



TOWN COUNCIL REGULAR MEETING AGENDA

September 15, 2026 at 6:30 PM

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

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE

C. PRESENTATION

1. Mayor's Outstanding Service Award.

D. PUBLIC PARTICIPATION

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

E. APPOINTED REPRESENTATIVE/LIAISON REPORTS

Council will receive and discuss the following reports:

1. Denton County Emergency Services District #1.
2. Police Department – August 2026 Statistics/Activities.
3. Administration – August 2026 Reports: Financial, Animal Control and Code Enforcement, Engineering, Municipal Court, Permit, and Board Member Attendance.

F. CONSENT AGENDA

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

1. Consider approval of the September 1, 2026 Special Meeting Minutes.
2. Consider approval of a Resolution approving a negotiated settlement between Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the Company's 2026 Rate Review Mechanism Filing.
3. Consider an Interlocal Agreement between the Town of Bartonville and TML Multistate Intergovernmental Employee Benefits Pool, d/b/a Texas Health Benefits Pool for the purpose of providing certain benefits and related services for Town of Bartonville employees and their dependents; and authorize the Town Administrator to execute same on behalf of the Town.

4. Consider approval of a contractor services agreement with Texas Power Inspections, LLC for Building Inspection Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.
5. Consider approval of a contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.
6. Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.
7. Consider approval of a contractor services agreement with Bureau Veritas North America, Inc. for Health Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.
8. Consider approval of a Planning Services Agreement for Planning Consulting Services between the Town of Bartonville and Ad Terram Consulting, LLC beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.
9. Consider approval of a contractor services agreement with Analisa Griffith, RS/DS for On-Site Sewage Facilities (OSSF) Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.

G. PUBLIC HEARINGS AND REGULAR ITEMS

1. Conduct a Public Hearing to receive comments regarding the proposed property tax rate of **\$0.173646** per one hundred (\$100.00) dollars assessed valuation on taxable property within the corporate limits of the Town of Bartonville for Tax Year 2026.
2. Discuss and consider approval of an Ordinance approving and adopting the Town's budget for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027.**
3. Discuss and consider approval of an Ordinance approving the 2026 Certified Property Tax Values, levying taxes, and fixing and adopting the tax rate on all taxable property within the corporate limits of the Town at the rate of **\$0.173646** per one hundred (\$100.00) dollars of assessed valuation on taxable property; and providing an effective date.
4. Discuss and consider a Resolution acknowledging and ratifying that the adoption of the Fiscal Year 2026-2027 Annual Budget will require raising more revenue from property taxes than in the previous Fiscal Year and ratifying the property tax increase reflected in the budget; and providing an effective date.

H. FUTURE ITEMS

I. ADJOURNMENT

The Town Council reserves the right to recess into a closed meeting or executive session as authorized by Chapter 551 of the Texas Government Code, (the Texas Open Meetings Act) on any item posted on its open meeting agenda to seek legal advice pursuant to Texas Government Code Section 551.071, Consultation with Attorney 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.

**Taxpayer Impact Statement			
Property Tax Due on Median Valued Homestead			
2025 Rate vs 2026 Proposed Rate vs 2026 No New Revenue Rate			
	Rate per \$100 of Value	Median-Valued Homestead Property	Tax Due
2025 Adopted Rate	0.173646	\$915,396	\$1,589.55
2026 Proposed Rate	0.173646	\$960,247	\$1,667.43
2026 No New Revenue Rate	0.165054		\$1,584.93

CERTIFICATION

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

Shannon Montgomery

/s/ Shannon Montgomery, Town Secretary

Posted: Wednesday, September 9, 2026, prior to 4:00 pm.

Agenda Removed from Town of Bartonville Bulletin Board on: _____

By: _____, *Title:* _____



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Ricky Vaughan, Fire Chief, Denton County ESD No. 1

AGENDA ITEM: Denton County Emergency Services District #1 Monthly Report

SUMMARY:

Department Statistics/Activities

ATTACHMENTS:

- Monthly Report

Denton County ESD

No. 1 & No. 2

Monthly Report



Monthly Activity Report

August

2026



Denton County ESD No. 1 & No. 2

AUGUST 2026

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Municipality Volume	6
Response Times – 90 th Percentile and Average Response Times	7
Community Outreach Events & Fire Inspection Reports & Training Division	8



Denton County ESD No. 1 & No. 2

AUGUST 2026

DCESD1 Personnel

Operations

Battalion Chiefs	3
Officers - Captains	12
Apparatus Operators (Engineers)	12
Full-Time Firefighters (active)	42
Part-Time Employees (active)	9
Total Members	78

Fire Administration

Fire Chief	1
Assistant Chief	1
Division Chiefs	3
Assistant Fire Marshal	1
Administrative Assistant	1
Workforce Manager	1
Director of Communications & Public Outreach	1
IT - Specialist	1
Finance – Specialist	1
Total	11

Department Paid Total 89

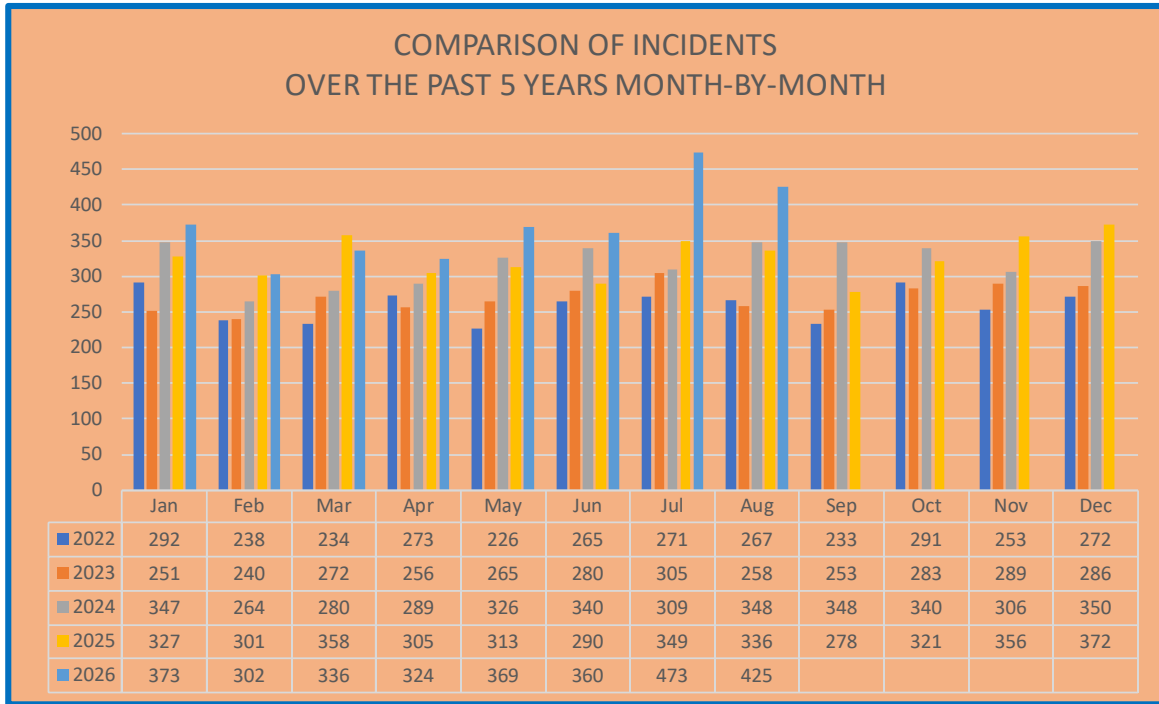
Sworn Staff	84
Civilians	5
Operational Volunteers	2
Department Total	91



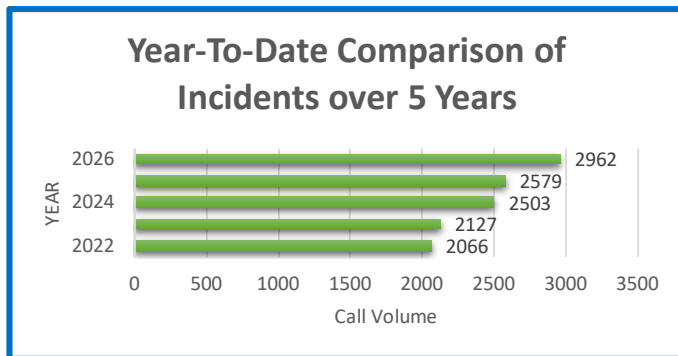
Denton County ESD No. 1 & No. 2

AUGUST 2026

DCESD Total Incident Count



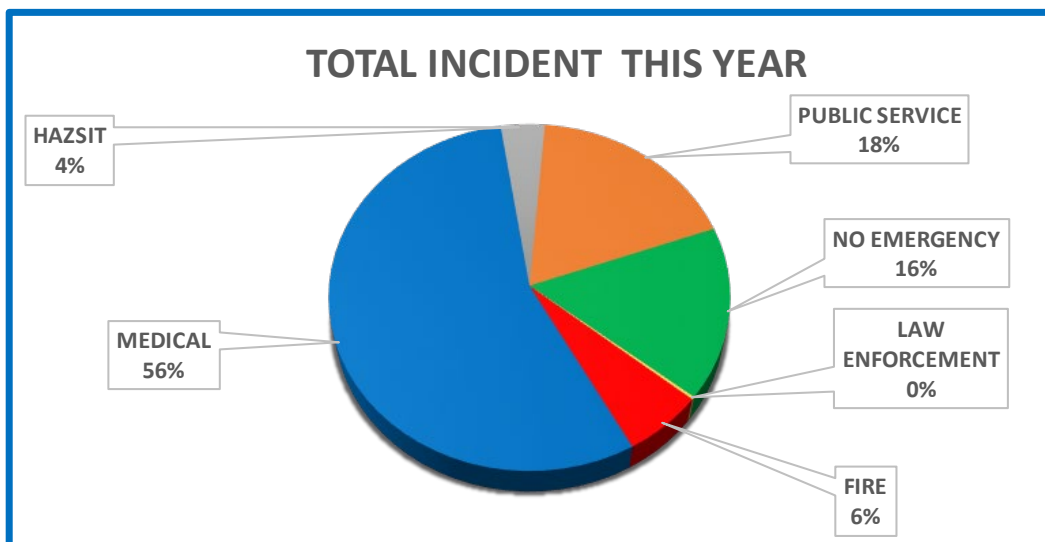
Year-to-Date Totals



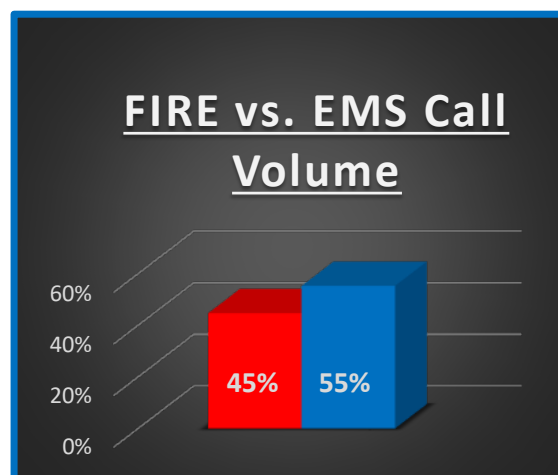
DCESD	YTD	YEAR END
2022	2066	3115
2023	2127	3238
2024	2503	3847
2025	2579	3906
2026	2962	TBD

**Denton County ESD No. 1 & No. 2**

AUGUST 2026

INCIDENT STATISTICS

PRIMARY INCIDENT TYPE	
FIRE	190
EMS	235
FIRE	26
MEDICAL	235
HAZSIT	16
RESCUE	2
PUBLIC SERVICE	77
NO EMERGENCY	68
LAW ENFORCEMENT	1

**Percentage of Overlapping Calls**

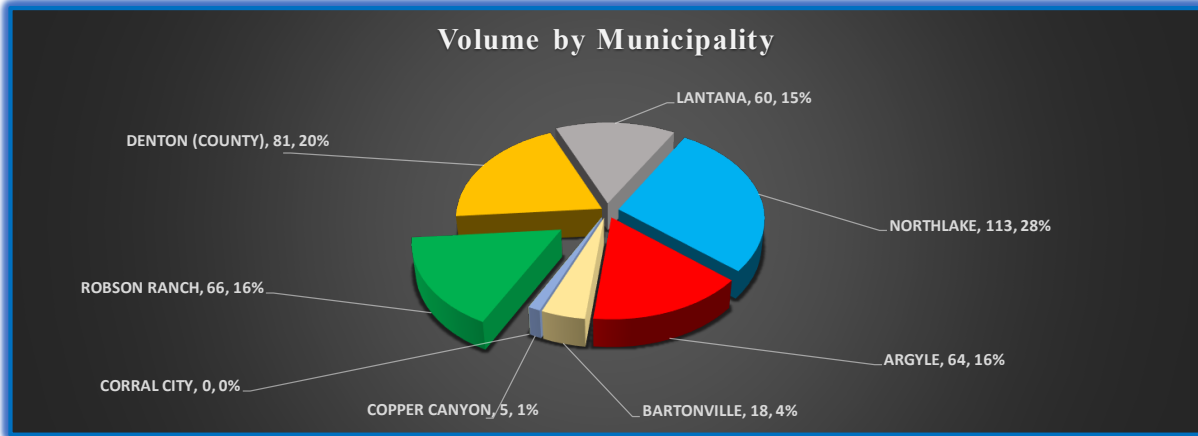
Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
246	58%
>3 Calls Overlapping	14%
>4 Calls Overlapping	4%
0 overlapping incidents warranted a mutual aid response due to unit availability	



Denton County ESD No. 1 & No. 2

AUGUST 2026

Municipality Call Volume Breakdown



NERIS INCIDENT GROUP TYPE									
	ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	Robson Ranch	DENTON COUNTY	MUTUAL AID
FIRE	8				8		4	6	
HAZSIT	2			4	7	1	2		
MEDICAL	38	12	3	30	62	31	51	8	
RESCUE					1		1		
PUBLIC SERVICE	2	1		15	20	27	9	3	
NO EMERGENCY	14	5	2	11	14	7	14	1	
LAW ENFORCEMENT					1				
2026 Municipality Totals	64	18	5	0	60	113	66	81	18

NERIS Breakdown

FIRE

Outsdie, Special, Structure, Transportation.

HAZSIT

Hazard Non-Chemical, Hazardous Materials, Overpressure, Investigation

MEDICAL

Illness, Injury, Other

RESCUE

Outside/Outdoor, Structure/Indoor, Transportation/Land

PUBLIC SERVICE

Citizen Assist, Alarms (Non-Medical), Disaster/Weather, Other

NO EMERGENCY

False Alarm, Good Intent, Cancelled

LAW ENFORCEMENT SUPPORT

**Denton County ESD No. 1 & No. 2**

AUGUST 2026

Incident Response Times**90th Percentile Assessment**

Lights and Sirens – 90 TH Percentile Time (Dispatch to Arrival)	
Overall Fire/EMS	9:53
Overall FIRE	10:03
Overall EMS	9:34

Internal Compliance Goal: Less than 8-minute response time from dispatch to first unit on arrival time. Assessment is performed by taking the total number of incidents where lights and sirens were utilized while responding to the incident.

NFPA 1710 Response Recommendations: Key performance objectives for...

FIRE Response: (bunker gear required)

1. Turnout time: < 80 seconds
(1 minute: 20 seconds)
2. First Unit on scene: < 240 seconds
(4 minutes)

EMS Response: (no bunker gear required)

1. Turnout time: < 60 seconds
(1 minute)
2. First Unit on scene: < 240 seconds
(4 minutes)

90th Percentile per Municipality						
ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	DENTON CO.
9:12	9:18	9:04	0:00	9:04	10:40	10:09

Average Response and Turnout Time Assessment

RESPONSE MODE	TOTAL FIRST ARRIVING UNITS	AVERAGE RESPONSE TIME (minutes)
Initial Lights and Sirens, Downgraded to No Lights or Sirens	0	0:00
Initial No Lights or Sirens, Upgraded to Lights and Sirens	0	0:00
Lights and Sirens	382	6:49
No Lights or Sirens	15	8:31

Average Response Time per Municipality						
ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	DENTON CO.
6:30	6:37	6:33	0:00	6:53	7:28	6:35

**Denton County ESD No. 1 & No. 2****AUGUST 2026****Public Education****Community Outreach Events**

Fire Station Tours	3
Public Education Events	8
Ride Along (EMS Students/Orientation)	51
Community CPR/STB Classes	4
- Total Students	137
Total Events	
(Tours, Pub Ed Events, CPR Classes)	15

Training Division

Total ISO Training Hours Logged / Month	2332.9
EMS Training Hours Logged / Month	445
FIRE Training Hours Logged / Month	1788.9
Administrative Training / Month	99

Fire Inspection Report

INSPECTION TYPE	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	YTD
Certificate of Occupancy (New Structure) (Total)		2	4			3	3	3	15
Compliant (Total)	5		11						16
Controlled Access (Total)					1	2			3
Foster Care (Total)	1						1		2
Annual (Total)				8	8	6	7	29	58
Construction - Hood System Final Acceptance (Total)	1		1	3	1		1	2	9
Fire Protection Commercial Sprinkler (Total)	4	2	9	10	8	9	7	9	58
Fire Protection- Fire Alarm (Total)	1	2	3	3	6	5	5	3	28
Fire Protection Inspection: Underground (Total)	9	2	6	14	5	12	5		53
Residential Sprinkler (Total)	6	12	21	17	10	17	10	12	105
Certificate Of Occupancy (Existing Structure) (Total)	1	3	5	6	8	1	5	6	35
Compliance/Code Check				5	3	4	7	4	23
Fire & Life Safety (Total)									0
Monthly Totals	28	23	60	66	50	59	51	68	405



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Jeff Ashabranner, Chief of Police

AGENDA ITEM: Police Department – Department Statistics/Activities

SUMMARY:

Department Statistics/Activities.

ATTACHMENTS:

- Monthly Report

Bartonville Police Department

August 2026 Monthly Report



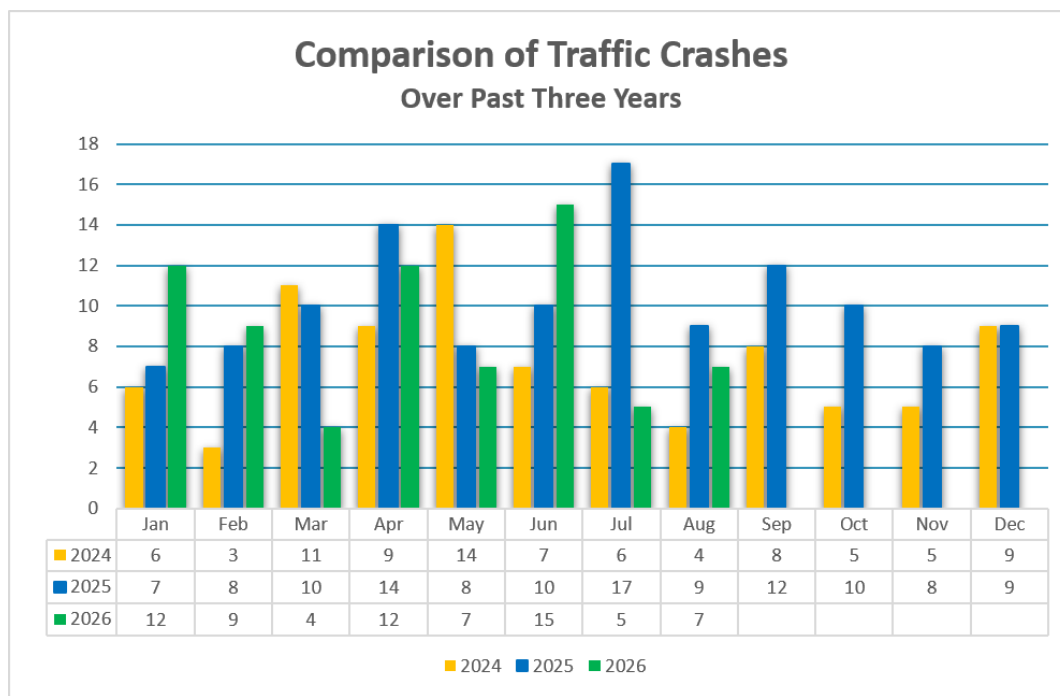
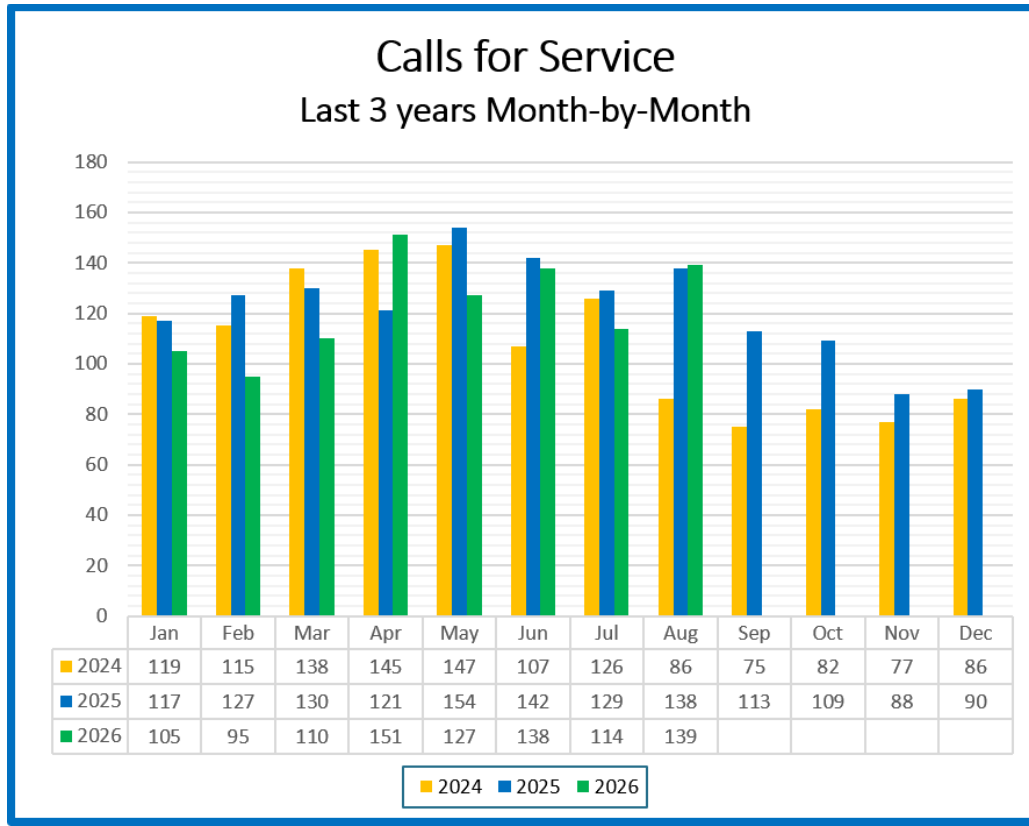
Bartonville Police Department**August 2026****Table of Contents**

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Uniformed Crime Reports/Officer initiated activity	5,6
Misc Information/Upcoming events	6

Bartonville Police Department

August 2026

Total Calls for Service



Bartonville Police Department

August 2026

Abandoned Vehicle	0
Agency Assist	7
Alarm- Commercial	26
Alarm- Residential	6
Animal Bite Report	0
Animal Complaint	3
Animal Cruelty	0
Assault	1
Auto Theft	0
Burglary	0
Cardiac Arrest	0
Citizen Assist	0
Civil Standby	0
Child Custody Issues	0
Criminal Mischief	0
Criminal Trespass	3
Deadly Conduct	0
Disorderly Conduct	0
Disturbance	1
Domestic Disturbance	5
Fight	0
Fire Investigation	0
Fireworks Complaint	0
Follow-up Investigation	13
Forgery/Fraud	1
Found Property	0
Gunshots Heard	1
Hang-up 911	5
Harassment	1
Illegal Dumping	0
Indecent Exposure	0
Intoxicated Person	2
Juvenile Complaint	0
Loose Livestock	2
Meet Complainant	15
Missing Person	0
Motorist Assist	4
Narcotics	0
Noise Complaint	0
Open Door Investigation	1
Ordinance Violation	4
Person with a Gun	0
Psych/Suicide Attempt	1
Reckless Driver	3
Road Blockage/Hazard	8
Robbery	0
Stabbing/Gunshot	0
Suspicious Person/Veh/Activity	9
TABC- Alcohol Violation	0
Terroristic Threat	1
Theft	2
Traffic Transport Incident (Accidents)	7
Vehicle Complaint	0
Warrant Service	0
Welfare Concern	7

Bartonville Police Department

August 2026

Uniformed Crime Reporting

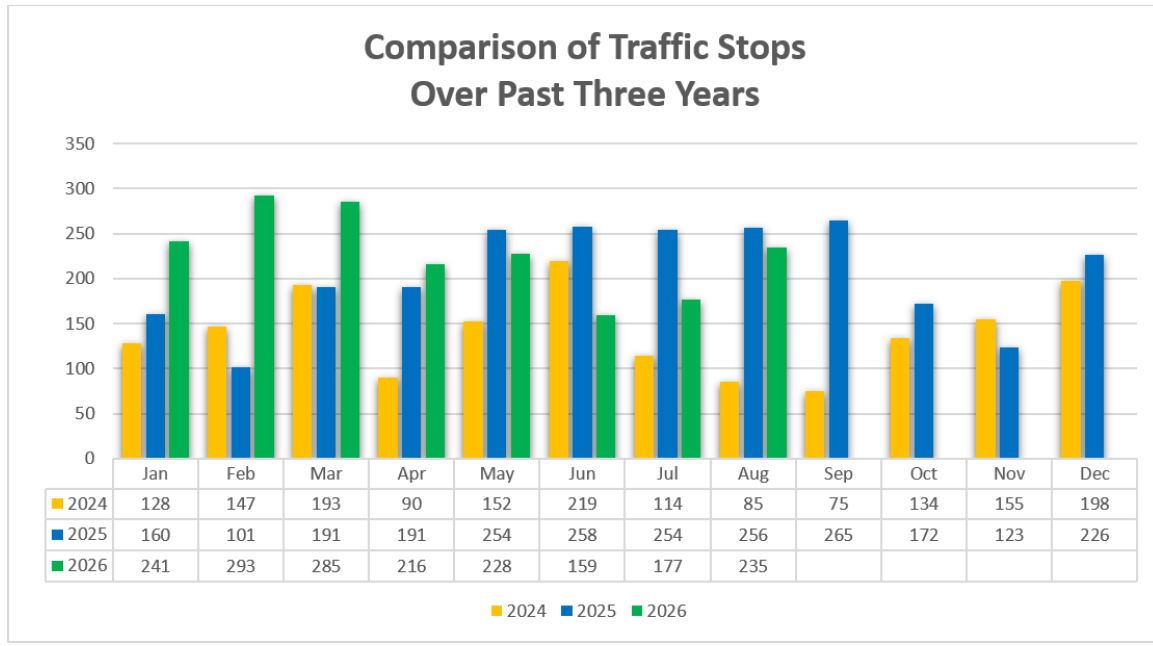
ACTIVITY UCR	Current Month August	Current Year 2026	Last Year 2025
PART 1 OFFENSES			
Homicide / Manslaughter	0	0	0
Sexual Assault	0	1	1
Robbery	0	0	1
Aggravated Assault	0	2	0
Burglary	0	0	3
Larceny	1	10	13
Motor Vehicle Theft	0	1	0
Human Trafficking	0	1	1
Arson	0	0	1
TOTAL PART I	1	15	20

Officer Initiated Activity

<u>Officer Activity by Type</u>	Total
Building Checks, Close Patrols	217
Traffic Complaints (Radar Enforcement)	53
Traffic Stops	235
Walk Thru (Business contacts)	9
Total	514

Bartonville Police Department

August 2026



Misc. Information/Upcoming Events

1. **Part I Crime Activity** — One theft reported this month from the Kroger.
2. **Crash data** – All crashes on FM 407.



