



**REGULAR MEETING
OF THE TOWN COUNCIL
TUESDAY, MAY 24, 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 May 24, 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.

REGULAR SESSION AGENDA – 6:00 PM

A. CALL REGULAR SESSION TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

American Flag

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

D. OATH OF OFFICE

1. Issuance of Certificate of Election and Administration of Oath of Office to candidates declared elected.
2. Discuss and consider the appointment of a Mayor Pro Tem.

E. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

1. Council Recognition of Students and Citizens
2. Town Council and Staff Presentations / Reports
 - a. Development Project Updates
 - b. STARS Report

F. 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 April 26, 2016 Town Council minutes.
2. Consider approval of an ordinance establishing the Argyle Municipal Court of Record No. 1 effective July 1, 2016.
3. Consider approval of a professional contract with Bureau Veritas North America, INC. for Health Services for Town of Argyle plan review and health related inspections.

4. Consider approval of an ordinance amending Ordinance No. 2015-19, thereby amending the FY15-16 Annual Budget for the following Special Revenue Funds: Argyle Economic Development Corp., Argyle Crime Control Prevention Fund, and Building Maintenance Fund.
5. Consider approval of authorizing the execution of a Financial Advisory Agreement by and between the Town of Argyle, Texas and Hilltop Securities (formerly First Southwest) for financial advisory services for the Town of Argyle.
6. Consider approval of authorizing the execution of a Bond Counsel Services Agreement by and between the Town of Argyle, Texas and Norton Rose Fulbright US LLP for bond counsel services for the Town of Argyle.
7. Consider approval of a resolution initiating a rate case against Atmos Energy Corp. as part of the Steering Committee of Cities Served by Atmos Energy Corp.
8. Consider entering into an Interlocal Agreement for Shared Governance Communications and Dispatch Services (renewal of existing contract).
9. Consider approval of a resolution joining Texas Coalition for Affordable Power (TCAP) and appointing Town Manager Paul Frederiksen as the Town's representative.

G. NEW BUSINESS & PUBLIC HEARINGS:

1. Public Hearing: Conduct a public hearing and consider action regarding a zoning change request (Z-16-003) from OR (Office Retail) to VC-MU (Village Center-Mixed Use) for CVS Pharmacy, being approximately 2.22 acres; being described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.
2. Public Hearing: Conduct a public hearing and consider action regarding a Specific Use Permit (SUP-16-003) to allow for alcohol sales; being described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.
3. Consider and take action regarding a Site Plan (SP-16-001) for CVS Pharmacy; being an approximately 14,600 SQ FT Pharmacy/Retail Sales; being described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.
4. Consider and take action of an ordinance amending the Rules of Procedure for all meetings of the Town Council.

H. OLD BUSINESS:

None

I. 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.

J. EXECUTIVE SESSION:

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

1. Section 551.071- Consultation with the Town Attorney regarding contemplated or pending litigation, to wit:
 - a. 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.
 - b. Outstanding Code Violations.
2. Section 551.087 – Deliberation regarding economic development negotiations; (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
3. Adjourn into Open Meeting
4. Take action on Executive Session item(s).

K. 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*)

L. 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 20th day of May, 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:

Discuss and consider the appointment of a Mayor Pro Tem.

Staff:

Kristi Gilbert, Town Secretary

Background:

In accordance with Section 1.03.040(1) of the Town of Argyle Code of Ordinances, the Town Council shall elect from its membership a Mayor Pro Tem at the first meeting following an election.

Attachments:

Resolution Appointing a Mayor Pro Tem

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS APPOINTING COUNCILMEMBER ~~XXXXX~~ TO SERVE AS MAYOR PRO TEM.

WHEREAS, in accordance with Section 1.03.040(1) of the Town of Argyle, Texas Code of Ordinances, and

WHEREAS, the Town Council wishes to appoint a Councilmember [redacted] to serve as Mayor Pro Tem.

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

Section 1. That the above findings are true and correct.

Section 2. That Council Member [redacted] is hereby appointed by the Town Council to serve as Mayor Pro Tem.

AND IT IS SO RESOLVED.

PASSED AND APPROVED this 24th of May, 2016.

ATTEST:

TOWN OF ARGYLE

Kristi Gilbert
Town Secretary

Peggy Krueger
Mayor



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Recurring report on Sales Tax Analysis and Reporting Service (STARS). Please find attached two STARS reports – Fourth Quarter, 2015 and First Quarter, 2016.

Requested by:

Kim Collins, Director of Finance

Background:

The STARS report is a management tool that provides analysis of Argyle's sales tax composition, changes and performance as well as a general analysis of statewide trends that may affect our sales tax revenue. The attached reports represent the 4th Quarter for 2015: October – December, and 1st Quarter for 2016 (January – March). The format includes a pie chart by major category and a data sheet showing types of business that fall in each of the respective categories. The total dollars represented are for three taxing entities – the Town, EDC and Street Maintenance Sales Tax. The categories listed on the data sheet each have five or more businesses, whether brick and mortar or list-servers, allowing us to itemize in this manner. The categories with fewer than five businesses are consolidated under *Not Reported by State* per State law.

Financial Impact:

N/A

Staff Recommendation:

N/A

Requested Action:

N/A

Attachments:

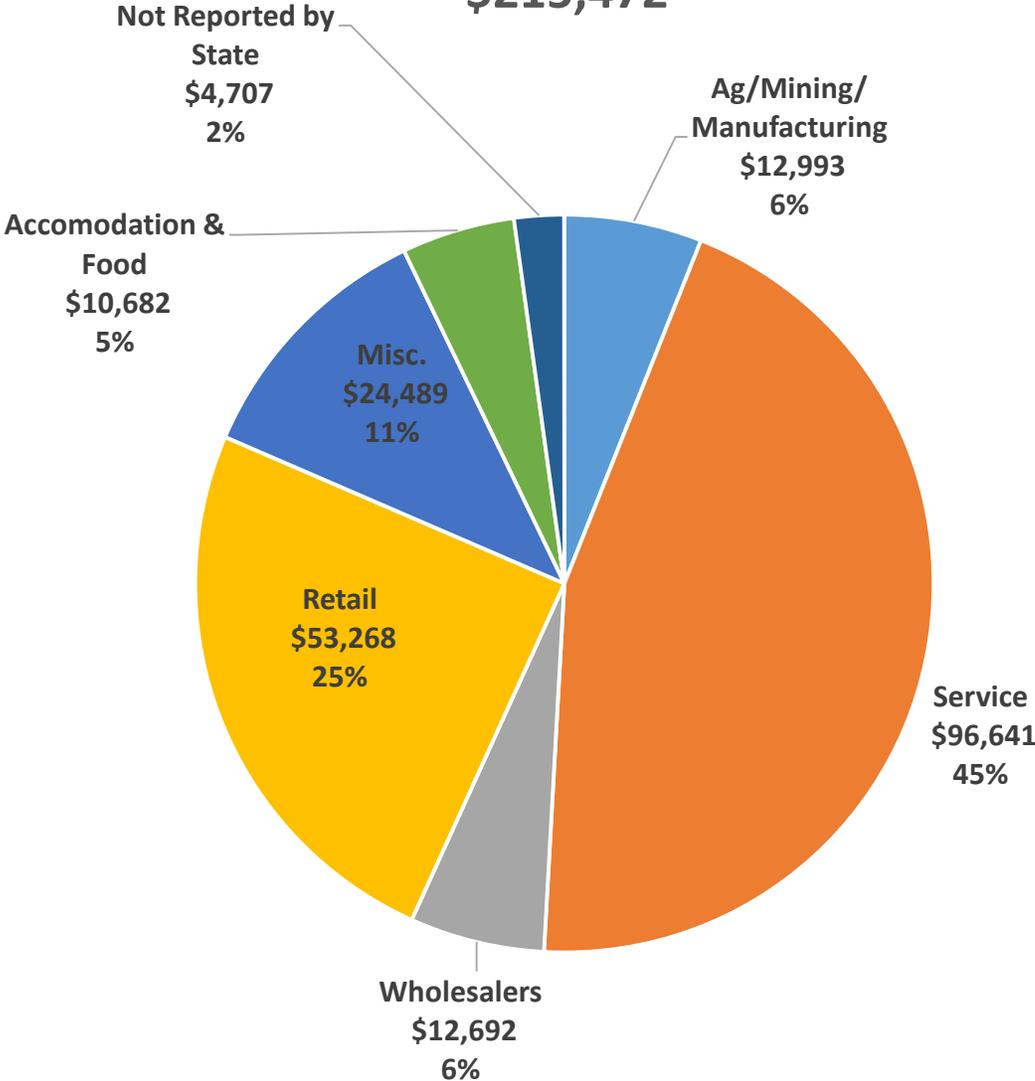
Quarterly Sales Tax Analysis for Q4/2015 (Oct, Nov, Dec 2015) & Q1/2016 (Jan, Feb, Mar 2016) sales tax revenue.

Quarterly Sales Tax Change Analysis Summary - Q4, 2015 (Oct - Dec)

| | Q4/2015 | Q4/2014 | QTR Change | % Change |
|---------------------------------|-------------------|-------------------|-------------------|---------------|
| TOTAL FOR ARGYLE | \$ 215,472 | \$ 186,458 | \$ 29,014 | 15.6% |
| Ag/Mining/Manufacturing | \$ 12,993 | \$ 10,649 | \$ 2,344 | 22.0% |
| Agriculture & Mining | 171 | 182 | (11) | -6.0% |
| Manufacturing | 12,822 | 10,467 | 2,355 | 22.5% |
| Service | \$ 96,641 | \$ 78,487 | \$ 18,154 | 23.1% |
| Utilities | 23,702 | 23,295 | 407 | 1.7% |
| Construction | 22,122 | 10,898 | 11,224 | 103.0% |
| Transportation/Delivery | 17,542 | 16,554 | 988 | 6.0% |
| Finance & Insurance | 7,098 | 8,046 | (948) | -11.8% |
| Real Estate and Rental | 1,509 | 2,672 | (1,163) | -43.5% |
| Professional/Scientific | 11,534 | 3,363 | 8,171 | 243.0% |
| Educational Services | 4,702 | 5,546 | (844) | -15.2% |
| Health Care & Social | 9 | 7 | 2 | 28.6% |
| Arts, Entertainment, Rec | 1,980 | 1,804 | 176 | 9.8% |
| Personal & Laundry | 3,583 | 3,920 | (337) | -8.6% |
| Repair and Maintenance | 2,860 | 2,382 | 478 | 20.1% |
| Wholesalers | \$ 12,692 | \$ 13,154 | \$ (462) | -3.5% |
| Wholesalers | 12,692 | 13,154 | (462) | -3.5% |
| Retail | \$ 53,268 | \$ 48,344 | \$ 4,924 | 10.2% |
| Motor Vehicle & Parts | 547 | 131 | 416 | 317.6% |
| Furniture & Home Furniture | 610 | 2,003 | (1,393) | -69.5% |
| Miscellaneous Store | 3,796 | 8,139 | (4,343) | -53.4% |
| Electronics & Appliance | 5,273 | 4,778 | 495 | 10.4% |
| Building Material | 22,820 | 16,861 | 5,959 | 35.3% |
| Sporting Goods, Hobby | 801 | 787 | 14 | 1.8% |
| Nonstore Retailers | 10,512 | 8,184 | 2,328 | 28.4% |
| Apparel Stores | 5,371 | 3,639 | 1,732 | 47.6% |
| General Merchandise | 1,962 | 1,380 | 582 | 42.2% |
| Other Retail | 1,576 | 2,442 | (866) | -35.5% |
| Miscellaneous | \$ 24,489 | \$ 19,004 | \$ 5,485 | 28.9% |
| Information | 20,798 | 15,965 | 4,833 | 30.3% |
| Government/Non-Profit/Misc. | 3,691 | 3,039 | 652 | 21.5% |
| Accommodation & Food | \$ 10,682 | \$ 13,205 | \$ (2,523) | -19.1% |
| Food Services | 10,682 | 13,205 | (2,523) | -19.1% |
| Not Reported by State | \$ 4,707 | \$ 3,615 | \$ 1,092 | 30.2% |

* All categories include at least 5 businesses, whether actual brick & mortar or list-servers. Totals shown are for the Town, EDC and Street Maint. The information provided to the Town is confidential. It is not open to public inspection (Texas Tax Code 321.3022c).

Quarterly Sales Tax Analysis Q4/2015 \$215,472



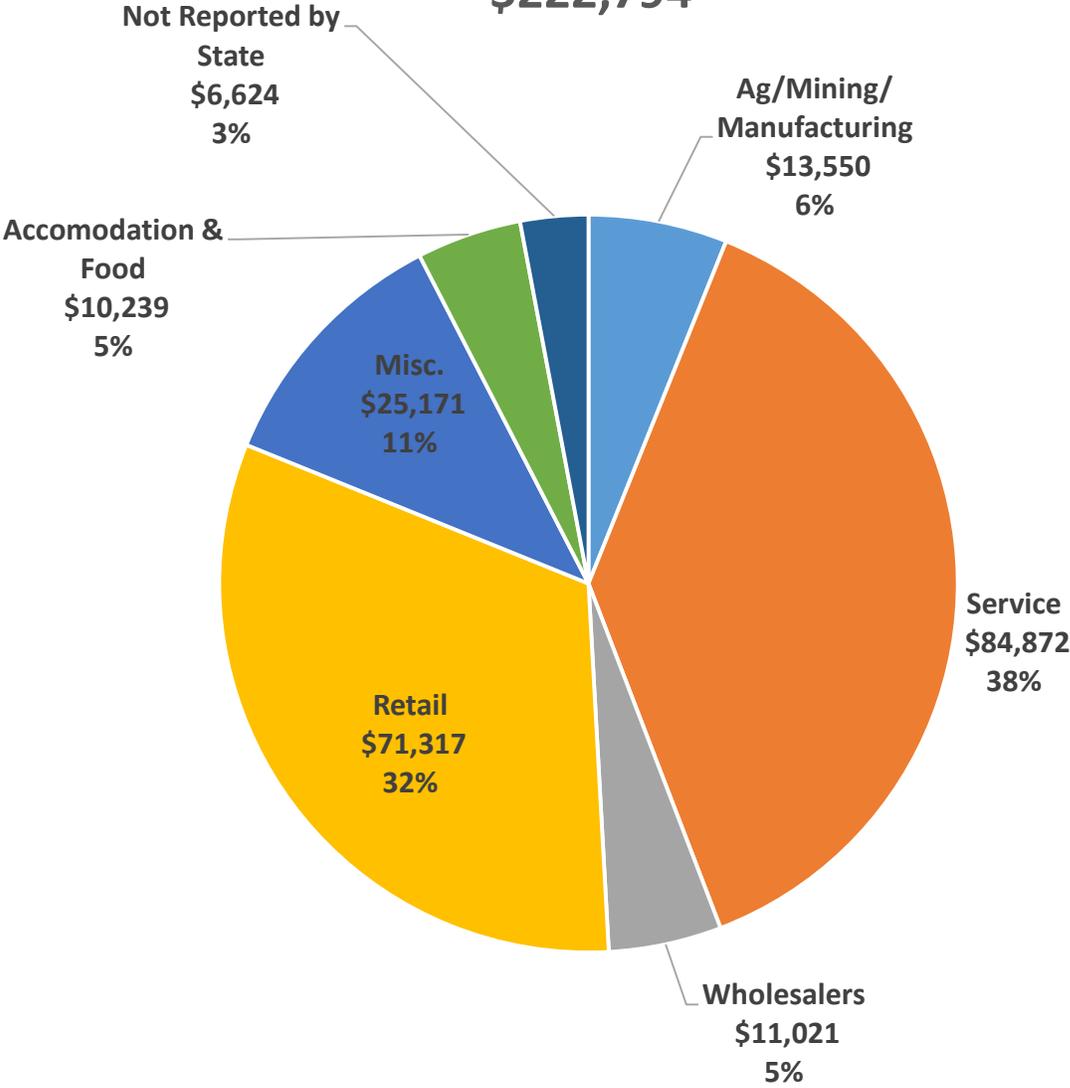
- Ag/Mining/Manufacturing
- Service
- Wholesalers
- Retail
- Miscellaneous
- Accomodation & Food
- Not Reported by State

Quarterly Sales Tax Change Analysis Summary - Q1, 2016 (Jan - Mar)

| | Q1/2016 | Q1/2015 | QTR Change | % Change |
|---------------------------------|-------------------|-------------------|-------------------|---------------|
| TOTAL FOR ARGYLE | \$ 222,794 | \$ 179,364 | \$ 43,430 | 24.2% |
| Ag/Mining/Manufacturing | \$ 13,550 | \$ 13,104 | \$ 446 | 3.4% |
| Agriculture & Mining | 157 | 303 | (146) | -48.2% |
| Manufacturing | 13,393 | 12,801 | 592 | 4.6% |
| Service | \$ 84,872 | \$ 64,070 | \$ 20,802 | 32.5% |
| Utilities | 15,371 | 19,246 | (3,875) | -20.1% |
| Construction | 36,576 | 11,545 | 25,031 | 216.8% |
| Transportation/Delivery | 8,979 | 10,309 | (1,330) | -12.9% |
| Finance & Insurance | 6,907 | 6,260 | 647 | 10.3% |
| Real Estate and Rental | 2,381 | 1,626 | 755 | 46.4% |
| Professional/Scientific | 3,735 | 2,586 | 1,149 | 44.4% |
| Educational Services | 1,380 | 1,803 | (423) | -23.5% |
| Health Care & Social | 7 | - | 7 | 0.0% |
| Arts, Entertainment, Rec | 3,838 | 3,932 | (94) | -2.4% |
| Personal & Laundry | 3,346 | 4,186 | (840) | -20.1% |
| Repair and Maintenance | 2,352 | 2,577 | (225) | -8.7% |
| Wholesalers | \$ 11,021 | \$ 12,959 | \$ (1,938) | -15.0% |
| Wholesalers | 11,021 | 12,959 | (1,938) | -15.0% |
| Retail | \$ 71,317 | \$ 52,422 | \$ 18,895 | 36.0% |
| Motor Vehicle & Parts | 580 | 129 | 451 | 349.6% |
| Furniture & Home Furniture | 1,013 | 2,084 | (1,071) | -51.4% |
| Miscellaneous Store | 4,467 | 5,911 | (1,444) | -24.4% |
| Electronics & Appliance | 8,145 | 6,455 | 1,690 | 26.2% |
| Building Material | 24,661 | 17,079 | 7,582 | 44.4% |
| Sporting Goods, Hobby | 1,054 | 929 | 125 | 13.5% |
| Nonstore Retailers | 18,606 | 10,578 | 8,028 | 75.9% |
| Apparel Stores | 6,854 | 5,323 | 1,531 | 28.8% |
| General Merchandise | 3,651 | 1,565 | 2,086 | 133.3% |
| Other Retail | 2,286 | 2,369 | (83) | -3.5% |
| Miscellaneous | \$ 25,171 | \$ 21,304 | \$ 3,867 | 18.2% |
| Information | 22,789 | 19,430 | 3,359 | 17.3% |
| Government/Non-Profit/Misc. | 2,382 | 1,874 | 508 | 27.1% |
| Accommodation & Food | \$ 10,239 | \$ 9,425 | \$ 814 | 8.6% |
| Food Services | 10,239 | 9,425 | 814 | 8.6% |
| Not Reported by State | \$ 6,624 | \$ 6,080 | \$ 544 | 8.9% |

* All categories include at least 5 businesses, whether actual brick & mortar or list-servers. Totals shown are for the Town, EDC and Street Maint. The information provided to the Town is confidential. It is not open to public inspection (Texas Tax Code 321.3022c).

Quarterly Sales Tax Analysis Q1/2016 \$222,794



- Ag/Mining/Manufacturing
- Service
- Wholesalers
- Retail
- Miscellaneous
- Accomodation & Food
- Not Reported by State



**Town Council and Planning and Zoning
Commission Joint Work Session
& Regular Meeting
Minutes –April 26, 2016**

The Joint Work Session of the Town Council and the Planning and Zoning Commission and the Regular Meeting of the Town Council was held on **April 26, 2016** at 5:30 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 JOINT WORK SESSION TO ORDER

Mayor Krueger and Chairperson Walker called the work session to order at 5:36 p.m.

| Attendee Name | Title | Status | Arrived |
|----------------------|-------------------------|---------------|----------------|
| Peggy Krueger | Mayor | Present | |
| Joey Hasty | Mayor Pro Tem | Absent | |
| Kay Teer | Council Member, Place 2 | Present | |
| Eric Lamon | Council Member, Place 3 | Present | |
| Jay Haynes | Council Member, Place 4 | Absent | |
| Marla Hawkesworth | Council Member, Place 5 | Present | |
| Paul Walker | Chairperson | Present | |
| Sherry Griffin | Vice Chairperson | Present | |
| Keith Appleton | Commissioner | Present | |
| Paula Mabry | Commissioner | Present | |
| Jackie Thomas | Commissioner | Present | |
| Richard Kravitz | Commissioner | Present | |
| Jason Lillard | Commissioner | Absent | |

B. JOINT COUNCIL/PLANNING & ZONING WORK SESSION

1. Discussion and overview on the elements of the comprehensive plan and zoning regulations.

Town Attorney Matthew Boyle reviewed regulations related to zoning and the public hearing process.

2. Discussion related to the development application and ordinance amendment process and review.

Staff asked the Council and Commission if they would like to see any ordinance amendments brought forth for consideration. No changes were requested.

The joint work session was adjourned at 6:40 p.m.

C. COUNCIL 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 process for appointment to the Argyle Fire District.
Town Manager Paul Frederiksen advised the Council that Bob Swanbeck, the current Argyle Fire District Board representative, had recently moved out of town and planned to resign his position on the board. The Council directed staff to post and advertise for the vacant position on the Town's website.
2. Discussion and direction to Town Staff regarding amendments to Section 14.2.90- Streets - D.13 – Design Requirements - Driveways and Median Openings; of the Town of Argyle Town Development Standards.
Community Development Director Matt Jones, reviewed the current design requirements of the development standards. Mr. Jones stated the driveway spacing requirements were dictated by the roadway type. The Council directed staff to review the driveway spacing requirements in conjunction with, or immediately after, the amendments to the Transportation Thoroughfare Plan.
3. Discussion and direction to Staff regarding the creation of the Program for Argyle Community Engagement (PACE) for development related Town Hall forum meetings.
Mr. Jones reviewed the proposed PACE program and stated it was an opportunity for developers to meet with the community without staff or Council involvement in order to explain and gather input on proposed applications prior to consideration at the Planning and Zoning Commission or Town Council.
4. Discussion regarding establishing a Municipal Court of Record.
Town Secretary Kristi Gilbert reviewed the requirements of a court of record and advised Council that the change would not involve any additional expenditures. Ms. Gilbert stated the item would be brought forth for Council consideration in May.
5. Discussion regarding any regular session items.

The work session was adjourned at 6:58 p.m.

D. CALL REGULAR SESSION TO ORDER

The Mayor called the regular session to order at 7:06 p.m.

E. INVOCATION

F. PLEDGE OF ALLEGIANCE

G. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

1. Council Recognition of Students/Citizens/Staff

2. Children's Advocacy Center
Cheryl Aldridge with the Children's Advocacy Center (CAC) provided the Council with an update on the activities of the group as they related to Denton County and the Town of Argyle.
3. Disaster Exercise Plan (Operation Crossfire)
Chief Tackett and Lt. Muscle advised the Council on the full scale disaster drill being conducted in Argyle on June 29th. Chief Tackett stated that over 40 agencies were participating in the drill. Lt. Muscle stated planning for the drill had been going on for over a year and a half.
4. Residents of The Oaks Subdivision regarding traffic control
Chief Tackett introduced Brad Graham with The Oaks Subdivision. Mr. Graham described the traffic concerns expressed by residents of the subdivision and offered options. Mr. Graham stated the residents recommended the approval of a "No Left Turn" option on Cook Street and a "No Right Turn" on Myrtle for the 2016-2017 school year.
5. Town Council and Staff Presentations / Reports
 - a. Development Project Updates
Mr. Jones updated the Council on current development applications.
 - b. Quarterly Financial Update
Financial Director Kim Collins presented the FY 16 second quarter financials.

H. CONSENT AGENDA

1. Consider approval of the March 22, 2016 Town Council minutes.
2. Consider approval of the 2015 preferred access line rate based on the 2016 Consumer Price Index increase.
3. Consider approval of an Ordinance granting to Atmos Energy Corporation, A Texas and Virginia Corporation, its successors and assigns, a franchise to furnish, transport and supply gas in the Town of Argyle, Denton County, Texas for the transportation, delivery, sale, and distribution of gas in, out of, and through said Town for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys and public ways; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous Atmos Energy gas franchises. (*Ordinance 2016-07*)
4. Consider approval of a resolution initiating a rate case against Oncor as part of the Steering Committee of Cities Served by Oncor. (*Resolution 2016-05*)
5. Consider approval of a resolution nominating a candidate for appointment to the Denco Area 9-1-1 District Board of Managers. (*Resolution 2016-06*)

- 6. Consider approval of the appointment of Director of Public Works Troy Norton as the Authorized Contracting Party Representative for the Denton Creek Regional Wastewater System Advisory Committee of the Trinity River Authority and the appointment of Town Manager Paul Frederiksen as Alternate Representative to the Advisory Committee.

ACTION: Item H.1. through H.6.

APPROVED

Councilmember Hawkesworth moved to approve the consent agenda as presented. Councilmember Lamon seconded the motion. For: Unanimous. The motion passed 3 to 0.

I. NEW BUSINESS & PUBLIC HEARINGS:

- 1. Public Hearing: Conduct a public hearing and consider action regarding a request to create The Highlands of Argyle Public Improvement District No. 1 to undertake public improvements that confer a special benefit on property generally described as 111.41 contiguous acres within the corporate limits of the Town and generally located: (1) southwest of the Old Town area; (2) south of Old Justin Road; (3) West of U.S. Highway 377 along and adjacent to the Texas & Pacific Railroad Company; and (4) north of Harpole Road.

Economic Development Consultant Trent Petty reviewed the process of the public improvement district (PID) creation process.

Applicant Kosse Maykus presented the Council with a video of the concept plan for the development. Mr. Maykus noted that they had reverted back to the original submittal name of The Lakes of Argyle rather than Highlands of Argyle due to the fact that the name "Highlands" was being used in a nearby location. Mr. Maykus reviewed the benefits of creating the PID including park features, hike and bike trails and enhanced intersections.

Mayor Krueger opened the hearing to public comment.

Nobody chose to speak in favor of or in opposition to the proposed PID.

Mayor Krueger closed the public hearing.

ACTION: Item I.1.

APPROVED

Councilmember Lamon authorized the creation of The Highlands of Argyle Public Improvement District No. 1. Councilmember Teer seconded the motion. For: Unanimous. The motion passed 3 to 0. (*Resolution No. 2016-07*)

- 2. Public Hearing: Consider and take appropriate action on a zoning change request (MDP-16-001) from A (Agricultural District), SF-10 (Single Family Residential-10 District), OR (Office Retail), LR (Local Retail), and CF (Community Facilities) to VC-N, VC-T, and VC-MU Districts (Village Center Neighborhood, Transition, and Mixed Use Districts) for

Waterbrook, being approximately 105.35 acres of land, legally described as portions of S. Chambers Survey, Abstract No. 308, Tracts 47-50,55, 56, Chaney Addition, Block A, Lot 1 and 2, and Shady Oaks Estates 3, Block 1, Lot 1R; and being located at the southeast corner of HWY 377 and FM 407, located in the Town of Argyle, Denton County, Texas.

Mr. Jones reviewed the zoning change application as it relates to the Transportation Thoroughfare Plan, Form Based Code and Future Land Use Plan. Mr. Jones stated there were two existing churches on site. Mr. Jones stated the development called for 287 lots, of which, 77 are designated as patio homes. Mr. Jones stated the development was reviewed by the development consultants that drafted the Form Based Codes and the application is in compliance with both the Form Based Codes and the Comprehensive Plan.

Bret Pedigo with Terra Manna spoke on behalf of the applicant. Mr. Pedigo reviewed projects his firm has developed in the past. Mr. Pedigo stated the desire was to focus on the highest quality development with a focus on attention to detail. Mr. Pedigo stated they were working with Argyle Church of Christ to help relocate their facility to a new location. Mr. Pedigo stated that Oak Hills Community Church would be relocated to the southwest corner of the property. Mr. Pedigo stated the development would extend the S-1 sewer line to the property.

Mayor Krueger opened the hearing to public comment.

Those speaking in favor:

Eric Fields, 1001 Cochran Road
Reaves Moseley, 1817 Knight Street
Wayne Holt, 804 Harpole Road East

Those speaking in opposition:

Tamra Butler, 504 E Hickory Ridge Circle
George Marburger, 711 Robin Lane
Cheryl Niederer, 630 Sunset Court
Travis Lechowit, 841 Caublestone Hill
John Stafford, 402 FM 407
Jane Krzysiak, 332 Springfield Bend
Bryan Livingston, 558 Village Way
Sarah Davee, 9535 Spring Road
Erin Davis, 720 FM 407
Tom Irwin, 301 Mosswood Drive
Joan Delashaw, 242 Herriott Lane

Mayor Krueger closed the hearing to public comment.

The Council asked questions of the applicant related to fencing standards, lot locations, construction materials, potential retail tenants and traffic on Highway 377 and FM 407.

ACTION: Item I.2.

APPROVED

Councilmember Lamson moved approve the zoning change request subject to staff recommendations and subject to design of an articulated serpentine fencing that includes various elements inclusive of masonry, wrought iron and live screening along Frenchtown Road.

Councilmember Hawkesworth seconded the motion with the condition of eliminating wood fencing on the east side of property. Councilmember Lamson agreed to amend his motion to include the elimination of the wooden fencing on the eastern boundary.

The Council held discussion with regard to fencing standards on the eastern boundary of the project.

Councilmember Lamson amended his motion to exclude the prohibition of the wood fencing on the eastern boundary of the project. Councilmember Hawkesworth seconded the amendment.

Motion on the floor made by Councilmember Lamson and seconded by Councilmember Hawkesworth to approve the zoning change request subject to staff recommendations and subject to design of an articulated serpentine fencing that includes various elements inclusive of masonry, wrought iron and live screening along Frenchtown Road. For: Unanimous. The motion passed 3 to 0. (*Ordinance No. 2016-09*)

3. Public Hearing: Consider an ordinance amendment (ORD-16-001) regarding changes to Section 14.3.71-11 - Access and Frontage Standards for Residential Lots, Section C – Exceptions; of the Town of Argyle Town Development Standards.

Mr. Jones reviewed the proposed ordinance amendment.

Mayor Krueger opened the hearing to public comments.

Nobody spoke in favor of or in opposition to the proposed ordinance amendment.

Mayor Krueger closed the hearing to public comment

ACTION: Item H.4.

APPROVED

Councilmember moved approve the ordinance as presented. MH seconded the motion. For: Unanimous. The motion passed 3 to 0. (*Ordinance No. 2016-10*)

J. OLD BUSINESS

None.

K. 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.

Nobody chose to speak during the open forum.

L. EXECUTIVE SESSION

The Council adjourned into executive session at 10:28 p.m. PURSUANT TO TEXAS GOVERNMENT CODE, ANNOTATED, CHAPTER 551, SUBCHAPTER D:

1. Section 551.071- Consultation with the Town Attorney regarding contemplated or 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. Section 551.087 – Deliberation regarding economic development negotiations; (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

3. Adjourn into Open Meeting

The Council reconvened into the open meeting at 10:54 p.m.

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

Councilmember Hawkesworth requested the Council review the Rules of Procedure to include removing the requirement that individuals speaking in favor of a project speak before those speaking in opposition.

N. ADJOURN

The meeting was adjourned at 10:56 p.m.

Approved this 24th day of May, 2016.

Peggy Krueger, Mayor

Kristi Gilbert, Town Secretary



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of an ordinance establishing the Argyle Municipal Court of Record No. 1 effective July 1, 2016.

Requested by:

Kristi Gilbert, Town Secretary

Background:

At the April 26th Council meeting, Staff reviewed the benefits of transitioning to a court of record and received direction to move forward with the process. By transitioning to a municipal court of record, we will provide a more efficient disposition of cases arising in the Town.

In order to establish a Court of Record, the Town must have a municipal judge that is a licensed attorney in good standing. Additionally, the court must hire a court reporter or record the court proceedings utilizing a “good quality electronic recording device” in the event a transcript is needed for an appeal. These two requirements typically make the court of record transition cost prohibitive for small municipalities. However, Argyle currently meets both of these requirements.

By establishing a court of record, defendants would no longer have the ability to directly appeal a citation without a court hearing. Additionally, the Town would retain more control over code enforcement cases. The total staff time to process a single appeal is approximately 45 to 60 minutes; moving to a court of record would allow the court to realize efficiencies in time dedicated to appeals. Once a case is appealed to the county court, the county keeps all revenues generated from the case.

Financial Impact:

The limited funds required to convert to a court of record could be absorbed in the courts current budget with no amendments. The proposal would have positive financial impact as attorneys for the defendants would be unable to appeal any cases to Denton County Criminal Court as new trial. The court is experiencing 5-6 appeals each month for an average of \$200 fine & fees for each case. Staff expects the number of appeals filed to continue to increase as the Town grows.

Recommendation:

Staff recommends approval of an ordinance establishing the Argyle Municipal Court of Record No. 1 effective July 1, 2016.

