



Chad Mees, Mayor  
Philip Weaver, Mayor Pro Tem  
Gayle Jones, Council Member  
Vickie Cooper, Council Member  
Jesse Luna, Council Member  
Shelton Gilmore, Council Member

## NOTICE AND AGENDA OF A CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS

Notice is hereby given that the City Council of the City of Bartlett, Texas will hold a

### Regular Called Meeting

7:00 PM

Monday, August 14<sup>th</sup>, 2023

Bartlett City Hall

140 W Clark Street, Bartlett, TX 76511

For citizen comments, please contact Brenda Kelley, City Clerk at ([municipalcourt@bartlett-tx.us](mailto:municipalcourt@bartlett-tx.us)).

### CALL TO ORDER, DECLARE A QUORUM, PLEDGE OF ALLEGIANCE, AND INVOCATION

### CITIZENS COMMUNICATION

*(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Public comments are limited to 3 minutes.)*

### BOARDS, COMMISSIONS, & COMMITTEES PRESENTATIONS, PROCLAMATIONS

1. Cemetery Committee Monthly Update
2. Teinert Memorial Library Board Monthly Update
3. Municipal Development District (MDD) Monthly Update
4. Parks & Facilities Committee Monthly Update

### CONSENT AGENDA

*(The Consent Agenda includes non-controversial and routine items the Council may act on with one single vote. Any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)*

5. Receive monthly department reports:
  - a. City Administrator
  - b. City Secretary
  - c. Municipal Court
  - d. Development Services
  - e. Utility Billing
  - f. Public Works
  - g. Police

### PUBLIC HEARINGS / ORDINANCES

6. Discuss, review, and take any necessary action related to approving an ordinance ordering a special election to terminate Bartlett Economic Development Corporation and its associated sales tax and adopting a one-half percent (0.5) sales tax to be deposited in the general fund resulting in no net change in the total sales tax rate.

### REGULAR AGENDA: REVIEW/DISCUSS AND CONSIDER ACTION

7. Discuss and review variance request for 300 Pietzsch Street by applicant.



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8. Discuss, review, and take any necessary action related to Holding Record Vote for FY 2024 Proposed Tax Rate
9. Discuss, review, and take any necessary action related to Setting Time and Date for FY 2024 Budget Hearing.
10. Discuss, review, and take any necessary action related to Setting Time and Date for FY 2024 Tax Rate Hearing.
11. Discuss, review, and take any necessary action to adopt a standard pole attachment agreement.
12. Discuss, review and take any necessary action to approve a resolution changing bank signatories.

#### EXECUTIVE SESSION:

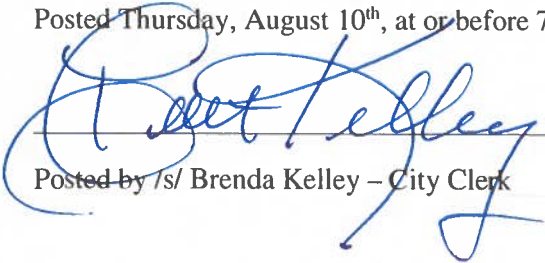
#### FUTURE AGENDA ITEMS

#### ADJOURN

*All items listed on the agenda are eligible for discussion and/or action. The City Council reserves the right to retire into executive session at any time during the course of this meeting to deliberate any of the matters listed, as authorized by Texas Government 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about gifts and donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development). All final deliberations and actions of the governing body shall be held in an open meeting as required by Texas Government Code 551.102.*

I certify this agenda was posted, pursuant to Texas Government Code 551.043, at least 72 hours prior to the commencement of the meeting in accordance with the Texas Open Meetings Act.

Posted Thursday, August 10<sup>th</sup>, at or before 7:00 P.M.

  
Posted by /s/ Brenda Kelley – City Clerk



## DEPARTMENT REPORTS – City Administrator

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### Project Updates

- TxDOT Safe Routes to School
  - Estimated construction start - June 2024
- Williamson County ARPA
  - Awarded on August 8, 2023 at Commissioners Court in the amount of \$430,900
    - Replacing the standpipe, thrust blocks, valves and other related components
    - Install additional booster pump
    - Install 50,000-gallon Ground Storage Tank
    - Install atmospheric and isolation valving
- Williamson County Bond Election – November 7, 2023
  - On the bond - Salt Lake, Brook, and Front Street

### Organizational Updates

- New Permit Clerk – Kathleen Sandoval (Start August 14, 2023)
- In the process to hire a superintendent

### Other Updates

- Updates to the website
  - Permits – <https://www.bartlett-tx.us/planning/page/permits>
  - Development Requirements – <https://www.bartlett-tx.us/planning/page/development-requirements>
  - Citizen Complaint/Request Form – <https://www.bartlett-tx.us/citycouncil/webform/citizens-requestcomplaint-form>
  - Public Information Requests and associated charges - <https://www.bartlett-tx.us/secretary/page/open-records-requests>



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PHILLIP WEAVER, PRO TEM  
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SHELTON GILMORE, COUNCILMAN

## CITY CLERK MONTHLY REPORT

July 2023 beginning of role of City Clerk for Brenda Kelley

1. Open Records Requests:
  - a. Dale Dawson requested all permits give to address 324 W. Jackson  
2 permits were issued in the last few years.
    - i. Complied and sent to attorneys: [openrecords@txmunicipallaw.com](mailto:openrecords@txmunicipallaw.com)
  - b. FOIA requested building permit information from Sept 2021 to present
    - i. Complied and sent to attorneys: [openrecords@txmunicipallaw.com](mailto:openrecords@txmunicipallaw.com)
  - c. [Texas@Openthebooks.com](mailto:Texas@Openthebooks.com) has requested an electronic copy of all payment transactions for calendar year 2022 or fiscal year 2021-2022
    - i. Complied and sent to attorneys: [openrecords@txmunicipallaw.com](mailto:openrecords@txmunicipallaw.com)
  - d. Dale Dawson has requested all utility billing information for his brother Greg Dawson.
    - i. This is private information and cannot be released. As per contract with Bartlett Tx Utility Billing contract signed when account was opened.
  - e. Tammy Yannotti has requested multiple items and I am currently working with Mayra Cantu on getting all the information she has requested then will proceed to send to our attorneys and they will also estimate a cost for Ms. Yannotti to pay for the numerous documents.

Brenda Kelley  
City Clerk



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JESSE LUNA, COUNCILMAN  
SHELTON GILMORE, COUNCILMAN  
PHILLIP WEAVER, MAYOR PRO-TEM

Date: 8/1/23

Report: Municipal Court Monthly Report Date: 7/1/23 to 7/31/23

Court was held on Tuesday July 25, 2023. There were no defendants present and court was adjourned at 5:45 P.M.

There were 2 citations turned in for July and 6 for June 30<sup>th</sup>. For a total of 8 citations put in system for July.

Kept by the city:	\$ 1176.77
Paid to state:	\$ 312.13
Total	\$ 1488.90

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Separate because of prior offenses before the current ASYST program was installed and or offenders who have skipped out and are in collections.

