



# TOWN COUNCIL REGULAR MEETING AGENDA

September 17, 2024 at 6:30 PM

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

## A. CALL MEETING TO ORDER

## B. PLEDGE OF ALLEGIANCE

## C. PUBLIC PARTICIPATION

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

## D. APPOINTED REPRESENTATIVE/LIAISON REPORTS

1. Upper Trinity Regional Water District Report.
2. Denton County Emergency Services District #1.
3. Police Department – August 2024 Statistics/Activities.
4. Administration – August 2024 Reports: Financial, Animal Control, Code Enforcement, Engineering, Municipal Court, Permits, and Board Member Attendance.

## E. 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 3, 2024, Special Meeting Minutes.
2. Consider approval of a contractor services agreement with Steve Koehler for Building Inspection Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.
3. Consider approval of a contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.
4. Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

5. Consider approval of a contractor services agreement with Bureau Veritas North America, Inc. for Health Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.
6. Consider approval of a contractor services agreement with Ad Terram for Planning Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.
7. Consider approval of a contractor services agreement with Analisa Griffith, RS/DS for OSSF Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

#### **F. PUBLIC HEARINGS AND REGULAR ITEMS**

1. Conduct a Public Hearing on the Proposed Tax Rate of \$0.173646 per \$100 assessed valuation for Fiscal Year October 1, 2024 through September 30, 2025.
2. Conduct a Public Hearing to receive public comment and to consider a Replat of 23.675 acres comprising Lot 1-R1, Lot 1-R2, Lot 5, and Lot 5R of the Eagle Nest Addition, in the Town of Bartonville, Denton County, Texas. The purpose of the replat is to remove an emergency access easement and to remove a utility easement. The subject property is located on the north side of Stonewood Boulevard, immediately north of its intersection with Timberidge Lane. The applicants are Randy and Tamera Hatcher, Mark and Tina Anderson, and Noah Shah. [Town of Bartonville File Number RP-2024-002.]
3. Discuss and consider approval of an ordinance approving and adopting the budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.
4. Discuss and consider approval of an ordinance ratifying Ad Valorem property tax revenue reflected in the adopted Fiscal Year October 1, 2024 to September 30, 2025 Annual Budget.

#### **G. CLOSED SESSION**

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

1. Section 551.071 Consultation with Town Attorney to seek legal advice of its attorney regarding legal issues related to the Town's Extraterritorial Jurisdiction (ETJ), issues related to the Furst Ranch Development, issues related to emergency access to/from neighboring property, and any and all legal issues related thereto.
2. 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: Town Administrator.

#### **H. RECONVENE OPEN MEETING**

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

#### **I. FUTURE ITEMS**

#### **J. ADJOURNMENT**

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

**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: Thursday, September 12, 2024 prior to 4:00pm.

*Agenda Removed from Town of Bartonville Bulletin Board on:* \_\_\_\_\_

*By:* \_\_\_\_\_, *Title:* \_\_\_\_\_



# TOWN COUNCIL COMMUNICATION

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**DATE:** September 17, 2024  
**FROM:** Ricky Vaughan, Fire Chief, Denton County ESD No. 1  
**AGENDA ITEM:** Denton County Emergency Services District #1 Monthly Report

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**SUMMARY:**

Department Statistics/Activities

**ATTACHMENTS:**

- Monthly Report

# Denton County

## ESD No. 1

### Monthly Report



### Monthly Activity Report

AUGUST

2024



# Denton County ESD No. 1

AUGUST 2024

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# Denton County ESD No. 1

AUGUST 2024

## DCESD1 Personnel

### Operations

Battalion Chief	3
Officers - Captains	9
Apparatus Operators (Engineers)	9
Full-Time Firefighters (active)	29
Part-Time Employees (active)	8
Injuries/light duty/inactive	1
<b>Total Members</b>	<b>59</b>

### Fire Administration

Fire Chief	1
Assistant Chief	1
Off-Shift Collateral Duty Positions (Battalion Chief of Fire Prevention, EMS, CFO)	3
Administrative Assistant	1
Director of Communications & Public Outreach	1
<b>Total</b>	<b>4</b>

**Department Paid Total** 63

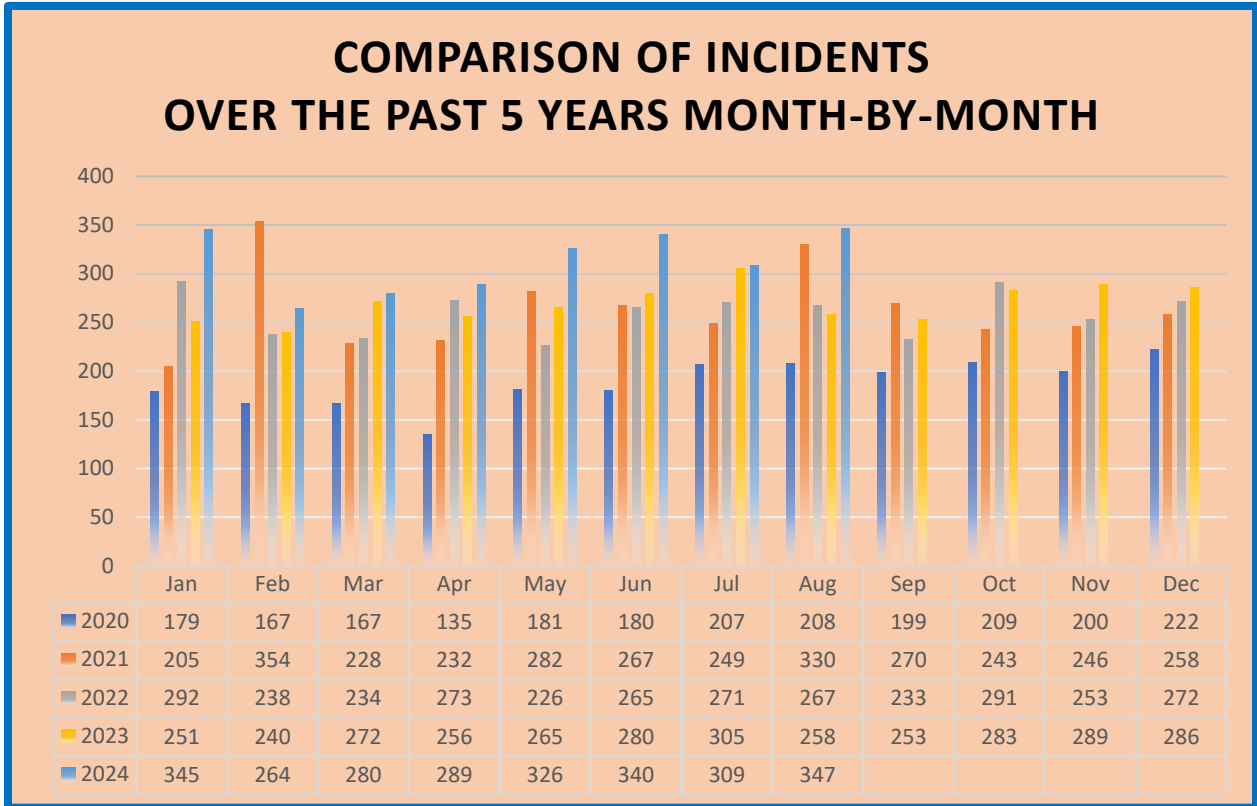
Sworn Staff	<u>61</u>
Civilians	<u>2</u>
Operational Volunteers	<u>6</u>
<b>Department Total</b>	<b><u>69</u></b>



# Denton County ESD No. 1

AUGUST 2024

## DCESD Total Incident Count



## Year-to-Date Totals

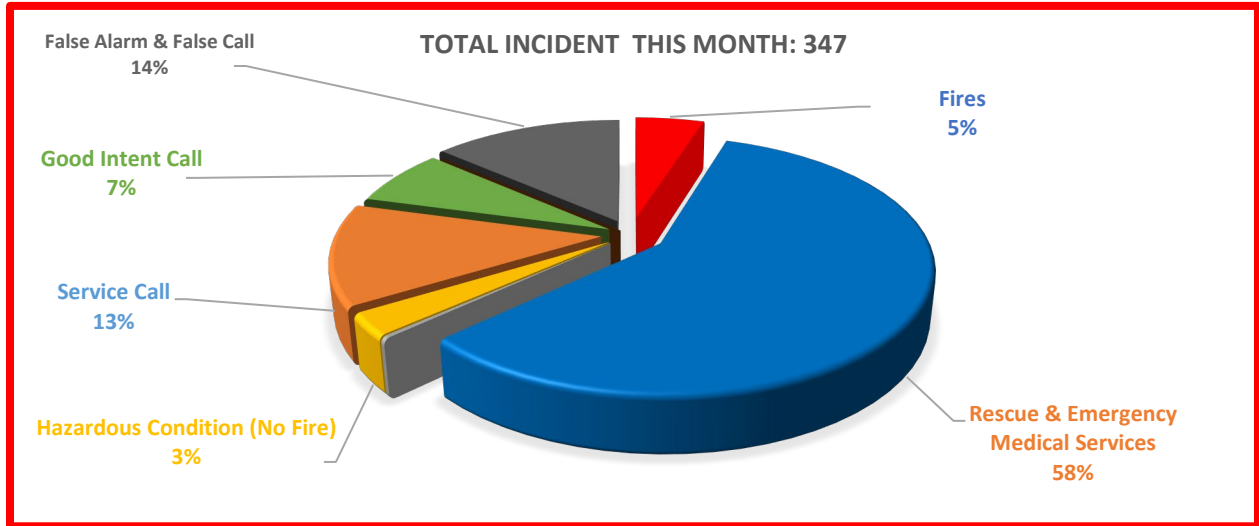


DCESD	YTD	Year End
2020	1424	2254
2021	2147	3164
2022	2066	3115
2023	2127	3238
<b>2024</b>	<b>2500</b>	

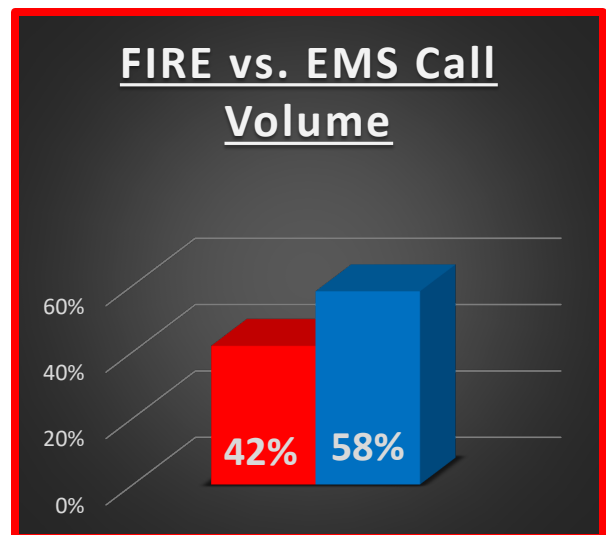




**INCIDENT STATISTICS**



Major Incident Types		
Fires	100's	17
Overpressure rupture, explosion – no fire	200's	1
Rescue & Emergency Medical Services	300's	202
Hazardous Condition (No Fire)	400's	10
Service Call	500's	45
Good Intent Call	600's	25
False Alarm / False Call	700's	47
Severe Weather & Natural Disaster	800's	0
Special Incident Type	900's	0



**Percentage of Overlapping Calls**

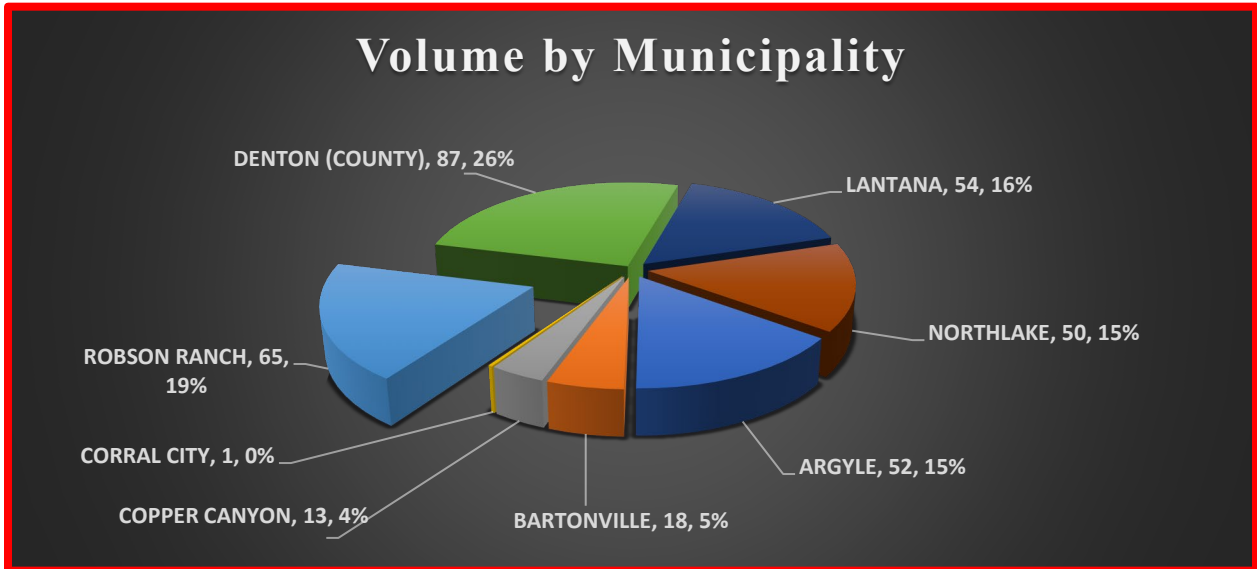
Overlapping Calls	
# OVERLAPPING	% OVERLAPPING
34	10%



# Denton County ESD No. 1

AUGUST 2024

## Municipality Call Volume Breakdown



NFIRS INCIDENT TYPE	Municipality								
	NEIRS #	ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE	Robson Ranch	DENTON COUNTY
Fire	100's	6					3		7
Overpressure Rupture, Explosion, Overheat	200's						1		
Rescue & Emergency Medical Services	300's	31	11	8	1	30	28	46	43
Hazardous Condition	400's	2	1			2	1	1	3
Service Call	500's	8	2	3		11	5	9	7
Good Intent Call	600's	2	4	1		3	4	6	3
False Alarm False Call	700's	3		1		8	8	3	24
Severe Weather & Natural Disaster	800's								
Special Incident Type	900's								
<b>Municipality Totals</b>		<b>52</b>	<b>18</b>	<b>13</b>	<b>1</b>	<b>54</b>	<b>50</b>	<b>65</b>	<b>87</b>

### NFIRS Breakdown

**100's – Fire Group**

Structure, wildland, and vehicle fires.

**200's – Overpressure Rupture, explosion, overheating – 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



# Denton County ESD No. 1

AUGUST 2024

## Incident Response Times

### 90<sup>th</sup> Percentile Assessment

Lights and Sirens – 90 <sup>th</sup> Percentile Time (Dispatch to Arrival)	
Overall Fire/EMS	10:35
Overall FIRE	8:41
Overall EMS	10:26

**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
10:26	10:00	12:42	5:10	8:18	11:18

## 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	2	12:15
<b>Lights and Sirens</b>	<b>303</b>	<b>7:07</b>
No Lights or Sirens	15	5:35

Average Response Time per Municipality					
ARGYLE	BARTONVILLE	COPPER CANYON	CORRAL CITY	LANTANA	NORTHLAKE
7:19	7:16	7:40	5:10	6:18	7:59



# Denton County ESD No. 1

AUGUST 2024

## Public Education

### Community Outreach Events

Fire Station Tours	1
Public Education Events	12
Ride Along (EMS Students/Orientation)	14
Community CPR Classes	3
- Total CPR Students	47
<b>Total Events</b>	<b>30</b>

### Training Division

<b>Total ISO Training Hours Logged / Month</b>	<b>2480.4</b>
- EMS Training Hours Logged / Month	200
- FIRE Training Hours Logged / Month	2192.4
- Administrative Training / Month	88

## Fire Inspection Report

INSPECTION TYPE	MONTHLY	YEAR TO DATE
*Fire Protection- Fire Alarm (Total)	0	1
*Fire Protection Commercial Sprinkler (Total)	2	17
*Annual (Total)	1	4
*Residential Sprinkler (Total)	17	69
*Fire Protection Inspection: Underground (Total)	0	8
* Controlled Access (Total)	0	2
* Certificate of Occupancy (Total)	3	38
* Compliant (Total)	0	1
<b>Total:</b>	<b>23</b>	<b>140</b>



# TOWN COUNCIL COMMUNICATION

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**DATE:** September 17, 2024  
**FROM:** Kirk Riggs, Chief of Police  
**AGENDA ITEM:** Police Department – Department Statistics/Activities

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**SUMMARY:**

Department Statistics/Activities.