Attachment:

Ordinance

**TOWN OF ARGYLE
ORDINANCE NO. 2016-XX**

AN ORDINANCE OF THE TOWN OF ARGYLE ESTABLISHING MUNICIPAL COURT OF RECORD NO. 1; REPEALING ARTICLE 7.01 GENERAL PROVISIONS FOR MUNICIPAL COURT; AND REPLACING IT WITH A NEW ARTICLE 7.01 GENERAL PROVISIONS FOR THE ARGYLE MUNICIPAL COURT OF RECORD NO. 1; ESTABLISHING DATES OF ABOLITION AND COMMENCEMENT; PROVIDING FOR THE APPOINTMENTS, QUALIFICATIONS, VACANCIES, REMOVAL AND JUDICIAL AUTHORITY OF JUDGES; PROVIDING FOR THE APPOINTMENT OF A MUNICIPAL COURT CLERK; ESTABLISHING PROVISIONS FOR FAILURE TO APPEAR AND PROMISE TO APPEAR VIOLATIONS; PROVIDING DRIVING SAFETY FEES; PROVIDING WARRANT FEES; PROVIDING A TRANSCRIPT PREPARATION FEE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas Government Code Chapter 30, "Municipal Courts of Record," Subchapter UU, and Subchapter A, "General Law for Municipal Courts of Record" provides that the governing body of the Town by ordinance may establish its municipal court as a municipal court of record if the formation of a municipal court of record is necessary to provide a more efficient disposition of cases arising in the Town; and

WHEREAS, on January 8, 1974, the Town enacted Ordinance 73-8, as amended and codified as Article 7.01 of the Town of Argyle Code of Ordinances, creating and establishing a municipal court which is not a court of record; and

WHEREAS, it is now the desire of the Town to repeal Article 7.01 in its entirety, thereby abolishing the existing municipal court, and adopt new provisions for the creation of Municipal Court of Record No. I; and

WHEREAS, the Town Council determines that it is in the best interest of the citizens of Argyle to establish the Municipal Court as the Municipal Court of Record No. I in order to provide a more efficient disposition of cases arising in the Town.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: The Town of Argyle Code of Ordinances Article 7.01 General Provisions for Municipal Court is hereby repealed in its entirety and replaced with a new Article 7.01 General Provisions, to read as follows:

“ARTICLE 7.01 GENERAL PROVISIONS

Sec. 7.01.001 Municipal Court of Record Created

There is hereby established Municipal Court of Record No. 1 for the Town of Argyle. The Town Council finds that a Municipal Court of Record is necessary to provide a more efficient disposition of cases arising in the Town.

Sec. 7.01.002 Jurisdiction

- (a) The Court shall have concurrent jurisdiction with the justice court in any precinct in which Town is located in those criminal cases that arise in the Town and that are punishable by fine only.
- (b) The court shall have civil jurisdiction for the purpose of enforcing municipal ordinances enacted under Subchapter A, Chapter 214, Local Government Code, or Subchapter E, Chapter 683, Transportation Code.
- (c) The court shall have the authority to issue:
 - (1) Search warrants for the purpose of investigating a health and safety or nuisance ordinance violation; and,
 - (2) Seizure warrants for the purpose of securing, removing, or demolishing the offending property and removing the debris from the premises.

Sec. 7.01.003 State Code Adopted

Government Code Chapter 30, "Municipal Courts of Record", Subchapter A, "General Law for Municipal Courts of Record", Sections 30.00001 to 30.00027, Subchapter UU, all as from time to time amended, and the provisions of such legislation governing the operation of a municipal court of record are hereby adopted.

Sec. 7.01.004 Appointment of judges; terms; compensation

The Town Council shall appoint a Presiding Judge and, at its discretion, appoint one or more Alternate Judges. The Presiding Judge and the Alternate Judges shall be appointed for terms of two (2) years each and shall have the minimum qualifications and authority provided by state law. Each term of office shall commence upon October 1st in even numbered years. The Town Council shall establish the compensation for the Presiding Judge and each Alternate Judge.

Sec. 7.01.005 Appointment of clerk; other municipal court personnel

The Town Council shall appoint a municipal court clerk for the Municipal Court of Record No. 1 who shall be an employee of the Town, subject to the supervision of the Town Secretary and Presiding Judge. The Town Council shall make an annual appropriation for Municipal Court functions and personnel, including a court reporter and a bailiff, as deemed necessary for proper operation of the Court. The clerk shall appoint a court reporter as needed. The municipal court

clerk shall perform all tasks required for the performance of their duties, including but not limited to those required by Chapter 30 of the Texas Government Code, as amended, and all other applicable law.

Sec. 7.01.006 Transfer of cases, warrants and other pending matters

The Municipal Court of Record No. 1 shall commence on 1st day of July, 2016, at 12:00 a.m. The existing Municipal Court of the Town established by Ordinance No. 73-8 is abolished simultaneous with the commencement of Municipal Court of Record No. 1. All cases, warrants and other pending matters in the existing Municipal Court are transferred to the Municipal Court of Record No. 1 commencing at 12:00 a.m. on the 1st day of July, 2016.

Sec. 7.01.007 Failure to appear/violate promise to appear

- (a) Appearance Required. That any person summoned or ordered to appear in the Town Municipal Court of Record No. 1 to face and answer a charge brought against that person by the Town for a violation of a State statute, Town ordinance or other law or regulation shall appear in the Municipal Court of Record No. 1 at the date and time specified in the summon or order. For purposes of the Ordinance, "Person" shall mean any other entity recognized in law.
- (b) Complaint. In the event a person summoned or ordered to appear in the Municipal Court of Record No. 1 as outlined in Section 8.A. of this Ordinance fails to appear, the Municipal Court Clerk shall be authorized and empowered to file a complaint in the Municipal Court of Record No. 1 charging that person with failure to appear/violate promise to appear as summoned or ordered.

Sec. 7.01.008 Driving Safety Fees

A non-refundable fee of \$9.90 shall be collected as a special expense each time a person requests to take a driving safety course for the purpose of having the charge dismissed after the successful completion of the course. The fee shall be paid into the Town treasury to recover the costs incurred by the Town in processing the person's request for a driving safety class.

Sec. 7.01.009 Warrant Fees

The following fees are hereby established and shall be imposed and collected by the Town's Municipal Court of Record No. 1 for a defendant convicted of a misdemeanor in the following instances:

- (a) When a defendant has been convicted in the Municipal Court of the Town, the defendant shall pay the sum of \$50.00 for the execution or processing of an issued arrest warrant or capias by a peace officer. The fee shall be assessed on conviction regardless of whether the defendant was also arrested at the same time for another offense, and shall be assessed for each arrest made of a defendant arising out of the offense for which the defendant has been convicted.

(b) Proceeds collected here under shall be retained by the Town in accordance with law.

Sec. 7.01.010 Transcript Preparation Fee

A transcript preparation fee of Twenty-Five dollars (\$25.00) shall be paid by each defendant appealing from a judgment or conviction in the Municipal Court. The transcript preparation fee does not include the fee for the actual transcript of the proceedings and must be paid by the defendant in addition to the fee for the actual transcript. The Court Clerk shall note the payment of the transcript preparation fee on the docket of the court and shall refund the fee to the defendant if the case is reversed on appeal.”

SECTION 3: That all other ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of any conflict.

SECTION 4: In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or section of this Ordinance which shall remain in full force and effect.

SECTION 5: This Ordinance shall take effect from and after its passing, and in accordance with State law.

PASSED AND APPROVED THIS 24TH DAY OF MAY, 2016.

TOWN OF ARGYLE, TEXAS

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

APPROVED AS TO FORM:

Matthew C.G. Boyle, Town Attorney



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Consider approval of a professional contract with Bureau Veritas North America, INC. for Health Services for Town of Argyle plan review and health related inspections.

Requested by:

Matt Jones, Director of Community Development

Background:

The Town of Argyle, as of today, has twelve existing food establishments (including school facilities) requiring annual health inspections. This number is expected to increase over the next several years. While the Town of Argyle has a Sanitarian Agreement with Judie Talbot for plan review and health inspections, that agreement has since expired. Staff is seeking to transition to an alternative company to perform health related plan review and inspections to keep pace with the anticipated growing demand.

The Town currently uses Bureau Veritas North America, INC. for plan review and inspections for building, plumbing mechanical and electrical permits. By transitioning to a professional contract for health services with Bureau Veritas North America, INC the plan review and inspection process will be more consolidated and efficient. Bureau Veritas North America will provide the following services: review plans for compliance with the applicable laws and rules required; perform inspections to determine compliance with the applicable laws and rules required; update or create the required health forms; provide written report of any deficiencies; and investigate complaints on permitted facilities.

Bureau Veritas North America will provide health inspections for annual Certificates of Occupancy renewals, new businesses, and perform one health inspection at random during the year for existing food establishments, as well as seasonal and temporary food establishments.

Staff Recommendation:

Approval

Requested Action:

Authorize the Town Manager to execute a professional contract for Health Services with Bureau Veritas North America, INC.

Attachments:

BV Health Services Contract
BV Informational Pamphlet
Existing Health Services Contract



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 25th day of May, 2016, by and between Bureau Veritas North America, Inc., (herein called “BVNA”), and the Town of Argyle, TX, (herein called “Client”).

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.
2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.
3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.
4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:
 - (a) Fees and all other charges will be billed to Client monthly.
 - (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.
 - (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney’s fees.

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as “Services”), do the following:

- (a) Where the performance of the Services require BVNA’s presence on the Client’s premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed (“Site”) to accommodate BVNA’s needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as “Client's Project Manager” who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “Rights”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. The client shall have rights to any document prepared by BVNA under this agreement. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys’ fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA’s Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** **BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA**

PURSUANT TO THIS AGREEMENT.

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

11. **Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for is limited to the higher of the applicable insurance policy limits as provided herein or \$50,000, or if greater the compensation received by BVNA under this Agreement.

12. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. **Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Client shall name BVNA as additional insured on its Builder's Risk policy.

14. **Cause of Action.** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

15. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively “Disputes”) shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. **Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located. Venue for any dispute hereunder shall lie exclusively in Denton County, Texas

18. **Releases.** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client’s obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA’s obligations under this Agreement. Such failure shall include, but is not limited to, BVNA’s failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by Client.** If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA’s termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA’s termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client’s responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

20. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

Town of Argyle
Attn: Paul Frederiksen
PO Box 609
Argyle, Texas 76226

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, Texas 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

25. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against

it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

26. Miscellaneous. This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

27. Non-Solicitation / Hiring of Employees.

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. Prevailing Wage. This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

29. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

30. Third Party Beneficiary. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

31. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the prior

written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

BVNA

By: _____

By: _____

Print Name: Paul Frederiksen

Print Name: _____

Title: Town Manager

Title: _____

Date: May 25, 2016

Date: _____

DTQRR: _____

Date: _____

Attachment A - Scope of Services
Attachment B – Fee Schedule

ATTACHMENT A
SCOPE OF SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction’s Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.200 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

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

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

CLIENT INITIALS: _____

BVNA INITIALS: _____

**ATTACHMENT B
FEE SCHEDULE**

FULL SERVICE:

| | |
|---|-------------------|
| Cost of Service for Permanent Food Establishment permit (2 TFER inspections) (No fee for one re-inspection, per permit year, if required) | \$400.00 |
| Cost of Service for Mobile Food Vendor (Hot and Cold Truck) and Seasonal Vendor permits (1 TFER inspection) (No fee for one re-inspection, per permit year, if required) | \$200.00 |
| Cost of Service for Public Swimming Pool inspections (1 inspection per year) (No fee for one re-inspection, per permit year, if required) | \$200.00 |
| Cost of Service for each Temporary Event permit (1 TFER inspection) | \$100.00 |
| Cost of Service for each Complaint Investigation (1 TFER inspection) | \$150.00 |
| Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for more than one re-inspection. * Minimum one hour. | \$100.00 per hour |

CLIENT INITIALS: _____

BVNA INITIALS: _____

Why Use Bureau Veritas?

Cities are striving to use tax dollars in the most efficient way possible. They desire not only to provide good service but to do it better and cheaper. They want to protect their citizens and visitors while operating under a challenging budget.

With Bureau Veritas there is no need for the city to worry about budgeting for benefits, training and certifications, office space and equipment.

Using Bureau Veritas is beneficial for municipalities of all sizes. We can augment existing staff when they are out for vacations, training or unexpected leaves or when workload exceeds the available personnel. Some municipalities have said that for small cities, BV is the perfect complement, especially for those with one-person departments.



Our Core Values

Integrity and Ethics
Impartial Counsel and Validation
Respect for all Individuals
Social and Environmental Responsibility

Our Business Values

Customer Focus
Entrepreneurs and Leaders
Share Collective Knowledge and Constant Learning
Local Actions and Global Contribution
Transparency
Teamwork and Solidarity

For More Information

visit: us.bureauveritas.com
email: codes.info@us.bureauveritas.com
call: 1.800.906.7199



Move Forward with Confidence



Health Department Services



Move Forward with Confidence

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About Us

Founded in 1828, Bureau Veritas is a worldwide leader in code compliance, health, public works, quality assurance, and environmental and safety solutions.

Our mission is to assist our clients in managing their assets, products or services, systems, and employees. Through our comprehensive service portfolio, Bureau Veritas contributes to risk prevention and performance improvement to help clients create long-term value.

With a local presence, global resources, and recognition from the world's major national and international organizations, Bureau Veritas serves municipalities, public organizations, and companies. We offer an incomparable range of services and technical and regulatory expertise with local teams throughout the world.

Throughout its long and acclaimed history, Bureau Veritas has been recognized worldwide as an unbiased, reputable, and independent source wherever expert judgment is sought.

Our Health Services

The BV Registered Sanitarians work to protect public health by minimizing the risk of foodborne, waterborne, and other communicable diseases.

Through use of education and training, our team works with the owners, operators, and employees of public establishments to provide the recommended protection in food handling, swimming pool safety, and environmental health.

Our Experience

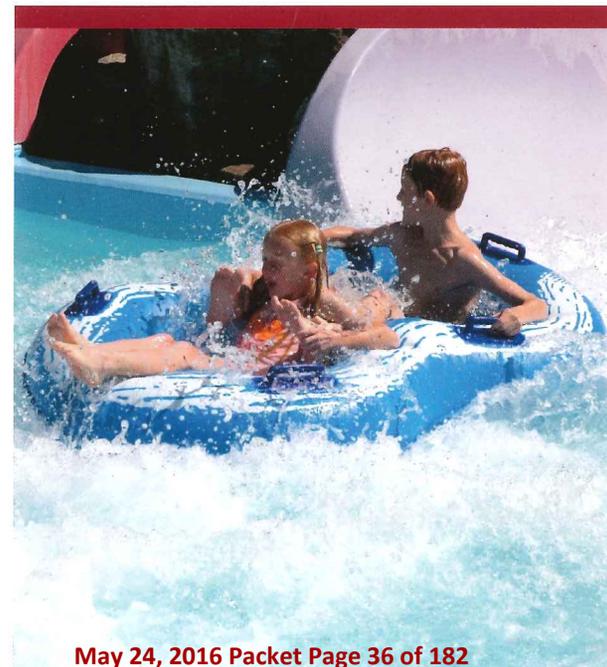
- Food establishments
- Temporary events
- Public swimming pools and spas (apartments, hotels/motels, HOA, and therapy)

Value-Added benefits

- All plan reviews include the initial and re-reviews
- Full-time customer support provided
- Services performed by Texas Registered Sanitarians
- 24-hour access to permitting information, inspection results, and establishment scores
- Attend city council and staff meetings
- Attend pre-construction meetings
- Available after-hours, weekends, and holidays for food-related activities
- Keep client up-to-date on State and Federal health alerts and legislative actions
- Provide informational handouts for training and education

Our comprehensive services include:

- **Ordinance Overview & Adoption Counseling**
- **Plan Review**
- **Inspections**
 - Routine food establishment inspections
 - Critical re-inspections
 - Food complaint investigation
 - Temporary, special events, and seasonal food inspections
- **Mobile vendor inspections**
- **Public swimming pool and spa inspections** (apartments, hotels/motels, HOA, and therapy)
- **Permitting and Reporting**
- **Training**
 - Food handler and food manager certification classes
 - Seminars on food safety related topics



STATE OF TEXAS §

COUNTY OF DENTON §

SANITARIAN AGREEMENT

This Agreement is entered into this 9th day of May, 2001, by and between the CITY OF ARGYLE (hereinafter referred to as the "City") and Jude Talbot d/b/a/ Talbot Inspection (hereinafter referred to as "Contractor").

WHEREAS, the Argyle City Council enacted Ordinance No. 2001-06 regulating food establishments within the City (hereinafter "Food Establishment Ordinance"); and

WHEREAS, the City must retain the services of a certified sanitarian to properly administer and enforce the Food Establishment Ordinance; and

WHEREAS, the City desires to engage the services of Contractor to fulfill the duties of sanitarian for the City as more fully described herein; and

WHEREAS, Contractor is certified to perform inspections pursuant to the requirements provided by the Texas Board of Health and applicable state law.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.

Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Contractor will serve as Chief Sanitarian for the City.

Section 2.

Term

The initial term of this Agreement shall commence upon execution by the Mayor, subject to Council approval, and shall be for a period of one (1) year. Upon mutual written agreement, this contract may be renewed annually for three (3) additional periods of one (1) year each. This Agreement may be terminated by City or Contractor at any time upon thirty (30) days prior written notice.

Section 3.

Scope of Services

City hereby retains Contractor to act as sanitarian for the City and to provide all services in

a timely manner as necessary for the administration of the Food Establishment Ordinance. Upon receipt of written notification by City that services are needed, Contractor hereby agrees to proceed with such services in the timeframe provided by City, or shall notify City in writing of her inability to accept such service assignment. Services shall include, but not be limited to, inspecting all food establishments located within the City of Argyle for compliance with applicable state and local laws, rules and regulations, documenting such inspections on Texas Department of Health forms, testifying in municipal and other courts, and generally assisting City staff with the administration of the Food Establishment Ordinance.

Section 4.
Independent Contractor

Contractor covenants and agrees that she is an independent contractor and not an officer, agent, servant, or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

Section 5.
Compensation

In consideration for all costs incurred and services rendered by Contractor acting in her capacity as sanitarian, City shall pay Contractor in accordance with the established Fee Schedule, a copy of which is attached hereto and incorporated herein as Exhibit "A". Contractor shall not be entitled to reimbursement for mileage, insurance, costs of overhead, or any other expenses incurred in the performance of her duties under this Agreement. The fees specified herein shall be complete and full compensation for all duties performed and services provided by Contractor. Contractor shall be responsible for the payment of all taxes, including but not limited to, federal income taxes and social security taxes (FICA), on such compensation.

Contractor shall invoice City monthly for services provided during the preceding month. City agrees to pay Contractor within thirty (30) days of receipt and approval of such invoice. The total amount paid by City under this Contract shall not exceed the amount budgeted by City for such services.

Section 6.
Attorney's Fees

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, cost of court, and necessary disbursements, in addition to any other relief to which such party may be entitled.

Section 7.
Notices

Any notice required or desired to be given under this Agreement shall be in writing and signed by the party giving the same and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the other party hereto at the address of that party set forth below or at such other address designated in writing by that party:

CITY: City of Argyle
P.O. Box 609
Argyle, Texas 76226
Attn: Mayor or City Secretary

CONTRACTOR: Judie Talbot
1901 Lakeview Circle #104
Lewisville, Texas 75057

Section 8.
Indemnity; Remedies

Contractor, her successors, permitted assigns, vendors, grantees, trustees and other legal representatives do hereby agree to fully release, indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, contractors and subcontractors from and against all claims, suits, losses, demands, judgments and costs, including reasonable attorney's fees and expenses, which in any way are related to, arise out of, result from, or accrue as a result of the services performed by Contractor, its officers, agents, employees, contractors, subcontractors, licensees, invitees, or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims to the extent requested by the City. Contractor's indemnification obligation shall be in addition to all rights, remedies and privileges available at law or in equity. All rights, remedies and privileges are cumulative and not exclusive, and the exercise of one or more of such rights, remedies or privileges shall not be a waiver or election of remedies to any other right, remedy or privilege.

Section 9.
Insurance

At her sole cost and expense, Contractor shall purchase and maintain comprehensive general liability insurance, auto liability coverage, and if required, worker's compensation insurance covering the liability assumed under the indemnification provisions of this Agreement. At minimum, such coverage shall be in amount equal to the limitations of City's liability as specified in the Texas Tort Claims Act. General liability coverage shall be provided on an occurrence basis. Workers compensation coverage shall be in an amount specified under applicable law. Certificates of insurance shall be provided to the City upon execution of this Agreement, shall list the City as additional insured, and shall provide City with a waiver of subrogation for worker's compensation coverage.

Section 10.
Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the State of Texas and exclusive venue shall be in Denton County, Texas.

Section 11.
Severability

If any term, provision, covenant, or condition of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, provision, covenant, or condition shall be deleted and the remainder of this Agreement shall remain in full force and effect.

Section 12.
Successors and Assigns

City and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither City nor Contractor shall assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. Subject to the provision regarding assignment, this Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

Subject to the foregoing, to the extent reasonably necessary for the Contractor to perform its duties hereunder, Contractor may engage the services of any agents or assistants which it may deem proper, and it may further employ, engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. The cost of the services of such agents or assistants shall be borne by Contractor at its sole cost and expense. Contractor further agrees that retaining the services of agents or assistants for any portion or feature of the work, or materials required in the performance of this Agreement, shall not relieve Contractor from its full obligations to City as provided by this agreement.

Section 13.
Paragraph Headings

The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

TALBOT INSPECTION
CONTRACTOR:

By: Judie Talbot
Judie Talbot
Contractor

Date: May 9, 2001

CITY OF ARGYLE:

By: Yvonne A. Jenkins
Yvonne A. Jenkins, Mayor
City of Argyle

Date: May 9, 2001

ATTEST:

Debbie E. Millican
Debbie E. Millican, City Secretary
City of Argyle

Date: May 9, 2001

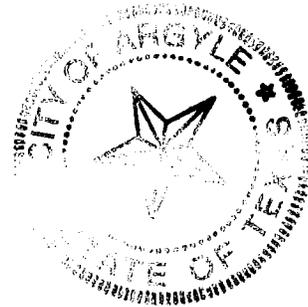


EXHIBIT "A"
FEEES

1. Inspection performed two times each year on each establishment:
\$75.00 Per Inspection
2. Re-inspections or Inspections in addition to the two yearly inspections referenced in item number one above:
\$50.00 Per Inspection
3. Testimony in Municipal or other Courts:
\$50.00 Flat Fee (regardless of actual time)
4. Plan review for newly constructed, remodeled, or converted structure, including providing written comments regarding compliance with state law requirements:
\$50.00 Flat Fee (regardless of actual time)



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of an ordinance amending Ordinance No. 2015-19, thereby amending the FY15-16 Annual Budget for the following Special Revenue Funds: Argyle Economic Development Corp., Argyle Crime Control Prevention Fund, and Building Maintenance Fund.

Requested by:

Kim Collins, Director of Finance

Background:

Budget amendments are requested when expenditures in a fund exceed the adopted budget authority granted by Council via the annual budget process. We currently have three funds that need amending as a result of various circumstances. Explanation follows for the three amendments requested to the FY16 budgets for the Argyle EDC, Argyle CCPD, and the Building Maintenance Fund as adopted by Council on September 23, 2015.

Item 1. The first amendment is to the FY16 Argyle Economic Development Corp. Fund to increase expenditure authority from \$260,916 to \$327,046. This \$66,130 increase is necessary to complete payment on the professional services agreements with Birkhoff, Hendricks & Carter for engineering on the S-1 line and the Thoroughfare Plan, both of which were approved by the EDC Board in their FY15 Budget Re-Estimation. Work was begun in FY15 on both projects, and will be completed in FY16, so this budget amendment simply reallocates FY15 budget authority in the amount of \$64,130 for engineering (no new monies), and adds \$2,000 to engineering. This amendment was presented to and approved by the EDC Board at their May 12, 2016 meeting.

Item 2. The second amendment, in the amount of \$32,462, is to the FY16 Argyle CCPD budget to align the budget authority adopted by the CCPD Board at their June 18, 2015 Public Hearing in the amount of \$171,649 with the budget authority adopted by Council in the amount of \$139,187. The correct, larger amount was not reflected accurately in Council budget documents due to an oversight during compilation of the Special Revenue funds. There are no new monies requested.

Item 3. The third amendment is to the Building Maintenance Fund in the amount of \$25,000 to establish budget authority in this new fund. This fund was proposed in budget correspondence to Council, funded with a transfer from General Fund, and is intended to cover large maintenance type items for Town Hall, such as potential new flooring in the Community Room. However, we didn't have the fund included in the total expenditures for Special Revenue funds as it was not fully established until the budget was adopted. This amendment establishes authority to expend the monies currently reflected as a transfer from the General Fund upon identification of eligible projects. There are no new monies requested.



TOWN COUNCIL DATA SHEET



Financial Impact:

Increased budget authority of \$66,130 in Argyle EDC Fund, \$32,462 In the Argyle CCPD Fund, and \$25,000 in the Building Maintenance Fund.

Requested Action:

Staff recommends consideration and approval of the ordinance amending the annual budget (adopted by Ordinance No. 2015-19 on September 22, 2015). The attached Ordinance reflects an increase in expenditures for the Argyle EDC in the amount of \$66,130 (net change across FY15 & FY16 is \$2,000); an increase in expenditures for the Argyle CCPD in the amount of \$32,462 (same budget authority as adopted by the CCPD at their June 18, 2015 Public Hearing and adoption of budget); and increase in expenditures for the newly established Building Maintenance Fund (transfer of funds from General Fund already established with adoption of FY16 Budget).

Attachments:

Ordinance

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, AMENDING ORDINANCE NO. 2015-19 THEREBY AMENDING THE ANNUAL BUDGET OF THE TOWN OF ARGYLE ECONOMIC DEVELOPMENT CORP., THE ARGYLE CRIME CONTROL PREVENTION DISTRICT FUND AND THE ARGYLE BUILDING MAINTENANCE FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016,

WHEREAS, the Town Council of the Town of Argyle, Texas held work sessions and on September 8, 2015 a public hearing on the budgets for the Town of Argyle for the FY15-16; and

WHEREAS, On September 22, 2015, the Town Council of the Town of Argyle adopted Ordinance No. 2015-19 approving the total annual budget for the Town of Argyle, including the Economic Development Fund, the Crime Control and Prevention District Fund; and

WHEREAS, The Town Council of the Town of Argyle established a new special revenue fund, Building Maintenance Fund, during the annual FY15 - 16 budget process; and

WHEREAS, the Town Council, upon careful review of the amendments to the current FY15-16 Budget, deemed said amendments to be in the best financial interest of the citizens of the Town of Argyle, Texas, and is of the opinion that the budget hereinafter set forth is proper and should be revised.

NOW, THEREFORE, BE IT ORDAINED 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, expenditures during the fiscal year shall be made in accordance with budget amendments approved by this ordinance, unless otherwise authorized by a duly enacted ordinance of the Town, said Budget document being on file for public inspection in the office of the Town Secretary.

Section 3: THAT, the necessity for making and approving budget amendments for the fiscal year, as required by the laws of the State of Texas, require that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

Section 4: THAT, the sums specified below are hereby appropriated from the respective funds for the payment of expenditures on behalf of the Town government as established in the approved budget document:

| Fund | 2015-2016 Adopted Expenditures | 2015-2016 Amended Expenditures |
|---------------------------|--------------------------------------|--------------------------------------|
| General Fund | \$2,851,879 | \$2,851,879 |
| Special Revenue Funds | 709,903 | 833,495 |
| Capital Improvement Funds | 48,750 | 48,750 |
| Debt Service (I&S) Fund | 488,406 | 488,406 |
| Wastewater Utility Fund | <u>758,861</u> | <u>758,861</u> |
| Total | \$4,857,799 | \$4,981,391 |

Section 5: THAT, should any part, portion, section, or part of a section of this Ordinance be declared invalid, or inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion, or judgment shall in no way affect the remaining provisions, parts, sections, or parts of sections of this Ordinance, which provisions shall be, remain and continue to be in full force and effect.

Section 6: THAT, all ordinances and appropriations for which provisions have heretofore been made are hereby expressly repealed if in conflict with the provisions of this Ordinance.

Section 7: THAT, in accordance with State Law and the Town’s Code of Ordinances, proper notice has been provided for said Ordinance to be considered and passed, and this Ordinance shall take effect and be in full force and effect from and after its final passage.

AND IT IS SO ORDAINED.

Passed and approved by a vote of _____ to _____ on this the 24th day of May, 2016.

TOWN OF ARGYLE, TEXAS

BY: _____
Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of authorizing the execution of a Financial Advisory Agreement by and between the Town of Argyle, Texas and Hilltop Securities (formerly First Southwest) for financial advisory services for the Town of Argyle.

Requested by:

Paul Frederiksen, Town Manager

Background:

The current Financial Advisory Agreement was executed on August 8, 1992 by and between the Town of Argyle and First Southwest Company. Since that time, both First Southwest (current FA and Southwest Securities) combined to form Hilltop Securities. This Financial Advisory Agreement provides the Town of Argyle with an updated agreement for the Town.

Financial advisory services are used to assist in the debt management process. These financial services include an active role throughout the debt issuance process, assisting the Town with determining how to structure and the timing of debt issuance, prepare bond documents and rating agency presentations, evaluate and select the best offers, and to close the transaction. This will include matters such as selecting the method of sale (competitive, negotiated, private placement, direct bank loan, etc.), marketing, fairness of pricing, obtaining credit ratings, evaluating cost effectiveness of credit enhancement and other matters. Unlike the underwriter of the bonds, the financial advisor has a fiduciary obligation to represent the interests of the issuer (i.e., the Town) and therefore, should be one of the first financing team members retained by the issuer.

It is anticipated that for negotiated sales (i.e., Public Improvement District bonds), the financial advisors role will be to ensure that the issuer's goals and interests are represented and protected in the structuring of the transaction and establishing of the borrowing rates and yields.

Financial Impact:

Financial advisory fees are wrapped in to the debt issuance and vary depending on the amount of debt issued.

Staff Recommendation:

Approve.

Requested Action:

Approval

Attachments:

Proposed Hilltop Securities Financial Advisory Agreement
Current Financial Advisory Agreement with First Southwest Company
Overview of Hilltop Securities



FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the “Agreement”) is made and entered into by and between the Town of Argyle (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”) effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of HilltopSecurities to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the “Debt Instruments”) from time to time during the period in which this Agreement shall be effective; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, HilltopSecurities agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to HilltopSecurities the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of Issuer, HilltopSecurities shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.
2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.
3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
4. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, HilltopSecurities will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the Issuer.

B. Debt Management and Financial Implementation. At the direction of Issuer, HilltopSecurities shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the Debt Instruments are to be sold by an advertised competitive sale, HilltopSecurities will:

(1) Supervise the sale of the Debt Instruments;

(2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;

(3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, HilltopSecurities will:

(1) Recommend for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

(2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriters, but shall not be or become an obligation of HilltopSecurities, except to the extent specifically provided otherwise in this Agreement or assumed in writing by HilltopSecurities.

(3) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the Issuer as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, HilltopSecurities shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
6. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.
8. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when HilltopSecurities may be of assistance or service and the subject of financing is to be discussed.
9. Printing. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.
11. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which HilltopSecurities becomes aware in the ordinary course of its business, it being understood that HilltopSecurities does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
12. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the

Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, HilltopSecurities agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by HilltopSecurities for such services:

1. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, HilltopSecurities may purchase such investments as may be directed and authorized by Issuer to be purchased, it being understood that HilltopSecurities will be compensated in the normal and customary manner for each such transaction. In any instance wherein HilltopSecurities may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of Issuer, we will disclose to Issuer the nature and, to the extent such is known, the amount of any such compensation so that Issuer may consider the information in making its investment decision. It is understood and agreed that HilltopSecurities is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, LLC ("FirstSouthwest Asset Management"), a duly registered investment advisor. Issuer may, from time to time, utilize the broker/dealer services of HilltopSecurities and/or the investment advisory services of FirstSouthwest Asset Management with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of HilltopSecurities and/or FirstSouthwest Asset Management to provide such services shall be determined by mutual agreement at the time such services are requested.

2. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

3. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Issuer.
4. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Issuer.
5. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

SECTION III TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement.

SECTION IV TERMINATION

This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to HilltopSecurities for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and HilltopSecurities, such fees, together with any other fees as may have been mutually

agreed upon and all expenses for which HilltopSecurities is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

SECTION VI MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

4. Amendments. This instrument may be modified in writing from time to time as agreed to by the parties or as required by law.

HILLTOP SECURITIES INC.

By: _____
Hill A. Feinberg
Chairman

By: _____
John L. Martin, Jr.
Managing Director

TOWN OF ARGYLE, TEXAS

By: _____
Title: Mayor

Date: _____

ATTEST:

Secretary

APPENDIX A

The fees due HilltopSecurities will not exceed those contained in our customary fee schedule as listed below.

| <u>For Proceeds Received</u> | <u>Our Fee Will Be:</u> |
|------------------------------|--|
| Up to \$1,000,000 | \$20,000 |
| \$1,000,000 to \$2,500,000 | \$20,000 plus \$8.00 per \$1,000 over \$1,000,000 |
| \$2,500,000 to \$5,000,000 | \$32,000 plus \$6.00 per \$1,000 over \$2,500,000 |
| \$5,000,000 to \$7,500,000 | \$47,000 plus \$4.00 per \$1,000 over \$5,000,000 |
| \$7,500,000 to \$10,000,000 | \$57,000 plus \$2.00 per \$1,000 over \$7,500,000 |
| \$10,000,000 to unlimited | \$62,000 plus \$1.00 per \$1,000 over \$10,000,000 |

Special Considerations:

For Obligations placed with state or federal agencies (ie Texas Water Development Board or USDA-RDA) a premium of 10% will be added to the Fee Schedule computed above.

For Obligations placed with the Texas Water Development Board whereby a portion of the placed Obligations are forgiven and review is required by our firm; we will charge an hourly fee of \$250.00 per hour for our time.]

Refundings:

In addition to the above fees, refunding Obligations will be charged an analytical fee calculated as follows:

| <u>From</u> | <u>To</u> | <u>Analytics</u> |
|---------------|----------------|------------------|
| \$0.00 | \$4,999,999.00 | \$2,500.00 |
| 5,000,000.00 | 9,999,999.00 | 4,500.00 |
| 10,000,000.00 | 19,999,999.00 | 7,500.00 |
| 20,000,000.00 | and up | 9,500.00 |

The payment of charges for financial advisory services described in Section I of the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between HilltopSecurities and Issuer.

The Issuer shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities.

