



**NOTICE OF A REGULAR MEETING
OF THE TOWN COUNCIL
MARCH 24, 2020 – 5:30 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 on March 24, 2020, at 5:30 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.

One or more members of the Town Council may participate in this meeting remotely in compliance with the Texas Open Meetings Act or under the provisions provided by the Governor of Texas in conjunction with the Declaration of Disaster enacted March 13, 2020.

In an effort to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code, telephonic capabilities will be utilized. Members of the public are entitled to participate remotely via Toll-Free Dial-In Number: 1-888-475-4499; Meeting ID: 369-941-165 or through Zoom meeting link at <https://zoom.us/j.369941165>. For more detailed instructions on how to participate in this meeting, visit our Agenda Page. The meeting will also be live-streamed on Argyle's website at: <http://argyletx.com>.

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. PUBLIC COMMENT:

This is an opportunity for the public to address the Town Council on any matter, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Each speaker is limited to five (5) minutes, unless the speaker requires the assistance of a translator, in which case the speaker is limited to ten (10) minutes, in accordance with applicable law. Each speaker shall approach the podium and state his/her name and address before speaking. Speakers shall address the governing body with civility that is conducive to appropriate public discussion. Speakers can address only the governing body as a whole and not individual city officials or employees. The public cannot speak from the gallery but only from the podium. Per the Texas Open Meetings Act, the Town Council is prohibited from deliberating or taking action on any matter not listed on the agenda. The Council may only: (1) make a statement of fact regarding the item; (2) make a recitation of existing

policy regarding the item; or (3) propose the item be placed on a future agenda, in accordance with Council adopted procedures.

In an effort to allow the public the ability to participate in the public comment portion and not attend the meeting in person, the Town will allow the following:

The public may email their comment to the Town Secretary by 5:00 pm on Tuesday, March 24 at emccomis@argyletx.com. The Town Secretary will read the email to Council during the public comment portion of the meeting. Please make sure to include your name and address, along with your comment pertaining to an item on the agenda, in the body of the email.

E. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

1. Town Council and Staff Presentations / Reports
 - a. Crawford Road Project Sidewalks – Interim Town Manager Jeff Howell
 - b. Town Facility Renovations Update – Interim Town Manager Jeff Howell
 - c. Annual Financial Report (Audit) – Vail and Park, P.C.

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 February 25, 2020 Regular Town Council meeting minutes as recorded.
2. Consider approval and acceptance of the Annual Financial Report for Fiscal Year 2019.
3. Discuss and consider appropriate action to amend the Professional Services Agreement with Teague Nall and Perkins for Crawford Road engineering with Amendment No. 1.
4. Consider approval of Ordinance 2020-05 amending Article 1.03 Town Council, Division 2, Rules of Procedure of the Town of Argyle Code of Ordinances, Town Council Rules of Procedure.
5. Consider approval of Ordinance 2020-06 amending Article 1.04 Town Officers of the Town of Argyle Code of Ordinances.
6. Consider approval of Resolution 2020-03 establishing the regular council meetings for the remainder of the 2020 calendar year.
7. Discuss and consider approval of Resolution 2020-06 of the Town Council ratifying the Mayor's declaration of local disaster regarding the COVID-19 virus beyond seven days pursuant to Section 418.108(b) of the Texas Government Code; limiting the number of people at gatherings to prevent or limit the spread of COVID-19; and other related matters addressing the public health emergency caused by COVID-19.

G. PUBLIC HEARING ITEMS:

1. Consider Ordinance 2020-10 approving the 2020 Wastewater and Roadway Impact Fee Study, Land Use Assumptions, Wastewater and Roadway Capital Improvements Plans, and the Wastewater and Roadway Impact Fee Rates.
2. Consider and take appropriate action on an ordinance for a Specific Use Permit (SUP-20-002) for Honey's Farm, a proposed wedding and event venue to be located at 1802 Knight Street, being legally described as Lots 1-2, Block A, Myles Addition, Town of Argyle, Denton County, Texas. *(This applicant has requested to withdraw this agenda item.)*

H. ACTION ITEMS:

1. Discuss and consider appropriate action to engage Vail & Park, P.C. to perform limited scope audits for the Lakes of Argyle Public Improvements District No. 1 and Waterbrook of Argyle Public Improvements District No. 2 for the years ended September 30, 2018 and 2019 and for the six months ended March 31, 2020.
2. Consider and take appropriate action on a Site Plan (SP-20-001) for Rapid Med, a proposed 5,825 square-foot medical office, located on approximately 1.03 acres of land, legally described as Tracts 16-18, a portion of Stephan A. Chambers Survey, Abstract No. 308, located in the Town of Argyle, Denton County, Texas.
3. Consider approval of Ordinance 2020-07 amending Ordinance 2019-24, thereby amending the Town of Argyle Fiscal Year 2019–2020 Annual Budget to reflect increased costs in the amount of \$318,890 to be paid from General Fund Balance.
4. Consider approval of Ordinance 2020-08 amending Ordinance 2020-07, thereby amending the Town of Argyle Fiscal Year 2019-2020 Annual Budget to reflect the addition of two police officer positions in the amount of \$102,000 to be paid from the General Fund balance.
5. Discuss and consider approval of Ordinance 2020-09 authorizing the issuance of the Town of Argyle, Texas General Obligation Refunding Bonds, Series 2020, levying a tax for the payment of said bonds and resolving other matters incident and related thereto, including the approval of a paying agent/registrar agreement and a purchase letter.
6. Discuss and consider appropriate action authorizing the Interim Town Manager to accept a Records Retention Processing Proposal from Records Consultant, Inc. (RCI).
7. Discuss and consider approval of Resolution 2020-04 revising the Town of Argyles Purchasing and Procedures Policy.
8. Discuss and consider approval of Resolution 2020-05 amending the 2016 Employee Handbook.

9. Discuss and consider approval of ordinances of the Town of Argyle to postpone the General Election and Special Election to be held on May 2, 2020, to the November 3, 2020, Uniform Election Day.
10. *Tabled from previous meeting* - Consider possible change orders for South Gibbons Road and Harpole Road and to provide staff with direction regarding completion of the project associated with the 2019 Capital Improvements Plan for road improvements.

I. EXECUTIVE SESSION

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

1. §551.071: Consultation with town attorney on pending or contemplated litigation and on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
 - a. 2019 Road Street Improvement Project Agreements
 - b. Attorney General letter ruling OR2020-05506
 - c. Attorney General letter ruling OR2020-05951
 - d. Waterbrook development PID and TIRZ issues.
2. § 551.074: Personnel matters (to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.)
 - a. Town Attorney

J. RECONVENE INTO OPEN SESSION: In accordance with Texas Government Code, Section 551, the Town Council will reconvene into Regular Session and consider action, if any, on matters discussed in Executive Session.

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 11:00 am on March 20, 2020.




Erika, 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.

A quorum of the members of the Planning and Zoning Commission, Economic Development Corporation, and Crime Control Prevention District may be in attendance at this meeting.

The boards/commissions will take no action during the course of this meeting.

 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:**

Presentation and update regarding the engagement of R2DC Retail & Residential Design Consultants to provide design services for a portion of Town Hall and the Accessory Building (Parsonage).

Meeting Date:

March 24, 2020

Requested by:

Councilmember Meyers

Prepared by:

Jeffrey Howell, Interim Town Manager

Background:

There have been previous discussions regarding facility planning. At the January 28th meeting, Councilmember Schmidt moved to approve authorizing Councilmember Myers to conduct a purpose study of the parsonage adjacent to Town Hall, Councilmember Livingston seconded the motion, and Council voted to approve. This agreement begins the design process for the 'parsonage' (hereinafter referred to as the Accessory Building). Given funds were already included in the budget for this purpose the Town Manager approved this agreement and it is being shared for acknowledgment of the commencement of this project.

Financial Impact:

Funds for facility planning were included in the budget in the Capital Improvements Fund

Requested Action:

None

Attachments:

R2DC Design Proposal



Design Proposal

Van Eisenmann
 Owner - President
 6704 Purbeck Trail
 Denton, Texas 76210
 832-768-1095
veisenmann@verizon.net

February 28, 2019

The City of Argyle Town Hall & Accessory Building Building Remodels

Contact Person: Sherri Myers

Project General Scope of Work

Town Hall Building Office Layout: Remove cubical style offices and replace with full height drywall partitioned offices. The existing perimeter office spaces are to remain. Provide new center space layout with office and conference room configuration.

Accessory Building: Provide new breezeway connecting the Town Hall building to the accessory building. Study covered Patio in front of accessory building. Remodel front elevation of accessory building to make it more cohesive with the Town Hall Building. Remodel the interior of the accessory building dividing spaces between meeting rooms and offices.

PLANNING & DESIGN SERVICES

Argyle Town Hall & Accessory Building Remodels * 308 Denton St. E * Argyle, Texas

PROPOSAL MATRIX							
Scope of Work (Shaded)	Flat Rate (see line items)	Estimated Square Feet	Estimated Fee	Progress	Paid To Date	Remaining Balance	Due
SITE & ARCHITECTURAL		NA		On-Site Walk 02/24/20	NA	NA	NA
On-Site Survey & Study			700				
Site Planning & Design			900				
As-Built Floor Plans			900				
Floor Plan Design			1,500				
Exterior Elevation Design			600				
Electrical & Lighting Design			600				
CD Submittal/Coordination			1,000				
HVAC Dwg./Calc. Coordination	See note A		1,000				
Total Site & Architectural			6,200				

INTERIOR ARCHITECTURAL	Rate						
Interior Elevations	NA						
Custom Millwork Design	NA						
Décor/Visual	NA						
Total	NA						
Grand Total			7,200				

Total Project Quote (this is not a bill – for approval only)	\$7,200
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- Please pay (\$3,100) when Floor Plan & Site Plan designs are approved to complete production work
 - Please pay the balance of the total fee (\$3,100) when production is completed & Released for Estimates or Bids
 - Revisions-additions-omissions to drawings after released for estimates & Bids- additional fee @ \$75 per hour
 - Time to complete CD bid set to be determined once project is approved to proceed
- Note A:** HVAC line item fee will only be applied if additional engineering documents are required.

Thank you for your business!

Signature of Approval _____

Jeffrey Howell, Interim Town Manager



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of the February 25, 2020 Regular Town Council meeting minutes as recorded.

Meeting Date:

March 24, 2020

Requested/Prepared by:

Erika McComis, Town Secretary

Background:

The minutes of the Town Council Meeting are recorded by the Town Secretary and presented to the Council for approval.

Staff Recommendation:

Move to approve the minutes of the Town Council of Argyle as recorded.

Attachments:

Minutes of the February 25, 2020 Regular Council Meeting



Town Council Regular Meeting Minutes – February 25, 2020

The Regular Meeting of the Town Council was held on **February 25, 2020** at 6:00 p.m. at the Argyle Town Hall. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at Argyle Town Hall, giving notice of time, date, place, and agenda thereof.

A. CALL REGULAR MEETING OF THE TOWN COUNCIL TO ORDER

Mayor Moser called the Regular Meeting to order at 6:02 p.m.

Attendee Name	Title	Status	Arrived
Donald Moser	Mayor	Present	
Cynthia Hermann	Mayor Pro Tem, Place 4	Present	
Bryan Livingston	Council Member, Place 1	Present	
Ronald Schmidt	Council Member, Place 2	Present	
Sherri Myers	Council Member, Place 3	Present	
Marla Hawkesworth	Council Member, Place 5	Present	
Andy Messer	Town Attorney		
Jeff Howell	Interim Town Manager		

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. PUBLIC COMMENT:

This is an opportunity for the public to address the Town Council on any matter, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing begins. Each speaker is limited to five (5) minutes, unless the speaker requires the assistance of a translator, in which case the speaker is limited to ten (10) minutes, in accordance with applicable law. Each speaker shall approach the podium and state his/her name and address before speaking. Speakers shall address the governing body with civility that is conducive to appropriate public discussion. Speakers can address only the governing body and not individual city officials or employees. The public cannot speak from the gallery but only from the podium. Per the Texas Open Meetings Act, the Town Council is prohibited from deliberating or taking action on any matter not listed on the agenda. The Council may only: (1) make a

statement of fact regarding the item; (2) make a recitation of existing policy regarding the item; or (3) propose the item be placed on a future agenda, in accordance with Council adopted procedures.

No speakers

E. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

1. Town Council and Staff Presentations / Reports
 - a. Fiscal Year 2019 Audit, presented by Vail and Park, PC
 - b. CoServ Grant – David Hawkins, Community Development Director
 - c. Facility Purpose Study – Councilmember Myers
 - d. Strategic Planning Committee – Mayor Pro Tem Hermann

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 December 10, 2019 Joint Town Council meeting minutes as recorded.
2. Consider approval of the January 28, 2020 Regular Town Council meeting minutes as recorded.
3. Consider approval of the February 11, 2020 Town Council Work Session minutes as recorded.
4. Consider approval of a resolution approving a revised Interlocal Cooperation Contract with Texas Department of Public Safety for the purpose of participating in the Failure to Appear Program.
5. Consider approval of a License and Service Agreement with Tyler Technologies for the purpose of purchasing Executime Time and Attendance Software.
6. Consider approval of the 2019 Argyle Police Department annual analysis of racial profiling statistics for police personnel.
7. Consider approval and acceptance of the Annual Financial Report for Fiscal Year 2019.

Councilmember Hawkesworth asked that item F.5. be removed from consent and considered separately. Town Secretary Erika McComis asked for items F.4 and F.7. to be removed.

ACTION: Item F.1. to F.3. and F.6.

APPROVED

Mayor Pro Tem Hermann moved to approve consent agenda items F1, F2, F3, and F6 as presented. Councilmember Schmidt seconded the motion. The motion passed 5-0.

Item F.5. – Ms. McComis informed Council this item is being brought forth at the request of Councilmember Livingston and Councilmember Schmidt as they conducted an overview of the audit process and staff processes for payroll. Ms. McComis gave Council a brief overview of the Executime Software and the benefits of implementing the timekeeping software.

ACTION: Item F.5.

APPROVED

Councilmember Livingston moved to authorize the expenditure and to approve a License and Service Agreement with Tyler Technologies for the purpose of purchasing Executime Time and Attendance Software. Councilmember Schmidt seconded the motion. The motion passed 5-0.

Items F.4 and F.7. were removed from the agenda and not discussed for consideration.

G. PUBLIC HEARING ITEMS:

1. Consider an ordinance approving a Specific Use Permit (SUP-20-001) for Paws & Play to operate a Kennel (Outdoor pens), a proposed dog boarding venue at a single-family residence, to be located at 432 Taylor Road, being legally described as 2.62 acres in the Patrick Rock Survey, Abstract No. 1063A, Town of Argyle, Denton County, Texas.

Mayor Moser informed Council a letter was sent to the Town from the applicant requesting to withdraw the request for a Specific Use Permit.

Councilmember Myers asked to recuse herself due to a conflict with the item.

Mayor Moser opened and closed the public hearing with no speakers.

ACTION: Item G.1.

WITHDRAWAL ACCEPTED

Mayor Pro Tem Hermann moved to accept the applicant's request to withdraw the application for a Specific Use Permit. Councilmember Schmidt seconded the motion. For: Unanimous. The motion passed 4-0.

H. ACTION ITEMS:

1. Discuss and seek guidance from Council regarding a bond refunding opportunity.

Kim Collins, Finance Director, informed Council the Town's Bond Advisor, Hilltop Securities, sent notice that our Series 2010 Certificate of Obligation initially issued in the amount of \$3,650,000, is eligible for refunding. The refunding has a potential

savings of \$235,600, and the approval of the refunding will be presented to Council at the March 24th meeting.

ACTION: Item H.1.

APPROVED

Councilmember Livingston moved to authorize Staff to move forward with the refunding process. Councilmember Myers seconded the motion. For: Unanimous. The motion passed 5-0.

2. Consider possible change orders for South Gibbons Road and Harpole Road and to provide staff with direction regarding completion of the project associated with the 2019 Capital Improvements Plan for road improvements.

Troy Norton, Public Works Director and Gary Vickery, Town Engineer updated Council as to the progress of the 2019 Road Improvement Project. Mr. Vickery brought two options to Council for change orders on how to move forward with the level-up course on S. Gibbons Road and Harpole Road. The options presented to Council were to reconstruct an additional four inches of asphalt or an additional two inches of asphalt to allow for ride quality improvement. The change order for the four-inch reconstruction is above the 25% allowed and would need to be rebid before the Town could move forward with the process. Councilmember Livingston asked if the contract could be terminated before any other road work is started. Town Attorney Andy Messer advised he would review the contract and get back to Staff.

ACTION: Item H.2.

TABLED

Councilmember Livingston moved to table this item until the March 24, 2020 meeting. Mayor Pro Tem Hermann seconded the motion. For: Unanimous. The motion passed 5-0.

3. Consider approval of an ordinance providing for a reasonable limit on the amount of time to be spent without charge for repeat public information requestors and requiring payment for time and expenditures incurred beyond this limit.

Ms. McComis asked that the proposed ordinance not be considered by Council.

ACTION: Item H.3.

NO ACTION TAKEN

4. Consider approval of an ordinance amending Chapter 1, Division 2 of the Town of Argyle Code of Ordinances, Town Council Rules of Procedure.

Mr. Messer informed Council this ordinance was reviewed during the ongoing overall review of Town Ordinances. Council went over the proposed ordinance with the Town Attorney providing suggested changes to make before final approval of the ordinance. Mr. Howell stated he had received feedback from Council for the need to move to two meetings per month for regular council meetings. He further advised

moving the meeting date from Tuesday to Monday would be beneficial to allow Staff and Council to attend school functions, which are typically held on Tuesday, Thursday, or Friday.

ACTION: Item H.4.

TABLED

Mayor Pro Tem Hermann moved to table this item until the March 24, 2020 meeting. Councilmember Livingston seconded the motion. For: Unanimous. The motion passed 5-0.

I. EXECUTIVE SESSION

At 8:04 p.m. the Town Council adjourned into executive session pursuant to Texas Government Code, Annotated, Chapter 551, Subchapter D to discuss the following:

1. 551.071: Consultation with town attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
 - a. Duties and Responsibilities of Town Officers
 - b. Waterbrook Drainage Issues
 - c. Form Based Code Compliance

J. RECONVENE INTO OPEN SESSION: In accordance with Texas Government Code, Section 551, the Town Council will reconvene into Regular Session and consider action, if any, on matters discussed in Executive Session.

The Town Council reconvened in to Regular Session at 10:11 p.m. with no action taken from Executive Session discussion.

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*)

Councilmember Schmidt would like Council to receive a report of necessary repairs for Town Hall.

Councilmember Schmidt would like an agenda item to discuss adding sidewalks to the Crawford Road Project.

Councilmember Schmidt would like to begin the budget process and have a workshop with Staff to go over the budget and suggested starting with Public Works.

Mayor Moser would like to discuss the possibility of hiring part-time staff to assist the Town Secretary/HR Director with assigned duties.

L. ADJOURN

There being no further business, Mayor Moser adjourned the regular session at 10:15 p.m.

Donald Moser, Mayor

Erika McComis, Town Secretary

DRAFT



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Consider approval and acceptance of the Annual Financial Report for Fiscal Year 2019.

Meeting date:

March 24, 2020

Requested by:

Kim Collins, Director of Finance

Background:

The Annual Financial Report for Fiscal Year 2019 was presented to Council at the February 25, 2020 meeting. Council was not able to accept and approve the final report as the Attorney Representation letter had not been received. We anticipate having the attorney letter by the Council meeting which will be reflected in the final audit and handed out at the meeting. We don't anticipate the need for a separate presentation, but our auditor, Mike Vail, will be at the meeting and is currently scheduled to conduct a workshop as requested by Council at the February meeting.

Financial Impact:

None

Staff Recommendation:

Staff recommends approval of the FY19 Audit

Requested Action:

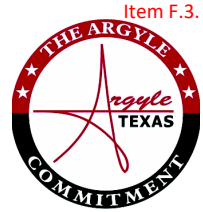
Approval of the Annual Financial Report for Fiscal Year 2019

Attachments:

None



TOWN COUNCIL DATA SHEET



Agenda Item:

Discuss and consider appropriate action to amend the Professional Services Agreement with Teague Nall and Perkins for Crawford Road engineering with Amendment No. 1.

Meeting Date:

March 24, 2020

Requested by:

Gary Vickery, Town Engineer

Prepared by:

Jeffrey Howell, Interim Town Manager

Background:

This amendment is to add field surveying and engineering design of a right turn slip lane on the proposed roundabout, and addition of the fourth lane on John Paine Road from Crawford Road to Meandering Creek. This additional effort is also being added to the Interlocal Agreement (ILA) between the Town and Denton County as an amendment to that ILA. The cost of the survey and engineering is included in the ILA.

Financial Impact:

This is financed through an increase in the County participation to this project

Requested Action:

Staff recommends approval of this agreement.

Attachments:

Amendment No. 1 to Professional Services Agreement

Amendment No. 1 to Professional Services Agreement

**Town of Argyle
Crawford Road**

This amendment is to add field surveying and engineering design of a right turn slip lane on the proposed roundabout, and addition of the fourth lane on John Paine Road from Crawford Road to Meandering Creek. This additional effort is also being added to the Interlocal Agreement (ILA) between the Town and Denton County as an amendment to that ILA. The cost of the survey and engineering is included in the ILA.

Assumptions & Clarifications

- It is assumed that no additional right-of-way will be needed to accommodate the additional features, though an analysis will be made to confirm the location of the existing right-of-way.
- It is assumed that no additional storm drain will be required, other than the addition of two inlets.
- It is expected that the row of trees along the west side of John Paine will need to be removed.

Fees - Amendment No. 1

Engineering	\$ 8,000
Design Survey	<u>\$ 3,150</u>
Total Amendment No. 1	\$ 11,150

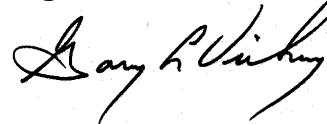
Summary of Amended Contract

Original Contract Fee	\$ 389,700
Amendment No. 1	<u>\$ 11,150</u>
Amended Contract Fee	\$ 400,850

Town of Argyle

Date

Teague Nall and Perkins, Inc.



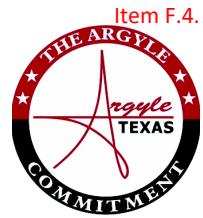
Gary L. Vickery, P.E.

Feb. 19, 2020

Date



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of Ordinance 2020-05 amending Article 1.03 Town Council, Division 2, Rules of Procedure of the Town of Argyle Code of Ordinances, Town Council Rules of Procedure.

Meeting Date:

March 24, 2020

Requested by:

Mayor Moser

Prepared by:

Erika McComis, Town Secretary
Andy Messer, Town Attorney

Background:

In response to a request from Mayor Moser and in order to address statutory changes adopted during the 86th Legislative Session, the Town Attorney has reviewed and prepared amendments to the Rules of Procedure for the Town Council. Amendments include general clarifying language, procedures for requesting items to be placed on the agenda, procedures for conducting open forum and time limits.

Financial Impact:

None

Requested Action:

Staff recommends approval of the draft ordinance amendments.

Attachments:

Draft Ordinance Amendments - Clean
Draft Ordinance Amendments - Redline

**TOWN OF ARGYLE, TEXAS
ORDINANCE 2020-05**

AN ORDINANCE OF THE TOWN OF ARGYLE AMENDING ARTICLE 1.03 TOWN COUNCIL, DIVISION 2 RULES OF PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed update of the Ordinance as outlined herein has been discussed and considered by the Town Council of the Town of Argyle, Texas and it has hereby been determined that it is in the best interest to the citizens of Argyle that said ordinance be updated and amended as herein described; and

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

SECTION 1. That the Code of Ordinance is hereby amended by adding:

“ARTICLE 1.03. DIVISION 2 TOWN COUNCIL 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 and sessions of a committee of the council shall be open to the public, excluding executive sessions or closed meetings in accordance with the Texas Open Meetings Act.
- (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 of the councilmembers shall constitute a quorum.
- (c) *Attendance of councilmembers.* 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 regular consecutive meetings of the town council shall be deemed to have vacated his/her office, unless due to sickness or the member has first obtained a leave of absence at a regular meeting, pursuant to Section 22.041(b) of the Local Government Code as amended.
- (d) *Minutes of meetings.* The minutes of all open meetings of the town council, for both open and closed session, shall be maintained and made available in accordance with Section 551 of the Government Code, as amended, by the town secretary

(e) *Questions to contain one subject.* All questions submitted for a vote shall contain only one subject. If two or more points are involved, any member may require a division, if the question reasonably admits of a division.

(f) *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.

(g) *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.

(h) *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.

(i) *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.

(j) *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 provide guidance. The order of motions shall be governed by Roberts' Rules of Order (Revised).

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 and procedures of the town council.

(2) A councilmember, 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 councilmember 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 the 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.

(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 appropriate to ensure 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.

(c) *Public.*

(1) Members of the public 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) Members of the public shall refrain from disruptive private conversations in the chamber while the town council is in session.

(3) Members of the public attending town council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to the administrative staff. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the presiding officer, who may 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/her to enforce the rules, and the affirmative vote of four members of the town council shall require the presiding officer to act.

(4) 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 second and fourth Monday of each month or at other times set by the town council, unless postponed or cancelled in accordance with applicable law. All regular meetings of the town council shall be held at town hall or such other location designated on the written notice of the meeting.

(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 members of the town council or on the application of three members of the town council, and shall be sufficient if the notice is posted one hour 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 on his/her own behalf or be represented by counsel or agent. Those persons wishing to speak must first complete a sign in sheet providing their name, address and position on the hearing.

(2) The town 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 and applicable law.

(e) Conducting public hearings.

(1) The town council shall call to order, or cause to be called to order by the mayor or the town 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. The mayor may call upon town residents to speak first.

(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, as needed to clarify statements and/or 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 unless a higher majority requirement is required by law.

(g) Disqualification from voting.

(1) Prior to a hearing or agenda item, a member shall file the required conflict of interest 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. Conflict of interest affidavits may be obtained from the town secretary.

(2) A member may disclose any information which was received outside the scope of any public meeting and which is substantive and relevant to their consideration of the item.

(h) *Executive Session/Closed Meetings.* As permitted by law, the town council shall meet in executive session in accordance with the requirements of the Texas Open Meetings Act. The town secretary shall attend the executive session 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 on the town's website, in accordance with the requirements of the Texas Open Meetings Act.

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 Mayor 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.

(g) *Call for recess.* The chairman may call for a recess of up to 15 minutes at regular intervals of approximately one hour at appropriate points in the meeting agenda, or if requested by any two members.

SEC. 1.03.036 - ORDER OF BUSINESS; PRESENTATIONS TO COUNCIL.

(a) *Agenda.* The order of business for each meeting shall be as contained in the agenda prepared by the town secretary unless changed by the mayor or town council. The agenda shall be listed by topic or subjects to be discussed, and considered and/or acted upon by the town council. Conduct

of business at special meetings shall be likewise governed by an agenda and the rules of procedure 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 placed on the agenda of a subsequent town council meeting, in accordance with town rules of procedure and the Texas Open Meetings Act.

(c) Upon the request of one councilmember to the town administrator or town secretary an item for discussion and/or action shall be placed on the agenda within two council meetings; or, if requested by a councilmember during a meeting, the item shall be placed on a town council agenda within two council meetings. The agenda item may not be removed from the council agenda without the requesting councilmember's consent.

(d) *Open forum.* The open forum shall be scheduled prior to deliberation of agenda items. This is an opportunity for any person in attendance to address the council regarding any matter, except public hearings. Comments related to public hearings will be heard when the specific hearing begins. To address the Council, speakers must sign in prior to the start of the meeting. Each speaker shall approach the podium and state his/her name and street address before speaking. Speakers shall address the Council, as a whole, with civility that is conducive to appropriate public discussion. The public cannot speak from the gallery but only from the podium.

Per the Texas Open Meetings Act, the Council is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (i) make a statement of fact regarding the item; (ii) make a recitation of existing policy; or (iii) propose the item be placed on a future agenda, in accordance with Council procedures.

(e) *Time limit.* Speakers before the town council are limited to five (5) minutes per speaker or another time limit announced by the Mayor for speakers, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law.

SEC. 1.03.037 - ORDINANCES, RESOLUTIONS AND MOTIONS.

(a) *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.

(b) *Recording of votes.* The ayes and noes shall be taken upon the passage of all ordinances and resolutions and the vote of each member shall be recorded in the minutes.

(c) *Majority vote required.* An affirmative vote of three 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.

(d) *Voting required; excuse from voting.* No member shall be excused from voting 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.

(e) *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.

(f) *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 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."

(g) *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.

(h) *Amendments.* No motion or proposition of the subject different from that under consideration shall be admitted under an 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.

(i) *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 town administrator or town treasurer as to the availability of funds and his/her recommendation as to the fund from which said appropriation shall be paid.

(j) *Transfer of appropriations.* At the request of the town administrator or town treasurer, and within the last three 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.

SEC. 1.03.039 - 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. 1.03.040 - 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 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 20 percent or more either of the area of the lots included in such proposed change, or of the lots immediately adjoining the same and extending 200 feet therefrom, such amendment shall not become effective except by the favorable vote of three-fourths of all members of the town council. Four votes of the town council are required to override the decision of the planning and zoning commission that a zoning change be denied.

SEC. 1.03.041 - 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 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.

SECTION 2. That all provisions of the ordinances of the Town of Argyle in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the Town of Argyle not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. In order to protect the public interest, comfort and general welfare, this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 24th DAY OF MARCH, 2020.

APPROVED:

Donald Moser, Mayor

ATTEST:

Erika McComis, Town Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, Town Attorney

**TOWN OF ARGYLE, TEXAS
ORDINANCE 2020-XX**

AN ORDINANCE OF THE TOWN OF ARGYLE AMENDING ARTICLE 1.03 TOWN COUNCIL, DIVISION 2 RULES OF PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed update of the Ordinance as outlined herein has been discussed and considered by the Town Council of the Town of Argyle, Texas and it has hereby been determined that it is in the best interest to the citizens of Argyle that said ordinance be updated and amended as herein described; and

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

SECTION 1. That the Code of Ordinance is hereby amended by adding:

“ARTICLE 1.03. DIVISION 2 TOWN COUNCIL 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 and sessions of a committee of the council shall be open to the public, excluding executive sessions or closed meetings in accordance with the Texas Open Meetings Act.
- (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 of the councilmembers shall constitute a quorum.
- (c) *Attendance of councilmembers.* 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 regular consecutive meetings of the town council shall be deemed to have vacated his/her office, unless due to sickness or the member has first obtained a leave of absence at a regular meeting, pursuant to Section 22.041(b) of the Local Government Code as amended.
- ~~(d)~~ *Minutes of meetings.* The minutes of all open meetings of the town council, for both open and closed session, shall be maintained and made available in accordance with Section 551 of the Government Code, as amended, by the town secretary

(~~ef~~) *Questions to contain one subject.* All questions submitted for a vote shall contain only one subject. If two or more points are involved, any member may require a division, if the question reasonably admits of a division.

(~~fg~~) *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.

(~~gh~~) *Duties of town attorney; parliamentary.* 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 parliamentary unless there is no attorney for the town, in which event a parliamentary shall be appointed by resolution of the town council.

(~~hi~~) *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.

(~~ij~~) *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.

(~~jk~~) *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 provide guidance. The order of motions shall be governed by Roberts' Rules of Order (Revised) govern.

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(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.

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(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.

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sufficient if the notice is posted one hour before the meeting is convened. Notice of said meeting shall be given to the town secretary and town attorney.

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(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. The mayor may call upon town residents to speak first.

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(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).

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(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.

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(c) Upon the request of ~~one~~two councilmembers to the town ~~administrator-manager~~ or town secretary an item for discussion and/or action shall be placed on the agenda within two council meetings; or, if requested by a councilmember during a meeting, ~~if a second member supports the request,~~ the item shall be placed on a town council agenda within two council meetings.

~~i.~~ The agenda item may not be removed from the council agenda without the requesting councilmember's consent.

~~ii. A past agenda item or issue subject to a final vote of the council may be placed for reconsideration on a future council agenda at the written request of two councilmembers who voted on the prevailing side of the issue.~~

(d) *Open forum.* The open forum shall be scheduled prior to deliberation of agenda items. This is an opportunity for any person in attendance to address the council regarding any matter, except public hearings. Comments related to public hearings will be heard when the specific hearing begins. To address the Council, speakers must sign in prior to the start of the meeting. Each speaker shall approach the podium and state his/her name and street address before speaking. Speakers shall address the Council, as a whole, with civility that is conducive to appropriate public discussion. The public cannot speak from the gallery but only from the podium.

Per the Texas Open Meetings Act, the Council is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (i) make a statement of fact regarding the item; (ii) make a recitation of existing policy; or (iii) propose the item be placed on a future agenda, in accordance with Council procedures.

(e) *Time limit.* Speakers before the town council are limited to five (5)~~three (3)~~ minutes per speaker or another time limit announced by the Mayor for speakers, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law.

Commented [AM1]: Gives flexibility in conducting the meeting depending on the circumstances

SEC. 1.03.037 - ORDINANCES, RESOLUTIONS AND MOTIONS.

(a) *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.

(b) *Recording of votes.* The ayes and ~~noes~~ shall be taken upon the passage of all ordinances and resolutions and the vote of each member shall be recorded in the minutes.

(c) *Majority vote required.* An affirmative vote of three 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.

(d) *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.

(e) *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.

Commented [AM2]: Removed previous Sec. 1.03.036 (c)ii as this provision has the same intent but is more specific than 1.03.036(c)ii.

(f) *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 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."

(g) *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.

(h) *Amendments.* No motion or proposition of the subject different from that under consideration shall be admitted under an 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.

(i) *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 town ~~administrator~~ ~~manager~~ or ~~town treasurer~~ ~~director of~~

~~finance~~ as to the availability of funds and his/her recommendation as to the fund from which said appropriation shall be paid.

(j) *Transfer of appropriations.* At the request of the town ~~administratormanager~~ or ~~town treasurerdirector of finance~~, and within the last three 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.

SEC. 1.03.039~~40~~ - 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. 1.03.040~~1~~ - 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 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 20 percent or more either of the area of the lots included in such proposed change, or of the lots immediately adjoining the same and extending 200 feet therefrom, such amendment shall not become effective except by the favorable vote of three-fourths of all members of the town council. Four votes of the town council are required to override the decision of the planning and zoning commission that a zoning change be denied.

SEC. 1.03.041~~2~~ - 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 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.

SECTION 2. That all provisions of the ordinances of the Town of Argyle in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the Town of Argyle not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. In order to protect the public interest, comfort and general welfare, this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 24th DAY OF MARCH, 2020.

APPROVED:

Donald Moser, Mayor

ATTEST:

Erika McComis, Town Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, Town Attorney



TOWN COUNCIL DATA SHEET



Agenda Item:

Discuss and consider approval of Ordinance 2020-06 amending Article 1.04 Town Officers of the Town of Argyle Code of Ordinances.

Meeting Date:

March 24, 2020

Requested by:

Councilmember Livingston

Prepared by:

Jeff Howell, Interim Town Manager
Andy Messer, Town Attorney

Background:

This Ordinance is presented in response to a request from the Town Council. The proposed revision to Code of Ordinances seeks to more closely align the Town of Argyle Town Officers with the titles found in the Local Government Code Chapter 22 Subchapter C "Other Officers" or those generally found in a Type A General Law city. It is further intended to differentiate the Town of Argyle's Mayor/Council form of government versus the Council/Manager form of government. A Council/Manager form of government can only be created by the electorate and no such election has taken place in Argyle for that purpose.

Financial Impact:

None

Requested Action:

Staff recommends approval of the draft ordinance amendment.

