



TOWN COUNCIL REGULAR MEETING AGENDA

September 16, 2025 at 6:30 PM

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

A. CALL MEETING TO ORDER

B. PLEDGE OF ALLEGIANCE

C. CLOSED SESSION

Pursuant to the Open Meetings Act, Texas Government Code Chapter 551, the Town Council will recess into a Closed Executive Session in accordance with the following:

1. Section 551.074 Personnel Matters to deliberate and consider the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Board of Adjustment Chair, Planning & Zoning Commission Chair, and Bartonville Community Development Corporation Chair.

D. RECONVENE OPEN MEETING

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

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 Participation portion of the meeting or when the item is considered by the Town Council.

F. APPOINTED REPRESENTATIVE/LIAISON REPORTS

Council will receive and discuss the following reports:

1. Upper Trinity Regional Water District Report.
2. Denton County Emergency Services District #1.
3. Police Department – August 2025 Statistics/Activities.
4. Administration – August 2025 Reports: Financial, Animal Control and Code Enforcement, Engineering, Municipal Court, Permits, and Board Member Attendance.

G. CONSENT AGENDA

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

1. Consider approval of the September 2, 2025, Special Meeting Minutes.

2. Consider approval of an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 1, "General Provisions," Article 4, "Boards, Commissions and Committees", Division 2, "Planning and Zoning Commission," Section 1.04.035, "Meetings and Organization" and Division 3, "Board of Adjustment," Section 1.04.062, "Organization and Procedures," subsection (a), "Membership" by adding the provision that the Town Council will appoint the respective Chairs and removing the limitation on the number of successive terms of office for Chair.
3. Consider approval of a Resolution approving and adopting amendments to the Bartonville Community Development Corporation Bylaws by adding a provision that the Town Council will appoint the Chair.
4. Consider approval of amending Resolution No. 2024-14, restructuring the Special Events Advisory Committee by adding a provision that the Town Council will appoint the Chair.
5. Consider approval of a contractor services agreement with Steve Koehler for Building Inspection Services beginning October 1, 2025 through September 30, 2026; and authorize the Town Administrator to execute same on behalf of the Town.
6. Consider approval of a contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2025 through September 30, 2026; and authorize the Town Administrator to execute same on behalf of the Town.
7. Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2025 through September 30, 2026; and authorize the Town Administrator to execute same on behalf of the Town.
8. Consider approval of a contractor services agreement with Bureau Veritas North America, Inc. for Health Services beginning October 1, 2025 through September 30, 2026; 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 OSSF Services beginning October 1, 2025 through September 30, 2026; and authorize the Town Administrator to execute same on behalf of the Town.

H. 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 2025.
2. Discuss and consider a Preliminary Plat for High Plains at Furst Ranch encompassing approximately 461.421 acres of property situated in the Pinson Wiles Survey, Abstract Number 1339, and A.M. Feltus Survey, Abstract Number 1595, in the western Extraterritorial Jurisdiction (ETJ) of the Town of Bartonville, Denton County, Texas. The property is located generally east of State Highway 377 between Keith Road and Smoot Lane. The applicant is GMcivil on behalf of the owners ARROYO CAP V-1 LLC, SPUR FURST RANCH DEVELOPMENT, LP, and OLD WR RANCH I HACKER LP. [Town of Bartonville File Number PP-2025-002]. ***(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its September 3, 2025, meeting.)***
3. Discuss and consider a Final Plat for High Plains at Furst Ranch, Phase 4A encompassing approximately 34.940 acres of property situated in the Pinson Wiles Survey, Abstract Number 1339, in the Extraterritorial Jurisdiction (ETJ) of the Town of Bartonville, Denton County, Texas. The property is located generally east of State Highway 377 between Keith Road and Smoot Lane. The applicant is GMcivil on behalf of the owner ARROYO CAP V-1 LLC. [Town of Bartonville File Number FP-2025-003]. ***(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its September 3, 2025, meeting.)***

4. Discuss and consider approval of an Ordinance amending the Town’s Budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, as adopted by Ordinance 772-24; providing for adjustments to the General Fund and Bartonville Community Development Corporation budgets**.
5. Discuss and consider approval of an Ordinance approving and adopting the Town’s budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026**.
6. Discuss and consider approval of an Ordinance approving the 2025 Certified Property Tax Values, levying taxes, and fixing and adopting the tax rate on all taxable property within the corporate limits of the City at the rate of **\$0.173646** per one hundred (\$100.00) dollars of assessed valuation on taxable property; and providing an effective date.
7. Discuss and consider a Resolution acknowledging and ratifying that the adoption of the Fiscal Year 2025-2026 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.
8. Discuss and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 8, “Offenses and Nuisances,” Article 5, “Noise”, Section 08.05.004, “Environmental Sound Levels”, Subsection (c), “Sound Level Limits” and Section 08.05.006, “Noises Prohibited”, Subsection (4), “Construction Work” by defining Construction Work Allowed and Prohibited hours of operation; providing a penalty for violation; and providing an effective date.
9. Discuss and consider the appointment of chair to the following board, commission, and committee for the fiscal year 2025-2026 term:
 - a. Board of Adjustment
 - b. Bartonville Community Development Corporation
 - c. Bartonville Planning and Zoning Commission
 - d. Bartonville Special Events Advisory Committee
10. Discuss current ordinance procedures for processing Site Plans and other applications and provide direction to Staff regarding potential amendments.

H. FUTURE ITEMS

J. 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			
2024 Rate vs 2025 Proposed Rate vs 2025 No New Revenue Rate			
	Rate per \$100 of Value	Median-Valued Homestead Property	Tax Due
2024 Adopted Rate	0.173646	\$893,425	\$1,551
2025 Proposed Rate	0.173646		\$1,551
2025 No New Revenue Rate	0.161552		\$1,443

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.

/s/ Shannon Montgomery, Town Secretary

Posted: Wednesday, September 10, 2025, prior to 4:00 pm.

Agenda Removed from Town of Bartonville Bulletin Board on: _____

By: _____, *Title:* _____



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025
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

2025



Denton County ESD No. 1 & No. 2

AUGUST 2025

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Denton County ESD No. 1 & No. 2

AUGUST 2025

DCESD1 Personnel

Operations

Battalion Chiefs	3
Officers - Captains	12
Apparatus Operators (Engineers)	12
Full-Time Firefighters (active)	42
Part-Time Employees (active)	11
Injuries/light duty/inactive	0
Total Members	80

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
Total	9

Department Paid Total 89

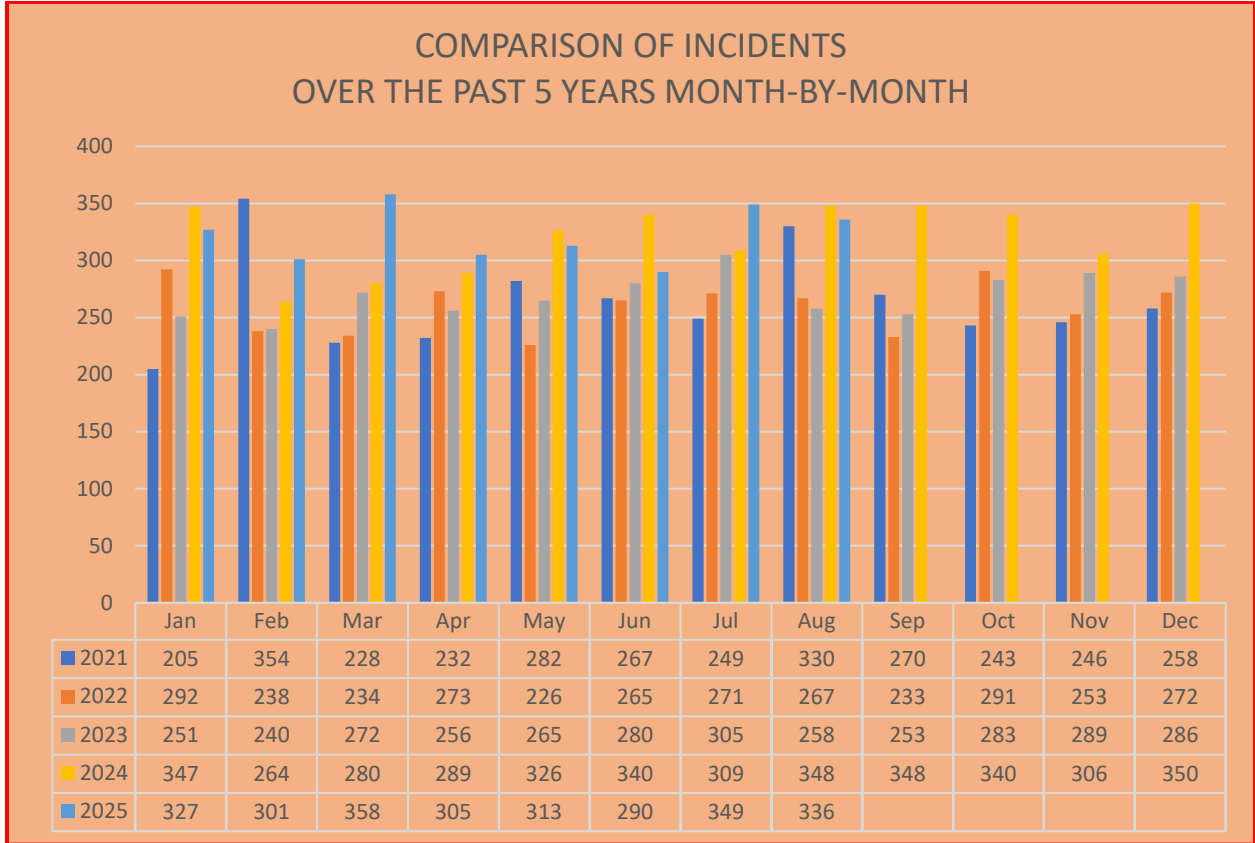
Sworn Staff	86
Civilians	3
Operational Volunteers	2
Department Total	91



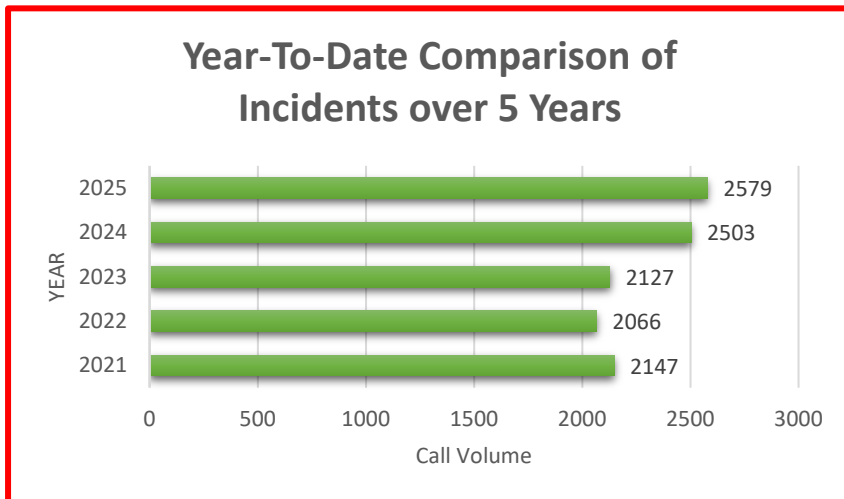
Denton County ESD No. 1 & No. 2

AUGUST 2025

DCESD Total Incident Count



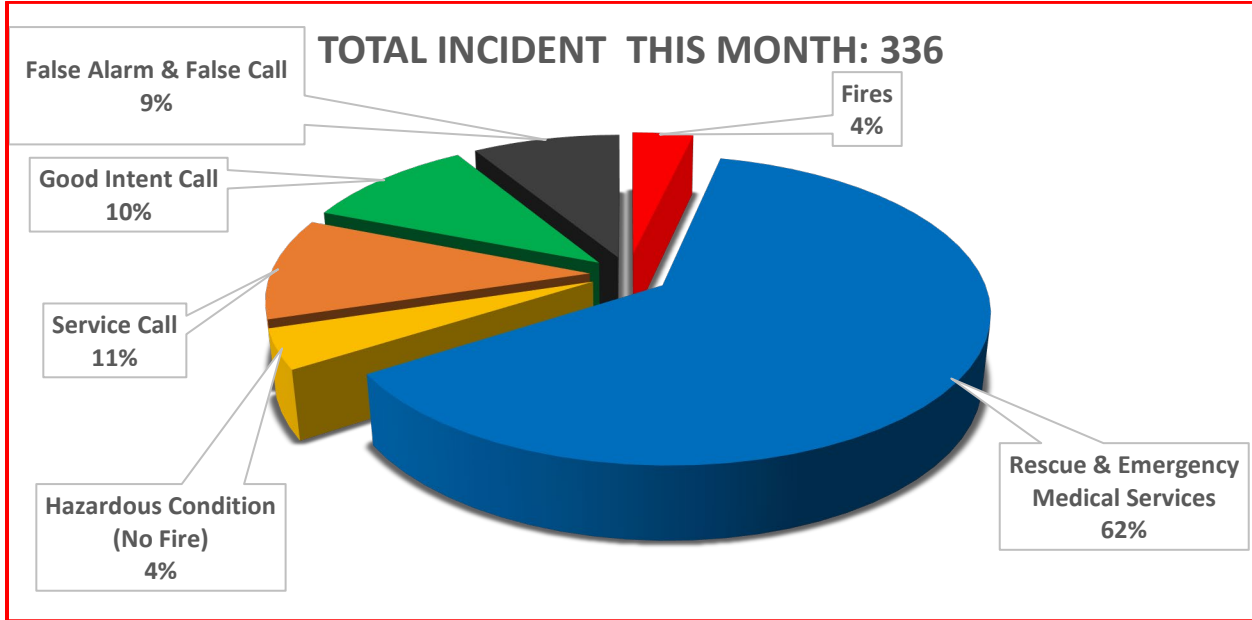
Year-to-Date Totals



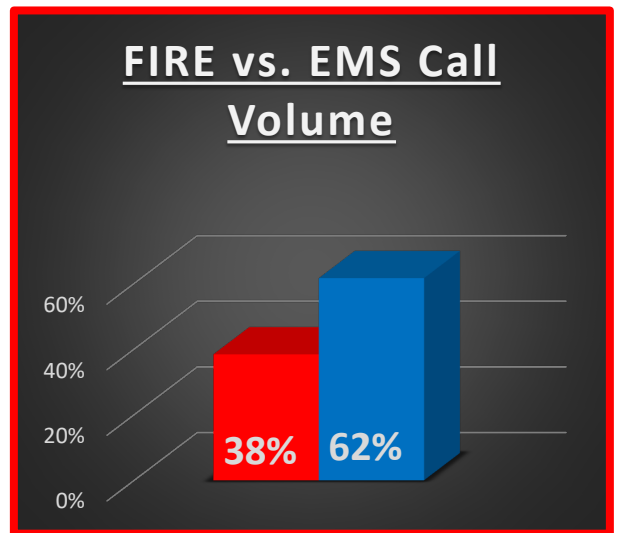
DCESD	YTD	Year End
2021	2147	3164
2022	2066	3115
2023	2127	3238
2024	2503	3847
2025	2579	TBD



INCIDENT STATISTICS



Major Incident Types		
Fires	100's	12
Overpressure rupture, explosion – no fire	200's	0
Rescue & Emergency Medical Services	300's	207
Hazardous Condition (No Fire)	400's	14
Service Call	500's	36
Good Intent Call	600's	34
False Alarm / False Call	700's	29
Severe Weather & Natural Disaster	800's	2
Special Incident Type	900's	2



Percentage of Overlapping Calls

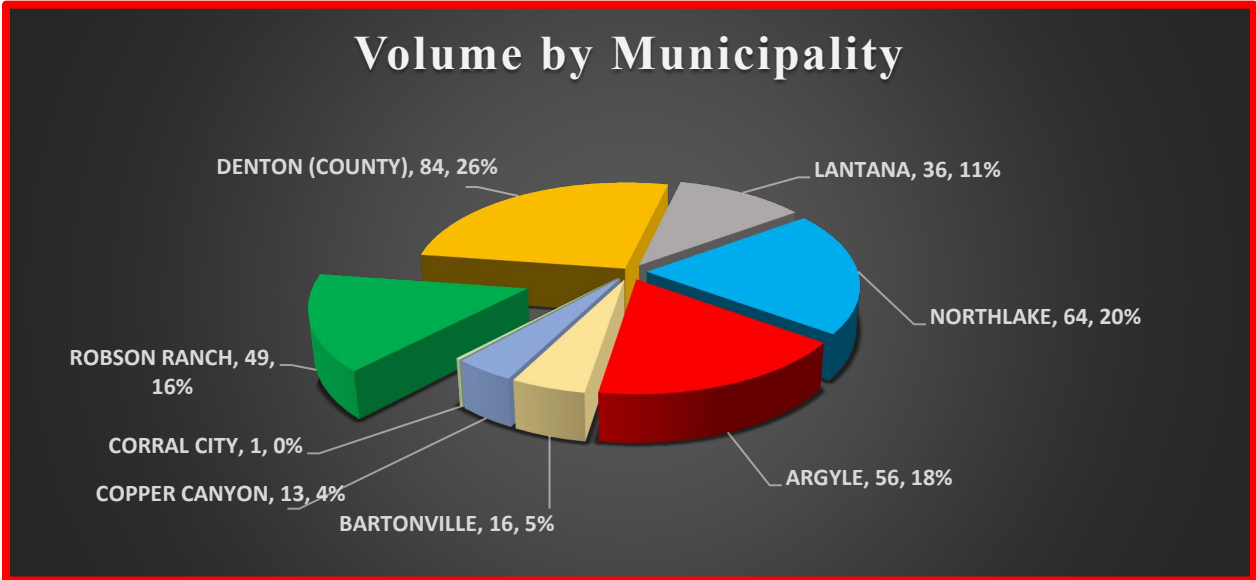
Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
184	55%
>3 Calls Overlapping	(28) 15%
0 overlapping incidents warranted a mutual aid response due to no available ESD units.	



Denton County ESD No. 1 & No. 2

AUGUST 2025

Municipality Call Volume Breakdown



NFIRS INCIDENT TYPE	Municipality								
	NFIRS #	ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	Robson Ranch	DENTON COUNTY
Fire	100's	1	2			1	4	1	1
Overpressure Rupture, Explosion, Overheat	200's								
Rescue & Emergency Medical Services	300's	38	7	7		20	36	32	59
Hazardous Condition	400's	1	2			2	3	1	5
Service Call	500's	8	1	2		7	3	12	3
Good Intent Call	600's	5		3	1	2	9	2	5
False Alarm False Call	700's	3	4			4	6	1	11
Severe Weather & Natural Disaster	800's			1			1		
Special Incident Type	900's						2		
Municipality Totals		56	16	13	1	36	64	49	84

NFIRS Breakdown

100's – Fire Group

Structure, wildland, and vehicle fires.

200's – Overpressure Rupture, explosion, overhear – No Fire Group

Steam, air, gas, chemical, explosions(no-fire), etc.

300's – Rescue & Emergency Medical Service Group

EMS incidents, lock-in, missing person, extrication, motor vehicle accidents, rescues, etc.

400's – Hazardous Conditions – No Fire Group

Gas leak, chemical hazards, power line down, biological incident, bomb removal, etc.

500's – Service Call Group

Person in distress, water evacuation, smoke/odor removal, animal rescue, assist PD, etc.

600's – Good Intent Group

Cancelled en route, controlled burning, wrong location, prescribed burn, etc.

700's – False Alarm & False Call Group

False alarm, malicious false call, unintentional system/detector operation and malfunction

800's – Severe Weather & Natural Disaster Group

Flood, wind, lightning, natural disaster assessment

900's – Special Incident Type

Citizen Complaint, Code Violation

Incident Response Times

90th Percentile Assessment

Lights and Sirens – 90 th Percentile Time (Dispatch to Arrival)	
Overall Fire/EMS	10:05
Overall FIRE	10:30
Overall EMS	9:53

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
10:17	10:08	9:06	0:00	8:00	10:30

Average Response and Turnout Time Assessment

RESPONSE MODE	TOTAL RESPONDING 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	296	6:27
No Lights or Sirens	18	9:00

Average Response Time per Municipality					
ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE
6:36	7:23	7:25	0:00	6:35	7:35



Denton County ESD No. 1 & No. 2

AUGUST 2025

Public Education

Community Outreach Events

Fire Station Tours	3
Public Education Events	10
Ride Along (EMS Students/Orientation)	4
Community CPR Classes	2
- Total CPR Students	91
Total Events	41

Training Division

Total ISO Training Hours Logged / Month	2909
- EMS Training Hours Logged / Month	397.5
- FIRE Training Hours Logged / Month	2416.3
- Administrative Training / Month	95

Fire Inspection Report

INSPECTION TYPE	MONTHLY	YEAR TO DATE
*Fire Protection- Fire Alarm (Total)	0	9
*Fire Protection Commercial Sprinkler (Total)	3	28
Fire & Life Safety (Total)	0	1
*Annual (Total)	1	173
*Residential Sprinkler (Total)	19	103
*Fire Protection Inspection: Underground (Total)	5	26
* Controlled Access (Total)	0	0
* Certificate of Occupancy (New Structure) (Total)	0	25
* Compliant (Total)	3	12
Certificate Of Occupancy (Existing Structure) (Total)	3	12
Total:	34	389



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025
FROM: Kirk Riggs, Town Administrator/Chief of Police
AGENDA ITEM: Police Department – Department Statistics/Activities

SUMMARY:

Department Statistics/Activities.

ATTACHMENTS:

- Monthly Report

Town of Bartonville Police Department

August 2025 Monthly Report



Bartonville Police Department

August 2025

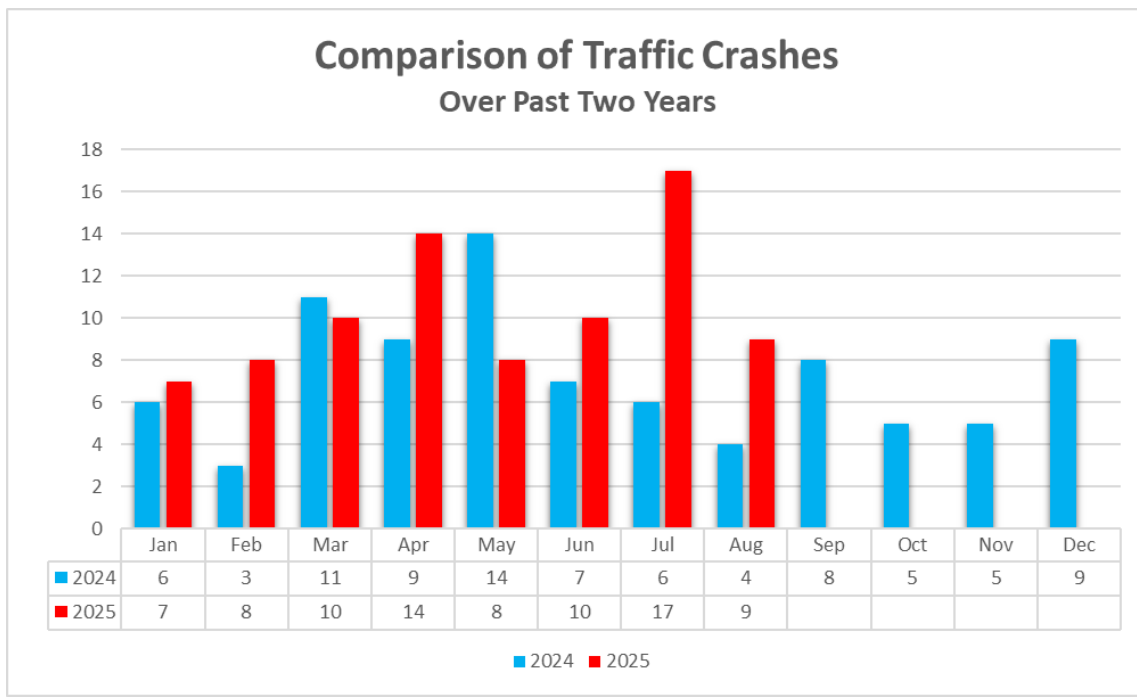
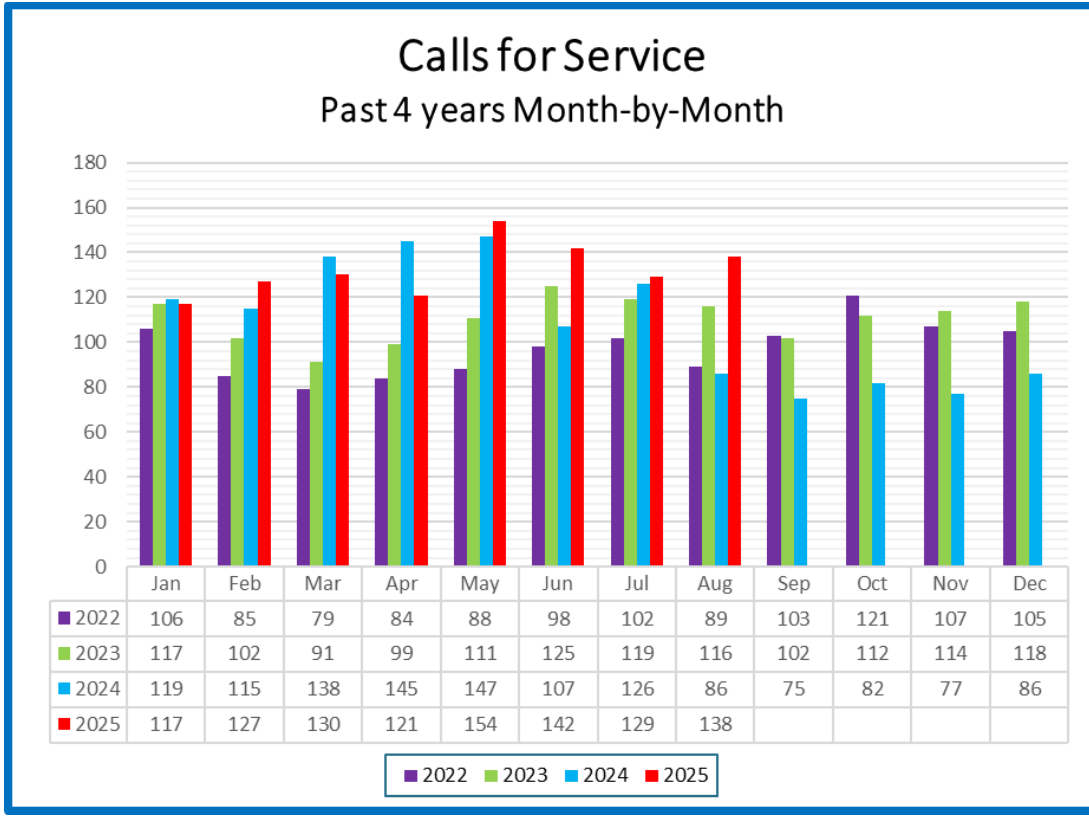
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Bartonville Police Department

August 2025

Total Calls for Service



Bartonville Police Department

August 2025

Abandoned Vehicle	1
Agency Assist	10
Alarm- Commercial	18
Alarm- Residential	4
Animal Bite Report	0
Animal Complaint	1
Animal Cruelty	0
Assault	1
Auto Theft	0
Burglary	2
Cardiac Arrest	0
Citizen Assist	1
Civil Standby	1
Child Custody Issues	0
Criminal Mischief	1
Criminal Trespass	1
Deadly Conduct	0
Disturbance	1
Domestic Disturbance	0
Fight	0
Fireworks Complaint	0
Follow-up Investigation	5
Forgery/Fraud	3
Found Property	1
Gunshots Heard	0
Hang-up 911	4
Harassment	4
Illegal Dumping	0
Indecent Exposure	1
Intoxicated Person	1
Juvenile Complaint	1
Loose Livestock	3
Meet Complainant	7
Motorist Assist	1
Narcotics	0
Noise Complaint	5
Open Door Investigation	1
Ordinance Violation	1
Person with a Gun	0
Psych/Suicide Attempt	1
Reckless Driver	3
Road Blockage/Hazard	6
Stabbing/Gunshot	0
Suspicious Person/Veh/Activity	19
TABC- Alcohol Violation	0
Terroristic Threat	1
Theft	1
Traffic Complaint	6
Traffic Transport Incident (Accidents)	9
Vehicle Complaint	0
Warrant Service	0
Welfare Concern	12

Bartonville Police Department

August 2025

Uniformed Crime Reporting

ACTIVITY	Current Month	Current Year	Last Year
UCR	August	2025	2024
PART 1 OFFENSES			
Homicide / Manslaughter	0	0	0
Sexual Assault	0	1	1
Robbery	0	0	0
Aggravated Assault	0	0	0
Burglary	1	2	3
Larceny	1	5	25
Motor Vehicle Theft	0	0	1
Human Trafficking	0	0	1
Arson	0	1	0
TOTAL PART I	2	9	31

Officer Initiated Activity

<u>Officer Activity by Type</u>	Total
Building Checks, Close Patrols	132
Traffic Complaints (Radar Enforcement)	19
Traffic Stops	256
Vacation Watch	2
Walk Thru (Business contacts)	12
Total	421

Bartonville Police Department

August 2025

Misc. Information/Upcoming Events

1. Two Part 1 crimes reported this month. A burglary of vehicle and theft at Kroger.
2. Beginning of school year, officers met with Harvest Christian Academy staff and will continue to conduct walk throughs throughout the school year.
3. Axon cameras have been installed in all our patrol vehicles.



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025
FROM: Shannon Montgomery, Town Secretary
AGENDA ITEM: Administration – August 2025 Reports

SUMMARY:

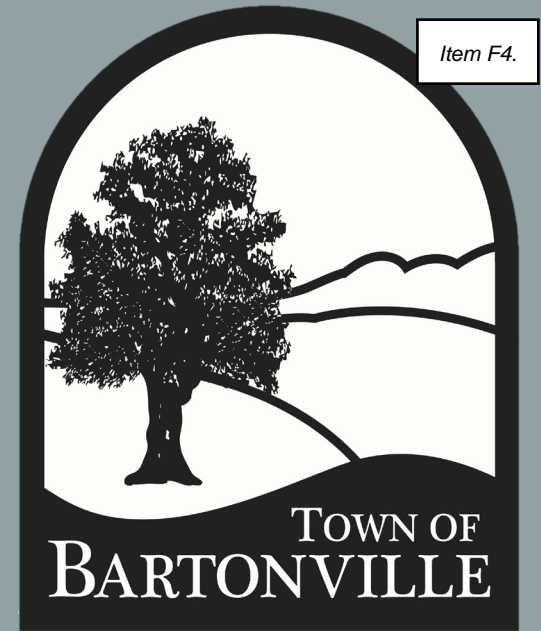
Monthly Reports August 2025.

ATTACHMENTS:

- Monthly Financial Report
- Monthly Animal Control and Code Enforcement Report
- Monthly Engineering Report
- Monthly Municipal Court Report
- Monthly Permits Report
- Monthly Board Attendance Report

Town of Bartonville Monthly Financial Report

Month Ending
August 2025



PRESENTED:
SEPTEMBER 16, 2025

All General Fund Revenues

Category	August 2025 Revenue	Year to Date Revenue	Current Budget	Budget Remaining	% of Budget Remaining	Prior YTD Balance	Prior Year End Balance
Property Tax	(\$7,030.02)	\$1,207,771.47	\$1,200,000	(\$7,771.47)	-0.65%	\$1,052,651.99	\$1,066,800.26
Sales Tax	\$116,646.46	\$904,643.39	\$890,000	(\$14,643.39)	-1.65%	\$713,683.73	\$932,484.99
Franchise Fees	\$5,302.27	\$264,373.60	\$260,000	(\$4,373.60)	-1.68%	\$258,811.29	\$262,891.74
Other/Transfer:	\$20,804.15	\$206,338.82	\$223,500	\$17,161.18	7.68%	\$212,400.56	\$222,699.41
<i>General Revenue</i>	<i>\$6,095.00</i>	<i>\$20,763.00</i>	<i>\$0</i>	<i>(\$20,763.00)</i>	<i>0.00%</i>	<i>\$39,195.42</i>	<i>\$39,195.42</i>
<i>Child Safety Collected</i>	<i>\$0.00</i>	<i>\$2,098.15</i>	<i>\$2,000</i>	<i>(\$98.15)</i>	<i>-4.91%</i>	<i>\$2,049.67</i>	<i>\$0.00</i>
<i>Open Records</i>	<i>\$0.00</i>	<i>\$15.00</i>	<i>\$0</i>	<i>(\$15.00)</i>	<i>0.00%</i>	<i>\$18.00</i>	<i>\$18.00</i>
<i>LOESE Training Funds</i>	<i>\$0.00</i>	<i>\$1,986.41</i>	<i>\$1,000</i>	<i>(\$986.41)</i>	<i>-98.64%</i>	<i>\$1,975.00</i>	<i>\$1,975.00</i>
<i>Use of Reserves (Fund Balance)</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$40,500</i>	<i>\$40,500.00</i>	<i>100.00%</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Interest Earned</i>	<i>\$14,709.15</i>	<i>\$126,476.26</i>	<i>\$140,000</i>	<i>\$13,523.74</i>	<i>9.66%</i>	<i>\$131,471.87</i>	<i>\$143,820.39</i>
<i>Sale of Surplus</i>	<i>\$0.00</i>	<i>\$15,000.00</i>	<i>\$0</i>	<i>(\$15,000.00)</i>	<i>0.00%</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Transfer In from CCPD</i>	<i>\$0.00</i>	<i>\$30,000.00</i>	<i>\$30,000.00</i>	<i>\$0.00</i>	<i>0.00%</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Transfer in from BCDC</i>	<i>\$0.00</i>	<i>\$10,000.00</i>	<i>\$10,000.00</i>	<i>\$0.00</i>	<i>0.00%</i>	<i>\$37,690.60</i>	<i>\$37,690.60</i>
Development Fees	\$11,090.00	\$23,244.75	\$4,000	(\$19,244.75)	-481.12%	\$14,586.75	\$16,636.75
Permit Fees	\$14,574.05	\$261,816.82	\$175,000	(\$86,816.82)	421.87%	\$227,173.30	\$245,775.70
Municipal Court	\$11,179.29	\$104,095.41	\$100,000	(\$4,095.41)	-4.10%	\$95,914.15	\$101,886.74
Total Revenue	\$172,566.20	\$2,972,284.26	\$2,852,500	(\$119,784.26)	-4.20%	\$2,575,221.77	\$2,849,175.59

Sales Tax Collections



All General Fund Expenditures

Category	August 2025 Expenditures	Year to Date Expenditures	Current Budget	Budget Remaining	% of Budget Remaining	Prior YTD Balance	Prior Year End Balance
Administration	\$70,469.49	\$971,801.32	\$1,264,103	\$292,301.68	23.12%	\$822,619.57	\$947,181.27
Police	\$62,271.53	\$826,110.35	\$1,138,128	\$312,017.65	27.41%	\$756,828.05	\$866,184.71
Municipal Court	\$600.00	\$8,800.00	\$12,000	\$3,200.00	26.67%	\$9,800.00	\$10,600.00
Transfers	\$34,829.99	\$197,116.92	\$210,000	\$12,883.08	6.13%	\$215,323.89	\$223,050.74
Total Expenses	\$168,171.01	\$2,003,828.59	\$2,624,231	\$620,402.41	23.64%	\$1,804,571.51	\$2,047,016.72

Expenditures by Department - Administration

Category	August 2025 Expenditures	Year to Date Expenditures	Current Budget	Budget Remaining	% of Budget Remaining	Prior YTD Balance	Prior Year End Balance
Salary & Benefits	\$43,581.85	\$506,448.09	\$573,383	\$66,934.91	11.67%	\$463,186.96	\$498,288.12
Other	\$1,121.79	\$31,406.66	\$75,500	\$44,093.34	58.40%	\$46,586.22	\$53,354.38
<i>Advertisements & Notices</i>	\$45.92	\$1,666.46	\$4,500	\$2,833.54	62.97%	\$1,868.90	\$3,569.48
<i>Banners & Signs</i>	\$171.54	\$2,351.97	\$8,000	\$5,648.03	70.60%	\$7,475.91	\$7,475.91
<i>Clean Up Day</i>	\$400.00	\$4,000.00	\$5,000	\$1,000.00	20.00%	\$9,763.26	\$10,563.26
<i>Datamax Project Contingency</i>	\$0.00	\$0.00	\$5,000	\$5,000.00	100.00%	\$0.00	\$0.00
<i>Dues & Memberships</i>	\$218.00	\$1,948.50	\$5,000	\$3,051.50	61.03%	\$1,550.00	\$1,881.50
<i>Election Expense</i>	\$0.00	\$244.58	\$14,000	\$13,755.42	98.25%	\$118.24	\$118.24
<i>Postage</i>	\$0.00	\$2,288.32	\$3,500	\$1,211.68	34.62%	\$2,659.09	\$2,905.20
<i>Publications & Subscriptions</i>	\$0.00	\$1,885.95	\$1,500	-\$385.95	-25.73%	\$709.24	\$709.24
<i>Special Events</i>	\$213.90	\$12,079.67	\$12,000	-\$79.67	-0.66%	\$17,586.36	\$17,772.36
<i>Meetings & Events</i>	\$72.43	\$2,429.38	\$5,000	\$2,570.62	51.41%	\$2,755.53	\$3,259.36
<i>Travel & Training</i>	\$0.00	\$2,511.83	\$12,000	\$9,488.17	79.07%	\$2,099.69	\$5,099.83
Contracted Services	\$16,697.76	\$301,093.56	\$405,750	\$104,656.44	25.79%	\$218,434.45	\$288,408.15
Fees & Service Charges	\$26.04	\$1,712.88	\$1,470	-\$242.88	-16.52%	\$693.25	\$870.50
Supplies	\$6,191.35	\$79,460.24	\$102,500	\$23,039.76	22.48%	\$57,329.18	\$65,642.95
Maintenance	\$2,850.70	\$45,616.89	\$55,500	\$9,883.11	17.81%	\$36,389.61	\$40,617.17
Capital Improvements	\$0.00	\$6,063.00	\$50,000	\$43,937.00	87.87%	\$0.00	\$0.00
Total Administration	\$70,469.49	\$971,801.32	\$1,264,103	\$292,301.68	23.12%	\$822,619.67	\$947,181.27

Expenditures by Department - Police

Category	August 2025 Expenditures	Year to Date Expenditures	Current Budget	Budget Remaining	% of Budget Remaining	Prior YTD Balance	Prior Year End Balance
Salary & Benefits	\$54,257.81	\$753,698.28	\$1,032,497	\$278,798.72	27.00%	\$700,272.19	\$784,112.59
Maintenance	\$2,131.53	\$34,420.16	\$41,631	\$7,210.84	17.32%	\$26,869.61	\$41,671.99
Contracted Services	\$0.00	\$8,038.00	\$10,000	\$1,962.00	19.62%	\$1,776.50	\$1,776.50
Other	\$549.35	\$4,705.98	\$8,000	\$3,294.02	41.18%	\$4,973.81	\$4,975.24
<i>Dues & Memberships</i>	<i>\$408.00</i>	<i>\$942.50</i>	<i>\$2,000</i>	<i>\$1,057.50</i>	<i>52.88%</i>	<i>\$170.00</i>	<i>\$170.00</i>
<i>Meetings & Events</i>	<i>\$141.35</i>	<i>\$1,394.57</i>	<i>\$1,500</i>	<i>\$105.43</i>	<i>7.03%</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Travel & Training</i>	<i>\$0.00</i>	<i>\$2,368.91</i>	<i>\$4,500</i>	<i>\$2,131.09</i>	<i>47.36%</i>	<i>\$4,803.81</i>	<i>\$4,805.24</i>
Supplies	\$5,332.84	\$25,247.93	\$46,000	\$20,752.07	45.11%	\$22,935.94	\$33,648.39
<i>Fuel & Lubricants</i>	<i>\$2,039.04</i>	<i>\$18,071.29</i>	<i>\$22,000</i>	<i>\$3,928.71</i>	<i>17.86%</i>	<i>\$15,789.68</i>	<i>\$19,218.58</i>
<i>Operations & Supplies</i>	<i>\$3,293.80</i>	<i>\$7,140.79</i>	<i>\$20,000</i>	<i>\$12,859.21</i>	<i>64.30%</i>	<i>\$4,651.73</i>	<i>\$11,083.06</i>
<i>Uniforms</i>	<i>\$0.00</i>	<i>\$35.85</i>	<i>\$4,000</i>	<i>\$3,964.15</i>	<i>99.10%</i>	<i>\$2,494.53</i>	<i>\$3,346.75</i>
Total Police Department	\$62,271.53	\$826,110.35	\$1,138,128	\$312,017.65	27.41%	\$756,828.05	\$866,184.71

Call Type Summary:

Confined Animal (1)
 Patrol (8)
 Tall Grass and Weeds (6)
 Trapping (3)

Call

Address	Notes	Service / Type
8/4/2025 701 Mcmakin Rd	Investigated complaint for tall grass/weeds. CH already spoke with owner.	Code Enforcement Tall Grass and Weeds
8/4/2025 227 Rockgate Rd	Warning for overgrown foliage impeding roadway.	Code Enforcement Tall Grass and Weeds
8/25/2025 227 Rockgate Rd	Improvement has been made but not fully abated.	Code Enforcement Tall Grass and Weeds
8/4/2025 1288 Porter Rd	Citation issued for tall grass/weeds. Roadway easements haven't been addressed since last citation.	Code Enforcement Tall Grass and Weeds
8/18/2025 908 Dove Creek Ct	Lot is overgrown, warning for tall grass/weeds.	Code Enforcement Tall Grass and Weeds

9/2/2025 908 Dove Creek Ct	Property has been abated for tall grass/weeds.	Code Enforcement Tall Grass and Weeds
-------------------------------	--	--

8/5/2025 1540 Glenview Ln	Trap set at this address.	Animal Control Trapping
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8/11/2025 Gibbons Rd	A white bull dog was found on gibbons. They met with us to have dog picked up. Dog was brought back to the shelter.	Animal Control Confined Animal
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8/13/2025 2201 Fm 407 E	Trap set for raccoon at this address.	Animal Control Trapping
----------------------------	---------------------------------------	----------------------------

8/22/2025 2201 Fm 407 E	Checked traps and went over trapping rules at Tractor Supply.	Animal Control Trapping
----------------------------	---	----------------------------

Patrol

Address	Notes	Service / Type
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8/4/2025	Patrolled city limits, followed up on previous warnings/complaints. 9:00 am - 11:00 am Duration: 2 hours	Code Enforcement Patrol
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8/12/2025	Patrolled city limits. Several lots in Eagle Ridge have been mowed. No properties in Hudson Hills have been mowed. 9:00 am - 11:00 am Duration: 2 hours	Code Enforcement Patrol
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8/18/2025	Patrolled city limits, followed up on previous warnings. Three lots in Hudson Hills and one in Eagle ridge still need to be mowed that belong to the developer. 10:00 am - 12:00 pm Duration: 2 hours	Code Enforcement Patrol
8/25/2025	Patrolled city limits, checked in with city hall. No new complaints or issues. 10:30 am - 12:30 pm Duration: 2 hours	Code Enforcement Patrol
8/5/2025	After a call I patrolled Bartonville for loose, deceased, or sick animals. I removed a deceased duck from roadway. 10:00 am - 11:00 am Duration: 1 hours	Animal Control Patrol
8/13/2025	I patrolled Bartonville after a call and spoke with Shari. She had no issues to report at this time. 2:00 pm - 3:00 pm Duration: 1 hours	Animal Control Patrol
8/22/2025	I patrolled Bartonville and spoke to Shari. She had no issues to report. 11:00 am - 12:00 pm Duration: 1 hours	Animal Control Patrol
8/28/2025	I patrolled Bartonville and spoke with Sherry at City Hall and she did not have any issues to report. 10:30 am - 11:30 am Duration: 1 hours	Animal Control Patrol



Westwood

Town of Bartonville

Status Report

Date: September 5, 2025

Plat Review

- N/A

ROW Permits

- Charter/Mastec Extensions – Knights Landing

Subdivision Construction

- Knights Landing – Completed

Street Fund

- Jeter Phase 2 Construction – Completed – Final Walkthrough 9/9
- Parking Lot Construction – Finishing Sept.