FINANCIAL ADVISORY AGREEMENT

July 24, 1992

COPY

Honorable Mayor and City Council
City of Argyle
Argyle, Texas

Mayor and Members of the City Council:

1. We understand that you have under consideration the authorization and issuance of indebtedness in amounts and at times which cannot now be determined for various projects within the City of Argyle (the "City"), and that in connection with the authorization, sale, issuance and delivery of securities you desire this proposal from us to perform professional services in the capacity of Financial Advisors.
2. By this proposal we offer our professional services and our facilities as Financial Advisor and agree to direct and coordinate the entire program of financing herein contemplated, and to assume and pay the expenses hereinafter enumerated. It is understood and agreed, however, that this obligation on our part shall not cover the cost of any litigation.
3. We agree to perform the following duties normally performed by such advisors, and to perform such other duties as, in our judgment, may be necessary or advisable:
 - a. We will make a survey of the financial resources of the City to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service. The survey will take into account any outstanding obligations payable from ad valorem taxes, revenues from City utility systems and any projected or additional revenues arising from increased user rates and/or improvements and additions to the systems. We will also take into account your future financing needs and operations as projected by your staff and/or your consulting engineers and other experts.
 - b. On the basis of the information developed by the survey described in the above and foregoing paragraph, and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue attractive to investors. All recommendations will be based on our best professional judgment, with the goal of designing bonds which can be sold under terms most advantageous to the City, and at the lowest interest cost consistent with prevailing financial conditions on the date of issuance.
 - c. We will advise you of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the bonds can be set at a time, which in our opinion, will be favorable.
 - d. We understand you have retained, or will retain, a firm of municipal bond attorneys ("Bond Counsel"), whose fee will be paid by you. We will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the financing.

- e. We will coordinate the preparation and submission of the Notice of Sale, the Official Statement, and such other market documents which may be required. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the bonds offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such examination, approval and certification, we will furnish you with a supply of such documents and shall mail a set of the same to a list of prospective bidders, and to banks, life, fire and casualty insurance companies, investment counselors and other prospective purchasers of the bonds. We will also supply sufficient copies of the Official Statement to the purchaser of the bonds in accordance with the terms of the Notice of Sale. The cost of preparing, printing and distributing these documents will be paid by you. In consultation with the City Council and/or City staff, we will arrange for such reports and opinions of recognized independent consultants which we deem necessary and required in the successful marketing of the bonds. The fees and charges for such services will be paid by you.
- f. We will advise financial publications of the forthcoming sale of your bonds and furnish them with the pertinent information.
- g. We will make recommendations to the City on the matter of a credit rating or ratings for any proposed issue and when directed by you shall coordinate the preparation of such information as in our opinion is required for submission to the rating agency or agencies. Any fees incurred in obtaining a rating or ratings will be paid by you. In those cases where the advisability of personal presentation of information to the rating agency or agencies may be indicated, we will arrange for the personal presentation. The travel expense for such presentation will be paid by you, with the exception of travel incurred by representatives of First Southwest Company.
- h. We will assist you at the sale for the purpose of coordinating the receipt of bids, the furnishing of good faith checks where indicated, and for the tabulation and comparison of bids, and will advise you as to the best bid, and will provide our recommendation as to acceptance or rejection of such bid.
- i. As soon as a bid for the bonds is accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. We shall assist you in the preparation or verification of final closing figures, and when requested, will provide suggestions on a program of temporary investment of proceeds, in consultation with the City's staff and other consultants, consistent with the construction timetable for the project.
- j. We will act as your agent in arranging for the printing of the bonds, the cost of which will be paid by you. We will attend to their delivery, it being understood that title to and ownership of the printed bonds shall be the City's until they are delivered to the purchaser.
- k. We will maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale, issuance and delivery of the bonds. Bond Counsel will furnish an unqualified approving legal opinion on the bonds at the time of delivery.
- l. After closing, we will deliver to you a schedule of annual debt service requirements on the obligations being delivered to the purchaser. We will furnish to the paying agent or paying agents a copy of the authorizing resolution.

m. We will attend any and all meetings of your governing body, or any representatives thereof, as desired by you, whenever we may be of assistance and the subject of financing is to be discussed.

n. If so directed by you, we will advise and assist you and your other consultants in the preparation and submission of any application for funding made to a State or Federal Agency. Further, if so requested, a representative of this firm shall accompany and assist you and your other consultants in any meetings or hearings before the appropriate Agency. The expenses in connection therewith shall be borne by you. The extent of our services in these matters and compensation therefor shall be mutually agreed upon on a case by case basis.

4. In consideration for the services rendered by us, it is understood and agreed that our fee for each issue of bonds or other forms of indebtedness will be as follows:

| | | | | |
|----------------------|----------|-------------|-------|--------------|
| Base Fee - Any Issue | | | | \$ 5,000 |
| Plus | \$ 10.00 | per \$1,000 | up to | \$ 500,000 |
| Plus | \$ 7.50 | per \$1,000 | next | \$ 500,000 |
| Plus | \$ 5.00 | per \$1,000 | next | \$ 1,500,000 |
| Plus | \$ 2.50 | per \$1,000 | next | \$ 2,500,000 |
| Plus | \$ 1.75 | per \$1,000 | next | \$ 5,000,000 |
| Plus | \$ 1.25 | per \$1,000 | Over | \$10,000,000 |

If application to a State or Federal Agency is necessary to obtain funds, it is understood and agreed that our fee shall be 125% of the above schedule.

Our fee and reimbursable expenses shall become due and payable simultaneously with the delivery of the bonds to the purchaser.

5. If the City chooses to sell bonds on a negotiated bid basis, it is understood and agreed that we will not be part of any syndicate or account organized or formed for the purpose of purchasing the bonds from the City. If it is necessary to structure the issuance of debt by the City so as to facilitate the private placement of the debt with a purchaser other than with a State or Federal Agency, in addition to the fee set out in paragraph 4. above, we will receive a structuring fee equal to \$5.00 per \$1,000 par value of bonds so issued and delivered. Should the City choose to offer its bonds at a competitive advertised public sale, it is understood and agreed that we reserve the right to submit a bid for the bonds when so offered. In compliance with Rule G-23 of the Municipal Securities Rulemaking Board, we will request consent to bid in writing, in any instance wherein we elect to bid, prior to submitting a bid for each installment of debt instruments.

6. This Agreement shall become effective on the date of acceptance by the City Council, hereafter noted, and shall have a primary term of three (3) years and shall be renewed automatically for additional successive one year periods after said three year primary term without notice from either party. It is further agreed, however, that the City may, at its sole option, extend the duration hereof after the primary term on different terms and conditions as may be acceptable to the parties hereto for additional successive one year periods by notifying First Southwest Company of its intention to so extend the duration at least thirty (30) days before the end of the primary term. Notwithstanding the above, this Agreement may be terminated with or without cause by the City at any time upon ninety (90) days' written notice to First Southwest Company. In the event of such termination, it is understood and agreed that only the amount due to First Southwest Company for services provided and expenses incurred to the date of termination shall be due and payable. No penalty will be assessed for the termination of this Agreement.

This proposal is submitted in duplicate originals. When accepted by you, it will constitute the entire agreement between the City and the undersigned for the purposes and considerations herein specified. Your acceptance will be indicated by the signature of your authorized officials or representatives on both copies, and the returning of one executed copy to us.

Respectfully submitted,

FIRST SOUTHWEST COMPANY

By *Frank J. Medanich*
Frank J. Medanich
Senior Director

By *David K. Medanich*
David K. Medanich
Director

ACCEPTANCE

Accepted by the City Council of the City of Argyle, Texas, on this the 8th day of August, 1992.



ATTEST

George G. Jenkins
Mayor
City of Argyle, Texas

Abbie C. Sullivan
City Secretary

(SEAL)



Client Document: Introduction to HilltopSecurities

April 2016

HilltopSecurities

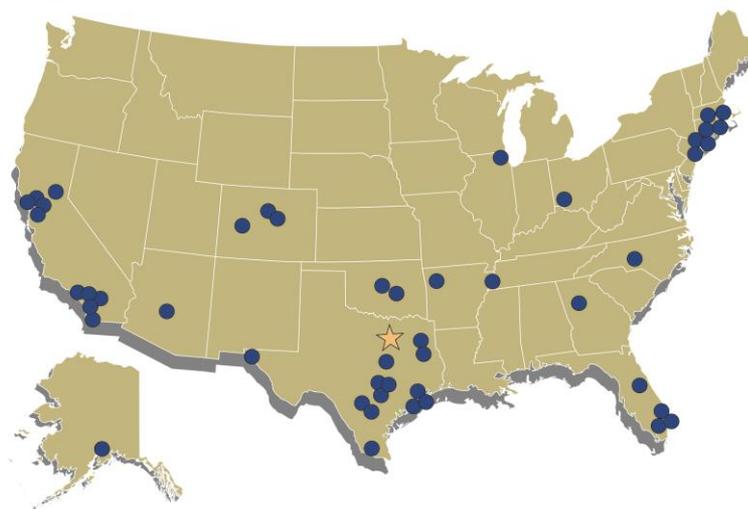
Southwest Securities + FirstSouthwest = HilltopSecurities

HilltopSecurities represents the combination of two established and successful broker-dealers – Southwest Securities and FirstSouthwest. These two firms were combined in January 2016 as HilltopSecurities, launching a new chapter as the principal broker-dealer subsidiary of Hilltop Holdings Inc.

Primary business lines:

- Capital Markets
- Public Finance
- Retail
- Clearing Services
- Structured Finance
- Securities Lending

HilltopSecurities Office Locations



HilltopSecurities: At A Glance

HilltopSecurities serves as a trusted advocate for our clients nationwide, delivering the forthright advice and tailored solutions necessary for municipal issuers, institutions, broker-dealers and individuals to thrive.

- Wholly owned subsidiary of Hilltop Holdings Inc. (NYSE: HTH)
- Created through the combination of Southwest Securities Inc. and First Southwest Company
- More than 100 years of combined industry experience
- Approximately 1,000 employees
- More than 50 office locations in 18 states
- Public Finance ranked #1 financial advisor in 2015 by number of new issues¹
- Nation's 3rd largest Clearing Services firm by number of broker-dealer clients²
- \$14 billion in Retail assets under management
- \$22 billion in Clearing Services client assets
- \$25 billion in Municipal Cash Management assets under management

¹ Source: Ipreo MuniAnalytics

² Source: Investment News

All information as of Dec. 31, 2015 for FirstSouthwest and Southwest Securities combined

Hilltop Holdings

(NYSE: HTH)

Hilltop Holdings Overview



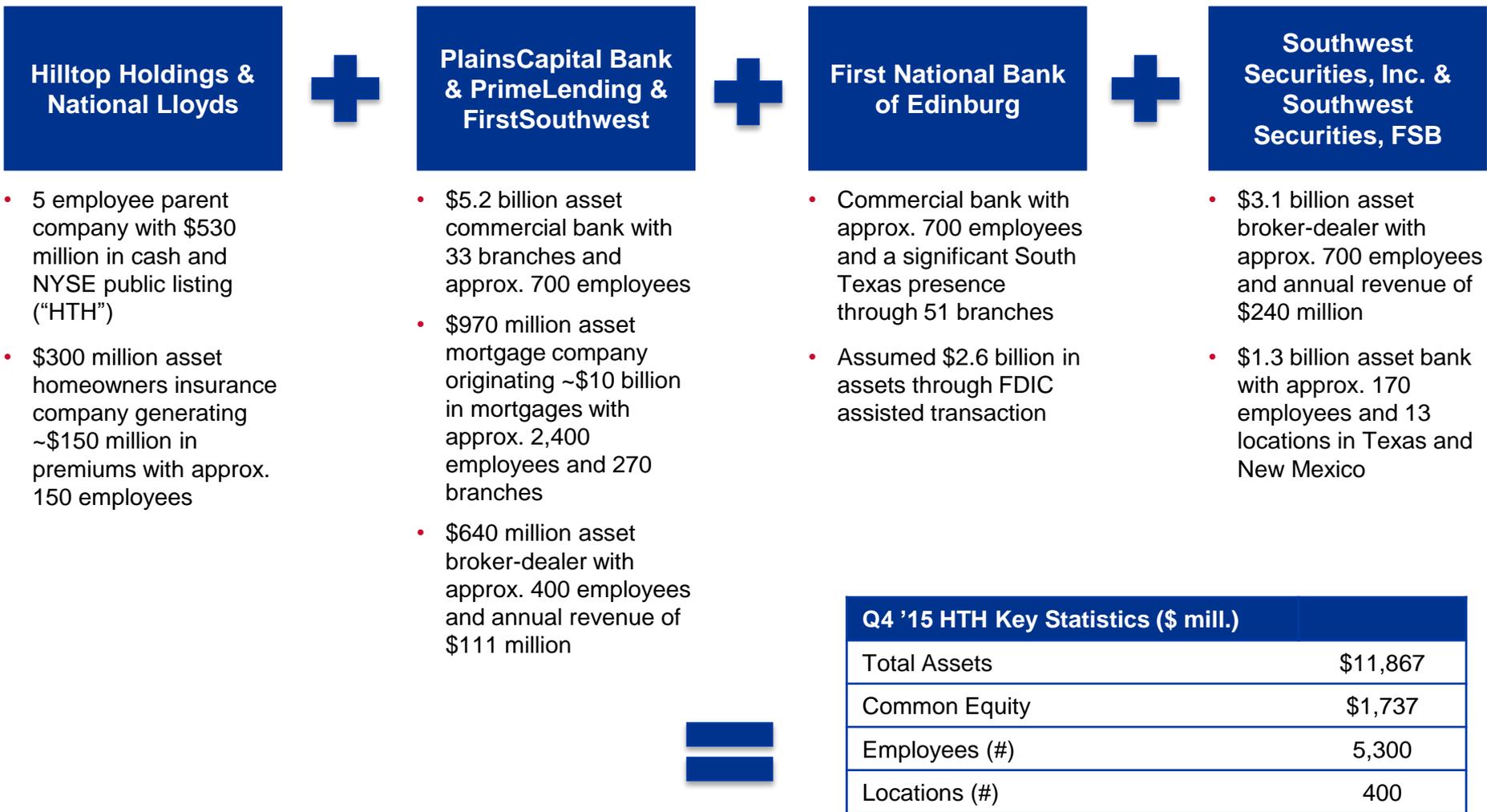
- Hilltop Holdings is a Dallas, Texas-based diversified financial holding company with a complementary set of operating companies
- Hilltop Holdings is listed on the NYSE under the ticker symbol HTH
- Hilltop Holdings provides banking, mortgage origination, financial advisory and insurance through its subsidiaries:
 - **PlainsCapital Bank** is the 6th largest¹ Texas-based bank with 67 operating branches located in all major Texas markets
 - **PrimeLending** is the 6th largest² mortgage originator in the U.S. by purchase units and has over 280 locations in 41 states
 - **Hilltop Securities** is the largest⁽³⁾ full-service brokerage firm headquartered in the Southwestern United States and focuses on retail brokerage services, clearing services, sales, underwriting and trading of taxable and tax-exempt securities, public finance advisory, structured finance and securities lending
 - **National Lloyds** is a niche insurance company that provides primarily fire and homeowners insurance for low value dwellings in Texas and other southern states

Notes: (1) Per SNL Financial

(2) Per Marketrac; based on 2015 data

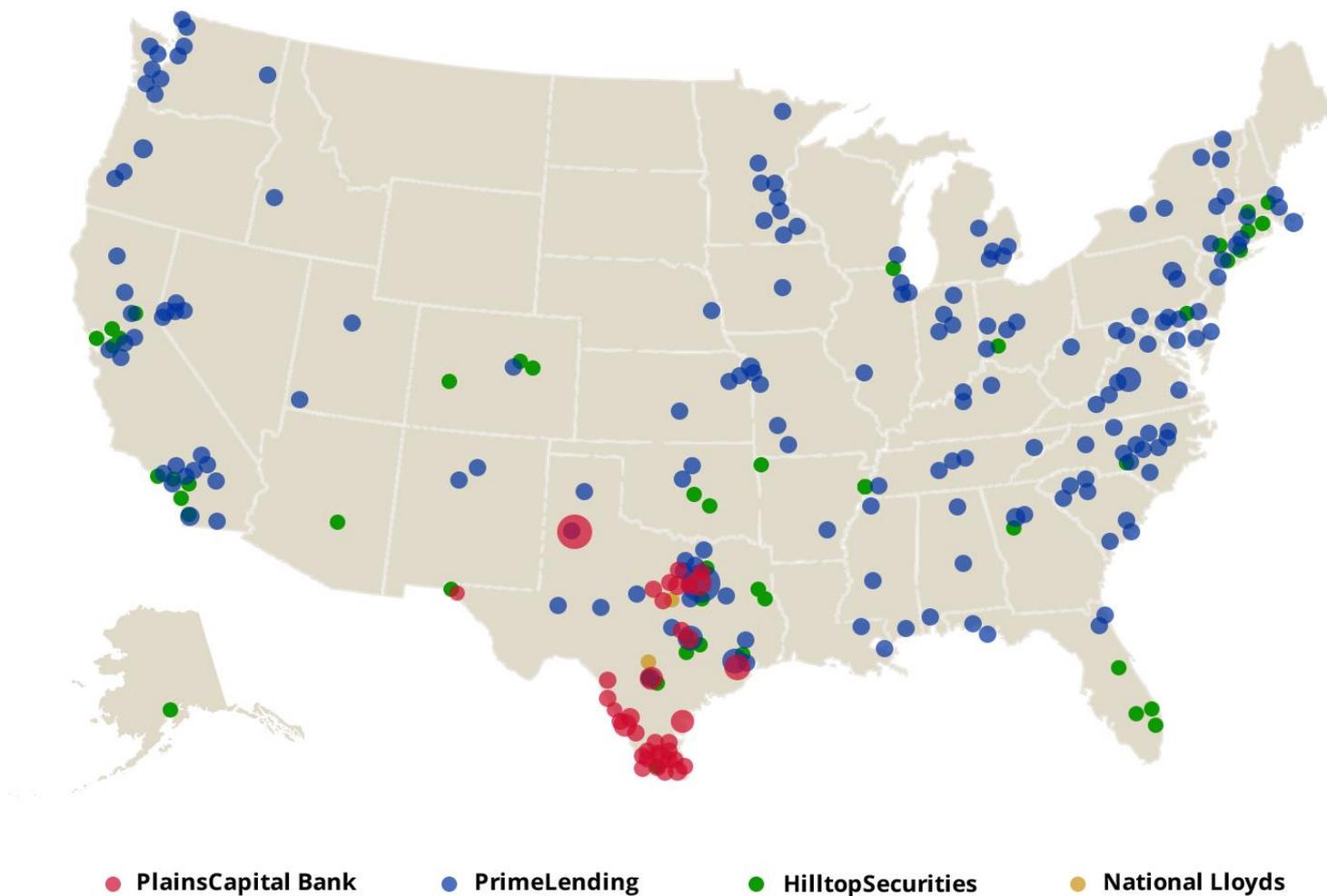
(3) Based on number of retail financial advisors

Combination of Franchises



Notes: HTH and NL statistics as of Q1 2012 (prior to PCC acquisition). PCC, FNB and SWS statistics each represent approximate numbers as of time period prior to respective acquisition announcement.

Texas-Based with National Presence



* Locations as of Oct. 9, 2015





TOWN COUNCIL DATA SHEET



Agenda Item:

Authorize the execution of a Bond Counsel Services Agreement by and between the Town of Argyle, Texas and Norton Rose Fulbright US LLP for bond counsel services for the Town of Argyle, Texas.

Requested by:

Paul Frederiksen, Town Manager

Background:

Bond counsel advises a municipality on whether a proposed borrowing is legally permitted and assures compliance with borrowing requirements. The bond counsel will assist in drafting materials required for the debt issuance and ordinances or resolutions to authorize the sale. The duty of a Bond Counsel is to represent the interests of the bondholders. Bond counsel is retained by the issuer to give a legal opinion that the issuer is authorized to issue proposed municipal securities and has met all legal and procedural requirements necessary for issuance. Compensation paid to bond counsel varies depending on complexity of the transaction, the type of security and the type of issuer.

Financial Impact:

Bond Counsel fees are wrapped in to the debt issuance and vary depending on the amount of debt issued

Staff Recommendation:

Approve

Requested Action:

Approval

Attachments:

Bond Counsel Agreement

[Overview of Norton Rose and Fulbright US LLP](#)



May 16, 2016

Mr. Paul Frederiksen
 Town Manager
 Town of Argyle
 308 Denton Street
 Argyle, Texas 76092

Norton Rose Fulbright US LLP
 2200 Ross Avenue, Suite 3600
 Dallas, Texas 75201-7932
 United States

Tel +1 214 855 8000
 Fax +1 214 855 8200
 nortonrosefulbright.com

Re: Bond Counsel Services

Dear Mr. Frederiksen:

We are pleased to submit to you our engagement letter to provide bond counsel ("Bond Counsel") services to the Town of Argyle, Texas ("Argyle"). This letter, together with the *Additional Terms of Engagement* attached hereto, will become effective as of the date hereof upon the execution and return of the enclosed copy of this letter and will evidence an agreement between Argyle and our firm for bond counsel services as well as additional bond counsel services requested by Argyle, for projects other than the Project (the "Representation").

Terms of Engagement

This letter sets out the terms of our engagement for the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached *Additional Terms of Engagement*. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an unqualified agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement as Bond Counsel is limited to the Representation.

Our Personnel Who Will Be Working on this Engagement

I will be the primary attorney working on the Representation, and you may call, write, or e-mail either of us whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Our Legal Fees and Costs

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

49872944.1

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa (incorporated as Deneys Reitz, Inc.), each of which is a separate legal entity, are members of Norton Rose Fulbright Verein, a Swiss Verein. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients.

Town of Argyle, Texas
May 16, 2016
Page 2

NORTON ROSE FULBRIGHT

Our fees for bond counsel services are attached hereto as Schedule I. If the scope of any Representation is expanded, we reserve the right to have further discussions with Argyle as to compensation for those services to be rendered.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you as Bond Counsel. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas. We believe that those rules, rather than the rules of any other jurisdiction, are applicable to the Representation; and the execution and return of the enclosed copy of this letter by you represents an express agreement to the applicability of those rules.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Norton Rose Fulbright US LLP in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Norton Rose Fulbright US LLP. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either Argyle or Norton Rose Fulbright US LLP.

Please carefully review this letter and the attached *Additional Terms of Engagement*. If both documents are acceptable, please sign and return the enclosed copy of this letter.

Very truly yours,


Robert D. Dransfield

Town of Argyle, Texas
May 16, 2016
Page 3

NORTON ROSE FULBRIGHT

TOWN OF ARGYLE, TEXAS AGREES TO AND ACCEPTS
THIS LETTER AND THE ATTACHED TERMS OF ENGAGEMENT:

By: _____

Title: _____

Date: _____

**SCHEDULE OF FEES
 FOR TRADITIONAL BOND COUNSEL SERVICES**

Base Fee \$7,500.00
 (includes customary out-of-pocket expenses, except the Attorney General's examination fee
 and third party costs such as translators, publication costs etc.)

Plus: \$1.00 per \$1,000 principal amount of obligations

Refunding issues, add \$5,000.00

Bond elections, add \$10,000.00; which will be included in first issue following the passage of the bond election. If the bond election fails we will bill for legal services rendered in connection with the bond election at our standard hourly rates and cap the amount due at \$10,000. Any third party provider costs (i.e. Spanish translations, publication costs) will be billed directly to the City or included as a cost reimbursement in our statement for services rendered.

Swaps, variable rates issues, commercial paper, and other unusual or unique structures and financings: negotiated at the time of issuance when structure is known.

Traditional counsel fees are paid from the proceeds received from the sale of the obligations and are payable only if the financing closes. Other work requested by Argyle for our legal services will be agreed upon prior to undertaking any engagement.

NORTON ROSE FULBRIGHT US LLP

Additional Terms of Engagement

This is a supplement to our engagement letter, dated May 16, 2016. The purpose of this document is to set out additional terms of our agreement to provide the representation described in our engagement letter (the "Representation") concerning representation of you as Bond Counsel described in the engagement letter. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide as Bond Counsel, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Norton Rose Fulbright US LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services as Bond Counsel in connection with the Representation, as specifically defined in our engagement letter. After completion of the Representation, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to any bonds issued by Argyle. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Representation.

Who Will Provide the Legal Services

As our engagement letter confirms, Norton Rose Fulbright US LLP will represent you in the Representation. Norton Rose Fulbright US LLP is a registered limited liability partnership under Chapter 152 of the Texas Business Organizations Code.

Customarily, each client of the firm has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with special expertise in a given area or for the purpose of providing services on an efficient and timely basis.

Our Relationships With Others

Our law firm represents many companies and individuals. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other clients consent to that representation.

Rules concerning conflicts of interest vary with the jurisdiction. In order to avoid any uncertainty, it is our policy that the governing rules will be those applicable to the particular office of our firm that prepares the engagement letter for a particular matter. The acceptance by you of our engagement letter constitutes an express agreement with that policy, unless the engagement letter specifically states that some other rules of professional responsibility will govern our attorney-client relationship.

If a controversy unrelated to any bonds develops between you and any other client of the firm, we will follow the applicable rules of professional responsibility to determine whether we may represent either you or the other client in the unrelated controversy.

You understand that we represent many investment banking firms, commercial banks, and other parties to public finance transactions from time to time in connection with other issues, including potential underwriters for the securities being issued by Argyle, and you do not object to our continued representation (in connection with other issues) of any such firm.

In addition to our representation of other companies and individuals, we also regularly represent lawyers and law firms. As a result, opposing counsel to any party in connection with the issuance of any bonds may be a lawyer or law firm that we may represent now or in the future. Likewise, opposing counsel to any party in connection with the issuance of any bonds may represent our firm now or in the future. Further, we have professional and personal relationships with many other attorneys, often because of our participation in bar associations and other professional organizations. It is our professional judgment that such relationships with other attorneys do not adversely affect our ability to represent any client. The acceptance of these terms of engagement represents an unqualified consent to any such relationships between our firm and other lawyers or law firms, even counsel who is representing a party that is adverse to you in connection with the issuance of any bonds that is the subject of this engagement or in some other matter.

Disclaimer

Norton Rose Fulbright US LLP has made no promises or guarantees to you about the outcome of the Representation and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us of your intention to do so. Any such termination of services will not affect the obligation to pay legal services rendered and expenses incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the matters relating to issuance of the bonds.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or costs; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Norton Rose Fulbright US LLP to terminate the Representation. In that event, you will take all steps necessary to release Norton Rose Fulbright US LLP of any further obligations in the Representation including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation. The right of Norton Rose Fulbright US LLP to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services as Bond Counsel. It is agreed that you will make full payment within 30 days of receiving our statement. We will give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation and pursue collection of our account.

Document Retention

At the close of any matter, we send our files in that matter to a storage facility for storage at our expense. The attorney closing the file determines how long we will maintain the files in storage. After that time, we will destroy the documents in the stored files.

At the conclusion of the Representation, we return to the client any documents that are specifically requested to be returned. As to any documents so returned, we may elect to keep a copy of the documents in our stored files.

Charges for Other Expenses and Services

Typically, our invoices will include amounts, not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying, long-distance

telephone calls, travel and conference expenses, messenger deliveries, computerized research, and facsimile and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

It is not our policy to make any profit on any of these other expenses and services. Our invoices will reflect the cost to us of the products and services. In some situations, the actual cost of providing the product or service is difficult to establish, in which case we will use our professional judgment on the charges to be made. In some situations, we can arrange for ancillary services to be provided by third parties with direct billing to the client. Attached is a copy of our current recharge schedule for other expenses and services, which is subject to change from time to time.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available at all of our Texas offices and is likewise available upon request. A client that has any questions about State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED — A Mandate for Professionalism

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

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Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP, Norton Rose Fulbright South Africa (incorporated as Deneys Reitz, Inc.), each of which is a separate legal entity, are members of Norton Rose Fulbright Verein, a Swiss Verein. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients.

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and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a resolution initiating a rate case against Atmos Energy Corp. as part of the Steering Committee of Cities Served by Atmos Energy Corp.

Requested by:

Paul Frederiksen, Town Manager

Background:

The Town, along with other similarly situated municipalities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the Town's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Municipalities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.



TOWN COUNCIL DATA SHEET



Financial Impact:

None

Staff Recommendation:

Approval

Requested Action:

Approval

Attachments:

Memo to Atmos Cities Steering Committee

Ordinance with attachments

April 28, 2016

MODEL STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program (“GRIP”), the statutory provision that allows Atmos to bypass the City’s rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2016 RRM filing is the fourth RRM filing under the renewed RRM Tariff. On March 1, 2016, Atmos made a filing requesting \$35.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting \$28.6 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission’s exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would have received a \$41 million increase, or about \$11 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company’s request by \$5.5 million, such that the Ordinance approving new rates reflects an increase of \$29.9 million on a system-wide basis, or \$21.9 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company’s revenues by \$29.9 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2016. The monthly residential customer charge will be \$19.10. The consumption charge will be \$0.11378 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of \$1.26, or about 2.43%. The typical commercial customer will see an increase of \$3.81, or 1.43%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2016 RRM filing, and implementing the rate change.

Explanation of “Be It Ordained” Sections:

1. This section approves all findings in the Ordinance.
2. This section finds the settled amount of \$29.9 million to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex’s 2016 RRM filing, and that such settlement is in the public interest and is consistent with the City’s statutory authority.
3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of \$29.9 million and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).
5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.
6. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2016.
10. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

**TOWN OF ARGYLE
ORDINANCE NO. 2016-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2016 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Argyle, Texas (“Town”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2016, Atmos Mid-Tex filed its 2016 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2016 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$29.9 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the Town Council finds that the settled amount of an increase in revenues of \$29.9 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2016 RRM filing is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just

and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$29.9 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2016 RRM filing.

Section 6. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 7. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 8. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 9. That consistent with the Town Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2016.

Section 10. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy

Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 24th day of May, 2016.