Attachments:

Ordinance

**TOWN OF ARGYLE, TEXAS
ORDINANCE 2020-06**

AN ORDINANCE OF THE TOWN OF ARGYLE AMENDING ARTICLE 1.04 TOWN OFFICERS, PROVIDING FOR SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle, Texas (the “Town”) is a Type A general-law municipality created in accordance with the provisions of Chapter 6 of the Local Government Code (LGC) and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town derives its duties and powers from the general laws of the State of Texas and the Texas Constitution; and

WHEREAS, in accordance with LGC Chapter 22 the Town Argyle operates under the aldermanic form of government and commonly referred to as a Mayor/Council form of government; and,

WHEREAS, the Town Council has determined the other Town Officers titles and duties should more closely align to those found in LGC 22 Subchapter C and/or differentiate the Town as a Mayor/Council form of government versus a Council/Manager form of government; and,

WHEREAS, The Council/Manager form of government can only be created by the electorate and no such election has been held for that purpose; and,

WHEREAS, the proposed update of the Ordinance as outlined herein has been discussed and considered by the Town Council of the Town of Argyle, Texas and it has hereby been determined that it is in the best interest to the citizens of Argyle that the Code of Ordinances be updated and amended as herein described;

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

SECTION 1. That the Code of Ordinances is hereby amended as follows:

ARTICLE 1.04. - TOWN OFFICERS

Sec. 1.04.001 - Town Secretary.

- (a) *Office created, appointment.* There is hereby created the office of the town secretary. Said position shall be appointed and managed by the town council. The town secretary shall be subject to the town's employee handbook.
- (b) *Powers and duties.* The town secretary shall have those powers and duties as set forth in V.T.C.A., Local Government Code §22.073, as amended, and as further determined by the town council.

- (c) *Compensation and benefits.* The town secretary shall receive such compensation and employee benefits as the town administrator shall approve consistent with any budget authorizations from the town council.
- (d) *Assignment of duties.* The duties and responsibilities of the town secretary may be assigned by the town council to another town employee.

Sec. 1.04.002 - Town Administrator.

- (a) *Creation of office.* The office of the town administrator is hereby created.
- (b) *Appointment.* The town administrator shall be appointed by a majority vote of the members of the town council at a meeting at which a quorum is present. The term of office for the town administrator shall be at the discretion of the town council. During such times as the office of town administrator becomes vacant, the mayor shall serve as the acting town administrator until the town council shall convene to approve a new town administrator or appoint an interim town administrator.
- (c) *Conditions of employment.* The term of employment for the town administrator shall be at the discretion of the town council. The town administrator shall be an at-will employee of the town. The compensation for the town administrator shall be determined by the town council. Such compensation shall be reviewed annually by the town council for increase; any such increase shall be in the sole discretion of the town council.
- (d) *Duties and responsibilities.* The town administrator shall be the chief administrative officer of the town and shall be responsible to the town council for the proper management and administration of all affairs of the town as set forth by town ordinances, resolutions, other directives as established by the town council, and applicable state law. The town administrator shall have, but shall not be limited to, the duties and responsibilities outlined in this subsection:
 - (1) Prepare a plan of administration, including an organizational chart, which defines authority and responsibility for all positions of the town.
 - (2) Establish administrative procedures to increase the effectiveness and efficiency of the town government according to best practices in local government and in accordance with the adopted budget of the town.
 - (3) Recruit, hire, evaluate, promote, discipline or terminate employees in departments reporting to the town administrator in accordance with adopted policies.
 - (4) Manage and direct the work of town employees.
 - (5) Attend or appoint a representative to attend all meetings of the town council with a right to participate in the meetings, unless excused by the mayor or by majority vote of the town council; and assist the town council as necessary in the performance of its duties.
 - (6) Represent the mayor and town council in matters involving legislative and intergovernmental affairs when authorized by the town council.

- (7) Act as or designate the public information officer for the town with the responsibility of assuring that the news media are kept informed about the operations of the town and that all open meeting and public information rules and regulations are followed.
- (8) Establish and maintain procedures to facilitate communications between citizens and town government to assure that complaints, grievances, recommendations and other matters receive prompt attention by a town official or employee; and assure that all such matters are expeditiously addressed.
- (9) Establish and enforce administrative rules of the town.
- (10) Promote the economic well-being and growth of the town through public and private sector cooperation.
- (11) The town administrator shall have the responsibility to provide the administrative direction and coordination of all department heads of the town according to the established organization procedures.
- (12) Evaluate, in conjunction with department heads, the performance of all employees on an annual basis.
- (13) Serve as or designate a personnel director of the town, to ensure the town establish and maintain complete and current personnel records, including specific job descriptions, for all town employees consistent with the town council approved town personnel manual.
- (14) Prepare and administer a classification and pay plan for town employees in accordance with the approved budget.
- (15) Administer or designate an employee to administer the grievance procedures of the town in accordance with the approved town personnel manual.
- (16) Assist in preparation and submittal of the annual town budget to the town council and administer the approved budget.
- (17) Propose and present ordinances, resolutions and proclamations for consideration by the town council.
- (18) Stay informed, under the guidance of the town attorney, concerning current federal, state and county legislation and administrative rules affecting the town and submit appropriate reports and recommendations on those matters to the town council.
- (19) Ensure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills in accordance with the adopted budget.
- (20) Work with the mayor, the town council and the town secretary to ensure that appropriate agendas are prepared for all meetings of the town council, all town council committees and all other appropriate committees and commissions of the town, together with such supporting material as may be required, with nothing in this subsection being construed as to give the town administrator authority to limit or in any way prevent matters from being considered by the town council or any of its committees and commissions.

- (21) Inform the town council regularly about the activities of the town administrator's office.
- (22) Receive directives from the mayor in the event that action normally requiring town council approval is necessary in declared emergency situations and at a time when the town council cannot meet.

Sec. 1.04.003 – Town Treasurer.

- (a) *Office created, appointment.* There is hereby created the office of the town treasurer. Said position shall be appointed and managed by the town council. The town treasurer shall be subject to the town's employee handbook.
- (b) *Conditions of employment.* The term of employment and compensation for the town treasurer shall be at the discretion of the town council. Such compensation shall be reviewed annually by the town council. In the absence of the town treasurer, the town secretary shall serve as the acting town treasurer.
- (c) *Supervision.* The town treasurer shall report to and be responsible to the town council.
- (d) *Powers and duties.* The town treasurer, subject to limitations defined in resolutions and ordinances of the town and state statutes, shall be the town treasurer for the town, responsible directly to the town council for the proper administration and management of his/her duties, pursuant to the statutes of the state and the ordinances of the town, and the resolutions, board motions and directives of the town council. The town treasurer shall have, but shall not be limited to, the duties and responsibilities outlined in this subsection:
 - (1) The town treasurer shall have all the power, authority and duties assigned to him/her by state law, the Code of Ordinances and other ordinances of the town.
 - (2) The town treasurer shall have discretionary authority and responsibility to draw all warrants on the treasury, countersign the warrants, and keep, in a record provided for that purpose, an accurate account of the warrants.
 - (3) The town treasurer shall have discretionary authority to manage the town treasurer's office for the town in order to carry out directives of the town council.
 - (4) The town treasurer shall receive and securely keep all money belonging to the municipality.
 - (5) The town treasurer shall make all payments on the order of the mayor, attested by the town secretary of the municipality under the seal of the municipality.
 - (6) The town treasurer may not pay an order unless the face of the order shows that the governing body directed the issuance of the order and shows the purpose for which it is issued. For the purposes of this subsection, an adopted budget allowing for the expense shall serve as the order required by this subsection for all purchases made subsequent to that budget.
 - (7) The town treasurer shall render to the governing body a full statement of the receipts and payments. The statement must be rendered at the governing body's first regular meeting in every quarter and at other times as required by the governing body.
 - (8) The town treasurer shall have discretionary authority to perform all other duties

- required by law, ordinance, resolution, or order of the town council as evidenced by the majority vote of the town council.
- (9) The town treasurer shall have the responsibility to attend all meetings of the town council of the municipality when items appear on the agenda relating to financial matters of the town.
 - (10) If the town treasurer has subordinate members of his/her department, he/she may select a subordinate to serve in his/her place.
 - (11) The town treasurer shall have the responsibility for other duties and directives of the town council, as evidenced by the majority vote of the town council.
 - (12) The town treasurer shall have the responsibility to devote all hours of work of the town treasurer to town functions and business.
 - (13) The town treasurer shall have the responsibility to assist the town secretary in preparing all notices required under any regulation or ordinance of the municipality.
 - (14) The town treasurer serves as the general accountant of the municipality and shall keep regular accounts of the municipal receipts and disbursements.
 - (15) The town treasurer shall keep each cause of receipt and disbursement separately and under proper headings. The town treasurer shall also keep separate accounts with each person, including each officer, who has monetary transactions with the municipality.
 - (16) The town treasurer shall credit accounts allowed by proper authority and shall specify the particular transaction to which each entry applies.
 - (17) The town treasurer shall keep records of the accounts and other information covered by this section.
 - (18) The town treasurer shall track due dates and payments for all long-term debts and inform the town council of its schedule and progress.
 - (19) The town treasurer shall keep a register of bonds and bills issued by the municipality and all evidence of debt due and payable to the municipality, noting the relevant particulars and facts as they occur.
 - (20) The town treasurer shall have the responsibility to report regularly to the town council on the current fiscal position of the town.
 - (21) The town treasurer shall have the responsibility to serve as the acting town secretary whenever a vacancy exists in the position of town secretary. In such times the town treasurer shall have the authority and responsibility to perform all the duties and responsibilities of the town secretary until a qualified town secretary has been named.
 - (22)

Sec. 1.04.004 - Other officers.

- (a) Except as provided herein, the town council shall appoint, by council action, all other municipal officers of the town in accordance with the provisions of the Texas Local Government Code.
- (b) The powers and duties of persons appointed in accordance with this section shall be those required by state and federal law and as determined by the town council upon appointment and as revised from time to time.
- (c) The town council shall retain the authority to contract with qualified individuals to fill certain offices within the town when deemed appropriate. Positions which may be so contracted include but are not limited to engineer, attorney, and tax assessor-collector.

Sec. 1.04.005 - Bonds.

The town council may require municipal officers, police officers and any other town employees to execute a surety bond payable to the town and conditioned that the officer or employee will faithfully perform the duties of the office or position. The premium of such surety bond shall be paid by the town.

Sec. 1.04.006 - Appointment.

- (a) Nothing in this section shall be construed to prevent the governing body of the town from exercising its power to confer upon any officer additional duties, or combine duties of offices, as provided by law; provided however that except for the purpose of inquiry, the town council and its members shall deal with the offices and administrative services of the town solely through the town administrator and neither the town council nor any member thereof shall give orders to any subordinates of the town administrator, either publicly or privately.
- (b) The town council shall appoint persons to fill all town offices.

SECTION 2. All other references throughout the Code of Ordinances are hereby authorized to be changed from Town Manager to Town Administrator.

SECTION 3. All other references throughout the Code of Ordinances are hereby authorized to be changed from Finance Director to Town Treasurer.

SECTION 4. That all provisions of the ordinances of the Town of Argyle in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the Town of Argyle not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 6. In order to protect the public interest, comfort and general welfare, this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 24th DAY OF MARCH, 2020.

APPROVED:

Donald Moser, Mayor

ATTEST:

APPROVED AS TO FORM:

Erika McComis, Town Secretary

Andy Messer, Town Attorney

**TOWN OF ARGYLE, TEXAS
ORDINANCE 2020-XX**

AN ORDINANCE OF THE TOWN OF ARGYLE AMENDING ARTICLE 1.04 TOWN OFFICERS, PROVIDING FOR SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle, Texas (the “Town”) is a Type A general-law municipality created in accordance with the provisions of Chapter 6 of the Local Government Code (LGC) and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town derives its duties and powers from the general laws of the State of Texas and the Texas Constitution; and

WHEREAS, in accordance with LGC Chapter 22 the Town Argyle operates under the aldermanic form of government and commonly referred to as a Mayor/Council form of government; and,

WHEREAS, the Town Council has determined the other Town Officers titles and duties should more closely align to those found in LGC 22 Subchapter C and/or differentiate the Town as a Mayor/Council form of government versus a Council/Manager form of government; and,

WHEREAS, The Council/Manager form of government can only be created by the electorate and no such election has been held for that purpose; and,

WHEREAS, the proposed update of the Ordinance as outlined herein has been discussed and considered by the Town Council of the Town of Argyle, Texas and it has hereby been determined that it is in the best interest to the citizens of Argyle that the Code of Ordinances be updated and amended as herein described;

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

SECTION 1. That the Code of Ordinances is hereby amended as follows:

ARTICLE 1.04. - TOWN OFFICERS

Sec. 1.04.001 - Town ~~S~~ecretary.

- (a) *Office created, appointment.* There is hereby created the office of the town secretary. Said position shall be appointed and managed by the town council. The town secretary shall be subject to the town's employee handbook.
- (b) *Powers and duties.* The town secretary shall have those powers and duties as set forth in V.T.C.A., Local Government Code §22.073, as amended, and as further determined by the town ~~council~~administrator.

- (c) *Compensation and benefits.* The town secretary shall receive such compensation and employee benefits as the town administrator shall approve consistent with any budget authorizations from the town council.
- (d) *Assignment of duties.* The duties and responsibilities of the town secretary may be assigned by the town council to another town employee.

Sec. 1.04.002 - Town Administrator.

- (a) *Creation of office.* The office of the town administrator is hereby created.
- (b) *Appointment.* The town administrator shall be appointed by a majority vote of the members of the town council at a meeting at which a quorum is present. The term of office for the town administrator shall be at the discretion of the town council. During such times as the office of town administrator becomes vacant, the mayor shall serve as the acting town administrator until the town council shall convene to approve a new town administrator or appoint an interim town administrator.
- (c) *Conditions of employment.* The term of employment for the town administrator shall be at the discretion of the town council. The town administrator shall be an at-will employee of the town. The compensation for the town administrator shall be determined by the town council. Such compensation shall be reviewed annually by the town council for increase; any such increase shall be in the sole discretion of the town council.
- (d) *Duties and responsibilities.* The town administrator shall be the chief administrative officer of the town and shall be responsible to the town council for the proper management and administration of all affairs of the town as set forth by town ordinances, resolutions, other directives as established by the town council, and applicable state law. The town administrator shall have, but shall not be limited to, the duties and responsibilities outlined in this subsection:
 - (1) Prepare a plan of administration, including an organizational chart, which defines authority and responsibility for all positions of the town.
 - (2) Establish administrative procedures to increase the effectiveness and efficiency of the town government according to best practices in local government and in accordance with the adopted budget of the town.
 - (3) Recruit, hire, evaluate, promote, discipline or terminate employees in departments reporting to the town administrator in accordance with adopted policies.
 - (4) Manage and direct the work of town employees.
 - (5) Attend or appoint a representative to attend all meetings of the town council with a right to participate in the meetings, unless excused by the mayor or by majority vote of the town council; and assist the town council as necessary in the performance of its duties.
 - (6) Represent the mayor and town council in matters involving legislative and intergovernmental affairs when authorized by the town council.

- (7) Act as or designate the public information officer for the town with the responsibility of assuring that the news media are kept informed about the operations of the town and that all open meeting and public information rules and regulations are followed.
- (8) Establish and maintain procedures to facilitate communications between citizens and town government to assure that complaints, grievances, recommendations and other matters receive prompt attention by a town official or employee; and assure that all such matters are expeditiously addressed.
- (9) Establish and enforce administrative rules of the town.
- (10) Promote the economic well-being and growth of the town through public and private sector cooperation.
- (11) The town administrator shall have the responsibility to provide the administrative direction and coordination of all department heads of the town according to the established organization procedures.
- (12) Evaluate, in conjunction with department heads, the performance of all employees on an annual basis.
- (13) Serve as or designate a personnel director of the town, to ensure the town establish and maintain complete and current personnel records, including specific job descriptions, for all town employees consistent with the town council approved town personnel manual.
- (14) Prepare and administer a classification and pay plan for town employees in accordance with the approved budget.
- (15) Administer or designate an employee to administer the grievance procedures of the town in accordance with the approved town personnel manual.
- (16) Assist in preparation and submittal of the annual town budget to the town council and administer the approved budget.
- (17) Propose and present ordinances, resolutions and proclamations for consideration by the town council.
- (18) Stay informed, under the guidance of the town attorney, concerning current federal, state and county legislation and administrative rules affecting the town and submit appropriate reports and recommendations on those matters to the town council.
- (19) Ensure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills in accordance with the adopted budget.
- (20) Work with the mayor, the town council and the town secretary to ensure that appropriate agendas are prepared for all meetings of the town council, all town council committees and all other appropriate committees and commissions of the town, together with such supporting material as may be required, with nothing in this subsection being construed as to give the town administrator authority to limit or in any way prevent matters from being considered by the town council or any of its committees and commissions.

Commented [AM1]: Town purchasing policy needs review to insure town administrator has authority to spend up to a certain designated limit without first obtaining town council approval

- (21) Inform the town council regularly about the activities of the town administrator's office.
- (22) Receive directives from the mayor in the event that action normally requiring town council approval is necessary in declared emergency situations and at a time when the town council cannot meet.

~~(23) Serve as the town secretary in the absence of a town secretary appointed by the town council.~~

Sec. 1.04.003 – Town Treasurer.

- (a) *Office created, appointment.* There is hereby created the office of the town treasurer. Said position shall be appointed and managed by the town council. The town treasurer shall be subject to the town's employee handbook.
- (b) *–Conditions of employment.* The term of employment and compensation for the town treasurer shall be at the discretion of the town council. Such compensation shall be reviewed annually by the town council. In the absence of the town treasurer, the town secretary shall serve as the acting town treasurer.
- (c) *–Supervision.* The town treasurer shall report to and be responsible to the town council.
 - ~~(1) A member of the town council shall serve as the liaison to the office of town treasurer.~~
 - ~~(2) A member of the town council, as the liaison to the office of town treasurer, shall, subject to the review and approval of the town council, serve as the direct supervisor of the town treasurer.~~
 - ~~(3) A member of the town council, as the liaison to the office of town treasurer, shall, subject to the review and approval of the town council, ensure the town treasurer receives the training, equipment and guidance necessary to perform all of the duties of town treasurer.~~
 - ~~(4) The discretionary authority of a member of the town council, as the liaison to the office of town treasurer, in matters of discipline shall be limited to the right to place the town treasurer on paid administrative leave until such time as the town council can meet to consider the disciplinary issue.~~
 - ~~(5) The right to place the town treasurer on paid administrative leave shall be limited to issues for which the member of the town council, as the liaison to the office of town treasurer, has good cause that leave is required in the best interest of the town.~~
 - ~~(6) A member of the town council, as the liaison to the office of town treasurer, shall bring all matters of disciplinary problems involving the town treasurer to the attention of the town council during executive session of the next upcoming town council meeting for which the agenda has not been set. The town council shall review the town treasurer's job performance at least once annually or as soon as possible thereafter, when the town council schedules the staff reviews.~~
- (d) *—Powers and duties.* The town treasurer, subject to limitations defined in resolutions and ordinances of the town and state statutes, shall be the town treasurer for the town, responsible directly to the town council for the proper administration and management of his/her duties, pursuant to the statutes of the state and the ordinances of the town, and the resolutions, board

motions and directives of the town council. The town treasurer shall have, but shall not be limited to, the duties and responsibilities outlined in this subsection:

- (1) The town treasurer shall have all the power, authority and duties assigned to him/her by state law, the Code of Ordinances and other ordinances of the town.
- (2) The town treasurer shall have discretionary authority and responsibility to draw all warrants on the treasury, countersign the warrants, and keep, in a record provided for that purpose, an accurate account of the warrants.
- (3) The town treasurer shall have discretionary authority to manage the town treasurer's office for the town in order to carry out directives of the town council.
- (4) The town treasurer shall receive and securely keep all money belonging to the municipality.
- (5) The town treasurer shall make all payments on the order of the mayor, attested by the town secretary of the municipality under the seal of the municipality.
- (6) The town treasurer may not pay an order unless the face of the order shows that the governing body directed the issuance of the order and shows the purpose for which it is issued. For the purposes of this subsection, an adopted budget allowing for the expense shall serve as the order required by this subsection for all purchases made subsequent to that budget.
- (7) The town treasurer shall render to the governing body a full statement of the receipts and payments. The statement must be rendered at the governing body's first regular meeting in every quarter and at other times as required by the governing body.
- (8) The town treasurer shall have discretionary authority to perform all other duties required by law, ordinance, resolution, or order of the town council as evidenced by the majority vote of the town council.
- (9) The town treasurer shall have the responsibility to attend all meetings of the town council of the municipality when items appear on the agenda relating to financial matters of the town.
- (10) If the town treasurer has subordinate members of his/her department, he/she may select a subordinate to serve in his/her place.
- ~~(11) If the town treasurer has no subordinate members of his/her department, the town secretary may serve in the town treasurer's absence.~~
- (11~~2~~) The town treasurer shall have the responsibility for other duties and directives of the town council, as evidenced by the majority vote of the town council.
- (12~~3~~) The town treasurer shall have the responsibility to devote all hours of work of the town treasurer to town functions and business.
- (13~~4~~) The town treasurer shall have the responsibility to assist the town secretary in preparing all notices required under any regulation or ordinance of the municipality.
- (14~~5~~) The town treasurer serves as the general accountant of the municipality and shall keep regular accounts of the municipal receipts and disbursements.
- (15~~6~~) The town treasurer shall keep each cause of receipt and disbursement separately and under proper headings. The town treasurer shall also keep separate accounts with each person, including each officer, who has monetary transactions with the municipality.
- (16~~7~~) The town treasurer shall credit accounts allowed by proper authority and shall specify the particular transaction to which each entry applies.
- (17~~8~~) The town treasurer shall keep records of the accounts and other information covered by this section.

- (189) The town treasurer shall track due dates and payments for all long-term debts and inform the town council of its schedule and progress.
- (1920) The town treasurer shall keep a register of bonds and bills issued by the municipality and all evidence of debt due and payable to the municipality, noting the relevant particulars and facts as they occur.
- (204) The town treasurer shall have the responsibility to report regularly to the town council on the current fiscal position of the town.
- (212) The town treasurer shall have the responsibility to serve as the acting town secretary whenever a vacancy exists in the position of town secretary. In such times the town treasurer shall have the authority and responsibility to perform all the duties and responsibilities of the town secretary until a qualified town secretary has been named.
- (223) ~~The town treasurer shall have the responsibility to perform the duties and act as the acting town secretary in such times as the town secretary is unavailable to perform their duties.~~

Sec. 1.04.004 - Other officers.

- (a) ~~—~~ Except as provided herein, the town council shall appoint, by council action, all other municipal officers of the town in accordance with the provisions of the Texas Local Government Code.
- (b) ~~—~~ The powers and duties of persons appointed in accordance with this section shall be those required by state and federal law and as determined by the town council upon appointment and as revised from time to time.
- (c) The town council shall retain the authority to contract with qualified individuals to fill certain offices within the town when deemed appropriate. Positions which may be so contracted include but are not limited to engineer, attorney, and tax assessor-collector.

Sec. 1.04.005 - Bonds.

The town council may require municipal officers, police officers and any other town employees to execute a surety bond payable to the town and conditioned that the officer or employee will faithfully perform the duties of the office or position. The premium of such surety bond shall be paid by the town.

Sec. 1.04.006 - Appointment.

- (a) ~~—~~ Nothing in this section shall be construed to prevent the governing body of the town from exercising its power to confer upon any officer additional duties, or combine duties of offices, as provided by law; provided however that except for the purpose of inquiry, the town council and its members shall deal with the offices and administrative services of the town solely through the town administrator and neither the town council nor any member thereof shall give orders to any subordinates of the town administrator, either publicly or privately.
- (b) ~~—~~ The town council shall appoint persons to fill all town offices.

SECTION 2. All other references throughout the Code of Ordinances are hereby authorized to be changed from Town Manager to Town Administrator.

SECTION 3. All other references throughout the Code of Ordinances are hereby authorized to be changed from Finance Director to Town Treasurer.

SECTION 4. That all provisions of the ordinances of the Town of Argyle in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the Town of Argyle not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 6. In order to protect the public interest, comfort and general welfare, this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 24th DAY OF March, 2020.

APPROVED:

Donald Moser, Mayor

ATTEST:

APPROVED AS TO FORM:

Erika McComis, Town Secretary

Andy Messer, Town Attorney



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of Resolution 2020-03 establishing the regular council meetings for the remainder of the 2020 calendar year.

Meeting Date:

March 24, 2020

Prepared by:

Erika McComis, Town Secretary/HR Director

Background:

Section 1.03.034(a) of the Code of Ordinances for the Town of Argyle provides that regular Town Council meetings will be held on the fourth Tuesday of each month or at other times set by resolution. During the February 25th Council meeting the discussion was held to amend the regular meeting days to the second and fourth Monday of each month. Should this amendment be approved during the March 24th Council Meeting the dates for the remainder of 2020 will change from Resolution 2019-22 approved on October 22, 2019.

Financial Impact:

N/A

Staff Recommendation:

Approval

Requested Action:

Motion to approve a resolution establishing the regular Council meetings for the remainder of the 2020 calendar year.

Attachments:

Resolution

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2020-03**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS SCHEDULING ADDITIONAL REGULAR TOWN COUNCIL MEETINGS FOR THE 2020 CALENDAR YEAR AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1.03.034(a) of the Code of Ordinances for the Town of Argyle provides that regular Town Council meetings will be held on the second and fourth Monday of each month or at other times set by resolution.

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

SECTION 1.

- A. That the Town Council will conduct regular meetings on the following dates:
 - a. Monday, April 13, 2020
 - b. Monday, April 27, 2020
 - c. Monday, May 11, 2020
 - d. Tuesday, May 26, 2020
 - e. Monday, June 8, 2020
 - f. Monday, June 22, 2020
 - g. Monday, July 13, 2020
 - h. Monday, July 27, 2020
 - i. Monday, August 10, 2020
 - j. Monday, August 24, 2020
 - k. Monday, September 14, 2020
 - l. Monday, September 28, 2020
 - m. Monday, October 12, 2020
 - n. Monday, October 26, 2020
 - o. Monday, November 9, 2020
 - p. Monday, November 23, 2020
 - q. Monday, December 7, 2020
 - r. Monday, December 21, 2020

SECTION 2.

That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

PASSED AND APPROVED By the Town Council of the Town of Argyle, Texas this the 24th day of March, 2020.

TOWN OF ARGYLE, TEXAS

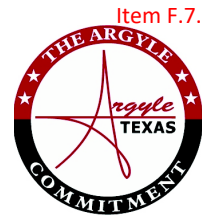
Donald Moser, Mayor

ATTEST:

Erika McComis, Town Secretary



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Discuss and consider approval of Resolution 2020-06 of the Town Council ratifying the Mayor's declaration of local disaster regarding the COVID-19 virus beyond seven days pursuant to Section 418.108(b) of the Texas Government Code; limiting the number of people at gatherings to prevent or limit the spread of COVID-19; and other related matters addressing the public health emergency caused by COVID-19.

Meeting Date:

March 24, 2020

Requested by:

Mayor Don Moser

Prepared by:

Jeffrey Howell, Interim Town Manager

Background:

On March 17, 2020 Mayor Don Moser issued a Disaster Declaration in accordance with Section 418.108 of the Texas Government Code. Section 418.108(b) limits the period of not more than seven days from the date of the declaration unless continued or renewed by the Town Council. This declaration along with the provision set out in Section 122.005 of the Texas Health and Safety Code authorizes the Town to take any actions necessary to promote health and suppress disease, including quarantine. This Declaration identifies items mostly specific to Argyle. The Town is also under any Declarations issued at the County level as well as the State level.

This Resolution timeframe coincides with the Governor's Executive Order.

Financial Impact:

None

Requested Action:

Staff recommends approval of this Resolution.

Attachments:

Resolution 2020-06

RESOLUTION NO. 2020-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, RATIFYING THE DECLARATION OF LOCAL DISASTER EXECUTED BY MAYOR DONALD MOSER ON MARCH 17, 2020 AND CONSENTING TO THE EXTENSION OF SAID DECLARATION OF LOCAL DISASTER UNTIL APRIL 3, 2020 AT MIDNIGHT CENTRAL STANDARD TIME; AUTHORIZING THE MAYOR, OR TOWN MANAGER, TO SET AND ENFORCE A MAXIMUM NUMBER OF ATTENDEES FOR ANY MASS GATHERING IN THE TOWN LIMITS OF THE TOWN OF ARGYLE TO PREVENT OR LIMIT THE SPREAD OF COVID-19; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle is a general law Type “A” municipality acting pursuant to Chapter 6 of the Local Government Code; and

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on March 11, 2020 the World Health Organization (WHO) declared COVID-19 as a pandemic; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbot issued a proclamation declaring a state of disaster for all counties within the State of Texas in response to the spread of COVID-19; and

WHEREAS, on March 17, 2020, Mayor Donald Moser executed a Declaration of Local Disaster, for the Town of Argyle pursuant to section 418.108(a) of the Texas Government Code; and

WHEREAS, on March 19, 2020, Governor Abbot issued an executive order directing schools to close; banning gatherings of 10 or more people and ordering restaurants to limit operations to drive-through, delivery and pick-up, and bars; closing indoor recreation facilities and other public venues; banning people from visiting nursing homes; starting midnight central standard time on Friday, March 20, 2020 and is effective until midnight April 3; and

WHEREAS, in order to extend the Declaration of Local Disaster for a period longer than seven days, the Town Council must consent to such an extension pursuant 418.108(b) of the Texas Government Code; and

WHEREAS, by majority vote, the Town Council by this resolution ratifies the declaration of local disaster and has consented to an extension of said declaration of local disaster until midnight central standard time on April 3, 2020.

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

SECTION ONE. That, in accordance with Section 418.108(b) of the Texas Government Code, the Town Council hereby ratifies the declaration of local disaster and consents to an extension of said declaration of local disaster until April 3, 2020 at midnight central standard time.

SECTION TWO. The Town Council of the Town of Argyle hereby authorizes the Mayor, or Town Manager, in an effort to help contain the potential spread of COVID-19 at mass gatherings, to limit the number of attendees at such events to a maximum of 10 (10) people for the period effective March 17, 2020 at 7:00 p.m. through April 3, 2020 at midnight central standard time.

SECTION THREE. This number may be adjusted by the Mayor, or Town Manager, in consultation with the County Emergency Management Coordinator, in response to changes in the spread of COVID-19.

SECTION FOUR. This resolution shall be effective immediately from and after its passage.

ADOPTED AND APPROVED, this 24th day of March 2020.

TOWN OF ARGYLE:

ATTEST:

Mayor Donald Moser

Erika McComis, Town Secretary

TOWN OF ARGYLE

DECLARATION No. 2020-D

A DECLARATION OF THE TOWN OF ARGYLE, TEXAS, DECLARING A DISASTER FOR THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle on the 17th day of March, 2020, has determined that there is an imminent threat of injury or loss of life or property resulting from:

The novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus and 2 cases have been confirmed in Denton County, Texas and 67 cases in Texas, and cases are expected to increase.

WHEREAS, the Mayor of Argyle has determined that extraordinary measures must be taken to alleviate and prevent the suffering of people and to protect property; and

NOW, THEREFORE, BE IT PROCLAIMED, BY THE MAYOR OF TOWN OF ARGYLE:

That a local state of disaster is hereby declared for Town of Argyle pursuant to Section 418.108(a) of the Texas Government Code.

Pursuant to Section 418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the City Council of the City of Town of Argyle.

Pursuant to Section 418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the Town Secretary.


Pursuant to Section 418.108(d) of the Texas Government Code, this declaration of a local state of disaster activates the city emergency management plan.

Pursuant to section 122.005 of the Texas Health and Safety Code, this declaration authorizes the Town to take any actions necessary to promote health and suppress disease, including quarantine, examining and regulating hospitals, regulating ingress and egress from the Town, and fining those who do not comply with the Town’s rules, including but not limited to:

- a) Close Town Hall for meetings and over-the-counter transactions
- b) Suspend use of Town facilities for public events
- c) Provide additional paid leave for Town employees to care for family members
- d) Close public parks
- e) Provide resources to Town employees for remote work capability
- f) Restaurants, Churches and other gathering places are to follow CDC issued guidelines – this situation will be evaluated daily.

That this proclamation shall take effect immediately from and after its issuance.


ORDERED this 17th day of March, 2020.



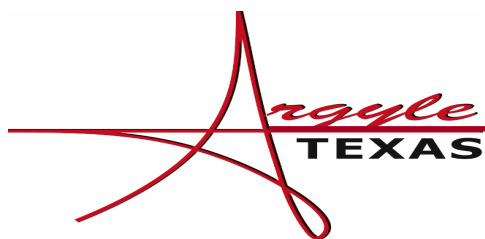
Donald Moser, Mayor



ATTEST:



Erika McComis, Town Secretary



**TOWN COUNCIL
STAFF REPORT**

Meeting Date: March 24 2020

To: Mayor and Members of the Town Council

From: David Hawkins, Director of Community Development

Subject: PUBLIC HEARING: Consider Ordinance 2020-10 approving the 2020 Wastewater and Roadway Impact Fee Study, Land Use Assumptions, Wastewater and Roadway Capital Improvements Plans, and the Wastewater and Roadway Impact Fee Rates.

Purpose:

Conduct a public hearing and consider an ordinance approving the 2020 Wastewater and Roadway Impact Fee Study, Land Use Assumptions, Wastewater and Roadway Capital Improvements Plans, and the Wastewater and Roadway Impact Fee Rates.

Background:

Collection of impact fees has been a proven funding mechanism in the Town of Argyle to offset and recoup costs for capital improvements or facility expansions necessitated by and attributed to new development. The concept is such that each development pays an equitable and commensurate share for its “impact” onto the transportation and utility network, as the community grows. As a result, there are both wastewater impact fees and roadway impact fees that are collected and used for specific capital improvements.

The amount of the proportionate fee for each development and use is determined by a detailed study (town-wide), which makes assumptions about future land use and infrastructure (capital improvements) needed over time, commonly as 10-year projections. Such a study is required by Chapter 395 of the Texas Local Government Code, in order to legitimize the impact fee structure that the town implements.

Per Chapter 395 of the Texas Local Government Code (TLGC), Impact Fee Ordinances are mandated to be evaluated and updated every five (5) years. The last update for the Town of Argyle was completed on April 7, 2015, with no changes to the fee assessment rates (same rates from 2010 Impact Fee Study). The next update will need to be completed by April 28, 2020 (5 years from previous adoption). In accordance with State statutes, the Planning and Zoning Commission serves as the Capital

Improvements Advisory Committee (CIAC) which is the responsible government body in overseeing the Town's Impact Fee Ordinance and their updates.

The CIAC reviewed and discussed the proposed Impact Fee Study at their January 7, 2020 meeting and made the following recommendations to the Town Council:

1. Recommend approval of the Wastewater and Roadway Impact Fee Study, Land Use Assumptions, Population Estimates, and the Wastewater and Roadway Capital Improvements Plans as presented.
2. Recommend approval of the proposed Wastewater Impact Fee to be set at fifty percent (50%) of the maximum assessment rate.
3. Recommend approval of the proposed Residential Roadway Impact Fee to be set at fifty percent (50%) of the maximum assessment rate.
4. Recommend approval of the proposed Non-Residential Roadway Impact Fee to be set at forty percent (40%) of the maximum assessment rate.

Staff Recommendation:

Town staff forwards this agenda item for your review and consideration as presented.

Requested Action:

Conduct a public hearing and consider approving the 2020 Wastewater and Roadway Impact Fee Study, Land Use Assumptions, Wastewater and Roadway Capital Improvements Plans, and the Wastewater and Roadway Impact Fee Rates. The update to the Impact Fee Ordinance must be approved and adopted by the end of the 5-year period which is April 24, 2020.

Attachment(s):

Draft Ordinance
2020 Wastewater and Roadway Impact Fee Study
Wastewater and Roadway Impact Fee Update Slide Presentation

ORDINANCE NO. 2020-10

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, PROVIDING FOR THE ADOPTION OF TEN-YEAR LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLANS FOR THE TOWN OF ARGYLE; PROVIDING FOR PURPOSE AND POLICY; PROVIDING FOR DEFINITIONS; PROVIDING FOR PERIODIC UPDATES; PROVIDING FOR IMPACT FEES; PROVIDING THAT PAYMENT IS REQUIRED, EXCEPTIONS; PROVIDING FOR ASSESSMENT AND COLLECTION; PROVIDING FOR CALCULATION; PROVIDING FOR CREDITS; PROVIDING FOR DISPOSITION AND USE, ACCOUNTING; PROVIDING FOR APPEALS; PROVIDING FOR REFUNDS; PROVIDING FOR LAND USE ASSUMPTIONS; PROVIDING FOR SERVICE AREAS; PROVIDING FOR LAND USE EQUIVALENCY TABLES; PROVIDING FOR CAPITAL IMPROVEMENTS PLAN; PROVIDING FOR UPDATED AND EFFECTIVE SCHEDULES FOR WASTEWATER FACILITIES AND ROADWAY FACILITIES; PROVIDING EXHIBITS ADOPTED; PROVIDING PROVISIONS CUMULATIVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR INCORPORATION OF AMENDED ORDINANCE.