MVBA Fines Collected \$ 0

**TOTAL PAID IN MUNICIPAL COURT:** \$ 1488.90

Brenda Kelley

Municipal Court

City of Bartlett  
Municipal Court Council Report  
From 7/1/2023 to 7/31/2023

8/1/2023 8:29 AM

**Violations by Type**

Traffic	Penal	City Ordinance	Parking	Other	Total
3	0	0	0	0	3

**Financial**

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$312.13	\$191.30	\$944.30	\$18.50	\$22.67	\$1,488.90

**Warrants**

Issued	Served	Closed	Total
140	0	131	271

**FTAs/VPTAs**

FTAs	VPTAs	Total
0	0	0

**Dispositions**

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
12	0	8	0	1	21

**Trials & Hearings**

Jury	Bench	Appeal	Total
0	0	0	0

**Omni/Scofflaw/Collection**

Omni	Scofflaw	Collections	Total
163	0	163	326



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PHILLIP WEAVER, MAYOR PRO-TEM  
VICKIE COOPER, COUNCILMAN  
JESSE LUNA, COUNCILMAN  
RAY USON, COUNCILMAN  
GAYLE JONES, COUNCILMAN

Date: August 1, 2023

Report: Monthly Utilities Report

Report Dates: July 1, 2023 through July 31, 2023

Residential Utilities	\$211,508.23
Commercial Utilities	\$30,508.38
Dumpsters	\$3,648.75
Water Improvement Loan	\$5,589.72
<b><u>Total</u></b>	<b><u>\$251,255.08</u></b>
Deposit Revenue	1,700.00
Paper Bills	743
Number of Active Accounts	636
New Residents	8
Service orders completed	163
Payment Plan Households	5



**BARTLETT POLICE DEPARTMENT  
CHIEF MARKUS HOLT  
202 NORTH DALTON STREET  
BARTLETT, TEXAS 76511  
(254)527-3733 OFFICE (254) 527-4256(FAX)**

**Below are the Event Priority Levels and Event Count for Dispatched Calls of Service**

Event Priority Level	Event Count
1	1
2	33
3	51
4	23

Total Dispatched Calls of Service: 108 Calls of Service

Total Non-Dispatched Calls of Service: 21 Calls of Service  
(No Event Priority Level)

Total Active Investigations: 7 Investigations Active (July)  
Total Closed Investigations: 4 Investigations  
(Suspended/Closed)

Total Dispatched Calls of Service Including Active  
Investigations and Non-Dispatched Calls of Service: 136  
Calls of Service

Total Arrests/Charges: 4

Total Active Duty Officers: 3 Total Officers

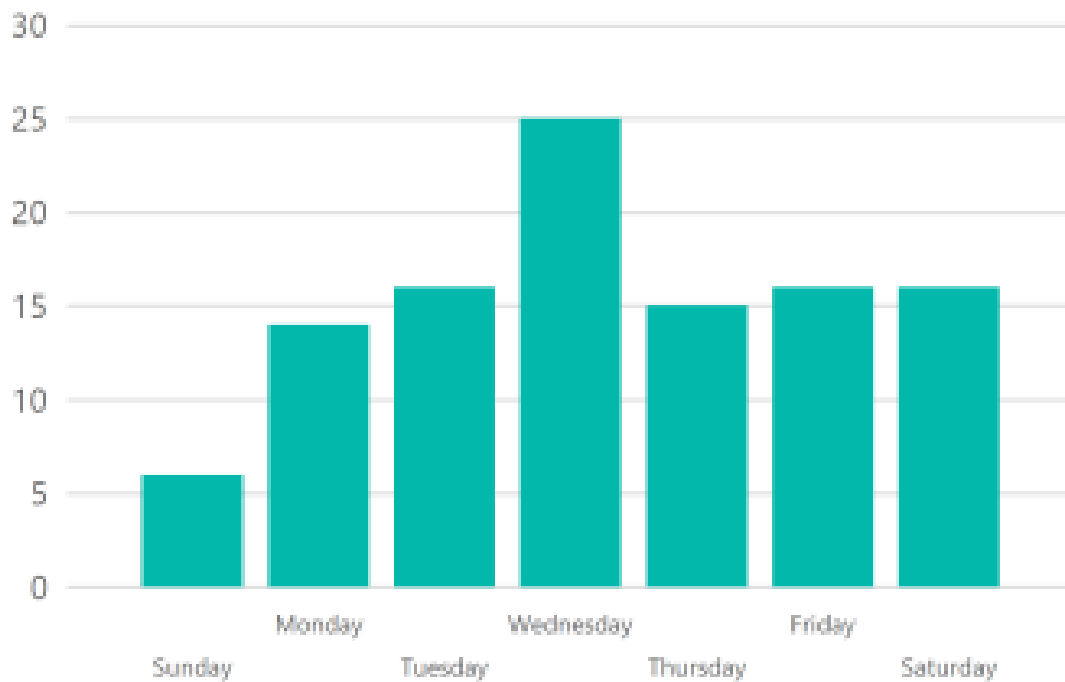




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**Below are Dispatched Event Counts by Day of the Week**

Event Counts by Day of Week

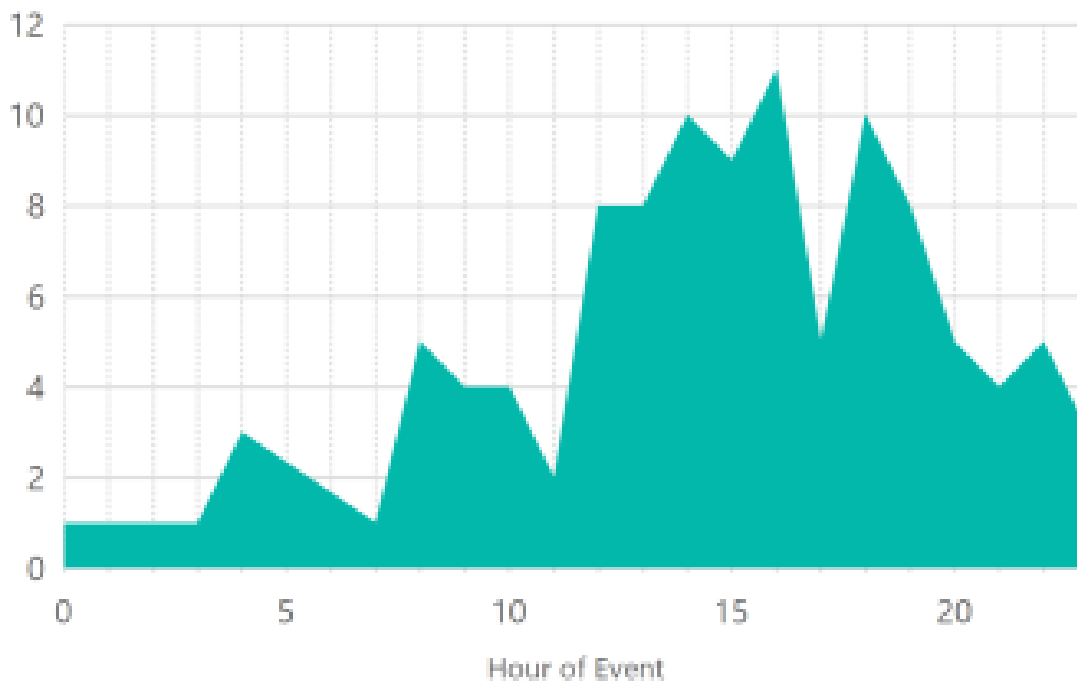




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**Below are Dispatched Event Counts by Hour of Day (24 Hr. Period)**