Peggy Krueger, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristi Gilbert, Town Secretary

Matthew C.G. Boyle, Town Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | R – RESIDENTIAL SALES | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 12 |

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| Charge | Amount |
|-----------------------------------|--------------------------------|
| Customer Charge per Bill | \$ 19.10 per month |
| Rider CEE Surcharge | \$ 0.02 per month ¹ |
| Total Customer Charge | \$ 19.12 per month |
| Commodity Charge – All <u>Ccf</u> | \$0.11378 per Ccf |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | C – COMMERCIAL SALES | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 13 |

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

| Charge | Amount |
|------------------------------|--------------------------------|
| Customer Charge per Bill | \$ 41.75 per month |
| Rider CEE Surcharge | \$ 0.02 per month ¹ |
| Total Customer Charge | \$ 41.77 per month |
| Commodity Charge – All Ccf | \$ 0.08494 per Ccf |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2015.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 14 |

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

| Charge | Amount |
|------------------------------|---------------------|
| Customer Charge per Meter | \$ 738.00 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.3096 per MMBtu |
| Next 3,500 MMBtu | \$ 0.2267 per MMBtu |
| All MMBtu over 5,000 MMBtu | \$ 0.0486 per MMBtu |

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailed Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | I – INDUSTRIAL SALES | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 15 |

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | T – TRANSPORTATION | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 16 |

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

| Charge | Amount |
|------------------------------|---------------------|
| Customer Charge per Meter | \$ 738.00 per month |
| First 0 MMBtu to 1,500 MMBtu | \$ 0.3096 per MMBtu |
| Next 3,500 MMBtu | \$ 0.2267 per MMBtu |
| All MMBtu over 5,000 MMBtu | \$ 0.0486 per MMBtu |

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RATE SCHEDULE: | T – TRANSPORTATION | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 06/01/2016 | PAGE: 17 |

Curtailement Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RIDER: | WNA – WEATHER NORMALIZATION ADJUSTMENT | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 11/01/2016 | PAGE: 41 |

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

| | | |
|------------------------|---|-----------------|
| RIDER: | WNA – WEATHER NORMALIZATION ADJUSTMENT | |
| APPLICABLE TO: | ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS | |
| EFFECTIVE DATE: | Bills Rendered on or after 11/01/2016 | PAGE: 42 |

Base Use/Heat Use Factors

| Weather Station | <u>Residential</u> | | <u>Commercial</u> | |
|-----------------|------------------------|----------------------------|------------------------|----------------------------|
| | Base use <u>Ccf</u> | Heat use <u>Ccf/HDD</u> | Base use <u>Ccf</u> | Heat use <u>Ccf/HDD</u> |
| Abilene | 10.09 | 0.1392 | 98.01 | 0.6440 |
| Austin | 11.21 | 0.1551 | 203.36 | 0.8564 |
| Dallas | 13.72 | 0.2048 | 189.83 | 0.9984 |
| Waco | 9.89 | 0.1411 | 129.75 | 0.6695 |
| Wichita Falls | 11.49 | 0.1506 | 122.35 | 0.5967 |

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

File Date: March 1, 2016

**ATMOS ENERGY CORP., MID-TEX DIVISION
PROPOSED TARIFF STRUCTURE (BEFORE RATE CASE EXPENSE RECOVERY)
TEST YEAR ENDING DECEMBER 31, 2015**

| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) | (k) |
|---|-----|----------------------|-----|------------------------------------|---------------------------|-----|-----|-----|-----|-----|
| 1 Proposed Change In Rates: | | \$ 29,603,205 | | Schedule A | | | | | | |
| 2 Proposed Change In Rates without Revenue Related Taxes: | | \$ 27,447,850 | | Ln 1 divided by factor on WP_F-5.1 | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | Revenue Requirements | | Allocations | | | | | | |
| 7 Residential | \$ | 338,431,486 | | 77.95% | Per GUD 10170 Final Order | | | | | |
| 8 Commercial | | 84,223,622 | | 19.40% | Per GUD 10170 Final Order | | | | | |
| 9 Industrial and Transportation | | 11,490,316 | | 2.65% | Per GUD 10170 Final Order | | | | | |
| 10 Net Revenue Requirements GUD No. 10170 | \$ | <u>434,145,424</u> | | | | | | | | |

16 With Proportional Increase all classes but Residential and a 40% residential base charge increase:

| | Current | Prospective | Revenues |
|--|------------|-------------|---------------|
| 20 Residential Base Charge | \$ 18.56 | \$ 0.48 | \$ 8,558,622 |
| 21 Residential Consumption Charge | \$ 0.09931 | \$ 0.01540 | 12,837,933 |
| 22 Commercial Base Charge | \$ 39.87 | \$ 1.81 | 2,662,423 |
| 23 Commercial Consumption Charge | \$ 0.08020 | \$ 0.00480 | 2,662,423 |
| 24 I&T Base Charge | \$ 697.35 | \$ 38.03 | 363,224 |
| 25 I&T Consumption Charge Tier 1 MMBTU | \$ 0.2937 | \$ 0.0166 | 172,167 |
| 26 I&T Consumption Charge Tier 2 MMBTU | \$ 0.2151 | \$ 0.0121 | 139,070 |
| 27 I&T Consumption Charge Tier 3 MMBTU | \$ 0.0461 | \$ 0.0026 | <u>51,988</u> |
| | | | \$ 27,447,850 |

16 With Customer Charges Rounded Off and residential base charge increase for 2015 limited to \$0.50 per RRM tariff:

| | Proposed Change | Proposed Change In Revenues | Proposed Rates | Proposed Revenues |
|-------------------------------------|-----------------|-----------------------------|----------------|-------------------|
| Residential Base Charge | \$ 0.52 | \$ 9,335,278 | \$ 19.08 | \$ 339,813,673 |
| Residential Consumption Charge | \$ 0.01447 | 12,061,297 | \$ 0.11378 | 94,839,970 |
| Commercial Base Charge | \$ 1.83 | 2,697,162 | \$ 41.70 | 61,390,268 |
| Commercial Consumption Charge | \$ 0.00474 | 2,626,475 | \$ 0.08494 | 47,065,984 |
| I&T Base Charge | \$ 39.65 | 378,728 | \$ 737.00 | 7,039,815 |
| I&T Consumption Charge Tier 1 MMBTU | \$ 0.0159 | 165,150 | \$ 0.3096 | 3,215,747 |
| I&T Consumption Charge Tier 2 MMBTU | \$ 0.0116 | 132,888 | \$ 0.2267 | 2,597,042 |
| I&T Consumption Charge Tier 3 MMBTU | \$ 0.0025 | 49,955 | \$ 0.0486 | <u>971,117</u> |
| | | \$ 27,446,933 | | \$ 556,933,616 |

File Date: March 1, 2016

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS ADJUSTMENT
TEST YEAR ENDING DECEMBER 31, 2015

| Line No. | Description | Shared Services | | Mid-Tex Direct | | | Adjustment Total |
|----------|--|------------------------------|--|------------------------------|--|--|---------------------|
| | | Pension Account Plan ("PAP") | Post-Retirement Medical Plan ("FAS 106") | Pension Account Plan ("PAP") | Supplemental Executive Benefit Plan ("SERP") | Post-Retirement Medical Plan ("FAS 106") | |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | Fiscal Year 2016 Towers Watson Report as adjusted (1), (3) | \$ 5,101,680 | \$ 2,896,450 | \$ 7,840,683 | \$ 150,433 | \$ 4,466,430 | |
| 2 | O&M Expense Factor (2) | 96.41% | 96.41% | 37.42% | 20.77% | 37.42% | |
| 3 | Fiscal Year 2016 Actuarially Determined O&M Benefits (Ln 1 x Ln 2) | \$ 4,918,540 | \$ 2,792,473 | \$ 2,933,599 | \$ 31,249 | \$ 1,671,119 | |
| 4 | Allocation to Mid-Tex (2) | 40.56% | 40.56% | 71.52% | 100.00% | 71.52% | |
| 5 | Mid-Tex Benefits Expense Included in Rates - Proposed (Ln 3 x Ln 4) | \$ 1,995,016 | \$ 1,132,659 | \$ 2,098,222 | \$ 31,249 | \$ 1,195,248 | \$ 6,452,393 |
| 6 | | | | | | | |
| 7 | Mid-Tex Benefits Expense per GUD 10359 and RRM Test Year Ending December 31, 2014 Benchmark (4) | \$ 2,831,859 | \$ 2,013,260 | \$ 2,925,600 | \$ 34,809 | \$ 2,695,721 | \$ 10,501,250 |
| 8 | | | | | | | |
| 9 | Test Year Adjustment (Line 5 minus Line 7) | \$ (836,844) | \$ (880,601) | \$ (827,379) | \$ (3,561) | \$ (1,500,472) | \$ (4,048,856) |
| 10 | | | | | | | |
| 11 | Adjustment Summary: | | | | | | |
| 12 | Account 922 | \$ (836,844) | \$ (880,601) | \$ - | \$ - | \$ - | \$ (1,717,445) |
| 13 | Account 926 | - | - | (827,379) | (3,561) | (1,500,472) | (2,331,412) |
| 14 | Total (Ln 12 plus Ln 13) | \$ (836,844) | \$ (880,601) | \$ (827,379) | \$ (3,561) | \$ (1,500,472) | \$ (4,048,856) |

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The factors on Lines 2 and 4 are based on the factors in 2016 RRM (Test Year Ending December 31, 2015).
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.
4. GUD No. 10359 is the benchmark for January-May which is the same benchmark as used in the RRM TYE December 31, 2014 for June-December.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2015

| Line No. | Description | Shared Services | | Mid-Tex Direct | | | Adjustment Total |
|----------|--|------------------------------|--|------------------------------|--|--|------------------|
| | | Pension Account Plan ("PAP") | Post-Retirement Medical Plan ("FAS 106") | Pension Account Plan ("PAP") | Supplemental Executive Benefit Plan ("SERP") | Post-Retirement Medical Plan ("FAS 106") | |
| | (a) | (b) | (c) | (d) | (e) | (f) | (g) |
| 1 | Fiscal Year 2016 Towers Watson Report (excluding Removed Cost Centers) | \$ 5,101,680 | \$ 2,896,450 | \$ 7,840,683 | \$ 150,433 | \$ 4,466,430 | |
| 2 | Allocation to Mid-Tex | 40.56% | 40.56% | 71.52% | 100.00% | 71.52% | |
| 3 | FY16 Towers Watson Benefit Costs (excluding Removed Cost Centers) Allocated to MTX (Ln 1 x Ln 2) | \$ 2,069,299 | \$ 1,174,833 | \$ 5,607,955 | \$ 150,433 | \$ 3,194,561 | |
| 4 | O&M and Capital Allocation Factor | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | |
| 5 | FY16 Towers Watson Benefit Costs To Approve (excluding Removed Cost Centers) (Ln 3 x Ln 4) | \$ 2,069,299 | \$ 1,174,833 | \$ 5,607,955 | \$ 150,433 | \$ 3,194,561 | \$ 12,197,081 |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | Summary of Costs to Approve: | | | | | | |
| 9 | | | | | | | |
| 10 | Total Pension Account Plan ("PAP") | \$ 2,069,299 | | \$ 5,607,955 | | | \$ 7,677,254 |
| 11 | Total Post-Retirement Medical Plan ("FAS 106") | | \$ 1,174,833 | | | \$ 3,194,561 | 4,369,394 |
| 12 | Total Supplemental Executive Retirement Plan ("SERP") | | | | \$ 150,433 | | 150,433 |
| 13 | Total (Ln 10 + Ln 11 + Ln 12) | \$ 2,069,299 | \$ 1,174,833 | \$ 5,607,955 | \$ 150,433 | \$ 3,194,561 | \$ 12,197,081 |
| 14 | | | | | | | |
| 15 | | | | | | | |
| 16 | O&M Expense Factor | 96.41% | 96.41% | 37.42% | 20.77% | 37.42% | |
| 17 | | | | | | | |
| 18 | Expense Portion (Ln 13 x Ln 16) | \$ 1,995,016 | \$ 1,132,659 | \$ 2,098,222 | \$ 31,249 | \$ 1,195,248 | \$ 6,452,393 |
| 19 | | | | | | | |
| 20 | Capital Factor | 3.59% | 3.59% | 62.58% | 79.23% | 62.58% | |
| 21 | | | | | | | |
| 22 | Capital Portion (Ln 13 x Ln 20) | \$ 74,283 | \$ 42,174 | \$ 3,509,733 | \$ 119,184 | \$ 1,999,313 | \$ 5,744,687 |
| 23 | | | | | | | |
| 24 | Total (Ln 18 + Ln 22) | \$ 2,069,299 | \$ 1,174,833 | \$ 5,607,955 | \$ 150,433 | \$ 3,194,561 | \$ 12,197,081 |



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider entering into an Interlocal Agreement for Shared Governance Communications and Dispatch Services (renewal of existing contract).

Requested by:

Chief William T. Tackett

Background:

This is an annual contract with the Denton County Sheriff's Office to provide 24/7 dispatch and related services to the Town of Argyle.

Financial Impact:

The FY 17 contracted amount is \$10,314.00 versus FY16's rate of \$9,896.

Staff Recommendation:

Approve.

Requested Action:

Approval.

Attachments:

Interlocal Cooperation Agreement

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency:

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2016** and ending on **September 30, 2017**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching

services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
- 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4. providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "C"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "B"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote

sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

| | |
|------------------|--|
| Exhibit A | Agency Workload and Cost Statistics |
| Exhibit B | Agency Payment Worksheet |
| Exhibit C | TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT |

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. **NOTICES.** All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

| | | |
|---------|---|--|
| County: | 1 | Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201 |
| | 2 | Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205 |
| | 3 | Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205 |

| | |
|------------------|-------|
| Name of Agency: | _____ |
| Contact Person | _____ |
| Address | _____ |
| City, State, Zip | _____ |
| Telephone | _____ |

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

Signature

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Agency

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

| | A | B | C | E | F | G |
|----|--|-----------------------|-------------------------|-----------|---|---|
| 1 | Column1 | Column2 | Column3 | Co | | |
| 2 | FY 16-17 Dispatch Costs | | | | | |
| 3 | FY Budget | \$2,523,760.00 | | | | |
| 4 | 1/2 Budget Amount | \$1,261,880.00 | | | | |
| 5 | Agency | % Workload * | Cost by Workload | | | |
| 6 | ARGYLE PD | 0.817% | \$10,314 | | | |
| 7 | ARGYLE ISD PD | 0.014% | \$179 | | | |
| 8 | AUBREY PD | 0.566% | \$7,139 | | | |
| 9 | AUBREY ISD PD | 0.054% | \$685 | | | |
| 10 | BARTONVILLE PD | 0.389% | \$4,915 | | | |
| 11 | CORINTH PD | 6.607% | \$83,369 | | | |
| 12 | DOUBLE OAK PD | 0.357% | \$4,511 | | | |
| 13 | HICKORY CREEK PD | 2.253% | \$28,427 | | | |
| 14 | JUSTIN PD | 0.664% | \$8,380 | | | |
| 15 | KRUM PD | 1.270% | \$16,028 | | | |
| 16 | LITTLE ELM PD | 9.146% | \$115,411 | | | |
| 17 | NCTC PD | 0.000% | \$0 | | | |
| 18 | NORTHEAST PD | 1.588% | \$20,034 | | | |
| 19 | NORTHLAKE PD | 2.002% | \$25,257 | | | |
| 20 | OAK POINT PD | 1.291% | \$16,286 | | | |
| 21 | PILOT POINT PD | 0.909% | \$11,476 | | | |
| 22 | PONDER PD | 0.189% | \$2,390 | | | |
| 23 | SANGER PD | 2.508% | \$31,642 | | | |
| 24 | TROPHY CLUB PD | 2.413% | \$30,447 | | | |
| 25 | ARGYLE FD | 0.684% | \$8,630 | | | |
| 26 | AUBREY FD | 1.127% | \$14,223 | | | |
| 27 | DOUBLE OAK VFD | 0.082% | \$1,030 | | | |
| 28 | JUSTIN FD | 0.430% | \$5,427 | | | |
| 29 | KRUM FD | 0.376% | \$4,741 | | | |
| 30 | LAKE CITIES FD | 1.778% | \$22,439 | | | |
| 31 | LITTLE ELM FD | 1.458% | \$18,399 | | | |
| 32 | OAK POINT FD | 0.257% | \$3,249 | | | |
| 33 | PILOT POINT FD | 0.487% | \$6,145 | | | |
| 34 | PONDER VFD | 0.228% | \$2,874 | | | |
| 35 | SANGER FD | 0.825% | \$10,407 | | | |
| 36 | TROPHY CLUB FD | 0.377% | \$4,752 | | | |
| 37 | OTHER | 3.85% | \$48,540 | * | | |
| 38 | SHERIFF'S OFC * | 55.008% | \$1,956,015 | * | | |
| 39 | Totals | 100.000% | \$2,523,760 | | | |
| 40 | | | | | | |
| 41 | | | | | | |
| 42 | *SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity | | | | | |
| 43 | which is reduced from other entities total costs, as well as the | | | | | |
| 44 | remaining 1/2 of the total Communications Adopted Budget which | | | | | |
| 45 | other entities are not billed for at this time. | | | | | |
| 46 | | | | | | |
| 47 | Volunteer Agencies | | | | | |

Exhibit B

2016-17 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

| | |
|--------------------------------|----|
| Agency: | |
| Payment Contact Person: | |
| Phone Number: | |
| Address: | |
| City, State, Zip | |
| AGENCY TOTAL AMOUNT DUE | \$ |

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

| | |
|-------------------------|--|
| Make checks payable to: | Denton County |
| Mail payments to: | Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026 |

Payment Plan Options

Agency MUST
Select One
Payment Option

| | | |
|---|--------------------------|---------------------------|
| 1 | <input type="checkbox"/> | One Annual Payment (100%) |
| 2 | <input type="checkbox"/> | Two Payments (50%) |
| 3 | <input type="checkbox"/> | Four Payments (25%) |
| 4 | <input type="checkbox"/> | Twelve Monthly Payments |
| 5 | <input type="checkbox"/> | Other Payment Option |

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2016-17**

| | |
|--------------------------------------|---------------------------------------|
| Twenty-Four Hour Terminal Agency | DENTON COUNTY SHERIFF'S OFFICE |
| Non Twenty-Four Hour Terminal Agency | |

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

By: Will Travis

Title: Denton County Sheriff

Date: _____

By: _____

Title: _____

Date: _____



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a resolution joining Texas Coalition for Affordable Power (TCAP) and appointing Town Manager Paul Frederiksen as the Town's representative.

Requested by:

Kim Collins, Finance Director

Background:

The Town incurs electricity costs associated with our buildings, street lights and lift stations. There are two components to the bill – a commodity charge (energy rate) and TDSP charge (Transmission & Distribution Service Provider – those who own the wires – Oncor for us). The commodity charge on the bill is de-regulated, and is a fixed rate per kWh. This rate is market driven. The TDSP charges (delivery charges) are the same for everyone.

We have the ability to shop the commodity charge with providers and lock it in for annual increments. The decision for determining the length of time to lock in is based on current fuel costs compared to what we think the market will do in the future. If we're in a period where energy costs are high but we don't expect it to last, we typically would not lock in for an extended period. With the current, historically low, fuel cost environment, it would be beneficial to lock in a low rate for an extended period of time.

We have negotiated the commodity charge our current electric provider, TXU, (and their predecessors) since de-regulation. Our current 36 month contract is up for renewal. This year, we are proposing to go with TCAP for the commodity charge. They are proposing a rate slightly lower than TXU, offering a 5-year contract, and giving us membership benefits with an organization that exists to maximize energy buying needs for political subdivisions.

Financial Impact:

A one-time membership fee of approximately \$180 and lock in commodity charge of approximately \$0.03748 (will vary slightly based on market rate on day of lock in) will yield an estimated \$7,200 savings in energy costs compared to our current energy charge of \$0.068.

Staff Recommendation:

Staff recommends approval.

Requested Action:

Approval of the FY16 TCAP membership and appointment of Town Manager Paul Frederiksen as representative.

Attachments:

Resolution
Commercial Electricity Service Agreement

RESOLUTION NO. _____

A RESOLUTION OF _____ APPROVING THE CERTIFICATE OF FORMATION AND BYLAWS OF TEXAS COALITION FOR AFFORDABLE POWER (“TCAP”), A POLITICAL SUBDIVISION CORPORATION; ACCEPTING MEMBERSHIP IN SAID CORPORATION; APPOINTING A REPRESENTATIVE TO SERVE ON BEHALF OF _____; APPROVING PAYMENT OF AN INITIAL MEMBERSHIP FEE.

WHEREAS, Chapter 304 of the Texas Local Government Code, entitled Energy Aggregation Measures for Local Governments, allows political subdivisions to form a political subdivision corporation to act as an agent to negotiate the purchase of electricity, or to likewise aid or act on behalf of the political subdivisions for which the corporation is created, with respect to their own electricity use for their respective public facilities; and

WHEREAS, Texas Coalition for Affordable Power (“TCAP”) is a political subdivision corporation organized under said Chapter; and

WHEREAS, more than one hundred cities and other political subdivisions have joined TCAP since the Texas electric retail market was deregulated January 1, 2002; and

WHEREAS, TCAP members work collaboratively with the assistance of attorneys and procurements experts hired by TCAP to negotiate lower cost, stable, reliable electric power; and

WHEREAS, the negotiation for electricity by the corporation should result in lower, more stable electricity costs to _____; and

WHEREAS, the _____ seeks to become a Member of TCAP; and

WHEREAS, TCAP Bylaw Section 9.1 requires an initial membership fee, not to exceed \$14,000, that is the greater of ½ of 1% of the total annual electric bill of the last full year of billing information available prior to membership application or \$00.05 per capita of the resident population of the prospective member.

NOW THEREFORE, BE IT RESOLVED BY THE _____ OF _____.

Section 1. The recitals contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. The Certificate of Formation and Bylaws of TCAP, a political subdivision corporation, attached hereto and incorporated herein for all purposes as Exhibits A and B respectively, are hereby approved.

Section 3. _____ accepts Membership in TCAP.

Section 4. _____ approves payment of an initial New Membership Fee assessment equivalent to the greater of \$00.05 per capita of the resident population or ½ of 1% of the total annual electric bill for _____ of the last full year of billing information available prior to membership application. Such fee shall not exceed \$14,000.

Section 5. _____ hereby appoints _____ to serve as _____'s representative to the corporation and to act on _____'s behalf.

Section 6. All Resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

Section 7. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 8. This Resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

Section 9. A copy of this Resolution shall be sent to Jay Doegey, TCAP Executive Director, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001, along with the initial assessment fee.

PRESENTED AND PASSED on this the _____ day of _____, 20____, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

Mayor

Printed Name

ATTEST:

City Secretary

Printed Name

APPROVED AS TO FORM:
City Attorney

BY _____

Printed Name

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This **COMMERCIAL ELECTRICITY SERVICE AGREEMENT**, including all of the Attachments, Schedules, and Exhibits, which are attached hereto and incorporated herein for all purposes (collectively, the "*Agreement*"), is entered into between Gexa Energy, LP ("*Gexa*"), a Texas limited partnership, and City of Argyle, Texas ("*Customer*"). Gexa and Customer may hereinafter be referred to individually as a "*Party*" or collectively as the "*Parties*".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider ("*REP*") for the ESI ID(s) included as part of this Agreement. Specifically, Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide all the services required of a REP including, without limitation, procuring, scheduling and causing to be delivered electricity throughout the Term of this Agreement to each of the ESI ID(s), subject to the terms and conditions of this Agreement. Other than those duties specified in this Agreement and REP Services Agreement, this appointment does not impose any other duties on Gexa.

1.2 Agreement to Purchase. Customer agrees to purchase and receive from Gexa throughout the Term all of Customer's electricity requirements for each of the ESI ID(s) except as otherwise provided in this Agreement. Customer agrees that all electricity and services received from Gexa under this Agreement will at all times be for Customer's exclusive proprietary use and that Customer alone is responsible for payment for electricity and services provided under this Agreement and for electricity and services that Customer fails to take pursuant to its contractual obligations. If Gexa should fail to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or should fail to schedule the delivery of sufficient quantities of electricity (collectively, a "*Scheduling Failure*"), the Parties recognize and agree that (i) the TDSP, in accordance with its responsibilities and its tariff, is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) Gexa shall settle with its Qualified Scheduling Entity who is responsible for ERCOT settlements, at no additional cost or expense to Customer, with respect to the purchase of electricity necessary to cover any Scheduling Failure.

1.3 Term.

(a) Effective Date. Gexa will provide retail electric service to each ESI ID during the period beginning on the Effective Date, which date shall occur on or after the Expected Start Date set forth in Attachment B, until December 31, 2017. (such period being referred to herein as the "*Term*"); provided, that the end of the "*Term*" shall be the meter read date for each respective ESI ID occurring in December 2017. Customer and Gexa agree that the Term may include a partial calendar month in addition to the number of months set forth in Attachment B as a result of variations in the timing of the Effective Date as described in this Section 1.3.

(b) Delayed Effective Date. Gexa will use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date set forth in Attachment B. If the Effective Date for an ESI ID occurs more than twenty (20) days after the Expected Start Date set forth in Attachment B, Customer shall provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with such ESI ID(s) during the period on and after the twenty-first (21st) day after the Expected Start Date until the Effective Date (the "*Delayed Effective Date Period*"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "*Delayed Effective Date Electricity Amount*"). Gexa agrees to calculate and provide to Customer a credit against future purchases under this Agreement in the positive amount, if any, equal to (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during such period in connection with such ESI ID(s); provided, that Gexa shall in no event be required to provide any credit with respect to any period during the Delayed Effective Date Period where delay during such period was caused by any event outside of Gexa's control.

(c) Service After Term. If service continues beyond the Term, it will be on a month-to-month basis, and the ESI ID(s) will continue to be served under this Agreement except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After such 60 days, Gexa may continue to serve Customer or terminate this Agreement and disconnect Customer.

1.4 Modifications to ESI IDs. The Parties will work together in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer desires to i) add or delete one or more ESI IDs from Attachment B to this Agreement, ii) otherwise modify the ESI ID information set forth therein as a result of an operation decision made by Customer related to the opening, closure or sale of a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, Customer shall provide written notice to Gexa of such change. So long as, in Gexa's reasonable judgment,

i) the addition is a separately metered load having a peak demand that is expected to be less than 1 MW at all times during the first twelve months following commercial operation or ii) does not result in a net increase of 1MW in peak demand for an existing facility, Gexa shall use commercially reasonable efforts to promptly take all actions necessary to implement such changes, including providing all required notices to ERCOT. If the addition is a separately metered load having a peak demand that is expected to be in excess of 1 MW at any time during the first twelve months following commercial operation or results in a net increase of 1 MW after consideration of any contemporaneous offsetting load losses, as per the Letter Agreement (defined below), Gexa shall provide service to that account in accordance with the terms and conditions for Special Loads set forth in the Letter Agreement (and Special Load Addendum thereto), among NextEra Energy Power Marketing, LLC (“PMI”), and Texas Coalition for Affordable Power (“TCAP”) and Gexa (the “Letter Agreement”) and the Master Power Purchase and Sale Agreement Confirmation between PMI and Gexa, all dated April 27, 2011 (the “Confirmation”). Gexa shall make available to Customer and TCAP periodic reports regarding the changes to the billing status of any ESI ID(s). Amendments to Attachment B that add or remove ESI ID(s) as a result of changes made pursuant to this Section 1.4 will be deemed incorporated into this Agreement and effective on the Effective Date that each ESI ID(s) added to this Agreement and the date on which retail electric service for any ESI ID removed from this Agreement is transferred to another REP, as applicable.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) The Energy Price for the period commencing May 19, 2016 and ending December 31, 2017 shall be equal to \$36.75/MWh. The Energy Price shall be converted to dollars per kWh for purposes of Section 3.

(b) The Customer will be charged or credited, as appropriate, the difference between the Load Zone price for the applicable load zone(s) in which the load is located and the appropriate trading hub price for these zone(s). This Nodal Basis Adjustment will be calculated and charged or credited on a quarterly basis and collected or credited in a manner specified in the Letter Agreement among PMI, GEXA, and TCAP dated April 27, 2011.

(c) If, during the term of this Agreement the cost of Ancillary Services paid by PMI needed to serve Customer’s load is greater than \$5.00/MWh or less than \$4.00/MWh, then Customer will be charged or credited an Ancillary Services Adjustment. This Ancillary Services Adjustment will be calculated and charged or credited on a quarterly basis and collected or credited in a manner specified in the Letter Agreement among PMI, GEXA, and TCAP dated April 27, 2011.

2.2 Additional Pass-Through Charges. Customer acknowledges that the Energy Price(s) does not include Delivery Charges, Non-Recurring Charges, or Taxes, which will be passed through and identified separately on Customer’s bill with no mark up. All charges are exclusive of Taxes.

2.3 Tax Exempt Status. If Customer is exempt from the payment of any Taxes, it will provide Gexa with all required exemption certificates. Until Customer does so, Gexa is not allowed to and shall not recognize any exemption and it will not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa will, however, assign to Customer any applicable claims for refund.

2.4 Pass-through of Nodal Market Costs. If there are any costs or credits associated with implementation of the nodal market that are not covered under Section 2.1(b) above, including any credits assigned to load serving entities, Gexa agrees that such costs shall be charged to Customer, and such credited to Customer, on a pass-through basis.

SECTION 3: BILLING AND PAYMENT

3.1 Billing And Payment. Gexa will invoice Customer’s accounts on a monthly basis and will bill Customer on a consolidated basis for all ESI IDs upon request of the Customer. A summary bill for all accounts and detailed information for each account shall be provided. Customer will remit payment within thirty (30) days of receiving the invoice. The invoice amount will be based on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate Customer’s invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the date the monies were owed at a rate of one percent (1%) per month, or the highest rate permitted by law, whichever is less. If Customer in good faith disputes some portion of an invoice it will provide Gexa, within twenty (20) days of the invoice date, a written explanation specifying the amount in dispute and the reason for the dispute. If timely notice is not given, all amounts will be owed by the due date. Notwithstanding the above, if Customer notifies Gexa of a dispute with an invoice, regardless of whether Customer has already paid the invoice, Gexa shall make available to Customer, during normal business hours, records in Gexa’s possession reasonably necessary for Buyer to determine the accuracy of the invoice; provided, however that neither party may request any adjustment or correction of any invoice unless written notice of such dispute is given within twelve (12) months after the due date of such invoice; provided, that such 12 month limit shall not apply in the case of TDSP meter tampering charges first billed to Gexa so as not to enable Gexa to reasonably

adjust invoices prior to such 12 month period. In all cases, Gexa and Customer will use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed will be paid within three (3) days after the decision.

3.3 Aggregator Fees. Customer acknowledges and agrees that, pursuant to REP Services Agreement between Gexa and TCAP ("*Aggregator*"), Gexa is responsible for paying to Aggregator an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs set forth in Attachment B during the term of this Agreement, which amount shall be charged to and paid by Customer pursuant to this Agreement (the "*Aggregator Fee*"). The Aggregator Fee is initially set at \$0.0008 per kWh, however, it may be changed by the TCAP Board of Directors at any time prior to or during the Term of this Agreement. The Aggregator Fee will be set forth as a separate line item on the Customer's bill.

3.4 Billing Guarantee. Gexa shall issue a bill based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to issue a bill with respect to an ESI ID within 120 days of any scheduled meter read, Gexa hereby irrevocably waives its right to bill Customer for any energy consumed at that ESI ID for the meter read cycle that should have been billed, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that are preventing Gexa from issuing such bill and the expected time by which a bill can be issued. In such event, Customer and Gexa shall determine a reasonable extension within which to issue an invoice, not to exceed 30 days. Gexa shall adjust or true-up each bill no more than twice and all such adjustments shall be issued within two hundred ten (210) days of the initial issue date. Notwithstanding the foregoing, Gexa may issue a bill or portion thereof arising from meter tampering charges at any time within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent, Customer authorizes Gexa to obtain from Customer's TDSP, and does further authorize Customer's TDSP to release to Gexa, certain information that Gexa may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information.

4.2 Deposits and Other Security. Either Party (the "*Providing Party*") may be required by the other Party (the "*Requesting Party*") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party ("collectively, Performance Assurance") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill more than twice during the past 12 months. Any Performance Assurance, less any outstanding balance owed from one Party to the other Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier or if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement ("*Appropriations Failure*"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon thirty (30) days advance written notice to Gexa effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then, at Gexa's option, such appropriations shall apply hereto and shall not be used for any other electricity supply agreement by another REP. Upon such termination of this Agreement in full or as to any ESI ID(s) Customer shall pay all amounts due to Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, or in connection with a Force Majeure Event, if at any time during the Term of this Agreement Customer cancels this Agreement and refuses to accept delivery of electric supply from Gexa for any or all ESI ID(s), Gexa shall have the right to charge Customer early termination damages equal to the net present value (calculated at a ten percent (10%) annual discount rate) of an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID Customer cancels or refuses to accept delivery of electric supply by \$0.0015 per kWh ("*Customer Early Termination Damages*"). In the event that the Customer Early Termination Damages is charged due to a termination of the Agreement due to an Event of Default by Customer under this Agreement, then the Customer Early Termination Damages shall also include Gexa's reasonable costs relating to the determination and collection of same, including attorney and consultant fees, incurred. Customer and Gexa agree that the provisions set

forth in Section 3 relating to Billing and Payment shall apply to the billing, due date, and collection of any Customer Early Termination Damages. Customer agrees that the Customer Early Termination Damages herein is a reasonable estimate of the damages due Gexa for the failure to accept electric supply, and as such is not punitive in nature. These Customer Early Termination Damages shall not apply to any Customer termination of this Agreement for any Force Majeure Event or any other cancellation or early termination expressly allowed to be made without charge or penalty under this Agreement.

5.3 Termination for Wholesale Supply Failure. If, at any time during the Term of this Agreement, the Wholesale Transaction is terminated as a result of a default by PMI ("Wholesale Supply Failure"), then such Wholesale Supply Failure shall also cause the termination of this Agreement, with such termination date to be effective as of the effective date of the termination of the Wholesale Agreement. In the event of such termination, Gexa shall pay to Customer the Wholesale Transaction Termination Payment determined in accordance with Section 5.5 below.

5.4 Gexa Early Termination Damages. Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time during the Term of this Agreement Gexa cancels this Agreement and refuses to provide delivery of electric supply to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the net present value (calculated at a ten percent (10%) annual discount rate) of an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID Gexa cancels or refuses to provide delivery of electric supply by \$0.0015 per kWh ("*Gexa Early Termination Damages*"). In the event that the Gexa Early Termination Damages are charged due to a termination of the Agreement due to an Event of Default by Gexa under this Agreement, then the Gexa Early Termination Penalty shall also include Customer's reasonable costs relating to the determination and collection of same, including attorney and consultant fees, incurred. Gexa agrees that the Gexa Early Termination Damages herein are a reasonable estimate of the damages due Customer for the failure to deliver the electric supply, and as such is not punitive in nature. This Gexa Early Termination Penalty shall not apply to any Gexa termination of this Agreement for any Force Majeure Event or any other cancellation or early termination expressly allowed to be made without penalty under this Agreement, including, without limitation a Wholesale Supply Failure.

5.5 Wholesale Transaction Termination Payment. If at any time during the Term of this Agreement this Agreement is terminated in connection with the termination of the Wholesale Transaction then Gexa shall calculate and Customer or Gexa shall pay to the other, as appropriate, in the manner described below and without regard to who is a defaulting party, the portion of the Termination Payment (as defined in the EEI Master Agreement) calculated and paid under the Wholesale Transaction that is allocable to Customer's load under this Agreement (the "*Wholesale Transaction Termination Payment*"). If a Termination Payment is owed by Gexa to PMI under the Wholesale Transaction, Customer shall pay to Gexa the portion of such Termination Payment that is allocable to Customer's load under this Agreement. If a Termination Payment is owed by PMI to Gexa under the Wholesale Transaction, Gexa shall pay to Customer the portion of such Termination Payment that is allocable to Customer's load under this Agreement. To the extent that the Termination Payment due from Gexa to PMI is adjusted to the account of Gexa to reflect the full benefit of TCAP's entering into transactions with a replacement REP, the same adjustments shall be made on a pro-rata basis to the account of Customer with respect to the Wholesale Transaction Termination Payment. The Wholesale Agreement Termination Payment shall be remitted by Gexa to Customer, as applicable, within 30 days of receipt thereof by Gexa, or by Customer within 30 days of Gexa's invoice to Customer for same. Gexa agrees to use reasonable commercial efforts in the collection of Termination Payments from PMI to be passed through to TCAP.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices to be provided under this Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States, certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery shall be effective on the day actually received, notice by overnight United States mail or courier shall be effective on the next business day after it was sent, and notice by U.S. Mail shall be effective on the second day after it was sent. Notices shall be sent to the addresses noted below, or any other address the Party provides to the other Party in writing:

- a. If to Customer:
City of Argyle
308 Denton Street
Argyle, TX 76226
- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. Payments shall be sent to the addresses noted below, or any other address the Party provides to the other Party in writing:

- a. If to Customer:
City of Argyle
308 Denton Street
Argyle, TX 76226

- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in this Section 7.1. All other capitalized terms used herein but not otherwise defined herein shall have the same meaning as defined in the following documents, with any conflicting definitions contained in such documents being applied herein in the following priority: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. "*Actual Usage*" means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. "*Aggregator*" shall have the meaning given in Section 3.3.
3. "*Aggregator Fee*" shall have the meaning given in Section 3.3.
4. "*Agreement*" shall have the meaning given in the introductory paragraph.
5. "*Applicable Law*" shall have the meaning given in Section E.11(c) of Attachment A to this Agreement.
6. "*Appropriations Failure*" shall have the meaning given in Section 5.1.
"TCAP" means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs included in the contract.
7. "*Code*" shall have the meaning given in Section A.3 of Attachment A to this Agreement.
8. "*Consumer Protection Rules*" shall have the meaning given in Section B.3 of Attachment A to this Agreement.
9. "*Customer*" shall have the meaning given in the introductory paragraph.
10. "*Customer Early Termination Damages*" shall have the meaning given in Section 5.2.
11. "*Gexa*" shall have the meaning given in the introductory paragraph.
12. "*Gexa Early Termination Damages*" shall have the meaning given in Section 5.4.
13. "*Delayed Effective Date Electricity Amount*" shall have the meaning given in Section 1.3(b).
14. "*Delayed Effective Date Period*" shall have the meaning given in Section 1.3(b).
15. "*Delivery Charges*" means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
16. "*Disclosing Party*" shall have the meaning given in Section C.1 of Attachment A to this Agreement.
17. "*Effective Date*" means the date of the first reading of the meter on an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to Gexa.
18. "*Electricity Related Charges*" includes, unless noted elsewhere otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
19. "*Energy Price(s)*" means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
20. "*ERCOT*" means the Electric Reliability Council of Texas.
21. "*ERCOT Protocols*" means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
22. "*ESI ID(s)*" means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement, as such list may be modified from time to time as provided in Section 1.4.
23. "*Event of Default*" shall have the meaning given in Section D.1 of Attachment A to this Agreement.

Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer hereby represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in any contract to which it is a party or any Law applicable to it; (c) the performance of this Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in any contract to which it is a party; (d) as of the date sales of electricity by Gexa to Customer pursuant to this Agreement commence, Customer shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in any contract to which it is a party or any law applicable to it; (e) this Agreement constitutes a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term of this Agreement, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to the delivery of electricity to Customer under this Agreement. In addition to the foregoing, Customer hereby represents and warrants to Gexa that Customer has complied with the requirements of Section 2162, *Texas Government Code* and all applicable contracts (including, but not limited to, Contract 050110-CCG-EM) awarded by the Council on Competitive Government regarding the bidding or awarding of this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa hereby represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Law applicable to it; (c) the performance of the Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in its governing documents or any contract to which it is a party; (d) as of the date sales of electricity by Gexa to Customer pursuant to the Agreement commence, Gexa shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in its governing documents, any contract to which it is a party, or any law applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending.

A.3 Forward Contract. The Parties acknowledge and agree that (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("*Code*"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED HEREIN, SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA WILL NOT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("*CUSTOMER PROTECTION RULES*") SHALL NOT APPLY TO THIS AGREEMENT EXCEPT FOR THE FOLLOWING RULES: 25.481, 25.485 (b),(d), and (e), and 25.495. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER HEREBY EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER

PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO Gexa THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO Gexa; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY Gexa; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. Customer and Gexa acknowledge and agree that the electricity delivered hereunder is a “good” as that term is understood in the Texas B&CC (UCC §2.105). The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, the Parties acknowledge that this Agreement will control. The Parties understand and acknowledge that neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer’s ESI ID(s). Therefore, neither Party will be responsible to the other for any damages associated with failing to deliver the electric energy nor for any damages it may cause prior to delivery to Customer’s ESI ID(s). The electric energy will be delivered to Customer’s ESI ID(s) where it will be deemed in possession and in control of Customer. THE ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. Gexa MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND Gexa EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further, Customer agrees and acknowledges that Gexa EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa will make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer (“*Force Majeure Event(s)*”) may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) shall be suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party shall be liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer read data available), accidents, strikes, labor troubles, required maintenance work, events of “force majeure” or “uncontrollable force” or a similar term as defined under the applicable transmission provider’s tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer’s facilities, or any cause beyond such Party’s control. The Parties agree that an Appropriations Failure and a Scheduling Failure shall not be considered a Force Majeure Event.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Gexa acknowledges that Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. Subject to such laws that may require disclosure of information, and upon the written request of a Party (in such capacity, the “*Disclosing Party*”), the other Party (in such capacity, the “*Receiving Party*”) shall keep confidential and not disclose any Confidential Information which is disclosed to the Receiving Party by the Disclosing Party except for disclosures to Authorized Parties or as required by law. For purposes hereof, “*Confidential Information*” means the terms of this Agreement and any other information in written or other tangible form which is marked as “Confidential” when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section shall apply regardless of fault and shall survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer agrees that Gexa may provide TCAP with any information requested by TCAP about Customer’s account and billings. As used herein, the term “Authorized Parties” shall mean such officers, directors, employees, agents, representatives and professional consultants of the Parties, and of such of its affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement and the transaction covered hereby.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default (“*Event of Default*”) means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any amount that is not reasonably disputed if such payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; or (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and such failure is not excused by Force Majeure and remains uncured following 20 business days written notice of such failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within 20 business days after such filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts as they fall due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated by reason of a default by Gexa under CESAs with other TCAP members or by

reason of a default by PMI under the Wholesale Transaction. If an Event of Default listed in subsection (d) above occurs, a Default will be deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default shall have occurred and be continuing, the non-defaulting Party, upon written notice to the defaulting Party, shall have the right (a) to commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (b) to exercise such other rights and remedies as it may have at equity or at law, subject however to the Limitations on Liabilities above; and (c) to suspend performance under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days unless an early termination of this Agreement has been declared and notice thereof pursuant to this Agreement given. If Customer is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to any other remedy, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa may not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement shall not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties shall be limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver shall not operate as a waiver of, or estoppel with respect to any subsequent failure of the first Party to comply with such obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the Letter Agreement, Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Gexa, which shall not be unreasonably withheld and may be withheld in any event if such proposed assignee fails to be at least as creditworthy as proposed assignor as of the Effective Date. Gexa may, to the fullest extent allowed by law: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of Gexa with operating capability and financial condition substantially similar to GEXA; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service. Upon any such assignment, Customer agrees that Gexa shall have no further obligations under this Agreement. There shall be no assignment by Gexa to a non-affiliated entity that has (including its guarantor) a lower credit than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. The Parties do not intend that this Agreement confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; provided, however, that the Parties recognize that TCAP shall receive the Aggegator Fee .

E.6 Severability. If any of the provisions of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement, with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subject matter hereof. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective until reduced to writing and executed by the Parties.

E.8 Further Assurances. The Parties hereto agree to promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which may be reasonably requested in order to effectuate the transactions contemplated hereby.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer must call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID identified on Attachment B.

E.11 Governing Law.

a. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and to be performed in the State of Texas, without regard to the conflict of laws provisions thereof.

b. The Parties agree that all disputes between them which arise under this Agreement and which are not settled shall be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes will be governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement shall be subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "*Applicable Law*").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement shall not be applied to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed to be an original. A facsimile copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments pursuant to E.7 above, and each Party shall provide its original signature upon request.

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, shall constitute an offer for electric service, and this Agreement is expressly conditional on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.

Attachment B to CESA

Customer Contract Name City of Argyle Expected Start Date 5/19/2016

This attachment will only be valid upon complete review and acceptance by Gexa Energy.

Approved and agreed by authorized representative of Company named above

Customer Signature _____

Date _____

| | ESI/UAN | Service Address | City | State | Zip | Read After |
|----|-------------------|------------------------------|--------|-------|-------|------------|
| 1 | 10443720001371286 | 506 HIGHWAY 377 N DEPT POLIC | Argyle | TX | 76226 | 5/18/2016 |
| 2 | 10443720001371937 | 302 DENTON ST E LOT E | Argyle | TX | 76226 | 5/18/2016 |
| 3 | 10443720001371999 | 308 DENTON ST E CRCH LOT E | Argyle | TX | 76226 | 5/18/2016 |
| 4 | 10443720001372030 | 308 DENTON ST E LOT E | Argyle | TX | 76226 | 5/19/2016 |
| 5 | 10443720001372061 | 308 DENTON ST E GRDL 175W | Argyle | TX | 76226 | |
| 6 | 10443720001373518 | 314 COUNTRY CLUB RD | Argyle | TX | 76226 | 5/18/2016 |
| 7 | 10443720004395966 | @STREET LIGHTING STLG 2 | Argyle | TX | 76226 | |
| 8 | 10443720004395997 | @STREET LIGHTING STLG 3 | Argyle | TX | 76226 | |
| 9 | 10443720004890568 | 111 CRAWFORD RD GRDL | Argyle | TX | 76226 | |
| 10 | 10443720005241395 | 308 DENTON ST E GRDL 2 | Argyle | TX | 76226 | |
| 11 | 10443720006003492 | 400 HIGHWAY 377 S GRDL | Argyle | TX | 76226 | |
| 12 | 10443720006007615 | @STREET LIGHTING STLG 1 | Argyle | TX | 76226 | |
| 13 | 10443720006216214 | 111 CRAWFORD RD SEWR | Argyle | TX | 76226 | |
| 14 | 10443720007688342 | 401 W FRONT ST | Argyle | TX | 76226 | |
| 15 | 10443720008894862 | STREET LIGHTS STLG 1 | Argyle | TX | 76226 | |
| 16 | 10443720009107243 | 110 CRAWFORD RD | Argyle | TX | 76226 | 5/18/2016 |
| 17 | 10443720009118930 | 221 CRAWFORD RD | Argyle | TX | 76226 | |
| 18 | 1044372000527325 | 308 Denton St. E. Pole | Argyle | TX | 76226 | 5/28/2016 |
| 19 | 1044372000394173 | 500 Boonesville Bend | Argyle | TX | 76226 | 5/13/2016 |
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TOWN COUNCIL STAFF REPORT

Meeting

Date: May 24, 2016

To: Mayor and Members of Town Council

From: Matt Jones, Director of Community Development

Subject: Zoning change from OR to VC-MU – CVS Pharmacy

Purpose:

PUBLIC HEARING: Consider and take appropriate action on a zoning change request (Z-16-003) from OR (Office Retail) to VC-MU (Village Center-Mixed Use Districts) for CVS Pharmacy, being approximately 2.22 acres; being described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.

Existing Condition of Property:

The property is currently unimproved and is zoned Office Retail (OR). A single-family residence did reside on the property and has been demolished and removed since 2012. The property is mainly open grassy areas with scattered Post Oak, Elm, and Hackberry trees. A small portion of the property is in the floodplain, which clips the northeast corner of the property.

Adjacent Existing Land Uses and Zoning:

North: OR – Office Retail, CF – Community Facilities
 South: VC-MU – Village Center Mixed-Use (Waterbrook)
 East: MH-Manufactured Home
 West: TxDOT ROW

Development Review Analysis:

The applicant is requesting Village Center Mixed-Use Zoning (VC-MU) in order to construct a 14,600 SQ FT Pharmacy/Retail Sales with a Drive-Thru on approximately 2.22 acres.

Consistency with Future Land Use Plan:

The subject property is designated as T4– Village Center on the Future Land Use Plan. The T4 transect recognizes the intersection of HWY 377 and FM 407 as a principal crossroads of the Town and a suitable area for commercial development. The Village Center is characterized by walkable, pedestrian-oriented commercial and residential developments that focus on streetscapes. Commercial offerings are oriented to smaller scale, local or specialty retail, as in traditional forms of central square shopping districts.

Consistency with the Form-Based Code (FBC):

The goal of the FBC is to implement the Town’s Comprehensive plan in a balanced and sustainable manner to achieve a long-term diversification of the tax base. The FBC recognizes this intersection as a catalytic area to achieve that goal and vision for the Town.

The requested zoning is consistent with the Draft Zoning Framework Plan (ZFP) for the Village Center Form-Based District. The applicant has included sidewalks that will provide pedestrian connectivity to future developments to the east, as well as, the existing commercial developments to the north. The applicant has submitted a landscape plan that is consistent with the landscape requirements of the FBC, including the landscape and buffer requirements along FM 407.

Following chart provides site related elements in the Form-Based Codes and the applicant’s proposed regulations:

| | FBC Regulations | Proposed Regulations |
|-------------------------|--------------------------|-----------------------------|
| Setback | Min. 20’ - Max. Flexible | 90’ proposed |
| Parking | Flexible | 67 provided |
| Height | 3 Stories or 40’ max | 28’ proposed |
| Min. Open Space | Required/Flexible | Buffers along 407 |
| Landscape Buffer | 20’ along HWY 377 | 20’ FM 407 |

Tree Preservation:

A detailed tree survey has been submitted for the project. A total of 93 trees have been identified on-site totaling 1,260 caliper inches. The applicant is proposing to preserve 8 trees on-site, totaling 128 caliper inches. There were 25 trees identified as being protected to be removed totaling 319 caliper inches. The applicant will be mitigating 78 caliper inches with on-site tree plantings being a minimum of 3 caliper inches at the time of planting. A total of 243 caliper inches will need to be mitigated off-site or the applicant shall provide monetary reimbursement for the remaining mitigation.

Infrastructure Adequacy:

Water and sanitary sewer facilities are available to be extended to this site with sufficient capacity to serve the development. If approved, full civil construction plans for streets, drainage, water and sanitary sewer are required for submission during the permitting and construction plan review.

Drainage Analysis:

Staff has reviewed the preliminary grading and utility plan and has determined that compliance with all drainage requirements of the Town Developments Standards can be achieved at the time of construction plan review. A detailed engineering review of the drainage and grading plans will be conducted by the Town Engineer at the time of construction plan review.

Design Standards

The applicant has proposed a variety of design standards that meet the recommendations of the VC-MU District and that meets or exceeds the minimum requirements of the Town Development Standards.

Property Owner Notifications:

Four (4) public hearing notices were sent out to surrounding property owners within 200' of the subject property pursuant to the Texas Local Government Code, Subsection 211.006(d) and the Town of Argyle Zoning Ordinance. No responses have been received at this time.

Staff Recommendation:

Town staff forwards this request for your consideration with a recommendation of approval.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission considered this request at their May 3, 2016 regularly scheduled meeting. Discussion was held.

A motion was made to approve the request with the following staff recommendations:

1. Retaining wall shall be a minimum of 3' in height and shall be constructed of the same stone used for the primary structure.
2. Update sign package to reflect changes to the proposed signs shown on the proposed elevations.

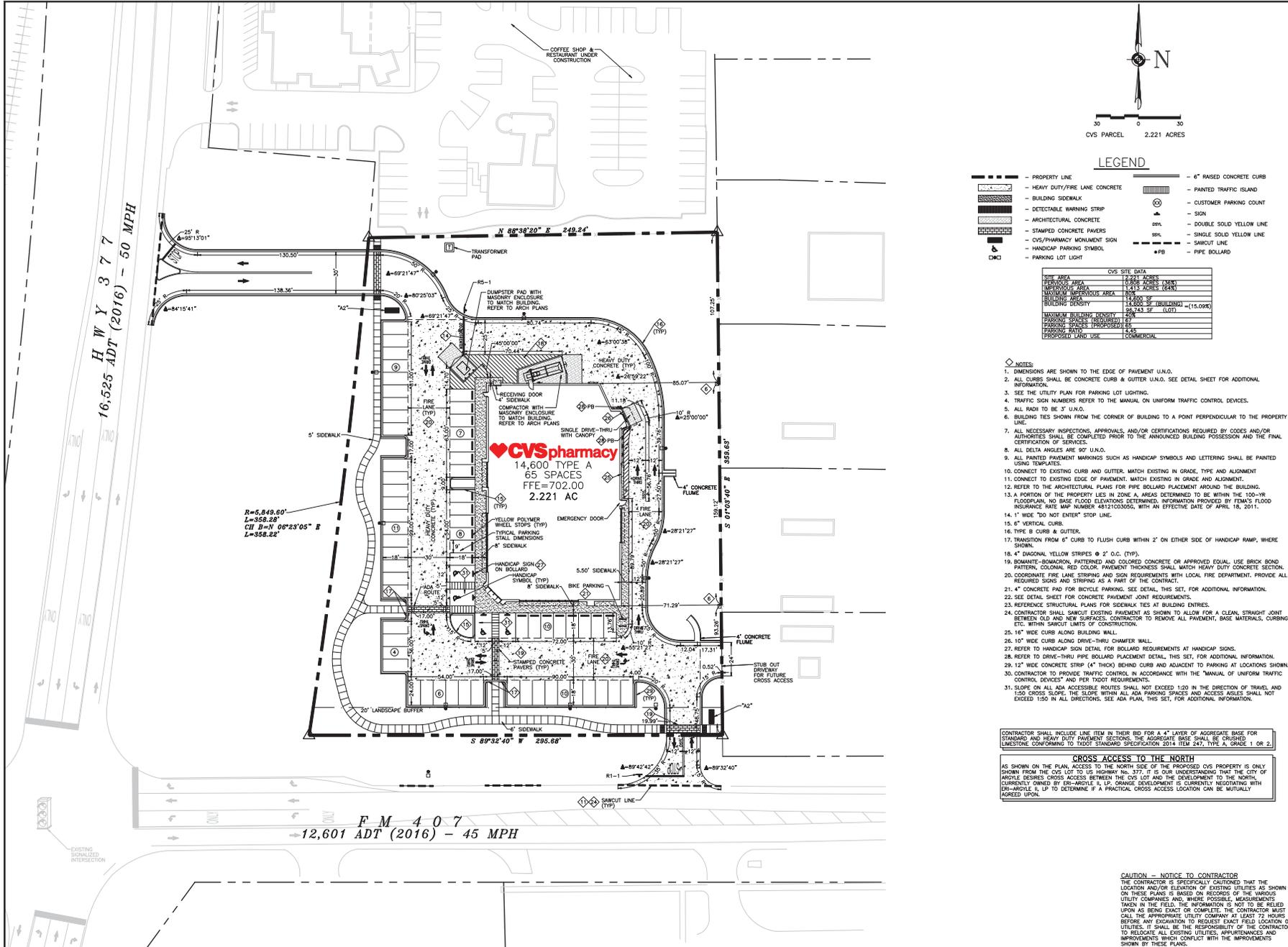
The motion carried unanimously by a vote of seven (7) in favor to none (0) in opposition.

Attachments:

Location Map
Site Plan
Ordinance
Zoning Exhibits

LOCATION MAP





CVS pharmacy
14600LR
LEFT HAND ENTRY
RIGHT BUMPOUT DRIVE-THRU
STORE NUMBER: 11091
PROJECT TYPE: NEW STORE
DEAL TYPE: TURN KEY
CVS PROJECT NUMBER: 99827

ARCHITECT OF RECORD
GENESIS DESIGN GROUP, INC.
421 W HARWOOD ROAD
SUITE 100
HURST, TEXAS 76054
TEL (817) 285-7444
FAX (817) 285-7316

CONSULTANT:
CARLSON CONSULTING ENGINEERS, INC.
7088 Leidospark Commons
Bartlett, TN 38133
Phone (601) 388-6404
Fax (601) 388-0710
CARLSON CONSULTING ENGINEERS, INC.
12548 REGISTERED ENGINEERING
SUITE F-5624
7084 LEIDOSPARK COMMONS
BARTLETT, TN 38133

DEVELOPER:
ORANGE DEVELOPMENT
1200 CORPORATE DRIVE
SUITE G-20
BIRMINGHAM, AL 35242
PH: (205) 420-2423
SEAL:
STATE OF TEXAS
JOSEPH PARSELY
104151
LICENSED PROFESSIONAL ENGINEER
7/1/14

REVISIONS:
CVS PROJECT MANAGER: J. MUTTER
DRAWING BY: D. BARNETT
DATE: 13 MAY 2016
JOB NUMBER: N/A
TITLE: **SITE PLAN**

SHEET NUMBER:
9 OF 24
COMMENTS:
NOT RELEASED FOR CONSTRUCTION

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

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, PROVIDING FOR A ZONING CHANGE FROM OR (OFFICE RETAIL) TO VC-MU (VILLAGE CENTER - MIXED-USE); ON APPROXIMATELY 2.22 ACRES, BEING BLOCK A, LOT 1, SCHROETKE ADDITION, MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS ATTACHED AS EXHIBIT "A," WHICH IS LOCATED ON THE NORTHEAST CORNER OF US HWY 377 AND FM 407, IN THE TOWN OF ARGYLE, DENTON COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner, Argyle 407 Partners, LLC, and the applicant, Orange Development, LLC, have applied for a zoning change from OR (Office Retail) to VC - MU (Village Center - Mixed-Use) on approximately 2.22 acres, being Block A, Lot 1, Schroetke Addition, more specifically described by metes and bounds attached as Exhibit "A," which is located on the northeast corner of US HWY 377 and FM 407 (all exhibits hereto are incorporated herein by reference as if copied in their entirety); and

WHEREAS, the Town of Argyle deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the Town, to enact a comprehensive zoning ordinance; and

WHEREAS, the Town Council has appointed a Planning and Zoning Commission to make recommendations on requested changes to the boundaries of the various original zoning districts along with appropriate regulations to be enforced therein; and

WHEREAS, Article III, Zoning, of the Town Development Standards, divides the Town into districts and contains regulations pertaining to such districts in accordance with a comprehensive plan and is designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public facilities; and

WHEREAS, the Planning and Zoning Commission has given reasonable consideration to, among other things, the character of the districts and their suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the Town; and

WHEREAS, the Planning and Zoning Commission of the Town of Argyle and the Town of Argyle Town Council, in full compliance with State Law with reference to changes to zoning classifications under the Town Development Standards and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the Town of Argyle is of the opinion that said change in zoning should be granted, as set forth herein; and

WHEREAS, the Town Council finds that the zoning of the property is consistent with the Comprehensive Plan;

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

SECTION 1. All matters stated hereinabove are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2. The property is hereby zoned as VC-MU (Village Center - Mixed Use). The Town's official zoning map is hereby amended to show the change in zoning district classification.

SECTION 3. All land shall be used only in the manner and for the purposes provided by the Town Development Standards of the Town of Argyle as heretofore amended, and as amended herein.

SECTION 4. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Town Development Standards of the Town of Argyle, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 5. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

SECTION 6. In addition to and accumulative of all other penalties, the Town shall have the right to seek injunctive relief for any and all violations of this ordinance.

SECTION 7. It has been found that there has been a change in conditions in the above described property; therefore; it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, this ordinance shall take effect immediately from and after its passage.

DULY PASSED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, on this the 24th day of May, 2016.

APPROVED:

Peggy Krueger, Mayor

APPROVED AS TO FORM:

ATTEST:

Matthew C.G. Boyle, Town Attorney

Kristi Gilbert, Town Secretary

EXHIBIT "A"

BEGINNING at a bolt found in a wooden post at the southwest corner of said Argyle 407 Partners tract, being in the east line of that certain tract of land described as 'Second Tract' in deed to the State of Texas, recorded in Volume 260, Page 480 of the Deed Records of Denton County, Texas, and being the northwest corner of that certain called 0.19 acre tract of land described in deed to the State of Texas, recorded in Volume 411, Page 587 of the Deed Records of Denton County, Texas, and being in the north line of F.M. 407;

THENCE northeasterly with the east line of said 'Second Tract' with a curve to the left having a radius of 5849.60 feet, a central angle of 03°39'28" and an arc length of 373.45 feet, whose chord bears N 06°27'26" E, with a chord distance of 373.39 feet, to a 1/2 inch rebar found at the most southerly southwest corner of that certain tract of land described in deed to Eri-Argyle II, LP, recorded in Document No. 2013-17627 of the Official Public Records of Denton County, Texas;

THENCE N 88°38'20" E, with the most southerly line of said Eri-Argyle II tract, a distance of 249.24 feet to a 1/2" rebar set with cap stamped "G&A CONSULTANTS" in the west line of Evans Trailer Park, an addition to the Town of Argyle, Denton County, Texas, according to the plat thereof recorded in Cabinet B, Page 321 of the Plat Records of Denton County, Texas, from which a cross tie fence post bears N 01°03'40" W, a distance of 257.27 feet;

THENCE S 01°03'40" E, with the west line of said Evan Trail Park, a distance of 374.63 feet to a cross tie fence post at the southwest corner thereof, being the northeast corner of said 0.19 acre tract, and being in the north line of F.F. 407;

THENCE S 89°32'40" W, with the north line of said 0.19 acre tract and the north line of F.M. 407, a distance of 298.12 feet, to the **POINT OF BEGINNING** and containing approximately 2.323 acres of land.



FM 407



HWY 377



CVS/pharmacy

CVS - FM 407 & HWY 377

Argyle, TX

ELEVATIONS RENDERING



Oklahoma Stone



Nichiha VintageWood
Cedar



Nichiha VintageWood
Bark

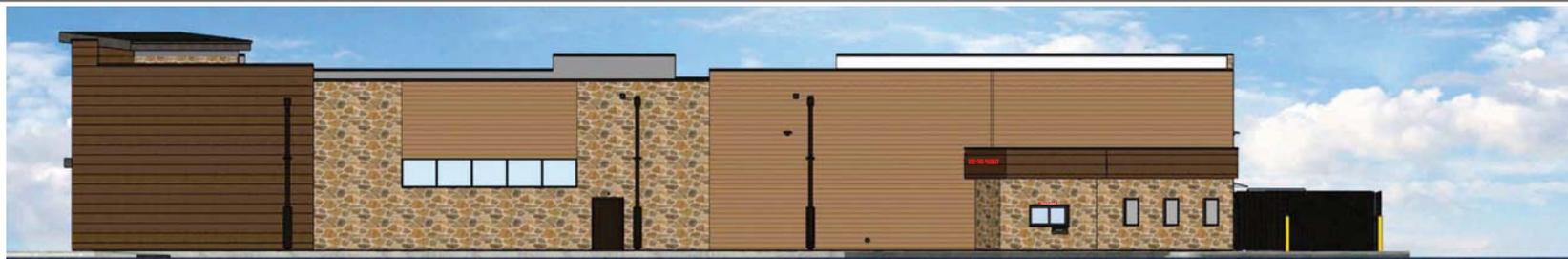


Canopy
Bronze





FRONT ELEVATION - SCALE: 1/16"=1'-0"



RIGHT ELEVATION - SCALE: 1/16"=1'-0"



LEFT ELEVATION - SCALE: 1/16"=1'-0"



REAR ELEVATION - SCALE: 1/16"=1'-0"



Work Order #

0381529Ar4

Sheet 2 of 9

Client

CVS/pharmacy #11091

Address

NEC Hwy 377 & FM 407
Argyle, TX

Account Rep.

WLF / DH

Designer

BR

Date

1-20-15

Approval / Date

| Client | |
|-------------|--|
| Sales | |
| Estimating | |
| Art | |
| Engineering | |
| Landlord | |

Revision / Date

| |
|----------------------------------|
| R1-BR/1-29-15: Update site plan. |
| R2-BR/3-11-16: Update site/art. |
| R2a-BR/3-14-16: Update art. |
| R3-BR/3-17-16: Update art. |
| R4-BR/5-10-16: Update art. |



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San Antonio 17319 San Pedro Ave. Ste. #200 San Antonio, TX 78232 210-349-3094 Fax 210-349-8724

West Coast 1335 Park Center Drive, Unit C Vista, CA 92081 760-967-7003 Fax 760-967-7033

Northeast US 965 Boster Avenue, Suite 250 Loudon, NY 42024 502-478-3075 Fax 502-412-0013

Florida 2584 Sand Hill Point Circle Daversport, FL 33637 866-424-1100 Fax 863-424-1160

Georgia 37 Waterfront Park Court Dawsonville, GA 30054 678-272-8502 Fax 678-249-8724

South Texas PO Box 125, 208 Dard Drive Portland, TX 75174 281-553-3099 Fax 281-442-0533

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D/F ILLUMINATED MONUMENT



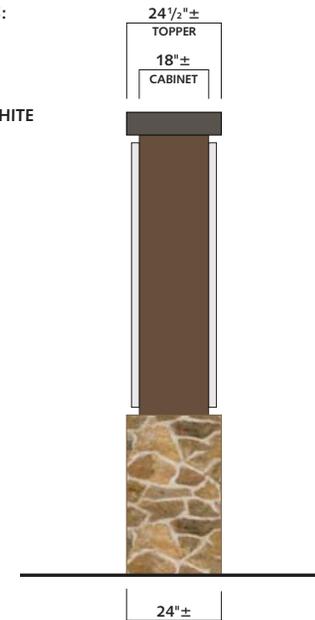
MANUFACTURE (2) ALUMINUM FABRICATED D/F MONUMENTS:

- ALUMINUM CAP WITH TEXTURED FINISH / PAINT TO MATCH BUILDING CORNICE (EXACT COLOR T.B.D.)
- ALUMINUM FABRICATED RETAINERS PAINTED STO COLONIAL WHITE
- ALUMINUM SIGN CABINET FRAME w/ .063" FILLER / TEXTURED FINISH (EXACT COLOR T.B.D.)
- .188" PIGMENTED WHITE LEXAN FACES w/ 1ST SURFACE 3M 3630-53 RED VINYL COPY w/ 7725-12 OPAQUE BLACK COPY OUTLINE
- INTERNALLY ILLUMINATED w/ 7100K WHITE LED MODULES
- MASONRY BASE TO MATCH BUILDING 'OKLAHOMA STONE'
- STEEL TUBE SUPPORT & FOUNDATION TO BE DETERMINED PER LOCAL CODES, WINDLOAD REQUIREMENTS & SOIL CONDITIONS

A1
A2

DOUBLE FACE MONUMENT SCALE: 3/8"=1'-0"

A1 A2
(2) REQUIRED



END VIEW



| | |
|------------------------|-------------------|
| Work Order # | |
| 0381529Ar4 | |
| Sheet | 3 of 9 |
| Client | |
| CVS/pharmacy #11091 | |
| Address | |
| NEC Hwy 377 & FM 407 | |
| Argyle, TX | |
| Account Rep. | WLF / DH |
| Designer | BR |
| Date | 1-20-15 |
| Approval / Date | |
| Client | |
| Sales | |
| Estimating | |
| Art | |
| Engineering | |
| Landlord | |
| Revision / Date | |
| R1-BR/1-29-15: | Update site plan. |
| R2-BR/3-11-16: | Update site/art. |
| R2a-BR/3-14-16: | Update art. |
| R3-BR/3-17-16: | Update art. |
| R4-BR/5-10-16: | Update art. |



| | |
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| West Coast | 1333 Park Center Drive, Unit C Vista, CA 92081 760-967-7003 Fax: 760-967-7033 |
| Northeast US | 965 Baxter Avenue, Suite 250 Lynchburg, VA 24504 802-678-3075 Fax: 802-412-0013 |
| Florida | 2584 Sand Hill Point Circle Davensport, FL 33637 866-424-1100 Fax: 863-424-1160 |
| Georgia | 37 Waterfront Park Court Dunwoody, GA 30034 578-724-8502 Fax: 216-349-8724 |
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PRIMARY ILLUMINATED LETTERS

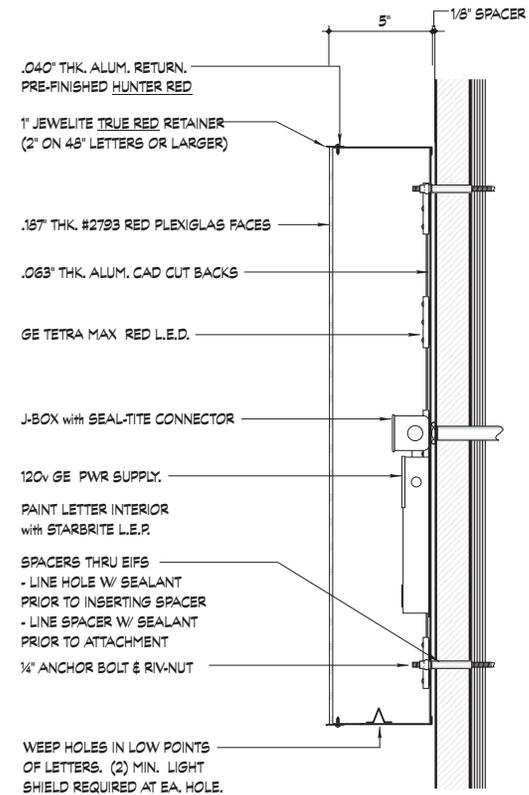


B1 PRIMARY CHANNEL LETTER LAYOUT

SCALE: 1/4"=1'-0"

(2) SETS REQUIRED - MFR. & INSTALL

NOTE: 2" TRIMCAP ON 48" LETTERS AND LARGER



L.E.D. LETTER SECTION NTS



| | |
|------------------------------------|-------------------|
| Work Order # | |
| 0381529Ar4 | |
| Sheet 4 of 9 | |
| Client | |
| CVS/pharmacy #11091 | |
| Address | |
| NEC Hwy 377 & FM 407 Argyle, TX | |
| Account Rep. | WLF / DH |
| Designer | BR |
| Date | 1-20-15 |
| Approval / Date | |
| Client | |
| Sales | |
| Estimating | |
| Art | |
| Engineering | |
| Landlord | |
| Revision / Date | |
| R1-BR/1-29-15: | Update site plan. |
| R2-BR/3-11-16: | Update site/art. |
| R2a-BR/3-14-16: | Update art. |
| R3-BR/3-17-16: | Update art. |
| R4-BR/5-10-16: | Update art. |



| | |
|--|---|
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| Northeast US | 965 Baxter Avenue, Suite 250 Lynchburg, VA 42024 502-478-3075 Fax: 502-412-0013 |
| Florida | 2584 Sand Hill Point Circle Davensport, FL 32837 888-424-1100 Fax: 888-424-1160 |
| Georgia | 37 Waterfront Park Court Dunwoody, GA 30034 578-724-8822 Fax: 215-249-8724 |
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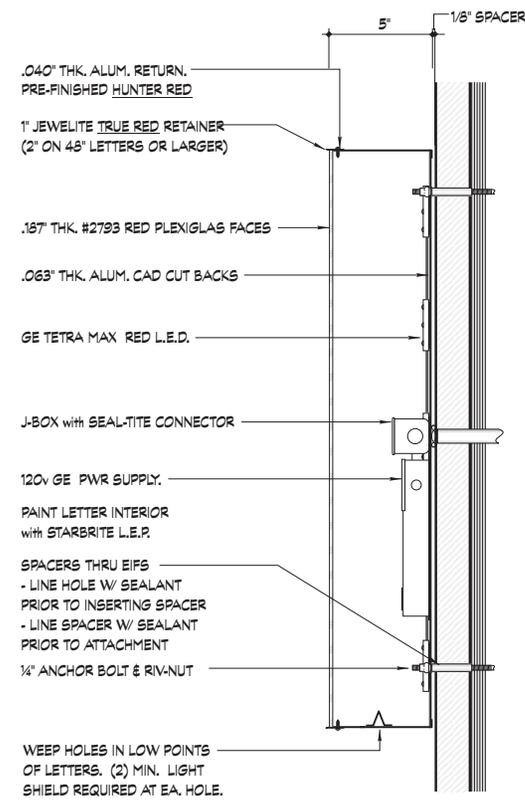
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18" ANCILLARY ILLUMINATED LETTERS



18" ANCILLARY ILLUMINATED LETTERS SCALE: 3/8"=1'-0"



L.E.D. LETTER SECTION NTS



| | |
|------------------------------------|-------------------|
| Work Order # | |
| 0381529Ar4 | |
| Sheet 5 of 9 | |
| Client | |
| CVS/pharmacy #11091 | |
| Address | |
| NEC Hwy 377 & FM 407 Argyle, TX | |
| Account Rep. | WLF / DH |
| Designer | BR |
| Date | 1-20-15 |
| Approval / Date | |
| Client | |
| Sales | |
| Estimating | |
| Art | |
| Engineering | |
| Landlord | |
| Revision / Date | |
| R1-BR/1-29-15: | Update site plan. |
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| R2a-BR/3-14-16: | Update art. |
| R3-BR/3-17-16: | Update art. |
| R4-BR/5-10-16: | Update art. |