**ATTACHMENTS:**

- Monthly Report

# Town of Bartonville Police Department

August 2024 Monthly Report



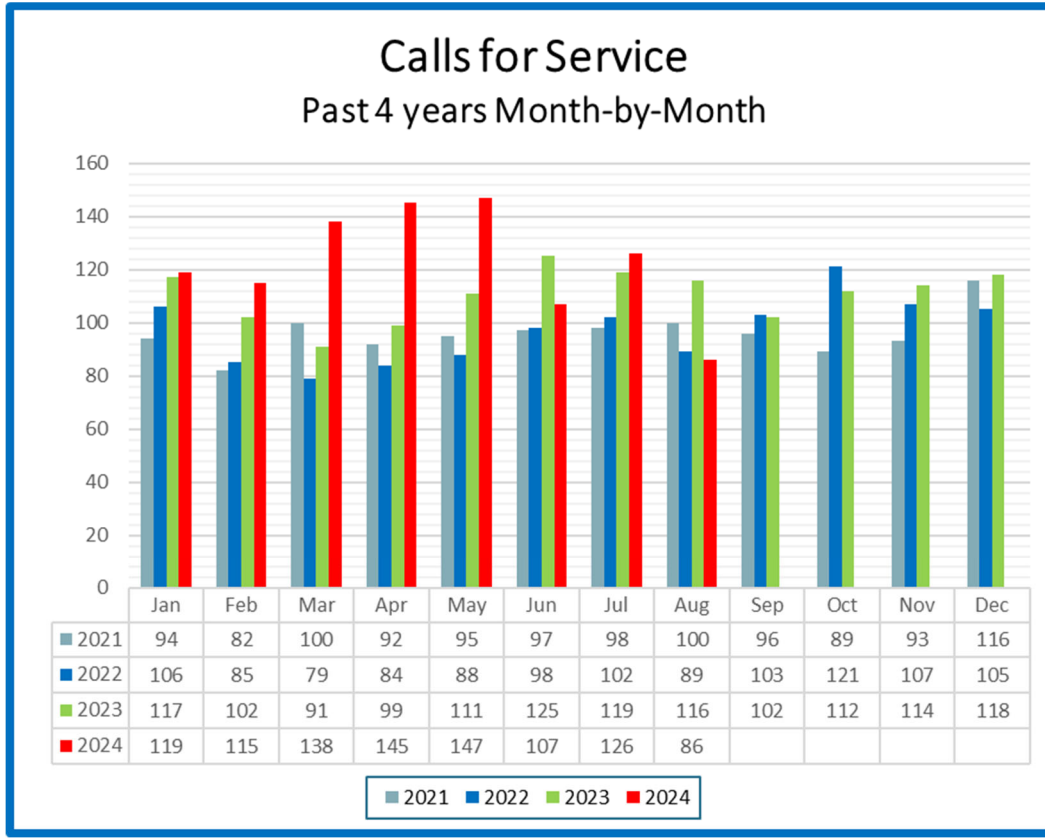
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Misc Information/Upcoming events	6

# Bartonville Police Department

August 2024

## Total Calls for Service





# Bartonville Police Department

August 2024

Abandoned Vehicle	
Agency Assist	6
Alarm- Commercial	5
Alarm- Residential	3
Animal Bite Report	
Animal Complaint	2
Animal Cruelty	1
Assault	1
Auto Theft	1
Burglary	
Cardiac Arrest	
Citizen Assist	
Civil Standby	
Child Custody Issues	
Criminal Mischief	1
Criminal Trespass	5
Disturbance	1
Domestic Disturbance	2
Fireworks Complaint	
Follow-up Investigation	3
Forgery/Fraud	
Found Property	
Gunshots Heard	
Hang-up 911	
Harassment	
Illegal Dumping	
Indecent Exposure	
Intoxicated Person	
Juvenile Complaint	
Loose Livestock	
Meet Complainant	5
Motorist Assist	2
Narcotics	
Noise Complaint	1
Open Door Investigation	
Ordinance Violation	1
Person with a Gun	
Psych/Suicide Attempt	3
Reckless Driver	2
Road Blockage/Hazard	2
Stabbing/Gunshot	
Suspicious Person/Veh/Activity	15
Theft	4
Traffic Complaint	11
Traffic Transport Incident (Accidents)	4
Vehicle Complaint	1
Welfare Concern	4

# Bartonville Police Department

August 2024

## Uniformed Crime Reporting

August-2024			
ACTIVITY	CURRENT MONTH	YTD	TOTAL
UCR	2	2024	2023
<b>PART 1 OFFENSES</b>			
Homicide / Manslaughter	0	0	0
Sexual Assault	0	1	2
Robbery	0	0	0
Aggravated Assault	0	0	1
Burglary	0	2	3
Larceny	2	14	9
Motor Vehicle Theft	0	1	2
Huamn Trafficking	0	0	0
Arson	0	0	0
<b>TOTAL PART I</b>	<b>2</b>	<b>18</b>	<b>17</b>

## Officer Initiated Activity

<u>Officer Activity by Type</u>	Total
Admin Duty (Reports, Court, Clerical)	7
Building Checks, Close Patrols	48
Investigations (Sus veh/activity)	5
Traffic Stops	95
Vacation Watch	13
Walk Thru (Business contacts)	15
<b>Total</b>	<b>183</b>

# Bartonville Police Department

August 2024

## Misc. Information/Upcoming Events



# TOWN COUNCIL COMMUNICATION

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**DATE:** September 17, 2024  
**FROM:** Thad Chambers, Town Administrator  
**AGENDA ITEM:** Administration – August 2024 Reports

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**SUMMARY:**

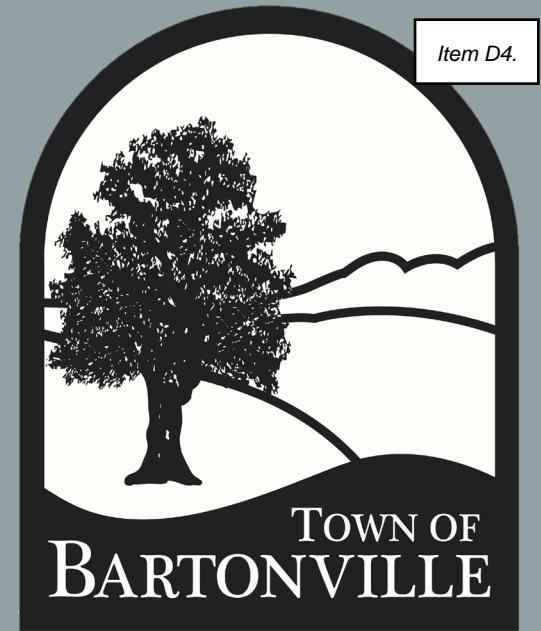
Monthly Reports August 2024.

**ATTACHMENTS:**

- Monthly Financial Report
- Monthly Animal Control Report
- Monthly 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 31, 2024

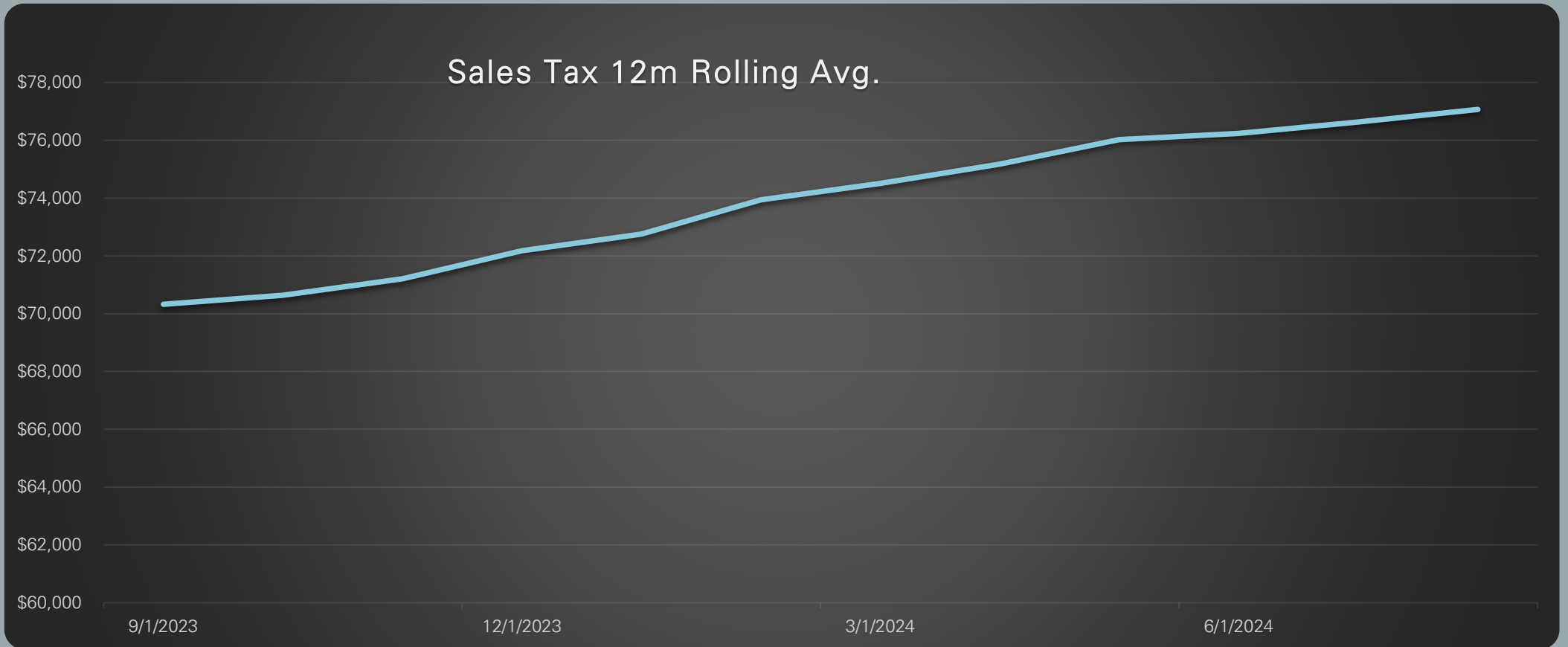


PRESENTED:  
SEPTEMBER 17, 2024

## All General Fund Revenues

	August 2024 Revenue	Year to Date Revenue	Current Year Budget	Projected Revenue Remaining	% of Budgeted Revenue Remaining	Prior year YTD	Prior year ending balance
Property Tax	\$5,249.64	\$1,078,526.42	\$1,050,000.00	(\$28,526.42)	(2.72%)	\$983,055.12	\$986,183.68
Sales Tax	\$106,265.92	\$868,566.67	\$785,000.00	(\$83,556.67)	(10.64%)	\$628,583.30	\$684,851.70
Franchise Fees	\$5,288.54	\$258,811.29	\$200,000.00	(\$58,811.29)	(29.41%)	\$169,065.77	\$239,304.86
Other/Transfer	\$19,016.40	\$225,129.08	\$169,300.00	(\$55,829.08)	(32.98%)	\$175,653.93	\$137,686.67
Development Fees	\$0.00	\$83,640.00	\$30,000.00	(\$53,640.00)	(178.80%)	\$105,414.24	\$105,414.24
Permit Fees	\$22,987.40	\$241,760.05	\$150,000.00	(\$91,760.05)	(62.05%)	\$189,712.04	\$227,373.21
Municipal Court	\$5,327.00	\$95,929.15	\$85,000.00	(\$10,929.15)	(12.86%)	\$93,394.31	\$109,218.14
<b>Total Revenue</b>	<b>\$164,134.90</b>	<b>\$2,852,352.66</b>	<b>\$2,469,300.00</b>	<b>(\$383,052.66)</b>	<b>(15.51%)</b>	<b>\$2,344,878.71</b>	<b>\$2,490,032.50</b>

# Sales Tax Collections



## All General Fund Expenditures

	August 2024 Expenditures	Year to Date Expenditures	Current Year Budget	Budget Balance Remaining	% of Balance Remaining	Prior Year YTD Balance	Prior year FY Ending Balance
Administration	\$70,035.89	\$911,509.57*	\$1,183,858.77	\$272,349.20	23.01%	\$1,088,089.80	\$1,197,931.87
Police	\$52,715.82	\$769,743.98	\$912,990.09	\$143,246.11	15.69%	\$644,070.88	\$728,307.15
Municipal Court	\$800.00	\$9,800.00	\$6,600.00	(\$3,200.00)	(48.48%)	\$4,250.00	\$4,700.00
Transfers	\$36,407.35	\$215,323.89	\$314,000.00	\$98,676.11	31.43%	\$296,539.97	\$303,294.84
<b>Total Expenses</b>	<b>\$159,959.06</b>	<b>\$1,906,377.44</b>	<b>\$2,417,448.86</b>	<b>\$511,071.42</b>	<b>21.14%</b>	<b>\$2,032,950.65</b>	<b>\$2,234,233.86</b>

\*\$1,000,000 is included in this category as an expenditure in the detailed report but should not be.  
This was the \$1,000,000 that the Town Council allocated from Fund Balance to Streets during the budget process.



# Expenditures by Department

## Administration

	August 2024 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$32,970.37	\$463,186.96	\$517,668.77	\$54,481.81	10.52%	\$404,195.41	\$437,416.34
Other	\$3,181.20	\$46,586.12	\$112,800.00	\$66,213.88	58.70%	\$101,506.22	\$110,184.78
Contracted Services	\$25,733.26	\$307,324.45	\$368,290.00	\$60,965.55	16.55%	\$352,900.76	\$413,305.96
Fees & Service Charges	\$22.50	\$693.25	\$1,170.00	\$476.75	40.75%	\$945.92	\$1,180.42
Supplies	\$1,819.90	\$57,329.18	\$75,430.00	\$18,100.82	24.00%	\$44,997.09	\$47,956.13
Maintenance	\$6,308.66	\$36,389.61	\$58,500.00	\$22,110.39	37.80%	\$33,503.80	\$37,847.64
Capital Improvements	\$0.00	\$0.00	\$50,000.00	\$50,000.00	100.00%	\$0.00	\$150,040.60
<b>Total Administration:</b>	<b>\$70,035.89</b>	<b>\$911,509.57</b>	<b>\$1,183,858.77</b>	<b>\$272,349.20</b>	<b>23.01%</b>	<b>\$1,008,089.80</b>	<b>\$1,197,931.87</b>

# Expenditures by Department

## Police

	August 2024 Expenditures	YTD Expenditures	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
Salary & Benefits	\$49,420.11	\$707,061.16	\$819,859.09	\$112,797.93	13.76%	\$583,802.79	\$660,506.81
Maintenance	(\$1,536.53)	\$28,406.14	\$26,131.00	(\$2,275.14)	(8.71%)	\$29,640.08	\$35,373.16
Contracted Service	\$0.00	\$1,776.50	\$10,000.00	\$8,223.50	82.24%	\$6,722.00	\$6,722.00
Other	\$0.00	\$4,973.81	\$4,500.00	(\$473.81)	(10.53%)	\$2,269.18	\$2,269.18
Supplies	\$4,832.24	\$29,062.90	\$52,500.00	\$23,437.10	44.64%	\$20,184.33	\$23,561.48
<b>Total Police Department:</b>	<b>\$52,715.82</b>	<b>\$769,743.98</b>	<b>\$912,990.09</b>	<b>\$143,246.11</b>	<b>15.69%</b>	<b>\$644,070.88</b>	<b>\$728,307.15</b>

**Call Type Summary:**

Animal Bite (1)  
 Dead Animal (1)  
 Loose Dog (2)

**Call**

Address	Notes	Service / Type
8/11/2024 1232 Kentucky Derby	dog bite	Animal Control Animal Bite
8/1/2024 Porter Rd	CALLER STATED THERE WAS A DECEASED RACCOON ON THE ROADWAY AND WOULD LIKE IT REMOVED  RACCOON WAS REMOVED	Animal Control Dead Animal
8/15/2024 Jeter Rd / Gibbons Rd	CALLER STATED THERE WAS A LOOSE LARGE WHITE DOG WALKING AROUND THIS AREA.  DROVE THE AREA AND DID NOT SEE ANY LOOSE OR STRAY DOGS.	Animal Control Loose Dog
8/27/2024 Roadrunner Rd	CALLER STATED THERE WAS A LOOSE DOG RUNNING ON THIS STREET.  DROVE THE AREA AND DID NOT SEE ANY STRAY OR LOOSE DOGS.	Animal Control Loose Dog

**Call Type Summary:**

Patrol (4)

**Patrol**

Address	Notes	Time In/Out	Service / Type
8/13/2024	I patrolled the area and spoke with Sheri and Thad. Have a great day.	11:30 am - 2:00 pm Duration: 2.5 hours	Patrol Patrol
8/6/2024	PATROLLED THE CITY FOR STRAY, LOOSE, AND DECEASED ANIMALS.	-	Patrol Patrol
8/20/2024	PATROLLED THE CITY FOR STRAY, LOOSE, AND DECEASED ANIMALS.	-	Patrol Patrol
8/27/2024	PATROLLED THE CITY FOR STRAY, LOOSE, AND DECEASED ANIMALS.	-	Patrol Patrol

**Call Type Summary:**

- Substandard Structure (1)
- Tall Grass and Weeds (6)
- Trash and Debris (5)

**Call**

Address	Notes	Service / Type
7/30/2024 1205 Brasher	they issue has been abated.	Code Enforcement Tall Grass and Weeds
7/30/2024 393 E Jeter St	The issue have been abated.	Code Enforcement Tall Grass and Weeds
8/6/2024 506 Oakwood	Issued warnings for tall grass and weeds, trash and debris and substandard structure. We had seen good progress on this property when ownership changed. the past 4 weeks we have seen no progress to rehabbing the property.	Code Enforcement Substandard Structure
8/6/2024 1270 Saddlebrook Way	The stables are doing a great job maintaining the shavings pile. The shavings are what they use to keep the horses clean.	Code Enforcement Trash and Debris
8/13/2024 940 E. Jeter Rd	Issued a warning for tall grass and weeds.	Code Enforcement Tall Grass and Weeds

<p>8/13/2024 1270 Saddlebrook Way</p>	<p>The pile of shavings is doing well. We will be making contact if they don't screen the dumpster in the area when they keep the shavings. The have stated that the dumpster is a short term item. They might need a reminder.</p>	<p>Code Enforcement Trash and Debris</p>
<p>8/13/2024 506 Oakwood</p>	<p>We need to see additional progress at this location. Paint cans removed ect. If the trash and debris is not removed they will receive citation next week.</p>	<p>Code Enforcement Trash and Debris</p>
<p>8/13/2024 950 E Jeter Rd</p>	<p>Issued a warning for tall grass and weeds in the treed area.</p>	<p>Code Enforcement Tall Grass and Weeds</p>
<p>8/20/2024 1205 Brasher Rd</p>	<p>Issued a warning for tall grass and weeds</p>	<p>Code Enforcement Tall Grass and Weeds</p>
<p>8/20/2024 1270 Saddlebrook Way</p>	<p>Issued a warning for having a dumpster in public view.</p>	<p>Code Enforcement Trash and Debris</p>
<p>8/20/2024 Property Id 211410 Seals Road</p>	<p>Issued a warning for tall grass and weeds.</p>	<p>Code Enforcement Tall Grass and Weeds</p>
<p>8/20/2024 506 Oakwood</p>	<p>Issued a citation for trash and debris</p>	<p>Code Enforcement Trash and Debris</p>



**Westwood**

## **Town of Bartonville**

### **Status Report**

**Date: September 11, 2024**

#### **Plat Review**

- N/A

#### **ROW Permits**

- Charter/Mastec – Lots of Locations

#### **Subdivision Construction**

- Knights Crest – Construction – Inspecting Construction
- Knights Landing – Preconstruction Meeting TBD

#### **Street Fund**

- N/A

#### **General Consultation**

- Glenview Road ROW

#### **Grading Plans Reviewed**

- 1101 W. Jeter Road
- 1142 Jefferson Circle
- 147 McMakin Road
- Romero Way questions
- 737 Stonewood
- 1491 Land Fall Circle
- 2037 High Meadow

**westwoodps.com**  
(888) 937-5150

Town of Bartonville  
Municipal Court Council Report  
From 8/1/2024 to 8/31/2024

9/3/2024 3

Item D4.

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
43	0	1	0	1	45

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$3,887.80	\$1,440.30	\$4,457.80	\$164.00	\$200.90	\$10,150.80

**Warrants**

Issued	Served	Closed	Total
0	0	3	3

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
17	0	41	15	15	88

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	1	1

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
2	0	2	4



PermitReport

9/3/2024 1:0

Item D4.