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Administration – August 2026 Reports: Financial, Animal Control and Code Enforcement, Engineering, Municipal Court, Permit, and Board Member Attendance.

SUMMARY:

Monthly Reports August 2026

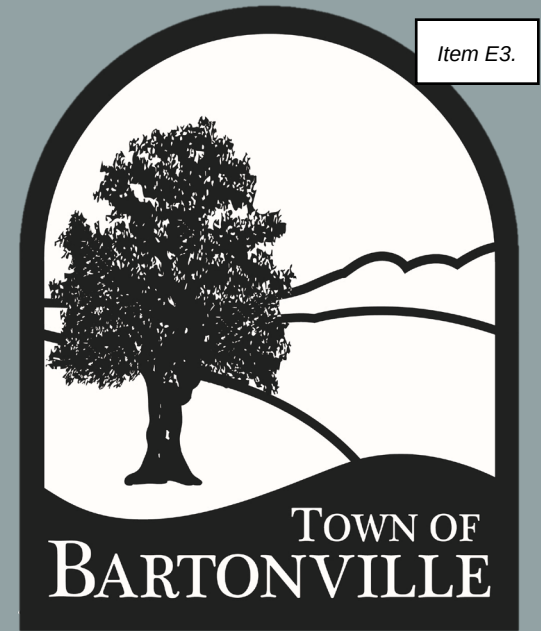
ATTACHMENTS:

- Monthly Financial Report
- Monthly Animal Control & Code Enforcement Report
- Monthly Engineering Report
- Monthly Municipal Court Report
- Monthly Permit Report
- Monthly Board Attendance Report

Town of Bartonville

Monthly Financial Report

Month Ending
August 2026



PRESENTED:
SEPTEMBER 15, 2026

RESERVE REVENUE

Category	AUGUST 2026 Revenue	Year to Date Revenue	Current Budget	Budget Remaining	% of Budget Remaining	Prior YTD Balance	Prior Year End Balance
Interest Earned	\$2,555	\$27,884	\$19,000	-\$8,884	-46.76%	\$24,523	\$26,998
Transfers In	\$0	\$183,645	\$0	\$0	0.00%	\$0	\$0
Total Revenue	\$2,555	\$211,528	\$19,000	-\$192,528	-1013.31%	\$24,523	\$26,998

RESERVE Bank Balance as of August 31, 2026: **\$862,616.86**

All General Fund Revenues

Category	AUGUST 2026 Revenue	Year to Date Revenue	Current Budget	Budget Remaining	% of Budget Remaining	Prior YTD Balance	Prior Year End Balance
Property Tax	\$7,359	\$1,360,223	\$1,200,000	-\$160,223	-13.35%	\$1,207,771	\$1,208,772
Sales Tax	\$128,897	\$1,000,564	\$890,000	-\$110,564	-12.42%	\$904,946	\$991,631
Franchise Fees	\$3,656	\$266,802	\$276,000	\$9,198	3.33%	\$26,374	\$267,207
<i>Administration Services</i>	\$0	\$400	\$0	-\$400	0.00%	\$0	\$0
<i>General Revenue</i>	\$0	\$468	\$0	-\$468	0.00%	\$20,763	\$37,835
<i>Child Safety Collected</i>	\$0	\$0	\$2,000	\$2,000	100.00%	\$2,098	\$0
<i>LOESE Training Funds</i>	\$0	\$442	\$1,000	\$558	55.77%	\$1,986	\$1,986
<i>Interest Earned</i>	\$10,921	\$106,620	\$115,000	\$8,380	7.29%	\$126,476	\$138,184
<i>Transfer In from CCPD</i>	\$30,000	\$30,000	\$30,000	\$0	0.00%	\$30,000	\$30,000
<i>Transfer in from BCDC</i>	\$20,000	\$20,000	\$20,000	\$0	0.00%	\$10,000	\$10,000
Total Other/Transfer	\$60,921	\$157,931	\$168,000	\$10,069	5.99%	\$191,324	\$218,005
Development Fees	\$2,940	\$28,298	\$10,000	-\$18,298	-182.98%	\$9,940	\$29,140
Permit Fees	\$74,311	\$255,013	\$180,450	-\$74,563	-41.32%	\$249,458	\$274,057
Municipal Court	\$6,038	\$108,441	\$100,000	-\$8,441	-8.44%	\$104,095	\$112,779
Total Revenue	\$284,122	\$3,177,272	\$2,824,450	-\$352,822	-12.49%	\$2,957,269	\$3,101,592

Sales Tax Collections



All General Fund Expenditures

Category	AUGUST 2026 Expenditures	Year to Date Expenditures	Current Budget	Budget Remaining	% of Budget Remaining	Prior YTD Balance	Prior Year End Balance
Administration	\$72,191	\$1,051,275	\$1,371,760	\$320,485	23.36%	\$950,938	\$1,083,716
Police	\$79,304	\$916,431	\$922,850	\$6,419	0.70%	\$826,110	\$910,575
Municipal Court	\$800	\$9,775	\$12,000	\$2,225	18.54%	\$8,800	\$9,600
Total Transferred to LTC Grant	\$35,180	\$178,895	\$265,000	\$86,105	32.49%	\$197,117	\$202,140
Total Expenses	\$187,475	\$2,156,376	\$2,571,610	\$415,234	16.15%	\$1,982,966	\$2,206,030

Expenditures by Department - Administration

Category	AUGUST 2026 Expenditures	Year to Date Expenditures	Current Budget	Budget Remaining	% of Budget Remaining	Prior YTD Balance	Prior Year End Balance
Salary & Benefits	\$39,966	\$522,329	\$642,825	\$120,496	18.74%	\$506,448	\$555,685
<i>Advertisements & Notices</i>	<i>\$87</i>	<i>\$1,797</i>	<i>\$5,500</i>	<i>\$3,703</i>	<i>67.33%</i>	<i>\$1,666</i>	<i>\$3,406</i>
<i>Banners & Signs</i>	<i>\$0</i>	<i>\$6,110</i>	<i>\$8,000</i>	<i>\$1,890</i>	<i>23.63%</i>	<i>\$2,352</i>	<i>\$2,352</i>
<i>Clean Up Day</i>	<i>\$400</i>	<i>\$10,421</i>	<i>\$10,800</i>	<i>\$379</i>	<i>3.51%</i>	<i>\$4,000</i>	<i>\$4,400</i>
<i>Dues & Memberships</i>	<i>\$129</i>	<i>\$1,631</i>	<i>\$5,000</i>	<i>\$3,369</i>	<i>67.39%</i>	<i>\$1,949</i>	<i>\$2,018</i>
<i>Election Expense</i>	<i>\$0</i>	<i>\$0</i>	<i>\$14,000</i>	<i>\$14,000</i>	<i>100.00%</i>	<i>\$245</i>	<i>\$245</i>
<i>Postage</i>	<i>\$295</i>	<i>\$2,399</i>	<i>\$3,500</i>	<i>\$1,101</i>	<i>31.46%</i>	<i>\$2,288</i>	<i>\$2,488</i>
<i>Publications & Subscriptions</i>	<i>\$0</i>	<i>\$472</i>	<i>\$1,500</i>	<i>\$1,028</i>	<i>68.52%</i>	<i>\$1,886</i>	<i>\$1,886</i>
<i>Special Events</i>	<i>\$1,907</i>	<i>\$13,486</i>	<i>\$15,000</i>	<i>\$1,514</i>	<i>10.09%</i>	<i>\$12,080</i>	<i>\$12,308</i>
<i>Meetings/Events</i>	<i>\$594</i>	<i>\$4,420</i>	<i>\$5,000</i>	<i>\$580</i>	<i>11.60%</i>	<i>\$2,429</i>	<i>\$2,788</i>
<i>Travel & Training</i>	<i>\$2,204</i>	<i>\$2,911</i>	<i>\$8,000</i>	<i>\$5,089</i>	<i>63.61%</i>	<i>\$2,512</i>	<i>\$2,582</i>
Total Other	\$5,617	\$43,647	\$76,300	\$32,653	42.80%	\$31,407	\$34,472
Contracted Services	\$24,225	\$283,455	\$437,950	\$154,495	35.28%	\$301,094	\$367,623
Fees & Service Charges	\$33	\$868	\$1,400	\$532	37.98%	\$1,713	\$1,170
Supplies	\$480	\$77,269	\$107,785	\$30,516	28.31%	\$58,597	\$64,718
Maintenance	\$1,870	\$53,970	\$55,500	\$1,530	2.76%	\$45,617	\$60,047
Capital Improvements	\$0	\$69,738	\$50,000	-\$19,738	-39.48%	\$6,063	\$0
Total Administration	\$72,191	\$1,051,275	\$1,371,760	\$320,485	23.36%	\$950,938	\$1,083,716

Expenditures by Department - Police

Category	AUGUST 2026 Expenditures	Year to Date Expenditures	Current Budget	Budget Remaining	% of Budget Remaining	Prior YTD Balance	Prior Year End Balance
Salary & Benefits	\$67,547	\$813,046	\$817,850	\$4,804	0.59%	\$753,698	\$820,507
Maintenance	\$50	\$36,027	\$38,800	\$2,773	7.15%	\$34,420	\$34,127
Contracted Services	\$7,783	\$18,077	\$12,200	-\$5,877	-48.17%	\$8,038	\$8,038
<i>Dues & Memberships</i>	\$85	\$1,021	\$2,000	\$979	48.95%	\$943	\$943
<i>Meetings & Events</i>	\$148	\$1,518	\$1,500	-\$18	-1.20%	\$1,395	\$1,557
<i>Travel & Training</i>	\$498	\$2,826	\$4,500	\$1,674	37.21%	\$2,369	\$2,369
Total Other	\$732	\$5,365	\$8,000	\$2,635	32.94%	\$4,706	\$4,868
<i>Fuel & Lubricants</i>	\$2,386	\$21,283	\$22,000	\$717	3.26%	\$18,071	\$22,653
<i>Operations & Supplies</i>	\$807	\$18,669	\$20,000	\$1,331	6.66%	\$7,141	\$18,837
<i>Uniforms</i>	\$0	\$3,964	\$4,000	\$36	0.89%	\$36	\$1,545
Total Supplies	\$3,193	\$43,916	\$46,000	\$2,084	4.53%	\$25,248	\$43,035
Total Police Department	\$79,304	\$916,431	\$922,850	\$6,419	0.70%	\$826,110	\$910,575

Call Type Summary:

Loose Animal (1)
Noise Nuisance (1)
Patrol (4)
Sick/injured Animal (1)
Wildlife (2)

Call

Address	Notes	Service / Type
8/16/2026 1202 Pecan Dr	Dispatched to collect injured stray cat from residence of concerned resident. RP lured cat into medium dog carrier and closed door. Upon arrival Cat had noticeably swollen jawline. Cat bolted out of carrier and ran away when transfer into more portable carrier was attempted. RP was informed to call again if she was able to contain cat again and her carrier would be used for transportation and returned.	Animal Control Sick/injured Animal
8/28/2026 2664 Fm 407	PD call out for Marty B's has a skunk inside the out door kitchen area. Upon arrival the skunk was located in area I could not safely remove with out it spraying. The area was packed with customers. We blocked the skunk from getting out and I we come back in the morning when the place is closed.	Animal Control Wildlife
8/29/2026 2664 Fm 407	Upon arrival the skunk was not longer at the location.	Animal Control Wildlife

8/27/2026
Highmeadow Dr

A small dog was reported loose on this road. I patrolled the area and did not locate any loose dogs.

Animal Control
Loose Animal

8/21/2026
1153 Gibbons Rd S

It was reported that the dogs at this location bark constantly all hours of the day and night. I attempted contact and left a doorhanger. No dogs were barking.

Animal Control
Noise Nuisance

Patrol

Address	Notes	Service / Type
8/28/2026	Patrolled the city for loose, stray, and deceased animals. Spoke to PD who stated they had nothing for us. Drove area 1204 Brasher the dogs are contained at this time. 9:00 AM - 10:00 AM Duration: 1 hours	Animal Control Patrol
8/21/2026	I patrolled Bartonville for loose, injured, or deceased animals. I checked in at PD with the Chief who reported no new issues at the time. 9:30 AM - 10:30 AM Duration: 1 hours	Animal Control Patrol
8/14/2026	I patrolled Bartonville for loose or deceased animals. I removed a deceased raccoon from McMakin. 12:30 PM - 1:30 PM Duration: 1 hours	Animal Control Patrol
8/7/2026	I patrolled Bartonville for loose or deceased animals. No issues today. 11:00 AM - 12:00 PM Duration: 1 hours	Animal Control Patrol



Westwood

Town of Bartonville Status Report

Date: September 8, 2026

Plat Review

- N/A

ROW Permits

- AT&T Fiber – Ongoing – McMakin, Jeter, Post Oak and Wolf Run
- Coserv – 2717 Kentucky Derby Drive
- Coserv – 605 Wiesen Way

Subdivision Construction

- N/A

Street Fund

- Jeter Phase 3 Construction – Underway – Culverts Completed; Road Base Work Completed; Paving Beginning Mid-Sept. Completion of Pavement should be in September.
- Misc. Asphalt Pavement Repair On-Call Contract – Completed - Contract Still Available

General Consultation

- Latigo Way – Drainage/Pavement Repair – Completed 7/28

Grading Plans Reviewed

- 1357 Saddlebrook
- 1109 Pitner Court
- 1309 Palomino

Town of Bartonville
Municipal Court Council Report
From 8/1/2026 to 8/31/2026

9/1/2026 11:11

Item E3.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
63	0	1	1	0	65

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Consol. Sec/Tech	Total
\$5,001.60	\$1,355.70	\$4,962.00	\$0.00	\$0.00	\$462.80	\$11,782.10

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
13	0	10	25	31	79

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
35	0	35	70

Permit Report

9/1/2026 8:24

Item E3.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
26-00415-01	CR Plumbing	1557 Latigo Hills Rd	Plumbing Permit	8/14/2026	\$2,916.42		\$130.00
26-00429-01	EPX Energy	1557 Latigo Hills Rd	Electrical Permit	8/19/2026	\$1,271.00		\$130.00
26-00420-01	LETGO Group DBA Living Earth		Truck Permit	8/17/2026			\$50.00
26-00391-01	5 Lane Construction and Development LLC	1028 Hat Creek Road	New Residential	8/31/2026	\$2,500,000.00	7781.00	\$15,987.00
26-00455-01	Edge Crew Construction	1357 Saddlebrook Ct	Addition/REmodel Permit (AC)	8/31/2026	\$950,000.00	8767.00	\$17,534.00
26-00448-01	Robertson Pools	952 Ridgewood Cir	Addition/REmodel (Non AC)	8/27/2026	\$10,000.00		\$2,000.00
26-00424-01	BW Custom Homes LLC	1317 Post Oak Ln	Culvert/Driveway	8/19/2026	\$10,000.00		\$375.00
26-00437-01	J-CM Services	879 E Jeter Rd	Fence Permit	8/21/2026	\$132,831.00		\$75.00
26-00444-01	The Landscape Wizard LLC	1020 Hat Creek Road	Flat Work	8/25/2026	\$20,000.00		\$150.00
26-00449-01	Robertson Pools	952 Ridgewood Circle	Pool/Spa (inground)	8/27/2026	\$77,000.00		\$650.00
26-00453-01	Homegrown irrigation	304 Wolf Run Rd	Sprinkler/Irrigation Permit	8/27/2026	\$1,500.00		\$110.00
26-00440-01	Baker Brothers Plumbing, Air, and Electric	1241 Kentucky Derby Dr	Mechanical Permit	8/24/2026	\$16,000.00		\$130.00
26-00423-01	Double D Drilling	774 W Jeter Rd	Water Well	8/18/2026	\$90,000.00		\$250.00
26-00313-01	Cobb Backhoe Service	1357 Saddlebrook Ct	OSSF Permit - Residential	8/31/2026			\$410.00
26-00308-01	Smallcakes Lantana	2660 FM 407 Unit 300	Food Establishment Permit	8/11/2026			\$300.00
26-00435-01	Abigail Villanueva		Manufactured Home	8/20/2026	\$155,000.00		\$560.00
26-00398-01	J-N Fence Company Inc.		Contractor Registration - General	8/3/2026			\$125.00
26-00389-01	Tillco Construction, Inc.	774 W Jeter Rd	Accessory Building	8/10/2026	\$300,000.00	7528.00	\$9,410.00
26-00430-01	CMS Mechanical Services		Contractor Registration - Mechanical	8/19/2026			\$0.00
26-00412-01	MB MGT LLC	2664 FM 407	Commercial Finish-Out	8/12/2026	\$20,000.00	180.00	\$452.00
26-00426-01	J&S Plumbing Services LLC		Contractor Registration - Plumbing	8/18/2026			\$0.00
26-00401-01	Mike Chandler Electric LLC		Contractor Registration - Electrical	8/4/2026			\$0.00
26-00452-01	Homegrown irrigation		Contractor Registration - Irrigation	8/27/2026			\$125.00
26-00309-01	Smallcakes Lantana	2660 FM 407 Unit 300	Commercial - Certificate of Occupancy	8/18/2026			\$325.00
26-00188-19	Embraced	96 McMakin Rd	Temporary Non-Food Permit	8/17/2026			\$35.00
26-00447-01	Christmas Air and Plumbing	975 Dyer Rd	Plumbing Permit	8/27/2026	\$6,664.67		\$260.00
26-00450-01	Baker Brothers Plumbing	1241 Kentucky Derby Dr	Plumbing Permit	8/28/2026	\$9,762.22		\$130.00
26-00400-01	CR Plumbing	1325 Saddlebrook Ct	Plumbing Permit	8/4/2026	\$9,792.16		\$130.00
26-00409-01	CR Plumbing	1557 Latigo Hills Rd	Plumbing Permit	8/7/2026	\$2,621.90		\$130.00
26-00425-02	Generator Supercenter of Denton	1242 Latigo Ln	Plumbing Permit	8/18/2026	\$18,411.00		\$130.00
26-00422-01	Baker Brothers Plumbing	1317 Saddlebrook Ct	Plumbing Permit	8/18/2026	\$7,000.00		\$260.00
26-00431-01	CMS Mechanical Services	200 Hidden Oaks Tr	Plumbing Permit	8/19/2026	\$7,000.00		\$260.00
26-00425-01	Generator Supercenter of Denton	1242 Latigo Ln	Electrical Permit	8/18/2026	\$18,411.00		\$130.00
26-00368-01	Kinfolk Homes	1502 Clydesdale Road	New Residential	8/10/2026		7484.00	\$15,363.00
26-00372-01	Sabre Luxury Homes	1126 Vera Court	New Residential	8/24/2026		9606.00	\$19,607.00
26-00404-01	JN Fence	1277 Kentucky Derby Drive	Fence Permit	8/6/2026			\$75.00
26-00436-01	J-CM Services	869 E Jeter Rd	Fence Permit	8/21/2026	\$66,466.00		\$75.00
26-00456-01	JN Fence	1209 Pitner Court	Fence Permit	8/31/2026			\$75.00
26-00408-01	Pulliam Pools	655 Porter Road	Pool/Spa (inground)	8/7/2026	\$115,544.00		\$650.00
26-00405-01	Land Care Management Services	1209 Pitner Court	Sprinkler/Irrigation Permit	8/6/2026	\$65,000.00		\$110.00
26-00364-01	Elite Pro Contractors	1031 Shiloh Cir	OSSF Permit - Residential	8/10/2026			\$410.00
26-00360-01	Greenhead Septic & Pumping LLC DBA Total Septic	1502 Clydesdale Road	OSSF Permit - Residential	8/10/2026			\$410.00
26-00417-01	Royal Flush Septic	1201 Pitner Court	OSSF Permit - Residential	8/17/2026	\$19,500.00		\$410.00
26-00390-01	Tillco Construction, Inc.	774 W Jeter Rd	OSSF Permit - Residential	8/10/2026			\$410.00
26-00419-01	Royal Flush Septic	1109 Pitner Court	OSSF Permit - Residential	8/17/2026	\$20,000.00		\$410.00
26-00438-01	Element Systems	824 Ginger's Way	OSSF Permit - Residential	8/27/2026			\$410.00
26-00399-01	Subway Sandwiches	2648 FM 407 Unit 100	Food Establishment Permit	8/10/2026			\$300.00
26-00459-01	Barkers Pump & Water Well Service, INC		Contractor Registration - General	8/31/2026			\$125.00

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
26-00403-01	Double D Drilling	801 Hat Creek Road	Contractor Registration - General	8/7/2026			\$125.00
26-00434-01	Robertson Pools		Contractor Registration - General	8/21/2026			\$125.00
26-00411-01	BW Custom Homes LLC		Contractor Registration - General	8/11/2026			\$125.00
26-00451-01	V Fine Homes		Contractor Registration - General	8/27/2026			\$125.00
26-00439-01	Integrity First Roofing & Construction LLC		Contractor Registration - General	8/21/2026			\$125.00
26-00427-01	Olio Builders LLC		Contractor Registration - General	8/20/2026			\$125.00
26-00406-01	Mollo Rather Custom Homes		Accessory Building	8/10/2026	\$25,000.00	600.00	\$955.00
26-00442-01	Veterans Mechanical		Contractor Registration - Mechanical	8/25/2026			\$0.00
26-00428-01	Texas Total Mechanical AC		Contractor Registration - Mechanical	8/19/2026			\$0.00
26-00407-01	A/C Rescue		Contractor Registration - Mechanical	8/6/2026			\$0.00
26-00410-01	Intown Plumbing		Contractor Registration - Plumbing	8/11/2026			\$0.00
26-00433-01	Water Works Plumbing		Contractor Registration - Plumbing	8/19/2026			\$0.00
26-00421-01	Baker Brothers Plumbing		Contractor Registration - Plumbing	8/18/2026			\$0.00
26-00413-01	Generator Supercenter of Denton		Contractor Registration - Plumbing	8/12/2026			\$0.00
26-00454-01	RCM Plumbing LLC		Contractor Registration - Plumbing	8/27/2026			\$0.00
26-00443-01	John Klassen LLC		Contractor Registration - Plumbing	8/24/2026			\$0.00
26-00416-01	EPX Energy		Contractor Registration - Electrical	8/14/2026			\$0.00
26-00414-01	Generator Supercenter of Denton		Contractor Registration - Electrical	8/12/2026			\$0.00
26-00458-01	Barto Electric		Contractor Registration - Electrical	8/31/2026			\$0.00
26-00457-01	Two Wolves Electric		Contractor Registration - Electrical	8/31/2026			\$0.00
26-00446-01	CLA Electric		Contractor Registration - Electrical	8/26/2026			\$0.00
26-00418-01	Nortex Electric LLC		Contractor Registration - Electrical	8/14/2026			\$0.00
26-00402-01	Caribb Electric		Contractor Registration - Electrical	8/5/2026			\$0.00
26-00432-01	AR Electric		Contractor Registration - Electrical	8/19/2026			\$0.00

FY2026 Boards and Commission Attendance Report

Item E3.

Oct 25 Nov 25 Dec 25 Jan 26 Feb 26 Mar 26 Apr 26 May 26 Jun 26 Jul 26 Aug 26 Sep 26

Board of Adjustment (BOA)													
Position	Term	Director											
Director	2024-2026	Donna Baumgarner (2014)	NO MEETING	P	E	NO MEETING	NO MEETING	P	NO MEETING	NO MEETING	NO MEETING	NO MEETING	P
Alternate #1	2024-2026	Heather Head (2023)		E	P			P					P
Chair	2024-2026	Kathy Daum (2003)		P	P			P					P
Alternate #2	2025-2027	Barbara Nunneley (2025)		E	E			P					P
Director	2025-2027	Del Knowler (2011)		P	P			E					P
Director	2025-2027	Vacant		P	P			P					
Director	2025-2027	Siobhan O'Brien (2022)		P	P			P					P

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

Oct 25 Nov 25 Dec 25 Jan 26 Feb 26 Mar 26 Apr 26 May 26 Jun 26 Jul 26 Aug 26 Sep 26

Planning & Zoning Commission (P&Z)													
Position	Term	Commissioner											
Commissioner	2024-2026	Brenda Hoyt-Stenovich (2014)	E	NO MEETING	P	NO MEETING	NO MEETING	NO MEETING	P	NO MEETING	P	NO MEETING	NO MEETING
Chair	2024-2026	Gloria McDonald (1998)	P		P				P		P		
Commissioner	2024-2026	Ralph Arment (1988)	P		P				E		E		
Alternate #1	2025-2026	Rick Lawrence (2023)	P		P				P		P		
Commissioner	2025-2027	Don Abernathy (2000)	P		P				P		P		
Vice Chair	2025-2027	Pat Adams (2022)	P		P				E		P		
Alternate #2	2025-2027	Rebecca Jenkins (2025)	P		P				P		P		

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

FY2026 Boards and Commission Attendance Report

Item E3.

Oct 25 Nov 25 Dec 25 Jan 26 Feb 26 Mar 26 Apr 26 May 26 Jun 26 Jul 26 Aug 26 Sep 26

Bartonville Community Development Corporation (BCDC)														
Position	Term	Director												
Chair	2024-2026	Brenda Latham (2021)	P	NO MEETING	P	NO MEETING	P	NO MEETING	E	NO MEETING	P	P	P	
Director	2024-2026	Laura Karbash - Smith (2025)	P		P		P		P		P	P	P	
Director	2024-2026	Laura Pittman (2025)	P		P		P		P		E	P	E	
Director	2024-2026	Scott Daum (2024)	A		P		P		P		P	E	P	
Director	2025-2027	Chad Carlson (2025)	P		P		P		P		P	P	P	
Director	2025-2027	Jan Deatherage (2025)	P		P		P		P		P	E	P	
Director	2025-2027	Vacant												

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

Oct 25 Nov 25 Dec 25 Jan 26 Feb 26 Mar 26 Apr 26 May 26 Jun 26 Jul 26 Aug 26 Sep 26

Crime Control and Prevention District (CCPD)														
Position	Term	Director												
Director	2024-2026	Vacant	P	NO MEETING	NO MEETING	CANCELLED	NO MEETING	A	NO MEETING	NO MEETING		NO MEETING	NO MEETING	
Vice Chair	2024-2026	Johnny Jones (2012)	P								P			
Director	2024-2026	Lori Van Alstine (2014)	P								P			
Director	2024-2026	Steve Weiss (2023)	P								P			
Director	2025-2027	Chris Colbert (2011)	P								P			
Director	2025-2027	Jarod Root (2024)	P								E			
Chair	2025-2027	Jeff Grubb (2011)	P					P			P			

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

FY2026 Boards and Commission Attendance Report

Item E3.

10/14 11/3 12/1 3/25 4/7 4/22 5/9 6/9 8/11

Special Events Committee (SEC)														
Position	Term	Committee Member												
Chair	2024-2026	Lori Van Alstine (2023)	P	P	P	P	P	P	P	P	P			
Vice Chair	2024-2026	Kathy Daum (2024)	P	P	P	E	P	P	P	P	P			
Member	2025-2027	CM Keith Crandall (2024)	P	P	P	P	P	P	P	P	P			
Member	2025-2027	CM Margie Arens (2023)	P	P	P	P	E	P	P	E	E			
Member	2024-2026	Donna Baumgarner (2024)	P	P	P	P	P	P	E	P	P			
Member	2024-2026	Randy Van Alstine	P	P	P	P	P	P	P	P	P			
Member	2025-2027	Stephanie Phillips	P	P	P	P	P	P	P	P	P			

P - Present

A - Absent

E - Excused - Staff Notified



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of the September 1, 2026 Special Meeting Minutes.

