



NOTICE OF A WORK SESSION AND REGULAR MEETING

OF THE TOWN COUNCIL
TUESDAY, JANUARY 26, 2016 – 6:00 pm

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Argyle Town Council will meet in a regular meeting January 26, 2016 at 6:00 pm at the Argyle Town Hall, 308 Denton Street, Argyle, Texas. The Items listed below are placed on the agenda for discussion and/or action.

WORK SESSION AGENDA – 6:00 PM

A. CALL WORK SESSION TO ORDER

B. WORK SESSION

The pre-meeting work session is designed as an opportunity for the Town Council to discuss pending items. No action will be taken during the work session portion of the meeting.

1. Update and discussion regarding the Town of Argyle Economic Feasibility Study.
2. Discuss and provide direction to Town Staff regarding bringing forward amendments to the required lot sizes for residential properties in the Town Development Standards.
3. Discussion regarding any regular session items.

REGULAR SESSION AGENDA – 7:00 PM (or immediately following work session)

C. CALL REGULAR SESSION TO ORDER

D. INVOCATION

E. PLEDGE OF ALLEGIANCE

American Flag

Texas Flag: *“Honor the Texas Flag; I pledge allegiance to thee Texas, one state under God, one and indivisible”*

F. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

1. Council Recognition of Students
2. Town Council and Staff Presentations / Reports
 - a. 1st Quarter FY 2016 Financials
 - b. Ongoing Projects:
 - i. Website redesign
 - ii. Promotional video

G. CONSENT AGENDA:

Any Council Member may request an item on the Consent Agenda to be taken up for individual consideration

1. Consider approval of the December 15, 2015 Town Council minutes.
2. Consider approval of an ordinance calling the General Municipal Election of Officers for May 7, 2016.
3. Consider approval of a resolution adopting the Denton County Hazard Mitigation Action Plan (HazMAP), January 2016.
4. Consider approval of a Developer's Agreement for 5T Ranch, Phase 1.
5. Consider approval of a resolution ratifying the execution of the Voluntary Cooperation Agreement for the Operation and Maintenance of Traffic Signals.

H. NEW BUSINESS & PUBLIC HEARINGS:

1. Public Hearing: Consider a recommendation for a Specific Use Permit (SUP-15-002) for a proposed solar energy system at 818 Knob Hill Ct, being Lot 1, Block 1, Estates of Pilot Knob, Phase 1, located on the southeast corner of C Taylor Rd. and Crawford Rd., Town of Argyle, Denton County, Texas.
2. Discuss and consider approval of a Memorandum of Understanding between the Town of Argyle and Keep Argyle Beautiful, Inc.
3. Discuss and consider appointing two members of the Town Council to serve on the Town of Argyle Branding Committee.
4. Discuss and consider a request by Republic Services (Allied Waste) for a change in the current service day from Wednesday to Monday.

I. OLD BUSINESS:

None

J. OPEN FORUM:

The opportunity for citizens to address the Town Council on any non-agenda item (limit 5 minutes per person); however, the Texas Open Meetings Act prohibits the Town Council from discussing issues which the public has not been given seventy-two (72) hour notice. Issues raised may be referred to Town Staff for research and possible future action.

K. EXECUTIVE SESSION:

PURSUANT TO TEXAS GOVERNMENT CODE, ANNOTATED, CHAPTER 551, SUBCHAPTER D:

1. Section 551.071- Consultation with the Town Attorney regarding pending litigation, to wit: Cause No. 15-10761-211: Texas Voices for Reason and Justice, Inc vs. the

Town of Argyle, Texas; the Town of Hickory Creek, Texas; the City of Oak Point, Texas and the City of Ponder, Texas.

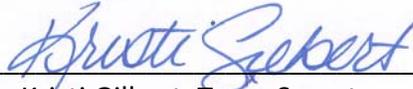
2. Adjourn into Open Meeting
3. Take action on Executive Session item(s).

L. RECEIVE REQUESTS FROM COUNCIL MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA (*discussion under this item must be limited to whether or not the Council wishes to include a potential agenda item on a future agenda*)

M. ADJOURN

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Argyle Town Hall, 308 Denton Street, Argyle, Texas, by 5:00 pm on the 22nd day of January, 2016.



Kristi Gilbert, Town Secretary

NOTE: If, during the course of the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Council will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E

 Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the Argyle Town Hall 48 hours in advance, at 940-464-7273, and reasonable accommodations will be made for assistance.



TOWN COUNCIL DATA SHEET



Agenda Item:

Update and discussion regarding the Town of Argyle Economic Feasibility Study.

Requested by:

Matt Jones, Director of Community Development

Background:

The Town of Argyle EDC provided funding for an economic feasibility study for the Town of Argyle. Petty and Associates have been working on the study and have developed a feasibility tool that is intended to be an objective instrument that is used when developments are proposed within the Town. The tool is currently designed to analyze developments located within the Form Base Code (FBC) areas of the Town when associated with a Master Development Plan (MDP) and is not intended to be used for small scale (under 20 acres) developments.

The tool quantifies the financial impact that a development will have on the long term financial stability of the Town. By using a series of matrix and statistics, the tool can forecast estimated revenues based on land use assumptions and compare those projected revenues to the cost the Town would incur to provide services in the areas of development. The Town could then use these financial forecasts as a component when considering proposed developments to ensure future stability for the Town.

Staff Recommendation:

N/A

Requested Action:

N/A

Attachments:

N/A



TOWN COUNCIL DATA SHEET



Agenda Item:

Discuss and provide direction to Town Staff regarding bringing forward amendments to the required lot sizes for residential properties in the Town Development Standards.

Requested by:

Matt Jones, Director of Community Development

Background:

The Town Council requested Town Staff to bring forward a discussion item regarding the minimum lot size requirements in the Town Development Standards regarding residential properties. The language in all single-family districts for lot size requirements is the following:

“Average Lot Depth - Lots shall maintain an average lot depth that is not less than two (2) times the lot width as measured at the front property line.”

“Average Lot Depth - Lots shall maintain an average lot depth that is not less than two (2) times the lot width as measured at the front building line for that portion of the lot located outside of the narrow “Flag” or “Panhandle” portion that extends from the right-of-way.”

Staff Recommendation:

N/A

Requested Action:

Provide appropriate direction to Town Staff regarding bringing forward amendments to the required lot sizes for residential properties.

Attachments:

Sample Existing Ordinance Language

 SECTION 14.3.32 A - AGRICULTURAL DISTRICT

14.3.32-4 AREA REGULATIONS:

A. Size of Lots:

1. Standard Lots:

- a. Minimum Lot Area - Five (5) acres[.]
- b. Minimum Lot Width - Three hundred feet (300') at the front property line.
- c. Minimum Lot Depth - Three hundred feet (300').
- d. Average Lot Depth - Lots shall maintain an average lot depth that is not less than two (2) times the lot width as measured at the front property line.

2. Flag Lots/Panhandle Lots:

- a. Minimum Lot Area - Five (5) acres for that portion of the lot located outside of the narrow “Flag” or “Panhandle” portion that extends from the right-of-way.
- b. Minimum Lot Width - One hundred feet (100') at the right-of-way and three hundred feet at the front building line.
- c. Minimum Lot Depth - Three hundred feet (300') for that portion of the lot located outside of the narrow “Flag” or “Panhandle” portion that extends from the right-of-way.
- d. Average Lot Depth - Lots shall maintain an average lot depth that is not less than two (2) times the lot width as measured at the front building line for that portion of the lot located outside of the narrow “Flag” or “Panhandle” portion that extends from the right-of-way.
- e. Maximum Length of “Flag” or “Panhandle” Portion of Lot - The narrow portion of a “Flag” or “Panhandle Lot” that extends from the right-of-way shall not exceed nine hundred (900) feet as measured perpendicular to the front property line.



TOWN COUNCIL DATA SHEET



Agenda Item: FY16 First Quarter Financial Report

Requested by: Kim Collins, Director of Finance

Background: Please find attached the FY16 First Quarter Financial Report. This report shows the revenues and expenditures at the 25% completion mark of the fiscal year ending September 30, 2016.

Revenue

The FY16 first quarter total revenue is at 34.16% of the 25% completion mark. *Ad Valorem Tax*, which represents 54% of total budgeted revenue, is above the 25% mark, as many citizens pay property taxes by December 31. Historically, we have received the majority of the property tax revenue by the January 31 due date. The next three revenue sources - *Sales Tax*, *Franchise Tax*, and *Municipal Court* - represent 33% of total budgeted revenue and are at or above budget.

Of the remaining 13% of total budgeted revenue, *Permits & Registrations*, *Construction Permits*, *Development*, *Other Revenue* are close to the 25% mark. *Development*, at 70.30% is a result of developer fees paid by 5T. *Transfers In* represents transfers from other funds to offset specific expenditures. FY16 transfers are from the Street Maintenance Sales Tax Fund for street materials and the Economic Development Corp. Fund to offset staff time spent on EDC items. These transfers have not yet been made.

Expenditures

The FY16 first quarter total expenditures are at 23.08% of the 25% mark. The FY16 budget provides services through expenditures in the form of employee compensation, building maintenance, street maintenance, vehicle maintenance, and contracted services such as legal and engineering. Eight departments in the General Fund have employees. Across those 8 departments, compensation represents 64.4% of the total expenditures; therefore, expenditures in these departments will pace fairly evenly across quarters. This bears out in the following departments: *Administration*, *Finance*, *Municipal Court*, *Police Administration*, *Police Operations*, *Community Development*, *Street Maintenance Administration* and *Street Maintenance*.



TOWN COUNCIL DATA SHEET



As you look across the other fund revenues and expenditures, you will notice patterns.

- All of the sales tax based revenue - General Fund (1 penny), Economic Development Fund (1/2 penny), Crime Control Prevention District (1/4 penny), and Street Maintenance Sales Tax Fund (1/4 penny) - is pacing basically the same percentage.
- The two ad valorem based revenues – General Fund & Debt Service Fund – pace at the same percentage on collection of property taxes. When a property owner's payment comes into the Denton County Tax Office, the proceeds are automatically split between the General Fund and Debt Service Fund based on the percentages determined and submitted to the Tax Office once the budget is adopted.
- Municipal Court revenue is typically correlated to Court Technology Revenue and Court Security Revenue.
- Development related revenue is typically correlated to Roadway Impact Fee Revenue and Wastewater Development Fee Revenue.

Because of the unique nature of special revenue funds and capital improvement funds, their revenues and expenditures may not pace at the 25% mark. We are happy to answer any specific questions about any of these funds.

Comments

FY15 audit preparation is underway.

Financial Impact: N/A

Staff Recommendation: N/A

Requested Action: N/A

Attachments: FY16 First Quarter Financial Report.

TOWN OF ARGYLE
FY 15-16 QUARTERLY BUDGET REPORT
1ST QUARTER (OCT - DEC 15)
25% OF FISCAL YEAR COMPLETE

FUNDS	ADOPTED BUDGET	Y-T-D ACTUAL	% OF BUDGET
<u>GENERAL FUND</u>			
REVENUES			
Ad valorem tax	1,545,640	592,257	38.32%
Sales tax	367,200	121,126	32.99%
Franchise tax	370,000	96,221	26.01%
Municipal court	192,000	73,417	38.24%
Permits & registrations	36,900	9,405	25.49%
Construction permits	208,600	44,938	21.54%
Development	48,762	34,282	70.30%
Other revenues	9,800	2,560	26.12%
Transfers In	73,300	-	0.00%
Other proceeds	-	-	0.00%
TOTAL REVENUES	<u>2,852,202</u>	<u>974,206</u>	<u>34.16%</u>
EXPENDITURES			
Town Council	34,633	2,352	6.79%
Administration	578,579	142,716	24.67%
Finance	127,528	31,645	24.81%
Municipal Court	86,496	21,412	24.76%
Information Technology	50,100	2,267	4.52%
Police Administration	408,263	122,367	29.97%
Police Operations	645,260	171,255	26.54%
Animal Control	11,500	2,850	24.78%
Community Development	205,833	40,303	19.58%
Comm. Devel. - Inspections	145,300	16,118	11.09%
Street Maint. Administration	175,211	51,847	29.59%
Street Maintenance	338,177	53,127	15.71%
Transfers to Other Funds	45,000	-	0.00%
TOTAL EXPENDITURES	<u>2,851,879</u>	<u>658,259</u>	<u>23.08%</u>
REVENUES OVER/ (UNDER) EXPENDITURES	<u>323</u>	<u>315,948</u>	

**TOWN OF ARGYLE
FY 15-16 QUARTERLY BUDGET REPORT
1ST QUARTER (OCT - DEC 15)
25% OF FISCAL YEAR COMPLETE**

<u>FUNDS</u>	<u>ADOPTED BUDGET</u>	<u>Y-T-D ACTUAL</u>	<u>% OF BUDGET</u>
<u>SPECIAL REVENUE FUNDS</u>			
ECONOMIC DEVELOPMENT FUND			
REVENUES	184,360	60,349	32.73%
EXPENDITURES	260,916	21,138	8.10%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(76,556)</u>	<u>39,211</u>	
CRIME CONTROL & PREVENTION FUND			
REVENUES	95,080	38,159	40.13%
EXPENDITURES	139,187	18,716	13.45%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(44,107)</u>	<u>19,443</u>	
STREET MAINTENANCE SALES TAX FUND			
REVENUES	92,080	30,132	32.72%
EXPENDITURES	145,000	33,888	23.37%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(52,920)</u>	<u>(3,756)</u>	
COURT TECHNOLOGY FUND			
REVENUES	7,730	2,284	29.54%
EXPENDITURES	12,600	1,390	11.03%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(4,870)</u>	<u>894</u>	
COURT SECURITY FUND			
REVENUES	5,830	1,728	29.64%
EXPENDITURES	11,500	-	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(5,670)</u>	<u>1,728</u>	
KEEP ARGYLE BEAUTIFUL FUND			
REVENUES	200	4,375	2187.50%

TOWN OF ARGYLE
FY 15-16 QUARTERLY BUDGET REPORT
1ST QUARTER (OCT - DEC 15)
25% OF FISCAL YEAR COMPLETE

FUNDS	ADOPTED BUDGET	Y-T-D ACTUAL	% OF BUDGET
EXPENDITURES	12,500	-	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(12,300)</u>	<u>4,375</u>	
PARKLAND DEDICATION FUND			
REVENUES	45,170	6,523	14.44%
EXPENDITURES	114,000	7,500	6.58%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(68,830)</u>	<u>(977)</u>	
TREE REFORESTATION FUND			
REVENUES	20	-	
EXPENDITURES	4,000	-	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(3,980)</u>	<u>-</u>	
LEOSE TRAINING FUND			
REVENUES	1,200	-	
EXPENDITURES	2,000	382	19.10%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(800)</u>	<u>(382)</u>	
POLICE DONATIONS FUND			
REVENUES	4,260	4,554	106.90%
EXPENDITURES	7,000	-	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(2,740)</u>	<u>4,554</u>	
SENIOR CITIZENS ORGANIZATION			
REVENUES	1,442	90	6.24%
EXPENDITURES	1,200	371	30.90%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>242</u>	<u>(281)</u>	

**TOWN OF ARGYLE
FY 15-16 QUARTERLY BUDGET REPORT
1ST QUARTER (OCT - DEC 15)
25% OF FISCAL YEAR COMPLETE**

<u>FUNDS</u>	<u>ADOPTED BUDGET</u>	<u>Y-T-D ACTUAL</u>	<u>% OF BUDGET</u>
<u>CAPITAL PROJECTS FUNDS</u>			
CAPITAL IMPROVEMENTS FUND			
REVENUES	700	124	17.78%
EXPENDITURES	66,001	-	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(65,301)</u>	<u>124</u>	
ROADWAY IMPACT FEES FUND			
REVENUES	138,510	22,500	16.24%
EXPENDITURES	-	-	
REVENUES OVER/ (UNDER) EXPENDITURES	<u>138,510</u>	<u>22,500</u>	
EQUIPMENT REPLACEMENT FUND			
REVENUES	20,200	-	0.00%
EXPENDITURES	32,750	-	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(12,550)</u>	<u>-</u>	
<u>DEBT SERVICE FUND</u>			
REVENUES	489,406	181,721	37.13%
EXPENDITURES	475,818	750	0.16%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>13,588</u>	<u>180,971</u>	

**TOWN OF ARGYLE
FY 15-16 QUARTERLY BUDGET REPORT
1ST QUARTER (OCT - DEC 15)
25% OF FISCAL YEAR COMPLETE**

FUNDS	ADOPTED BUDGET	Y-T-D ACTUAL	% OF BUDGET
<u>UTILITY FUNDS</u>			
WASTEWATER UTILITY OPERATING FUND			
REVENUES	509,940	116,570	22.86%
EXPENDITURES	604,956	107,137	17.71%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(95,017)</u>	<u>9,433</u>	
WASTEWATER CAPITAL PROJECTS FUND			
REVENUES	500	-	0.00%
EXPENDITURES	110,092	-	
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(109,592)</u>	<u>-</u>	
WASTEWATER DEVELOPMENT FUND			
REVENUES	142,672	29,172	20.45%
EXPENDITURES	43,813	-	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>98,859</u>	<u>29,172</u>	

Cash and Investment Report

	Balance at beginning of Quarter 10/01/2015	Balance at end of Quarter 12/31/2015	Interest Rate
Bank Accounts			
General Fund - PointBank	4,623,913.11	4,842,328.78	0.59%
I & S - PointBank	123,186.12	304,907.12	0.59%
CCPD - PointBank	163,260.05	166,933.80	0.59%
EDC - Northstar (checking)	104,739.55	118,646.48	0.25%
EDC - Northstar (liquid CD)	205,250.10	205,431.25	0.35%
	\$ 5,220,348.93	\$ 5,638,247.43	
Investment Accounts			
TexPool - General Fund	93,757.90	93,807.26	0.13%
TexPool - WW Development	59,960.25	59,991.84	0.13%
TexPool - EDC	38,517.18	38,537.42	0.13%
TexPool - Roadway CIP	401.74	401.74	0.13%
	\$ 192,637.07	\$ 192,738.26	
 Total Cash in Bank	 \$ 5,412,986.00	 \$ 5,830,985.69	

Funds of the Town of Argyle are invested in accordance with Chapter 2256 of the "Public Funds Investment Act." The Act clearly defines allowable investment instruments for local governments. The Town of Argyle Investment Policy incorporates the provisions of the act and all investment transactions are executed in compliance with the Act and the Policy.