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
24-00092-01	Forrest Construction Group, LLC		Contractor Registration - General	8/2/2024			\$125.00
24-00170-28	MEtime Soaps	96 McMakin Rd	Temporary Food Permit	8/5/2024			\$35.00
24-00170-29	Chacar, LLC DBA Sweetfield	96 McMakin Rd	Temporary Food Permit	8/9/2024			\$35.00
24-00170-30	The Lemonade Bros	96 McMakin Rd	Temporary Food Permit	8/14/2024			\$35.00
24-00170-31	Trinity Smart Farms	96 McMakin Rd	Temporary Food Permit	8/23/2024			\$35.00
24-00170-32	TNS Designs & Botique	96 McMakin Rd	Temporary Food Permit	8/30/2024			\$35.00
24-00364-01	Monaco-Pinnacle Custom Homes	870 Blenheim	Fence Permit	8/12/2024			\$75.00
24-00365-01	Kyle Allison	1101 W. Jeter Rd	OSSF Permit - Residential	8/28/2024			\$0.00
24-00367-01	Lingenfelter Luxury Homes	1149 Jefferson Court	Accessory Bldg (201 - 1000 sq ft)	8/1/2024	\$26,000.00	380	\$480.00
24-00369-01	Michael Sherman	1200 Fox Run	Accessory Building	8/19/2024	\$6,500.00	80	\$100.00
24-00370-01	Key Custom Homes	917 Show Master Ct	Addition/REmodel Permit (AC)	8/21/2024	\$150,000	4648	\$3,005.00
24-00372-01	American Air & Heat., Inc.		Contractor Registration - Mechanical	8/2/2024			\$0.00
24-00373-01	IES Residential, Inc.		Contractor Registration - Electrical	8/2/2024			\$0.00
24-00374-01	Coty Owens Electric Service LLC		Contractor Registration - Electrical	8/5/2024			\$0.00
24-00375-01	PGP Construction	2660 FM 407 Unit 200	Commercial Finish-Out	8/13/2024	\$352,000.00	2002	\$1,001.00
24-00376-01	Texas Backyard Living	140 Stonewood Blvd	Covered Patio/Carport/Arbor Permit	8/6/2024	\$16,493.00	342	\$75.00
24-00377-01	Fine Cut Land & Construction LLC.		Contractor Registration - General	8/8/2024			\$125.00
24-00379-01	Stellar Home Maintenance		Contractor Registration - Plumbing	8/7/2024			\$0.00
24-00380-01	Stellar Home Maintenance	1221 W Jeter Rd	Fence Permit	8/7/2024			\$75.00
24-00381-01	Bud Bartley Builder Group, LLC	2037 High Meadow Ct	New Residence Permit	8/8/2024	\$1,700,000.00	AC=5658 Total Sq =7526	\$3,677.70
24-00381-02	Bud Bartley Builder Group, LLC	2037 High Meadow Ct	New Residence (Non AC)	8/8/2024		Non AC= 1868	\$840.60
24-00381-04	Bud Bartley Builder Group, LLC	2037 High Meadow Ct	Grading and Drainage Permit	8/8/2024			\$275.00
24-00381-05	Bud Bartley Builder Group, LLC	2037 High Meadow Ct	Culvert/Driveway	8/8/2024			\$120.00
24-00382-01	VB Auto Group		Truck Permit	8/7/2024			\$25.00
24-00383-01	Turner Septic Solutions	2037 High Meadow Ct	OSSF Permit - Residential	8/9/2024			\$410.00
24-00384-01	On the Hook Fish & Chips	2201 E. FM 407	Temporary Food Permit	8/17/2024			\$35.00
24-00385-01	Ary Co HVAC and Electric		Contractor Registration - Mechanical	8/9/2024			\$0.00
24-00386-01	H&A Concrete & Remodeling LLC		Contractor Registration - General	8/12/2024			\$125.00
24-00387-01	Star Electric		Contractor Registration - Electrical	8/12/2024			\$0.00
24-00388-01	E.D. Miller Service Company LLC		Contractor Registration - Mechanical	8/13/2024			\$0.00
24-00389-01	CR Plumbing	1229 Kentucky Derby Dr	Plumbing Permit	8/13/2024	\$12,336.12		\$130.00
24-00390-01	On Call Plumbing		Contractor Registration - Plumbing	8/14/2024			\$0.00
24-00391-01	On Call Plumbing	901 Badminton	Plumbing Permit	8/14/2024			\$130.00
24-00392-01	Wyse Services	1757 Bridle Bit Rd	OSSF Permit - Residential	8/30/2024			\$410.00
24-00393-01	Drake Plumbing		Contractor Registration - Plumbing	8/15/2024			\$0.00
24-00394-01	Cost Plus Pools		Contractor Registration - General	8/19/2024			\$125.00
24-00395-01	PH Excavating, LLC		Contractor Registration - General	8/20/2024			\$125.00
24-00396-01	Fine Cut Land & Construction LLC.	1217 Fox Run	Accessory Bldg (1,001 +) Non AC	8/22/2024	\$138,728.00	1490	\$662.80
24-00397-01	CourTex Construction, Inc.		Contractor Registration - General	8/19/2024			\$125.00
24-00398-01	E&M Build and Design		Contractor Registration - Electrical	8/19/2024			\$0.00
24-00399-01	Christmas Air Conditioning & Heating LLC		Contractor Registration - Mechanical	8/20/2024			\$0.00
24-00403-01	Hernandez Commercial Hoods and Kitchen		Contractor Registration - Mechanical	8/20/2024			\$0.00
24-00404-01	C4 Electric		Contractor Registration - Electrical	8/20/2024			\$0.00
24-00405-01	Frymire Home Services		Contractor Registration - Mechanical	8/20/2024			\$0.00
24-00406-01	Frymire Home Services	1229 Kentucky Derby Dr	Mechanical Permit	8/22/2024	\$4,000.00		\$130.00
24-00407-01	Element Systems	1095 Broome Rd	OSSF Permit - Residential	8/23/2024			\$410.00
24-00408-01	Jensen Plumbing		Contractor Registration - Plumbing	8/22/2024			\$0.00
24-00409-01	Jensen Plumbing	1593 Bridle Bit Rd	Plumbing Permit	8/23/2024			\$130.00
24-00410-01	SC Bell Construction		Truck Permit	8/23/2024			\$25.00
24-00411-01	SC Bell Construction		Truck Permit	8/23/2024			\$25.00

Permit #	Contact	Property	Permit Type	Issued Date	Estimated Value	Square Footage	Paid Amount
24-00412-01	SC Bell Construction		Truck Permit	8/27/2024			\$25.00
24-00413-01	On the Hook Fish & Chips	2201 FM 407	Temporary Food Permit	8/31/2024			\$35.00
24-00414-01	CONCENTRIC ELECTRIC OF TX		Contractor Registration - Electrical	8/23/2024			\$0.00
24-00415-01	Blaize Plumbing		Contractor Registration - Plumbing	8/23/2024			\$0.00
24-00416-01	ABC Supply		Truck Permit	8/26/2024			\$25.00
24-00417-01	Island Creek Pools	1317 Saddlebrook Ct	Covered Patio/Carport/Arbor Permit	8/27/2024	\$30,000.00	450	\$205.00
24-00419-01	CourTex Construction, Inc.	1317 Saddlebrook Ct	Sports Court and Fence	8/26/2024	\$65,000.00	3464	\$280.00
24-00420-01	CWE Group Inc dba CW Service Pros	290 Timber Oaks Ct	Plumbing Permit	8/26/2024	\$700.00		\$130.00
24-00421-01	Concord Plumbing LLC		Contractor Registration - Plumbing	8/27/2024			\$0.00
24-00422-01	Lentz Companies Inc		Contractor Registration - Electrical	8/27/2024			\$0.00
24-00424-01	Black Door Renovation	1189 W Jeter Rd	Addition/REmodel Permit (AC)	8/28/2024	\$180,000.00	2421	\$1,920.25
24-00425-01	Wyse Services	858 Broome Rd	OSSF Permit - Residential	8/30/2024			\$410.00
24-00427-01	Cost Plus Pools	2726 Kentucky Derby Drive	Pool/Spa (inground)	8/30/2024	\$56,000.00	800	\$725.00
24-00429-01	Elite Plumbing Professionals - DFW ELITE PLUMBING		Contractor Registration - Plumbing	8/30/2024			\$0.00
24-00430-01	V&V Electrical Group		Contractor Registration - Electrical	8/30/2024			\$0.00

## FY2024 Boards and Commission Attendance Report

Item D4.

Oct 23    Nov 23    Dec 23    Jan 24    Feb 24    Mar 24    Apr 24    May 24    Jun 24    Jul 24    Aug 24    Sep 24

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

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

Oct 23    Nov 23    Dec 23    Jan 24    Feb 24    Mar 24    Apr 24    May 24    Jun 24    Jul 24    Aug 24    Sep 24

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

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

## FY2024 Boards and Commission Attendance Report

Item D4.

Oct 23    Nov 23    Dec 23    **Jan 24\***    Feb 24    Mar 24    Apr 24    May 24    Jun 24    Jul 24    Aug 24    Sep 24

<b>Bartonville Community Development Corporation (BCDC)</b>																
Position	Term	Current Member	Oct 23	Nov 23	Dec 23	Jan 24*	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24		
Director	2022-2024	Scott Daum (2024)					NO MEETING	NO MEETING				E	P			
Vice Chair	2022-2024	Terry Rock (2014)	P	P	P	P			P	P	P	P	P	P	P	
Director	2022-2024	Brenda Latham (2021)	P	P	P	P			P	E	P	P	P	P	P	
Director	2022-2024	Lacy Burrhus (2023)				P			P	P	P	P	P	P	P	
Director	2023-2025	Jim Langford (2015)	P	P	P	P			P	P	A	P	P	P	P	
Chair	2023-2025	Randy Van Alstine (2014)	P	P	P	P			P	P	P	P	P	P	P	
Director	2023-2025	Jennifer Buck(2023)				P			P	P	A	P	P	P	P	

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified

\* January Meeting was moved to 1/17 - Special Meeting

Oct 23    Nov 23    Dec 23    Jan 24    Feb 24    Mar 24    Apr 24    May 24    Jun 24    Jul 24    Aug 24    Sep 24

<b>Crime Control and Prevention District (CCPD)</b>																					
Position	Term	Current Member	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24							
Director	2022-2024	Lori Van Alstine (2014)	NO MEETING	NO MEETING	NO MEETING	NO MEETING	P	NO MEETING	P	NO MEETING	P	NO MEETING	P								
Director	2022-2024	Steve Weiss (2023)					P		P		P		P								
Director	2022-2024	Johnny Jones (2012)					P		P		P		P	P	P	P	P	P	P		
Director	2022-2024	Kevin Oldham (2018)					E		P		P		P	P	E	P	P	P	P	P	
Director	2023-2025	Chris Colbert (2011)					A		P		P		P	P	P	P	P	P	P	P	
Director	2023-2025	Jarod Root (2024)					P		P		P		P	P	P	P	P	P	P	P	
Chair	2023-2025	Jeff Grubb (2011)					P		P		P		P	P	P	P	P	P	P	P	

All Terms are two (2) Years

P - Present

A - Absent

E - Excused - Staff Notified



# TOWN COUNCIL COMMUNICATION

---

**DATE:** September 17, 2024  
**FROM:** Shannon Montgomery, Town Secretary  
**AGENDA ITEM:** Consider approval of the September 3, 2024, Special Meeting Minutes.

---

**SUMMARY:**

The Town Council held a Special Meeting on September 3, 2024.

**RECOMMENDED MOTION OR ACTION:**

Approve the September 3, 2024, Special Meeting Minutes as presented.

**ATTACHMENT:**

- September 3, 2024, Special Meeting Minutes

**THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE MET IN REGULAR SESSION ON THE 3RD DAY OF SEPTEMBER 2024 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  
 Jim Roberts, Council Member Place 1  
 Clay Sams, Council Member Place 3  
 Keith Crandall, Council Member Place 4

*Town Council Members Absent:*

Margie Arens, Council Member Place 5

*Town Staff Present:*

Thad Chambers, Town Administrator  
 Shannon Montgomery, Town Secretary  
 Kirk Riggs, Chief of Police

**A. CALL MEETING TO ORDER**

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

**B. PLEDGE OF ALLEGIANCE**

Mayor Carrington led the Pledge of Allegiance.

**C. PUBLIC PARTICIPATION**

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

There were no Public Presentations made.

**D. 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 20, 2024, Budget Workshop and Regular Meeting Minutes.**

Motion made by Council Member Chapman, seconded by Council Member Sams to APPROVE the August 20, 2024, Budget Workshop Regular Meeting Minutes as presented.

**VOTE ON THE MOTION**

AYES: Roberts, Chapman, Sams, and Crandall

NAYS: None

VOTE: 4-0

**E. 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 2024-2025.**

Town Administrator Chambers summarized the proposed Fiscal Year 2024-2025 budget and addressed questions from the Council.

Mayor Carrington opened the Public Hearing at 6:47 pm, and after recognizing that no one wished to speak, closed the Public Hearing at 6:47 pm.

Motion made by Council Member Crandall, seconded by Council Member Chapman, to direct Staff to prepare an ordinance adopting said budget for consideration at the September 17, 2024, regular meeting.

**VOTE ON THE MOTION**

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

**2. Consider approval of a Resolution designating the Denton Record Chronicle as the official newspaper of the Town of Bartonville for Fiscal Year 2024-2025.**

Motion made by Council Member Roberts, seconded by Council Member Crandall, to APPROVE a Resolution designating the Denton Record Chronicle as the official newspaper of the Town of Bartonville for Fiscal Year 2024-2025.

**VOTE ON THE MOTION**

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

**3. 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.**

Motion made by Council Member Chapman, seconded by Council Member Roberts, to appoint the following individuals to the Board of Adjustment for a two-year term, expiring September 30, 2026:

**Regular Members:**

- 1. Donna Baumgarner
- 2. Kathy Daum

**Alternate:**

- #1. Rebecca Jenkins

**VOTE ON THE MOTION**

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

Motion made by Council Member Chapman, seconded by Council Member Crandall, to appoint the following individuals to the Planning & Zoning Commission for a two-year term, expiring September 30, 2026:

**Regular Members:**

- 1. Ralph Arment
- 2. Brenda Hoyt-Stenovitch
- 3. Gloria McDonald

**Alternate:** #1 Pat Adams

**VOTE ON THE MOTION**

AYES: Roberts, Chapman, Sams, and Crandall

NAYS: None

VOTE: 4-0

Motion made by Council Member Chapman, seconded by Council Member Sams to appoint the following individuals to the Community Development Corporation for a two-year term, expiring September 30, 2026:

**Regular Members:**

- 1. Lacy Burrhus
- 2. Scott Daum
- 3. Brenda Latham
- 4. Tyler Ochoa

**VOTE ON THE MOTION**

AYES: Roberts, Chapman, Sams, and Crandall

NAYS: None

VOTE: 4-0

Motion made by Council Member Chapman, seconded by Council Member Roberts, to appoint the following individuals to the Crime Control and Prevention District for a two-year term, expiring September 30, 2026:

**Regular Members:**

- 1. Johnny Jones
- 2. Jim Murphy
- 3. Lori Van Alstine
- 4. Steven Weiss

**VOTE ON THE MOTION**

AYES: Roberts, Chapman, Sams, and Crandall

NAYS: None

VOTE: 4-0



Motion made by Council Member Chapman, seconded by Council Member Crandall, to appoint the following individuals to the Special Events Committee for a two-year term, expiring September 30, 2026:

**Regular Members: Two-Year Term:**

- 1. Donna Baumgarner
- 2. Kathy Daum
- 3. Lori Van Alstine
- 4. Randy Van Alstine

and appoint the following individuals for a one-year term, expiring September 30, 2025:

**Regular Members: One-Year Term:**

- 1. Council Member Margie Arens
- 2. Council Member Keith Crandall
- 3. Sean Stenovitch

**VOTE ON THE MOTION**

AYES: Roberts, Chapman, Sams, and Crandall

NAYS: None

VOTE: 4-0

**F. FUTURE ITEMS**

Discussion only, no action taken.

**G. ADJOURNMENT**

Mayor Carrington declared the meeting adjourned at 6:51 pm.

**APPROVED this the 17th day of September 2024.**

**APPROVED:**

\_\_\_\_\_  
Jaclyn Carrington, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannon Montgomery, TRMC, Town Secretary



# TOWN COUNCIL COMMUNICATION

---

**DATE:** September 17, 2024

**FROM:** Thad Chambers

**AGENDA ITEM:** Consider approval of a contractor services agreement with Steve Koehler for Building Inspection Services beginning October 1, 2024 through September 30, 2025; 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:**

FY2024-2025 - no new impact.

**RECOMMENDED MOTION OR ACTION:**

Move to approve the contractor services agreement with Steve Koehler for Building Inspection Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

**ATTACHMENTS:**

- FY2024-2025 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, 2024, and ending September 30, 2025, 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 Engineer and/or Mayor.
- f. **Equipment and Availability**: Steve Koehler will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles, tools and mobile telephones. Steve Koehler will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.

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

- a. Make payment to Steve Koehler, on a biweekly basis and upon receipt of a biweekly report, in accordance with the following fee schedule:
  1. Building Inspections: Thirty-five dollars (\$35) per each inspection 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 2024.

**TOWN OF BARTONVILLE**

**Steven J. Koehler**

\_\_\_\_\_  
Thad Chambers, Town Administrator

\_\_\_\_\_  
Steve Koehler

Attest:

\_\_\_\_\_  
Shannon Montgomery, Town Secretary



# TOWN COUNCIL COMMUNICATION

**DATE:** September 17, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Consider approval of a contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2024 through September 30, 2025; 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:**

Move to approve the contractor services agreement with America's Code Enforcement for Code Enforcement Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

## **ATTACHMENTS:**

- FY2024-2025 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, 2024, and ending September 30, 2025, 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 2024.

**TOWN OF BARTONVILLE:**

**CONTRACTOR:**

\_\_\_\_\_  
Thad Chambers, Town Administrator

\_\_\_\_\_  
Bob Matthews, Owner  
America's Code Enforcement

**ATTEST:**

\_\_\_\_\_  
Shannon Montgomery, Town Secretary



# TOWN COUNCIL COMMUNICATION

---

**DATE:** September 17, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Consider approval of a contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

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**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:**

\$24,750; same rates as previous contract.

**RECOMMENDED MOTION OR ACTION:**

Move to approve the contractor services agreement with Brad Hodges for Gas Well Inspection Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

**ATTACHMENTS:**

- FY2024-2025 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, 2024 and will continue until September 30, 2025, unless terminated or extended as provided herein.
- 1.03 SERVICES TO BE PERFORMED BY CONSULTANT: Consultant agrees to perform or provide the services specified in the "Description of Services" attached hereto as "Exhibit A" hereby incorporated herein.

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

- 1.04 CHANGE IN WORK: Through its chosen representative, Town may request changes in the scope and focus of the activities and studies called for under this agreement. Any such change which, in the opinion of Consultant or Town varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to Consultant must be mutually agreed upon by Consultant and Town.
- 1.05 COMPENSATION: In consideration for the services to be performed by Consultant, Town agrees to pay Consultant the consideration set forth in the amounts and under the terms provided in the "Schedule of Fees" attached hereto as "Exhibit B" hereby incorporated herein. Town agrees to pay invoices of services rendered within 30 days of receipt.

### 2.0 OBLIGATIONS OF CONSULTANT

- 2.01 MINIMUM AMOUNT OF SERVICE BY CONSULTANT: Consultant agrees to devote the hour's necessary to perform the services set forth in this agreement in an efficient and effective manner. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with Town's business.
- 2.02 TOOLS AND INSTRUMENTALITIES: Consultant 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: Notwithstanding any other provision of this agreement, 180 days after the effective date of this agreement any party hereto may terminate this agreement, at any time, without cause, by giving at least ninety (90) days prior written notice to the other parties to this agreement.

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

4.02 TERMINATION ON OCCURRENCE OF STATED EVENTS: This agreement shall terminate automatically on the occurrence of any of the following events:

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

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:
- |  |  |
|--|--|
| <p>Brad Hodges<br/>PO Box 1646<br/>Stephenville, TX 76401<br/>(254) 592.5080</p> | <p>Town of Bartonville<br/>1941 E. Jeter Road<br/>Bartonville, TX 76226<br/>(817) 693.5280</p> |
|--|--|
- 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 2024.

**TOWN OF BARTONVILLE:**

**CONSULTANT:**

\_\_\_\_\_  
Thad Chambers, 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: Consult 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 17, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Consider approval of a contractor services agreement with Bureau Veritas North America, Inc. for Health Services beginning October 1, 2024 through September 30, 2025; 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:**

Move to approve the contractor services agreement with Bureau Veritas North America, Inc. for Health Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

**ATTACHMENTS:**

- FY2024-2025 Health Services Contract



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

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 17th day of September, 2024, 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, 2024 through September 30, 2025, 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.