SUMMARY:

The Town Council held a Special Meeting on September 1, 2026.

RECOMMENDED MOTION OR ACTION:

Motion to approve the September 1, 2026 Special Meeting Minutes as presented.

ATTACHMENT:

- September 1, 2026 Special Meeting Minutes

THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE MET IN SPECIAL SESSION ON THE 1ST DAY OF SEPTEMBER 2026 AT THE TOWN OF BARTONVILLE TOWN HALL, LOCATED AT 1941 E JETER ROAD, BARTONVILLE, TEXAS WITH THE FOLLOWING COUNCIL MEMBERS PRESENT, CONSTITUTING A QUORUM:

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

Town Staff Present:

Kirk Riggs, Town Administrator
 Shannon Montgomery, Town Secretary

A. CALL BUDGET WORKSHOP TO ORDER @ 6:00 PM

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

1. Discussion of Proposed Budget for Fiscal Year 2026-2027 and all things related thereto.

Town Administrator Riggs provided an overview of the proposed budget and addressed questions from Council.

B. ADJOURN BUDGET WORKSHOP

Mayor Carrington adjourned the Budget Workshop at 6:08 pm.

C. CALL SPECIAL SESSION TO ORDER AT 6:30 PM

Mayor Carrington called the Special Session to order at 6:30 pm.

D. PLEDGE OF ALLEGIANCE

Mayor Carrington led the Pledge.

E. PUBLIC PARTICIPATION

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

There were no Public Participation.

F. CONSENT AGENDA

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

1. Consider approval of the August 18, 2026 Regular Meeting Minutes.

2. Consider approval of a Resolution designating the Denton Record Chronicle as the official newspaper of the Town of Bartonville for Fiscal Year 2026-2027.

Motion made by Council Member Chapman, seconded by Council Member Arens, to **APPROVE** Consent Agenda Items No. 1 – 2 as presented.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

G. PUBLIC HEARINGS AND REGULAR ITEMS

1. Conduct a Public Hearing to receive comment and to consider the proposed annual budget for the Town of Bartonville for Fiscal Year 2026-2027.**

Town Administrator Riggs provided a brief summary of the proposed Fiscal Year 2026-2027 Budget and addressed questions from Council.

Mayor Carrington opened the Public Hearing at 6:32 pm, and after recognizing there was no one present to speak, Mayor Carrington closed the Public Hearing at 6:33 pm.

Motion made by Council Member Crandall, seconded by Council Member Chapman, to direct Staff to prepare an ordinance adopting said budget for consideration at the September 15, 2026 regular meeting.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

2. Discuss and consider approval of Resolutions appointing members to the Board of Adjustment, Planning & Zoning Commission, Bartonville Community Development Corporation, Crime Control and Prevention District, and the Special Events Committee.

BOARD OF ADJUSTMENT

Motion made by Council Member Arens, seconded by Council Member Crandall, to **APPROVE** a Resolution appointing Donna Baumgarner and Kathy Daum as regular directors to the Board of Adjustment with terms expiring September 30, 2028, appointing Heather Head to the Alternate #1 position with a term expiring September 30, 2028, and appointing Brenda Latham to the unexpired term expiring September 30, 2027.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

PLANNING AND ZONING COMMISSION

Motion made by Council Member Chapman, seconded by Council Member Crandall, to **APPROVE** a Resolution appointing Gloria McDonald, Rebecca Jenkins, and Josh Phillips as regular Commissioners to the Planning and Zoning Commission with terms expiring September 30, 2028, and appointing Terry Greene as Alternate #1 with a term expiring September 30, 2028.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION

Motion made by Council Member Crandall, seconded by Council Member Chapman, to **APPROVE** a Resolution appointing Scott Daum, Laura Karbash-Smith, Laura Pittman, and Paul Anderson to the Bartonville Community Development Corporation with terms expiring September 30, 2028, and appointing Stephanie Phillips to the unexpired term expiring September 30, 2027.

VOTE ON THE MOTION

AYES: L Lawrence, Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 5-0

CRIME CONTROL AND PREVENTION DISTRICT

Motion made by Council Member Chapman, seconded by Council Member Crandall, to **APPROVE** a Resolution appointing Johnny Jones, Steven Weiss, and Heather Conover to the Crime Control and Prevention District with terms expiring September 30, 2028.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

SPECIAL EVENTS COMMITTEE

Motion made by Council Member Chapman, seconded by Council Member Crandall, to **APPROVE** a Resolution appointing Donna Baumgarner, Kathy Daum, Lori Van Alstine, and Randy Van Alstine to the Special Events Committee with terms expiring September 30, 2028.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

3. Discuss and consider the appointment of chairperson to the Board of Adjustment, Planning and Zoning Commission and Special Events Advisory Committee.

BOARD OF ADJUSTMENT

Motion made by Council Member Crandall, seconded by Council Member Chapman, to **APPOINT** Kathy Daum as Board of Adjustment Chairperson.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

PLANNING AND ZONING COMMISSION

Motion made by Council Member Sams, seconded by Council Member Arens, to **APPOINT** Gloria McDonald as Planning and Zoning Commission Chairperson.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

SPECIAL EVENTS COMMITTEE

Motion made by Council Member Chapman, seconded by Council Member Arens, to **APPOINT** Lori Van Alstine as Special Events Committee Chairperson.

VOTE ON THE MOTION

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

NAYS: None

VOTE: 5-0

H. FUTURE ITEMS

Discussion only, no action taken.

I. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 6:37 pm.

APPROVED this the 15th day of September 2026.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Consider approval of a Resolution approving a negotiated settlement between Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division regarding the Company's 2026 Rate Review Mechanism Filing.

Summary

The Council is being asked to approve a Resolution authorizing the Town's participation in a negotiated rate settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corporation, Mid-Tex Division — covering the Company's 2026 Rate Review Mechanism (RRM) filing. New rates take effect October 1, 2026, so action must be taken before that date.

Recommended Motion: Move to approve a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corporation, Mid-Tex Division, regarding the Company's 2026 Rate Review Mechanism Filing.

Key Facts at a Glance

Settlement Numbers	
Atmos original request	\$291.1 million system-wide
ACSC consultants' revised figure	\$253.4 million
Negotiated settlement amount	\$260.5 million ✓
Savings vs. Atmos request	Over \$30 million reduction
Effective date for new rates	October 1, 2026
Council action deadline	Before October 1, 2026

Impact on Residents & Businesses

The approved settlement will result in the following average monthly rate increases:

Monthly Bill Impact		
Customer Type	Monthly Increase	Percentage Increase
Residential (average)	+\$13.37/month	14.15%
Commercial (average)	+\$44.82/month	9.90%

How Our Rates Compare to Neighbors

After October 1, 2026, RRM cities (including Bartonville) will remain competitive with other Atmos Mid-Tex rate areas. The table below shows average monthly residential bills:

Rate Area	Avg. Monthly Bill	vs. RRM Cities
RRM Cities (us)	\$66.18	Baseline
DARR (Dallas)	\$66.07	\$0.11 less
ATM Cities (GRIP)	\$67.02	\$0.84 more
Environs (unincorporated)	\$66.07	\$0.11 less

Note: ATM Cities and Environs rates are as-filed. DARR uses a test year ending in September rather than December.

Why RRM Is Better Than GRIP

The RRM process has consistently protected ratepayers compared to the alternative GRIP (Gas Reliability Infrastructure Program) process:

RRM (Our Process) ✓	GRIP (Alternative) ✗
Comprehensive annual review of all revenues, expenses, and capital investment	Piecemeal ratemaking — only looks at capital investment increases, ignores savings
Cities can negotiate and reduce rate requests	Rates go into effect after administrative-only Railroad Commission review — cities cannot participate
City's legal and consulting expenses reimbursed by Atmos	No cost recovery for cities

What the Resolution Does

Approving this Resolution/Ordinance accomplishes the following:

- Approves all findings and adopts new RRM rate tariffs, determining the new rates are just, reasonable, and in the public interest.
- Preserves the City's right to challenge future costs associated with gas leaks.
- Finds existing rates unreasonable (legally required to establish new rates).
- Approves a benchmark for pension and retiree medical benefits to be used in future rate cases.
- Requires Atmos to reimburse the City for all expenses related to reviewing and approving this settlement.
- Repeals any conflicting prior resolutions or ordinances.
- Confirms the meeting complied with the Texas Open Meetings Act.
- Includes a savings clause protecting remaining provisions if any section is found invalid.
- Directs staff to send a signed copy to Atmos and ACSC legal counsel.

Staff Recommendation

The ACSC Executive Committee — composed of city employees from 18 member cities — unanimously urges all ACSC member cities to pass this Resolution before October 1, 2026. Town Administrator Kirk Riggs supports approval. The settlement at \$260.5 million represents a fair outcome that saves ratepayers more than \$30 million compared to Atmos' original request, and the RRM process continues to provide the Town with meaningful oversight and cost savings compared to GRIP.

Fiscal Impact: N/A

Attachments:

- Draft RES 2026-14 Atmos Mid-Tex 2026 RRM Settlement
- Attachment A – Tariffs
- Attachment B – Pension Benchmark
- RRM – Average Bill

**TOWN OF BARTONVILLE, TEXAS
RESOLUTION NO. 2026-14**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Bartonville, Texas (“Town”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2026, Atmos Mid-Tex filed its 2026 RRM rate request with ACSC Cities based on a test year ending December 31, 2026; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2026 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$260.5 million on a system-wide basis with an Effective Date of October 1, 2026; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment B); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of \$260.5 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2026 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$260.5 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment B, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2026 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the Town Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2026.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 15TH DAY OF SEPTEMBER 2026.

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 24.35 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 24.40 per month
Commodity Charge – All <u>Ccf</u>	\$ 1.03839 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 115.50 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 115.50 per month
Commodity Charge – All Ccf	\$ 0.27784 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.9582 per MMBtu
Next 3,500 MMBtu	\$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1505 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service

Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.9582 per MMBtu
Next 3,500 MMBtu	\$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1505 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest “midpoint” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” during such month, for the MMBtu of Customer’s monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer’s receipt quantities for the month.

Overpull Fee

Upon notification by Company of an event of interruption of Customer’s deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled “Daily Price Survey.”

Replacement Index

In the event the “midpoint” or “common” price for the Katy point listed in *Platts Gas Daily* in the table entitled “Daily Price Survey” is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company’s Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	SUR – SURCHARGES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	\$ (0.14)
Rate C – Commercial Sales	\$ (0.49)
Rate I – Industrial Sales	\$ (10.47)
Rate T – Transportation	\$ (10.47)

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	SUR – SURCHARGES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Unprotected Excess Deferred Income Tax Amortization

The allocated RRM Cities balance of the Unprotected portion of the Excess Deferred Income Taxes (“EDIT”) remaining after implementation of rates at October 1, 2026 shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer’s monthly bill for a one-month period. The refund amount by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	\$ (4.45)
Rate C – Commercial Sales	\$ (14.80)
Rate I – Industrial Sales	\$ (319.02)
Rate T – Transportation	\$ (319.02)

Maximum Allowable Operating Pressure (“MAOP”) Hydrostatic Testing Cost Recovery

The allocated RRM Cities balance of the MAOP Hydrostatic Testing Cost as of December 31, 2025 is to be recovered through a monthly rate. This monthly rate shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer’s monthly bill for approximately twelve (12) months or until all approved costs are recovered from the applicable customer classes. The monthly recovery rate by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	\$ 0.30
Rate C – Commercial Sales	\$ 0.98
Rate I – Industrial Sales	\$ 21.17
Rate T – Transportation	\$ 21.17

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2026	

Base Use/Heat Use Factors

<u>Weather Station</u>	<u>Residential</u>		<u>Commercial</u>	
	<u>Base use Ccf</u>	<u>Heat use Ccf/HDD</u>	<u>Base use Ccf</u>	<u>Heat use Ccf/HDD</u>
Abilene	9.78	0.1448	91.89	0.8018
Austin	9.07	0.1318	213.26	0.9418
Dallas	12.87	0.1937	192.49	1.1269
Waco	9.39	0.1261	159.17	0.8068
Wichita Falls	10.61	0.1364	133.65	0.6965

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXTariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATTACHMENT B

Resolution No. 2026-14

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**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2025**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2026 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 200,382	\$ (490,197)	\$ 951,536	\$ (3,288,240)	\$ 72,926	
2	Allocation Factor	46.66%	46.66%	87.00%	87.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 93,490	\$ (228,707)	\$ 827,882	\$ (2,860,928)	\$ 72,926	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 93,490	\$ (228,707)	\$ 827,882	\$ (2,860,928)	\$ 72,926	\$ (2,095,337)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	80.27%	80.27%	36.19%	36.19%	8.73%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 75,047		\$ 299,646			\$ 374,693
11	Total Post-Employment Benefit Plan		\$ (183,588)		\$ (1,035,492)		(1,219,080)
12	Total Supplemental Executive Benefit Plan					\$ 6,367	6,367
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 75,047	\$ (183,588)	\$ 299,646	\$ (1,035,492)	\$ 6,367	\$ (838,020)

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	<u>Rate R @ 40.7 Ccf</u>							
2	Base Rates:							
3	Customer Charge		\$ 23.65	\$ 24.35	\$ 23.65	\$ 24.35	\$ 0.70	
4	Consumption Charge (Ccf)	40.7	\$ 0.74748	\$ 1.03839	30.44	42.29	11.85	
5	Total Base Rates				\$ 54.09	\$ 66.64	\$ 12.55	23.20%
6								
7	Gas Cost:							
8	Rider GCR Part A (Ccf)	40.7	\$ 0.26375	\$ 0.26375	\$ 10.74	\$ 10.74	\$ -	
9	Rider GCR Part B (Ccf)	40.7	\$ 0.58642	\$ 0.58642	23.88	23.88	-	
10	Total Gas Cost				\$ 34.62	\$ 34.62	\$ -	0.00%
11								
12	Total Base with Gas Cost				\$ 88.71	\$ 101.26	\$ 12.55	
13	Rider FF & Rider TAX		0.06509	0.06509	5.77	6.59	0.82	14.15%
14								
15	Total Residential Average Bill				\$ 94.48	\$ 107.85	\$ 13.37	14.15%
16								
17	<u>Rate C @ 372.6 Ccf</u>							
18	Base Rates:							
19	Customer Charge		\$ 94.00	\$ 115.50	\$ 94.00	\$ 115.50	\$ 21.50	
20	Consumption Charge (Ccf)	372.6	\$ 0.22261	\$ 0.27784	82.95	103.53	20.58	
21	Total Base Rates				\$ 176.95	\$ 219.03	\$ 42.08	23.78%
22								
23	Gas Cost:							
24	Rider GCR Part A	372.6	\$ 0.26375	\$ 0.26375	\$ 98.28	\$ 98.28	\$ -	
25	Rider GCR Part B	372.6	\$ 0.40258	\$ 0.40258	150.02	150.02	-	
26	Total Gas Cost				\$ 248.30	\$ 248.30	\$ -	0.00%
27								
28	Total Base with Gas Cost				\$ 425.25	\$ 467.33	\$ 42.08	
29	Rider FF & Rider TAX		0.06509	0.06509	27.68	30.42	2.74	9.90%
30								
31	Total Commercial Average Bill				\$ 452.93	\$ 497.75	\$ 44.82	9.90%
32								

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Average Volumes	Current Rates	Proposed Rates	Current Average Bill	Proposed Average Bill	Amount Change	Percent Change
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
33	<u>Rate I at 1263 MMBTU</u>							
34	Base Rates:							
35	Customer Charge		\$1,848.75	\$ 2,304.50	\$ 1,848.75	\$ 2,304.50	\$ 455.75	
36	Block 1 - Consumption Charge (MMBtu)	1,263	\$ 0.7678	\$ 0.9582	969.87	1,210.38	240.51	
37	Block 2 - Consumption Charge (MMBtu)	-	\$ 0.5623	\$ 0.7018	-	-	-	
38	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1206	\$ 0.1505	-	-	-	
39	Total Base Rates	<u>1,263</u>			<u>\$ 2,818.62</u>	<u>\$ 3,514.88</u>	<u>\$ 696.26</u>	24.70%
40								
41	Gas Cost:							
42	Rider GCR Part A (MMBtu)	1,263	\$ 2.63750	\$ 2.63750	\$ 3,331.65	\$ 3,331.65	\$ -	
43	Rider GCR Part B (MMBtu)	1,263	\$ 0.90813	\$ 0.90813	1,147.13	1,147.13	-	
44	Total Gas Cost				<u>\$ 4,478.78</u>	<u>\$ 4,478.78</u>	<u>\$ -</u>	0.00%
45								
46	Total Base with Gas Cost				\$ 7,297.41	\$ 7,993.67	\$ 696.26	
47	Rider FF and Rider TAX		0.06509	0.06509	475.01	520.33	45.32	9.54%
48								
49	Total Industrial Average Bill				<u>\$ 7,772.42</u>	<u>\$ 8,514.00</u>	<u>\$ 741.58</u>	<u>9.54%</u>
50								
51	<u>Rate T at 4935 MMBTU</u>							
52	Base Rates:							
53	Customer Charge		\$1,848.75	\$ 2,304.50	\$ 1,848.75	\$ 2,304.50	\$ 455.75	
54	Block 1 - Consumption Charge (MMBtu)	1,500	\$ 0.7678	\$ 0.9582	1,151.70	1,437.30	285.60	
55	Block 2 - Consumption Charge (MMBtu)	3,435	\$ 0.5623	\$ 0.7018	1,931.41	2,410.57	479.16	
56	Block 3 - Consumption Charge (MMBtu)	-	\$ 0.1206	\$ 0.1505	-	-	-	
57	Total Base Rates	<u>4,935</u>			<u>\$ 4,931.86</u>	<u>\$ 6,152.37</u>	<u>\$ 1,220.51</u>	24.75%
58								
59	Gas Cost:							
60	Rider GCR Part B (MMBtu)	4,935	\$ 0.90813	\$ 0.90813	\$ 4,481.46	\$ 4,481.46	\$ -	
61	Total Gas Cost				<u>\$ 4,481.46</u>	<u>\$ 4,481.46</u>	<u>\$ -</u>	0.00%
62								
63	Total Base with Gas Cost				\$ 9,413.33	\$ 10,633.84	\$ 1,220.51	
64	Rider FF and Rider TAX		0.06509	0.06509	612.74	692.19	79.45	12.97%
65								
66	Total Transportation Average Bill				<u>\$ 10,026.07</u>	<u>\$ 11,326.02</u>	<u>\$ 1,299.96</u>	<u>12.97%</u>



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Consider an Interlocal Agreement between the Town of Bartonville and TML Multistate Intergovernmental Employee Benefits Pool, d/b/a Texas Health Benefits Pool for the purpose of providing certain benefits and related services for Town of Bartonville employees and their dependents; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

To manage rising healthcare costs and continue providing quality employee benefits, staff recommends joining the Texas Health Benefits Pool (TXHB). Membership requires approval of the attached Interlocal Agreement, which establishes the Town's participation in the pool, outlines administrative responsibilities, and sets the terms for benefit plan selection, contributions, and withdrawal. The initial term is October 1, 2026, through September 30, 2027, with annual renewals thereafter.

Term and Other Provisions – The initial term is October 1, 2026, through September 30, 2027, and may be renewed annually. Amendments must be in writing and approved by both parties. Electronic signatures are valid and binding.

FISCAL INFORMATION:

The Town's cost will be based on the benefit plans selected and the employer contributions identified in the applicable Schedule of Benefits.

RECOMMENDED MOTION OR ACTION:

Motion to approve the Interlocal Agreement between the Town of Bartonville and TML Multistate Intergovernmental Employee Benefits Pool, doing business as Texas Health Benefits Pool, to provide employee health benefits and related services to eligible Town employees and their dependents; and authorize the Town Administrator to execute the agreement on behalf of the Town.

ATTACHMENTS:

- Interlocal Agreement

Interlocal Agreement



Risk Participating Member (Pool)

Texas Health Benefits Pool
Austin, Texas

INTERLOCAL AGREEMENT
(RISK PARTICIPATING MEMBER)

WHEREAS, the TML Multistate Intergovernmental Employee Benefits Pool, d/b/a TX Health Benefits Pool, hereinafter referred to as TXHB, is a legal governmental entity created by Political Subdivisions of the State of Texas and governed by a Board of Trustees; and

WHEREAS, the undersigned Employer Member represents that (1) it is (a) a Political Subdivision of the State of Texas or of its state of domicile, (b) an Affiliated Service Contractor (as defined by Section 172.003, Texas Local Government Code) of a Political Subdivision of this state or of its state of domicile, or (c) an Economic Development Corporation organized under Subtitle C1, Title 12, Texas Local Government Code; (2) it is qualified under the interlocal cooperation law of the Employer Member's domiciliary state to enter into this Interlocal Agreement; and (3) its governing body has acted by majority vote, at a duly called and posted public meeting, to authorize the Employer Member to participate in this Interlocal Agreement; and

WHEREAS, the undersigned Employer Member has examined all the facts and issues it deems relevant and determined that it is in the best interest of the Employer Member, its Employees, officials, and retirees and their dependents to enter into this Interlocal Agreement and to obtain one or more life, sick, accident, and other health benefits, as well as the related services, by becoming a member of TXHB; and

WHEREAS, TXHB represents that it is a Local Government qualified to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, the undersigned Employer Member, together with other Employer Members executing identical or substantially similar Interlocal Agreements, enters into this Interlocal Agreement for the purpose of providing certain benefits and related services for their Employees, officials, and retirees and their dependents. The benefits will be provided under the authority of the laws of the State of Texas including the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Texas Local Government Code), the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and the Texas Trust Code (Title 9, Subtitle B, Texas Property Code). The Employer Member hereby designates TXHB as its instrumentality to administer the business and supervise the performance of the Interlocal Agreement and the operation of the Risk Pool. All money transferred by the Employer Member to TXHB under this Interlocal Agreement, together with any other property which may become subject to this Interlocal Agreement, will be held in trust by the Board of Trustees of TXHB for the benefit of the Employees, officials, and retirees and their dependents of the Employer Members. The conditions of membership in TXHB are agreed upon by and between the parties as set forth hereinafter.

1. When used in this Interlocal Agreement, the capitalized terms shall have the meanings specified in this paragraph unless the context clearly requires otherwise:

"Board of Trustees" or "Board" or "Trustees" means the trustees selected pursuant to the Trust Agreement Establishing TXHB to supervise the operation of the Pool.

"Covered Participant" means a person who is eligible for coverage and who has enrolled in a Plan.

"Employee" means a person who works at least 20 hours a week for an Employer Member.

"Employer Member" means a Political Subdivision, Affiliated Service Contractor, or Economic

Development Corporation member of TXHB that has executed the Interlocal Agreement.

"Interlocal Agreement" or "this Agreement" means this Risk Participating Member Interlocal Agreement.

"Plan" or "Plans" mean TXHB benefit plan(s) selected and adopted by the Employer Member.

"Political Subdivision" means (a) any legal entity included within the definition of "political subdivision" in Chapter 172, Texas Local Government Code or otherwise qualified as a political subdivision under Texas Law or (b) a political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Schedule of Benefits" means the document outlining the Plan benefits and contribution level of the Employer Member.

"TXHB" means the TML Multistate Intergovernmental Employee Benefits Pool, d/b/a TX Health Benefits Pool.

"Local Government" means any legal entity included within the definition of "local government" in Chapter 791, Texas Government Code including any political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Affiliated Service Contractor" means an entity described by Section 172.003(1) of the Texas Local Government Code.

"Economic Development Corporation" means a corporation organized under Subtitle C1, Title 12, Texas Local Government Code.

"Fund Contact" means the individual of department head rank or higher who is designated by the Employer Member to be the point of contact for all interaction with TXHB.

2. The Employer Member agrees to be bound by this Interlocal Agreement, the Trust Agreement Establishing the TXHB and all amendments thereto, and the Policies and Procedures established by the TXHB which collectively establish the conditions for membership in TXHB.
3. The Employer Member will adopt one or more of the TXHB Plans and make the payments and contributions set forth in the Schedule of Benefits. The payments required to be made by the Employer Member shall be made at Austin, Travis County, Texas. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by Texas law on the balance of any payment or contribution not paid when due. All such payments and contributions shall be available for payment of eligible benefits and administrative expenses for all participating Employer Members. Supplemental benefits, including but not limited to dental, vision, life, Medicare Supplement and Long and Short Term Disability will not be offered separately from medical benefits.
4. Except as may be otherwise specified in the TXHB Trust Agreement Establishing TXHB, as amended, this Interlocal Agreement may be terminated by either the Employer Member or TXHB upon 30 days written notice which will become effective on the first day of the month following the receipt of the 30 day notice by the party receiving the notice. Contributions are earned when paid. Withdrawing Employer Members are not entitled to a refund of contributions. The TXHB may terminate this Interlocal Agreement for non-payment of a payment or contribution immediately upon delinquency as determined by the TXHB Policies and Procedures. In the event of a disagreement between an Employer Member and TXHB regarding non-payment of a payment or contribution, the Employer Member may appeal to the Board. The decision of the Board on appeal is final.

TXHB may also terminate this Interlocal Agreement if the Employer Member fails to cooperate with claims agents or attorneys representing TXHB or if the Employer Member takes any other action detrimental to TXHB's ability to carry out its purposes in an efficient manner.

5. Every Employer Member shall furnish all the information TXHB deems necessary and useful for the purposes of this Interlocal Agreement and shall abide by the Policies and Procedures adopted for the administration of the benefits plans. TXHB may amend the Policies and Procedures and Trust Agreement Establishing the TXHB at anytime to the extent it deems advisable. TXHB may employ and contract with a third party administrator.
6. TXHB may purchase excess loss coverage or reinsurance as provided in Chapter 172, Texas Local Government Code, and all Employer Members are subject to the terms and conditions of any such excess loss coverage or reinsurance agreement.
7. Each Employer Member will designate and appoint a person of department head rank or above to be the Employer Member's Fund Contact with TXHB and agrees that TXHB shall not be required to contact or provide notices to any other person. Further, any notice to or agreement by an Employer Member's Fund Contact with respect to services or claims hereunder shall be binding on the Employer Member. The Employer Member reserves the right to change the Fund Contact from time to time by giving written notice to TXHB.
8. The Employer Member hereby appoints TXHB as its agent to act in all matters pertaining to the processing and handling of claims and agrees to cooperate fully and provide all information necessary. All decisions on individual claims shall be made by TXHB or by its contracted third party administrator.
9. TXHB shall be audited annually by an independent certified public accountant, and the audit shall be filed as required by the laws of the State of Texas (including, but not limited to Chapter 172 of the Texas Local Government Code) or as may be required by the Employer Member's domiciliary state. A summary financial report will be provided to each Employer Member upon request.
10. All monies available for investment shall be invested by TXHB in compliance with the Texas Public Funds Investment Act of 1987 (TEX. GOV'T CODE. ANN. Sec. 2256.001, et seq.) or the Texas Trust Code (Subtitle B, Title 9, Property Code).
11. Each Employer Member, as Plan Administrator, retains the rights, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with the state and federal laws applicable to employee benefits. For purposes of delivery of any Continuation of Coverage notices, TXHB is not the Group Administrator for any Employer Member unless and until a separate contract for administration of Continuation of Coverage is entered into between TXHB and that Employer Member.
12. To the extent authorized by law, the Employer Member agrees to indemnify and hold harmless TXHB for all claims, damages and expenses, including but not limited to attorney's fees and costs of court, arising out of acts or omissions of officers or Employees of the Employer Member in connection with the Plan. The Employer Member agrees to pay all such claims, damages, and expenses out of current revenues at the time the obligation is determined. In the event current revenues are inadequate to fund the obligation at the time it is determined, the Employer Member agrees to take the appropriate budgetary action sufficient to pay the obligation.
13. The Employer Member agrees that all conditions of coverage for the benefits provided shall be as specified in the Plan booklet/document furnished to the Employer Member by TXHB. The Employer Member agrees that the Employees and the Board of Trustees of TXHB and individuals and entities with whom TXHB contracts for staff functions may receive

Plan benefits.

