDATION: Move to approve a contract services agreement with Leslie Freeman

OR a Professional Services Agreement with Bureau Veritas North American, Inc.

for Health Services beginning October 1, 2020, through September 30, 2021; and authorization for the Town Administrator to execute same on behalf of the Town.

AGREEMENT FOR HEALTH SERVICES

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by _____, a private contractor, (hereinafter referred to as _____) and the Town of Bartonville, Texas, a municipal corporation, (hereinafter referred to as “Bartonville” or the “Town”).

RECITALS:

WHEREAS, The Town of Bartonville is desirous of Providing its residents and businesses with Health services; and

WHEREAS, _____ being a Registered Sanitarian, in good standing, with the Texas Department of Health and is desirous of providing Health services to Bartonville; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide Health services at the highest level possible to Bartonville in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

- Section 2. **Term:** This Agreement shall be for a term of twelve months (12) months, commencing on October 1, 2020, and ending September 30, 2021, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Bartonville.

- Section 3. **Scope of Services:** _____ hereby agrees to provide Bartonville the following services:

- a. **General Services:** and/or assigns will enforce the provisions of Town of Bartonville Code of Ordinances and enforce all the rules and regulations of the Texas Department of Health.
- b. **Service Calls:** will provide Health services in consideration for the payment to be made by Bartonville under Section 4a.
- c. **Reports:** and/or assigns will prepare and submit a monthly report and invoice to the Town Administrator of Bartonville summarizing all general and special services activity within the Town limits from the previous thirty-day period.
- d. **Equipment and Availability:** will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.
- e. **Licenses and Registrations:** and/or assigns will remain in good standing with the Texas Department of Health. and/or assigns will keep current, at all times, the Registered Sanitarian status with the Texas Department of Health and/or assigns will comply with all the educational requirements of the Texas Department of Health.

Section 4. **Bartonville's Obligations:** Bartonville agrees to perform the following:

- a. Make payment to , on a monthly basis and upon receipt of a monthly report, in accordance with the following fee schedule:
 - (1) Food establishment, restaurants, convenience stores, bakeries: \$300.00.
 - (2) Day care centers, nursing homes, foster/adoption homes, schools: \$300.00.
 - (3) Mobile food establishment: \$300.00.
 - (4) Temporary food establishment (per booth/per event): \$35.00.
 - (5) Plan review fees.

0 - 150 sq. ft.	\$75.00
151 - 1,000 sq. ft.	\$150.00
1,001 - 4,000 sq. ft.	\$200.00

4,001 - 8,000 sq. ft.	\$250.00
8,001 - 20,000 sq. ft.	\$350.00
20,001 - up sq. ft.	\$500.00

(6) Reinspection fees.

Follow up	\$70.00
Full reinspection	50 percent of food establishment's annual permit fee

Section 5. **Revenues Retained:** Bartonville shall retain all fees, fines, forfeitures, etc. that may be generated by building permits and performing ordinance enforcement duties within the Town's boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, _____ will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If Bartonville fails to make payment to _____ within five (5) working days after the submission date of the monthly report for any invoiced amounts, _____, at his discretion, may suspend service until payment is received. If it becomes necessary for _____ to suspend services to Bartonville for nonpayment of the invoiced amounts, _____ will identify a date that services will be suspended and submit written notice to the Town.
- c. Bartonville's recourse for failure of _____ to furnish any services under this Agreement will be the right to terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Bartonville Town Hall
 1941 E. Jeter Rd.
 Bartonville, TX 76226

- Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of the Town of Bartonville and .
- Section 9. **Jurisdiction:** By this Agreement, Bartonville grants full and complete authorization and jurisdiction to for all services provided by as contained in this Agreement. Said jurisdiction shall apply to the town limits of Bartonville and the Bartonville Extraterritorial Jurisdiction where applicable.
- Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.
- Section 11. **Supervision/Certifications/Licenses:** At all times during the term of this Agreement, all assigns shall be under supervision and control of . In addition, and all assigns must be certified, registered, or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications, registrations and licenses along with the costs of any required continuing education classes shall be at the sole expense of .
- Section 12. **Performance:** Both parties mutually agree that is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of in no way are to be considered employees of Bartonville.
- Section 13. **Indemnification:** agrees to hold harmless, save and indemnify the Town of Bartonville and its Officers and staff for any and all claims for damages, personal injury and/or death that any be asserted against Bartonville arising from 's negligence or its performance hereunder, save and except intentional acts of gross negligence by Bartonville. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of September 2020, in duplicate originals.

TOWN OF BARTONVILLE

By: Sylvia Ordeman
Town Administrator

By:

Attest:

Tammy Dixon, Town Secretary

DRAFT



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2020, by and between Bureau Veritas North America, Inc., (herein called “BVNA”), and the City of Bartonville, Texas, (herein called “Client”).

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

- (a) Fees and all other charges will be billed to Client monthly.
- (b) If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.
- (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney’s fees.

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as “Services”), do the following:

- (a) Where the performance of the Services require BVNA’s presence on the Client’s premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed (“Site”) to accommodate BVNA’s needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as “Client's Project Manager” who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “Rights”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys’ fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA’s Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** **BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.**

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily

injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

11. **Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement.

12. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. **Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Client shall name BVNA as additional insured on its Builder's Risk policy.

14. **Cause of Action.** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

15. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to,

this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively “Disputes”) shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. **Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

18. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client’s obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA’s obligations under this Agreement. Such failure shall include, but is not limited to, BVNA’s failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA’s termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA’s termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client’s responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

20. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or

person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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If to Client:

If to BVNA:

Bureau Veritas North America, Inc.

Attn: Contract Processing

1000 Jupiter Road, Suite 800

Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.

Attention: Legal Department

1601 Sawgrass Corporate Parkway, Suite 400

Fort Lauderdale, FL 33323

25. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

26. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

27. Non-Solicitation / Hiring of Employees.

- (a) The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. **Prevailing Wage.** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

29. **Interpretation of Agreement.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. **Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

31. **Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

32. **Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

By: _____

Print Name: _____

Title: _____

Date: _____

BVNA

By: _____

Print Name: DAVID STROHBEK

Title: DIRECTOR

Date: 9-10-20

DTQRR: David Strohek

Date: 9/9/2020

Attachments:
Scope of Services
Fee Schedule

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ATTACHMENT A
SCOPE OF SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.200 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

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ATTACHMENT B
FEE SCHEDULE

PER INSPECTION ONLY:

Food Service Inspections - Per each inspection	\$150.00
• Permanent Food Establishment Inspection	
• Mobile Food Vendor (Hot and Cold Truck) Inspection	
• Seasonal Vendor Inspection	
• Public Swimming Pool Inspection	
Temporary Event Inspection - Per each permit	\$100.00
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for each re-inspection.	\$150.00 per hour
* Minimum one hour	