<b>BUREAU VERITAS NORTH AMERICA, INC.</b>	<b>CLIENT</b>
Signature:	Signature:
Name:	Name: Thad Chambers
Title:	Title: Town Administrator
Date:	Date:
Address:	Address: 1941 E Jeter Road Bartonville, TX 76226
Telephone:	Telephone: 817-693-5280
Email:	Email: <a href="mailto:tchambers@townofbartonville.com">tchambers@townofbartonville.com</a>
DTQR	
Date	

## ATTACHMENT A SCOPE OF SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.211 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

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

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

**ATTACHMENT B  
FEE SCHEDULE**

**PER INSPECTION ONLY:**

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





# TOWN COUNCIL COMMUNICATION

---

**DATE:** September 17, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Consider approval of a contractor services agreement with Ad Terram for Planning Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

---

**SUMMARY:**

The third-party Town Planner, Ryan Wells, has proposed updated rates for the next fiscal year. Rates in the initial agreement were well below market, and Mr. Wells has done an excellent job in assisting with only those areas agreed upon.

The new proposed rate remains \$30 to \$75 per hour below the previous third-party planning firm from 2022.

**FISCAL INFORMATION:**

No new impact.

**RECOMMENDED MOTION OR ACTION:**

Move to approve the contractor services agreement with Ad Terram for Planning Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

**ATTACHMENTS:**

- FY2024-2025 Planning Services Contract

## **AGREEMENT FOR PLANNING CONSULTING SERVICES AGREEMENT**

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

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

### **1. ENGAGEMENT; SERVICES.**

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

### **2. TERM AND TERMINATION.**

- a) Term. This Agreement shall be for a term of twelve months (12) months, commencing on October 1, 2024, and ending September 30, 2025, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Bartonville.

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

### 3. COMPENSATION.

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

#### 4. NATURE OF RELATIONSHIP.

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

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

#### 6. INDEMNIFICATION.

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

**7. GOVERNING LAW.**

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

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

**9. ASSIGNMENT AND DELEGATION.**

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

**10. COUNTERPARTS; ELECTRONIC SIGNATURES.**

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

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

**12. NOTICES.**

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

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

**If to the Town:**

Thad Chambers, Town Administrator  
Town of Bartonville  
1941 E Jeter Road  
Bartonville, Texas 76226  
[tchambers@townofbartonville.com](mailto:tchambers@townofbartonville.com)

**If to the Consultant:**

Ryan Wells, Principal  
Ad Terram Consulting, LLC  
PO Box 387  
Farmersville, Texas 75442  
[rwells@adterramconsulting.com](mailto:rwells@adterramconsulting.com)

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of September 2024.

**TOWN OF BARTONVILLE**

**AD TERRAM CONSULTING, LLC**

\_\_\_\_\_  
Thad Chambers, Town Administrator

\_\_\_\_\_  
Ryan Wells, , AICP, CFM, Principal

Attest:

\_\_\_\_\_  
Shannon Montgomery, Town Secretary

## EXHIBIT A

### SCOPE OF SERVICES

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

#### **Planning Services**

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

#### **Geographic Information Systems**

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

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



# TOWN COUNCIL COMMUNICATION

**DATE:** September 17, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Consider approval of a contractor services agreement with Analisa Griffith, RS/DS for OSSF Services beginning October 1, 2024 through September 30, 2025; 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:**

\$4,000 - \$6,000; same standard rates as previous contract, with two additional categories related to complaints that result in legal action.

## **RECOMMENDED MOTION OR ACTION:**

Move to approve the contractor services agreement with Analisa Griffith, RS/DS for OSSF Services beginning October 1, 2024 through September 30, 2025; and authorize the Town Administrator to execute same on behalf of the Town.

## **ATTACHMENTS:**

- FY2024-2025 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, 2024, and ending September 30, 2025, 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 2024.

**TOWN OF BARTONVILLE:**

**CONTRACTOR:**

\_\_\_\_\_  
Thad Chambers, Town Administrator

\_\_\_\_\_  
Analisa S. Griffith

**ATTEST:**

\_\_\_\_\_  
Shannon Montgomery, Town Secretary



# TOWN COUNCIL COMMUNICATION

**DATE:** September 17, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Conduct a Public Hearing on the Proposed Tax Rate of \$0.173646 per \$100 assessed valuation for Fiscal Year October 1, 2024 through September 30, 2025.

## **SUMMARY:**

Per Texas State Laws, the Town is required to publish notice concerning the 2023 property tax rates for the Town of Bartonville regarding the no-new-revenue tax rate and the voter-approval tax rate and notice of the public meeting.

The proposed tax rate of \$0.173646 is more than the no-new-revenue tax rate and less than the voter-approval tax rate. As a result, the Town is not required to hold an election to seek voter approval of the rate, however, citizens may still express their support for or opposition to the proposed tax rate.

Current Rate	\$0.173646
No-new-revenue Rate	\$0.162282
Voter-approval Rate	\$0.181560
De minimis Rate	\$0.243907

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 2024 appraisal roll including estimated values is \$745,877,489. Once the tax rate is approved, the Town will be able to calculate its 2024 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses.

## **ATTACHMENTS:**

- Notice of Meeting Affidavit

# DRC MEDIA COMPANY

**NEWS & ADVERTISING SOLUTIONS**  
One company delivers it all.

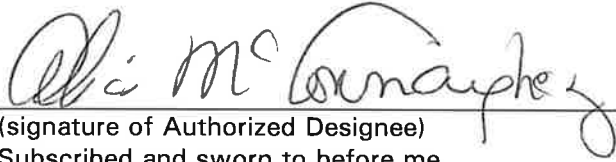
3555 Duchess Drive  
P.O. Box 369  
Denton, TX 76202  
940-387-3811

Publication(s): Denton Record-Chronicle

## PROOF OF PUBLICATION

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

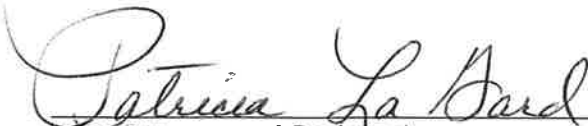
09/08/2024



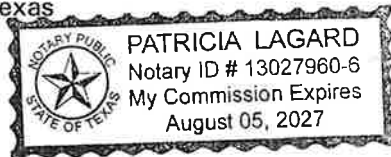
(signature of Authorized Designee)  
Subscribed and sworn to before me  
this 8th day of September, 2024 by



(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: 56772

Price: \$1265.00

### Notice of Public Hearing on Tax Rate

The Lakes Fresh Water Supply District of Denton County will hold a public hearing on a proposed tax rate for the tax year 2024 on Tuesday, September 17, 2024 at 5:30 p.m. at the following location:16000 N. Dallas Parkway, Suite 350, Dallas, Texas 75248. 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. 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

- For the proposal: Debbie Reuther, Paula Barnhouse, Sukhui Gibb, and Blair Thomas
Against the proposal: None
Absent, not voting: Nancy Heintel

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.

Table with 3 columns: Category, 2023 Last Year, 2024 This Year. Rows include Total tax rate, Difference in rates, Percentage increase, Average residence homestead appraised value, Total homestead exemption, Average residence homestead taxable value, Tax on average residence homestead, and Annual increase/decrease in taxes.

#### NOTICE OF TAXPAYERS RIGHT TO ROLLBACK ELECTION

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, Texas Water Code.

### 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 \$0.162282 per \$100
VOTER-APPROVAL TAX RATE \$0.181560 per \$100
DE MINIMIS TAX RATE \$0.243907 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for TOWN OF BARTONVILLE from the same properties in both the 2023 tax year and the 2024 tax year.

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

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF BARTONVILLE is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 17, 2024 AT 6:30PM AT 1941 E Jeter Road, Bartonville, TX 76226.

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

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: Jim Roberts, Council Member - Place 1; Matt Chapman, Mayor Pro Tem; Clay Sams, Council Member - Place 3; Keith Crandall, Council Member - Place 4; Margie Arens, Council Member - Place 5
AGAINST the proposal: None
PRESENT and not voting: Jaclyn Carrington, Mayor
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.

Table with 4 columns: Category, 2023, 2024, Change. Rows include Total tax rate, Average homestead taxable value, Tax on average homestead, and Total tax levy on all properties.

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 INCREASE

A tax rate of \$0.514800 per \$100 valuation has been proposed by the governing body of CITY OF CORINTH.

- PROPOSED TAX RATE \$0.514800 per \$100
NO-NEW-REVENUE TAX RATE \$0.492090 per \$100
VOTER-APPROVAL TAX RATE \$0.514900 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for CITY OF CORINTH from the same properties in both the 2023 tax year and the 2024 tax year.

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

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF CORINTH is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 19, 2024 AT 6:30PM AT Corinth City Hall 3300 Corinth Pkwy, Corinth, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF CORINTH is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Corinth City Council of CITY OF CORINTH at their offices or by attending the public hearing mentioned above

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: Sam Burke, KellyPickens, Lindsey Rayl; Scott Garber, Tina Henderson

- AGAINST the proposal: None
PRESENT and not voting: Bill Heidemann-Mayor
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 CITY OF CORINTH last year to the taxes proposed to be imposed on the average residence homestead by CITY OF CORINTH this year.

Table with 4 columns: Category, 2023, 2024, Change. Rows include Total tax rate, Average homestead taxable value, Tax on average homestead, and Total tax levy on all properties.

For assistance with tax calculations, please contact the tax assessor for CITY OF CORINTH at 940-498-3200 or budget@cityofcorinth.com, or visit https://www.cityofcorinth.com for more information.

### 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 2024 on Thursday, September 19, 2024, at 6:00 p.m. at 1230 Brendan Dr., Little Elm, Texas 75068.

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
PRESENT and 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.

Table with 3 columns: Category, Last Year, This Year. Rows include Total tax rate, Difference in tax rates, Percentage proposed increase, Average appraised value, Total homestead exemption, Average taxable value, Taxes on average residence homestead, Annual increase/decrease in taxes, and Percentage of increase/decrease.

#### 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.





# TOWN COUNCIL COMMUNICATION

**DATE:** September 17, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Conduct a Public Hearing to receive public comment and to consider a Replat of 23.675 acres comprising Lot 1-R1, Lot 1-R2, Lot 5, and Lot 5R of the Eagle Nest Addition, in the Town of Bartonville, Denton County, Texas. The purpose of the replat is to remove an emergency access easement and to remove a utility easement. The subject property is located on the north side of Stonewood Boulevard, immediately north of its intersection with Timberidge Lane. The applicants are Randy and Tamera Hatcher, Mark and Tina Anderson, and Noah Shah. [Town of Bartonville File Number RP-2024-002.]

## **LAND USE AND ZONING:**

Current land use category for Lot 1-R1 is Residential Estates – 2 Acre Lots (RE-2). The land use category for Lots 1-R2, 5, and 5R is Residential Estates – 5 Acre Lots (RE-5). The current zoning for Lot 1-R1 is Residential Estates 2 (2-Acre Lots; RE-2). The current zoning for Lots 1-R2, 5, and 5R is Residential Estates 5 (5-Acre Lots; RE-5).

## **SUMMARY:**

The applicants own four parcels of land, totaling 23.675 acres, located on the north side of Stonewood Boulevard, immediately north of its intersection with Timberidge Lane. The legal description of the property is Eagle Nest Addition Lots 1-R1, 1-R2, 5, and 5R. The corresponding Denton CAD parcel numbers are 703198, 703199, 703200, and 703201, respectively. The Eagle Nest final plat was recorded by Denton County on April 21, 2017. The applicants have applied for a replat (see Exhibit A) in order to vacate an emergency access easement, vacate a utility easement, and combine Lots 1-R2 and 5 into a single lot.

In accordance with Bartonville Development Ordinance Section 2.9, a replat shall be considered at a public hearing before the Town Council, unless it is determined to be a minor replat. As this application involves the vacation of multiple easements, it is not considered a minor replat.

The subject property is part of a recorded residential subdivision. The property consists of a mix of developed and undeveloped parcels.

### *Replat*

Bartonville Development Ordinance (BDO) Section 2.6.e. lists the criteria of approval for a replat (which are the same as a final plat):

1. The plat substantially conforms with the approved preliminary plat and other studies and plans, as applicable;
2. The complete engineering/construction plans for all required public improvements and Town utilities have been submitted to the Town for review/approval by the Town's Engineer (whether specifically stated or not, final plat approval shall always be subject to any additions and/or alterations to the

engineering/construction plans as deemed necessary by the Town Engineer, as needed, to ensure the safe, efficient and proper construction of public improvements within the subdivision); and

3. The plat conforms to applicable zoning and other regulations.
4. The plat has been approved by the Permitting Authority, as defined in Chapter 285 of the Texas Administrative Code, in accordance with Title 30, Texas Administrative Code, Chapter 285, Section 285.4(c) relating to the review of subdivision plans prior to the application for a permit for an on-site sewage facility.

The replat application has been submitted in order to vacate an emergency access easement, vacate a utility easement, and combine Lots 1-R2 and 5 into a single lot. There are no public improvements being proposed in conjunction with this replat. The affected lots continue to conform to the RE-2 and RE-5 zoning standards. No changes have been made that affect the eligibility of the lots to contain and be served by an on-site sewage facility.

Staff have identified five conditions of approval that will support the replat's alignment with the approval criteria above and the standards in the Bartonville Code of Ordinances, as well as to apply minor corrections. To provide for future extension of franchise utilities, a new 10-foot-wide utility easement shall be established along the frontage of parcel 1-R1-A abutting the right-of-way of Stonewood Boulevard and Rustic Circle as part of the replat. In addition, the proposed 10.841-acre Lot 5R-A shall be relabeled as Lot 1-R2-A to avoid duplicate naming with the 9.22-acre lot of the same name immediately to the north.

**STAFF RECOMMENDATION:** Approve with conditions.

Staff's Recommended Conditions of Approval:

1. Prior to recordation of the plat, a new 10-foot-wide utility easement shall be established along the frontage of parcel 1-R1-A abutting the right-of-way of Stonewood Boulevard and Rustic Circle as part of the replat.
2. Prior to recordation of the plat, the proposed 10.841-acre Lot 5R-A shall be relabeled as Lot 1-R2-A.
3. General Note 4 shall add to the purpose statement of the replat "to combine lots 1-R2 and 5."
4. General Note 2 shall be correctly numbered; the item number is currently missing.
5. The notary block for Tina Anderson's signature shall have her name correctly spelled.

**ATTACHMENTS:**

- Eagle Nest Lots 1-R1, 1-R2, 5, and 5R Replat Application Packet

# Exhibit A



# TOWN OF BARTONVILLE DEVELOPMENT APPLICATION

**RECEIVED**

AUG 05 2024

Item F2.

Application Type (check all applicable):

- Sketch Plat                       Land Study                       Preliminary                       Final  
 Development                       Replat                       Amending Plat

Current Legal Description: Eagle Nest Addition Lot 1-R1

Proposed Subdivision Name: \_\_\_\_\_  In Town Limits     In ETJ

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

Proposed Zoning (if applicable): \_\_\_\_\_ No. Proposed Lots: \_\_\_\_\_ Total Acres: \_\_\_\_\_

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

Owner: Mark and Tina Anderson

Phone: 214-289-8801

Address: 197 Stonewood Blvd Bartonville TX 76226

Fax: 972 318 1501

Applicant: Mark Anderson

Phone: Same

Address: 197 Stonewood Blvd Bartonville TX 76226

Fax: Same

*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.*

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.

Mark Anderson Tina Anderson  
Applicant Signature

8/05/24  
Date

Office Use Only:	Fee Pd: <u>750.00</u>	CC Check # <u>Receipt # 8976</u>	Date: <u>8-5-2024</u>
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



# TOWN OF BARTONVILLE DEVELOPMENT APPLICATION

Item F2.

Application Type (check all applicable):

- Sketch Plat                       Land Study                       Preliminary                       Final  
 Development                       Replat                       Amending Plat

Current Legal Description: ~~Q151 SRA~~ Q151 SRA

Proposed Subdivision Name: Eagle Nest Addition     In Town Limits     In ETJ

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

Proposed Zoning (if applicable): \_\_\_\_\_ No. Proposed Lots: \_\_\_\_\_ Total Acres: \_\_\_\_\_

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

Owner: R. Guy Hutcher and Tamera M. Hutcher  
Eagle Unlimited LP                      Phone: 817-239-4774

Address: 593 Country Court Bartonville Texas                      Fax: \_\_\_\_\_

Applicant: R. Guy Hutcher Pres - Eagle Unlimited LP                      Phone: 817-239-4774

Address: 593 Country Ct. Bartonville Texas                      Fax: \_\_\_\_\_

*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.*

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.

R. Guy Hutcher                      Date 8-20-24  
Applicant Signature                      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



# TOWN OF BARTONVILLE DEVELOPMENT APPLICATION

Item F2.

Application Type (check all applicable):

- Sketch Plat                       Land Study                       Preliminary                       Final  
 Development                       Replat                       Amending Plat

Current Legal Description: Eagle Nest Addition Lot 1-R2 and Lot 5 (660 + 654 Country Court) Bartonville, TX 76226

Proposed Subdivision Name: Eagle Nest Addition                       In Town Limits                       In ETJ

Current Zoning: RE-5                      Concurrent Zoning Change Req.?                       Yes (zoning change request attached)                       No

Proposed Zoning (if applicable): \_\_\_\_\_                      No. Proposed Lots: 1                      Total Acres: 10.841

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

Owner: Noah R Shah Trust FBO Noah R Shah Irrevocable Trust UA Nov 15, 2018                      Phone: 760-977-9026

Address: 1718 E Jeter Rd, Bartonville, TX 76226                      Fax: \_\_\_\_\_

Applicant: Noah R Shah                      Phone: 760-977-9026

Address: 1718 E. Jeter Rd, Bartonville, TX 76226                      Fax: \_\_\_\_\_

*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.*

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: Noah R Shah                      Date: 8/19/2024

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



## Exhibit B





1941 E. Jeter Road, Bartonville, TX 76226 817-693-5280

September 5, 2024

«NAME»

«ADDRESS»

«CITY», «ST» «ZIP»

Re: Proposed Replat

Dear Property Owner,

The Town Council for the Town of Bartonville, Texas will conduct a Public Hearing at 6:30 p.m. on September 17, 2024, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, to hear public comment and consider recommendations to the Town Council regarding a Replat of 23.675 acres comprising Lot 1-R1, Lot 1-R2, Lot 5, and Lot 5R of the Eagle Nest Addition, in the Town of Bartonville, Denton County, Texas.

The purpose of the replat is to remove an emergency access easement and to remove a utility easement. The subject property is located on the north side of Stonewood Boulevard, immediately north of its intersection with Timberidge Lane. The applicants are Randy and Tamera Hatcher, Mark and Tina Anderson, and Noah Shah. The Town of Bartonville file number for this application is RP-2024-002.

All interested parties are encouraged to attend.

Sincerely,

Thad Chambers, CPM  
Town Administrator  
Town of Bartonville

RP-2024-002 Eagle Nest Replat Request Mailing List

Item F2.