Town Council Work Session & Regular Meeting Minutes – December 15, 2015

The Regular Meeting of the Town Council was held on **December 15, 2015** at 6:00 p.m. at the Argyle Town Hall. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at Argyle Town Hall, giving notice of time, date, place, and agenda thereof.

A. CALL WORK SESSION TO ORDER

Mayor Krueger called the work session to order at 6:02 p.m.

Attendee Name	Title	Status	Arrived
Peggy Krueger	Mayor	Present	
Joey Hasty	Mayor Pro Tem	Present	
Kay Teer	Council Member, Place 2	Absent	
Eric Lamon	Council Member, Place 3	Present	
Jay Haynes	Council Member, Place 4	Present	6:25 p.m.
Marla Hawkesworth	Council Member, Place 5	Present	

B. WORK SESSION

The pre-meeting work session is designed as an opportunity for the Town Council to discuss pending items. No action will be taken during the work session portion of the meeting.

1. Discussion regarding the draft Town of Argyle Transportation and Thoroughfare update and US 377 Schematic Design.

Town Manager Paul Frederiksen introduced Debbie Newman with Jacobs Engineering, the firm designing the TxDOT Highway 377 project. Ms. Newman reviewed the 60% schematics with the Town Council. The Council advised Ms. Newman that they would like to see silent crossings at all major intersections included in the design. Councilmembers commented that, at a minimum, they want to make certain the designs would not preclude the construction of silent crossings in the future.

Town Engineer John Birkhoff reviewed the updated draft Transportation and Thoroughfare Plan. The Council held discussions with regard to silent crossings, road cross sections and walkability throughout town. Additional discussions were held with regard to Village Way and streets in Old Town.

2. Discussion regarding any regular session items.

The work session was adjourned at 7:27 p.m.

C. CALL REGULAR SESSION TO ORDER

The Mayor called the regular session to order at 7:31 p.m.

D. INVOCATION

E. PLEDGE OF ALLEGIANCE

F. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

1. Council Recognition

The Council recognized the Argyle High School Girls' Volleyball State Championship team.

2. Town Council and Staff Presentations / Reports

None

G. CONSENT AGENDA

1. Consider approval of the October 27, 2015 Town Council Minutes.

2. Consider approval of an ordinance amending the Town Development Standards by establishing the Town Council as the Zoning Board of Adjustment. (*Ordinance 2015-25*)

ACTION: Item G.1. and G.2.

APPROVED

Mayor Pro Tem Hasty moved to approve the consent agenda as presented. Councilmember Haynes seconded the motion. For: Unanimous. The motion passed 4 to 0.

H. NEW BUSINESS

1. Discuss and consider approval of an ordinance annexing 28.05 acres of land in the Town of Argyle Extra Territorial Jurisdiction (ETJ), located at 1301 S. HWY 377, Argyle, TX 76226, and more specifically known as Liberty Christian School.

ACTION: Item H.1.

APPROVED

Mayor Pro Tem Hasty moved to approve an ordinance annexing 28.05 acres of land in the Town of Argyle Extra Territorial Jurisdiction (ETJ), located at 1301 S. HWY 377, Argyle, TX 76226, and more specifically known as Liberty Christian School. Councilmember Lamon seconded the motion. For: Unanimous. The motion passed 4 to 0. (*Ordinance 2015-26*)

I. OLD BUSINESS

None.

J. OPEN FORUM

The opportunity for citizens to address the Town Council on any non-agenda item (limit 5 minutes per person); however, the Texas Open Meetings Act prohibits the Town Council from discussing issues which the public has not been given seventy-two (72) hour notice. Issues raised may be referred to Town Staff for research and possible future action.

No citizens chose to speak during the open forum portion of the meeting.

K. EXECUTIVE SESSION

The Council adjourned into Executive Session at 7:43 p.m. PURSUANT TO TEXAS GOVERNMENT CODE, ANNOTATED, CHAPTER 551, SUBCHAPTER D, SECTION §551.071.

1. Section 551.071- Consultation with the Town Attorney regarding Sex Offender Registration Ordinance and Hickory Hill Drainage.
2. Section §551.074 - Discuss the appointment, employment, evaluation, reassignment, or duties of a public officer or employee: Town Manager
3. Adjourn into Open Meeting
The Town Council reconvened into open session at 8:21 p.m.
4. Take action on Executive Session item(s).
No action was taken.

L. RECEIVE REQUESTS FROM COUNCIL MEMBERS/STAFF for items to be placed on next meeting agenda

Councilmember Hawkesworth asked for an update on the promotional video.

Mayor Krueger asked for staff to provide information regarding lot size requirements set forth in Section 14.3.71-11 of the Code of Ordinances.

M. ADJOURN

The meeting was adjourned at 8:26 p.m.

Approved this 26th day of January, 2016.

Peggy Krueger, Mayor

Kristi Gilbert, Town Secretary



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of an ordinance calling the General Municipal Election of Officers for May 7, 2016.

Background:

Section 1.03.001 of the Town of Argyle Code of Ordinances provides for the election of Councilmembers for Place Numbers 1, 3 and 5 in even numbered years. Additionally, state law sets the first Saturday in May as a uniform election date.

Financial Impact:

The FY16 budget has \$8,200 allocated towards election expenses assuming a maximum of two elections per year. The Town of Argyle contracts with the Denton County Elections Administrator to conduct the election each year. This contract allows the Town to share election expenses with other entities. The contract amount is unknown until the end of February when the County determines how many entities will be contracting for election services. The May 2014 and 2015 elections cost the Town \$2,631.87 and \$2,349.27 respectively.

Staff Recommendation:

Staff recommends Council approval.

Requested Action:

Motion to approve an ordinance calling the General Municipal Election of Officers for May 7, 2016.

Attachments:

Ordinance Ordering the General Election

**TOWN OF ARGYLE, TEXAS
ORDINANCE 2016-XX**

GENERAL ELECTION ORDER FOR MAY 7, 2016

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

WHEREAS, Section 22.003 of the Local Government Code provides that an election for officers of Type “A” General Law Municipality shall be held annually on an authorized uniform election day; and

WHEREAS, Section 41.001(a) of the Texas Election Code, as amended by the 84th Texas Legislature, establishes the first Saturday of May, 2016, as a Uniform Election Day for the purposes of conducting a General Election; and

WHEREAS, Section 3.004(a)(3) of the Texas Election Code provides that the governing body of a municipality shall be the authority to order a General Election for electing Municipal Officers; and

NOW, THEREFORE, BE IT ORDERED AND RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, THAT:

**SECTION I
ELECTION ORDERED**

The Town Council of the Town of Argyle hereby orders that a General Election be held on May 7, 2016, being the first Saturday in May of 2016, for the purposes of electing three citizens to serve as Alderman for a term of two years for Places 1, 3 and 5.

**SECTION II
PRECINCTS**

The election precinct for said election shall be the regular precinct of Denton County (Precinct 4017) to the extent that they are within the corporate limits of the Town of Argyle.

**SECTION III
ADMINISTRATION OF ELECTION**

The General Election shall be conducted in accordance with the provisions of the Texas Election Code. The Town Manager is hereby authorized and directed to execute such election agreement for the election for and on behalf of the Town, with all expenses of the joint election borne as outlined in the election agreement. The Town of Argyle will contract with Denton County for a joint election.

**SECTION VI
EARLY VOTING CLERKS**

(a) In accordance with Sections 31.097 and 271.006 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk of the purposes of conducting said election:

Lannie Noble, Early Voting Clerk
PO Box 1720
Denton, TX 76202

(b) Kristi Gilbert, Town Secretary for the Town of Argyle shall serve as chief early voting clerk.

(c) Any permanent county employee serving under the Elections Administrator shall serve as deputy early voting clerks.

**SECTION V
EARLY VOTING LOCATIONS**

Early voting shall be conducted by the Denton County Elections Administrator, Lannie Noble. The main early voting polling place is **701 Kimberly Drive Denton, Texas 76208**. Early voting in the Town of Argyle, Texas will be conducted at Argyle Town Hall, 308 Denton Street, Argyle, Texas 76226 and at all other locations in Denton County designated by the Denton County Elections Administrator.

The required early voting by personal appearance of said election as well as additional times established by the Town Council are as follows:

Monday – Friday	April 25-April 29, 2016	8:00 a.m. to 5:00 p.m.
Saturday	April 30, 2016	8:00 a.m. to 5:00 p.m.
Sunday	May 1, 2016	1:00 p.m. to 5:00 p.m.
Monday-Tuesday	May 2-3, 2016	7:00 a.m. to 7:00 p.m.

**SECTION VI
ELECTION DAY POLLING PLACES**

Argyle Town Hall, 308 Denton Street, Argyle, Texas 76226 and all other locations in Denton County designated by the Denton County Elections Administrator will serve as election day polling locations.

**SECTION VII
NOTICE AND PUBLICATION**

Notice of the Election shall be given by posting a notice of election in both English and Spanish at Argyle Town Hall located at 308 Denton Street, Argyle, Texas, on the bulletin board not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by

publication of said notice at least once in the official newspaper of the Town, being a newspaper of general circulation within the Town, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the Town Secretary shall secure a publisher's affidavit.

In addition thereto, a copy of the notice shall also be filed with the Town Secretary at least twenty-one (21) days before the Election.

SECTION VIII

A copy of this order shall be retained with the other records of the election in accordance with the Texas Election Code.

APPROVED this the 26th day of January, 2016.

APPROVED:

Peggy Krueger, Mayor

(Seal)

ATTEST:

Kristi Gilbert
Town Secretary



TOWN COUNCIL DATA SHEET



Agenda Item:

A Resolution of the Town of Argyle adopting the Denton County Hazard Mitigation Action Plan, January 2016.

Requested by:

Chief William T. Tackett

Background:

This annex was prepared in 2014 as part of an update to the Denton County Multi-Jurisdictional Hazard Mitigation Action Plan. The Town of Argyle participated in the Countywide Denton County HazMAP Working Group. This is a new hazard mitigation plan and the first to be submitted to FEMA for the Town of Argyle. In addition to the countywide hazards and strategies discussed in the previous section, this annex serves as a complete hazard mitigation planning tool for the Town of Argyle. It contains capability assessment information, a specific vulnerability assessment, and a complete mitigation strategy.

This plan was prepared through several workshops with Denton County and the North Central Texas Council of Governments. It was submitted in its draft form to the Texas Division of Emergency Management for their review and comments. The plan has been submitted and approved (pending adoption by Council and Denton County Commissioners Court) by the Federal Emergency Management Agency.

Failure on our part to adopt this Hazard Mitigation Plan does not give us a seat at the table for future mitigation funds as they are released from the Federal Government.

Staff Recommendation:

Pass a resolution adopting the HazMAP as our jurisdiction's official mitigation document.

Requested Action:

Adoption of resolution.

Attachments:

[Denton County HazMAP Mitigation Plan](#)

Resolution

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

January 4, 2016

The Honorable Mary Horn
Denton County Judge
110 West Hickory Street
2nd Floor
Denton, TX 76201-4168

RE: Approvable Pending Adoption of the County of Denton Local Mitigation Plan

Dear Judge Horn,

Congratulations! FEMA has concluded the review of the Denton County, Texas, local mitigation action plan, and the plan is found to be approvable pending adoption. In order for this plan to receive final FEMA approval, the jurisdiction(s) must adopt this plan and submit the complete adoption package to the state within 90 days. The plan update timeline will begin on the date of the FEMA approval letter. Please mail us the complete adoption package in the form of a CD containing the following:

- The final plan formatted as a single document
 - Plan must be dated to match the date of the first adoption
 - Remove track changes, strikethroughs and highlights
- All signed resolutions as a separate single document

The previous review tool may contain recommendations to be applied to your next update. **DO NOT** make any further changes to your plan until it has been approved.

The following participating governments are included in **Attachment A**.

If you have any questions concerning this procedure, please do not hesitate to contact me at Mitchell.Osburn@dps.texas.gov or 512-337-0043. We commend you for your commitment to mitigation.

Respectfully,

Mitchell A. Osburn
Mitigation Plans Administrator
Texas Division of Emergency Management
Texas Homeland Security
Texas Department of Public Safety

Enclosures: Attachment A

Attachment A

Denton County, Texas
Multi-Jurisdictional
Hazard Mitigation Plan Participants

Below is the list of participating governments included in the December 1, 2015 review of the referenced Hazard Mitigation plan:

1. Denton County
2. Town of Argyle
3. City of Aubrey
4. City of Corinth
5. Town of Cross Roads
6. City of Denton
7. Town of Double Oak
8. Town of Flower Mound
9. Town of Hickory Creek
10. City of Highland Village
11. City of Justin
12. City of Krugerville
13. City of Krum
14. City of Lake Dallas
15. City of Lewisville
16. Town of Little Elm
17. City of Pilot Point
18. Town of Ponder
19. City of Roanoke
20. City of Sanger
21. Town of Shady Shores
22. City of The Colony

MO/kg

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2016-XX**

**A RESOLUTION OF THE TOWN OF ARGYLE ADOPTING THE
DENTON COUNTY HAZARD MITIGATION ACTION PLAN,
JANUARY 2016.**

WHEREAS, the Town of Argyle recognizes the threat that natural hazards pose to people and property within Denton County; and

WHEREAS, the County of Denton has prepared a multi-hazard mitigation plan, hereby known as Denton County Hazard Mitigation Action Plan, January 2016 in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, Denton County Hazard Mitigation Action Plan, January 2016 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Town of Argyle from the impacts of future hazards and disasters; and

WHEREAS, adoption by the Town Council of the Town of Argyle demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the Denton County Hazard Mitigation Action Plan, January 2016.

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

Section 1. The Town Council of the Town of Argyle adopts the Denton County Hazard Mitigation Action Plan, January 2016.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
ARGYLE, TEXAS on this 26th day of January, 2016**

APPROVED:

Peggy Krueger
Mayor

ATTEST:

Kristi Gilbert
Town Secretary



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a Developer's Agreement for 5T Ranch, Phase 1.

Requested by:

Matt Jones, Director of Community Development

Background:

The Final Plat for 5T Ranch, Phase 1 was approved by the Planning and Zoning Commission on June 2, 2015. The Developer's Agreement details the expectations and deliverables the developer is responsible for when constructing the public improvements for the development to be dedicated to the Town.

Staff Recommendation:

The Town Attorney, Town Engineer, and Town Staff have reviewed the document for accuracy and compliance with the Town's Development Standards.

Staff recommends approval of the Developer's Agreement as presented.