WHEREAS, as authorized by Chapter 395 of the Local Government Code as amended, the Town Council of the Town of Argyle, Texas, previously adopted updated Land Use Assumptions and established revised Impact Fees for roadways and wastewater facilities to serve new development in the Town, as found in Article 10 of the Town of Argyle's Code of Ordinances, approved and adopted by the Town Council of the Town of Argyle, Texas; and

WHEREAS, a periodic review and update of the Land Use Assumptions and Capital Improvements Plan is required every five (5) years by Chapter 395 of the Local Government Code; and

WHEREAS, the Town has retained qualified consultants to prepare updates to the Land Use Assumptions, Capital Improvements Plans, Impact Fees, and ordinance provisions in order to meet the requirements of Chapter 395 of the Local Government Code; and

WHEREAS, notice has been published and public hearings held concerning the revised Land Use Assumptions, Capital Improvements Plans for roadway and wastewater facilities, and Impact Fees, as prepared by a qualified professional engineer; and

WHEREAS, the Town's Capital Improvements Advisory Committee has reviewed the proposed updates to the Town's Impact Fee Program and found the updated Land Use Assumptions, the Wastewater and Roadways Capital Improvements Plans and the Maximum Fee Schedule to be accurate projections of growth, development, required public improvements and associated costs; and

WHEREAS, the Town Council, by Resolution, authorized staff to proceed with revisions and review of the Land Use Assumptions, Wastewater and Roadways Capital Improvements Plans, and Impact Fees, and providing for hearings to be conducted and the time, date and place of the hearing to be given in accordance with the applicable law, and such notices have been given; and

WHEREAS, a public hearing was held on May 24, 2020, to receive public input regarding Impact Fees; and

WHEREAS, all of the provisions of Chapter 395 of the Local Government Code filed written comments on the proposed Impact Fees before the fifth business day before the date of the public hearing on the impositions of the fees; and

WHEREAS, all of the provisions of Chapter 395 of the Local Government Code necessary for the approval of the provisions contained herein have been complied with; and

WHEREAS, all statutory and constitutional requirements for the passage of this Ordinance have been adhered to, including, but not limited to, the Open Meetings Act; and

WHEREAS, the Town Council declares the adoption of this ordinance in its best interest of the health, safety and welfare of the public; and

WHEREAS, upon full consideration of the recommended changes and updates, and all matters attendant and related thereto, the Town Council is of the opinion that it is in the best interests of the Town and its citizens that revisions to the Land Use Assumptions, Wastewater and Roadway Capital Improvements Plans, and Impact Fees should be approved and adopted.

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.

Section 2. THAT the revised Land Use Assumptions and Capital Improvements Plan, copies of which are attached hereto as Exhibits A, F and G and incorporated herein by reference, are hereby adopted, replacing and superseding any other Land Use Assumptions or Capital Improvements Plan previously approved and adopted by the Town.

Section 3. THAT Article 10.02 is hereby amended in its entirety and replaced as follows:

“ARTICLE 10.02. - TEN-YEAR LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PROGRAM

DIVISION 1. - GENERALLY

Sec. 10.02.001 - Adopted.

The Ten-Year Land Use Assumptions and Capital Improvements Program for the Town of Argyle, Texas dated February 2020, as amended, on file in the office of the Town Secretary, is hereby approved and adopted as the Town Capital Improvements Plan.

Sec. 10.02.002 - Purpose and Policy.

This article is adopted pursuant to the provisions of Chapter 395, Texas Local Government Code, as well as under the authority of Article 11 of the Texas Constitution. This article implements a policy of the Town to impose fees upon each new development project to pay the costs of constructing capital improvements and facility expansions necessary to serve new development.

Sec. 10.02.003 - Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Advisory committee means the Capital Improvements Advisory Committee.

Assessment means the determination of the amount of the maximum Impact Fee per service unit which can be imposed on new development pursuant to this article.

Capital Improvement means any roadway facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of the Town.

Capital Improvements Plan means a plan contemplated by this article that identifies capital improvements or facility expansions for which Impact Fees may be assessed.

Credit means the amount of the reduction of an Impact Fee for fees, payments or charges for or construction of the same type of facility.

Facility Expansion means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

Final Plat approval or approval of a Final Plat means the point at which the applicant has complied with all conditions of approval and the plat has been released for filing with the county clerk.

Impact Fee means a charge or assessment imposed as set forth in this article against new development. The term does not include:

- (1) Required dedications of land for public parks or payments in lieu thereof;
- (2) Dedication of rights-of-way or easements or construction or dedication of on-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development; or

- (3) Lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or construction of water or sewer mains or lines.

Land Use Assumptions means a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a ten-year period which has been adopted by the Town and upon which the Capital Improvements Plan is based.

New Development means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of a structure; or any use or extension of the use of land, any of which increases the number of service units.

Off-Site means located entirely on property which is not included within the bounds of the plat being considered for Impact Fee assessment.

On-Site means located at least partially on the plat which is being considered for Impact Fee assessment.

Roadway Facilities means arterial or collector streets or roads that have been designated on the Town's officially adopted Thoroughfare Plan, together with all necessary appurtenances. The term may include any roadways or associated improvements designated on the state highway system. The term includes but is not limited to interests in land, traffic lanes, curbs, gutters, intersections, improvements, traffic-control devices, turn lanes, drainage facilities associated with the roadway or street lighting.

Service Area means each individual area designated in the Land Use Assumptions served by the roadway facilities designated in the Capital Improvements Plan.

Service Unit means the service unit is the evaluation unit for determining trip units based on the land use proposed, as tabulated in Exhibits D and E as shown in the fee schedule found in Appendix A of this Code, or water meter size for Wastewater Impact Fees.

Sec. 10.02.004 - Advisory Committee.

- (a) The advisory committee shall consist of the Capital Improvements Advisory Committee, as appointed by the Town Council. If any Impact Fee is to be applied in the Extraterritorial Jurisdiction of the Town, a representative from that area shall be appointed by the Town Council.
- (b) The advisory committee serves in an advisory capacity and is established to:
 - (1) Advise and assist in the adoption of Land Use Assumptions;
 - (2) Review the Capital Improvements Plan and file written comments;
 - (3) Monitor and evaluate implementation of the Capital Improvements Plan;
 - (4) File semiannual reports with respect to the progress of the Capital Improvements Plan and report to the Town Council any perceived inequities in implementing the plan or imposing the Impact Fee; and

- (5) Advise the Town staff and Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fee.
- (c) All professional reports concerning the development and implementation of the Capital Improvements Plan shall be made available to the advisory committee.
- (d) The advisory committee shall adopt and use its own rules of procedure.

Sec. 10.02.005 - Periodic updates.

The Land Use Assumptions and Capital Improvements Plan upon which Impact Fees are based shall be updated as required by state law. Alternatively, the Town Council may, pursuant to the provisions of Section 395.0575 of the Local Government Code, make a determination that no such update is required.

Secs. 10.02.006—10.02.030 - Reserved.

DIVISION 2. - IMPACT FEES

Sec. 10.02.031 - Payment Required; Exceptions.

- (a) No building permit shall be granted for new construction of any property unless and until Impact Fees required by this article are assessed and collected or a contract providing for payment as approved by the Town is entered into.
- (b) No wastewater tap shall be granted for any new or existing structure unless or until Wastewater Impact Fees required by this article are assessed and collected or a contract providing for payment as approved by the Town is entered into.
- (c) For new development which was platted in accordance with the Town's procedures prior to May 24, 2020, the revised and updated Impact Fees shall not apply to any service unit for which a valid building permit is issued within one year after the adoption of the Impact Fee. For such development, the existing Impact Fees shall apply during said year.

Sec. 10.02.032 - Assessment and Collection.

- (a) For residential uses, Roadway Impact Fees shall be assessed at the time final plats are approved and collected at the time of building permit, except as may be provided in Section 10.02.031 above. For commercial and other nonresidential uses, Roadway Impact Fees shall be assessed and collected at the time building permits are issued.
- (b) For all properties, Wastewater Impact Fees shall be assessed and collected at the time a wastewater tap is made.
- (c) Additional Impact Fees or increases in fees shall not be assessed unless the number of service units to be developed on the tract increases. Should the service units be increased, Impact Fees shall be increased in an amount equal to the current Impact Fee per service unit multiplied by the difference in number of service units. Such fees will be assessed at

the time of issuance of the building permit authorizing modifications. No Impact Fee or Impact Fee refund shall be made for modifications that result in a decreased number of service units.

- (d) For commercial and nonresidential construction of a shell building for future finish-out at a later date, a Roadway Impact Fee equal to one-half of the general retail/shopping center land use will be assessed at the time of initial construction and the remainder assessed at time of final finish-out.
- (e) The owner of the property for which there is a recorded plat may enter into a written agreement with the Town providing for the time and method of payment of Impact Fees, which agreement shall prevail over any contrary provision of this article.
- (f) The maximum Impact Fee per service unit for system facilities, as may be amended from time to time, hereby is declared to be an approximate and appropriate measure of the impacts generated by a new unit of development on the Town's system facilities. To the extent that the Impact Fee charged against a new development, as may be amended from time to time, is less than the maximum Impact Fee per service unit, such difference hereby is declared to be founded on policies unrelated to measurement of the impacts of the new development on the Town's system facilities. The maximum Impact Fee rate may be used in evaluating any claim by a property owner that the dedication or construction of a capital improvement imposed as a condition of development approval pursuant to the Town's subdivision or development regulations is disproportionate to the impacts created by the development on the Town's system facilities.

Sec. 10.02.033 - Calculation.

- (a) Roadway Impact Fees shall be determined by multiplying the number of trip units in the proposed development by the amount per trip due under Exhibit E, "Roadway Service Unit Equivalency Table" as shown in the fee schedule found in Appendix A of this Code, which is attached hereto and incorporated herein for all purposes. The number of trip units shall be determined by using the conversion table contained in the Capital Improvements Plan under Exhibit E "Roadway Service Unit Equivalency Table," as shown in the fee schedule found in Appendix A of this code.
- (b) Wastewater Impact Fees shall be determined by the size of the water meter indicated in Exhibit D "Wastewater Service Unit Equivalency Table," as shown in the fee schedule found in Appendix A of this Code.
- (c) The determination of Impact Fees shall be reduced by any allowable credits for capital improvements as approved by the Town Council.
- (d) The total amount of unpaid Impact Fees shall be attached to the development application, or, if to be paid at some later date, to the request for other permit or connection.

Sec. 10.02.034 - Credits.

- (a) Any construction of, contributions to, or dedications of any facility appearing on the Capital Improvements Plan which is required to be constructed by the Town as a condition

of development shall be credited against the Impact Fees otherwise due for the same category of Impact Fees otherwise due from the development.

- (b) As an alternative to the credit, the Town and the owner may enter into an agreement providing that the owner will be reimbursed for all or a portion of the costs of such facilities from Impact Fees as received from other new developments that will use such capital improvements or facility expansions.
- (c) An owner shall be entitled to a credit against any category of Impact Fee as provided in any written agreement between the Town and the owner.
- (d) No credit for construction of any facility shall exceed the total amount of Impact Fees due from the development for the same category of improvements.

Sec. 10.02.035 - Disposition and Use; Accounting.

- (a) All Impact Fees collected shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee is adopted.
- (b) Interest earned shall be credited to the account and shall be subject to the same restrictions on expenditures as the funds generating such interest.
- (c) Impact Fees and the interest earned thereon may be spent only for the purposes for which such fees were imposed as shown in the Capital Improvements Plan.
- (d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Sec. 10.02.036 - Appeals.

- (a) The property owner or applicant for new development may appeal the following decisions to the Town Council:
 - (1) The applicability of an Impact Fee to the development;
 - (2) The amount of the Impact Fee due;
 - (3) The availability or the amount of an offset or credit;
 - (4) The application of an offset or credit against an Impact Fee due;
 - (5) The amount of a refund due, if any.
- (b) The burden of proof shall be on the applicant to demonstrate that the amount of the fee or the amount of the offset or credit was not calculated according to the applicable schedule of Impact Fees or the guidelines established for determining offsets and credits.

- (c) The applicant must file a notice of appeal with the Town Secretary within thirty (30) days following the decision. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the Town Attorney in an amount equal to the original determination of the Impact Fee due, the development application may be processed while the appeal is pending.

Sec. 10.02.037 - Refunds.

- (a) On the request of an owner of property on which an Impact Fee has been paid, Impact Fees shall be refunded if existing facilities are available and service is denied or if the Town failed to commence construction of facilities required for service within a reasonable time from that projected in the Capital Improvements Plan, but not in any event in more than five (5) years from the date of payment of the fee.
- (b) Upon completion of capital improvements or facility expansions identified in the Capital Improvements Plan, the Impact Fee shall be recalculated utilizing actual costs. If Impact Fee based on actual cost is less than the Impact Fee paid, the Town shall refund the difference if such difference exceeds the Impact Fee paid by more than ten percent (10%).
- (c) Any Impact Fee funds not expended within ten (10) years after payment shall be refunded.
- (d) Refunds shall bear interest calculated from the date of collection to the date of refund at the statutory rate set by law.
- (e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the Impact Fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.
- (f) The owner of the property on which an Impact Fee has been paid or another political subdivision or governmental entity that paid the Impact Fee has standing to sue for a refund under this section.”

Section 4. Land Use Assumptions. The Land Use Assumptions for the Town of Argyle hereby are updated for wastewater facilities, and are hereby established for roadway facilities, as provided in Exhibit A of this amendatory ordinance, which is attached hereto and incorporated hereby by reference as if fully set forth.

Section 5. Service Areas. The service areas for wastewater facilities hereby are updated for wastewater facilities, as provided in Exhibit B, and are hereby established for roadway facilities, as provided in Exhibit C, which exhibits are attached hereto and incorporated hereby by reference as if fully set forth.

Section 6. Land Use Equivalency Tables. The Land Use Equivalency Table hereby is updated for wastewater facilities, as provided in Exhibit D, is hereby established for roadway facilities, as provided in Exhibit E, which exhibits are attached hereto and incorporated hereby by reference as if fully set forth.

Section 7. Capital Improvements Plans. The Wastewater Capital Improvements Plan hereby are updated, as provided in Exhibit F, and the Roadway Capital Improvements Plan

hereby is established, as provided in Exhibit G, which exhibits are attached hereto and incorporated hereby by reference as if fully set forth.

Section 8. **Schedule One.** Schedule 1 for wastewater facilities hereby is updated, and Schedule 1 for roadway facilities hereby is established, setting forth the maximum Impact Fees per service unit to be assessed against new development for wastewater and roadway facilities, which schedule is attached hereto as Exhibit H, and is incorporated herein by reference as if fully set forth.

Section 9. **Schedule Two.** Schedule 2 for wastewater facilities hereby is updated, and Schedule 2 for roadway facilities hereby is established, setting forth the maximum Impact Fees per service unit to be collected against new development for wastewater and roadway facilities, which schedule is attached hereto as Exhibit H, and is incorporated herein by reference as if fully set forth.

Section 10. **Exhibits A through I Adopted.** The following Exhibits are hereby updated and adopted by the Town of Argyle as attached to this Ordinance:

Exhibit A - Land Use Assumptions

Exhibit B - Wastewater Service Area Map

Exhibit C - Roadway Service Area Map

Exhibit D - Wastewater Service Unit Equivalency Table

Exhibit E - Roadway Service Unit Equivalency Table

Exhibit F - Wastewater Capital Improvements Plan

Exhibit G - Roadway Capital Improvements Plan

Exhibit H - Schedule 1 Assessment Rates & Schedule 2 Collection Rates for
Wastewater and Roadway Facilities

Exhibit I - Wastewater and Roadway Impact Fee Study dated February 2020

Section 11. **Provisions Cumulative; Conflicts.** This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Argyle, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any in such other ordinance or ordinances are hereby superseded.

Section 12. **Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of any other section, subsection, sentence, clause or phrase of this Ordinance the remaining portions of this Ordinance.

Section 13. **Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage and approval.

Section 14. **Incorporation of Amended Ordinance.** On and after the effective date of this Ordinance, the Code of Ordinances, Town of Argyle, Texas, Appendix A, shall be amended by this Ordinance.

PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 24th DAY OF MARCH, 2020.

APPROVED:

Donald Moser, Mayor

ATTEST:

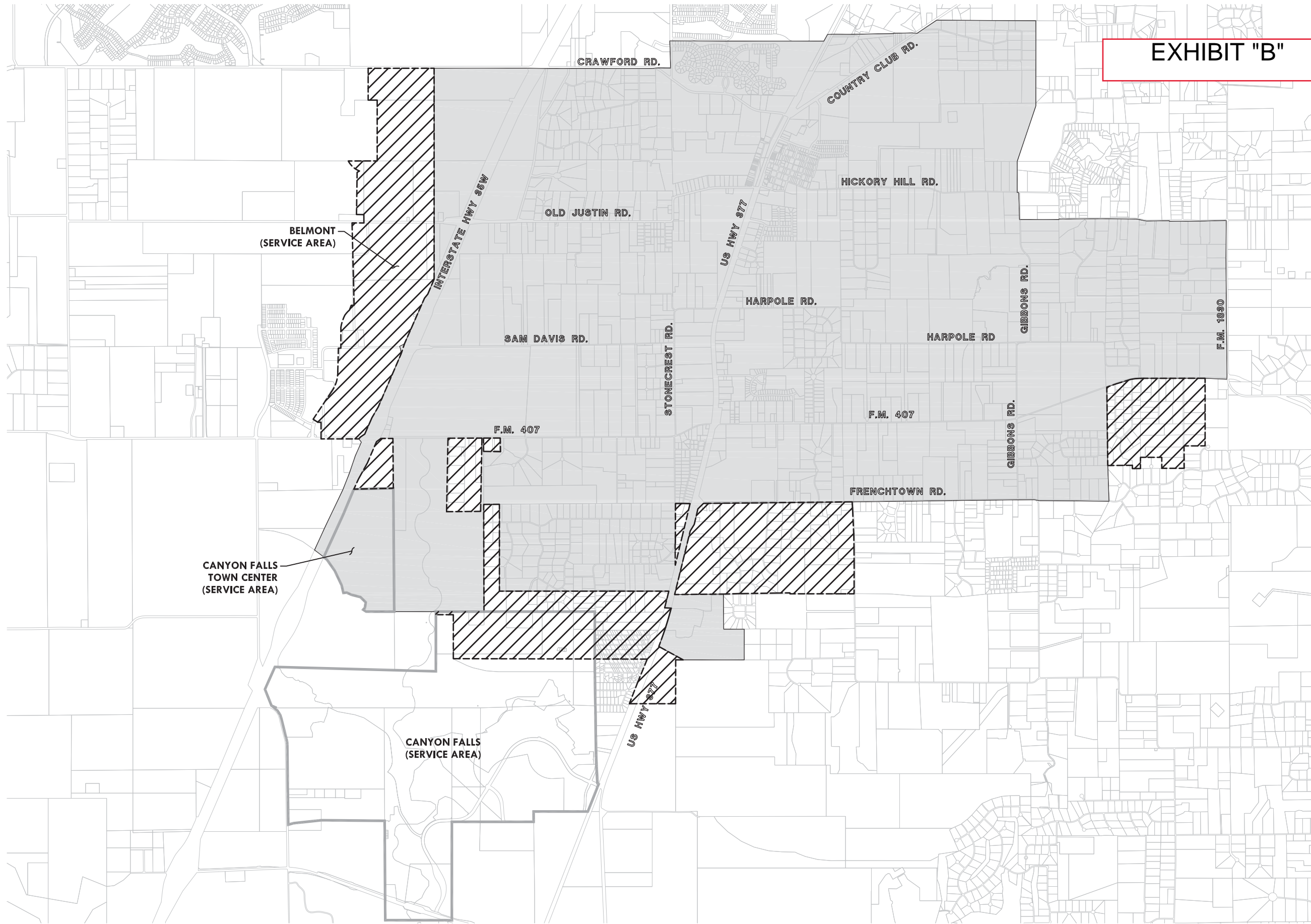
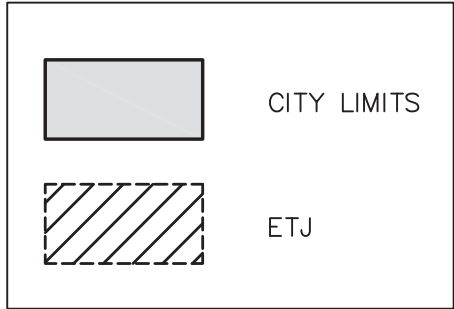
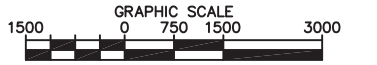
APPROVED AS TO FORM:

Erika McComis, Town Secretary

Andy Messer, Town Attorney

TABLE 2.4 TOWN OF ARGYLE Wastewater and Roadway Impact Fee Study Population Growth Projections		
Year	Town Population	Growth Rate %
2010	3282	
2011	3300	0.55
2012	3350	1.52
2013	3420	2.09
2014	3510	2.63
2015	3690	5.13
2016	3820	3.52
2017	3920	2.62
2018	4040	3.06
2019	4170	3.22
Average		2.43
Average Last 5 years		3.51
Proposed Growth Projection Determination		
Approximate Lots Developed - 2019		478
Population From Lots Over 5 Years (3 persons/lot)		1434
Growth Per Year First 5 Years (%/year)		6.1
Growth for Next 5 years (%/year)		3.5
Estimated 2030 Population		6656
Population Addition for 10-year Period		2486
Estimated Additional Lots for 10-year Period (3 persons/lot)		829
85% Small Lot Requiring Sewer Service		705
15% Large Lot w/ Onsite Sewer System		124

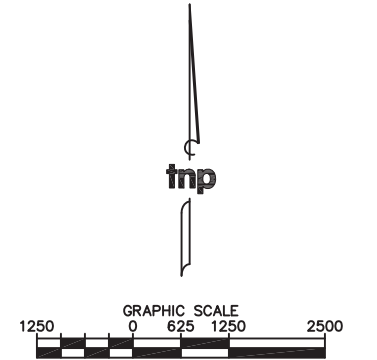
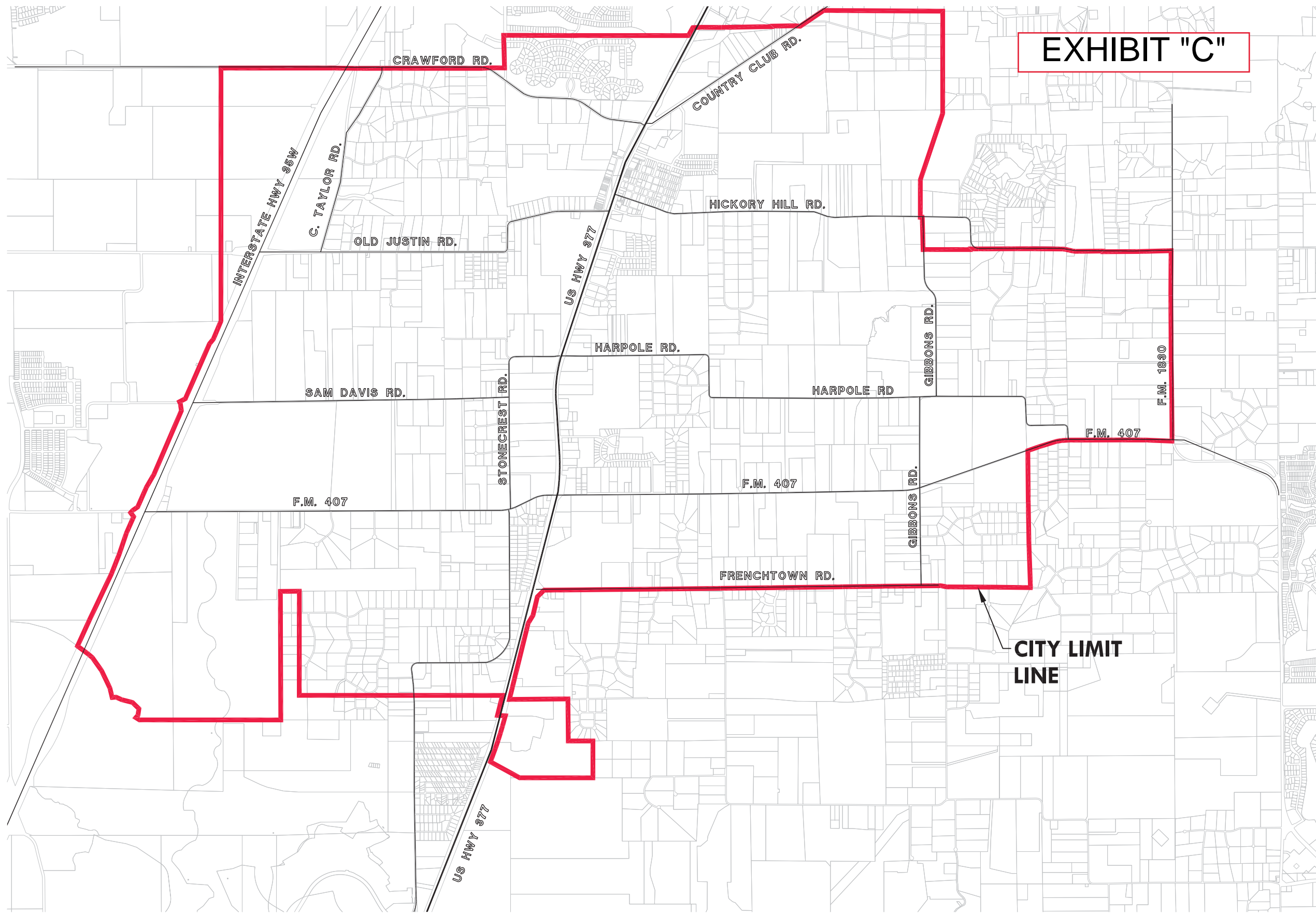
EXHIBIT "B"



Drawing: G:\PROJECTS\ARG\19224\cad\exhibits\Figure 2.2 Wastewater Service Area Map.dwg of Nov. 26, 2019 - 9:12am by aridgway Layout: Layout1 Aris: 22524 Exhibit Border.dwg

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FIGURE E2
Town of Argyle
Wastewater System Impact Fees
Wastewater Service Area Plan



Drawing: Q:\PROJECTS\ARG\2024\con\exhibits\Figure 2.1 Roadway Map.dwg at Nov 19, 2019--6:17am by mharris
Layout: Layout1 Xrefs: 22x34 Exhibit Border.dwg



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FIGURE E1
Town of Argyle
Roadway System Impact Fees
Roadway Service Area Plan

EXHIBIT "D"

Wastewater Impact Fees

Service Unit Equivalents

Water Meter Size	Equivalency Factor
3/4" or Smaller	1.00
1"	2.7
1-1/2"	3.3
2"	10.7
3"	23.3
4"	40.0

TABLE 4.1
TOWN OF ARGYLE
Wastewater and Roadway Impact Fee Study
Land Use Vehicle-Mile Equivalency

Category	Land Use	Unit	Service Unit Factor (VM/Unit)
Residential			
	Single Family	DU	3.12
	Apt/Townhouse	DU	1.76
	Retirement Community	DU	0.71
	Independent Sr Living	DU	0.66
	Others not specified	DU	3.12
Office			
	General Office	1000 GFA	4.60
	Corporate Headquarters	1000 GFA	4.33
	Medical-Dental	1000 GFA	13.32
	U.S. Post Office	1000 GFA	12.37
	Business Park	1000 GFA	4.12
	Research & Development	1000 GFA	3.45
	Others not specified	1000 GFA	4.60
Commercial			
	Retail/shopping center	1000 GFA	4.50
	Quality restaurant	1000 GFA	6.23
	Fast Food with drive thru	1000 GFA	17.38
	High turnover restaurant	1000 GFA	8.08
	Gas Station w/ convenience	1000 GFA	9.96
	Convenience market w/gas	1000 GFA	6.11
	Convenience market	1000 GFA	5.28
	Grocery/supermarket	1000 GFA	5.55
	Discount club	1000 GFA	3.81
	Auto sales	1000 GFA	3.36
	Video rental store	1000 GFA	4.59
	Bank	1000 GFA	15.44
	Pharmacy-Drug /w Drive	1000 GFA	1.64
	Apparel store	1000 GFA	2.22
	Movie theater	Screens	18.20
	Furniture store	1000 GFA	0.37
	Home Improvement Super Store	1000 GFA	2.16
	Hardware/paint store	1000 GFA	2.68
	Building materials/lumber store	1000 GFA	2.49
	Nusery(garden center)	1000 GFA	2.09
	Nursery (wholesale)	1000 GFA	1.75
	Hotel	Rooms	1.16

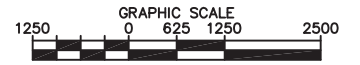
	Motel	Rooms	0.93
	All suites hotel	Rooms	1.08
	Auto care center	1000 GFA	3.13
	Quick Lube shop	1000 GFA	3.11
	Auto parts sales	1000 GFA	3.58
	Tire Superstore	1000 GFA	3.86
	Wholesale tire store	1000 GFA	2.93
	Mini-warehouse/self storage	1000 GFA	0.81
	Others not specified	1000 GFA	4.50
Industrial			
	General light industrial	1000 GFA	3.03
	Manufacturing	1000 GFA	3.17
	Industrial park	1000 GFA	3.39
	Warehousing	1000 GFA	1.97
	Others not specified	1000 GFA	3.03
Institutional			
	Private school (K-12)	Students	0.33
	Junior/community college	Students	0.24
	University/college	Students	1.64
	Day care center	1000 GFA	2.33
	Hospital	1000 GFA	2.80
	Nursing home	Beds	0.54
	Assisted living center	Beds	0.54
	Place of worship	1000 GFA	0.75

VM = Vehicle Mile

DU = Dwelling Unit

GFA = Gross Floor Area

GLA = Gross Leasable Area



LEGEND

	ETJ
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER

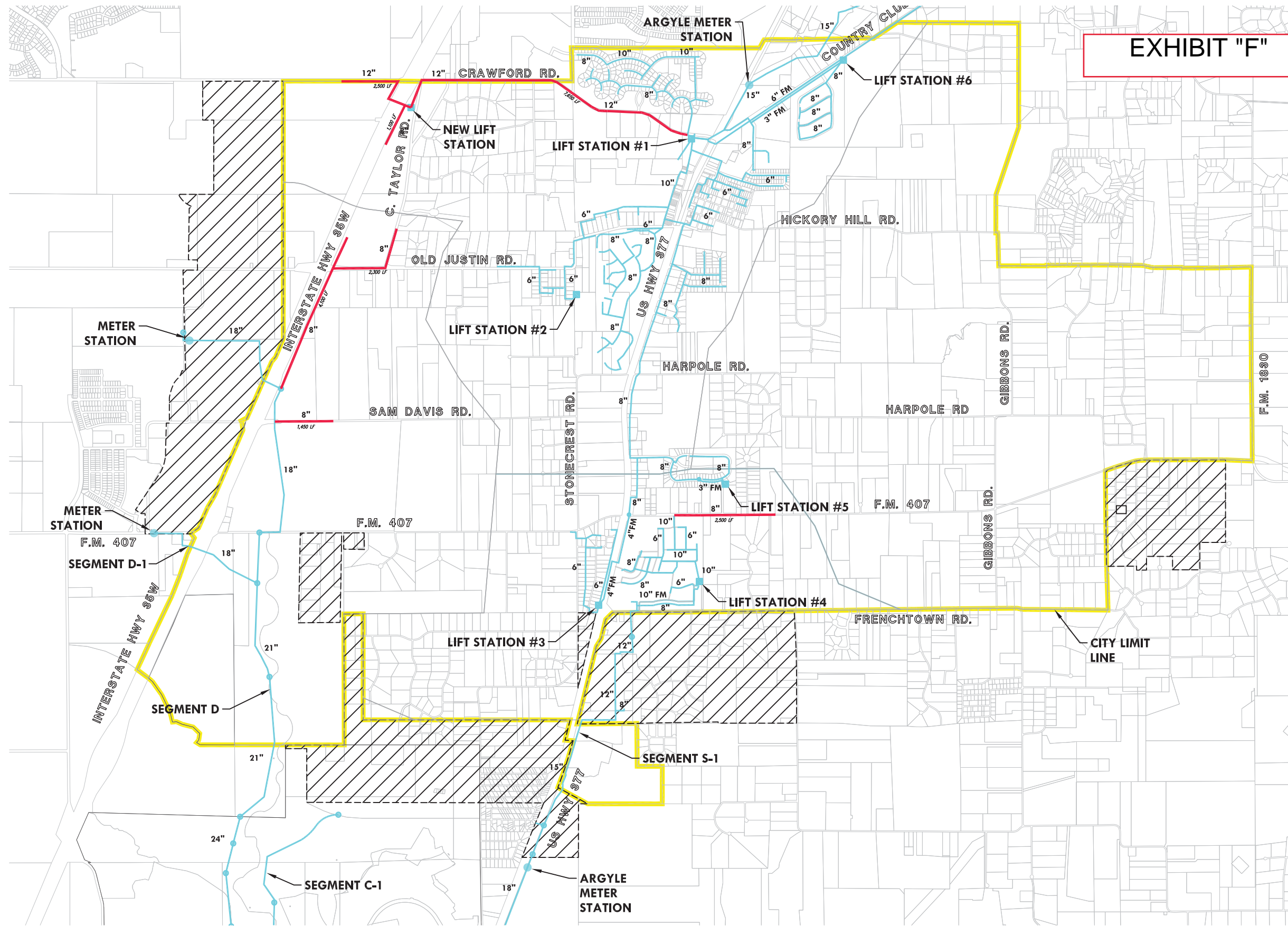


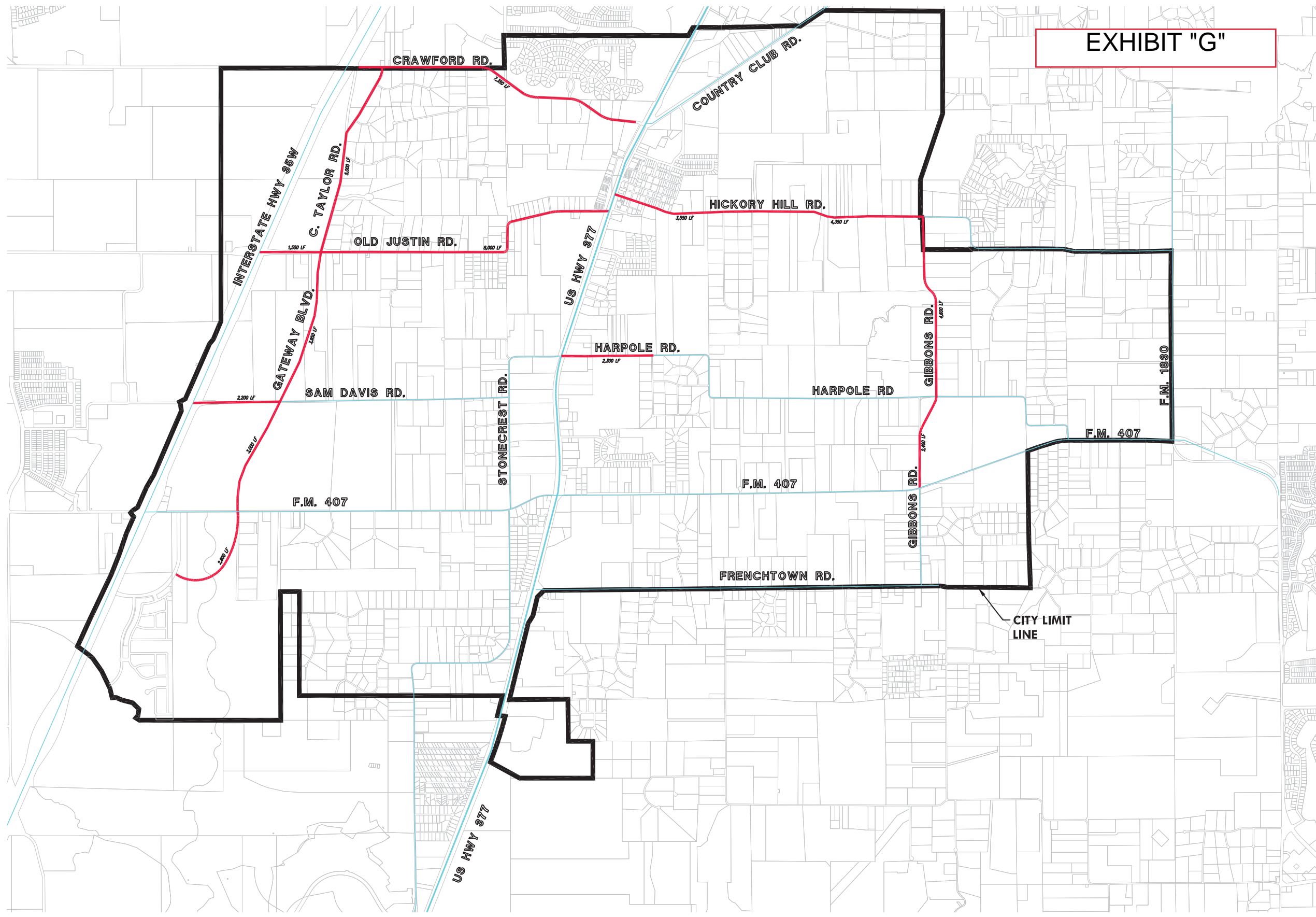
EXHIBIT "F"

Drawing: Q:\PROJECTS\ARG19224\con\exhibits\Wastewater System Impact Fees Capital Improvements Plan.dwg at Nov 26, 2019 - 7:42am by aridgwy
Layout: Figure 3.3 - Xrefs: 22x34 Exhibit Border.dwg



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FIGURE E4
Town of Argyle
Wastewater System Impact Fees
Capitol Improvements Plan



LEGEND

	EXISTING ROAD
	PROPOSED ROAD WORK



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 Layout: Layout1 Xref: 2234 Exhibit Border.dwg



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FIGURE E5
Town of Argyle
Roadway System Impact Fees
Capital Improvement Plan

Schedule 1
Assessment Rates
Wastewater and Roadway Facilities

Type of Impact Fee*	2010 Impact Fees		Proposed Impact Fees	
	Current Impact Fees	Percentage of Maximum Allowable	Schedule 1 (Maximum Assessment Rate)	Schedule 1 (Maximum allowable at 50% of actual costs)
Wastewater Facilities**	\$2,914.00	50%	\$4,904.00	\$2,452.00
Roadway Facilities:				
Residential Uses	\$801.28	33.6%	\$3,264.00	\$1,632.00
Non-Residential Uses	\$595.50	25%	\$3,264.00	\$1,632.00

*Water Impact Fees are assessed and collected by the Argyle Water Supply Corporation.