14. Each Employer Member acknowledges that health Plan benefits provided in accordance with Chapter 172 of the Texas Local Government Code are not insurance and that TXHB is not an insurer under the Insurance Code or other laws of the State of Texas or of another state in which an Employer Member is located.
15. The Employer Member and TXHB may contract for additional administrative services related to the Employer Member's employee benefit programs as long as the Employer Member is a full medical risk participating member of TXHB.
16. The Employer Member agrees that no Covered Participant shall have any claim against the property of the trust. The rights of Covered Participants are limited to the benefits specified in the Plan.
17. The Employer Members desire to join together to purchase life insurance benefiting their Employees, officials, and retirees and their dependents. Therefore, the Employer Member authorizes TXHB to purchase life insurance coverage insuring the lives of all Covered Participants under the Plan.
18. No bond is required of the Board of Trustees of TXHB.
19. If any part of this Interlocal Agreement, save and except paragraph 3, is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Interlocal Agreement shall be in Austin, Travis County, Texas.
20. This Interlocal Agreement represents the complete understanding of TXHB and the Employer Member and may not be amended, modified or altered without the written agreement of both parties.
21. The initial term of this Interlocal Agreement shall be from the First day of October, 2026, at 12:01 a.m. and continue until September 30th, 2027. Absent notice of termination, the Employer Member may annually renew and extend the Interlocal Agreement by executing and returning the rerate notice and benefit selection form as authorized at the inception of this Interlocal Agreement.
22. This Interlocal Agreement is entered into in the State of Texas and it is understood and agreed that this Interlocal Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Texas.
23. Employer Member represents and warrants that (a) this Agreement fully complies with the laws of its state of domicile and (b) Employer Member has full legal authority to enter into this Agreement. By entering into this Agreement, an Employer Member who is an Affiliated Service Contractor further warrants that it is an organization qualified for exemption under Section 501(c), Internal Revenue Code (26 U.S.C. Section 501(c)), as amended, that provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the political subdivision.
24. The parties agree that this agreement, and other agreements related to services provided by TXHB, may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity and admissibility. Town of Bartonville may withdraw their consent to do business electronically at any time.

This Interlocal Agreement is entered into for the Employer Member under authorization of

Town of Bartonville

at a duly called meeting held on

by:

on:

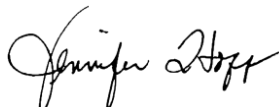
This Interlocal Agreement entered into and Appointment Accepted By:

TML Multistate Intergovernmental Employee Benefits

Pool, D/B/A TX Health Benefits Pool

at Austin, Texas

By


Jennifer Hoff, Executive Director, on August 31,
2026

APPROVED AS TO FORM:

BY: 

Chief Legal Officer

TO BE COMPLETED BY EMPLOYER MEMBER:

EMPLOYER MEMBER BENEFITS FUND CONTACT

Shannon Montgomery
Name

Town Secretary

Title

1941 E Jeter road, Bartonville, Texas 76226, United States

Mailing Address

Street Address (if different from above)



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Consider approval of a contractor services agreement with Texas Power Inspections, LLC for Building Inspection Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Town transitioned to Texas Power Inspections, LLC in March. No changes are proposed from the agreement approved at that time. The initial agreement ends September 30, 2026, and will renew annually each September to align with the Town's other third-party agreements.

FISCAL INFORMATION: \$75,000.

RECOMMENDED MOTION OR ACTION:

Motion to approve a contractor services agreement with Texas Power Inspections, LLC for Building Inspection Services beginning October 1, 2026 through September 30, 2027 as presented; and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

- FY2027 Building Inspection Services Agreement

AGREEMENT FOR BUILDING INSPECTION SERVICES

This Agreement ("Agreement") is made and entered into by and between Texas Power Inspections, LLC, a Texas limited liability company and duly registered Texas engineering/inspection firm, acting through its authorized representative (hereinafter referred to as "Contractor"), and the Town of Bartonville, Texas, a Type A General Law municipality located in Denton County, Texas (hereinafter referred to as "Town").

RECITALS

WHEREAS, the Town is authorized pursuant to Chapter 214 of the Texas Local Government Code to regulate building construction and to enforce building codes within its corporate limits and, where applicable, its Extraterritorial Jurisdiction (ETJ);

WHEREAS, the Town has adopted certain building, residential, electrical, mechanical, plumbing, energy, fire, and related codes, including the most current editions adopted by ordinance;

WHEREAS, Contractor represents that it and its personnel are properly registered with the Texas Department of Licensing and Regulation (TDLR), the Texas Commission of Licensing and Regulation, and/or any other state regulatory body as required by law to perform building inspection services in the State of Texas;

WHEREAS, the Town desires to contract for third-party building inspection services in compliance with Texas law; and

WHEREAS, Contractor desires to provide such services subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Term

This Agreement shall commence October 1, 2026, and shall expire September 30, 2027, unless earlier terminated as provided herein.

The Agreement may be renewed for additional one-year terms upon written approval by the Town Council.

Section 2. Scope of Services

Contractor shall provide professional building inspection and plan review services in accordance with:

- Texas Local Government Code Chapter 214
- Texas Occupations Code (as applicable to inspectors and related trades)
- All codes adopted by ordinance of the Town
- All other applicable state and federal laws

2.1 Plan Review

Contractor shall review residential and commercial construction plans for compliance with all adopted codes and ordinances prior to permit issuance. The Town's Permit Technician shall issue permits only after Contractor's written approval.

2.2 Inspections

Contractor shall perform required inspections, including but not limited to:

- Building
- Electrical
- Plumbing
- Mechanical
- Energy compliance
- Foundation and structural inspections
- Civil, drainage, and engineering infrastructure inspections (excluding TxDOT or County ROW unless specifically authorized)

All inspections shall be documented in writing in the Town's permitting software system or approved reporting format.

2.3 Code Enforcement Support

Contractor may assist in enforcement actions, including written notices of violation and testimony in Municipal Court, when requested.

2.4 Meetings

Contractor shall attend meetings with staff, Planning & Zoning, Town Council, or the public as reasonably requested.

Section 3. Licensing and Compliance

Contractor warrants that:

1. All inspectors are properly certified and registered as required by Texas law.
2. All required continuing education is maintained.
3. Contractor shall immediately notify the Town of any lapse, suspension, or revocation of licenses.
4. All work shall be performed in accordance with professional standards applicable in Texas.

Section 4. Independent Contractor Status

Contractor is an independent contractor. Nothing herein shall be construed to create an employment relationship. Contractor shall be solely responsible for payroll taxes, workers' compensation, unemployment insurance, and all employment-related obligations.

Section 5. Compensation

The Town shall compensate Contractor in accordance with Exhibit A (Fee Schedule), incorporated herein by reference.

Payment shall be made biweekly upon submission of invoice and supporting documentation.

The Town retains all permit fees and enforcement-related revenues.

Section 6. Records and Public Information

All inspection reports, plans, and related documents are public records subject to the Texas Public Information Act. Contractor agrees to maintain records in accordance with Texas law and provide copies to the Town upon request.

Section 7. Insurance

Contractor shall maintain at minimum:

- Commercial General Liability: \$1,000,000 per occurrence
- Professional Liability (Errors & Omissions): \$1,000,000
- Automobile Liability: \$500,000
- Workers' Compensation (if applicable under Texas law)

Certificates of Insurance shall name the Town of Bartonville as an Additional Insured where permitted by law.

Section 8. Indemnification

To the extent permitted by Texas law, Contractor shall indemnify and hold harmless the Town and its officers, agents, and employees from claims arising out of Contractor's negligent acts, errors, or omissions.

Nothing herein waives any governmental immunity or defenses available to the Town under the Texas Tort Claims Act or the Texas Constitution.

Section 9. Termination

9.1 Termination Without Cause

Either party may terminate upon thirty (30) days written notice.

9.2 Immediate Termination

The Town may terminate immediately upon:

- Loss of required licensure
- Failure to maintain insurance
- Material breach of contract

Contractor shall be compensated for services performed through the effective date of termination.

Section 10. Venue and Governing Law

This Agreement shall be governed by the laws of the State of Texas. Venue shall lie exclusively in Denton County, Texas.

Section 11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements. Amendments must be in writing and approved by the Town Council.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of September 2026.

TOWN OF BARTONVILLE

TEXAS POWER INSPECTIONS LLC

Kirk H. Riggs,
Town Administrator

Scott Leavelle,
Owner/Authorized Representative

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

Exhibit A
Plan Review and Inspection Fees
Texas Power Inspection, LLC

Residential:

All Inspections \$70 (Re-Inspection Fee \$50)

Commercial:

\$85

Estimated Number of Inspections for Projects: This is an Estimate only. The exact number of inspections will be determined at the plan review for each Project. This does Not include failed inspection fees. All fails will be a re-inspection fee.

New Single Family Dwelling:	12
Addition with all trades:	10
Patio cover- with electric and gas:	6
Detached building with all trades:	8
Pool	7
Hanger	7
Generator	3
Short Term Rental Inspection	1 (\$175)

Miscellaneous inspections: The following require a permit and only one final inspection:

Solar panels
 Fence
 Windows
 A/C unit
 Water Heater
 Irrigation
 Driveway

Plan Review Fees:

New Single Family Dwelling:	\$225
Addition:	\$85
Patio cover:	\$85
Detached building:	\$85
Hanger:	\$85
Pool:	\$85
Generator:	\$55

Solar Panels:	\$55
Driveway:	\$55
Fence:	\$40
Irrigation:	\$40

Other:

Onsite appearance with Code Enforcement Officer Report Provided	\$275
Consultation fee per hour	\$75

Commercial Projects: An estimate of the plan review cost and number of inspections will be provided prior to review.

Plan Review Times: Two (2) business days.

Inspection Request and Inspection Times: Inspections are on Demand (Choose any time and day provided in the portal, M-F 8:00 am to 5:00 pm).



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Consider approval of a contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Town's Code Enforcement Officer responds to non-traffic or non-septic complaints. Code Enforcement services will assist in enforcement of the Town's ordinances and applicable State laws relating to zoning ordinances, subdivision regulations, building codes, and all other codes or ordinances of the Town (e.g. trash, junk vehicles, vegetation, etc.).

FISCAL INFORMATION:

\$700 per month for five (5) hours per week of code enforcement services, \$40 per each additional hour as may be needed, and cost of citation books/postage as needed. Same rates as previous contract.

RECOMMENDED MOTION OR ACTION:

Motion to approve a contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2026 through September 30, 2027 as presented; and authorize the Town Administrator to execute same on behalf of the Town..

ATTACHMENTS:

- FY2027 Code Enforcement Services Contract

AGREEMENT FOR CODE ENFORCEMENT SERVICES

THIS AGREEMENT FOR CODE ENFORCEMENT SERVICES (hereinafter referred to as the "Agreement") is made and entered into by America's Code Enforcement, 12860 Tischler Road, Pilot Point, Texas 76258 (hereinafter referred to as "Contractor"), and the Town of Bartonville, Texas, a municipal corporation, 1941 E. Jeter Road, Bartonville, Texas 76226 (hereinafter referred to as "Bartonville" or the "Town").

RECITALS:

WHEREAS, the Town is desirous of providing its residents and businesses with Town Code Enforcement Services; and

WHEREAS, Contractor is desirous of providing Code Enforcement Services to Bartonville; and

WHEREAS, the parties hereto desire to enter into this Agreement for Contractor to provide Code Enforcement Services to the Town at the highest level possible 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 Town; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the Contractor 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, 2026, and ending September 30, 2027, 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:** Contractor hereby agrees to provide Bartonville the following services:

- a. **General Services:** Contractor will provide a minimum of five (5) hours per week for the enforcement of Town ordinances and applicable state law relating to the Town's zoning ordinance, subdivision regulations, building codes, and any and all other codes or ordinances of the Town, sign regulations, trash, abandoned and junk vehicles, vegetation, and other similar ordinances through inspection, written compliance notification and issuance of citations, as necessary. Contractor's services include possible testimony in municipal court, if necessary, and attendance at meetings with Town staff, as required.
- b. **Special Services:** Contractor will assist with ordinance preparation, as required. Contractor will provide other/special code enforcement inspections at the request of the Town Administrator, his/her designee, and/or the Mayor.
- c. **Reports:** Contractor 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:** Contractor will provide all equipment necessary to perform the Code Enforcement Services contained in this Agreement including, but not limited to, vehicles, tools and mobile telephones. Contractor will be available for general and special services during the normal business hours of Town Hall.

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

- a. Make payment to Contractor, on a monthly basis and upon receipt of a monthly report and invoice, in accordance with the following fee schedule:
 - (1) Code Enforcement: Seven Hundred Dollars and No/100 (\$700.00) per month for five (5) hours per week of Code Enforcement Services.
 - (2) Code Enforcement: Forty Dollars and No/100 (\$40.00) per each additional hour, as may be needed.
- b. Provide clerical support and any administrative costs associated with code enforcement, including but not limited to 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 Contractor's performing Code Enforcement Services under this Agreement.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days' prior written notice to the other party to the address provided herein. In the event of such termination by either party, Contractor will be compensated for all services performed up 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 Contractor within five (5) working days after the submission date of the monthly report for any invoiced amounts, Contractor, at its discretion, may suspend service until payment is received. If it becomes necessary for Contractor to suspend services to Bartonville for nonpayment of the invoiced amounts, Contractor will identify a date that services will be suspended and submit written notice to the Town.
- c. Bartonville's recourse for failure of Contractor 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:

America's Code Enforcement
12860 Tischler Road
Pilot Point, Texas 76258

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 Contractor.

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

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

Section 11. **Supervision/Certifications/Licenses:** At all times during the term of this Agreement, all Contractor's employees, agents or assigns shall be under the supervision and control of Contractor. In addition, Contractor and all employees, agents or 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 Contractor.

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

Section 13. **INDEMNIFICATION: CONTRACTOR AGREES TO HOLD HARMLESS, SAVE AND INDEMNIFY THE TOWN OF BARTONVILLE AND ITS OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR DAMAGES, PERSONAL INJURY AND/OR DEATH THAT ANY BE ASSERTED AGAINST BARTONVILLE ARISING FROM CONTRACTOR'S PERFORMANCE HEREUNDER, SAVE AND EXCEPT INTENTIONAL ACTS OR 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:** Contractor 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 Contractor, its employees, agents and assigns acting and/or operating under or pursuant to this Agreement.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and execute this Agreement on this the _____ day of September 2026.

TOWN OF BARTONVILLE:

CONTRACTOR:

Kirk Riggs, Town Administrator

Bob Matthews, Owner
America's Code Enforcement

ATTEST:

Shannon Montgomery, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

Mr. Hodges performs gas well application reviews and quarterly gas well inspections as required by State Law. Mr. Hodges also aids the Town in resolving complaints.

FISCAL INFORMATION:

Reimbursed by well-owners.

RECOMMENDED MOTION OR ACTION:

Move to approve the contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2026 through September 30, 2027 as presented and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

- FY2027 Gas Well Inspection Contract

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 October 1, 2026 and will continue until September 30, 2027, 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 hours 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 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.

4.0 TERMINATION OF AGREEMENT

4.01 TERMINATION: 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, Consultant 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.

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.

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
(254) 592.5080

Town of Bartonville
1941 E. Jeter Road
Bartonville, TX 76226
(817) 693.5280

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 September 2026.

TOWN OF BARTONVILLE:

CONSULTANT:

Kirk Riggs, Town Administrator

Brad Hodges

ATTEST:

Shannon Montgomery, Town Secretary

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

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.



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Consider approval of a contractor services agreement with Bureau Veritas North America, Inc. for Health Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

Bureau Veritas North American, Inc. currently serves as the Town's Health Inspector and reviews and approves all Food Service Establishment permits, plans, and conducts Food Service Establishment inspections on a semiannual basis.

FISCAL INFORMATION:

\$11,000; this is a \$1,000 increase from last year.

RECOMMENDED MOTION OR ACTION:

Motion to approve a contractor services agreement with Bureau Veritas North America, Inc. for Health Services beginning October 1, 2026 through September 30, 2027 as presented and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

- FY2027 Health Services Contract



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of September, 2026, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Bartonville, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

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. Initiation 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 Agreement.

2. Scope of Services: BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. Term. This Agreement shall remain in effect for one (1) year from October 1, 2025 through September 30, 2026, unless terminated by written notice to the other party at least thirty (30) days prior to termination in accordance with Article 19, and is subject to a one-year renewal option exercisable by Client at the end of each of the one-year term. The termination of this Agreement as a result of non-renewal by the Client at the end of the one-year term is exempt from application of any termination charges set forth in Article 19. Fees may be adjusted annually.

4. Time of Performance: The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. Compensation: Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. Method of Payment: BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. 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. Further, if the invoice is not paid within such period, 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. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and

safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and 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 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. 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, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If 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 as a result of such reliance, to the extent allowed by Texas law.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. 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.**

12. 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 caused by BVNA’s negligent performance of services, willful misconduct or breach of warranty 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. To the extent allowed by Texas law, 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.

13. 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, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. 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.

15. 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.

16. Cause of Action: In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

17. 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 are provided.

18. 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 mediation before and as a condition precedent to pursuing any other remedy. 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.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue for any legal proceeding in a court of competent jurisdiction in Denton County, Texas.

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

21. Intentionally Left Blank

22. 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.

23. 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 in the proposal. 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.

If to Client:

Town of Bartonville
Attn: Town Administrator
1941 E Jeter Road
Bartonville, TX 76226

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. 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 the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent. The terms of this Article 25 are subject to the Client's legal obligations as a governmental entity under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

25. 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 either party or an assignment to an Affiliate of either party 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.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. 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, such matter shall be resolved in accordance with the terms of Article 16, Resolution of Disputes.

(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, to the extent allowed by Texas law.

27. 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. To the extent allowed by Texas law, 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.

28. 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.

29. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) 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.

(b) 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.

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

33. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.**CLIENT**

Signature:	Signature:
Name:	Name: Kirk Riggs
Title:	Title: Town Administrator
Date:	Date:
Address:	Address: 1941 E Jeter Road Bartonville, TX 76226
Telephone:	Telephone: 817-693-5280
Email:	Email: kriggs@townofbartonville.com
DTQR	
Date	

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 - 265.211 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.

**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	\$150.00
Final and CO inspections and/or for each re-inspection.	per hour
* Minimum one hour	



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Consider approval of a Planning Services Agreement for Planning Consulting Services between the Town of Bartonville and Ad Terram Consulting, LLC beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The Town transitioned to Ad Terra Consulting, LLC in April. No changes are proposed from the agreement approved in April. This renewal is set to renew annually each September to align with the Town's other third-party agreements.

FISCAL INFORMATION: \$47,000.

RECOMMENDED MOTION OR ACTION:

Motion to approve a Planning Services Agreement for Planning Consulting Services between the Town of Bartonville and Ad Terram Consulting, LLC beginning October 1, 2026 through September 30, 2027 as presented and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

- FY2027 Planning Services Agreement

AGREEMENT FOR PLANNING CONSULTING SERVICES AGREEMENT

THIS AGREEMENT between The Town of Bartonville, a Texas General Law Municipality (the "Town") and Ad Terram Consulting, LLC, a Texas Limited Liability Company (the "Consultant").

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

1. ENGAGEMENT; SERVICES.

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

2. TERM AND TERMINATION.

- a) Term. This Agreement shall be for a term of twelve months (12) months, commencing October 1, 2026, and ending September 30, 2027 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.

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

3. COMPENSATION.

- a) Terms and Conditions. The Town shall pay the Consultant an hourly rate of \$205.00, billable in 15-minute increments. Town shall be invoiced monthly for services performed. Payment of Consultant's invoices shall occur within 30 days from the date of the invoice.
- b) No Other Compensation. The compensation set out above and in Exhibit A will be the Consultant's sole compensation under this agreement.
- c) Expenses. Any ordinary and necessary expenses incurred by the Consultant in the performance of this agreement will be the Consultant's sole responsibility, with the following exceptions:
 - i. Travel time will be billed at one half of Consultant's hourly rate, plus mileage. Invoices will be submitted monthly, due within 30 days, and will be itemized by project.
 Mileage: Consultant's travel occurring while performing agreed-upon tasks or at the explicit request of Town will be billed at the Privately Owned Vehicle (POV) Mileage Reimbursement Rate published by the US. General Services Administration.
 - ii. Direct expenses necessary to perform tasks listed in Exhibit A, including printing or binding, shall be billed at cost plus fifteen percent (15%).
- d) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The Town has no obligation to pay or withhold any sums for those taxes.
- e) Other Benefits. The Consultant has no claim against the Town under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social

security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP.

a) Independent Contractor Status.

- i. The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- ii. The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant shall perform the Services, and the Town is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for itself and its staff.

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

6. INDEMNIFICATION.

- a) Of Town by Consultant. At all times after the effective date of this agreement, the Consultant shall indemnify the Town from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "Claims") that the Town may incur and that arise from:
 - i. the Consultant's negligence or willful misconduct arising from the Consultant's carrying out of its obligations under this agreement;
 - ii. the Consultant's breach of any of its obligations or representations under this agreement.
- b) Of Consultant by Town. At all times after the effective date of this agreement, and to the extent allowed by law, the Town shall indemnify the Consultant from all Claims that the Consultant may incur arising from:
 - i. the Town's operation of its business;
 - ii. the Town's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or
 - iii. the Town's breach of any of its obligations or representations under this agreement. However, the Town is not obligated to indemnify the Consultant if any of these Claims result from the Consultant's own actions or inaction.

7. GOVERNING LAW.

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

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

9. ASSIGNMENT AND DELEGATION.

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

10. COUNTERPARTS; ELECTRONIC SIGNATURES.

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

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

12. NOTICES.

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

- b) Addresses. A party shall address notices under this section to a party at the following addresses:

If to the Town:

Kirk Riggs, Town Administrator
Town of Bartonville
1941 E Jeter Road
Bartonville, Texas 76226
kriggs@townofbartonville.com

If to the Consultant:

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day September 2026.

TOWN OF BARTONVILLE

AD TERRAM CONSULTING, LLC

Kirk Riggs, Town Administrator

Ryan Wells, AICP, CFM, Principal

Attest:

Shannon Montgomery, Town Secretary

EXHIBIT A

SCOPE OF SERVICES

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

Planning Services

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

Geographic Information Systems

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

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



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Consider approval of a contractor services agreement with Analisa Griffith, RS/DS for On-Site Sewage Facilities (OSSF) Services beginning October 1, 2026 through September 30, 2027; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

Analisa Griffith serves as the Town's Designated Representative providing on-site sewage facility (OSSF) services for enforcing the provisions of Town of Bartonville Code of Ordinances and enforcing all the rules and regulations of the TCEQ and the Texas Department of Health in reviewing and approving of all on-site sewage facility permit applications for compliance with TCEQ rules; issuing authorizations to construct and perform residential and commercial on-site sewage facility inspections.

FISCAL INFORMATION: \$9,000.

Reimbursed by homeowners; same standard rates as the previous contract.

RECOMMENDED MOTION OR ACTION:

Move to approve a contractor services agreement with Analisa Griffith, RS/DS for On-Site Sewage Facilities (OSSF) Services beginning October 1, 2026 through September 30, 2027 as presented and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

- FY2027 Sanitarian Services Contract

AGREEMENT FOR ON SITE SEWAGE FACILITY SERVICES

THIS AGREEMENT FOR SANITARIAN SERVICES (hereinafter referred to as the “Agreement”) is made and entered into by Analisa S. Griffith, a private contractor (hereinafter referred to as “Contractor”), and the Town of Bartonville, Texas, a municipal corporation, (hereinafter referred to as “Bartonville” or the “Town”).

RECITALS:

WHEREAS, the Town is desirous of providing its residents and businesses with On Site Sewage Facility (OSSF) Inspection services; and

WHEREAS, Contractor, 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 OSSF Inspection services to Bartonville; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide OSSF Inspection 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, 2026, and ending September 30, 2027, 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:** Contractor hereby agrees to provide Bartonville the following services:

- a. **General Services:** Contractor and/or assigns will enforce the provisions of the Town of Bartonville Code of Ordinances and enforce all the rules and regulations of the TCEQ and Texas Department of Health; review and approve all on-site sewage facility permit applications for compliance with TCEQ rules; issue authorizations to construct; and perform residential and commercial on-site sewage facility inspections.
- b. **Special Services:** Contractor 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's 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. Contractor will provide other health related inspections at the request of the Town Administrator, Designee, and/or the Mayor.
- c. **Service Calls:** Contractor will provide OSSF Inspection services in consideration for the payment to be made by Bartonville under Section 4a.
- d. **Reports:** Contractor 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. **Equipment and Availability:** Contractor will provide all equipment necessary to perform the Town Sanitarian services contained in this Agreement including, but not limited to, vehicles, tools and mobile telephones. Contractor 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.
- f. **Licenses and Registrations:** Contractor and/or assigns will remain in good standing with the TCEQ and Texas Department of Health. Contractor 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. Contractor and/or assigns will comply with all the educational requirements of the TCEQ and/or Texas Department of Health.

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

- a. Make payment to Contractor, 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/100 (\$100.00) per each review and issuance of authorization to construct.
 - (2) On-Site Sewage Facility Final Inspections: One Hundred and Fifty Dollars and No/100 (\$150.00) per inspection.
 - (3) On-Site Sewage Facility Re-Inspection:
 - (a) New Installs: Two Hundred Dollars and No/100 (\$200.00) per inspection.
 - (b) Repair/Modifications: One Hundred Dollars and No/100 (\$100.00) per inspection.
 - (4) Water Samples: Three Hundred Dollars and No/100 (\$300.00) per sample processed for the presence of E. Coli Bacteria.
 - (5) On-Site Sewage Facility Complaints: Two Hundred Dollars and No/100 (\$200.00) per complaint response and investigation.
 - (6) Administrative Duties: Twenty-Five Dollars and No/100 (\$25.00) per hour.
 - (7) Subdivision Review: for conformance with TAC 30, Chapter 285 OSSF Regulations: Two Hundred and Fifty Dollars and No/100 (\$250.00).
 - (8) Consultation(s) with Town Attorney. Two Hundred Dollars and No/100 (\$200.00) per event.
 - (9) Expert witness testimony. Five Hundred Dollars and No/100 (\$500.00) per day, one day minimum charge.
- b. 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, Contractor 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 Contractor within five (5) working days after the submission date of the monthly report for any invoiced amounts, Contractor, at her discretion, may suspend service until payment is received. If it becomes necessary for Contractor to suspend services to Bartonville for nonpayment of the invoiced amounts, Contractor will identify a date that services will be suspended and submit written notice to the Town.
- c. Bartonville's recourse for failure of Contractor 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:

Analisa Griffith
1444 Atkins St.
Cedar Hill, TX 75104

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 Contractor.

Section 9. **Jurisdiction:** By this Agreement, Bartonville grants full and complete authorization and jurisdiction to Contractor for all services provided by Contractor 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 Contractor's assigns shall be under supervision and control of Contractor. In addition, Contractor 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 Contractor.

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

Section 13. **INDEMNIFICATION:** CONTRACTOR AGREES TO HOLD HARMLESS, SAVE AND INDEMNIFY THE TOWN OF BARTONVILLE AND ITS OFFICERS AND STAFF FROM ANY AND ALL CLAIMS FOR DAMAGES, PERSONAL INJURY AND/OR DEATH THAT ANY BE ASSERTED AGAINST BARTONVILLE ARISING FROM CONTRACTOR'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, the parties do hereby affix their signatures and execute this Agreement on this the ____ day of September 2026.