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| South Texas | P.O. Box 125, 208 Duval Drive Portland, TX 75774 281-553-3000 Fax: 281-442-0523 |

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FINAL ELECTRICAL CONNECTION BY CUSTOMER



9" DTP ILLUMINATED LETTERS

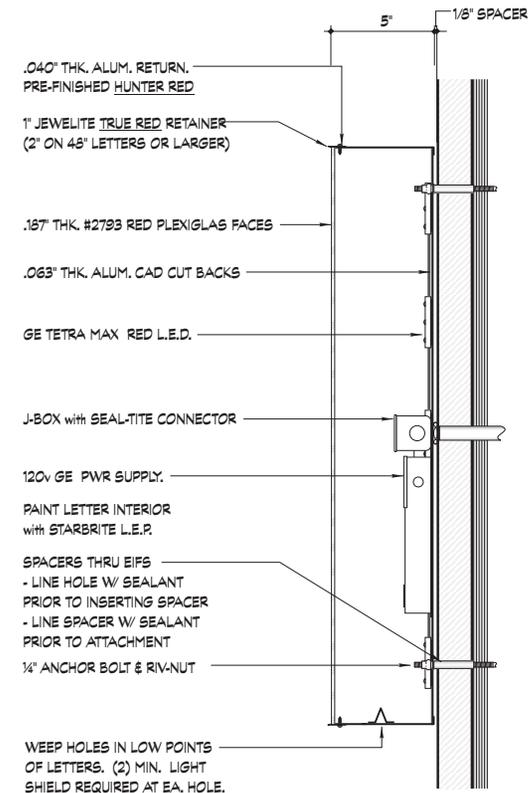


9" DTP ILLUMINATED LETTERS

SCALE: 3/4"=1'-0"

B6a

(1) SET REQUIRED - MFR. & INSTALL



L.E.D. LETTER SECTION NTS



| | |
|------------------------------------|-------------------|
| Work Order # | |
| 0381529Ar4 | |
| Sheet | 6 of 9 |
| Client | |
| CVS/pharmacy #11091 | |
| Address | |
| NEC Hwy 377 & FM 407 Argyle, TX | |
| Account Rep. | WLF / DH |
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| R1-BR/1-29-15: | Update site plan. |
| R2-BR/3-11-16: | Update site/art. |
| R2a-BR/3-14-16: | Update art. |
| R3-BR/3-17-16: | Update art. |
| R4-BR/5-10-16: | Update art. |

Chandler Signs
Brand Image Signs Here

chandler signs.com

National Headquarters
3291 Manor Way
Dallas, TX 75225
214-905-2000 Fax: 214-902-2044

San Antonio
17319 San Pedro Ave. Ste. #200
San Antonio, TX 78232
210-349-3804 Fax: 210-349-8724

West Coast
1333 Park Center Drive, Unit C
Vista, CA 92081
760-967-7003 Fax: 760-967-7033

Northeast US
965 Baxter Avenue, Suite 250
Lynchburg, VA 42024
502-478-3075 Fax: 502-412-0013

Florida
2584 Sand Hill Point Circle
Davensport, FL 32837
888-421-1100 Fax: 888-424-1160

Georgia
37 Waterfront Park Court
Dunwoody, GA 30034
678-724-8822 Fax: 678-349-8724

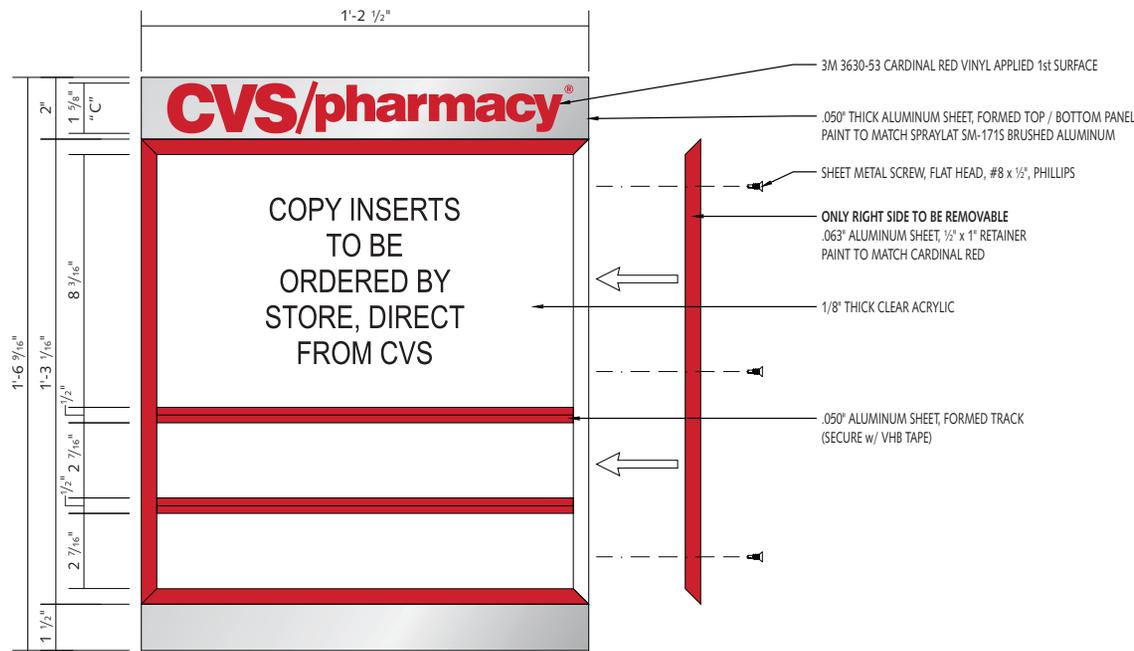
South Texas
P.O. Box 125, 208 Duval Drive
Portland, TX 75774
281-553-3400 Fax: 281-442-0533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 605 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BE SEAL & LABELLED.

HOURS PLAQUE



B12 OPEN HOURS PLAQUE 3"=1'-0"

CVS-HOURS 1.91 Sq. Ft.

(1) REQUIRED
ALUMINUM TOP w/ APPLIED VINYL READING "CVS/pharmacy" - ALUMINUM BOTTOM PANEL

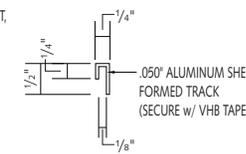
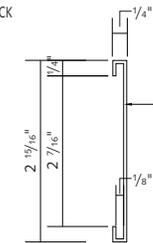
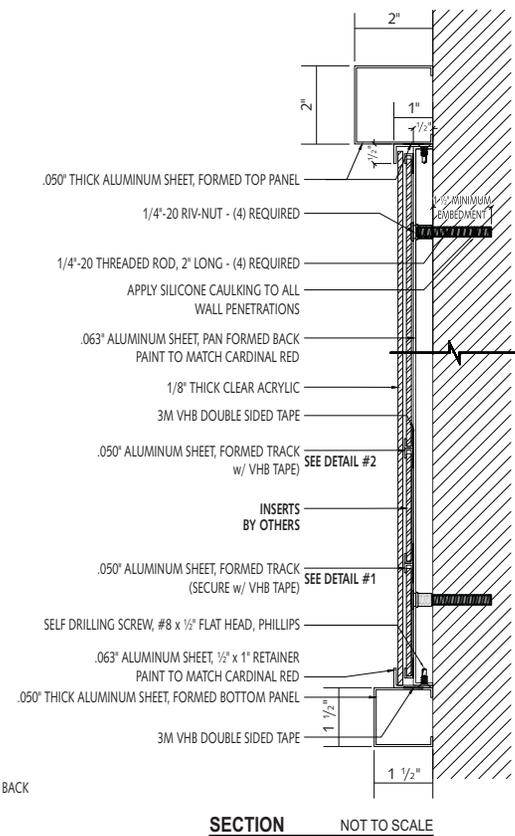
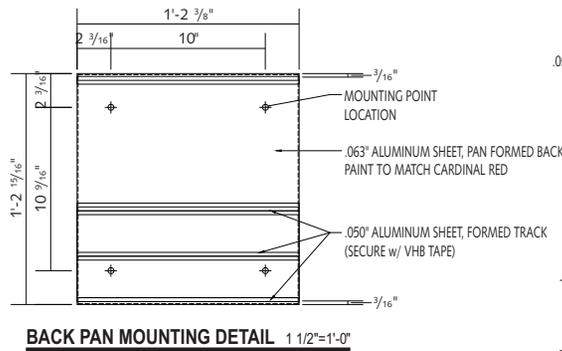
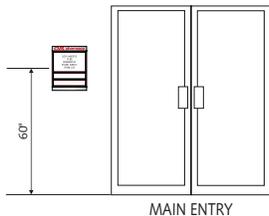
INSERT CHANNELS TO BE EITHER:
(A) CHEMICALLY BONDED TO SIGN FACE (PER ENGINEERING) OR
(B) OF U-CHANNEL CONSTRUCTION & FASTENED FROM BEHIND w/ RIVETS (PER ENGINEERING)

INSTALL DIRECTIVE

INSTALL THE HOURS PLAQUE ON THE LEFT SIDE OF THE BRICK 60" UP FROM GRADE TO CENTERLINE AND WITHIN 4 FEET OF THE ENTRANCE.

PLACEMENT MOVES TO THE RIGHT SIDE IF THE LEFT DOES NOT FIT.

ALTERNATIVE OPTION IS TO INSTALL INSIDE THE VESTIBULE TO THE WALL AT SAME HT. CALLOUT.



Work Order #
0381529Ar4

Sheet 8 of 9

Client
CVS/pharmacy #11091

Address
NEC Hwy 377 & FM 407
Argyle, TX

Account Rep. WLF / DH
Designer BR
Date 1-20-15

Approval / Date

| | |
|-------------|--|
| Client | |
| Sales | |
| Estimating | |
| Art | |
| Engineering | |
| Landlord | |

Revision / Date

| | |
|----------------------------------|--|
| R1-BR/1-29-15: Update site plan. | |
| R2-BR/3-11-16: Update site/art. | |
| R2a-BR/3-14-16: Update art. | |
| R3-BR/3-17-16: Update art. | |
| R4-BR/5-10-16: Update art. | |

Chandler Signs
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National Headquarters 3291 Manor Way
Dallas, TX 75225
214-905-2000 Fax: 214-902-2044

San Antonio 17319 San Pedro Ave. Ste. #200
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West Coast 1333 Park Center Drive, Unit C
Irvine, CA 92618
714-967-7003 Fax: 714-967-7033

Northeast US 965 Baxter Avenue, Suite 250
Lynchburg, VA 42024
540-478-2075 Fax: 540-412-0013

Florida 2584 Sand Hill Point Circle
Davensport, FL 32837
888-424-1100 Fax: 888-424-1160

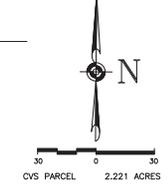
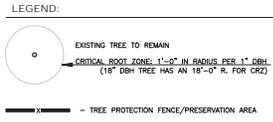
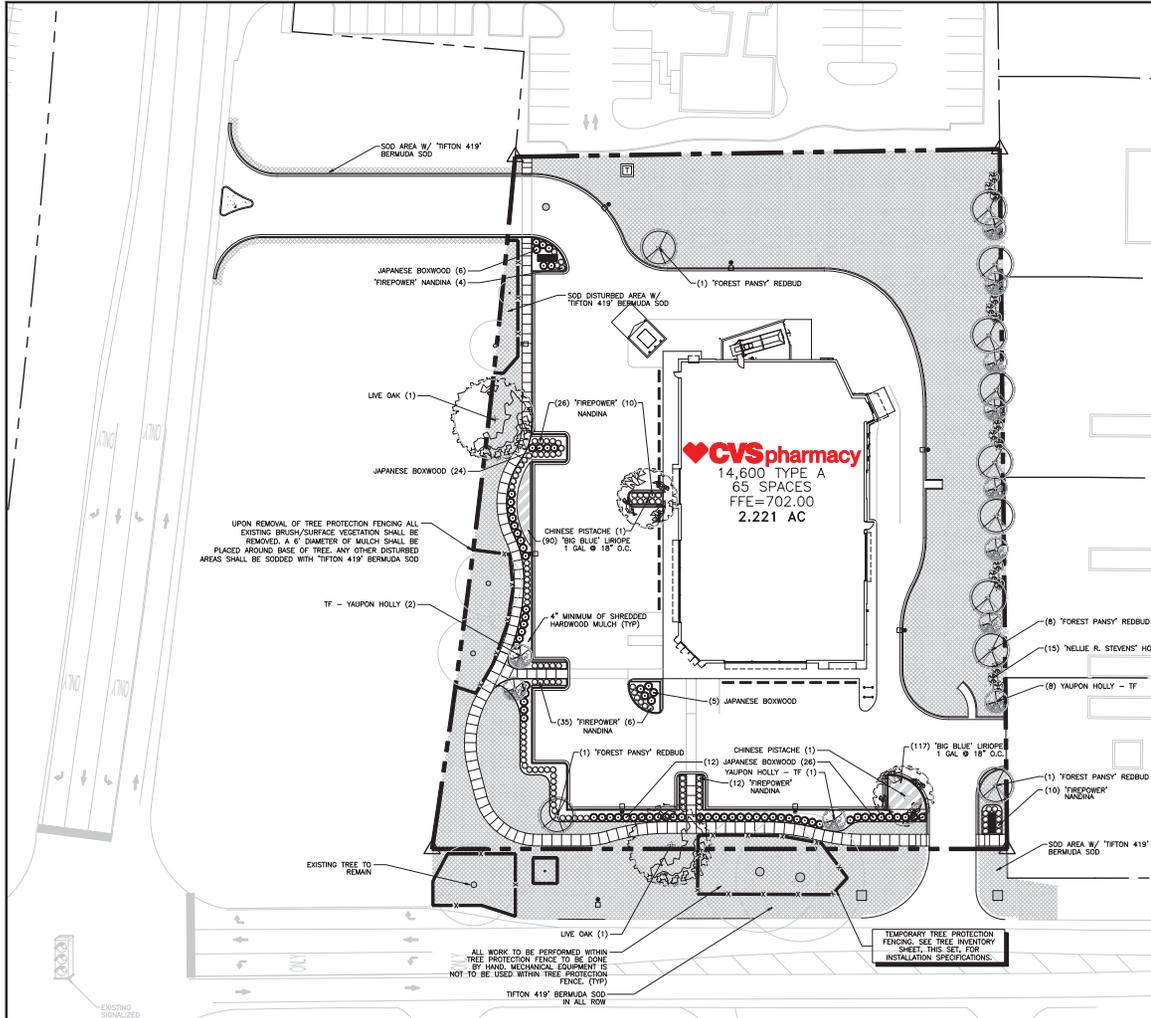
Georgia 37 Woodmont Park Court
Brownsville, GA 30534
578-724-8822 Fax: 578-349-8724

South Texas 920 Dow Hwy, 208/2nd Drive
Portland, TX 75754
817-553-3500 Fax: 817-442-0523

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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ALL UNSURFACED AREAS SHALL RECEIVE A 8" LAYER OF SUITABLE TOPSOIL AND SOD. WATER UNITS A HEALTHY STAND OF GRASS IS OBTAINED.

SOD SHALL BE PEGGED ON ALL 3:1 SLOPES OR STEEPER IN ORDER TO HOLD SOD IN PLACE. SEE SITING SPECIFICATIONS FOR OTHER REQUIREMENTS.

UNLESS SHOWN OTHERWISE, ALL LARGE CANOPY TREES SHALL MAINTAIN 25' HORIZONTAL CLEARANCE FROM ALL OVERHEAD UTILITY LINES AND 10' HORIZONTAL CLEARANCE FROM ALL UNDERGROUND UTILITY LINES.

ALL LANDSCAPE AREAS SHALL BE FULLY IRRIGATED AS SHOWN ON THE IRRIGATION PLAN. SEE IRRIGATION PLAN, THIS SET, FOR ADDITIONAL INFORMATION.

MAINTENANCE REQUIREMENT
GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL INSTALLED LANDSCAPING, INCLUDING GRASS MOWING, UP TO THE CVS STORE GRAND OPENING.

UPON REMOVAL OF TREE PROTECTION FENCING ALL EXISTING BRUSH/SURFACE VEGETATION SHALL BE REMOVED. A 6" DIAMETER OF MULCH SHALL BE PLACED AROUND BASE OF TREE. ANY OTHER DISTURBED AREAS SHALL BE SODDED WITH "TIFTON 419" BERMUDA SOD

ALL WORK TO BE PERFORMED WITHIN TREE PROTECTION FENCE TO BE DONE BY HAND. MECHANICAL EQUIPMENT IS NOT TO BE USED WITHIN TREE PROTECTION FENCE. THIS SET, FOR INSTALLATION SPECIFICATIONS.

EXISTING TREE INVENTORY SUMMARY:
(FOR THE PART 5, DEVELOPMENT STANDARDS MODEL, TEXAS, ADOPTED 10/26/2010 REFER TO TREE INVENTORY/PRESERVATION PLAN FOR MORE INFORMATION)

| TOTAL TREES INVENTORY/ON-SITE | TOTAL TREES TO BE PRESERVED/ON-SITE |
|---|---|
| 93 = TREES WITH 1,260" CAL-IN | 90 = TREES WITH 1219" CAL-IN |
| 25 = TREES WITH 319" CAL-IN | 1,009" 3" MIN CAL TREES TOTAL 321" CAL-IN |
| REPLACEMENT TREES TO BE PLANTED ON-SITE | REPLACEMENT TREES TO BE PLANTED OFF-SITE |
| (267) 3" MIN CAL TREES TOTAL 78" CAL-IN | (81) 3" MIN CAL TREES TOTAL 243" CAL-IN |

TOWN OF ARGYLE SECTION 14.3.53 FORM-BASED ZONING DISTRICTS

14.3.53-7 DEVELOPMENT STANDARDS
14.3.53-7 - 8 - 12 - LANDSCAPING STANDARDS
LANDSCAPING ALONG I-35W, US 377, AND FM 407: THE FRONTSIDES OF THESE MAJOR ROADWAYS SHALL BE TREATED DIFFERENTLY FROM INTERNAL STREETS WITHIN THE FB ZONING DISTRICTS. THE FOLLOWING MINIMUM STANDARDS SHALL APPLY (UNLESS ALTERNATIVE STANDARDS ARE PROPOSED BY THE APPLICANT AND APPROVED AS PART OF THE MAP).
a. A LANDSCAPED YARD OF A MINIMUM WIDTH OF 20' SHALL BE REQUIRED ON ALL LOTS WITH FRONTAGE ALONG I-35W, US 377, AND FM 407. A 20' WIDE BUFFER SHALL BE PROVIDED ALONG FM 407.
b. LANDSCAPING REQUIRED: THE FOLLOWING PLANTINGS SHALL BE REQUIRED WITHIN THE REQUIRED YARD PER EVERY 100' OF LINEAR FRONTAGE ALONG THE SPECIFIC ROADWAY:
1) 3 SHADE TREES
2) 6 ORNAMENTAL TREES,
3) 8 SHRUBS
4) GROUND COVER, ORNAMENTAL GRASSES, OR TURF GRASSES FOR THE REMAINING UNPAVED AREAS
DUE TO MATURING EXISTING TREES BEING PRESERVED ALONG FM 407, SOME REQUIRED TREES SHALL BE PLANTED ELSEWHERE ALONG THE STORE FRONTAGE ERM-02 - 294 LF STREET FRONTAGE / 100 - 296
3 SHADE TREES X 2' 96 - 9 SHADE TREES REQUIRED (2 LIVE OAKS SHALL BE PLANTED)
8 UNDERSTORY TREES X 9' 96 - 18 UNDERSTORY TREES REQUIRED (2 YALPUN HOLLY TREES AND 1 FOREST PANSY REDBUD)
8 SHRUBS X 2' 96 - 24 SHRUBS REQUIRED (191 SHRUBS TOTAL SHALL BE PLANTED ON SITE)
*EXISTING TREES ON SITE ALONG HWY 377, TOTALING 41" (13 - 3" C TREES) SHALL COUNT TOWARDS TREE REQUIREMENTS.
*UPON APPROVAL, EXISTING TREES IN R.O.W. ADJACENT TO FM 407, TOTALING 122' 41" 3" C TREES SHALL FULFILL STREET TREE REQUIREMENT.
c. A MINIMUM SIX (6) FOOT WIDE SIDEWALK SHALL BE REQUIRED ALONG THESE FRONTSIDES. SUCH A FACILITY MAY BE PLACED WITHIN THE REQUIRED 20' YARD, IN LIEU OF A SIDEWALK ALONG THE I-35W FRONTAGE ROADS, ALTERNATIVE PEDESTRIAN CONNECTIVITY ALIGNMENTS MAY BE PROPOSED BY AN APPLICANT AND APPROVED THROUGH THE MAP PROCESS.
d. A SIDEWALK SHALL BE PLACED IN THE 20' LANDSCAPE YARD ALONG FM 407
e. SPECIFIC TO THE VILLAGE CENTER FB ZONING DISTRICT

| 7.0 LANDSCAPE AND STREETScape | VILLAGE CENTER - MIXED USE |
|---|---|
| 1. LANDSCAPE BUFFER BETWEEN SURFACE PARKING AND SIDEWALKS/TRAILS AND STREETS (EXCEPT ALLEYS) | REQUIRED/ FLEXIBLE 3' MAX HEIGHT SHRUB BUFFER SHALL BE PLACED BETWEEN PARKING AND SIDEWALK / STREET ALONG FM 407 TO GREEN VEHICULAR USE AREA. |
| 2. PARKING LOT MINIMUM INTERIOR LANDSCAPING | FLEXIBLE INTERIOR CANOPY AND UNDERSTORY TREES SHALL BE PLACED WITHIN THE INTERIOR PARKING AREA WHERE UTILITIES AND SITE VISIBILITY CONCERNS SHALL ALLOW. |
| b. LIGHTING 1. STREET LIGHTING 2. BUILDING ENTRANCES 3. PARKING AREAS, TRAILS, AND STREETS | REQUIRED/ FLEXIBLE ALL PROPOSED LIGHTING SHALL MEET CITY'S REQUIREMENTS |

PLANT SCHEDULE

NOTE: ALL SIZES AND CONDITION OF NURSERY STOCK SHALL MEET THE STANDARDS ESTABLISHED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN.

| QTY | SYM | BOTANICAL NAME | COMMON NAME | INSTALLED SIZE | SPACING | CONDITION | REMARKS |
|---------------|------|----------------------------------|---------------------------------------|-------------------------------|----------|-----------|------------------------------|
| TREES | | | | | | | |
| 11 | (1) | CERCIS CANADENSIS 'FOREST PANSY' | 'FOREST PANSY' REDBUD | 3" C MIN / 10" MIN HT | AS SHOWN | B&B/CONT | SINGLE TRUNK, UNIFORM GROWTH |
| 11 | (2) | ILEX VOMITORIA | YALPUN HOLLY - TF (TREE FORM) | 3" C MIN (TOTAL) / 10" MIN HT | AS SHOWN | B&B/CONT | FLYER TREE 1/2" DBH |
| 2 | (3) | PISTACHIA CHINENSIS | CHINESE PISTACHE | 3" C MIN / 12" MIN HT | AS SHOWN | B&B/CONT | FULL HEAD w/UNIFORM GROWTH |
| 2 | (4) | QUERCUS VIRGINIANA | LIVE OAK | 3" C MIN / 12" MIN HT | AS SHOWN | B&B/CONT | FULL HEAD w/UNIFORM GROWTH |
| SHRUBS | | | | | | | |
| 73 | (5) | BUXUS MICROPHYLLA JAPONICA | JAPANESE BOXWOOD | 5 GAL / 24 - 30" MIN HT | AS SHOWN | B&B/CONT | FULL HEAD, UNIFORM GROWTH |
| 15 | (8) | ILEX X 'NELLIE R. STEVENS' | NELLIE R STEVENS HOLLY | 5 GAL / 24 - 30" MIN HT | AS SHOWN | B&B/CONT | FULL HEAD, UNIFORM GROWTH |
| 103 | (10) | NANDINA DOMESTICA 'FIREPOWER' | NANDINA 'FIREPOWER' | 5 GAL / 24 - 30" MIN HT | AS SHOWN | B&B/CONT | FULL HEAD, UNIFORM GROWTH |
| GROUND COVER: | | | | | | | |
| FILE AREA | | CYNODON DACTYLON 'TIFTON 419' | TURF TYPE 'TIFTON 419' BERMUDA SOD | SOLID SOD | AS SHOWN | SLAB/ROLL | WEED FREE & ACTIVELY GROWING |
| 207 | | LIROPE MUSCARI 'BIG BLUE' | 'BIG BLUE' LIROPE | 6" HT / 1 GAL | 18" O.C. | CONT | FULL POT, 3 BIB MIN. |
| FILE AREA | | | 4" MINIMUM OF SHREDDED HARDWOOD MULCH | | | | |

NOTE: SIZE SYMBOLS SHOWN IN TABLE ABOVE ARE FOR SPECIES IDENTIFICATION ONLY. PLANT SIZE SHOWN IN THE TABLE IS NOT INTENDED TO BE REPRESENTATIVE OF THE PLANT AT EITHER INSTALLATION OR MATURITY. SIZE OF SYMBOLS SHOWN IN TABLE ABOVE MAY VARY FROM THOSE SHOWN ON PLANS.

NOTE: NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.



14600LR
LEFT HAND ENTRY
RIGHT BUMPOUT DRIVE-THRU
STORE NUMBER: 11091
NEC - FM 407 & HIGHWAY 377
ARGYLE, TEXAS
PROJECT TYPE: NEW STORE
DEAL TYPE: TURN KEY
CS PROJECT NUMBER: 99827

ARCHITECT OF RECORD

GENESIS DESIGN GROUP, INC.
421 W HAWWOOD ROAD
SUITE 100
HURST, TEXAS 76054
TEL (817) 285-7444
FAX (817) 285-7318

CONSULTANT:

CARLSON CONSULTING ENGINEERS, INC.
708 Ledestone Commons
Bartlett, TN 38133
Phone (901) 384-5044
Fax (901) 384-0710

CARLSON CONSULTING ENGINEERS, INC.
TEXAS REGISTERED ENGINEERING
FIRM F-5624
708 LEDESTONE COMMONS
BARTLETT, TN 38133

DEVELOPER:

ORANGE DEVELOPMENT
1200 CORPORATE DRIVE
SUITE C-60
BIRMINGHAM, AL 35242
PH. (205) 408-3443

SEAL:



REVISONS:

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: 13 MAY 2016

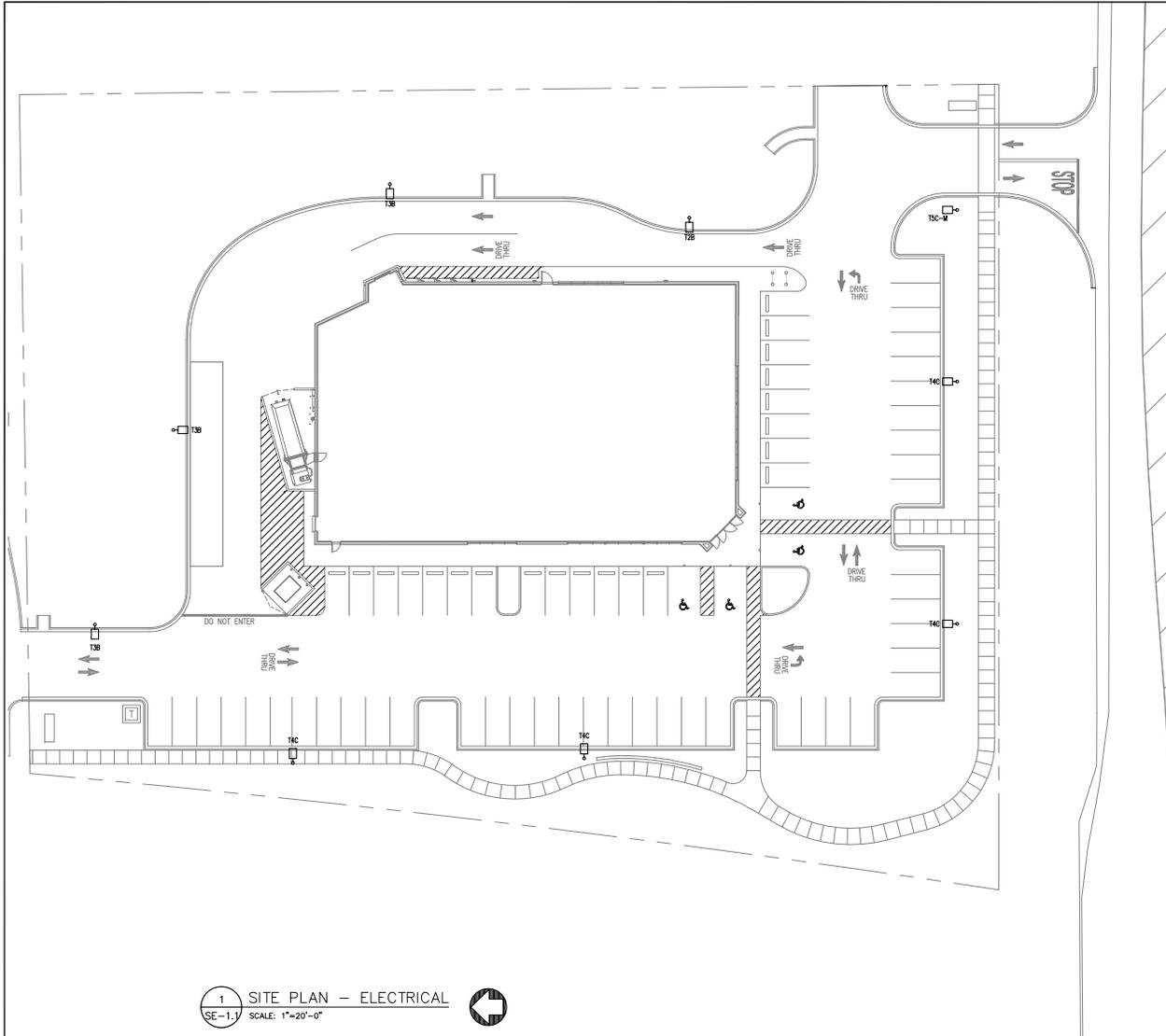
TITLE: PLANTING PLAN

JOB NUMBER: N/A

SHEET NUMBER:

14 OF 24

COMMENTS:
NOT RELEASED FOR CONSTRUCTION



FM 407

1 SITE PLAN - ELECTRICAL
SE-1.1 SCALE: 1"=20'-0"

LIGHTING FIXTURE SCHEDULE
ALL FIXTURES SHALL BE PURCHASED THROUGH THE NATIONAL ACCOUNT VENDOR

REFER TO ELECTRICAL SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS WHICH MAY NOT NECESSARILY BE REFLECTED IN CATALOG NUMBER AND/OR DESCRIPTION IN THIS SCHEDULE.

| MARK | DESCRIPTION | MOUNTING | VOLT | LAMPS | REMARKS |
|-------|---|------------------------------|------|----------|---|
| T2B | (1) SPALLING #C1-60L-4K-2 WITH 25'-0" POLE, ARM MOUNT SINGLE LUMINAIRE. POLE BASE 3'-0". | POLE MOUNTED RE: 3/SE-1.1 | 120 | 60 LED'S | PROVIDE GREY FINISH. PROVIDE POLE WIND RATING FOR AREA INSTALLED. |
| T3B | (1) SPALLING #C1-60L-4K-3 WITH 25'-0" POLE, ARM MOUNT SINGLE LUMINAIRE. POLE BASE 3'-0". | POLE MOUNTED RE: 3/SE-1.1 | 120 | 60 LED'S | PROVIDE GREY FINISH. PROVIDE POLE WIND RATING FOR AREA INSTALLED. |
| T4C | (1) SPALLING #C1-60L-4K-4 WITH 25'-0" POLE, ARM MOUNT SINGLE LUMINAIRE. POLE BASE 3'-0". | POLE MOUNTED RE: 3/SE-1.1 | 120 | 60 LED'S | PROVIDE GREY FINISH. PROVIDE POLE WIND RATING FOR AREA INSTALLED. |
| T5C-M | (1) SPALLING #C1-60L-4K-5M WITH 25'-0" POLE, ARM MOUNT SINGLE LUMINAIRE. POLE BASE 3'-0". | POLE MOUNTED RE: 3/SE-1.1 | 120 | 60 LED'S | PROVIDE GREY FINISH. PROVIDE POLE WIND RATING FOR AREA INSTALLED. |

CVS pharmacy
TYPE A-14600-LEFT CHAMFER DRIVE-THRU
STORE NUMBER: TBD
 NEC - FM 407 & HIGHWAY 377
 ARGYLE, TEXAS
PROJECT TYPE: NEW STORE
DEAL TYPE: TURKEY
CS PROJECT NUMBER: 99827

ARCHITECT OF RECORD
 GENESIS DESIGN GROUP, INC.
 421 W HARWOOD ROAD
 SUITE 100
 HURST, TEXAS 76054
 TEL (817) 285-7444
 FAX (817) 285-7318

STRUCTURAL ENGINEER:
 HUNT & JOINER, INC.
 1825 MARKET CENTER BLVD.
 STE 620
 DALLAS, TEXAS 75275
 TEL (214) 760-7000
 FAX (214) 760-7050