**All Wastewater Impact Fees are calculated per equivalent service unit (3/4-inch water meter).

Schedule 2
Collection Rates
Wastewater and Roadway Facilities

Type of Impact Fee*	2010 Impact Fees		Proposed Impact Fees	
	Current Impact Fees	Percentage of Maximum Allowable	Schedule 2 (as Proposed by Capital Improvements Advisory Committee)	Percentage of Maximum Allowable
Wastewater Facilities**	\$2,914.00	50%	\$2,452.00	50%
Roadway Facilities:				
Residential Uses	\$801.28	33.6%	\$1,632.00	50%
Non-Residential Uses	\$595.50	25%	\$1,305.60	40%

*Water Impact Fees are assessed and collected by the Argyle Water Supply Corporation.

**All Wastewater Impact Fees are calculated per

TOWN OF ARGYLE
2020 WASTEWATER AND
ROADWAY
IMPACT FEE STUDY



PREPARED BY
Teague Nall & Perkins, Inc



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Denton, Texas 76210
TBPE Registration No. F-230
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940.383.4177

February 2020

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I. EXECUTIVE SUMMARY

Introduction

The Town of Argyle contracted with Teague Nall & Perkins to prepare a Wastewater and Roadway Impact Fee Study. The study is being prepared in order to meet requirements of the Texas Local Government Code, Chapter 395 for Towns that have or will have impact fees associated with community infrastructure. The impact fees are implemented so that a community has the ability to supplement funding of capital improvement projects (CIP) to meet the infrastructure capacity needs for the Town with regard to new development. Each ten-year period a study is developed so that the Town will have current data to evaluate and determine appropriate impact fees. In addition to preparing a new study every ten years, each subsequent fifth year an update to the study is required to assess the current impact fees. The Town can also choose to have the update performed earlier than five years if the Town deems it to be appropriate.

Basis for Impact Fees

The basis for Impact fees is the capital improvements required to serve new development expected during the next ten (10) years from the time that impact fees are set or amended.

Impact fee revenues may not be used to repair, modernize or expand infrastructure needed to serve existing development or for operation and maintenance of capital infrastructure. Impact Fees collected which are not applied toward funding of authorized projects within (10) years of payment maybe subject to refunds.

Demographics

Demographics used for the study include service area, land use assumptions, and population projections. Referring to Figure E1, the service area for the roadway impact fee study is the Town limits as required by the Local Government Code. The service area for the wastewater impact fee study is the Town limits and the ETJ as shown on Figure E2. The land use assumption used for the study is the Town's Future Land Use Plan as shown on Figure E3.

Table E1 shows the population projections to be used for the study. Table E1 was developed using North Central Council of Governments historical population data, aerial data, and recorded final plats. As shown on the table the average ten-year population increase per year is 2.43 percent. The last five-year average is 3.51 percent per year. Besides these historical averages, aerial data and recorded final plats indicate a potential short-term higher percentage increase per year in population. Based on the data collected, the first five years of the ten-year period will use a 6.1 percent increase in population per year while the last five years will use 3.5 percent per year. The ten-year population increase based on these percentages is 2486 resulting in an estimated population of 6656 by 2030.

Wastewater Impact Fee

In order to develop the wastewater impact fee according to Chapter 395 of the Texas Local Government Code population projections must be converted to wastewater service unit increases, capital improvement projects need to be developed including the project cost, and the representative portion of these costs allocated to the anticipate increase in service units. The wastewater service unit increase represented by the projected population increase is 805 Units. Figure E4 shows the proposed wastewater infrastructure improvements. The estimated project cost for the wastewater CIP is \$9,837,277. The impact fee cost used to calculate the impact fee is \$1,973,948. The impact fee cost includes eligible cost associated with the ten-year growth period, finance cost, fifty percent credit required by the Texas Local Government Code, and two subsequent impact fee study preparations. The resulting maximum wastewater impact fee per service unit is \$2452.00 considering the fifty percent credit. The existing wastewater impact fee is \$2914.00. Table E2 shows a comparison of wastewater impact fees from other local communities.

Roadway Impact Fee

The roadway impact fee is developed in the same way as the wastewater impact fee. Population projections are converted to roadway service unit increases, capital improvement projects are developed with associated project cost, and the representative portion of these cost are used to develop the impact fee cost. The roadway service unit increase represented by the projected population increase is 3016. Figure E5 shows the proposed roadway CIP's. The estimated project cost for roadway CIP is \$33,265,000. The impact fee cost used to calculate the impact fee is \$ 4,922,746. The impact fee cost includes eligible CIP cost associated with the ten-year growth period, finance cost, fifty percent credit required by the Texas Local Government Code, and two subsequent impact fee study preparations. The resulting maximum roadway impact fee per service unit is \$1632 considering a 50% credit. The existing roadway impact fee for residential is \$801.28 and \$595.50 for non-residential. The 2010 proposed maximum roadway impact fee considering fifty percent credit was \$1191 for both residential and non-residential. Table E3 shows a comparison of roadway impact fees from other local communities.

TABLES

TABLE E1 TOWN OF ARGYLE Wastewater and Roadway Impact Fee Study Population Growth Projections		
Year	Town Population	Growth Rate %
2010	3282	
2011	3300	0.55
2012	3350	1.52
2013	3420	2.09
2014	3510	2.63
2015	3690	5.13
2016	3820	3.52
2017	3920	2.62
2018	4040	3.06
2019	4170	3.22
Average		2.43
Average Last 5 years		3.51
Proposed Growth Projection Determination		
Approximate Lots Developed - 2019		478
Population From Lots Over 5 Years (3 persons/lot)		1434
Growth Per Year First 5 Years (%/year)		6.1
Growth for Next 5 years (%/year)		3.5
Estimated 2030 Population		6656
Population Addition for 10-year Period		2486
Estimated Additional Lots for 10-year Period (3 persons/lot)		829
85% Small Lot Requiring Sewer Service		705
15% Large Lot w/ Onsite Sewer System		124

TABLE E2

Wastewater Impact Fees - 2010 (at Adopted 50% max.)

		5/8"	3/4"	1"	1-1/2"
1	Argyle	\$2,914.00	\$2,914.00	\$7,868.00	9,616.18
2	Southlake	\$2,609.00	\$3,914.00	\$6,523.00	\$13,045.00
3	Flower Mound-Long Prairie District Residential	\$2,436.00	\$3,645.00	\$6,090.00	\$12,180.00
4	Flower Mound-Long Prairie District Non-Residential	\$1,218.00	\$1,827.00	\$3,045.00	\$6,090.00
5	Prosper	\$1,129.00	\$1,129.00	\$2,822.00	\$5,644.00
6	Northlake	\$964.00	\$1,446.00	\$2,410.00	\$4,821.00
7	Keller	\$918.00	\$1,560.60	\$2,478.60	\$3,029.40
8	Colleyville	\$643.00	\$965.00	\$1,068.00	\$3,215.00
9	Melissa	\$398.67	\$598.00	\$996.67	\$1,993.33

Wastewater Impact Fees - 2020 (at Proposed 50% max.)

		5/8"	3/4"	1"	1-1/2"
1	Southlake	\$2,609.00	\$3,914.00	\$6,523.00	\$13,045.00
2	Argyle	\$2,452.00	\$2,452.00	\$6,620.40	\$8,091.60
	Argyle (Recommended by CIAC 1.7.20)	\$2,452.00	\$2,452.00	\$6,620.40	\$8,091.60
3	Flower Mound-Long Prairie District Residential	\$2,436.00	\$3,645.00	\$6,090.00	\$12,180.00
4	Flower Mound-Long Prairie District Non-Residential	\$1,218.00	\$1,827.00	\$3,045.00	\$6,090.00
5	Prosper	\$1,129.00	\$1,129.00	\$2,822.00	\$5,644.00
6	Northlake	\$964.00	\$1,446.00	\$2,410.00	\$4,821.00
7	Keller	\$918.00	\$1,560.60	\$2,478.60	\$3,029.40
8	Colleyville	\$643.00	\$965.00	\$1,068.00	\$3,215.00
9	Melissa	\$398.67	\$598.00	\$996.67	\$1,993.33



TABLE E3

Residential Roadway Impact Fees - 2010 (at Adopted 33.6% Max.)

		Residential
1	Northlake Zone 1 (NW)	\$6,094.10
2	Prosper Service Area 1	\$6,053.00
3	Colleyville Service Area 1	\$4,941.00
4	Colleyville Service Area 2	\$4,941.00
5	Prosper Service Area 2	\$4,589.00
6	Melissa Service Area 1	\$3,915.12
7	Northlake Zone 2 - (NE)	\$3,844.98
8	Melissa Service Area 2	\$3,775.48
9	Flower Mound- Service Area B	\$3,714.78
10	Keller Service Area 1	\$2,999.19
11	Town of Argyle	\$2,500.00
12	Keller Service Area 2	\$2,451.00
13	Southlake- North Service Area	\$2,292.00
14	Southlake- South Service Area	\$1,640.00
15	Flower Mound- Service Area A	\$1,424.10
16	Northlake Zone 4 (SE)	\$710.62
17	Northlake Zone 3 (SW)	\$691.60

Residential Roadway Impact Fees - 2020 (Proposed Rates)

		Residential
1	Northlake Zone 1 (NW)	\$6,094.10
2	Prosper Service Area 1	\$6,053.00
Town of Argyle		\$5,091.84 (at 50% of Max.)
Town of Argyle		\$5,091.84 (at 50% of Max.) as Recommended by CIAC 1.7.20
3	Colleyville Service Area 1	\$4,941.00
4	Colleyville Service Area 2	\$4,941.00
5	Prosper Service Area 2	\$4,589.00
6	Melissa Service Area 1	\$3,915.12
7	Northlake Zone 2 - (NE)	\$3,844.98
8	Melissa Service Area 2	\$3,775.48
9	Flower Mound- Service Area B	\$3,714.78
Town of Argyle		\$3,421.70 (at 33.6% of Max.)
11	Keller Service Area 1	\$2,999.19
Town of Argyle		\$2,545.92 (at 25% of Max.)
12	Keller Service Area 2	\$2,451.00
13	Southlake- North Service Area	\$2,292.00
14	Southlake- South Service Area	\$1,640.00
15	Flower Mound- Service Area A	\$1,424.10
16	Northlake Zone 4 (SE)	\$710.62
17	Northlake Zone 3 (SW)	\$691.60



General Retail Roadway Impact Fees - 2010 (at Adopted 25% of Max.)

		General Retail (Based on a 10,000 sq. ft. building)
1	Northlake Zone 1 (NW)	\$226,033.00
2	Northlake Zone 2 (NE)	\$142,623.00
3	Prosper Service Area 1	\$49,620.00
4	Southlake North Service Area	\$48,300.00
5	Prosper Service Area 2	\$37,620.00
6	Southlake South Service Area	\$34,560.00
7	Flower Mound- Service Area B	\$34,419.95
8	Town of Argyle	\$26,797.00
9	Northlake Zone 4 (SE)	\$26,632.50
10	Northlake Zone 3 (SW)	\$25,657.60
11	Keller Service Area 1	\$24,922.00
12	Colleyville Service Area 2	\$21,580.00
13	Keller Service Area 2	\$18,416.30
14	Flower Mound- Service Area A	\$13,218.75
15	Melissa Service Area 2	\$9,969.31
16	Colleyville Service Area 1	\$7,790.00
17	Melissa Service Area 1	\$6,594.95

General Retail Roadway Impact Fees - 2020 (at Various Rates of Max.)

		General Retail (Based on a 10,000 sq. ft. building)
1	Northlake Zone 1 (NW)	\$226,033.00
2	Northlake Zone 2 (NE)	\$142,623.00
Town of Argyle		\$73,440.00 (at 50% of Max.)
Town of Argyle		\$58,752.00 (at 40% of Max.) as Recommended by CIAC 1.7.20
3	Prosper Service Area 1	\$49,620.00
Town of Argyle		\$49,351.50 (at 33.6% of Max.)
4	Southlake North Service Area	\$48,300.00
5	Prosper Service Area 2	\$37,620.00
Town of Argyle		\$36,720.00 (at 25% of Max.)
6	Southlake South Service Area	\$34,560.00
7	Flower Mound- Service Area B	\$34,419.95
8	Northlake Zone 4 (SE)	\$26,632.50
9	Northlake Zone 3 (SW)	\$25,657.60
10	Keller Service Area 1	\$24,922.00
11	Colleyville Service Area 2	\$21,580.00
12	Keller Service Area 2	\$18,416.30
13	Flower Mound- Service Area A	\$13,218.75
14	Melissa Service Area 2	\$9,969.31
15	Colleyville Service Area 1	\$7,790.00
16	Melissa Service Area 1	\$6,594.95



General Office Roadway Impact Fees - 2010 (at Adopted 25% of Max.)

		General Office (Based on a 10,000 sq. ft. building)
1	Prosper Service Area 1	\$51,320.00
2	Prosper Service Area 2	\$38,910.00
3	Town of Argyle	\$27,393.00
4	Southlake North Service Area	\$25,610.00
5	Flower Mound- Service Area B	\$24,949.10
6	Keller Service Area 1	\$24,922.00
7	Colleyville Service Area 2	\$21,580.00
8	Keller Service Area 2	\$18,416.30
9	Southlake South Service Area	\$18,330.00
10	Flower Mound- Service Area A	\$9,599.75
11	Melissa Service Area 2	\$8,816.26
12	Colleyville Service Area 1	\$7,790.00
13	Melissa Service Area 1	\$5,832.17
14	Northlake Zone 1 (NW)	NA
15	Northlake Zone 2 (NE)	NA
16	Northlake Zone 3 (SW)	NA
17	Northlake Zone 4 (SE)	NA

General Office Roadway Impact Fees - 2020 (at Various Rates of Max.)

		General Office (Based on a 10,000 sq. ft. building)
Town of Argyle		\$75,072.00 (at 50% of Max.)
Town of Argyle		\$60,057.60 (at 40% of Max.) as Recommended by CIAC 1.7.20
1	Prosper Service Area 1	\$51,320.00
Town of Argyle		\$50,448.20 (at 33.6% of Max.)
2	Prosper Service Area 2	\$38,910.00
Town of Argyle		\$37,536.00 (at 25% of Max.)
3	Southlake North Service Area	\$25,610.00
4	Flower Mound- Service Area B	\$24,949.10
5	Keller Service Area 1	\$24,922.00
6	Colleyville Service Area 2	\$21,580.00
7	Keller Service Area 2	\$18,416.30
8	Southlake South Service Area	\$18,330.00
9	Flower Mound- Service Area A	\$9,599.75
10	Melissa Service Area 2	\$8,816.26
11	Colleyville Service Area 1	\$7,790.00
12	Melissa Service Area 1	\$5,832.17
13	Northlake Zone 1 (NW)	NA
14	Northlake Zone 2 (NE)	NA
15	Northlake Zone 3 (SW)	NA
16	Northlake Zone 4 (SE)	NA

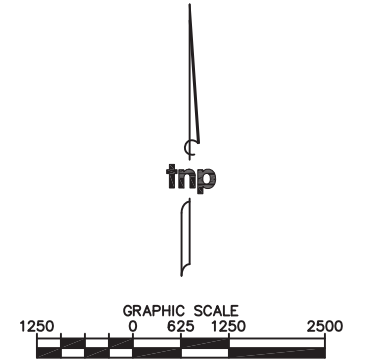
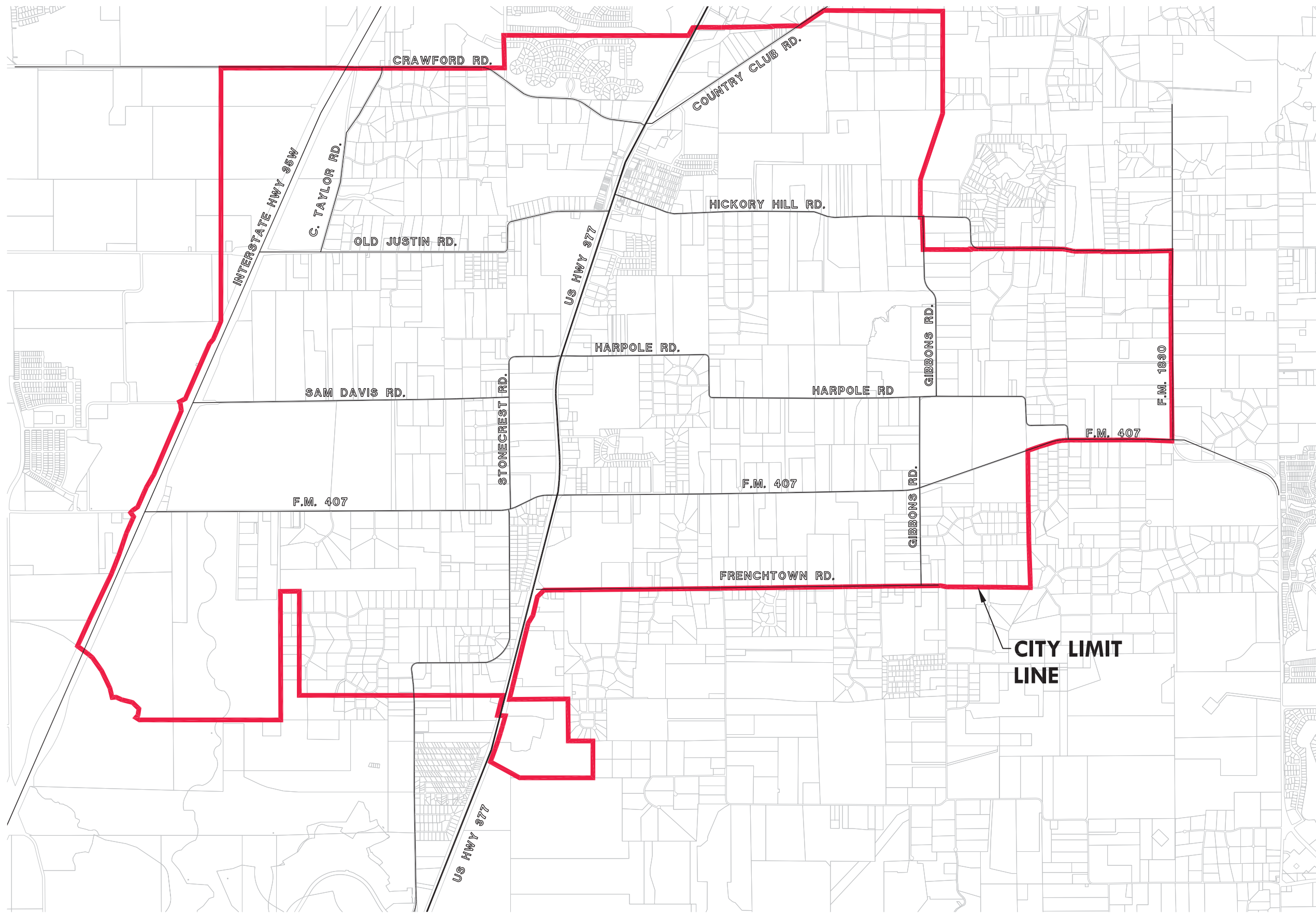


Recent Development Projects - 2010 -2020 Impact Fee Comparison

		2010 Roadway Impact Fee (at Adopted 25% of Max.)	2020 Roadway Impact Fees (various rates)
1	Well Church (20,00 sq. ft. Religious Institution)	\$9,158.79	\$25,100.16 (50% of max.)
			\$20,080.13 (40% of max.) as Recommended by CIAC 1.7.20
			\$16,867.25 (33.6% of max.)
			\$12,550.08 (25% of max.)
2	Eagle Plaza (10,188 sq. ft. retail bldg.)	\$27,303.68	\$74,827.20 (50% of max.)
			\$59,891.76 (40% of max.) as Recommended by CIAC 1.7.20
			\$50,283.70 (33.6% of max.)
			\$37,413.60 (25% of max.)
3	BPS Jet (22,936 sq. ft. corp. office, warehouse, lab)	\$47,514.35	\$130,200.96 (50% of max.)
			\$104,160.77 (40% of max.) as Recommended by CIAC 1.7.20
			\$87,494.72 (33.6% of max.)
			\$65,100.48 (25% of max.)
4	Integrity Performance Sports (183,340 sq. ft. health club, restaurant, office)	\$498,225.08	\$1,365,412.80 (50% of max.)
			\$1,092,330.24 (40% of max.) as Recommended by CIAC 1.7.20
			\$917,554.05 (33.6% of max.)
			\$682,706.40 (25% of max.)



FIGURES

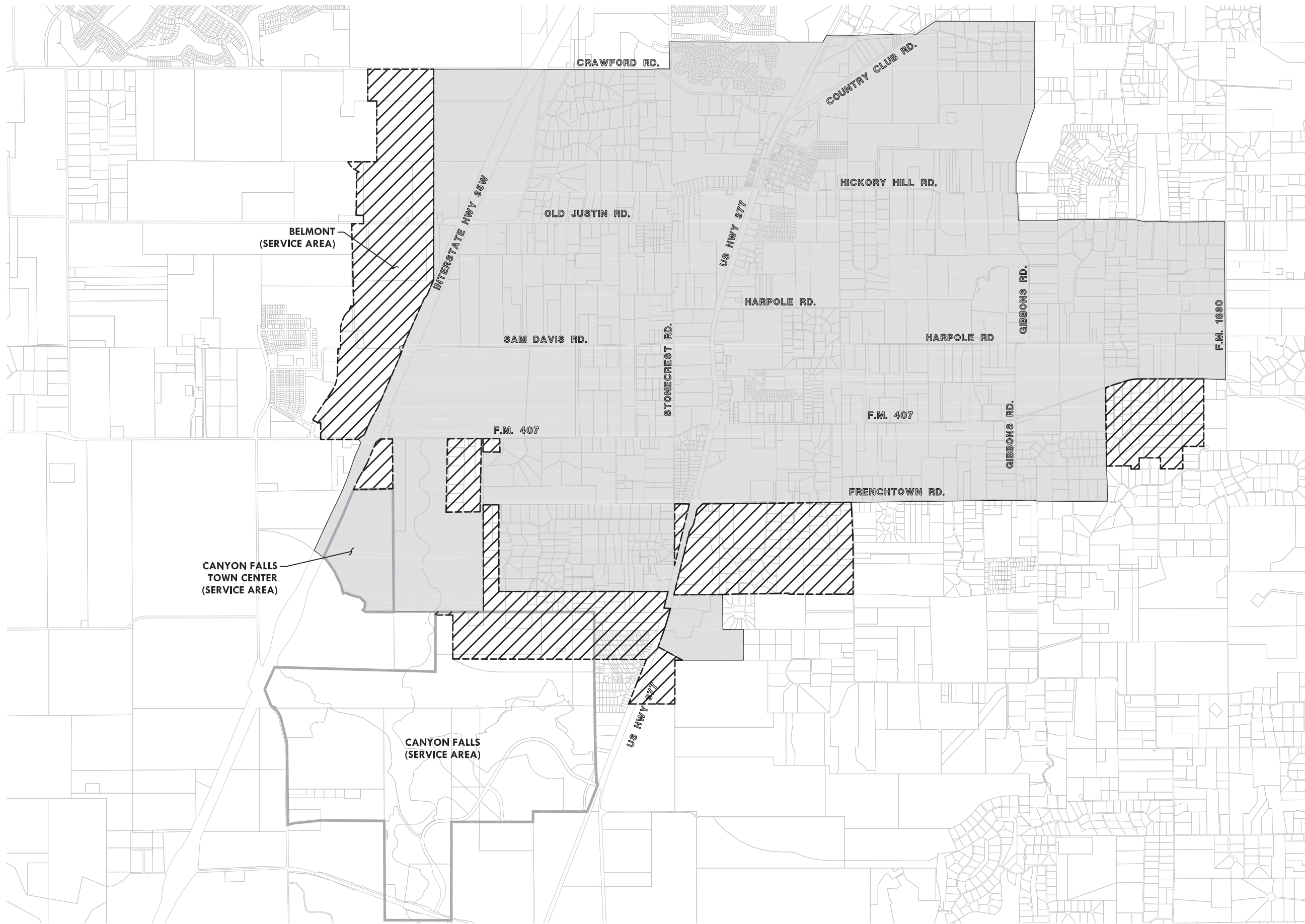
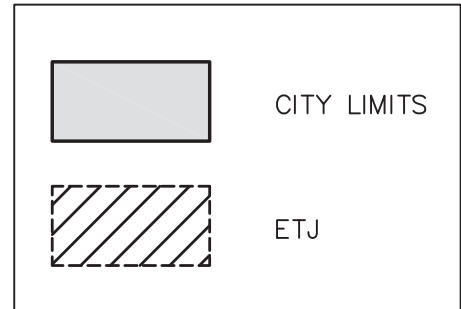
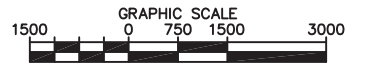



Drawing: Q:\PROJECTS\ARG\2024\con\exhibits\Figure 2.1 Roadway Map.dwg at Nov 19, 2019--6:17am by mharris
Layout: Layout1 Xrefs: 2234 Exhibit Border.dwg



teague nall & perkins
 3200 S Interstate 35E, Suite 1129
 Denton, Texas 76210
 940.383.4177 ph 940.383.8026 fx
 TBPE Registration No. F-230
 www.tnpinc.com

FIGURE E1
Town of Argyle
Roadway System Impact Fees
Roadway Service Area Plan

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FIGURE E2
Town of Argyle
Wastewater System Impact Fees
Wastewater Service Area Plan

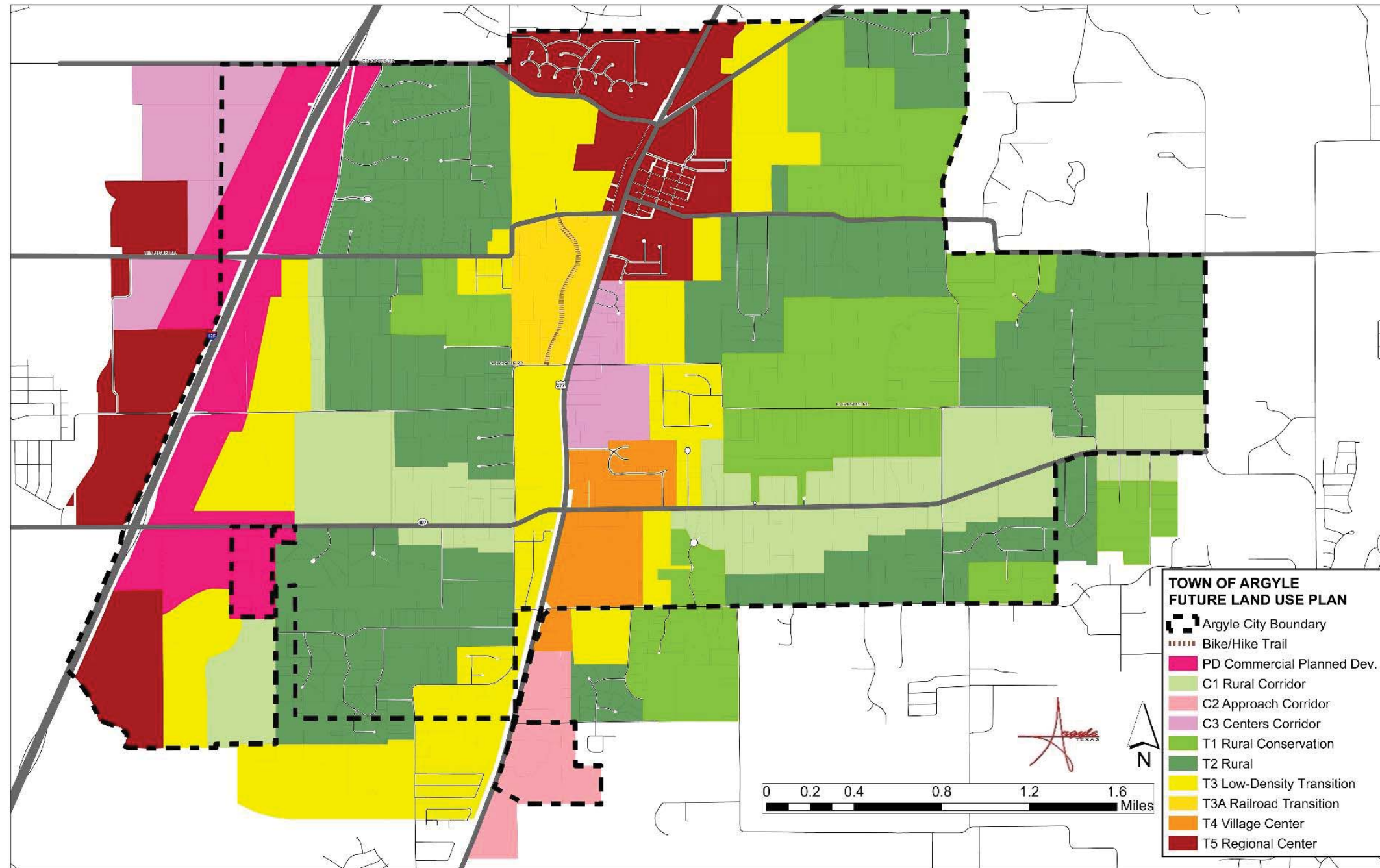
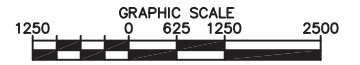


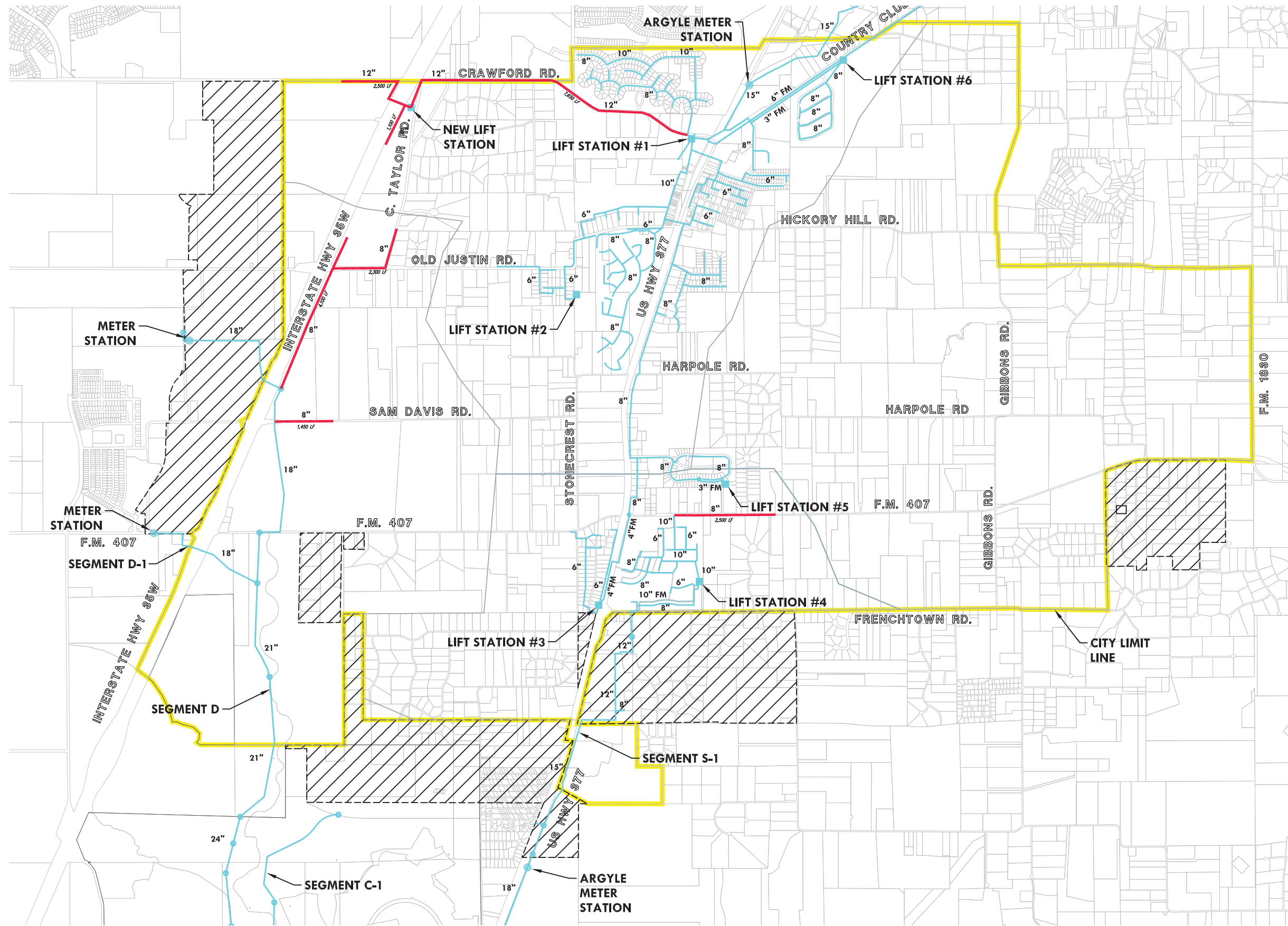
Figure 1 Town of Argyle Future Land Use Plan

FIGURE E3
Town of Argyle
Wastewater and Roadway
Impact Fees
Future Land Use Plan




LEGEND

	ETJ
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER

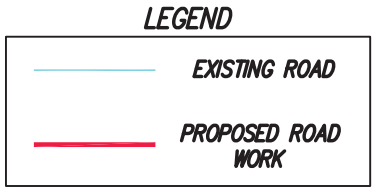
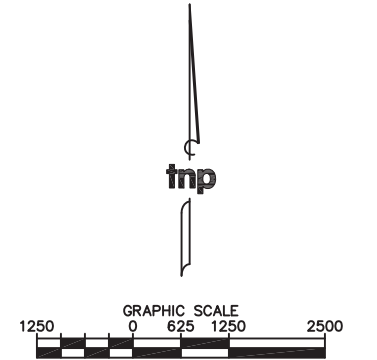
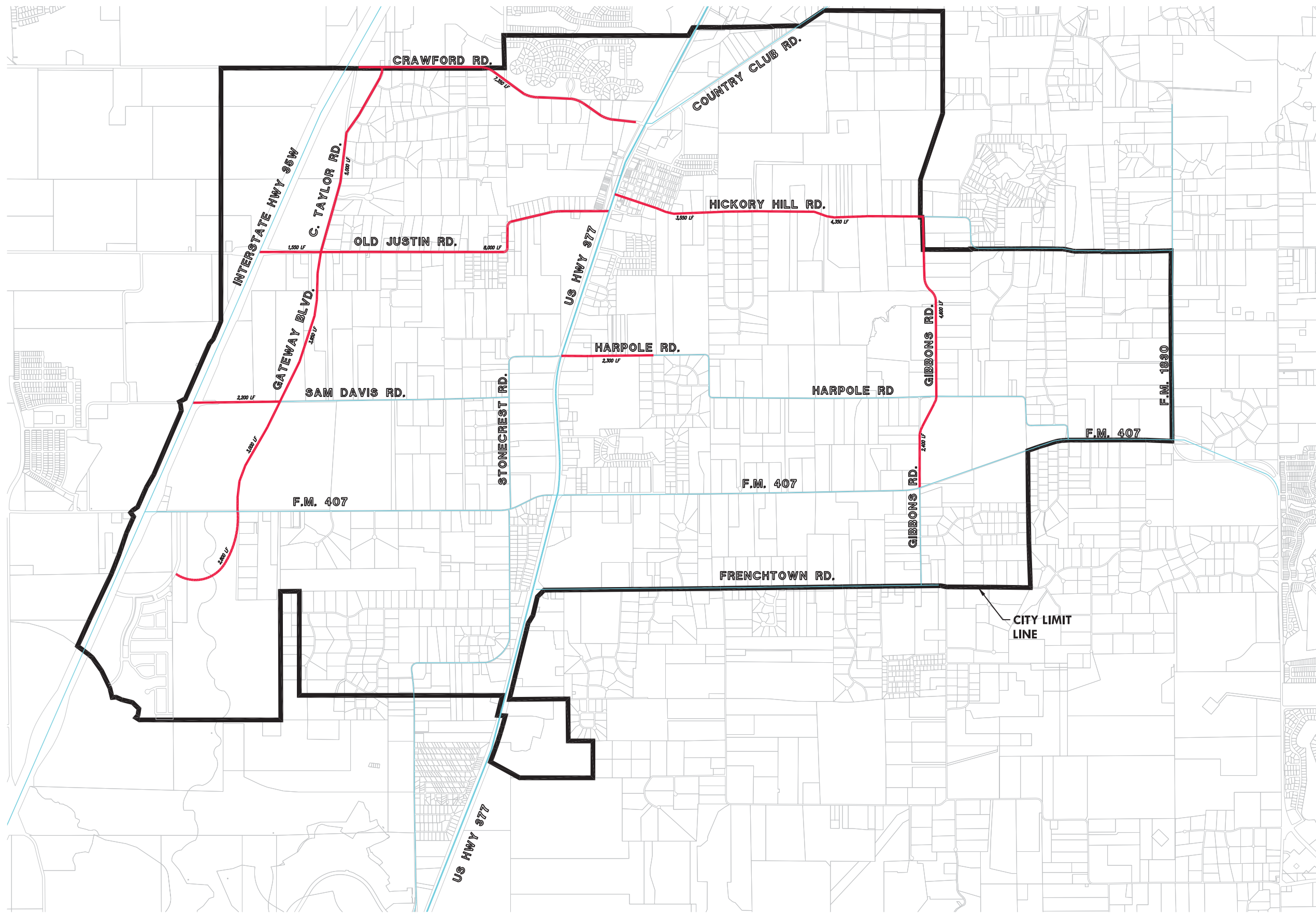


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Layout: Figure 3.3 - Xrefs: 22x34 Exhibit Border.dwg



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FIGURE E4
Town of Argyle
Wastewater System Impact Fees
Capitol Improvements Plan



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 Layout: Layout1 Xref: 2234 Exhibit Border.dwg



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 TBPE Registration No. F-230
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FIGURE E5
Town of Argyle
Roadway System Impact Fees
Capital Improvement Plan

II. IMPLEMENTATION OF IMPACT FEES

Authorization

The Texas Local Government Code, Chapter 395 authorizes political subdivisions to impose impact fees on land within its corporate boundaries and extraterritorial jurisdiction (ETJ). The basis for Impact fees is the capital improvements required to serve new development expected during the next ten (10) years from the time that impact fees are set or amended.