NAME	ADDRESS	CITY	ST	ZIP
ANDERSON, JULIA L & DAVID K	410 COUNTRY CT	BARTONVILLE	TX	76226-2603
ANDERSON, MARK A & TINA L	197 STONEWOOD BLVD	ARGYLE	TX	76226-8266
ARANA, KELVEY S TRS ARANA FAMILY TRUST	2521 MONA VALE RD	TROPHY CLUB	TX	76262-3440
BAILEY, PATRICK	180 STONEWOOD BLVD	ARGYLE	TX	76226-8258
BELCHER, CLIFTON J & DORIS E	900 RUSTIC CIR	BARTONVILLE	TX	76226-8295
COLBERT, CHRIS & REBECCA ANN DALRYMPLE	340 STONEWOOD BLVD	ARGYLE	TX	76226-8260
CTMGT MONTALCINO LLC	1800 VALLEY VIEW LN STE 300	FARMERS BRANCH	TX	75234-8945
DVORSKY, JAY A & CICHON, JOLANTA U TRS CICHON-DVORSKY FAMILY TRUST	6104 SAWGRASS CT	FLOWER MOUND	TX	75022-6525
EAGLE UNLIMITED, LTD	566 N KIMBALL AVE STE 120	SOUTHLAKE	TX	76092-6875
FEIGHNER, MARK S & FIEGHNER, COLLEEN MCDOUGALL TR, C/O THE COLLEEN FEIGHNER FAMILY IRREVOCABLE TRUST	460 E JETER RD	BARTONVILLE	TX	76226-9585
FRAIRE, EDGAR	218 STONEWOOD BLVD	ARGYLE	TX	76226-8259
GENTHNER, SCOTT E & LESLIE R	6204 SAWGRASS CT	FLOWER MOUND	TX	75022-6527
HATCHER, RANDY & TAMERA	593 COUNTRY CT	ARGYLE	TX	76226-2610
LARIOS, MANUEL C & LUCILLE M	877 RUSTIC CIR	BARTONVILLE	TX	76226-8252
LEWIS, JENNIFER LEE & KEVIN DON	255 STONEWOOD BLVD	BARTONVILLE	TX	76226-8267
LUCKIE, BARRY RAY	303 STONEWOOD BLVD	ARGYLE	TX	76226-8268
MURPHY, JAMES E & AMELIA R	154 STONEWOOD BLVD	ARGYLE	TX	76226-8258
PRAY, JEFFREY & LORI	400 PORTER RD	ARGYLE	TX	76226-8216
RASOR, RICHARD L & LISA L	335 STONEWOOD BLVD	BARTONVILLE	TX	76226-8268
RETTIG, JEFFERY A & ANGELA A TRS RETTIG FAMILY TRUST	6200 SAWGRASS CT	FLOWER MOUND	TX	75022-6527
SHAH, NOAH R IRREVOCABLE TRUST FBO NOAH R SHAH UA	1718 E JETER RD	BARTONVILLE	TX	76226-9598
WILLIAMS, JO-ANN	946 TIMBERIDGE LN	ARGYLE	TX	76226-8274
YAVARI, KARON ANN FAMILY TRUST	155 STONEWOOD BLVD	BARTONVILLE	TX	76226-8266

# Exhibit C

**Denton Record-Chronicle**  
**2413 Fort Worth Dr**  
**(940) 387-7755**

I, Laquansay Nickson Watkins, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Denton Record-Chronicle, a publication that is a "legal newspaper" as that phrase is defined for the city of Denton, for the County of Denton, in the state of Texas, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

**PUBLICATION DATES:**  
Aug. 31, 2024

**Notice ID:** zXF08MTjY6hFezcgSyr  
**Notice Name:** 09.17.24 PH Notice for for 08.31.24 pub

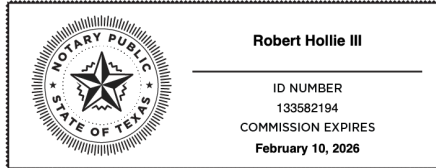
**PUBLICATION FEE:** \$42.40

I declare under penalty of perjury that the foregoing is true and correct.

*Laquansay Nickson Watkins*  
Agent

**VERIFICATION**

State of Texas  
County of Bexar



Signed or attested before me on this: 09/04/2024

*Abb*

Notary Public  
Electronically signed and notarized online using the Proof platform.

**TOWN OF BARTONVILLE,  
TEXAS**  
**NOTICE OF PUBLIC HEARING**  
The Town Council for the Town of Bartonville, Texas will conduct a Public Hearing at 6:30 p.m. on September 17, 2024, at Bartonville Town Hall, 1941 E. Jeter Road, Bartonville, Texas, to hear public comment and consider recommendations to the Town Council regarding a Replat of 23.675 acres comprising Lot 1-R1, Lot 1-R2, Lot 5, and Lot 5R of the Eagle Nest Addition, in the Town of Bartonville, Denton County, Texas. The purpose of the replat is to remove an emergency access easement and to remove a utility easement. The subject property is located on the north side of Stonewood Boulevard, immediately north of its intersection with Timberidge Lane. The applicants are Randy and Tamera Hatcher, Mark and Tina Anderson, and Noah Shah. The Town of Bartonville file number for this application is RP-2024-002.

All interested parties are encouraged to attend.

drc 08/31/2024



# TOWN COUNCIL COMMUNICATION

---

**DATE:** September 17, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider approval of an ordinance approving and adopting the budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

---

**SUMMARY:**

The FY 2024-2025 Proposed Budget is hereby presented for adoption.

The proposed budget was filed in the Office of the Town Secretary on August 16, 2024, 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 3, 2024, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2024-2025 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 adopting the budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025.

**ATTACHMENTS:**

- Draft Ordinance
- Proposed Fiscal Year 2024-2025 Budget

**TOWN OF BARTONVILLE, TEXAS  
ORDINANCE 772-24**

**ADOPTING FISCAL YEAR 2024-2025 BUDGET**

**AN ORDINANCE OF THE TOWN OF BARTONVILLE TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Budget Officer for the Town of Bartonville filed the proposed budget in the Office of the Town Secretary on August 16, 2024, and the proposed budget was made available for public inspection by the taxpayers in accordance with Title Four (4), Chapter 102, Section 102.005 of the Local Government Code; and

**WHEREAS**, a Public Hearing was held by the Bartonville Town Council on September 3, 2024, in accordance with Title Four (4), Chapter 102, Section 102.006 of the Local Government Code at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed 2024-2025 Fiscal Year Budget; and

**WHEREAS**, after full and final consideration, it is the consensus of the Bartonville Town Council that the 2024-2025 Fiscal Year Budget as hereinafter set forth, should be approved and adopted.

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

**SECTION 1.**

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

**SECTION 2.**

The budget attached hereto as Exhibit "A" and incorporated herein for all purposes is hereby approved and adopted for fiscal year beginning October 1, 2024, and ending September 30, 2025, and the sums set forth are hereby appropriated for the various Funds and purposes of the Town.

**SECTION 3.**

No expenditure of the funds of the Town shall hereafter be made except in strict compliance with said budget, except that in the case of public necessity, the Town Council shall authorize amendments to said budget such emergency expenditures to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original budget.

**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 or adoption, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 7.**

The Budget Officer for the Town shall file or cause to be filed (1) true and correct copy of said approved budget, along with this Ordinance, with the Town Secretary, who shall file or cause to be filed one (1) true and correct copy of same in the office of the County Clerk of Denton County, Texas.

**SECTION 8.**

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 9.**

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

**SECTION 10.**

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 17th day of September 2024.**

<b>Vote on Motion</b>	<b>For</b>	<b>Against</b>
Matt Chapman, Mayor Pro Tem		
Jim Roberts, Place 1	<b>ABSENT</b>	
Clay Sams, Place 3		
Keith Crandall, Place 4		
Margi Arens, Place 5		

**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 she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of the office this the 17th day of September 2024.

---

Shannon Montgomery,  
Notary

DRAFT

**EXHIBIT A**  
**TOWN OF BARTONVILLE FISCAL YEAR 2024-2025 BUDGET**

DRAFT

# TOWN OF BARTONVILLE, TEXAS PROPOSED ANNUAL BUDGET FY 2024-2025



Presented by:  
Jaclyn Carrington, Mayor  
Thad Chambers, Town Administrator  
Shannon Montgomery, Town Secretary



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

This budget will raise more revenue from property taxes than last year's budget by an amount of \$132,554, which is a 12.06 percent increase from last year's budget. Of that amount, \$56,147 is tax revenue to be raised from new property added to the tax roll this year.

*This page is included to comply with the Local Government Code Section 102.005, Subsection (b).*

Visit our website at [www.townofbartonville.com](http://www.townofbartonville.com)

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**ELECTED OFFICIALS**

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

**APPOINTED OFFICIALS**

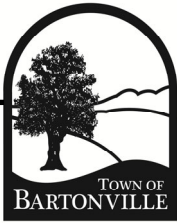
Town Administrator	Thad Chambers
Town Attorney	Ed Voss
Town Secretary	Shannon Montgomery

**BOARDS AND COMMISSIONS**

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



Town of Bartonville



September 3, 2024

Dear Town Council and Residents of Bartonville:

I am pleased to present the proposed fiscal year 2024-2025 budget for your consideration. This budget reflects our ongoing commitment to safety, community engagement, and maintaining fiscal responsibility.

In developing this budget, we have focused on key Council priorities:

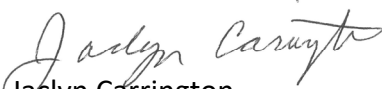
1. **Public Safety:** Ensuring the safety of our residents through increased funding for the police department and engaging in community policing initiatives.
2. **Infrastructure Improvement:** Investing in the maintenance and upgrade of our Town's infrastructure, including roads and drainage, to support and enhance quality of life.
3. **Visibility:** Maintaining clear traffic signage and good sight visibility throughout our community of heavily treed lots and winding roads.
4. **Community Engagement:** The continuation of annual events focused on bringing both long-time and newly transplanted Bartonville residents together.

Our approach ensures that we remain financially responsible and prepared for future challenges. We have made efforts to optimize spending, pursue third-party contracts to manage overhead, and maintain a healthy reserve fund to safeguard against economic uncertainties. Growth has been managed, but over the past 3 years we have added over one hundred 2- to 8-acre residential lots that meet our Future Land Use Plan. We must plan for these new residents as we move forward.

As part of our commitment to transparency, we conducted multiple workshops that were publicly noticed at least 72 hours in advance, prior to our regular Town Council meetings. These workshops were designed to actively engage residents, allowing us to gather their feedback and address their concerns. This collaborative approach not only strengthens our budget but also ensures it is in line with the needs and aspirations of our community.

I would like to thank our Town Administrator, Thad Chambers, and department heads Shannon Montgomery, and Chief Riggs for their input and assistance in developing this proposed budget. They understand the cornerstones of financial transparency and frugality that drive the Town Council's decisions. I would also like to thank the Town Council for the hours spent going over the numbers and attending Special Meetings to get us to where we are today. Finally, I would like to thank the Board and Commission members who give of their time throughout the year to ensure Bartonville maintains its rural character as one of north Texas' best hidden gems.

Sincerely,

  
Jaclyn Carrington  
Mayor of Bartonville

# Fiscal Year 2024-2025

## Budget Overview

### **COMMUNITY PROFILE AND GENERAL INFORMATION**

Bartonville, located just north of the Dallas/Fort Worth Metro area, offers a serene residential environment with a rural charm, while still maintaining easy access to the amenities and job opportunities of the Metroplex. This unique blend of rural tranquility and urban convenience makes Bartonville an appealing place to live. As a Type A General-Law Municipality, Bartonville operates under a Mayor-Council form of government. The local government is composed of a Mayor and five council members, each elected by place for staggered two-year terms. This structure ensures regular opportunities for community input and leadership changes. The Town Administrator, who reports directly to the Town Council, oversees the daily operations of Bartonville and ensures that the policies set by the Council are implemented effectively. This arrangement allows for a clear separation of legislative and executive responsibilities, promoting efficient management of town affairs.

### **FINANCIAL STRUCTURE**

Governmental Funds are essential for financing the various functions and activities of the Town. They track the acquisition, use, and balances of the Town's expendable financial resources and related liabilities. The focus of these funds is on measuring changes in financial position rather than determining net income. This approach provides a clear picture of how resources are being allocated and managed, ensuring transparency and accountability in the handling of public funds. The following are the Town's governmental funds:

#### **General Fund:**

The General Fund is the primary fund for the Town, serving as the main account for all revenues and expenditures not assigned to other funds. It is essential for managing resources associated with core government services. The General Fund is primarily supported by ad valorem taxes, general sales taxes, franchise taxes, license and permit fees, and municipal court fines. This fund supports a range of programs and services, all of which are justified, efficient, and aimed at meeting the basic needs of the community.

#### **Reserve Fund:**

The Reserve Fund is designated for unplanned and emergency expenses that cannot be covered by the General Fund. The Town aims to maintain a balance in this fund equivalent to 25% of the budgeted expenses, ensuring that there are sufficient resources available to address unexpected financial needs and emergencies.

#### **Street Maintenance Fund:**

The Street Maintenance Fund is specifically allocated for the annual upkeep and repair of roads, including major reconstructions and overlays.



**Economic Development Liability Fund:**

The Economic Development Liability Fund is designated to manage the Town's financial obligations related to the 380 Agreement with Lantana Town Center. This fund is supported by transfers from the General Fund, which include sales and property tax revenues. Payments to the developer under the terms of the agreement are made from this fund, providing a clear and dedicated account for these liabilities. **\*\*Note:** *Details about the financial impact of this agreement are explained on page 11.*

**Interest & Sinking Fund:**

The Interest & Sinking Fund is used to manage financial resources allocated for the payment of principal, interest, and related costs on tax notes.

**Court Security & Technology Funds:**

The Court Security and Technology Funds are designated to enhance and maintain the security and technological operations of the Municipal Court. These funds support the implementation of security measures, and the acquisition of technological resources needed to ensure the efficient and secure functioning of court operations.

**Capital Improvement & Vehicle and Equipment Replacement Funds:**

The Capital Improvement Fund and the Vehicle and Equipment Replacement Fund are used to manage financial resources for the acquisition and construction of major capital facilities, including significant infrastructure projects and facility upgrades, and the replacement of aging equipment and vehicles, ensuring that essential machinery and transportation resources are modern and functional.

**Special Revenue Funds:**

The Bartonville Community Development Corporation & Bartonville Crime Control District facilitate and account for economic development and public safety expenses respectively.

**BASIS FOR ACCOUNTING AND BUDGETING**

Government funds follow the modified accrual basis of accounting. Under this method, revenues are recognized in the accounting period when they become both measurable and available. "Measurable" means the amount of the transaction can be determined, while "available" means the revenue is collectible within the current period or soon enough afterward to be used to pay liabilities of the current period. This approach ensures that revenues are recorded when they can effectively finance expenditures within the fiscal period, providing a clear view of the financial position and resource availability.

The Comprehensive Annual Financial Report (CAFR) presents the Town's financial status in accordance with Generally Accepted Accounting Principles (GAAP). The Town prepares its budget in accordance with GAAP, but it uses the modified accrual basis of accounting specifically for all governmental and fund type budgets. This ensures consistency and transparency in financial reporting, while adhering to standards that provide a clear picture of the Town's fiscal health.

## **BALANCED BUDGET**

The Town's policy is to prepare a balanced budget, meaning that proposed expenses must not exceed estimated revenues. In cases where there is a revenue shortfall, the Council may approve the use of reserved fund balances to cover the difference. If revenues fall below estimates during the year, the Mayor or Town Administrator will recommend adjustments to the expense appropriation to the Council. This ensures that the budget remains balanced throughout the fiscal year.

## **REVENUE SOURCES**

The following information provides a general overview of the major revenue sources for the Town of Bartonville's key operating funds, along with the assumptions used for revenue projections in the budget. These projections primarily rely on historical data, with adjustments made for anticipated economic conditions and rate changes. This approach ensures that revenue estimates are based on past performance while accounting for expected variations in the economic environment and any changes in rates or policies.

### **General Fund:**

Ad Valorem taxes – Ad Valorem taxes comprise about **43.1%** of the estimated General Fund Revenue for FY 24-25. This includes current and delinquent tax payments as well as penalties and interest. The Town's ad valorem tax rate is calculated based on the certified appraisal rolls provided by the Denton Central Appraisal District (DCAD).

Each year, the Bartonville Town Council adopts a combined tax rate that serves two purposes: (a) to support the Town's General Fund, known as the maintenance and operations rate, and (b) to finance the Town's Debt Service Fund, referred to as the interest and sinking fund, which covers the annual principal and interest payments on outstanding general indebtedness. This combined rate ensures that both operational needs and debt obligations are met effectively. **\*\*Note: The Town of Bartonville does not currently have any debt pledged to I&S.**

Ad Valorem taxes, which are based on the assessed value of property, have a due date of January 31 of the following calendar year. If taxes are not paid by this deadline, they are considered delinquent. For projections related to delinquent tax revenues, these are based on historical data from previous years. This conservative approach involves analyzing past patterns of how much revenue was collected after the deadline.

Sales Tax – The Town receives a 1-cent share of all local taxable sales, which merchants remit to the State Comptroller's Office. The State Comptroller then distributes these funds to the Town on a monthly basis. This revenue makes up approximately **32%** of the General Fund's total revenue. For the upcoming fiscal year, while the economic outlook is cautiously conservative, an increase in sales tax revenue is expected due to projected economic growth in the Town.

Utility Franchise Fees – A portion of the local gross receipts from each privately owned utility—such as electric, telephone, gas, waste and recycling collection, and cable—is remitted to the Town. This payment compensates the Town for the use of its right-of-

way, which includes both the space utilized for utility lines and the streets used by utility vehicles. The revenue from these franchise fees is determined by the terms of the franchise agreements between the Town and the utilities. Typically, the majority of this franchise revenue is calculated as a percentage of the gross revenue generated by the utilities. This fee totals an estimated **9.4%** of General Fund revenues.

Permits, Licenses, and Inspections – This includes construction permit fees and contractor registrations fees. This revenue source makes up approximately **6.4%** of General Fund revenues for fiscal year 2024-25.

Municipal Court Fines – This includes fines levied for misdemeanor offenses occurring within the Town. This revenue source makes up approximately **3.6%** of General Fund revenues for fiscal year 2024-25.

### **Special Revenue Funds:**

Street Fund – On November 8, 2022, voters approved an increase in the dedicated sales and use tax for street maintenance, raising it from 1/2 cent to 5/8 cent. Per the state tax code, this increase took effect on April 1, 2023. The funds collected from this dedicated tax are allocated to the Street Maintenance Fund, which is used for various street maintenance activities, including resurfacing, concrete repair, crack sealing, and surface sealing of both residential and arterial roadways. Merchants remit this sales and use tax to the State Comptroller’s Office, which then distributes the funds to the Town on a monthly basis.

Bartonville Community Development Corporation – On November 8, 2022, the voters approved decreasing the dedicated sales and use tax for the Community Development Corporation from 1/4 cent to 1/8 cent. The decrease took effect on April 1, 2023. These funds are transferred to the Bartonville Community Development Corporation and can only be used for authorized categories under Section 4B of the Development Corporation Act. The dedicated sales and use tax is remitted by merchants to the State Comptroller’s Office and then distributed to the Town on a monthly basis.

Bartonville Crime Control and Prevention District – In May 2010, Bartonville citizens voted to allocate 1/4 cent of the sales and use tax to fund public safety operations in the Town of Bartonville. **\*\*Note:** *Due to the preexistence of Denton County Fresh Water Districts 6 & 7, as detailed on page 11, the crime control sales and use tax is not collected from businesses located in the Lantana Town Center.*

Municipal Court Security Fee – This fee is the collection of \$4.90 from defendants convicted of a misdemeanor offence. Funds can only be used for purposes that provide security for the operations of the municipal court. Projections are based on traffic citation estimates.