General Consultation

- N/A

Grading Plans Reviewed

- Quest/Chipotle
- 1277 Kentucky Derby

Item F4.

westwoops.com
(888) 937-5150

Town of Bartonville
Municipal Court Council Report
From 8/1/2025 to 8/31/2025

9/11/2025 10

Item F4.

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
95	0	13	0	2	110

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$7,402.45	\$3,048.60	\$9,514.50	\$113.01	\$138.44	\$20,217.00

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
36	0	20	27	19	102

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
13	0	13	26

PermitReport

9/2/2025 5:00:00 AM

Item F4.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
20250009-01	Mastec	Knights Landing and Knights Crest and along Jeter	ROW Permit	8/8/2025			\$750.00
25-00049-29	Flowers on the Mound	96 McMakin Rd	Temporary Food Permit	8/18/2025			\$35.00
25-00408-01	Bramlett Septic	1317 Post Oak Ln	OSSF Permit - Residential	8/11/2025			\$410.00
25-00412-01	Our House Your Home	570 E Jeter Rd	Addition/REmodel Cabana	8/29/2025	\$75,000.00	450	\$592.50
25-00423-01	PLT Concrete and Construction		Contractor Registration - General	8/6/2025			\$125.00
25-00437-01	Service One Air	1008 James Price Ct	Mechanical Permit-17 Seer 3 Ton HVAC	8/1/2025	\$12,825.00		\$205.00
25-00438-01	Service One Air	1008 James Price Ct	Mechanical Permit- 17 Seer 3 Ton HVAC #2	8/1/2025	\$13,050.00		\$205.00
25-00439-01	Premier Fence		Contractor Registration - General	8/5/2025			\$125.00
25-00440-01	407 Construction		Contractor Registration - General	8/6/2025			\$125.00
25-00441-01	Fourteen Construction, LLC		Contractor Registration - General	8/12/2025			\$125.00
25-00442-01	Cope Electric and Controls, Inc.		Contractor Registration - Electrical	8/6/2025			\$0.00
25-00443-01	Water Works Plumbing		Contractor Registration - Plumbing	8/8/2025			\$0.00
25-00444-01	Aryco		Contractor Registration - Plumbing	8/8/2025			\$0.00
25-00445-01	G3 pools	254 Country Ct	Pool/Spa (inground)	8/12/2025	\$40,000.00	1162	\$725.00
25-00446-01	Neu Gen Electric		Contractor Registration - Electrical	8/12/2025			\$0.00
25-00447-01	407 Construction	158 Green Oaks Dr	Fence Permit	8/19/2025			\$75.00
25-00448-01	Element Systems	2012 High Meadow Ct	OSSF Permit - Residential	8/28/2025		9921	\$410.00
25-00449-01	Window Nation LLC		Contractor Registration - General	8/18/2025			\$125.00
25-00450-01	Coty Owens Electric Service LLC	1157 W Jeter Rd	Electrical Permit	8/14/2025			\$130.00
25-00451-01	Coty Owens Electric Service LLC		Contractor Registration - Electrical	8/13/2025			\$0.00
25-00452-01	Premier Fence	1118 Vera Court	Fence Permit	8/20/2025			\$75.00
25-00453-01	Willowtree LLC	2012 High Meadow Ct	New Residence Permit	8/15/2025	\$2,539,855.00	7373	\$4,792.45
25-00453-02	Willowtree LLC	2012 High Meadow Ct	New Residence (Non AC)	8/15/2025		2548	\$1,146.60
25-00453-04	Willowtree LLC	2012 High Meadow Ct	Grading and Drainage Permit	8/15/2025		9921	\$275.00
25-00453-05	Willowtree LLC	2012 High Meadow Ct	Culvert/Driveway	8/15/2025		9921	\$120.00
25-00454-01	Land Pro Creations	1118 Vera Court	Sprinkler/Irrigation Permit	8/18/2025	\$3,000.00		\$110.00
25-00456-01	H2 Bluestar Developments LLC		Contractor Registration - General	8/20/2025			\$125.00
25-00457-01	TopTech Electric and Plumbing		Contractor Registration - Plumbing	8/19/2025			\$0.00
25-00458-01	Enco Plumbing		Contractor Registration - Plumbing	8/19/2025			\$0.00
25-00459-01	TopTech Electric and Plumbing	582 Wolf Run Rd	Plumbing Permit	8/19/2025			\$130.00
25-00460-01	Absolute Plumbing	261 Green Oaks Dr	Plumbing Permit	8/20/2025			\$130.00
25-00461-01	Cruse Pumping and Backhoe	742 Seals Rd	OSSF Permit - Residential	8/22/2025			\$410.00
25-00462-01	Irwin Construction		Contractor Registration - General	8/21/2025			\$125.00
25-00463-01	A Better Deal Heating & Air Conditioning Inc.		Contractor Registration - Mechanical	8/25/2025			\$0.00
25-00465-01	H2 Bluestar Developments LLC	Knights Landing Entrance	Sign Permit	8/25/2025			\$75.00
25-00467-01	A Better Deal Heating & Air Conditioning Inc.	2652 FM 407 155	Mechanical Permit	8/29/2025			\$130.00
25-00468-01	Lee Plumbing		Contractor Registration - Plumbing	8/27/2025			\$0.00
25-00469-01	PrinStar Electric LLC		Contractor Registration - Electrical	8/27/2025			\$0.00
25-00471-01	Milestone Plumbing		Contractor Registration - Plumbing	8/29/2025			\$0.00

FY2025 Boards and Commission Attendance Report

Item F4.

Oct 24 Nov 24 Dec 24 Jan 25 Feb 25 Mar 25 4/1 4/30 Jun 25 Jul 25 Aug 25 Sep 25

Board of Adjustment (BOA)													
Position	Term	Director											
Chair	2024-2026	Donna Baumgarner (2014)	NO MEETING	NO MEETING	P	NO MEETING	NO MEETING	NO MEETING	P	P	NO MEETING	NO MEETING	NO MEETING
Vice Chair	2023-2025	Jim Lieber (2016)			E				P	P			
Director	2023-2025	Del Knowler (2011)			P				P	P			
Director	2024-2026	Kathy Daum (2003)			P				A	E			
Director	2023-2025	Siobhan O'Brien (2022)			P				P	P			
Alternate #1	2024-2026	Rebecca Jenkins (2022)			P				P	P			
Alternate #2	2023-2025	Heather Head (2023)			E				P	P			

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

Oct 24 Nov 24 Dec 24 Jan 25 Feb 25 Mar 25 Apr 25 May 25 Jun 25 Jul 25 Aug 25 Sep 25

Planning & Zoning Commission (P&Z)													
Position	Term	Commissioner											
Chair	2024-2026	Ralph Arment (1988)	P	NO MEETING	NO MEETING	NO MEETING	NO MEETING	P	NO MEETING	NO MEETING	P	NO MEETING	P
Vice Chair	2024-2026	Gloria McDonald (1998)	E					E			P		
Commissioner	2024-2026	Brenda Hoyt-Stenovich (2014)	P					P			P		
Commissioner	2023-2025	Don Abernathy (2000)	P					P			E		
Commissioner	2023-2025	Larry Hayes (2021)	P					P			E		
Alternate #1	2024-2026	Pat Adams (2022)	P					P			P		
Alternate #2	2023-2025	Rick Lawrence (2023)	P					P			P		

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

FY2025 Boards and Commission Attendance Report

Item F4.

Oct 24 Nov 24 Dec 24 Jan 25 Feb 25 Mar 25 Apr 25 May 25 Jun 25 Jul 25 Aug 25 Sep 25

Bartonville Community Development Corporation (BCDC)

Position	Term	Director	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	
Chair	2023-2025	Randy Van Alstine (2014)	P	P	P	NO MEETING	P	P	P	NO QUORUM	P	P	NO MEETING		
Vice Chair	2024-2026	Brenda Latham (2021)	P	P	E		P	P	P		P	P		P	
Director	2023-2025	Vacant (2023)	A	A	P		P	P	P		X	X			
Director	2023-2025	Jim Langford (2015)	A	E	E		P	P	P		P	P			
Director	2024-2026	Laura Karbash - Smith (2025)	P	P	P		A	P	P		X	P			
Director	2024-2026	Scott Daum (2024)	A	P	P		P	P	E		P	P			
Director	2024-2026	Laura Pittman (2025)	P	E	E		P	E	E		X	E			

All Terms are two (2) Years

P - Present A - Absent E - Excused - Staff Notified

Oct 24 Nov 24 Dec 24 Jan 25 Feb 25 Mar 25 Apr 25 May 25 Jun 25 Jul 25 Aug 25 Sep 25

Crime Control and Prevention District (CCPD)

Position	Term	Director	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	
Chair	2023-2025	Jeff Grubb (2011)	E	P	NO MEETING	NO MEETING	P	NO MEETING	P	P	NO MEETING	NO MEETING	NO MEETING		
Vice Chair	2024-2026	Johnny Jones (2012)	P	E			P		P	P				P	
Director	2023-2025	Chris Colbert (2011)	P	P			P		P	P				P	
Director	2023-2025	Jarod Root (2024)	P	P			E		P	P				P	
Director	2024-2026	Jim Murphy (2024)	P	P			P		P	P				P	
Director	2024-2026	Lori Van Alstine (2014)	P	P			P		P	P				P	
Director	2024-2026	Steve Weiss (2023)	P	P			P		P	P				P	

All Terms are two (2) Years

P - Present A - Absent E - Excused - Staff Notified

FY2025 Boards and Commission Attendance Report

Item F4.

10/8 10/22 11/12 12/3 12/16 2/4 3/4 3/19 4/7 5/5 6/3

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

P - Present **A - Absent** E - Excused - Staff Notified



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of the September 2, 2025, Special Meeting Minutes.

SUMMARY:

The Town Council held a Special Meeting on September 2, 2025.

RECOMMENDED MOTION OR ACTION:

This item is included on the Consent Agenda and will be approved along with the other Consent Agenda items, unless removed for separate consideration.

ATTACHMENT:

- September 2, 2025, Special Meeting Minutes

THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE MET IN SPECIAL SESSION ON THE 2ND DAY OF SEPTEMBER 2025 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
 Matt Chapman, Mayor Pro Tem/Place 2
 Clay Sams, Council Member Place 3
 Keith Crandall, Council Member Place 4
 Margie Arens, Council Member Place 5

Council Members Absent:

Jim Roberts, Council Member Place 1

Town Staff Present:

Kirk Riggs, Town Administrator/Chief of Police
 Shannon Montgomery, Town Secretary
 Patricia Adams, Town Attorney
 Shari Borth, Permit Technician

A. CALL MEETING TO ORDER

Mayor Carrington called the Regular Session to order at 6:31 pm.

B. PLEDGE OF ALLEGIANCE

Mayor Carrington led the Pledge.

C./D. CLOSED SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 6:32 pm and reconvened into open session at 7:06 pm in accordance with the Texas Government Code regarding:

- 1. Section 551.071 (1) and (2) Consultation with Attorney. Private consultation to seek the advice of the Town Attorney about pending or contemplated litigation or a settlement offer and to consult with the Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: Tax Rate Adoption/Tax Code; Ordinance Authority**

No Action Taken.

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 presentations.

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 19, 2025, Regular Meeting Minutes.**
- 2. Ratify the approval of a Planning Services Agreement for On-Call Planning Services between the Town of Bartonville and HE Planning+Design, LLC (HEP+D).**
- 3. Consider approval of a Resolution designating the Denton Record Chronicle as the official newspaper of the Town of Bartonville for Fiscal Year 2025-2026.**

Motion made by Council Member Sams, seconded by Council Member Chapman, to APPROVE Consent Agenda Items 1 thru 3 as presented.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4-0

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 2025-2026.**

Town Administrator Riggs provided a brief summary of the proposed Fiscal Year 2025-2026 Budget and addressed questions from Council.

Mayor Carrington opened the Public Hearing at 7:10 pm, and after recognizing there was no one present to speak, closed the Public Hearing at 7:10 pm.

Motion made by Council Member Chapman, seconded by Council Member Crandall, to direct Staff to prepare an ordinance adopting said budget for consideration at the September 16, 2025 regular meeting.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens

NAYS: None

VOTE: 4-0

- 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 Sams, seconded by Council Member Arens, to approve a Resolution appointing Del Knowler, Jim Lieber, and Siobhan O’Brian as regular members to the Board of Adjustment with terms expiring September 30, 2027, moving Heather Head from Alternate #2 to Alternate #1 with a term expiring September 30, 2026, and appointing Barbara Nunneley to the Alternate #2 position with a term expiring September 30, 2027.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens
NAYS: None
VOTE: 4-0

Planning and Zoning Commission

Motion made by Council Member Crandall, seconded by Council Member Chapman, to approve a Resolution appointing Don Abernathy and Pat Adams as regular members to the Planning and Zoning Commission with terms expiring September 30, 2027, moving Rick Lawrence from Alternate #2 to Alternate #1 with a term expiring September 30, 2026 and appointing Rebecca Jenkins to the Alternate #2 position with a term expiring September 30, 2027.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens
NAYS: None
VOTE: 4-0

Bartonville Community Development Corporation

Motion made by Council Member Arens, seconded by Council Member Sams, to approve a Resolution appointing Chad Carlson and Jan Deatherage to the Bartonville Community Development Corporation with terms expiring September 30, 2027.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens
NAYS: None
VOTE: 4-0

Crime Control and Prevention District

Motion made by Council Member Chapman, seconded by Council Member Arens, to approve a Resolution appointing Jeff Grubb, Chris Colbert, and Jarod Root to the Crime Control and Prevention District with terms expiring September 30, 2027.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens
NAYS: None
VOTE: 4-0

Special Events Committee

Motion made by Council Member Sams, seconded by Council Member Chapman, to approve a Resolution appointing Margie Arens, Keith Crandall, and Stephanie Phillips to the Special Events Committee with terms expiring September 30, 2027.

VOTE ON THE MOTION

AYES: Chapman, Sams, Crandall, and Arens
NAYS: None
VOTE: 4-0

H. FUTURE ITEMS

Discussion only, no action taken.

I. ADJOURNMENT

Mayor Carrington declared the meeting adjourned at 7:19 pm.

APPROVED this the 16th day of September 2025.

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

DRAFT



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 1, "General Provisions," Article 4, "Boards, Commissions and Committees", Division 2, "Planning and Zoning Commission," Section 1.04.035, "Meetings and Organization" and Division 3, "Board of Adjustment," Section 1.04.062, "Organization and Procedures," subsection (a), "Membership" by adding the provision that the Town Council will appoint the respective Chairs and removing the limitation on the number of successive terms of office for Chair.

SUMMARY:

This item proposes an amendment to the Bartonville Code of Ordinances to authorize the Town Council to appoint the Chair of the Planning and Zoning Commission and the Board of Adjustment.

FISCAL INFORMATION: N/A

RECOMMENDED MOTION OR ACTION:

This item is included on the Consent Agenda and will be approved along with the other Consent Agenda items, unless removed for separate consideration.

ATTACHMENTS:

- Section 1.04.035 Meetings and organizations Red Line
- Section 1.04.062 Organization and procedures Red Line
- ORD 785-25 Amending Ch 1 regarding Chair Appointments

§ 1.04.035. Meetings and organization.

The planning and zoning commission shall meet once each month and at such other times as the chairman or the majority of the members of the commission may direct. The ~~commission~~ Town Council shall appoint ~~its own~~ the chairman. ~~The commission shall appoint the~~ and vice-chairman and shall adopt rules for the conduct of meetings and such other activities as may be appropriate. ~~No person shall serve as chair for more than two (2) successive one-year terms beginning with the appointment of the chair in October 2020.~~ Three members of the commission shall constitute a quorum. However, no portion of the comprehensive plan shall be adopted by less than the affirmative vote of a majority of the entire commission.

§ 1.04.062. Organization and procedures.

(a) Membership.

- (1) The board of adjustment shall consist of five members appointed by a majority vote of the town council.
- (2) In addition to the five regular members of the commission, two alternate members of the commission, who shall serve in the absence of one or more regular members, shall be appointed by a majority vote of the town council. In determining which of the two alternate members shall serve in the absence of a regular member, the alternate member with the longest tenure shall so serve. If for any reason, the alternate member with the longest tenure is unavailable to serve, the second alternate member shall so serve.
- (3) Regular members and alternate members of the board of adjustment shall be real property owners of the town and shall be appointed by the town council in accordance with established procedures.
- (4) Each member of the board shall be removable for just cause by the town council upon written charges and after a public hearing.
- (5) The ~~board~~ Town Council shall elect ~~theirs own~~ chairman, who shall serve for a period of one (1) year or until his successor is elected. The board shall appoint the vice-chairman.
- (6) ~~No person shall serve as chair for more than two (2) successive one-year terms beginning with the appointment of the chair in October 2020.~~

(b) Meetings. Meetings of the board shall be held at the call of the chairman and at such times as the board may determine.

(c) Hearings. The hearings of the board of adjustment shall be public; however, the board may go into executive session for discussion but not for a vote on any case before it. The board shall hear the intervention of any owner of property adjacent to, in the rear of, or across the street from a lot as to which the granting of any building permit is pending, and shall also hear any other parties in interest. All hearings are to be heard by at least four (4) members of the board.

(d) Rules and regulations. The board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record. The board of adjustment shall act by resolution in which four (4) members must concur. The board shall adopt from time to time such additional rules and regulations as it may deem necessary to carry into effect the provisions of this division, with the approval of the town council. The board shall furnish a copy of the board's rules and regulations to

the building inspector, all of which rules and regulations shall operate uniformly in all cases. All of its resolutions and orders shall be in accordance therewith.

(Ordinance 554-13 adopted 6/18/13; Ordinance 666-19, sec. 2, adopted 8/20/19; Ordinance 684-20 adopted 3/17/20; Ordinance 712-21 adopted 8/17/21)

**TOWN OF BARTONVILLE
ORDINANCE NO. 785-25**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 1, "GENERAL PROVISIONS," ARTICLE 4, "BOARDS, COMMISSIONS AND COMMITTEES", DIVISION 2, "PLANNING AND ZONING COMMISSION," SECTION 1.04.035, "MEETINGS AND ORGANIZATION" AND CHAPTER 1, "GENERAL PROVISIONS," ARTICLE 3, "BOARDS, COMMISSIONS AND COMMITTEES", DIVISION 3, "BOARD OF ADJUSTMENT," SECTION 1.04.062, "ORGANIZATION AND PROCEDURES", SUBSECTION (A), "MEMBERSHIP" BY ADDING A PROVISION ALLOWING THE TOWN COUNCIL TO APPOINT THE RESPECTIVE CHAIRS AND REMOVING THE LIMITATION ON THE NUMBER OF SUCCESSIVE TERMS OF OFFICE FOR SAID CHAIRS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council has determined that it is in the best interest of the good government which serves the health, safety, and welfare of its citizens, to amend Chapter 1, "General Provisions", of the Code of Ordinances to authorize the Town Council to appoint the Chair of both the Planning & Zoning Commission, Section 1.04.0235, "Meetings and Organization," and the Board of Adjustment, Section 1.04.062(a), "Membership" and for the good government of the Town, to amend the Town Code as specified herein.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
SECTION 1.04.035 AMENDMENT**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 1, "General Provisions", Article 1.04, "Boards, Commissions and Committees", Division 2, "Planning and Zoning Commission", Section 1.04.035 is hereby amended, which shall read as follows, and all other sections and subsections not expressly amended hereby shall remain in full force and effect without amendment:

"Chapter 1 GENERAL PROVISIONS

ARTICLE 4 BOARDS, COMMISSIONS AND COMMITTEES

DIVISION 2 PLANNING AND ZONING COMMISSION

*** * ***

SECTION 1.04.035 MEETINGS AND ORGANIZATION

*** * ***

The Planning and Zoning Commission shall meet once each month and at such other times as the Chairperson or the majority of the members of the Commission may direct. The Town Council shall appoint the Chairperson. The Commission shall appoint the Vice-Chairperson and shall adopt rules for the conduct of meetings and such other activities as may be appropriate.. Three members of the Commission shall constitute a quorum. However, no portion of the Comprehensive Plan shall be adopted or amended by less than the affirmative vote of a majority of the entire Commission."

**SECTION 3.
SECTION 1.04.062(a) AMENDMENT**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 1, "General Provisions", Article 1.04, "Boards, Commissions and Committees", Division 3, "Board of Adjustment", Section 1.04.062, Subsection (a), "Membership" is hereby amended, which shall read as follows, and all other sections and subsections not expressly amended hereby shall remain in full force and effect without amendment:

"Chapter 1 GENERAL PROVISIONS

ARTICLE 4 BOARDS, COMMISSIONS AND COMMITTEES

DIVISION 3 BOARD OF ADJUSTMENT

*** * ***

SECTION 1.04.062 ORGANIZATION AND PROCEDURES

SUBSECTION (a) MEMBERSHIP

(a) Membership.

- (1) The Board of Adjustment shall consist of five members appointed by a majority vote of the Town Council.
- (2) In addition to the five regular members of the Commission, two alternate members of the Commission, who shall serve in the absence of one or more regular members, shall be appointed by a majority vote of the Town Council. In determining which of the two alternate members shall serve in the absence of a regular member, the alternate member with the longest tenure shall so serve. If for any reason, the alternate member with the longest tenure is unavailable to serve, the second alternate member shall so serve.
- (3) Regular members and alternate members of the Board of Adjustment shall be the owners of real property within the Town and shall be appointed by the Town Council in accordance with established procedures.
- (4) Each member of the Board shall be removable for just cause by the Town Council upon written charges and after a public hearing.
- (5) The Town Council shall appoint the Chairperson, who shall serve for a period of one (1) year or until his successor is elected. The Board shall appoint the Vice-Chairperson."

SECTION 4. SEVERABILITY

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

SECTION 5. SAVINGS

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

SECTION 6. ENROSS AND ENROLL

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

Town Council of the Town of Bartonville and by filing this Ordinance in the Ordinance records of the Town.

**SECTION 7.
PUBLICATION**

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

**SECTION 8.
EFFECTIVE DATE**

This Ordinance shall be in full force and effect upon passage and publication of its caption, as the law in such cases provides.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Bartonville, Texas, on this the 16th day of September 2025.

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of a Resolution approving and adopting amendments to the Bartonville Community Development Corporation Bylaws by adding a provision that the Town Council will appoint the Chair.

SUMMARY:

Section 505.053, Type B Corporations, Subchapter A, General Provisions of the Local Government Code states:

§ 505.053. OFFICERS. The board of directors of a Type B corporation shall appoint:

- (1) a president;
- (2) a secretary; and
- (3) other officers of the corporation the governing body of the authorizing municipality considers necessary.

FISCAL INFORMATION: N/A

RECOMMENDED MOTION OR ACTION:

Because the Town Council does not have authority to appoint the Bartonville Community Development Corporation Chair, this item must be removed from the Consent Agenda before the Consent Agenda is approved. Once removed, Council will take no action on this item.

ATTACHMENTS: N/A



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Consider approval of amending Resolution No. 2024-14, restructuring the Special Events Advisory Committee by adding a provision that the Town Council will appoint the Chair.

SUMMARY:

This item proposes an amendment to Resolution No. 2024-14 to authorize the Town Council to appoint the Chair of the Special Events Advisory Committee.

FISCAL INFORMATION: N/A

RECOMMENDED MOTION OR ACTION:

This item is included on the Consent Agenda and will be approved along with the other Consent Agenda items, unless removed for separate consideration.

ATTACHMENT:

- RES 2025-10 Amending RES 2024-14 SEC Restructured TC Appoint Chair

**TOWN OF BARTONVILLE
RESOLUTION 2025-10**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING RESOLUTION NO. 2024-14, REGULATING THE SPECIAL EVENTS ADVISORY COMMITTEE, BY AMENDING SECTION 4 TO PROVIDE FOR TOWN COUNCIL APPOINTMENT OF THE CHAIR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bartonville (“Town”), Texas was incorporated as a town by the State of Texas in 1973; and

WHEREAS, the Town Council restructured the Special Events Advisory Committee on July 16, 2024 by Resolution No. 2024-14; and

WHEREAS, the Town Council has determined that it is in the best interest of the health, safety, and welfare of its citizens to amend Resolution No. 2024-14 for the good government of the Town, to amend the Town Code as specified herein.

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

SECTION 1: Incorporation of Premises. The foregoing recitals are adopted and incorporated herein for all purposes.

SECTION 2: Amendment. From and after the effective date of this Resolution, the first bullet point of Section 4 of Resolution No. 2024-14 shall be and read in its entirety as follows, and all other sections and subsections not expressly amended hereby shall remain in full force and effect without amendment:

- “The Town Council shall appoint the Committee Chairperson, and at its first meeting in October, the Committee shall elect a Vice Chair from among its members.”

SECTION 3: Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this the 16th of September 2025.

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

AGENDA ITEM: Consider approval of a contractor services agreement with Steve Koehler for Building Inspection Services beginning October 1, 2025 through September 30, 2026; and authorize the Town Administrator to execute same on behalf of the Town.

SUMMARY:

The fees charged by the long-time building official changed last year. There are no proposed changes to rates this year.

FISCAL INFORMATION:

FY2025-2026 - no new impact.

RECOMMENDED MOTION OR ACTION:

This item is included on the Consent Agenda and will be approved along with the other Consent Agenda items, unless removed for separate consideration.

ATTACHMENTS:

- FY2025-2026 Building Services Contract

AGREEMENT FOR BUILDING INSPECTION SERVICES

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

RECITALS:

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

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

WHEREAS, the parties hereto desire to enter into this Agreement to provide building 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, 2025, and ending September 30, 2026, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Bartonville.
- Section 3. **Scope of Services:** Steve Koehler hereby agrees to provide Bartonville the following services:
- a. **General Services:** Enforce all building and property codes; review and approve plans; issue permits; perform residential and commercial building inspections; confer with architects, contractors, builders, and the general public; and enforce through inspection, and written compliance notification; testify in municipal court if necessary; perform public infrastructure inspections and attend meetings as required.

- b. **Service Calls**: Steve Koehler will provide building inspection and general and special services in consideration for the payment to be made by Bartonville under Section 4a.
- c. **Reports**: Steve Koehler will prepare and submit a biweekly report and invoice to the Town Staff of Bartonville summarizing all building inspection and general and special services activity within the Town limits from the previous two-week period.
- e. **Special Services**: Steve Koehler and/or assigns will install, maintain, or repair public traffic control devices at the direction of Town Staff on an as needed basis. Steve Koehler and/or assigns will perform other property and grounds maintenance services at the direction of Town Staff on an as needed basis. Steve Koehler will provide public infrastructure inspections at the direction of and under the supervision of the Town Administrator.
- f. **Equipment and Availability**: Steve Koehler will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. Steve Koehler will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.

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

- a. Make payment to Steve Koehler, on a biweekly basis and upon receipt of a biweekly report, in accordance with the following fee schedule:
 1. Building Inspections: Thirty-five dollars (\$35) per each inspection per hour with a \$70 minimum.
 2. Plans Review: Seventy dollars (\$70) per hour with a \$35 minimum.
 3. Other General and Special Services: Seventy dollars (\$70) per hour with \$35 minimum, with reimbursement for any materials purchased.
 4. Provide monthly fuel adjustment fee in the amount of five hundred dollars (\$500), to be paid at the end of each quarter.
 5. Provide clerical support and any administrative costs associated with building permits including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

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

Section 6. **Termination:**

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

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

Steven J. Koehler	Bartonville Town Hall
5900 Windridge	1941 E. Jeter Road
Flower Mound, TX 75028	Bartonville, TX 76226

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

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

Section 10. **Supervision/Certifications/Licenses:** At all times during the term of this Agreement, all building inspectors shall be under supervision and control of Steve Koehler. In addition, Steve Koehler and all officers must be certified or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications and licenses along with the costs of any required continuing education classes shall be at the sole expense of Steve Koehler.

Section 11. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

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

Section 13. **Indemnification:** Steve Koehler agrees to hold harmless, save and indemnify the Town of Bartonville and its Officers for any and all claims for damages, personal injury, and/or death that any be asserted against Bartonville arising from Steve Koehler negligence or its performance hereunder, save and except intentional acts of gross negligence by Bartonville. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 14. **Insurance:** Steve Koehler agrees to procure and maintain, at a minimum, \$300,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of Steve Koehler, its officers, employees, or agents under or pursuant to this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of September 2025.

TOWN OF BARTONVILLE

Steven J. Koehler

Kirk Riggs, Town Administrator

Steve Koehler

Attest:

Shannon Montgomery, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

AGENDA ITEM: Consider approval of a contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2025 through September 30, 2026; 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:

This item is included on the Consent Agenda and will be approved along with the other Consent Agenda items, unless removed for separate consideration.

ATTACHMENTS:

- FY2025-2026 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, 2025, and ending September 30, 2026, 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 2025.

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 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

AGENDA ITEM: Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2025 through September 30, 2026; 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; total cost **\$24,750** at the same rate as the previous contract.

RECOMMENDED MOTION OR ACTION:

Move to approve the contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2025 through September 30, 2026; and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

- FY2025-2026 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, 2025 and will continue until September 30, 2026, 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 2025.

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.

DRAFT



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

AGENDA ITEM: Consider approval of a contractor services agreement with Bureau Veritas North America, Inc. for Health Services beginning October 1, 2025 through September 30, 2026; 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:

\$7,000 - \$8,000; same rates as previous contract.

RECOMMENDED MOTION OR ACTION:

This item is included on the Consent Agenda and will be approved along with the other Consent Agenda items, unless removed for separate consideration.

ATTACHMENTS:

- FY2025-2026 Health Services Contract



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

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 16th day of September, 2025, 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 Final and CO inspections and/or for each re-inspection.	\$150.00 per hour
* Minimum one hour	

DRAFT



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

AGENDA ITEM: Consider approval of a contractor services agreement with Analisa Griffith, RS/DS for OSSF Services beginning October 1, 2025 through September 30, 2026; 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:

Reimbursed by homeowners; total cost \$4,000-\$6,000 same standard rates as the previous contract.

RECOMMENDED MOTION OR ACTION:

Move to approve the contractor services agreement with Analisa Griffith, RS/DS for OSSF Services beginning October 1, 2025 through September 30, 2026; and authorize the Town Administrator to execute same on behalf of the Town.

ATTACHMENTS:

- FY2025-2026 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, 2025, and ending September 30, 2026, 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 2025.

TOWN OF BARTONVILLE:

CONTRACTOR:

Kirk Riggs, Town Administrator

Analisa S. Griffith

ATTEST:

Shannon Montgomery, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

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 2025.

SUMMARY:

Per Texas State Laws, the Town is required to publish notice concerning the 2025 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	\$0.161552
Voter-approval Rate	\$0.167738
Proposed Rate	\$0.173646
De minimis Rate	\$0.235144

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 2025 appraisal roll including estimated values is \$853,314,784.00.

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	\$0.161552 per \$100
VOTER-APPROVAL TAX RATE	\$0.167738 per \$100
DE MINIMIS RATE	\$0.235144 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for TOWN OF BARTONVILLE from the same properties in both the 2024 tax year and the 2025 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 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 16, 2025 AT 6:30PM AT 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:

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

FOR the Proposal:

Council Member Roberts
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.

	2024	2025	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	\$947,928	\$1,059,866	increase of 11.81%
Tax on average homestead	\$1,646.04	\$1,840.41	increase of 194.37, or 11.81%
Total tax levy on all properties	\$1,048,875	\$1,188,084	increase of 139,209, or 13.27%

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.

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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:

09/06/2025



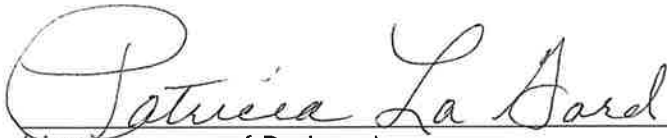
(signature of Authorized Designee)

Subscribed and sworn to before me
this 6th day of September, 2025 by

Chris Brunfield

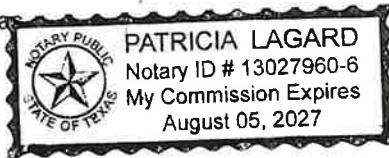
(printed name of Designee)

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: 59468

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 2025 on Thursday, September 18, 2025, 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: MIKE PERRY, SCOTT BOLLIG, BRANDON D. STORY, FELICIA PACEWICZ, AND KEITH ANTIGIOVANNI
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)	\$0.880/\$100 (adopted)	\$0.880/\$100 (proposed)
Difference in tax rates per \$100 of value		\$0.00/\$100
Percentage proposed increase/decrease in rate (+/-)		-0-%
Average appraised value of residence homestead	\$474,146	\$463,819
Total homestead exemption available (excluding exemptions available only for disabled persons or persons 65 or older)	\$37,706	\$17,547
Average taxable value of residence homestead	\$436,440	\$435,697
Taxes on average residence homestead	\$3,840.67	\$3,834.13
Annual increase/decrease in taxes on average residence homestead if proposed tax rate is adopted (+/-)		-\$6.54
Percentage of increase/decrease (+/-)		-0.17%

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 TAX RATE

Denton County Fresh Water Supply District No. 11-A will hold a public hearing on a proposed tax rate for the tax year 2025 on September 15, 2025 at 6:30 p.m. at 701 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.

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FOR the proposal: REBECCA HIX, MITCHELL PAGE, JR., NIKKI GANTZERT, DEAN HONG AND IVONNE UGLJEVAREVIC
AGAINST the proposal: NONE
PRESENT and not voting: NONE
ABSENT not voting: 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)	\$0.71692/\$100 (adopted)	\$0.575435/\$100 (proposed)
Difference in tax rates per \$100 of value (+/-)		-\$0.141485/\$100
Percentage proposed increase/decrease in rate (+/-)		- 19.74%
Average appraised value of residence homestead	\$413,060	\$413,611
Total homestead exemption available (excluding exemptions available only for disabled persons or persons 65 or older)	\$17,432	\$19,706
Average taxable value of residence homestead	\$395,628	\$392,427
Taxes on average residence homestead	\$2,836.33	\$2,258.16
Annual increase/decrease in taxes on average residence homestead if proposed tax rate is adopted (+/-)		- \$578.17
Percentage of increase/decrease (+/-)		- 20.38%

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 49.23602, 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 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	\$0.161552 per \$100
VOTER-APPROVAL TAX RATE	\$0.167738 per \$100
DE MINIMIS RATE	\$0.235144 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for TOWN OF BARTONVILLE from the same properties in both the 2024 tax year and the 2025 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 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 16, 2025 AT 6:30PM AT 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 Roberts, Council Member Sams, Council Member Arens
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.

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.

	2024	2025	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	\$947,928	\$1,059,866	increase of 11.81%
Tax on average homestead	\$1,646.04	\$1,840.41	increase of 194.37, or 11.81%
Total tax levy on all properties	\$1,048,875	\$1,188,084	increase of 139,209, or 13.27%

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.

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 2025 on September 18, 2025, at 12:00 p.m. in-person at 4515 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.

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For the proposal: WAYNE WHITAKER, TERESA PETERSON AND CHRISTINA TRIPLETT
AGAINST the proposal: None
PRESENT not voting: None
ABSENT ALAN MICHLIN, JOAN HIGLEY

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)	\$0.1954/\$100 (adopted)	\$0.1937/\$100 (proposed)
Difference in tax rates per \$100 of value		\$0.001/\$100
Percentage proposed increase/decrease in rate (+/-)		-0.87%
Average appraised value of residence homestead	\$453,315.00	\$447,788.00
Total homestead exemption available (excluding exemptions available only for disabled persons or persons 65 or older)	\$36,216.00	\$7,953.00
Average taxable value of residence homestead	\$417,099.00	\$435,435.00
Taxes on average residence homestead	\$815.01	\$843.53
Annual increase/decrease in taxes on average residence homestead if proposed tax rate is adopted (+/-)		+ 28.52
Percentage of increase/decrease (+/-)		+ 3.499 %

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.