Requested Action:

Approval of Developer's Agreement.

Attachments:

5T Ranch, Phase 1 – Developer's Agreement

TOWN OF ARGYLE, TEXAS
Development Agreement
5T Ranch, Phase One

The State of Texas
County of Denton

WHEREAS, **Argyle 5T Ranch, LLC**, a duly incorporated Texas limited liability corporation, hereinafter referred to as, "Developer", is the owner of the following described property and desires to make certain improvements to the following lots and blocks in **5T Ranch, Phase One**, a proposed addition to the Town of Argyle, Texas:

<u>Lots</u>	<u>Blocks</u>
1X, 2-7, 35-36, 37X	A
1X	B
1-18	C
1-10	D

WHEREAS, the said Developer has requested the Town of Argyle, a Type A General Law Municipality of Denton County, Texas, hereinafter referred to as, "Town", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through **Argyle 5T Ranch, LLC** and **Justin Welborn, Manager**, its duly authorized officer, and the Town, acting herein by and through Paul Frederiksen, it's Town Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities, streets, drainage, street lights and street

Development Agreement – The Oaks, Phase Two

signs, and park/trail improvements; summary of infrastructure (development) amounts; assurance payments to the Town; payment of impact fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for **5T Ranch, Phase One** approved by the Town on **June 2, 2015**.

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.20 Payment of Developer Infrastructure Assurance Fees

The developer and the Town agree that the final plat of **5T Ranch, Phase One** will not be filed for record until all Developer Assurance Fees are paid and construction has progressed to the point where all final easement locations have been determined. No building permits will be issued for any lots prior to the plat recording.

1.30 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project. See Section 4.8 Dedication of Infrastructure Improvements

Development Agreement – The Oaks, Phase Two

for miscellaneous construction costs regarding construction plan review.

1.40 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the Town’s Tree Preservation Ordinance during all phases of construction. The Developer shall submit a tree protection plan showing the measures of tree protection to be employed during construction prior to any site work on the project.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted. As such, the Developer shall be solely responsible for any actual costs which exceed the estimates below. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the Town in accordance with the construction guidelines set forth by the Town:

2.10 Sanitary Sewer Improvements

The distribution of costs between the Town and the Developer for all sanitary sewer improvements are as follows:

ON-SITE IMPROVEMENTS:

	Full Project Cost	Developer's Assurance Amount	Town Participation
Sanitary Sewer Facilities	\$486,695.00	\$486,695.00	\$0.00
Other Related Facilities	\$0.00	\$0.00	\$0.00
Total Construction Cost	\$486,695.00	\$486,695.00	\$0.00

Development Agreement – The Oaks, Phase Two

2.20 Street and Storm Drainage Improvements

The distribution of costs between the Town and the Developer for all street and drainage improvements are as follows:

	Full Project Cost	Developer's Assurance Amount	Town Participation
Storm Drainage Facilities	\$306,970.00	\$306,970.00	\$0.00
Streets & Sidewalks	\$429,080.25	\$429,080.25	\$0.00
Total Construction Cost	\$736,050.25	\$736,050.25	\$0.00

2.30 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Sanitary Sewer Facilities	\$486,695.00
Storm Drainage Facilities	\$306,970.00
Streets & Sidewalks	\$429,080.25
Total Construction Cost	\$1,222,745.25

ASSURANCE FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

	Percentage of Construction	Construction Cost	Final Assurance Amount
Sanitary Sewer Inspection Fee	3.5%	\$486,695.00	\$17,034.33
Storm Drainage Inspection Fee	3.5%	\$306,970.00	\$10,743.95
Streets & Sidewalks Inspection Fee	3.5%	\$429,080.25	\$15,017.81
Payment to the Town			\$42,796.08

Development Agreement – The Oaks, Phase Two

RECOMMENDED:

Andrew Mata Jr., P. E.
Town Engineer

Date

Development Agreement – The Oaks, Phase Two

3.00 Miscellaneous Improvements

3.10 Sidewalk

The Developer shall be responsible for installing a five-foot (5') wide sidewalk along right-of-ways on open space lots and other lots that will not contain single family residential units within **5T Ranch, Phase One**.

3.20 Walls, Landscaping and Irrigation

The Developer shall be responsible for installing any required walls, landscaping and irrigation in accordance with the approved plans.

3.30 Street Lights and Street Name and Regulatory Signs

The Developer is responsible for the initial installation and maintenance of all street lights. Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the Town's Director of Public Works. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and Town requirements, including but not limited to, exact placement, sign height and block numbers. The Town shall not be responsible or obligated to maintain and/or replace any non-standard street light poles, sign poles, street name signs or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

Development Agreement – The Oaks, Phase Two

FEES TO BE PAID UPON EXECUTION OF THE DEVELOPER AGREEMENT:

	<u>Quantity</u>	<u>Unit Cost</u>	<u>Participation Payment to the Town</u>
Power for Streetlights	13	\$25.00 per pole per month for 24 months	\$7,800.00
Payment to the Town			\$7,800.00

RECOMMENDED:

Troy Norton
Director of Public Works

Date

Development Agreement – The Oaks, Phase Two

3.40 Park Land Dedication

In lieu of park land dedication, the Developer hereby agrees to pay all required Park Land Development Fees. In consideration of the benefits provided for herein, the receipt and sufficiency of which are hereby affirmed, Developer waives any requirements or limitations upon the Town regarding how or what part of the Town or Park the Park Fees are to be spent. The Developer agrees that the Park Land Development Fees will be paid at the time of building permit issuance for each single family unit constructed pursuant to this agreement and the Town ordinances.

The following table identifies the Park Land Development Fees due by the Developer for this project at the time of single family building permit issuance, with the corresponding credit reduction as outlined above:

PARK FEES TO BE PAID WITH BUILDING PERMIT ISSUANCE:

	<u>Lots</u>	<u>Fee per Lot</u>	<u>Final Assurance Amount</u>
Park Land Dedication Money in Lieu of Land Credit for Hike and Bike Trail or park Improvements	36	\$789.00	\$28,404.00
			\$0.00
Park Fees collected after all building permits are issued:			\$28,404.00

RECOMMENDED:

 Matthew C. Jones, AICP
 Director of Community Development

 Date

Development Agreement – The Oaks, Phase Two

3.50 Impact Fees

Roadway Impact Fees and Wastewater Impact Fees as set forth by Town ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner or developer at the time of Building Permit issuance for each individual lot within **5T Ranch, Phase One** and shall be based on the Roadway Impact Fee for Service area #1 fee as set forth in the Town of Argyle Impact Fee Ordinance that is in effect as of the issuance date of each individual building permit issued in **5T Ranch, Phase One**.

IMPACT FEES TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE:

	<u>Lots</u>	<u>Fee per Lot</u>	<u>Final Assessment Amount</u>
Waste Water Impact Fee	36	\$2,914.00	\$104,904.00
Roadway Impact Fee	36	\$2,500.00	\$90,000.00
Total Impact Fees To Be Collected			\$194,904.00

RECOMMENDED:

 Matthew C. Jones, AICP
 Director of Community Development

 Date

Development Agreement – The Oaks, Phase Two

4.00 Miscellaneous Provisions

4.10 Bonds

The Developer agrees to require the contractor(s) to furnish the Town with a payment and performance bond if the contract cost exceeds \$25,000.00. The payment and performance bonds shall be submitted prior to the Town issuing the Notice to Proceed.

The Developer agrees to require the contractor(s) to furnish the Town with a two (2) year maintenance bond in the name of the Town, subject to Town approval for one hundred percent (100%) of the contract price of the residential streets, sanitary sewer (not including components for single-phase to three-phase power), and underground stormwater drainage facilities improvements. The maintenance bond(s) shall be submitted and approved prior to acceptance of the improvements.

The Developer agrees to require the contractor(s) to furnish the Town with a five (5) year maintenance bond in the name of the Town, subject to Town approval for one hundred percent (100%) of the contract price of the sanitary sewer improvements associated with the single-phase to three-phase power conversion, including but not limited to, pumps and associated equipment. The maintenance bond(s) shall be submitted and approved prior to acceptance of the improvements.

The developer will provide the Town with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

Development Agreement – The Oaks, Phase Two

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

In consideration of the benefits provided for herein, the receipt and sufficiency of which are hereby affirmed, the Developer shall waive all claims, fully release, indemnify, defend and hold harmless the Town and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the Town and all of its officials, officers, agents, consultants, employees and invitees in

Development Agreement – The Oaks, Phase Two

both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the Town and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The Town shall be responsible only for the Town's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the Town's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law.

4.40 Indemnity Against Design Defects

Approval of the Town Engineer or other Town employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a

Development Agreement – The Oaks, Phase Two

release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the Town for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the Town Engineer or other Town employee, official, consultant, or officer signifies the Town's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the Town, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the Town, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith.

4.50 Approval of Plans

The Developer and Town agree that the approval of plans and specifications by the Town shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement

Development Agreement – The Oaks, Phase Two

built in accordance therewith will be designed or built in a good and workmanlike manner. Neither the Town nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the Town for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.60 Venue

Venue of any action brought hereunder shall be in Denton, Denton County, Texas.

4.70 Release of Building Permits

The Developer may request the Director of Community Development to release fifty percent (50%) of the total building permits (18 permits) for **5T Ranch, Phase One** upon completion of the public streets and final acceptance of the sanitary sewer and underground stormwater drainage facilities that are not deemed private. Building permits for all lots for **5T Ranch, Phase One** will be released upon Final Acceptance of all public and private infrastructure improvements including park and trail construction, screening walls, retaining walls, fencing, landscaping and irrigation.

Development Agreement – The Oaks, Phase Two

4.80 Dedication of Infrastructure Improvements

Upon final acceptance of **5T Ranch, Phase One** the public streets, sanitary sewer, and underground stormwater drainage facilities shall become the property of the Town.

Before Final Acceptance, the Developer shall reimburse the Town for professional engineering fees that the Town incurred during the review and construction process for **5T Ranch, Phase One**, in the amount of **\$9,247.17**.

4.90 Assignment

This contract, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the Town Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to be come due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

Development Agreement – The Oaks, Phase Two

IN TESTIMONY WHEREOF, the Town of Argyle has caused this instrument to be executed in duplicate in the Town’s name and on the Town’s behalf by the Town Manager, attested by the Town Secretary, with the corporate seal of the Town affixed, and said Developer has executed this instrument in duplicate, at the Town of Argyle, Texas this the 26th day of January, 2016.

5T Ranch, Phase One:

Town of Argyle, Texas:

Justin Welborn
Manager
Argyle 5T Ranch, LLC

Paul Frederiksen
Town Manager

ATTEST:

Kristi Gilbert
Town Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Matthew C.G. Boyle
Town Attorney

Date

Distribution of Originals: Developer
 Town Secretary
 Community Development Department

Development Agreement – The Oaks, Phase Two

CORPORATE ACKNOWLEDGMENT:

The State of Texas

County of

Before me, the undersigned, on this day personally appeared Justin Welborn, Manager of Argyle 5T Ranch, LLC proved to me through the presentation of a valid Texas Driver=s License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Mr. Welborn furthermore attested that he/she is signing this Agreement in his capacity as Manager of Argyle 5T Ranch, LLC, and that such capacity makes his signature valid to bind the company, Argyle 5T Ranch, LLC.

Seal:

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of
, 2016.

My Commission Expires:

Texas

Notary Public in and for the State of



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a resolution ratifying the execution of the Voluntary Cooperation Agreement for the Operation and Maintenance of Traffic Signals.

Requested by:

Paul Frederiksen, Town Manager

Background:

The Texas Department of Transportation (TxDOT) is responsible for the operation and maintenance of traffic signals on state roadways. TxDOT has contracted with the Town of Flower Mound to maintain the traffic signals within the Towns of Argyle, Double Oak, Bartonville and Flower Mound, the City of Highland Village and Denton County. TxDOT requires each jurisdiction to execute an agreement authorizing TxDOT to enter into the agreement with Flower Mound.

Financial Impact:

All funding for the operation and maintenance agreement will be provided by TxDOT and will not have a financial impact on the Town of Argyle.

Staff Recommendation:

Staff recommends approval of resolution.

Requested Action:

Approval of a resolution ratifying the execution of the Voluntary Cooperation Agreement for the Operation and Maintenance of Traffic Signals.

Attachments:

Resolution
Voluntary Cooperation Agreement

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2016-**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, RATIFYING THE TOWN MANAGER’S EXECUTION OF A VOLUNTARY COOPERATION AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION, THE CITY OF HIGHLAND VILLAGE, THE TOWNS OF ARGYLE, BARTONVILLE, DOUBLE OAK AND FLOWER MOUND AND DENTON COUNTY RELATING TO THE OPERATION AND MAINTENANCE OF CERTAIN TRAFFIC SIGNALS ALONG THE STATE HIGHWAY SYSTEM WITHIN THEIR RESPECTIVE JURISDICTIONS ON BEHALF OF THE TOWN OF ARGYLE, TEXAS.

WHEREAS, the Texas Department of Transportation, herein referred to as “State,” the County of Denton, the City of Highland Village and the Towns of Argyle, Bartonville and Double Oak, hereinafter referred to as “Local Agencies,” and the Town of Flower Mound, hereinafter referred to as “Performing Agency,” desire to cooperatively maintain and efficiently operate certain traffic signals located along the State Highway System within their respective jurisdiction; and

WHEREAS, the State is responsible for maintaining and operating traffic signals on FM 407, FM 1830, and FM 2499 within the Local Agency limits of the Local Agencies; and

WHEREAS, the Town of Flower Mound, the Performing Agency, has agreed to, and has been designated as, the entity responsible for the maintenance and operation of the designated signalized intersection with the State reimbursing the Performing Agency all costs associated therewith and in accordance to the attached Voluntary Cooperation Agreement; and

WHEREAS, it is deemed to be in the best interest, welfare, and safety of the citizens of the Town of Argyle that said Agreement be approved;

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

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: THAT, the Town Council of the Town of Argyle hereby ratifies the Town Manager’s execution of the Voluntary Cooperation Agreement for the operation and maintenance of traffic signals

between the State, Local Agencies and the Performing Agency in accordance with the terms and conditions therein.

AND IT IS SO RESOLVED.

ADOPTED AND APPROVED on this the 26th day of January, 2016.

TOWN OF ARGYLE, TEXAS

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

Approved as to Form and Legality:

Matthew C. G. Boyle, Town Attorney

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

**VOLUNTARY COOPERATION AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS**

THIS AGREEMENT (the "Agreement") is made by and through the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State" and the City of Highland Village, Town of Argyle, Town of Double Oak, Denton County and Town of Bartonville, hereinafter called the "Local Agencies" and the Town of Flower Mound, hereinafter called the "Performing Agency", acting by and through their respective duly authorized officials.

WITNESSETH

WHEREAS, the State and the Local Agencies desire to cooperate to maintain and efficiently operate certain traffic signals located along the State Highway System within their respective jurisdictions, hereinafter the "Project"; and,

WHEREAS, under 43TAC§25.5, the State is responsible for maintaining and operating traffic signals on FM 407, FM 1830, and FM 2499 within the Local Agency limits of the Local Agencies; and,

WHEREAS, the State is responsible for maintaining and operating adjacent traffic signals on the Project outside the Local Agency's limits, but within the County's law enforcement jurisdiction; and,

WHEREAS, the State, the Local Agencies, and the Performing Agency wish to cooperate and coordinate their efforts to operate an efficient traffic signal system with optimum progression of traffic light synchronization across each jurisdiction,; and,

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the Local Agencies that the State will participate in the construction, maintenance, and operation of said lighting system, subject to the conditions and provisions stated herein, as provided for in 43 Texas Administrative Code, Section 25.11 and Transportation Code, §221.002.

WHEREAS, the State, the Local Agencies, and the Performing Agency agree that, in order to improve response time, to repair malfunctioning traffic signals and to improve traffic signal progression at the Project sites, the Performing Agency shall be authorized to supervise and be responsible for the operating performance, administration and maintenance of the State's traffic signals on the subject highway within the Local Agencies' jurisdiction but outside the Performing Agency's limits and within the Local Agencies' law enforcement jurisdiction but outside the Performing Agency's law enforcement jurisdiction as listed on Exhibit 1, which is attached and made a part of this agreement; and

WHEREAS, the Performing Agency agrees to maintain and operate the designated signalized intersections with the State reimbursing the Performing Agency for all maintenance and operations costs as more fully described in Exhibits 2 and 3, attached hereto and made a part of this Agreement, and,

WHEREAS; the Performing Agency and the Local Agencies have adopted a resolution or ordinance by their respective governing bodies that authorize the Performing Agency and the Local Agencies to enter into this Agreement, which are attached as Exhibit 4, attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto and to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. Contract Period

This Agreement becomes effective when fully executed by the last party whose signing makes this Agreement fully executed and shall renew annually, subject to the availability of funding. This Agreement shall remain in full force and effect unless modified by mutual agreement and or amendment by all parties or terminated in accordance with Article 8, Termination.