Municipal Court Technology Fee – This fee is the collection of \$4.00 from defendants convicted of a misdemeanor offence. Funds can only be used for the purpose that provides or maintains technological enhancements for the operation of the municipal court. Projections are based on traffic citation estimates.

## **BUDGETARY SYSTEM AND PROCESS**

The Texas Local Government Code mandates that the Budget Officer prepare a municipal budget outlining the proposed expenditures for the upcoming fiscal year. In a Type A General-Law municipality, the Mayor acts as the Budget Officer for the governing body. The Budget Officer is required to itemize the budget to provide a clear comparison between the proposed expenditures and the actual expenditures from the previous year for similar purposes. Additionally, the budget must specify each project for which funds are allocated and detail the estimated amount of money designated for each project. This ensures transparency and facilitates effective financial planning and oversight.

The budget must contain a complete financial status of the municipality that shows:

1. The outstanding obligations of the municipality;
2. The cash on hand to the credit of each fund;
3. The funds received from all sources during the preceding year;
4. The funds available from all sources during the ensuing year;
5. The estimated revenue available to cover the proposed budget; and
6. The estimated tax rate required to cover the proposed budget.

As part of the general government budget presentation, there is also a simultaneous preparation of a budget for the Bartonville Community Development Corporations (Type B) and the Crime Control and Prevention District. Due to their separate legal status, the respective boards must approve their budget, which is then sent to the Town Council for final approval and appropriation.

Following adoption of the budget by the Town Council, the Town Administrator and department heads monitor expenditures and revenues throughout the year to ensure that the integrity of the budget is maintained.

## Lantana Town Center's Impact on Bartonville



The Lantana Town Center (LTC) property located at the Northwest Corner FM 407 and Jeter Road, was originally part of Lantana in unincorporated Denton County's Fresh Water Supply District Nos. 6 and 7 (DCFWDs), which was not in the Town of Bartonville's town limits.

In 1999 the property was purchased to develop a major retail center. To attract a major grocer, the Developer needed the area to have the ability to sell beer and wine. By State law, freshwater districts cannot conduct an election to legalize alcohol sales, therefore, the Developer approached the Town of Bartonville to annex the property and requested incentives (grants).

In 2006 the Town Council annexed the property and entered into two agreements with the Developer. A Development Agreement which allowed the DCFWDs to retain control over the architectural design, permitting, inspections and other aspects of development oversight regulation that existed prior to annexation and an Economic Development Agreement (also known as a 380 agreement) which provides annual grants to the Developer.

The 380 Agreement, in summary, provides annual grants to the Developer beginning in 2015 (for 90 years), as follows:

**Property Tax Grant:** A grant equal to 100 percent of the Town Property Tax actually paid, including personal property tax.

**Sales Tax Grant - Phase I/II:** A grant equal to 75 percent of the sales and use tax for the first 12 years. After 12 years, a grant equal to 50 percent of the sales and use tax.

**Sales Tax Grant – Pad Sites:** A grant equal to 50 percent of the sales and use tax.

**Alcohol Beverage Tax Grant:** A grant equal to 50 percent of any Alcoholic Beverage Tax.

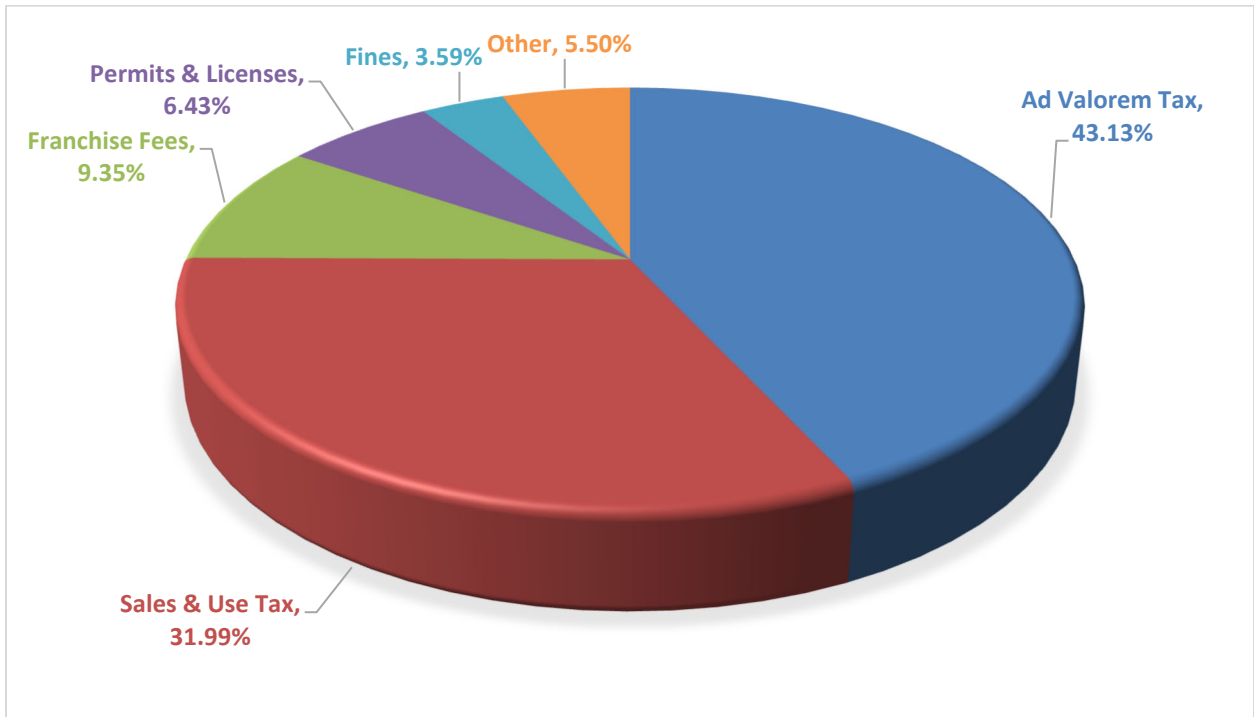
The Town of Bartonville retains the first \$50,000 in annual sales and use taxes generated by the development, which is accounted for in the General Fund sales tax revenue line item.

**\*\*Note:** *Because the annexed LTC area was already included in the taxing jurisdiction of the DCFWDs, annexation of the property by Bartonville created a local sales and use tax anomaly. The special districts in this area exceeded the local 2-percent sales and use tax cap allowed by state law. This resulted in the DCFWDs retaining their sales and use tax allocations for the LTC, which excluded the Bartonville Crime Control and Prevention District from collecting in this overlapping area.*

### GENERAL FUND ALLOCATIONS

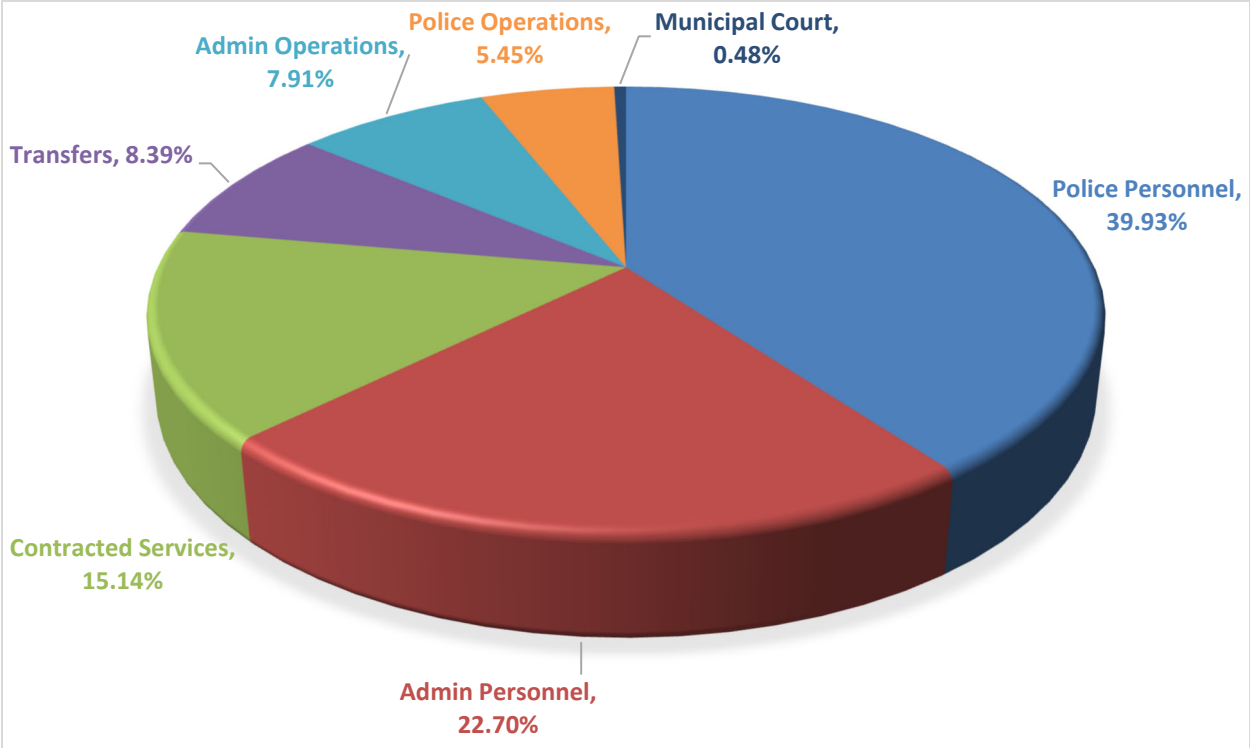
#### Revenues

Ad Valorem Tax	\$1,200,000	43.13%
Sales & Use Tax	\$890,000	31.99%
Franchise Fees	\$260,000	9.35%
Permits & Licenses	\$179,000	6.43%
Fines	\$100,000	3.59%
Other	\$153,000	5.50%
<b>TOTAL</b>	<b>\$2,782,000</b>	<b>100.00%</b>



Expenses

Police Personnel	\$999,580	39.93%
Admin Personnel	\$568,183	22.70%
Contracted Services	\$378,950	15.14%
Transfers	\$210,000	8.39%
Admin Operations	\$197,970	7.91%
Police Operations	\$136,548	5.45%
Municipal Court	\$12,000	0.48%
<b>TOTAL</b>	<b>\$2,503,231</b>	<b>100.00%</b>



Town of Bartonville  
**GENERAL FUND**

Item F3.

	FY2023 Approved Budget	FY2024 Approved Budget	FY2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b>1,571,799</b>	<b>362,322</b>	<b>539,673</b>
<b>TRANSFER FROM FUND BALANCE</b>			
Transfer to Reserve Fund	282,596	-	-
Transfer to Street Improvement Fund (Not Restricted)	1,000,000	-	-
<b>REVISED FUND BALANCE</b>	<b>289,203</b>	<b>362,322</b>	<b>539,673</b>
<b>REVENUES</b>			
<b>Property Taxes</b>	<b>943,000</b>	<b>1,050,000</b>	<b>1,200,000</b>
<i>Ad Valorem Current</i>	1,045,000	1,195,000	
<i>Ad Valorem Delinquent</i>	2,500	2,500	
<i>Ad Valorem Pent &amp; Int</i>	2,500	2,500	
<b>Sales &amp; Beverage Tax</b>	<b>759,800</b>	<b>785,000</b>	<b>890,000</b>
<i>Sales Tax Revenue</i>	700,000	800,000	
<i>Mixed Beverage Allocation</i>	85,000	90,000	
<b>Franchise Fees</b>	<b>157,500</b>	<b>200,000</b>	<b>260,000</b>
<i>Electric/Gas Franchise Fees</i>	160,000	200,000	
<i>Solidwaste Franchise Fees</i>	20,000	20,000	
<i>Telephone Franchise Fees</i>	15,000	15,000	
<i>Water Franchise Fees</i>	5,000	25,000	
<b>Permit &amp; Development Fees</b>	<b>162,900</b>	<b>180,000</b>	<b>179,000</b>
<i>Construction Inspection Fees</i>	30,000	-	
<i>Permits:Business C of O Permits</i>	1,000	1,000	
<i>Permits:Commercial Bldg Permits</i>	10,000	2,000	
<i>Permits:Contractor Registration Fees</i>	5,000	5,000	
<i>Permits:Gas Well Inspection Fees</i>	27,750	27,750	
<i>Permits:Health/Food Permits</i>	7,800	7,800	
<i>Permits:Red Tag Fees</i>	1,000	1,000	
<i>Permits:Residential Bldg Permits</i>	80,000	120,000	
<i>Permits:Septic Permit Fee</i>	7,000	10,000	
<i>Permits:Sign or Tree Permits</i>	300	300	
<i>Permits:Special Event/Race Permit</i>	100	100	
<i>Permits:Truck Permit</i>	50	50	
<i>Permits:Zoning/Subdivision/DRC/Fees</i>	10,000	4,000	
<b>Municipal Court</b>	<b>60,000</b>	<b>85,000</b>	<b>100,000</b>
<i>Municipal Court Fines</i>	70,000	85,000	
<i>Court Costs - Court CC Payments</i>	15,000	15,000	
<b>Other/Transfer</b>	<b>64,000</b>	<b>169,300</b>	<b>153,000</b>
<i>Interest Earned</i>	120,000	140,000	
<i>LOESE Training Funds</i>	1,000	1,000	
<i>Transfer from BCDC</i>	10,000	10,000	
<i>Child Safety Collected</i>	2,000	2,000	
<b>TOTAL REVENUE</b>	<b>2,147,200</b>	<b>2,469,300</b>	<b>2,782,000</b>



Town of Bartonville  
**GENERAL FUND**

Item F3.

	FY2023 Approved Budget	FY2024 Approved Budget	FY2025 Proposed Budget
<b>EXPENDITURES</b>			
<b>ADMINISTRATION</b>			
<b>Salaries &amp; Wages</b>	<b>421,410</b>	<b>430,393</b>	<b>455,946</b>
<i>Salaries</i>	352,503	370,129	
<i>Certification</i>	7,200	7,200	
<i>Overtime Wages</i>	6,413	6,400	
<i>Vacation Buy Back</i>	1,000	6,800	
<i>Longevity Pay</i>	288	576	
<i>Mileage Pay</i>	7,000	9,000	
<i>Retirement - TMRS</i>	49,585	48,073	
<i>Workers Compensation</i>	1,412	1,609	
<i>Payroll Taxes</i>	4,992	5,691	
<i>Unemployment Taxes</i>		468	
<b>Medical Benefits</b>	<b>74,974</b>	<b>76,276</b>	<b>112,237</b>
<i>Health and Dental</i>	76,276	112,237	
Advertisements & Notices	4,500	4,500	4,500
<b>Appraisal &amp; Tax Collection Services</b>	<b>9,000</b>	<b>9,000</b>	<b>10,300</b>
<i>Appraisal District</i>	6,000	7,300	
<i>County Tax Collection</i>	3,000	3,000	
<b>Contracted Services</b>	<b>307,310</b>	<b>344,610</b>	<b>378,950</b>
<i>Animal Control</i>	13,860	15,000	
<i>Building Inspections</i>	50,000	55,000	
<i>Code Enforcement</i>		8,400	
<i>Contract Labor</i>	17,300	17,300	
<i>Engineering/Surveying Services</i>	90,000	90,000	
<i>Gas Well Inspections</i>	24,750	24,750	
<i>Legal</i>	75,000	90,000	
<i>Sanitarian &amp; Health Inspections</i>	14,000	7,000	
<i>Health Inspections</i>		9,000	
<i>Planning Services</i>	42,000	42,000	
<i>Tree Trimming</i>	15,000	17,000	
<i>Codification</i>	2,700	3,500	
Audit & Accounting Services	15,000	22,500	25,000
<b>Fees &amp; Service Charges</b>	<b>1,170</b>	<b>1,170</b>	<b>1,170</b>
<i>Bank Service Charges</i>	500	500	
<i>County Filing Fees</i>	670	670	
Banners & Signs	10,000	10,000	8,000
Clean Up Day	7,000	9,000	5,000
Computer Hardware & Software	30,000	46,430	32,000
<b>Supplies/Postage/Printing</b>	<b>13,500</b>	<b>13,500</b>	<b>13,500</b>
<i>Postage</i>	3,500	3,500	
<i>Operations and Supplies</i>	3,500	3,500	
<i>Office Supplies/Sm Ofc Equip</i>	4,000	4,000	
<i>Copier/Printing Expense and Supplies</i>	2,500	2,500	
Copier Lease/Supplies/Maintenance	5,000	7,500	7,500
Dues & Memberships	4,000	5,000	5,000
Election Expense	12,500	14,000	14,000
Insurance - Property & Liability	5,872	7,500	8,000
Inclement Weather			8,000
Repairs & Maintenance	27,000	41,000	30,000
Public Assistance	1,180	1,180	2,500
Publications/Subscriptions	1,500	1,500	1,500

**GENERAL FUND**

Item F3.