Event Counts by Hour of Day (24 hour)



ORDINANCE NO. 2023-0814-06

**AN ORDINANCE OF THE CITY OF BARTLETT, TEXAS, ORDERING A SPECIAL ELECTION TO CONSIDER DISSOLVING THE TYPE B ECONOMIC DEVELOPMENT CORPORATION AND ITS ASSOCIATED SALES TAX AND ADOPTING A ONE-HALF PERCENT (0.5) SALES TAX TO BE DEPOSITED IN THE GENERAL FUND RESULTING IN NO NET CHANGE IN THE TOTAL SALES TAX RATE; PROVIDING FOR THE CONDUCT OF THE ELECTION; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, the City Council of the City of Bartlett, Texas (the "City") hereby finds and determines that an election should be held to submit to the voters the question of dissolving its economic development corporation under *Chapter 505, Texas Local Government Code*, and reallocate the current one-half of one percent sales and use tax collected for the Economic Development Corporation to go towards the general fund;

**WHEREAS**, the City Council established the Economic Development Corporation in 2014, but never appointed a board since that time to the Economic Development Corporation;

**WHEREAS**, the Bartlett Economic Development Corporation (Type B) has accrued funds since its inception that have not been used due to there not being appointed members to its board;

**WHEREAS**, the City of Bartlett identifies the higher need of those funds for its annual operating budget in the general fund;

**WHEREAS**, the City of Bartlett, Texas (hereinafter the "City") intends to contract with Williamson County to conduct the City's election, pursuant to *Chapter 31, Tex. Elec. Code*, and *Chapter 791, Tex. Gov't Code* (the "Election Agreement" or "contract"), and such contract provides for political subdivisions subject to the contract that hold elections on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271, Tex. Elec. Code*;

**WHEREAS**, the City Council desires to conduct the election on the recommended proposition at the next uniform election date on November 7, 2023.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS THAT:**

**Section 1. Special Elections Ordered.** The following special elections are called and ordered to be held on the 7<sup>th</sup> day of November, 2023, the next uniform election date, in the City of Bartlett, Texas, for the purpose of submitting to the qualified voters of the City the following questions.

- (a) "Shall the City Council of the City of Bartlett be authorized to terminate its economic development corporation and is associated 1/2 of 1% sales and use tax for economic development and expenditures as permitted and authorized under the provisions of Article 5190.6 Section 4b, Vernon's Annotated Civil Statutes?"

**Section 2. Effective Date of Taxes If Approved.** (a) If approved by a majority vote of the registered voters of the City at such election, the sales and use taxes previously collected to finance development projects for the Bartlett Economic Development Corporation shall be transferred to the City of Bartlett as provided in Section 505.354(b), Texas Local Government Code.

(b) The Bartlett Economic Development Corporation may continue operations only as necessary to meet the obligations the corporation incurred before the date of the election (if any), including paying the principal of and interest on the corporation's bonds, and liquidate the corporation's assets and apply the proceeds to satisfy the corporation's obligations, to the extent practicable.

**Section 3. Effective Date of Change in Tax Collection.** If approved by a majority vote of the registered voters of the City at such election, any tax previously collected under Chapter 505, Texas Local Government Code, may not be collected after the last day of the first calendar quarter that begins after the City of Bartlett provides notice to the Texas Comptroller and the Secretary of State of the date the existence of the Type B corporation was terminated.

**Section 4. Ballots and Propositions.** The ballots for the election on the proposed sales and use tax for economic development imposed under Chapter 505, Texas Local Government Code shall comply with the *Tex. Elec. Code, Chaps. 321 and 327, Tex. Tax Code*, and the Act, and be in the form provided by the City to the Williamson and Bell County Election Officers for use on the voting devices and ballots used by Williamson or Bell County, provided that the votes shall be upon official ballots prepared in such a manner as will permit the voters to vote "For" or "Against" the propositions submitted, with the propositions to be expressed on the official ballot in a form substantially as follows:

## PROPOSITION NO. 1

"TERMINATION OF THE BARTLETT ECONOMIC DEVELOPMENT CORPORATION (TYPE B) AND ITS ASSOCIATED SALES TAX; AND THE ADOPTION OF A LOCAL SALES AND USE TAX IN THE CITY OF BARTLETT AT A RATE OF ONE-HALF OF ONE PERCENT. THIS WOULD RESULT IN NO CHANGE IN THE TOTAL SALES TAX RATE.

For \_\_\_\_\_

Against \_\_\_\_\_

**Section 5. Notice.** Notice of the elections shall be given and the elections shall be held in compliance with the provisions of the *Tex. Elec. Code*, the *Tex. Local Gov't Code*, and the *Texas Tax Code* in all respects. The ballots for the elections shall comply with the *Tex. Elec. Code* and other applicable state law and be in the form provided by the City to the Williamson and Bell County Election Officers for use on the voting devices and ballots used by the Williamson and Bell County Election Officers. The proposed ballot language may be revised as necessary to comply with applicable statute, and with respect to the proposed sales tax and use tax for economic development under the Act, the ballot language may be revised as necessary to authorize all projects authorized for Type B corporations under the Act, as amended from time to time.

**Section 6.** The Williamson and Bell County Election Officers and their employees and appointees, and the election judges, alternate judges and clerks properly appointed for the elections, shall hold and conduct the elections in the manner provided by the Election Agreement and the law governing the holding of the special elections by general law cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

**Section 7.** Early voting, both by personal appearance and by mail, will be conducted by the Williamson and Bell County Election Officers, who are designated and appointed as the Early Voting Clerks, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Williamson and Bell County Election Officers. Early voting shall commence on Monday, October 23, 2023, and continue through Friday, November 3, 2023, and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Williamson and Bell County Election Officers.

**Section 8.** The election precincts for the elections shall be the election precincts established by Williamson County and Bell County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Williamson or Bell County for such election precincts in Williamson or Bell County voting by residents of the City. The polls shall remain open on the day of the elections from 7:00 a.m. to 7:00 p.m. The returns for precincts will be provided by precinct and the Williamson and Bell County Election Officers shall tabulate and provide the election returns for the elections.

**Section 9.** The City agrees to conduct a joint election with other political subdivisions within Williamson County or Bell County, as appropriate, provided that such political subdivision holds an election on November 7, 2023 in all or part of the same territory as the City (the "Political Subdivisions"). The joint election shall be conducted in accordance with state law, this ordinance, and the contract for election services with Williamson County and Bell County.