DRAFT



Health & Safety Client References

City of Alvarado

*Full Service

Debbie Thomas, City Secretary

104 W College

Alvarado, Texas 76009

thomasd@cityofalvarado.org | 817.790.3351

Town of Argyle

*Full Service

300 Denton St

Argyle, TX 76226

www.argyletx.com | 940.464.7273

City of Arlington

*Inspections Only

Bill O'Toole, Health Services Analyst

101 West Abram Street

Arlington, Texas 76004

Bill.o'toole@arlingtontx.gov | 817.459.6682

City of Aubrey

*Full Service

Mike Stephenson

107 S Main

Aubrey, Texas 76227

mstephenson@aubreytx.gov

City of Blue Ridge

*Full Service

Edie Sims, City Secretary

200 S Main

Blue Ridge, Texas 75424

esims@blueridgecity.com | 972.752.5791

City of Brookshire

*Full Service

Claudia Harrison, City Secretary

4029 Fifth

Brookshire, Texas 77243

citysecretary@cityofbrookshire.org | 281.375.5050

City of Bulverde

*Inspections Only

Patsy McWilliams, Code Compliance Specialist

30360 Cougar Bend

Bulverde, Texas 798163

pmcwilliams@bulverdetx.gov | 830.438.3612

City of Dripping Springs

*Swimming Pools only

Sarah Holden, Utility Building Coordinator

511 Mercer Street

Dripping Springs, Texas 78620

sholden@cityofdrippingsprings.com | 512.858.4725

Health & Safety References, Continued

City of Forney

*Full Service

Victoria Martin

101 E Aimee

Forney, Texas 75126

vmartin@cityofforney.org | 972.564.7385

City of Hudson Oaks

*Full Service

Patrick Lawler, City Manager

210 N Lakeshore

Hudson Oaks, Texas 76087

Patrick.lawler@hudsonoaks.com | 682.229.2408

City of Krum

*Full Service

Tom Elgin, City Planner

102 West McCart

Krum, Texas 76249

telgin@ci.krum.tx.us | 940.482.3491

City of Lewisville

*Swimming Pools Only

Chris McGinn, Health & Animal Services
Manager

151 W Church Street

Lewisville, TX 75057

cmcginn@cityoflewisville.com | 972.219.3484

Town of Little Elm

*Inspections Only

Nathan Abato, Community Integrity Supervisor

100 W Eldorado Pkwy.

Little Elm, Texas 75068

nabato@littleelm.org | 214.975.0453

City of Live Oak

*Full Service

Ken Steiner, Building Official

8001 Shin Oak

Live Oak, Texas 78233

ksteiner@liveoakTX.net | 210.653.9140

City of Lucas

*Full Service

Donna Bradshaw, Planning Coordinator

665 Country Club Road

Lucas, Texas 75002

dbradshaw@lucastexas.us | 972.727.8999

City of Midlothian

*Inspections Only

Debbie Lubke, Code Enforcement Officer

1150 North Highway 67

Midlothian, Texas 76065

Debbie.lubke@midlothian.tx.us | 682.203.7954

City of Plano

*Inspections Only

Jim Dingman, Environmental Health Manager

1520 K Avenue Suite 210

Plano, Texas 75074

jimdi@plano.gov | 972.941.7143

City of Pflugerville

*Full Service

Vicky Lorea

201-B East Pecan Street

Pflugerville, Texas 78691

vickyl@pflugervilletx.gov | 512.252.8469

Health & Safety References, Continued

City of Red Oak

*Full Service

Deannie Blake, Administration Assistant

411 W. Red Oak Road

Red Oak, Texas 75154

dblake@redoaktx.org | 972.576.3414

City of Richardson

*Inspections Only

Janice Tower, Assistant Director of Health

411 W Arapaho

Richardson, Texas 75080

Janice.tower@cor.gov | 972.744.4080

City of Roanoke

*Full Service

Cody Petree, Director of Development Services

265 Marshall Creek Road

Roanoke, Texas 76262

cpetree@roanoketexas.com | 817.491.6099

City of The Colony

*Inspections Only

Iris Browder, Development Service Manager

6800 Main Street

The Colony, Texas 75056

ibrowder@thecolonytx.gov | 972.624.3151

City of Rhome

*Full Service

Shannon Montgomery, City Secretary

105 W First Street

Rhome, Texas 76078

cityofrhome@earthlink.net | 817.636.2462

City of Venus

*Full Service

Marla King

105 E Hwy 67

Venus, Texas 76084

Mking-ct@cityofvenus.org | 972.366.3348

City of Weatherford

*Inspections Only

Craig Farmer, Director of Development

119 Palo Pinto

Weatherford, Texas 76086

cfarmer@weatherfordtx.gov | 817.598.4338

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TOWN COUNCIL AGENDA ITEM NO. 13

REGULAR ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Discuss and consider options to fill the court clerk position.

SUMMARY:

With the recent resignation of the quarter-time court clerk, staff is requesting consideration to reclassify the quarter temp admin assistant and court clerk positions to a full-time position. In addition to court duties the position would be responsible for

- answering phones
- assisting citizens and customers with a variety of needs and dispense information in person, over the phone and through e-mail.
- Process building permits and contractor registrations
- Receive and process payments for various licenses and permits.
- Assist with Records management program
- Assist with accounts payables (coding and entering invoices for payments)
- Process accounts receivables (cash, checks and credit card deposits) – daily.
- Process incoming and outgoing mail
 - Assist with social media updating Website and Face book accounts
- Assisting the Town Secretary and Town Administrator with special projects

FISCAL IMPACT:

We would propose the full time position to be funded at midrange not maximum. So the budget impact would be 28,589, not 37,144.

Court Clerk Salary	\$	19,500.00
Court Clerk TMRS and Taxes	\$	4,147.00
Admin Salary	\$	11,700.00
Current Expense	\$	35,347.00

FT Court/Admin	\$	21.50
Salary	\$	44,720.00
Insurance	\$	11,564.00
Payroll Taxes	\$	648.44
TMRS	\$	7,003.15
Proposed Expense	\$	63,935.59

Budget Impact \$ 28,588.59

LEGAL REVIEW: N/A

RECOMMENDATION: Move to approve to reclassify the position to full-time; or move to approve reclassify the position to part-time up to 25 hours per week; and authorize the Town Administrator to hire a replacement.



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Discuss and consider approval of a resolution Town Council of the Town of Bartonville, Texas, repealing and replacing Resolution 2020-10, adopting a Revised Compensation Policy for Town Employees; and providing an effective date.

SUMMARY:

The Town Council adopted Resolution 2020-10 on August 18, 2020, adopting a Revised Compensation Policy for Town Employees. Following adoption staff discovered an error on the Exhibit A relating the the Sergeants salary ranges; and is requesting and change under Section 6 A. changing the months of service from 4 to 6.

There are two Exhibit A's attached, option 1 with the above changes; option 2 includes the above changes in addition to reclassifying the court clerk position to full-time, in the event Town Council approves (prior agenda item).

FISCAL IMPACT:

N/A

LEGAL REVIEW:

N/A

ATTACHMENTS:

- Draft Resolution with Compensation Policy

RECOMMENDATION: Move to approve a a resolution Town Council of the Town of Bartonville, Texas, repealing and replacing Resolution 2020-10, adopting a Revised Compensation Policy for Town Employees; and providing an effective date. With Exhibit A Option 1 or Exhibit A Option 2

**TOWN OF BARTONVILLE
RESOLUTION 2020-___**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, REPEALING AND REPLACING RESOLUTION 2020-10 ADOPTING A REVISED COMPENSATION POLICY FOR TOWN EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bartonville, Texas (“Town Council”) reviewed the Town’s employee compensation policies, and adopted Resolution 2020-10 revised policies concerning Town employee compensation on August 18, 2020: and

WHEREAS, the Town Council desires to repeal and replace Resolution 2020-10 concerning the Town employee compensation policy.

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

SECTION 1

Resolution 2020-10 is hereby repealed and replaced by this resolution.

SECTION 2

The Police Department Step Plan is hereby repealed.

SECTION 3

The Compensation Plan for all employees of the Town of Bartonville, attached hereto as Exhibit A, is adopted and approved, subject to the following:

- A. Effective October 1, 2020, employees will receive a pay adjustment, if applicable, that corresponds to the employee’s Position on Exhibit A.
- B. Employees whose pay increased to the new minimum pay for their Position on Exhibit A are not eligible for a merit increase for Fiscal Year 2020-21.
- C. Full-Time Employees whose pay did not increase with the adoption of Exhibit A are eligible for a merit increase for Fiscal Year 2020-21.
- D. The merit pool is budgeted for 3% for police officers whose minimum pay did not increase with the adoption of Exhibit A, and for the Town Secretary, for Fiscal Year 2020-2021.

SECTION 4

Eligibility for compensation and pay increases in future fiscal years is contingent upon Town Council approval which shall be considered in establishing the Town’s annual budget.

SECTION 5

The Town Council hereby authorizes the Town Administrator to manage the distribution of salary increases, subject to review by two councilmembers. The Town Council will determine any salary increases of the Town Administrator.

SECTION 6

Merit Increases:

- A. Employees with more than 6 months of service, but less than one-year of service at the beginning of the of fiscal year, will be eligible for a prorated merit increase.

- B. An employee who is at or above the maximum pay rate shown on attached Exhibit A shall be frozen at that rate until the pay ranges are adjusted through job market adjustments as adopted by future Town Council action; however, the employee may receive a lump sum payment adjustment, if the employee is eligible for an increase.