	FY2023 Approved Budget	FY2024 Approved Budget	FY2025 Proposed Budget
Records Management	6,000	6,000	6,000
<b>Town Meetings/Events</b>	<b>6,000</b>	<b>21,000</b>	<b>17,000</b>
<i>Town Meetings/Events</i>		3,000	5,000
<i>Special Events</i>		18,000	12,000
Travel & Training	6,000	8,000	12,000
Utilities	17,500	17,500	17,500
Capital Improvements	-	50,000	50,000
<b>ADMIN EXPENSES</b>	<b>986,416</b>	<b>1,147,559</b>	<b>1,225,603</b>
<b>POLICE DEPARTMENT</b>			
<b>Salaries &amp; Wages</b>	<b>595,835</b>	<b>677,527</b>	<b>803,259</b>
<i>Salaries</i>		508,100	623,979
<i>Certification Wages</i>		10,800	12,600
<i>Overtime Wages</i>		52,945	29,951
<i>Vacation Buy Back</i>		1,800	8,000
<i>Longevity Pay</i>		1,320	960
<i>Retirement - TMRS</i>		71,143	84,833
<i>Payroll Taxes</i>		7,153	9,946
<i>Workers Compensation</i>		24,267	32,171
<i>Unemployment Insurance</i>			819
<b>Medical Benefits</b>	<b>97,113</b>	<b>102,415</b>	<b>196,321</b>
<i>Health and Dental</i>		102,415	196,321
Vehicle Maintenance: Auto Maint/Repair/Carwash	8,000	12,000	12,000
Operations & Supplies	20,000	20,000	20,000
Computer Software & Maintenance	20,000	29,631	29,631
Contracts - DCSO Communications Contract	7,500	8,000	8,000
Dues & Memberships	1,000	1,000	2,000
Fuel & Lubricants	15,000	22,000	22,000
<b>Insurance</b>	<b>32,917</b>	<b>32,917</b>	<b>32,917</b>
<i>Insurance - Auto</i>		12,500	12,500
<i>Insurance - Police Liability</i>		12,500	12,500
<i>Insurance - Property &amp; Liability</i>		7,917	7,917
Meetings			1,500
Travel & Training	3,000	3,500	4,500
Uniforms	4,000	4,000	4,000
<b>POLICE EXPENSES</b>	<b>804,365</b>	<b>912,990</b>	<b>1,136,128</b>
<b>MUNICIPAL COURT</b>			
Municipal Court Expenses	5,400	6,600	12,000
<b>TOTAL EXPENDITURES</b>	<b>1,796,181</b>	<b>2,067,149</b>	<b>2,373,731</b>
<b>TRANSFERS FROM GENERAL FUND</b>			
Transfer to Grants (Lantana Town Center 380)	210,000	210,000	210,000
<b>TOTAL TRANSFERS FROM</b>	<b>241,600</b>	<b>314,000</b>	<b>210,000</b>
<b>TRANSFERS IN</b>			
Transfer From Crime Control & Prevention District	-	-	30,000
<b>TOTAL TRANSFERS IN</b>			<b>30,000</b>
<b>REV OVER/(UNDER) EXP &amp; TRANSFERS</b>	<b>109,419</b>	<b>88,151</b>	<b>228,269</b>
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>398,622</b>	<b>450,473</b>	<b>767,942</b>

Street Maintenance Sales Tax Restricted Fund

Fund: 170

	FY 2023	FY 2024	FY 2025
	Budget	Adopted Budget	Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b>1,246,109</b>	<b>673,109</b>	<b>830,486</b>
<b>REVENUES</b>			
Street Sales Tax	265,000	400,000	550,000
Interest Earned	2,000	60,000	38,000
Transfer from General Fund	-	-	-
FM ILA - Transfer to Street	-	-	-
<b>TOTAL REVENUE</b>	<b>267,000</b>	<b>460,000</b>	<b>588,000</b>
<b>EXPENDITURES</b>			
Engineering/Surveying Services	60,000	60,000	60,000
Street Maint/Repair	100,000	100,000	250,000
Street Projects	680,000	-	1,000,000
<b>TOTAL EXPENSES</b>	<b>840,000</b>	<b>160,000</b>	<b>1,310,000</b>
<b>REV OVER/(UNDER) EXP</b>	<b>(573,000)</b>	<b>300,000</b>	<b>(722,000)</b>
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>673,109</b>	<b>973,109</b>	<b>108,486</b>

Street Improvement Fund-Council Designated

Fund: 310

	FY 2023 Adopted Budget	FY 2024 Adopted Budget	FY 2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	-	-	<b>245,361</b>
<b>TRANSFERS IN</b>			
Transfer in from General Fund	1,000,000	1,000,000	-
<b>TOTAL</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>-</b>
<b>EXPENDITURES</b>			
Street Projects	-	754,640	-
	-	-	-
<b>TOTAL EXPENSES</b>	<b>-</b>	<b>754,640</b>	<b>-</b>
<b>REV OVER/(UNDER) EXP</b>	<b>1,000,000</b>	<b>245,361</b>	<b>-</b>
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>1,000,000</b>	<b>245,361</b>	<b>245,361</b>

Town of Bartonville  
Reserve Fund

Item F3.

Fund: 150

	FY 2023 Adopted Budget	FY 2024 Adopted Budget	FY 2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b>317,404</b>	<b>318,404</b>	<b>600,000</b>
<b>INTEREST &amp; TRANSFERS IN</b>			
Interest Earned	1,000	15,000	15,000
Transfer in from Fund Balance		266,596	
<b>TOTAL</b>	<b>1,000</b>	<b>281,596</b>	<b>15,000</b>
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>318,404</b>	<b>600,000</b>	<b>615,000</b>

Economic Development Liability  
(Lantana Town Center Grants)

Fund: 180

	FY 2023 Adopted Budget	FY 2024 Adopted Budget	FY 2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b>80,499</b>	<b>25,499</b>	<b>270,711</b>
<b>TRANFERS IN</b>			
Transfer from General Fund	210,000	210,000	210,000
<b>TOTAL</b>	<b>210,000</b>	<b>210,000</b>	<b>210,000</b>
<b>EXPENDITURES</b>			
LTC Sales Tax Grants	175,000	165,000	175,000
LTC Property Tax Grants	90,000	54,000	75,000
<b>TOTAL EXPENSES</b>	<b>265,000</b>	<b>219,000</b>	<b>250,000</b>
<b>REV OVER/(UNDER) EXP</b>	<b>(55,000)</b>	<b>(9,000)</b>	<b>(40,000)</b>
Transfer in from Fund Balance		9000	
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>25,499</b>	<b>16,499</b>	<b>230,711</b>

Town of Bartonville  
**Building Maintenance Fund**

Item F3.

Fund: 300

	FY 2023 Adopted Budget	FY 2024 Adopted Budget	FY 2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>			-
<hr/>			
<b>TRANFERS IN</b>			
Interest Earned	300	300	-
Transfer from General Fund	10,000	10,000	-
<b>TOTAL</b>	<b>10,300</b>	<b>10,300</b>	-
<hr/>			
<b>EXPENDITURES</b>			
Building Improvements-Town Hall	15,000	15,000	-
<b>TOTAL EXPENSES</b>	<b>15,000</b>	<b>15,000</b>	-
<hr/>			
<b>REV OVER/(UNDER) EXP</b>	<b>(4,700)</b>	<b>(4,700)</b>	-
Transfer in from Fund Balance		4700	
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>(4,700)</b>	<b>(4,700)</b>	-
<hr/>			

Town of Bartonville  
**Court Security Fund-Restricted**

Item F3.

Fund: 210

	FY 2023 Adopted Budget	FY 2024 Adopted Budget	FY 2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b>7,995</b>	<b>4,835</b>	<b>2,175</b>
<b>REVENUE</b>			
Building Security Fees	2,000	2,500	3,000
<b>TOTAL</b>	<b>2,000</b>	<b>2,500</b>	<b>3,000</b>
<b>EXPENDITURES</b>			
Court Building Security	3,660	3,660	3,660
Municipal Court Security	1,500	1,500	1,500
<b>TOTAL EXPENSES</b>	<b>5,160</b>	<b>5,160</b>	<b>5,160</b>
<b>REV OVER/(UNDER) EXP</b>	<b>(3,160)</b>	<b>(2,660)</b>	<b>(2,160)</b>
Transfer in from Fund Balance			
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>4,835</b>	<b>2,175</b>	<b>15</b>



Court Technology Fund - Restricted

Fund: 220

	FY 2023 Adopted Budget	FY 2024 Adopted Budget	FY 2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b>2,865</b>	<b>1,965</b>	<b>1,265</b>
<b>REVENUE</b>			
Court Technology Fees	1,700	2,000	2,700
<b>TOTAL</b>	<b>1,700</b>	<b>2,000</b>	<b>2,700</b>
<b>EXPENDITURES</b>			
Court Software/Hardware	2,600	2,700	2,700
<b>TOTAL EXPENSES</b>	<b>2,600</b>	<b>2,700</b>	<b>2,700</b>
<b>REV OVER/(UNDER) EXP</b>			
Transfer in from Fund Balance	(900)	(700)	-
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>1,965</b>	<b>1,265</b>	<b>1,265</b>

# Court Truancy Fund - Restricted

Fund: 230

	FY 2023 Adopted Budget	FY 2024 Proposed Budget	FY 2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b>6,122</b>	<b>7,822</b>	<b>10,322</b>
<b>REVENUE</b>			
Court Technology Revenue	1,700	2,500	3,700
Local Truancy and Prevention Diversion Fee		1,700	1,700
<b>TOTAL</b>	<b>1,700</b>	<b>2,500</b>	<b>3,700</b>
<b>EXPENDITURES</b>			
	-	-	-
	-	-	-
<b>TOTAL EXPENSES</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>REV OVER/(UNDER) EXP</b>	<b>1,700</b>	<b>2,500</b>	<b>3,700</b>
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>7,822</b>	<b>10,322</b>	<b>14,022</b>

Town of Bartonville  
Community Development Corporation

Item F3.

Fund: 800

	FY 2023 Adopted Budget	FY 2024 Amended Budget	FY 2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b>653,750</b>	<b>497,000</b>	<b>497,000</b>
<b>REVENUES</b>			
Sales Tax Revenue	197,950	120,000	120,000
Interest Earned	2,000	25,000	25,000
Transfer In from Fund Balance		252,725	2,125
<b>TOTAL REVENUE</b>	<b>199,950</b>	<b>397,725</b>	<b>147,125</b>
<b>EXPENDITURES</b>			
Grant Expenses/Projects	100,000	243,500	100,000
<b>Other</b>	<b>20,875</b>	<b>15,625</b>	<b>12,625</b>
<i>Marketing</i>		<i>14,500</i>	<i>12,000</i>
<i>Postage</i>		<i>625</i>	<i>625</i>
<b>Supplies</b>	<b>4,500</b>	<b>1,500</b>	<b>1,500</b>
<i>Computer Software</i>		<i>1,000</i>	<i>1,000</i>
<i>Copier/Printing Expense and Supplies</i>		<i>500</i>	<i>500</i>
<b>Contracted Services</b>	<b>62,100</b>	<b>37,100</b>	<b>13,000</b>
<i>Consulting Fees</i>		<i>25,000</i>	<i>1,500</i>
<i>Legal</i>		<i>6,000</i>	<i>1,500</i>
<i>Traffic Study</i>		<i>6,100</i>	<i>10,000</i>
Old Town Improvements		50,000	-
Old Town Maintenance & Repairs	40,000	40,000	10,000
Salary Transfer to Town	20,000	10,000	10,000
<b>TOTAL EXPENSES</b>	<b>247,475</b>	<b>397,725</b>	<b>147,125</b>
<b>REV OVER/(UNDER) EXP</b>			
	<b>(47,525)</b>	-	-
Transfer in from Fund Balance		2,125	2,125
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>606,225</b>	<b>497,000</b>	<b>497,000</b>

Town of Bartonville  
Crime Control Prevention District

Item F3.

Fund: 900

	FY 2023 Adopted Budget	FY 2024 Amended Budget	FY 2025 Proposed Budget
<b>ESTIMATED BEGINNING FUND BALANCE</b>	<b>187,317</b>	<b>178,517</b>	<b>425,000</b>
<b>REVENUES</b>			
Sales Tax Revenue	96,750	100,000	120,000
Interest Earned	400	7,000	7,000
Grants and Donations	1,500	1,500	1,500
<b>TOTAL REVENUE</b>	<b>98,650</b>	<b>108,500</b>	<b>128,500</b>
<b>EXPENDITURES</b>			
Audit Accounting Expense	250	250	250
Bonds	200	200	200
<b>Police/Other</b>	<b>36,500</b>	<b>37,500</b>	<b>39,500</b>
<i>Blue Santa</i>	<i>1,500</i>		<i>1,500</i>
<i>National Night Out</i>	<i>3,000</i>		<i>3,000</i>
<i>Salary to Town*</i>	<i>30,000</i>		<i>30,000</i>
<i>Training Expense</i>	<i>3,000</i>		<i>5,000</i>
<b>Police/Supplies</b>	<b>70,500</b>	<b>184,200</b>	<b>189,450</b>
<i>Computer Software</i>	<i>13,200</i>		<i>13,200</i>
<i>Equipment</i>	<i>50,000</i>		<i>71,250</i>
<i>Uniform &amp; Apparel Expense</i>	<i>9,000</i>		<i>9,000</i>
<i>Squad Car Accessories</i>	<i>16,000</i>		<i>1,000</i>
<i>Vehicle Maintenance</i>	<i>16,000</i>		<i>15,000</i>
<i>Vehicle Replacement</i>	<i>80,000</i>		<i>80,000</i>
<b>TOTAL EXPENSES</b>	<b>107,450</b>	<b>222,150</b>	<b>229,400</b>
<b>REV OVER/(UNDER) EXP</b>	<b>(8,800)</b>	<b>(113,650)</b>	<b>(100,900)</b>
Transfer in from Fund Balance	<i>2,650</i>		
<b>ESTIMATED ENDING FUND BALANCE</b>	<b>178,517</b>	<b>64,867</b>	<b>324,100</b>

### 2024 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 0.0 (Interest & Sinking or Debt Rate)  
**(proposed I&S rate must match line 48 on worksheet)**

Proposed Total Rate 0.173646

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

Thad Chambers  
Printed name

  
Signature

8/6/2024  
Date

# 2024 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

TOWN OF BARTONVILLE  
 Taxing Unit Name  
 1941 E. Jeter, Bartonville, Texas, 76226  
 Taxing Unit's Address, City, State, ZIP Code

817) 693-5280  
 Phone (area code and number)  
 www.townofbartonville.com  
 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.	<b>Prior year total taxable value.</b> 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). <sup>1</sup>	\$ 650,475,192
2.	<b>Prior year tax ceilings.</b> 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. <sup>2</sup>	\$ 120,259,183
3.	<b>Preliminary prior year adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 530,216,009
4.	<b>Prior year total adopted tax rate.</b>	\$ 0.173646 /\$100
5.	<b>Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.</b> A. Original prior year ARB values: ..... \$ 45,564,738 B. Prior year values resulting from final court decisions: ..... - \$ 35,659,696 C. Prior year value loss. Subtract B from A. <sup>3</sup>	\$ 9,905,042
6.	<b>Prior year taxable value subject to an appeal under Chapter 42, as of July 25.</b> A. Prior year ARB certified value: ..... \$ 0 B. Prior year disputed value: ..... - \$ 0 C. Prior year undisputed value. Subtract B from A. <sup>4</sup>	\$ 0
7.	<b>Prior year Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 9,905,042

<sup>1</sup> Tex. Tax Code §26.012(14)  
<sup>2</sup> Tex. Tax Code §26.012(14)  
<sup>3</sup> Tex. Tax Code §26.012(13)  
<sup>4</sup> Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 540,121,051
9.	<b>Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2023.</b> Enter the prior year value of property in deannexed territory. <sup>5</sup>	\$ 0
10.	<p><b>Prior year taxable value lost because property first qualified for an exemption in the current year.</b> 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><b>A. Absolute exemptions.</b> Use prior year market value: ..... \$ 71,366</p> <p><b>B. Partial exemptions.</b> Current year exemption amount or current year percentage exemption times prior year value: ..... + \$ 1,059,820</p> <p><b>C. Value loss.</b> Add A and B.<sup>6</sup></p>	\$ 1,131,186
11.	<p><b>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.</b> 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><b>A. Prior year market value:</b> ..... \$ 650,207</p> <p><b>B. Current year productivity or special appraised value:</b> ..... - \$ 2,482</p> <p><b>C. Value loss.</b> Subtract B from A.<sup>7</sup></p>	\$ 647,725
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 1,778,911
13.	<b>Prior year captured value of property in a TIF.</b> 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. <sup>8</sup> If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	<b>Prior year total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 538,342,140
15.	<b>Adjusted prior year total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 934,809
16.	<b>Taxes refunded for years preceding the prior tax year.</b> 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. <sup>9</sup>	\$ 13,267
17.	<b>Adjusted prior year levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ 948,076
18.	<p><b>Total current year taxable value on the current year certified appraisal roll today.</b> 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.<sup>11</sup></p> <p><b>A. Certified values:</b> ..... \$ 745,877,489</p> <p><b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ _____</p> <p><b>C. Pollution control and energy storage system exemption:</b> 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><b>D. Tax increment financing:</b> 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 23 below.<sup>12</sup> ..... - \$ 0</p> <p><b>E. Total current year value.</b> Add A and B, then subtract C and D.</p>	\$ 745,877,489

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

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<b>Total value of properties under protest or not included on certified appraisal roll.</b> <sup>13</sup> <b>A. Current year taxable value of properties under protest.</b> 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. <sup>14</sup> ..... \$ <u>7,619,387</u> <b>B. Current year value of properties not under protest or included on certified appraisal roll.</b> 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. <sup>15</sup> ..... + \$ <u>0</u> <b>C. Total value under protest or not certified.</b> Add A and B. ..... \$ <u>7,619,387</u>	
20.	<b>Current year tax ceilings.</b> 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. <sup>16</sup>	\$ <u>136,950,480</u>
21.	<b>Current year total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$ <u>616,546,396</u>
22.	<b>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.</b> Include both real and personal property. Enter the current year value of property in territory annexed. <sup>18</sup>	\$ <u>0</u>
23.	<b>Total current year taxable value of new improvements and new personal property located in new improvements.</b> 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 <b>do</b> include property on which a tax abatement agreement has expired for the current year. <sup>19</sup>	\$ <u>32,333,874</u>
24.	<b>Total adjustments to the current year taxable value.</b> Add Lines 22 and 23.	\$ <u>32,333,874</u>
25.	<b>Adjusted current year taxable value.</b> Subtract Line 24 from Line 21.	\$ <u>584,212,522</u>
26.	<b>Current year NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$ <u>0.162282</u> /\$100
27.	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. <sup>21</sup>	\$ _____ /\$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.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<b>Prior year M&amp;O tax rate.</b> Enter the prior year M&O tax rate.	\$ <u>0.173646</u> /\$100
29.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>540,121,051</u>

<sup>13</sup> Tex. Tax Code §26.01(c) and (d)  
<sup>14</sup> Tex. Tax Code §26.01(c)  
<sup>15</sup> Tex. Tax Code §26.01(d)  
<sup>16</sup> Tex. Tax Code §26.012(6)(B)  
<sup>17</sup> Tex. Tax Code §26.012(6)  
<sup>18</sup> Tex. Tax Code §26.012(17)  
<sup>19</sup> Tex. Tax Code §26.012(17)  
<sup>20</sup> Tex. Tax Code §26.04(c)  
<sup>21</sup> Tex. Tax Code §26.04(d)



Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	<b>Total prior year M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100.	\$ 937,898
31.	<p><b>Adjusted prior year levy for calculating NNR M&amp;O rate.</b></p> <p><b>A. M&amp;O taxes refunded for years preceding the prior tax year.</b> Enter the amount of M&amp;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 2023. This line applies only to tax years preceding the prior tax year..... + \$ <u>13,267</u></p> <p><b>B. Prior year taxes in TIF.</b> 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..... - \$ <u>0</u></p> <p><b>C. Prior year transferred function.</b> 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. .... +/- \$ <u>0</u></p> <p><b>D. Prior year M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ <u>13,267</u></p> <p><b>E. Add Line 30 to 31D.</b></p>	\$ 951,165
32.	<b>Adjusted current year taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 584,212,522
33.	<b>Current year NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.162811 /\$100
34.	<p><b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup></p> <p><b>A. Current year state criminal justice mandate.</b> 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. \$ <u>0</u></p> <p><b>B. Prior year state criminal justice mandate.</b> 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..... - \$ <u>0</u></p> <p><b>C. Subtract B from A and divide by Line 32 and multiply by \$100.....</b> \$ <u>0.000000</u> /\$100</p> <p><b>D. Enter the rate calculated in C. If not applicable, enter 0.</b></p>	\$ 0.000000 /\$100
35.	<p><b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup></p> <p><b>A. Current year indigent health care expenditures.</b> 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..... \$ <u>0</u></p> <p><b>B. Prior year indigent health care expenditures.</b> 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, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose..... - \$ <u>0</u></p> <p><b>C. Subtract B from A and divide by Line 32 and multiply by \$100.....</b> \$ <u>0.000000</u> /\$100</p> <p><b>D. Enter the rate calculated in C. If not applicable, enter 0.</b></p>	\$ 0.000000 /\$100

<sup>22</sup> [Reserved for expansion]