**Section 10.** The City Secretary, or designee, is instructed to aide the Williamson and Bell County Election Officers in the acquisition and furnishing of all election supplies and materials necessary to conduct the elections as provided by the Election Agreements. The City Secretary is further authorized to give or cause to be given notices required for the elections, and to take such other and further action as is required to conduct the elections in compliance with the *Tex. Elec. Code*; provided that, pursuant to the Election Agreements between Williamson and Bell Counties and the City, the Williamson and Bell County Election Officers shall have the duty and be responsible for organizing and conducting the elections in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Election Agreements. The Williamson and Bell County Election Officers shall give the notices required by the *Tex. Elec. Code* to be given for the elections not required to be given by the City under the Election Agreements.

**Section 11.** The presiding judges, alternate presiding judges and clerks for the elections shall be selected and appointed by Williamson and Bell Counties and their appointees in compliance with the requirements of state law, and such judges and clerks so selected by Williamson or Bell County and their appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said elections. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Williamson or Bell County for the elections.

**Section 12.** Notice of the elections shall be given by posting a notice that complies with the Texas Election Code at the location used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the elections, and by publishing said Notices of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said elections, in a newspaper of general circulation in the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

**Section 13.** The elections shall be held and conducted by the Williamson and Bell County Election Officers in compliance with state law and the Election Agreement. And, this Ordinance shall be in force and effect from and after its passage on the date shown below.

**Section 14.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all *as* required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

**PASSED AND APPROVED**, this the 14th day of August, 2023.

ATTEST:

**CITY OF BARTLETT, TEXAS**

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Brenda Kelley, City Secretary

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Chad Mees, Mayor

# 2023 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF BARTLETT

Taxing Unit Name

Phone (area code and number)

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

Taxing Unit's Website Address

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

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

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

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

### SECTION 1: No-New-Revenue Tax Rate

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

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

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

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>2022 total taxable value.</b> Enter the amount of 2022 taxable value on the 2022 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>	\$ <u>102,114,911</u>
2.	<b>2022 tax ceilings.</b> Counties, cities and junior college districts. Enter 2022 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 2022 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$ <u>0</u>
3.	<b>Preliminary 2022 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ <u>102,114,911</u>
4.	<b>2022 total adopted tax rate.</b>	\$ <u>0.5549</u> /\$100
5.	<b>2022 Taxable Value lost because court appeals of ARB decisions reduced 2022 appraised Value.</b> <b>A. Original 2022 ARB values:</b> ..... \$ <u>0</u> <b>B. 2022 values resulting from final court decisions:</b> ..... - \$ <u>0</u> <b>C. 2022 value loss.</b> Subtract B from A. <sup>3</sup>	\$ <u>0</u>
6.	<b>2022 taxable value subject to an appeal under Chapter 42, as of July 25.</b> <b>A. 2022 ARB certified value:</b> ..... \$ <u>0</u> <b>B. 2022 disputed value:</b> ..... - \$ <u>0</u> <b>C. 2022 undisputed value.</b> Subtract B from A. <sup>4</sup>	\$ <u>0</u>
7.	<b>2022 Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ <u>0</u>

<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>2022 taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ <u>102,114,911</u>
9.	<b>2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022.</b> Enter the 2022 value of property in deannexed territory. <sup>5</sup>	\$ <u>0</u>
10.	<b>2022 taxable value lost because property first qualified for an exemption in 2023.</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 2023 does not create a new exemption or reduce taxable value. <b>A. Absolute exemptions.</b> Use 2022 market value: ..... \$ <u>73,343</u> <b>B. Partial exemptions.</b> 2023 exemption amount or 2023 percentage exemption times 2022 value: ..... + \$ <u>0</u> <b>C. Value loss.</b> Add A and B. <sup>6</sup>	\$ <u>73,343</u>
11.	<b>2022 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 2023.</b> Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. <b>A. 2022 market value:</b> ..... \$ <u>0</u> <b>B. 2023 productivity or special appraised value:</b> ..... - \$ <u>0</u> <b>C. Value loss.</b> Subtract B from A. <sup>7</sup>	\$ <u>0</u>
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ <u>73,343</u>
13.	<b>2022 captured value of property in a TIF.</b> Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 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.	\$ <u>0</u>
14.	<b>2022 total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ <u>102,041,568</u>
15.	<b>Adjusted 2022 total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ <u>566,228</u>
16.	<b>Taxes refunded for years preceding tax year 2022.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. 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 2022. This line applies only to tax years preceding tax year 2022. <sup>9</sup>	\$ <u>1,083</u>
17.	<b>Adjusted 2022 levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. <sup>10</sup>	\$ <u>567,311</u>
18.	<b>Total 2023 taxable value on the 2023 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> <b>A. Certified values:</b> ..... \$ <u>112,489,074</u> <b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ <u>0</u> <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: ..... - \$ <u>0</u> <b>D. Tax increment financing:</b> Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 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> ..... - \$ <u>0</u> <b>E. Total 2023 value.</b> Add A and B, then subtract C and D.	\$ <u>112,489,074</u>