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2024

FROM: Helen-Eve Beadle, AICP, Town Planning Consultant

AGENDA ITEM: Discuss and consider a Preliminary Plat for High Plains at Furst Ranch encompassing approximately 461.421 acres of property situated in the Pinson Wiles Survey, Abstract Number 1339, and A.M. Feltus Survey, Abstract Number 1595, in the western Extraterritorial Jurisdiction (ETJ) of the Town of Bartonville, Denton County, Texas. The property is located generally east of State Highway 377 between Keith Road and Smoot Lane. The applicant is GMcivil on behalf of the owners ARROYO CAP V-1 LLC, SPUR FURST RANCH DEVELOPMENT, LP, and OLD WR RANCH I HACKER LP. [Town of Bartonville File Number PP-2025-002]. ***(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its September 3, 2025, meeting.)***

LAND USE AND ZONING:

The property is located in the Bartonville ETJ, thus no land use or zoning designations apply. The property has been utilized as agricultural and is undeveloped.

SUMMARY:

On August 20, 2024, the Town of Bartonville Town Council approved a Preliminary Plat (Exhibit 4, overall layout) for High Plains at Furst Ranch and the applicant has submitted a revised Preliminary Plat (Exhibit 1) illustrating a change in the street/lot patterns and phasing.

The previously approved Preliminary Plat included 1,115 residential lots and the proposed Preliminary Plat includes 1,104 residential lots. Additionally, along with open space/utility lots the current application includes two (2) Mixed Use lots (previously one (1) Mixed Use lot) that are located southwest of High Plains Trail and north and south of Grismill Drive.

Staff has reviewed the Preliminary Plat and have the following observations based on the new application and previous conditional approval:

1. The roadway pattern along the southern property boundary (Phases 2 and 3) has been altered and staff understands the applicant is currently working with Town of Flower Mound on a Master Thoroughfare Plan Amendment for the alignment that will support vehicle trip capacity and will maintain the Town of Bartonville's desire to limit traffic in the community. A new roadway, Grismill Drive, bisects the Mixed Use area and connects to another roadway south of Smoot Lane/floodplain. The Town of Bartonville's Thoroughfare Plan does not identify thoroughfares in this area of the Town Limits or ETJ. The Town of Flower Mound staff support the proposed Thoroughfare Plan Amendment.

2. The applicant requests consideration for the Marigold Trail and Peppervine Lane intersection at Brushland Trail (Sheets 2 and 4 of Preliminary Plat, Phases 1 and 4A) waiver to allow an intersection offset less than 300 feet. The Town Council previously approved the waiver request on August 20, 2024 with the Preliminary Plat and staff recommends the waiver be approved by Town Council for the current Preliminary Plat application. The offset shall not be less than 140 feet. The waiver request outlining reasons and supporting information is included as an attachment (Exhibit 3) to this agenda item.
3. A previous approval condition required secondary access to US 377. The access has been provided through a Town of Argyle ETJ Final Plat phase (High Plains Trail). Additionally, a 20-foot all-weather emergency access easement (separate instrument) to Smoot Lane is illustrated on the Phase 1 Final Plat that was approved in June of 2025.
4. Staff noted the open space lots with significant utilities (elevated storage tank, pump station/well site, and sewage treatment facility) and has concerns regarding the ownership and maintenance. The MUD and/or the HOA will be responsible for these lots and the owner/developer will add easements (utility and drainage) as phases are final platted. The NOTES section on the Preliminary Plat shall be updated to ensure appropriate ownership and maintenance of the X lots.
5. Lots 3X, 4X, and 5X (Block 45) shall be on a new Block 46 since they are separated by a ROW/Grismill Drive. The applicant has stated they will revise the plat and drawings accordingly.
6. Preliminary and Final Plats shall comply with Final Plat approval block per the Town's Code. The applicant will verify the use of the current approval block for plats.
7. Town references shall be updated to reflect Town of Flower Mound, Town of Argyle or Town of Argyle ETJ, and Town of Bartonville or Town of Bartonville ETJ. Verify jurisdiction locations on Preliminary Plat. The applicant has stated they will update the jurisdiction references.
8. Lots that may require floodplain reclamation shall comply with Denton County jurisdictional review. The zone AE floodplain boundary shall be reflected on the final plats.
9. Finished Floor Elevations (FFE) shall be provided on Final Plat phases.

The applicant has submitted a preliminary water layout, preliminary sewer layout, preliminary drainage layout, and preliminary pad grading plan, along with the preliminary plat. The Interlocal Cooperation Agreement (ICA) between the Town of Bartonville and Denton County references the authority to regulate subdivision under Chapter A of Chapter 212 of the Texas Local Government Code (TLGC) and the Town of Bartonville's jurisdiction is limited to plat review. According to the Town Engineer, to date, ETJ plat reviews have strictly been limited to plat review. Water (Town of Argyle water is the supplier to the MUD) and sewer services will be provided through Furst Ranch MUD 1. The civil engineering plan reviews are performed by Denton County Development Services, the MUD, and the Certificate of Convenience and Necessity (CCN) providers actually serving an area.

The Town of Bartonville's Development Ordinance requires compliance with the adopted ordinances and regulations for plat approval. The Preliminary Plat generally aligns with town standards and is recommended for conditional approval, pending resolution of specific conditions outlined in the recommended conditions of approval.

STAFF RECOMMENDATION:

Approve with Conditions.

PLANNING & ZONING COMMISSION RECOMMENDATION:

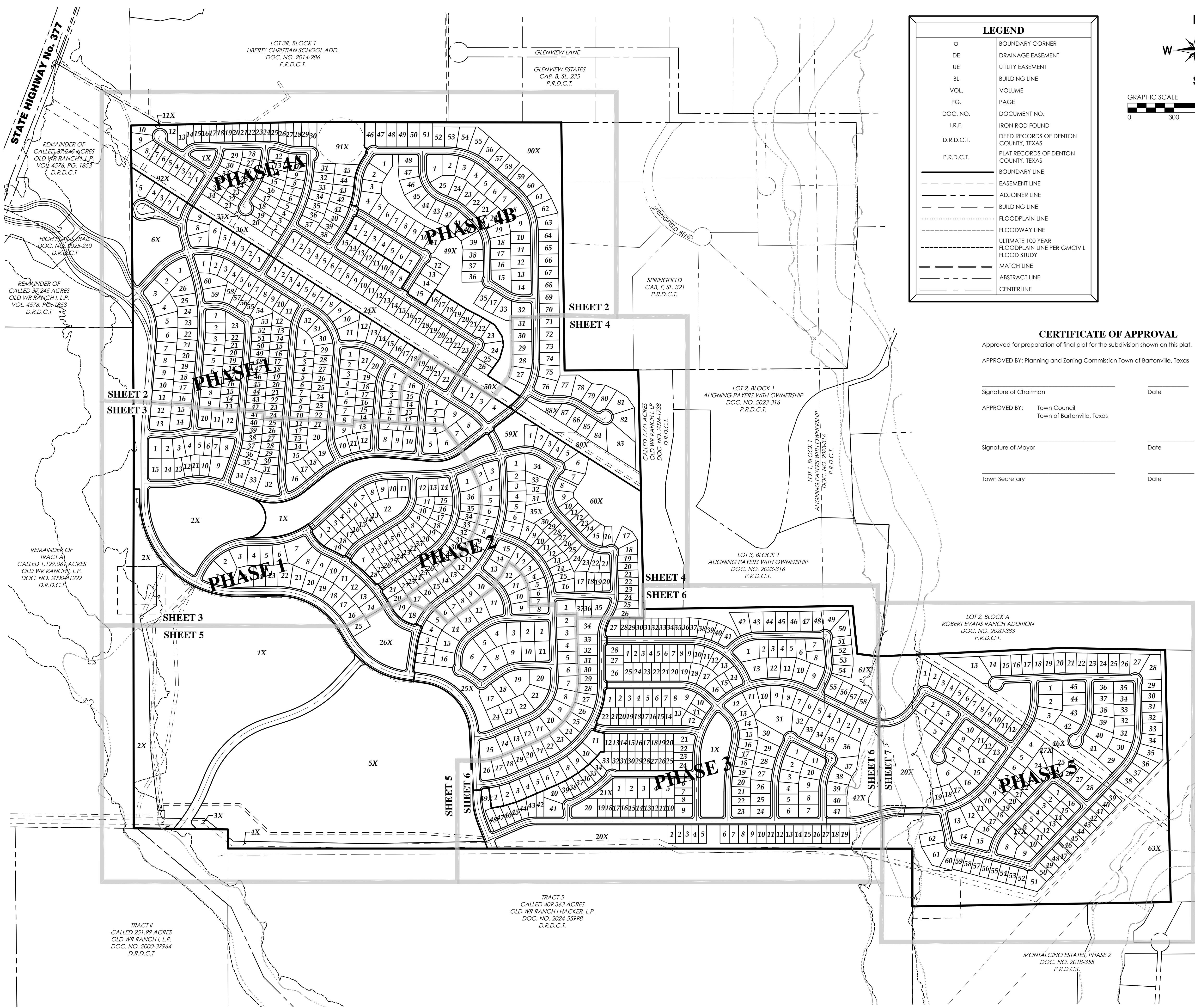
Approve with Conditions.

PLANNING & ZONING COMMISSION RECOMMENDED CONDITIONS OF APPROVAL:

1. The requested waiver for the intersection geometry at Marigold Trail and Peppervine Lane for an offset less than 300 feet and a minimum of 140 feet is recommended for approval.
2. The applicant shall update the NOTES section to ensure open space/utility lots and easements are properly referenced for ownership and maintenance.
3. Lots 3X, 4X, and 5X (Block 45) shall be on a new Block 46 since they are separated by a ROW/Grismill Drive?
4. Town references shall be updated to reflect Town of Flower Mound, Town of Argyle or Town of Argyle ETJ, and Town of Bartonville or Town of Bartonville ETJ. Verify jurisdiction locations on Preliminary Plat. The applicant has stated they will update the jurisdiction references.
5. Lots that may require floodplain reclamation shall comply with Denton County jurisdictional review. The zone AE floodplain boundary shall be reflected on the final plats.
6. Finished Floor Elevations (FFE) shall be provided on Final Plat phases.
7. The Preliminary Plat and Final Plats shall contain a signature block for Town approval, following the configuration and signatories listed in Bartonville Development Ordinance Section 2.7.c.

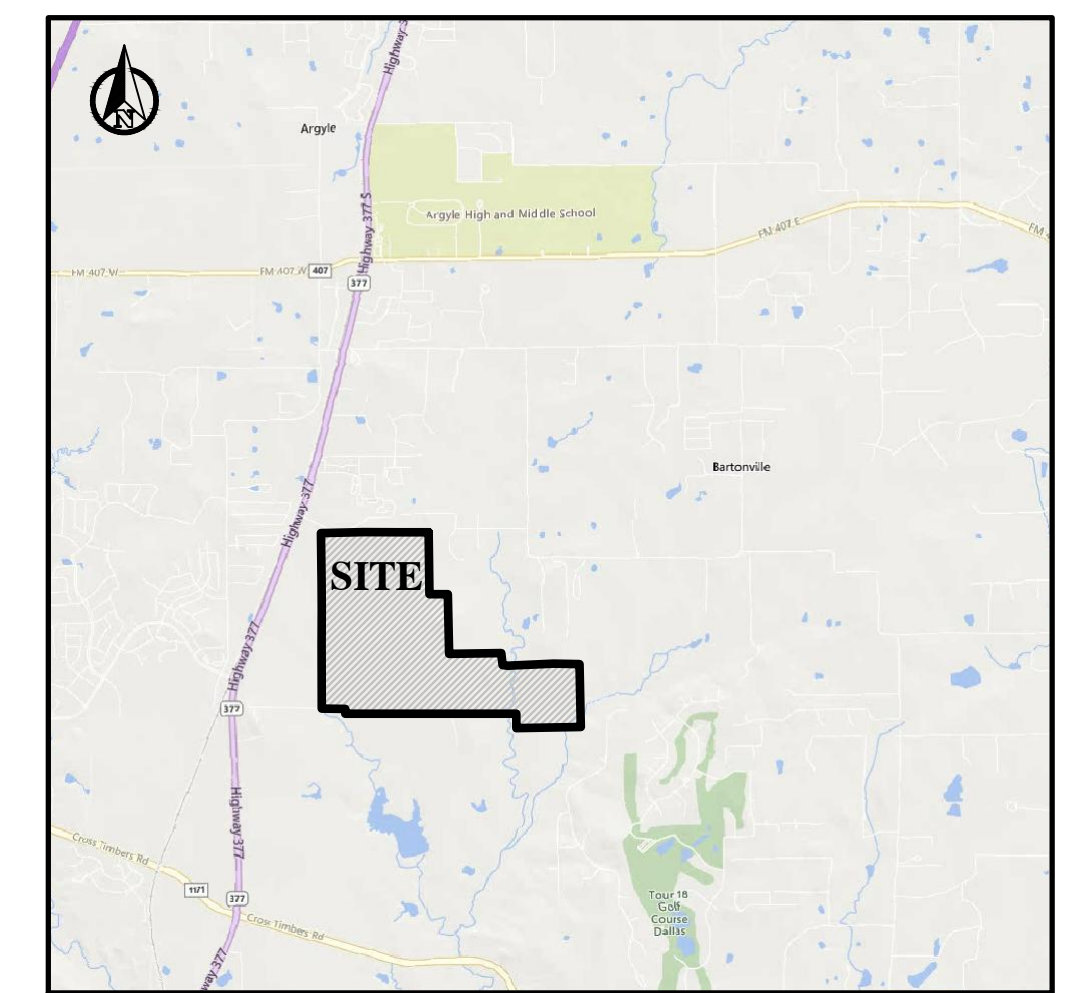
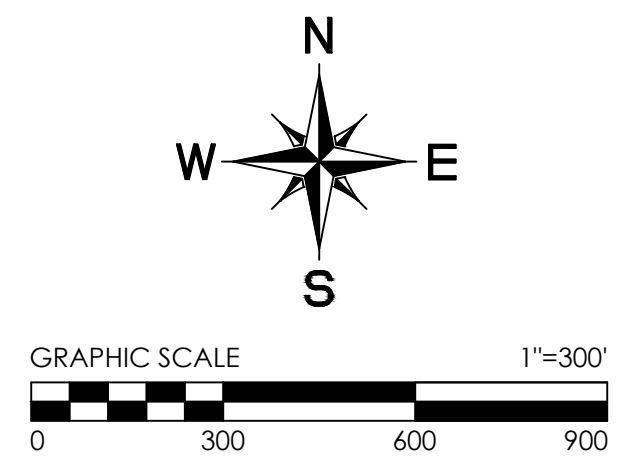
ATTACHMENTS:

1. High Plains at Furst Ranch Preliminary Plat
2. High Plains at Furst Ranch Preliminary Plat application packet
3. High Plains Intersection Offset Waiver Request
4. 2024 Preliminary Plat, Sheet 1 (for reference)



LEGEND

O	BOUNDARY CORNER
DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
BL	BUILDING LINE
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NO.
I.R.F.	IRON ROD FOUND
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS OF DENTON COUNTY, TEXAS
---	BOUNDARY LINE
- - -	EASEMENT LINE
- · - · -	ADJOINER LINE
- · - -	BUILDING LINE
- · - · - · -	FLOODPLAIN LINE
- · - · - · - · -	FLOODWAY LINE
- · - · - · - · - · -	ULTIMATE 100 YEAR FLOODPLAIN LINE PER GMCIVIL FLOOD STUDY
- · - · - · - · - · - · -	MATCH LINE
- · - · - · - · - · - · - · -	ABSTRACT LINE
- · - · - · - · - · - · - · - · -	CENTERLINE



SEE SHEET 8 FOR LINE AND CURVE TABLES

CERTIFICATE OF APPROVAL

Approved for preparation of final plat for the subdivision shown on this plat.

APPROVED BY: Planning and Zoning Commission Town of Bartonville, Texas

Signature of Chairman _____ Date _____

APPROVED BY: Town Council
Town of Bartonville, Texas

Signature of Mayor _____ Date _____

Town Secretary _____ Date _____

OWNER/DEVELOPER:



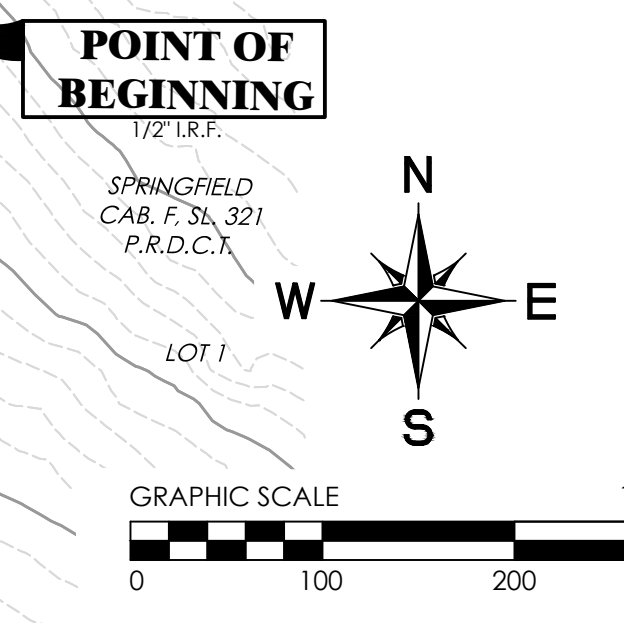
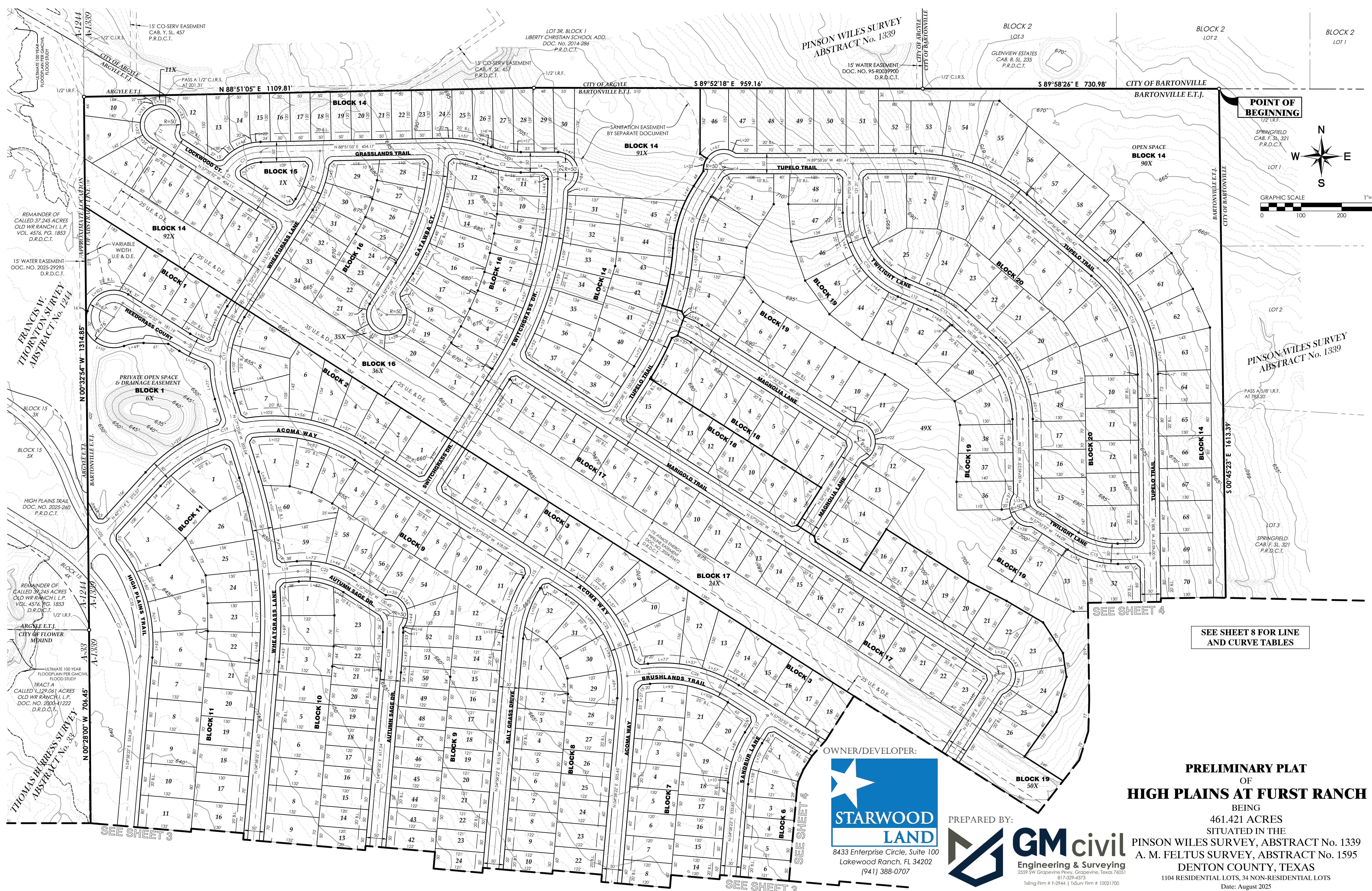
8433 Enterprise Circle, Suite 100
Lakewood Ranch, FL 34202
(941) 388-0707

PREPARED BY:



PRELIMINARY PLAT OF HIGH PLAINS AT FURST RANCH

BEING
461.421 ACRES
SITUATED IN THE
PINSON WILES SURVEY, ABSTRACT No. 1339
A. M. FELTUS SURVEY, ABSTRACT No. 1595
DENTON COUNTY, TEXAS
1104 RESIDENTIAL LOTS, 34 NON-RESIDENTIAL LOTS
Date: August 2025



SEE SHEET 8 FOR LINE AND CURVE TABLES

SEE SHEET 4

OWNER/DEVELOPER:



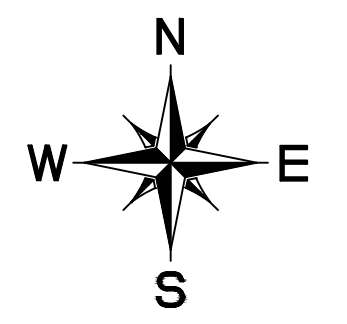
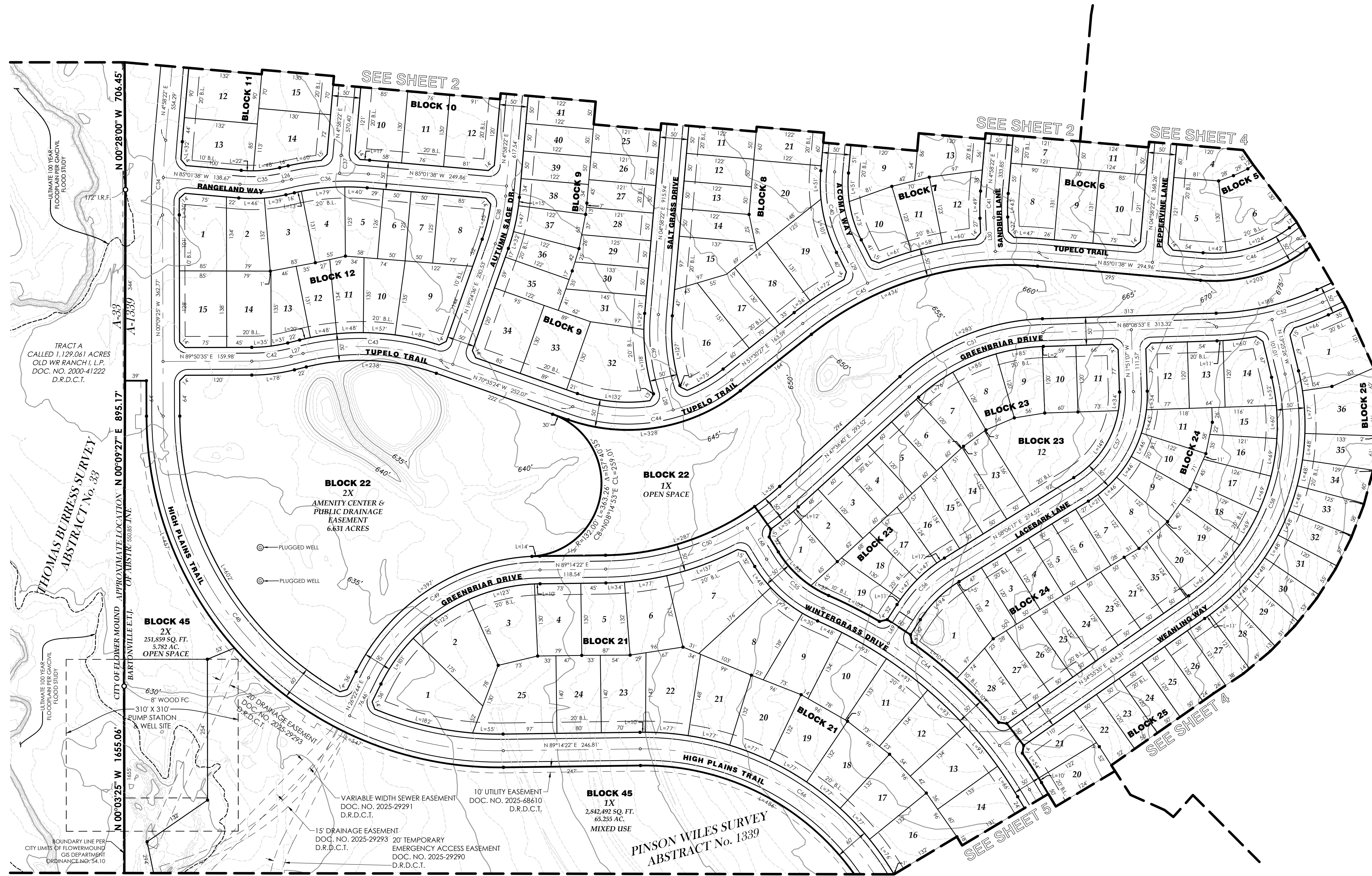
8433 Enterprise Circle, Suite 100
Lakewood Ranch, FL 34202
(941) 388-0707

PREPARED BY:



2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
T/Eng Firm # F-2944 | T/Survey Firm # 10021700

PRELIMINARY PLAT
OF
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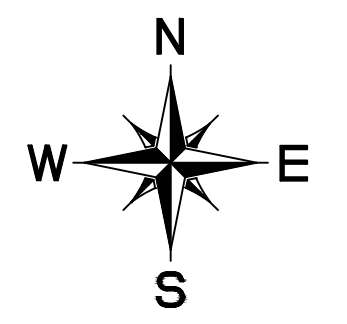
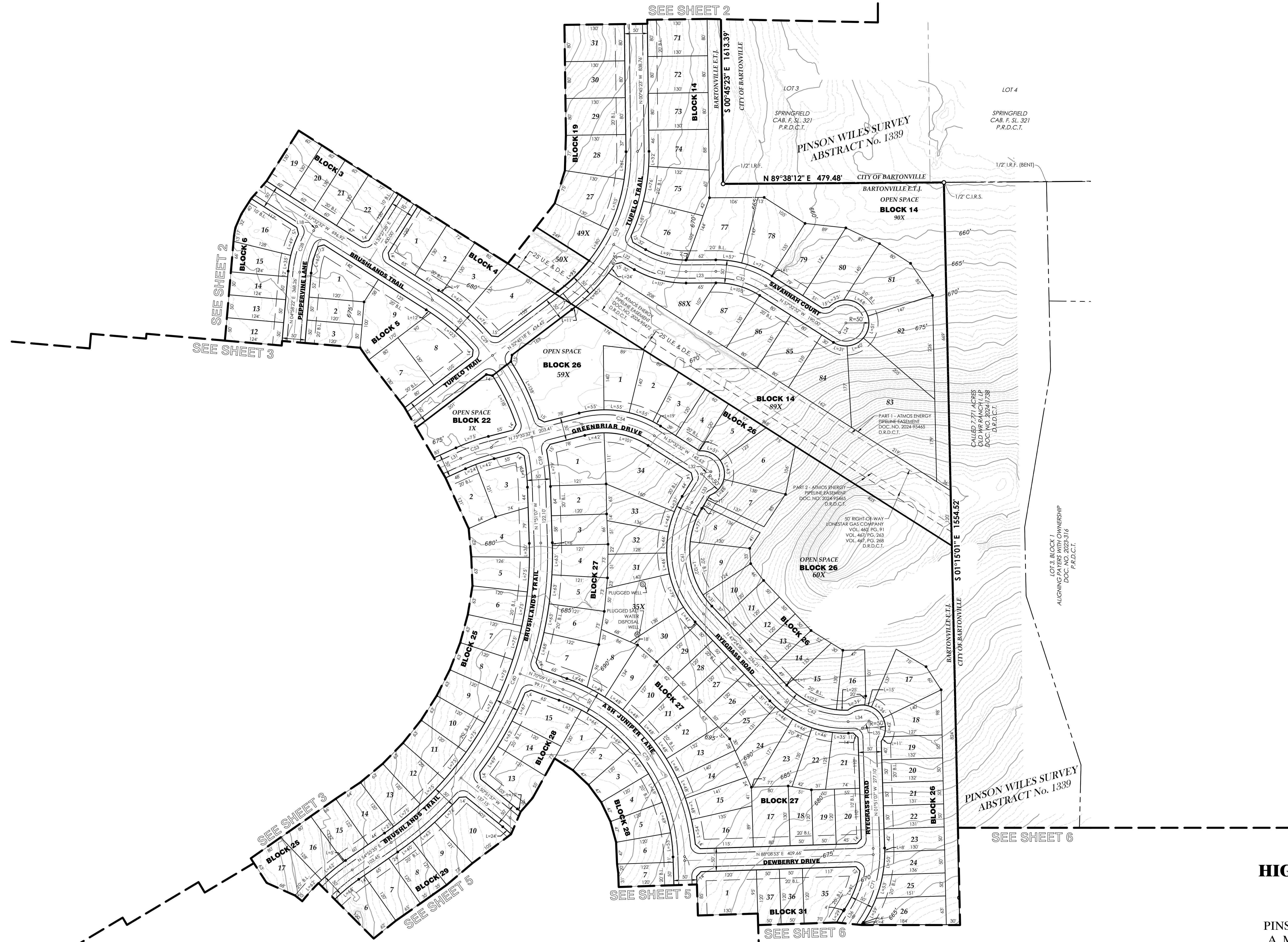
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PREPARED BY:



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Date: August 2025

E:\23002 - Hines - Furst Ranch (Flower Mound)\CGO\PP\AT\PP\AT 2023\23002-2025-PP\AT\BASE SHEETS.dwg



SEE SHEET 8 FOR LINE AND CURVE TABLES

OWNER/DEVELOPER:



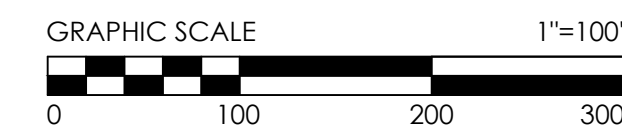
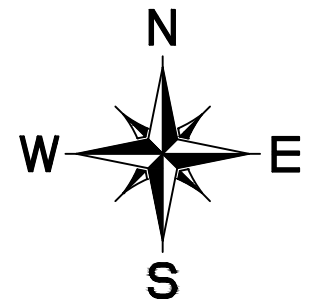
8433 Enterprise Circle, Suite 100
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PREPARED BY:

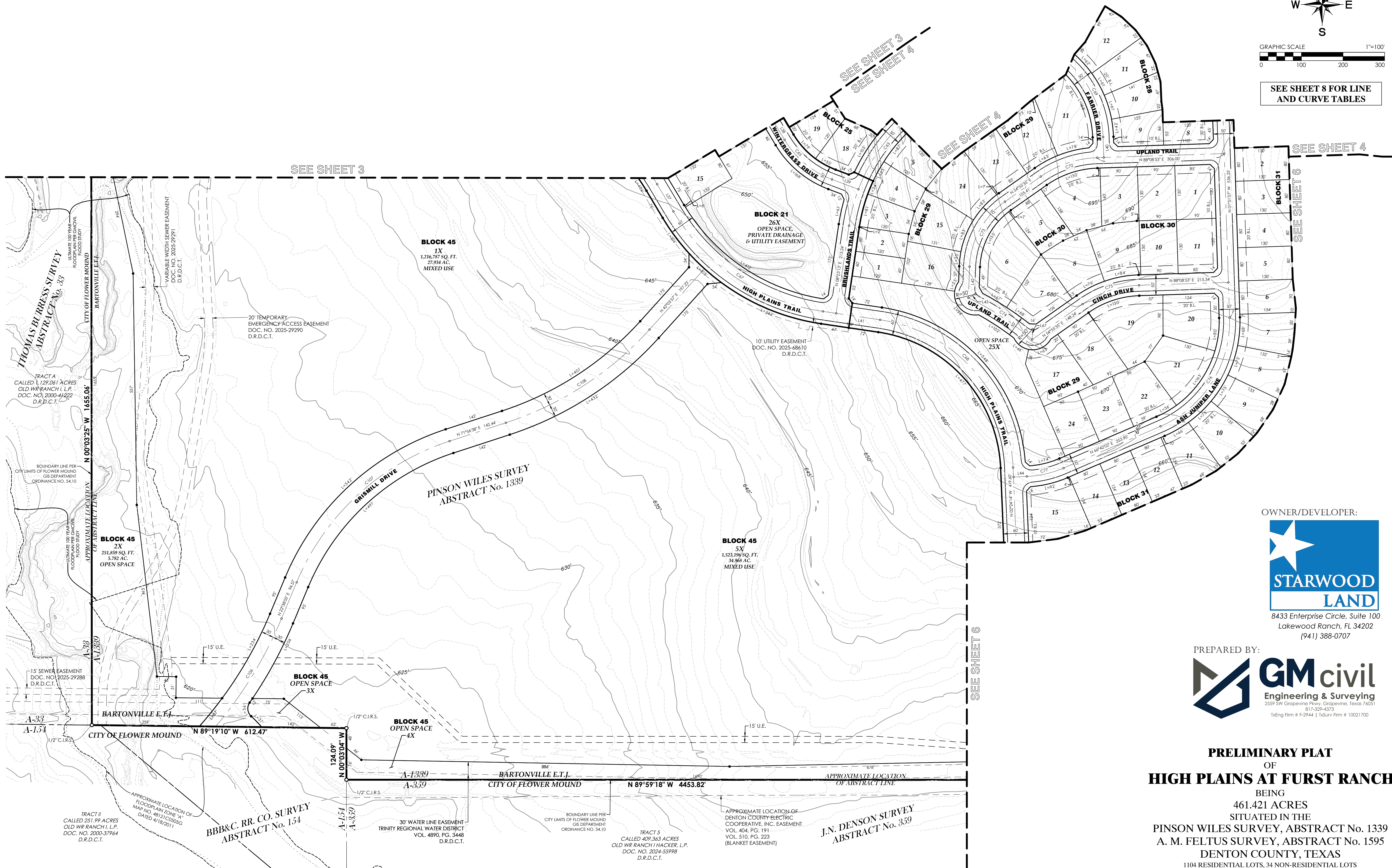


PRELIMINARY PLAT
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A. M. FELTUS SURVEY, ABSTRACT No. 1595
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1104 RESIDENTIAL LOTS, 34 NON-RESIDENTIAL LOTS
Date: August 2025



SEE SHEET 8 FOR LINE AND CURVE TABLES



SEE SHEET 3

SEE SHEET 3
SEE SHEET 4

SEE SHEET 4

SEE SHEET 4

SEE SHEET 6

SEE SHEET 6

OWNER/DEVELOPER:



8433 Enterprise Circle, Suite 100
Lakewood Ranch, FL 34202
(941) 388-0707

PREPARED BY:

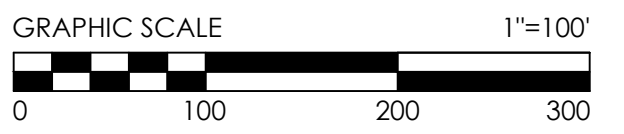
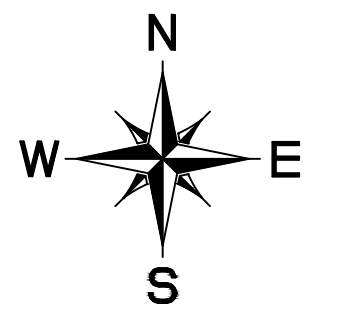


2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
T:Eng Firm # F-2944 | T:Surv Firm # 10021700

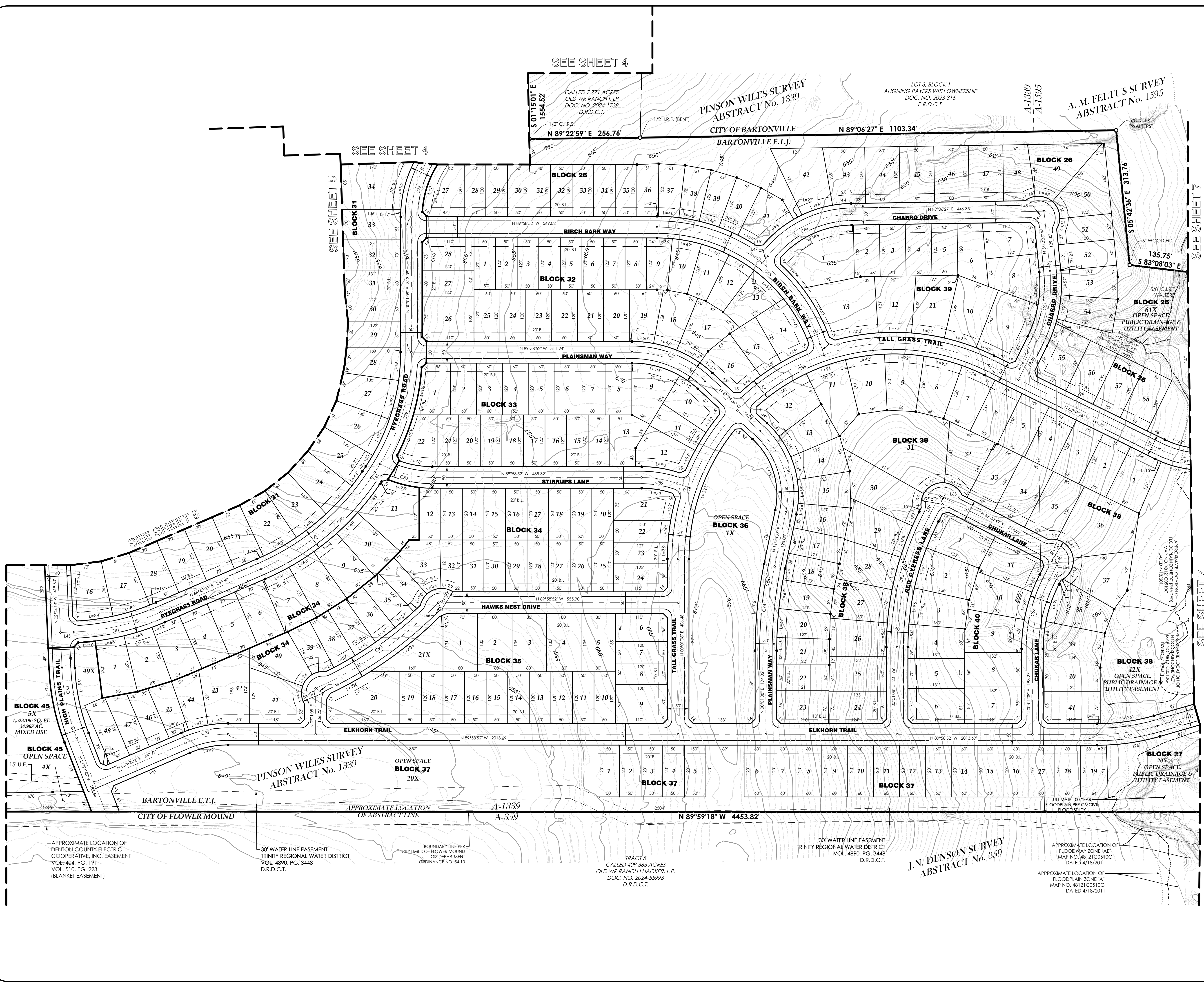
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Date: August 2025

EX:23002 - Hines - Furst Ranch (Flower Mound) VCCO/PP/AT/PP/AT 2025/23002-2025 PP/AT TASES SHEETS.dwg



SEE SHEET 8 FOR LINE AND CURVE TABLES



SEE SHEET 4

SEE SHEET 4

SEE SHEET 5

SEE SHEET 7

SEE SHEET 7

SEE SHEET 4
S 01°15'01" E 1594.52'
N 89°22'59" E 256.76'
1/2" C.I.R.S.
1/2" U.R.F. (BENT)

PINSON WILES SURVEY
ABSTRACT No. 1339
CITY OF BARTONVILLE
BARTONVILLE E.T.J.