Impact fee revenues may not be used to repair, modernize or expand infrastructure needed to serve existing development or for operation and maintenance of capital infrastructure. Impact Fees collected which are not applied toward funding of authorized projects within (10) years of payment maybe subject to refunds.

During the 2001 session of the Texas Legislature, the impact fee law was amended. The change in the law became effective September 1, 2000. Significant changes included the following:

- A credit for ad valorem taxes and utility service billing revenues must be calculated or, as an alternative, a 50% credit against the maximum assessable impact fee calculated.
- A comparison of the proposed fees to a standard calculation for a maximum fee
- Fees are to be collected at issuance of the building permit
- Must submit annual certification of compliance to the Attorney General by September 30th.
- Forfeit ten (10) percent of fees to the State as a penalty if a positive certification is not filed timely.
- Must hold a Public Hearing to approve the Land Use Plan and Capital Improvements Plans with advertisement 30 days prior to the hearing.
- Must hold a Public Hearing to set impact fees with advertisement 30 days prior to the hearing.

The Local Government Code now requires that a town update the information supporting its impact fees every five (5) years, after fees have been adopted. The information that must be included in the update includes the following:

- Impact Fee revenues collected and expended to fund eligible capital improvements
- Land use assumptions
- Capital Improvement plans
- Applicable impact fees to be assessed

Historical Impact Fee Studies

The Town of Argyle Wastewater and Roadway Impact Fees were last reviewed in 2015. Ordinance No. 2015-08 approved the findings of the review. In the 2015 review of impact fees no changes were made to land use assumptions, capital improvements or wastewater or roadway impact fees. Prior to 2015, a detailed evaluation was performed in 2010, and the findings of the 2010 Impact Fee study for wastewater and roadway were approved by Ordinance No. 2010-10. Table 2.1 provides the current Wastewater and Roadway Impact fees. The current Wastewater impact fee is \$2,914 per service unit. The current Roadway impact fee is \$801.28 for residential and \$595.50 for non-residential. Table 2.2 provides a comparison of the Town of Argyle impact fees with other communities within the region.

Historical Impact Fee Revenues and Expenditures

As of January 31, 2020, the unaudited balances for the impact fees are as follows:

Wastewater Impact Fee Account: \$686,847.27

Roadway Impact Fee Account: \$1,387,501.46

The Town will be using the Roadway Impact Fee funds for the Crawford Road CIP. The Wastewater Impact Fee funds will be used for CIP's shown in this study.

Service Area and Land Use

The Town limits is the current service area for the roadway impact fee study. See Figure 2.1. The current service area for wastewater impact fee study is the Town limits plus the ETJ, see Figure 2.2. These two assumptions will continue to be used for this study.

The land use assumptions for the impact fee program are from the Town's Comprehensive plan. The Future Land Use plan and associated designations and land use allocations will be used for growth projections. See Figure 2.3 and Table 2.3.

Population Growth

Table 2.4 shows existing population data taken from the North Central Texas Council of Governments (NCTCOG). The average population growth over the last ten years was 2.43 percent. Average growth over the last five years has been 3.51 percent. In addition to the steady growth within the Town, there appears to be potential for a surge in growth over the next four to five years. Based on 2018 aerial data and approved plats, approximately 478 single-family residential lots are in the process of development. Population increases from these lots are not included within the current 2019 estimates. Based on an assumed average three persons per household, the population increase from these lots equates to an additional 1,434 persons. Distributing this population over a five-year period equates to a

6.1 percent increase in population per year. In addition to this population increase, additional population increase will most likely occur for the remainder of the ten-year period. For the purposes of estimating the ten-year population growth, the first five years will be estimated using a 6.1 percent per year increase and the last five years using a 3.5 percent per year increase. Based on these assumptions, the population estimate for 2030 is 6,656. Using three persons per household, this population increase would translate to 829 new single-family dwellings within the Town by 2030. After this ten-year period, there may be a slowing in residential growth based upon availability of developable property associated with the future land use plan. Most of the remaining developable properties after the current ten-year period will be one to 10 acre in sizes and will not require public sewer service. It will be important to assess population growth at the next five-year increment and next ten-year increment.

Population increases within the ETJ are also anticipated during the ten-year period. Referring to Figure 2.2, most of the service area within the ETJ falls within the Belmont and Canyon Falls development boundaries. These two service areas are not included within the analysis because they have contributed to the Trinity River Authority (TRA) Graham Branch Wastewater Transportation System infrastructure cost and have their own reimbursement program. Building permits and associated impact fees are not obtained for these areas by the Town. Since these two areas comprise most of the developable area within the ETJ, population increases attributed to the ETJ will not be considered.

Population Distribution

The Future Land Use Plan has a variety of land uses, with the majority of the single-family residential land uses being rural type development. The rural nature of the Town is by design. The rural land use lot size ranges from one acre to ten acres minimum. With these lot sizes, new development within the rural areas will have private onsite wastewater treatment systems and therefore are exempt from Wastewater Impact Fees. Roadway impact fees can be applied for these properties. Another characteristic of the rural land use areas is low population density. These areas will not contribute greatly to the anticipated population increase. The following table shows the percentage of building permits issued for properties using private onsite wastewater systems for FY 16-19.

Year	Building Permits W/ Private Onsite Sewer
2016	9%
2017	7.6%
2018	20.7%
2019	10.3%

Based on these percentages, 85 percent of the anticipated population increase in the next ten years will be attributed to lot sizes requiring public sewer and 15 percent of the

population increase will be attributed to lot sizes having onsite private sewer. With this distribution, 124 housing units would be in the rural land use area, and 705 housing units would be in the areas requiring a public sewer system. In the next ten-year period these percentages most likely will change. There will be fewer developable lots requiring public sewer.

There are approximately 734 existing developed rural lots and 725 small lots within the Town limits and ETJ, excluding the Belmont and Canyon Falls service areas. With these existing lot counts, the 2030 estimated lot counts would be 858 rural lots and 1430 lots requiring public wastewater facilities.

III. WASTEWATER IMPACT FEE ANALYSIS

General

The wastewater impact fees are implemented so that a community has the ability to supplement funding of CIP projects to meet the wastewater capacity needs for the Town with regard to new development. The planning period for the impact fees is ten years, with an update required in no more than 5 years. In order to develop the wastewater impact fee according to Chapter 395 of the Texas Local Government Code population projections must be converted to wastewater service unit increases, capital improvement projects need to be developed including the project cost, and the representative portion of these costs allocated to the anticipate increase in service units.

Wastewater Service Units

The most common method for determining wastewater service units is to base the service unit on a single family dwelling and the size of water meter used for a single family dwelling. All other types of land use and associated meter sizes can be correlated to the single family dwelling based upon meter size. For the Town of Argyle 5/8" x3/4" meters are used for single family dwellings and for the most part 1" meter sizes for commercial/retail developments. Using the Town's standard equivalency tables, the service unit equivalent (SFE) for a 1" meter is 2.7 SFE as shown in Table 2.1.

Another method that can be used is correlating the amount of wastewater contributed by a single family dwelling to other types of land use wastewater contribution. For this type of correlation, it is best to use winter time water demand data which will closely represent the amount of wastewater contribution. This method has been used for schools and churches for the impact fee study. The standard wastewater contribution used for the single family dwelling is 320 gallons per day (GPD). This value is used for the wastewater agreements the Town has with the City of Denton and the Trinity River Authority (TRA).

Table 3.1 shows the existing estimated service units and the proposed service units for 2030. The total projected increase in service units is 805, which is an 87 percent increase

over the ten-year period. This also computes to be approximately 6.49 percent increase in service units per year over the next 10 years. The increase in residential service units is based upon the estimated population growth. The increase in commercial/retail service units, corresponding to the one-inch meter size, is based upon two new commercial/retail businesses per year over the ten-year period. School service unit increases are based upon one student for each single family residential service unit increase. Church service units were increased by 3.4 percent per year for the ten-year period.

Wastewater Capital Improvement Plan

Figures 3.1 and 3.2 show the existing wastewater infrastructure for the Town of Argyle. There are 4 wastewater service basins within the existing wastewater system. The wastewater service basins include the Denton basin, the TRA West basin, the TRA East basin, and the Future basin. The Denton basin flows to the City of Denton wastewater collection system and is treated by the City of Denton. The TRA West and TRA East basins flow to the TRA transmission lines and wastewater is treated at the TRA treatment plant. The Future basin encompasses area that is within the rural land use zone which currently have private onsite wastewater systems. Each of these wastewater service basins are separated by natural topographic ridge lines.

Figure 3.3 shows the proposed wastewater system CIP. The location and type of improvements anticipated are consistent with the 2010 impact fee study and reflect remaining improvements to be constructed. The majority of required capacity building infrastructure for future development has been constructed with the Graveyard line and the TRA Lines. Table 3.2 shows the Wastewater CIP Project Cost summary and the eligible cost associated with the current ten-year period. Table 3.3 shows the detailed improvement cost for each of the projects. The following describes each one of the CIP projects:

- Crawford Rd Wastewater CIP – Table 3.3 – Project Cost: \$4,616,438
The 12” wastewater collection and Lift station CIP project will provide capacity for the development adjacent to IH 35 in the northwest portion of the Town limits. This CIP is included within the Denton basin.
- Old Justin Road Wastewater CIP – Table 3.3 – Project Cost: \$ 1,635,907
The 8” wastewater collection CIP project will provide capacity for the development adjacent to IH 35, C. Taylor Rd, and future Gateway Blvd. This CIP project will flow into the TRA West basin.
- Sam Davis Rd Sewer CIP – Table 3.3 – Project Cost: \$ 333,144
The 8” wastewater collection CIP project will provide capacity for PD Commercial Planned Development land use area adjacent to Sam Davis Road. This CIP project will flow into the TRA West basin.
- FM 407 Wastewater CIP – Table 3.3 – Project Cost: \$715,669

The 8" wastewater collection CIP project will provide capacity for the development of the C3 Rural Corridor fronting FM 407. This CIP project will flow into the TRA East basin.

Additional Wastewater Capacity Building

As mentioned above, the Town has two separate basins with wastewater capacity for future development. These two basins are the Denton Basin and the TRA Basin. The main collection system for the Denton basin is the Graveyard line. The main collection system for the TRA basin are TRA Line Segment A, B, C, and D.

The capacity developed for the Denton Basin using the Graveyard collection system is 1600 Single Family Equivalents (SFE) or 512000 gallons per day based on 320 gallons per day per SFE. The Town also has an additional 560 SFE capacity in the original Country Club pressure sewer line that also discharges into the City of Denton wastewater collection system. The existing lift station no. 1 and the pressure sewer line are not currently in use but could be put back in service if needed. The Town's participation cost for the Graveyard collection system improvements was \$1,152,535.42, including both interest and principal payments. This cost has been retired and is not an eligible cost for the project.

The TRA collection system has capacity for the Town and other properties within the basin. The total Town capacity for the TRA Basin is 1.996 MGD or 3119 Living Unit Equivalents. A Living Unit Equivalent is a SFE multiplied by 2.0 to account for a peaking factor and Infiltration/Inflow. The Town's TRA West Basin capacity is 1.373 MGD and the Town's TRA East Basin capacity is 0.623 MGD. The following shows the capacities for the Town per TRA Line Segment:

Development Line Segment S-1 – 0.623 MGD, 973 LUE's, 1946 SFE

TRA Line Segment B – 0.623 MGD, 973 LUE's, 1946 SFE

TRA Line Segment C – 1.373 MGD, 1731 LUE's, 3462 SFE

TRA Line Segment D – 1.373 MGD, 1731 LUE's, 3462 SFE

The Development Line Segment S-1 was constructed by private development. The developer is being reimbursed project costs by the Denton County allocation to the TIRZ. Therefore, line segment S-1 project costs are no longer an eligible CIP project cost.

The Town's participation cost in the TRA transmission line improvements was \$803,950.32 for TRA Line Segment B and \$1,518,303 for capacity building of Line Segment C and D. The capacity building for Line C and D were paid upfront by development and the \$1,518,303 cost is to be reimbursed to the developer through impact fees. Figure 3.4 shows the TRA Impact Fee Reimbursement area associated with the Line Segment C and D capacity building. The Line Segment B, C, and D cost are eligible CIP cost for the impact fee assessment.

Total Cost Associated with Capacity Building

The total cost for capacity building includes the current CIP projects listed above and the capacity that has been obtained through the TRA Basin Improvements. The Basin improvement

costs are discounted to reflect the remaining capacity available. Table 3.4 shows the respective percentages of the capacity remaining. Currently the only sewer flow contribution from Argyle to the TRA basin is from the Liberty Christian School and the Cross Timbers Church. Table 3.4 shows the winter maximum average flows based upon water usage from these two sources. Approximately 98 percent of the TRA capacity is available. This will most likely be reduced considerably over the next four to five years due to current development within the TRA basin. Table 3.4 shows approximately 65 percent of the Denton Basin capacity is available. This will increase once lift station No. 3 is taken out of service and the area contributing to lift station No. 3 drains to the TRA basin.

Maximum Wastewater Impact Fee

According to Chapter 395 of the Texas Local Government Code the Maximum Assessable Wastewater Impact Fee cost per service unit is calculated by dividing the total CIP cost associated with the capacity needs of new development by the anticipated increase in service units based upon the service area and land use assumptions. A credit also is required to account for Ad Valorem Taxes and Utility Billing revenues. The credit is 50% of the calculated Maximum Assessable Wastewater Impact Fee.

As shown in Table 3.2, the total CIP project cost is \$9,837,277. Of this CIP project cost, only the project cost attributable to the ten-year growth period can be used, ie improvements needed for the amount of growth. As shown in Table 3.2, the attributable project cost is estimated using percent utilization. The attributable cost based on the estimated utilization for the ten-year period is \$2,572,903. This cost is the eligible capital cost without considering the fifty percent credit. The following show the calculations:

<u>Wastewater Impact Fee Calculation</u>		<u>Reference</u>
Eligible Capital Improvement Cost	\$2,572,903	Eligible Cost, Table 3.2
Finance Cost	<u>\$1,234,993</u>	4 percent per year for 10 years
Total CIP Eligible Cost	\$3,807,896	Eligible cost including financing
Impact Fee Cost w/ Credit (50%)	\$1,903,948	50% Credit
Impact Fee Preparation	\$ 70,000	Two Impact Fee Study Preparations
Impact Fee Cost	\$1,973,948	Impact Fee Cost including Study Prep.
10-Year Growth in Service Units	805	Growth in Service Units, Table 3.1
Maximum Wastewater Impact Fee w/ 50% Credit	\$2452/SU	Impact fee cost divided by Service Units

IV. Roadway Impact Fee Analysis

General

Roadway Impact Fees are assessed for the same reasons as wastewater impact fees, in order to generate supplemental funding for CIP projects to address capacity requirements associated with new development. Though the service units used for calculating the roadway impact fees are different than the service units for wastewater impact fees, the general methods are the same. Both the wastewater and the roadway service unit increases are based upon projected population increases.

Roadway Service Units

Roadway service units are based upon the peak hour trip generation of the population base and other demographics within the service area such as commercial buildings, schools, churches, and government buildings. The previous roadway impact fee report developed in May 2010 by Freese & Nichols utilized a Vehicle-Mile Service Unit method that accounts for the peak hour volume over the average travel length of the trip, commonly called the trip length. The 2010 report provided a table establishing service unit factors used to compute peak hour vehicle mile trip generation for various land uses. The Town has been using this table to compute impact fees for associate land uses. Table 4.1 shows the land use designations and the service unit factors that the Town uses. This 2020 report will continue to use this table and methodology.

Table 4.2 shows the estimated peak hour trip generation for both existing conditions and future additions using the quantities for each land use and the associated service unit factor taken from Table 4.1.

Single family quantities were estimated using the population data previously described. Commercial, Post Office, Town Hall, and Church quantities were based upon a square foot estimate of floor space for each land use. School quantities are based upon staff and student attendance. The total existing peak hour vehicle-mile trip generation calculated was 6838. The estimated future additional vehicle-mile trip generation is 3016. This represents a 44 % increase for the ten-year period. This also represents a 3.72 percent increase per year for the ten-year period.

Existing Roadway Capacity

Roadway capacity is related to the Level of Service (LOS) desired. The more congested a given roadway the less desirable is its function or Level of Service. A free-flowing roadway is a LOS A while a highly congested roadway is LOS F. The existing capacity analysis shown in the 2010 study used LOS D to evaluate capacity. Table 4.3 shows the LOS D peak hour lane capacity for several types of roadway section that was included within the 2010 study. These values will be used to evaluate the current capacity of the roadways.

Each year the Town conducts 24-hour traffic counts for the major roadways within the Town limits. The traffic counts have been conducted since 2000 and provide useful information related to traffic flow and roadway capacity. Table 4.4 shows the traffic count data from 2008 through 2018 and the results of the capacity evaluation. Refer to Figure 4.1 for roadway locations.

A factor is used to convert 24-hour traffic counts to estimated peak hour traffic volumes. The factor can range from about 8 to 12 percent of the 24-hour traffic count. For the purpose of this report an 11 percent factor was used. The table shows a general increase in traffic volumes within the Town. Crawford Road, C Taylor Road, Harpole Road at the high school, North Gibbons, Stonecrest Road and Old Justin Road have seen substantial increases in traffic. Table 4.4 shows that Crawford Road does not meet LOS D capacity.

Roadway Capital Improvement Plan

Figure 4.1 shows the existing major roadway system within the Town of Argyle. Figure 4.2 is the Thoroughfare Plan that shows the existing major roadways, proposed roadways, and proposed future typical road sections. A two-phase approach is proposed for roadway CIP projects. Phase One improvements would increase roadway capacity to LOS D or better. Phase Two improvements would be consistent with the thoroughfare plan typical roadway sections and would provide LOS C capacity or better. Most likely the Phase Two projects will be well into the future due to the cost and capacity needs. Figure 4.3 shows the proposed Phase One CIP projects and Table 4.5 provides a summary of the CIP project costs including the impact fee eligible cost. Table 4.18 shows the estimated increase in lane capacity due to the Phase One roadway CIP projects. The estimated roadway capacity with the improvements is 15299. The increases in roadway capacity for Phase One improvements are attributed to constructing turn lanes and improving lane widths. A roundabout is also included in the Crawford Road CIP project to manage traffic flow from and to John Paine.

The following describes each one of the CIP projects:

- **Crawford Road Ph 1**– Table 4.6 – Project Cost: \$ 3,463,600
Crawford Road is currently a heavily travelled roadway that has seen over a 300 percent increase in use since 2012 based upon the annual trip counts taken by the Town each year. It is currently a narrow 2 lane road with no turn lanes. The road is designated as a Type B Minor Arterial. This a capacity building project that will provide turn lanes at intersections, a roundabout, and roadway widening.
- **Old Justin Road Ph 1**(IH 35 to Taylor) – Table 4.7 – Project Cost: \$ 1,167,633
Old Justin Road is currently a narrow 2 lane road that is designated as a Type B Minor Arterial. This a capacity building project that will provide turn lanes at intersections, and roadway widening.
- **Old Justin Road Ph 1** (C. Taylor Road to US HWY 377) – Table 4.8 – Project Cost: \$ 4,212,189

Old Justin Road is currently a narrow 2 lane road that is designated as a Type E Rural Collector. This a capacity building project that will provide turn lanes at intersections and roadway widening.

- **Hickory Hill Road Ph 1** (US HWY 377 to E. Hickory Ridge Cr.) – Table 4.9 – Project Cost: \$ 2,025,020
Hickory Hill Road is currently a narrow 2 lane road that is designated as a Type C Major Collector. This a capacity building project that will provide turn lanes at intersections and roadway widening.
- **Hickory Hill Road Ph 1** (E. Hickory Ridge Cr. To Gibbon Road – Table 4.10 – Project Cost: \$ 1,959,759
Hickory Hill Road is currently a narrow 2 lane road that is designated as a Type E Rural Collector. This a capacity building project that will provide turn lanes at intersections and roadway widening.
- **Sam Davis Road Ph 1** (IH 35 to Gateway Blvd) – Table 4.11 – Project Cost: \$ 1,655,311
Sam Davis Road is currently a narrow 2 lane road that is designated as a Type C Major Collector. This a capacity building project that will provide turn lanes at intersections and roadway widening.
- **Harpole Road Ph 1** (US HWY 377 to Shadow Wood Dr.) – Table 4.12 – Project Cost: \$ 1,550,690
Harpole Road is currently a narrow 2 lane road that is designated as a Type D Minor Collector. This a capacity building project that will provide turn lanes at intersections and roadway widening.
- **C. Taylor Road Ph 1** (Crawford to Old Justin Road) – Table 4.13 – Project Cost: \$ 3,569,725
Road is currently a narrow 2 lane road that is designated as a Type B Minor Arterial. This a capacity building project that will provide turn lanes at intersections and roadway widening.
- **Gateway Blvd Ph 1** (Old Justin Road to Sam Davis) – Table 4.14 – Project Cost: \$ 3,724,518
New two lane roadway with sufficient lane width, widened shoulders, and turn lanes at intersections.
- **Gateway Blvd Ph 1** (Sam Davis to FM 407) – Table 4.15 – Project Cost: \$ 3,180,371
New two lane roadway with sufficient lane width, widened shoulders, and turn lanes at intersections.
- **Gateway Blvd Ph 1** (FM 407 to Avalon Blvd) – Table 4.16 – Project Cost: \$ 3,199,080
New two lane roadway with sufficient lane width, widened shoulders, and turn lanes at intersections.

- **Gibbons Road Ph 1** (Hickory Hill to FM 407) – Table 4.17 – Project Cost: \$ 3,557,106 Road is currently a narrow 2 lane road that is designated as a Type E Rural Collector. This a capacity building project that will provide turn lanes at intersections and roadway widening.

Maximum Roadway Impact Fee

According to Chapter 395 of the Texas Local Government Code the Maximum Assessable Roadway Impact Fee cost per service unit is calculated by dividing the total CIP cost associated with the capacity needs of new development by the anticipated increase in service units based upon the service area, land use assumptions, and Thoroughfare plan. A credit also is required to account for Ad Valorem Taxes. The credit is 50% of the calculated Maximum Assessable Roadway Impact Fee.

As shown in Table 4.5, the total CIP project cost is \$33,265,002. Considering a fifty percent credit, the eligible CIP project cost is \$16,632,501. Of this eligible CIP project cost, only the project cost attributable to the ten-year growth period can be used, ie improvements needed for the amount of growth. The amount of growth over the ten-year period is 3016 units. The total estimated capacity resulting with the CIP improvements is 15,299 units. The ten-year growth equals to 19.7 percent of the overall developed capacity. Of the eligible CIP project cost, 19.7 percent of the cost can be used to compute the impact fee.

The following show the calculations:

<u>Roadway Impact Fee Calculation</u>		<u>Reference</u>
Eligible Capital Improvement Cost w 50% Credit	\$16,632,501	Eligible cost w/ credit, Table 4.5
Finance Cost	<u>\$ 7,986,600</u>	4 percent per year for 10 years
Total CIP Eligible Cost	\$24,616,101	Eligible cost including financing
Program Cost Attributed to Growth	\$ 4,852,746	= Percent of Capacity x Eligible cost
Impact Fee Preparation	\$ 70,000	Two Impact Fee Study Preparations
Impact Fee Cost	\$ 4,922,746	Impact Fee Cost including Study Prep.
10-Year Growth in Service Units	3016	Growth in Service Units, Table 4.2
Estimated Capacity with CIP and System	15,299	Table 4.17
Percent of Capacity Attributed to Growth	19.7	Service unit growth divided by capacity
Maximum Roadway Impact Fee w/ 50% Credit	\$1632/SU	Impact fee cost divided by Service Units

TABLES

**TABLE 2.1
TOWN OF ARGYLE
Wastewater and Roadway Impact Fee Study
Current Impact Fees**

WASTEWATER

Service Unit	Impact Fee Per Unit	Percent Of Maximum	
SFE	\$2,914	50	
SFE = Single Family Equivalent (3/4 Inch Water Meter)			
Meter Size	Service Unit Equivalents	Impact Fee	
3/4"	1	\$2,914.00	
1"	2.7	\$7,867.80	
1 1/2"	3.3	\$9,616.20	
2"	10.7	\$31,179.80	
3"	23.3	\$67,896.20	
4"	40	\$116,560.00	

ROADWAY:

Service Unit	USE	Impact Fee	Percent Of Maximum
VMT	Residential	\$801.28	33.6
VMT	Non-Resident	\$595.50	25

VMT = Vehicle-Mile-Trip

Category	Land Use	Unit	Service Unit Factor (VM/Unit)
Residential	Single Family	DU	3.12
	Apt/Townhouse	DU	1.76
	Retirement Community	0	0.71
	Independent Sr Living	DU	0.66
	Others not specified	DU	3.12

Office			
	General Office	1000 GFA	4.60
	Corporate Headquarters	1000 GFA	4.33
	Medical-Dental	1000 GFA	13.32
	U.S. Post Office	1000 GFA	12.37
	Business Park	1000 GFA	4.12
	Research & Development	1000 GFA	3.45
	Others not specified	1000 GFA	4.60
Commercial			
	Retail/shopping center	1000 GFA	4.50
	Quality restaurant	1000 GFA	6.23
	Fast Food with drive thru	1000 GFA	17.38
	High turnover restaurant	1000 GFA	8.08
	Gas Station w/ convenience	1000 GFA	9.96
	Convenience market w/gas	1000 GFA	6.11
	Convenience market	1000 GFA	5.28
	Grocery/supermarket	1000 GFA	5.55
	Discount club	1000 GFA	3.81
	Auto sales	1000 GFA	3.36
	Video rental store	1000 GFA	4.59
	Bank	1000 GFA	15.44
	Pharmacy-Drug /w Drive	1000 GFA	1.64
	Apparel store	1000 GFA	2.22
	Movie theater	Screens	18.20
	Furniture store	1000 GFA	0.37
	Home Improvement Super Store	1000 GFA	2.16
	Hardware/paint store	1000 GFA	2.68
	Building materials/lumber store	1000 GFA	2.49
	Nusery(garden center)	1000 GFA	2.09
	Nursery (wholesale)	1000 GFA	1.75
	Hotel	Rooms	1.16
	Motel	Rooms	0.93
	All suites hote	Rooms	1.08
	Auto care center	1000 GFA	3.13

	Quick Lube shop	1000 GFA	3.11
	Auto parts sales	1000 GFA	3.58
	Tire Superstore	1000 GFA	3.86
	Wholesale tire store	1000 GFA	2.93
	Mini-warehouse/self storage	1000 GFA	0.81
	Others not specified	1000 GFA	4.50
Industrial			
	General light industrial	1000 GFA	3.03
	Manufacturing	1000 GFA	3.17
	Industrial park	1000 GFA	3.39
	Warehousing	1000 GFA	1.97
	Others not specified	1000 GFA	3.03
Institutional			
	Private school (K-12)	Students	0.33
	Junior/community college	Students	0.24
	University/college	Students	1.64
	Day care center	1000 GFA	2.33
	Hospital	1000 GFA	2.80
	Nursing home	Beds	0.54
	Assisted living center	Beds	0.54
	Place of worship	1000 GFA	0.75

VM = Vehicle Mile

DU = Dwelling Unit

GFA = Gross Floor Area

GLA = Gross Leasable Area

TABLE 2.2				
TOWN OF ARGYLE				
Wastewater and Roadway Impact Fee Study				
Impact Fee Comparison				
Wastewater Impact Fees:				
	5/8"	3/4"	1"	1-1/2"
Town of Argyle (Existing)	\$2,914.00	\$2,914.00	\$7,868.00	\$9,616.18
Town of Argyle 2010 Prop. Max	\$2,914.00	\$2,914.00	\$7,868.00	\$9,616.18
Flower Mound-Long Prairie District Residential	\$2,436.00	\$3,645.00	\$6,090.00	\$12,180.00
Flower Mound-Long Prairie District Non-Residential	\$1,218.00	\$1,827.00	\$3,045.00	\$6,090.00
Southlake	\$2,609.00	\$3,914.00	\$6,523.00	\$13,045.00
Northlake	\$964.00	\$1,446.00	\$2,410.00	\$4,821.00
Colleyville	\$643.00	\$965.00	\$1,068.00	\$3,215.00
Keller	\$918.00	\$1,560.60	\$2,478.60	\$3,029.40
Melissa	\$398.67	\$598.00	\$996.67	\$1,993.33
Prosper	\$1,129.00	\$1,129.00	\$2,822.00	\$5,644.00
Roadway Impact Fees:				
		Residential	General Office (Based on a 10,000 SQ FT building)	General Retail (Based on a 10,000 SQ FT building)
Town of Argyle (Existing)		\$2,500.00	\$27,393.00	\$26,797.50
Town of Argyle 2010 Prop. Max		\$3,715.92	\$54,786.00	\$53,595.00
Town of Flower Mound-Service Area A		\$1,424.10	\$9,599.75	\$13,218.75
Town of Flower Mound-Service Area B		\$3,714.78	\$24,949.10	\$34,419.95
City of Southlake-North Service Area		\$2,292.00	\$25,610.00	\$48,300.00
City of Southlake-South Service Area		\$1,640.00	\$18,330.00	\$34,560.00
Northlake Zone 1 (NW)		\$6,094.10	NA	\$226,033.00
Northlake Zone 2 (NE)		\$3,844.98	NA	\$142,623.00
Northlake Zone 3 (SW)		\$691.60	NA	\$25,657.60
Northlake Zone 4 (SE)		\$710.62	NA	\$26,632.50
City of Colleyville Service Area 1		\$4,941.00	\$7,790.00	\$7,790.00
City of Colleyville Service Area 2		\$4,941.00	\$21,580.00	\$2,158.00
Keller Service Area 1		\$2,999.19	\$24,922.00	\$24,922.00
Keller Service Area 2		\$2,451.00	\$18,416.30	\$18,416.30
Melissa Service Area 1		\$3,915.12	\$39,151.16	\$18,900.56
Melissa Service Area 2		\$3,775.48	\$37,754.80	\$28,571.20
Prosper Area 1		\$6,053.00	\$51,320.00	\$141,350.00
Prosper Area 2		\$4,589.00	\$38,910.00	\$107,160.00

TABLE 2.3 TOWN OF ARGYLE Wastewater and Roadway Impact Fee Study Future Landuse Designations					
Designation	Density Residential	Density Commercial	% Residential	% Commercial	% Public
PD- Commercial Planned Development	0	> 0.7 F.A.R.	0	95	5
T5 - Regional Center	5 - 6 DU/AC	>0.4 F.A.R.	35	55	10
T4 - Village Center	5 - 6 DU/AC	>0.4 F.A.R.	50	40	10
T3A - Low Density Railroad Transition	1 AC min	>0.35 F.A.R.	75	10	15
T3 - Low Density Transition	1 AC min	>0.35 F.A.R.	75	10	15
T2 - Rural Residential	5 AC/DU		95		5
T1 - Rural or Conservation Residential	10 AC/DU		90		10
C1 - Rural Corridor	10 AC/DU		90		10
C2 - Approach Corridor	< 1 DU/AC		90		10
C3 - Centers Corridor	5 - 6 DU/AC	> 0.5 F.A.R.	30	60	10