MEP ENGINEER:
 DON FENN
 635 WESTPORT PARKWAY, STE 300
 GRAPEVINE, TX. 76051
 TEL (817) 410-2858
 FAX (817) 251-8411

DEVELOPER:
 ORANGE BECKLEY, LLC
 1200 CORPORATE DRIVE
 SUITE G-50
 BIRMINGHAM, AL 35242
 TEL (205) 408-3443

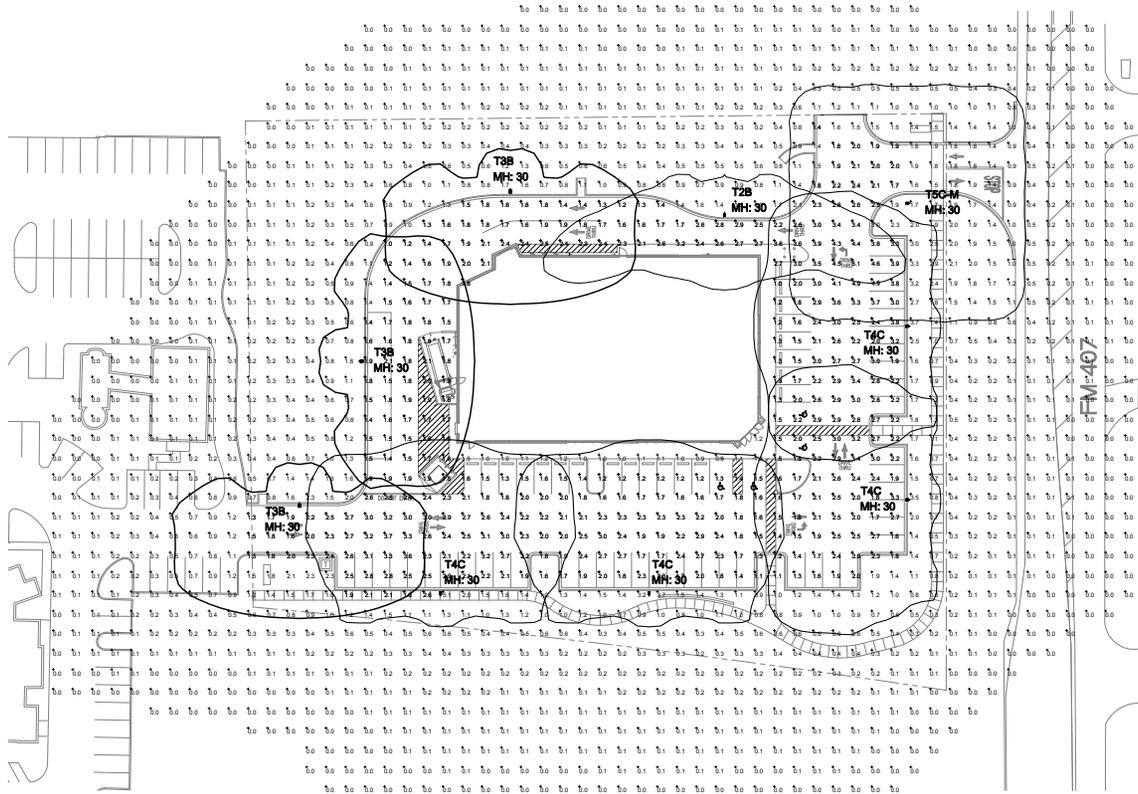
SEAL:

 4/25/16

REVISIONS:

DRAWING BY:
 DATE: 12 APRIL 2016
 JOB NUMBER: 16-012
 TITLE:
SITE PLAN ELECTRICAL
 SHEET NUMBER:
SE-1.1
 COMMENTS:
 PRELIMINARY PHOTOMETRIC

| Luminaire Schedule | | | | | | | | | |
|---------------------------|-------|-----|-------------|---------------|-------------|-------|------------|------------|-------------|
| Project: HUBBELL LIGHTING | | | | | | | | | |
| Symbol | Label | Qty | Arrangement | Description | Lum. Lumens | LMF | Lum. Watts | Arr. Watts | Total Watts |
| ■ | T2B | 1 | SINGLE | CL1-60L-4K-2 | 14984 | 0.903 | 135 | 135 | 135 |
| ■ | T3B | 3 | SINGLE | CL1-60L-4K-3 | 14987 | 0.903 | 135 | 135 | 405 |
| ■ | T4C | 4 | SINGLE | CL1-90L-4K-4 | 22286 | 0.903 | 205 | 205 | 820 |
| ■ | T5C-M | 1 | SINGLE | CL1-90L-4K-5M | 22678 | 0.903 | 205 | 205 | 205 |



1 PHOTOMETRIC SITE PLAN
SE-1.2 SCALE: 1" = 30'-0"

| Calculation Summary | | | | | | | | | |
|--------------------------------|-------------|-------|------|-----|-----|---------|---------|---------|---------|
| Project: HUBBELL LIGHTING | | | | | | | | | |
| Label | Calc/Type | Units | Avg | Max | Min | Avg/Min | Max/Min | PISp/Lr | PISp/Tb |
| Calc/Pts Extending Out To Zero | illuminance | Fc | 0.77 | 5.1 | 0.0 | N.A. | N.A. | 10 | 10 |
| CVS Parking and Drives | illuminance | Fc | 2.16 | 5.1 | 1.0 | 2.16 | 5.10 | 10 | 10 |

| Luminaire Schedule | | | | | | |
|---|-------|-----|-------------|-------------|-------------|-----|
| Project: FIXTURES BY OTHERS - HUBBELL IS NOT RESPONSIBLE FOR THE PERFORMANCE OF LUMINAIRES MANUFACTURED BY OTHERS | | | | | | |
| Symbol | Label | Qty | Arrangement | Description | Lum. Lumens | LMF |
| | | | | | | |

CVS pharmacy
TYPE A-14600-LEFT CHAMFER DRIVE-THRU
STORE NUMBER: TBD
 NEC - FM 407 & HIGHWAY 377
 ARGYLE, TEXAS
PROJECT TYPE: NEW STORE
DEAL TYPE: TURKEY
CS PROJECT NUMBER: 99827

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 1200 CORPORATE DRIVE
 SUITE G-50
 BIRMINGHAM, AL 35242
 TEL (205) 408-3443

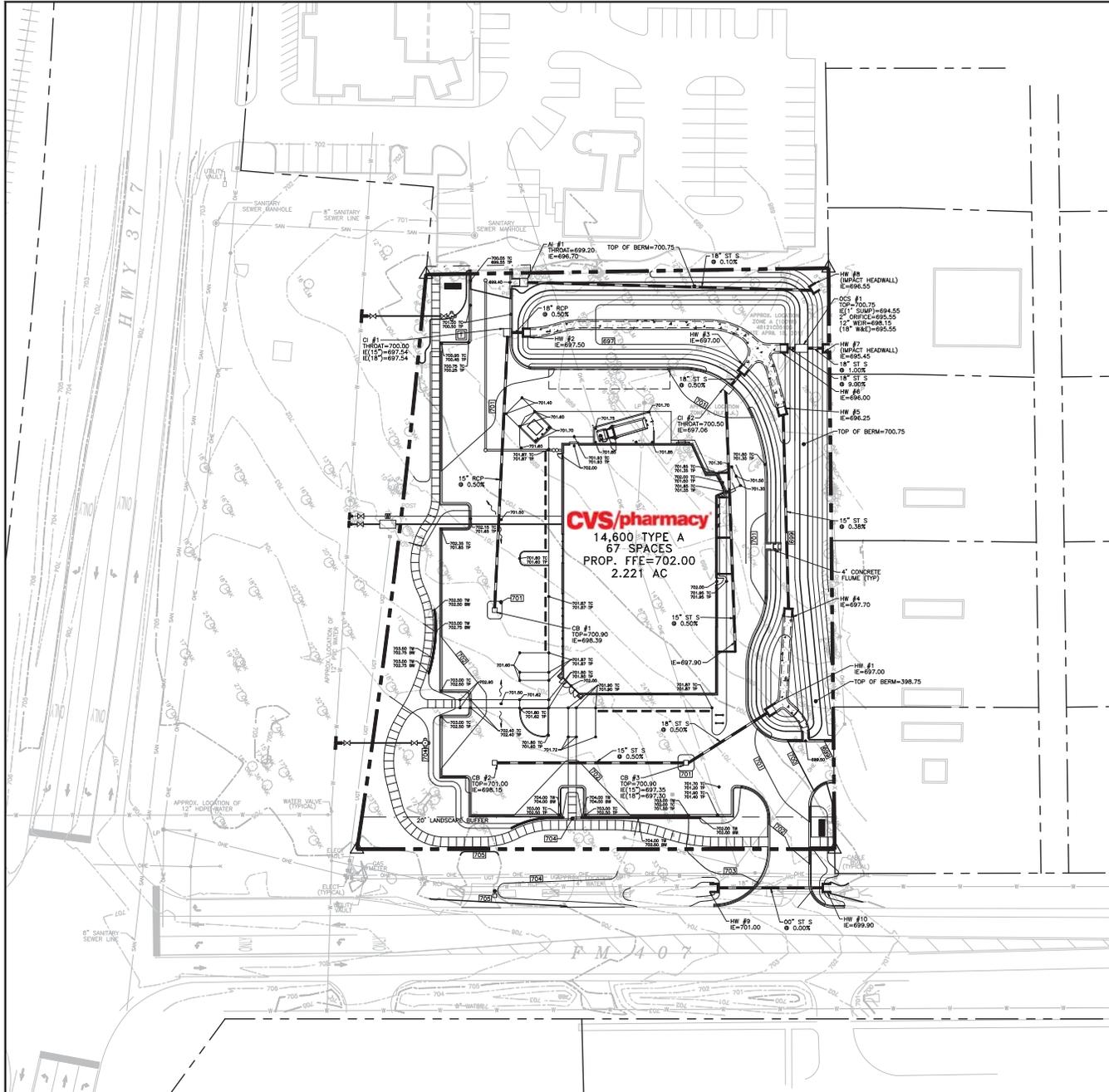
SEAL:

 4/25/16

REVISIONS:

DRAWING BY:
 DATE: 12 APRIL 2016
 JOB NUMBER: 16-012
 TITLE:
 PHOTOMETRICS

SHEET NUMBER:
 SE-1.2
 COMMENTS:
 PRELIMINARY PHOTOMETRIC



- LEGEND**
- 0000.00 TR - TOP OF CURB
 - 0000.00 TP - TOP OF PAVEMENT
 - 0000.00 TW - TOP OF WALL
 - 0000.00 BM - BOTTOM OF WALL
 - SAWCUT LINE
 - - - - - TEMPORARY TREE PROTECTION FENCE
- NOTES:**
- ALL UNSURFACED AREAS SHALL RECEIVE 6" TOPSOIL AND SOED. WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
 - ALL SLOPES 3:1 OR STEEPER SHALL HAVE SOED PLANTED.
 - ACCEPTABLE STORM SEWER MATERIALS:
 - 1) REINFORCED CONCRETE PIPE
 - 2) SPIRAL RIB METAL PIPE
 - 3) CORRUGATED POLYETHYLENE (N-12) SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND INFORMATION.
 - THERE WILL BE NO SUBSTITUTIONS ALLOWED FOR PIPES SHOWN TO BE RCP.
 - SLOPE ON ALL ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 1:20 IN THE DIRECTION OF TRAVEL AND 1:50 CROSS SLOPE. THE SLOPE WITHIN ALL ADA PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 1:50 IN ALL DIRECTIONS. SEE ADA PLAN, THIS SET, FOR ADDITIONAL INFORMATION.
 - THE CONTRACTOR SHALL HAVE ANY RIGHT-OF-WAY MONUMENTS LOCATED BY A LICENSED SURVEYOR PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES WITHIN THE RIGHT-OF-WAY. ANY MONUMENTS WHICH ARE DESTROYED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.
 - PRIOR TO THE START OF CONSTRUCTION OF, OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES, THE CONTRACTOR SHALL EXCAVATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM THE ENGINEER OF RECORD AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER OF RECORD AND HIS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
 - ALL EXISTING STRUCTURES ON-SITE INCLUDING BUT NOT LIMITED TO BUILDING, CANOPIES, CONCRETE WALKS, ASPHALT DRIVES AND PARKING AREAS, CURBS, UTILITIES, SIGNS, CONCRETE PADS, ETC TO BE DEMOLISHED AND DISPOSED OF PROPERLY BY CONTRACTOR. ALL APURTENANCES, FOOTINGS, UTILITIES, ETC ASSOCIATED WITH THE EXISTING BUILDING SHALL BE REMOVED. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS. ALL DISPOSAL OF ITEMS THAT ARE BEING REMOVED SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, OR FEDERAL REQUIREMENTS. THIS PLAN WAS PREPARED FROM THE PROJECT SURVEY AND SHOWS ITEMS REPRESENTED ON THE SURVEY. IT DOES NOT HOWEVER, NECESSARILY REPRESENT ALL ITEMS PRESENT IN THE FIELD. REFER TO THE DEMOLITION AND UTILITY PLANS FOR THE LIMITS OF EXISTING UTILITY REMOVAL AND RELOCATION. THE INTENT OF THESE PLANS IS TO REMOVE ALL ITEMS WHICH CONFLICT WITH THE IMPROVEMENTS. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE TO THE LEVELS NECESSARY TO INCLUDE THIS WORK IN THE BID.
 - DOWNSPOUT COLLECTION SYSTEM. ALL DOWNSPOUT LEADERS TO BE 4" UNLESS NOTED OTHERWISE ON THIS PLAN AND SHALL MAINTAIN A MINIMUM OF 1:50 SLOPE. SEE ARCH PLANS FOR ADDITIONAL DETAILS.
 - REFER TO STRUCTURAL PLANS FOR OVEREXCAVATION AND PAD PREPARATION REQUIREMENTS.
 - CONTRACTOR SHALL ADJUST TOPS OF MANHOLES, CLEANOUTS, VALVES, ETC. TO MATCH FINAL GRADE.
 - CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT AS SHOWN TO ALLOW FOR A CLEAN, STRAIGHT JOINT BETWEEN OLD AND NEW SURFACES. CONTRACTOR TO REMOVE ALL PAVEMENT, BASE MATERIALS, CURBING, ETC. WITHIN SAWCUT LIMITS OF CONSTRUCTION.
 - CONNECT TO EXISTING CURB AND GUTTER AND/OR SIDEWALK. MATCH EXISTING IN GRADE, TYPE & ALIGNMENT.
 - CONTRACTOR TO USE EXTREME CAUTION WHEN INSTALLING STORM SEWER AND STORM SEWER STRUCTURES OVER FOUNDATIONS, BUILDING SIDEWALKS, & DUMPSTER ENCLOSURE TO AVOID DISTURBANCE TO EXISTING UTILITIES.
 - CONTRACTOR SHALL COORDINATE WITH TERRACON AND APPROPRIATE GOVERNMENT AGENCIES TO ENSURE EXISTING MONITORING WELLS ARE ABANDONED AND NEW WELLS ARE INSTALLED PROPERLY.
 - CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND PER THE CITY OF ARGYLE REQUIREMENTS.
 - 24" WIDE HEAVY DUTY CONCRETE STRIP ALONG THE REAR OF THE BUILDING SHALL BE CONSTRUCTED FLUSH WITH ADJUTING PAVEMENT.
 - TRANSITION FROM FLUSH CURB TO 6" CURB WITHIN 2' OF SIDEWALK.
 - REFER TO DRAINAGE CONTROL STRUCTURE DETAIL THIS SET, FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL FIELD VERIFY LOCATION AND DEPTH OF UTILITIES PRIOR TO CONSTRUCTION.

CAUTION - NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE PRESENCE OF ALL UTILITIES TAKEN ON THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE UTILITY COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPLICABLE PERMITS AND APPROVALS FROM ALL AGENCIES AND TO COMPLY WITH THE IMPROVEMENTS SHOWN BY THESE PLANS.



TYPE A-14600-LEFT CHAMFER DRIVE-THRU
STORE NUMBER: TBD
 NEC - FM 407 & HIGHWAY 377
 ARGYLE, TEXAS
PROJECT TYPE: NEW STORE
DEAL TYPE: TURN KEY
CS PROJECT NUMBER: 99827

ARCHITECT OF RECORD

GENESIS DESIGN GROUP, INC.
 421 W HAWKWOOD ROAD
 SUITE 100
 HURST, TEXAS 76054
 TEL (817) 285-7444
 FAX (817) 285-7318

CONSULTANT:

CARLSON CONSULTING ENGINEERS, INC.
 7088 Leidospark Commons
 Bartlett, TN 38133
 Phone (601) 384-0404
 Fax (601) 384-0710

CARLSON CONSULTING ENGINEERS, INC.
 TEXAS REGISTERED ENGINEERING FIRM F-5624
 7088 LEIDOSPARK COMMONS
 BARTLETT, TN 38133

DEVELOPER:

ORANGE DEVELOPMENT
 1200 CORPORATE DRIVE
 SUITE G-50
 BIRMINGHAM, AL 35242
 PH: (205) 628-3443

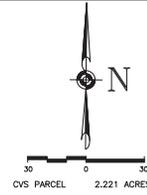
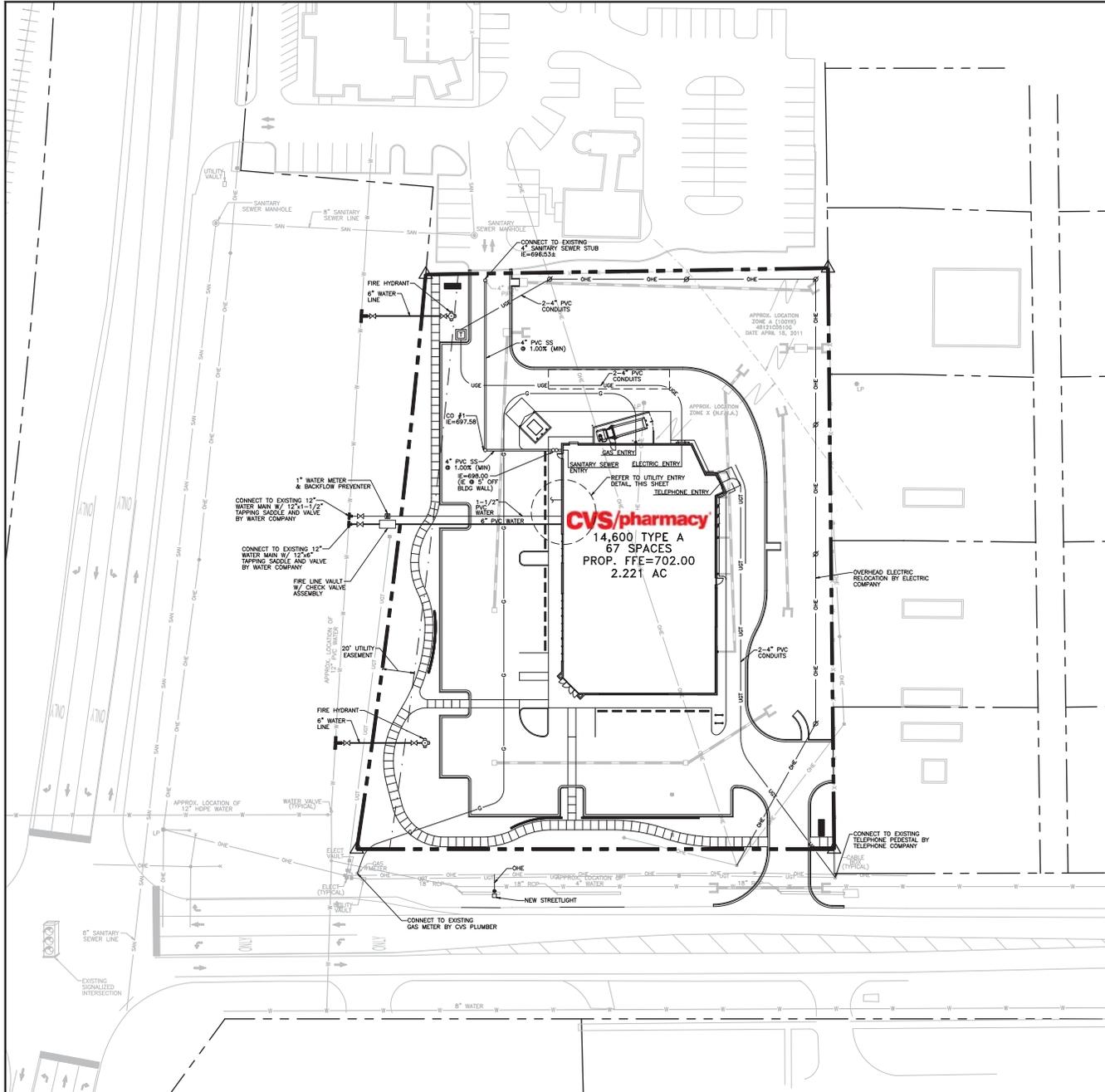


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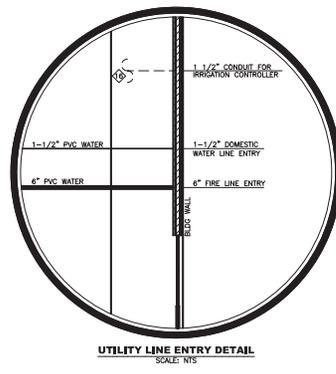
CVS PROJECT MANAGER: J. MUTTER
 DRAWING BY: D. BARNETT
 DATE: 13 APRIL 2016
 JOB NUMBER: N/A
TITLE: GRADING PLAN

SHEET NUMBER:
2 OF 5
 COMMENTS:
 NOT RELEASED FOR CONSTRUCTION



NOTES:

- CONTRACTOR SHALL VERIFY AS-BUILT INVERT ELEVATION AND ADVISE ENGINEER OF ANY DISCREPANCIES.
- CONSTRUCTION SHALL NOT START ON ANY PUBLIC UTILITY SYSTEM UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED FROM APPROPRIATE UTILITY COMPANIES AND CONTRACTOR HAS BEEN NOTIFIED.
- CONTRACTOR SHALL NOT OPEN, TURN OFF, INTERFERE WITH, OR ATTACH ANY PIPE OR HOSE TO OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF ANY SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE LIABILITY OF THE CONTRACTOR.
- ALL NECESSARY INSPECTIONS, APPROVALS, AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR AUTHORITIES SHALL BE COMPLETED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CERTIFICATION OF SERVICES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING CONDUIT FOR UNDERGROUND UTILITIES AS PER THE UTILITY COMPANY REQUIREMENTS.
- CONTRACTOR SHALL COORDINATE WITH WATER COMPANY FOR REQUIREMENTS OF DOMESTIC ENTRY. ALL APPURTENANCES SUCH AS VALVES AND BACKFLOW PREVENTION DEVICES, METER BOXES AND/OR METERS REQUIRED BUT NOT PROVIDED BY THE WATER COMPANY SHALL BE SUPPLIED BY THE CONTRACTOR AND INSTALLED PER THE WATER COMPANIES REQUIREMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING PIPE BOLLARD PROTECTION AROUND UTILITY ENTRANCES AND METER LOCATIONS. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR EXACT REQUIREMENTS.
- PRIOR TO THE START OF CONSTRUCTION OF, OR CONNECTION TO ANY STORM DRAIN, SANITARY SEWER, WATER MAIN OR ANY OF THE DRY UTILITIES, THE CONTRACTOR SHALL LOCATE, VERIFY AND CALCULATE ALL POINTS OF CONNECTION AND ALL UTILITY CROSSINGS AND INFORM THE ENGINEER OF RECORD AND THE OWNER/DEVELOPER OF ANY CONFLICT OR REQUIRED DEVIATIONS FROM THE PLAN. NOTIFICATION SHALL BE MADE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER OF RECORD AND HIS CLIENTS SHALL BE HELD HARMLESS IN THE EVENT THAT THE CONTRACTOR FAILS TO MAKE SUCH NOTIFICATION.
- MAINTAIN A MINIMUM 10' HORIZONTAL AND 18" VERTICAL SEPARATION AT ALL WATER AND SEWER CROSSINGS. REFER TO THE ARCHITECTURAL PLANS FOR ELECTRICAL SITE LIGHTING PLAN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ANY UTILITY COMPANY WHICH MAINTAINS A UTILITY LINE WITHIN THE EASEMENTS OF THE PROJECT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR ANY DAMAGE, INCURRED BY ANY UTILITY COMPANY, TO THEIR LINES AS A RESULT OF HIS ACTIVITIES, WHETHER THESE LINES ARE SHOWN ON THE CONSTRUCTION PLANS OR NOT.
- CONTRACTOR SHALL COORDINATE RELOCATION OF UTILITY LINES AND/OR UTILITY LINE MARKERS THAT CONFLICT WITH THE IMPROVEMENTS WITH UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION TO PREVENT DELAYS IN CONSTRUCTION.
- CONTRACTOR SHALL USE CAUTION WHEN INSTALLING LIGHT POLE BASES TO PREVENT DAMAGE TO STORM SEWER PIPES.
- ALL UTILITY CONSTRUCTION SHALL CONFORM WITH THE MOST STRINGENT REQUIREMENTS OF THE UTILITY COMPANY OR CVS SPECIFICATIONS.
- REFER TO IRRIGATION PLAN FOR CONTINUATION OF THESE LINES.
- REFER TO ARCHITECTURAL PLANS FOR SANITARY SEWER CLEANOUT DETAILS.
- EXISTING ELECTRIC, TELEPHONE, AND CABLE LINES SHALL BE REMOVED BY UTILITY COMPANIES. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY AS SOON AS THE JOB IS AWARDED.
- CONTRACTOR SHALL ADJUST TOPS OF CLEANOUTS, MANHOLES, VALVES, ETC. TO MATCH FINAL GRADE.
- REFER TO DEMOLITION PLAN FOR ALL UTILITIES TO BE REMOVED.
- REFER TO ARCH/MEP PLANS FOR FIRE, GAS, AND WATER FLOW/PRESSURE INFORMATION.
- PROVIDE 6"x4" REDUCER 2' OFF BUILDING WALL.
- SHAKE DEPTH AND LOCATION OF EXISTING SANITARY SEWER SERVICE LINES FOR EXISTING BUILDING IS UNKNOWN. CONTRACTOR SHALL CAP EXISTING LATERALS AT THE PROPERTY LINE AND REMOVE ANY ASSOCIATED SERVICE LINES, CLEANOUTS, ETC. WITHIN LIMITS OF CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND PER THE TOWN OF ARKLE REQUIREMENTS.
- CONTRACTOR SHALL AVOID DAMAGING EXISTING STREETLIGHT, SIGNAL, POLE, AND UTILITY POLES TO REMAIN.
- ALL "TRENCHES" THAT EXTEND INTO THE BUILDING PAD SHALL HAVE A CLAY PLUG EXTENDING AT LEAST 5' FROM THE BUILDING FACE.
- ALL EXISTING WATER SERVICE LINES FOR BUILDINGS TO BE DEMOLISHED SHALL BE REMOVED BACK TO THE WATER MAIN. ANY STREET OR PAVEMENT REMOVAL SHALL BE DONE BY CONTRACTOR AND REPLACED TO MATCH EXISTING CROSS-SECTION PER CITY REQUIREMENTS.
- PRECAST SANITARY SEWER MANHOLE. SEE DETAIL THIS SET, FOR ADDITIONAL INFORMATION.



CAUTION - NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE WATER AND SEWER UTILITIES AND, WHERE POSSIBLE, BY MEASUREMENTS TAKEN IN THE FIELD. THE CONTRACTOR IS ADVISED THAT THE WATER AND SEWER UTILITIES COMPANY AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST SOME FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN NECESSARY PERMITS AND APPROVALS FOR THE IMPROVEMENTS SHOWN BY THESE PLANS.



TYPE A-14600-LEFT CHAMFER DRIVE-THRU
 STORE NUMBER: T8D
 NEC - FM 407 & HIGHWAY 377
 ARGYLE, TEXAS
 PROJECT TYPE: NEW STORE
 DEAL TYPE: TURN KEY
 CS PROJECT NUMBER: 99827

ARCHITECT OF RECORD

GENESIS DESIGN GROUP, INC.
 421 W HARWOOD ROAD
 SUITE 100
 HURST, TEXAS 76054
 TEL (817) 285-7444
 FAX (817) 285-7316

CONSULTANT:

CARLSON CONSULTING ENGINEERS, INC.
 7008 Leidospark Commons
 Bartlett, TN 38133
 Phone (901) 284-0404
 Fax (901) 284-0710

CARLSON CONSULTING ENGINEERS, INC.
 1200 CORPORATE DRIVE
 SUITE G-200
 BIRMINGHAM, AL 35242
 PH: (205) 828-3443

DEVELOPER:

ORANGE DEVELOPMENT
 1200 CORPORATE DRIVE
 SUITE G-200
 BIRMINGHAM, AL 35242
 PH: (205) 828-3443



REVISIONS:

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CVS PROJECT MANAGER: J. MUTTER
 DRAWING BY: D. BARNETT
 DATE: 13 APRIL 2016
 JOB NUMBER: N/A
UTILITY PLAN
 SHEET NUMBER:

3 OF 5
 COMMENTS:
 NOT RELEASED FOR CONSTRUCTION



CVS/ PHARMACY
NEC - FM 407 & HIGHWAY 377 - ARGYLE, TX







CVS/ PHARMACY
NEC - FM 407 & HIGHWAY 377 - ARGYLE, TX





TOWN COUNCIL STAFF REPORT

Meeting Date: May 24, 2016
To: Mayor and Members of Town Council
From: Matt Jones, Director of Community Development
Subject: CVS Pharmacy Special Use Permit – Alcohol Sales

Purpose:

PUBLIC HEARING: Consider and take appropriate action on a Special Use Permit (SUP-16-001) to allow for alcohol sales; being described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.

Existing Condition of Property:

The property is currently unimproved and is zoned Office Retail (OR). A single-family residence did reside on the property and has been demolished and removed since 2012. The property is mainly open grassy areas with scattered Post Oak, Elm, and Hackberry trees. A small portion of the property is in the floodplain, which clips the northeast corner of the property.

Adjacent Existing Land Uses and Zoning:

North: OR – Office Retail, CF – Community Facilities
 South: VC-MU – Village Center Mixed-Use (Waterbrook)
 East: MH-Manufactured Home
 West: TxDOT ROW

Development Review Analysis:

Section 14.3.53-6 of the Form-Based Zoning Districts and the Town Development Standards (TDS) requires approval of an SUP (Special Use Permit) in order to have on-site alcohol sales within the Village Center Mixed-Use (VC-MU) zoning district.

The request complies with *Section 4.04.004 – Restrictions*, of the Town Development Standards regarding the sale of alcohol for off-site consumption. The minimum distance separation from a church, public school, or public hospital is 300'. This is measured from door to door and along the street fronts. The request is compliant with the separation requirements from the Argyle Church of Christ across FM 407.

Public Hearing Notice Responses:

Four (4) public hearing notices were sent out to surrounding property owners within 200' of the subject property pursuant to the Texas Local Government Code, Subsection 211.006(d) and the Town of Argyle Zoning Ordinance. No responses have been received at this time.

Staff Recommendation:

Staff forwards this SUP request for your consideration as submitted.

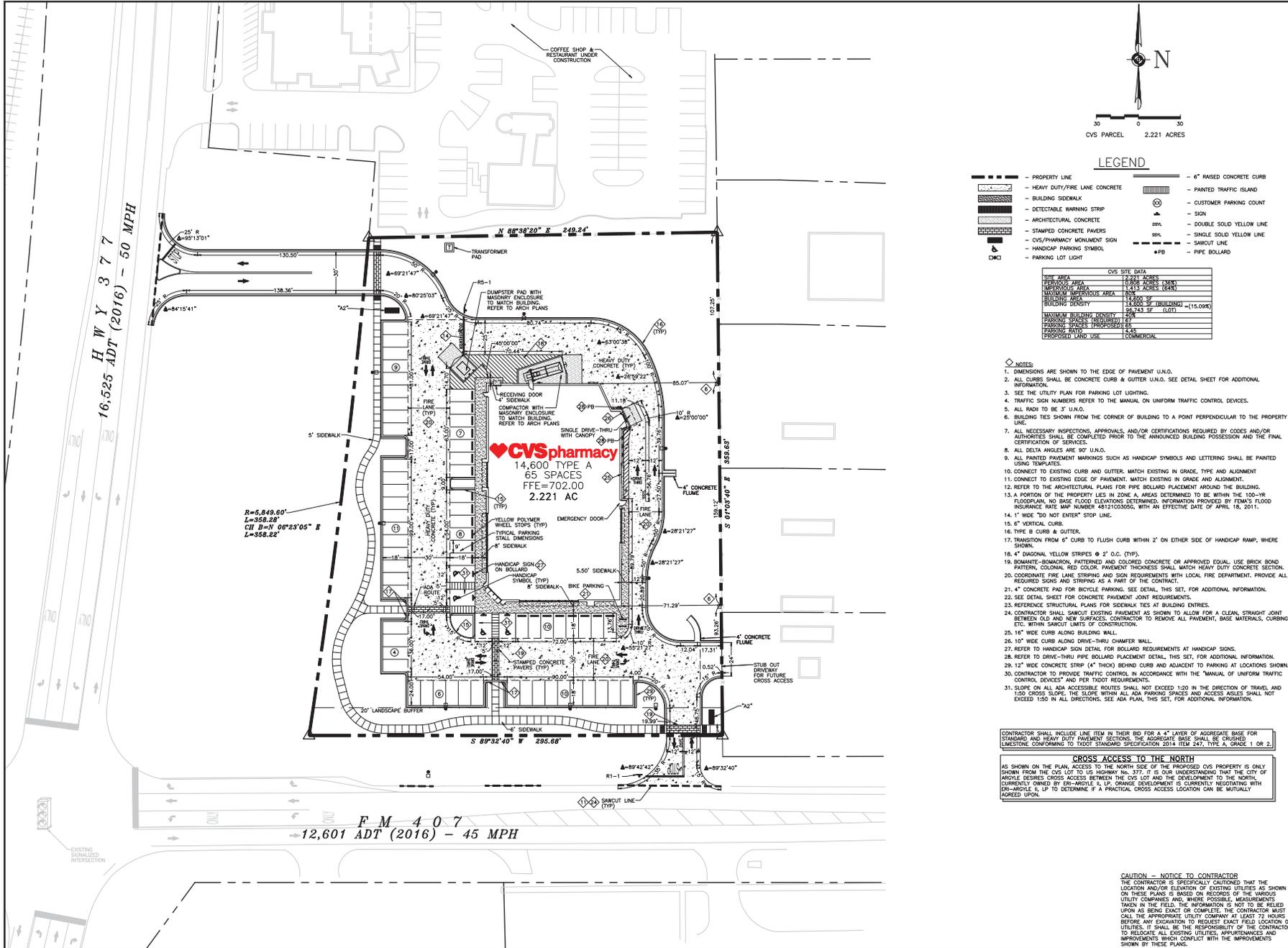
Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission considered this request at their May 3, 2016 regularly scheduled meeting. Discussion was held.