LOT 3, BLOCK 1
ALIGNING PAYERS WITH OWNERSHIP
DOC. NO. 2023-316
P.R.D.C.T.

A-1339
A-1595
A. M. FELTUS SURVEY
ABSTRACT No. 1595

OWNER/DEVELOPER:

8433 Enterprise Circle, Suite 100
Lakewood Ranch, FL 34202
(941) 388-0707

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TrEng Firm # F-2944 | TrSur Firm # 10021700

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A. M. FELTUS SURVEY, ABSTRACT No. 1595
DENTON COUNTY, TEXAS
1104 RESIDENTIAL LOTS, 34 NON-RESIDENTIAL LOTS
Date: August 2025

APPROXIMATE LOCATION OF DENTON COUNTY ELECTRIC COOPERATIVE, INC. EASEMENT VOL. 404, PG. 191 VOL. 510, PG. 223 (BLANKET EASEMENT)

30' WATER LINE EASEMENT TRINITY REGIONAL WATER DISTRICT VOL. 4890, PG. 3448 D.R.D.C.T.

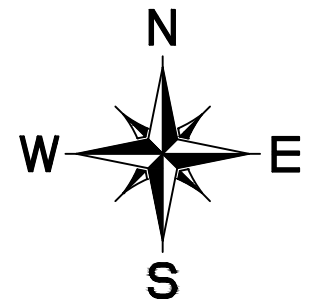
BOUNDARY LINE PER CITY LIMITS OF FLOWER MOUND GIS DEPARTMENT ORDINANCE NO. 54.10

TRACT 5 CALLED 409.363 ACRES OLD WR RANCH HACKER, L.P. DOC. NO. 2024-55998 D.R.D.C.T.

30' WATER LINE EASEMENT TRINITY REGIONAL WATER DISTRICT VOL. 4890, PG. 3448 D.R.D.C.T.

J.N. DENSON SURVEY ABSTRACT No. 359

APPROXIMATE LOCATION OF FLOODWAY ZONE "AE" MAP NO. 48121C0510G DATED 4/18/2011
APPROXIMATE LOCATION OF FLOODPLAIN ZONE "A" MAP NO. 48121C0510G DATED 4/18/2011



SEE SHEET 8 FOR LINE AND CURVE TABLES

SEE SHEET 6



SEE SHEET 6

J.N. DENSON SURVEY
ABSTRACT No. 339

T&P RR. CO. SURVEY
ABSTRACT No. 1303

OWNER/DEVELOPER:

8433 Enterprise Circle, Suite 100
Lakewood Ranch, FL 34202
(941) 388-0707

PREPARED BY:

GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
1st Eng Firm # F-2944 | 1st Surv Firm # 10021700

PRELIMINARY PLAT
OF
HIGH PLAINS AT FURST RANCH
BEING
461.421 ACRES
SITUATED IN THE
PINSON WILES SURVEY, ABSTRACT No. 1339
A. M. FELTUS SURVEY, ABSTRACT No. 1595
DENTON COUNTY, TEXAS
1104 RESIDENTIAL LOTS, 34 NON-RESIDENTIAL LOTS
Date: August 2025

OWNER'S CERTIFICATION:

WHEREAS, OLD WR RANCH HACKER, LP, Spur Furst Ranch Development, L.P., and Arroyo Cap V-1, LLC are Owners of that certain lot, tract, or parcel of land, situated in a portion of the Pinson Wiles Survey, Abstract No. 1339, and the A. M. Felts Survey, Abstract No. 1595, Denton County, Texas, being all of that certain called 34,940 acre tract described in deed to Arroyo Cap V-1, LLC recorded in Document No. 2025-39275 of the Deed Records of Denton County, Texas (DRDCT), all of that certain called 48,341 acre tract described in a deed to same recorded in Document No. 2025-39277 (DRDCT), being part of that certain called 91,851 acre tract described as Tract 1 in a deed to Spur Furst Ranch Development, L.P., recorded in Document No. 2025-34283 (DRDCT), being part of that certain called 131,318 acre tract described as Tract 3, part of that certain called 244,156 acre tract described as Tract 4, part of that certain called 409,363 acre tract described as Tract 5 in a deed to Old WR Ranch I Hacker, LP recorded in Document No. 2024-55998 (DRDCT), being part of that certain called 74,176 acre tract described in a deed to same recorded in Document No. 2024-23643 and Document No. 2024-23663 (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod found for the Northeast corner of said 48,341 acre tract, the Northwest corner of Lot 1 of Springfield a subdivision recorded in Cabinet F, Slide 321 of the Plat Records of Denton County, Texas (PRDCT), and being in the South line of Lot 2, Block 2 of Glenview Estates recorded in Cabinet B, Slide 235 (PRDCT);

THENCE South 00 deg. 45 min. 23 sec. East departing said South line and continue along the East line of said 48,341 acre tract and the West line of said Springfield subdivision, at 783.20 feet pass a 5/8" iron rod found, continue along said East and West lines a total distance of 1,613.39 feet to a 1/2" iron rod found for an ell corner of said 48,341 acre tract and the Southwest corner of said Springfield subdivision;

THENCE North 89 deg. 38 min. 12 sec. East along a North line of said 48,341 acre tract, and the South line of said Springfield subdivision, a distance of 479.48 feet to a 1/2" capped iron rod set stamped "GMCivil", hereinafter referred to as 1/2" capped iron rod set, for the most easterly Northeast corner of said 48,341 acre tract, the Northwest corner of a called 7,771 acre tract described in a deed to Old WR Ranch I Hacker, LP recorded in Document No. 2024-1738 (DRDCT);

THENCE South 01 deg. 15 min. 01 sec. East departing said South line and continue along the East line of said 48,341 acre tract and the West line of said 7,771 acre tract, a distance of 1,534.52 feet to a 1/2" capped iron rod set for the Southeast corner of said 74,176 acre tract, the Southwest corner of said 7,771 acre tract and being in the North line of said 244,156 acre tract;

THENCE North 89 deg. 22 min. 59 sec. East along said North line and the South line of said 7,771 acre tract, a distance of 256.76 feet to a 1/2" iron rod found (bent) for the Southeast corner of said 7,771 acre tract and the most westerly Southwest corner of Lot 3, Block 1 of Aligning Payers with Ownership recorded in Document No. 2023-316 (PRDCT);

THENCE North 89 deg. 06 min. 27 sec. East along said North line and the South line of said Lot 3, Block 1, a distance of 1,103.34 feet to a 5/8" capped iron rod found stamped "WALTERS" for an ell corner of said Lot 3, Block 1 and an ell corner of said 244,156 acre tract;

THENCE South 05 deg. 42 min. 36 sec. East along an East line of said 244,156 acre tract and a West line of said Lot 3, Block 1, a distance of 313.76 feet to a 6" wood fence corner for an ell corner of said 244,156 acre tract and the most southerly Southwest corner of said Lot 3, Block 1;

THENCE South 83 deg. 08 min. 03 sec. East along the North line of said 244,156 acre tract and the South line of said Lot 3, Block 1, a distance of 135.75 feet to a 5/8" capped iron rod found stamped "WALTERS" for the Southeast corner of said Lot 3, Block 1 and the Southwest corner of Lot 2, Block A of Robert Evans Ranch Addition recorded in Document No. 2020-383 (PRDCT);

THENCE North 87 deg. 24 min. 15 sec. East along the North line of said 244,156 acre tract and the South line of said Lot 2, Block A, a distance of 1,197.72 feet to a 30" Oak Tree;

THENCE South 88 deg. 55 min. 31 sec. East along said North and South lines, a distance of 672.12 feet to a 5" metal fence corner for the most easterly Northeast corner of said 244,156 acre tract and the Northwest corner of a called 72,766 acre tract described in a deed to MM Montalcino Phase III, LLC recorded in Document No. 2025-21762 (DRDCT);

THENCE South 01 deg. 15 min. 16 sec. East departing said South line and continue along the East line of said 244,156 acre tract and the West line of said 72,766 acre tract, a distance of 1,640.18 feet to a 5/8" iron rod found for the Southeast corner of said 244,156 acre tract, the southwest corner of said 72,766 acre tract and being in the North line of Montalcino Estates, Phase 2 recorded in Document No. 2018-355 (PRDCT);

THENCE South 89 deg. 01 min. 43 sec. West along the South line of said 244,156 acre tract, the North line of said Montalcino Estates, Phase 2, a distance of 1,680.97 feet to a point for corner for an ell corner of said 244,156 acre tract, the Northwest corner of said Montalcino Estates, Phase 2, being in the East line of said 409,363 acre tract and being in the City Limit Line of Flower Mound per the GIS Department and City Ordinance No. 54-10, from which a 5/8" capped iron rod found stamped "1640" for reference bears South 17 deg. 02 min. 24 sec. West - 0.69 feet, another 5/8" capped iron rod found stamped "1640" for reference bears North 89 deg. 01 min. 43 sec. East - 10.55 feet and another 5/8" capped iron rod found stamped "1640" for reference bears South 00 deg. 01 min. 23 sec. East - 8.13 feet;

THENCE North 00 deg. 01 min. 23 sec. West along said East line, the West line of said 244,156 acre tract and the City of Flower Mound City Limit Line, a distance of 376.01 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 59 min. 18 sec. West departing said East and West lines and continue along said City Limit Line, a distance of 4,453.82 feet to a 1/2" capped iron rod set;

THENCE North 00 deg. 03 min. 04 sec. West along said City Limit line, a distance of 124.09 feet to a 1/2" capped iron rod set in the North line of said 409,363 acre tract and the South line of said 244,156 acre tract;

THENCE North 89 deg. 19 min. 10 sec. West along said North and South lines and City Limit Line, a distance of 612.47 feet to a 1/2" capped iron rod set for the Southwest corner of said 244,156 acre tract;

THENCE North 00 deg. 03 min. 25 sec. West along the West line of said 244,156 acre tract and said City Limit Line, a distance of 1,655.06 feet to a 8" wood fence corner found for the Northwest corner of said 244,156 acre tract, the Southwest corner of said 74,176 acre tract, and an ell corner of a called 1,129,061 acre tract described in a deed to Old WR Ranch I, LP recorded in Document No. 2000-4122 (DRDCT);

THENCE North 00 deg. 09 min. 27 sec. East along said West line, the East line of said 1,129,061 acre tract and City Limit line, a distance of 895.17 feet to a 1/2" iron rod found for an angle point in the West line of said 91,851 acre tract;

THENCE North 00 deg. 28 min. 00 sec. West continuing along said East line, the West line of said 91,851 acre tract and said City Limit line, a distance of 706.45 feet to a 1/2" iron rod found for the most northerly Northeast corner of said 1,129,061 acre tract and the Northeast corner of a called 31,334 acre tract described in deed to Old WR Ranch I Hacker, L.P., recorded Document No. 2024-55998 (DRDCT);

THENCE North 00 deg. 32 min. 54 sec. West departing said City Limit Line and continue along the East line of said 31,334 acre tract and said West line, a distance of 1,314.85 feet to a 1/2" iron rod found for an ell corner of said 31,334 acre tract and the Northwest corner of said 34,940 tract;

THENCE North 88 deg. 51 min. 05 sec. East along the North line of said 34,940 acre tract and a South line of said 31,334 acre tract, at 201.31 pass a 1/2" capped iron rod set for the most easterly Northeast corner of said 31,334 acre tract and an angle point in the South line of Lot 3R, Block 1 of Liberty Christian School Addition recorded in Document No. 2014-286 (PRDCT) and continue along said North and South lines a total distance of 1,109.81 feet to a 1/2" iron rod found;

THENCE South 89 deg. 52 min. 18 sec. East along said North and South lines, a distance of 959.16 feet to a 1/2" capped iron rod set for the Southeast corner of said Lot 3R, Block 1 and the Southwest corner of Lot 3, Block 2 of said Glenview Estates;

THENCE South 89 deg. 58 min. 24 sec. East along said North line and the South lines of said Glenview Estates, a distance of 730.98 feet to the POINT OF BEGINNING, containing 20,099,507 square feet or 461,421 acres of land, more or less.

NOTES
1. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation. The combined scale factor for this is 0.999840425. This factor is to be applied to any ground coordinate or distance values in order to reduce said values to State Plane grid.

2. The surveyed property is located within an area having Flood Zone Classification "A", "AE", & "X" (shaded) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 48121C0510G & 48121C0505C, with a date of identification of April 18, 2011, for Community No. 480774, in Denton County, State of Texas, which is the current Flood Insurance Rate Map for the community in which the property is situated. Approximate location of floodplain and/or floodway lines are shown on the survey.

3. All 1/2" iron rod set with yellow plastic cap stamped "GMCivil" unless otherwise noted.

4. Selling a portion of this Addition by metes and bounds is a violation of Town ordinance and State law, and is subject to fines and/or withholding of utilities and building permits.

5. The subdivided area shown on this plat is legally owned by the applicant OLD WR RANCH I HACKER L.P., Spur Furst Ranch Development, L.P., & ARROYO CAP V-1, LLC

6. All right-of-way's shown on this plat will be owned and maintained by the Municipal Utility District for public use and utility purposes.

7. All parcels ending in "X", with the exception of Block 45, Lot 1X & 5X, are open space parcels to be owned and maintained by the H.O.A. of Municipal Utility District. Said parcels shall be encumbered with a public access and utility easement of their entirety.

OWNER'S CERTIFICATION CONT...

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That OLD WR RANCH I HACKER, LP, Spur Furst Ranch Development, L.P., & ARROYO CAP V-1, LLC acting herein by and through his (his) duly authorized officers, does hereby adopt this plat designating the hereinabove described property as HIGH PLAINS AT FURST RANCH, an addition to the Town of Bartonville, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon. The streets are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Bartonville. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Bartonville's use thereof. The Town of Bartonville and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Bartonville and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time procuring permission from anyone. This plat approved subject to all pitting ordinances, rules, regulations and resolutions of the Town of Bartonville, Texas

WITNESS, my hand, this the ____ day of _____, 20__.

By: _____
Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires on : _____

WITNESS, my hand, this the ____ day of _____, 20__.

By: _____
Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires on : _____

WITNESS, my hand, this the ____ day of _____, 20__.

By: _____
Authorized Signature of Owner

Printed Name and Title

STATE OF TEXAS §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires on : _____

SURVEYOR'S CERTIFICATE

I, John N. Rogers, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Development Ordinance of the Town of Bartonville.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Issued for review 8/1/2025 8:14 AM

John N. Rogers
Registered Professional Land Surveyor No. 6372
GMCivil
2559 SW Grapevine Pkwy.
Grapevine, TX 76051
Metro (817) 329-4373

STATE OF TEXAS §
COUNTY OF TARRANT §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John N. Rogers, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires on : _____

Table with 6 columns: CURVE #, RADIUS, ARC LENGTH, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Contains 50 rows of curve data.

Table with 6 columns: CURVE #, RADIUS, ARC LENGTH, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Contains 100 rows of curve data.

Table with 6 columns: CURVE #, RADIUS, ARC LENGTH, DELTA ANGLE, CHORD BEARING, CHORD LENGTH. Contains 8 rows of curve data.

Table with 3 columns: LINE #, BEARING, DISTANCE. Contains 15 rows of line data.

Table with 3 columns: LINE #, BEARING, DISTANCE. Contains 15 rows of line data.

Table with 8 columns: PHASES 1- 5 OVERALL LOT MATRIX TABLE. Columns: 50' WIDE, 60' WIDE, 65' WIDE, 70' WIDE, 80' WIDE, 90' WIDE, TOTAL, ACRES. Values: 363, 302, 40, 197, 175, 27, 1104, 388.643.

Table with 8 columns: PHASE 3 LOT MATRIX TABLE. Columns: 50' WIDE, 60' WIDE, 70' WIDE, 80' WIDE, TOTAL, ACRES. Values: 98, 65, 28, 32, 223, 70.638.

Table with 8 columns: PHASE 1 LOT MATRIX TABLE. Columns: 50' WIDE, 60' WIDE, 70' WIDE, 80' WIDE, 90' WIDE, TOTAL, ACRES. Values: 100, 77, 43, 43, 4, 267, 89.261.

Table with 8 columns: PHASE 4 LOT MATRIX TABLE. Columns: 50' WIDE, 60' WIDE, 70' WIDE, 80' WIDE, TOTAL, ACRES. Values: 63, 57, 54, 57, 231, 83.282.

Table with 8 columns: PHASE 2 LOT MATRIX TABLE. Columns: 50' WIDE, 60' WIDE, 65' WIDE, 70' WIDE, 80' WIDE, 90' WIDE, TOTAL, ACRES. Values: 102, 31, 40, 30, 15, 23, 241, 76.305.

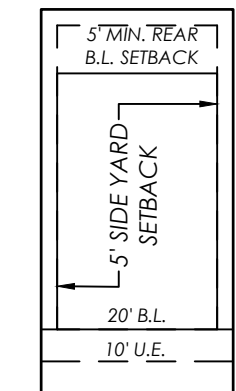
Table with 8 columns: PHASE 5 LOT MATRIX TABLE. Columns: 50' WIDE, 60' WIDE, 70' WIDE, 80' WIDE, TOTAL, ACRES. Values: 0, 72, 42, 28, 142, 69.157.

OWNER/DEVELOPER:



8433 Enterprise Circle, Suite 100
Lakewood Ranch, FL 34202
(941) 388-0707

PREPARED BY:



TYPICAL LOT DETAIL

N.T.S.

NOTE
FINAL PLATS SHALL INCLUDE A 10' U.E. ADJACENT TO THE PUBLIC RIGHT-OF-WAY FOR ALL LOTS.

PRELIMINARY PLAT OF HIGH PLAINS AT FURST RANCH

BEING 461,421 ACRES SITUATED IN THE PINSON WILES SURVEY, ABSTRACT No. 1339 A. M. FELTUS SURVEY, ABSTRACT No. 1595 DENTON COUNTY, TEXAS

1104 RESIDENTIAL LOTS, 34 NON-RESIDENTIAL LOTS
Date: August 2025



TOWN OF BARTONVILLE DEVELOPMENT APPLICATION

Item H2.

Application Type (check all applicable):

- Sketch Plat Land Study Preliminary Final
 Development Replat Amending Plat

Current Legal Description: 461.421 Acres Situated in the Pinson Wiles Survey Abs #1339, & A.M. Feltus Survey, Abs#1595, Denton Co., Texas

Proposed Subdivision Name: High Plains at Furst Ranch In Town Limits In ETJ

Current Zoning: ETJ Concurrent Zoning Change Req.? Yes (zoning change request attached) No

1104 Residential Lots

Proposed Zoning (if applicable): N/A No. Proposed Lots: 34 Non-Residential Lots Total Acres: 461.421

Seeking Waiver/Suspension: Yes No If yes, please submit required information pursuant to Sec. 1.11 of Ordinance No. 336-03

Owner: ARROYO CAP V-1, LLC Phone: 949-272-1170

Address: 18575 Jamboree Road, Suite 350, Irvine, CA 92612

Please Note: If applicant is different from current owner a notarized statement, authorizing the applicant to act as owner's agent, must accompany this application along with submittal fees in accordance with the Town's adopted Fee schedule

Applicant: GMcivil/Jason Weaver P.E. Phone: 817-329-4373

Address: 2559 SW Grapevine Pkwy, Grapevine, TX 76051 Fax: _____

I understand that it is unlawful for any person to knowingly or willfully misrepresent, or fail to include, any information required by the Development Ordinance on this application. I further understand that misrepresentation, or deliberate omission, of facts pertaining to the land study or plat shall constitute grounds for denial of the land study or plat.

Applicant Signature

07/28/2025
Date

Office Use Only:	Fee Pd: _____	Check # _____	Date: _____
Schedule:	DRC: _____	P&Z: _____	TC: _____
Zoning Change? <input type="checkbox"/> Y <input type="checkbox"/> N	From _____ to _____	Publish Date: _____	Hearing Date: _____
<input type="checkbox"/> Street Construction	<input type="checkbox"/> Public Improvements	<input type="checkbox"/> Easements	<input type="checkbox"/> Simultaneous Submit
Hearing Req? <input type="checkbox"/> Y <input type="checkbox"/> N	Tax Certificate? <input type="checkbox"/> Y <input type="checkbox"/> N		
Disbursement: <input type="checkbox"/> Gas Co. <input type="checkbox"/> Town Engineer/Planner <input type="checkbox"/> Town Attorney <input type="checkbox"/> DRC Members	<input type="checkbox"/> Elec Co. <input type="checkbox"/> Cable Co. <input type="checkbox"/> Fire Chief <input type="checkbox"/> Water Supply		



NOTARY FORM Town of Bartonville

THE FOLLOWING IS TO BE COMPLETED ONLY IF A PERSON OTHER THAN THE OWNER IS MAKING THIS APPLICATION.

Dated: 07/28/2025

I, Jeffrey B. Brouelette/ARROYO CAP V-1, LLC, owner of the Property located at High Plains at Furst Ranch do hereby certify that I have given my permission to Jason Weaver, P.E. / GMcivil, to make an application (check one) on my behalf.

- Sketch Plat
- Development
- Land Study
- Replat
- Preliminary
- Amending Plat
- Final Plat

Jeffrey B. Brouelette/ARROYO CAP V-1, LLC Jeffrey B. Brouelette
 Print Name Signature of Owner

18575 Jamboree Road Suite 350, Irvine, CA 92612 949-272-1170
 Address Phone No.

State of California §
 County of Orange §

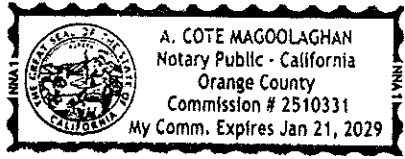
Before me, A. Cote Magoolaghan, a Notary Public in and for said County and State, on this day personally appeared Jeffrey B. Brouelette known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29th day of July, 2025.

Ali G...

Notary Public's Signature

(Seal)





TOWN OF BARTONVILLE DEVELOPMENT APPLICATION

Item H2.

Application Type (check all applicable):

- Sketch Plat Land Study Preliminary Final
 Development Replat Amending Plat

Current Legal Description: 461.421 Acres Situated in the Pinson Wiles Survey Abs #1339, & A.M. Feltus Survey, Abs#1595, Denton Co., Texas

Proposed Subdivision Name: High Plains at Furst Ranch In Town Limits In ETJ

Current Zoning: ETJ Concurrent Zoning Change Req.? Yes (zoning change request attached) No

1104 Residential Lots

Proposed Zoning (if applicable): N/A No. Proposed Lots: 34 Non-Residential Lots Total Acres: 461.421

Seeking Waiver/Suspension: Yes No If yes, please submit required information pursuant to Sec. 1.11 of Ordinance No. 336-03

Owner: Old WR Ranch I Hacker, LP Phone: 972-982-8250

Address: 2591 Lakeside Parkway, Suite 100, Flower Mound, TX 75022

Please Note: If applicant is different from current owner a notarized statement, authorizing the applicant to act as owner's agent, must accompany this application along with submittal fees in accordance with the Town's adopted Fee schedule

Applicant: GMcivil/Jason Weaver P.E. Phone: 817-329-4373

Address: 2559 SW Grapevine Pkwy, Grapevine, TX 76051 Fax: _____

I understand that it is unlawful for any person to knowingly or willfully misrepresent, or fail to include, any information required by the Development Ordinance on this application. I further understand that misrepresentation, or deliberate omission, of facts pertaining to the land study or plat shall constitute grounds for denial of the land study or plat.

Applicant Signature

07/28/2025
Date

Office Use Only:	Fee Pd: _____	Check # _____	Date: _____
Schedule:	DRC: _____	P&Z: _____	TC: _____
Zoning Change? <input type="checkbox"/> Y <input type="checkbox"/> N	From _____ to _____	Publish Date: _____	Hearing Date: _____
<input type="checkbox"/> Street Construction	<input type="checkbox"/> Public Improvements	<input type="checkbox"/> Easements	<input type="checkbox"/> Simultaneous Submit
Hearing Req? <input type="checkbox"/> Y <input type="checkbox"/> N	Tax Certificate? <input type="checkbox"/> Y <input type="checkbox"/> N		
Disbursement: <input type="checkbox"/> Gas Co. <input type="checkbox"/> Town Engineer/Planner <input type="checkbox"/> Town Attorney <input type="checkbox"/> DRC Members	<input type="checkbox"/> Elec Co. <input type="checkbox"/> Cable Co. <input type="checkbox"/> Fire Chief <input type="checkbox"/> Water Supply		



NOTARY FORM Town of Bartonville

THE FOLLOWING IS TO BE COMPLETED ONLY IF A PERSON OTHER THAN THE OWNER IS MAKING THIS APPLICATION.

Dated: 07/28/2025

I, Robert S. Furst, VP of owner, Old WR Ranch I Hacker, LP owner of the Property located at High Plains at Furst Ranch do hereby certify that I have given my permission to Jason Weaver, P.E. / GMCivil, to make an application (check one) on my behalf.

- Sketch Plat
- Development
- Land Study
- Replat
- Preliminary
- Amending Plat
- Final Plat

Robert S. Furst, VP of owner, Old WR Ranch I Hacker, LP
Print Name

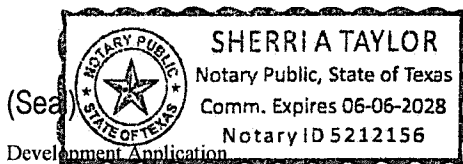
Robert S Furst
Signature of Owner

2591 Lakeside Parkway, Suite 100, Flower Mound, TX 75022 972-982-8250
Address Phone No.

State of Texas §
County of Tarrant §

Before me, Sherril Taylor, a Notary Public in and for said County and State, on this day personally appeared Robert S Furst known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of August, 2025



Sherril Taylor
Notary Public's Signature

Development Application



TOWN OF BARTONVILLE DEVELOPMENT APPLICATION

Item H2.

Application Type (check all applicable):

- Sketch Plat Land Study Preliminary Final
 Development Replat Amending Plat

Current Legal Description: 461.421 Acres Situated in the Pinson Wiles Survey Abs #1339, & A.M. Feltus Survey, Abs#1595, Denton Co., Texas

Proposed Subdivision Name: High Plains at Furst Ranch In Town Limits In ETJ

Current Zoning: ETJ Concurrent Zoning Change Req.? Yes (zoning change request attached) No

1104 Residential Lots

Proposed Zoning (if applicable): N/A No. Proposed Lots: 34 Non-Residential Lots Total Acres: 461.421

Seeking Waiver/Suspension: Yes No If yes, please submit required information pursuant to Sec. 1.11 of Ordinance No. 336-03

Owner: Spur Furst Ranch Development, L.P. Phone: 941-388-0707

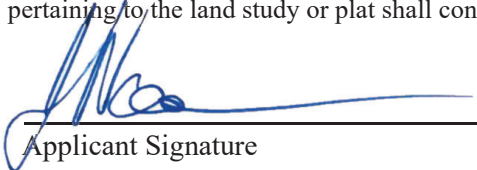
Address: 8433 Enterprise Circle, Suite 100, Lakewood Ranch, FL 34202

Please Note: If applicant is different from current owner a notarized statement, authorizing the applicant to act as owner's agent, must accompany this application along with submittal fees in accordance with the Town's adopted Fee schedule

Applicant: GMcivil/Jason Weaver P.E. Phone: 817-329-4373

Address: 2559 SW Grapevine Pkwy, Grapevine, TX 76051 Fax: _____

I understand that it is unlawful for any person to knowingly or willfully misrepresent, or fail to include, any information required by the Development Ordinance on this application. I further understand that misrepresentation, or deliberate omission, of facts pertaining to the land study or plat shall constitute grounds for denial of the land study or plat.


Applicant Signature

07/28/2025
Date

Office Use Only:	Fee Pd: _____	Check # _____	Date: _____
Schedule:	DRC: _____	P&Z: _____	TC: _____
Zoning Change? <input type="checkbox"/> Y <input type="checkbox"/> N	From _____ to _____	Publish Date: _____	Hearing Date: _____
<input type="checkbox"/> Street Construction	<input type="checkbox"/> Public Improvements	<input type="checkbox"/> Easements	<input type="checkbox"/> Simultaneous Submit
Hearing Req? <input type="checkbox"/> Y <input type="checkbox"/> N	Tax Certificate? <input type="checkbox"/> Y <input type="checkbox"/> N		
Disbursement: <input type="checkbox"/> Gas Co. <input type="checkbox"/> Town Engineer/Planner <input type="checkbox"/> Town Attorney <input type="checkbox"/> DRC Members	<input type="checkbox"/> Elec Co. <input type="checkbox"/> Cable Co. <input type="checkbox"/> Fire Chief <input type="checkbox"/> Water Supply		



July 31, 2024

Mayor Jaclyn Carrington
Town of Bartonville
1941 E. Jeter Road
Bartonville, TX 76226

**Re: High Plains at Furst Ranch Preliminary Plat – PP-2024-002
Waiver Request**

Dear Mayor Carrington,

Please accept this letter as the official request for a waiver from the Bartonville Development Ordinance Section 3.1.k.

3.1.k. Intersecting streets with centerline offsets of less than three hundred feet (300') are prohibited unless a waiver is first obtained from the Town Council in accordance with the requirements of the waiver provisions set forth in Section 1.11 of the Town's Development Ordinance, as amended.

The waiver request is to allow a street centerline offset of approximately 140' between Marigold Trail and Peppervine Lane based on the following criteria:

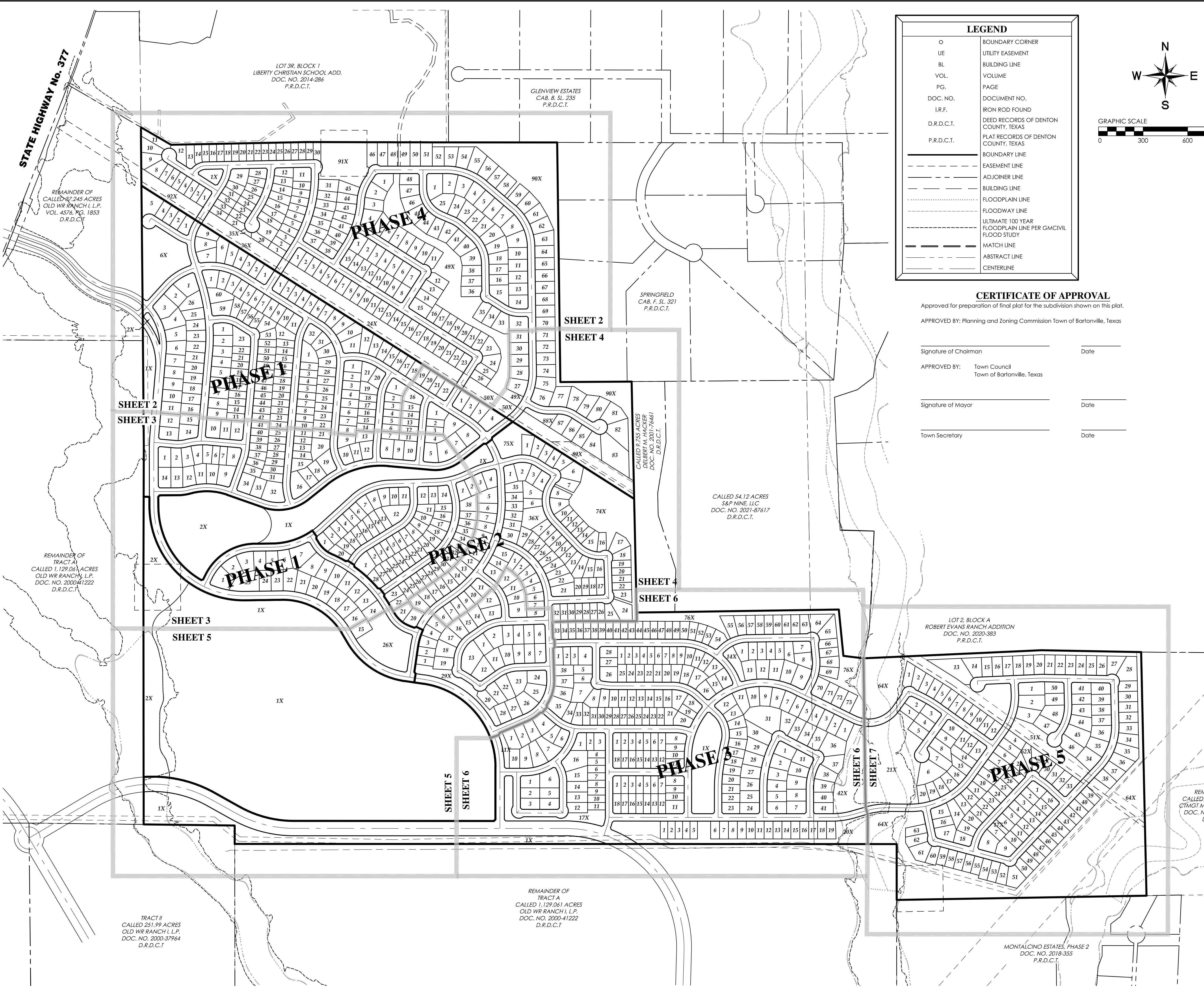
- 1) The offset intersections are internal streets to the subdivision which will be subject to adjacent neighborhood traffic only.
- 2) Both intersections will be stop controlled Tee-Intersections with the appropriate regulatory signage installed (R1-1 Stop Sign).
- 3) The stopping sight distance for the respective intersections will exceed 300 feet.
- 4) The request does not create a health, safety, or welfare issue in our opinion, as centerline offsets of 125-150 feet are often acceptable in most municipalities. The Town of Argyle standard is 125 feet for offset intersections, the City of Justin standard is 125 feet for local/residential street offset intersections, and the City of Fort Worth is 135 feet for local public/private streets.

We respectfully request the Town Council approval of this waiver in support of the High Plains at Furst Ranch Preliminary Plat PP-2024-002. We appreciate your time and consideration with this matter.

Sincerely,
GMcivil

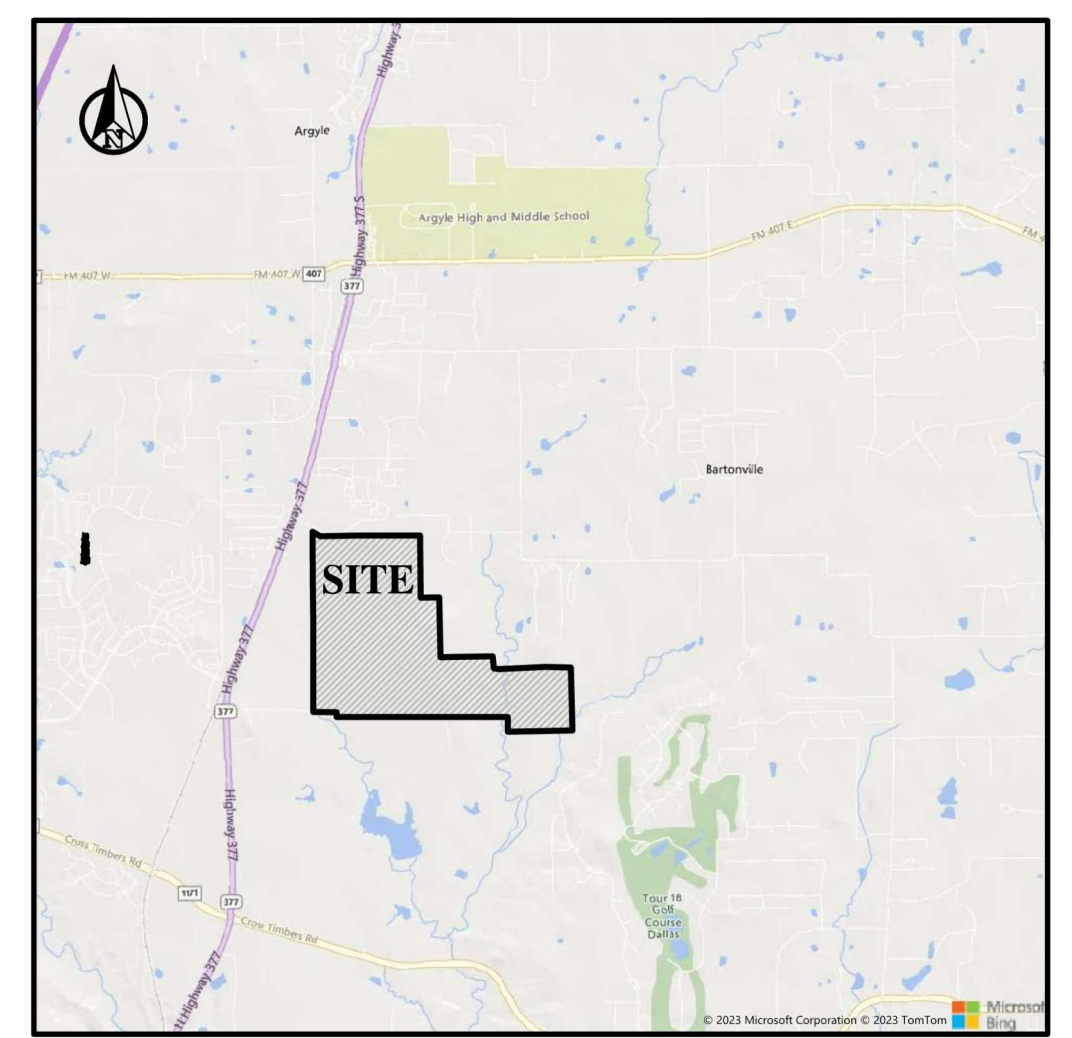
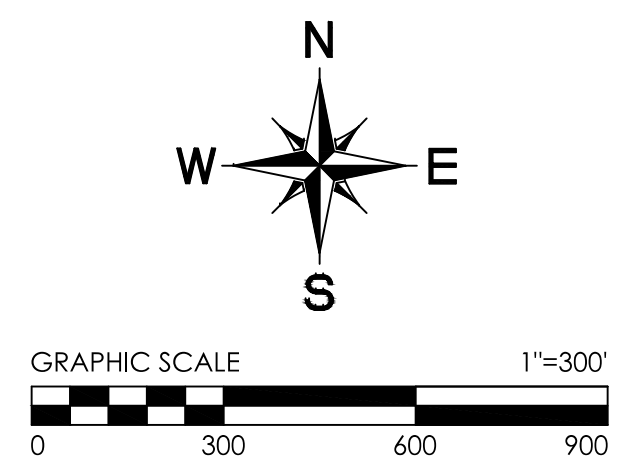
A handwritten signature in blue ink, appearing to read 'J. Weaver', with a long horizontal flourish extending to the right.

Jason S. Weaver, P.E.