PASSED AND APPROVED this the 15TH day of September 2020

APPROVED:

Bill Scherer, Mayor

ATTEST:

Tammy Dixon, Town Secretary



Exhibit “A” Option 1 PT COURT CLERK

POSITION	FLSA	Pay Basis	Minimum	Mid-Point	Maximim
Town Administrator	Exempt	Annually	68000.00	80000.00	92000.00
		Monthly	5666.67	6666.67	7666.67
		Pay Period	2615.38	3076.92	3538.46
		Hourly	32.69	38.46	44.23
Town Secretary	Exempt	Annually	64000.00	75000.00	86000.00
		Monthly	5333.33	6250.00	7166.67
		Pay Period	2461.54	2884.62	3307.69
		Hourly	30.77	36.06	41.35
Police Chief	Exempt	Annually	81000.00	86500.00	92000.00
		Monthly	6750.00	7208.33	7666.67
		Pay Period	3115.38	3326.92	3538.46
		Hourly	38.94	41.59	44.23
Sergeant	Non Exempt	Annually	59000.00	66000.00	73000.00
		Monthly	4916.67	5500.00	6083.33
		Pay Period	2269.23	2538.46	2807.69
		Hourly	28.37	31.73	35.10
Police Officer	Non Exempt	Annually	55000.00	60000.00	65000.00
		Monthly	4583.33	5000.00	5416.67
		Pay Period	2115.38	2307.69	2500.00
		Hourly	26.44	28.85	31.25
Court Clerk (PT)*	Non Exempt	Annually	12800.00	16000.00	19200.00
		Monthly	1066.67	1333.33	1600.00
		Pay Period	492.31	615.38	738.46
		Hourly	16.41	20.51	24.62
Admin Assist (Temp PT)*	Non Exempt	Annually	12800.00	16000.00	19200.00
		Monthly	1066.67	1333.33	1600.00
		Pay Period	492.31	615.38	738.46
		Hourly	16.41	20.51	24.62
*note - currently budgeted 15 hrs week					

Exhibit “A” Option 2 FT COURT CLERK/ADMIN

POSITION	FLSA	Pay Basis	Minimum	Mid-Point	Maximim
Town Administrator	Exempt	Annually	68000.00	80000.00	92000.00
		Monthly	5666.67	6666.67	7666.67
		Pay Period	2615.38	3076.92	3538.46
		Hourly	32.69	38.46	44.23
Town Secretary	Exempt	Annually	64000.00	75000.00	86000.00
		Monthly	5333.33	6250.00	7166.67
		Pay Period	2461.54	2884.62	3307.69
		Hourly	30.77	36.06	41.35
Police Chief	Exempt	Annually	81000.00	86500.00	92000.00
		Monthly	6750.00	7208.33	7666.67
		Pay Period	3115.38	3326.92	3538.46
		Hourly	38.94	41.59	44.23
Sergeant	Non Exempt	Annually	59000.00	66000.00	73000.00
		Monthly	4916.67	5500.00	6083.33
		Pay Period	2269.23	2538.46	2807.69
		Hourly	28.37	31.73	35.10
Police Officer	Non Exempt	Annually	55000.00	60000.00	65000.00
		Monthly	4583.33	5000.00	5416.67
		Pay Period	2115.38	2307.69	2500.00
		Hourly	26.44	28.85	31.25
Court Clerk/Admin Asst.	Non Exempt	Annually	34133.00	42660.00	52000.00
		Monthly	2844.42	3555.00	4333.33
		Pay Period	1312.81	1640.77	2000.00
		Hourly	16.41	20.51	25.00
Admin Assist (Temp PT)*	Non Exempt	Annually	12800.00	16000.00	19200.00
		Monthly	1066.67	1333.33	1600.00
		Pay Period	492.31	615.38	738.46
		Hourly	16.41	20.51	24.62

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TOWN COUNCIL AGENDA

REGULAR ITEM NO. 15

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Discuss and consider approval of an ordinance amending the Town’s Budget for the Fiscal Year beginning October 1, 2019, and ending September 30, 2020, as adopted by Ordinance No. 672-19 providing for adjustments to the General Fund, Reserve Fund, Wastewater Fund, Street Maintenance Fund, Interest & Sinking Fund, Court Security Fund, and creating the COVID-19 Fund.

SUMMARY:

Several items in the FY 2019-2020 need to be amended due to excess revenue and expenses. Due to excess revenues, an additional \$206,385 will be transferred to the I&S Fund from the General & Street Maintenance Fund.

GENERAL FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Administration Services	\$7,480
Interest Earned	(\$2,545)
Transfer from BCCPD	(\$1,000)
Ad Valorem Current (O&M)	\$16,790
Sales Tax	\$90,910
Mixed Beverage Allocation	\$9,796
Permits: Residential Building	\$31,930
Telephone Franchise Fees	\$7,500
Solid Waste Franchise Fees	\$5,195
Development Fees: BOA	\$1,350
Development Fees: Zoning/DRC/Subdivision	\$7,750
Total	\$175,156
<u>Expenses</u>	
Legal/Town Attorney	\$13,581
Audit & Accounting	\$1,000
Transfer to Economic Development Liability Fund	(\$28,065)
Transfer to I&S Fund	\$188,640
Total	\$175,156
TOTAL NET	\$0

RESERVE FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Interest Earned	(\$940)
TOTAL NET	(\$940)
WASTEWATER FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Wastewater Treatment Income - BTC	\$4,240
<u>Expenses</u>	
Wastewater Treatment	\$4,665
TOTAL NET	(\$425)
STREET MAINTENANCE FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Sales Tax	\$83,220
Interest Earned	(\$3,530)
Total	\$79,690
<u>Expenses</u>	
Street Maintenance & Repairs	\$16,850
Engineering	\$45,365
2019 Street Project	(\$428,185)
Transfer to I&S Fund	\$17,475
Total	(\$348,495)
TOTAL NET	\$428,185
INTEREST & SINKING FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Interest Earned	(\$3,720)
Street Fund Transfer	\$17,745
General Fund Transfer	\$188,640
TOTAL NET	\$202,665
COURT SECURITY FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Court Security Fee	\$900
TOTAL NET	\$900
COVID-19 FUND	Increase/(Decrease)
<u>Revenues</u>	
Coronavirus Relief Funds Allocation	\$95,205
<u>Expenses</u>	
Legal Services/Communication/Enforcement of Public Health Orders	\$12,000

PPE Supplies/Equipment	\$500
Disinfection Supplies/Equipment	\$1,100
Equipment/Software Remote Public Meetings Public Safety	\$4,600
COVID-19 Signs/Equipment Public Safety	\$500
Police Salaries	\$0
Equipment/Software for Executive Staff Telecommute	\$332
COVID Leave	\$850
Business Marketing Advertising & Small Business Grants	\$6,784
Total	\$26,666
TOTAL NET	\$68,539

ATTACHMENTS:

- Draft Ordinance amending FY 2019-20 Budget

RECOMMENDATION: Move to approve an ordinance amending the Town’s Budget for the Fiscal Year beginning October 1, 2019, and ending September 30, 2020, as adopted by Ordinance No. 672-19 providing for adjustments to the General Fund, Street Maintenance Fund, Interest & Sinking Fund, Court Security Fund, and creation of the COVID-19 Fund.

TOWN OF BARTONVILLE

**ORDINANCE NO. ____-20
AMENDING THE FISCAL YEAR 2019-2020 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, 2019, AND ENDING SEPTEMBER 30, 2020, AS ADOPTED BY ORDINANCE NO. 672-19 BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND, RESERVE FUND, WASTEWATER FUND, STREET MAINTENANCE FUND, INTEREST & SINKING FUND, COURT SECURITY FUND, AND CREATING THE COVID-19 FUND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; PROVIDING SAVINGS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES OF THE TOWN BARTONVILLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, an annual budget for the Fiscal Year beginning October 1, 2019, and ending September 30, 2020, was duly created and adopted by the Bartonville Town Council in accordance with Title Four (4), Chapter 102., Sections 102.002 and 102.003 of the Texas Local Government Code; and

WHEREAS, said Annual Budget was adopted by Ordinance 672-19 on September 17, 2019; and

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

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

SECTION 1.

The Annual Budget of the Town of Bartonville, Texas, for the fiscal year beginning on October 1, 2019, and ending on September 30, 2020, as heretofore adopted by Ordinance No. 672-19 is hereby amended to provide for adjustments to the General Fund, Reserve Fund, Wastewater Fund, Street Maintenance Fund, Interest & Sinking Fund, Court Security Fund, and creating the COVID-19 Fund as described below and incorporated herein, and expenditures for the fiscal year shall be made in accordance with said Annual Budget, as amended.