<sup>23</sup> Tex. Tax Code §26.044

<sup>24</sup> Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<p><b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup></p> <p><b>A. Current year indigent defense compensation expenditures.</b> 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..... \$ <u>0</u></p> <p><b>B. Prior year indigent defense compensation expenditures.</b> 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, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ <u>0</u></p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p><b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p><b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.</p>	\$ <u>0.000000</u> /\$100
37.	<p><b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup></p> <p><b>A. Current year eligible county hospital expenditures.</b> 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..... \$ <u>0</u></p> <p><b>B. Prior year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. .... \$ <u>0</u></p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p><b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p><b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.</p>	\$ <u>0.000000</u> /\$100
38.	<p><b>Rate adjustment for defunding municipality.</b> 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><b>A. Amount appropriated for public safety in the prior year.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year..... \$ <u>0</u></p> <p><b>B. Expenditures for public safety in the prior year.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ <u>0</u></p> <p><b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p><b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ <u>0.000000</u> /\$100
39.	<p><b>Adjusted current year NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	\$ <u>0.162811</u> /\$100
40.	<p><b>Adjustment for prior year sales tax specifically to reduce property taxes.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&amp;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><b>A.</b> Enter the amount of additional sales tax collected and spent on M&amp;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..... \$ <u>0</u></p> <p><b>B.</b> Divide Line 40A by Line 32 and multiply by \$100..... \$ <u>0.000000</u> /\$100</p> <p><b>C.</b> Add Line 40B to Line 39.</p>	\$ <u>0.162811</u> /\$100
41.	<p><b>Current year voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below.</p> <p><b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p><b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ <u>0.168509</u> /\$100

<sup>25</sup> Tex. Tax Code §26.0442  
<sup>26</sup> Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<p><b>Disaster Line 41 (D41): Current year voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> 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 40C by 1.08. <sup>27</sup> If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ 0.000000 /\$100
42.	<p><b>Total current year debt to be paid with property taxes and additional sales tax revenue.</b> 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&amp;O expenses.</p> <p><b>A. Debt</b> 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. <sup>28</sup></p> <p>Enter debt amount ..... \$ 0</p> <p><b>B.</b> Subtract <b>unencumbered fund amount</b> used to reduce total debt. .... - \$ 0</p> <p><b>C.</b> Subtract <b>certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... - \$ 0</p> <p><b>D.</b> Subtract <b>amount paid</b> from other resources ..... - \$ 0</p> <p><b>E. Adjusted debt.</b> Subtract B, C and D from A. .... \$ 0</p>	\$ 0
43.	<b>Certified prior year excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ 0
44.	<b>Adjusted current year debt.</b> Subtract Line 43 from Line 42E.	\$ 0
45.	<p><b>Current year anticipated collection rate.</b></p> <p><b>A.</b> Enter the current year anticipated collection rate certified by the collector. <sup>30</sup> ..... 100.00 %</p> <p><b>B.</b> Enter the prior year actual collection rate..... 98.36 %</p> <p><b>C.</b> Enter the 2022 actual collection rate. .... 101.84 %</p> <p><b>D.</b> Enter the 2021 actual collection rate. .... 101.02 %</p> <p><b>E.</b> 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%. <sup>31</sup></p>	100.00 %
46.	<b>Current year debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ 0
47.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 616,546,396
48.	<b>Current year debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.000000 /\$100
49.	<b>Current year voter-approval M&amp;O rate plus current year debt rate.</b> Add Lines 41 and 48.	\$ 0.168509 /\$100
D49.	<p><b>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ 0.000000 /\$100

<sup>27</sup> Tex. Tax Code §26.042(a)  
<sup>28</sup> Tex. Tax Code §26.012(7)  
<sup>29</sup> Tex. Tax Code §26.012(10) and 26.04(b)  
<sup>30</sup> Tex. Tax Code §26.04(b)  
<sup>31</sup> Tex. Tax Code §26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	<b>COUNTIES ONLY.</b> 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
51.	<b>Taxable Sales.</b> 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. <sup>32</sup> 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
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. <sup>33</sup> <b>Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. <sup>34</sup> - or - <b>Taxing units that adopted the sales tax before November of the prior year.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
53.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 616,546,396
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.000000 / \$100
55.	<b>Current year NNR tax rate, unadjusted for sales tax.</b> <sup>35</sup> Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.162282 / \$100
56.	<b>Current year NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year,</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.162282 / \$100
57.	<b>Current year voter-approval tax rate, unadjusted for sales tax.</b> <sup>36</sup> Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.168509 / \$100
58.	<b>Current year voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ 0.168509 / \$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
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. <sup>37</sup> The taxing unit shall provide its tax assessor-collector with a copy of the letter. <sup>38</sup>	\$ 0
60.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 616,546,396
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.000000 / \$100

<sup>32</sup> Tex. Tax Code §26.041(d)  
<sup>33</sup> Tex. Tax Code §26.041(i)  
<sup>34</sup> Tex. Tax Code §26.041(d)  
<sup>35</sup> Tex. Tax Code §26.04(c)  
<sup>36</sup> Tex. Tax Code §26.04(c)  
<sup>37</sup> Tex. Tax Code §26.045(d)  
<sup>38</sup> Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
<b>62.</b>	<b>Current year voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.168509 /\$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.<sup>39</sup> 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.<sup>40</sup>

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;<sup>41</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501 (a);<sup>42</sup> 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.<sup>43</sup>

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>44</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
<b>63.</b>	<b>Year 3 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</b>	
	A. Voter-approval tax rate (Line 67).....	\$ 0.187639 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.031526 /\$100
	C. Subtract B from A.....	\$ 0.156113 /\$100
	D. Adopted Tax Rate.....	\$ 0.173646 /\$100
	E. Subtract D from C.....	\$ -0.017533 /\$100
	F. 2023 Total Taxable Value (Line 60).....	\$ 549,182,086
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
<b>64.</b>	<b>Year 2 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</b>	
	A. Voter-approval tax rate (Line 67).....	\$ 0.205172 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.042033 /\$100
	C. Subtract B from A.....	\$ 0.163139 /\$100
	D. Adopted Tax Rate.....	\$ 0.173646 /\$100
	E. Subtract D from C.....	\$ -0.010507 /\$100
	F. 2022 Total Taxable Value (Line 60).....	\$ 461,333,077
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 0
<b>65.</b>	<b>Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value</b>	
	A. Voter-approval tax rate (Line 67).....	\$ 0.215679 /\$100
	B. Unused increment rate (Line 66).....	\$ 0.022499 /\$100
	C. Subtract B from A.....	\$ 0.193180 /\$100
	D. Adopted Tax Rate.....	\$ 0.173646 /\$100
	E. Subtract D from C.....	\$ 0.019534 /\$100
	F. 2021 Total Taxable Value (Line 60).....	\$ 411,940,479
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	\$ 80,468
<b>66.</b>	<b>Total Foregone Revenue Amount.</b> Add Lines 63G, 64G and 65G	\$ 80,468 /\$100
<b>67.</b>	<b>2024 Unused Increment Rate.</b> Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.013051 /\$100
<b>68.</b>	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.181560 /\$100

<sup>39</sup> Tex. Tax Code §26.013(b)  
<sup>40</sup> Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)  
<sup>41</sup> Tex. Tax Code §526.04(c)(2)(A) and 26.042(a)  
<sup>42</sup> Tex. Tax Code §526.0501(a) and (c)  
<sup>43</sup> Tex. Local Gov't Code §120.007(d)  
<sup>44</sup> Tex. Local Gov't Code §120.007(d)

**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.<sup>44</sup> 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.<sup>45</sup>

Line	De Minimis Rate Worksheet	Amount/Rate
69.	<b>Adjusted current year NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.162811 /\$100
70.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 616,546,396
71.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.081096 /\$100
72.	<b>Current year debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.000000 /\$100
73.	<b>De minimis rate.</b> Add Lines 69, 71 and 72.	\$ 0.243907 /\$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.<sup>48</sup>

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.<sup>49</sup>

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
74.	<b>2023 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.173646 /\$100
75.	<b>Adjusted 2023 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line.  If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 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 2023 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 2023, 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 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. <sup>50</sup> Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2023 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
76.	<b>Increase in 2023 tax rate due to disaster.</b> Subtract Line 75 from Line 74.	\$ 0.000000 /\$100
77.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 538,342,140
78.	<b>Emergency revenue.</b> Multiply Line 76 by Line 77 and divide by \$100.	\$ 0
79.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 584,212,522
80.	<b>Emergency revenue rate.</b> Divide Line 78 by Line 79 and multiply by \$100. <sup>51</sup>	\$ 0.000000 /\$100

<sup>44</sup> Tex. Tax Code §26.04(c)(2)(B)  
<sup>45</sup> Tex. Tax Code §26.012(8-a)  
<sup>47</sup> Tex. Tax Code §26.063(a)(1)  
<sup>48</sup> Tex. Tax Code §26.042(b)  
<sup>49</sup> Tex. Tax Code §26.042(f)  
<sup>50</sup> Tex. Tax Code §26.042(c)  
<sup>51</sup> Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	<b>Current year voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ <u>0.181560</u> /\$100

**SECTION 8: Total Tax Rate**

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate.** ..... \$ 0.162282 /\$100  
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  
 Indicate the line number used: 26
- Voter-approval tax rate.** ..... \$ 0.181560 /\$100  
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax),  
 Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).  
 Indicate the line number used: 68
- De minimis rate.** ..... \$ 0.243907 /\$100  
 If applicable, enter the current year de minimis rate from Line 73.

**SECTION 9: 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.<sup>52</sup>

**print here** ▶ Thad Chambers  
 Printed Name of Taxing Unit Representative

**sign here** ▶   
 Taxing Unit Representative

8/6/2024  
 Date

<sup>52</sup> Tex. Tax Code §926.04(c-2) and (d-2)



# TOWN COUNCIL COMMUNICATION

**DATE:** September 17, 2024

**FROM:** Thad Chambers, Town Administrator

**AGENDA ITEM:** Discuss and consider approval of an ordinance ratifying Ad Valorem property tax revenue reflected in the adopted Fiscal Year October 1, 2024 to September 30, 2025 Annual Budget.

## **SUMMARY:**

Per Texas State Laws, the Town is required to publish notice concerning the 2024 property tax rates for the Town of Bartonville regarding the no-new-revenue tax rate and the voter-approval tax rate and notice of the public meeting.

The proposed tax rate of \$0.173646 is more than the no-new-revenue tax rate and less than the voter-approval tax rate. As a result, the Town is not required to hold an election to seek voter approval of the rate, however, citizens may still express their support for or opposition to the proposed tax rate.

Current Rate	\$0.173646
No-new-revenue Rate	\$0.162282
Voter-approval Rate	\$0.181560
De minimis Rate	\$0.243907

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 2024 appraisal roll including estimated values is \$745,877,489. Once the tax rate is approved, the Town will be able to calculate its 2024 tax levy (i.e., property tax revenue). These funds will be used to cover operating and maintenance expenses.

## **FISCAL INFORMATION:**

\$1,200,000 based on certified estimate roll at collection rate of 100%

## **RECOMMENDED MOTION OR ACTION:**

I move that the property tax rate be increased by the adoption of a tax rate of 0.173646, which is effectively a 12.06 percent increase in the tax rate; and move to approve an ordinance adopting the 2024 tax rolls and fixing and levying municipal ad valorem taxes for the fiscal year beginning October 1, 2024, and ending September 30, 2025, and for each fiscal year thereafter until otherwise provided, at the rate of \$0.173646 per \$100 assessed valuation on all taxable property within the corporate limits of the Town of Bartonville as of January 1, 2024.

## **ATTACHMENTS:**

- Draft Ordinance
- Notice of Meeting Affidavit



**TOWN OF BARTONVILLE, TEXAS  
ORDINANCE NO. 773-24**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, AND FOR EACH FISCAL YEAR THEREAFTER UNTIL OTHERWISE PROVIDED, AT A RATE OF \$0.173646 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2024; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING FOR APPROVAL OF THE 2024 TAX ROLLS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council hereby finds that the tax rate for the fiscal year beginning October 1, 2024, and ending September 30, 2025, hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

**WHEREAS**, the Town Council has approved by a separate Ordinance adopting the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

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

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

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

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

**SECTION 1**

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

**SECTION 2**

There be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2024, and ending September 30, 2025, and for each fiscal year thereafter until otherwise provided, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Bartonville, Texas, and not exempt by the Constitution of the State and valid state laws, a tax rate of \$0.173646 on each One Hundred Dollars (\$100) assessed value of all taxable property within the Town, which shall be apportioned and distributed for the purpose of defraying the current expenses of the municipal government of the Town.

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

**THIS BUDGET WILL RAISE MORE REVENUE FROM PROPERTY TAXES THAN LAST YEAR’S BUDGET BY AN AMOUNT OF \$132,554, WHICH IS A 12.06 PERCENT INCREASE FROM LAST YEAR’S BUDGET. OF THAT AMOUNT, \$56,147 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 10.00 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS FOR THE AVERAGE HOMESTEAD BY APPROXIMATELY \$149.68.**

**SECTION 3**

All ad valorem taxes shall become due and payable on October 1, 2024, and all ad valorem taxes shall become delinquent after January 31, 2025. There shall be no discount for payment of taxes prior to said January 31, 2024. If any person fails to pay said ad valorem taxes on or before January 31, 2025, the following penalties shall be payable thereon, to-wit:

- During the month of February 2025, six percent (6%)
- During the month of March 2025, seven percent (7%)
- During the month of April 2025, eight percent (8%)
- During the month of May 2025, nine percent (9%)
- During the month of June 2025, ten percent (10%)
- On or after July 1, 2025, twelve percent (12%)

#### **SECTION 4**

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

#### **SECTION 5**

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

#### **SECTION 6**

The Town Council hereby accepts the 2024 tax rolls of the Town of Bartonville, Texas, based upon the certified appraisal roll and roll under protest as approved by the Appraisal Review Boards of the Denton Central Appraisal District, to be used for the authorized collection of ad valorem taxes for the fiscal year beginning October 1, 2024, and ending September 30, 2025.

#### **SECTION 7**

Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2024 taxes and taxes for all subsequent years become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount of twenty percent (20%) of the total amount of tax, penalty and interest then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2025.

#### **SECTION 8**

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the Town further provides that all 2024 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional 20% of the delinquent tax, penalty and interest.

#### **SECTION 9**

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

**SECTION 10**

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

**SECTION 11**

The fact that it is necessary that this Ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning October 1, 2024, and ending September 30, 2025, requires that this Ordinance shall take effect from and after its passage as the law in such cases provides.

**DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF BARTONVILLE, TEXAS, BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_ ON THIS 17th DAY OF SEPTEMBER 2024.**

<b>Vote on Motion</b>	<b>For</b>	<b>Against</b>
Matt Chapman, Mayor Pro Tem		
Jim Roberts, Place 1	<b>ABSENT</b>	
Clay Sams, Place 3		
Keith Crandall, Place 4		
Margi Arens, Place 5		

**APPROVED:**

\_\_\_\_\_  
 Jaclyn Carrington, Mayor

**ATTEST:**

\_\_\_\_\_  
 Shannon Montgomery, TRMC, Town Secretary

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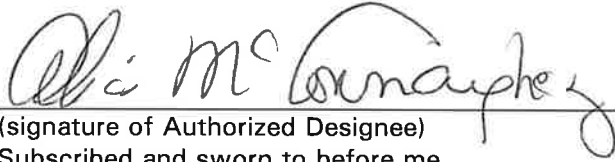
3555 Duchess Drive  
P.O. Box 369  
Denton, TX 76202  
940-387-3811

Publication(s): Denton Record-Chronicle

## PROOF OF PUBLICATION

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

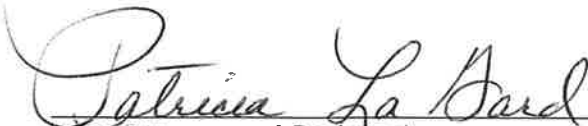
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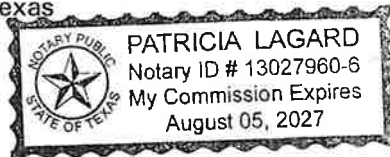
(signature of Authorized Designee)  
Subscribed and sworn to before me  
this 8th day of September, 2024 by



(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: 56772

Price: \$1265.00

### Notice of Public Hearing on Tax Rate

The Lakes Fresh Water Supply District of Denton County will hold a public hearing on a proposed tax rate for the tax year 2024 on Tuesday, September 17, 2024 at 5:30 p.m. at the following location:16000 N. Dallas Parkway, Suite 350, Dallas, Texas 75248.

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: Debbie Reuther, Paula Barnhouse, Sukhui Gibb, and Blair Thomas
Against the proposal: None
Absent, not voting: Nancy Heintel

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.

Table with 3 columns: Category, 2023 Last Year, 2024 This Year. Rows include Total tax rate, Difference in rates, Percentage increase/decrease, Average residence homestead appraised value, Total homestead exemption, Average residence homestead taxable value, Tax on average residence homestead, and Annual increase/decrease in taxes.

#### NOTICE OF TAXPAYERS RIGHT TO ROLLBACK ELECTION

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, Texas Water Code.

### 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 \$0.162282 per \$100
VOTER-APPROVAL TAX RATE \$0.181560 per \$100
DE MINIMIS TAX RATE \$0.243907 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for TOWN OF BARTONVILLE from the same properties in both the 2023 tax year and the 2024 tax year.

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

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF BARTONVILLE is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 17, 2024 AT 6:30PM AT 1941 E Jeter Road, Bartonville, TX 76226.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF BARTONVILLE is not required to hold an election at which voters may accept or reject 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: Jim Roberts, Council Member - Place 1; Matt Chapman, Mayor Pro Tem; Clay Sams, Council Member - Place 3; Keith Crandall, Council Member - Place 4; Margie Arens, Council Member - Place 5
AGAINST the proposal: None
PRESENT and not voting: Jaclyn Carrington, Mayor
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.

Table with 4 columns: Category, 2023, 2024, Change. Rows include Total tax rate, Average homestead taxable value, Tax on average homestead, and Total tax levy on all properties.

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 INCREASE

A tax rate of \$0.514800 per \$100 valuation has been proposed by the governing body of CITY OF CORINTH.

- PROPOSED TAX RATE \$0.514800 per \$100
NO-NEW-REVENUE TAX RATE \$0.492090 per \$100
VOTER-APPROVAL TAX RATE \$0.514900 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for CITY OF CORINTH from the same properties in both the 2023 tax year and the 2024 tax year.

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

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF CORINTH is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 19, 2024 AT 6:30PM AT Corinth City Hall 3300 Corinth Pkwy, Corinth, TX.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF CORINTH is not required to hold an election at which voters may accept or reject 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: Sam Burke, KellyPickens, Lindsey Rayl; Scott Garber, Tina Henderson

- AGAINST the proposal: None
PRESENT and not voting: Bill Heidemann-Mayor
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 CITY OF CORINTH last year to the taxes proposed to be imposed on the average residence homestead by CITY OF CORINTH this year.

Table with 4 columns: Category, 2023, 2024, Change. Rows include Total tax rate, Average homestead taxable value, Tax on average homestead, and Total tax levy on all properties.

For assistance with tax calculations, please contact the tax assessor for CITY OF CORINTH at 940-498-3200 or budget@cityofcorinth.com, or visit https://www.cityofcorinth.com for more information.

### 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 2024 on Thursday, September 19, 2024, at 6:00 p.m. at 1230 Brendan Dr., Little Elm, Texas 75068.

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.

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
PRESENT and 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.

Table with 3 columns: Category, Last Year, This Year. Rows include Total tax rate, Difference in tax rates, Percentage proposed increase/decrease, Average appraised value, Total homestead exemption, Average taxable value, Taxes on average residence homestead, Annual increase/decrease in taxes, and Percentage of increase/decrease.

#### 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.