LEGEND

O	BOUNDARY CORNER
UE	UTILITY EASEMENT
BL	BUILDING LINE
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NO.
I.R.F.	IRON ROD FOUND
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS OF DENTON COUNTY, TEXAS
---	BOUNDARY LINE
---	EASEMENT LINE
---	ADJOINER LINE
---	BUILDING LINE
---	FLOODPLAIN LINE
---	FLOODWAY LINE
---	ULTIMATE 100 YEAR FLOODPLAIN LINE PER GMCIVIL FLOOD STUDY
---	MATCH LINE
---	ABSTRACT LINE
---	CENTERLINE



SEE SHEET 8 FOR LINE AND CURVE TABLES

CERTIFICATE OF APPROVAL

Approved for preparation of final plat for the subdivision shown on this plat.
APPROVED BY: Planning and Zoning Commission Town of Bartonville, Texas

Signature of Chairman _____ Date _____

APPROVED BY: Town Council
Town of Bartonville, Texas

Signature of Mayor _____ Date _____

Town Secretary _____ Date _____

---INFORMATIONAL---
for comparison use only
2024 APPROVED PRELIMINARY PLAT

OWNER/DEVELOPER:
OLD WR RANCH I HACKER, LP
2591 LAKESIDE PARKWAY, STE 100
FLOWER MOUND, TX 75022
(972) 982-8250

OWNER/DEVELOPER:
Hines
2700 Commerce St., Suite 1600
Dallas, Texas 75226
(972) 716-2900

PREPARED BY:
GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy., Grapevine, Texas 76051
817-329-4373
TX Eng Firm # F-2944 | TX Surv Firm # 10021700

PRELIMINARY PLAT
OF
HIGH PLAINS AT FURST RANCH
BEING
461.702 ACRES
SITUATED IN THE
PINSON WILES SURVEY, ABSTRACT No. 1339
A. M. FELTUS SURVEY, ABSTRACT No. 1595
DENTON COUNTY, TEXAS
1115 RESIDENTIAL LOTS, 35 NON-RESIDENTIAL LOTS
Date: July 2024



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2024

FROM: Helen-Eve Beadle, AICP, Town Planning Consultant

AGENDA ITEM: Discuss and consider a Final Plat for High Plains at Furst Ranch, Phase 4A encompassing approximately 34.940 acres of property situated in the Pinson Wiles Survey, Abstract Number 1339, in the Extraterritorial Jurisdiction (ETJ) of the Town of Bartonville, Denton County, Texas. The property is located generally east of State Highway 377 between Keith Road and Smoot Lane. The applicant is GMcivil on behalf of the owner ARROYO CAP V-1 LLC. [Town of Bartonville File Number FP-2025-003]. ***(The Planning & Zoning Commission recommended approval, with conditions, by a vote of 5-0 at its September 3, 2025, meeting.)***

LAND USE AND ZONING:

The property is located in the Bartonville ETJ, thus no land use or zoning designations apply. The property has been utilized as agricultural and is undeveloped.

SUMMARY:

On August 20, 2024, the Town of Bartonville Town Council approved a Preliminary Plat for High Plains at Furst Ranch and Final Plat phases, and construction have begun. The applicant has submitted a Final Plat application for Phase 4A which includes 120 residential lots and 8 non-residential lots. A revised Preliminary Plat application illustrating a change in roadway patterns and phasing precedes this agenda item.

Staff has reviewed the Final Plat and have the following observations:

1. The waiver for the Marigold Trail and Peppervine Lane intersection at Brushland Trail to allow an intersection offset less than 300 feet was approved on August 20, 2024 and staff recommend the waiver be approved by Town Council with the Preliminary Plat and Final Plat for Phase 4A applications. The intersection is located in Phase 1; however, Marigold Trail is also in Phase 4A. The offset is approximately 140 feet and shall not be less than 140 feet. The waiver request outlining reasons and supporting information is included as an attachment to this agenda item.
2. Staff noted the open space lots with significant utilities (elevated storage tank, pump station/well site, and sewage treatment facility) and has concerns regarding the ownership and maintenance. The MUD and/or the HOA will be responsible for these lots and the owner/developer will add easements (utility and drainage) as phases are final platted. The NOTES section on the Final Plat shall be updated to ensure appropriate ownership and maintenance of the X lots.
3. Final Plats shall comply with Final Plat approval block per the Town's Code. The applicant will verify the use of the current approval block for the plat.
4. Town references shall be updated to reflect Town of Flower Mound, Town of Argyle or Town of Argyle ETJ, and Town of Bartonville or Town of Bartonville ETJ. Verify jurisdiction locations on Preliminary Plat. The applicant has stated they will update the jurisdiction references.

5. Lots that may require floodplain reclamation shall comply with Denton County jurisdictional review. The zone AE floodplain boundary shall be reflected on the final plats.
6. The lot detail illustrating setbacks shall be added to the Final Plat.

The Town of Bartonville's Development Ordinance requires compliance with the adopted ordinances and regulations for plat approval. The Final Plat generally aligns with town standards and is recommended for conditional approval, pending resolution of specific conditions outlined in the recommended conditions of approval.

STAFF RECOMMENDATION:

Approve with Conditions.

PLANNING & ZONING COMMISSION RECOMMENDATION:

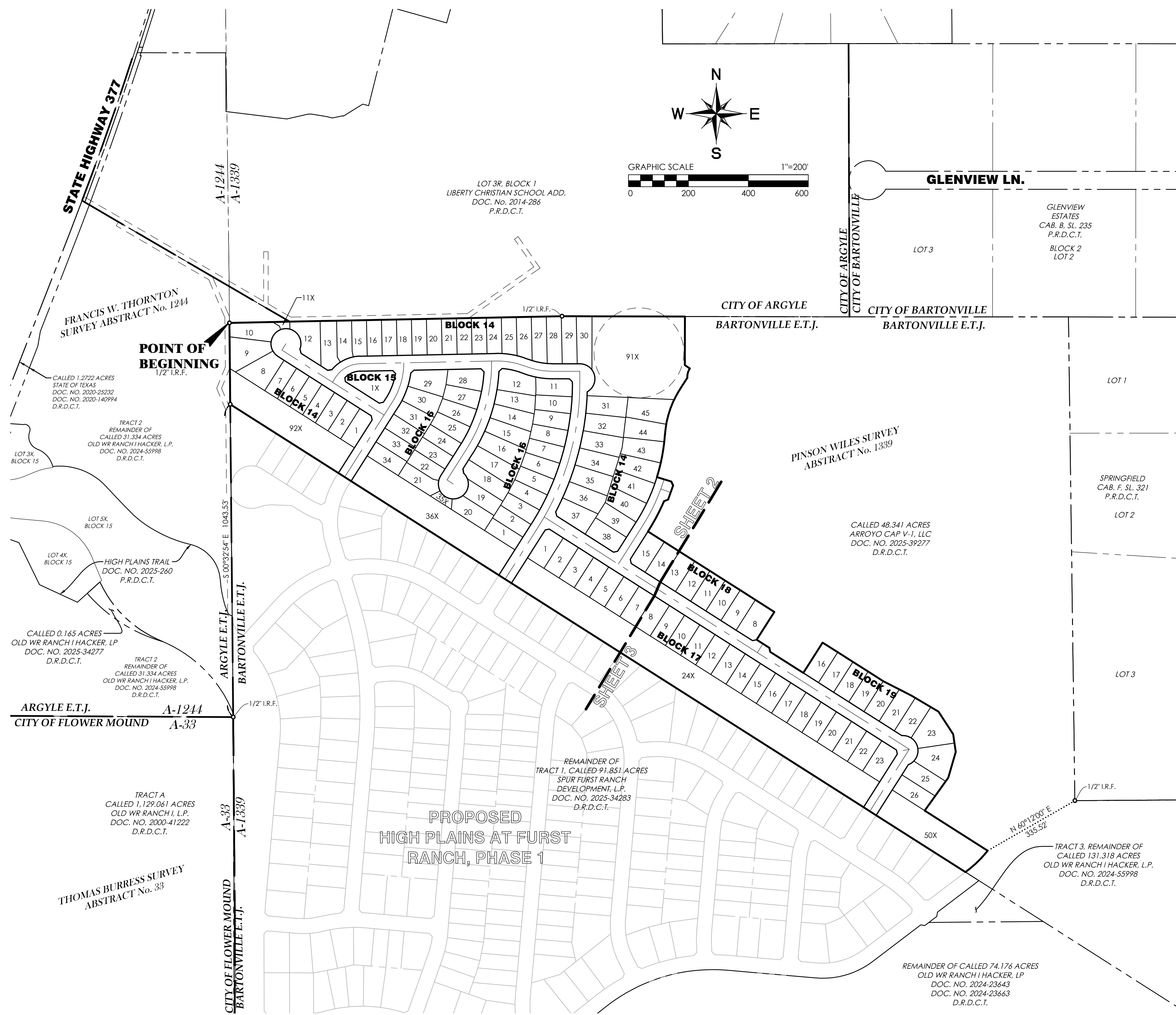
Approve with Conditions.

PLANNING & ZONING COMMISSION RECOMMENDED CONDITIONS OF APPROVAL:

1. The revised Preliminary Plat shall be approved by the Town Council.
2. The requested waiver for the intersection geometry at Marigold Trail and Peppervine Lane at Brushland Trail for an offset less than 300 feet and a minimum of 140 feet is recommended for approval.
3. The applicant shall update the NOTES section to ensure open space/utility lots and easements are properly referenced for ownership and maintenance.
4. Town references shall be updated to reflect Town of Flower Mound, Town of Argyle or Town of Argyle ETJ, and Town of Bartonville or Town of Bartonville ETJ. Verify jurisdiction locations on Final Plat. The applicant has stated they will update the jurisdiction references.
5. The Final Plat shall contain a signature block for Town approval, following the configuration and signatories listed in Bartonville Development Ordinance Section 2.7.c.
6. The lot detail illustrating setbacks shall be added to the Final Plat.

ATTACHMENTS:

1. High Plains at Furst Ranch, Phase 4A Final Plat
2. High Plains at Furst Ranch, Phase 4A Final Plat application packet
3. High Plains Intersection Offset Waiver Request



OWNER'S CERTIFICATE

STATE OF TEXAS §
 COUNTY OF DENTON §

WHEREAS, Arroyo Cap V-1, LLC is the owner of that certain lot, tract, or parcel of land, situated in a portion of the Pinson Wiles Survey, Abstract No. 1339, Denton County, Texas, being all of that certain called 34,940 acre tract described in a deed to Arroyo Cap V-1, LLC recorded in Document No. 2025-39275 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING of a 1/2" iron rod found for the Northwest corner of said 34,940 acre tract and an ell corner of a called 31,334 acre tract described as Tract 2 in a deed to Old WR Ranch I Hacker, L.P. recorded in Document No. 2024-55998 (DRDCT);

THENCE North 88 deg, 51 min, 05 sec, East along the North line of said 34,940 acre tract and a South line of said 31,334 acre tract, at 201.31 feet pass a 1/2" capped iron rod found stamped "GMCIVIL" the Northeast corner of said 31,334 acre tract and the most southerly Southwest corner of Lot 38, Block 1 of Liberty Christian School Addition recorded in Document No. 2014-286 of the Plat Records of Denton County, Texas (PRDCT), continue along said North line and the South line of said Lot 38, Block 1 a total distance of 1,109.81 feet to a 1/2" iron rod found;

THENCE South 89 deg, 52 min, 18 sec, East along said North and South lines, a distance of 410.34 feet to a 1/2" capped iron rod set stamped "GMCIVIL", hereinafter referred to as 1/2" capped iron rod set, for the Northeast corner of said 34,940 acre tract and the Northwest corner of a called 48,341 acre tract described in a deed to Arroyo Cap V-1, LLC recorded in Document No. 2025-39277 (DRDCT);

THENCE in a southeasterly direction departing said South line and continue along the East line of said 34,940 acre tract and the West line of said 48,341 acre tract the following twenty-eight (28) courses:

- South 00 deg, 07 min, 42 sec, West departing said North and South lines, a distance of 162.21 feet to a 1/2" capped iron rod set;
- South 56 deg, 20 min, 25 sec, East, a distance of 20.00 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 50.00 feet, a central angle of 37 deg, 39 min, 19 sec., and being subtended by a chord which bears South 14 deg, 49 min, 56 sec, West - 32.27 feet;
- Continue in a southerly direction along said curve to the left, a distance of 32.86 feet to a 1/2" capped iron rod set;
- South 32 deg, 52 min, 28 sec, West non-tangent to said curve, a distance of 43.64 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the left, having a radius of 325.00 feet, a central angle of 28 deg, 49 min, 39 sec., and being subtended by a chord which bears South 18 deg, 27 min, 39 sec, West - 161.80 feet;
- Continue in a southerly direction along said curve to the right, a distance of 163.52 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the right, having a radius of 625.00 feet, a central angle of 13 deg, 11 min, 02 sec., and being subtended by a chord which bears South 10 deg, 38 min, 21 sec, West - 143.50 feet;
- Continue in a southerly direction along said curve to the right, a distance of 143.82 feet to a 1/2" capped iron rod set;
- South 72 deg, 46 min, 08 sec, East non-tangent to said curve, a distance of 50.00 feet to a 1/2" capped iron rod set;
- South 26 deg, 04 min, 15 sec, East, a distance of 14.45 feet to a 1/2" capped iron rod set;
- South 19 deg, 27 min, 45 sec, West, a distance of 50.00 feet to a 1/2" capped iron rod set;
- South 68 deg, 11 min, 24 sec, West, a distance of 14.93 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 675.00 feet, a central angle of 09 deg, 17 min, 02 sec., and being subtended by a chord which bears South 27 deg, 48 min, 57 sec, West - 109.25 feet;
- Continue in a southwesterly direction along said curve to the right, a distance of 109.37 feet to a 1/2" capped iron rod set;
- South 32 deg, 27 min, 28 sec, West tangent to said curve, a distance of 5.00 feet to a 1/2" capped iron rod set;
- South 57 deg, 32 min, 32 sec, East, a distance of 499.91 feet to a 1/2" capped iron rod set;
- South 32 deg, 27 min, 28 sec, West, a distance of 110.00 feet to a 1/2" capped iron rod set;
- South 57 deg, 32 min, 32 sec, East, a distance of 50.00 feet to a 1/2" capped iron rod set;
- South 12 deg, 32 min, 32 sec, East, a distance of 14.14 feet to a 1/2" capped iron rod set;
- South 57 deg, 32 min, 32 sec, East, a distance of 130.73 feet to a 1/2" capped iron rod set;
- North 32 deg, 27 min, 28 sec, East, a distance of 120.00 feet to a 1/2" capped iron rod set;
- South 57 deg, 32 min, 32 sec, East, a distance of 240.00 feet to a 1/2" capped iron rod set;
- South 62 deg, 53 min, 07 sec, East, a distance of 105.46 feet to a 1/2" capped iron rod set;
- South 59 deg, 27 min, 43 sec, East, a distance of 104.76 feet to a 1/2" capped iron rod set;
- South 32 deg, 59 min, 41 sec, East, a distance of 90.00 feet to a 1/2" capped iron rod set;
- South 08 deg, 26 min, 22 sec, East, a distance of 59.43 feet to a 1/2" capped iron rod set;
- South 16 deg, 06 min, 57 sec, West, a distance of 90.00 feet to a 1/2" capped iron rod set;
- South 35 deg, 36 min, 42 sec, West, a distance of 134.86 feet to a 1/2" capped iron rod set;
- South 57 deg, 32 min, 32 sec, East, a distance of 248.47 feet to a 1/2" capped iron rod set, from which a 1/2" iron rod found for an ell corner of said 48,341 acre tract and the Southwest corner of Lot 3 of Springfield a subdivision recorded in Cabinet F, Slide 321 (PRDCT) bears North 40 deg, 12 min, 00 sec, East - 335.52 feet, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 375.00 feet, a central angle of 14 deg, 34 min, 15 sec., and being subtended by a chord which bears South 45 deg, 28 min, 10 sec, West - 95.11 feet;
- Continue in a southwesterly direction along said curve to the right, a distance of 95.37 feet to a 1/2" capped iron rod set;
- South 52 deg, 45 min, 18 sec, West tangent to said curve, a distance of 7.82 feet to a 1/2" capped iron rod set for the Southeast corner of said 34,940 acre tract, the Southwest corner of said 48,341 acre tract and being in the Northeast line of a called 91,851 acre tract described as Tract 1 in a deed to Spur Furst Ranch Development L.P. recorded in Document No. 2025-34283 (DRDCT);
- THENCE** North 57 deg, 32 min, 32 sec, West along said Northeast line and the Southwest line of said 34,940 acre tract, a distance of 2,907.43 feet to a 1/2" capped iron rod set for the Southwest corner of said 34,940 acre tract, the most northerly corner of said 91,851 acre tract and being in the East line of said 31,334 acre tract, from which a 1/2" iron rod found for the Southeast corner of said 31,334 acre tract bears South 00 deg, 32 min, 54 sec, East - 1,043.53 feet;
- THENCE** North 00 deg, 32 min, 54 sec, West along said East line and the West line of said 34,940 acre tract, a distance of 271.32 feet to the **POINT OF BEGINNING**, containing 1,522,005 square feet or 34,940 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Arroyo Cap V-1, LLC, acting herein by and through its (its) duly authorized officers, does hereby adopt this plat designating the hereinabove described property as HIGH PLAINS AT FURST RANCH, PHASE 4A, an addition to the Town of Bartonville, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and easements shown thereon, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the Town of Bartonville. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Bartonville's use thereof. The Town of Bartonville and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The Town of Bartonville and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity of any time procuring permission from anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Bartonville, Texas.

WITNESS, my hand, this the ____ day of _____, 20____.

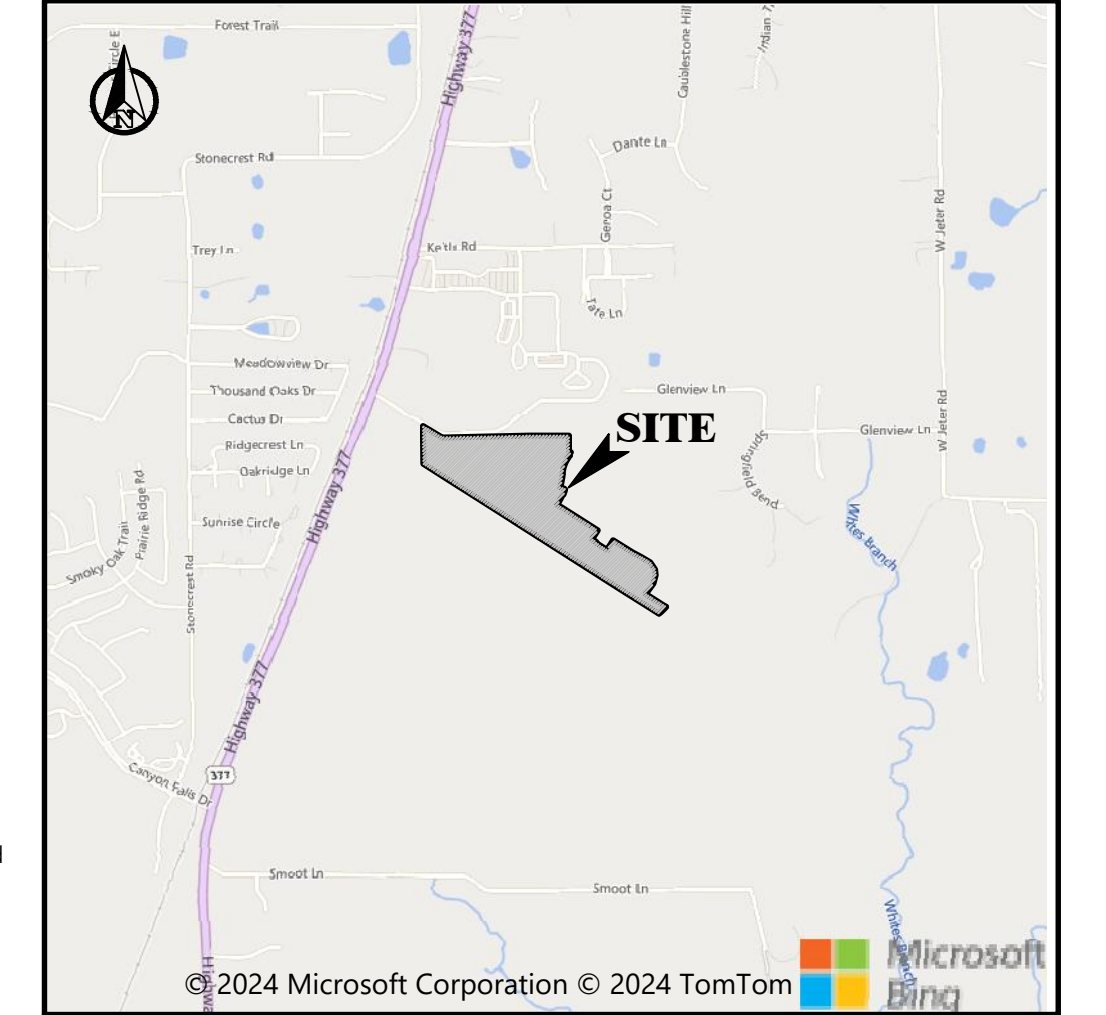
By: _____
 Authorized Signature of Owner

Printed Name and Title _____

STATE OF TEXAS §
 COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ Owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.
 Given under my hand and seal of office, this ____ day of _____, 20____.

Notary Public in and for the State of Texas
 My Commission Expires On: _____



VICINITY MAP
N.T.S.

SITE AREA SUMMARY

GROSS AREA	34,940 ACRES
PUBLIC RIGHT-OF-WAY	5,805 ACRES
LOTS	20,441 ACRES
NON-RESIDENTIAL LOTS	8,694 ACRES

LEGEND

○	1/2" CAPPED IRON ROD SET "GMCIVIL" UNLESS OTHERWISE NOTED
SQ. FT.	SQUARE FEET
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
BK.	BOOK
PG.	PAGE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
I.R.F.	IRON ROD FOUND
C.I.R.F.	CAPPED IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET (GMCIVIL)
R/W	RIGHT-OF-WAY
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
---	BOUNDARY LINE
---	ADJOINER LINE
---	EASEMENT LINE
---	CENTERLINE
---	BUILDING LINE
---	ABSTRACT LINE
---	CITY LIMIT LINE

NOTES

- Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation. The combined scale factor for this is 0.999840425. This factor is to be applied to any ground coordinate or distance values in order to reduce said values to State Plane grid.
- The surveyed property is located within an area having Flood Zone Classification "X" by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 48121C0505G & 48121C0510G, with a date of identification of April 18, 2011, for Community No. 480774, in Denton County, State of Texas, which is the current Flood Insurance Rate Map for the community in which the property is situated. Approximate location of floodplain and/or floodway lines are shown on the plat.
- All 1/2" iron rod set with yellow plastic cap stamped "GMCivil" unless otherwise noted.
- Selling a portion of this addition by metes and bounds is a violation of city subdivision ordinance and State platting statutes and is subject to fines and withholding of utilities and building permits.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, John N. Rogers, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Development Ordinance of the Town of Bartonville.

PRELIMINARY. This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document, issued for review, 7/10/2025 1:30 PM

John N. Rogers
 Registered Professional Land Surveyor No. 6372
 GMCivil
 2559 SW Grapevine Pkwy.
 Grapevine, Texas 76051
 (817) 329-4373

STATE OF TEXAS §
 COUNTY OF TARRANT §
 Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared John N. Rogers, Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20____.

Notary Public in and for the State of Texas
 My Commission Expires On: _____

APPROVAL

APPROVED BY: Planning and Zoning Commission Town of Bartonville, Texas

Signature of Chairman _____ Date _____

APPROVED BY: Town Council
 Town of Bartonville, Texas

Signature of Mayor _____ Date _____

Town Secretary _____ Date _____

OWNER:
ARROYO CAP V-1, LLC
 ADDRESS
 CITY, STATE ZIP
 CONTACT NO.

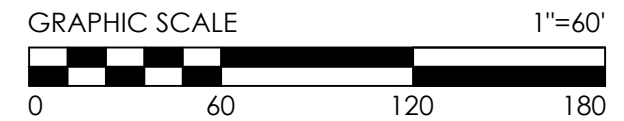
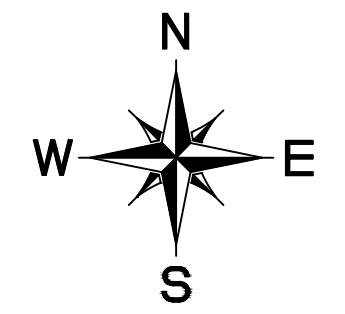
DEVELOPER:

ASHTON WOODS.
 1800 VALLEY VIEW LANE, SUITE 100
 FARMERS BRANCH, TEXAS 75234
 972-505-3199

FINAL PLAT
 OF
 LOTS 1-10, 12-45, 11X, 91X, 92X, BLOCK 14; 1X, BLOCK 15; LOTS 1-34, 35X, 36X BLOCK 16;
 LOTS 1-23, 24X, BLOCK 17; LOTS 8-15, BLOCK 18; LOTS 16-26, 50X, BLOCK 19
HIGH PLAINS AT FURST RANCH,
PHASE 4A
 BEING
 34,940 ACRES
 SITUATED IN THE
 PINSON WILES SURVEY, ABSTRACT No. 1339
 DENTON COUNTY, TEXAS
 120 RESIDENTIAL LOTS, 8 NON-RESIDENTIAL LOTS
 Date: July 2025

PREPARED BY:

GMcivil
 Engineering & Surveying
 2559 SW Grapevine Pkwy, Grapevine, Texas 76051
 817-329-4373
 TxEng Firm # F-2944 | TxSurv Firm # 10021700



SEE SHEET 3 FOR LINE & CURVE TABLES

POINT OF BEGINNING 1/2" I.R.F.

FRANCIS W. THORNTON SURVEY ABSTRACT No. 1244

TRACT 2 REMAINDER OF CALLED 31.334 ACRES OLD WIR RANCH/HACKER, L.P. DOC. NO. 2024-55998 D.R.D.C.T.

TRACT 2 REMAINDER OF CALLED 31.334 ACRES OLD WIR RANCH/HACKER, L.P. DOC. NO. 2024-55998 D.R.D.C.T.

LOT 5X, BLOCK 15 HIGH PLAINS TRAIL DOC. NO. 2025-260 P.R.D.C.T.

LOT 3R, BLOCK 1 LIBERTY CHRISTIAN SCHOOL ADD. DOC. No. 2014-286 P.R.D.C.T.

15' CO-SERV EASEMENT CAB. Y. SL. 457 P.R.D.C.T.

SANITATION EASEMENT DOC. NO. D.R.D.C.T.

CITY OF ARGYLE S 89°52'18" E 410.34'

SANITATION EASEMENT DOC. NO. D.R.D.C.T.

CALLED 48.341 ACRES ARROYO CAP V-1, LLC DOC. NO. 2025-39277 D.R.D.C.T.

OWNER: ARROYO CAP V-1, LLC ADDRESS CITY, STATE ZIP CONTACT NO.

DEVELOPER: ASHTON WOODS. 1800 VALLEY VIEW LANE, SUITE 100 FARMERS BRANCH, TEXAS 75234 972-505-3199

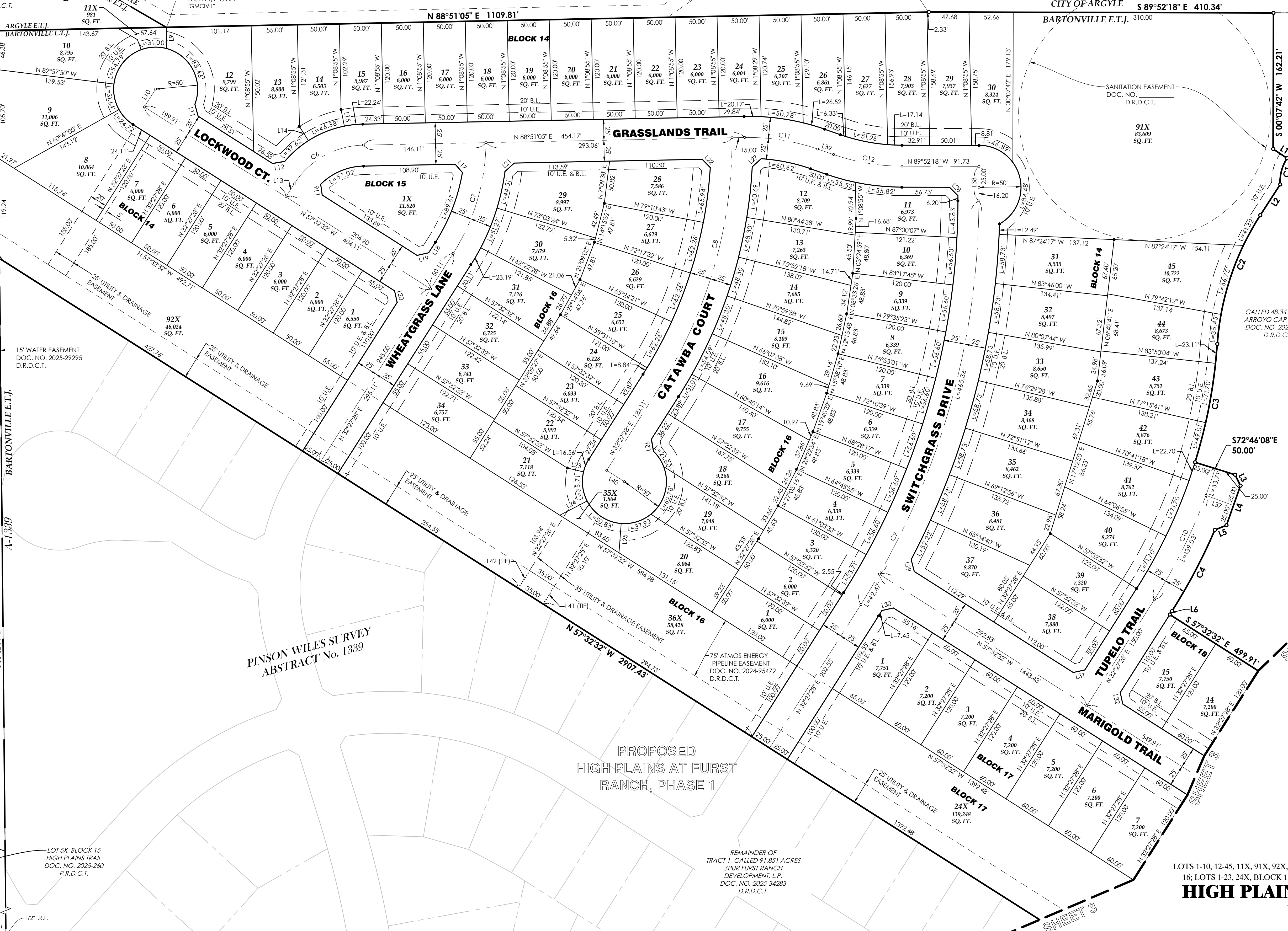
PREPARED BY: GMcivil Engineering & Surveying 2539 SW Grapevine Pkwy, Grapevine, Texas 76031 817-329-4373 TxEng Firm # F-2944 | TxSurv Firm # 10021700

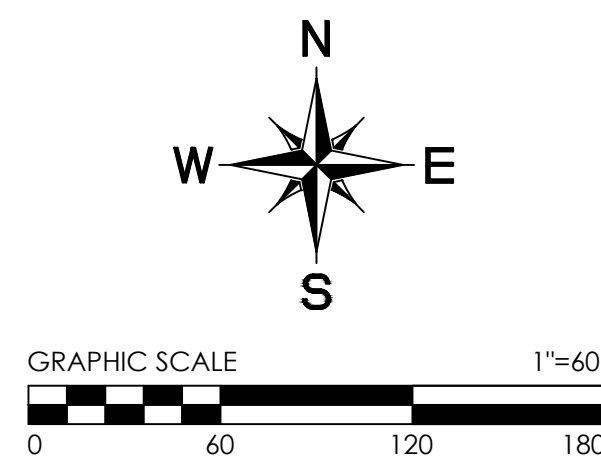
FINAL PLAT OF LOTS 1-10, 12-45, 11X, 91X, 92X, BLOCK 14; 1X, BLOCK 15; LOTS 1-34, 35X, 36X BLOCK 16; LOTS 1-23, 24X, BLOCK 17; LOTS 8-15, BLOCK 18; LOTS 16-26, 50X, BLOCK 19 HIGH PLAINS AT FURST RANCH, PHASE 4A BEING 34.940 ACRES SITUATED IN THE PINSON WILES SURVEY, ABSTRACT No. 1339 DENTON COUNTY, TEXAS 120 RESIDENTIAL LOTS, 8 NON-RESIDENTIAL LOTS Date: July 2025 SHEET 2 of 3

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Issued for review 7/10/2025 1:30 PM

PROPOSED HIGH PLAINS AT FURST RANCH, PHASE 1

REMAINDER OF TRACT 1, CALLED 91.851 ACRES SPUR FURST RANCH DEVELOPMENT, L.P. DOC. NO. 2025-34283 D.R.D.C.T.

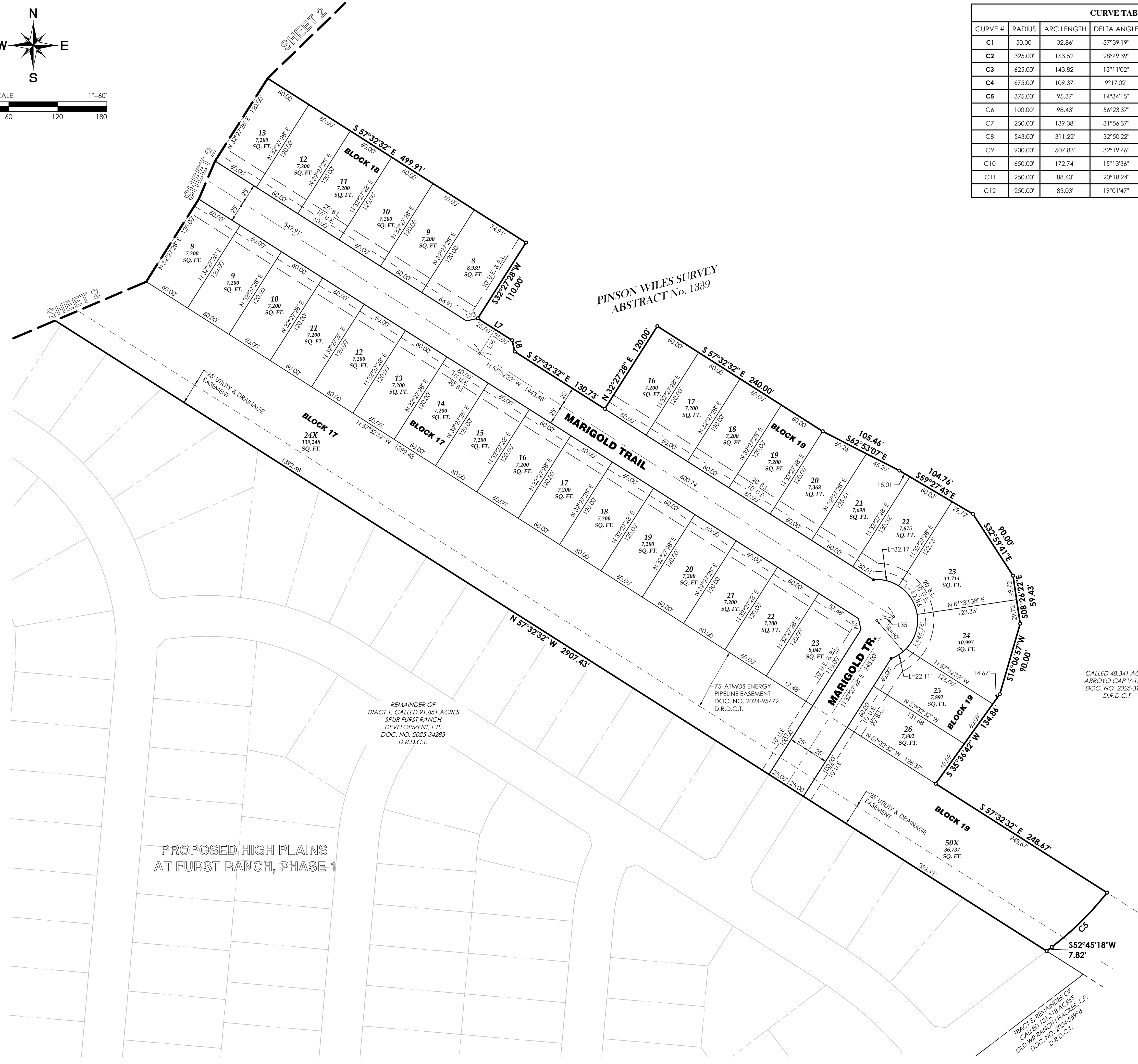




CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	50.00'	32.86'	37°39'19"	S14°49'56"W	32.27'
C2	325.00'	163.52'	28°49'39"	S18°27'39"W	161.80'
C3	625.00'	143.82'	13°11'02"	S10°38'21"W	143.50'
C4	675.00'	109.37'	9°17'02"	S27°48'57"W	109.25'
C5	375.00'	95.37'	14°34'15"	S45°28'10"E	95.11'
C6	100.00'	98.43'	56°23'37"	S60°39'17"W	94.50'
C7	250.00'	139.38'	31°56'37"	N16°29'10"E	137.58'
C8	543.00'	311.22'	32°50'22"	N16°02'17"E	306.98'
C9	900.00'	507.83'	32°19'46"	S16°17'35"W	501.12'
C10	650.00'	172.74'	15°13'36"	S24°50'40"W	172.23'
C11	250.00'	88.60'	20°18'24"	N80°59'43"W	88.14'
C12	250.00'	83.03'	19°01'47"	N80°21'24"W	82.65'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S56°20'25"E	20.00'
L2	S32°52'28"W	43.64'
L3	S26°04'15"E	14.45'
L4	S19°27'45"W	50.00'
L5	S68°11'24"W	14.93'
L6	S32°27'28"W	5.00'
L7	S57°32'32"E	50.00'
L8	S12°32'32"E	14.14'
L9	N01°08'55"W	25.42'
L10	S32°27'28"W	25.00'
L11	N15°24'42"W	14.83'
L12	S80°09'32"W	14.79'
L13	S32°27'28"W	18.22'
L14	S32°36'14"E	20.00'
L15	S11°20'38"E	20.00'
L16	S08°02'14"E	12.99'
L17	N41°23'27"W	12.92'
L18	N32°27'28"E	15.11'
L19	N77°27'28"E	14.14'
L20	S12°32'32"E	14.14'
L21	N47°44'25"E	15.07'

LINE TABLE		
LINE #	BEARING	DISTANCE
L22	S44°05'13"E	13.62'
L23	S76°31'14"E	20.00'
L24	N62°33'14"E	36.69'
L25	S04°18'30"W	35.06'
L26	N09°40'21"W	14.83'
L27	N47°32'21"E	14.16'
L28	S44°52'18"E	14.14'
L29	S14°47'17"E	14.69'
L30	S77°04'20"W	14.05'
L31	N77°27'28"E	14.14'
L32	N12°32'32"W	14.14'
L33	S77°27'28"W	14.14'
L34	N12°32'32"W	14.14'
L35	S77°27'28"W	21.21'
L36	S32°27'28"W	35.00'
L37	S69°47'51"E	34.86'
L38	S00°07'42"W	41.20'
L39	N70°50'31"W	20.00'
L40	N57°32'32"W	25.00'
L41	S32°27'28"W	25.00'
L42	S32°27'28"W	25.00'



PROPOSED HIGH PLAINS
AT FURST RANCH, PHASE 1

REMAINDER OF
TRACT 7, CALLED 91.851 ACRES
SPUR FURST RANCH
DEVELOPMENT, L.P.
DOC. NO. 2025-34283
D.R.D.C.T.

75' ATMOS ENERGY
PIPELINE EASEMENT
DOC. NO. 2024-95472
D.R.D.C.T.

CALLED 48.341 ACRES
ARROYO CAP V-1, LLC
DOC. NO. 2025-39277
D.R.D.C.T.

TRACT 3, REMAINDER OF
CALLED 131.378 ACRES
OLD WIR RANCH TRACT, L.P.
DOC. NO. 2024-55998
D.R.D.C.T.

OWNER:
ARROYO CAP V-1, LLC
ADDRESS
CITY, STATE ZIP
CONTACT NO.

DEVELOPER:
AW
ASHTON WOODS.
1800 VALLEY VIEW LANE, SUITE 100
FARMERS BRANCH, TEXAS 75234
972-505-3199

PREPARED BY:
GMcivil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

FINAL PLAT
OF
LOTS 1-10, 12-45, 11X, 91X, 92X, BLOCK 14; 1X, BLOCK 15; LOTS 1-34, 35X, 36X BLOCK 16;
LOTS 1-23, 24X, BLOCK 17; LOTS 8-15, BLOCK 18; LOTS 16-26, 50X, BLOCK 19
**HIGH PLAINS AT FURST RANCH,
PHASE 4A**
BEING
34.940 ACRES
SITUATED IN THE
PINSON WILES SURVEY, ABSTRACT No. 1339
DENTON COUNTY, TEXAS
120 RESIDENTIAL LOTS, 8 NON-RESIDENTIAL LOTS
Date: July 2025



TOWN OF BARTONVILLE DEVELOPMENT APPLICATION

Item H3.