TABLE 2.4 TOWN OF ARGYLE Wastewater and Roadway Impact Fee Study Population Growth Projections		
Year	Town Population	Growth Rate %
2010	3282	
2011	3300	0.55
2012	3350	1.52
2013	3420	2.09
2014	3510	2.63
2015	3690	5.13
2016	3820	3.52
2017	3920	2.62
2018	4040	3.06
2019	4170	3.22
Average		2.43
Average Last 5 years		3.51
Proposed Growth Projection Determination		
Approximate Lots Developed - 2019		478
Population From Lots Over 5 Years (3 persons/lot)		1434
Growth Per Year First 5 Years (%/year)		6.1
Growth for Next 5 years (%/year)		3.5
Estimated 2030 Population		6656
Population Addition for 10-year Period		2486
Estimated Additional Lots for 10-year Period (3 persons/lot)		829
85% Small Lot Requiring Sewer Service		705
15% Large Lot w/ Onsite Sewer System		124

TABLE 3.1
TOWN OF ARGYLE
Wastewater Impact Fee Study
Wastewater Service Units For 2020-2030

Meter Size	2020 Service Connections	2020 Service Units	2030 Projected Service Connections	2030 Projected Service Units	Projected Growth In Service Units	% Increase
5/8" x 3/4"	725	725	1430	1430	705	97
1"	42	113	62	167	54	48
Schools		78		122	44	56
Churches		5		7	2	41
Total		921		1727	805	87

Notes:

1. 2020 School estimated service units based on Winter Maximum Average Water Demand. See Below
2. 2020 Churches estimated service units based on Winter Maximum Average Water Demand. See Below
3. Commercial (1") 2030 Service Connections estimate based on 2 Commercial/Retail businesses per year.
4. School 2030 Service Connection estimate based on 1 student per Single Family Service Unit Increase
5. Church 2030 Service Connection estimate based on 3.4 percent per year growth

Service Unit Estimate for Schools and Churches		
	Existing Winter Avg. Max. Water Per Month	Existing Service Units Base on SFE
Schools		
Argyle ISD	374600	39
Liberty Christian	370900	39
Churches	44200	5
SFE = 320 Gallons per Day (GPD)		

TABLE 3.2
TOWN OF ARGYLE
Wastewater Impact Fee Study
Wastewater CIP Project Cost Summary

Project Name	Est. Project Cost	Current Utilization (%)	2030 Utilization (%)	Cost		
				Current Development	10 Year (2020-2030)	Eligible After 2030
Crawford Road Wastewater Imp	\$4,830,304	0	12	\$0	\$579,636	\$4,250,668
Old Justin Road Wastewater Imp	\$1,635,907	0	50	\$0	\$817,954	\$817,954
Sam Davis Road Wastewater Imp	\$333,144	0	20	\$0	\$66,629	\$266,515
FM 407 Wastewater Imp	\$715,669	0	100	\$0	\$715,669	\$0
TRA Line Segment B Cost Participation	\$803,950	2	30	\$16,079	\$241,185	\$546,686
TRA Line C/D Oversize Capacity	\$1,518,303	0	10	\$0	\$151,830	\$1,366,473
Total	\$9,837,277			\$16,079	\$2,572,903	\$7,248,295

Table 3.3

CONCEPTUAL OPINION OF PROBABLE COST

Teague Nall and Perkins, Inc.
Consulting Engineers



TNP Project Number: ARG 19224

Client: Town of Argyle

Date: 2/21/2020

Project Name: Wastewater Impact Fee Study

ITEM NO.	DESCRIPTION OF ITEMS	QTY	UNIT	UNIT COST	TOTAL
Crawford Road Wastewater Improvements					
1	Surety Bonds	1	LS	\$50,400.00	\$50,400
2	Mobilization/Demobilization	1	LS	\$126,000.00	\$126,000
3	Erosion, Sedimentation, and Environmental Controls	1	LS	\$10,000.00	\$10,000
4	Barricades, Signs, and Traffic Control	1	LS	\$10,000.00	\$10,000
5	Project Signs	2	EA	\$500.00	\$1,000
6	12" PVC Sewer Main	8,550	LF	\$80.00	\$684,000
7	8" PVC Sewer Main	1,100	LF	\$70.00	\$77,000
8	4" PVC Force Main	2,150	LF	\$50.00	\$107,500
9	24" Bore and Casing under I-35W	435	LF	\$400.00	\$174,000
10	12" RJDl Carrier Pipe	435	LF	\$110.00	\$47,850
11	4' Diameter Standard Manhole	28	EA	\$6,000.00	\$168,000
12	Trench Safety	11,800	LF	\$3.00	\$35,400
13	Lift Station	1	LS	\$650,000.00	\$650,000
14	Asphalt Surface Restoration	500	SY	\$60.00	\$30,000
15	Gravel Surface Restoration	6,500	SY	\$8.00	\$52,000
16	Hydroseed Surface restoration	26,000	SY	\$2.00	\$52,000
Subtotal Crawford Road Wastewater Improvements					\$2,275,150
20% Contingency					\$455,030
Total Construction					\$2,730,180
Design Engineering (~10%)					\$273,000
Design Survey (~2%)					\$55,000
Lift Station Property Acquisition					\$125,000
Easements		40,000	SF	\$2.00	\$80,000
Grand Total					\$3,263,180
10 Year Projected Cost @ 4%					\$4,830,304
Old Justin Road Wastewater Improvements					
1	Surety Bonds	1	LS	\$16,100.00	\$16,100
2	Mobilization/Demobilization	1	LS	\$40,000.00	\$40,000
3	Erosion, Sedimentation, and Environmental Controls	1	LS	\$5,000.00	\$5,000
4	Barricades, Signs, and Traffic Control	1	LS	\$5,000.00	\$5,000
5	Project Signs	2	EA	\$500.00	\$1,000
6	8" PVC Sewer Main	6,400	LF	\$70.00	\$448,000
7	4' Diameter Standard Manhole	15	EA	\$6,000.00	\$90,000
8	Trench Safety	6,400	LF	\$3.00	\$19,200
9	Asphalt Surface Restoration	300	SY	\$60.00	\$18,000
10	Gravel Surface Restoration	7,000	SY	\$8.00	\$56,000
11	Hydroseed Surface restoration	14,000	SY	\$2.00	\$28,000
Subtotal Old Justin Road Wastewater Improvements					\$726,300
20% Contingency					\$145,260
Total Construction					\$871,560
Design Engineering (~10%)					\$87,000
Design Survey (~2%)					\$17,000
Easements		64,800	SF	\$2.00	\$129,600
Grand Total					\$1,105,160
10 Year Projected Cost @ 4%					\$1,635,907

Table 3.3

CONCEPTUAL OPINION OF PROBABLE COST

Teague Nall and Perkins, Inc.
Consulting Engineers



TNP Project Number: ARG 19224

Client: Town of Argyle

Date: 2/21/2020

Project Name: Wastewater Impact Fee Study

ITEM NO.	DESCRIPTION OF ITEMS	QTY	UNIT	UNIT COST	TOTAL
Sam Davis Road Wastewater Improvements					
1	Surety Bonds	1	LS	\$3,700.00	\$3,700
2	Mobilization/Demobilization	1	LS	\$9,300.00	\$9,300
3	Erosion, Sedimentation, and Environmental Controls	1	LS	\$2,500.00	\$2,500
4	Barricades, Signs, and Traffic Control	1	LS	\$2,500.00	\$2,500
5	Project Signs	1	EA	\$500.00	\$500
6	8" PVC Sewer Main	1,450	LF	\$70.00	\$101,500
7	4' Diameter Standard Manhole	3	EA	\$6,000.00	\$18,000
8	Trench Safety	1,450	LF	\$3.00	\$4,350
9	Asphalt Surface Restoration	100	SY	\$60.00	\$6,000
10	Gravel Surface Restoration	1,600	SY	\$8.00	\$12,800
11	Hydroseed Surface restoration	3,200	SY	\$2.00	\$6,400
Subtotal Sam Davis Road Wastewater Improvements					\$167,550
20% Contingency					\$33,510
Total Construction					\$201,060
Design Engineering (~10%)					\$20,000
Design Survey (~2%)					\$4,000
Easements		0	SF	\$2.00	\$0
Grand Total					\$225,060
10 Year Projected Cost @ 4%					\$333,144
F.M. 407 Wastewater Improvements					
1	Surety Bonds	1	LS	\$6,700.00	\$6,700
2	Mobilization/Demobilization	1	LS	\$16,600.00	\$16,600
3	Erosion, Sedimentation, and Environmental Controls	1	LS	\$8,000.00	\$8,000
4	Barricades, Signs, and Traffic Control	1	LS	\$8,000.00	\$8,000
5	Project Signs	2	EA	\$500.00	\$1,000
6	8" PVC Sewer Main	2,500	LF	\$70.00	\$175,000
7	4' Diameter Standard Manhole	5	EA	\$6,000.00	\$30,000
8	Trench Safety	2,500	LF	\$3.00	\$7,500
9	Asphalt Surface Restoration	300	SY	\$60.00	\$18,000
10	Gravel Surface Restoration	2,300	SY	\$8.00	\$18,400
11	Hydroseed Surface restoration	5,600	SY	\$2.00	\$11,200
Subtotal F.M. 407 Wastewater Improvements					\$300,400
20% Contingency					\$60,080
Total Construction					\$360,480
Design Engineering (~10%)					\$36,000
Design Survey (~2%)					\$7,000
Easements		40,000	SF	\$2.00	\$80,000
Grand Total					\$483,480
10 Year Projected Cost @ 4%					\$715,669

TABLE 3.4**TOWN OF ARGYLE****Wastewater Impact Fee Study****Wastewater System Capacity****DENTON GRAVEYARD LINE:****Agreement Capacity - 1600 SFE****Additional Capacity Available - 560 SFE****SFE = 320 GPD**

	No. Days	Metered Flow (MG)	Graveyard Line No. Customers	Average GPD	SFE	1600 SFE Available Capacity	% Capacity Remaining
FY19							
08/31/2019-09/30/2019	30	4.244	775	141467	442	1158	72
07/31/2019-08/31/2019	30	4.79	760	159667	499	1101	69
06/29/2019-7/31/2019	33	3.781	748	114576	358	1242	78
05/31/2019-06/28/2019	28	3.982	739	142214	444	1156	72
04/30/2019-05/31/2019	31	8.5240	748	274968	859	741	46
03/29/2019-04/30/2019	32	4.4420	748	138813	434	1166	73
02/28/2019-03/29/2019	29	5.5110	747	190034	594	1006	63
01/30/2019 to 02/28/2019	28	6.2556	746	223414	698	902	56
12/31/2018 to 01/31/2019	31	5.7470	747	185387	579	1021	64
11/30/2018 to 12/31/2018	31	5.1770	737	167000	522	1078	67
10/30/2018 to 11/30/2018	30	5.7000		190000	594	1006	63
09/28/2018 to 10/31/2018	33	7.1850	727	217727	680	920	57
Total		65.3386		179010	559	1041	65
FY18							
08/31/2018 to 09/30/2018	28	5.2950	722	189107	591	1009	63
07/31/2018 to 08/31/2018	31	4.4510	726	143581	449	1151	72
06/29/2018 to 07/31/2018	32	3.6060	714	112688	352	1248	78
05/31/2018 to 06/29/2018	29	3.5510	711	122448	383	1217	76
04/30/2018 to 05/31/2018	31	4.9490	713	159645	499	1101	69
03/30/2018 to 04/30/2018	31	4.0920	704	132000	413	1188	74
02/28/2018 to 03/30/2018	30	4.8230	707	160767	502	1098	69
01/31/2018 to 02/28/2018	28	5.0840	703	181571	567	1033	65
12/29/2017 to 01/31/2018	33	4.4810	700	135788	424	1176	73
11/30/2017 to 12/29/2017	29	3.9600	692	136552	427	1173	73
10/30/2017 to 11/30/2017	30	3.9190	690	130633	408	1192	74
09/29/2017 to 10/31/2017	32	4.3050	681	134531	420	1180	74
Total		52.5160		143879	450	1150	72

FY17							
08/31/2017 to 09/29/2017	29	3.7860	680	130552	408	1192	75
07/31/2017 to 08/31/2017	31	4.9880	677	160903	503	1097	69
06/30/2017 to 07/31/2017	31	3.7290	676	120290	376	1224	77
05/31/2017 to 06/30/2017	30	4.8780	667	162600	508	1092	68
04/28/2017 to 05/31/2017	33	4.5090	655	136636	427	1173	73
03/31/2017 to 04/28/2017	28	4.7940	650	171214	535	1065	67
02/28/2017 to 03/31/2017	31	4.1970	651	135387	423	1177	74
01/31/2017 to 02/28/2017	28	4.3580	637	155643	486	1114	70
12/30/2016 to 01/31/2017	32	4.3580	637	136188	426	1174	73
11/30/2016 to 12/30/2016	30	4.5100	635	150333	470	1130	71
10/31/2016 to 11/30/2016	30	5.0160	634	167200	523	1078	67
09/30/2016 to 10/31/2016	31	4.2480	634	137032	428	1172	73
Total		53.3710		146222	457	1143	71

TRA LINE:**Agreement Capacity****Development Line Segment S-1 - 0.623 MGD, 973 LUE, 1946 SFE****TRA Line Segment B - 0.623 MGD, 973 LUE, 1946 SFE****TRA Line Segment C - 1.373 MGD, 1731 LUE, 3462 SFE****TRA Line Segment D - 1.373 MGD, 1731 LUE, 3462 SFE**

FY19							
February 2109	28	0.4000	2	14286	45	1901	98
January 2019	31	0.2387	2	7700	24	1922	99
December 2018	31	0.3657	2	11797	37	1909	98

TABLE 4.1

TOWN OF ARGYLE

Wastewater and Roadway Impact Fee Study

Land Use Vehicle-Mile Equivalency

Category	Land Use	Unit	Service Unit Factor (VM/Unit)
Residential			
	Single Family	DU	3.12
	Apt/Townhouse	DU	1.76
	Retirement Community	DU	0.71
	Independent Sr Living	DU	0.66
	Others not specified	DU	3.12
Office			
	General Office	1000 GFA	4.60
	Corporate Headquarters	1000 GFA	4.33
	Medical-Dental	1000 GFA	13.32
	U.S. Post Office	1000 GFA	12.37
	Business Park	1000 GFA	4.12
	Research & Development	1000 GFA	3.45
	Others not specified	1000 GFA	4.60
Commercial			
	Retail/shopping center	1000 GFA	4.50
	Quality restaurant	1000 GFA	6.23
	Fast Food with drive thru	1000 GFA	17.38
	High turnover restaurant	1000 GFA	8.08
	Gas Station w/ convenience	1000 GFA	9.96
	Convenience market w/gas	1000 GFA	6.11
	Convenience market	1000 GFA	5.28
	Grocery/supermarket	1000 GFA	5.55
	Discount club	1000 GFA	3.81
	Auto sales	1000 GFA	3.36
	Video rental store	1000 GFA	4.59
	Bank	1000 GFA	15.44
	Pharmacy-Drug /w Drive	1000 GFA	1.64
	Apparel store	1000 GFA	2.22
	Movie theater	Screens	18.20
	Furniture store	1000 GFA	0.37
	Home Improvement Super Store	1000 GFA	2.16
	Hardware/paint store	1000 GFA	2.68
	Building materials/lumber store	1000 GFA	2.49
	Nusery(garden center)	1000 GFA	2.09
	Nursery (wholesale)	1000 GFA	1.75
	Hotel	Rooms	1.16

	Motel	Rooms	0.93
	All suites hotel	Rooms	1.08
	Auto care center	1000 GFA	3.13
	Quick Lube shop	1000 GFA	3.11
	Auto parts sales	1000 GFA	3.58
	Tire Superstore	1000 GFA	3.86
	Wholesale tire store	1000 GFA	2.93
	Mini-warehouse/self storage	1000 GFA	0.81
	Others not specified	1000 GFA	4.50
Industrial			
	General light industrial	1000 GFA	3.03
	Manufacturing	1000 GFA	3.17
	Industrial park	1000 GFA	3.39
	Warehousing	1000 GFA	1.97
	Others not specified	1000 GFA	3.03
Institutional			
	Private school (K-12)	Students	0.33
	Junior/community college	Students	0.24
	University/college	Students	1.64
	Day care center	1000 GFA	2.33
	Hospital	1000 GFA	2.80
	Nursing home	Beds	0.54
	Assisted living center	Beds	0.54
	Place of worship	1000 GFA	0.75

VM = Vehicle Mile

DU = Dwelling Unit

GFA = Gross Floor Area

GLA = Gross Leasable Area

TABLE 4.2
TOWN OF ARGYLE
Roadway Impact Fee Study
Peak Hour Trip Generation

Land Use	Existing Condition				Future Addition			
	Units	Quantity	Table 4.1 Factor	Vehicle-Mile Trip Generation	Quantity	% Increase	Factor	Vehicle-Mile Trip Generation
Single Family								
Large Lot	DU	734	3.12	2290	124	17	3.12	387
Small Lot	DU	725	3.12	2262	705	97	3.12	2200
Commercial/Retail	Per/1000 SQ FT	191.8	4.5	863	42	22	4.5	190
Post Office	Per/1000 SQ FT	6.1	12.37	75				0
City Hall	Per/1000 SQ FT	12.1	4.6	56				0
Churches	Per/1000 SQ FT	69.9	0.75	52	10	15	0.75	8
Schools Argyle ISD	Persons	3034	0.24	728	524	17	0.25	131
Schools Liberty Christian	Persons	1550	0.33	512	305	20	0.33	101
TOTAL				6838				3016
Total 2030 Vehicle-Mile Trips								9854
Total Trip Increase (%)								44
Percent CIP Utilization								44
Average Increase Per Year (%)								3.72

Notes:

1. Vehicle-Mile Trip Generation = Quantity * Table 4.1 Factor
2. Future Addition Single Family quantity from population increase distribution
3. Future Addition Commercial/Retail quantity = 22 percent growth in square footage
4. Future Addition Church quantity = 15 percent growth in Church square footage
5. Future Addition School quantity = 1 person for each new single family dwelling

TABLE 4.3
TOWN OF ARGYLE
Roadway Impact Fee Study
LOS D Roadway Capacity

Roadway Facility	Roadway Designation	Vehicle per Hour per Lane -Mile
Divided Arterial	DA	625
Undivided Arterial	UA	600
One-Way Roadway	OW	625
Divided Arterial (No Continuous Turn Lane)	SA	625
Divided Collector	DC	500
Undivided Collector	UC	450

Hourly Capacities taken from 2010 Roadway Impact Fee Study by Freese & Nicho

TABLE 4.4
TOWN OF ARGYLE
Roadway Impact Fee Study
Existing Roadway Capacity

Peak Hour Factor 0.11

Street	Location	Length Miles	2008 Count	2009 Count	2010 Count	2011 Count	2012 Count	2013 Count	2014 Count	2015 Count	2016 Count	2017 Count	2018 Count	5 Year Average	Maximum Last 5 Year	5 Year Average Peak Hour	Maximum Last 5 Year Peak Hour	LOS D PKHR /LANE	VMT Supply	VMT Demand	VMT Capacity
Crawford Rd	E. of L.S. #1	0.12	4235	5044	4269	4450	4558	4810	5410	5937	6864	7026	7705	6588	7705	725	848	450	108	102	6
Crawford Rd	E. of C. Taylor Rd.	1.31	1947	2488	2207	2676	3124	3375	1883	3411	4181	9058	9690	5645	9690	621	1066	450	1179	1396	-217
C Taylor	S. of Crawford	0.95	570	532	505	571	578	790	737	583	619	646	1451	807	1451	89	160	450	855	152	703
Country Club Rd	E. of 377	0.86	5057	5101	4789	3819	6193	4730	3949	4700	2942	4953	5712	4451	5712	490	628	450	774	540	234
Denton(Hickory Hill)	W. of Mesquite	1.5	1317	1360	1290	1912	1410	1239	1647	1415	1144	1246	1334	1357	1647	149	181	450	1350	272	1078
Frenchtown	E. of Stonecrest/W. of Charyl	0.11	1192	820	1182	1296	1523	1673	969	1556	1038	1555	2700	1564	2700	172	297	450	99	33	66
Frenchtown	E. of 377	1.96	981	2580	2894	1738	1755	1675	1150	1895	2059	2011	1740	1771	2059	195	226	450	1764	444	1320
Harpole	W. of Hwy 377	0.25	366	388	431	597	578	598	363	429	385	408	419	401	429	44	47	450	225	12	213
Harpole	E. of 377	0.44	655	663	1060	1112	1199	921	920	1212	1096	968	923	1024	1212	113	133	450	396	59	337
Harpole	E. of Shadowwood	0.4	620	618	606	492	595	463	258	402	540	511	443	431	540	47	59	450	360	24	336
Harpole	W. of S. Gibbons	1.14	565	255	521	504	372	516	516	545	689	1510	424	737	1510	81	166	450	1026	189	837
Harpole	E. of S. Gibbons	0.8	430	354	631	539	394	385	426	508	571	790	464	552	790	61	87	450	720	70	650
N Gibbons	N. of Harpole	0.87	377	539	1182	776	603	732	350	497	954	584	1022	681	1022	75	112	450	783	98	685
S Gibbons Road	N. of 407	0.45	368	422	1022	657	682	652	595	568	775	1225	1245	882	1245	97	137	450	405	62	343
S Gibbons Road	N of Frenchtown	0.47													1245		137	450	423	64	359
Old Justin	E. of C. Taylor	1.52	457	306	424	414	408	416	550	525	519	594	748	587	748	65	82	450	1368	125	1243
Old Justin Rd.	E. of W. Front	0.29	-	-	-	-	-	1966	2155	2360	2500	2478	3173	2533	3173	279	349	450	261	101	160
Sam Davis	E of I-35	0.41	73	68	50	56	78	74	72	78	72	113	148	97	148	11	16	450	369	7	362
Sam Davis	W. of Stonecrest	1.1	180	228	238	261	243	200	171	364	386	206	451	316	451	35	50	450	990	55	935
Stonecrest	S. Harb/ N. Sam Davis	0.19	295	245	272	350	406	395	229	391	436	677	530	453	677	50	74	450	171	14	157
Stonecrest	N. of 407	0.54	346	301	289	327	400	340	266	386	363	401	977	479	977	53	107	450	486	58	428
Stonecrest	S. of 407	0.38	814	801	1250	1024	1049	1103	568	1754	1774	2413	2511	1804	2511	198	276	450	342	105	237
Stonecrest	S. of Frenchtown	0.09	1378	833	1414	1540	1445	2043	1447	2591	1420	2288	2697	2089	2697	230	297	450	81	27	54
Stonecrest	S. of Forest Trail	0.81	934	493	1025	1274	1034	988	994	1653	1051	1450	1313	1292	1653	142	182	450	729	147	582
Total		16.96																	15264	4154	11110

TABLE 4.5 TOWN OF ARGYLE Roadway Impact Fee Study Roadway CIP Project Cost Summary		
Project Name	Phase 1 Estimated Project Cost	Phase 1 Maximum Eligible Cost
Crawford Road Ph 1 Imp	\$3,463,600	\$1,731,800
Old Justin Road Ph 1 (IH 35 to Gateway) Imp	\$1,167,633	\$583,817
Old Justin Road Ph 1 (Gateway to 377) Imp	\$4,212,189	\$2,106,095
Hickory Hill Road Ph 1 (377 to E Hickory Ridge Cr)	\$2,025,020	\$1,012,510
Hickory Hill Road Ph 1 (Hickory Ridge Cr to Gibbons)	\$1,959,759	\$979,880
Sam Davis Road Ph 1 (IH 35 to Gateway) Imp	\$1,655,311	\$827,656
Harpole Road Ph 1 Imp	\$1,550,690	\$775,345
C. Taylor Road Ph 1 Imp	\$3,569,725	\$1,784,863
Gateway Blvd Ph 1 (Old Justin Rd to Sam Davis)	\$3,724,518	\$1,862,259
Gateway Blvd Ph 1 (Sam Davis to FM 407)	\$3,180,371	\$1,590,186
Gateway Blvd Ph 1 (FM 407 to Avalon Blvd)	\$3,199,080	\$1,599,540
Gibbons Road Ph 1 (Hickory Hill Rd to FM 407) Imp	\$3,557,106	\$1,778,553
Total	\$33,265,002	\$16,632,501

Roadway Impact Fees Summary Table

Teague Nall and Perkins, Inc.
Consulting Engineers



TNP Project Number: ARG 19224

Client: Town of Argyle

Date: 2020.02.21

Project Name: Impact Fee Study

Crawford Road	
Classification: Type B Minor Arterial	
Project Length	7,400 ft
Estimated Total Construction Cost	\$2,818,600
ROW Acquisition	\$361,000
Engineering (~7% of Construction Cost)	\$210,000
Design Survey (~2% of Construction Cost)	\$54,000
Geotechnical Engineering (~0.7% of Construction Cost)	\$20,000
Total Capital Cost	\$3,463,600
Capital Cost per Linear Foot	\$468.05
Future Capital Cost (10 years @ 4%)	\$5,126,974
Gateway Boulevard from Old Justin to Sam Davis - Phase I	
Classification: Type B Minor Arterial	
Project Length	3,950 ft
Estimated Total Construction Cost	\$1,288,440
ROW Acquisition	\$1,066,500
Engineering (10% of Construction Cost)	\$129,000
Design Survey (2% of Construction Cost)	\$25,769
Geotechnical Engineering (0.5% of Construction Cost)	\$6,442
Total Capital Cost	\$2,516,151
Capital Cost per Linear Foot	\$637.00
Future Capital Cost (10 years @ 4%)	\$3,724,518
Gateway Boulevard from Sam Davis to F.M. 407 - Phase I	
Classification: Type B Minor Arterial	
Project Length	3,000 ft
Estimated Total Construction Cost	\$1,189,800
ROW Acquisition	\$810,000
Engineering (10% of Construction Cost)	\$119,000
Design Survey (2% of Construction Cost)	\$23,796
Geotechnical Engineering (0.5% of Construction Cost)	\$5,949
Total Capital Cost	\$2,148,545
Capital Cost per Linear Foot	\$716.18
Future Capital Cost (10 years @ 4%)	\$3,180,371

Roadway Impact Fees Summary Table

Teague Nall and Perkins, Inc.
Consulting Engineers



TNP Project Number: ARG 19224

Client: Town of Argyle

Date: 2020.02.21

Project Name: Impact Fee Study

Gateway Boulevard from F.M. 407 to Avalon Blvd - Phase I	
Barricades, Signs, and Traffic Control	
Project Length	2,800 ft
Estimated Total Construction Cost	\$1,248,960
ROW Acquisition	\$756,000
Engineering (10% of Construction Cost)	\$125,000
Design Survey (2% of Construction Cost)	\$24,979
Geotechnical Engineering (0.5% of Construction Cost)	\$6,245
Total Capital Cost	\$2,161,184
Capital Cost per Linear Foot	\$771.85
Future Capital Cost (10 years @ 4%)	\$3,199,080
C. Taylor Road - Phase I	
Classification: Type B Minor Arterial	
Project Length	5,000 ft
Estimated Total Construction Cost	\$1,810,320
ROW Acquisition	\$375,000
Engineering (10% of Construction Cost)	\$181,000
Design Survey (2% of Construction Cost)	\$36,206
Geotechnical Engineering (0.5% of Construction Cost)	\$9,052
Total Capital Cost	\$2,411,578
Capital Cost per Linear Foot	\$482.32
Future Capital Cost (10 years @ 4%)	\$3,569,725
Old Justin Rd west of Gateway Blvd - Phase I	
Classification: Type B Minor Arterial	
Project Length	1,550 ft
Estimated Total Construction Cost	\$639,084
ROW Acquisition	\$69,750
Engineering (10% of Construction Cost)	\$64,000
Design Survey (2% of Construction Cost)	\$12,782
Geotechnical Engineering (0.5% of Construction Cost)	\$3,195
Total Capital Cost	\$788,811
Capital Cost per Linear Foot	\$508.91
Future Capital Cost (10 years @ 4%)	\$1,167,633

Roadway Impact Fees Summary Table

Teague Nall and Perkins, Inc.
Consulting Engineers



TNP Project Number: ARG 19224

Client: Town of Argyle

Date: 2020.02.21

Project Name: Impact Fee Study

Hickory Hill Road from US 377 to Hickory Ridge - Phase I	
Classification: Type C Major Collector	
Project Length	3,550 ft
Estimated Total Construction Cost	\$1,175,640
ROW Acquisition	\$45,000
Engineering (10% of Construction Cost)	\$118,000
Design Survey (2% of Construction Cost)	\$23,513
Geotechnical Engineering (0.5% of Construction Cost)	\$5,878
Total Capital Cost	\$1,368,031
Capital Cost per Linear Foot	\$385.36
Future Capital Cost (10 years @ 4%)	\$2,025,020
Sam Davis West from I-35W to Gateway Blvd - Phase I	
Classification: Type C Major Collector	
Project Length	2,200 ft
Estimated Total Construction Cost	\$905,628
ROW Acquisition	\$99,000
Engineering (10% of Construction Cost)	\$91,000
Design Survey (2% of Construction Cost)	\$18,113
Geotechnical Engineering (0.5% of Construction Cost)	\$4,528
Total Capital Cost	\$1,118,269
Capital Cost per Linear Foot	\$508.30
Future Capital Cost (10 years @ 4%)	\$1,655,311
New Road near Corral City	
Classification: Type D Minor Collector	
Project Length	1,900 ft
Estimated Total Construction Cost	\$523,512
ROW Acquisition	\$399,000
Engineering (10% of Construction Cost)	\$52,000
Design Survey (2% of Construction Cost)	\$10,470
Geotechnical Engineering (0.5% of Construction Cost)	\$2,618
Total Capital Cost	\$987,600
Capital Cost per Linear Foot	\$519.79
Future Capital Cost (10 years @ 4%)	\$1,461,889

Roadway Impact Fees Summary Table

Teague Nall and Perkins, Inc.
Consulting Engineers



TNP Project Number: ARG 19224

Client: Town of Argyle

Date: 2020.02.21

Project Name: Impact Fee Study

Harpole Road from U.S.377 to Shadow Wood Drive - Phase I	
Classification: Type D Minor Collector	
Project Length	2,300 ft
Estimated Total Construction Cost	\$931,308
ROW Acquisition	\$0
Engineering (10% of Construction Cost)	\$93,000
Design Survey (2% of Construction Cost)	\$18,626
Geotechnical Engineering (0.5% of Construction Cost)	\$4,657
Total Capital Cost	\$1,047,591
Capital Cost per Linear Foot	\$455.47
Future Capital Cost (10 years @ 4%)	\$1,550,690
Old Justin Rd east of Gateway Blvd to US 377 - Phase I	
Classification: Type E Rural Collector	
Project Length	7,950 ft
Estimated Total Construction Cost	\$2,423,760
ROW Acquisition	\$119,250
Engineering (10% of Construction Cost)	\$242,000
Design Survey (2% of Construction Cost)	\$48,475
Geotechnical Engineering (0.5% of Construction Cost)	\$12,119
Total Capital Cost	\$2,845,604
Capital Cost per Linear Foot	\$357.94
Future Capital Cost (10 years @ 4%)	\$4,212,189
Hickory Hill Road east of Hickory Ridge to Gibbons Road - Phase I	
Classification: Type E Rural Collector	
Project Length	4,350 ft
Estimated Total Construction Cost	\$1,060,920
ROW Acquisition	\$130,500
Engineering (10% of Construction Cost)	\$106,000
Design Survey (2% of Construction Cost)	\$21,218
Geotechnical Engineering (0.5% of Construction Cost)	\$5,305
Total Capital Cost	\$1,323,943
Capital Cost per Linear Foot	\$304.35
Future Capital Cost (10 years @ 4%)	\$1,959,759

Roadway Impact Fees Summary Table

Teague Nall and Perkins, Inc.
Consulting Engineers



TNP Project Number: ARG 19224

Client: Town of Argyle

Date: 2020.02.21

Project Name: Impact Fee Study

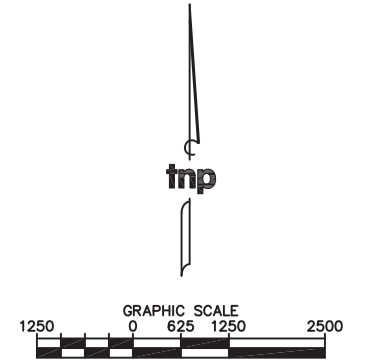
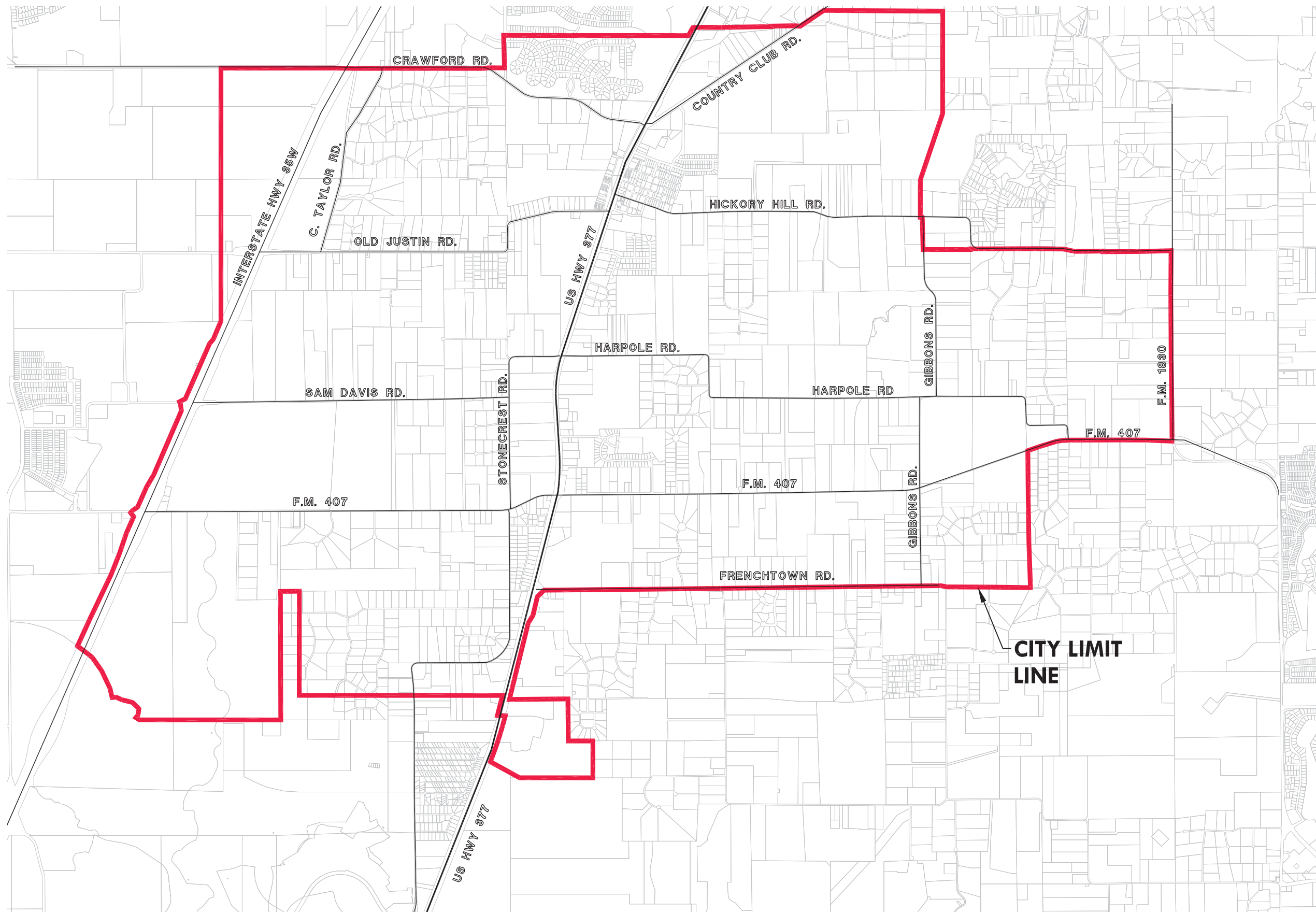
Gibbons Road from Hickory Hill Road to F.M. 407 - Phase I	
Classification: Type E Rural Collector	
Project Length	7,000 ft
Estimated Total Construction Cost	\$1,855,662
ROW Acquisition	\$315,000
Engineering (10% of Construction Cost)	\$186,000
Design Survey (2% of Construction Cost)	\$37,113
Geotechnical Engineering (0.5% of Construction Cost)	\$9,278
Total Capital Cost	\$2,403,054
Capital Cost per Linear Foot	\$343.29
Future Capital Cost (10 years @ 4%)	\$3,557,106