<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. 2023 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>682,913</u> <b>B. 2023 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>682,913</u>
20.	<b>2023 tax ceilings.</b> Counties, cities and junior colleges enter 2023 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 2022 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>16</sup>	\$ <u>0</u>
21.	<b>2023 total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. <sup>17</sup>	\$ <u>113,171,987</u>
22.	<b>Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022.</b> Include both real and personal property. Enter the 2023 value of property in territory annexed. <sup>18</sup>	\$ <u>0</u>
23.	<b>Total 2023 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 2022. 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, 2022 and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2023. <sup>19</sup>	\$ <u>460,648</u>
24.	<b>Total adjustments to the 2023 taxable value.</b> Add Lines 22 and 23.	\$ <u>460,648</u>
25.	<b>Adjusted 2023 taxable value.</b> Subtract Line 24 from Line 21.	\$ <u>112,711,339</u>
26.	<b>2023 NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>20</sup>	\$ <u>0.5033</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 2023 county NNR tax rate. <sup>21</sup>	\$ <u>0.0000</u> /\$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>2022 M&amp;O tax rate.</b> Enter the 2022 M&O tax rate.	\$ <u>0.4387</u> /\$100
29.	<b>2022 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>102,114,911</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 2022 M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100	\$ <u>447,978</u>
31.	<b>Adjusted 2022 levy for calculating NNR M&amp;O rate.</b> <b>A. M&amp;O taxes refunded for years preceding tax year 2022.</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. .... + \$ <u>617</u> <b>B. 2022 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 2023 captured appraised value in Line 18D, enter 0. .... - \$ <u>0</u> <b>C. 2022 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> <b>D. 2022 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>617</u> <b>E.</b> Add Line 30 to 31D.	\$ <u>448,595</u>
32.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>112,711,339</u>
33.	<b>2023 NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ <u>0.3980</u> /\$100
34.	<b>Rate adjustment for state criminal justice mandate.</b> <sup>23</sup> <b>If not applicable or less than zero, enter 0.</b> <b>A. 2023 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> <b>B. 2022 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> <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. .... \$ <u>0.0000</u> /\$100 <b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.0000</u> /\$100
35.	<b>Rate adjustment for indigent health care expenditures.</b> <sup>24</sup> <b>If not applicable or less than zero, enter 0.</b> <b>A. 2023 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> <b>B. 2022 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, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. .... - \$ <u>0</u> <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. .... \$ <u>0.0000</u> /\$100 <b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.0000</u> /\$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.	<b>Rate adjustment for county indigent defense compensation.</b> <sup>25</sup> <b>If not applicable or less than zero, enter 0.</b>  <b>A. 2023 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>  <b>B. 2022 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, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ <u>0</u>  <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> /\$100  <b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> /\$100  <b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.	\$ <u>0.0000</u> /\$100
37.	<b>Rate adjustment for county hospital expenditures.</b> <sup>26</sup> <b>If not applicable or less than zero, enter 0.</b>  <b>A. 2023 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>  <b>B. 2022 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, 2021 and ending on June 30, 2022. .... \$ <u>0</u>  <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> /\$100  <b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ <u>0.0000</u> /\$100  <b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ <u>0.0000</u> /\$100
38.	<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.  <b>A. Amount appropriated for public safety in 2022.</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>  <b>B. Expenditures for public safety in 2022.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year ..... \$ <u>0</u>  <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100 ..... \$ <u>0.0000</u> /\$100  <b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.0000</u> /\$100
39.	<b>Adjusted 2023 NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ <u>0.3980</u> /\$100
40.	<b>Adjustment for 2022 sales tax specifically to reduce property taxes.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero.  <b>A.</b> Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent ..... \$ <u>0</u>  <b>B.</b> Divide Line 40A by Line 32 and multiply by \$100 ..... \$ <u>0.0000</u> /\$100  <b>C.</b> Add Line 40B to Line 39.	\$ <u>0.3980</u> /\$100
41.	<b>2023 voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below. <b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. <b>- or -</b> <b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ <u>0.4119</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
<b>D41.</b>	<b>Disaster Line 41 (D41): 2023 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 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred  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).	\$ _____ /\$100
<b>42.</b>	<b>Total 2023 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: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.  <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>  Enter debt amount ..... \$ <u>124,063</u> <b>B. Subtract unencumbered fund amount</b> used to reduce total debt. .... - \$ <u>0</u> <b>C. Subtract certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... - \$ <u>0</u> <b>D. Subtract amount paid</b> from other resources ..... - \$ <u>0</u> <b>E. Adjusted debt.</b> Subtract B, C and D from A.	\$ <u>124,063</u>
<b>43.</b>	<b>Certified 2022 excess debt collections.</b> Enter the amount certified by the collector. <sup>29</sup>	\$ <u>0</u>
<b>44.</b>	<b>Adjusted 2023 debt.</b> Subtract Line 43 from Line 42E.	\$ <u>124,063</u>
<b>45.</b>	<b>2023 anticipated collection rate.</b> <b>A.</b> Enter the 2023 anticipated collection rate certified by the collector. <sup>30</sup> ..... <u>100.00</u> % <b>B.</b> Enter the 2022 actual collection rate. .... <u>88.47</u> % <b>C.</b> Enter the 2021 actual collection rate. .... <u>93.36</u> % <b>D.</b> Enter the 2020 actual collection rate. .... <u>95.72</u> % <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>	<u>100.00</u> %
<b>46.</b>	<b>2023 debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ <u>124,063</u>
<b>47.</b>	<b>2023 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>113,171,987</u>
<b>48.</b>	<b>2023 debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ <u>0.1096</u> /\$100
<b>49.</b>	<b>2023 voter-approval tax rate.</b> Add Lines 41 and 48.	\$ <u>0.5215</u> /\$100
<b>D49.</b>	<b>Disaster Line 49 (D49): 2023 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.	\$ _____ /\$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 2023 county voter-approval tax rate.	\$ <u>0.0000</u> /\$100

### SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes Not Applicable

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 2022 or May 2023, 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 2022, enter 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 2022 or in May 2023.</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> <b>- or -</b> <b>Taxing units that adopted the sales tax before November 2022.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____
53.	<b>2023 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ /\$100
55.	<b>2023 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> .	\$ _____ /\$100
56.	<b>2023 NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November 2022 or in May 2023.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ _____ /\$100
57.	<b>2023 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> .	\$ _____ /\$100
58.	<b>2023 voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ _____ /\$100

### SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control Not Applicable

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>	\$ _____
60.	<b>2023 total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100
62.	<b>2023 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).	\$ _____ /\$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)



## SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.<sup>39</sup> In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

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

- a tax year before 2020;<sup>40</sup>
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);<sup>41</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>42</sup>

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.<sup>43</sup>

Line	Unused Increment Rate Worksheet	Amount/Rate
<b>63. Year 3 component.</b>	Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ <u>0.5549</u> /\$100
B.	Unused increment rate (Line 66).....	\$ <u>0.0000</u> /\$100
C.	Subtract B from A.....	\$ <u>0.5549</u> /\$100
D.	Adopted Tax Rate.....	\$ <u>0.5549</u> /\$100
E.	Subtract D from C.....	\$ <u>0.0000</u> /\$100
<b>64. Year 2 component.</b>	Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ <u>0.5165</u> /\$100
B.	Unused increment rate (Line 66).....	\$ <u>0.0000</u> /\$100
C.	Subtract B from A.....	\$ <u>0.5165</u> /\$100
D.	Adopted Tax Rate.....	\$ <u>0.7150</u> /\$100
E.	Subtract D from C.....	\$ <u>-0.1985</u> /\$100
<b>65. Year 1 component.</b>	Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 65).....	\$ <u>0.4036</u> /\$100
B.	Unused increment rate (Line 64).....	\$ <u>0.0000</u> /\$100
C.	Subtract B from A.....	\$ <u>0.4036</u> /\$100
D.	Adopted Tax Rate.....	\$ <u>0.4258</u> /\$100
E.	Subtract D from C.....	\$ <u>-0.0222</u> /\$100
<b>66. 2023 unused increment rate.</b>	Add Lines 63E, 64E and 65E.	\$ <u>0.0000</u> /\$100
<b>67. Total 2023 voter-approval tax rate, including the unused increment rate.</b>	Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ <u>0.5215</u> /\$100

<sup>39</sup> Tex. Tax Code §26.013(a)

<sup>40</sup> Tex. Tax Code §26.013(c)

<sup>41</sup> Tex. Tax Code §26.0501(a) and (c)

<sup>42</sup> Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

<sup>43</sup> Tex. Tax Code §26.063(a)(1)

<sup>44</sup> Tex. Tax Code §26.012(8-a)

<sup>45</sup> Tex. Tax Code §26.063(a)(1)

**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
68.	<b>Adjusted 2023 NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.3980</u> /\$100
69.	<b>2023 total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ <u>113,171,987</u>
70.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 69 and multiply by \$100.	\$ <u>0.4418</u> /\$100
71.	<b>2023 debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ <u>0.1096</u> /\$100
72.	<b>De minimis rate.</b> Add Lines 68, 70 and 71.	\$ <u>0.9494</u> /\$100

**SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate****Not Applicable**

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>46</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>47</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
73.	<b>2022 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____/\$100
74.	<b>Adjusted 2022 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 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . <b>- or -</b> If a disaster occurred prior to 2022 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 2022, complete the separate <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 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. <sup>48</sup> Enter the final adjusted 2022 voter-approval tax rate from the worksheet. <b>- or -</b> If the taxing unit adopted a tax rate above the 2022 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.	\$ _____/\$100
75.	<b>Increase in 2022 tax rate due to disaster.</b> Subtract Line 74 from Line 73.	\$ _____/\$100
76.	<b>Adjusted 2022 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
77.	<b>Emergency revenue.</b> Multiply Line 75 by Line 76 and divide by \$100.	\$ _____
78.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
79.	<b>Emergency revenue rate.</b> Divide Line 77 by Line 78 and multiply by \$100. <sup>49</sup>	\$ _____/\$100

<sup>46</sup> Tex. Tax Code §26.042(b)<sup>47</sup> Tex. Tax Code §26.042(f)<sup>48</sup> Tex. Tax Code §26.042(c)<sup>49</sup> Tex. Tax Code §26.042(b)



Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	<b>2023 voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 79 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 67 (taxing units with the unused increment rate).	\$ _____/\$100

## SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

**No-new-revenue tax rate.** ..... \$ 0.5033/\$100

As applicable, enter the 2023 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.** ..... \$ 0.5215/\$100

As applicable, enter the 2023 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 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).

Indicate the line number used: 67

**De minimis rate.** ..... \$ 0.9494/\$100

If applicable, enter the 2023 de minimis rate from Line 72.

## 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>50</sup>

**print  
here** ➡

Tammy Hubnik

Printed Name of Taxing Unit Representative

**sign  
here** ➡

Taxing Unit Representative



Date

<sup>50</sup> Tex. Tax Code §§26.04(c-2) and (d-2)

## AUGUST 28TH TIMELINE

### BUDGET

Date	Notes
7/28/2023	Post Proposed Budget to website and file with City Secretary (Before 30th Day Before Date Adopting Tax Rate)
8/15/2023	Send Tribune and TDT Notice of Budget Hearing
8/18/2023	Publish Notice of Budget Hearing in Bartlett Tribune and Post to Website (Not Later Than 10th Day Before Budget Hearing)
8/25/2023	Post Notice of Regular Meeting to Approved Proposed FY 2024 Budget
8/28/2023	STEP 1: Budget Hearing, STEP 2: Adopt FY 2024 Budget

### TAX RATE

Date	Notes
7/25/2023	Certified Estimate Due from CAD's
8/14/2023	Regular City Council Meeting - Submit NNR and VAR Tax Rates to City Council, Set Proposed Tax Rate (Tax-Rate-Not-To Exceed)
8/15/2023	Send Tribune and TDT Notice of Tax Rate Hearing
8/18/2023	Publish Notice of Tax Rate Hearing in Bartlett Tribune - 8.23.2023 = 5 Days Before Public Hearing
8/18/2023	Post Continuous Internet Notice of Tax Rate Public Hearing = 10 Days Notice (At Least 7 Days Before Tax Rate Hearing)
8/28/2023	STEP 3: Public Hearing on Proposed Tax Rate, STEP 4: Adopt Tax Rate

## LICENSING AGREEMENT

between

---

And  
CITY OF BARTLETT

The parties ("Parties") to this agreement ("Agreement"), dated the \_\_\_\_\_ day of \_\_\_\_\_, ("Execution Date"). City of Bartlett ("Licensor"), a general law municipal corporation of the State of Texas, duly authorized to do business in the State of Texas, and \_\_\_\_\_ ("Licensee").

### RECITALS

Licensor is a municipality owned utility engaged in the business of distribution of electric energy. In connection with the distribution of electric energy, Licensor utilizes utility poles to support its distribution lines ("Licensor Poles").

Licensee owns and operates one or more community antenna television systems. Licensee desires to attach to certain Licensor Poles cable and other equipment owned by Licensee and utilized for the distribution of cable signals to its customers.

ACCORDINGLY, in consideration of the benefits to be realized by the Parties as a result of this Agreement, the specific consideration set forth in this Agreement, and the mutual promises of the Parties contained in this Agreement, the Parties agree that the following terms and conditions shall govern Licensee's use of Licensor Poles located within the area shown on the Exhibit A, in or near \_\_\_\_\_, County of \_\_\_\_\_, State of Texas and in any other areas indicated on Exhibit A.

### ARTICLE I. GENERAL USE AGREEMENT

#### Section 1.1 Prior Use and Future Use

Licensee's use of Licensor Poles to which Licensee has equipment attached, if any, on Execution Date shall, subsequent to Execution Date, be governed by this Agreement, although a new application for use of these Licensor Poles need not be filed with Licensor by Licensee. For all further pole attachments or alteration of any existing or future pole attachments to Licensor Poles, Licensee must file an application with Licensor in the form of Exhibit B ("Application") and receive written permission from Licensor prior to alteration of existing attachments or making new attachments.

#### Section 1.2 Equipment

Licensee's use of Licensor Poles shall be confined to supporting cables and other equipment ("Equipment")

- (i) attached to Licensor Poles pursuant to prior agreements between the Parties or
- (ii) concerning which Licensee has received prior written permission from Licensor to attach, pursuant to this Agreement.

Licensee's Equipment on Licensor Poles shall be used only for the purpose of distribution and dissemination of broadband telecommunications services.

#### Section 1.3 Other Use

Licensee acknowledges that this Agreement is subject to the rights of any parties (other than Licensee) to prior agreements relating to use of Licensor Poles. Licensee shall construct, maintain, and operate Equipment on Licensor Poles so as not to interfere or conflict with the use of Licensor Poles by Licensor and others using Licensor Poles.

#### Section 1.4 Damage

Licensee shall notify Licensor of any damage to Licensor Poles or any Licensor equipment, as soon as possible after discovery of the damage. If the damage was caused by Licensee, Licensee shall reimburse Licensor for expenses

incurred by Licensor in making repairs.

#### Section 1.5 Safety Regulations

Licensee shall, at Licensee's sole expense, construct, maintain, and operate its Equipment in conformity with all laws, regulations, orders, and decrees of all lawfully constituted public authorities pertaining to pole line construction, the National Electrical Safety Code as it may be revised and supplemented from time to time, and all applicable Licensor rules, regulations, policies, and construction specifications.

#### Section 1.6 Removal

Licensee may at any time remove Licensee's Equipment from Licensor Poles after ten (10) days written notice to Licensor in the form of Exhibit C. Such removal shall terminate Licensee's right to use any Licensor Poles from which Licensee's Equipment is removed. No refund of any rentals already paid will be due on account of such removal.