GENERAL FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Administration Services	\$7,480
Interest Earned	(\$2,545)
Transfer from BCCPD	(\$1,000)
Ad Valorem Current (O&M)	\$16,790
Sales Tax	\$90,910
Mixed Beverage Allocation	\$9,796
Permits: Residential Building	\$31,930
Telephone Franchise Fees	\$7,500
Solid Waste Franchise Fees	\$5,195
Development Fees: BOA	\$1,350
Development Fees: Zoning/DRC/Subdivision	\$7,750
Total	\$175,156
<u>Expenses</u>	
Legal/Town Attorney	\$13,581
Audit & Accounting	\$1,000
Transfer to Economic Development Liability Fund	(\$28,065)
Transfer to I&S Fund	\$188,640
Total	\$175,156
TOTAL NET	\$0

RESERVE FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Interest Earned	(\$940)
TOTAL NET	(\$940)
WASTEWATER FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Wastewater Treatment Income - BTC	\$4,240
<u>Expenses</u>	
Wastewater Treatment	\$4,665
TOTAL NET	(\$425)

STREET MAINTENANCE FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Sales Tax	\$83,220
Interest Earned	(\$3,530)
Total	\$79,690
<u>Expenses</u>	
Street Maintenance & Repairs	\$16,850
Engineering	\$45,365
2019 Street Project	(\$428,185)
Transfer to I&S Fund	\$17,475
Total	(\$348,495)
TOTAL NET	\$428,185
INTEREST & SINKING FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Interest Earned	(\$3,720)
Street Fund Transfer	\$17,745
General Fund Transfer	\$188,640
TOTAL NET	\$202,665
COURT SECURITY FUND ADJUSTMENTS	Increase/(Decrease)
<u>Revenues</u>	
Court Security Fee	\$900
TOTAL NET	\$900
COVID-19 FUND	Increase/(Decrease)
<u>Revenues</u>	
Coronavirus Relief Funds Allocation	\$95,205
<u>Expenses</u>	
Legal Services/Communication/Enforcement of Public Health Orders	\$12,000
PPE Supplies/Equipment	\$500
Disinfection Supplies/Equipment	\$1,100
Equipment/Software Remote Public Meetings Public Safety	\$4,600
COVID-19 Signs/Equipment Public Safety	\$500
Police Salaries	\$0
Equipment/Software for Executive Staff Telecommute	\$332
COVID Leave	\$850
Business Marketing Advertising & Small Business Grants	\$6,784
Total	\$26,666
TOTAL NET	\$68,539

SECTION 2.

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

SECTION 3.

This Ordinance shall be cumulative of all provisions of Ordinances of the Town of Bartonville, Texas except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 4.

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

SECTION 5.

All rights and remedies of the Town of Bartonville are expressly saved as to any and all violations of the provisions of any Ordinances affecting budgets, budget approval, adoption, and/or amendments which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

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

SECTION 7.

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by a vote of ___ to ___, this the 15th day of September 2020.

APPROVED:

Bill Scherer, Mayor

ATTEST:

Tammy Dixon, Town Secretary

State of Texas §
County of Denton §

Before me, Sylvia Ordeman, a Notary Public in and for said County and State, on this day personally appeared Bill Scherer, Mayor of the Town of Bartonville, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of the office this the ____ day of September 2020.

Notary



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: September 15, 2020

FROM: Sylvia Ordeman, Town Administrator

ITEM: Discuss and consider approval of an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2020, and ending September 30, 2021.

SUMMARY:

The FY 2020-2021 Proposed Budget is hereby presented for adoption.

The Town Council held budget workshops on July 14th and July 28th.

The proposed budget was filed in the Office of the Town Secretary on July 31, 2020, and the proposed budget was made available for public inspection by the taxpayers in accordance with Title Four (4), Chapter 102., Section 102.005 of the Local Government Code.

A public hearing for the proposed budget was held on August 18, 2020, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2020-2021 Fiscal Year Budget. The proposed budget includes:

The proposed budget is based on a \$0.192940/\$100 tax rate.

General Fund Revenues	\$1,657,935
General Fund Expenditures	\$1,657,935
Reserve Fund Revenues	\$3,000
Reserve Fund Expenditures	\$0
Wastewater Fund Revenues	\$33,530
Wastewater Fund Expenditures	\$32,788
Street Maintenance Fund Revenues	\$390,000
Street Maintenance Fund Expenditures	\$130,000
Economic Development Liability Fund Revenues	\$200,000
Economic Development Liability Fund Expenditures	\$200,000
Interest & Sinking Fund Revenues	\$361,642
Interest & Sinking Fund Expenditures	\$318,440
Court Security Fund Revenues	\$1,000
Court Security Fund Expenditures	\$1,000
Court Technology Fund Revenues	\$1,700
Court Technology Fund Expenditures	\$2,600
Capital Improvement Fund Revenues	\$100
Capital Improvement Fund Expenditures	\$5,000
Vehicle Replacement Fund Revenues	\$16,400
Vehicle Replacement Fund Expenditures	\$3,600

ATTACHMENTS:

- Draft Ordinance
- Fiscal Year 2020-21 Budget

RECOMMENDATION:

In accordance with LGC Section 102.007 (c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law.

1. Move to approve an ordinance adopting the budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.
2. Move to ratify the property tax revenue increase as reflected in the FY 2020-2021 budget.

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE ____-20
ADOPTING THE FISCAL YEAR 2020-2019 BUDGET**

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR 2020-2021; APPROPRIATING AMOUNTS TO THE INDIVIDUAL LINE ITEMS OF THE GENERAL FUND, STREET IMPROVEMENT FUND, WASTEWATER FUND, CAPITAL IMPROVEMENT FUND, VEHICLE REPLACEMENT FUND, RESERVE FUND, AND COVID-19 FUND IN ACCORDANCE WITH SAID BUDGET; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, has been duly created by the Bartonville Town Council in accordance with Title Four (4), Chapter 102., Sections 102.002 and 102.003 of the Local Government Code; and

WHEREAS, the Budget Officer for the Town of Bartonville filed the proposed budget in the Office of the Town Secretary on July 31, 2020, and the proposed budget was made available for public inspection by the taxpayers in accordance with Title Four (4), Chapter 102., Section 102.005 of the Local Government Code; and

WHEREAS, a Public Hearing was held by the Bartonville Town Council on August 18, 2020, in accordance with Title Four (4), Chapter 102., Section 102.006 of the Local Government Code at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2020-2021 Fiscal Year Budget; and

WHEREAS, after full and final consideration, it is the consensus of the Bartonville Town Council that the 2020-2021 Fiscal Year Budget as hereinafter set forth, should be approved and adopted.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
APPROVAL AND ADOPTION OF BUDGET**

The Annual Budget for the Fiscal Year 2020-2021 contained herein as Exhibit "A" is hereby approved and adopted.

SECTION 3.
APPROPRIATION OF FUNDS

All amounts contained in the Fiscal Year 2020-2021 General Operating Fund, Street Improvement Fund, Wastewater Fund, Capital Improvement Fund, Vehicle Replacement Fund, Reserve Fund, and the COVID-19 Fund Budgets are hereby appropriated to the various line-items as outlined in said budget.

SECTION 4.
CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of Ordinances of the Town of Bartonville, Texas except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 5.
SEVERABILITY CLAUSE

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

SECTION 6.
SAVINGS CLAUSE

All rights and remedies of the Town of Bartonville are expressly saved as to any and all violations of the provisions of any Ordinances affecting budgets, budget approval or adoption, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.
ENGROSSMENT AND ENROLLMENT

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

SECTION 8.
PUBLICATION

The Town Secretary of the Town of Bartonville is hereby directed to publish in the Official Newspaper of the Town of Bartonville the Caption, and the Effective Date Clause of this Ordinance.

SECTION 9.
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by a vote of ____ to ____, **this the 15th day of September 2020.**

APPROVED:

Bill Scherer, Mayor

ATTEST:

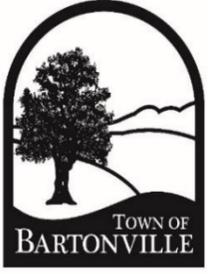
Tammy Dixon, Town Secretary

State of Texas §
County of Denton §

Before me, Sylvia Ordeman, a Notary Public in and for said County and State, on this day personally appeared Bill Scherer, Mayor of the Town of Bartonville, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of the office this the ____ day of September 2020.

Notary

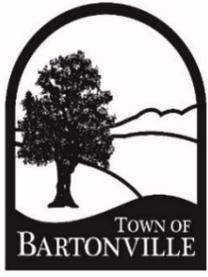


Per the 380 Agreement (Lantana Town Center) the Town is required to pay grants to the Developer each year in an amount equal to a certain percentage of the Town's sales tax and property tax revenues. For FY 2020-21 the amount is estimated at \$200,000 which is listed under the General Fund Transfers.