TOWN OF BARTONVILLE:

CONTRACTOR:

Kirk Riggs, Town Administrator

Analisa S. Griffith

ATTEST:

Shannon Montgomery, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Conduct a Public Hearing to receive comments regarding the proposed property tax rate of **\$0.173646** per one hundred (\$100.00) dollars assessed valuation on taxable property within the corporate limits of the Town of Bartonville for Tax Year 2026.

SUMMARY:

Per Texas State Laws, the Town is required to publish notice concerning the 2026 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 is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code. If the Town of Bartonville adopts the proposed tax rate, the Town of Bartonville is not required to hold an election so that voters may accept or reject the proposed tax rate and the qualified voters of the Town of Bartonville may not petition the Town of Bartonville to require an election to be held to determine whether to reduce the proposed tax rate. However, citizens may still express their support for or opposition to the proposed tax rate.

No-new-revenue Rate	\$0.165054
Voter-approval Rate	\$0.172653
Proposed Rate	\$0.173646
De minimis Rate	\$0.231003

The proposed rate of **\$0.173646** per assessed valuation is the current tax rate.

The total taxable value on the 2026 appraisal roll including estimated values is \$958,593,299.00.

ATTACHMENTS:

- Notice of Meeting
- Notice of Meeting Affidavit

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.173646 per \$100 valuation has been proposed by the governing body of TOWN OF BARTONVILLE.

PROPOSED TAX RATE	\$0.173646 per \$100
NO-NEW-REVENUE TAX RATE	\$0.165054 per \$100
VOTER-APPROVAL TAX RATE	\$0.172653 per \$100
DE MINIMIS RATE	\$0.231003 per \$100

The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for TOWN OF BARTONVILLE from the same properties in both the 2025 tax year and the 2026 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, unless the de minimis rate for TOWN OF BARTONVILLE exceeds the voter-approval rate for TOWN OF BARTONVILLE.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for TOWN OF BARTONVILLE, the rate that will raise \$500,000, and the current debt rate for TOWN OF BARTONVILLE.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF BARTONVILLE is proposing to increase property taxes for the 2026 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 15, 2026 AT 6:30PM AT Bartonville Town Hall, 941 E Jeter Road, Bartonville, TX 76226.

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code. If TOWN OF BARTONVILLE adopts the proposed tax rate, the TOWN OF BARTONVILLE is not required to hold an election so that voters may accept or reject the proposed tax rate and the qualified voters of the TOWN OF BARTONVILLE may not petition the TOWN OF BARTONVILLE to require an election to be held to determine whether to reduce the proposed tax rate.

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

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the Proposal:

Council Member Lawrence
Council Member Sams
Council Member Arens

Council Member Chapman
Council Member Crandall

AGAINST the Proposal: None

PRESENT and not voting: Mayor Carrington

ABSENT: None

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas 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.

	2025	2026	Change
Total tax rate (per \$100 of value)	\$0.173646	\$0.173646	increase of 0.000000 per \$100, or 0.00%
Average homestead taxable value	\$1,328,464	\$1,282,205	decrease of -3.48%
Tax on average homestead	\$2,306.82	\$2,226.50	decrease of \$-80.32, or -3.48%
Total tax levy on all properties	\$1,201,609	\$1,352,632	increase of \$151,023, or 12.57%

For assistance with tax calculations, please contact the tax assessor for the TOWN OF BARTONVILLE by phone at 817- 693-5280 or by email at info@townofbartonville.com or visit www.townofbartonville.com for more information.

DRC MEDIA COMPANY**NEWS & ADVERTISING SOLUTIONS****One company delivers it all.**

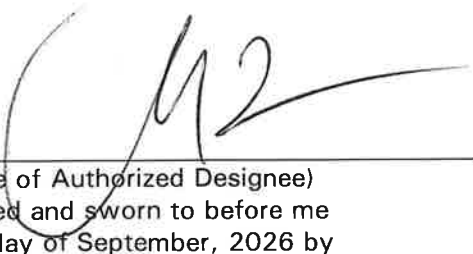
2413 Ft. Worth Drive
P.O. Box 369
Denton, TX 76202
940-387-3811

Publication(s): Denton Record-Chronicle

PROOF OF PUBLICATION

Being duly sworn (s)he is the Publisher/authorized designee of Denton Record-Chronicle, in City of Denton/surrounding areas in Denton County; Newspaper of general circulation which has been continuously and regularly published for a period of not less than one year preceding the date of the attached notice, and that the said notice was published in said newspaper Denton Record-Chronicle on the following dates below:

09/05/2026



(signature of Authorized Designee)

Subscribed and sworn to before me
this 5th day of September, 2026 by

Chris Brumfield

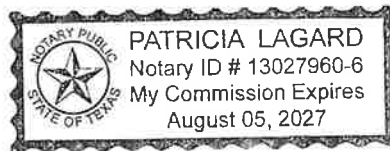
(printed name of Designee)

Witness my hand and official seal:



(signature name of Designee)

Notary Public, Denton County, Texas



BARTONVILLE TOWN OF
1941 EAST JETER ROAD
ARGYLE TX 76226

Ad Number: 61810

Price: \$1265.00

Notice of Public Hearing on Tax Rate

The Elm Ridge Water Control and Improvement District of Denton County will hold a public hearing on a proposed tax rate for the tax year 2026 on Thursday, September 17, 2026, at 6:00 p.m. at its Administration Building located at 700 Savannah Boulevard, Savannah, Texas.

Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

FOR the proposal:	KEITH ANTIGIOVANNI, DONALD BROOKS, AND FELICIA PACEWICZ
AGAINST the proposal:	BRANDON D. STORY
PRESENT and not voting:	NONE
ABSENT:	EILEEN GAMBILL

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	Last Year	This Year
Total tax rate (per \$100 of value)	\$0.880/\$100 (adopted)	\$0.930/\$100 (proposed)
Difference in tax rates per \$100 of value	\$0.05/\$100	
Percentage proposed increase/decrease in rate (+/-)	+5.68%	
Average appraised value of residence homestead	\$463,819	\$429,123
Total homestead exemption available (excluding exemptions available only for disabled persons or persons 65 or older)	\$17,547	\$17,478
Average taxable value of residence homestead	\$435,697	\$411,154
Taxes on average residence homestead	\$3,834.13	\$3,823.73
Annual increase/decrease in taxes on average residence homestead if proposed tax rate is adopted (+/-)		-\$10.40
Percentage of increase/decrease (+/-)		-0.271%

NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE

If the district adopts a combined debt service, operation and maintenance and contract tax rate that would result in the taxes on the average residence homestead increasing by more than eight percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

The 86th Texas 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.

NOTICE OF PUBLIC HEARING ON BUDGET

The City Council for the City of Denton, Texas, will hold a public hearing on the Fiscal Year 2026-27 Annual Program of Services (“Budget”), on Tuesday, September 15, 2026 at 6:30 p.m. in the City Council Chambers at City Hall, located at 215 East McKinney Street in Denton, Texas, 76201. The meeting will be held for the purpose of receiving community input on the Budget. A public meeting to vote on the Budget will be held on September 22, 2026 at 6:30pm at Denton City Hall 215 E. McKinney Street Denton, TX 76201.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR’S BUDGET BY \$14,556,150 OR 11.38% AND OF THAT AMOUNT \$10,281,198 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

All interested citizens are encouraged to attend and express their views. If members of the public are not able to attend the hearings and meetings mentioned above in-person, members of the public will be able to participate in the meetings pursuant to the processes outlined at <https://www.cityofdenton.com/242/Public-Meetings-Agendas>.

Notice of Public Hearing on Tax Rate

Denton County Fresh Water Supply District No. 4-A will hold a public hearing on a proposed tax rate for the tax year 2026 on September 17, 2026, at 12:00 p.m. in-person at 4514 Cole Avenue, Suite 1450, Dallas, Texas 75205.

Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

For the proposal:	WAYNE WHITAKER, JOAN HIGLEY, TERESA PETERSON, CHRISTINA TRIPLETT AND RODNEY BOYDSTON
Against the proposal:	NONE
Absent, not voting:	NONE
Absent:	NONE

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	Last Year	This Year
Total tax rate (per \$100 of value)	\$0.1937/\$100 (adopted)	\$0.217542/\$100 (proposed)
Difference in rates per \$100 of value	\$0.023842/\$100	
Percentage increase/decrease in rate (+/-)	+12.30%	
Average appraised value of residence homestead	\$447,788.00	\$412,184.00
Total homestead exemption available (excluding exemptions available only for disabled persons or persons 65 or older)	\$7,953.00	\$10,814.00
Average taxable value of residence homestead	\$435,435.00	\$401,370.00
Tax on average residence homestead	\$843.62	\$873.15
Annual increase/decrease in taxes on average residence homestead if proposed tax rate is adopted (+/-)		+ \$29.53
Percentage of increase/decrease (+/-)		+ 3.50 %

NOTICE OF VOTE ON TAX RATE

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than 3.5 percent, an election must be held to determine whether to approve the operation and maintenance tax rate under Section 49.23605, Water Code.

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

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.173646 per \$100 valuation has been proposed by the governing body of TOWN OF BARTONVILLE.

PROPOSED TAX RATE	\$0.173646 per \$100
NO-NEW-REVENUE TAX RATE	\$0.165054 per \$100
VOTER-APPROVAL TAX RATE	\$0.172653 per \$100
DE MINIMIS RATE	\$0.231003 per \$100

The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for TOWN OF BARTONVILLE from the same properties in both the 2025 tax year and the 2026 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, unless the de minimis rate for TOWN OF BARTONVILLE exceeds the voter-approval rate for TOWN OF BARTONVILLE.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for TOWN OF BARTONVILLE, the rate that will raise \$500,000, and the current debt rate for TOWN OF BARTONVILLE.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF BARTONVILLE is proposing to increase property taxes for the 2026 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 15, 2026 AT 6:30PM AT Bartonville Town Hall, 941 E Jeter Road, Bartonville, TX 76226.

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code. If TOWN OF BARTONVILLE adopts the proposed tax rate, the TOWN OF BARTONVILLE is not required to hold an election so that voters may accept or reject the proposed tax rate and the qualified voters of the TOWN OF BARTONVILLE may not petition the TOWN OF BARTONVILLE to require an election to be held to determine whether to reduce the proposed tax rate.

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

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Council Member Lawrence Council Member Sams Council Member Arens	Council Member Chapman Council Member Crandall
AGAINST the proposal:	NONE	
PRESENT and not voting:	Mayor Carrington	
ABSENT:	NONE	

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas 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.

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	2025	2026	Change
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Average homestead taxable value	\$1,328,464	\$1,282,205	decrease of -3.48%
Tax on average homestead	\$2,306.82	\$2,226.50	decrease of \$-80.32, or -3.48%
Total tax levy on all properties	\$1,201,609	\$1,352,632	increase of \$151,023, or 12.57%

For assistance with tax calculations, please contact the tax assessor for the TOWN OF BARTONVILLE at 817-693-5280 or visit www.townofbartonville.com for more information.



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Discuss and consider approval of an Ordinance approving and adopting the Town's budget for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027.**

SUMMARY:

The FY 2026-2027 Proposed Budget is hereby presented for adoption.

The proposed budget was filed in the Office of the Town Secretary on August 14, 2026, and was made available for public inspection by taxpayers in accordance with Chapter 102 of the Texas Local Government Code.

A Public Hearing on the proposed budget was held on September 1, 2026, at which time all citizens and interested parties were provided an opportunity to comment. No comments were received either in favor of or in opposition to the proposed budget.

Following the public hearing, two adjustments were made to the proposed budget within the **Fund 600 287(g)** based on updated operating costs and vehicle pricing:

- **Fuel Expense** increased from **\$25,000 to \$40,000** to account for rising fuel costs and anticipated operational needs.
- **Vehicle Expense** increased from **\$80,000 to \$100,000** based on quotes received for the purchase of a new police vehicle.

The proposed budget is based on a tax rate of **\$0.173646 per \$100 of taxable valuation**. These adjustments do not affect the proposed tax rate.

RECOMMENDED MOTION OR ACTION:

Move to approve an Ordinance approving and adopting the Town's budget for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027 as presented.

ATTACHMENTS:

- ORD 807-26 FY2027 Budget Adoption
- Proposed Fiscal Year 2026-2027 Budget Book

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. 807-26**

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, IN ACCORDANCE WITH STATE LAW; MAKING APPROPRIATIONS FOR THE SUPPORT OF THE TOWN; PROVIDING FOR EMERGENCY EXPENDITURES AS ALLOWED BY LAW; PROVIDING FOR THE FILING OF THE BUDGET AS REPRESENTED IN EXHIBIT "A"; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALING CLAUSE; PROVIDING SEVERABILITY; PROVIDING AN ENGROSSMENT AND ENROLLMENT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bartonville, Texas, ("Town"), is a Type A general-law municipality 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, a copy of the proposed budget for the Town for Fiscal Year 2026-2027 beginning on October 1, 2026 and ending on September 30, 2027 (the "2026-2027 FY Budget") was filed in the office of Town Secretary on August 14, 2026 and posted on the Town's website; and

WHEREAS, the Town Council has reviewed the proposed budget, discussed proposed expenditures and the present and upcoming needs of the Town and has made adjustments to the Budget as set forth in **Exhibit "A"** hereto; and

WHEREAS, pursuant to Section 102.006 of the Texas Local Government Code, notice of public hearing was published on August 22, 2026, and the Town Council held a public hearing on the proposed budget on September 1, 2026 at 6:30 p.m. at Bartonville Town Hall; and

WHEREAS, having conducted the public hearing and provided an opportunity for public comment regarding the 2026-2027 FY Budget, the Town Council has determined that the Fiscal Year 2026-2027 Budget as set forth in **Exhibit "A"** should be adopted upon approval by record vote of a majority of the Town Council, pursuant to state law.

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

SECTION 1. INCORPORATION OF PREMISES. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. BUDGET ADOPTED. The budget of the revenues of the Town of Bartonville and the expenses of conducting the affairs thereof for the ensuing Fiscal Year beginning October 1, 2026 and ending September 30, 2027, as modified by the Town Council, is set forth in **Exhibit "A"**, attached hereto and incorporated herein, and the same is, in all things, adopted and approved as the Town of Bartonville, Texas Budget for the Fiscal Year beginning the first day of October 2026, and ending the thirtieth day of September 2027 (the "2026-2027 Fiscal Year Budget of Town of Bartonville, Texas").

SECTION 3. FILING OF BUDGET. A true and correct copy of this Ordinance along with the 2026-2027 Fiscal Year Budget of Town of Bartonville, Texas as represented in attached **Exhibit "A"**, and any amendments thereto, shall be filed with the Town Secretary. In addition, the Town Secretary is hereby directed to assist the Mayor, serving as Budget Officer, by filing or by causing to be filed a true and correct copy of this Ordinance along with the 2026-2027 Fiscal Year Budget of Town of Bartonville, Texas as represented in **Exhibit "A"** hereto, and any subsequent amendments thereto, in the office of the County Clerk of Denton County, Texas, as required by law.

SECTION 4. CUMULATIVE REPEALING CLAUSE. This Ordinance shall be cumulative of all provisions of ordinances of the Town of Bartonville, Texas, as amended, 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 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 shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. ENROLLMENT/ENGROSSMENT CLAUSE. The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the ordinance records of the Town.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective from and after its adoption and publication as required by law after its passage by at least 60% of the Council by a record vote.

PRESENTED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2026 BY A VOTE OF ____
 AYES, ____ NAYS, ____ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE
 TOWN OF BARTONVILLE, TEXAS.

Vote on Motion	FOR	AGAINST	ABSENT	ABSTAIN
Margie Arens, Place 5/Mayor Pro Tem				
Rick Lawrence, Place 1				
Matt Chapman, Place 2				
Clay Sams, Place 3				
Keith Crandall, Place 4				

APPROVED:

 Jaclyn Carrington,
 Mayor

ATTEST:

 Shannon Montgomery, TRMC
 Town Secretary

Exhibit A

Approved 2026-2027 Fiscal Year Budget of the Town of Bartonville, Texas

DRAFT

Town of Bartonville
Proposed FY2026-2027
FUND 100 GENERAL

Item G2.

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Property Taxes					
Ad Valorem Current	1,051,568	1,199,830	1,195,000	1,341,669	1,200,000
Ad Valorem Pent & Int	4,051	7,441	2,500	3,207	2,500
Ad Valorem Delinquent	11,181	1,501	2,500	714	2,500
Sales & Beverage Tax					
Sales Tax Revenue	829,336	891,759	800,000	787,893	800,000
Mixed Beverage Allocation	103,149	99,872	90,000	83,774	90,000
Franchise Fees					
Electric/Gas Franchise Fees	200,117	201,393	200,000	201,728	200,000
Telephone Franchise Fees	12,493	9,332	15,000	5,911	10,500
Solid Waste Franchise Fees	28,688	35,279	36,000	32,896	36,000
Water Franchise Fees	21,594	21,203	25,000	22,610	25,000
Permit & Development Fees					
Permits:BOA Application Fees	2,700	8,845	-	12,370	8,000
Permits:Business C of O Permits	1,000	250	1,000	1,750	1,000
Permits:Commercial Bldg Permits	2,177	17,137	2,000	2,439	2,000
Permits:Contractor Registration Fees	10,875	14,250	7,000	12,375	7,000
Permits:Gas Well Inspection Fees	22,900	24,994	24,000	10,516	24,000
Permits:Health/Food Permits	12,565	11,020	7,800	10,235	8,000
Permits:Red Tag Fees	3,400	9,495	1,000	6,525	4,000
Permits:Residential Bldg Permits	173,572	177,106	130,000	127,340	140,000
Permits:ROW Permit/License	-	750	-	750	-
Permits:Septic Permit Fee	14,140	8,610	7,000	11,670	10,000
Permits:Sign or Tree Permits	1,800	925	300	1,550	1,000
Permits:Special Event/Race Permit	322	100	100	50	100
Permits:Truck Permit	325	575	250	475	250
Permits:Zoning/Subdivision/DRC/Fees	16,637	29,140	10,000	25,358	20,000
Other/Transfer					
Adminstration Services	225	25	-	400	-
General Revenue	39,195	37,835	-	468	-
Open Records	18	15	-	-	-
LOESE Training Funds	1,975	1,986	1,000	2,040	1,000
Interest Earned	143,820	138,184	115,000	95,699	111,000
Sale of Surplus	-	15,000	-	-	-
Transfer from CCPD	-	30,000	30,000	-	30,000
Transfer from BCDC	37,691	10,000	20,000	-	20,000
Transfer In	443,957	-	-	-	-
TOTAL REVENUE	3,191,471	3,003,853	2,722,450	2,802,412	2,753,850

*Expense moved to Fund 600 287(g)

Town of Bartonville
Proposed FY2026-2027
FUND 100 GENERAL

Item G2.

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
EXPENDITURES					
ADMINISTRATION					
Wages & Salaries	344,213	400,036	449,225	342,061	385,800
Certification Wages	3,000	3,277	7,200	3,162	7,200
Overtime Wages	5,997	6,258	8,000	4,778	8,000
Vacation Buy Back	-	-	2,500	-	2,500
Longevity Pay	288	564	750	756	762
Mileage Pay	8,303	6,319	5,000	3,329	5,000
Retirement - TMRS	53,406	46,553	49,300	37,744	35,233
Payroll Taxes	5,086	5,180	6,850	4,968	5,898
Workers Compensation	7,905	5,931	5,500	7,588	7,256
Unemployment - TWC Payable	468	189	300	787	684
Health and Dental	62,862	74,121	96,200	69,027	83,041
Advertisements and Notices	3,569	3,406	5,500	1,710	7,000
Animal Control	15,968	13,637	15,000	13,262	15,000
Appraisal District	6,859	8,265	9,000	7,250	9,000
Audit & Accounting Expense	23,545	43,663	30,000	60,213	60,000
Bank Service Charges	255	657	500	250	750
Banners and Signs	7,476	2,352	8,000	6,110	8,000
Building Inspections/Code Enforcement	69,955	-	-	-	-
Building Inspections	-	74,745	75,000	51,805	75,000
Code Enforcement	-	8,400	8,400	7,000	8,400
Cell Phone Charges	3,856	2,951	4,000	5,688	5,000
Clean Up Day	10,563	4,400	10,800	10,021	10,800
2026 Clean Up Day Event					
Monthly Hazardous Waste Pick Up					
Codification	477	1,413	3,500	2,201	-
Codification / Records Management	-	-	-	-	8,500
Computers, Software & Maintenance	38,484	52,653	77,785	56,246	135,000
Adobe Annual Subscription					
Archive Social Annual Subscription					
Canva Annual Subscription					
CivicPlus & SSL Management Annual Subscription					
Cloud Permit Annual Subscription					
Council Chamber AV upgrades					
Datamax Monthly Service					
eCode360 Annual Subscription					
FundView Annual Subscription					
LaserFiche Annual Maintenance					
New Computers & Warranty Upgrades					
New Legislation Accessibilty Upgrads					
QuickBooks Annual Subscription					
Software Licenses					
Zoom Annual Subscription					
Contract Labor	-	-	17,300	-	-

*Expense moved to Fund 600 287(g)

Town of Bartonville
Proposed FY2026-2027
FUND 100 GENERAL

Item G2.

	FY2024	FY2025	FY2026	FY2026	FY2027
	Actual	Actual	Approved	YTD	PROPOSED
Copier Lease/Supplies/Maint	3,148	2,814	3,000	2,267	3,000
Copier/Printing Expense and Supplies	244	221	2,500	-	2,500
Computer Hardware Improvements	-	17,236	-	-	-
County Filing Fees	316	224	600	323	600
Dues & Memberships	1,882	2,018	5,000	1,631	5,000
<i>Atmos Cities Steering Committee</i>					
<i>CoServ Cities Steering Committee</i>					
<i>International Institute of Municipal Clerks</i>					
<i>National Assoc of Govt Archives & Records Admins</i>					
<i>North Central Texas Council of Governments</i>					
<i>North Texas Municipal Clerks Association</i>					
<i>Texas Court Clerks Association</i>					
<i>Texas Municipal Clerks Association</i>					
<i>Texas Municipal Human Resources Association</i>					
<i>Texas Municipal League</i>					
Election Expense	118	245	14,000	-	50,000
Engineering/Surveying Services	35,335	64,096	90,000	17,232	90,000
Gas Well Inspections	20,319	21,269	24,750	10,346	24,750
Insurance - Property & Liability	2,905	4,308	8,000	2,798	2,679
Legal	103,258	57,739	90,000	50,559	90,000
Inclement Weather Maintenance	6,790	14,025	8,000	23,400	14,000
Maintenance/Repair/Cleaning	19,206	30,639	30,000	17,837	30,000
Tree Trimming	13,045	9,030	17,000	12,171	17,000
Public Assistance	65	-	8,000	1,000	8,000
<i>Child Advocacy Center MHMR SPAN Ridge Share</i>					
Office Supplies/Sm Ofc Equip	10,608	3,893	-	-	-
Operations and Supplies	-	-	7,500	6,338	7,500
Planning Services	32,626	51,593	42,000	38,596	47,000
Postage	2,905	2,488	3,500	2,104	3,500
Professional Services	12,500	-	-	-	-
Publications/Subscriptions	709	1,886	1,500	472	1,500
Records Management	6,500	4,054	6,000	631	-
Health Inspections and Sanitarian Services	16,375	-	-	-	-
Health Inspections	-	10,050	10,000	9,100	11,000
Sanitarian Services	-	8,700	9,000	6,825	9,000
TCEQ Fees	300	290	300	230	300
Special Events	17,772	12,308	15,000	13,486	15,000
Meetings/Events	3,259	2,788	5,000	4,420	5,000
Travel & Training	5,100	2,582	8,000	911	8,000
Utilities	14,622	15,384	17,500	11,764	17,500
Capital Improvements	-	-	50,000	69,738	50,000
GF ADMIN TOTAL EXPENSE	1,002,441	1,104,845	1,371,760	1,000,134	1,396,653

*Expense moved to Fund 600 287(g)

Town of Bartonville
Proposed FY2026-2027
FUND 100 GENERAL

Item G2.

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
POLICE DEPARTMENT					
Wages & Salaries	495,681	540,780	516,900	478,839	655,200
Certification Wages	4,870	6,900	10,800	7,864	12,600
Overtime Wages	74,807	47,697	42,000	45,815	64,800
Vacation Buy Back		4,976	8,000	-	8,000
Longevity Pay	702	996	1,200	936	1,120
Mileage Pay	-	-	-	2,035	4,810
Retirement - TMRS	78,210	79,323	59,600	56,595	65,472
Payroll Taxes	7,686	9,085	8,250	7,561	10,709
Health and Dental	88,835	97,505	131,500	103,696	153,769
Workers Compensation	18,171	12,334	13,000	14,093	16,930
Unemployment - TWC Payable	702	583	400	1,302	2,000
Vehicle Maintenance	19,969	1,296	12,000	10,671	Fund 600*
Cell Phone Charges	7,740	-	7,000	6,628	Fund 600*
Computers, Software & Maintenance	21,381	32,831	26,800	25,306	Fund 600*
<i>Datamax Monthly Service</i>					
<i>Adobe Annual Subscriptions</i>					
<i>Tyler Technologies</i>					
<i>Software Licenses</i>					
Criminal Invest & Background	1,777	-	2,000	139	2,000
<i>Background Checks</i>					
<i>New Hire Employment Testing</i>					
Contracts	-	8,038	10,200	10,155	10,200
<i>Denton County 911 Dispatch Agreement</i>					
<i>Denton County Radio Agreement</i>					
Dues & Memberships	170	943	2,000	1,021	Fund 600*
<i>Texas Police Chief's Association</i>					
<i>North Texas Police Chief's Association</i>					
Fuel	19,219	22,653	22,000	18,897	Fund 600*
Insurance - Auto	5,181	8,960	7,500	7,116	7,734
Insurance - Police Liability	8,360	9,795	10,000	11,459	9,796
Insurance - Property & Liability	907	1,573	1,700	1,633	2,123
Operations and Supplies	11,083	18,837	20,000	18,669	20,000
Small Equipment Purchase/Repair	6,127	-	-	-	-
Meetings/Events	-	1,557	1,500	1,518	1,500
Travel & Training	4,805	2,369	4,500	2,826	Fund 600*
Uniforms	3,347	1,545	4,000	3,964	Fund 600*
POLICE TOTAL EXPENSE	879,730	910,575	922,850	838,736	1,048,763
Transfer to Reserve Fund	266,596	-	-	-	-
Transfer to Lantana Town Center Grant	223,051	202,140	265,000	143,715	265,000
				215,922	
TOTAL GENERAL FUND EXPENSES	2,371,817	2,217,560	2,559,610	1,982,584	2,710,416
REVENUE OVER/(UNDER) EXPENSES	819,654	786,294	162,840	819,827	43,434

*Expense moved to Fund 600 287(g)

Town of Bartonville
Proposed FY2026-2027
FUND 150 RESERVE

Item G2.

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Interest Earned (<i>RESERVE Bank Account</i>)	19,184	26,998	19,000	25,329	25,000
Transfer In (<i>into RESERVE Bank Account</i>)	-	-	183,645	-	-
Transfer From GF	266,596	-	-	-	-
TOTAL REVENUE	285,780	26,998	202,645	25,329	25,000
EXPENDITURES					
	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
REVENUE OVER/(UNDER) EXPENSES	285,780	26,998	202,645	25,329	25,000

DRAFT

Town of Bartonville
Proposed FY2026-2027
FUND 160 WASTEWATER

Item G2.