Article 2. Performing Agency's Responsibilities

State, Local Agencies and Performing Agency agree that Performing Agency shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) Performing Agency shall provide trained staff to maintain and operate the traffic signals at locations as shown on Exhibit 1 on the state highway system within the jurisdictional limits of the Local Agencies.
- (b) Performing Agency agrees that it shall maintain and operate the traffic signals in accordance with the minimum requirements as shown on Exhibit 3
- (c) Performing Agency shall maintain, in a log or diary, all emergency calls and routine maintenance. At a minimum, the log(s) shall indicate the date and time of the call, the repair performed, if any, and the name of the person or entity reporting said call. The log(s) shall be maintained by Performing Agency for the duration of this Agreement.
- (d) Performing Agency shall perform administrative activities and provide administrative service necessary to perform this Interlocal Agreement.
- (e) Performing Agency shall prioritize the repairs based upon the public's safety, taking into account such criteria but not limited thereto, the order in which Performing Agency received the complaint or notice and the amount of traffic at said intersections.
- (f) The time of response to the traffic signal and the repairs, if any, shall be made as soon as possible. Delays in or lack of response to repairs may be grounds for termination of this Agreement.

Article 3. State's Responsibilities

The State, Local Agencies and Performing Agency agree that State shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) State shall pay Performing Agency for maintenance, operation and labor costs for the services and functions Performing Agency incurs as provided in Article 4, Compensation.
- (b) State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at State's option, any special auxiliary equipment, interconnect and/or communication material and equipment), and will supervise construction, reconstruction or betterment work as required by said plans and specifications.

As a project is developed to the construction stage, State will submit plans and specifications of the proposed work to the Local Agencies, wherein in the traffic signals lie, to secure its approval of the plans and specifications, and State will secure Local Agencies' and Performing Agency's consent for Performing Agency to maintain and operate the traffic signal prior to awarding the contract; said Local Agencies' and Performing Agency's consent to be signified by amendment of this agreement including Exhibit 1:

- (c) All costs of construction and/or reconstruction of new and existing traffic signals will be borne by State, and traffic signal system will remain the property of State.
- (d) It is understood and agreed that it is the responsibility of State to assume equipment upgrade of State's traffic signal system, as shown on Exhibit 1.

Article 4. Compensation

- (a) The maximum amount payable under this Agreement is \$ 66,080.64 per year.
- (b) Payment for operation and maintenance of the traffic signals will be at a flat rate per traffic signal, as shown in Exhibit 2.
- (c) The State will be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit 1. Power costs shall be billed directly to the State.
- (d) The Performing Agency shall submit an invoice acceptable to the State on a (monthly/quarterly/annual) basis. An acceptable invoice shall be submitted to the following address:
 Texas Department of Transportation
Attention: Director of Operations
 4777 E. Highway 80
 Mesquite, TX 75150
- (e) The Performing Agency shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under this Agreement.

These records may be reviewed at any reasonable time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.

- (f) Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the (monthly/quarterly/annual) payments. For eligibility of payment for emergency replacement of major equipment, actual costs shall be submitted to the State for review and reimbursement.
- (g) The State shall make payment to the Performing Agency within 30 days from receipt of the Performing Agency's request for payment, provided that the request is properly prepared.
- (h) Payment for the addition or deletion of a traffic signal installation shall be made by written amendment(s) and shall be based upon the calculations as shown in Exhibit 2.
- (i) Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to any party.

Article 5. Local Agencies' Responsibilities

The State, Local Agencies and Performing Agency agree that Local Agencies shall have the following responsibilities, obligations and duties pursuant to this Agreement:

- (a) Local Agencies agree that they will cooperate with State and Performing Agency in Performing Agency's responsibilities of the services and functions performed pursuant to this Agreement.
- (b) Local Agencies will, if any additional traffic signals are installed by the State by Amendment, fulfill their respective obligations under Article 3 (b),
- (c) Local Agencies may request to the State that additional traffic signal(s) are needed in their respective jurisdictions and specify the location thereof. If, after completing a traffic signal study, a traffic signal is authorized by State, then the obligations, duties and responsibilities as shown in Article 3 shall become effective.
- (d) Local Agencies agree that if they wish to withdraw from this Agreement, that the Agreement will not terminate the duties, obligations and responsibilities of the remaining parties to this Agreement.
- (e) Local Agencies shall maintain, in a log or diary, all emergency calls and routine maintenance submitted to Performing Agency. At a minimum, the log(s) shall indicate the date and time of the call, the repair to be performed, if any, and the name of the person taking said call. The log(s) shall be maintained by Local Agencies for the duration of this Agreement and required to be reviewed by the State annually.

Article 6. Additional Work

- A. If the Performing Agency is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the

State in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.

- B. If the State in its sole discretion finds that the work does constitute additional work, that State shall so advise the Performing Agency and a written amendment will be executed by all parties to this agreement. The Performing Agency shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. The State shall not be responsible for actions by the Performing Agency or for any costs incurred by the Performing Agency relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 7. Indemnification

The Local Agencies, the Performing Agency and the State acknowledge that they are not agents, servants, or employees of the other parties and each party is responsible for its own acts and deeds, errors, and omissions during the performance of this Agreement. The Local Agencies, the Performing Agency and the State further acknowledge that nothing in this Agreement creates, grants, or assigns rights or responsibilities to act as a joint venture or partnership with the other parties to this Agreement.

Article 8. Termination

This Agreement may be terminated by any of the following conditions:

- (a) By mutual written agreement and consent of all parties.
- (b) By State upon thirty (30) days written notice to Local Agencies and Performing Agency for failure of Performing Agency to provide adequate maintenance and operation services for those traffic signal installations which Performing Agency has agreed to maintain and operate.
- (c) By State upon sixty (60) days written notice to Local Agencies and Performing Agency that State will assume operation and maintenance at the end of the one (1) year period of this contract.
- (d) By Local Agencies or Performing Agency upon 120 days written notice to State.
- (e) At that time that any specific signal falls within the limits of a Local Agency possessing a population greater than 50,000 (based upon the Official U.S. Census), such signal shall be removed from the list shown under Exhibit 1, with all maintenance responsibilities of said signal to be reassigned under separate Agreement based upon the classification of the State roadway at that time, i.e. freeway vs. non-freeway.
- (f) As provided hereinbefore in this Agreement.

In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any state-owned equipment being held by the Local Agencies or Performing Agency shall be promptly returned within thirty (30) calendar days to the State upon termination of this Agreement.

Article 9. Transfer of Responsibilities

The Performing Agency shall not transfer its responsibilities for the work under this Agreement unless specifically approved in writing by State.

Article 10. Amendments

Changes in the character, costs, provisions, attached Exhibits, responsibilities or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by all parties.

Article 11. Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 12. State Auditor

The State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

Article 13. Sole Agreement

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding, written or oral agreements between the parties respecting the within subject matter.

Article 14. Reference to Costs Principles and Circulars

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles establish in OMB Circular A-21, "Cost Principles for Educational Institutions," or OMB Circular A-87, "Cost Principles for State and Local Agencies." The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Article 15. Records and Ownership

A. The Performing Agency agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by the State, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.

- B. After completion or termination of this contract, all documents prepared by the Performing Agency or furnished to the Performing Agency by the State shall be delivered to and become the property of the State. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to the State without restriction or limitation of further use.
- C. State shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Performing Agency or its subcontractors under this contract shall be owned by the State and will be delivered to the State at the time the contract is completed or terminated.

Article 16. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from the State, the Performing Agency shall furnish the State with satisfactory proof of its compliance with this Article.

Article 17. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

Article 18. Civil Rights Compliance

The parties shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

Article 19. Disadvantage Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

Article 20. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Agencies, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

Article 21. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Agencies shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 22. Insurance

If this agreement authorizes the Performing Agency or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 23. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

Article 24. Gratuities

Any person who is doing business with or who reasonably speaking may do business with the State under this contract may not make any offer of benefits, gifts, or favors to employees of the State. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 25. Signature Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

STATE OF TEXAS

J. K. Selman, P.E.

James K. Selman, P.E.
Dallas District Engineer

1/14/16

Date

EXHIBIT 1**Signalized intersection on State Highways located within Denton County:**

FM 407 at Lantana

Signalized intersection on State Highways located within the Town of Argyle:

FM 407 at FM 1830

Signalized intersection on State Highways located within the Town of Double Oak:

FM 407 at Copper Canyon

FM 407 at Simmons

Signalized intersection on State Highways located within the City of Highland Village:

FM 2499 at Highland Shores

FM 2499 at Live Oak

Signalized intersection on State Highways located within the Town of Bartonville:

FM 407 at McMakin

FM 407 at Branch Crossing

EXHIBIT 2
REIMBURSEMENT CALCULATION WORKSHEET

Signals shall be reimbursed at \$8,260.08 per intersection per year

Calculations: Locations X 8 = \$66,080.64

The total amount payable per year is \$66,080.64

Exact amount paid to the Performing Agency will be based upon whether a monthly, quarterly, or yearly payment schedule is selected. The actual payment to be made per billing cycle will be calculated by means of dividing the total amount paid per year by the number of payments to be made per year.

EXHIBIT 3**TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS**

The Performing Agency agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the Performing Agency.
2. Inspect the highway traffic signal system a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of burned out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
3. Keep signal poles, controller pedestals, and foundations in alignment.
4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).
5. Keep traffic and pedestrian signal heads aligned and properly adjusted. Repair back plates where needed.
6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Keep interior of controller cabinets in a neat and clean condition at all times.
8. Clean reflectors, lenses, and lamps a minimum of once every twelve months.
9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well kept appearance in the opinion of the State's representative. Plastic signal heads and galvanized and aluminum components are excluded.
10. Either replace the lamps of all highway traffic signal heads as a group upon expiration of the average rated lamp life or replace the lamps on a burn out basis
11. Repair or replace any and all equipment that malfunctions or is damaged.
12. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare

controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.

13. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays.
14. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
15. Document routine observations during the year by trained Performing Agency personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions.
16. Check cabinet filter a minimum of once every six months and clean if necessary cabinet filter shall be replaced every two years.
17. Document all checks and corrective actions in a separate logbook for each intersection.
18. In metropolitan Local Agencies where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the Performing Agency in cooperation with the State.

Traffic accidents, inclement weather, special events, maintenance, and construction activities are a few of the causes of nonrecurring congestion. Nonrecurring congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods on nonrecurring congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurring congestion occurs on freeway or expressway mainlanes.

Exhibit 4

Resolutions of the Local Agencies and the Performing Agency

**RESOLUTION OF THE
DENTON COUNTY COMMISSIONERS COURT**

A Resolution approving a Voluntary Cooperation Agreement between the Texas Department of Transportation, the City of Highland Village, the Towns of Argyle, Bartonville, Double Oak, and Flower Mound, and Denton County relating to the operation and maintenance of certain traffic signals along the State Highway System within their respective jurisdictions on behalf of Denton County, Texas.

WHEREAS, the Texas Department of Transportation, herein referred to as “State,” the City of Highland Village, Denton County, the Town of Argyle, the Town of Bartonville, and the Town of Double Oak, hereinafter referred to as “Local Agencies,” and the Town of Flower Mound, hereinafter referred to as “Performing Agency,” desire to cooperatively maintain and efficiently operate certain traffic signals located along the State Highway System within their respective jurisdictions; and

WHEREAS, the State is responsible for maintain and operating traffic signals on FM 407, FM 1830, and FM 2499 within the Local Agency limits of the Local Agencies, as well as adjacent traffic signals outside the Local Agency’s limits, but within the County’s law enforcement jurisdiction; and

WHEREAS, the Town of Flower Mound, the Performing Agency, has agreed to, and has been designated as, the entity responsible for the maintenance and operation of the designated signalized intersections with the State reimbursing the Performing Agency all costs associated therewith and in accordance to the attached Voluntary Cooperation Agreement; and

WHEREAS, it is deemed to be in the best interest, welfare, and safety of the citizens of Denton County that said Agreement be approved; and

NOW, THEREFORE, BE IT RESOLVED, that the Voluntary Cooperation Agreement for the operation and maintenance of traffic signals between the State, Local Agencies, and the Performing Agency in accordance with the terms and conditions therein, is hereby approved.

ADOPTED AND APPPROVED effective the 3rd day of November, 2015.

Mary Horn

Mary Horn, County Judge

Hugh Coleman

Hugh Coleman, Commissioner, Precinct 1

ATTEST:

Ron Marchant

Ron Marchant, Commissioner, Precinct 2

County Clerk

[Handwritten signature]

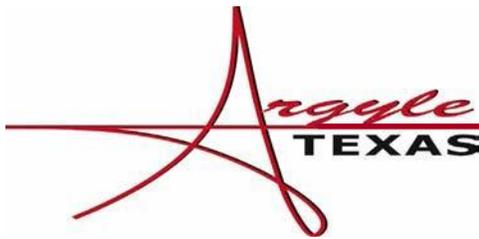


Bobbie Mitchell

Bobbie Mitchell, Commissioner, Precinct 3

Andy Eads

Andy Eads, Commissioner, Precinct 4



TOWN COUNCIL STAFF REPORT

Meeting Date: January 26, 2016
To: Mayor and Members of Town Council
From: Matt Jones, Director of Community Development
Subject: Specific Use Permit for Solar Energy System – 818 Knob Hill Court

Purpose:

Public hearing and consider a recommendation for a Specific Use Permit (SUP-15-002) for a proposed solar energy system at 818 Knob Hill Ct, being Lot 1, Block 1, Estates of Pilot Knob, Phase 1, located on the southeast corner of C Taylor Rd. and Crawford Rd., Town of Argyle, Denton County, Texas.

Existing Condition of Property:

The subject property is currently zoned SF-2.5 (Single Family Residential) and has been developed with a single family residence. A portion of the subject property has an existing neighborhood entryway sign.

Adjacent Existing Land Uses and Zoning:

The property is surrounded on the east and south by single family residential uses zoned SF-2.5 (Single Family-Residential Estate 2.5 acre). The property to the west is zoned PD-OR (Office Retail). Immediately north of the subject property across Crawford Rd. is Denton ETJ.

Development Review Analysis:

Section 14.3.73-2 of the Argyle Town Development Standards (TDS) requires approval of an SUP (Specific Use Permit) in order to construct and operate a solar energy system if the system is visible from a public or private street. The applicant proposes to install solar panels on the south elevation of the Estates of Pilot Knob entryway sign located on the southeast corner of C Taylor Rd. and Crawford Rd. If the SUP is approved by the Town Council, the applicant must obtain a building permit before installing the solar energy system.

Public Hearing Notice Responses:

Six (6) public hearing notices were sent to property owners within 200 feet, one (1) response in favor of the proposal has been received and none in opposition.