Account Description	Amended FY 2017-18	Amended FY 2018-19	Adopted FY 2019-20	Proposed FY 2020-21
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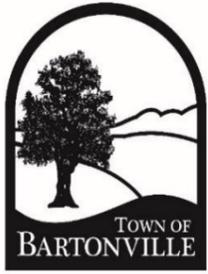
General Fund - 100

ACCOUNT CODES	GENERAL FUND REVENUE				
100-4002	Tax Revenue - Current	690,179	755,463	809,385	835,599
100-4003/4010	Tax Revenue-Delinquent/Penalty/Int	9,000	5,000	5,000	5,000
	Ad Valorem Total	699,179	760,463	814,385	840,599
100-4025	Sales Tax	381,000	445,000	450,000	450,000
100-4060	Mixed Beverage Tax	23,000	40,000	35,000	35,000
	Use Tax Total	404,000	485,000	485,000	485,000
100-4041	Franchise Fees-Electric/Gas	110,000	110,000	110,000	110,000
100-4042	Franchise Fees-Telephone	34,500	30,000	20,000	22,000
100-4046	Franchise Fees-Water Supply	12,500	12,500	12,500	12,500
100-4045	Franchise Fees-Solid Waste	11,000	17,000	15,000	16,000
	Franchise Fee Total	168,000	169,500	157,500	160,500
100-4114	Building Permits - Residential	66,300	83,850	60,000	65,000
100-4104	Building Permits - Commerical	5,000	24,000	10,000	4,000
100-4105	Contractors Registration Fees	6,000	4,000	4,000	4,000
100-4117	Septic Permits/Inspections	7,000	6,000	6,000	6,000
100-4119	Special Event Permit	50	50	50	50
100-4108	Health Food Permit	6,000	6,000	6,000	6,000
100-4118	Sign and Tree Permits	300	300	300	300
100-4103	Business Certificate of Occupancy	1,000	1,000	1,000	1,000
100-4120	Truck Permit	100	100	100	100
100-4112	Red Tag Fees	500	500	500	500
	Permit Total	95,750	125,800	87,950	86,950
100-4122	Zoning/Subdiv/Development Review Fees	6,000	10,000	4,000	4,000
100-4102	Board of Adjustment Fee	4,400	900	900	900
	Development Fee Total	10,400	10,900	4,900	4,900
100-4150	Court Fines & Forfeitures	55,000	60,000	60,000	60,000
	Municipal Court Total	55,000	60,000	60,000	60,000
100-4250	Interest Income	4,000	8,000	8,000	3,000
100-4710	Mowing/Demolition Fees	0	0	0	0
100-4116	Royalties	50	0	0	0
100-4107	Gas Well Inspection Fees	29,200	29,200	29,200	29,200
100-4850	Insufficient Check Fee	0	100	100	100
100-4065	WW Overhead	1,500	2,400	2,400	2,400
100-4730	Transfer from BCDC	5,000	5,000	5,000	10,000
100-4725	Transfer from BCCPD	1,000	1,000	1,000	0
100-4065	Adm Services/Misc/Other	500	500	500	500
100-4130	Child Safety Fees	2,000	2,000	2,000	2,000
100-4001	Past Fiscal Years	0	125,000	0	0
100-4705	Sale of Surplus	327,000	0	0	0
	Encumbered Funds Fiscal Year 2019-20 Budget for Election	0	0	0	12,500
	Other Revenue Total	370,250	173,200	48,200	59,700
	TOTAL GENERAL FUND REVENUE	1,802,579	1,784,863	1,657,935	1,697,649
	GENERAL FUND EXPENDITURES				
	Administration - 10				
	Salary & Benefits				
100-10-5012	Town Administrator Salary	74,000	80,000	82,400	70,000
100-10-5128	Cell Phone Allowance	600	600	1,200	1,200
100-10-5019	Mileage Allowance	2,400	2,000	2,000	2,000
100-10-5016	Admin Assitant Wages	0	2,000	11,700	11,700
100-10-5015	Court Clerk Wages	23,500	0	0	0
100-10-5013	Town Secretary Salary	77,230	80,000	82,400	82,400
100-10-5002	Certification Pay	2,400	2,400	2,400	2,400
100-10-5020	TMRS - Retirement	26,784	24,993	26,184	24,242
100-10-5018	Longevity	492	636	780	828
100-10-5025	Health and Dental Insurance	19,000	19,000	22,000	23,128
100-10-5023	Payroll Tax	4,500	3,000	3,000	3,000
100-10-5337	Insurance - Property/WC/Liability	4,500	5,500	5,500	5,665
	Total Salary & Benefits	235,406	220,129	239,564	226,563
	Operations & Supplies				
100-10-5477	Office Supplies	4,000	4,000	4,000	4,000
100-10-5479	Operations and Supplies	7,000	4,000	4,000	4,000
100-10-5404	Building Maintenance and Repair	20,000	20,000	20,000	20,000
100-10-5147	Computer Maintenance/Software	26,000	26,000	26,000	27,500
100-10-5158	External Printing	2,500	2,500	2,500	2,500
100-10-5514	Postage	3,000	3,000	3,000	3,000



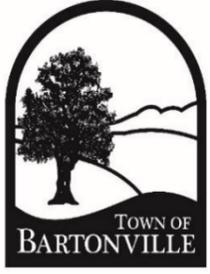
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Account Description		Amended FY 2017-18	Amended FY 2018-19	Adopted FY 2019-20	Proposed FY 2020-21
100-10-5727	Utilities - Electric, Water, Phone, Etc	17,500	13,500	17,500	17,500
100-10-5405	Tree Trimming	0	0	3,000	3,000
100-10-5157	Copier	5,000	5,000	5,000	5,000
Total Operations & Supplies		85,000	78,000	85,000	86,500
Contracted Services					
100-10-5381	Town Attorney	100,000	64,000	50,000	60,000
100-10-5063	Animal Control	2,700	7,000	12,800	12,800
100-10-5230	Town Engineer	20,000	20,000	20,000	20,000
100-10-5082	Auditor	3,750	3,750	3,750	4,250
100-10-5113	Building Inspector	29,000	36,000	30,000	30,000
100-10-5630	Health/Septic Inspector	10,500	10,000	10,000	10,000
100-10-5275	Gas Well Inspector	24,750	24,750	24,750	24,750
100-10-5482/5513	Town Planner	11,300	10,000	10,000	10,000
100-10-5226	Elections	0	10,500	12,500	25,000
100-10-5162	Denton County Tax Office	1,500	2,000	3,000	3,000
100-10-5406	SPAN Transportation	0	0	1,800	1,180
100-10-5080	Appraisal District	4,500	5,000	6,000	6,000
Total Contracted Services		208,000	193,000	184,600	206,980
Other					
100-10-5053	Legal Notices	4,500	2,000	2,000	2,000
100-30-5421	Municipal Court Expense	10,000	0	0	0
100-10-5142	Codification	2,700	2,700	2,700	2,700
100-10-5601	Records Management	6,000	6,000	6,000	6,000
100-10-5717	Training & Travel	5,000	5,000	5,000	5,000
100-10-5537	Publications & Subscriptions	1,000	1,000	1,000	1,000
100-10-5207	Dues & Certifications	2,400	2,400	2,400	2,400
100-10-5102	Bank Charges	100	100	100	100
100-10-5103	Banners & Signs	7,500	15,000	15,000	10,000
100-10-5140	Clean Up Day/Curbside HHW	10,000	10,000	10,000	10,000
100-10-5710	Town Meetings and Events	1,800	1,800	1,800	1,800
100-10-5703	TCEQ Fees	150	150	150	170
Total Other		51,150	46,150	46,150	41,170
Total Expenditures - Administration		579,556	537,279	555,314	561,213
Police Department					
Salary & Benefits					
100-20-5014	Chief	72,000	75,000	77,250	81,000
100-20-5004	Sergeant	0	57,500	59,225	61,000
100-20-5003	Police Officers	124,891	105,363	154,363	166,300
100-20-5007	Salaries - Overtime	10,000	15,000	15,000	17,045
100-20-5002	Certification / Incentive Pay	7,200	7,200	8,500	8,500
100-20-5008	Vacation Buy Back	0	5,500	0	0
100-20-5018	Longevity	732	990	1,278	1,878
100-20-5025	Health and Dental Insurance	34,490	37,604	55,000	57,820
100-20-5023	Payroll Taxes	5,700	5,000	5,000	5,023
100-20-5020	TMRS - Retirement	31,178	39,762	47,894	50,944
100-20-5336	LE Liability	4,500	2,500	2,500	3,000
100-20-5334	Auto Liability	4,000	3,000	3,000	3,000
100-20-5337	Property Insurance	2,200	2,000	2,000	2,000
100-20-5029	Workers Comp	7,600	10,000	10,000	14,151
Total Salary & Benefits		304,491	366,419	441,010	471,661
Operations & Supplies					
100-20-5479	Operations & Supplies	4,000	4,000	4,000	4,000
100-20-5204	Dispatch/Software Maint Agreements	6,758	6,758	5,399	5,267
100-20-5145	Computer Maintenance / Software	15,000	15,000	15,000	18,000
100-20-5084	Vehicle Maintenance	8,000	8,000	8,000	8,000
100-20-5647	Small Equipt/Repair	2,500	2,500	2,500	2,500
100-20-5205	DCSO Support Contract	500	500	500	500
100-20-5264	Fuel Supplies	11,000	11,000	11,000	8,000
100-20-5726	Uniform / Apparel	3,500	3,500	3,500	3,500
Total Operations & Supplies		51,258	51,258	49,899	49,767
Other					
100-20-5717	Training & Travel	1,000	1,000	1,000	1,000
100-20-5208	Dues and Memberships	1,000	1,000	1,000	1,000
100-20-5128	Utilities - Cellular Phones and Air Cards	4,200	4,200	4,200	4,800
100-20-5172	DPS - Investigations	2,000	2,000	2,000	2,000
Total Other		8,200	8,200	8,200	8,800
Total Expenditures - Police Department		363,949	425,877	499,109	530,228
Court - 30					