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Waste Water Revenue	40,739	42,453	41,000	11,916	41,000
TOTAL REVENUE	40,739	42,453	41,000	11,916	41,000
EXPENDITURES					
Waste Water: Metering Station Utilities	335	335	350	286	350
Waste Water: Treatment Expense - UTRWD	38,897	40,497	36,000	31,180	36,000
TOTAL EXPENDITURES	39,232	40,831	36,350	31,465	36,350
REVENUE OVER/(UNDER) EXPENSES	1,507	1,622	4,650	(19,549)	4,650

DRAFT

Town of Bartonville
Proposed FY2026-2027
FUND 170 STREETS

Item G2.

	FY2024	FY2025	FY2026	FY2026	FY2027
	Actual	Actual	Approved	YTD	PROPOSED
REVENUES					
Fund Balance		479,281	180,637	364,281	668,163
Street Sales Tax	581,997	614,119	520,000	531,978	520,000
Interest Earned (Street Sales Tax)	43,202	45,191	40,000	50,373	40,000
Surplus			790,000	790,000	-
Transfer In			183,645	183,645	-
TOTAL REVENUE	625,199	1,138,591	1,714,281	1,920,277	1,228,163
EXPENDITURES					
Engineering/Surveying Services	41,876	87,500	100,000	84,709	-
Street Maint/Rpr	104,042	133,109	250,000	257,406	250,000
Street Projects	-	737,345	1,000,000	255,808	-
TOTAL EXPENDITURES	145,918	957,954	1,350,000	597,923	250,000
REMAINING REVENUE	479,281	180,637	364,281	1,322,355	978,163

Town of Bartonville
Proposed FY2026-2027
FUND 180 LTC GRANT

Item G2.

	FY2024	FY2025	FY2026
	Actual	Actual	YTD
REVENUES			
Transfer In	223,051	202,140	143,715
TOTAL REVENUE	223,051	202,140	143,715
EXPENDITURES			
LTC Sales Tax Grants	173,253	152,117	146,121
LTC Property Tax Grant	83,338	82,203	69,800
TOTAL EXPENDITURES	256,592	234,319	215,922

DRAFT

Town of Bartonville
Proposed FY2026-2027
FUND MUNICIPAL COURT

Item G2.

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Child Safety Collected	-	-	2,000	-	2,000
Municipal Court Fines	86,046	95,131	85,000	87,888	85,000
Municipal Court Fines - CC Payments	15,841	17,648	15,000	16,168	15,000
Building Security Fees	3,699	3,252	-	-	-
Court Technolgy Fee	3,026	2,655	-	-	-
Local Truancy and Prevention Diversion Fee	3,758	3,959	2,000	4,030	3,000
Municipal Jury Fund	75	80	-	81	100
Consolidated Court Security & Technology Fees	-	1,219	5,700	6,800	5,700
TOTAL REVENUE	112,445	-	123,944	109,700	114,966
EXPENDITURES					
Fees	72,391	76,174	71,042	71,042	74,160
<i>State Comptroller</i>	<i>69,415</i>	<i>70,196</i>		<i>68,388</i>	
<i>Collection Services</i>	<i>24</i>	<i>360</i>		<i>66</i>	
<i>Collections Agency Fee</i>	<i>2,953</i>	<i>5,618</i>		<i>2,588</i>	
Municipal Court Expenses	1,819	9,600	12,000	9,775	12,000
Court Building Security	828	1,800	-	-	-
Computers, Software & Maintenance	5,645	3,241	-	-	4,000
Consolidated Court Security & Technology	-	465	5,300	5,150	5,300
<i>Adobe Annual Subscription (1 user)</i>					
<i>FundView Annual Subscription</i>					
<i>Baliff Services</i>					
TOTAL EXPENDITURES	80,682	-	91,280	88,342	85,967
REVENUE OVER/(UNDER) EXPENSES	31,763	32,664	21,358	28,999	15,340

Town of Bartonville
Proposed FY2026-2027
FUND 600 287(g)

Item G2.

		<u>FY2027</u>
		<u>PROPOSED</u>
REVENUES		
Transferred In		580,000
TOTAL REVENUE		<u>580,000</u>
EXPENDITURES		
Axon Body Cameras		15,000
Cell Phone Charges		7,500
Computer, Software & Maintenance		42,150
	<i>2 new computers</i>	<i>7000</i>
	<i>Datamax Monthly Service</i>	<i>21000</i>
	<i>Adobe Annual Subscriptions</i>	<i>550</i>
	<i>Tyler Technologies (Brazos & 2 receipt printers)</i>	<i>6600</i>
	<i>Blue Voice</i>	<i>7000</i>
Dues & Memberships		2,000
Equipment (Flock)		52,000
Equipment (Radios)		12,000
Small Equipment Purchase/Repair		9,000
Squad Car Accessories		1,000
Fuel		40,000
Travel & Training		10,000
Uniforms		15,000
Vehicle Maintenance		15,000
New Vehicle		100,000
Vehicle Replacement		58,314
TOTAL EXPENDITURES		<u>378,964</u>
REVENUE OVER/(UNDER) EXPENSES		<u>201,036</u>

Town of Bartonville
Proposed FY2026-2027
FUND 800 BCDC

Item G2.

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Sales Tax Revenue	116,399	122,824	120,000	106,396	110,000
Interest Earned	39,194	27,469	25,000	23,290	20,000
Transfer In	143,500	-	16,125	-	164,625
TOTAL REVENUE	299,093	150,293	161,125	129,686	294,625
EXPENDITURES					
Computers, Software & Maintenance	-	3,000	3,000	3,000	3,000
Consulting Fees	3,000	-	1,500	-	1,500
Copier/Printing Expense and Supplies	-	-	500	-	500
Grant Expenses	243,500	8,700	100,000	-	100,000
Marketing	8,700	19,585	14,000	14,000	14,000
Legal	753	1,227	1,500	53	1,500
Old Town Improvements	35,035	4,000	-	-	-
Old Town Maintenance & Repairs	15,083	13,642	10,000	18,797	23,000
Traffic Study	7,548	-	10,000	-	10,000
Postage	-	730	625	-	625
Professional Development	-	-	-	-	500
Salary Transfer to Town	10,000	10,000	20,000	-	20,000
Transfers Out	37,691	-	-	-	-
Beautification/Drainage/Erosion Control	-	-	-	-	120,000
TOTAL EXPENDITURES	361,309	60,885	161,125	35,850	294,625
REVENUE OVER/(UNDER) EXPENSES	(62,216)	89,408	-	93,836	-

Town of Bartonville
Proposed FY2026-2027
FUND 900 CCPD

Item G2.

	FY2024	FY2025	FY2026	FY2026	FY2027
	Actual	Actual	Amended	YTD	PROPOSED
REVENUES					
Sales Tax Revenue	130,958	139,259	130,000	127,336	130,000
Use of Reserves <i>(from Fund Balance)</i>	-	-	60,000	31,972	-
Interest Earned	17,723	11,397	8,500	6,473	7,000
Transfer In <i>(from Fund Balance)</i>	156,000		34,514	34,514	77,014
TOTAL REVENUE	304,681	150,656	233,014	200,295	214,014
EXPENDITURES					
Bonds	140	140	200	140	200
Vehicle Maintenance	16,000	12,392	-	-	-
Blue Santa	339	1,748	1,500	-	1,500
Cell Phone Charges	-	5,940	-	-	-
Computers, Software & Maintenance	4,048	22,400	-	-	-
Other	500	-	-	-	-
Datamax Project Contingency	-	540	-	-	-
Computer Hardware Improvements	-	26,173	-	-	Fund 600*
<i>Equipment (Flock)</i>	44,473	29,969	50,000	50,000	Fund 600*
National Night Out	2,439	2,225	3,000	2,407	3,000
Salary Transfer to Town	-	30,000	30,000	-	30,000
<i>Small Equipment Purchase/Repair</i>	-	4,747	-	-	Fund 600*
<i>Axon Body Cameras</i>	-	16,780	35,000	35,462	Fund 600*
<i>Training Expense</i>	-	4,149	5,000	5,000	Fund 600*
<i>Uniform & Apparel Expense</i>	10,303	9,801	9,000	8,972	Fund 600*
<i>Vehicle Replacement</i>	155,523		98,314	98,313	Fund 600*
<i>Squad Car Accessories</i>	14,600	685	1,000	-	Fund 600*
TOTAL EXPENDITURES	248,364	167,690	233,014	200,295	34,700
REVENUE OVER/(UNDER) EXPENSES	56,317	(17,034)	-	-	179,314

*Expense moved to Fund 600 287(g)

TOWN OF BARTONVILLE, TEXAS FY 2026-2027 ANNUAL BUDGET ADOPTED SEPTEMBER 15, 2026

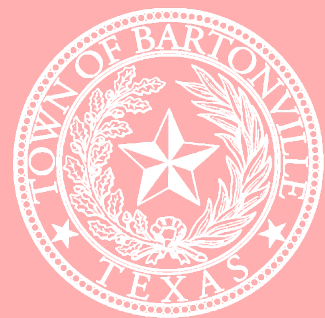


Presented by:

Jaclyn Carrington, Mayor

Kirk Riggs, Town Administrator

Shannon Montgomery, Town Secretary



1941 E Jeter Road
Bartonville, Texas 76226
817-693-5280
www.townofbartonville.com

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$151,023 OR 12.57%, AND OF THAT AMOUNT, \$101,824 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000.00 HOME BY APPROXIMATELY \$5.84.

The above statements are included to comply with Texas Local Government Code Section 102.005, Subsection (b).

The members of the Town of Bartonville governing body voted on the adoption of the **FY2026-2027 Annual Budget** on September 15, 2026.

Vote on Motion	FOR	AGAINST	ABSENT	ABSTAIN
Margie Arens, Place 5/Mayor Pro Tem				
Rick Lawrence, Place 1				
Matt Chapman, Place 2				
Clay Sams, Place 3				
Keith Crandall, Place 4				
PRESENT and not voting:	Mayor Jaclyn Carrington			

The members of the Town of Bartonville governing body voted on the adoption of the **2026 Tax Rate** on September 15, 2026.

Vote on Motion	FOR	AGAINST	ABSENT	ABSTAIN
Margie Arens, Place 5/Mayor Pro Tem				
Rick Lawrence, Place 1				
Matt Chapman, Place 2				
Clay Sams, Place 3				
Keith Crandall, Place 4				
PRESENT and not voting:	Mayor Jaclyn Carrington			

Property Tax Comparison	2026-2027	2025-2026
Property Tax Rate	\$0.173646/100	\$0.173646/100
No New Revenue Tax Rate	\$0.165054/100	\$0.161552/100
Voter Approval Tax Rate	\$0.172653/100	\$0.167738/100
De Minimis Tax Rate	\$0.231003/100	\$0.235144/100
Debt Rate	\$0.000000/100	\$0.000000/100

The debt obligation for TOWN OF BARTONVILLE secured by property taxes: \$0.00.

The above statements are included to comply with the Local Government Code Section 102.007, Subsection (d).

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ELECTED OFFICIALS

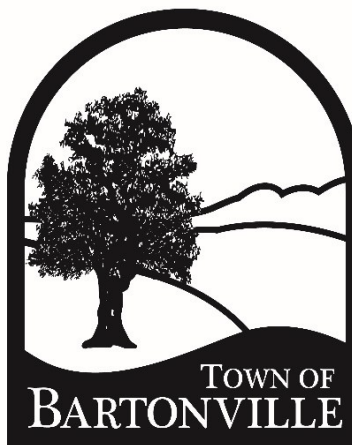
Mayor	Jaclyn Carrington
Council Member Place 1	Rick Lawrence
Council Member Place 2	Matt Chapman
Council Member Place 3	Clay Sams
Council Member Place 4	Keith Crandall
Mayor Pro Tem / Council Member Place 5	Margie Arens

APPOINTED OFFICIALS

Town Administrator	Kirk H. Riggs
Town Attorney	Jeremy R. Page
Town Secretary	Shannon Montgomery, TRMC

BOARDS AND COMMISSIONS

Planning & Zoning Commission	Board of Adjustment
Community Development Corporation	Crime Control & Prevention District



Town of Bartonville



Town of Bartonville
1941 E Jeter Road
Bartonville, TX 76226
817-693-5280
Jaclyn Carrington, Mayor

September 16, 2026

Dear Town Council and Residents of Bartonville,

It is my privilege to present the Town of Bartonville's Fiscal Year 2026–2027 Budget. This document outlines the Town's planned revenues and expenditures for the upcoming fiscal year and reflects the priorities established by the Town Council through a structured budget process.

Road maintenance and infrastructure investment remain the leading priority in this budget. Bartonville has experienced measurable residential growth over the past four years, with more than 100 new residential lots developed on parcels ranging from two to six acres consistent with the Town's Future Land Use Plan. This growth has increased demand on the existing roadways and guided the allocation of dedicated funding to the Street Fund for road maintenance, drainage improvements, and long-term infrastructure planning.

The FY 2026-2027 budget has been developed within the Town's existing revenue structure. The Town maintains emergency reserves at a level exceeding the Government Finance Officers Association (GFOA) recommended minimum of two months of operating expenditures, with a policy target of at least five months. These reserves are intended solely for unforeseen emergencies and unexpected expenditures and are not available for routine operating or budgetary appropriations.

The following Council objectives guided budget development:

- **Road Projects and Infrastructure:** Direct resources toward roadway maintenance, drainage improvements, and long-range infrastructure investment to preserve public safety, access, and Bartonville's rural character.
- **Public Safety:** Sustain a fully staffed Police Department and support consistent, visible community policing to ensure the safety of residents and roadways.
- **Financial Stewardship and Reserve Planning:** Maintain conservative and transparent budgeting practices, with disciplined cost controls and strategic resource allocation in support of the Town's long-term fiscal stability.
- **Community Engagement:** Support events and programs that strengthen community ties and foster a welcoming environment for both long-time and newer residents.

Spending has been kept lean, third-party contracts continue to hold overhead down, and emergency reserves remain strong. Throughout the budget process, we have ensured that this plan stays grounded in community and town needs.

I am grateful to Town Administrator Kirk Riggs, Town Secretary Shannon Montgomery, and Town Council for their dedication, collaboration, and steady leadership throughout this process.

Sincerely,

Jaclyn Carrington
Mayor, Town of Bartonville

Fiscal Year 2026–2027 Budget Overview

Community Profile

Bartonville is located just north of the Dallas/Fort Worth Metroplex. The Town offers a quiet residential setting with rural character while remaining close to regional jobs, services, and amenities.

Bartonville is a Type A General-Law Municipality with a Mayor-Council form of government. The governing body includes a Mayor and five Council members elected by place to staggered two-year terms. The Town Administrator reports to the Town Council and manages daily operations.

Financial Structure

The Town uses governmental funds to manage revenues, expenditures, and available resources. These funds help show how public money is received, assigned, and spent.

- **General Fund:** The Town's main operating fund. It supports core services and is funded mainly by property taxes, sales taxes, franchise fees, permits, licenses, and municipal court fines.
- **Reserve Fund:** Used for unexpected or emergency expenses. The Town's goal is to maintain reserves equal to 35% of annual budgeted expenditures.
- **Street Maintenance Fund:** Pays for roadway maintenance, repairs, overlays, and reconstruction projects.
- **Economic Development Liability Fund:** Manages payments related to the 380 Agreement with Lantana Town Center.
- **Court Security and Technology Funds:** Support Municipal Court safety needs and technology improvements.
- **Capital Improvement Fund:** Funds major capital projects, infrastructure improvements, facility upgrades, and equipment needs.
- **Special Revenue Funds:** Include the Bartonville Community Development Corporation and the Bartonville Crime Control and Prevention District, which fund economic development and public safety programs.

Basis of Accounting and Budgeting

The Town prepares governmental funds using the modified accrual basis of accounting. Revenues are recorded when they are measurable and available to pay current obligations. This method provides a clear view of available resources and supports consistent financial reporting.

Balanced Budget

The Town prepares a balanced budget, meaning proposed expenditures do not exceed estimated revenues. If revenues fall below expectations, the Mayor or Town Administrator may recommend spending adjustments for Council approval. The Council may also authorize the use of reserves when necessary.

Revenue Sources

Revenue estimates are based on historical trends, expected economic conditions, and any known changes in rates or policies.

General Fund Revenue

- **Ad Valorem Taxes:** About 43% of General Fund revenue. Tax rates are based on certified appraisal rolls from the Denton Central Appraisal District.
- **Sales Tax:** About 32% of General Fund revenue. The Town receives a 1-cent share of local taxable sales, remitted monthly by the State Comptroller.
- **Utility Franchise Fees:** About 10% of General Fund revenue. These fees compensate the Town for utility use of public rights-of-way.
- **Permits, Licenses, and Inspections:** About 8% of General Fund revenue, including construction and contractor-related fees.
- **Interest:** About 4% of General Fund revenue.
- **Municipal Court Fines:** About 3% of General Fund revenue from misdemeanor offenses.

Special Revenue Funds

- **Street Fund:** Dedicated sales tax approved by voters for street maintenance and roadway improvements.
- **Bartonville Community Development Corporation:** Dedicated sales tax used for economic development projects.
- **Bartonville Crime Control and Prevention District:** Voter-approved sales tax used for public safety operations. This tax is not collected in Lantana Town Center due to existing Denton County Fresh Water Districts.
- **Municipal Court Security and Technology Fees:** Court fees used only for court security and technology improvements.

Budget Process

Under the Texas Local Government Code, the Mayor serves as Budget Officer and prepares the proposed municipal budget for the upcoming fiscal year. The budget includes proposed expenditures, prior-year actual expenditures, funded projects, outstanding obligations, cash balances, prior-year revenues, projected available funds, and the estimated tax rate needed to support the budget.

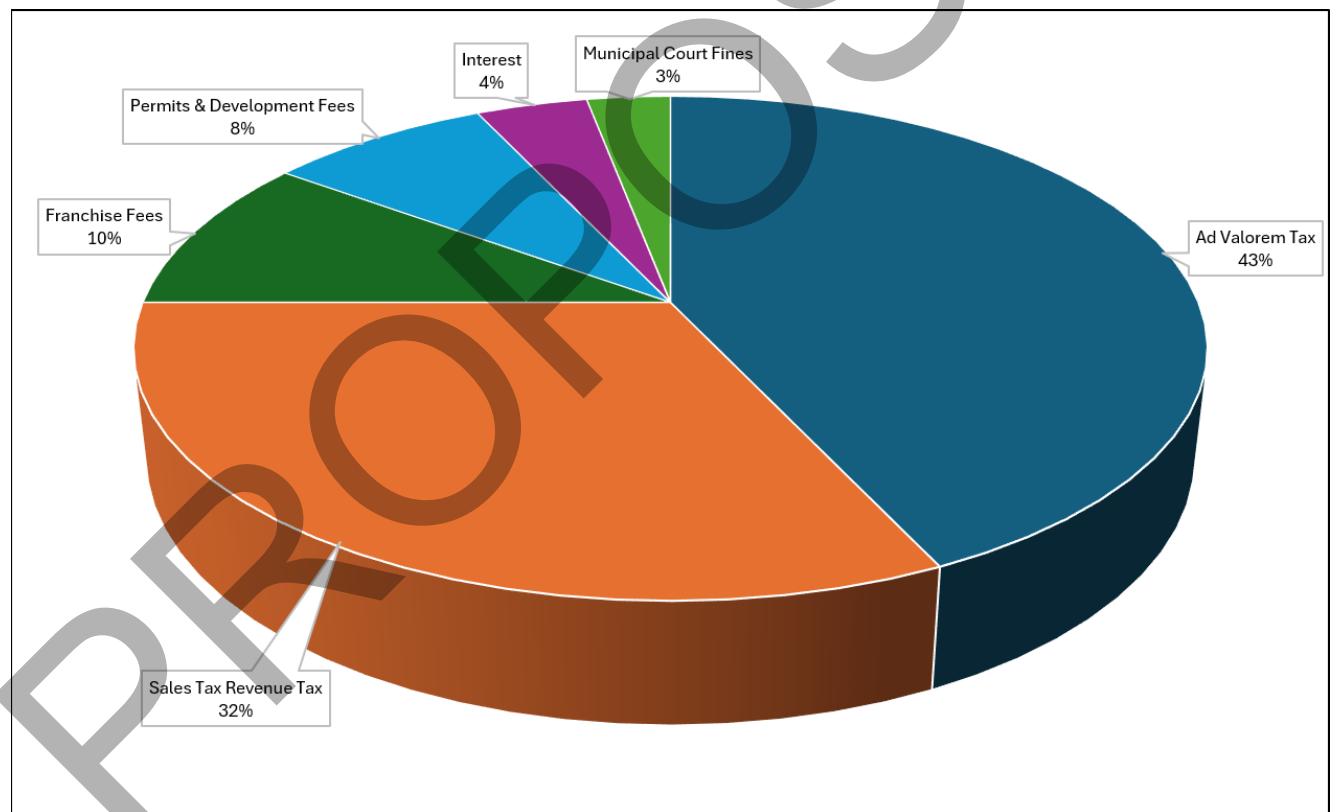
Budgets for the Bartonville Community Development Corporation and the Bartonville Crime Control and Prevention District are prepared at the same time. Each board approves its own budget before it is submitted to the Town Council for final approval and appropriation.

After adoption, the Town Administrator and department heads monitor revenues and expenditures throughout the year to ensure the Town remains within the approved budget.

GENERAL FUND ALLOCATIONS

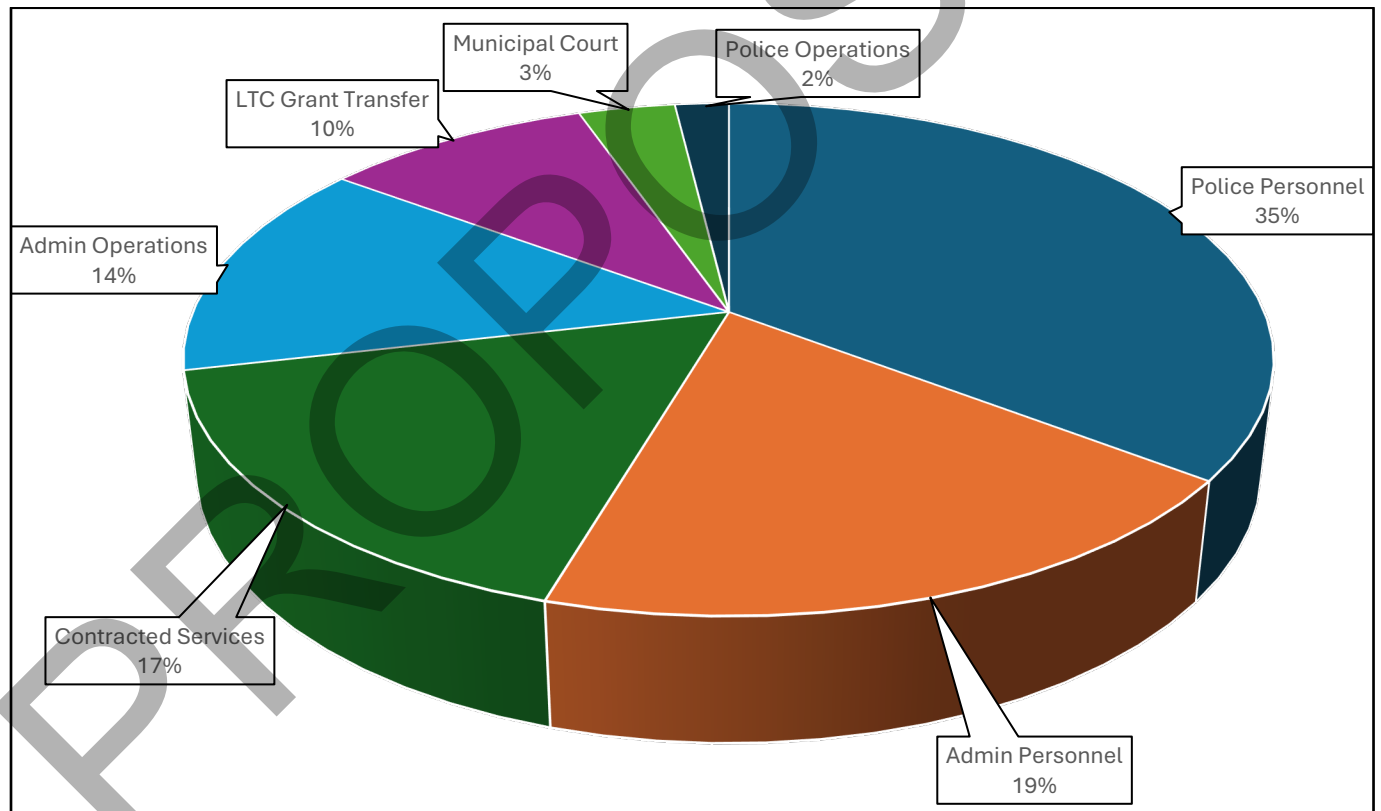
REVENUES

	Proposed	% of Budget
Ad Valorem Tax	\$1,205,000	43%
Sales Tax Revenue Tax	\$890,000	32%
Franchise Fees	\$271,500	10%
Permits & Development Fees	\$225,350	8%
Interest	\$111,000	4%
Municipal Court Fines	\$107,700	3%
Total	\$2,810,550	100%



EXPENSES

	Proposed	% of Budget
Police Personnel	\$987,842	35%
Admin Personnel	\$535,438	19%
Contracted Services	\$469,650	17%
Admin Operations	\$385,629	14%
Lantana Town Center (LTC) Grant Transfer	\$265,000	10%
Municipal Court	\$95,460	3%
Police Operations	\$53,353	2%
Total	\$2,792,372	100%



Lantana Town Center's Impact on Bartonville

The Lantana Town Center (LTC) property, located at the northwest corner of FM 407 and Jeter Road, was originally part of unincorporated Denton County's Fresh Water Supply Districts Nos. 6 and 7 (DCFWDs) and was outside the Town of Bartonville's limits.

In 1999, the property was purchased for development as a major retail center. To attract a grocery anchor tenant, the Developer required the ability to sell beer and wine. Under Texas law, freshwater districts cannot hold elections to authorize alcohol sales. As a result, the Developer approached the Town of Bartonville to annex the property and requested development incentives in the form of grants.



In 2006, the Town Council annexed the property and entered into two agreements with the Developer:

Development Agreement: Allowed the DCFWDs to retain control over architectural design, permitting, inspections, and other regulatory oversight functions that existed prior to annexation.

Economic Development Agreement (380 Agreement): Provides annual grants to the Developer.

Summary of the 380 Agreement

Beginning in 2015 and extending for 90 years, the agreement provides the Developer with:

Property Tax Grant: 100% of the Town property taxes generated by the development, including personal property taxes, are granted back to the developer. The Town does not retain any of this property tax revenue.

Sales Tax Grant – Phase I/II: Lantana currently receives 75% of the sales tax revenue. Beginning in January 2027, the agreement changes to a 50/50 split between the Town and the developer.

Sales Tax Grant – Pad Sites: 50% of sales and use tax.

Alcohol Beverage Tax Grant: 50% of any Alcoholic Beverage Tax collected.

The Town of Bartonville retains the first \$50,000 of annual sales and use taxes generated by the development recorded in the General Fund.

Note: Because the LTC area was already within the taxing jurisdiction of the DCFWDs, annexation created a local Sales and Use Tax anomaly. The overlapping special districts caused total local Sales and Use Taxes to exceed the 2% cap allowed by state law. As a result, the DCFWDs retained their tax allocations in the LTC area, and the Bartonville Crime Control and Prevention District is unable to collect sales and use taxes in this portion of the development.