Application Type (check all applicable):

- Sketch Plat Land Study Preliminary Final
 Development Replat Amending Plat

Current Legal Description: 34.940 Acres Situated in the Pinson Wiles Survey, Abstract No. 1339, Denton Co., Texas

Proposed Subdivision Name: High Plains at Furst Ranch, Phase 4A In Town Limits In ETJ

Current Zoning: ETJ Concurrent Zoning Change Req.? Yes (zoning change request attached) No

Proposed Zoning (if applicable): N/A No. Proposed Lots: 128 Total Acres: 34.940

Seeking Waiver/Suspension: Yes No If yes, please submit required information pursuant to Sec. 1.11 of Ordinance No. 336-03

Owner: ARROYO CAP V-1, LLC Phone: 949-272-1170

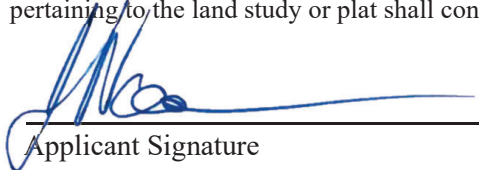
Address: 18575 Jamboree Road, Suite 350, Irvine, CA 92612

Please Note: If applicant is different from current owner a notarized statement, authorizing the applicant to act as owner's agent, must accompany this application along with submittal fees in accordance with the Town's adopted Fee schedule

Applicant: GMcivil/Jason Weaver P.E. Phone: 817-329-4373

Address: 2559 SW Grapevine Pkwy, Grapevine, TX 76051 Fax: _____

I understand that it is unlawful for any person to knowingly or willfully misrepresent, or fail to include, any information required by the Development Ordinance on this application. I further understand that misrepresentation, or deliberate omission, of facts pertaining to the land study or plat shall constitute grounds for denial of the land study or plat.


Applicant Signature

07/28/2025
Date

Office Use Only:	Fee Pd: _____	Check # _____	Date: _____
Schedule:	DRC: _____	P&Z: _____	TC: _____
Zoning Change? <input type="checkbox"/> Y <input type="checkbox"/> N	From _____ to _____	Publish Date: _____	Hearing Date: _____
<input type="checkbox"/> Street Construction	<input type="checkbox"/> Public Improvements	<input type="checkbox"/> Easements	<input type="checkbox"/> Simultaneous Submit
Hearing Req? <input type="checkbox"/> Y <input type="checkbox"/> N	Tax Certificate? <input type="checkbox"/> Y <input type="checkbox"/> N		
Disbursement: <input type="checkbox"/> Gas Co. <input type="checkbox"/> Town Engineer/Planner <input type="checkbox"/> Town Attorney <input type="checkbox"/> DRC Members	<input type="checkbox"/> Elec Co. <input type="checkbox"/> Cable Co. <input type="checkbox"/> Fire Chief <input type="checkbox"/> Water Supply		



NOTARY FORM Town of Bartonville

THE FOLLOWING IS TO BE COMPLETED ONLY IF A PERSON OTHER THAN THE OWNER IS MAKING THIS APPLICATION.

Dated: 07/28/2025

I, Jeffrey B. Brouelette/ARROYO CAP V-1, LLC, owner of the Property located at High Plains at Furst Ranch do hereby certify that I have given my permission to Jason Weaver, P.E. / GMcivil, to make an application (check one) on my behalf.

- Sketch Plat
- Development
- Land Study
- Replat
- Preliminary
- Amending Plat
- Final Plat

Jeffrey B. Brouelette/ARROYO CAP V-1, LLC Jeff B Brouelette
 Print Name Signature of Owner

18575 Jamboree Road Suite 350, Irvine, CA 92612 949-272-1170
 Address Phone No.

State of California §
 County of Orange §

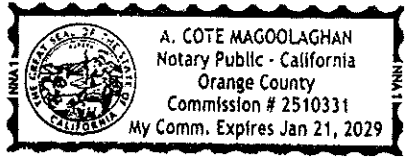
Before me, A. Cote Magoolaghan, a Notary Public in and for said County and State, on this day personally appeared Jeffrey B. Brouelette known to me to be the person whose name is subscribed to the foregoing certificate, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29th day of July, 2025.

Ali G...

Notary Public's Signature

(Seal)





July 31, 2024

Mayor Jaclyn Carrington
Town of Bartonville
1941 E. Jeter Road
Bartonville, TX 76226

**Re: High Plains at Furst Ranch Preliminary Plat – PP-2024-002
Waiver Request**

Dear Mayor Carrington,

Please accept this letter as the official request for a waiver from the Bartonville Development Ordinance Section 3.1.k.

3.1.k. Intersecting streets with centerline offsets of less than three hundred feet (300') are prohibited unless a waiver is first obtained from the Town Council in accordance with the requirements of the waiver provisions set forth in Section 1.11 of the Town's Development Ordinance, as amended.

The waiver request is to allow a street centerline offset of approximately 140' between Marigold Trail and Peppervine Lane based on the following criteria:

- 1) The offset intersections are internal streets to the subdivision which will be subject to adjacent neighborhood traffic only.
- 2) Both intersections will be stop controlled Tee-Intersections with the appropriate regulatory signage installed (R1-1 Stop Sign).
- 3) The stopping sight distance for the respective intersections will exceed 300 feet.
- 4) The request does not create a health, safety, or welfare issue in our opinion, as centerline offsets of 125-150 feet are often acceptable in most municipalities. The Town of Argyle standard is 125 feet for offset intersections, the City of Justin standard is 125 feet for local/residential street offset intersections, and the City of Fort Worth is 135 feet for local public/private streets.

We respectfully request the Town Council approval of this waiver in support of the High Plains at Furst Ranch Preliminary Plat PP-2024-002. We appreciate your time and consideration with this matter.

Sincerely,
GMcivil

A handwritten signature in blue ink, appearing to read 'J. Weaver', with a long horizontal flourish extending to the right.

Jason S. Weaver, P.E.



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

AGENDA ITEM: Discuss and consider approval of an Ordinance amending the Town's Budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, as adopted by Ordinance 772-24; providing for adjustments to the General Fund and Bartonville Community Development Corporation budgets**.

SUMMARY:

The Town has collected \$124,780 more than projected revenues and has spent \$523,946 less than projected expenditures.

This amendment adjusts accounts to reflect the current status of those that are at least \$1,000 over or under the adopted budget. Budget amendments are made to ensure accurate reporting and maintain transparency:

- **FUND 150 - Reserves**
 - Transferring Tax Note Overage of \$183,645
 - Accounting for the overage in interest earned
- **FUND 160 – Water/Wastewater**
 - This Fund was not allocated during the year, added back to the Fiscal Year to account for the revenue and expenses
- **FUND 310 Street Improvement Fund – Council Designated**
 - Created in FY2023; was not used
 - Allocated to FY2024
 - Expensed – \$754,639.50; leaving \$245,360 remaining
 - Was not allocated in FY2025 original budget
 - Proposing to utilize remaining funds to offset Fund 170 Phase 2 Construction Project, leaving more funds for future projects
 - The remaining \$245,365 balance and the \$183,645 to be utilized to offset Fund 170 current costs
- **FUND 170 Street Maintenance – Restricted**
 - Reducing fund expenses by utilizing remaining Tax Note Budget and Fund 310, allowing for a great amount of fund balance to use for future projects.
- **FUND 180 Lantana Town Center Grant Liability**
 - Incorrectly budgeted wrong transfer account
 - Adjusting for overage off LTC Property Tax Grant
- **FUND 800 – BCDC**
 - Adjusting accounts that are over budget

- **Tax Note Fund: 200-1000**
 - Remaining Amount - \$367,289 (*divided by 2 = \$183,645*)
 - Transfer half into Fund 310 Street Improvement Fund (cannot transfer into FUND 170 – restricted) and use towards Jeter, Phase 2 Project, leaving more money in Fund 170 for future projects

RECOMMENDED MOTION OR ACTION:

Move to approve an Ordinance amending the Town's Budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, as adopted by Ordinance 772-24; providing for adjustments to the General Fund and Bartonville Community Development Corporation budgets as presented.

ATTACHMENTS:

- ORD 786-25 FY2025 Budget Amendment #2 - GF & BCDC

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. 776-24**

FISCAL YEAR 2024-2025 BUDGET AMENDMENT #2

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS AMENDING THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, AS ADOPTED BY ORDINANCE NO. 772-24; PROVIDING FOR ADJUSTMENTS TO THE GENERAL OPERATING FUND AND THE BARTONVILLE COMMUNITY DEVELOPMENT CORPORATION FUND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; PROVIDING SAVINGS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES OF THE TOWN BARTONVILLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, an annual budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, was duly created, and adopted by the Bartonville Town Council in accordance with Title Four (4), Chapter 102, Sections 102.002 and 102.003 of the Texas Local Government Code; and

WHEREAS, said Annual Budget was adopted by Ordinance 772-24 on September 17, 2024; and

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

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

SECTION 1.

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

SECTION 2.

The Annual Budget of the Town of Bartonville, Texas, for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, as heretofore adopted by Ordinance No. 772-24 is hereby amended to provide for adjustments to both the General Operating Fund and

the Bartonville Community Development Corporation Fund, as described below and incorporated herein, and expenditures for the fiscal year shall be made in accordance with said Annual Budget, as amended.

TOWN OF BARTONVILLE		
FISCAL YEAR 2024-2025		
BUDGET AMENDMENT #2		
45,916.00		
GENERAL FUND		
	Debit	Credit
100-4114	Permits:Residential Bldg Permits	45,572
100-4090	General Revenue	22,763
100-4122	Permits:Zoning/Subdivision/DRC/Fees	25,140
100-4104	Permits:Commercial Bldg Permits	15,137
100-4705	Sale of Surplus	15,000
100-4025	Sales Tax Revenue	43,130
100-4105	Permits:Contractor Registration Fees	9,000
100-4102	Permits:BOA Application Fees	8,845
100-4045	Solidwaste Franchise Fees	8,692
100-4112	Permits:Red Tag Fees	7,670
100-4150	Municipal Court Fines	5,327
100-4003	Ad Valorem Pent & Int	4,801
100-4041	Electric/Gas Franchise Fees	4,244
100-4002	Ad Valorem Current	3,969
100-4108	Permits:Health/Food Permits	3,185
100-4157	Municipal Court Fines - CC Payments	1,972
100-4060	Mixed Beverage Allocation	1,514
100-4200	Use of Reserves (from Fund Balance)	40,500
100-4250	Interest Earned	13,524
100-4042	Telephone Franchise Fees	4,783
100-4046	Water Franchise Fees	3,779
100-4117	Permits:Septic Permit Fee	1,390
100-20-5007	Overtime Wages	18,308
100-10-5110	Building Inspections	19,080
100-10-5082	Audit & Accounting Expense	22,000
100-10-5001	Wages & Salaries	29,912
100-10-5147	Computer Software & Maintenance	16,230
100-10-5403	Inclement Weather Maintenance	6,025
100-20-5145	Computer Software & Maintenance	4,736
100-10-5029	Workers Compensation	5,676

100-10-5080	Appraisal District	1,315
100-20-5001	Wages & Salaries	101,805
100-20-5025	Health and Dental	26,792
100-10-6100	Capital Improvements	50,000
100-10-5381	Legal	38,473
100-10-5025	Health and Dental	35,184
100-10-5230	Engineering/Surveying Services	27,379
100-20-5029	Workers Compensation	19,837
100-10-5154	Contract Labor	17,300
100-10-5226	Election Expense	13,755
100-20-5084	Vehicle Maintenance	10,906
100-10-5160	Computer Hardware Improvements	7,364
100-10-5717	Travel & Training	9,463
100-20-5479	Operations and Supplies	8,673
100-20-5020	Retirement - TMRS	8,204
100-10-5405	Tree Trimming	7,970
100-10-5275	Gas Well Inspections	6,985
100-20-5337	Insurance - Property & Liability	6,344
100-20-5002	Certification Wages	5,991
100-10-5513	Planning Services	2,673
100-10-5103	Banners and Signs	5,648
100-10-5157	Copier Lease/Supplies/Maint	4,720
100-10-5155	Datamax Project Contingency	5,000
100-10-5337	Insurance - Property & Liability	4,212
100-10-5404	Maintenance/Repair/Cleaning	1,175
100-10-5002	Certification Wages	3,573
100-20-5726	Uniforms	1,964
100-20-5264	Fuel & Lubricants	1,929
100-10-5727	Utilities	1,893
100-20-5334	Insurance - Auto	3,540
100-10-5479	Operations and Supplies	3,500
100-10-5020	Retirement - TMRS	3,473
100-20-5008	Vacation Buy Back	1,024
100-10-5162	County Tax Collection	3,000
100-10-5207	Dues & Memberships	2,983
100-10-5019	Mileage Pay	2,681
100-20-5336	Insurance - Police Liability	2,705
100-10-5406	Public Assistance	2,500
100-10-5710	Meetings/Events	2,331
100-10-5158	Copier/Printing Expense and Supplies	2,079

100-20-5717	Travel & Training		2,100
100-10-5115	Code Enforcement		2,100
100-10-5142	Codification		1,087
100-20-5172	Criminal Invest & Background		1,000
100-10-5601	Records Management		1,895
100-10-5053	Advertisements and Notices		1,320
100-20-5208	Dues & Memberships		1,008
		187,257	701,497

RESERVES			
		Debit	Credit
	Transfer from Tax Note Fund*		183,645
150-4250	Interest Earned		12,523
		0	196,168

* New Account Created, if Amendment is Approved

WATER/WASTEWATER			
		Debit	Credit
160-4945	Waste Water Revenue		38,806
160-10-5790	Waste Water: Metering Station Utilities	308	
160-10-5792	Waste Water: Treatment Expense - UTRWD	36,643	
		36,951	38,806

FUND 310 STREET IMPROVEMENT FUND-COUNCIL DESIGNATED			
		Debit	Credit
310-4999	Fund Balance		245,360
310-40-5881	Street Projects	245,360	
	Transfer from Tax Note Fund*		183,645
		245,360	429,005

FUND 170 STREET MAINTENANCE-RESTRICTED			
		Debit	Credit
170-4055	Street Sales Tax		45,195
170-4250	Interest Earned		5,163
170-40-5881	Street Projects		245,360
170-40-5881	Street Projects		183,645
170-40-5877	Street Maint/Rpr		26,500
170-40-5230	Engineering/Surveying Services	26,500	
		26,500	505,863

* New Account Code to be created, if Amendment is Approved

LANTANA TOWN CENTER (LTC) GRANT LIABILITY			
		Debit	Credit
180-4790	Transfer from GF	210,000	
180-4999	Transfer In from GF		210,000
180-11-5225	LTC Sales Tax Grants		6,764
180-11-5281	LTC Property Tax Grant	6,764	
180-4999	Transfer In from GF		10,000
180-11-5281	LTC Property Tax Grant	10,000	
		226,764	226,764

BARTONVILLE COMMUNITY DEVELOPMENT DISTRICT			
		Debit	Credit
800-4999	Transfer from Fund Balance		26,340
800-10-5289	Marketing	16,585	
800-10-5514	Postage	200	
800-10-5147	Computer Software & Maintenance	2,000	
800-10-5480	Old Town Improvements	4,000	
800-10-5481	Old Town Maintenance & Repairs	3,555	
		26,340	26,340

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

The Town Secretary of the Town of Bartonville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the Town Council of the Town of Bartonville and by filing this Ordinance in the Ordinance records of the Town. Additionally, pursuant to Section 102.009, this Ordinance amending the Budget shall be filed in the office of the municipal clerk and in the office of the County Clerk.

SECTION 8.

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by a vote of _____ to _____, this the 16th day of September 2025.

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

State of Texas §
County of Denton §

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

Given under my hand and seal of the office this the 16th day of September 2025.

Shannon Montgomery,
Notary



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

AGENDA ITEM: Discuss and consider approval of an Ordinance approving and adopting the Town's budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026**.

SUMMARY:

The FY 2025-2026 Proposed Budget is hereby presented for adoption.

The proposed budget was filed in the Office of the Town Secretary on August 15, 2025, and the proposed budget was made available for public inspection by the taxpayers in accordance with Title Four (4), Chapter 102, Section 102.005 of the Local Government Code.

A Public Hearing for the proposed budget was held on September 2, 2025, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2025-2026 Fiscal Year Budget. No one spoke in favor or opposition.

The proposed budget is based on a \$0.173646/\$100 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, 2025 and ending September 30, 2026 as presented.

ATTACHMENTS:

- ORD 787-25 Approving Fiscal Year 2025-2026 Budget
- Proposed Fiscal Year 2025-2026 Budget Book

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. 787-25**

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, 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 2025-2026 beginning on October 1, 2025 and ending on September 30, 2026 (the "2025-2026 FY Budget") was filed in the office of Town Secretary on August 15, 2025 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 23, 2025, and the Town Council held a public hearing on the proposed budget on September 2, 2025 at 6:00 p.m. at Bartonville Town Hall; and

WHEREAS, having conducted the public hearing and provided an opportunity for public comment regarding the 2025-2026 FY Budget, the Town Council has determined that the Fiscal Year 2025-2026 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, 2025 and ending September 30, 2026, 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 2025, and ending the thirtieth day of September 2026 (the "2025-2026 Fiscal Year Budget of Town of Bartonville, Texas").

SECTION 3. FILING OF BUDGET. A true and correct copy of this Ordinance along with the 2025-2026 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 2025-2026 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 16TH DAY OF SEPTEMBER 2025 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
Matt Chapman, Mayor Pro Tem				
Jim Roberts, Place 1				
Clay Sams, Place 3				
Keith Crandall, Place 4				
Margi Arens, Place 5				

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

DRAFT

Exhibit A
Approved 2025-2026 Fiscal Year Budget of the Town of Bartonville, Texas

DRAFT

Town of Bartonville
Proposed FY2025-2026
FUND 100 General Fund

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 Proposed
REVENUES				
Property Taxes				
Ad Valorem Current	953,755	1,077,442	1,195,000	1,195,000
Ad Valorem Pent & Int	3,579	4,051	2,500	2,500
Ad Valorem Delinquent	28,850	11,181	2,500	2,500
Sales & Beverage Tax				
Sales Tax Revenue	757,982	829,336	800,000	800,000
Mixed Beverage Allocation	96,543	101,980	90,000	90,000
Franchise Fees				
Electric/Gas Franchise Fees	179,455	200,117	200,000	200,000
Telephone Franchise Fees	17,486	12,493	15,000	15,000
Solid Waste Franchise Fees	24,016	28,688	20,000	36,000
Water Franchise Fees	18,348	21,594	25,000	25,000
Permit & Development Fees				
Permits:Business C of O Permits	250	-	1,000	1,000
Permits:Commercial Bldg Permits	25,891	2,176	2,000	2,000
Permits:Contractor Registration Fees	9,375	10,875	5,000	7,000
Permits:Gas Well Inspection Fees	33,145	22,900	27,750	24,000
Permits:Health/Food Permits	7,875	12,565	7,800	7,800
Permits:Red Tag Fees	3,290	3,400	1,000	1,000
Permits:Residential Bldg Permits	126,878	173,572	120,000	130,000
Permits:Septic Permit Fee	10,580	14,140	10,000	7,000
Permits:Sign or Tree Permits	525	1,800	300	300
Permits:Special Event/Race Permit	124	322	100	100
Permits:Truck Permit	100	325	50	250
Permits:Zoning/Subdivision/DRC/Fees	14,591	16,637	4,000	10,000
Municipal Court				
Child Safety Collected	-	2,050	2,000	2,000
Municipal Court Fines	93,903	86,261	85,000	85,000
Municipal Court Fines - CC Payments	15,285	15,841	15,000	15,000
Other/Transfer				
LOESE Training Funds	776	1,975	1,000	1,000
Interest Earned	114,489	143,820	140,000	115,000
Transfer from CCPD	-	-	30,000	30,000
Transfer from BCDC	37,691	-	10,000	20,000
TOTAL REVENUE	2,592,125	3,339,177	2,812,000	2,824,450

EXPENDITURES**ADMINISTRATION**

Wages & Salaries	306,582	344,213	370,129	449,225
Certification Wages	3,393	3,000	7,200	7,200
Overtime Wages	1,289	5,997	6,400	8,000
Vacation Buy Back	1,788	-	-	2,500

Town of Bartonville
Proposed FY2025-2026
FUND 150 Reserve Fund

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Interest Earned (<i>RESERVE Bank Account</i>)	20,705	19,184	15,000	19,000
Transfer From GF (<i>into RESERVE Bank Account</i>)	-	266,596	-	-
TOTAL REVENUE	20,705	285,780	15,000	19,000

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Town of Bartonville
Proposed FY2025-2026
FUND 160 WasteWater

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Waste Water Revenue	52,528	41,768	-	41,000
TOTAL REVENUE	52,528	41,768	-	41,000
EXPENDITURES				
Waste Water: Metering Station Utilities	333	335	-	350
Waste Water: Treatment Expense - UTRWD	44,048	38,897	-	36,000
TOTAL EXPENDITURES	44,381	39,232	-	36,350
REVENUE OVER/(UNDER) EXPENSES	8,147	2,535	-	4,650

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Town of Bartonville
Proposed FY2025-2026
FUND 170 Street Maintenance

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Street Sales Tax	486,849	581,997	550,000	520,000
Interest Earned (Street Sales Tax)	80,997	43,202	38,000	40,000
Surplus	-	-	-	790,000
TOTAL REVENUE	567,846	625,199	588,000	1,350,000
EXPENDITURES				
Engineering/Surveying Services	71,855	41,876	60,000	100,000
Street Maint/Rpr	154,652	135,767	250,000	250,000
Street Projects	467,838	-	1,000,000	1,000,000
TOTAL EXPENDITURES	694,345	177,643	1,310,000	1,350,000
REVENUE OVER/(UNDER) EXPENSES	(126,499)	447,556	(722,000)	-

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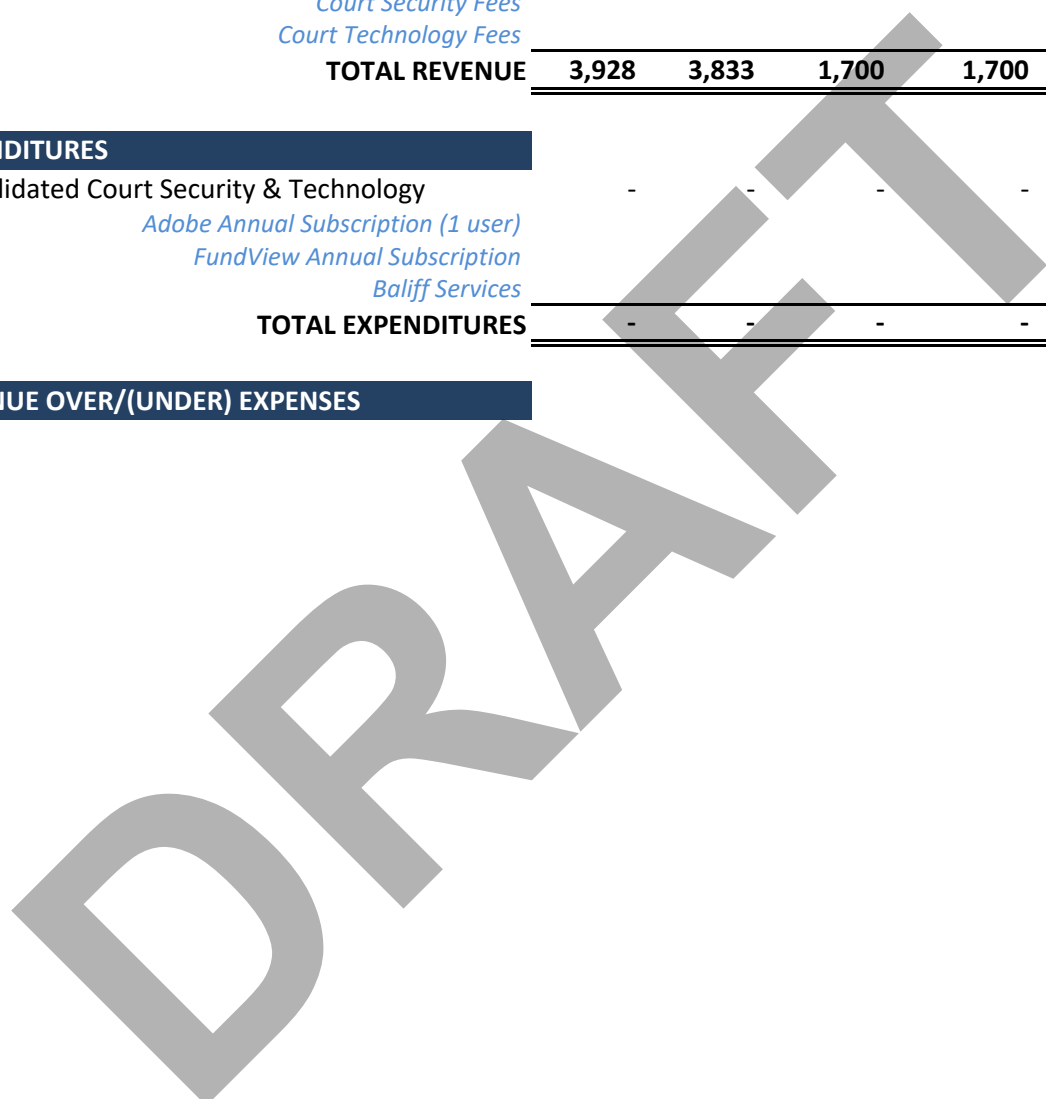
Town of Bartonville
Proposed FY2025-2026
FUND 180 LTC Grant Liability

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Transfer From GF	-	-	210,000	-
Transfer In	271,695	223,051	-	265,000
TOTAL REVENUE	271,695	223,051	210,000	265,000
EXPENDITURES				
LTC Sales Tax Grants	167,662	173,253	175,000	170,000
LTC Property Tax Grant	53,192	83,338	75,000	95,000
TOTAL EXPENDITURES	220,854	256,592	250,000	265,000
REVENUE OVER/(UNDER)	50,841	(33,541)	(40,000)	-

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Town of Bartonville
Proposed FY2025-2026
FUND 200 Municipal Court

	FY2023	FY2024	FY2025	FY2025	FY2026
	Actual	Actual	Adopted	Amended	Proposed
REVENUES					
Local Truancy and Prevention Diversion Fee	3,851	3,758	1,700	1,700	2,000
Municipal Jury Fund	77	75	-	-	-
Consolidated Court Security & Technology Fees	-	-	-	-	5,700
<i>Court Security Fees</i>					
<i>Court Technology Fees</i>					
TOTAL REVENUE	3,928	3,833	1,700	1,700	7,700
EXPENDITURES					
Consolidated Court Security & Technology	-	-	-	-	5,300
<i>Adobe Annual Subscription (1 user)</i>					
<i>FundView Annual Subscription</i>					
<i>Baliff Services</i>					
TOTAL EXPENDITURES	-	-	-	-	5,300
REVENUE OVER/(UNDER) EXPENSES					2,400



Town of Bartonville
Proposed FY2025-2026
FUND 300 Building Maintenance

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Interest Earned	3,213	608	-	-
TOTAL REVENUE	3,213	608	-	-
EXPENDITURES				
Building Improvements-Town Hall	30,876	27,942	-	3,000
TOTAL EXPENDITURES	30,876	27,942	-	3,000
REVENUE OVER/(UNDER) EXPENSES	(27,663)	(27,334)	-	(3,000)

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Town of Bartonville
Proposed FY2025-2026

Bartonville Community Development Corporation (BCDC)

	FY2023	FY2024	FY2025	FY2026
	Actual	Actual	Amended	Proposed
REVENUES				
Sales Tax Revenue	158,347	116,399	120,000	120,000
Interest Earned	50,044	39,194	25,000	25,000
Transfer In	-	-	2,125	16,125
TOTAL REVENUE	208,390	155,593	147,125	161,125
EXPENDITURES				
Computer Software & Maintenance	4,000	1,000	1,000	3,000
Consulting Fees	2,500	22,000	1,500	1,500
Copier/Printing Expense and Supplies	382	-	500	500
Grant Expenses	82,400	243,500	100,000	100,000
Marketing	740	8,700	12,000	14,000
Legal	2,031	753	1,500	1,500
Old Town Maintenance & Repairs	27,208	15,083	10,000	10,000
Traffic Study	5,400	7,548	10,000	10,000
Postage	-	-	625	625
Salary Transfer to Town	-	10,000	10,000	20,000
TOTAL EXPENDITURES	124,812	343,618	147,125	161,125
REVENUE OVER/(UNDER) EXPENSES	83,578	(188,025)	-	-

Town of Bartonville
Proposed FY2025-2026

Bartonville Crime Control Prevention District (CCPD)

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 Proposed
REVENUES				
Sales Tax Revenue	115,380	130,958	120,000	130,000
Interest Earned	13,604	17,723	7,000	8,500
Transfer In <i>(from Fund Balance)</i>	-	-	110,100	34,514
TOTAL REVENUE	128,984	148,681	237,100	173,014
EXPENDITURES				
Bonds	152	140	200	200
Blue Santa	1,338	339	1,500	1,500
Equipment (Flock)	46,958	27,373	71,250	50,000
National Night Out	2,719	2,439	3,000	3,000
Salary to Town	-	-	30,000	30,000
Axon Body Cameras	-	-	17,000	15,000
Training Expense	-	-	5,000	5,000
Uniform & Apparel Expense	5,498	10,053	9,000	9,000
Vehicle Replacement	-	155,523	80,000	58,314
Squad Car Accessories	-	14,600	1,000	1,000
TOTAL EXPENDITURES	67,060	227,392	339,700	173,014
REVENUE OVER/(UNDER) EXPENSES	61,924	(78,710)	(102,600)	-

Town of Bartonville
Proposed FY2025-2026
FUND 100 General Fund

	FY2023	FY2024	FY2025	FY2026
	Actual	Actual	Amended	Proposed
Longevity Pay	1,716	288	576	750
Mileage Pay	6,745	8,303	9,000	5,000
Retirement - TMRS	50,588	53,406	48,073	49,300
Payroll Taxes	4,353	5,086	5,691	6,850
Workers Compensation	-	7,905	1,609	5,500
Unemployment - TWC Payable	102	468	468	300
Health and Dental	63,182	67,350	112,237	96,200
Advertisements and Notices	3,560	3,569	4,500	5,500
Animal Control	14,967	15,968	15,000	15,000
Appraisal District	7,314	7,216	7,300	9,000
Audit & Accounting Expense	19,156	23,545	25,000	30,000
Bank Service Charges	399	255	500	500
Banners and Signs	73,361	7,476	8,000	8,000
Building Inspections	-	-	55,000	75,000
Code Enforcement	-	-	8,400	8,400
Cell Phone Charges	3,058	3,856	4,000	4,000
Clean Up Day	8,199	10,563	5,000	10,800
<i>2026 Clean Up Day Event</i>				
<i>Monthly Hazardous Waste Pick Up</i>				
Codification	785	477	3,500	3,500
Computer Software & Maintenance	26,801	38,597	40,400	77,785
<i>Adobe Annual Subscription (3 users)</i>				
<i>Archive Social Annual Subscription</i>				
<i>Canva Annual Subscription</i>				
<i>CivicPlus & SSL Management Annual Subscription</i>				
<i>Datamax Monthly Service</i>				
<i>eCode360 Annual Subscription</i>				
<i>FundView Annual Subscription</i>				
<i>QuickBooks Annual Subscription</i>				
<i>SafeBuilt Software, Conversion and Annual Cost</i>				
<i>Software Licenses</i>				
<i>Zoom Annual Subscription</i>				
Contract Labor	8,870	-	17,300	17,300
Copier Lease/Supplies/Maint	2,708	3,148	7,500	3,000
Copier/Printing Expense and Supplies	942	244	2,500	2,500
County Filing Fees	502	316	670	600
Dues & Memberships	1,208	1,882	5,000	5,000
<i>Atmos Cities Steering Committee</i>				
<i>CoServ Cities Steering Committee</i>				
<i>International Institute of Municipal Clerks</i>				
<i>North Central Texas Council of Governments</i>				
<i>North Texas Municipal Clerks Association (2)</i>				
<i>Texas Court Clerks Association (2)</i>				

Town of Bartonville
Proposed FY2025-2026
FUND 100 General Fund

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 Proposed
<i>Texas Municipal Clerks Association (2)</i>				
<i>Texas Municipal Human Resources Association</i>				
<i>Texas Municipal League</i>				
Election Expense	11,645	118	14,000	14,000
Engineering/Surveying Services	84,840	69,677	90,000	90,000
Gas Well Inspections	22,799	20,319	24,750	24,750
Insurance - Property & Liability	5,335	2,905	8,000	8,000
Legal	91,283	103,816	90,000	90,000
Inclement Weather Maintenance	-	6,790	8,000	8,000
Maintenance/Repair/Cleaning	22,951	19,206	30,000	30,000
Tree Trimming	16,411	13,045	17,000	17,000
Public Assistance	200	65	2,500	8,000
<i>Child Advocacy Center</i>				
<i>MHMR</i>				
<i>SPAN Ride Share</i>				
Operations and Supplies	6,469	-	3,500	7,500
Planning Services	44,031	40,826	42,000	42,000
Postage	3,102	2,905	3,500	3,500
Publications/Subscriptions	747	709	1,500	1,500
Records Management	3,155	6,500	6,000	6,000
Health Inspections	-	-	9,000	10,000
Sanitarian Services	-	-	7,000	9,000
TCEQ Fees	280	300	300	300
Special Events	2,214	17,772	12,000	15,000
Meetings/Events	941	3,259	5,000	5,000
Travel & Training	5,207	5,100	12,000	8,000
Utilities	14,897	14,622	17,500	17,500
Capital Improvements	150,041	-	50,000	50,000
GF ADMIN TOTAL EXPENSE	1,098,877	951,670	1,228,503	1,371,760
POLICE DEPARTMENT				
Wages & Salaries	440,400	495,681	623,979	516,900
Certification Wages	5,308	4,870	12,600	10,800
Overtime Wages	28,506	74,807	29,951	42,000
Vacation Buy Back	1,731	-	8,000	8,000
Longevity Pay	1,638	702	960	1,200
Retirement - TMRS	75,360	78,210	84,833	59,600
Payroll Taxes	6,737	7,686	9,946	8,250
Health and Dental	83,482	88,835	196,321	131,500
Workers Compensation	11,527	18,171	32,171	13,000
Unemployment - TWC Payable	-	702	819	400
Vehicle Maintenance	11,522	19,969	12,000	12,000
Cell Phone Charges	4,843	7,740	-	7,000

**Town of Bartonville
Proposed FY2025-2026
FUND 100 General Fund**

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 Proposed
Computer Software & Maintenance	23,250	21,703	29,631	26,800
<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	2,000
Contracts	6,722	-	8,000	10,200
<i>Denton County 911 Dispatch Agreement</i>				
<i>Denton County Radio Agreement</i>				
Dues & Memberships	395	170	2,000	2,000
<i>Texas Smart Buy Board</i>				
<i>Texas Police Chief's Association</i>				
Fuel & Lubricants	16,150	19,219	22,000	22,000
Insurance - Auto	5,181	5,181	12,500	7,500
Insurance - Police Liability	5,732	8,360	12,500	10,000
Insurance - Property & Liability	1,739	907	7,917	1,700
Operations and Supplies	4,537	11,083	20,000	20,000
<i>Background Checks</i>				
<i>New Hire Employment Testing</i>				
Meetings/Events	-	-	1,500	1,500
Travel & Training	1,874	4,805	4,500	4,500
Uniforms	1,898	3,347	4,000	4,000
POLICE TOTAL EXPENSE	739,828	880,051	1,138,128	922,850
 MUNICIPAL COURT				
Municipal Court Expenses	4,700	10,600	12,000	12,000
 TRANSFERS FROM GENERAL FUND				
Transfer to Lantana Town Center Grant	271,695	223,051	210,000	265,000
TOTAL EXPENSES	2,115,100	2,331,968	2,588,631	2,571,610
REVENUE OVER/(UNDER) EXPENSES	477,025	1,007,209	223,369	252,840

**TOWN OF BARTONVILLE, TEXAS
FY 2025-2026 ANNUAL BUDGET
ADOPTED SEPTEMBER 16, 2025**



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 REVENUE FROM PROPERTY TAXES THAN LAST YEAR’S BUDGET BY AN AMOUNT OF \$110,642, WHICH IS A 10.26 PERCENT INCREASE FROM LAST YEAR’S BUDGET. OF THAT AMOUNT, \$64,265 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.49% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000.00 HOME BY APPROXIMATELY \$12.09.

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 **FY2025-2026 Annual Budget** on September 16, 2025. A record vote was taken with the following results:

Vote on Motion	FOR	AGAINST	ABSENT	ABSTAIN
Matt Chapman, Mayor Pro Tem				
Jim Roberts, Place 1				
Clay Sams, Place 3				
Keith Crandall, Place 4				
Margi Arens, Place 5				
PRESENT and not voting:	Mayor Jaclyn Carrington			

The members of the Town of Bartonville governing body voted on the adoption of the **2025 Tax Rate** on September 16, 2025. A record vote was taken with the following results:

Vote on Motion	FOR	AGAINST	ABSENT	ABSTAIN
Matt Chapman, Mayor Pro Tem				
Jim Roberts, Place 1				
Clay Sams, Place 3				
Keith Crandall, Place 4				
Margi Arens, Place 5				
PRESENT and not voting:	Mayor Jaclyn Carrington			

Property Tax Comparison	2024-2025	2025-2026
Adopted Tax Rate	\$0.173646/\$100	\$0.173646/\$100
No New Revenue Tax Rate	\$0.162282/\$100	\$0.161552/\$100
Voter Approval Tax Rate	\$0.181560/\$100	\$0.167738/\$100
De Minimis Tax Rate	\$0.243907/\$100	\$0.235144/\$100
Debt Rate	\$0.000000/\$100	\$0.000000/\$100

The total amount of city debt obligations secured by property taxes is \$0.00.

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



ELECTED OFFICIALS

Mayor	Jaclyn Carrington
Council Member Place 1	Jim Roberts
Mayor Pro Tem / Council Member Place 2	Matt Champan
Council Member Place 3	Clay Sams
Council Member Place 4	Keith Crandall
Council Member Place 5	Margie Arens

APPOINTED OFFICIALS

Town Administrator	Kirk Riggs
Town Attorney	Patricia Adams
Town Secretary	Shannon Montgomery

BOARDS AND COMMISSIONS

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

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. 787-25**

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, 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 2025-2026 beginning on October 1, 2025 and ending on September 30, 2026 (the "2025-2026 FY Budget") was filed in the office of Town Secretary on August 15, 2025 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 23, 2025, and the Town Council held a public hearing on the proposed budget on September 2, 2025 at 6:00 p.m. at Bartonville Town Hall; and

WHEREAS, having conducted the public hearing and provided an opportunity for public comment regarding the 2025-2026 FY Budget, the Town Council has determined that the Fiscal Year 2025-2026 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, 2025 and ending September 30, 2026, 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 2025, and ending the thirtieth day of September 2026 (the "2025-2026 Fiscal Year Budget of Town of Bartonville, Texas").

SECTION 3. FILING OF BUDGET. A true and correct copy of this Ordinance along with the 2025-2026 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 2025-2026 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 16TH DAY OF SEPTEMBER 2025 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
Matt Chapman, Mayor Pro Tem				
Jim Roberts, Place 1				
Clay Sams, Place 3				
Keith Crandall, Place 4				
Margi Arens, Place 5				

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

PROPOSED

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

September 16, 2025

Dear Town Council and Residents of Bartonville,

I am pleased to present the proposed fiscal year 2025–2026 budget for your consideration. This budget reflects our continued commitment to public safety, community engagement, and responsible fiscal management.