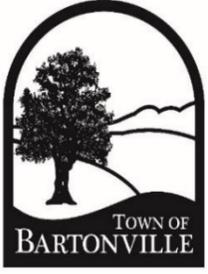
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Account Description		Amended FY 2017-18	Amended FY 2018-19	Adopted FY 2019-20	Proposed FY 2020-21
100-30-5015	Court Clerk Wages	0	17,000	19,500	19,500
100-30-5020	TMRS - Retirement	0	2,616	3,054	3,054
100-30-5023	Payroll Tax	0	1,057	1,093	1,093
100-30-5421	Municipal Court Expenses	0	6,000	6,000	6,600
Total Expenditures - Court			26,673	29,646	30,247
Transfers - 90					
100-90-5714	Transfer to Reserve Fund	20,000	0	0	0
	Transfer to CIP Fund	5,000	0	0	0
100-90-5713	Transfer to Street Fund	288,252	452,908	0	0
100-90-5722	Transfer to I&S Fund	341,332	100,000	357,466	359,561
100-90-5721	Transfer to Equipment/Vehicle Replacement Fund	16,400	16,400	16,400	16,400
100-90-5720	Transfer to Economic Development Grant (Lantana Town Center) Fund	185,000	145,000	200,000	200,000
Total Expenditures - Transfers		855,984	714,308	573,866	575,961
TOTAL GENERAL FUND EXPENDITURES		1,799,489	1,704,137	1,657,935	1,697,649
Reserve Fund - 150					
RESERVE FUND BALANCE		284,805	306,538	310,000	314,755
RESERVE FUND REVENUE					
150-4250	Interest Income	2,100	2,700	4,000	3,000
150-4940	Transfer from General Fund	20,000	0	0	0
TOTAL RESERVE FUND REVENUE		22,100	2,700	4,000	3,000
WASTEWATER FUND EXPENSES					
150-10-5791	Transfer to General Fund	0	0	0	0
TOTAL RESERVE FUND EXPENSES		0	0	0	0
Wastewater Fund - 160					
WASTEWATER FUND BALANCE		7,500	7,500	7,500	12,103
WASTEWATER FUND REVENUE					
160-4940	BTC Treatment Income	32,000	32,000	32,000	32,000
160-4935	Other Income - Repair/Utilities	0	0	0	0
160-4735	Overhead Expense	1,500	1,500	1,500	1,500
160-4250	Interest Income	30	30	30	30
TOTAL WASTEWATER FUND REVENUE		33,530	33,530	33,530	33,530
WASTEWATER FUND EXPENSES					
160-10-5791	Treatment UTRWD	32,000	32,000	32,000	32,000
160-10-5790	Utilities	688	688	688	688
160-10-5789	Repair/Maintenance	100	100	100	100
TOTAL WASTEWATER FUND EXPENSES		32,788	32,788	32,788	32,788
Street Maintenance Fund - 170					
STREET MAINTENANCE FUND BALANCE		600,000	145,000	145,000	569,297
STREET MAINTENANCE FUND REVENUE					
170-4925	FM ILA	150,000	150,000	150,000	150,000
170-4250	Interest Income	200	17,200	15,000	7,500
170-4745	CIP Fund Transfer	50,000	0	0	0
170-4740	General Fund Transfer	288,252	452,908	0	0
170-4100	5 Year Tax Note		1,440,000	0	0
170-4055	General Sales Tax - Streets Fund	175,000	255,000	225,000	225,000
TOTAL STREET MAINTENANCE FUND REVENUE		663,452	2,315,108	390,000	382,500
STREET MAINTENANCE FUND EXPENDITURES					
170-40-5875	15/16 Projects (Dove Creek Culvert/Misc Patch/Slurry Seal)				
	W. Jeter Reconstruction Project (late 2015)	0	0	0	0
170-40-5230	Engineering	0	170,000	50,000	80,000
170-40-5877	Annual Maintenance (Spot Repair/Crack Seal/Culvert Replacement)	60,000	110,000	75,000	80,000
170-40-5880	20 Year Street Maint Plan	525,780	585,000	0	0
170-40-5879	2019 Streets Project		635,000	805,000	0
170-90-5722	Transfer to I&S for Tax Notes	0	500,000	300,000	0
TOTAL STREET MAINTENANCE FUND EXPENDITURES		585,780	1,365,000	1,230,000	160,000
Economic Development Liability (Lantana Town Center) Fund - 180					
ED GRANT FUND BALANCE		7,500	7,500	7,500	42,217
ED GRANT FUND REVENUE					
180-4999	Transfer from General Fund	185,000	145,000	200,000	200,000
TOTAL ED LIABILITY FUND REVENUE		185,000	145,000	200,000	200,000
ED GRANT FUND EXPENSES					
180-11-5225	Sales Tax Grant	75,000	105,000	115,000	115,000
180-11-5281	Ad Valorem Grant	65,000	70,000	85,000	85,000
TOTAL ED LIABILITY FUND EXPENSES		140,000	175,000	200,000	200,000



Per the 380 Agreement (Lantana Town Center) the Town is required to pay grants to the Developer each year in an amount equal to a certain percentage of the Town's sales tax and property tax revenues. For FY 2020-21 the amount is estimated at \$200,000 which is listed under the General Fund Transfers.

Account Description		Amended FY 2017-18	Amended FY 2018-19	Adopted FY 2019-20	Proposed FY 2020-21
Interest & Sinking Fund - 200					
I&S FUND BALANCE		231,000	116,747	1,377,466	1,130,965
I&S FUND REVENUE					
200-4741	Transfer from Street Fund	0	500,000	300,000	0
200-4740	Transfer from General Fund	288,252	100,000	357,466	359,561
200-4250	Interest Income	0	0	5,000	2,500
TOTAL I&S FUND REVENUE		288,252	600,000	662,466	362,061
I&S FUND EXPENSES					
200-10-5702	Tax Note Payment	116,332	114,253	434,721	318,440
TOTAL I&S FUND EXPENSES		116,332	114,253	434,721	318,440
Court Security Fund - 210					
COURT SECURITY FUND BALANCE		2,603	2,600	2,600	4,280
COURT SECURITY FUND REVENUE					
210-4158	Court Security Fee	1,000	1,000	1,000	1,000
TOTAL COURT SECURITY FUND REVENUE		1,000	1,000	1,000	1,000
COURT SECURITY FUND EXPENDITURES					
210-30-5422	Court Building Security	625	625	625	625
220-30-6010	Municipal Court Security	100	375	375	375
TOTAL COURT SECURITY FUND EXPENDITURES		725	1,000	1,000	1,000
Court Technology Fund - 220					
COURT TECHNOLOGY FUND BALANCE		4,985	4,100	4,100	1,579
COURT TECHNOLOGY FUND REVENUE					
220-4159	Court Technology Fee	1,500	1,700	1,700	1,700
TOTAL COURT TECHNOLOGY FUND REVENUE		1,500	1,700	1,700	1,700
COURT TECHNOLOGY FUND EXPENDITURES					
220-30-5147	Court Computer Software	200	2,400	2,400	2,600
220-30-6010	Court Computer Hardware	1,800	0	0	0
TOTAL COURT TECHNOLOGY FUND EXPENDITURES		2,000	2,400	2,400	2,600
Capital Improvement Fund - 300					
CAPITAL PROJECTS FUND BALANCE		62,835	57,835	52,835	56,390
CAPITAL PROJECTS FUND REVENUE					
	Transfer from GF - Town Hall Project	0	0	0	0
	CIP Interlocal Agreement	0	0	0	0
300-4250	Interest Income	100	100	1,000	500
TOTAL CAPITAL PROJECTS FUND REVENUE		100	100	1,000	500
CAPITAL PROJECTS FUND EXPENDITURES					
	Office Furniture	0	0	0	0
	96 McMakin Plat and Appraisal	0	0	0	0
300-10-6005	Town Hall Remodel	0	0	0	0
300-10-5404	Town Hall Equipment		5,000	5,000	5,000
	Transfer to Street Fund	50,000	0	0	0
TOTAL CAPITAL PROJECTS FUND EXPENDITURES		50,000	5,000	5,000	5,000
Vehicle & Equipment Replacement Fund - 301					
VEHICLE/EQUIPMENT REPLACEMENT FUND BALANCE		13,439	28,039	44,000	40,058
VEHICLE EQUIPMENT/REPLACEMENT FUND REVENUE					
	Transfer from General Fund (Ins. Claim)	0	0	0	0
301-4740	Equipment Replacement Fund (Computers)	2,400	2,400	2,400	2,400
301-4740	Vehicle Replacement Fund - Revenue	14,000	14,000	14,000	14,000
	Transfer from Crime Control District	23,000	0	0	0
301-4705	Sale of Vehicle #1	0	0	0	0
TOTAL VEHICLE REPLACEMENT FUND REVENUE		39,400	16,400	16,400	16,400
VEHICLE REPLACEMENT FUND EXPENDITURES					
301-10-5752	Equipment Replacement (Computer)	1,800	1,800	1,800	1,800
301-20-5752	Vehicle Replacement Expense & Annual Computer Replacement	47,000	0	0	1,800
TOTAL VEHICLE REPLACEMENT FUND EXPENDITURES		48,800	1,800	1,800	3,600
COVID-19 Fund - 500					
COVID-19 FUND BALANCE					68,539
COVID-19 FUND REVENUE					
COVID-19 FUND EXPENDITURES					
	Legal Services/Communication/Enforcement of public health orders				8,000
	PPE Supplies/Equipment				2,500