A motion was made to approve the request. The motion carried unanimously by a vote of seven (7) in favor to none (0) opposed.

Attachments:

Site Plan
Ordinance



14600LR
LEFT HAND ENTRY
RIGHT BUMPOUT DRIVE-THRU
STORE NUMBER: 11091
NEC - FM 407 & HIGHWAY 377
ARGYLE, TEXAS
PROJECT TYPE: NEW STORE
DEAL TYPE: TURN KEY
CS PROJECT NUMBER: 99827

ARCHITECT OF RECORD

GENESIS DESIGN GROUP, INC.
 421 W HARWOOD ROAD
 SUITE 100
 HURST, TEXAS 76054
 TEL (817) 285-7444
 FAX (817) 285-7316

CONSULTANT:

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 7088 Livingston Commons
 Bartlett, TN 38133
 Phone (601) 388-6068
 Fax (601) 388-0710

CARLSON CONSULTING ENGINEERS, INC.
 TEXAS REGISTERED ENGINEERING
 SUITE F-5624
 7084 LESTONSTONE COMMONS
 BARTLETT, TN 38133

DEVELOPER:

ORANGE DEVELOPMENT
 1200 CORPORATE DRIVE
 SUITE G-20
 BIRMINGHAM, AL 35242
 PH: (205) 420-2423

SEAL:



REVISIONS:

CVS PROJECT MANAGER: J. MUTTER

DRAWING BY: D. BARNETT

DATE: 13 MAY 2016

JOB NUMBER: N/A

TITLE: **SITE PLAN**

SHEET NUMBER:

9 OF 24

COMMENTS:
 NOT RELEASED FOR CONSTRUCTION

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

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, AMENDING THE TOWN DEVELOPMENT STANDARDS AS HERETOFORE AMENDED; BY APPROVING A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR ALCOHOL SALES, LOCATED ON BLOCK A, LOT 1, SCHROETKE ADDITION, DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A"; LOCATED ON THE NORTHEAST CORNER OF US HWY 377 AND FM 407; AND ZONED VC-MU (VILLAGE CENTER - MIXED-USE); IN THE TOWN OF ARGYLE, DENTON COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVING CLAUSE; PROVIDING INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner, Argyle 407 Partners, LLC, and the applicant, Orange Development, LLC, have submitted a Specific Use Permit application to the Town of Argyle for the purpose of selling alcohol on Block A, Lot 1, Schroetke Addition, more particularly described in the metes and bounds attached as Exhibit "A"; and

WHEREAS, the Town Council has appointed a Planning and Zoning Commission to consider and recommend modifications to the boundaries of the various original zoning districts and appropriate use regulations being enforced therein; and

WHEREAS, the Planning and Zoning Commission has given reasonable consideration to, among other things, the character of the districts and their suitability for particular uses and standards, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the Town; and

WHEREAS, on May 3, 2016, the Planning and Zoning Commission of the Town of Argyle, in compliance with state law with reference to granting of zoning changes under the Town Development Standards of the Town of Argyle, and with the requisite notices by publication and otherwise, afforded a full and fair hearing to all the property owners interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, the Town Council of the Town of Argyle deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the Town, to enact said Town Development Standards; and

WHEREAS, the Argyle Town Council, in compliance with State Law with reference to changes to zoning classifications and development regulations under the Town Development Standards, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners generally, and to the persons interested and situated in the affected area and in the vicinity thereof; the governing body of the Town of Argyle deems it to be in the best interest and welfare of the Town that said Specific Use Permit should be approved as submitted.

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

SECTION 1: That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That the Town Development Standards of the Town of Argyle, Texas, is hereby amended by approving a Specific Use Permit to allow the sale of alcohol on property as illustrated in Exhibit "B" Block A, Lot 1, Schroetke Addition, and zoned VC-MU (Village Center - Mixed-Use) in the Town of Argyle, Denton County, Texas, as submitted.

SECTION 3. That all building standards authorized by the Specific Use Permit shall conform to the specifications as shown in Exhibit "B".

SECTION 4. That the above described lot shall be used only in the manner and for the purpose provided by the Town Development Standards of the Town of Argyle as heretofore amended, and as amended herein.

SECTION 5. That any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Town Development Standards of the Town of Argyle, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 6. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part or portion thereof, other than that portion so decided to be invalid or unconstitutional.

SECTION 7. Injunctive Relief. In addition to and accumulative of all other penalties, the Town of Argyle shall have the right to seek injunctive relief for any and all violations of this ordinance.

SECTION 8. Whereas, it has been found that there has been a change in conditions in the above described property, it is now necessary that it be given the above zoning classification in order to permit its proper development, and in order to protect the public interest, comfort and general welfare, this ordinance shall take effect immediately from and after its passage and publication of the caption of said ordinance, as the law in such case provides.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS on this the 24th day of May 2016.

APPROVED:

Peggy Krueger, Mayor

APPROVED AS TO FORM:

ATTEST:

Matthew C. G. Boyle, Town Attorney

Kristi Gilbert, Town Secretary

EXHIBIT "A"

BEGINNING at a bolt found in a wooden post at the southwest corner of said Argyle 407 Partners tract, being in the east line of that certain tract of land described as 'Second Tract' in deed to the State of Texas, recorded in Volume 260, Page 480 of the Deed Records of Denton County, Texas, and being the northwest corner of that certain called 0.19 acre tract of land described in deed to the State of Texas, recorded in Volume 411, Page 587 of the Deed Records of Denton County, Texas, and being in the north line of F.M. 407;

THENCE northeasterly with the east line of said 'Second Tract' with a curve to the left having a radius of 5849.60 feet, a central angle of 03°39'28" and an arc length of 373.45 feet, whose chord bears N 06°27'26" E, with a chord distance of 373.39 feet, to a 1/2 inch rebar found at the most southerly southwest corner of that certain tract of land described in deed to Eri-Argyle II, LP, recorded in Document No. 2013-17627 of the Official Public Records of Denton County, Texas;

THENCE N 88°38'20" E, with the most southerly line of said Eri-Argyle II tract, a distance of 249.24 feet to a 1/2" rebar set with cap stamped "G&A CONSULTANTS" in the west line of Evans Trailer Park, an addition to the Town of Argyle, Denton County, Texas, according to the plat thereof recorded in Cabinet B, Page 321 of the Plat Records of Denton County, Texas, from which a cross tie fence post bears N 01°03'40" W, a distance of 257.27 feet;

THENCE S 01°03'40" E, with the west line of said Evan Trail Park, a distance of 374.63 feet to a cross tie fence post at the southwest corner thereof, being the northeast corner of said 0.19 acre tract, and being in the north line of F.F. 407;

THENCE S 89°32'40" W, with the north line of said 0.19 acre tract and the north line of F.M. 407, a distance of 298.12 feet, to the **POINT OF BEGINNING** and containing approximately 2.323 acres of land.



TOWN COUNCIL STAFF REPORT

Meeting

Date: May 24, 2016

To: Mayor and Members of Town Council

From: Matt Jones, Director of Community Development

Subject: Site Plan – CVS Pharmacy

Purpose:

Consider and take appropriate action on a Site Plan (SP-16-001) for CVS Pharmacy; being an approximately 14,600 SQ FT Pharmacy/Retail Sales; being described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.

Existing Condition of Property:

The property is currently unimproved and is zoned Office Retail (OR). A single-family residence did reside on the property and has been demolished and removed since 2012. The property is mainly open grassy areas with scattered Post Oak, Elm, and Hackberry trees. A small portion of the property is in the floodplain, which clips the northeast corner of the property.

Adjacent Existing Land Uses and Zoning:

North: OR – Office Retail, CF – Community Facilities
 South: VC-MU – Village Center Mixed-Use (Waterbrook)
 East: MH-Manufactured Home
 West: TxDOT ROW

Development Review Analysis:

The applicant is requesting Village Center Mixed-Use Zoning (VC-MU) in order to construct a 14,600 SQ FT Pharmacy/Retail Sales with a Drive-Thru on approximately 2.22 acres.

Consistency with the Form-Based Code (FBC):

The goal of the FBC is to implement the Town's Comprehensive plan in a balanced and sustainable manner to achieve a long-term diversification of the tax base. The FBC recognizes this intersection as a catalytic area to achieve that goal and vision for the Town.

The requested zoning is consistent with the Draft Zoning Framework Plan (ZFP) for the Village Center Form-Based District. The applicant has included sidewalks that will provide pedestrian connectivity to future developments to the east, as well as, the existing commercial developments to the north. The applicant has submitted a landscape plan that is consistent with the landscape requirements of the FBC, including the landscape and buffer requirements along FM 407.

Following chart provides site related elements in the Form-Based Codes and the applicant's proposed regulations:

| | FBC Regulations | Proposed Regulations |
|-------------------------|--------------------------|-----------------------------|
| Setback | Min. 20' - Max. Flexible | 90' proposed |
| Parking | Flexible | 67 provided |
| Height | 3 Stories or 40' max | 28' proposed |
| Min. Open Space | Required/Flexible | Buffers along 407 |
| Landscape Buffer | 20' along HWY 377 | 20' FM 407 |

Tree Preservation:

A detailed tree survey has been submitted for the project. A total of 93 trees have been identified on-site totaling 1,260 caliper inches. The applicant is proposing to preserve 8 trees on-site, totaling 128 caliper inches. There were 25 trees identified as being protected to be removed totaling 319 caliper inches. The applicant will be mitigating 78 caliper inches with on-site tree plantings being a minimum of 3 caliper inches at the time of planting. A total of 243 caliper inches will need to be mitigated off-site or the applicant will provide monetary reimbursement for the remaining mitigation.

Infrastructure Adequacy:

Water and sanitary sewer facilities are available to be extended to this site with sufficient capacity to serve the development. If approved, full civil construction plans for streets, drainage, water and sanitary sewer are required for submission during the permitting and construction plan review.

Drainage Analysis:

Staff has reviewed the preliminary grading and utility plan and has determined that compliance with all drainage requirements of the Town Developments Standards can be achieved at the time of construction plan review. A detailed engineering review of the drainage and grading plans will be conducted by the Town Engineer at the time of construction plan review.

Design Standards

The applicant has proposed a variety of design standards that meet the recommendations of the VC-MU District and that meets or exceeds the minimum requirements of the Town Development Standards.

Town staff and the Development Review Committee have reviewed the subject site plan application and have determined that the applicant has demonstrated compliance with all other minimum requirements of the Form-Based Zoning Regulations and the Town Development Standards in regard to building materials, parking, fire lanes, landscaping, drainage and utilities.

Staff Recommendation:

Town staff forwards this request for your approval as submitted.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission considered this request at their May 3, 2016 regularly scheduled meeting. Discussion was held.

A motion was made to approve the request with the following staff recommendations:

1. Retaining wall shall be a minimum of 3' in height and shall be constructed of the same stone used for the primary structure.
2. Update sign package to reflect changes to the proposed signs shown on the proposed elevations.

The motion carried unanimously by a vote of seven (7) in favor to none (0) opposed.

Attachments:

Location Map

Site Plan

LOCATION MAP





TOWN COUNCIL DATA SHEET

**Agenda Item:**

Discuss and consider approval of an ordinance amending the Rules of Procedure for all meetings of the Town Council.

Requested by:

Kristi Gilbert, Town Secretary

Background:

At the April 26th Council meeting, Staff was directed to bring forth amendments to the Rules of Procedure for Council meetings. The primary change requested was to remove to amend the procedures for conducting public hearings to remove the requirement that individuals voice their support speak before those voicing their opposition. Staff identified two other items for the Council to consider amending to reflect current practice:

- Removing the requirement that all ordinances and resolutions require a record vote; and,
- Decreasing the speaker time limit from five minutes to three minutes.

Financial Impact:

None.

Recommendation:

Staff recommends approval.

Attachment:

Draft Ordinance

Redline of Current Regulations

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS AMENDING CHAPTER 1, SECTION 1.03.034 (e)(3), PUBLIC HEARINGS, OF THE CODE OF ORDINANCES OF THE TOWN OF ARGYLE, TEXAS BY DELETING SECTION 1.03.034 (e)(3) IN ITS ENTIRETY AND ADDING A NEW SECTION 1.03.034 (e)(3); AMENDING CHAPTER 1, SECTION 1.03.035 (f), QUESTIONS TO BE STATED, ANNOUNCEMENT OF RESULTS, OF THE CODE OF ORDINANCES OF THE TOWN OF ARGYLE, TEXAS BY DELETING SECTION 1.03.035 (f) IN ITS ENTIRETY AND ADDING A NEW SECTION 1.03.035 (f); AMENDING CHAPTER 1, SECTION 1.03.036 (c), TIME LIMIT, OF THE CODE OF ORDINANCES OF THE TOWN OF ARGYLE, TEXAS BY DELETING SECTION 1.03.036 (c) IN ITS ENTIRETY AND ADDING A NEW SECTION 1.03.036 (c); REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, all statutory and legal prerequisites for the passage of this ordinance have been met, including but not limited to the Open Meetings Act; and

WHEREAS, the Town Council of the Town of Argyle has hereby determined that the foregoing amendments pertaining to the aforementioned provisions of the Town's Code of Ordinances have been determined to be in the best interest of the health, safety and welfare of the citizens of Argyle.

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

Section 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. That Chapter 1, Article 1.03, Town Council, Section 1.03.034 (e), Conducting public hearings., subsection (3), of the Code of Ordinances shall hereby be amended by deleting Section 1.03.034 (e)(3) in its entirety and adding a new Section 1.03.034 (e)(3) as follows:

“(3) The mayor shall then call on persons present who wish to speak regarding the proposal and shall direct that they shall speak in the following order:

- (A) The applicant or his/her representative.**
- (B) Those persons in the audience who wish to voice their opinion.**
- (C) The applicant or his/her representative may give a brief rebuttal statement. Whenever necessary, the mayor shall direct that all remarks**

shall be germane to the proposal. The town council may direct questions to any speaker in order to clarify statements and facts presented.”

Section 3. That Chapter 1, Article 1.03, Town Council, Section 1.03.035, Duties of chairman and other officials, Section 1.03.035 (f), Question to be stated; announcement of results., of the Code of Ordinances shall hereby be amended by deleting Section 1.03.035 (f) in its entirety and adding a new Section 1.03.035 (f) as follows:

“(f) Questions to be stated; announcement of results. The chairman shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon the request of any member.”

Section 4. That Chapter 1, Article 1.03, Town Council, Section 1.03.036, Order of business; presentation to council, Section 1.03.036 (d), Time limit., of the Code of Ordinances shall hereby be amended by deleting Section 1.03.036 (d) in its entirety and adding a new Section 1.03.036 (d) as follows:

“(d) Time limit. Speakers before the town council shall be requested to limit their remarks to three (3) minutes or less.”

Section 5. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect.

Section 6. If any section, subsection, sentence, clause or phase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 7. This ordinance shall take effect from and after its passage.

PASSED AND APPROVED, on this the 24th day of June 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

Division 2. Rules of Procedure

Sec. 1.03.031 Authority; applicability

- (a) Pursuant to the provisions of the constitution and laws of the state, the town council hereby enacts these rules of procedure for all meetings of the town council.
- (b) During any meeting, a reasonable opportunity shall be given for citizens to be heard under these rules. The rules of procedure are enacted as guidelines to be followed by all persons in the council chamber, including the town administrative staff, news media, and visitors.

Sec. 1.03.032 General rules

- (a) Meetings to be public. All official meetings of the town council, except executive meetings or sessions permitted by the Texas Open Meetings Law, and all sessions of a committee of the council shall be open to the public.
- (b) Quorum. A majority of the town council shall constitute a quorum for the transaction of regular business. However, at a called meeting or at a meeting to consider the imposition of taxes, two-thirds (2/3) of the councilmembers shall constitute a quorum.
- (c) Attendance of councilmembers. Pursuant to V.T.C.A., Local Government Code, section 22.041(b), no member shall be excused from attendance at a town council meeting except on account of his/her own sickness or that of his/her family. Any member of the town council absent for three (3) regular consecutive meetings of the town council, unless prevented by sickness, without first obtaining leave of absence at a regular meeting shall be deemed to have vacated his/her office.
- (d) Misconduct. The town council may punish its own members for disorderly conduct.
- (e) Minutes of meetings. An account of all proceedings of the town council shall be kept by the town secretary and shall be entered in a book constituting the official records of the town council.
- (f) Questions to contain one subject. All questions submitted for a vote shall contain only one (1) subject. If two (2) or more points are involved, any member may require a division, if the question reasonably admits of a division.
- (g) Right of floor. Any member desiring to speak shall confine his/her remarks to the subject under consideration or to be considered. No member shall be allowed to speak more than once on any one subject until every member wishing to speak shall have spoken.
- (h) Duties of town attorney; parliamentarian. The attorney for the town, or the acting attorney for the town, shall be available upon request for all meetings of the town council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law. The attorney for the town shall act as the council parliamentarian unless there is no attorney for the town, in which event a parliamentarian shall be appointed by resolution of the town council.

- (i) Duties of town secretary. The town secretary, or acting town secretary, shall attend all meetings of the town council unless excused, and shall keep the official minutes and perform such other duties as are required by statute and as may be requested by the town council.
- (j) Duties of town officers and employees. Any officer or employee of the town, when requested by the town council, shall attend any meeting of the town council. If requested to do so by the town council, they shall present information relating to said requested matters before the town council.
- (k) Rules of order. These rules govern the proceedings of the town council in all cases, except that, where these rules are silent, the most recent edition of Roberts' Rules of Order (Revised) shall govern.
- (l) Suspension of rules. Any provision of these rules not governed by the constitution and laws of the state may be temporarily suspended by the affirmative vote of two-thirds (2/3) of the town council members present. The vote on any such suspension shall be taken by ayes and nays and entered in the minutes of the town council.

Sec. 1.03.033 Conduct and decorum

(a) Councilmembers.

(1) During town council meetings, town council members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the orders of the mayor (or chairman) or the rules of the town council.

(2) A councilperson, once recognized, shall not be interrupted while speaking unless called to order by the mayor (or chairman), unless a point of order is raised by another member or the parliamentarian, or unless the speaker chooses to yield to questions from another member. If a councilperson is called to order while he/she is speaking, he/she shall cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed. If ruled not to be in order, he/she shall remain silent or shall alter his/her remarks so as to comply with rules of the town council.

(b) Administrative staff.

(1) Members of the administrative staff and employees of the town shall observe the same rules of procedure and decorum applicable to members of the town council and shall have no voice unless and until recognized by the chair.

(2) The presiding officer shall have the authority to preserve decorum in meetings so far as staff members and town employees are concerned and shall take such disciplinary action as may be necessary to insure that such decorum is preserved at all times by town employees in town council meetings.

(3) All remarks and questions addressed to the town council shall be addressed to the town council as a whole and not to any individual member thereof.

(4) No staff member, other than a staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the presiding officer.

(c) Citizens.

(1) Citizens are welcome and invited to attend all meetings of the town council and shall be admitted to the council chamber up to the fire safety capacity of the room.

(2) All citizens shall refrain from private conversations in the chamber while the town council is in session.

(3) Citizens attending town council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to the administrative staff. Any person making personal, impertinent, or slanderous remarks or who becomes boisterous while addressing the town council or while attending the town council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer, and such person shall be barred from further audience before the town council during that session of the town council.

(4) Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the presiding officer, who shall direct the sergeant-at-arms to remove such offenders from the room. In case the presiding officer shall fail to act, any other [member] of the town council may move to require him or her to enforce the rules, and the affirmative vote of four (4) members of the town council shall require the presiding officer to act.

(5) No placards, banners or signs of any kind shall be permitted in the council chamber except exhibits, displays and visual aids used in connection with presentations to the town council, provided that such exhibits, displays and visual aids do not disrupt the meeting.

(d) Enforcement. The chief of police and/or designee of the police department shall act as sergeant-at-arms for the town council, and shall furnish whatever assistance is needed to enforce the rules of decorum herein established.

Sec. 1.03.034 Meetings generally; types of meetings

(a) Regular meetings. The town council shall meet on the fourth Tuesday of each month or at other times set by resolution of the town council, unless postponed or cancelled for valid reasons. All regular meetings of the town council shall be held within the town or at town hall, 308 Denton Street.

(b) Special meetings. Special meetings may be called as authorized by and in accordance with state law.

(c) Emergency meetings. In case of emergency or urgent public necessity, which shall be expressed in the notice of meeting, an emergency meeting shall be called by the mayor and two (2) members of the town council or on the application of three (3) members of the town council, and shall be sufficient if the notice is posted two (2) hours before the meeting is convened. Notice of said meeting shall be given to the town secretary and town attorney.

(d) Public hearings.

(1) All meetings shall be held in full compliance with the provisions of state law and ordinances of the town. Any party in interest may appear in his/her own behalf or be represented by counsel or agent.

(2) The secretary shall set public hearing dates for the town council as requested, be responsible for timely advertising in the official newspaper, and notify interested parties according to requirements of the town council.

(e) Conducting public hearings.

(1) The town council shall call, or cause to be called by the secretary, each proposal in such order as to be in accord with the hearing time specified in the notice of public hearing.

(2) The mayor shall next call on the staff for a factual summary and presentation relative to the proposal and shall afford the staff an opportunity to call to the attention of the town council any additional pertinent communications.

(3) The mayor shall then call on persons present who wish to speak regarding the proposal and shall direct that they shall speak in the following order:

(A) The applicant or his/her representative.

(B) Those persons in the audience who wish to voice their opinion. ~~support.~~

~~(C) Those persons in the audience who wish to voice opposition.~~

~~(C)D)~~ The applicant or his/her representative may give a brief rebuttal statement. Whenever necessary, the mayor shall direct that all remarks shall be germane to the proposal. The town council may direct questions to any speaker in order to clarify statements and facts presented.

(4) The mayor shall then declare the public hearing closed as to that proposal.

(f) Motions.

(1) A motion shall be made by any member other than the presiding officer.

(2) A motion to approve any matter before the town council or to recommend approval of any request requiring town council action shall require a majority of favorable votes of the members present. When fewer than all members are present for the voting and when all motions to recommend on a given application fail to carry by two (2) votes, consideration of the application shall be continued to the next regular meeting upon motion carried by a majority of those present. No request or application shall be continued under this rule beyond the next regular meeting. Failure of the town council to secure a majority of concurring votes to approve or recommend approval at said next regular meeting shall be recorded in the minutes as a denial of the proposal under the rule.

(g) Disqualification from voting.

(1) Previous to the hearing, a member shall file the required affidavit and disqualify himself/herself from voting whenever he/she finds that he/she or his/her family have a substantial interest in the proposal under discussion, or if the member finds he/she or his/her family shall be directly affected by the decision of the town council. Affidavits required may be obtained from the town secretary.

(2) A member shall disclose any information which was received outside the scope of any public meeting and which is relevant to their consideration of the item.

(h) Executive meetings. The town council shall meet in an executive meeting or session pursuant to the requirements of the Texas Open Meetings Law. The town secretary shall attend the executive meetings upon request of the mayor or town council.

(i) Recessed meetings. Any meeting of the council may be recessed to a later time, provided that no recess shall be for a longer period than until the next regular meeting.

(j) Notice of meetings. The agenda for all meetings shall be posted by the town secretary on the bulletin board outside town hall, and notice of all meetings shall be given by the town secretary pursuant to the requirements of the Texas Open Meetings Law.

Sec. 1.03.035 Duties of chairman and other officials

(a) Chairman. The mayor, or in his/her absence the mayor pro tem, shall preside as chairman at all meetings of the town council. In the absence of both the mayor and mayor pro tem, the town council shall elect a temporary chairman.

(b) Budget officer. The town manager shall serve as budget officer for the town and have the responsibility to prepare the annual budget for review and approval by the town council.

(c) Call to order. The meetings of the town council shall be called to order by the mayor, or in his/her absence by the mayor pro tem. In the absence of both the mayor and the mayor pro tem,

the meeting shall be called to order by the town secretary, and a temporary chairman shall be elected as provided in subsection (a).

(d) Preservation of order. The chairman shall preserve order and decorum and confine members in debate to the question under discussion. The chairman shall call upon the sergeant-at-arms as necessary to enforce compliance with the rules contained herein.

(e) Determination of points of order. The chairman shall determine all points of order, subject to the right of any councilperson to appeal to the town council. If any appeal is taken, the question shall be "Shall the decision of the chairman be sustained?" If a majority of the members present vote "No," the ruling of the chair is overruled; otherwise, it is sustained.

(f) Questions to be stated; announcement of results. The chairman shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon the request of any member, ~~and upon the passage of all ordinances and resolutions.~~

(g) Substitute for chairman. The chairman may call any other member to take his/her place in the chair, and such substitution shall not continue beyond adjournment.

(h) Call for recess. The chairman may call for a recess of up to fifteen (15) minutes at regular intervals of approximately one hour at appropriate points in the meeting agenda, or if requested by any two (2) members.

Sec. 1.03.036 Order of business; presentations to council

(a) Agenda. The order of business of each meeting shall be as contained in the agenda prepared by the town secretary. The agenda shall be listed by topic or subjects to be discussed and considered by the town council. Conduct of business at special meetings shall be likewise governed by an agenda and rules of procedures contained herein.

(b) Presentations by members of council. The agenda shall provide a time when the mayor or any councilperson shall bring before the town council any business that he/she feels should be deliberated upon by the town council. These matters need not be specifically listed on the agenda, but discussion and formal action on such matters shall be deferred until a subsequent town council meeting.

(c) Open forum. An opportunity shall be provided for any person in attendance to address the council regarding any item not on the agenda. These matters need not be specifically listed on the agenda, but discussion and formal action on such matters shall be deferred until a subsequent town council meeting.

(d) Time limit. Speakers before the town council shall be requested to limit their remarks to ~~five~~ three (35) minutes or less.

(e) Oral presentations by town secretary. Matters requiring the town council's attention or action which may have developed since the deadline for delivery of the written communication to the

town council may be presented orally by the town secretary. If formal town council action on a subject is required, such action may be taken provided the provisions of the Texas Open Meetings Law have been satisfied.

Sec. 1.03.037 Ordinances, resolutions and motions

(a) Form of ordinances and resolutions. All ordinances and resolutions shall be presented to the town council in printed or typewritten form. The town council may, by proper motion, amend any ordinance or resolution presented to it and direct that the amended ordinance be placed on the next town council agenda for adoption.

(b) Distribution of ordinances and resolutions. The town secretary shall prepare copies of all proposed ordinances and resolutions for distribution to all members of the town council at the meeting at which the ordinance or resolution is to be introduced, or at such earlier time as is expedient.

(c) Recording of votes. The ayes and nays shall be taken upon the passage of all ordinances and resolutions and the vote of each member shall be recorded in the minutes.

(d) Majority vote required. An affirmative vote of three (3) members is necessary to repeal any ordinance or take any official action in the name of the town except as otherwise provided by the laws of the state.

(e) Addressing council on question of personal privilege. The right of a member to address the town council on a question of personal privilege shall be limited to cases in which his/her integrity, character, or motives are assailed, questioned or impugned.

(f) Dissents and protests. Any member shall have the right to express dissent from or protest against any ordinance or resolution of the town council and have the reason therefor entered upon the minutes. Such dissent or protest shall be filed in writing and presented to the town council not later than the next regular meeting following the date of passage of the ordinance or resolution objected to.

(g) Voting required; excuse from voting. No member shall be excused from voting except for lack of information and except on matters involving the consideration of his/her own official conduct, or where his/her personal interests are involved, and in these instances he/she shall abstain. Any member prohibited from voting by personal interest shall announce at the commencement of consideration of the matter and shall not enter into discussion or debate on any such matter. The member having briefly stated the reason for his/her request, the excuse from voting shall be made without debate.

(h) Order of precedence of motions.

(1) The following motions shall have priority in the order indicated:

(A) Adjourn (when unqualified), and is not debatable and may not be amended;

- (B) Take a recess (when privileged);
- (C) Raise a question of privilege;
- (D) Lay on the table;
- (E) Previous question (2/3 vote of those present required);
- (F) Limit or extend limits of debate (2/3 vote of those present required);
- (G) Postpone to a certain time;
- (H) Commit or refer;
- (I) Amend;
- (J) Postpone indefinitely;
- (K) Main motion.

(2) The first two (2) motions are not always privileged. To adjourn shall lose its privileged character and be the main motion if in any way qualified. To take a recess shall be privileged only when other business is pending.

(3) A motion to adjourn is not in order:

- (A) When repeated without intervening business or discussion;
- (B) When made as an interruption of a member while speaking;
- (C) While a vote is being taken.

(4) Can be amended - others cannot be amended.

(5) A motion to amend shall be undebatable when the question to be amended is undebatable.

(i) Motion to reconsider action. A motion to reconsider any action of the town council can be made not later than the next succeeding official meeting of the town council. Such a motion can only be made by a member who voted with the majority. It can be seconded by any member. No question shall be twice reconsidered, except by unanimous consent of the town council, except that action relating to any contract may be reconsidered at any time before the final execution thereof.

(j) Moving the previous question. When the previous question is moved and seconded, it shall be put as follows: "Shall the main question be not [now] put?" There shall then be no further

amendment or debate, but pending amendments shall be put in their order before the main question. If the motion for the previous question is lost, the main question remains before the council. An affirmative vote of three-fifths (3/5) of the town council shall be required to move the previous question. To demand the previous question is equivalent in effect to moving “that debate now cease, and the town council immediately proceed to vote on the pending motion.” In practice, this is done with the phrase “Call for the question,” or simply saying “question.”

(k) Withdrawal of motions. A motion may be withdrawn or modified by its mover without asking permission until the motion has been stated by the chairman. If the mover modifies his/her motion, the seconder may withdraw his/her second. After the question has been stated, the mover shall neither withdraw it nor modify it without the consent of the town council.

(l) Amendments. No motion or proposition of the subject different from that under consideration shall be admitted under color of amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order.

(m) Approval of appropriations. Before formal approval by the town council of motions providing for appropriation of money, information must be presented to the town council showing the purpose of the appropriation. In addition, before finally acting on such an appropriation, the town council shall obtain a report from the director of finance as to the availability of funds and his/her recommendation as to the fund from which said appropriation shall be paid.

(n) Transfer of appropriations. At the request of the director of finance, and within the last three (3) months of the budget year, the town council may by ordinance transfer an unencumbered balance of an appropriation made for the use of one department, division, or purpose.

Sec. 1.03.038 Committees, boards and commissions

(a) Council committees. The town council may, as needed, authorize the appointment of ad hoc council committees. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the town council.

(b) Citizen boards, commissions and committees. The town council may create other committees, boards, and commissions to assist in the conduct of the operation of the town government with such duties as the town council may specify not inconsistent with the laws of the state. Any committees, boards, or commissions so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority of the vote of the town council. No committee so appointed shall have powers other than advisory to the town council, except as otherwise specified by the laws of the state.

(1) Initial appointments to any board, commission, and committee shall be determined in one-year or two-year terms for said established board, commission or committee. Terms shall commence on the first day of November of each year and end on October 31st of each year.

- (2) Subsequent appointments shall be for two-year terms and shall commence on the first day of November and end on October 31st, two (2) years thence.
- (3) Vacancies created or occurring shall be filled by the town council for the unexpired term of the board, commission or committee member.
- (4) Each board, commission, or committee shall establish rules of procedures for operation and submit said procedures to the town council for final approval.
- (5) Each board, commission, or committee shall prepare and submit a proposed budget (if applicable) each year to the town council for their consideration.
- (6) The chairman of each board, commission, or committee shall report to the town council upon request and prepare and present an annual report.
- (7) The policy of the town council is that members of the various town boards, commissions, and committees be removed from office for lack of attendance at the various meetings of the boards, commissions, and committees. Members may be removed on the following basis:
 - (A) Regular meetings. Members may be removed from office for three (3) unexcused absences during the course of one year and/or lack of attendance at fifty percent (50%) of the number of regular meetings in the year.
 - (B) Special called meetings. Members may be removed from office for lack of attendance at fifty percent (50%) of the number of special called meetings in one year.
 - (C) An unexcused absence is defined as an absence for which no advance notification is given and/or as determined by the affected board, commission, or committee.

Sec. 1.03.039 Appointment of municipal judge and fair housing administrator

- (a) Municipal judge. As required by section 7.01.001, the judge of the municipal court of the town shall be appointed for a two-year term in the year in which the mayor is elected. Such appointments shall be made at the first organization meeting of the new town council. A vacancy shall be filled by the town council for the unexpired term of the municipal judge. Additional judges may be appointed as deemed necessary by the town council.
- (b) Fair housing administrator. As required by article 1.10, division 2, a fair housing administrator shall be appointed for a two-year term, with the first and initial appointment being effective immediately until October 31st. Each succeeding appointment would be from the 1st day of November to October 31st, two (2) years thence. A vacancy shall be filled by the town council for the unexpired term of the administrator.

Sec. 1.03.040 Selection of council officers, liaisons and representatives

At the first organizational meeting, the new town council shall elect from its membership the following:

- (1) Mayor pro tem; and
- (2) Other such officers as may be deemed necessary by the town council.

Sec. 1.03.041 Special voting requirements

Questions on which the voting requirement is varied by the state statutes and these rules are listed below:

- (1) Levying taxes. Ordinances providing for the assessment and collection of taxes require the approval of two-thirds (2/3) of the members of the town council elected.
- (2) Changes in zoning ordinance or zoning classifications. In cases of a written protest of a change in a zoning regulation or zoning classification by the owners of twenty percent (20%) or more either of the area of the lots included in such proposed change, or of the lots immediately adjoining the same and extending two hundred feet (200') therefrom, such amendment shall not become effective except by the favorable vote of three-fourths (3/4) of all members of the town council. Four (4) votes of the town council are required to override the decision of the planning and zoning commission that a zoning change be denied.

Sec. 1.03.042 Suspension or amendment of rules

(a) Suspension. Any provision of these rules not governed by state statutes may be temporarily suspended by a majority vote of the town council. The vote on any such suspension shall be taken by ayes and nays and entered upon the record.

(b) Amendment. These rules may be amended, or new rules adopted, by the affirmative vote of three (3) members of the town council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior town council meeting.