In developing this budget, we prioritized the following Council objectives:

1. **Public Safety:** Strengthening the safety of our residents through increased support for the Police Department and ongoing community policing initiatives.
2. **Infrastructure Improvement:** Investing in the maintenance and enhancement of our roads, drainage systems, and other critical infrastructure to support and improve the quality of life in Bartonville.
3. **Visibility:** Ensuring clear traffic signage and maintaining good sight lines throughout our community, which features heavily treed lots and winding roads.
4. **Community Engagement:** Continuing annual events that bring together both long-time and newly arrived Bartonville residents, fostering a strong sense of community.

This budget reflects our dedication to fiscal responsibility while strategically preparing the Town for future needs. We have reduced expenditures, utilized third-party contracts to control overhead, and maintained a strong reserve fund to protect against economic uncertainties. In the past four years, more than one hundred residential lots between two and eight acres have been developed in line with our Future Land Use Plan.

Transparency and public engagement have been central to this process. Multiple public workshops were held; each properly noticed at least 72 hours in advance of regular Town Council meetings. These workshops allowed residents to provide feedback and share their concerns, ensuring that the budget reflects the priorities and aspirations of our community.

I would like to thank Town Administrator Kirk Riggs and Town Secretary Shannon Montgomery for their guidance and contributions to this proposed budget. Their dedication to financial transparency and prudent management is a cornerstone of the Council's decision-making. I also extend my gratitude to the Town Council for their careful review and commitment during numerous special meetings, and to the Boards and Commissions members who volunteer their time throughout the year to help Bartonville maintain its rural character as one of North Texas' most cherished hidden gems.

Sincerely,

Jaclyn Carrington, Mayor
Town of Bartonville

Fiscal Year 2025-2026 Budget Overview

COMMUNITY PROFILE AND GENERAL INFORMATION

Bartonville, located just north of the Dallas/Fort Worth Metroplex, offers a peaceful residential environment with rural charm, while providing convenient access to the amenities and employment opportunities of the Metroplex. This unique combination of tranquility and accessibility makes Bartonville an attractive place to live.

As a Type A General-Law Municipality, Bartonville operates under a Mayor-Council form of government. The governing body consists of a Mayor and five Council members, each elected by place to serve staggered two-year terms, providing regular opportunities for community input and leadership renewal. The Town Administrator reports directly to the Town Council and oversees daily operations, ensuring that policies established by the Council are implemented effectively. This structure maintains a clear separation between legislative and executive responsibilities, promoting efficient management of Town affairs.

FINANCIAL STRUCTURE

Governmental funds are essential for financing the Town's operations and services. They track the acquisition, use, and balances of expendable financial resources and related obligations. Unlike private-sector accounting, these funds focus on measuring changes in financial position rather than net income. This approach provides transparency and accountability, offering a clear view of how resources are allocated and managed.

General Fund: The General Fund serves as the Town's primary operating account, covering revenues and expenditures not assigned to other funds. It supports core government services and is funded primarily by ad valorem taxes, sales taxes, franchise fees, permits, licenses, and municipal court fines. By financing essential programs and services, this fund ensures that community needs are met efficiently and effectively.

Reserve Fund: The Reserve Fund is maintained to cover unexpected or emergency expenses beyond the capacity of the General Fund. The Town's policy is to maintain a balance equal to 25% of annual budgeted expenditures, providing a safeguard that allows the Town to respond quickly to unforeseen challenges while protecting essential services.

Street Maintenance Fund: The Street Maintenance Fund finances the upkeep, repair, and improvement of the Town's roadways, including routine maintenance as well as major reconstruction and overlay projects. Well-maintained streets help ensure safe, reliable travel for residents and visitors.

Economic Development Liability Fund: This fund manages the Town's financial obligations under the 380 Agreement with Lantana Town Center. Funded through transfers from the General Fund, it provides a dedicated account for payments to the developer while supporting economic growth and investment that benefit the broader community. (See page 13 for financial impact details.)

Interest & Sinking Fund: The Interest & Sinking Fund is used to pay principal, interest, and related costs on the Town's tax notes, ensuring all debt obligations are met responsibly and on schedule.

Court Security & Technology Funds: These funds support the security and technological operations of the Municipal Court, financing safety measures and technological enhancements necessary for efficient and secure court operations.

Capital Improvement Fund: The Capital Improvement Fund finances major capital projects, infrastructure improvements, and facility upgrades. These funds ensure that Town facilities and essential machinery remain modern, functional, and reliable.

Special Revenue Funds: Special Revenue Funds, including the Bartonville Community Development Corporation and the Bartonville Crime Control and Prevention District, account for resources dedicated to specific purposes. The Community Development Corporation funds economic development initiatives, while the Crime Control District finances public safety programs, enabling targeted investment in priorities that benefit the community.

BASIS FOR ACCOUNTING AND BUDGETING

The Town's governmental funds are prepared using the modified accrual basis of accounting. Under this method, revenues are recognized when they are both measurable and available. "Measurable" means the amount of the transaction can be determined, and "available" indicates that the revenue can be collected in the current period or soon enough to pay current liabilities. This approach ensures that revenues are recorded when they can effectively finance expenditures, providing a transparent view of the Town's financial position and resource availability.

The Town's Comprehensive Annual Financial Report (CAFR) presents financial information in accordance with Generally Accepted Accounting Principles (GAAP). While the budget is prepared under GAAP, the Town uses the modified accrual basis for all governmental and fund-type budgets to ensure consistency, transparency, and an accurate representation of fiscal health.

BALANCED BUDGET

The Town follows a policy of preparing a balanced budget, where proposed expenditures do not exceed estimated revenues. If a revenue shortfall occurs, the Council may authorize the use of reserve fund balances. Should revenues fall below projections during the fiscal year, the Mayor or Town Administrator may recommend adjustments to expenditures for Council approval, ensuring that the budget remains balanced and sustainable.

REVENUE SOURCES

Revenue projections for the Town's operating funds are based primarily on historical data, with adjustments for anticipated economic conditions and changes in rates or policies. This ensures that estimates reflect both past performance and expected economic variations.

General Fund Revenue Sources:

Ad Valorem Taxes: Approximately 42.5% of General Fund revenues, including current and delinquent taxes plus penalties and interest. Tax rates are based on certified appraisal rolls from the Denton Central Appraisal District. Bartonville adopts a combined rate to support General Fund operations and the Interest & Sinking Fund. (No current debt is pledged to I&S.)

Sales Tax: The Town receives a 1-cent share of local taxable sales, remitted monthly by the State Comptroller. Sales tax accounts for roughly 31.5% of General Fund revenue.

Utility Franchise Fees: These fees, totaling about 9.8% of General Fund revenue, compensate the Town for the use of right-of-way and are calculated as a percentage of the gross utility revenue.

Permits, Licenses, and Inspections: Construction and contractor fees, representing roughly 6.7% of revenues.

Municipal Court Fines: Fines from misdemeanor offenses, contributing approximately 3.6% of revenues.

Special Revenue Funds

Street Fund: Dedicated sales tax approved by voters for street maintenance, funding resurfacing, repairs, and roadway improvements.

Bartonville Community Development Corporation: Funded by a dedicated sales tax to support economic development projects.

Bartonville Crime Control and Prevention District: Funded by a voter-approved sales tax for public safety operations. (Note: Not collected in Lantana Town Center due to preexisting Denton County Fresh Water Districts.)

Municipal Court Security & Technology Fees: Court fees used exclusively for court security and technology enhancements.

BUDGETARY SYSTEM AND PROCESS

Under the Texas Local Government Code, the Mayor, acting as the Budget Officer, prepares the municipal budget for the upcoming fiscal year. The budget must:

1. Itemize proposed expenditures and compare them with the previous year's actual expenditures;
2. Specify each project funded and the estimated amounts for each;
3. Detail the Town's outstanding obligations;
4. Report cash on hand for each fund;
5. Include funds received from all sources during the preceding year;
6. Provide projected funds available for the ensuing year; and
7. Estimate the tax rate needed to support the budget.

Budgets for the Bartonville Community Development Corporation and Crime Control and Prevention District are prepared simultaneously. Due to their separate legal status, each board approves its budget before submission to the Town Council for final approval and appropriation.

Following budget adoption, the Town Administrator and department heads monitor expenditures and revenues throughout the year to ensure adherence to the approved budget.

PROPOSED

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 Town property taxes paid, including personal property taxes.

Sales Tax Grant – Phase I/II: 75% of sales and use tax for the first 12 years, then 50% thereafter.

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

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

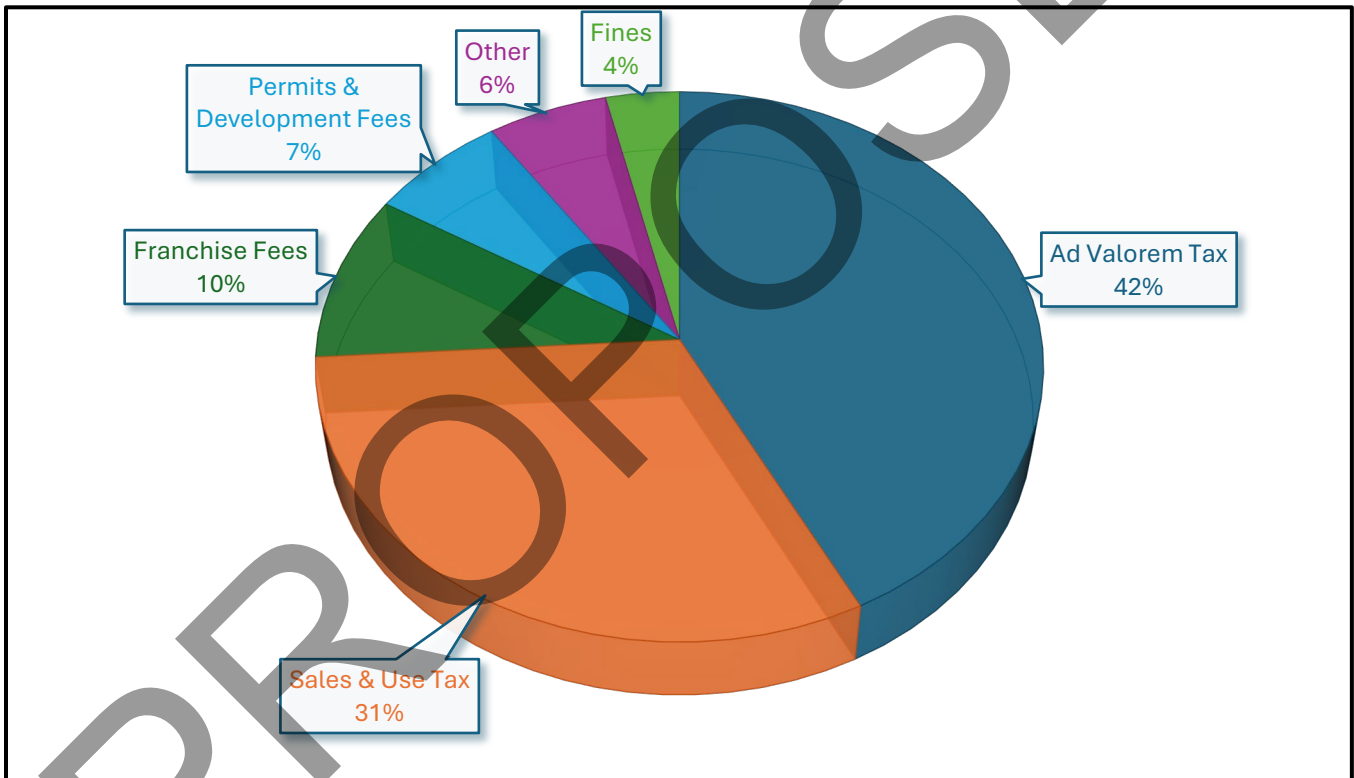
The Town of Bartonville retains the first \$50,000 of annual sales and use taxes generated by the development recorded in the General Fund.

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.

GENERAL FUND ALLOCATIONS

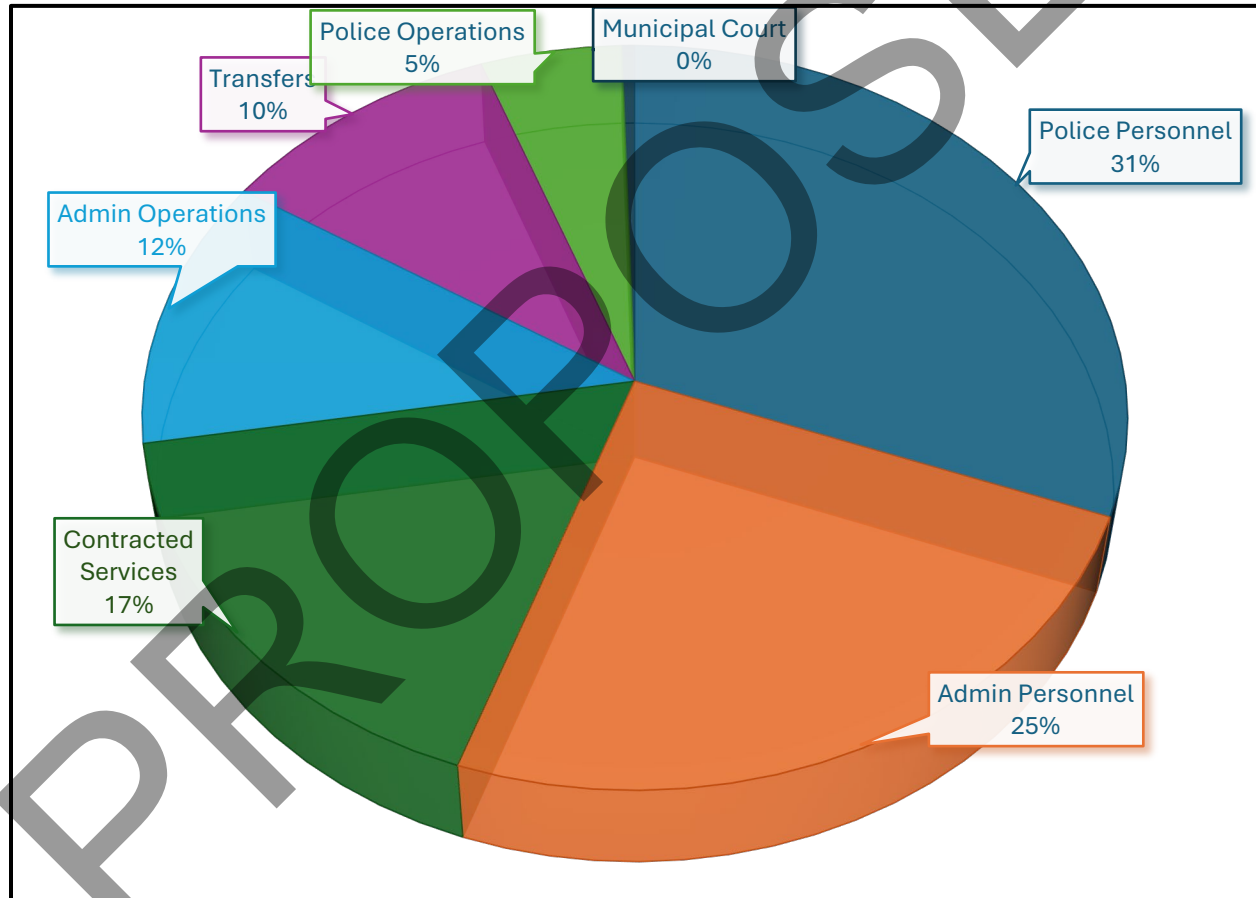
REVENUES

	Amount	% of Budget
Ad Valorem Tax	\$1,200,000	42.49%
Sales & Use Tax	\$890,000	31.51%
Franchise Fees	\$276,000	9.77%
Permits & Development Fees	\$190,450	6.74%
Other	\$166,000	5.88%
Fines	\$102,000	3.61%
TOTAL	\$2,824,450	100.00%



EXPENSES

	Amount	% of Budget
Police Personnel	\$791,650	30.78%
Admin Personnel	\$630,825	24.53%
Contracted Services	\$437,950	17.03%
Admin Operations	\$302,985	11.78%
Transfers	\$265,000	10.30%
Police Operations	\$131,200	5.10%
Municipal Court	\$12,000	0.47%
TOTAL	\$2,571,610	100.00%



Town of Bartonville
Proposed FY2025-2026
FUND 100 General Fund

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 Proposed
REVENUES				
Property Taxes				
Ad Valorem Current	953,755	1,077,442	1,195,000	1,195,000
Ad Valorem Pent & Int	3,579	4,051	2,500	2,500
Ad Valorem Delinquent	28,850	11,181	2,500	2,500
Sales & Beverage Tax				
Sales Tax Revenue	757,982	829,336	800,000	800,000
Mixed Beverage Allocation	96,543	101,980	90,000	90,000
Franchise Fees				
Electric/Gas Franchise Fees	179,455	200,117	200,000	200,000
Telephone Franchise Fees	17,486	12,493	15,000	15,000
Solid Waste Franchise Fees	24,016	28,688	20,000	36,000
Water Franchise Fees	18,348	21,594	25,000	25,000
Permit & Development Fees				
Permits:Business C of O Permits	250	-	1,000	1,000
Permits:Commercial Bldg Permits	25,891	2,176	2,000	2,000
Permits:Contractor Registration Fees	9,375	10,875	5,000	7,000
Permits:Gas Well Inspection Fees	33,145	22,900	27,750	24,000
Permits:Health/Food Permits	7,875	12,565	7,800	7,800
Permits:Red Tag Fees	3,290	3,400	1,000	1,000
Permits:Residential Bldg Permits	126,878	173,572	120,000	130,000
Permits:Septic Permit Fee	10,580	14,140	10,000	7,000
Permits:Sign or Tree Permits	525	1,800	300	300
Permits:Special Event/Race Permit	124	322	100	100
Permits:Truck Permit	100	325	50	250
Permits:Zoning/Subdivision/DRC/Fees	14,591	16,637	4,000	10,000
Municipal Court				
Child Safety Collected	-	2,050	2,000	2,000
Municipal Court Fines	93,903	86,261	85,000	85,000
Municipal Court Fines - CC Payments	15,285	15,841	15,000	15,000
Other/Transfer				
LOESE Training Funds	776	1,975	1,000	1,000
Interest Earned	114,489	143,820	140,000	115,000
Transfer from CCPD	-	-	30,000	30,000
Transfer from BCDC	37,691	-	10,000	20,000
TOTAL REVENUE	2,592,125	3,339,177	2,812,000	2,824,450

EXPENDITURES**ADMINISTRATION**

Wages & Salaries	306,582	344,213	370,129	449,225
Certification Wages	3,393	3,000	7,200	7,200
Overtime Wages	1,289	5,997	6,400	8,000
Vacation Buy Back	1,788	-	-	2,500

**Town of Bartonville
Proposed FY2025-2026
FUND 100 General Fund**

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 Proposed
Longevity Pay	1,716	288	576	750
Mileage Pay	6,745	8,303	9,000	5,000
Retirement - TMRS	50,588	53,406	48,073	49,300
Payroll Taxes	4,353	5,086	5,691	6,850
Workers Compensation	-	7,905	1,609	5,500
Unemployment - TWC Payable	102	468	468	300
Health and Dental	63,182	67,350	112,237	96,200
Advertisements and Notices	3,560	3,569	4,500	5,500
Animal Control	14,967	15,968	15,000	15,000
Appraisal District	7,314	7,216	7,300	9,000
Audit & Accounting Expense	19,156	23,545	25,000	30,000
Bank Service Charges	399	255	500	500
Banners and Signs	73,361	7,476	8,000	8,000
Building Inspections	-	-	55,000	75,000
Code Enforcement	-	-	8,400	8,400
Cell Phone Charges	3,058	3,856	4,000	4,000
Clean Up Day	8,199	10,563	5,000	10,800
<i>2026 Clean Up Day Event</i>				
<i>Monthly Hazardous Waste Pick Up</i>				
Codification	785	477	3,500	3,500
Computer Software & Maintenance	26,801	38,597	40,400	77,785
<i>Adobe Annual Subscription (3 users)</i>				
<i>Archive Social Annual Subscription</i>				
<i>Canva Annual Subscription</i>				
<i>CivicPlus & SSL Management Annual Subscription</i>				
<i>Datamax Monthly Service</i>				
<i>eCode360 Annual Subscription</i>				
<i>FundView Annual Subscription</i>				
<i>QuickBooks Annual Subscription</i>				
<i>SafeBuilt Software, Conversion and Annual Cost</i>				
<i>Software Licenses</i>				
<i>Zoom Annual Subscription</i>				
Contract Labor	8,870	-	17,300	17,300
Copier Lease/Supplies/Maint	2,708	3,148	7,500	3,000
Copier/Printing Expense and Supplies	942	244	2,500	2,500
County Filing Fees	502	316	670	600
Dues & Memberships	1,208	1,882	5,000	5,000
<i>Atmos Cities Steering Committee</i>				
<i>CoServ Cities Steering Committee</i>				
<i>International Institute of Municipal Clerks</i>				
<i>North Central Texas Council of Governments</i>				
<i>North Texas Municipal Clerks Association (2)</i>				
<i>Texas Court Clerks Association (2)</i>				

Town of Bartonville
Proposed FY2025-2026
FUND 100 General Fund

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 Proposed
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><i>Texas Municipal Clerks Association (2)</i></p> <p><i>Texas Municipal Human Resources Association</i></p> <p><i>Texas Municipal League</i></p> </div> </div>				
Election Expense	11,645	118	14,000	14,000
Engineering/Surveying Services	84,840	69,677	90,000	90,000
Gas Well Inspections	22,799	20,319	24,750	24,750
Insurance - Property & Liability	5,335	2,905	8,000	8,000
Legal	91,283	103,816	90,000	90,000
Inclement Weather Maintenance	-	6,790	8,000	8,000
Maintenance/Repair/Cleaning	22,951	19,206	30,000	30,000
Tree Trimming	16,411	13,045	17,000	17,000
Public Assistance	200	65	2,500	8,000
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><i>Child Advocacy Center</i></p> <p><i>MHMR</i></p> <p><i>SPAN Ride Share</i></p> </div> </div>				
Operations and Supplies	6,469	-	3,500	7,500
Planning Services	44,031	40,826	42,000	42,000
Postage	3,102	2,905	3,500	3,500
Publications/Subscriptions	747	709	1,500	1,500
Records Management	3,155	6,500	6,000	6,000
Health Inspections	-	-	9,000	10,000
Sanitarian Services	-	-	7,000	9,000
TCEQ Fees	280	300	300	300
Special Events	2,214	17,772	12,000	15,000
Meetings/Events	941	3,259	5,000	5,000
Travel & Training	5,207	5,100	12,000	8,000
Utilities	14,897	14,622	17,500	17,500
Capital Improvements	150,041	-	50,000	50,000
GF ADMIN TOTAL EXPENSE	1,098,877	951,670	1,228,503	1,371,760
POLICE DEPARTMENT				
Wages & Salaries	440,400	495,681	623,979	516,900
Certification Wages	5,308	4,870	12,600	10,800
Overtime Wages	28,506	74,807	29,951	42,000
Vacation Buy Back	1,731	-	8,000	8,000
Longevity Pay	1,638	702	960	1,200
Retirement - TMRS	75,360	78,210	84,833	59,600
Payroll Taxes	6,737	7,686	9,946	8,250
Health and Dental	83,482	88,835	196,321	131,500
Workers Compensation	11,527	18,171	32,171	13,000
Unemployment - TWC Payable	-	702	819	400
Vehicle Maintenance	11,522	19,969	12,000	12,000
Cell Phone Charges	4,843	7,740	-	7,000

**Town of Bartonville
Proposed FY2025-2026
FUND 100 General Fund**

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 Proposed
Computer Software & Maintenance	23,250	21,703	29,631	26,800
<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	2,000
Contracts	6,722	-	8,000	10,200
<i>Denton County 911 Dispatch Agreement</i>				
<i>Denton County Radio Agreement</i>				
Dues & Memberships	395	170	2,000	2,000
<i>Texas Smart Buy Board</i>				
<i>Texas Police Chief's Association</i>				
Fuel & Lubricants	16,150	19,219	22,000	22,000
Insurance - Auto	5,181	5,181	12,500	7,500
Insurance - Police Liability	5,732	8,360	12,500	10,000
Insurance - Property & Liability	1,739	907	7,917	1,700
Operations and Supplies	4,537	11,083	20,000	20,000
<i>Background Checks</i>				
<i>New Hire Employment Testing</i>				
Meetings/Events	-	-	1,500	1,500
Travel & Training	1,874	4,805	4,500	4,500
Uniforms	1,898	3,347	4,000	4,000
POLICE TOTAL EXPENSE	739,828	880,051	1,138,128	922,850
MUNICIPAL COURT				
Municipal Court Expenses	4,700	10,600	12,000	12,000
TRANSFERS FROM GENERAL FUND				
Transfer to Lantana Town Center Grant	271,695	223,051	210,000	265,000
TOTAL EXPENSES	2,115,100	2,331,968	2,588,631	2,571,610
REVENUE OVER/(UNDER) EXPENSES	477,025	1,007,209	223,369	252,840

Town of Bartonville
Proposed FY2025-2026
FUND 150 Reserve Fund

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Interest Earned (<i>RESERVE Bank Account</i>)	20,705	19,184	15,000	19,000
Transfer From GF (<i>into RESERVE Bank Account</i>)	-	266,596	-	-
TOTAL REVENUE	20,705	285,780	15,000	19,000

PROPOSED

Town of Bartonville
Proposed FY2025-2026
FUND 160 WasteWater

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Waste Water Revenue	52,528	41,768	-	41,000
TOTAL REVENUE	52,528	41,768	-	41,000
EXPENDITURES				
Waste Water: Metering Station Utilities	333	335	-	350
Waste Water: Treatment Expense - UTRWD	44,048	38,897	-	36,000
TOTAL EXPENDITURES	44,381	39,232	-	36,350
REVENUE OVER/(UNDER) EXPENSES	8,147	2,535	-	4,650

PROPOSED

Town of Bartonville
Proposed FY2025-2026
FUND 170 Street Maintenance

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Street Sales Tax	486,849	581,997	550,000	520,000
Interest Earned (Street Sales Tax)	80,997	43,202	38,000	40,000
Surplus	-	-	-	790,000
TOTAL REVENUE	567,846	625,199	588,000	1,350,000
EXPENDITURES				
Engineering/Surveying Services	71,855	41,876	60,000	100,000
Street Maint/Rpr	154,652	135,767	250,000	250,000
Street Projects	467,838	-	1,000,000	1,000,000
TOTAL EXPENDITURES	694,345	177,643	1,310,000	1,350,000
REVENUE OVER/(UNDER) EXPENSES	(126,499)	447,556	(722,000)	-

PROPOSED

Town of Bartonville
Proposed FY2025-2026
FUND 180 LTC Grant Liability

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Transfer From GF	-	-	210,000	-
Transfer In	271,695	223,051	-	265,000
TOTAL REVENUE	271,695	223,051	210,000	265,000
EXPENDITURES				
LTC Sales Tax Grants	167,662	173,253	175,000	170,000
LTC Property Tax Grant	53,192	83,338	75,000	95,000
TOTAL EXPENDITURES	220,854	256,592	250,000	265,000
REVENUE OVER/(UNDER)	50,841	(33,541)	(40,000)	-

PROPOSED

Town of Bartonville
Proposed FY2025-2026
FUND 200 Municipal Court

	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Amended	FY2026 Proposed
REVENUES					
Local Truancy and Prevention Diversion Fee	3,851	3,758	1,700	1,700	2,000
Municipal Jury Fund	77	75	-	-	-
Consolidated Court Security & Technology Fees	-	-	-	-	5,700
<i>Court Security Fees</i>					
<i>Court Technology Fees</i>					
TOTAL REVENUE	3,928	3,833	1,700	1,700	7,700
EXPENDITURES					
Consolidated Court Security & Technology	-	-	-	-	5,300
<i>Adobe Annual Subscription (1 user)</i>					
<i>FundView Annual Subscription</i>					
<i>Baliff Services</i>					
TOTAL EXPENDITURES	-	-	-	-	5,300
REVENUE OVER/(UNDER) EXPENSES					2,400

PROPOSED

Town of Bartonville
Proposed FY2025-2026
FUND 300 Building Maintenance

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 <i>Proposed</i>
REVENUES				
Interest Earned	3,213	608	-	-
TOTAL REVENUE	3,213	608	-	-
EXPENDITURES				
Building Improvements-Town Hall	30,876	27,942	-	3,000
TOTAL EXPENDITURES	30,876	27,942	-	3,000
REVENUE OVER/(UNDER) EXPENSES	(27,663)	(27,334)	-	(3,000)

PROPOSED

Town of Bartonville
Proposed FY2025-2026

Bartonville Community Development Corporation (BCDC)

	FY2023	FY2024	FY2025	FY2026
	Actual	Actual	Amended	Proposed
REVENUES				
Sales Tax Revenue	158,347	116,399	120,000	120,000
Interest Earned	50,044	39,194	25,000	25,000
Transfer In	-	-	2,125	16,125
TOTAL REVENUE	208,390	155,593	147,125	161,125
EXPENDITURES				
Computer Software & Maintenance	4,000	1,000	1,000	3,000
Consulting Fees	2,500	22,000	1,500	1,500
Copier/Printing Expense and Supplies	382	-	500	500
Grant Expenses	82,400	243,500	100,000	100,000
Marketing	740	8,700	12,000	14,000
Legal	2,031	753	1,500	1,500
Old Town Maintenance & Repairs	27,208	15,083	10,000	10,000
Traffic Study	5,400	7,548	10,000	10,000
Postage	-	-	625	625
Salary Transfer to Town	-	10,000	10,000	20,000
TOTAL EXPENDITURES	124,812	343,618	147,125	161,125
REVENUE OVER/(UNDER) EXPENSES	83,578	(188,025)	-	-

Town of Bartonville
Proposed FY2025-2026

Bartonville Crime Control Prevention District (CCPD)

	FY2023 Actual	FY2024 Actual	FY2025 Amended	FY2026 Proposed
REVENUES				
Sales Tax Revenue	115,380	130,958	120,000	130,000
Interest Earned	13,604	17,723	7,000	8,500
Transfer In <i>(from Fund Balance)</i>	-	-	110,100	34,514
TOTAL REVENUE	128,984	148,681	237,100	173,014
EXPENDITURES				
Bonds	152	140	200	200
Blue Santa	1,338	339	1,500	1,500
Equipment (Flock)	46,958	27,373	71,250	50,000
National Night Out	2,719	2,439	3,000	3,000
Salary to Town	-	-	30,000	30,000
Axon Body Cameras	-	-	17,000	15,000
Training Expense	-	-	5,000	5,000
Uniform & Apparel Expense	5,498	10,053	9,000	9,000
Vehicle Replacement	-	155,523	80,000	58,314
Squad Car Accessories	-	14,600	1,000	1,000
TOTAL EXPENDITURES	67,060	227,392	339,700	173,014
REVENUE OVER/(UNDER) EXPENSES	61,924	(78,710)	(102,600)	-

2025 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 0.000000 (Interest & Sinking or Debt Rate)
(proposed I&S rate must match line 49 on worksheet)

Proposed Total Rate 0.173646

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

Kirk Riggs
Printed name


Signature

08/12/2025
Date

2025 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Ordinance No. 787-25

Page 29 of 39
Form 50

Item H5.

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 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 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.

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). ¹	\$ 720,682,563
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. ²	\$ 141,662,424
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 579,020,139
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:.....	\$ 24,681,666
	B. Prior year values resulting from final court decisions:.....	- \$ 17,236,254
	C. Prior year value loss. Subtract B from A. ³	\$ 7,445,412
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. Prior year ARB certified value:.....	\$ 20,255,200
	B. Prior year disputed value:.....	- \$ 4,051,040
	C. Prior year undisputed value. Subtract B from A. ⁴	\$ 16,204,160
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 23,649,572

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 602,669,711
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	<p>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.</p> <p>A. Absolute exemptions. Use prior year market value: \$ 0</p> <p>B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 262,000</p> <p>C. Value loss. Add A and B.⁶</p>	\$ 262,000
11.	<p>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.</p> <p>A. Prior year market value: \$ 1,652,651</p> <p>B. Current year productivity or special appraised value: - \$ 409</p> <p>C. Value loss. Subtract B from A.⁷</p>	\$ 1,652,242
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 1,914,242
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. ⁸ 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.	\$ 600,755,469
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 1,043,187
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. ⁹	\$ 2,364
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 1,045,551
18.	<p>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.¹¹</p> <p>A. Certified values: \$ 852,329,180</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$</p> <p>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</p> <p>D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing 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.¹² - \$ 0</p> <p>E. Total current year value. Add A and B, then subtract C and D.</p>	\$ 852,329,180

⁵ Tex. Tax Code §26.012(15)
⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.03(c)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §26.012(13)
¹¹ Tex. Tax Code §26.012, 26.04(c-2)
¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount
19.	<p>Total value of properties under protest or not included on certified appraisal roll. ¹³</p> <p>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. ¹⁴ \$ 898,216</p> <p>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. ¹⁵ + \$ 0</p> <p>C. Total value under protest or not certified. Add A and B. \$ 898,216</p>	
20.	<p>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. ¹⁶</p>	\$ 169,028,485
21.	<p>Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁷ 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. ¹⁸ If completing this section, the taxing unit must include supporting documentation in Section 9. ¹⁹ Taxing units that are not affected, enter 0.</p>	\$ 0
22.	<p>Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21. ²⁰</p>	\$ 684,198,911
23.	<p>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. ²¹</p>	\$ 0
24.	<p>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. ²²</p>	\$ 37,009,040
25.	<p>Total adjustments to the current year taxable value. Add Lines 23 and 24.</p>	\$ 37,009,040
26.	<p>Adjusted current year taxable value. Subtract Line 25 from Line 22.</p>	\$ 647,189,871
27.	<p>Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²³</p>	\$ 0.161552 /\$100
28.	<p>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. ²⁴</p>	\$ /\$100

SECTION 2: 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 rate. The voter-approval tax rate is split into two separate rates:

- 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 debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

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.

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

Line	Voter-Approval Tax Rate Worksheet	Amount
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> .	\$ 602,669,711
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 1,046,511
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 2024. This line applies only to tax years preceding the prior tax year..... + \$ 2,364 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..... \$ 2,364 E. Add Line 31 to 32D.	\$ 1,048,875
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 647,189,871
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.162066 /\$100
35.	Rate adjustment for state criminal justice mandate. ²⁶ 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. ²⁷ 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, 2023 and ending on June 30, 2024, 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

²⁵ [Reserved for expansion]
²⁶ Tex. Tax Code §26.044
²⁷ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount
37.	<p>Rate adjustment for county indigent defense compensation. ²⁸</p> <p>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</p> <p>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, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose. \$ 0</p> <p>C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
38.	<p>Rate adjustment for county hospital expenditures. ²⁹</p> <p>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</p> <p>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, 2023 and ending on June 30, 2024. \$ 0</p> <p>C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
39.	<p>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.</p> <p>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</p> <p>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</p> <p>C. Subtract B from A and divide by Line 33 and multiply by \$100 \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
40.	<p>Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.</p>	\$ 0.162066 /\$100
41.	<p>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.</p> <p>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</p> <p>B. Divide Line 41A by Line 33 and multiply by \$100 \$ 0.000000 /\$100</p> <p>C. Add Line 41B to Line 40.</p>	\$ 0.162066 /\$100
42.	<p>Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.</p>	\$ 0.167738 /\$100

²⁸ Tex. Tax Code §26.0442
²⁹ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount
D42.	<p>Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. 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 in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of:</p> <p>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</p> <p>2) the third tax year after the tax year in which the disaster occurred.</p> <p>If the taxing unit qualifies under this scenario, multiply Line 41C by 1.08.³⁰ If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).</p>	\$ 0.000000 /\$100
43.	<p>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:</p> <p>(1) are paid by property taxes;</p> <p>(2) are secured by property taxes;</p> <p>(3) are scheduled for payment over a period longer than one year; and</p> <p>(4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>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.³¹</p> <p>Enter debt amount \$ 0</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 0</p> <p>E. Adjusted debt. Subtract B, C and D from A. \$ 0</p>	\$ 0
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³²	\$ 0
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 0
46.	<p>Current year anticipated collection rate.</p> <p>A. Enter the current year anticipated collection rate certified by the collector.³³ 100.00 %</p> <p>B. Enter the prior year actual collection rate..... 99.57 %</p> <p>C. Enter the 2023 actual collection rate..... 98.36 %</p> <p>D. Enter the 2022 actual collection rate..... 101.84 %</p> <p>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%.³⁴</p>	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> .	\$ 684,198,911
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.	\$ 0.167738 /\$100
D50.	<p>Disaster Line 50 (D50): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D42. Add Line D42 and 49.</p>	\$ 0.000000 /\$100

³⁰ Tex. Tax Code §26.042(a)
³¹ Tex. Tax Code §26.012(7)
³² Tex. Tax Code §26.012(10) and 26.04(b)
³³ Tex. Tax Code §26.04(b)
³⁴ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount
51.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate 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. ³⁵ 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. ³⁶ 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. ³⁷ - 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> .	\$ 684,198,911
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. ³⁸ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.161552 /\$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.	\$ 0.161552 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁹ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.167738 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0.167738 /\$100

SECTION 4: Voter Approval Tax Rate 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	Voter-Approval Rate 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. ⁴⁰ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴¹	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 684,198,911
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0.000000 /\$100

³⁵ Tex. Tax Code §26.041(d)
³⁶ Tex. Tax Code §26.041(i)
³⁷ Tex. Tax Code §26.041(d)
³⁸ Tex. Tax Code §26.04(c)
³⁹ Tex. Tax Code §26.04(c)
⁴⁰ Tex. Tax Code §26.045(d)
⁴¹ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount
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).	\$ 0.167738 /\$100

SECTION 5: Voter Approval Tax Rate Adjustment for 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.⁴² 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.⁴³

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;⁴⁴
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴⁵ 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.⁴⁶

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁷

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 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) B. Unused increment rate (Line 67) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2024 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.181560 /\$100 \$ 0.013051 /\$100 \$ 0.168509 /\$100 \$ 0.173646 /\$100 \$ -0.005137 /\$100 \$ 616,546,396 \$ 0
65.	Year 2 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) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.187639 /\$100 \$ 0.031526 /\$100 \$ 0.156113 /\$100 \$ 0.173646 /\$100 \$ -0.017533 /\$100 \$ 549,182,086 \$ 0
66.	Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0.205172 /\$100 \$ 0.042033 /\$100 \$ 0.163139 /\$100 \$ 0.173646 /\$100 \$ -0.010507 /\$100 \$ 461,333,077 \$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 0 /\$100
68.	2025 Unused Increment Rate. Divide Line 67 by Line 22 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.000000 /\$100
69.	Total 2025 voter-approval tax rate, including the unused increment rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.167738 /\$100

⁴² Tex. Tax Code §26.013(b)
⁴³ Tex. Tax Code §§26.013(a)(1-a), (1-b), and (2)
⁴⁴ Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
⁴⁵ Tex. Tax Code §§26.0501(a) and (c)
⁴⁶ Tex. Local Gov’t Code §120.007(d)
⁴⁷ 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.⁴⁸ 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.⁴⁹

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>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.162066 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 684,198,911
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.073078 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.000000 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.235144 /\$100

SECTION 7: Voter Approval Tax Rate 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.⁵⁰

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁵¹

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. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

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.	2024 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.173646 /\$100
76.	Adjusted 2024 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵² If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 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 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, 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 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵³ Enter the final adjusted 2024 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
77.	Increase in 2024 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0.000000 /\$100
78.	Adjusted 2024 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 600,755,469
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted 2024 taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 647,189,871
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵³	\$ 0.000000 /\$100

⁴⁸ Tex. Tax Code §26.012(8-a)

⁴⁹ Tex. Tax Code §26.063(a)(1)

⁵⁰ Tex. Tax Code §26.042(b)

⁵¹ Tex. Tax Code §26.042(f)

⁵² Tex. Tax Code §26.042(c)

⁵³ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
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).	\$ 0.167738 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.161552 /\$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. \$ 0.167738 /\$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. \$ 0.235144 /\$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.⁵⁴

print here ▶ Kirk Riggs
 Printed Name of Taxing Unit Representative

sign here ▶ 
 Taxing Unit Representative

08/12/2025
 Date

⁵⁴ Tex. Tax Code §§26.04(c-2) and (d-2)

Notice About 2025 Tax Rates

Property tax rates in TOWN OF BARTONVILLE.
 This notice concerns the 2025 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	\$0.161552/\$100
This year's voter-approval tax rate	\$0.167738/\$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
	0

Current Year Debt Service

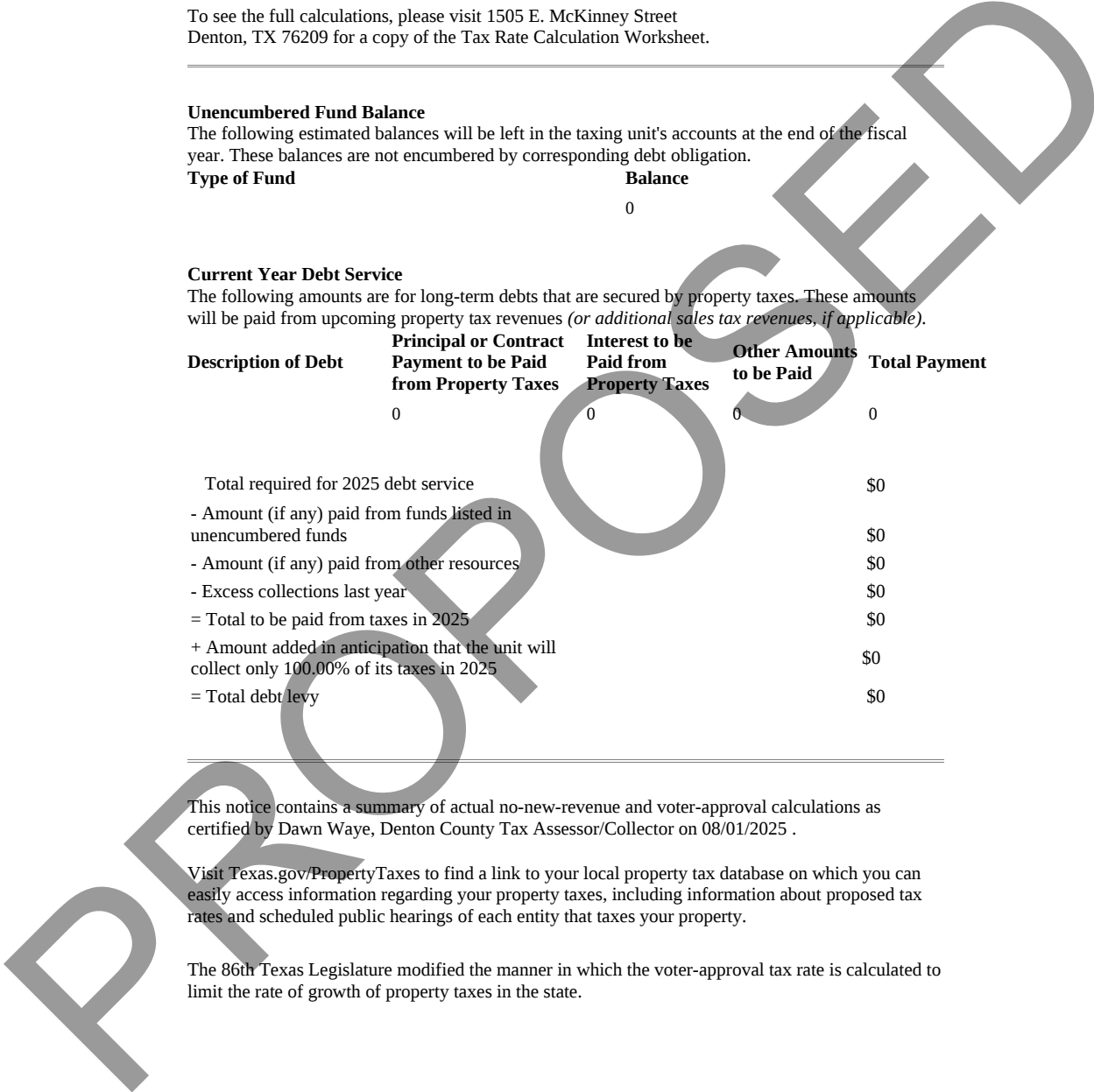
The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues (or additional sales tax revenues, if applicable).