Per the 380 Agreement (Lantana Town Center) the Town is required to pay grants to the Developer each year in an amount equal to a certain percentage of the Town's sales tax and property tax revenues. For FY 2020-21 the amount is estimated at \$200,000 which is listed under the General Fund Transfers.

Account Description	Amended FY 2017-18	Amended FY 2018-19	Adopted FY 2019-20	Proposed FY 2020-21
Disinfection Supplies/Equipment				3,900
Equipment/Software Remote Public Meetings Public Safety				3,500
COVID-19 Signs/Equipment Public Safety				1,500
Police Salaries				10,000
Equip/Software for Exec Staff Telecommute				4,073
COVID Leave				14,850
Business Marketing Advertising & Sm. Bus Grants				20,216
COVID-19 FUND EXPENDITURES				68,539



TOWN COUNCIL AGENDA ITEM NO. 17

REGULAR ITEM

DATE: September 15, 2019

FROM: Tammy Dixon, Town Secretary

ITEM: Discuss and consider approval of an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.192940 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Bartonville as of January 1, 2020; and adopting the 2020 tax rolls.

SUMMARY:

Per Texas State Laws, the Town is required to publish notice concerning the 2020 property tax rates for the Town of Bartonville regarding the no-new-revenue tax rate and the voter-approval tax rate and notice of the public meeting.

The proposed tax rate of \$0.192940 is not greater than the no-new-revenue tax rate. This means that the Town is not proposing to increase property taxes for the 2020 tax year. The proposed tax rate is also not greater than the voter-approval tax rate. As a result, the Town is not required to hold an election to seek voter approval of the rate. However, citizens may still express their support for or opposition to the proposed tax rate.

PROPOSED TAX RATE	\$0.192940 per \$100
NO-NEW-REVENUE TAX RATE	\$0.197697 per \$100
VOTER-APPROVAL TAX RATE	\$0.215439 per \$100

The proposed rate of \$0.192940 per assessed valuation is the same as the last eleven fiscal years.

The property tax rolls are not yet certified. The Denton County Appraisal District will provide certified property values by September 15, 2020.

This ordinance apportions the tax levy for the purpose of defraying the current expenses of the General Fund; provides for the collection and payment of taxes, and assesses penalties and interest for the nonpayment of taxes within the time set.

Once the tax rate is approved, the Town will be able to calculate its 2020 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses.

LEGAL REVIEW:

N/A

ATTACHMENTS:

- Tax Notice
- Truth-In Taxation Information
- Draft Ordinance

RECOMMENDATION: I move to approve an ordinance fixing and levying municipal ad valorem taxes for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.192940 per \$100 assessed valuation, a rate which is not greater than the no-new revenue rate or the voter-approval rate, on all taxable property within the corporate limits of the Town of Bartonville as of January 1, 2020; and adopting the 2020 tax rolls.

Statements required in notice if the proposed tax rate does not exceed the lower of the no-new-revenue tax rate or the voter-approval tax rate, as prescribed by Tax Code §26.061.

NOTICE OF MEETING TO VOTE ON TAX RATE

A tax rate of \$0.192940 per \$100 valuation has been proposed by the governing body of TOWN OF BARTONVILLE .

PROPOSED TAX RATE	\$0.192940 per \$100
NO-NEW-REVENUE TAX RATE	\$0.197697 per \$100
VOTER-APPROVAL TAX RATE	\$0.215439 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for TOWN OF BARTONVILLE from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval rate is the highest tax rate that TOWN OF BARTONVILLE may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is not greater than the no-new-revenue tax rate. This means that TOWN OF BARTONVILLE is not proposing to increase property taxes for the 2020 tax year.

A PUBLIC MEETING ON THE PROPOSED TAX RATE WILL BE HELD ON September 15, 2020 at 7:00 PM at Bartonville Town Hall 1941 E Jeter Rd, Bartonville, TX.

The proposed tax rate is also not greater than the voter-approval tax rate. As a result, TOWN OF BARTONVILLE is not required to hold an election to seek voter approval of the rate. However, you may express your support for or opposition to the proposed tax rate by contacting Town Council of TOWN OF BARTONVILLE at their offices or by attending the public meeting mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

(List names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences.)

FOR the proposal:	Jeff Taylor-Mayor Pro Tem, Jaelyn Carrington-Councilmember, Clay Sams-Councilmember, Bridget Melson-Councilmember, Josh Phillips-Councilmember
AGAINST the proposal:	None
PRESENT and not voting:	None
ABSENT:	None

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by TOWN OF BARTONVILLE last year to the taxes proposed to be imposed on the average residence homestead by TOWN OF BARTONVILLE this year.

	2019	2020	Change
Total tax rate (per \$100 of value)	\$0.192940	\$0.192940	0% increase
Average homestead taxable value	\$587,309	\$653,660	11% increase
Tax on average homestead	\$1,133	\$1,261	11% increase
Total tax levy on all properties	\$697,463	\$721,598	3% increase

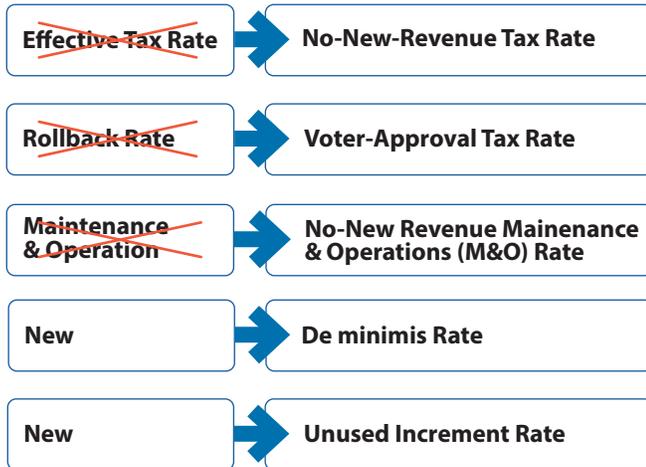
For assistance with tax calculations, please contact the tax assessor for TOWN OF BARTONVILLE at 940-349-3500 or tnt@dentoncounty.com, or visit tax.dentoncounty.com.

Introducing a New TNT (Truth-In Taxation)

New Terminology and Calculations

Senate Bill 2, 86th Legislative Session made several significant changes to the truth-in-taxation process.

Below is new terminology and calculations from this legislation.



Under S.B.2, the calculation now looks like this:

(1) "NO-NEW-REVENUE TAX RATE"

means a rate expressed in dollars per \$100 of taxable value calculated to the following formula:

$$\text{NO-NEW-REVENUE} = \frac{(\text{LAST YEAR'S LEVY} - \text{LOST PROPERTY LEVY})}{(\text{CURRENT TOTAL VALUE} - \text{NEW PROPERTY VALUE})}$$

(2) "VOTER-APPROVAL TAX RATE"

means a rate expressed in dollars per \$100 of taxable value calculated to one of the following applicable formulas:

(A) For a special taxing unit:

$$\text{VOTER-APPROVAL TAX RATE} = (\text{NO-NEW REVENUE M\&O RATE} \times 1.08) + \text{CURRENT DEBT}$$

(B) For a taxing unit other than a special taxing unit:

$$\text{VOTER-APPROVAL TAX RATE} = (\text{NO-NEW-REVENUE M\&O RATE} \times 1.035) + \text{CURRENT DEBT RATE} + \text{UNUSED INCREMENT RATE}$$

What adopted tax rates trigger an election or petition?