Recommendation:

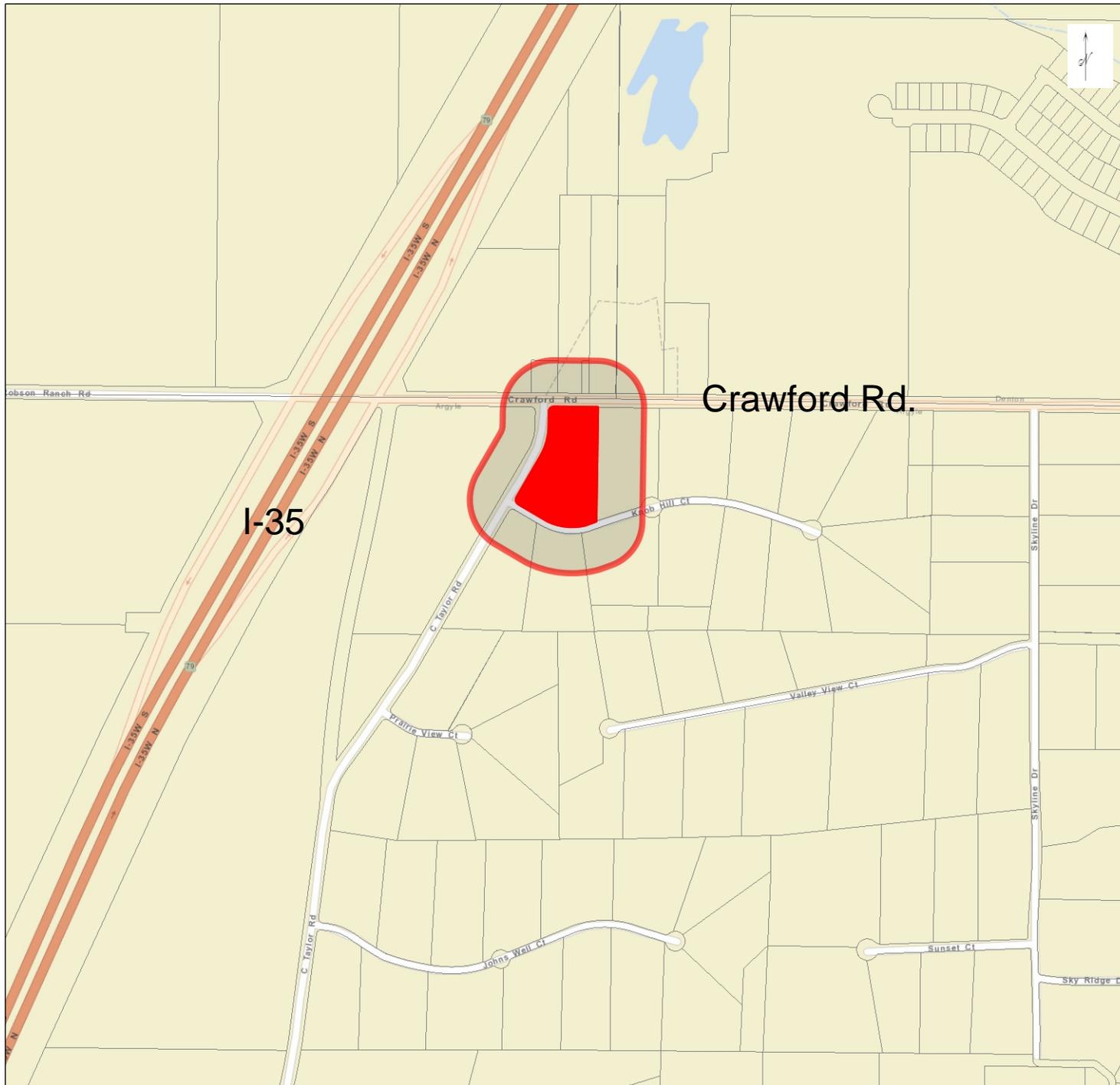
Staff forwards this SUP request for your consideration as submitted.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission considered this request at their January 5, 2016 regularly scheduled meeting. A motion was made to approve the request as presented, the motion carried unanimously by a vote of 6-0.

Attachments:

Site Map
 Public Hearing Notice Responses
 Exhibit A: Applicant Proposal (includes narrative, illustrative photos and construction plans)



Map

Legend

- County Maintained Roads
- Abstract
- Parcels

Projection: WGS_1984_Web_Mercator_Auxiliary_Spheroid

0 0.12 0.23 Miles



1: 9,028

Copyright/Disclaimer

This map has been prepared for informational purposes only. Jacob & Martin Ltd. accepts no responsibility for erroneous measurements or computations that may be made through use of any information contained in this map

F#2448



NOTICE OF PUBLIC HEARING

The Town of Argyle Planning and Zoning Commission will conduct a public hearing at 6:30 p.m. on Tuesday, January 5, 2016 and the Town of Argyle Town Council will conduct a public hearing at 7:00 PM on Tuesday, January 26, 2016 at Argyle Town Hall, 308 Denton Street, Argyle, Texas to receive public comment and to consider a Specific Use Permit (SUP-15-002) for a proposed solar energy system at 818 Knob Hill Ct, being Lot 1, Block 1, Estates of Pilot Knob, Phase 1, located on the southeast corner of C Taylor Rd. and Crawford Rd., Town of Argyle, Denton County, Texas.

Since you own property within two hundred (200) feet of the subject property, you are receiving this notification in accordance with State law and the Town of Argyle ordinances. You may return this form with your written comments or attend the public hearing. You may fax this form to the number located at the bottom of this page, scan and email it to the email address below, drop it off in person at 308 Denton Street E, or mail it to the address below:

Argyle Town Hall
Attn: Matt Jones, Director of Community Development
PO Box 609
Argyle, Texas 76226
mjones@argyletx.com

These forms are used to calculate the percentage of land that support and oppose the request. The Planning and Zoning Commission is informed of the percent of responses in support and in opposition.

Please circle one: In favor of request Neutral to request Opposed to request

Comments:

73005
ARGYLE WATER SUPPLY CORP
PO BOX 249
ARGYLE, TX 76226

Signature: *Randall R Davis*
Printed Name: RANDALL R. DAVIS
Mailing Address: PO Box 249
City, State Zip: ARGYLE
Telephone Number: 940-464-7713
Physical Address of Property within 200 feet: 200 C.TAYLOR RD

RECEIVED
January 26, 2016 Packet Page 57 of 127
2016/01/26 11:54

**Residential Building Permit Application
by the
Estates of Pilot Knob Home Owners Association**

The Estates of Pilot Knob Home Owners Association (HOA) is wanting to install low-voltage LED lawn lighting to the subdivision entrance sign located at the corner of Crawford Rd and C Taylor Rd in Argyle, TX.

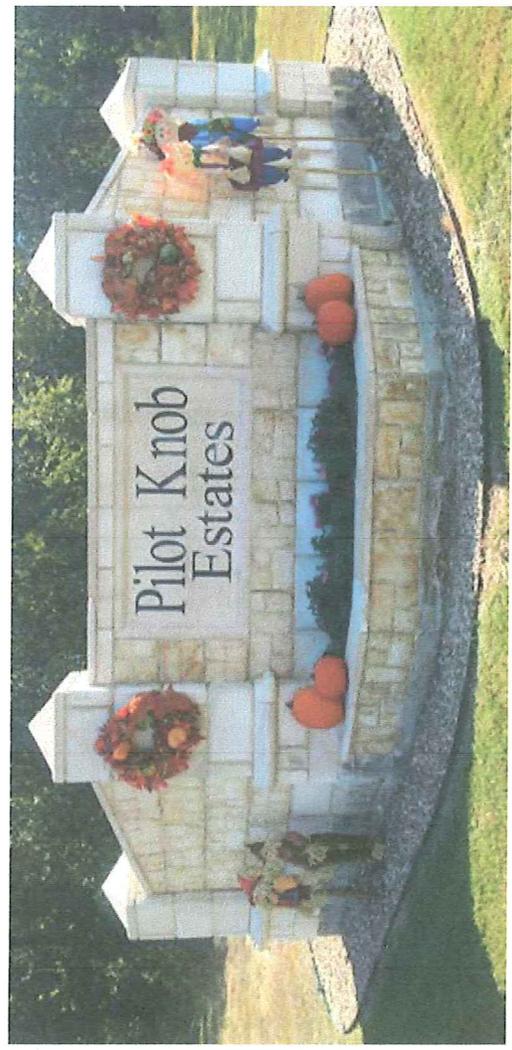
The HOA desires to use a solar electric panel, controller, and battery, i.e., "electronics", to power the low-voltage LED lawn lighting. No electrical source is currently available to the Estates of Pilot Knob subdivision entrance sign.

The plan is to install the solar panel and electronics on a single pole located behind the Estates of Pilot Knob subdivision entrance sign. The solar panel and electronics will only be visible from C Taylor Rd. The HOA does not expect the solar

panel and electronics to be detracting from the aesthetics of the entrance sign.

The plan is for the low-voltage LED lawn lighting for the subdivision entrance sign to be powered from dusk to a preset off time by the electronics. The planned low-voltage LED lawn lighting is typical of what many homes in the neighborhood use in their front yards. The precise brand and model of low-voltage LED lawn lighting has not been determined, as of this writing.

Professionally created drawings for this lawn lighting plan are not being created. The following pages depict the HOA's sign lighting intent and provides an adequate explanation of what the HOA expects to accomplish.



4 November 2015

**Residential Building Permit Application
by the
Estates of Pilot Knob Home Owners Association**

First, here is a top-down look view of the Estates of Pilot Knob subdivision entrance sign as provided by Google Maps.

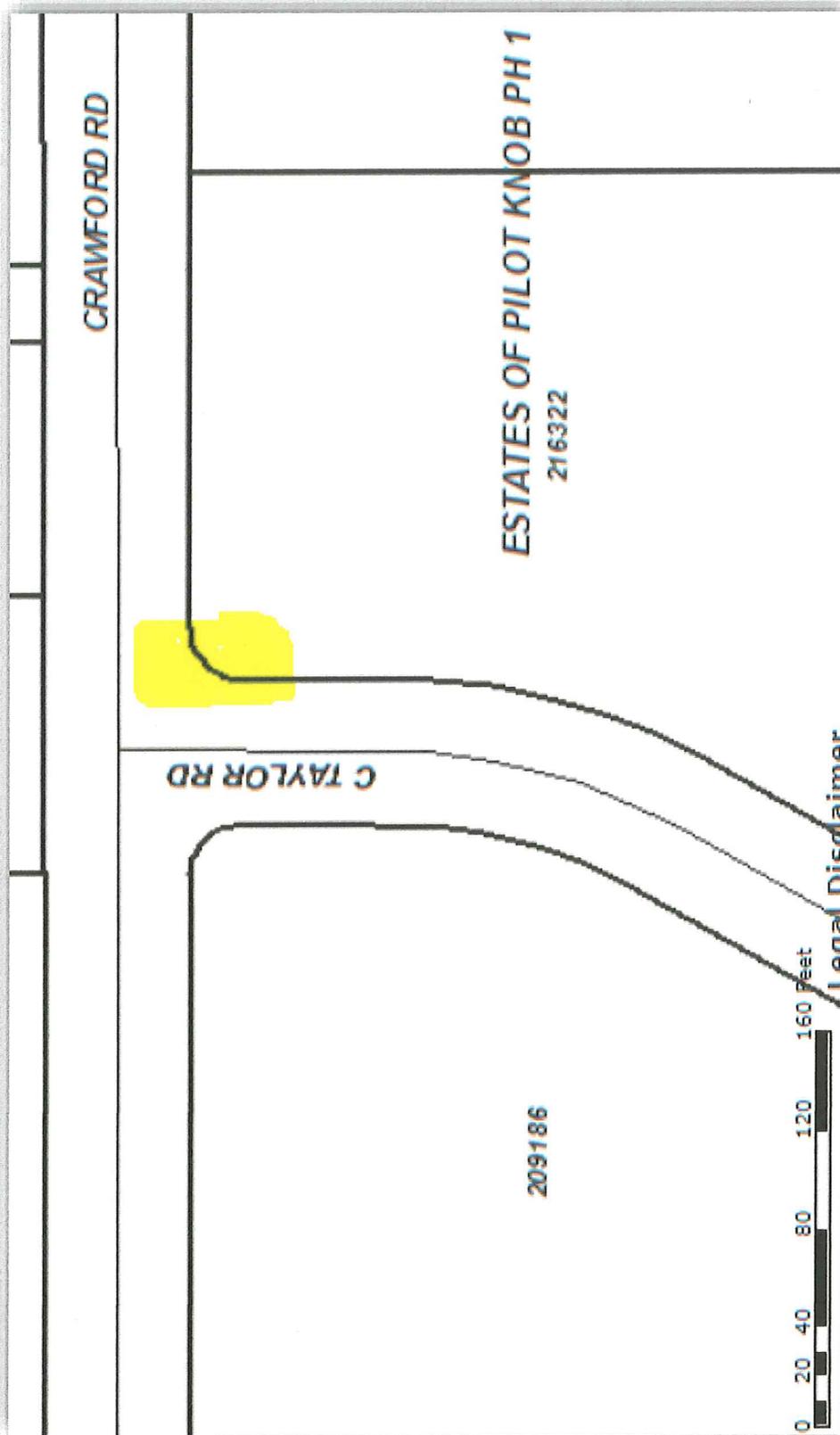


4 November 2015

Page 2 of 6

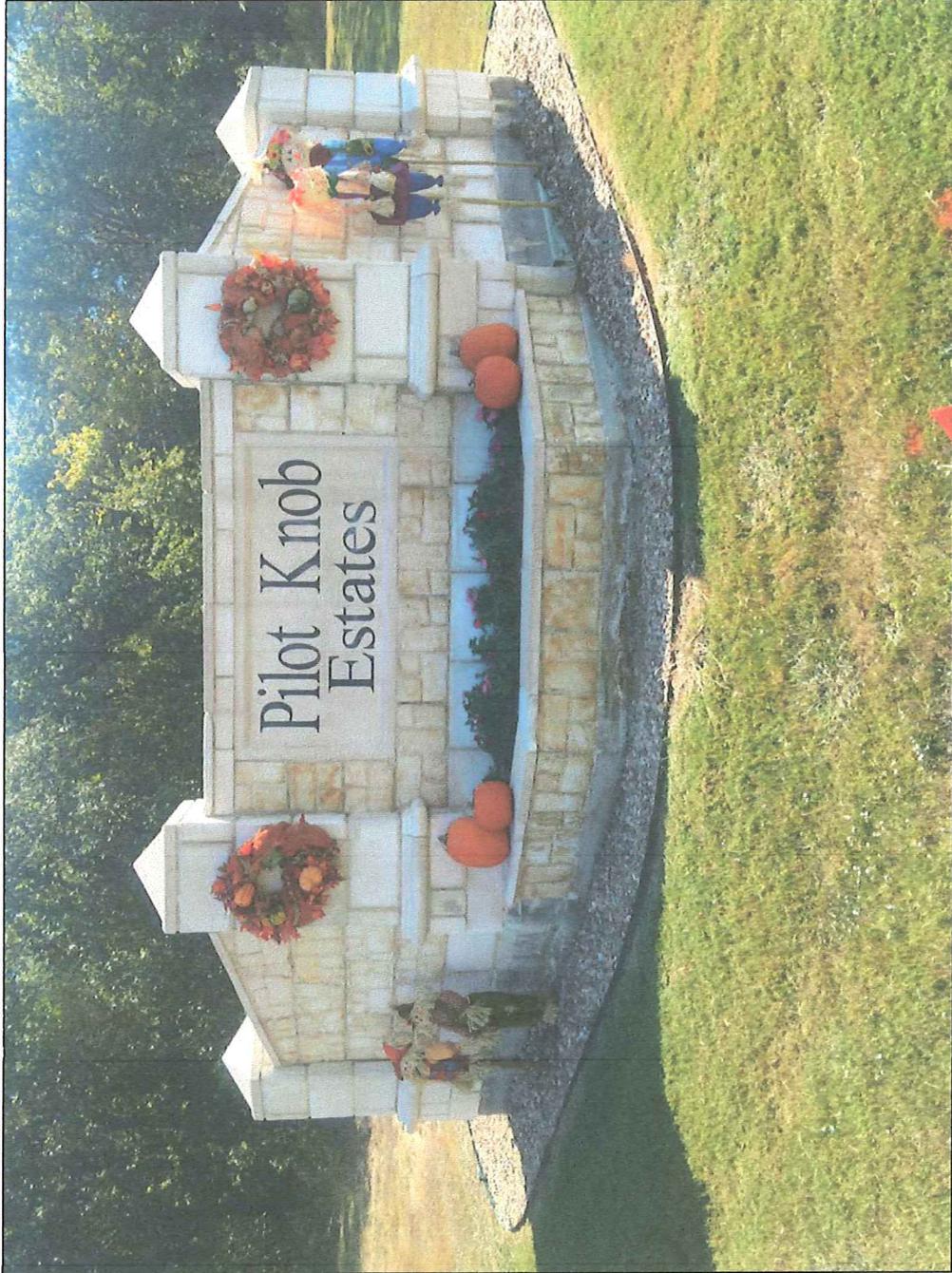
**Residential Building Permit Application
by the
Estates of Pilot Knob Home Owners Association**

The Denton County (DCAD GIS) mapping service shows this location to be in the area highlighted in yellow.



**Residential Building Permit Application
by the
Estates of Pilot Knob Home Owners Association**

The front of the Estates of Pilot Knob subdivision entrance sign, as was recently decorated for the 2015 Fall Season.



4 November 2015

Page 4 of 6

**Residential Building Permit Application
by the
Estates of Pilot Knob Home Owners Association**

The solar panel and electronics on a single pole will be installed within the graveled area at the approximate "PANEL" location shown below.