TABLE 4.18
TOWN OF ARGYLE
Roadway Impact Fee Study
Proposed Phase 1 Roadway Capacity

Peak Hour Factor 0.11

Street	Location	Length Miles	Estimated PKHR /LANE	VMT Supply	Existing VMT Demand	VMT Capacity
Crawford Rd	IH 35 to 377	1.4	550	1540	1396	144
C Taylor	S. of Crawford	0.95	525	997.5	152	846
Country Club Rd	E. of 377	0.86	450	774	540	234
Denton(Hickory Hill)	W. of Mesquite	1.5	525	1575	272	1303
Frenchtown	E. of Stonecrest/W. of Charyl	0.11	450	99	33	66
Frenchtown	E. of 377	1.96	450	1764	444	1320
Harpole	W. of Hwy 377	0.25	450	225	12	213
Harpole	E. of 377	0.44	450	396	59	337
Harpole	E. of Shadowwood	0.4	525	420	24	396
Harpole	W. of S. Gibbons	1.14	450	1026	189	837
Harpole	E. of S. Gibbons	0.8	450	720	70	650
N Gibbons	N. of Harpole	0.87	525	913.5	98	816
S Gibbons Road	N. of 407	0.45	525	472.5	62	411
S Gibbons Road	N of Frenchtown	0.47	450	423	64	359
Old Justin	E. of C. Taylor	1.52	525	1596	125	1471
Old Justin Rd.	E. of W. Front	0.29	525	304.5	101	204
Sam Davis	W of Gateway	0.41	450	369	7	362
Sam Davis	W. of Stonecrest	1.1	450	990	55	935
Stonecrest	S. Harb/ N. Sam Davis	0.19	450	171	14	157
Stonecrest	N. of 407	0.54	450	486	58	428
Stonecrest	S. of 407	0.38	450	342	105	237
Stonecrest	S. of Frenchtown	0.09	450	81	27	54
Stonecrest	S. of Forest Trail	0.81	450	729	147	582
New Road	Near Corral City	0.36	450	324	0	324
Gateway	S of Old Justin Road	2.49	525	2614.5	0	2615
Total		19.78		19352.5	4054	15299

FIGURES

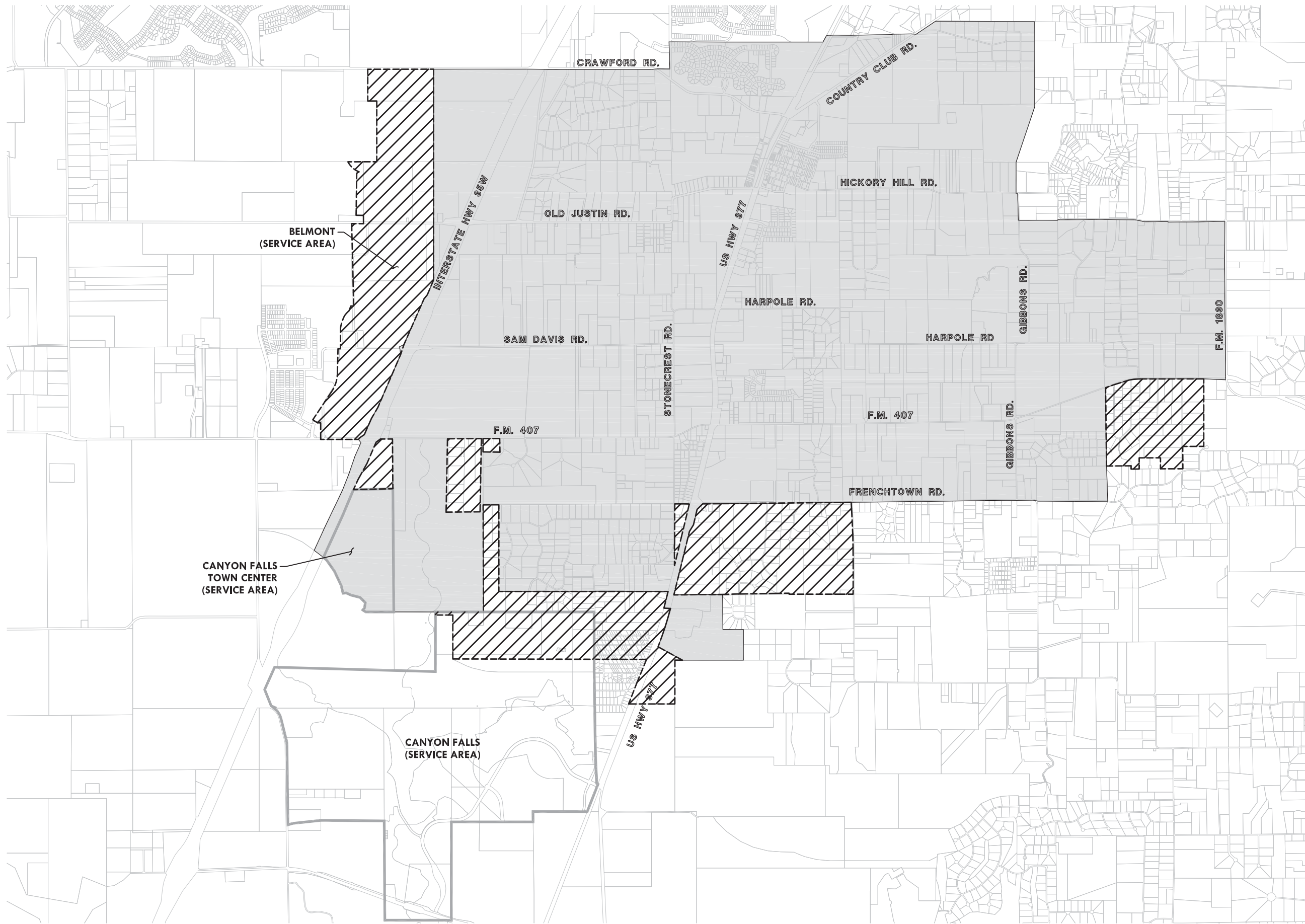
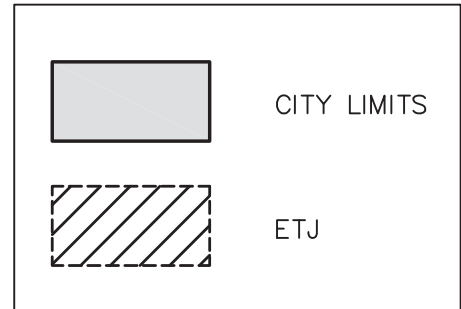
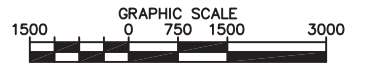



Drawing: Q:\PROJECTS\ARG\2024\con\exhibits\Figure 2.1 Roadway Map.dwg at Nov 19, 2019--6:17am by mharris
Layout: Layout1 Xrefs: 22x34 Exhibit Border.dwg



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FIGURE 2.1
Town of Argyle
Roadway System Impact Fees
Roadway Service Area Plan

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FIGURE 2.2
Town of Argyle
Wastewater System Impact Fees
Wastewater Service Area Plan

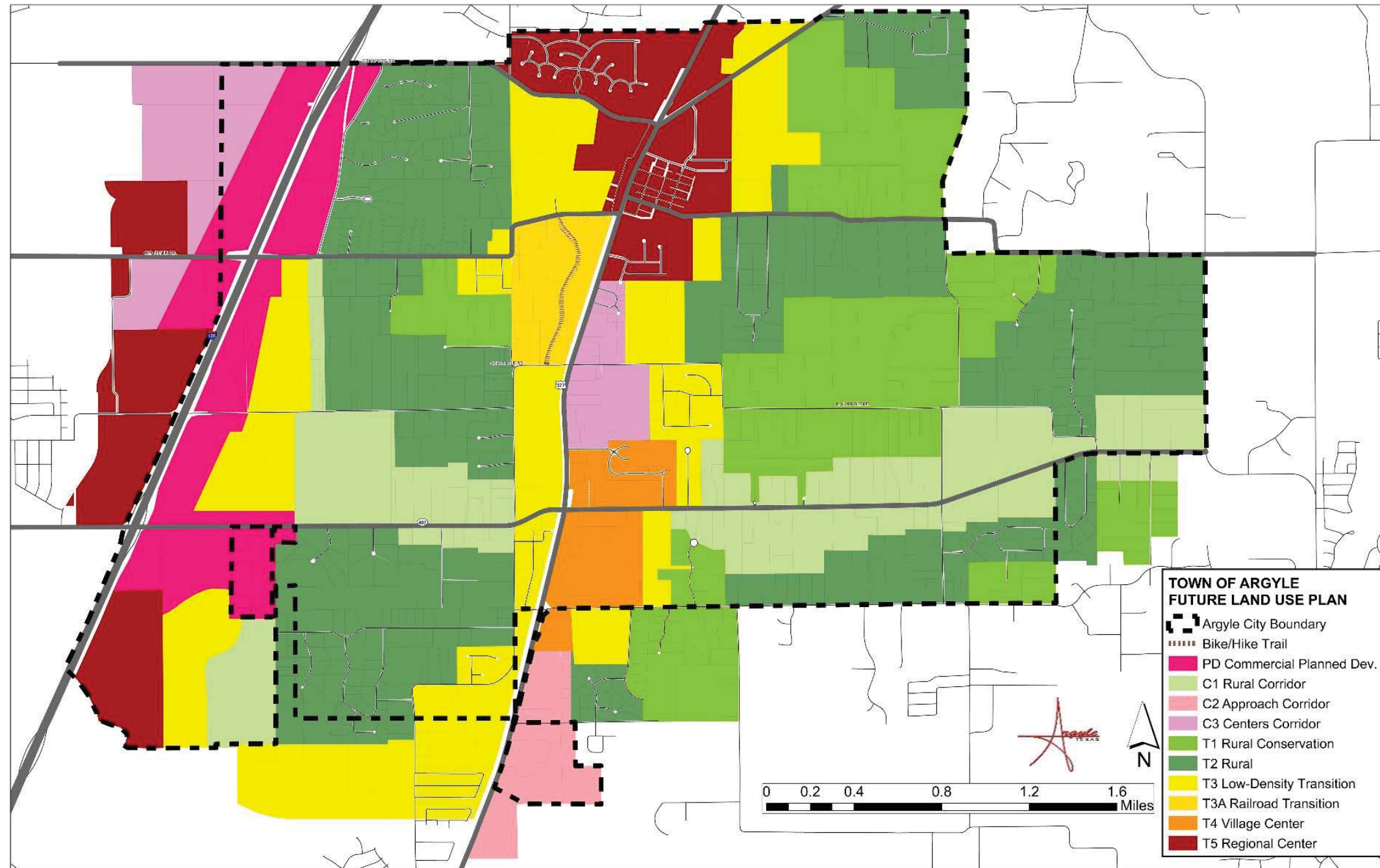
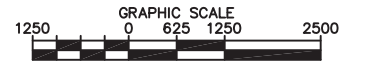


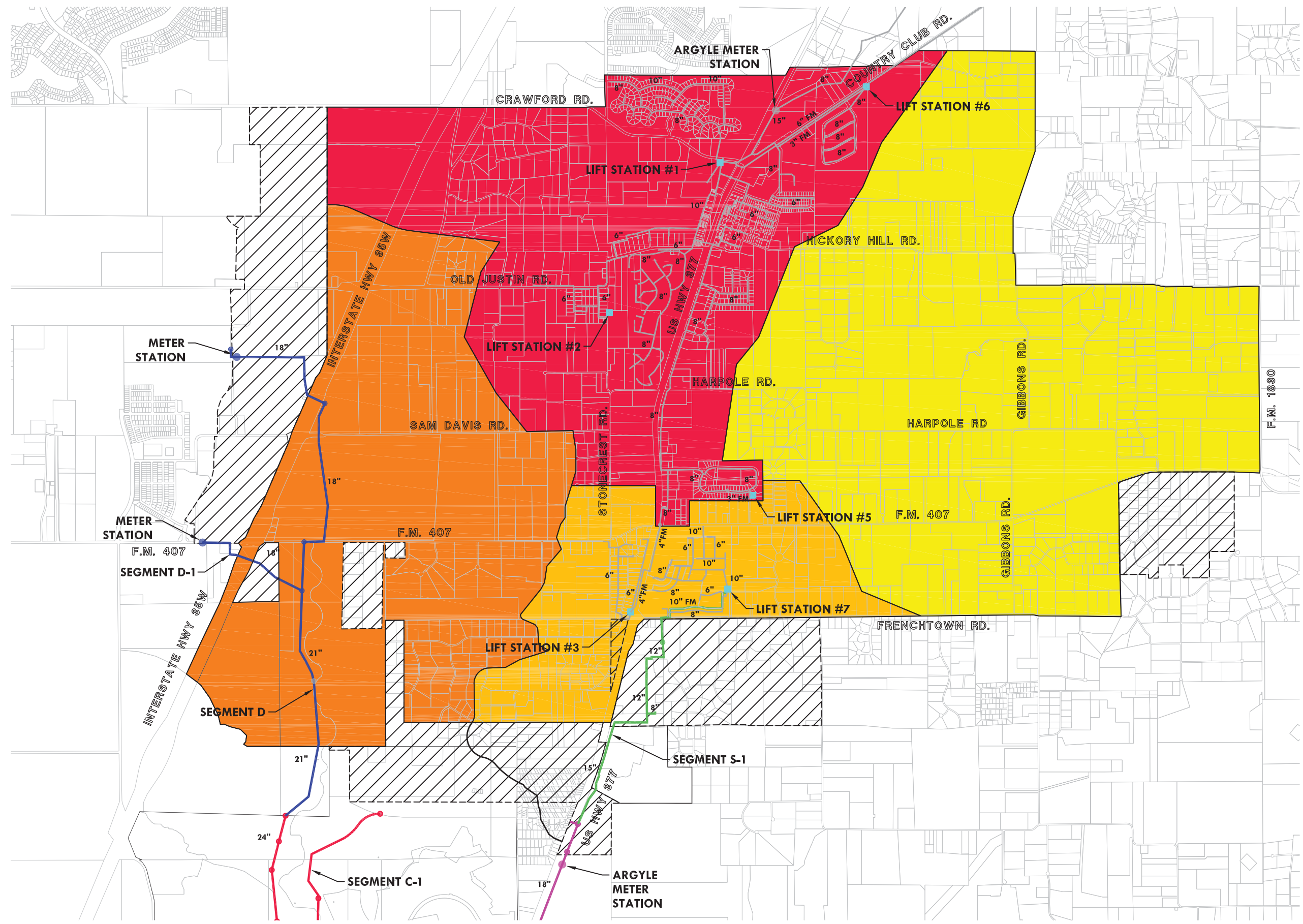
Figure 1 Town of Argyle Future Land Use Plan

FIGURE 2.3
Town of Argyle
Wastewater and Roadway
Impact Fees
Future Land Use Plan




LEGEND

	DENTON BASIN
	TRA BASIN WEST
	TRA BASIN EAST
	FUTURE BASIN



Drawing: Q:\PROJECTS\ARG\19224\con\exhibits\Figure 3.1 & 3.2 Overall Existing Wastewater System Map.dwg, at Nov 26, 2019 - 6:55am by eridgway
Layout: CITY LIMITS - Xrefs: 22-34 Exhibit Border.dwg



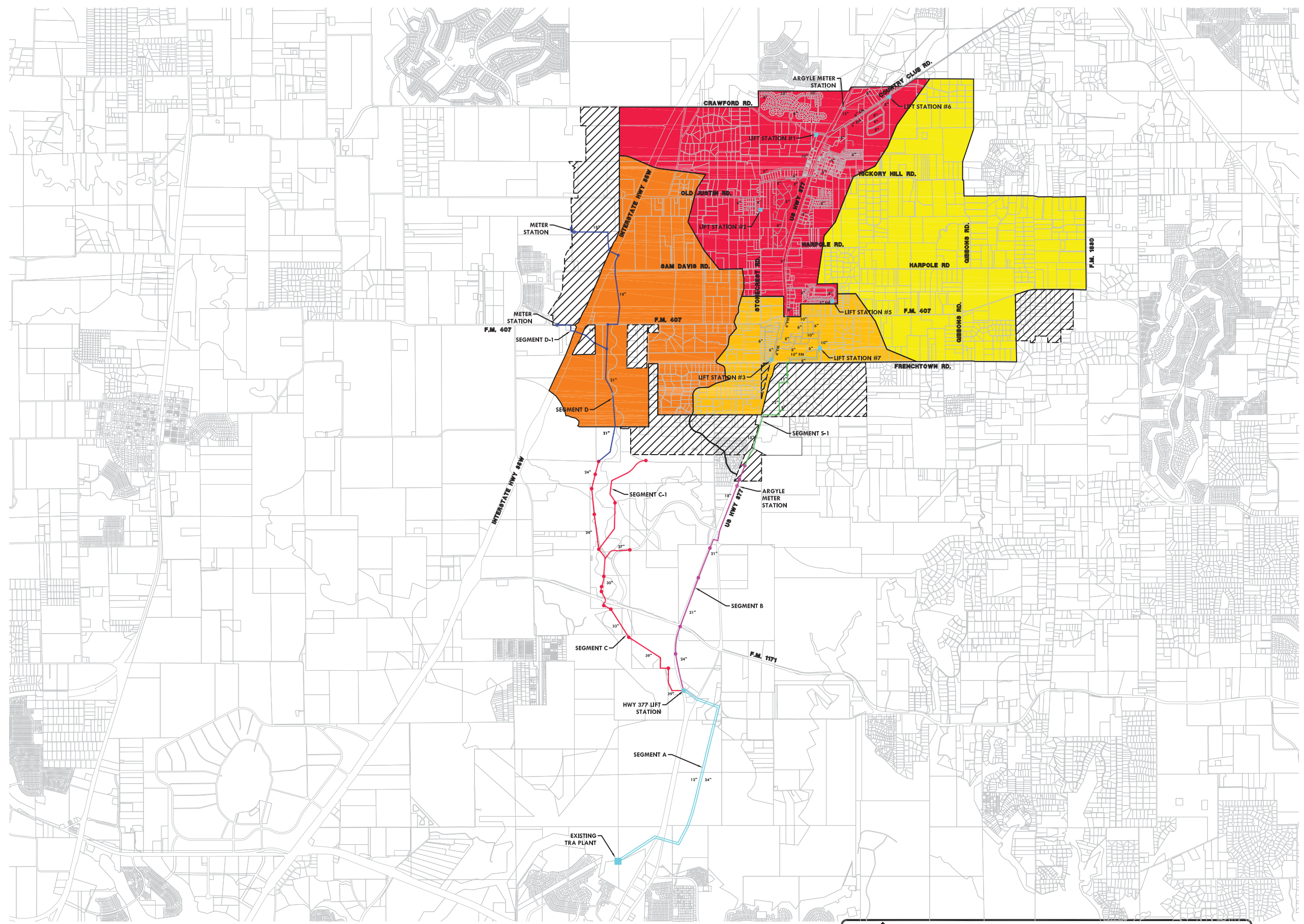
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FIGURE 3.1
Town of Argyle
Wastewater System Impact Fees
Existing Wastewater
System Map



LEGEND

	DENTON BASIN
	TRA BASIN WEST
	TRA BASIN EAST
	FUTURE BASIN

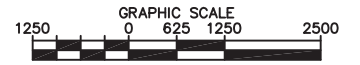


Drawing: Q:\PROJECTS\ARG\2024\con\exhibits\Figure 3.1 & 3.2 Overall Existing Wastewater System Map.dwg, dt Nov 26, 2019 - 6:56am by eridgway
Layout: OVERALL Xrefs: 22524 Exhibit Border.dwg



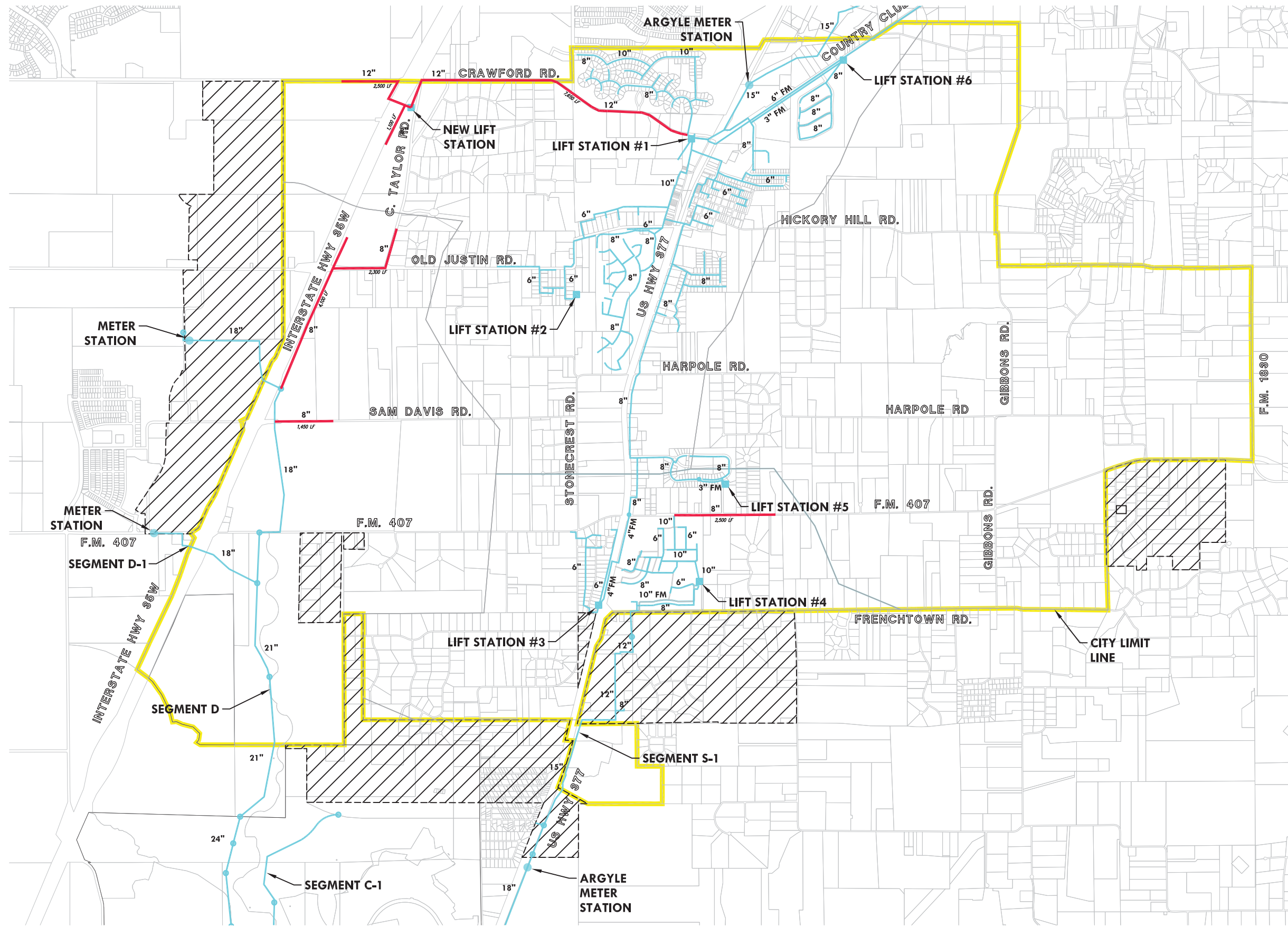
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FIGURE 3.2
Town of Argyle
Wastewater System Impact Fees
Overall Existing Wastewater
System Map




LEGEND

	ETJ
	EXISTING SANITARY SEWER
	PROPOSED SANITARY SEWER

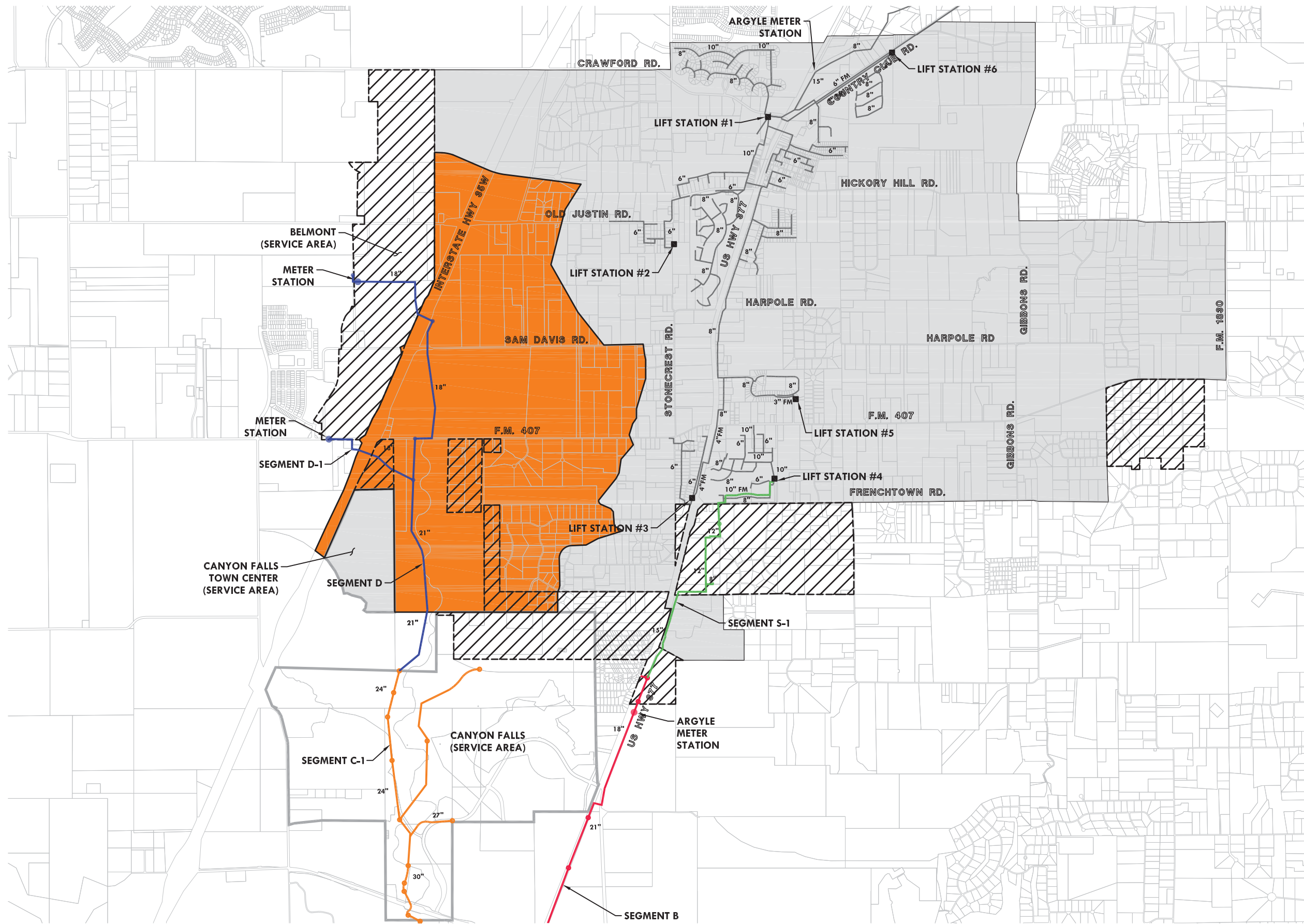
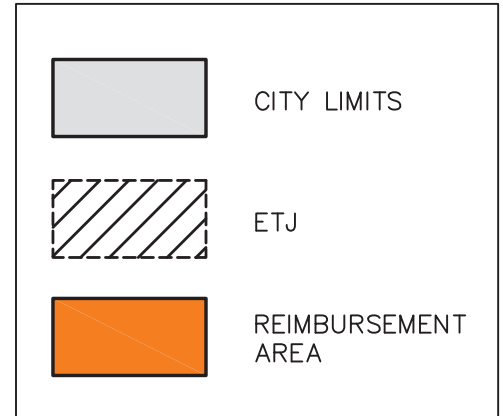
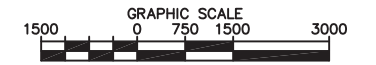


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Layout: Figure 3.3 - Xrefs: 22x34 Exhibit Border.dwg



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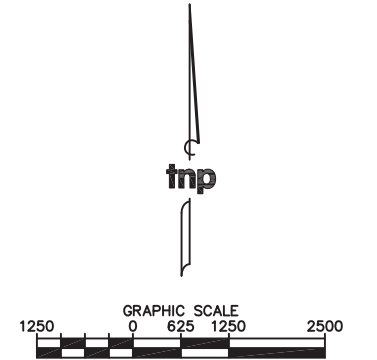
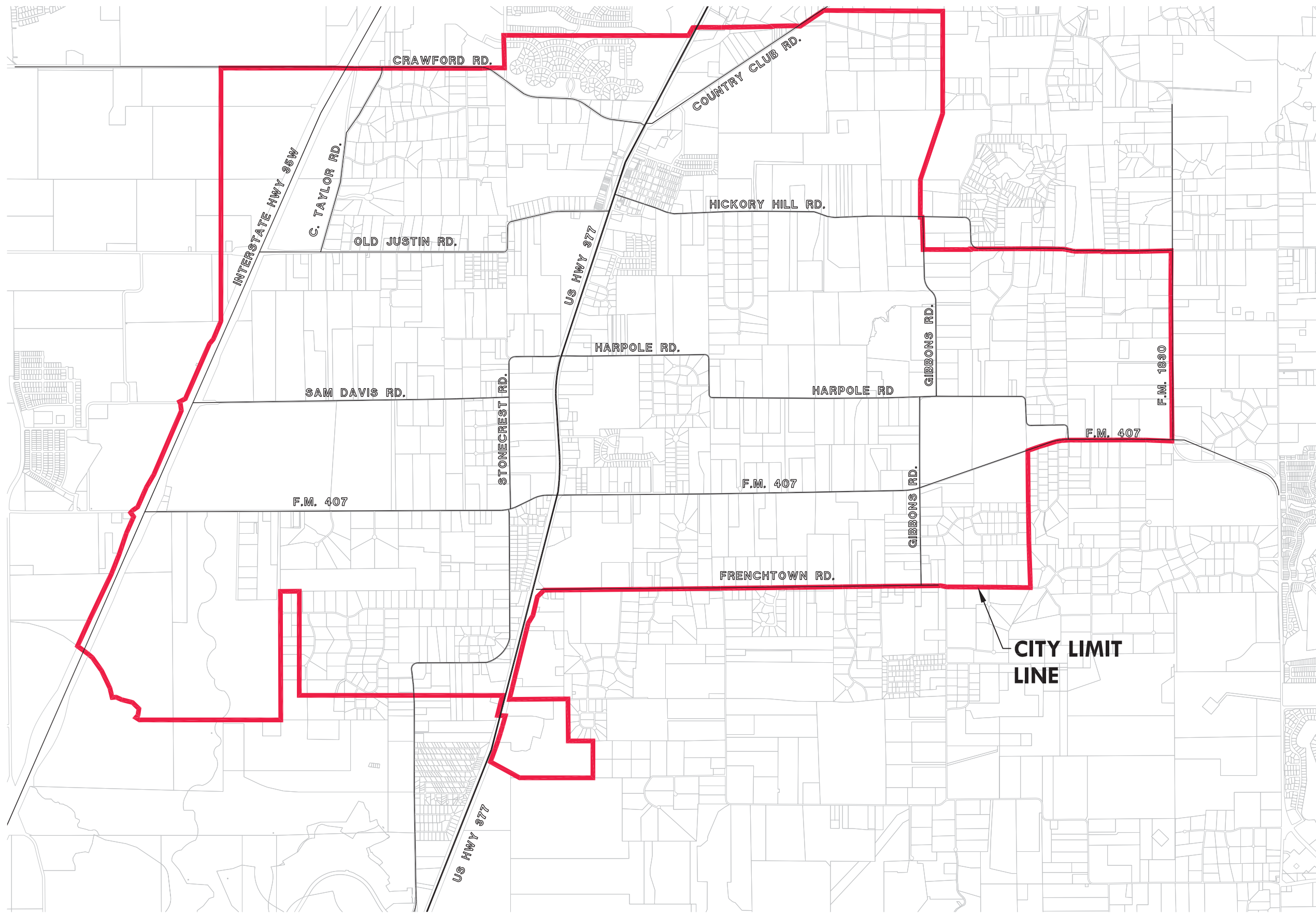
FIGURE 3.3
Town of Argyle
Wastewater System Impact Fees
Capitol Improvements Plan



Drawing: Q:\PROJECTS\ARG\2024\con\exhibits\Figure 3.4 TRA Impact Fee Reimbursement Area.dwg at Nov 26, 2019-6:58am by ardigway
Layout: Layout1 Xref: 2234 Exhibit Border.dwg

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FIGURE 3.4
Town of Argyle
Wastewater System Impact Fees
TRA Impact Fee
Reimbursement Area

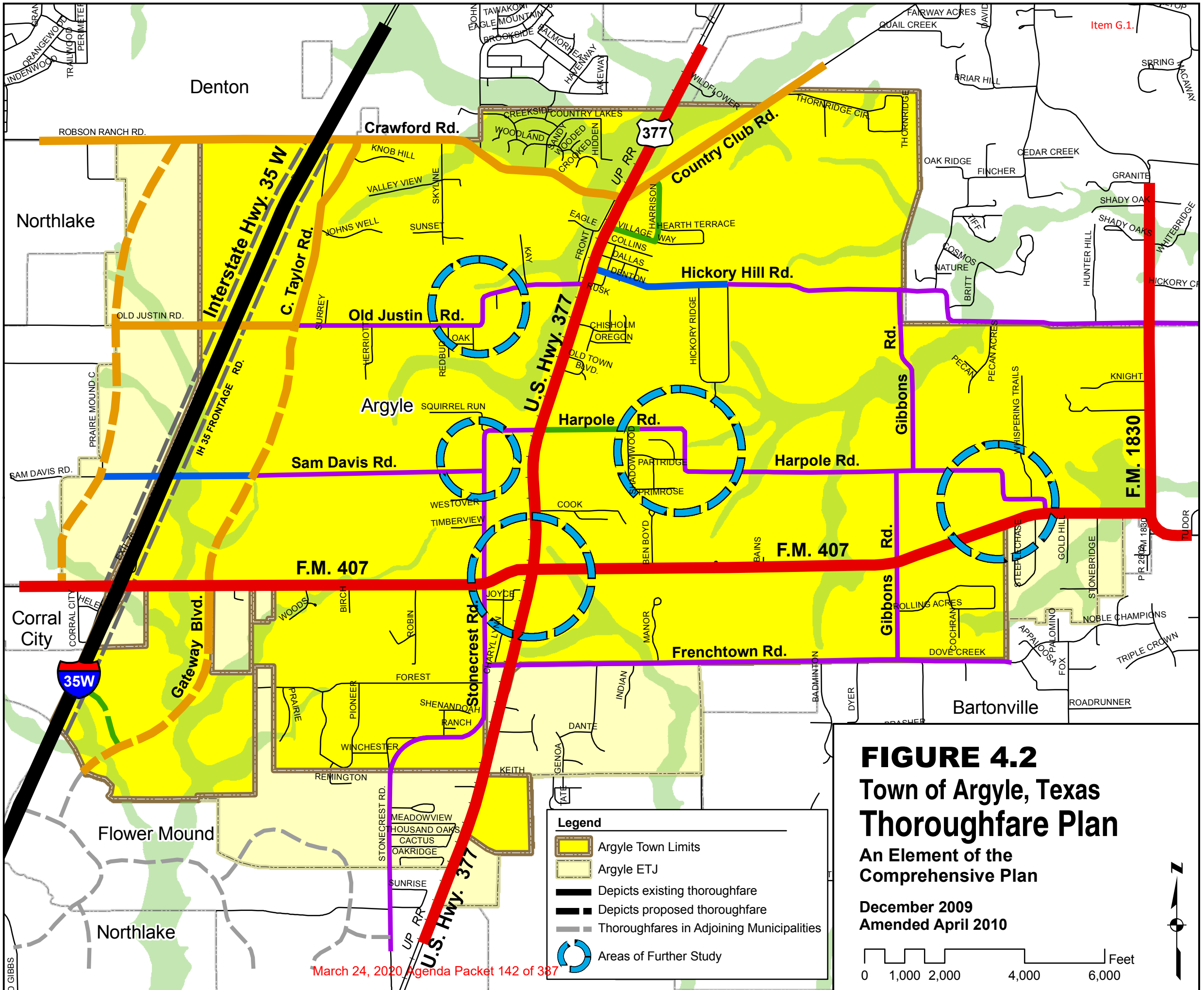
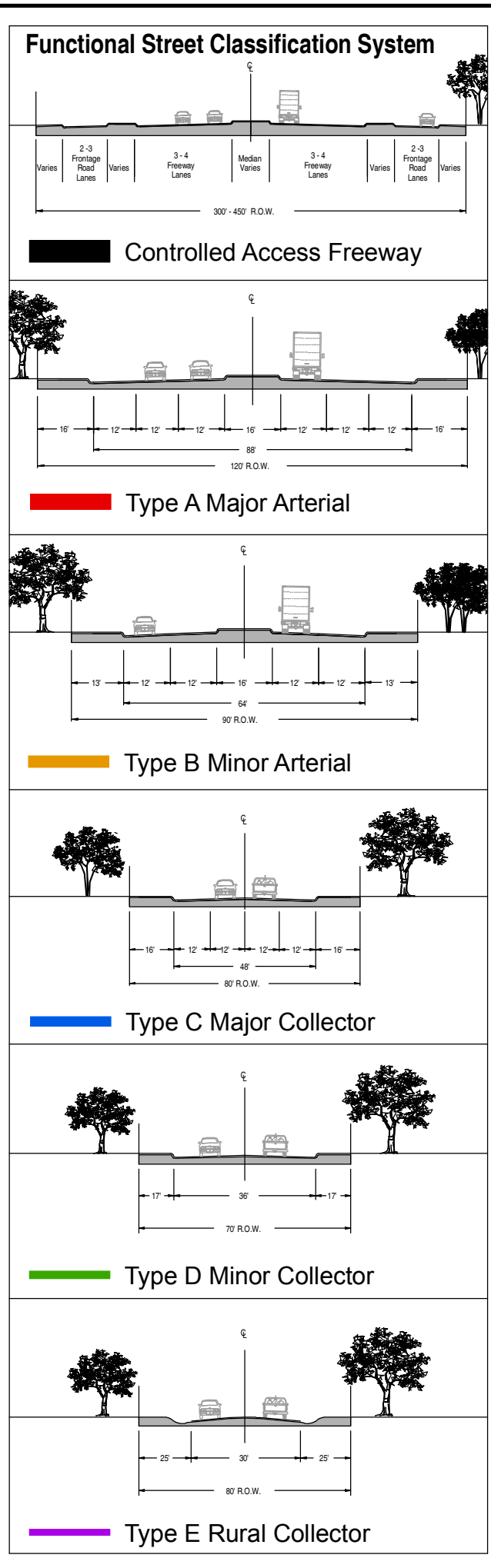