#### Section 1.7 Permits, Easements, and Licenses

Licensee shall submit to Licensor evidence, satisfactory to Licensor, of Licensee's authority to erect and maintain Licensee's facilities within public streets, highways and other thoroughfares and shall secure any necessary consent from state or municipal authorities and from the owners of the property where Licensor's Poles and lines are located to construct and maintain facilities at the locations of Licensor's Poles and lines which Licensee desires to use. It shall be Licensee's sole responsibility to obtain all such permits, easements, and licenses necessary for the lawful exercise of the rights granted Licensee by this Agreement.

#### Section 1.8 Taxes and Fees

Licensee shall report, pay, and discharge when due, all license and permit fees, assessments, sales, use, property, and gross receipts taxes arising out of the use by Licensee of Licensor Poles or the exercise by Licensee of its rights granted by this Agreement, and all other taxes, fees, and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal, or local government or any agency or department thereof: upon the Equipment, the use of the Equipment, or the payment to Licensor of rental for the right to place the Equipment on Licensor Poles.

### ARTICLE II. INSURANCE, INDEMNITY, AND LIABILITY

#### Section 2.1 Insurance

During the Term, Licensee shall:

- (a) indemnify, protect and save harmless and insure Licensor from and against any and all claims and demands for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments or by the proximity of the respective cables, wires, apparatuses, and appliances of the parties hereto, or by any act of Licensee or in the vicinity of Licensor's Poles. Licensee shall carry insurance, in such form and in such companies as are satisfactory to Licensor, to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury, or damage. General liability insurance shall be in the amounts of at least \$1,000,000.00 bodily injury for each person for each occurrence and property damage of at least \$250,000.00 for each occurrence. Motor vehicle liability insurance shall be in the amount of \$250,000.00 for each person for bodily injury and \$500,000.00 each occurrence for bodily injury and \$250,000.00 for property damage. Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Laws in effect that may be applicable to it. A combination of primary and umbrella policies may be used to satisfy the limits.
- (b) provide Contractual Liability insurance coverage under all of the insurance coverage described above in Section 2.1 for all liability assumed by Licensee under this Agreement subject to industry standard ISO policy

form CG 00 01 or equivalent for work performed for the benefit of Licensee under this agreement and the removal of Licensee's attachments upon termination of this agreement, with Licensors named as an additional insured in the coverage described above in Section 2.1 (a) above; and:

- (c) provide to Licensors, at the time this Agreement is signed, and during the term of this agreement, certificates of insurance from an insurance carrier reasonably acceptable to Licensors, certifying that:
  - (i) Licensee has the insurance coverage described in this Section 2.1; and
  - (ii) the insurance coverage so described may not be cancelled without prior written notice to Licensors as per policy terms and conditions.

#### Section 2.2 Indemnity

Licensee shall indemnify and hold harmless Licensors against and from all claims, demands, causes of action, damages, costs, or liability at law or in equity, of every kind and nature whatsoever, directly or indirectly caused by:

- (a) the construction, erection, placement, operation, maintenance, replacement, removal, or use of Licensee's Equipment on Licensors Poles, or
- (b) any occurrence occasioned, or claimed to have been occasioned, by any action of Licensors causing any interruption, discontinuance, or interference with Licensee's service to any of its subscribers or interference with Licensee's Equipment. Licensee shall pay any judgment or decree which may be rendered against Licensors, its successors or assigns, in any such suit, action, or other legal proceeding and shall reimburse Licensors for all legal expenses incurred in connection with these legal proceedings.

#### Section 2.3 Liability Continues

Termination of this Agreement, in whole or in part, shall not release Licensee from liability under this Agreement, which arises out of any claim that may be accruing or may have accrued at the time of termination or partial termination of this Agreement.

### ARTICLE III. RIGHTS OF LICENSORS

#### Section 3.1 Removal or Rearrangement

Licensors may require Licensee, upon thirty (30) days' notice to Licensee, if, in Licensors' judgment, Licensee's equipment interferes with Licensors' operations or Licensors' use of Licensors poles or Licensors equipment, to remove, rearrange, relocate, replace or renew Licensee's facilities placed on Licensors Poles and transfer them to substituted, relocated or additional poles, and perform any other work in connection with said facilities that may be required by Licensors at Licensee's expense; provided, however, that in cases of emergency, Licensors may arrange to relocate, replace or renew the facilities placed on said poles by Licensee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, as well as for the service needs of Licensors, and Licensee shall, on demand, reimburse Licensors for the reasonable expense thereby incurred.

#### Section 3.2 Reservation of Right

Licensors reserves the right to maintain Licensors Poles and operate its facilities in a manner that will best enable it to fulfill its own service requirements. If Licensors determines that a particular pole or poles are no longer necessary for service to Licensors customers, upon thirty (30) days' notice to Licensee, Licensors may remove that pole or poles without any liability to Licensee for this removal.

### ARTICLE IV. PAYMENT

#### Section 4.1 Rate

Licensee shall pay to Licensors, for attachments made to Licensors Poles under this agreement, annual rental at the rate

of \_\_\_\_\_ per pole, per year, through \_\_\_\_\_. The rental rate shall be \$12.00 per pole, per year and shall be reviewed and may be revised by Licensor at each subsequent 12-month period thereafter.

#### Section 4.2 Payment

Rent payable under this Agreement shall be payable annually in advance on or before the first legal business day in first legal business day in August each year during the term. Rental payments shall be based upon the number of attachments by Licensee to Licensor Poles as determined by Licensor on the last day of June respectively, preceding payment date. Notice of amounts due Licensor on each payment date shall be supplied to Licensee at least ten (10) days prior to the due date of each such payment.

#### Section 4.3 Late Charge

In the event the rental is not paid on the due dates specified in Section 4.2, a late charge of one percent (1%) of the total due will be added to the rental payment and, if not paid within thirty (30) days of the due date, this Agreement will be deemed terminated pursuant to the provisions of Article VI hereof.

#### Section 4.4 Interest

After termination, any sums due shall bear interest from accrual at the highest rate permitted by applicable law.

### ARTICLE V. TERM

#### Section 5.1 Term

This Agreement shall begin on Execution Date and continue in effect until terminated pursuant to the terms and conditions of this Agreement. At the expiration of four (4) years and six (6) months after Execution Date, either Party may terminate this Agreement for any reason by giving six (6) months notice to the other Party. When terminated, Licensee shall remove its Equipment from Licensor Poles within sixty (60) days from the date of such termination. During the period of removal, Licensee shall continue to make rental payments according to Article IV until all Equipment has been removed.

### ARTICLE VI. DEFAULT

#### Section 6.1 Default

If Licensee should fail to comply with any of the terms and conditions of this Agreement, and such failure shall continue for thirty (30) days after receipt of written notice of such failure, Licensor may by written notice to Licensee, terminate this Agreement and Licensee shall remove its Equipment from the Licensor Poles to which terminations applies within sixty (60) days of notification.

#### Section 6.2 Licensor May Do Work

Licensor may elect to remove Licensee's Equipment or do any other work required because of Licensee's default under this Agreement, at Licensee's sole risk and expense, and Licensee, on demand, will reimburse Licensor for the entire expense incurred. Except for gross negligence, Licensor shall not be responsible for damage to Licensee's Equipment.

### ARTICLE VII. MISCELLANEOUS

#### Section 7.1 Previous Agreements

This Agreement supersedes any previous agreements between Licensor and Licensee relating to the use of Licensor Poles in the area covered by this Agreement except that Licensee shall not be relieved of any responsibility for payments due Licensor under previous agreements for use of Licensor Poles prior to Execution Date nor any liability for acts or omissions of Licensee, part or all of which took place prior to Execution Date.

#### Section 7.2 License Only

The right of Licensee to use Licensor Poles, granted by this Agreement, shall not create any ownership or property right in Licensee. Licensee's rights are in the nature of a license only.

### Section 7.3 Assignment

This Agreement may not be assigned by Licensee without prior written consent of Licensor. Any attempted assignment without such written consent shall be void and constitute a termination of the term hereof the same as if this agreement were terminated under Article VI hereof.

### Section 7.4 Attorney Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any of the provisions of this Agreement, the prevailing Party shall be entitled to recover its costs of suit and reasonable attorney's fees, which (a) shall be payable only in the event such action is prosecuted to final judgment, (b) may be set by the Court in the trial of such action or may be enforced in a separate action for that purpose, and (c) shall be in addition to any other relief which may be awarded.

### Section 7.5 Failure to Enforce Not Waiver

Failure on the part of Licensor to enforce any provision of this Agreement shall not be construed as a general waiver or relinquishment on its part of any provision of this Agreement.

### Section 7.6 Notice

Except as otherwise specifically provided in this Agreement, any notice to be given by either Party shall be in writing and shall be sufficient if personally delivered or sent certified mail or via Fedex or UPS, return receipt requested, postage prepaid, to the following addresses:

For Licensor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice shall be deemed delivered on the date mailed in the manner set out above. The designation or address of the Party to be notified may be changed at any time by delivery of notice of that change to the other Party.

### Section 7.7 Severability

If any of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect, to remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### Section 7.8 References

All references in this Agreement to a given Article, Section, or Exhibit refer to an Article, Section, or Exhibit of or to this Agreement.

### Section 7.9 Captions

The captions preceding the text of each Article and Section of this Agreement are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

### Section 7.10 Entire Agreement

This Agreement contains the entire Agreement of the parties with respect to the matters covered by this Agreement. No other agreement, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained in this Agreement shall be binding or valid.

Section 7.11 Successors and Assigns

Subject to the provisions of Section 7.3, this Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors, assigns, and legal representatives of the Parties.

Section 7.12 Venue

This agreement and all the terms, conditions and provisions hereof, and all of the obligations imposed upon each of the parties hereto, is hereby specifically made performable in \_\_\_\_\_ County, Texas.

LICENSOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



Exhibit "A"  
to Licensing Agreement  
between  
Licensor  
and  
Licensee

ATTACH MAP AND/OR PLATS SHOWING AREA TO WHICH THE LICENSING  
AGREEMENT APPLIES AND GPS LIST OF ALL POLES USED.

Exhibit "B"  
to Licensing Agreement  
between  
Licensor  
and  
Licensee

APPLICATION FOR POLE ATTACHMENTS

According to the terms and conditions of the Licensing Agreement ("License") dated \_\_\_\_\_, 20\_\_ between Licensor ("Licensor"), and \_\_\_\_\_ ("Licensee"), Licensee submits this Application to Licensor requesting permission to attach the equipment and/or cable described in Exhibit 1 to this Application to the Licensor Poles described in Exhibit 1.

(Exhibit 1 should include the location and number of Licensor Poles Licensee desires to use, a complete description of all items Licensee desires to attach to Licensor Poles, the proposed location of all items to be attached, and proposes dates of attachment.)

By signing and returning a copy of this Application to Licensee, Licensor grants Licensee permission to make the attachments described in Exhibit 1 to this Application (as they may be modified by Licensor and Licensee)

- (i) subject to the terms of the License,
- (ii) subject to Licensee's approval of any changes described in the following paragraph

Licensee and Licensor acknowledge that certain changes may have to be made to Licensor Poles by Licensor to accommodate Licensee's cables and/or equipment. The approval granted by Licensor in the above Paragraph is subject to Licensee approving any changes on Licensor Poles required by Licensor, which are to be made at Licensee's sole risk and cost.

LICENSOR

By: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Changes Approved  
Licensee

By: \_\_\_\_\_

EXHIBIT "C"  
to Licensing Agreement  
between  
Licensor  
And  
Licensee

NOTICE OF REMOVAL OF EQUIPMENT

According to the terms and conditions of the Licensing Agreement ("License") dated \_\_\_\_\_, 20\_\_ between Licensor ("Licensor"), and \_\_\_\_\_ ("Licensee"), Licensee submits this Notice of Removal of Equipment to Licensor notifying Licensor that it intends to remove certain attachments described in Exhibit 1 to this notice from certain of the Licensor Poles described in Exhibit 1.

(Exhibit 1 should include the location and number of Licensor Poles from which Licensee intends to remove equipment, a complete description of all items Licensee desires to remove from Licensor Poles, and proposed dates of removal.)

Licensee

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Removal verified \_\_\_\_\_, 20\_\_

LICENSOR

By: \_\_\_\_\_

## RESOLUTION NO. 20230814-12

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS, ESTABLISHING SIGNATORIES ON ALL CITY OF BARTLETT BANK ACCOUNTS AT BANCORPSOUTH; PROVIDING FOR AN EFFECTIVE DATE; DESIGNATING THE SIGNATORIES ON ALL CITY OF BARTLETT, TEXAS FINANCIAL DOCUMENTS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the City Council finds it is in the best interest of the City of Bartlett, Texas (the "City") to amend the designated signatories for all of the City's bank accounts, effective August 14, 2023, in order to add additional designated signatories as listed herein on all of the City of Bartlett bank accounts at BancorpSouth and removing former city employees as signatories.

### **NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLETT, TEXAS:**

**Section 1. Findings Incorporated.** The findings recited above are incorporated as if fully set forth in the body of this Resolution.

**Section 2. Signatories.** The City Council of the City of Bartlett, Texas designates the following officers of the City as additional signatories on the City's bank accounts at BancorpSouth:

City Administrator | Mayra Cantu

As additional signatories, these officials will be allowed to execute and submit applications, open accounts, deposit and withdraw funds, designate other authorized representatives, and take all other action required or permitted by the City under an agreement with the financial institution created by the application, in the name and on behalf of the City, and when approved by the City Council.

**Section 3. Savings/Repealing Clause.** All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution or the City's Public Investment Policy, as amended, and adopted in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, are hereby repealed to the extent of such conflict, and the provisions of this Resolution and the City's Public Investment Policy, as amended, shall be and remain controlling as to the matters regulated herein.

**Section 4. Severability Clause.** Should any of the clauses, sentences, paragraphs, sections or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** on this the 14<sup>th</sup> day of August, 2023.

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Chad Mees, Mayor

ATTEST:

By:

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Brenda Kelley, City Clerk