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. 807-26**

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, IN ACCORDANCE WITH STATE LAW; MAKING APPROPRIATIONS FOR THE SUPPORT OF THE TOWN; PROVIDING FOR EMERGENCY EXPENDITURES AS ALLOWED BY LAW; PROVIDING FOR THE FILING OF THE BUDGET AS REPRESENTED IN EXHIBIT "A"; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALING CLAUSE; PROVIDING SEVERABILITY; PROVIDING AN ENGROSSMENT AND ENROLLMENT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bartonville, Texas, ("Town"), is a Type A general-law municipality 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, a copy of the proposed budget for the Town for Fiscal Year 2026-2027 beginning on October 1, 2026 and ending on September 30, 2027 (the "2026-2027 FY Budget") was filed in the office of Town Secretary on August 14, 2026 and posted on the Town's website; and

WHEREAS, the Town Council has reviewed the proposed budget, discussed proposed expenditures and the present and upcoming needs of the Town and has made adjustments to the Budget as set forth in **Exhibit "A"** hereto; and

WHEREAS, pursuant to Section 102.006 of the Texas Local Government Code, notice of public hearing was published on August 22, 2026, and the Town Council held a public hearing on the proposed budget on September 1, 2026 at 6:30 p.m. at Bartonville Town Hall; and

WHEREAS, having conducted the public hearing and provided an opportunity for public comment regarding the 2026-2027 FY Budget, the Town Council has determined that the Fiscal Year 2026-2027 Budget as set forth in **Exhibit "A"** should be adopted upon approval by record vote of a majority of the Town Council, pursuant to state law.

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

SECTION 1. INCORPORATION OF PREMISES. All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. BUDGET ADOPTED. The budget of the revenues of the Town of Bartonville and the expenses of conducting the affairs thereof for the ensuing Fiscal Year beginning October 1, 2026 and ending September 30, 2027, as modified by the Town Council, is set forth in **Exhibit "A"**, attached hereto and incorporated herein, and the same is, in all things, adopted and approved as the Town of Bartonville, Texas Budget for the Fiscal Year beginning the first day of October 2026, and ending the thirtieth day of September 2027 (the "2026-2027 Fiscal Year Budget of Town of Bartonville, Texas").

SECTION 3. FILING OF BUDGET. A true and correct copy of this Ordinance along with the 2026-2027 Fiscal Year Budget of Town of Bartonville, Texas as represented in attached **Exhibit "A"**, and any amendments thereto, shall be filed with the Town Secretary. In addition, the Town Secretary is hereby directed to assist the Mayor, serving as Budget Officer, by filing or by causing to be filed a true and correct copy of this Ordinance along with the 2026-2027 Fiscal Year Budget of Town of Bartonville, Texas as represented in **Exhibit "A"** hereto, and any subsequent amendments thereto, in the office of the County Clerk of Denton County, Texas, as required by law.

SECTION 4. CUMULATIVE REPEALING CLAUSE. This Ordinance shall be cumulative of all provisions of ordinances of the Town of Bartonville, Texas, as amended, 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 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 shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. ENROLLMENT/ENGROSSMENT CLAUSE. The Town Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the ordinance records of the Town.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective from and after its adoption and publication as required by law after its passage by at least 60% of the Council by a record vote.

PRESENTED AND APPROVED THIS 15TH DAY OF SEPTEMBER 2026 BY A VOTE OF ____ AYES, ____ NAYS, ____ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS.

Vote on Motion	FOR	AGAINST	ABSENT	ABSTAIN
Margie Arens, Place 5/Mayor Pro Tem				
Rick Lawrence, Place 1				
Matt Chapman, Place 2				
Clay Sams, Place 3				
Keith Crandall, Place 4				

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

Exhibit A

Approved 2026-2027 Fiscal Year Budget of the Town of Bartonville, Texas

PROPOSED

Town of Bartonville
Proposed FY2026-2027
FUND 100 GENERAL

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Property Taxes					
Ad Valorem Current	1,051,568	1,199,830	1,195,000	1,341,669	1,200,000
Ad Valorem Pent & Int	4,051	7,441	2,500	3,207	2,500
Ad Valorem Delinquent	11,181	1,501	2,500	714	2,500
Sales & Beverage Tax					
Sales Tax Revenue	829,336	891,759	800,000	787,893	800,000
Mixed Beverage Allocation	103,149	99,872	90,000	83,774	90,000
Franchise Fees					
Electric/Gas Franchise Fees	200,117	201,393	200,000	201,728	200,000
Telephone Franchise Fees	12,493	9,332	15,000	5,911	10,500
Solid Waste Franchise Fees	28,688	35,279	36,000	32,896	36,000
Water Franchise Fees	21,594	21,203	25,000	22,610	25,000
Permit & Development Fees					
Permits:BOA Application Fees	2,700	8,845	-	12,370	8,000
Permits:Business C of O Permits	1,000	250	1,000	1,750	1,000
Permits:Commercial Bldg Permits	2,177	17,137	2,000	2,439	2,000
Permits:Contractor Registration Fees	10,875	14,250	7,000	12,375	7,000
Permits:Gas Well Inspection Fees	22,900	24,994	24,000	10,516	24,000
Permits:Health/Food Permits	12,565	11,020	7,800	10,235	8,000
Permits:Red Tag Fees	3,400	9,495	1,000	6,525	4,000
Permits:Residential Bldg Permits	173,572	177,106	130,000	127,340	140,000
Permits:ROW Permit/License	-	750	-	750	-
Permits:Septic Permit Fee	14,140	8,610	7,000	11,670	10,000
Permits:Sign or Tree Permits	1,800	925	300	1,550	1,000
Permits:Special Event/Race Permit	322	100	100	50	100
Permits:Truck Permit	325	575	250	475	250
Permits:Zoning/Subdivision/DRC/Fees	16,637	29,140	10,000	25,358	20,000
Other/Transfer					
Adminstration Services	225	25	-	400	-
General Revenue	39,195	37,835	-	468	-
Open Records	18	15	-	-	-
LOESE Training Funds	1,975	1,986	1,000	2,040	1,000
Interest Earned	143,820	138,184	115,000	95,699	111,000
Sale of Surplus	-	15,000	-	-	-
Transfer from CCPD	-	30,000	30,000	-	30,000
Transfer from BCDC	37,691	10,000	20,000	-	20,000
Transfer In	443,957	-	-	-	-
TOTAL REVENUE	3,191,471	3,003,853	2,722,450	2,802,412	2,753,850

Town of Bartonville
Proposed FY2026-2027
FUND 100 GENERAL

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
EXPENDITURES					
ADMINISTRATION					
Wages & Salaries	344,213	400,036	449,225	342,061	385,800
Certification Wages	3,000	3,277	7,200	3,162	7,200
Overtime Wages	5,997	6,258	8,000	4,778	8,000
Vacation Buy Back	-	-	2,500	-	2,500
Longevity Pay	288	564	750	756	762
Mileage Pay	8,303	6,319	5,000	3,329	5,000
Retirement - TMRS	53,406	46,553	49,300	37,744	35,233
Payroll Taxes	5,086	5,180	6,850	4,968	5,898
Workers Compensation	7,905	5,931	5,500	7,588	7,256
Unemployment - TWC Payable	468	189	300	787	684
Health and Dental	62,862	74,121	96,200	69,027	83,041
Advertisements and Notices	3,569	3,406	5,500	1,710	7,000
Animal Control	15,968	13,637	15,000	13,262	15,000
Appraisal District	6,859	8,265	9,000	7,250	9,000
Audit & Accounting Expense	23,545	43,663	30,000	60,213	60,000
Bank Service Charges	255	657	500	250	750
Banners and Signs	7,476	2,352	8,000	6,110	8,000
Building Inspections/Code Enforcement	69,955	-	-	-	-
Building Inspections	-	74,745	75,000	51,805	75,000
Code Enforcement	-	8,400	8,400	7,000	8,400
Cell Phone Charges	3,856	2,951	4,000	5,688	5,000
Clean Up Day	10,563	4,400	10,800	10,021	10,800
<i>2026 Clean Up Day Event</i>					
<i>Monthly Hazardous Waste Pick Up</i>					
Codification	477	1,413	3,500	2,201	-
Codification / Records Management	-	-	-	-	8,500
Computers, Software & Maintenance	38,484	52,653	77,785	56,246	135,000
<i>Adobe Annual Subscription</i>					
<i>Archive Social Annual Subscription</i>					
<i>Canva Annual Subscription</i>					
<i>CivicPlus & SSL Management Annual Subscription</i>					
<i>Cloud Permit Annual Subscription</i>					
<i>Council Chamber AV upgrades</i>					
<i>Datamax Monthly Service</i>					
<i>eCode360 Annual Subscription</i>					
<i>FundView Annual Subscription</i>					
<i>LaserFiche Annual Maintenance</i>					
<i>New Computers & Warranty Upgrades</i>					
<i>New Legislation Accessibilty Upgrads</i>					
<i>QuickBooks Annual Subscription</i>					
<i>Software Licenses</i>					
<i>Zoom Annual Subscription</i>					
Contract Labor	-	-	17,300	-	-

*Expense moved to Fund 600 287(g)

Town of Bartonville
Proposed FY2026-2027
FUND 100 GENERAL

	FY2024	FY2025	FY2026	FY2026	FY2027
	Actual	Actual	Approved	YTD	PROPOSED
Copier Lease/Supplies/Maint	3,148	2,814	3,000	2,267	3,000
Copier/Printing Expense and Supplies	244	221	2,500	-	2,500
Computer Hardware Improvements	-	17,236	-	-	-
County Filing Fees	316	224	600	323	600
Dues & Memberships	1,882	2,018	5,000	1,631	5,000
<i>Atmos Cities Steering Committee</i>					
<i>CoServ Cities Steering Committee</i>					
<i>International Institute of Municipal Clerks</i>					
<i>National Assoc of Govt Archives & Records Admins</i>					
<i>North Central Texas Council of Governments</i>					
<i>North Texas Municipal Clerks Association</i>					
<i>Texas Court Clerks Association</i>					
<i>Texas Municipal Clerks Association</i>					
<i>Texas Municipal Human Resources Association</i>					
<i>Texas Municipal League</i>					
Election Expense	118	245	14,000	-	50,000
Engineering/Surveying Services	35,335	64,096	90,000	17,232	90,000
Gas Well Inspections	20,319	21,269	24,750	10,346	24,750
Insurance - Property & Liability	2,905	4,308	8,000	2,798	2,679
Legal	103,258	57,739	90,000	50,559	90,000
Inclement Weather Maintenance	6,790	14,025	8,000	23,400	14,000
Maintenance/Repair/Cleaning	19,206	30,639	30,000	17,837	30,000
Tree Trimming	13,045	9,030	17,000	12,171	17,000
Public Assistance	65	-	8,000	1,000	8,000
<i>Child Advocacy Center MHMR SPAN Ridge Share</i>					
Office Supplies/Sm Ofc Equip	10,608	3,893	-	-	-
Operations and Supplies	-	-	7,500	6,338	7,500
Planning Services	32,626	51,593	42,000	38,596	47,000
Postage	2,905	2,488	3,500	2,104	3,500
Professional Services	12,500	-	-	-	-
Publications/Subscriptions	709	1,886	1,500	472	1,500
Records Management	6,500	4,054	6,000	631	-
Health Inspections and Sanitarian Services	16,375	-	-	-	-
Health Inspections	-	10,050	10,000	9,100	11,000
Sanitarian Services	-	8,700	9,000	6,825	9,000
TCEQ Fees	300	290	300	230	300
Special Events	17,772	12,308	15,000	13,486	15,000
Meetings/Events	3,259	2,788	5,000	4,420	5,000
Travel & Training	5,100	2,582	8,000	911	8,000
Utilities	14,622	15,384	17,500	11,764	17,500
Capital Improvements	-	-	50,000	69,738	50,000
GF ADMIN TOTAL EXPENSE	1,002,441	1,104,845	1,371,760	1,000,134	1,396,653

Town of Bartonville
Proposed FY2026-2027
FUND 100 GENERAL

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
POLICE DEPARTMENT					
Wages & Salaries	495,681	540,780	516,900	478,839	655,200
Certification Wages	4,870	6,900	10,800	7,864	12,600
Overtime Wages	74,807	47,697	42,000	45,815	64,800
Vacation Buy Back		4,976	8,000	-	8,000
Longevity Pay	702	996	1,200	936	1,120
Mileage Pay	-	-	-	2,035	4,810
Retirement - TMRS	78,210	79,323	59,600	56,595	65,472
Payroll Taxes	7,686	9,085	8,250	7,561	10,709
Health and Dental	88,835	97,505	131,500	103,696	153,769
Workers Compensation	18,171	12,334	13,000	14,093	16,930
Unemployment - TWC Payable	702	583	400	1,302	2,000
Vehicle Maintenance	19,969	1,296	12,000	10,671	Fund 600*
Cell Phone Charges	7,740	-	7,000	6,628	Fund 600*
Computers, Software & Maintenance	21,381	32,831	26,800	25,306	Fund 600*
<i>Datamax Monthly Service</i>					
<i>Adobe Annual Subscriptions</i>					
<i>Tyler Technologies</i>					
<i>Software Licenses</i>					
Criminal Invest & Background	1,777	-	2,000	139	2,000
<i>Background Checks</i>					
<i>New Hire Employment Testing</i>					
Contracts	-	8,038	10,200	10,155	10,200
<i>Denton County 911 Dispatch Agreement</i>					
<i>Denton County Radio Agreement</i>					
Dues & Memberships	170	943	2,000	1,021	Fund 600*
<i>Texas Police Chief's Association</i>					
<i>North Texas Police Chief's Association</i>					
Fuel	19,219	22,653	22,000	18,897	Fund 600*
Insurance - Auto	5,181	8,960	7,500	7,116	7,734
Insurance - Police Liability	8,360	9,795	10,000	11,459	9,796
Insurance - Property & Liability	907	1,573	1,700	1,633	2,123
Operations and Supplies	11,083	18,837	20,000	18,669	20,000
Small Equipment Purchase/Repair	6,127	-	-	-	-
Meetings/Events	-	1,557	1,500	1,518	1,500
Travel & Training	4,805	2,369	4,500	2,826	Fund 600*
Uniforms	3,347	1,545	4,000	3,964	Fund 600*
POLICE TOTAL EXPENSE	879,730	910,575	922,850	838,736	1,048,763
Transfer to Reserve Fund	266,596	-	-	-	-
Transfer to Lantana Town Center Grant	223,051	202,140	265,000	143,715	265,000
				215,922	
TOTAL GENERAL FUND EXPENSES	2,371,817	2,217,560	2,559,610	1,982,584	2,710,416
REVENUE OVER/(UNDER) EXPENSES	819,654	786,294	162,840	819,827	43,434

*Expense moved to Fund 600 287(g)

Town of Bartonville
Proposed FY2026-2027
FUND 150 RESERVE

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Interest Earned (<i>RESERVE Bank Account</i>)	19,184	26,998	19,000	25,329	25,000
Transfer In (<i>into RESERVE Bank Account</i>)	-	-	183,645	-	-
Transfer From GF	266,596	-	-	-	-
TOTAL REVENUE	285,780	26,998	202,645	25,329	25,000
EXPENDITURES					
	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
REVENUE OVER/(UNDER) EXPENSES	285,780	26,998	202,645	25,329	25,000

Town of Bartonville
Proposed FY2026-2027
FUND 160 WASTEWATER

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Waste Water Revenue	40,739	42,453	41,000	11,916	41,000
TOTAL REVENUE	40,739	42,453	41,000	11,916	41,000
EXPENDITURES					
Waste Water: Metering Station Utilities	335	335	350	286	350
Waste Water: Treatment Expense - UTRWD	38,897	40,497	36,000	31,180	36,000
TOTAL EXPENDITURES	39,232	40,831	36,350	31,465	36,350
REVENUE OVER/(UNDER) EXPENSES	1,507	1,622	4,650	(19,549)	4,650

Town of Bartonville
Proposed FY2026-2027
FUND 170 STREETS

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Fund Balance		479,281	180,637	364,281	668,163
Street Sales Tax	581,997	614,119	520,000	531,978	520,000
Interest Earned (Street Sales Tax)	43,202	45,191	40,000	50,373	40,000
Surplus			790,000	790,000	-
Transfer In			183,645	183,645	-
TOTAL REVENUE	625,199	1,138,591	1,714,281	1,920,277	1,228,163
EXPENDITURES					
Engineering/Surveying Services	41,876	87,500	100,000	84,709	-
Street Maint/Rpr	104,042	133,109	250,000	257,406	250,000
Street Projects	-	737,345	1,000,000	255,808	-
TOTAL EXPENDITURES	145,918	957,954	1,350,000	597,923	250,000
REMAINING REVENUE	479,281	180,637	364,281	1,322,355	978,163

Town of Bartonville
Proposed FY2026-2027
FUND 180 LTC GRANT

	FY2024	FY2025	FY2026
	Actual	Actual	YTD
REVENUES			
Transfer In	223,051	202,140	143,715
TOTAL REVENUE	223,051	202,140	143,715
EXPENDITURES			
LTC Sales Tax Grants	173,253	152,117	146,121
LTC Property Tax Grant	83,338	82,203	69,800
TOTAL EXPENDITURES	256,592	234,319	215,922

Town of Bartonville
Proposed FY2026-2027
FUND MUNICIPAL COURT

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Child Safety Collected	-	-	2,000	-	2,000
Municipal Court Fines	86,046	95,131	85,000	87,888	85,000
Municipal Court Fines - CC Payments	15,841	17,648	15,000	16,168	15,000
Building Security Fees	3,699	3,252	-	-	-
Court Technolgy Fee	3,026	2,655	-	-	-
Local Truancy and Prevention Diversion Fee	3,758	3,959	2,000	4,030	3,000
Municipal Jury Fund	75	80	-	81	100
Consolidated Court Security & Technology Fees	-	1,219	5,700	6,800	5,700
TOTAL REVENUE	112,445	-	123,944	109,700	114,966
EXPENDITURES					
Fees	72,391	76,174	71,042	71,042	74,160
<i>State Comptroller</i>	<i>69,415</i>	<i>70,196</i>		<i>68,388</i>	
<i>Collection Services</i>	<i>24</i>	<i>360</i>		<i>66</i>	
<i>Collections Agency Fee</i>	<i>2,953</i>	<i>5,618</i>		<i>2,588</i>	
Municipal Court Expenses	1,819	9,600	12,000	9,775	12,000
Court Building Security	828	1,800	-	-	-
Computers, Software & Maintenance	5,645	3,241	-	-	4,000
Consolidated Court Security & Technology	-	465	5,300	5,150	5,300
<i>Adobe Annual Subscription (1 user)</i>					
<i>FundView Annual Subscription</i>					
<i>Baliff Services</i>					
TOTAL EXPENDITURES	80,682	-	91,280	88,342	85,967
REVENUE OVER/(UNDER) EXPENSES	31,763	32,664	21,358	28,999	15,340

Town of Bartonville
Proposed FY2026-2027
FUND 600 287(g)

		<u>FY2027</u>
		<u>PROPOSED</u>
REVENUES		
Transferred In		580,000
TOTAL REVENUE		<u>580,000</u>
EXPENDITURES		
Axon Body Cameras		15,000
Cell Phone Charges		7,500
Computer, Software & Maintenance		42,150
	<i>2 new computers</i>	<i>7000</i>
	<i>Datamax Monthly Service</i>	<i>21000</i>
	<i>Adobe Annual Subscriptions</i>	<i>550</i>
	<i>Tyler Technologies (Brazos & 2 receipt printers)</i>	<i>6600</i>
	<i>Blue Voice</i>	<i>7000</i>
Dues & Memberships		2,000
Equipment (Flock)		52,000
Equipment (Radios)		12,000
Small Equipment Purchase/Repair		9,000
Squad Car Accessories		1,000
Fuel		40,000
Travel & Training		10,000
Uniforms		15,000
Vehicle Maintenance		15,000
New Vehicle		100,000
Vehicle Replacement		58,314
TOTAL EXPENDITURES		<u>378,964</u>
REVENUE OVER/(UNDER) EXPENSES		<u>201,036</u>

Town of Bartonville
Proposed FY2026-2027
FUND 800 BCDC

	FY2024 Actual	FY2025 Actual	FY2026 Approved	FY2026 YTD	FY2027 PROPOSED
REVENUES					
Sales Tax Revenue	116,399	122,824	120,000	106,396	110,000
Interest Earned	39,194	27,469	25,000	23,290	20,000
Transfer In	143,500	-	16,125	-	164,625
TOTAL REVENUE	299,093	150,293	161,125	129,686	294,625
EXPENDITURES					
Computers, Software & Maintenance	-	3,000	3,000	3,000	3,000
Consulting Fees	3,000	-	1,500	-	1,500
Copier/Printing Expense and Supplies	-	-	500	-	500
Grant Expenses	243,500	8,700	100,000	-	100,000
Marketing	8,700	19,585	14,000	14,000	14,000
Legal	753	1,227	1,500	53	1,500
Old Town Improvements	35,035	4,000	-	-	-
Old Town Maintenance & Repairs	15,083	13,642	10,000	18,797	23,000
Traffic Study	7,548	-	10,000	-	10,000
Postage	-	730	625	-	625
Professional Development	-	-	-	-	500
Salary Transfer to Town	10,000	10,000	20,000	-	20,000
Transfers Out	37,691	-	-	-	-
Beautification/Drainage/Erosion Control	-	-	-	-	120,000
TOTAL EXPENDITURES	361,309	60,885	161,125	35,850	294,625
REVENUE OVER/(UNDER) EXPENSES	(62,216)	89,408	-	93,836	-

Town of Bartonville
Proposed FY2026-2027
FUND 900 CCPD

	FY2024	FY2025	FY2026	FY2026	FY2027
	Actual	Actual	Amended	YTD	PROPOSED
REVENUES					
Sales Tax Revenue	130,958	139,259	130,000	127,336	130,000
Use of Reserves <i>(from Fund Balance)</i>	-	-	60,000	31,972	-
Interest Earned	17,723	11,397	8,500	6,473	7,000
Transfer In <i>(from Fund Balance)</i>	156,000		34,514	34,514	77,014
TOTAL REVENUE	304,681	150,656	233,014	200,295	214,014
EXPENDITURES					
Bonds	140	140	200	140	200
Vehicle Maintenance	16,000	12,392	-	-	-
Blue Santa	339	1,748	1,500	-	1,500
Cell Phone Charges	-	5,940	-	-	-
Computers, Software & Maintenance	4,048	22,400	-	-	-
Other	500	-	-	-	-
Datamax Project Contingency	-	540	-	-	-
Computer Hardware Improvements	-	26,173	-	-	Fund 600*
<i>Equipment (Flock)</i>	44,473	29,969	50,000	50,000	Fund 600*
National Night Out	2,439	2,225	3,000	2,407	3,000
Salary Transfer to Town	-	30,000	30,000	-	30,000
<i>Small Equipment Purchase/Repair</i>	-	4,747	-	-	Fund 600*
<i>Axon Body Cameras</i>	-	16,780	35,000	35,462	Fund 600*
<i>Training Expense</i>	-	4,149	5,000	5,000	Fund 600*
<i>Uniform & Apparel Expense</i>	10,303	9,801	9,000	8,972	Fund 600*
<i>Vehicle Replacement</i>	155,523		98,314	98,313	Fund 600*
<i>Squad Car Accessories</i>	14,600	685	1,000	-	Fund 600*
TOTAL EXPENDITURES	248,364	167,690	233,014	200,295	34,700
REVENUE OVER/(UNDER) EXPENSES	56,317	(17,034)	-	-	179,314

2026 Tax Rate Calculation Notice Taxing

Unit Name: Town of Bartonville

Attached are the following documents:

No New Revenue and Voter Approval Tax Rate Worksheets
Notice of Tax Rates (required to be posted on taxing unit website)

Approving Rates: Section 8 on worksheet shows the following rates

No New Revenue Rate
Voter Approval Rate
Di Minimis Rate (if applicable)

Please review these documents carefully and notify our office of any changes that need to be made. If any changes are made, our office will send out new documents including the revisions. Once you are satisfied that the calculation is correct, please sign this document stating that you approve the calculation worksheet that is attached to this document.

Proposed M&O: 0.173646 (Maintenance & Operation Rate)

Proposed I&S: Not Applicable (Interest & Sinking or Debt Rate)

Proposed Total Rate: 0.173646

As a representative of Town of Bartonville, I approve the Tax Rate Calculation and have provided the proposed tax rate for the taxing entity listed above.

Kirk Riggs, Town Administrator
Printed Name

Signature

Date

2026 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Fiscal Year 2026-2027 Budget

Page 29 of 40

Form 50

Item G2.