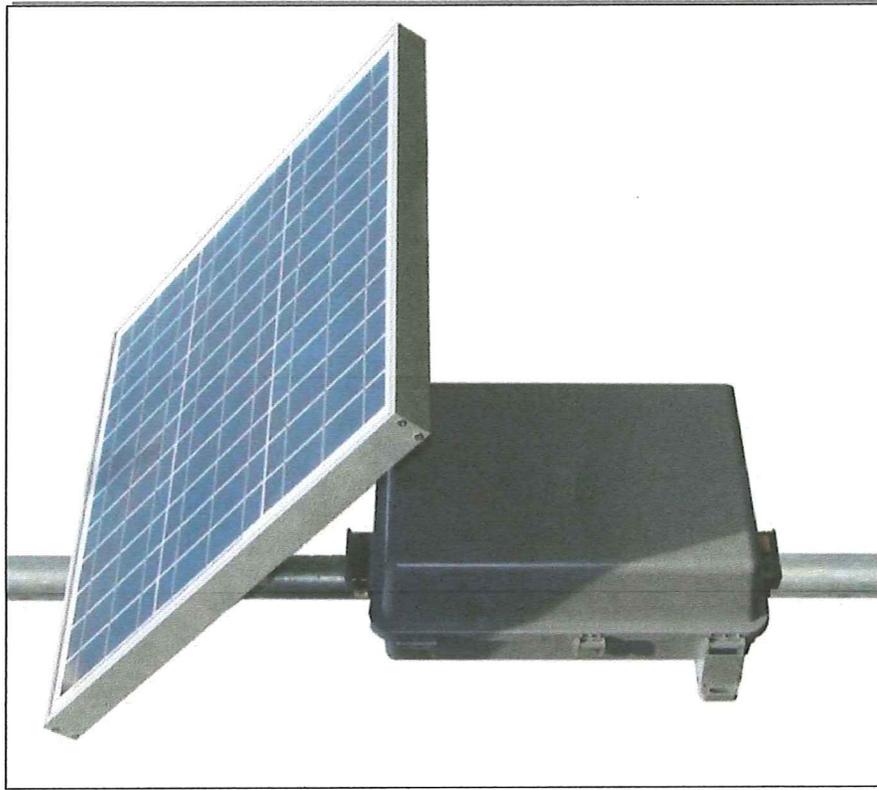
4 November 2015

Page 5 of 6

Item H.1.

**Residential Building Permit Application
by the
Estates of Pilot Knob Home Owners Association**

The solar panel and "electronics" mounted on a single pole will look similar to the following. NOTE: The weather proof box containing the "electronics" and battery will be slightly larger in size (20x20 inches). The single solar panels' dimensions are 28 inches by 39 inches.



4 November 2015

Page 6 of 6



TOWN COUNCIL DATA SHEET



Agenda Item:

Discuss and consider approval of a Memorandum of Understanding between the Town and Keep Argyle Beautiful, Inc.

Requested by:

Kristi Gilbert, Town Secretary

Background:

At the October 27, 2015 Council meeting, Staff was directed to begin researching the process of transitioning the Keep Argyle Beautiful Board (KAB) to a 501(c)3. At the November 17, 2015 meeting, the Town Council approved an ordinance dissolving the KAB as a board of the Town upon the earlier of obtaining tax exempt status from the IRS or May 30, 2016. Council also provided staff direction on outstanding items.

The KAB approved their bylaws and Articles of Incorporation at their December 14, 2015 meeting. When KAB approved their Articles of Incorporation, they expanded their service area from the corporate limits of the Town to include Denton County. The Articles of Incorporation was accepted for filing by the Texas Secretary of State on January 5, 2016 and an Employer Identification Number was obtained from the IRS. The IRS granted KAB their tax exempt status on January 14, 2016.

The attached Memorandum of Understanding (MOU) has been drafted to serve as a guide for the separation of the Town and KAB and to provide clear direction with regard to the transfer of funds and equipment, as well as outline each parties' responsibilities.

Financial Impact:

As of December 31, 2015, KAB's fund balance was \$29,338.52, of which, \$15,000 is a result of General Fund contributions over the previous five years. As directed by Council, legal fees associated with obtaining tax exempt status will be paid for from the KAB account and are currently estimated at \$5,000. As has been communicated previously, KAB would be encouraged to approach the Town in the future with plans for specific events, such as the annual Tree Festival. The Council could allocate monies in the same fashion it does with National Night Out and the Easter event.

Requested Action:

Approval of a Memorandum of Understanding between the Town of Argyle and Keep Argyle Beautiful, Inc.

Attachments:

Memorandum of Understanding
KAB Articles of Incorporation & Bylaws
IRS Tax Exempt Letter

Memorandum of Understanding

By and between the Town of Argyle, Texas and Keep Argyle Beautiful, Inc.

This Memorandum of Understanding (“MOU”) sets forth the terms, understandings, and agreements between the Town of Argyle, Texas (“Town”) and Keep Argyle Beautiful, Inc. (“KAB”), individually; each is a “Party,” and together constitute the “Parties,” in order to guide the Parties in furthering the purposes for which KAB was created and continues to serve the citizens of the Town.

Background

Until recently, KAB was a board of the Town. In December, 2015, KAB was slated to stop being a board of the Town so that KAB could become a Texas nonprofit corporation that will qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code. On January 4, 2016, KAB’s articles of incorporation were accepted and filed by the Texas Secretary of State thereby bringing KAB into existence as a Texas nonprofit corporation. On January 14, 2016, the Internal Revenue Service granted KAB their tax exempt status.

As of December 31, 2015, the Town fund for KAB, when it was a board of the Town, had a balance of \$29,338.52.

Purpose

The Town and KAB both desire that KAB continue to fulfill its work for the benefit of the Town.

The purpose of this MOU is to authorize the appropriation of the Town fund maintained for KAB to use for the purposes specified in KAB’s articles of incorporation.

Agreements

1. The Town and KAB both agree that KAB must use any money received from the Town only for the purposes specified in KAB’s articles of incorporation and only for purposes permitted by the Internal Revenue Service to organizations granted exempt status.
2. The Town and KAB both agree that, if KAB is ever dissolved, any money received by KAB from the Town, through this MOU or subsequent agreements, will be returned to the Town.
3. The Town and KAB both agree that KAB will be responsible for storing materials and equipment owned by or used by KAB outside of Town facilities. All materials currently stored in Town facilities must be removed no later than February 29, 2016. An inventory of items is included as Exhibit “A” to this agreement.
4. The Town and KAB both agree that the Town will continue to organize the annual Spring Clean-Up Day. KAB may have a booth at the event, as approved by the Town, in order to provide activities to accomplish KAB’s mission as a Keep Texas Beautiful affiliate.
5. The Town and KAB both agree that KAB may use the Town’s facilities as a meeting location in accordance with the Town’s Building Reservation Policy. The Town will not incur any staff expense in permitting the use of the facilities. The Town and KAB also both agree that, in the event of a scheduling conflict, the Town’s use of any of the Town’s facilities will take precedence over any use by KAB.
6. The Town and KAB both agree that KAB will be responsible for the administration and reporting requirements of the Governor’s Community Achievement Award Funds (“GCAA”),

which, in 2014, was \$110,000.00. The Town and KAB both agree that KAB must get written approval from the Town for any projects associated with money from the GCAA award and that such projects must meet with the Town’s design standards.

- 7. The Town and KAB both agree that the Town will transfer the balance of the Town’s KAB fund less legal expenses incurred for incorporating KAB and obtaining tax exempt status. The balance will be determined utilizing the reconciled financial statement as of February 29, 2016. The Town will issue a check to KAB no later than March 31, 2016.
- 8. The Town and KAB both agree that KAB may approach the Town for financial support for future events.

Reporting

The effectiveness and adherence to this MOU will be evaluated by both Parties with recommendations for changes or improvements to be agreed upon by both.

Funding

This MOU does not represent a commitment of funds by either Party to the other Party other than as described herein and subject to the preconditions set forth herein.

Duration and Termination

This MOU is at-will and may be modified by the mutual consent of the Parties. This MOU will be effective upon signature by the authorized officials from both Parties and will remain in effect until modified or terminated by both Parties’ mutual consent or unilaterally by either Party, with or without cause, upon thirty (30) days written notice to the other Party. Unilateral termination by KAB will obligate KAB to return to the Town all money transferred from the Town to KAB before thirty (30) days have passed after KAB’s written notice of termination is received by the Town. Unilateral termination by the Town will end all agreements herein, with the sole exception of KAB’s obligation to return to the Town all money transferred from the Town to KAB if KAB is ever dissolved, which obligation will continue.

Contact Information

Party name: Town of Argyle, Texas
 Party representative: Mr. Paul E. Frederiksen
 Position: Town Manager
 Address: 308 Denton Street, Argyle, Texas 76226
 Telephone: (940) 464-7273
 Fax: (940) 464-7274
 E-mail: pfrederiksen@argyletx.com

Party name: Keep Argyle Beautiful, Inc.
 Party representative: Deborah Cottle
 Position: Director
 Address: PO Box 456, Argyle, Texas 76226
 Telephone: _____
 E-mail: dcottle@temporah.com

Miscellaneous

- A. The Parties agree to fully cooperate with each other in carrying out this MOU.
- B. The only two parties to this MOU: the Town and KAB.
- C. This MOU is not assignable or transferable by either Party without the written consent of the other Party executed by authorized representatives of both Parties.
- D. This MOU will be governed by Texas law.
- E. Venue for any legal dispute related to this MOU will lie only in courts of competent jurisdiction that are physically located in Denton County, Texas.
- F. This MOU will not be construed against the party that drafted it.

Ms. Peggy Krueger, Town of Argyle, Mayor

Date: _____

Ms. Deborah Cottle, Keep Argyle Beautiful, Inc., Director

Date: _____

EXHIBIT "A"
KAB INVENTORY

Clothing									
Shirts	Small	0	Medium	4	Large	3	Ex Large	5	12
Safety Vests	Yellow								14
Give Aways									
Cups	old logo								box
Bag Clips	blue								box
Bag Clips	red								box
Stylist Pen	red/tan recycled								1.66 boxes
Calendars	2015 KTB								box
Bumper Stickers	Assorted								Small Amount
Banners/Signs									
KAB	larger								1
KAB	smaller								1
Pride	yard								1
Furniture									
Tent	Pop Up								1
Folding Chairs	gray								4
Recycle Containers/Bags									
Frame	metal/blue								3
Lids	plastic/blue								3
Liners	clear plastic								box
Christmas Tree Lighting Festival									
Banners	small black/gold								2
Banners	Red/white								2
Parking Sign	red								1
Road Signs	red/white								4
Ornaments	various								container
Supplies	various								
Tree	9' for Santa								1
Bags									
Potting bags	canvas								20 ?

Badges			
America Recycles Day	green		24
Don't Mess with Texas Trash Off			33
Recycle Materials			
Grabbers			15
Gloves			box
Sound Systems			
Sound System	box	Receiver, 2 speakers, 2 stands, 2 mics (in closet)	1
Karaoke	box	Karaoke machine with two mics (in closet)	1

ARTICLES OF INCORPORATION

OF

KEEP ARGYLE BEAUTIFUL, Inc.

We, the undersigned natural persons of the age of eighteen (18) years or more, at least two (2) of whom are citizens of the State of Texas, acting as incorporators under Chapter 22 of the Texas Business Organizations Code, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I: NAME

The name of the Corporation is KEEP ARGYLE BEAUTIFUL, INC.

ARTICLE II: NONPROFIT CORPORATION

- (1) The Corporation is a nonprofit corporation
- (2) No part of the net earnings of the Corporation shall inure to the benefit of any director, trustee, or officer of the Corporation or any private individual; provided, however, that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes. No director, trustee, or officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.
- (3) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of or opposed to any candidate for public office.
- (4) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
- (5) The Corporation shall not engage in any act of self-dealing, as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent tax laws.

- (6) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
- (7) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
- (8) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
- (9) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they may now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.
- (10) The Corporation is organized exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3).

ARTICLE III: DURATION

The period of the Corporation's duration is perpetual.

ARTICLE IV: PURPOSE OF CORPORATION

The Corporation is organized for charitable and civic purposes under Chapter 22 of the Texas Business Organizations Code, and particularly to empower individuals to act responsibly for preserving and enhancing the natural beauty and environment of Denton County, Texas, as follows:

- (1) To unite and support the community of Argyle and Denton County, Texas, in the understanding, research, preservation, restoration, promotion, appreciation, care, and use of Argyle and Denton County's natural resources.
- (2) To promote environmental stewardship through appropriate education, marketing, and demonstrating of accepted best practices for natural resource conservation.
- (3) To demonstrate the importance of Argyle and Denton County's physical amenities to local citizens and visitors, both present and future.

- (4) To enhance, preserve, restore, and maintain the beauty, both natural and man-made, located within the confines of Denton County, Texas.
- (5) To maintain educational conservation and beautification programs with Argyle and Denton County schools.
- (6) To conduct events which promote the conservation and restoration of Argyle and Denton County's beauty.
- (7) The Corporation is organized exclusively for charitable, educational, and scientific purposes within the meaning of Section 501(c)(3).

ARTICLE V: MEMBERS OF CORPORATION

Membership in the Corporation shall be based upon active participation in activities of, or minimum donation to, the corporation. There shall be no limit to the number of members or amount of contributions to the Corporation from members.

ARTICLE VI: REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the corporation 105 Timber Creek, Argyle, TX 76226 and the name of its initial registered agent at such address is Deborah Cottle, Board Chairperson.

ARTICLE VII: DIRECTORS

The number of directors of the corporation shall never be less than three (3), but the number of directors shall be fixed from time to time by the Corporation's Bylaws, and the names and addresses of the persons who are to serve as the initial Directors are:

<u>NAME</u>	<u>ADDRESS</u>
1) Deborah Cottle	105 Timber Creek Ct, Argyle, Texas 76226
2) Kathy Salisbury	501 Skyridge Dr, Argyle, Texas 76226
3) Amy Bubeck	216 Hickory Ridge Ct, Argyle, Texas 76226
4) Lisa Cave	4408 Shadow Oak, Corinth, Texas 76208

ARTICLE VIII: INCORPORATORS

The name and street address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
1) Deborah Cottle	105 Timber Creek Ct, Argyle, Texas 76226
2) Kathy Salisbury	501 Skyridge Dr, Argyle, Texas 76226
3) Amy Bubeck	216 Hickory Ridge Ct, Argyle, Texas 76226

ARTICLE IX: AMENDMENT OF ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended from time to time as provided in the bylaws of the Corporation and as provided in Chapter 22 of the Texas Business Organizations Code; provided, however, that no amendment shall be made which would alter the purposes for which the Corporation is organized as set forth in Article IV, or would cause any benefit to inure to any officer, director, incorporator, or member.

ARTICLE X: DISSOLUTION

In the event of dissolution, the residual assets of Keep Argyle Beautiful will, to the extent permitted by law, be turned over to the Town of Argyle, Texas for general municipal purposes. If the residual assets cannot be turned over to the Town of Argyle, Texas, the residual assets will be turned over to one or more organizations which themselves are exempt as organizations in Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or corresponding section of any prior or future law, or to the Federal, State, or local government for exclusive public purpose related to litter prevention, beautification, and the community improvement or the minimization of solid waste.

Incorporator Deborah Cottle

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Deborah Cottle known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of December, 2015.



Kristin Gilbert
Notary Public in and for the
State of Texas

Incorporator Kathy Salisbury

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Kathy Salisbury known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of December, 2015.



Kristin Gilbert
Notary Public in and for the
State of Texas

Incorporator Amy Bubeck

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Amy Bubeck known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of December, 2015.

Kristin Gilbert
Notary Public in and for the
State of Texas



**BYLAWS OF
KEEP ARGYLE BEAUTIFUL**

ARTICLE I – NAME

The name of this organization shall be Keep Argyle Beautiful, Inc., with its principal place of business at _____, Argyle, Texas 76226.

ARTICLE II - PURPOSE

The purpose of Keep Argyle Beautiful, Inc., shall be charitable and educational to promote the Keep Texas Beautiful program of litter prevention, beautification, community improvement, increase pride in the community or county, and minimization of the impact of solid waste in Argyle, Texas.

ARTICLE III– BOARD

- Section 1. The governing body of Keep Argyle Beautiful shall be vested in the Board of Directors. The number of Board shall not exceed seven or less than three members shall be responsible for the management of its affairs and the direction of its work and control. The Board shall have full power and authority to promote the objectives for which the Keep Argyle Beautiful is organized.
- Section 2. Rules: The Board shall enact such rules and regulations as may be deemed necessary to conduct the business of Keep Argyle Beautiful so long as they are not inconsistent with these Bylaws.
- Section 3. Meetings: The Board shall meet quarterly at a minimum. Special meetings of the Board may be called by the Keep Argyle Beautiful Chairperson, or on petition of at least four Board members. Three Board members shall constitute a quorum.
- Section 4. Notice of Meetings: Notice of the monthly meetings of the Board or Executive Committee meetings shall be mailed electronically to the members at least two business days prior to the meeting.
- Section 5. Committee Action: Except for the Executive Committee as set out below the Board shall pass upon all actions of all committees.

ARTICLE IV – OFFICERS

- Section 1. Term of Office: The four officers, Chairperson, Vice Chairperson, Secretary, and Treasurer shall be elected from the existing Board for a term of three years beginning on February of each year and ending on February of the third year.
- Section 2. Chairperson: The Chairperson shall preside at all meetings of the Board. The Chairperson shall perform all duties incidental to the office and advise such action as may be deemed likely to increase the objectives of the Board.
- Section 3. Vice Chairperson: The Vice Chairperson shall act in the absence of the Chairperson ; and in the absence or disability of the four officers named; a member of the Board shall be chosen to act temporarily.

- Section 4. Secretary: The Secretary shall keep the records, the minutes of the meeting, a roll of the attendance; shall notify officers, and committee chairpersons of meeting time and place, shall send out proper notices of all call meetings, and of other meetings when necessary.
- Section 5. Treasurer: The Treasurer shall authorize the paying of monies on such approvals and signatures as the Board may determine; shall be responsible for the maintenance of adequate books of account; shall present periodic financial statements of receipts and expenditures; for the year accompanied by a balance sheet and an income and expense statement audited by an independent public accountant.

ARTICLE V – COMMITTEES

- Section 1. Standing Committees: All actions by standing committees that commit the organization to an action must be approved by the Board of Directors. This approval may be granted by specific funding in the budget or by presentation and approval by the Board.
- Section 2. Other Committees: The Board may establish a temporary committee if needed.
- Section 3. Committee Chairs: Each committee shall select a Chair and Vice-Chair. The names shall be submitted to the Board for confirmation.
- Section 4. Committee Members: Committee members shall be recruited by the Board. Membership on committees is open to all interested. A list of committee members shall be provided to the Board.

ARTICLE VI – AMENDMENTS

The Board may amend these bylaws either by mail ballot or at any meeting of the Board at which a quorum is present, provided that the proposed amendment is inserted in the notices of such meeting.

ARTICLE VII – RULES OF PROCEDURE FOR MEETINGS

1. Three (3) members of the Board of Keep Argyle Beautiful will constitute a quorum of Keep Argyle Beautiful.
2. The Chairperson of the Board will be in charge and will conduct all meetings of the Board and have the authority at all times to make necessary decisions to maintain order and to allow other members of the Board and guests to be heard. Any procedural decision of the Chairperson may be overruled by a majority vote of the Board members present at the meeting.
3. All meetings of the Board must be conducted, and all decisions of the Board must be made, at a meeting that is open to all members of the Board.
4. The Board may receive information from the public, in person or otherwise, about proposed actions of Keep Argyle Beautiful.
5. A concurring vote of a majority of the members of the Board who are present at a duly called meeting of the Board shall be necessary to take action on any matter before the Board. In the event of a tie vote, no action may be taken.

ARTICLE VIII – DISSOLUTION

In the event of dissolution, the residual assets of Keep Argyle Beautiful will, to the extent permitted by law, be turned over to the Town of Argyle, Texas for general municipal purposes. If the residual assets cannot be turned over to the Town of Argyle, Texas, the residual assets will be turned over to one or more organizations which themselves are exempt as organizations in Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or corresponding section of any prior or future law, or to the Federal, State, or local government for exclusive public purpose related to litter prevention, beautification, and the community improvement or the minimization of solid waste.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 14 2016

KEEP ARGYLE BEAUTIFUL INC

ARGYLE, TX 76226-0000

Employer Identification Number:

81-1016584

DLN:

26053411001886

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

January 4, 2016

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436



TOWN COUNCIL DATA SHEET



Agenda Item:

Discuss and consider appointing two members of the Town Council to serve on the Town of Argyle Branding Committee.

Requested by:

Matt Jones, Director of Community Development

Background:

The Town of Argyle will be creating a Branding Committee, comprised of two Council members and two members of the Argyle EDC, to review a branding initiative that will be completed by a consultant. The Town of Argyle EDC provided funding for a branding study for the Town of Argyle.

The committee will review the Request for Proposal (RFP) that Town Staff will put together to in order to select a consultant to complete the branding study. The committee will then select a firm and be a critical component of the review of the study during the process.

Staff Recommendation:

N/A

Requested Action:

Appoint two members of Town Council to serve on the Branding Committee

Attachments:

N/A



TOWN COUNCIL DATA SHEET



Agenda Item:

Discuss and consider a request by Republic Services (Allied Waste) for a change in the current service day from Wednesday to Monday.

Background:

The Town is in receipt of a request for a change from the current service day from Wednesday to Monday. The Town's five year contract with Republic Services for solid waste collection services became effective on October 15, 2008 and was extended for an additional five years on November 27, 2012 with a current expiration date of October 15, 2018. The service day that was stipulated in original contract was Friday. On October 13, 2009, Republic Services presented information to the Council for a change of service day from Friday to Wednesday. The portions of the contract pertinent with regard to stipulating and modifying the service day are under the following sections:

Section 4. Types of Service:

*“(A) RESIDENTIAL: The Contractor shall provide all persons occupying or maintaining a place of residence in a single, duplex or triplex family dwelling with regular refuse collection service at least one (1) time per week under this Contract. All units are eligible to receive such service. Pick-up days shall be **Friday** with holidays of Thanksgiving, Christmas and New Year’s Day, being authorized. Pickup days will be on the next work day following these authorized holidays. Also, a special pick-up of extremely large or heavy items will be the 1st, 3rd and 5th Friday Monday of each month, being the same day as curbside recycling collection.*

*“(B) CURBSIDE RECYCLING: All persons occupying or maintaining a place of residence in a single or duplex dwelling shall be provided curbside recycling collection on the 1st, 3rd and 5th **Friday** of each month, being the same day as bulk and brush item collection. The Contractor shall provide one container per residence. Holidays will be observed as defined in Section 4A, Residential.”*

Section 7. Approved Containers:

*“Amounts and types of solid wastes placed in containers for collection shall be stored in approved containers, as described herein. All residents will be provided (1) 95 gallon cart for trash and (1) 95 gallon cart for recycling. Additional carts for trash and recycling will be furnished for a minimal charge per month. All trash must be in Contractor provided carts with the exception of 1st, 3rd, and 5th **Friday** bulk collection days. All recycle must be inside Contractor provided carts.”*

Section 15. Location

*“(A) RESIDENTIAL: All residents will be provided (1) 95 gallon cart for trash and (1) 95 gallon cart for recycling. Additional carts for trash and recycling will be furnished for a minimal charge per month. All trash must be in Contractor provided carts with the exception of 1st, 3rd, and 5th **Friday** bulk collection days. All recycle must be inside Contractor provided carts. Polycarts should be placed within two feet of the edge of the street, clear of obstructions such as cars, trailers, boats, mailbox, etc. All carts, containers, bags, bundles shall be placed at the curbside no later than 7:00 am on collection day.”*

Financial Impact:

There will be not financial impact to the Town.

Requested Action:

Town Council of the Town of Argyle, Texas hereby approves a change in the current service day from Wednesday to Monday as amended in a contract with Republic Services (Allied Waste Systems, Inc.) in accordance with all other terms and conditions set forth in said contract, attached hereto as Exhibit “A”.

Attachments:

Correspondence from Republic Services – Letter of Service Day Change request
Resolution Approving Amended Agreement along with revised Attachment “A”
Argyle Solid Waste & Recycling Rates



January 20, 2016

Mr. Paul Frederiksen
Town Manager
Town of Argyle
308 Denton Street
Argyle, Texas 76226

RE: Service Day Change – Wednesday to Monday

Dear Paul:

Thanks for the opportunity to partner with the Town of Argyle. Please allow this letter to serve as our request to change the current service day from Wednesday to Monday due to the growth of our routes in the area we find it necessary to realign our routes to continue to provide *Customer Excellence*.

We did request a change in 2009 from Friday to Wednesday and I have attached the postcard we sent out to the residents that we are proposing to update and prepare the 2016 calendar magnet and mail both pieces should Council approve our request.

Please do not hesitate to contact me if you need additional information.

Sincerely,

Jeri Harwell

Jeri Harwell
Municipal Services Manager

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2016-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, APPROVING AN AMENDED SOLID WASTE COLLECTION CONTRACT WITH REPUBLIC SERVICES (ALLIED WASTE SYSTEMS, INC.) TO CHANGE RESIDENTIAL SERVICE DAYS AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle's contract for solid waste collection with Republic Services (Allied Waste Systems, Inc.) was approved on October 15, 2008, with a five year extension approved on November 27, 2012 and will expire on October 15, 2018; and

WHEREAS, Republic Services has made a request to change residential service days from Wednesday to Monday due to the growth of their routes; and,

WHEREAS, the executed contract prohibits amendments to the contract without approval in writing by both parties; and,

WHEREAS, the Town of Argyle has determined it to be in the best interest, health and welfare of the citizens of Argyle to amend the contract to change the residential service days.

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

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: THAT, the Town Council of the Town of Argyle, Texas hereby approves a change in the current service day from Wednesday to Monday as amended in a contract with Republic Services (Allied Waste Systems, Inc.) in accordance with all other terms and conditions set forth in said contract, attached hereto as Exhibit "A".

AND IT IS SO RESOLVED.

PASSED AND APPROVED, this the 26TH day of January, 2016.

TOWN OF ARGYLE, TEXAS

By: _____
Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

Approved at to Form and Legality:

Matthew G.C. Boyle, Town Attorney

**SOLID WASTE COLLECTION CONTRACT
FOR THE TOWN OF ARGYLE, TEXAS**

PURPOSE: To form a contract for the collection of Residential and Commercial Garbage and Trash and Recycling Program within the Town limits of Argyle, Texas.

NOW, THEREFORE, in consideration of the following mutual agreements, covenants and considerations contained herein, and Exhibit “A” attached and incorporated into this document, the Town of Argyle, Texas herein after referred to as “the Town” and Allied Waste Systems, Inc. dba Allied Waste Services Fort Worth hereinafter referred to as the “Contractor” agree as follows:

- 1. **EXCLUSIVE RIGHT**: The Town grants to Contractor, and the Contractor has, the exclusive right and obligation to provide solid waste garbage collection services, including recyclables and recycling services as hereinafter defined, within the Town limits during the time frames set forth herein. Contractor agrees to commence servicing newly annexed areas within thirty (30) days after official written notification by the Town.

The Town will provide to the Contractor a list of residences and businesses within the Town limits and assist with subscribing of new customers, as necessary. Although it is anticipated that there will be a few citizens who wish not to subscribe, there will be no penalty to the Town or its citizens for this non-subscription. Any and all customers subscribing to solid waste services will automatically receive and be charged for the recycling program.

The Contractor will supply the Town an annual report by service address of all current subscribers to the service. Additionally, the Contractor will also supply the Town a monthly report listing any new connects and disconnects so that verification may be accomplished of all customers.

2. **TERM OF CONTRACT**:

- (A) The term of this Contract shall be for a five (5) year period, beginning October 15, 2008 and terminating five years later.
- (B) If at any time the Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the Town shall notify Contractor by registered or certified mail, of specific reasons in support of the Town’s claim that the Contractor has substantially breached the terms and provisions of this contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from Town to remedy any failure to perform. Should Contractor fail to remedy its performance, the Town, after a hearing herein, may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled.

The notice shall specify reason in support of the Town's claim than the Contractor has substantially breached the terms and provisions of this Contract. Should the Town deem Contractor to have failed its performance, said hearing shall be conducted in public by the Town Council of the Town and the Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the Town Council makes a finding that Contractor has failed to provide the adequate refuse collection service for the Town or has otherwise substantially failed to perform its duties hereunder, the Town Council may terminate this contract.

3. **RENEWAL OF CONTRACT:** The parties hereto may extend this Contract for an additional five (5) year term by mutual consent.
4. **TYPES OF SERVICE:**
 - (A) **RESIDENTIAL:** The Contractor shall provide all persons occupying or maintaining a place of residence in a single, duplex or triplex family dwelling with regular refuse collection service at least one (1) time per week under this Contract. All units are eligible to receive such service. Pick-up days shall be ~~Friday-Monday~~ with holidays of Thanksgiving, Christmas and New Year's Day, being authorized. Pick-up days will be on the next work day following these authorized holidays. Also, a special pick-up of extremely large or heavy items will be the 1st, 3rd and 5th ~~Friday-Monday~~ of each month, being the same day as curbside recycling collection.
 - (B) **CURBSIDE RECYCLING:** All persons occupying or maintaining a place of residence in a single or duplex dwelling shall be provided curbside recycling collection on the 1st, 3rd and 5th ~~Friday-Monday~~ of each month, being the same day as bulk and brush item collection. The Contractor shall provide one container per residence. Holidays will be observed as defined in Section 4A, Residential.
 - (C) **COMMERCIAL:** Multi-family dwellings of four (4) or more units, business, commercial and industrial establishments are to be serviced each week as necessary, up to five (5) times per week, with the same holidays being observed as with Residential service areas. Commercial service includes Commercial Hand Collect Unit as defined in the definitions below in 14.j. Any additional, deletions or size changes required by any Customer will be requested through the Contractor.
 - (D) **ROLL-OFF CONTAINERS:** All Customer request for containers and service of same will be handled directly by the Contractor.

5. **HOURS OF SERVICE:**

(A) **RESIDENTIAL:** Collections shall be made at single, duplex or triplex family dwellings in residential areas beginning no earlier than 7:00 AM and continuing until not later than 7:00 PM, with no service on Sunday, except in time of emergency or to maintain schedules due to holidays.

(B) **COMMERCIAL:** Collections shall be made between the hours of 7:00 AM and 7:00 PM, with the same Sunday restriction listed in 5(A).

6. **SPILLAGE AND LITTER:** The Contractor shall not litter the serviced premises in the process of making collections but shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all solid wastes shall be contained, tied, or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by Contractor, the Contractor shall promptly clean up the litter.

7. **APPROVED CONTAINERS:** Amounts and types of solid wastes placed in containers for collection shall be stored in approved containers, as described herein. All residents will be provided (1) 95 gallon cart for trash and (1) 95 gallon cart for recycling. Additional carts for trash and recycling will be furnished for a minimal charge per month. All trash must be in Contractor provided carts with the exception of 1st, 3rd, and 5th ~~Friday~~ Monday bulk collection days. All recycle must be inside Contractor provided carts.

8. **UNAPPROVED CONTAINERS:** The Contractor shall not be required to collect solid waste or recyclable material unless it is in approved containers, except as provided for in special hauling services.

9. **EXTRAORDINARY MATERIALS:** Hazardous wastes, body wastes, dead animals, abandoned vehicles, vehicle parts, and large equipment and parts thereto will not be collected by the Contractor unless specifically requested by the customer and agreed to by the Contractor. Provided, however, in no event shall the Contractor be required to collect waste that Contractor is forbidden to collect or dispose of by Federal, State or local laws.

Only recyclable materials as listed shall be collected:

1. Aluminum Cans
2. Plastics 1 through 7
3. Steel Cans
4. Newspapers including slick inserts
5. Glass (All colors)
6. Corrugated & Pasteboard Boxes
7. Mixed Papers

As markets for other materials become available, Contractor and Town may agree to include more items.

10. **COLLECTION EQUIPMENT**: The Contractor shall have on hand at all times, in good working order, such equipment which complies with Town load limit regulations and as such that shall permit the Contractor, adequately and efficiently to perform its duties hereunder.

Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage equipment shall be of the enclosed loadpacker type and all equipment shall be kept in good repair and appearance and in a sanitary, clean conditional at all times. The Contractor shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall be substantially correspond in size and capability of the equipment used by the Contractor to perform its duties hereunder.

