

**TOWN OF BARTONVILLE, TEXAS  
RESOLUTION NO. 2025-06**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, APPROVING A PERFORMANCE AGREEMENT BY AND BETWEEN THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION, AND BARTONVILLE STORE, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO PROVIDE A GRANT FOR PROMOTIONAL PURPOSES SUPPORTING FOR ECONOMIC DEVELOPMENT PURPOSES, AUTHORIZED PURSUANT TO SECTION 505.103 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

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

**WHEREAS**, BCDC has approved a project and Performance Agreement attached hereto as **Exhibit A** with Bartonville Store, LLC, a Texas Limited Liability Company, for financial assistance for the promotional marketing activity to market existing businesses in the Town of Bartonville, including advertisement in the Lifestyle magazine, Bartonville, Texas; and

**WHEREAS**, the Town Council of the Town of Bartonville, Texas finds and determines that the expenditure as specified in the Performance Agreement, attached hereto as **Exhibit A**, is a valid promotional expenditure within the budgetary limitations required by Section 505.103 and will promote existing as well as new or expanded business development, as required by Chapter 505 of the Texas Local Government Code.

**WHEREAS**, the Town Council has determined that approval of the Performance Agreement is beneficial to economic development within the Town and should therefore be adopted.

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

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

**SECTION 2.** That the Town Council of the Town of Bartonville, Texas finds and determines that the Performance Agreement, attached hereto as **Exhibit A**, is a valid promotional expenditure within the budgetary limitations required by Section 505.103 and will promote existing as well as new or expanded business development, as required by Chapter 505 of the Texas Local Government Code.



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

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

**PASSED AND APPROVED** by the Town Council of the Town of Bartonville, Texas, on this the 15th day of July 2025.

**APPROVED:**

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Jaclyn Carrington,  
Mayor

**ATTEST:**

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Shannon Montgomery, TRMC  
Town Secretary



***Exhibit A***  
***Performance Agreement***

DRAFT



## PERFORMANCE AGREEMENT

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

**WHEREAS**, the BCDC is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 505.103 of the Texas Local Government Code, provides that the BCDC may spend no more than ten percent (10%) of its corporate revenues for promotional purposes; and

**WHEREAS**, Company has applied to BCDC for financial assistance necessary for marketing activity to market the Town of Bartonville, Texas, including advertisement in the Lifestyle magazine; and

**WHEREAS**, the BCDC’s Board of Directors have determined the financial assistance to be provided to Company is consistent with Section 505.103 of the Texas Local Government Code.

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

### **SECTION 1. FINDINGS INCORPORATED.**

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

### **SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2025**, unless terminated sooner under the provisions hereof.

### **SECTION 3. DEFINITIONS.**

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

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.



- (c) **BCDC.** The term “BCDC” means the Bartonville Community Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 1941 East Jeter Road, Bartonville, Texas 76226.
- (d) **Company.** The word “Company” means Bartonville Store, LLC, a Texas limited liability company, whose address for the purposes of this Agreement is 96 McMakin Road, Suite 6, Bartonville, Texas 76226.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Company and the BCDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Qualified Expenditures.** The words “Qualified Expenditures” mean those expenditures consisting of marketing activity to market the Company and existing businesses within the Town of Bartonville, Texas, including advertisement in the Lifestyle magazine, and those expenditures which are consistent with Section 505.103 of the Act.
- (h) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE COVENANTS OF COMPANY.**

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

- (a) **Qualified Expenditures.** Company covenants and agrees to engage in marketing and promotion activities for the promotion of Company and existing businesses in the Town of Bartonville, and to submit to the BCDC paid invoices, paid receipts, or other paid documentation of the Qualified Expenditures in a form acceptable to the BCDC prior to any reimbursement. Company covenants and agrees to provide to the BCDC said paid invoices, paid receipts, or other paid documentation by **December 31, 2025**.
- (b) **Performance Conditions.** Company agrees to make, execute and deliver to BCDC such other promissory notes, instruments, documents and other agreements as BCDC or its attorneys may reasonably request to evidence this Agreement.
- (c) **Performance.** Company agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Company and BCDC.

#### **SECTION 5. AFFIRMATIVE COVENANTS OF BCDC.**

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



- (a) **Financial Assistance for Qualified Expenditures.** BCDC covenants and agrees to submit reimbursement to the Company for Qualified Expenditures made by the Company pursuant to Section 4(a) of this Agreement in an amount not to exceed the lesser of **Nine Thousand and No/100 Dollars (\$9,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation of Qualified Expenditures submitted by the Company to BCDC within thirty (30) days of receipt of said documentation.
- (b) **Performance.** BCDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Company and BCDC.

## **SECTION 6. CESSATION OF ADVANCES.**

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

## **SECTION 7. EVENTS OF DEFAULT.**

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

- (a) **General Event of Default.** Failure of Company or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Company or BCDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Company and BCDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to BCDC by or on behalf of Company under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Company's insolvency, appointment of receiver for any part of Company's property, any assignment for the benefit of creditors of Company, any type of creditor workout for Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company is an Event of Default.

## **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

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



period, the amounts provided by the BCDC to Company pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Company to the BCDC.

## **SECTION 9. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Company warrants and represents that the individual or individuals executing this Agreement on behalf of Company has full authority to execute this Agreement and bind Company to the same. BCDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to BCDC:

Bartonville Community Development Corporation  
1941 East Jeter Road  
Bartonville, Texas 76226  
Attn: Shannon Montgomery, Town Secretary  
Telephone: (817) 693-5280



if to Company:

Bartonville Store, LLC  
96 McMakin Road, Suite 6  
Bartonville, Texas 76226  
Attn: Tim House, Managing Member  
Telephone: (214) 773-7441

- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**[The Remainder of this Page Intentionally Left Blank]**



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

**BCDC:**

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

By: \_\_\_\_\_  
Randy Van Alstine, Chair

Date Signed: \_\_\_\_\_

**COMPANY:**

**BARTONVILLE STORE, LLC,**  
a Texas limited liability company,

By: \_\_\_\_\_  
Tim House, Managing Member

Date Signed: \_\_\_\_\_