TOWN OF BARTONVILLE

Taxing Unit Name

Phone (area code and number)

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.¹ Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

<https://www.dentoncounty.gov/DocumentCenter/Index/865>

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ²	\$ 846,893,805
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ³	\$ 172,867,430
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 674,026,375
4.	Prior year total adopted tax rate.	\$ 0.173646 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values:..... \$ 41,615,830 B. Prior year values resulting from final court decisions:..... - \$ 31,175,697 C. Prior year value loss. Subtract B from A. ⁴	\$ 10,440,133

¹ Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(14)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. Prior year ARB certified value: \$ 3,246,000	
	B. Prior year disputed value: - \$ 649,200	
	C. Prior year undisputed value. Subtract B from A. ⁵	\$ 2,596,800
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 13,036,933
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 687,063,308
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year. Enter the prior year value of property in deannexed territory. ⁶	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.	
	A. Absolute exemptions. Use prior year market value: \$ 0	
	B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 7,247,093	
	C. Value loss. Add A and B. ⁷	\$ 7,247,093
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.	
	A. Prior year market value: \$ 62,639	
	B. Current year productivity or special appraised value: - \$ 1,942	
	C. Value loss. Subtract B from A. ⁸	\$ 60,697
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 7,307,790
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁹ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 679,755,518
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 1,180,368
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ¹⁰	\$ 8,551
17.	Adjusted prior year levy with refunds. Add Lines 15 and 16. ¹¹	\$ 1,188,919

⁵ Tex. Tax Code §26.012(13)

⁶ Tex. Tax Code §26.012(15)

⁷ Tex. Tax Code §26.012(15)

⁸ Tex. Tax Code §26.012(15)

⁹ Tex. Tax Code §26.03(c)

¹⁰ Tex. Tax Code §26.012(13)

¹¹ Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹² A. Certified values: \$ 950,511,244 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. ¹³ Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110. ¹⁴ Enter the total from Form 50-110 - \$ 0 E. Total current year value. Add A and B, then subtract C and D. \$ 950,511,244	
19.	Total value of properties under protest or not included on certified appraisal roll. ¹⁵ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁶ \$ 7,540,438 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁷ + \$ 0 C. Total value under protest or not certified. Add A and B. \$ 7,540,438	
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁸	\$ 179,092,004
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁹ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico. ²⁰ If completing this line, the taxing unit must include supporting documentation in Section 9. ²¹ Taxing units that are not affected, enter 0.	\$ 0
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21. ²²	\$ 778,959,678
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ²³	\$ 0
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ²⁴	\$ 58,638,769

¹² Tex. Tax Code §§26.012(6) and 26.04(c-2)¹³ Tex. Tax Code §26.03(c)¹⁴ Tex. Tax Code §26.03(e)¹⁵ Tex. Tax Code §26.01(c) and (d)¹⁶ Tex. Tax Code §26.01(c)¹⁷ Tex. Tax Code §26.01(d)¹⁸ Tex. Tax Code §26.012(6)(B)¹⁹ Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)²⁰ Tex. Tax Code §26.012(1-a)²¹ Tex. Tax Code §26.04(d-3)²² Tex. Tax Code §26.012(6)²³ Tex. Tax Code §26.012(17)²⁴ Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 58,638,769
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 720,320,909
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²⁵	\$ 0.165054 /\$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁶	\$ /\$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing unit's overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.²⁷ This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.173646 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 687,063,308
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 1,193,057
32.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year..... + \$ 8,551 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ 0 C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ 8,551 E. Add Line 31 to 32D.	\$ 1,201,608
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 720,320,909
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.166815 /\$100

²⁵ Tex. Tax Code §26.04(c)

²⁶ Tex. Tax Code §26.04(d)

²⁷ Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet	Amount
35.	Rate adjustment for state criminal justice mandate. ²⁸ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0. \$ 0.000000 /\$100	
36.	Rate adjustment for indigent health care expenditures. ²⁹ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..... \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose..... - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0. \$ 0.000000 /\$100	
37.	Rate adjustment for county indigent defense compensation. ³⁰ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose..... \$ 0 B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0. \$ 0.000000 /\$100	
38.	Rate adjustment for county hospital expenditures. ³¹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0 B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0. \$ 0.000000 /\$100	

²⁸ Tex. Tax Code §26.044

²⁹ Tex. Tax Code §26.0441

³⁰ Tex. Tax Code §26.0442

³¹ Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ 0 B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100 \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0. \$ 0.000000 /\$100	
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ 0.166815 /\$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 0 B. Divide Line 41A by Line 33 and multiply by \$100 \$ 0.000000 /\$100 C. Add Line 41B to Line 40. \$ 0.166815 /\$100	
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ 0.172653 /\$100
D42.	Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. ³² If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: A. The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 ³³ \$ 0.000000 /\$100 - or - B. The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. ³⁴ Complete Section 5 through Line 68 to complete D42(B). a. Enter the disaster relief cost. \$ 0 b. Disaster relief rate. Divide Line D42(B)(a) by Line 26 and multiply by 100 \$ 0.000000 /\$100 c. Add Line D42(B)(b) to Line 42. \$ 0.000000 /\$100 d. Enter the current year unused increment rate from Line 68 \$ 0.000000 /\$100 e. Add Line D42(c) to Line D42(d). \$ 0.000000 /\$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. C. Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). ³⁵ \$ 0.000000 /\$100 If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	

³² Tex. Tax Code §26.042

³³ Tex. Tax Code §26.042(a-2)(1)

³⁴ Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)

³⁵ Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.³⁶ Enter debt amount \$ 0 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 0	
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³⁷	\$ 0
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 0
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector.³⁸ 100.00 % B. Enter the prior year actual collection rate..... 98.23 % C. Enter the 2024 actual collection rate. 99.57 % D. Enter the 2023 actual collection rate. 98.36 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.³⁹ 100.00 %	
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 0
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 778,959,678
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.000000 /\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.172653 /\$100
D50.	Disaster Line 50 (D50): Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	\$ 0.000000 /\$100
51.	COUNTIES ONLY. Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	\$ _____ /\$100

³⁶ Tex. Tax Code §26.012(7)

³⁷ Tex. Tax Code §§26.012(10) and 26.04(b)

³⁸ Tex. Tax Code §26.04(b))

³⁹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ⁴⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ⁴¹ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ⁴² - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 778,959,678
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ 0.000000 /\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ⁴³ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.165054 /\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.165054 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ⁴⁴ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.172653 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0.172653 /\$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴⁶	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 778,959,678
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0.000000 /\$100
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ 0.172653 /\$100

⁴⁰ Tex. Tax Code §26.041(d)⁴¹ Tex. Tax Code §26.041(i)⁴² Tex. Tax Code §26.041(d)⁴³ Tex. Tax Code §26.04(c)⁴⁴ Tex. Tax Code §26.04(c)⁴⁵ Tex. Tax Code §26.045(d)⁴⁶ Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴⁷ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁸

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁵⁰ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁵¹

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁵²

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value	
	A. Voter-approval tax rate (Line 69).....	\$ 0.167738 /\$100
	B. Unused increment rate (Line 68).....	\$ 0.000000 /\$100
	C. Subtract B from A.....	\$ 0.167738 /\$100
	D. Adopted Tax Rate.....	\$ 0.173646 /\$100
	E. Subtract D from C.....	\$ -0.005908 /\$100
	F. 2025 Total Taxable Value (Line 61).....	\$ 684,198,911
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
65.	Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value	
	A. Voter-approval tax rate (Line 68).....	\$ 0.181560 /\$100
	B. Unused increment rate (Line 67).....	\$ 0.013051 /\$100
	C. Subtract B from A.....	\$ 0.168509 /\$100
	D. Adopted Tax Rate.....	\$ 0.173646 /\$100
	E. Subtract D from C.....	\$ -0.005137 /\$100
	F. 2024 Total Taxable Value (Line 60).....	\$ 616,546,396
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
66.	Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67).....	\$ 0.187639 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.031526 /\$100
	C. Subtract B from A.....	\$ 0.156113 /\$100
	D. Adopted Tax Rate.....	\$ 0.173646 /\$100
	E. Subtract D from C.....	\$ -0.017533 /\$100
	F. 2023 Total Taxable Value (Line 60).....	\$ 549,182,086
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 0
68.	2026 Unused Increment Rate. Divide Line 67 by Line 22 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ 0.000000 /\$100
69.	Total 2026 voter-approval tax rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.172653 /\$100

⁴⁷ Tex. Tax Code §26.013(b)

⁴⁸ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴⁹ Tex. Tax Code §26.04(c)(2)(A) and 26.042(a)

⁵⁰ Tex. Tax Code §26.0501(a) and (c)

⁵¹ Tex. Local Gov't Code §120.007(d)

⁵² Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁵³

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁵⁴

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.166815 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 778,959,678
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.064188 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.000000 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.231003 /\$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁵

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2025 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.173646 /\$100
76.	Adjusted 2025 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵⁶ If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁷ Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	\$ 0.000000 /\$100
77.	Increase in 2025 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0.000000 /\$100
78.	Adjusted 2025 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 679,755,518
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 720,320,909
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵⁸	\$ 0.000000 /\$100
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ 0.172653 /\$100

⁵³ Tex. Tax Code §26.012(8-a)

⁵⁴ Tex. Tax Code §26.063(a)(1)

⁵⁵ Tex. Tax Code §26.042(b)

⁵⁶ Tex. Tax Code §26.042(c)

⁵⁷ Tex. Tax Code §26.042(b)

⁵⁸ Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Item G2.

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.165054 /\$100

As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate. \$ 0.172653 /\$100

As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 50

De minimis rate. \$ 0.231003 /\$100

If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁹print
here

Kirk Ruggs

Printed Name of Taxing Unit Representative

sign
here

A. Ruggs

Taxing Unit Representative

8.6.2026

Date

⁵⁹ Tex. Tax Code §26.04(c-2) and (d-2)

Notice About 2026 Tax Rates

Property tax rates in TOWN OF BARTONVILLE.

This notice concerns the 2026 property tax rates for TOWN OF BARTONVILLE. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per \$100 of property value.

This year's no-new-revenue tax rate	\$0.165054/\$100
This year's voter-approval tax rate	\$0.172653/\$100

To see the full calculations, please visit 1505 E. McKinney Street Denton, TX 76209 for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
--------------	---------

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
	0	0	0	0
Total required for 2026 debt service				\$0
- Amount (if any) paid from funds listed in unencumbered funds				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2026				\$0
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2026				\$0
= Total debt levy				\$0

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Dawn Waye, Denton County Tax Assessor/Collector on 08/05/2026 .

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas 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.



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Discuss and consider approval of an Ordinance approving the 2026 Certified Property Tax Values, levying taxes, and fixing and adopting the tax rate on all taxable property within the corporate limits of the Town at the rate of **\$0.173646** per one hundred (\$100.00) dollars of assessed valuation on taxable property; and providing an effective date.

SUMMARY:

Per Texas State Laws, the Town is required to publish notice concerning the 2026 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 is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code. If the Town of Bartonville adopts the proposed tax rate, the Town of Bartonville is not required to hold an election so that voters may accept or reject the proposed tax rate and the qualified voters of the Town of Bartonville may not petition the Town of Bartonville to require an election to be held to determine whether to reduce the proposed tax rate. However, citizens may still express their support for or opposition to the proposed tax rate.

No-new-revenue Rate	\$0.165054
Voter-approval Rate	\$0.172653
Proposed Rate	\$0.173646
De minimis Rate	\$0.231003

The proposed rate of **\$0.173646** per assessed valuation is the current tax rate.

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.

The total taxable value on the 2026 appraisal roll including estimated values is \$958,593,299.00.

RECOMMENDED MOTION OR ACTION:

I move that the property tax rate be increased by the adoption of a tax rate of **\$0.173646**, which is effectively a 3.50% percent increase in the tax rate and approve Ordinance No. 808-26 as presented."

ATTACHMENTS:

- ORD 808-26 Approving 2026 Tax Values, Levying Taxes & Adopting Tax Rate

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. 808-26**

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS APPROVING THE 2026 CERTIFIED PROPERTY TAX ROLLS FOR THE TOWN OF BARTONVILLE AND SETTING, FIXING, AND ADOPTING THE TAX RATE ON TAXABLE PROPERTY WITHIN THE TOWN LIMITS OF THE TOWN OF BARTONVILLE FOR TAX YEAR 2026; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING APPLICATION OF TAXES COLLECTIBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bartonville is a Type A General Law Municipality located in Denton County, Texas; and

WHEREAS, the Appraisal Review Board of the Denton County Central Appraisal District has provided the Town with the 2026 tax roll for the Town of Bartonville.

WHEREAS, Section 26.05 of the Texas Tax Code requires that the Town of Bartonville, Texas (the "Town"), adopt a tax rate for 2026 by September 30, 2026; and

WHEREAS, pursuant to Chapter 26 of the Texas Tax Code, the Tax Assessor-Collector for the Town has calculated the tax rate for 2026 which cannot be exceeded without requisite publications and public hearings; and

WHEREAS, Section 26.05(a) of the Texas Tax Code provides that the tax rate consists of two components, one of which will impose the amount of taxes needed to pay debt service, and the other of which will impose the amount of taxes needed to fund maintenance and operation expenses for the next year, and each of which must be approved separately; and

WHEREAS, the tax rate set forth herein consists of two components, as required, and they are approved separately; and

WHEREAS, upon full review and consideration of the matter, the Town Council is of the opinion that the tax rate for the year 2026 set, fixed and adopted herein below is proper.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Approval of 2026 Certified Property Tax Values. The Town Council hereby approves the 2026 Certified Property Tax Rolls for the Town of Bartonville, Texas in the amount of \$958,593,299.00, as submitted by the Denton County Appraisal District to the Town, attached hereto as **Exhibit "A"** and incorporated as if set forth fully herein.

Section 3. Tax Rate Adopted. The tax rate is hereby levied and ordered to be assessed and collected at an ad valorem tax rate of **\$0.173646** on each One Hundred Dollars (\$100.00) of assessed valuation for all taxable property located in the Town of Bartonville on the 1st day of January 2026, and not exempted from taxation by the constitution and laws of the State of Texas, to provide for the expenses of the Town of Bartonville for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027. The tax rate is made up of only a maintenance and operations component, as follows:

For the maintenance and support of the General Government (General Fund) for the fiscal year 2026-2027, **\$0.173646** on each \$100 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000.00 HOME BY APPROXIMATELY \$5.84.

Section 4. Due Date of Taxes. That taxes levied under this ordinance shall be due October 1, 2026, and if not paid on or before January 31, 2027, shall immediately become delinquent. Penalties and interest as provided by state law shall accrue after January 31 of the year following the year in which the taxes are assessed. However, if the entire taxes due as provided herein are paid in full by January 31 of the year following the year in which the taxes are assessed, no penalty or interest shall be due.

Section 5. Place of Payment/Collection. Taxes are payable at the office of the Denton County Tax Assessor/Collector. The Town shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Section 6. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

Section 7. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Town hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law after its passage by at least 60% of the Council by a record vote.

PRESENTED APPROVED THIS 15TH DAY OF SEPTEMBER 2026 BY A VOTE OF ____ AYES, ____ NAYS, ____ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE TEXAS.

Vote on Motion	FOR	AGAINST	ABSENT	ABSTAIN
Margie Arens, Place 5/Mayor Pro Tem				
Rick Lawrence, Place 1				
Matt Chapman, Place 2				
Clay Sams, Place 3				
Keith Crandall, Place 4				

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

Exhibit "A"
2026 Certified Property Tax Values for the Town of Bartonville, Texas

DRAFT

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (950)	(Count) (7)	(Count) (957)
Land HS Value	365,297,221	1,989,054	367,286,275
Land NHS Value	125,341,473	1,482,002	126,823,475
Land Ag Market Value	384,528,665	4,869,676	389,398,341
Land Timber Market Value	0	0	0
Total Land Value	875,167,359	8,340,732	883,508,091
Improvement HS Value	487,537,417	3,823,540	491,360,957
Improvement NHS Value	89,376,406	964,374	90,340,780
Total Improvement	576,913,823	4,787,914	581,701,737
Market Value	1,452,081,182	13,128,646	1,465,209,828
BUSINESS PERSONAL PROPERTY	(255)	(0)	(255)
Market Value	42,350,889	0	42,350,889
OIL & GAS / MINERALS	(55)	(0)	(55)
Market Value	768,240	0	768,240
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (1,260)	(Total Count) (7)	(Total Count) (1,267)
TOTAL MARKET	1,495,200,311	13,128,646	1,508,328,957
Ag Productivity	42,417	626	43,043
Ag Loss (-)	384,486,248	4,869,050	389,355,298
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	1,110,714,063	8,259,596	1,118,973,659
	99.3%	0.7%	100.0%
HS CAP Limitation Value (-)	77,496,223	77,679	77,573,902
CB CAP Limitation Value (-)	22,648,393	49,862	22,698,255
NET APPRAISED VALUE	1,010,569,447	8,132,055	1,018,701,502
Total Exemption Amount	60,058,203	50,000	60,108,203
NET TAXABLE	950,511,244	8,082,055	958,593,299
TAX LIMIT/FREEZE ADJUSTMENT	178,022,785	1,069,219	179,092,004
LIMIT ADJ TAXABLE (I&S)	772,488,459	7,012,836	779,501,295
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	772,488,459	7,012,836	779,501,295

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX

\$1,550,298.64 = 779,501,295 * (0.173646 / 100) + \$196,725.82

NOT UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	1,354,890	1,254,890	1,666.63	1,666.63	2
OV65	184,483,468	169,369,899	188,087.54	192,819.69	209
OV65S	8,047,996	7,397,996	6,018.98	6,143.88	13
Total	193,886,354	178,022,785	195,773.15	200,630.2	224
Tax Rate: 0.173646					

UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
OV65	1,119,219	1,069,219	952.67	952.67	1
Total	1,119,219	1,069,219	952.67	952.67	1
Tax Rate: 0.173646					

TOTAL

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	1,354,890	1,254,890	1,666.63	1,666.63	2
OV65	185,602,687	170,439,118	189,040.21	193,772.36	210
OV65S	8,047,996	7,397,996	6,018.98	6,143.88	13
Total	195,005,573	179,092,004	196,725.82	201,582.87	225
Tax Rate: 0.173646					

EXEMPTIONS Exemption	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
OV65-Local	10,474,221	222	50,000	1	10,524,221	223
OV65-State	0	0	0	0	0	0
OV65-Prorated	0	0	0	0	0	0
OV65S-Local	650,000	13	0	0	650,000	13
OV65S-State	0	0	0	0	0	0
OV65S-Prorated	0	0	0	0	0	0
DP-Local	100,000	2	0	0	100,000	2
DP-State	0	0	0	0	0	0
DP-Prorated	0	0	0	0	0	0
DVHS	9,180,869	11	0	0	9,180,869	11
DVHS-Prorated	0	0	0	0	0	0
Subtotal for Homestead Exemptions	20,405,090	248	50,000	1	20,455,090	249
Disabled Veterans Exemptions						
DV1	10,000	2	0	0	10,000	2
DV2	43,500	4	0	0	43,500	4
DV3	12,000	1	0	0	12,000	1
DV4	112,185	15	0	0	112,185	15
DV4S	12,000	1	0	0	12,000	1
Subtotal for Disabled Veterans Exemptions	189,685	23	0	0	189,685	23
Special Exemptions						
EX366	3,627	16	0	0	3,627	16
PPV	40,000	1	0	0	40,000	1
Subtotal for Special Exemptions	43,627	17	0	0	43,627	17
Absolute Exemptions						
Exempt UD	6,032,710	3	0	0	6,032,710	3
EX-XN	2,217,051	12	0	0	2,217,051	12
EX-XN-PRORATED	0	0	0	0	0	0
EX-XR	1,364,697	3	0	0	1,364,697	3
EX-XR-PRORATED	0	0	0	0	0	0
EX-XU	1,537,928	2	0	0	1,537,928	2
EX-XU-PRORATED	0	0	0	0	0	0
EX-XV	19,324,200	39	0	0	19,324,200	39
EX-XV-PRORATED	0	0	0	0	0	0
Subtotal for Absolute Exemptions	30,476,586	59	0	0	30,476,586	59

EXEMPTIONS	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
	Exemption	Total	Count	Total	Count	Total
Other Exemptions						
	Animal Feed Held For Sale	34,268	1	0	0	34,268
	BPPEX	6,130,232	130	0	0	6,130,232
	BPPEX-AL	504,678	11	0	0	504,678
	BPPEX-TU	719,847	94	0	0	719,847
	BPPEX-UD	1,554,190	17	0	0	1,554,190
	Subtotal for Other Exemptions	8,943,215	253	0	0	8,943,215
	Total:	60,058,203	600	50,000	1	60,108,203

New Value

Total New Market Value: \$58,691,821
Total New Taxable Value: \$58,638,769

JETI

New Market Value: \$0
New Taxable Value: \$0

Chapter 313

New Market Value: \$0
New Taxable Value: \$0

TIF/TIRZ

New Market Value: \$0
New Taxable Value: \$0

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
EX-XN	11.252 Motor vehicles leased for personal use	12	0
Absolute Exemption Value Loss:		12	0

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
AFHS	Animal Feed Held For Sale	1	34,268
BPPEX	BPPEX	118	5,963,426
BPPEX-AL	BPPEX- Split EX Between Related Business Entities	9	502,170
BPPEX-TU	BPPEX- Split EX For Leasing or Multi-location	27	577,229
DV1	Disabled Veterans 10% - 29%	1	5,000
DV4	Disabled Veterans 70% - 100%	1	0
OV65	Over 65	3	125,000
PPV	Personal Property Vehicle (Unused Special Exem...	1	40,000
Partial Exemption Value Loss:		161	7,247,093
Total NEW Exemption Value			7,247,093

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		0	0
Total Exemption Value Loss:			7,247,093

New Special Use (Ag/Timber)

Count	2025 Market Value	2026 Special Use	Loss
17	62,639	1,942	-60,697

New Annexations/Deannexations

Count	Market Value	Taxable Value
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Average Homestead Value

Categor	Count of HS Res	Avg Market	Avg Exempt	Med Market	Med Exempt	Avg Taxable	Med Taxable
A Only	365	1,385,743	11,821	1,173,000	0	1,188,779	1,003,090
A & E	505	1,300,385	18,180	1,096,418	0	1,130,362	960,247

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
7	13,128,646	11,809,327	7,540,438

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	507		42,015,115	650,645,909	566,320,856
B	Multifamily Residential	1		747,223	747,223	667,667
C1	Vacant Lots and Tracts	82		0	41,545,687	37,382,881
D1	Qualified Open-Space Land	272	2,235.52	0	384,528,665	41,363
D2	Farm or Ranch Improvements on Qualified	129		132,244	9,796,555	8,701,289
E	Rural Land,Not Qualified for Open-Space Land	233		12,756,737	232,945,418	207,452,644
F1	Commercial Real Property	37		1,904,385	100,536,057	98,110,216
F2	Industrial Real Property	3		0	346,530	346,530
G1	Oil and Gas	55		0	768,240	681,306
J2	Gas Distribution Systems	2		0	97,380	0
J3	Electric Companies (including Co-ops)	4		0	3,092,313	2,173,331
J4	Telephone Companies (including Co-ops)	6		0	637,290	24,380
J6	Pipelines	4		0	327,260	0
J7	Cable Companies	1		0	7,409,240	7,284,240
L1	Commercial Personal Property	218		0	22,474,131	15,299,691
L2	Industrial and Manufacturing Personal Property	1		0	16,640	0
M1	Mobile Homes	1		0	97,082	97,082
O	Residential Inventory	11		1,136,117	8,092,332	5,562,580
S	Special Inventory	1		0	135,303	29,284
XB	Income Producing Tangible Personal	1		0	484,470	335,904
XN	Motor Vehicles Leased for Personal Use (§11.	12		0	2,217,051	0
XR	Nonprofit Water or Wastewater Corporation	3		0	1,364,697	0
XV	Other Totally Exempt Properties (including	44		0	26,894,838	0
Totals:			2,235.52	58,691,821	1,495,200,311	950,511,244

Under Review						
Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	1		0	1,000,186	1,000,186
C1	Vacant Lots and Tracts	2		0	947,884	900,840
D1	Qualified Open-Space Land	3	24.08	0	4,869,676	626
D2	Farm or Ranch Improvements on Qualified	3		0	103,432	100,614
E	Rural Land,Not Qualified for Open-Space Land	4		0	6,207,468	6,079,789
Totals:			24.08	0	13,128,646	8,082,055

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	508		42,015,115	651,646,095	567,321,042
B	Multifamily Residential	1		747,223	747,223	667,667
C1	Vacant Lots and Tracts	84		0	42,493,571	38,283,721
D1	Qualified Open-Space Land	275	2,259.6	0	389,398,341	41,989
D2	Farm or Ranch Improvements on Qualified	132		132,244	9,899,987	8,801,903
E	Rural Land,Not Qualified for Open-Space Land	237		12,756,737	239,152,886	213,532,433
F1	Commercial Real Property	37		1,904,385	100,536,057	98,110,216
F2	Industrial Real Property	3		0	346,530	346,530
G1	Oil and Gas	55		0	768,240	681,306
J2	Gas Distribution Systems	2		0	97,380	0
J3	Electric Companies (including Co-ops)	4		0	3,092,313	2,173,331
J4	Telephone Companies (including Co-ops)	6		0	637,290	24,380
J6	Pipelines	4		0	327,260	0
J7	Cable Companies	1		0	7,409,240	7,284,240
L1	Commercial Personal Property	218		0	22,474,131	15,299,691
L2	Industrial and Manufacturing Personal Property	1		0	16,640	0
M1	Mobile Homes	1		0	97,082	97,082
O	Residential Inventory	11		1,136,117	8,092,332	5,562,580
S	Special Inventory	1		0	135,303	29,284
XB	Income Producing Tangible Personal	1		0	484,470	335,904
XN	Motor Vehicles Leased for Personal Use (§11.	12		0	2,217,051	0
XR	Nonprofit Water or Wastewater Corporation	3		0	1,364,697	0
XV	Other Totally Exempt Properties (including	44		0	26,894,838	0
Totals:			2,259.6	58,691,821	1,508,328,957	958,593,299

Rank	Owner ID	Taxpayer Name	Market Value	Taxable Value
1	834453	A-S 114 LANTANA TOWN CENTER LP	\$21,495,036	\$20,125,660
2	892050	A-S 114 LANTANA TC PHASE 2 LP	\$15,045,942	\$15,045,942
3	834512	KROGER TEXAS LP	\$12,471,568	\$12,471,568
4	486141	DENMISS LLC	\$10,957,044	\$10,836,187
5	1788371	Spectrum Gulf Coast LLC	\$7,409,240	\$7,284,240
6	1776914	1200 ROCKGATE LLC	\$12,000,000	\$6,253,293
7	1752662	CARTER, CRAIG & CAROL TRS CARTER	\$6,854,683	\$5,876,095
8	1831475	KNIGHT DEVELOPMENT GROUP LLC	\$5,742,000	\$5,742,000
9	1786929	BRYFAM PROPERTIES LLC	\$5,850,000	\$5,227,155
10	954757	BRYFAM PROPERTIES, LLC	\$5,200,000	\$5,200,000
11	1031287	ROMNEY, NATHAN SCOTT & LANNI	\$5,052,000	\$5,052,000
12	912976	KROGER TEXAS LP	\$5,133,354	\$5,022,531
13	1896588	NEECE, PHIL TR RAYMOND 2025 TRUST	\$4,901,222	\$4,901,222
14	1941230	GARMAN, J S REVOCABLE LIVING TRUST	\$4,726,434	\$4,726,434
15	1909136	KNIGHT, ROBERT R & JOELENE TRS	\$17,011,403	\$4,670,734
16	1933825	PALMER, NEIL	\$4,542,643	\$4,542,643
17	1743106	POLK, CHRISTOPHER & JENNIFER	\$4,520,129	\$4,520,129
18	1795234	5BAR HUDSON HILLS LLC	\$4,672,292	\$4,252,447
19	1842580	JONES, BRENT	\$4,009,584	\$4,009,584
20	1037024	EXCHANGERIGHT NET LEASED	\$3,956,500	\$3,956,500
Total			\$161,551,074	\$139,716,364



TOWN COUNCIL COMMUNICATION

DATE: September 15, 2026

FROM: Kirk Riggs, Town Administrator

AGENDA ITEM: Discuss and consider a Resolution acknowledging and ratifying that the adoption of the Fiscal Year 2026-2027 Annual Budget will require raising more revenue from property taxes than in the previous Fiscal Year and ratifying the property tax increase reflected in the budget; and providing an effective date.

SUMMARY:

Ratification of the tax rate increase in the budget is required by Tex. Loc. Gov't Code Ann. § 102.007(c).

Section 102.007(c) provides as follows:

- (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 26,1 Tax Code, or other law.

When the budgeted expenditures in an adopted budget require more property tax revenue than were required to fund the budget adopted in the preceding year, Section 102.007 requires a separate vote in addition to the vote on the Budget and the vote on the tax rate. The order of adoption is: (1) Budget; (2) Tax Rate; and (3) Ratify Property Tax Increase. This section applies to the Town because the ad valorem tax revenues have increased (due to increased valuation and new value), and the Town is including those increased funds in its budget to pay for more goods and services than it paid for in the prior budget.

FISCAL INFORMATION: N/A

RECOMMENDED MOTION OR ACTION:

Motion to approve a Resolution acknowledging and ratifying that the adoption of the Fiscal Year 2026-2027 Annual Budget will require raising more revenue from property taxes than in the previous Fiscal Year and ratifying the property tax increase reflected in the budget; and providing an effective date. as presented.

ATTACHMENTS:

- RES 2026-15 Tax Rate Ratification

**TOWN OF BARTONVILLE
RESOLUTION NO. 2026-15**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2026-2027 ANNUAL BUDGET AND ACKNOWLEDGING THAT THE BUDGET WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS FISCAL YEAR; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR RATIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town Council (the "Council") of the Town of Bartonville wishes to comply with Section 102.007 of the Local Government Code; and

WHEREAS, Section 102.007 of the Local Government Code requires a separate vote of the Council to ratify the property tax increase reflected in the budget if the budget will require raising more revenue from property taxes than the previous fiscal year; and

WHEREAS, this Resolution satisfies the aforementioned requirement.

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

Section 1. Recitals Incorporated. The facts and recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. Ratification and Acknowledgement. The Council hereby ratifies the property tax increase reflected in the Fiscal Year 2026-2027 annual budget and acknowledges that the budget will raise more revenue from property taxes than the previous fiscal year's budget by \$151,023 and of that amount \$101,824 is tax revenue to be raised from new property added to the tax roll this year.

Section 3. Effective Date. This Resolution shall take effect upon its passage as required by law.

PASSED AND APPROVED by the Town Council of the Town of Bartonville, Texas on this 15th day of September 2026 by a vote of ___ Ayes, ___ Nays, ___ Abstentions at a regular meeting of the Town Council of the Town of Bartonville, Texas.

Vote on Motion	FOR	AGAINST	ABSENT	ABSTAIN
Margie Arens, Place 5/Mayor Pro Tem				
Rick Lawrence, Place 1				
Matt Chapman, Place 2				
Clay Sams, Place 3				
Keith Crandall, Place 4				

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary