CONSULTANT SERVICES AGREEMENT

This agreement is made upon the date of execution, as set forth below, by and between Brad Hodges, hereinafter referred to as "Consultant," and the Town of Bartonville, Texas, a Municipal Corporation, hereinafter referred to as "Town." The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

1.0 GENERAL PROVISIONS

1.01 PURPOSE: Consultant shall provide assistance with gas well application review and gas well inspections for gas well within the Town of Bartonville.

1.02 TERMS: This agreement will become effective October 1, 2026 and will continue until September 30, 2027, unless terminated or extended as provided herein.

1.03 SERVICES TO BE PERFORMED BY CONSULTANT: Consultant agrees to perform or provide the services specified in the "Description of Services" attached hereto as "Exhibit A" hereby incorporated herein.

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

1.04 CHANGE IN WORK: Through its chosen representative, Town may request changes in the scope and focus of the activities and studies called for under this agreement. Any such change which, in the opinion of Consultant or Town varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to Consultant must be mutually agreed upon by Consultant and Town.

1.05 COMPENSATION: In consideration for the services to be performed by Consultant, Town agrees to pay Consultant the consideration set forth in the amounts and under the terms provided in the “Schedule of Fees” attached hereto as "Exhibit B" hereby incorporated herein. Town agrees to pay invoices of services rendered within 30 days of receipt.

2.0 OBLIGATIONS OF CONSULTANT

2.01 MINIMUM AMOUNT OF SERVICE BY CONSULTANT: Consultant agrees to devote the hours necessary to perform the services set forth in this agreement in an efficient and effective manner. Consultant may represent, perform services for, and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with Town's business.

2.02 TOOLS AND INSTRUMENTALITIES: Consultant shall provide all tools and instrumentalities to perform the services under this agreement except those listed in "Tools and Instrumentalities Provided by Town” attached hereto as "Exhibit C” and hereby incorporated herein.

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2.03 WORKER'S COMPENSATION AND OTHER EMPLOYEE BENEFITS: Town and Consultant intend and agree that Consultant is an independent Consultant of Town and agrees that Consultant and Consultant's employees and agents have no right to Worker's Compensation and other employee benefits. If any worker insurance protection is desired, Consultant agrees to provide Worker's Compensation and other employee benefits, where required by law, for Consultant's employees and agents.

2.04 LIABILITY OF CONSULTANT-NEGLIGENCE: Consultant shall be responsible for performing the work under this agreement in a manner which is consistent with generally-accepted standards for the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Town shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

3.0 OBLIGATIONS OF TOWN

3.01 COOPERATION: Town agrees to comply with all reasonable requests of Consultant necessary to the performance of Consultant's duties under this agreement.

4.0 TERMINATION OF AGREEMENT

4.01 TERMINATION: This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Consultant will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.

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

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

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

4.03 TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT: Should any party default in the performance of this agreement or materially breach any of its provisions, a non-breaching party, at their option, may terminate this agreement, immediately, by giving written notice of termination to the breaching party.

5.0 SPECIAL PROVISIONS

None.

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6.0 MISCELLANEOUS

6.01 REMEDIES: The remedies set forth in this agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 NO WAIVER: The waiver of any breach by any party of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this agreement.

6.03 ASSIGNMENT: This agreement is specifically not assignable by Consultant to any person or entity. Any assignment or attempt to assign by Consultant, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this agreement giving rise to a right to terminate as set forth in Section 4.03.

6.04 ATTORNEY FEES: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.05 TIME FOR PERFORMANCE: Except as otherwise expressly provided for in this agreement, should the performance of any act required by this agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this Section shall exclude the prompt payment by either party as required by this agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.06 NOTICES: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to any party to this agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

Brad Hodges PO Box 1646 Stephenville, TX 76401 (254) 592.5080	Town of Bartonville 1941 E. Jeter Road Bartonville, TX 76226 (817) 693.5280

6.07 GOVERNING LAW: This agreement and all matters relating to this agreement shall be governed by the laws of the State of Texas in force at the time any need for the interpretation of this agreement or any decision or holding concerning this agreement arises.

6.08 BINDING EFFECT: This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto,

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but nothing in this Section shall be construed as consent by Town to any assignment of this agreement or any interest in this agreement.

6.09 SEVERABILITY: Should any provision of this agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.10 SOLE AND ENTIRE AGREEMENT: This agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void.

6.11 TIME: Time is expressly declared to be of the essence of this agreement.

6.12 DUE AUTHORITY: The parties hereby represent that the individuals executing this agreement are expressly authorized to do so on and in behalf of the parties.

6.13 CONSTRUCTION: The parties agree that each has had an opportunity to have their counsel review this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

6.14 COUNTERPARTS: This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

6.15 AMENDMENTS: Amendments to this agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this agreement.

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

TOWN OF BARTONVILLE:

_____
Kirk Riggs, Town Administrator

CONSULTANT:

_____
Brad Hodges

ATTEST:

_____
Shannon Montgomery, Town Secretary

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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

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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.

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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;

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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.

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