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 2025 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 2025				\$0
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2025				\$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 08/01/2025 .

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 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

AGENDA ITEM: Discuss and consider approval of an Ordinance approving the 2025 Certified Property Tax Values, levying taxes, and fixing and adopting the tax rate on all taxable property within the corporate limits of the City 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 2025 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	\$0.161552
Voter-approval Rate	\$0.167738
Proposed Rate	\$0.173646
De minimis Rate	\$0.235144

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 2025 appraisal roll including estimated values is \$853,314,784.00.

RECOMMENDED MOTION OR ACTION:

Motion to approve an Ordinance approving the 2025 Certified Property Tax Values, levying taxes, and fixing and adopting the tax rate on all taxable property within the corporate limits of the City at the rate of \$0.173646 per one hundred (\$100.00) dollars of assessed valuation on taxable property as presented.

ATTACHMENTS:

- ORD 788-25 Approving 2025 Tax Values, Levying Taxes & Adopting Tax Rate
- Notice of Meeting
- Notice of Meeting Affidavit

**TOWN OF BARTONVILLE, TEXAS
ORDINANCE NO. 788-25**

AN ORDINANCE OF THE TOWN OF BARTONVILLE, TEXAS APPROVING THE 2025 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 2025; 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 2025 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 2025 by September 29, 2025; and

WHEREAS, pursuant to Chapter 26 of the Texas Tax Code, the Tax Assessor-Collector for the Town has calculated the tax rate for 2025 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 2025 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 2025 Certified Property Tax Values. The Town Council hereby approves the 2025 Certified Property Tax Rolls for the Town of Bartonville, Texas in the amount of \$853,314,784.00, 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. There is hereby levied and ordered to be assessed and collected 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 2025, 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, 2025 and ending September 30, 2026. 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 2025-2026, **\$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 7.49% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000.00 HOME BY APPROXIMATELY \$12.09.

Section 4. Due Date of Taxes. That taxes levied under this ordinance shall be due October 1, 2025, and if not paid on or before January 31, 2026, 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 16TH DAY OF SEPTEMBER, 2025 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
Matt Chapman, Mayor Pro Tem				
Jim Roberts, Place 1				
Clay Sams, Place 3				
Keith Crandall, Place 4				
Margi Arens, Place 5				

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

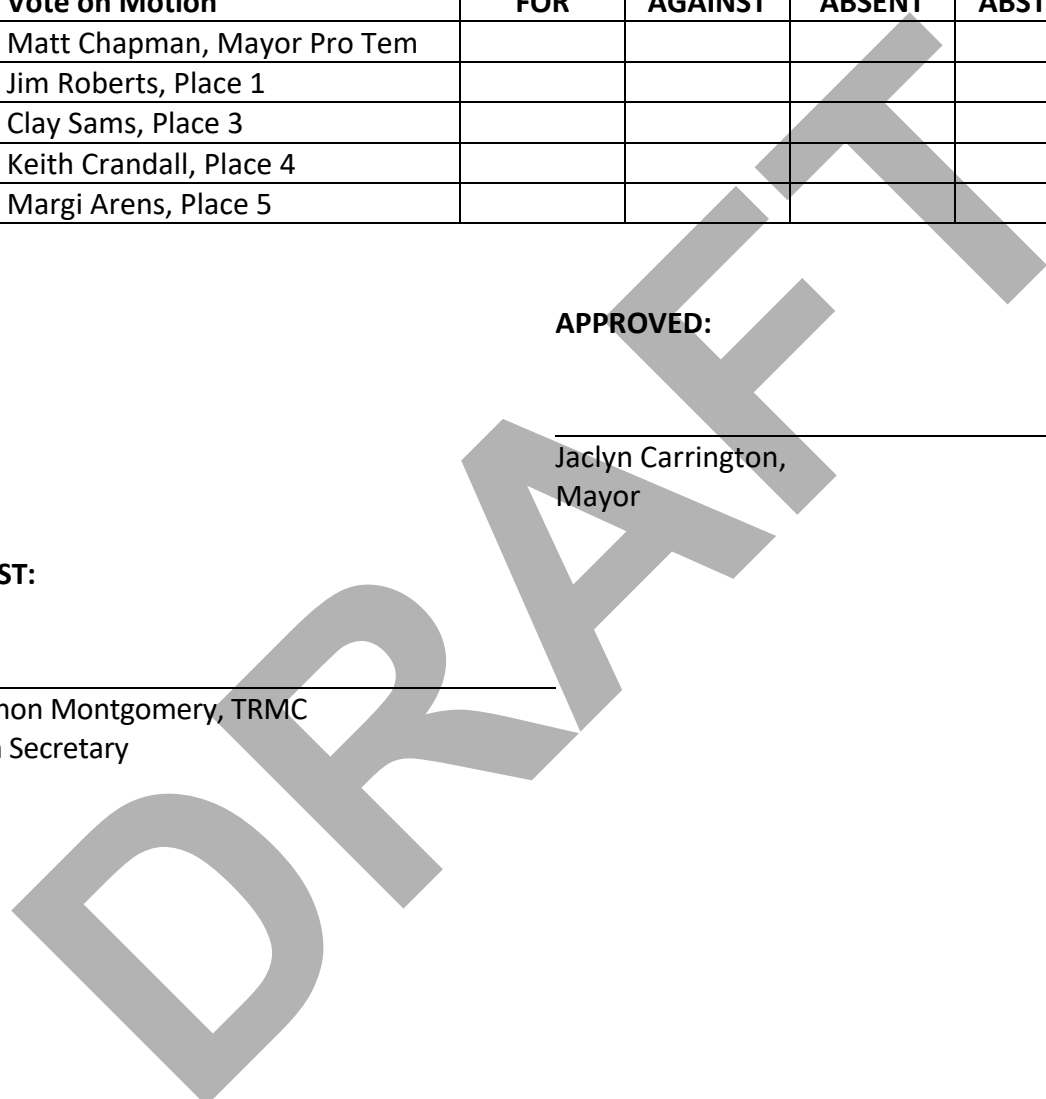


Exhibit "A"
2025 Certified Property Tax Values for the Town of Bartonville, Texas

DRAFT

	NOT UNDER REVIEW	UNDER REVIEW	TOTAL
REAL PROPERTY & MFT HOMES	(Count) (931)	(Count) (1)	(Count) (932)
Land HS Value	185,094,674	267,459	185,362,133
Land NHS Value	100,839,948	0	100,839,948
Land Ag Market Value	232,602,455	0	232,602,455
Land Timber Market Value	0	0	0
Total Land Value	518,537,077	267,459	518,804,536
Improvement HS Value	625,052,642	985,240	626,037,882
Improvement NHS Value	96,781,821	0	96,781,821
Total Improvement	721,834,463	985,240	722,819,703
Market Value	1,240,371,540	1,252,699	1,241,624,239
BUSINESS PERSONAL PROPERTY	(257)	(0)	(257)
Market Value	32,603,704	0	32,603,704
OIL & GAS / MINERALS	(121)	(0)	(121)
Market Value	564,480	0	564,480
OTHER (Intangibles)	(0)	(0)	(0)
Market Value	0	0	0
	(Total Count) (1,309)	(Total Count) (1)	(Total Count) (1,310)
TOTAL MARKET	1,273,539,724	1,252,699	1,274,792,423
Ag Productivity	61,068	0	61,068
Ag Loss (-)	232,541,387	0	232,541,387
Timber Productivity	0	0	0
Timber Loss (-)	0	0	0
APPRAISED VALUE	1,040,998,337	1,252,699	1,042,251,036
	99.9%	0.1%	100.0%
HS CAP Limitation Value (-)	132,824,710	267,095	133,091,805
CB CAP Limitation Value (-)	16,402,897	0	16,402,897
NET APPRAISED VALUE	891,770,730	985,604	892,756,334
Total Exemption Amount	39,441,550	0	39,441,550
NET TAXABLE	852,329,180	985,604	853,314,784
TAX LIMIT/FREEZE ADJUSTMENT	169,028,485	0	169,028,485
LIMIT ADJ TAXABLE (I&S)	683,300,695	985,604	684,286,299
CHAPTER 312 ADJUSTMENT	0	0	0
CHAPTER 313 ADJUSTMENT	0	0	0
LIMIT ADJ TAXABLE (M&O)	683,300,695	985,604	684,286,299

APPROX TOTAL LEVY = LIMIT ADJ TAXABLE * (TAX RATE / 100) + ACTUAL TAX
 \$1,384,491.34 = 684,286,299 * (0.173646 / 100) + \$196,255.55

BARTONVILLE TOWN OF
Tax Limit Adjustment Breakdown
(Freeze)

NOT UNDER REVIEW

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	1,236,400	1,136,400	1,666.63	1,666.63	2
OV65	174,249,745	160,287,421	187,933.36	191,112.8	208
OV65S	8,304,664	7,604,664	6,655.56	6,655.56	14
Total	183,790,809	169,028,485	196,255.55	199,434.99	224

Tax Rate: 0.173646

UNDER REVIEW

TOTAL

Limitation	Net Appr	Taxable	Act Tax	Ceiling	Count
DP	1,236,400	1,136,400	1,666.63	1,666.63	2
OV65	174,249,745	160,287,421	187,933.36	191,112.8	208
OV65S	8,304,664	7,604,664	6,655.56	6,655.56	14
Total	183,790,809	169,028,485	196,255.55	199,434.99	224

Tax Rate: 0.173646

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BARTONVILLE TOWN OF
Exemptions

EXEMPTIONS Exemption	NOT UNDER REVIEW		UNDER REVIEW		TOTAL	
	Total	Count	Total	Count	Total	Count
Homestead Exemptions						
OV65-Local	10,339,250	217	0	0	10,339,250	217
OV65-State	0	0	0	0	0	0
OV65-Prorated	0	0	0	0	0	0
OV65S-Local	700,000	14	0	0	700,000	14
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	6,032,419	8	0	0	6,032,419	8
DVHS-Prorated	0	0	0	0	0	0
Subtotal for Homestead Exemptions	17,171,669	241	0	0	17,171,669	241
Disabled Veterans Exemptions						
DV1	17,000	2	0	0	17,000	2
DV2	55,500	5	0	0	55,500	5
DV3	22,000	2	0	0	22,000	2
DV4	101,052	12	0	0	101,052	12
DV4S	12,000	1	0	0	12,000	1
Subtotal for Disabled Veterans Exemptions	207,552	22	0	0	207,552	22
Absolute Exemptions						
Exempt UD	6,032,710	3	0	0	6,032,710	3
EX-XR	405,878	3	0	0	405,878	3
EX-XR-PRORATED	0	0	0	0	0	0
EX-XU-PRORATED	245,747	2	0	0	245,747	2
EX-XV	15,191,204	39	0	0	15,191,204	39
EX-XV-PRORATED	123,119	2	0	0	123,119	2
EX366	63,671	102	0	0	63,671	102
Subtotal for Absolute Exemptions	22,062,329	151	0	0	22,062,329	151
Total:	39,441,550	414	0	0	39,441,550	414

New Value

Total New Market Value: \$37,041,118
Total New Taxable Value: \$37,009,040

JETI

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

Chapter 313

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

Exemption Loss

New Absolute Exemptions

Exemption	Description	Count	Last Year Market Value
Absolute Exemption Value Loss:		0	0

New Partial Exemptions

Exemption	Description	Count	Partial Exemption Amt
DV4	Disabled Veterans 70% - 100%	1	12,000
OV65	Over 65	6	250,000
Partial Exemption Value Loss:		7	262,000
Total NEW Exemption Value			262,000

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amt
Increased Exemption Value Loss:		0	0
Total Exemption Value Loss:			262,000

New Special Use (Ag/Timber)

Count	2024 Market Value	2025 Special Use	Loss
3	1,652,651	409	-1,652,242

Average Homestead Value

Category	Count of HS	Average Market	Average Exemption	Average Taxable
A Only	358	1,357,941	6,411	1,081,282
A & E	493	1,340,568	12,104	1,059,866

Property Under Review - Lower Value Used

Count	Market Value	Lower Market Value	Estimated Lower Taxable Value
1	1,252,699	1,141,629	898,216

BARTONVILLE TOWN OF
State Category Breakdown

Not Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	504		31,650,685	602,070,429	490,306,171
C1	Vacant Lots and Tracts	86		0	35,576,853	34,760,762
D1	Qualified Open-Space Land	256	2,284.25	0	232,602,455	59,745
D2	Farm or Ranch Improvements on Qualified	130		31,978	10,457,312	9,411,402
E	Rural Land,Not Qualified for Open-Space Land	233		1,802,185	244,731,167	198,224,411
F1	Commercial Real Property	36		3,412,770	90,717,147	89,326,319
F2	Industrial Real Property	4		0	180,970	180,970
G1	Oil and Gas	86		0	554,920	480,998
J2	Gas Distribution Systems	2		0	83,980	83,980
J3	Electric Companies (including Co-ops)	5		0	2,204,972	2,029,709
J4	Telephone Companies (including Co-ops)	6		0	653,020	653,020
J6	Pipelines	4		0	329,670	329,670
J7	Cable Companies	1		0	731,430	731,430
L1	Commercial Personal Property	160		143,500	22,420,276	22,420,276
L2	Industrial and Manufacturing Personal Property	1		0	12,860	12,860
M1	Mobile Homes	1		0	149,590	120,554
O	Residential Inventory	19		0	8,222,977	3,052,416
S	Special Inventory	1		0	144,487	144,487
XB	Income Producing Tangible Personal	68		0	55,857	0
XC	Mineral Interest Valued Under \$500(\$11.146)	35		0	9,560	0
XR	Nonprofit Water or Wastewater Corporation	3		0	405,878	0
XV	Other Totally Exempt Properties (including	44		0	21,223,914	0
Totals:			2,284.25	37,041,118	1,273,539,724	852,329,180

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BARTONVILLE TOWN OF
State Category Breakdown

Under Review

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	1		0	1,252,699	985,604
		Totals:	0	0	1,252,699	985,604

DRAFT

BARTONVILLE TOWN OF
State Category Breakdown

Grand Totals

Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	Single-family Residential	505		31,650,685	603,323,128	491,291,775
C1	Vacant Lots and Tracts	86		0	35,576,853	34,760,762
D1	Qualified Open-Space Land	256	2,284.25	0	232,602,455	59,745
D2	Farm or Ranch Improvements on Qualified	130		31,978	10,457,312	9,411,402
E	Rural Land,Not Qualified for Open-Space Land	233		1,802,185	244,731,167	198,224,411
F1	Commercial Real Property	36		3,412,770	90,717,147	89,326,319
F2	Industrial Real Property	4		0	180,970	180,970
G1	Oil and Gas	86		0	554,920	480,998
J2	Gas Distribution Systems	2		0	83,980	83,980
J3	Electric Companies (including Co-ops)	5		0	2,204,972	2,029,709
J4	Telephone Companies (including Co-ops)	6		0	653,020	653,020
J6	Pipelines	4		0	329,670	329,670
J7	Cable Companies	1		0	731,430	731,430
L1	Commercial Personal Property	160		143,500	22,420,276	22,420,276
L2	Industrial and Manufacturing Personal Property	1		0	12,860	12,860
M1	Mobile Homes	1		0	149,590	120,554
O	Residential Inventory	19		0	8,222,977	3,052,416
S	Special Inventory	1		0	144,487	144,487
XB	Income Producing Tangible Personal	68		0	55,857	0
XC	Mineral Interest Valued Under \$500(\$11.146)	35		0	9,560	0
XR	Nonprofit Water or Wastewater Corporation	3		0	405,878	0
XV	Other Totally Exempt Properties (including	44		0	21,223,914	0
Totals:			2,284.25	37,041,118	1,274,792,423	853,314,784

DRAFT

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	\$0.161552 per \$100
VOTER-APPROVAL TAX RATE	\$0.167738 per \$100
DE MINIMIS RATE	\$0.235144 per \$100

The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for TOWN OF BARTONVILLE from the same properties in both the 2024 tax year and the 2025 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 2025 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 16, 2025 AT 6:30PM AT 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 Roberts

Council Member Chapman

Council Member Sams

Council Member Crandall

Council Member Arens

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.

	2024	2025	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	\$947,928	\$1,059,866	increase of 11.81%
Tax on average homestead	\$1,646.04	\$1,840.41	increase of 194.37, or 11.81%
Total tax levy on all properties	\$1,048,875	\$1,188,084	increase of 139,209, or 13.27%

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.

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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:

09/06/2025



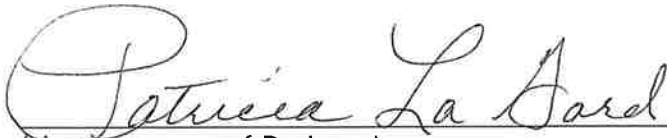
(signature of Authorized Designee)

Subscribed and sworn to before me
this 6th day of September, 2025 by

Chris Brunfield

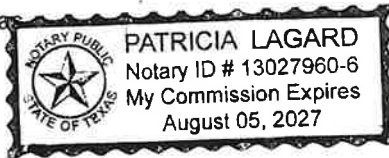
(printed name of Designee)

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: 59468

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 2025 on Thursday, September 18, 2025, 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: MIKE PERRY, SCOTT BOLLIG, BRANDON D. STORY, FELICIA PACEWICZ, AND KEITH ANTIGIOVANNI
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)	\$0.880/\$100 (adopted)	\$0.880/\$100 (proposed)
Difference in tax rates per \$100 of value		\$0.00/\$100
Percentage proposed increase/decrease in rate (+/-)		-0-%
Average appraised value of residence homestead	\$474,146	\$463,819
Total homestead exemption available (excluding exemptions available only for disabled persons or persons 65 or older)	\$37,706	\$17,547
Average taxable value of residence homestead	\$436,440	\$435,697
Taxes on average residence homestead	\$3,840.67	\$3,834.13
Annual increase/decrease in taxes on average residence homestead if proposed tax rate is adopted (+/-)		-\$6.54
Percentage of increase/decrease (+/-)		-0.17%

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 TAX RATE

Denton County Fresh Water Supply District No. 11-A will hold a public hearing on a proposed tax rate for the tax year 2025 on September 15, 2025 at 6:30 p.m. at 701 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.

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FOR the proposal: REBECCA HIX, MITCHELL PAGE, JR., NIKKI GANTZERT, DEAN HONG AND IVONNE UGLJEVAREVIC
AGAINST the proposal: NONE
PRESENT and not voting: NONE
ABSENT not voting: 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)	\$0.71692/\$100 (adopted)	\$0.575435/\$100 (proposed)
Difference in tax rates per \$100 of value (+/-)		-\$0.141485/\$100
Percentage proposed increase/decrease in rate (+/-)		- 19.74%
Average appraised value of residence homestead	\$413,060	\$413,611
Total homestead exemption available (excluding exemptions available only for disabled persons or persons 65 or older)	\$17,432	\$19,706
Average taxable value of residence homestead	\$395,628	\$392,427
Taxes on average residence homestead	\$2,836.33	\$2,258.16
Annual increase/decrease in taxes on average residence homestead if proposed tax rate is adopted (+/-)		- \$578.17
Percentage of increase/decrease (+/-)		- 20.38%

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 49.23602, Water Code.

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NOTICE OF PUBLIC HEARING ON TAX INCREASE

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

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

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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 2025 on September 18, 2025, at 12:00 p.m. in-person at 4515 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, TERESA PETERSON AND CHRISTINA TRIPLETT
AGAINST the proposal: None
PRESENT not voting: None
ABSENT ALAN MICHLIN, JOAN HIGLEY

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)	\$0.1954/\$100 (adopted)	\$0.1937/\$100 (proposed)
Difference in tax rates per \$100 of value		\$0.001/\$100
Percentage proposed increase/decrease in rate (+/-)		-0.87%
Average appraised value of residence homestead	\$453,315.00	\$447,788.00
Total homestead exemption available (excluding exemptions available only for disabled persons or persons 65 or older)	\$36,216.00	\$7,953.00
Average taxable value of residence homestead	\$417,099.00	\$435,435.00
Taxes on average residence homestead	\$815.01	\$843.53
Annual increase/decrease in taxes on average residence homestead if proposed tax rate is adopted (+/-)		+ 28.52
Percentage of increase/decrease (+/-)		+ 3.499 %

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.



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Patricia Adams, Town Attorney

AGENDA ITEM: Discuss and consider a Resolution acknowledging and ratifying that the adoption of the Fiscal Year 2025-2026 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 2025-2026 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 as presented.

ATTACHMENTS:

- RES 2025-11 Tax Rate Ratification

**TOWN OF BARTONVILLE
RESOLUTION NO. 2025-11**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2025-2026 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 2025-2026 annual budget and acknowledges that the budget will raise more revenue from property taxes than the previous fiscal year’s budget by \$110,642 and of that amount \$64,265 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 16th day of September 2025 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
Matt Chapman, Mayor Pro Tem				
Jim Roberts, Place 1				
Clay Sams, Place 3				
Keith Crandall, Place 4				
Margi Arens, Place 5				

APPROVED:

Jaclyn Carrington, Mayor

ATTEST:

Shannon Montgomery, TRMC, Town Secretary



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Kirk Riggs, Town Administrator/Chief of Police

AGENDA ITEM: Discuss and consider an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 8, “Offenses and Nuisances,” Article 5, “Noise”, Section 08.05.004, “Environmental Sound Levels”, Subsection (c), “Sound Level Limits” and Section 08.05.006, “Noises Prohibited”, Subsection (4), “Construction Work” by defining Construction Work Allowed and Prohibited hours of operation; providing a penalty for violation; and providing an effective date.

SUMMARY:

The Town’s current noise ordinance, §8.05.006 *Noise Prohibited*, establishes general prohibitions on noise disturbances for construction-related activities and allowable work hours. Staff has received ongoing concerns from residents regarding construction noise occurring early in the morning, late in the evening, and on weekends.

To address these concerns, staff has drafted revisions to §8.05.006 that include updated language specifically regulating construction hours while maintaining existing provisions for other noise disturbances such as animals, power equipment, amplified sound, refuse collection, and emergency signaling devices.

Key Change – Construction Hours:

- **Allowed Hours:**
 - Monday through Friday: 7:00 a.m. to 7:00 p.m.
 - Saturday: 9:00 a.m. to 3:00 p.m.
- **Prohibited:**
 - All day on Sundays.
- **Sound Levels:** Construction activity may not exceed industrial land use sound level limits as set forth in §8.05.004, measured at the property boundary of the receiving land use, unless a variance is obtained.

FISCAL INFORMATION: N/A.

RECOMMENDED MOTION OR ACTION:

Move to approve an Ordinance amending the Town of Bartonville Code of Ordinances, Chapter 8, “Offenses and Nuisances,” Article 5, “Noise”, Section 08.05.004, “Environmental Sound Levels”, Subsection (c), “Sound Level Limits” and Section 08.05.006, “Noises Prohibited”, Subsection (4), “Construction Work” by defining Construction Work Allowed and Prohibited hours of operation as presented.

ATTACHMENTS:

- Sections 08.05.004 and 08.05.006 Red Line Changes
- ORD 789-25 Amending Ch 8 re Construction and Power Hours

§ 8.05.004. Environmental sound levels.

- (a) It shall be a violation of this article for any person to operate or permit to be operated any stationary source of sound which creates a unit percentile sound level (L1) greater than the sound pressure level (L90) as set forth in this article, or creates a tenth percentile sound level (L10) or a ninetieth percentile sound level (L90) which exceeds the limits set forth in this article for the land use receiving the sound when measured at the property boundary of the receiving land.
- (b) For the purpose of enforcement, a sound measurement period shall not be less than ten minutes nor more than 30 minutes.
- (c) Sound level limits (Other than Construction and Power Equipment): Please refer to Sections 8.05.006 (4) and (5) for allowed/prohibited hours.
 - (1) Limiting sound levels, 7:00 a.m. to 10:00 p.m.

Category	L90	L10
Residential	55 dBA	65 dBA
Commercial	62 dBA	72 dBA
Industrial	75 dBA	85 dBA

- (2) Limiting sound levels, 10:00 p.m. to 7:00 a.m.

Residential	50 dBA	60 dBA
Commercial	57 dBA	67 dBA
Industrial	75 dBA	85 dBA

- (d) When a noise source can be identified and its noise measured in more than one land use category, the limits of the most restrictive use shall apply at the boundary and within the most restrictive land use category.

§ 8.05.006. Noises prohibited.

The following sounds are hereby determined to be specific noises which can constitute a noise disturbance, and violations of this article are hereby defined. A noise does not have to exceed the specifications for environmental sound levels contained in section 8.05.004 in order to constitute a violation of this section.

- (1) Animals. Owning, keeping, possessing or harboring any animal or animals which, by frequent or habitual noise-making, either violates the sound levels of this article or unreasonably disturbs or interferes with the peace, comfort and repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained. The provisions of this section shall apply to all public and private facilities, including any animal shelter or commercial kennel, which hold or treat animals.

- (2) Radios, television sets, musical instruments and similar devices. Operating or permitting to be operated any radio receiving set, musical instrument, television, phonograph, drum or other machine or device for the production or reproduction of sound in such a manner as to violate the sound levels of this article or to unreasonably disturb or interfere with the peace, comfort and repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained.
- (3) Exterior loudspeakers. Operating or permitting to be operated any loudspeaker or sound-amplifying equipment in a fixed position on public or private property, or in a movable position mounted upon any vehicle in or upon any street, alley, sidewalk, park, place, or public or private property, for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to violate the sound levels as listed in this article or to unreasonably disturb or interfere with the peace, comfort and repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained.
- (4) Construction work. Operating or permitting to be operated any equipment used in commercial construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto; ~~between the hours of 10:00 p.m. and 7:00 a.m. the following day, or in such a manner as to violate the sound levels as listed in this article or to unreasonably disturb or interfere with the peace, comfort and repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained.~~
- Allowed Hours: Monday through Friday from 7:00 a.m. to 7:00 p.m., and on Saturdays from 9:00 a.m. to 3:00 p.m.
 - Prohibited: All day on Sundays.
 - In no event may such construction work exceed the sound level limits for an industrial land use as set forth in this article, measured on the property boundary of the receiving land use, unless a permit of variance is first obtained.
 - Sound Levels: Construction activity may not exceed industrial land use sound level limits as set forth in §8.05.004, measured at the property boundary of the receiving land use, unless a variance is obtained.
- (4)(5) Power equipment. Operating or permitting to be operated any power equipment in residential zones outdoors between the hours of ~~10~~7:00 p.m. and 7:00 a.m. the following day, or in such a manner as to violate the sound levels as listed in this article or to unreasonably disturb or interfere with the peace, comfort and repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained. Power equipment rated five horsepower or less shall not exceed a sound level of 74 dBA at a distance of 50 feet. Power equipment rated more than five horsepower shall not exceed a sound level of 82 dBA at a distance of 50 feet.
- (5)(6) Enclosed places of public entertainment. Operating or permitting to be operated in any enclosed place of public entertainment any loudspeaker or other source of sound which produces, at a point that is normally occupied by the customer, maximum sound pressure levels of 100 dBA as read on a sound level meter, unless a conspicuous and legible sign is posted near each public entrance stating: "Warning Sound Levels Within May Cause Permanent Hearing Impairment." This provision shall not be construed to allow the operation of any loudspeaker or other source of sound in such a manner as to violate the

sound levels as listed in this article or to unreasonably disturb or interfere with the peace, comfort and repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained.

~~(6)~~(7) Powered model mechanical devices. The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket

vehicles or other similar noise-producing devices, in a residential area between the hours of 10:00 p.m. and 7:00 a.m. the following day, or in such a manner as to violate the sound levels as listed in this article or to unreasonably disturb or interfere with the peace, comfort and repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained.

~~(7)~~(8) Refuse collection. The collection of garbage, waste or refuse between the hours of 10:00 p.m. and 7:00 a.m. the following day in any area zoned residential or within 300 feet of an area zoned residential, or in such a manner as to violate the sound level as listed in this article or to unreasonably disturb or interfere with the peace, comfort and repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained.

~~(8)~~(9) Emergency signaling devices. The intentional sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle or similar stationary emergency signaling device for more than five minutes during any consecutive 60-minute period or so as to violate the sound levels as listed in this article except for those exemptions outlined in this article.

~~(9)~~(10) Loading and unloading merchandise. The loading and unloading of merchandise or cargo between the hours of 10:00 p.m. and 7:00 a.m. of any motor vehicle where such loading or unloading area is within a distance of 200 feet from the property line of any residential dwelling.

**TOWN OF BARTONVILLE
ORDINANCE NO. 789-25**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, AMENDING THE TOWN OF BARTONVILLE CODE OF ORDINANCES, CHAPTER 8, "OFFENSES AND NUISANCES," ARTICLE 5, "NOISE," SECTION 8.05.004, "ENVIRONMENTAL SOUND LEVELS," SUBSECTION 08.05.004 (C), "SOUND LEVEL LIMITS," AND SECTION 8.05.006, "NOISE PROHIBITED, SUBSECTION (4), "CONSTRUCTION WORK" AND SUBSECTION (5), "POWER EQUIPMENT" BY DEFINING ALLOWED AND PROHIBITED HOURS OF OPERATION; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION UPON CONVICTION OF A FINE IN AN AMOUNT NOT TO EXCEED \$500.00 FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL OCCUR FOR EACH VIOLATION AND FOR EACH DAY UPON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council has determined that it is in the best interest of the health, safety, and welfare of its citizens to amend Chapter 8, "Offenses and Nuisances", of the Code of Ordinances to define allowed and prohibited hours of operation for Construction Work and Power Equipment and for the good government of the Town, to amend the Town Code as specified herein.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
SECTION 8.05.004 AMENDMENT**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 8, "Offenses and Nuisances", Article 8.05, "Noise," Section 8.5.004, "Environmental Sound Levels," Subsection (c), "Sound Level Limits" is hereby amended, which shall read as follows:

"Chapter 8 OFFENSES AND NUISANCES

ARTICLE 5 NOISE

*** * ***

SECTION 8.05.004 ENVIRONMENTAL SOUND LEVELS

*** * ***

SUBSECTION 8.05.004(C) SOUND LEVEL LIMITS

(c) Sound level limits (Other than Construction and Power Equipment): Please refer to Sections 8.05.006 (4) and (5) for allowed/prohibited hours.

(1) Limiting sound levels, 7:00 a.m. to 10:00 p.m.

Category	L90	L10
Residential	55 dBA	65 dBA
Commercial	62 dBA	72 dBA
Industrial	75 dBA	85 dBA

(2) Limiting sound levels, 10:00 p.m. to 7:00 a.m.

Residential	50 dBA	60 dBA
Commercial	57 dBA	67 dBA
Industrial	75 dBA	85 dBA

*** * * "**

**SECTION 3.
SECTION 8.05.006 AMENDMENT**

From and after the effective date of this Ordinance, the Town of Bartonville Code of Ordinances, Chapter 8, "Offenses and Nuisances", Article 8.05, "Noise," Section 8.5.006, "Noises Prohibited," Subsection (4), "Construction Work," and Subsection (5), "Power Equipment" are hereby amended, which shall read as follows:

“Chapter 8 OFFENSES AND NUISANCES**ARTICLE 5 NOISE**

* * *

SECTION 8.05.006 NOISES PROHIBITED

* * *

SUBSECTION 8.05.006

* * *

- (4) Construction work. Operating or permitting to be operated any equipment used in commercial construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto:
- **Allowed Hours:** Monday through Friday from 7:00 a.m. to 7:00 p.m., and on Saturdays from 9:00 a.m. to 3:00 p.m.
 - **Prohibited:** All day on Sundays.
 - In no event may such construction work exceed the sound level limits for an industrial land use as set forth in this article, measured on the property boundary of the receiving land use, unless a permit of variance is first obtained.
 - Sound Levels: Construction activity may not exceed industrial land use sound level limits as set forth in §8.05.004, measured at the property boundary of the receiving land use, unless a variance is obtained.
- (5) Power equipment. Operating or permitting to be operated any power equipment in residential zones outdoors between the hours of 7:00 p.m. and 7:00 a.m. the following day, or in such a manner as to violate the sound levels as listed in this article or to unreasonably disturb or interfere with the peace, comfort and repose of neighboring persons of ordinary sensibilities, unless a permit of variance is first obtained. Power equipment rated five horsepower or less shall not exceed a sound level of 74 dBA at a distance of 50 feet. Power equipment rated more than five horsepower shall not exceed a sound level of 82 dBA at a distance of 50 feet.

* * * ”

**SECTION 4.
SEVERABILITY**

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

**SECTION 5.
SAVINGS**

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

**SECTION 6.
PENALTY**

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of \$500.00. Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Chapter shall not preclude the City from filing suit to enjoin the violation and all remedies shall be cumulative.

**SECTION 7.
ENROSS AND ENROLL**

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

**SECTION 8.
PUBLICATION**

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

**SECTION 9.
EFFECTIVE DATE**

This Ordinance shall be in full force and effect upon passage and publication of its caption, as the law in such cases provides.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the Town Council of the Town of Bartonville, Texas, on this the 16th day of September 2025.

APPROVED:

Jaclyn Carrington,
Mayor

ATTEST:

Shannon Montgomery, TRMC
Town Secretary

DRAFT



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Shannon Montgomery, Town Secretary

AGENDA ITEM: Discuss and consider the appointment of chair to the following board, commission, and committee for the fiscal year 2025-2026 term:

- a. Board of Adjustment
- b. Bartonville Community Development Corporation
- c. Bartonville Planning and Zoning Commission
- d. Bartonville Special Events Advisory Committee

SUMMARY:

This item allows the Town Council to appoint the Chairs of the appropriate boards and committee.

FISCAL INFORMATION: N/A

RECOMMENDED MOTION OR ACTION:

Please make separate motions for each board/committee:

Board of Adjustment

I move to appoint XX as Chair of the Board of Adjustment.

Bartonville Community Development Corporation

NO ACTION TO TAKE

Bartonville Planning and Zoning Commission

I move to appoint XX as Chair of the Bartonville Planning and Zoning Commission.

Bartonville Special Events Advisory Committee

I move to appoint XX as Chair of the Bartonville Planning and Zoning Commission.

ATTACHMENTS: N/A



TOWN COUNCIL COMMUNICATION

DATE: September 16, 2025

FROM: Helen-Eve Beadle, AICP, Town Planning Consultant

AGENDA ITEM: Discuss current ordinance procedures for processing Site Plans and other applications and provide direction to Staff regarding potential amendments.

SUMMARY:

Staff respectfully requests that Town Council consider a review of the current application procedures for Site Plans and related development applications. The goal is to ensure proper vetting and sequencing of actions that support thorough agenda communication and reduce the number of conditions typically associated with recommendations.

The Town of Bartonville Code of Ordinances (the “Code”) outlines statutory procedures for plats under Chapter 10, Subdivision Regulation, and Chapter 10A, Development Ordinance. These chapters require action within 30 days of application submission. Staff is not proposing any changes to these statutory timelines.

However, Chapter 14, Zoning, and Chapter 14A, Zoning Ordinance, require action on Site Plan applications within 30 days of determining the application is complete. While the Code identifies this as a statutory requirement, the Town Attorney has advised that this timeline is not mandated by State law.

Additionally, the Code requires public hearings and notifications—both mailed and published—for Site Plan applications. This is not a statutory requirement and is considered highly unusual. It is possible that this provision was added in response to a prior development that received significant public objection post-approval.

The Code also mandates that Board of Adjustment (BOA) applications be heard within 30 working days of submission. This, too, is not a statutory requirement.

In practice, Site Plans and BOA applications frequently require additional time for coordination and document revisions to ensure a well-planned, comprehensive submission. Removing the rigid action timelines would allow staff to present complete and suitable applications to reviewing bodies, reduce premature notifications, and minimize the need for extensive conditions upon approval. Furthermore, applicants often express confusion or frustration when asked to submit 30-day waivers or withdraw applications until they are fully prepared.

Staff requests the opportunity to review the Code and bring forward recommendations for amendments that would enhance the development review process and better align with best practices.