ADOPTED TAX RATE IS:

BELOW voter-approval tax rate	No election required
ABOVE voter-approval tax rate but BELOW de minimis rate	Voters may petition for an election
ABOVE voter-approval tax rate; Taxing unit does not calculate a de minimis rate	Election required
ABOVE voter-approval tax rate and ABOVE the de minimis rate	Election required

Revenue Threshold in Voter-approval Tax Rate

(or threshold over which voters must approve tax increases)

Taxing Unit	Voter-Approval Tax-Rate	Effective Date
Cities / Counties	3.5%	Jan. 1, 2020
Special Taxing Units*	8%	No Change
School Districts	2.5%	Sept. 1, 2020

*Hospitals, Junior Colleges and Special Districts with M&O tax rate of 2.5 cents or less

Where can I find more information?

Information is typically obtained from the resources below, but may be different for your organization.

What information is available from my appraisal district?

1. Certified taxable values
2. Property value under protest
3. New real property and improvement value
4. Value of property lost
5. Captured appraisal values for tax increment financing (TIFs)
6. Property known, but not certified
7. Property with tax ceiling

What information is available from my governing body?

1. Debt information
2. Unencumbered fund balance
3. TIF payments
4. Amount if transferring a function
5. Sales tax spent for no-new-revenue maintenance and operations
6. Enhanced indigent health care information
7. Criminal justice mandate information

What information is available from Texas Comptroller of Public Accounts?

1. Railroad rolling stock value
2. Sales tax information (if applicable)

What information is available from collectors?

1. Refund information
2. Excess collections

Terms and Definitions

No-new-revenue tax rate

(Last year's levy minus lost property levy) divided by (current total value minus new property value).

Voter-approval tax rate for a special taxing unit

Voter-approval tax rate equals (no-new-revenue maintenance and operations tax rate times 1.08) plus current debt rate.

Voter-approval tax rate for a taxing unit other than a special taxing unit

(No-new-revenue maintenance and operations tax rate times 1.035) plus current debt plus unused increment rate.

No-new-revenue maintenance and operations rate

(Last year's levy minus last year's debt minus last year's junior college levy) divided by (current total value minus new property value).

De minimis rate

The rate is equal to the sum of:

- (A) a taxing unit's no-new-revenue maintenance and operations rate;
- (B) the rate that when applied to a taxing current total value, will impose an amount of taxes equal to \$500,000, and
- (C) a taxing unit's current debt rate.

Unused increment rate

A taxing unit that did not use all of its revenue growth may bank that unused growth as long as the taxing unit averaged below 3.5 percent of the voter-approval rate over three years. For the 2020 tax year, the unused increment rate is zero.

For more information, visit our website:
comptroller.texas.gov/taxes/property-tax

Texas Comptroller of Public Accounts
Publication #98-1080
May 2020

Truth-in-taxation requires most taxing units to calculate two, and in some cases, three tax rates after receiving a certified appraisal roll from the chief appraiser. The rates are the no-new-revenue tax rate, the voter approval tax rate and the de minimis tax rate. The type of taxing unit determines which truth-in-taxation steps apply.

No-New-Revenue Tax Rate

The no-new-revenue tax rate is a calculated rate that would provide the taxing unit with about the same amount of revenue it received in the year before on properties taxed in both years. If property values rise, the no-new-revenue tax rate goes down and vice versa.

Although the actual calculation can become more complicated, a taxing unit's no-new-revenue tax rate is a calculated rate generally equal to the last year's taxes divided by the current taxable value of properties that were also on the tax roll last year. The resulting tax rate, used for comparison only, shows the relation between the last year's revenue and the current year's values.

Voter Approval Tax Rate

The voter approval tax rate is a calculated maximum rate allowed by law without voter approval. A taxing unit's voter approval tax rate is a calculated rate that divides the overall property taxes into two categories - M&O and debt service, also called interest and sinking.

With the exception of school districts, the voter approval tax rate provides the taxing unit with about the same amount of tax revenue it spent the previous year for day-to-day operations, plus an extra three and a half percent increase for those operations, and sufficient funds to pay debts in the coming year.

School districts calculations were revised as a result of the 86th Legislature passage of HB 3. The voter approval rate is set at two and a half percent. It is essential that school districts consult the Texas State Comptroller and the Texas Education Agency or their Regional Education Service Center for guidance in calculating their tax rates.

For all taxing units, the debt service portion of the voter approval tax rate is the current year's debt payments divided by the current year's property values. The debt service rate may rise as high as necessary to cover debt expenses.

De minimis Tax Rate

New for the 2020 tax year is a third calculation for taxing units with a population of 30,000 or less and is not a school district, water district or special taxing unit. This is a tax rate that is equal to the total of the no-new-revenue M&O rate, plus a rate when applied to the taxing unit's current total value, will create a levy of \$500,000, plus the current debt rate. This tax rate is not utilized by all taxing units.

There are several scenarios that govern the maximum rate a taxing unit may adopt. Generally, if a taxing unit adopts a tax rate that exceeds the voter approval rate but is less than the De minimis

rate, the voters in the taxing unit may circulate a petition calling for an election to limit the size of the tax increase. If a taxing unit adopts a tax rate that exceeds the voter approval rate and the De minimis rate, an automatic election must be held.

Please click on the link below for more information.

<http://www.window.state.tx.us/taxinfo/proptax/tnt/>

To find more information about a specific taxing unit's tax rate calculations, please visit www.dentoncountytaxes.org

You can also contact our office for information by emailing us at Property.Tax@dentoncounty.com or calling us at 940-349-3500.

Physical Address: 1505 E. McKinney Street Denton, TX 76209

TOWN OF BARTONVILLE, TEXAS

ORDINANCE NO. ____-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF \$0.192940 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2020; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2020 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council hereby finds that the tax rate for the fiscal year beginning October 1, 2020, and ending September 30, 2021, hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the Town Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021; and

WHEREAS, pursuant to Section 26.061 of the Texas Tax Code, the Town Council published all required notices regarding the public meeting concerning the proposed tax rate and all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time; and

WHEREAS, the Town Council provided notice of the no-new revenue rate and voter approval rate as required by law; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual determinations of the Town of Bartonville and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

There be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, and for each fiscal year thereafter until otherwise provided, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Bartonville, Texas, and not exempt by the Constitution of the State and valid state laws, a tax rate of \$0.192940 on each One Hundred Dollars (\$100) assessed value of all taxable property within the Town, which shall be apportioned and distributed for the purpose of defraying the current expenses of the municipal government of the Town.

The property tax rate adopted does not exceed the no-new revenue rate and does not exceed the voter-approval rate.

SECTION 3

All ad valorem taxes shall become due and payable on October 1, 2020, and all ad valorem taxes shall become delinquent after January 31, 2021. There shall be no discount for payment of taxes prior to said January 31, 2021. If any person fails to pay said ad valorem taxes on or before January 31, 2020, the following penalties shall be payable thereon, to-wit:

- During the month of February 2021, six percent (6%)
- During the month of March 2021, seven percent (7%)
- During the month of April 2021, eight percent (8%)
- During the month of May 2021, nine percent (9%)
- During the month of June 2021, ten percent (10%)
- On or after July 1, 2021, twelve percent (12%)

SECTION 4

Taxes shall be payable at the offices of the Denton County Tax Office. The Town shall have available all rights and remedies provided by law for enforcement of the collection of taxes levied under this Ordinance.

SECTION 5

All delinquent taxes shall bear interest at the rate of twelve percent (12%) per annum, in addition to the penalties.

SECTION 6

The Town Council hereby accepts the 2020 tax rolls of the Town of Bartonville, Texas, based upon the certified appraisal roll and roll under protest as approved by the Appraisal Review Boards of the Denton Central Appraisal District, to be used for the authorized collection of ad valorem taxes for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021.

SECTION 7

Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2020 taxes and taxes for all subsequent years become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount of twenty percent (20%) of the total amount of tax, penalty and interest then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2021.

SECTION 8

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the Town further provides that all 2020 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

SECTION 9

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION 10

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and, the Town Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 11

The fact that it is necessary that this Ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning on October 1, 2020, and ending on September 30, 2021, requires that this Ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, BY A VOTE OF _____ TO _____ ON THIS 15th DAY OF SEPTEMBER 2020.

APPROVED:

Bill Scherer, Mayor

ATTEST:

Tammy Dixon, TOWN SECRETARY