11. **OFFICE**: The Contractor shall establish and maintain an office where such service may be applied for and complaints can be made. It shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours and shall be open during normal business hours, from Monday through Friday between the hours of 8:00 AM and 5:00 PM. In the event a customer reaches an automated attendant during normal business hours, customer shall be called back within 4 hours, if the customer calls after normal business hours, customer shall be called back the following business day. A local and toll free telephone number must be provided by Contractor. The current number is (940) 648-9540 and (800) 333-7301.

12. **TITLE TO WASTES**: Contractor shall have vested title to all solid waste materials collected within the corporate limits of the Town of Argyle pursuant to the terms hereof.

13. **DISPOSAL**: All solid wastes for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal as approved by the State of Texas governing agencies.

All recyclables shall remain separate from solid waste and shall be taken to the Material Recovery Facility (MRF) to be processed and sold as a commodity.

14. **DEFINITIONS**:

- a. **Bags** – Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 50 lbs.
- b. **Bin (Commercial/Industrial)** – Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

- c. Brush – Tree, shrub and brush trimmings securely tied together forming an easily handled Bundle, not exceeding four feet in length, six inches in diameter, or 40 lbs. In weight.
- d. Bulky Waste – Stoves, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Hazardous Waste or Stable Matter with weights or volume greater than those allowed for Bins or Containers, as the case may be.
- e. Bundle – Newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or 40 lbs. In weight.
- f. Business – shall mean and include all retail, professional, wholesale, and industrial facilities and any other commercial enterprises offering goods or services to the public.
- g. Town – Town of Argyle.
- h. Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.
- i. Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the Town, not a residential unit.
- j. Commercial Hand Collect Unit – A retail or light commercial type of business which generates no more than 1 cubic yard of refuse per week.
- k. Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- l. Container – A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by animals. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 50 lbs.

- m. Contract Documents – General Specifications, and any addenda or changes to the foregoing documents agreed to by the Town and Contractor.
- n. Contractor – The person, corporation, or partnership performing services under this Contract.
- o. Customer – An occupant of a Residential Unit who generates refuse.
- p. Dead Animals – Animals or portions thereof equal to or greater than 10 lbs. weight that have expired from any case, except those slaughtered or killed for human use.
- q. Disposal Site – A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.
- r. Duplex – shall mean and include a detached two-family structure designed or intended for occupancy by two (2) families.
- s. Garbage – shall mean and include all waste and accumulation of animal, fruit, or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, or vegetable matter, of any nature whatsoever, which is subject to decay, putrefaction, or the generation of noxious and offensive gases or odors, or which may serve as breeding or feeding material for flies and/or other germ-carrying insects.
- t. Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- u. Landfill – A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

- v. Multi-Dwelling – shall mean and include any building or structure containing four (4) or more contiguous living units and intended exclusively for residential use single person or families.
- w. Overflow – All Garbage generated at a Residential Unit that does not fit inside the Residential Unit’s Polycart(s) with the lid(s) closed.
- x. Polycart – A rubber-wheeled receptacle with a maximum capacity of 95 gallons constructed of plastic, metal or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit with ownership retained by Contractor.
- y. Recyclable Material – Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, corrugated boxes, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.
- z. Recycling Container - See Polycart.
- aa. Refuse – Residential Refuse, Brush, Bulky Waste, Construction Debris, and Stable Matter generated at a Residential Unit, unless the context otherwise requires.
- bb. Residential Refuse – All Garbage and Rubbish generated by a Customer at a Residential Unit.
- cc. Residential Unit – A dwelling within the corporate limits of the Town occupied by a person or group of person comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- dd. Rubbish – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or

branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Brush, Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

- ee. Senior Citizen – Any person who is 65 years or age or older and is the primary resident and/or head of household.
- ff. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- gg. Solid Waste – shall mean and include, but not limited to, components of garbage, trash and recyclable materials.
- hh. Special Materials – shall mean those bulky materials or other special wastes that are not sorted in standard storage containers and cannot be picked up by a regularly used collection vehicle.
- ii. Trash – shall mean accumulations of rubbish, such as but not necessarily limited to, sweepings, dust, rags, bottles, jars (remove bottles and jars from trash if they can be recycled), paper products, or other waste materials of any kind which are usually attendant to domestic households or any operations of the businesses served or housekeeping and the premises upon which said households or businesses are located. Accumulations of lawn, grass, shrubberies cutting, clippings and dry leaf rakings, small tree branches (shall not exceed four (4) feet in length and six (6) inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns, gardens and yards, except large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in “loadpacker” type sanitation equipment used for regular collections from domestic households (tree trimmings shall be tied in bundles not exceeding four (4) feet in length or weighing over forty (40) pounds) placed at the curb for pickup.

jj. Triplex – shall mean and include a detached three-family structure designed or intended for occupancy by three (3) families.

15. **LOCATION**: All solid wastes and recyclable, both residential and commercial, shall prior to their scheduled collection, be placed at a location that is readily accessible to the Contractor’s personnel.

(A) **RESIDENTIAL**: All residents will be provided (1) 95 gallon cart for trash and (1) 95 gallon cart for recycling. Additional carts for trash and recycling will be furnished for a minimal charge per month. All trash must be in Contractor provided carts with the exception of 1st, 3rd, and 5th ~~Friday~~ Monday bulk collection days. All recycle must be inside Contractor provided carts. Polycarts should be placed within two feet of the edge of the street, clear of obstructions such as cars, trailers, boats, mailbox, etc. All carts, containers, bags, bundles shall be placed at the curbside no later than 7:00 am on collection day.

(B) **COMMERCIAL**: commercial containers shall be kept on the premises in a place near the street, readily accessible to the collection vehicles without damage to public property.

16. **TOWN OF ARGYLE RATE SCHEDULE OCTOBER 15, 2008**
See Attachment “A”

17. **MODIFICATION TO RATES**

Rate adjustments will be considered by the Town no more than once per year during the life of the contract. Rate adjustments shall become effective prospectively on October 1 of each year. The change in the Consumer Price Index for All Urban Consumers (CPI-U, All Items) published by the U.S. Department of Labor, Bureau of Labor Statistics, Dallas-Ft. Worth area during each 12-month period (from July to July of each year) shall be used to adjust the rate.

Rate changes shall be submitted to the Town no later than August 15 of each year.

18. **BILLING, RESIDENTIAL AND COMMERCIAL HAND LOAD CONTAINERS**: Billing to the customers for the service contemplated herein shall be accomplished by the Contractor on a quarterly basis.

BILLING, COMMERCIAL ROLL-OFF CONTAINERS: All billing shall be accomplished by the Contractor directly with the Customer.

19. **PAYMENT TO THE TOWN**: Contractor shall pay to Town seven percent (7%) of all amounts collected by the Contractor for all collection and disposal services provided pursuant to this Contract. Such payment shall be made to Town

quarterly for amounts received by Contractor for the performance of services. Contractor shall donate \$7,500.00 to the Parks Development Fund no later than October 15th each year during the term of this contract.

20. **COMPLAINTS**: All complaints shall be made directly to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Solid Waste not collected within 24 hours after the complaint is received.

The Contractor shall prepare and maintain a register in its local office of all complaints it has received and indicate the disposition of each. Such records shall be available for Town inspection at all times during business hours. The register shall indicate the date and hour on which the complaint was received and the date and hour on which it was resolved. A copy of the complaint register shall be submitted with the quarterly payment to the Town.

21. **NOTIFICATION OF CUSTOMERS**: The Contractor shall notify all customers with quarterly billing about pickup days for solid waste, recyclables and brush & bulky collections and complaint procedures and regulations. Contractor will provide a magnet each year with pickup schedules for trash, recycle and bulk for the year.

22. **ROUTES AND SCHEDULES**: The Contractor shall periodically provide the Town with schedules of all collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day(s) of pickup, the Contractor shall so notify each customer affected by mail, door hangers, and/or news media not less than one month prior to the change.

23. **CONTRACTOR'S PERSONNEL**:

- (A) The Contractor shall assign a qualified person or persons to be in charge of his operations in the Town and shall give the name or names to the Town; information regarding experience shall also be furnished.
- (B) The Contractor's collection employees shall wear a clean uniform or shirt bearing the Company's name.
- (C) Each employee of the Contractor shall at all times carry a valid, legally sufficient driver's license for the type of vehicle he is driving.
- (D) The Town may require the removal from providing services hereunder of an employee of the contractor who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his/her duties. Such dismissal is applicable to the provision of services to the Town only.
- (E) The Contractor shall provide reasonably sufficient operating and safety training for all its personnel.
- (F) Standard of Performance: If the contractor fails to collect the solid waste materials herein specified for a period in excess of six (6) consecutive, scheduled working days or fails to operate the system in a satisfactory

manner in accordance with this Contract for a similar period, the Town may engage another entity for such emergency service if necessary to maintain the health, sanitation, and environmental standards of the Town, with cost for such service to be deducted from Contractor's entitlement herein, or chargeable directly to the Contractor.

- (G) If the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days from its initial cessation, the Town shall be free to negotiate with other Contractors for the operation of said collection service. Such negotiation with other contractors shall not release the Contractor herein of its liability to the Town for such breach of this Contract.
- (H) Force Majeure: In the event that performance by either the Town or the Contractor of any of its obligations under the terms of this agreement shall be interrupted or delayed by an act of God, by acts of ward, riot, or civil commotion, by an act of State, by strikes, fire, flood, or the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from performance for such period of time as is reasonably necessary after such occurrence abates or the effects thereof have dissipated.
24. **BANKRUPTCY**: It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the day and at the time the bankruptcy petition is filed, provided, however, that all rights and benefits that have theretofore accrued shall remain unaffected.
25. **RIGHT TO REQUIRE PERFORMANCE**: The failure of the Town at anytime to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce same, nor shall waiver by the Town of any breach of such provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
26. **LAW TO GOVERN**: This Contract shall be governed by the laws of the State of Texas as to both interpretation and performance.
27. **COMPLIANCE WITH LAWS**: Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the General Specifications of this Contract shall govern the obligations of Contractor where there exist conflicting regulations of the Town on the subject.
28. **ILLEGAL PROVISIONS**: If any provision of the contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
29. **PERMITS AND LICENSES**: The Contractor shall conduct operations under this Contract in compliance with all applicable laws.
30. **INSURANCE**: The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, General

Liability, Automobile Liability and Excess Umbrella Liability, including contractual liability coverage. All insurance shall be by insurers and for policy limits reasonably acceptable to the Town, and before commencement of work hereunder, Contractor agrees to furnish the Town certificates of insurance or to the effect that such insurance has been procured and is in force. The policy or policies shall show the Town as additional insured, to the extent of Contractor's indemnification herein. The certificates shall contain the following express obligations:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed are in force at this time. In the event of cancellation affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, Contractor shall carry the following types of insurance in at least the limits specified below:

Workers Compensation Employers	Statutory
Employer's Liability	\$500,000
Bodily Injury & Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person
	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. Contractor's parent corporation may provide the coverage. Contractor agrees to furnish the Town with certificates satisfactory to the Town evidencing such plan of self-insurance. Any such self-insurance plan will be subject to the approval of the Town, and such approval shall not be unreasonably withheld.

31. **INDEMNITY**: Contractor will indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and

employees, or arising out of a claim that the Town was not authorized to award this Contract or such was in conflict with the terms of a prior Contract executed by the Town.

- 32. **ASSIGNMENT**: Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of Town, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of Contractor as though it was the original Contracting Party.

- 33. **BOOKS AND RECORDS**: The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provision of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. Town shall keep any and all proprietary information obtained during any such inspection confidential to the extent allowed by law.

- 34. **POINT OF CONTACT**: All dealings, contact, notices, etc., between the Town contractor and the Town shall be directed by the Contractor to the Town Administrator or his delegated authority.

- 35. **NOTICES**: Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party of the address set forth below:

If to the Town, at: P.O. Box 609
506 N. Hwy 377
Argyle, TX 76226
Attn: Town Administrator

If to the Contractor: 6100 Elliott Reeder Rd.
For Worth, TX 76117
Attn: General Manager

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

- 36. **EFFECTIVE DATE**: This Contract shall become effective upon the execution hereof by all parties and upon such execution shall be effective as of October 15, 2008.

- 37. **MODIFICATION**: This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

- 38. **VENUE**: This contract is performable in Denton County, Texas venue for any legal proceedings arising hereunder shall be in Maricopa County, Arizona.
- 39. **SEMI-ANNUAL CLEANUP**: Contractor will provide open top containers and hauls for the Town's annual or semi-annual cleanups at no charge to the Town. Contractor will provide event boxes for any Town sponsored events at no charge to the Town.
- 40. **RESIDENTIAL HHW COLLECTION CONTRIBUTION**: Contractor agrees to donate a sum of \$1500 if the Town offers a Residential HHW Collection Event.
- 41. **SOLID WASTE AND RECYCLING PROPOSAL**: Town and Contractor understand and agree that the terms of this contract include the specifications, and other requirements set out in any invitation for bid or request for proposal, and Contractor's response thereto.

****NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, disability, color, religion, or national origin.

****EXCLUSIVE CONTRACT**

Contractor shall have the sole and exclusive franchise; license and privilege to provide refuse collection, removal collection and recycling collection within the corporate limits of Town. Contractor shall at all times have the right to refuse to collect Dead Animals and Hazardous Waste from Residential units.

If Hazardous Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the Town and the Town shall undertake appropriate action to ensure that such Hazardous Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Hazardous Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Hazardous Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Hazardous Waste. The Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Hazardous Waste and to collect the costs incurred by Contractor in connection with such Hazardous Waste. Subject to the Town's providing all such reasonable assistance to Contractor, Contractor shall release Town from any liability for any such costs incurred by Contractor in connection with such Hazardous Waste, except to the extent that such Hazardous Waste is determined to be attributed to the Town.

IN WITNESS WHEREOF, the Town of Argyle and Contractor have executed this Contract as of the day and year first above written.

TOWN OF ARGYLE

CONTRACTOR

Paul Frederiksen, Town Manager

Kristi Gilbert, Town Secretary

Date

ALLIED WASTE SERVICES

FRANCHISED CITY RATES

Attachment A

CITY OF ARGYLE

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD*	66.65	111.44	156.21	201.01	245.76	N/A	64.08
3 YD*	74.47	134.32	186.90	246.78	277.46	N/A	67.28
4 YD*	89.56	179.10	239.49	321.72	403.97	N/A	72.09
6 YD*	119.73	210.30	300.84	435.17	569.50	N/A	75.29
8 YD*	156.91	270.65	417.33	599.67	749.61	N/A	78.48

*DELIVERY FEE OF \$63.24

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
30 YD	OPEN	99.36	3.66	373.79	N/A
40 YD	OPEN	99.36	3.66	451.25	N/A
40 YD	COMP	NEGO	NEGO	NEGO	NEGO
28 YD	COMP	NEGO	NEGO	NEGO	NEGO
30 YD	COMP	NEGO	NEGO	NEGO	NEGO
35 YD	COMP	NEGO	NEGO	NEGO	NEGO
40 YD	COMP	NEGO	NEGO	NEGO	NEGO

FRANCHISE FEE PERCENTAGE

7.00%

COMMERCIAL HANDLOAD: 1 CART PER WEEK @ 23.7003 PER MONTH

CASTERS \$0.00 PER CASTER/PER LIFT
 GATES \$0.00 /PER LIFT
 LOCKS \$0.00

	BASE RATE	BASE RATE W/ ADD CART	ORTLY 1 CART	ORTLY 2 CARTS	ORTLY 3 CARTS
RESIDENTIAL CURBSIDE:	\$11.04	\$11.04	\$33.13	\$33.13	\$33.13
RECYCLING CURBSIDE:	\$3.49	\$3.49	\$10.48	\$10.48	\$10.48
ADDITIONAL CART		\$4.18	\$0.00	\$12.55	\$25.10
RESI & RECYCLING CURBSIDE:	\$14.76	\$19.01	\$44.28	\$57.03	\$69.77

RESI CURBSIDE - SENIOR CITIZEN	\$9.94	\$9.94	\$29.81	\$29.81	\$29.81
RECYCLING CURBSIDE:	\$3.49	\$3.49	\$10.48	\$10.48	\$10.48
ADDITIONAL CART		\$4.18	\$0.00	\$12.55	\$25.10
RESI & RECYCLING CURBSIDE:	\$13.64	\$17.88	\$40.91	\$53.65	\$66.39

TRASH: 1x Week on Monday (cart)

RECYCLE: 1st, 3rd & 5th Monday (Cart)

BULK PICK: 1st, 3rd & 5th Monday (Included in rate)

EFFECTIVE DATE 10/1/2015 CITY HALL PHONE # 940 / 464-7273