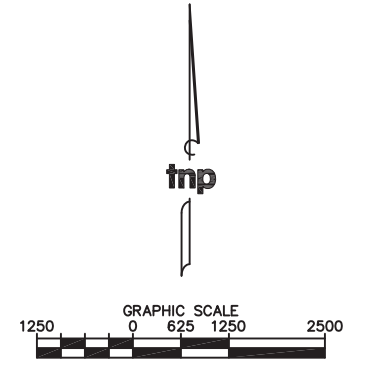
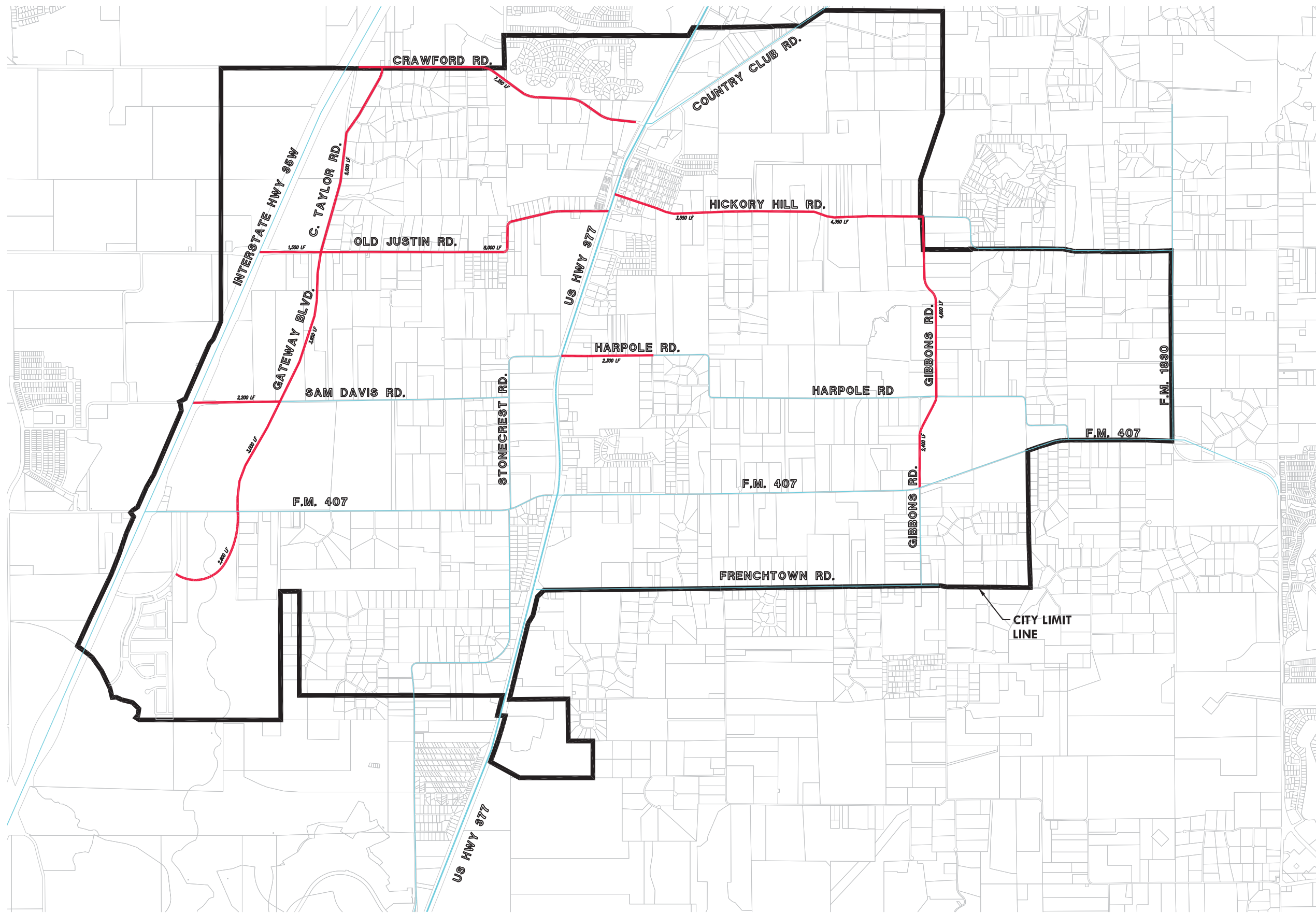
Drawing: Q:\PROJECTS\ARG\19224\cond\exhibits\Figure 4.1 Existing Roadway System.dwg, at Nov 19, 2019 - 6:43pm by rharris
Layout: Layout1 Xrefs: 22x34 Exhibit Border.dwg



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FIGURE 4.1
Town of Argyle
Roadway System Impact Fees
Existing Roadway System





LEGEND

	EXISTING ROAD
	PROPOSED ROAD WORK

Drawing: Q:\PROJECTS\ARG\2024\Exhibits\Roadway System Impact Fees Capital Improvements Plan.dwg at Nov 26, 2019 - 7:38am by aridgwy
 Layout: Layout1 Xref: 2234 Exhibit Border.dwg



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FIGURE 4.3
Town of Argyle
Roadway System Impact Fees
Capital Improvement Plan

Town of Argyle Wastewater and Roadway Impact Fees Update



**Presentation to
Town Council
March 24, 2020**



IMPACT FEES ARE:

- ***A vehicle for attributing the additional cost of providing basic services due to growth in the community to the developments that bring that growth.***
- ***To be used only for new capital improvements and/or for projects that increase capacity.***



IMPACT FEES ARE:

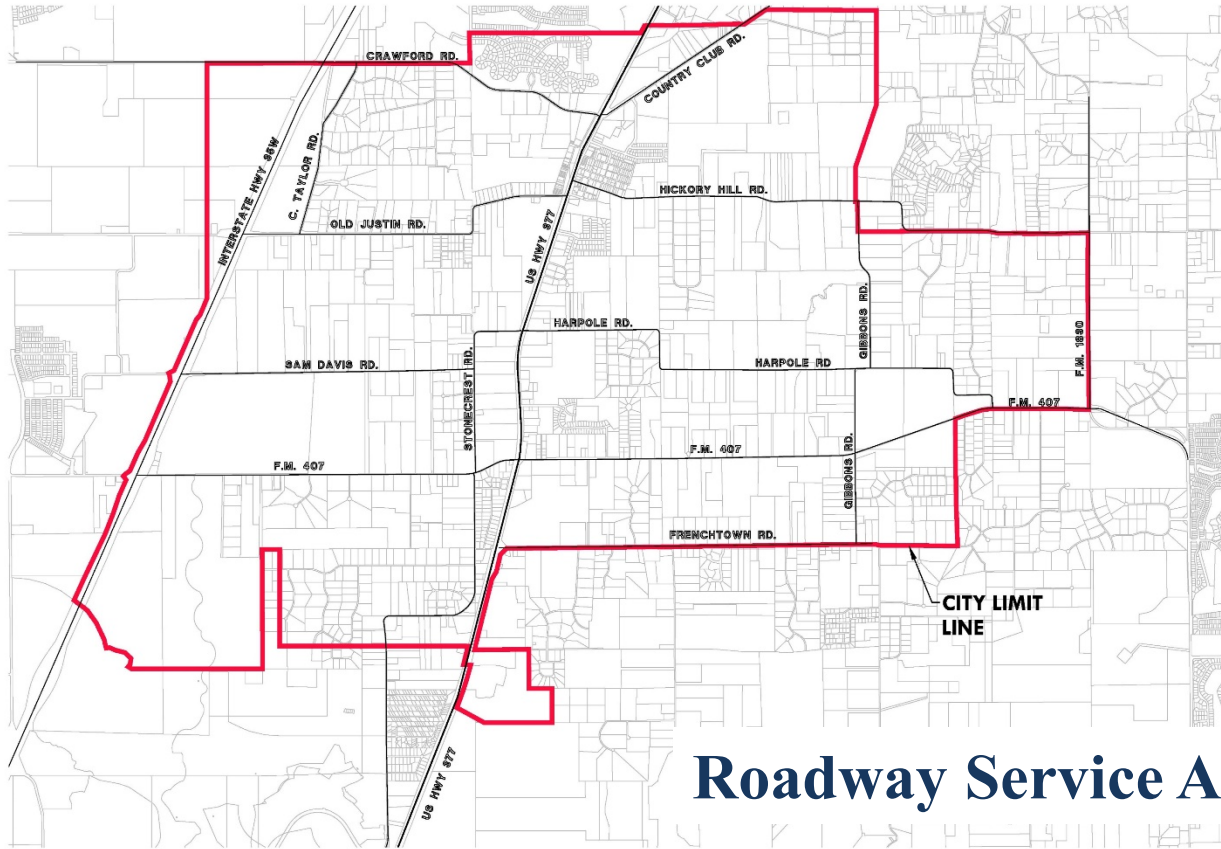
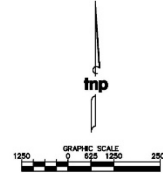
- ***Not for addressing existing deficiencies.***
- ***Not for debt service on non-Impact Fee projects.***
- ***Only for projects in the Impact Fee CIPs.***
- ***Collected at issuance of the building permit.***
- ***Reviewed and updated at least every 5 years.***
- ***Based on a 10-Year planning window.***



PROPOSED TIMELINE

MILESTONE	DATE
1. Presentation to Advisory Committee	November 5, 2019
2. Presentation to Advisory Committee	December 3, 2019
3. Advisory Committee Recommendations	January 7, 2020
4. Town Council to set Public Hearing	January 28, 2020
5. Presentation to Town Council	TBD
6. Public Hearing, Town Council sets Impact Fee Rates	March 24, 2020





Roadway Service Area



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FIGURE 2.1
Town of Argyle
Roadway Service Area Plan



Date: 2/15/2020 10:52:53 AM
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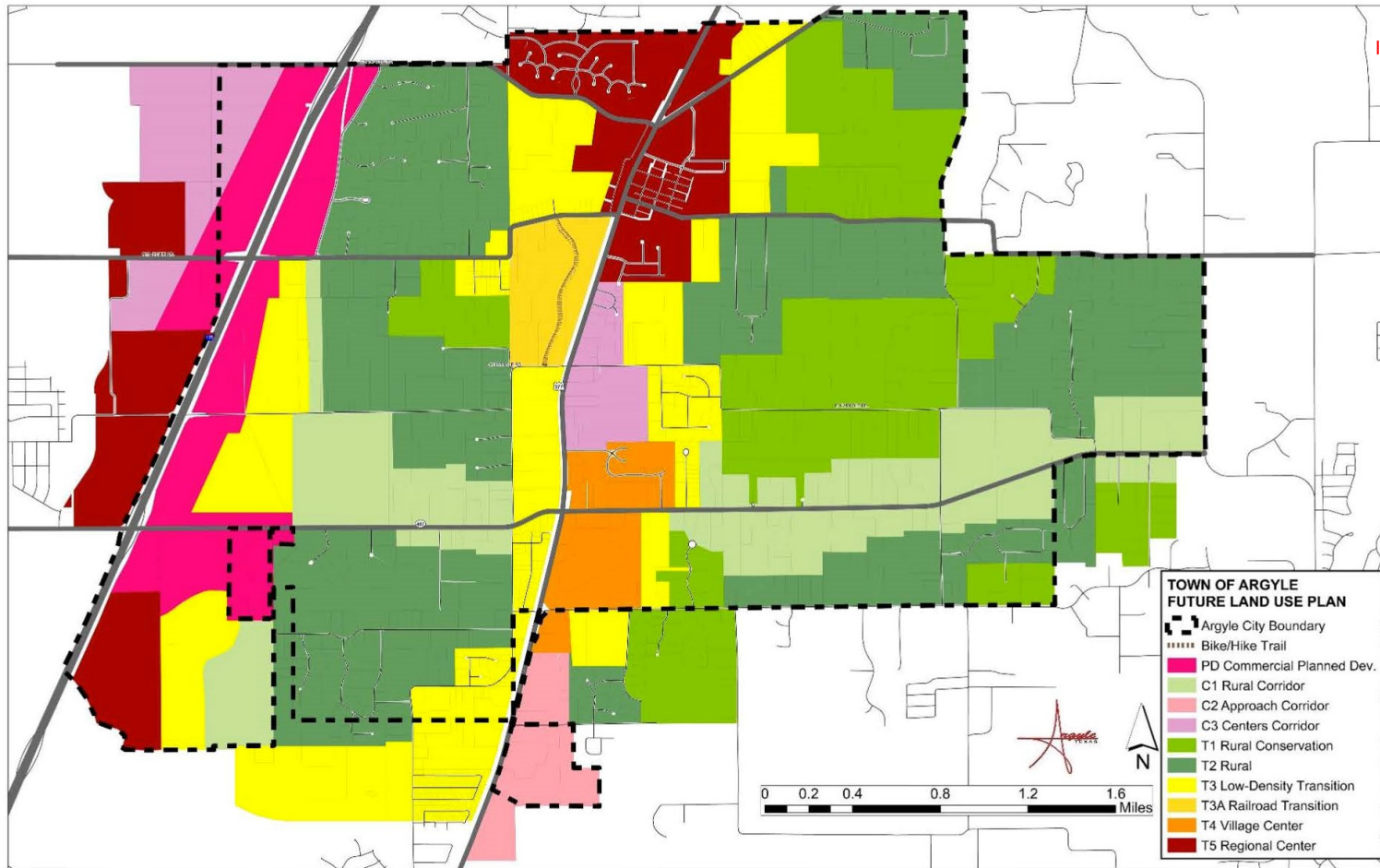


TABLE 2.4
TOWN OF ARGYLE
Wastewater and Roadway Impact Fee Study
Population Growth Projections

Year	Town Populatioir	Growth Rate %
2010	3282	
2011	3300	0.55
2012	3350	1.52
2013	3420	2.09
2014	3510	2.63
2015	3690	5.13
2016	3820	3.52
2017	3920	2.62
2018	4040	3.06
2019	4170	3.22
Average		2.43
Average Last 5 years		3.51
Proposed Growth Projection Determination		
Approximate Lots Developed - 2019		478
Population From Lots Over 5 Years (3 persons/lot)		1434
Growth Per Year First 5 Years (%/year)		6.1
Growth for Next 5 years (%/year)		3.5
Estimated 2030 Population		6656
Population Addition for 10-year Period		2486
Estimated Additional Lots for 10-year Period (3 persons/lot)		829
85% Small Lot Requiring Sewer Service		705
15% Large Lot w/ Onsite Sewer System		124



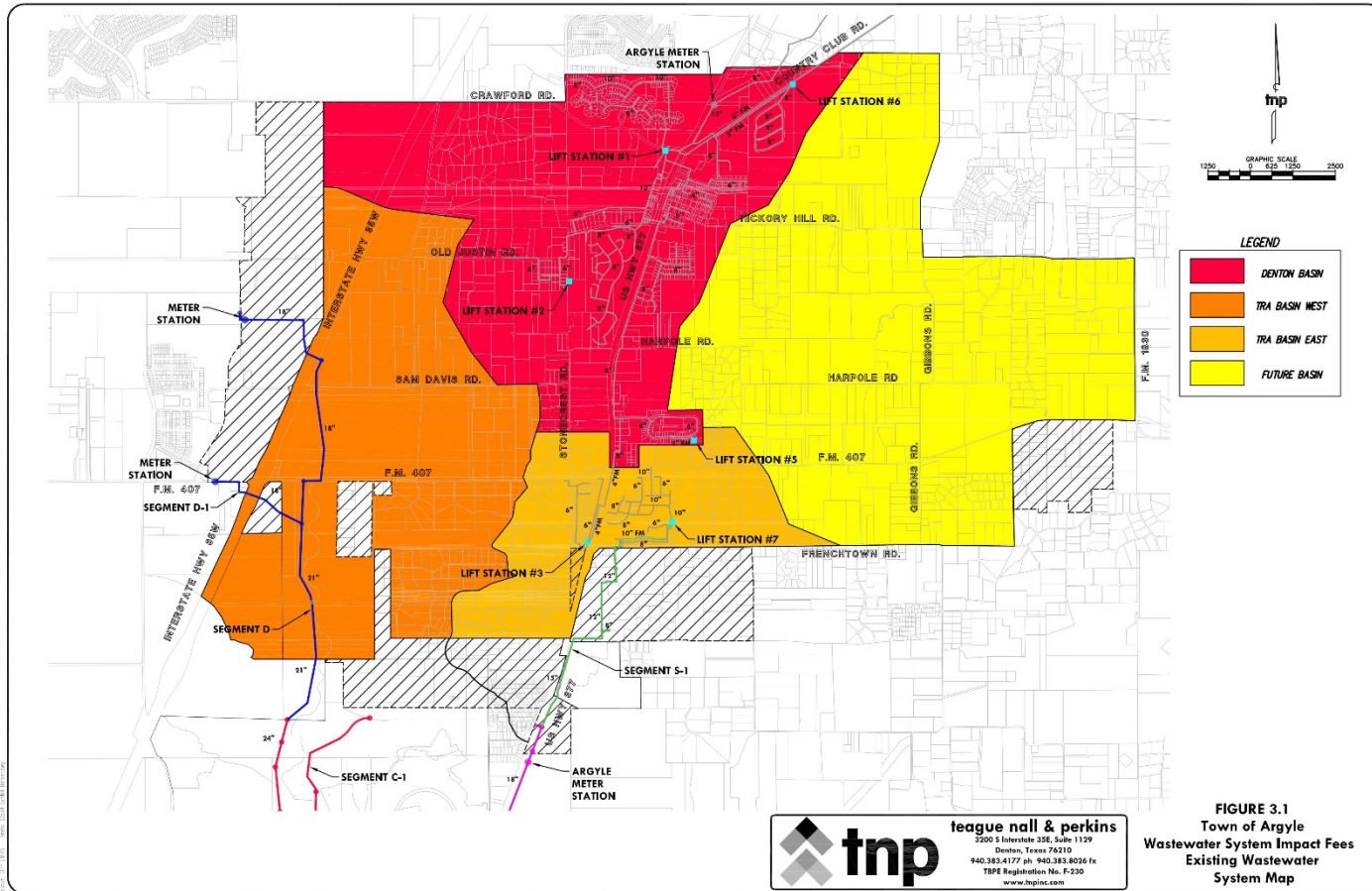
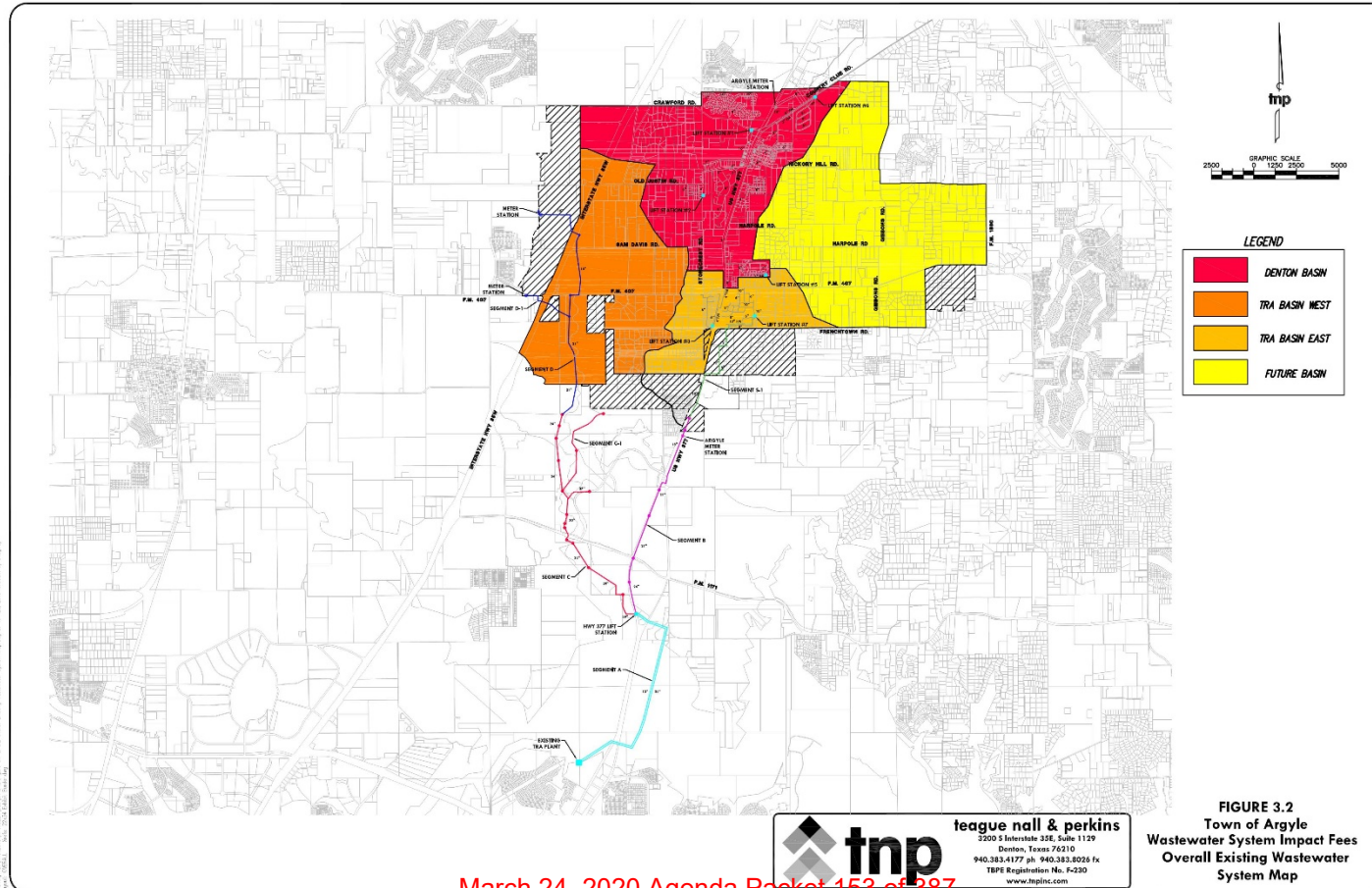




FIGURE 3.1
Town of Argyle
Wastewater System Impact Fees
Existing Wastewater
System Map


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LEGEND

	DENTON BASIN
	IRA BASIN WEST
	IRA BASIN EAST
	FUTURE BASIN


tnp

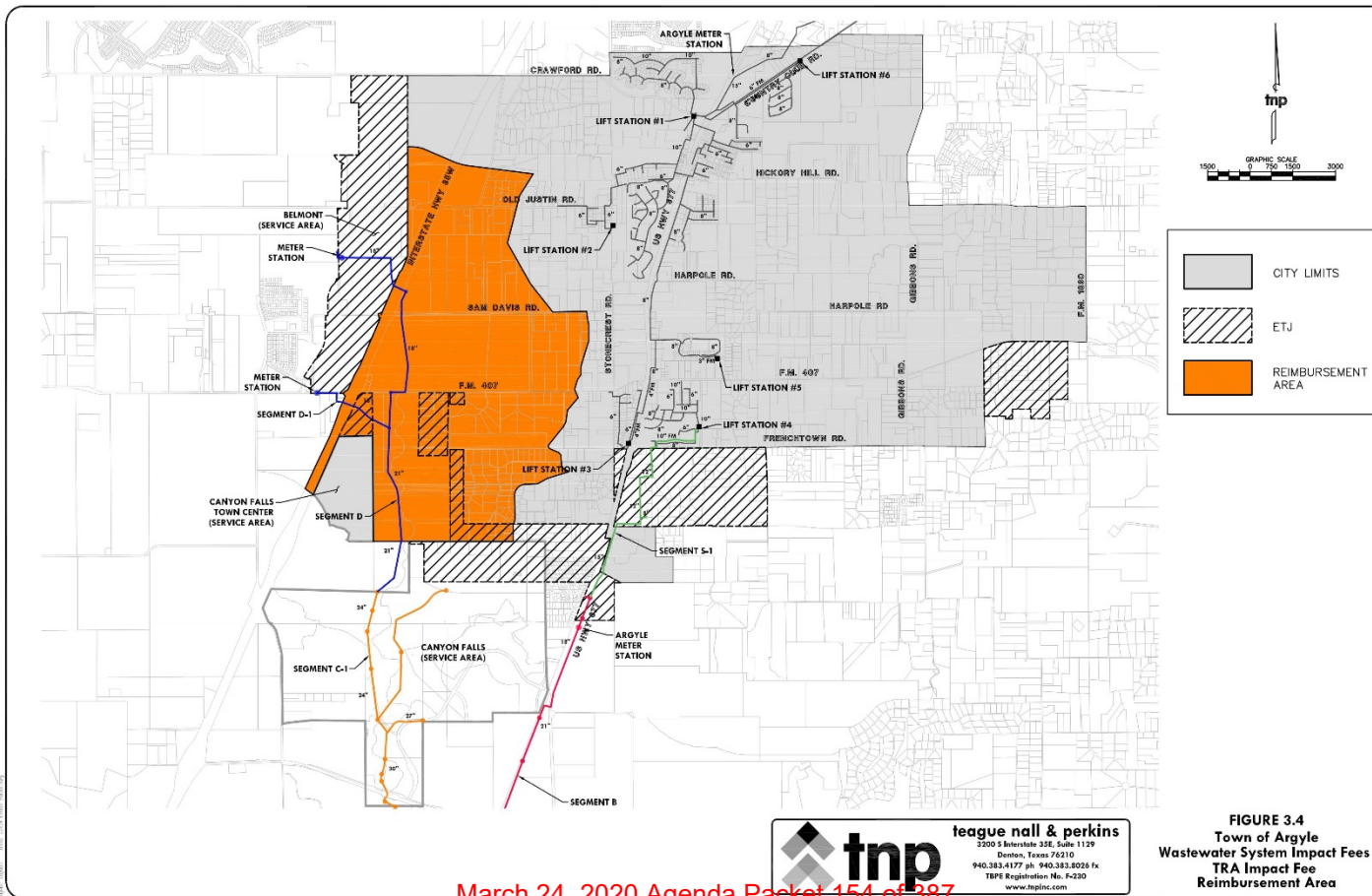
GRAPHIC SCALE
0 2500 5000

FIGURE 3.2
Town of Argyle
Wastewater System Impact Fees
Overall Existing Wastewater
System Map


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<u>Wastewater Impact Fee Calculation</u>		<u>Reference</u>
Eligible Capital Improvement Cost	\$2,572,903	Eligible Cost, Table 3.2
Finance Cost	<u>\$1,234,993</u>	4 percent per year for 10 years
Total CIP Eligible Cost	\$3,807,896	Eligible cost including financing
Impact Fee Cost w/ Credit (50%)	\$1,903,948	50% Credit
Impact Fee Preparation	\$ 70,000	Two Impact Fee Study Preparations
Impact Fee Cost	\$1,973,948	Impact Fee Cost including Study Prep.
10-Year Growth in Service Units	805	Growth in Service Units, Table 3.1
Maximum Wastewater Impact Fee w/ 50% Credit	\$2,452/SU	Impact fee cost divided by Service Units
2010 Impact Fee Study Maximum Fee w/50% Credit	\$ 2,914/SU	



Service Size	Existing Impact Fee	2010 Study Max Impact Fee	2020 Study Max Impact Fee
5/8"	\$2,914.00	\$2,914.00	\$2,452.00
3/4"	\$2,914.00	\$2,914.00	\$2,452.00
1"	\$7,868.00	\$7,868.00	\$6,620.40
1-1/2"	\$9,616.18	\$9,616.18	\$8,091.60

Notes:

1. 5/8" and 3/4" Service Size = 1.0 Service units
2. 1" Service Size = 2.7 Service Units. Cost = Service units x cost per service unit, 2.7 x \$2,914 = \$7,868
3. 1 1/2" Service Size = 3.0 Service Units. Cost = Service units x cost per service unit, 3.0 x \$2,914 = \$9,616.18



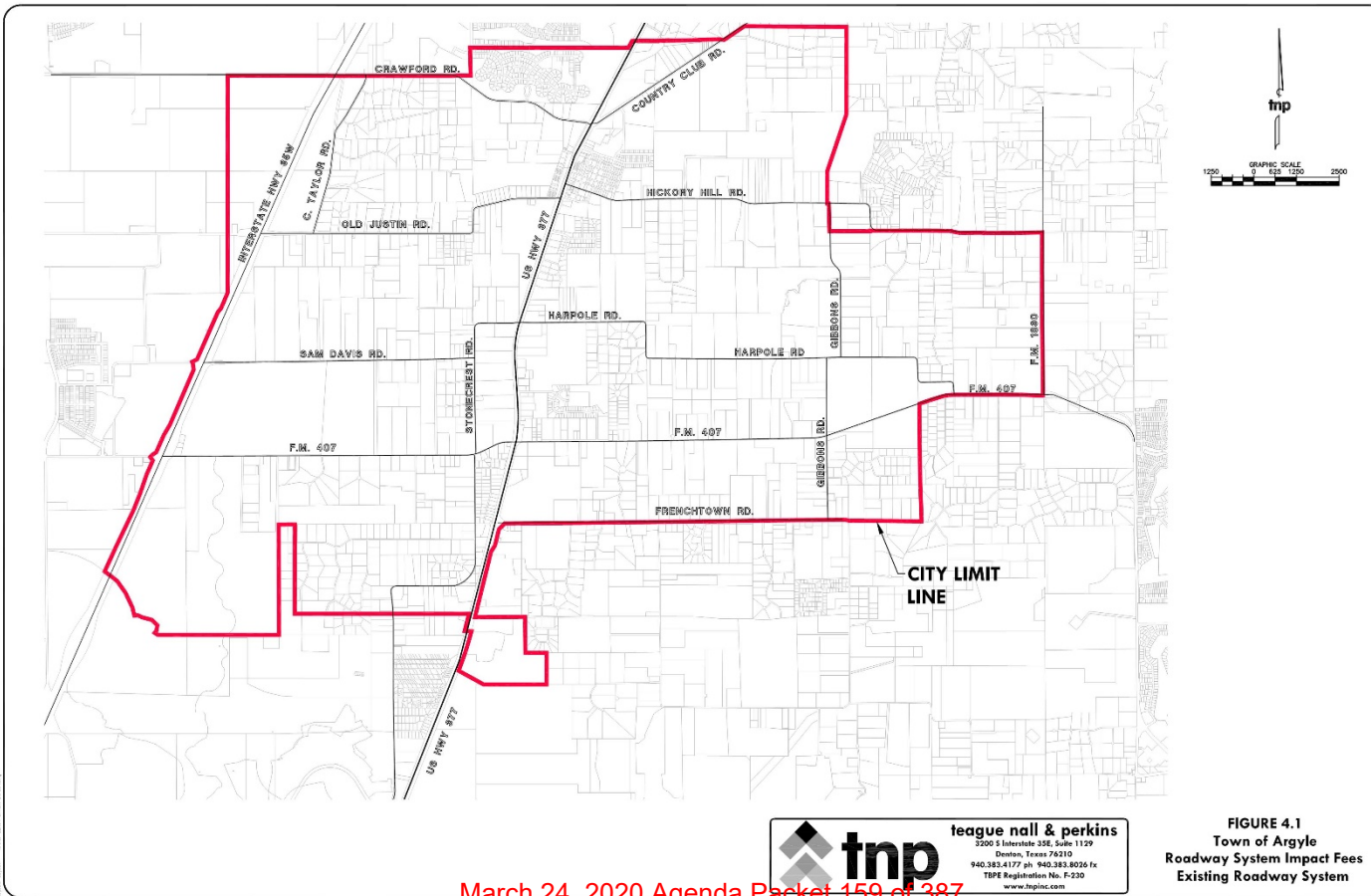
Wastewater Impact Fees - 2010 (at Adopted 50% max.)

		5/8"	3/4"	1"	1-1/2"
1	Argyle	\$2,914.00	\$2,914.00	\$7,868.00	9,616.18
2	Southlake	\$2,609.00	\$3,914.00	\$6,523.00	\$13,045.00
3	Flower Mound-Long Prairie District Residential	\$2,436.00	\$3,645.00	\$6,090.00	\$12,180.00
4	Flower Mound-Long Prairie District Non-Residential	\$1,218.00	\$1,827.00	\$3,045.00	\$6,090.00
5	Prosper	\$1,129.00	\$1,129.00	\$2,822.00	\$5,644.00
6	Northlake	\$964.00	\$1,446.00	\$2,410.00	\$4,821.00
7	Keller	\$918.00	\$1,560.60	\$2,478.60	\$3,029.40
8	Colleyville	\$643.00	\$965.00	\$1,068.00	\$3,215.00
9	Melissa	\$398.67	\$598.00	\$996.67	\$1,993.33

Wastewater Impact Fees - 2020 (at Proposed 50% max.)

		5/8"	3/4"	1"	1-1/2"
1	Southlake	\$2,609.00	\$3,914.00	\$6,523.00	\$13,045.00
2	Argyle	\$2,452.00	\$2,452.00	\$6,620.40	\$8,091.60
	Argyle (Recommended by CIAC 1.7.20)	\$2,452.00	\$2,452.00	\$6,620.40	\$8,091.60
3	Flower Mound-Long Prairie District Residential	\$2,436.00	\$3,645.00	\$6,090.00	\$12,180.00
4	Flower Mound-Long Prairie District Non-Residential	\$1,218.00	\$1,827.00	\$3,045.00	\$6,090.00
5	Prosper	\$1,129.00	\$1,129.00	\$2,822.00	\$5,644.00
6	Northlake	\$964.00	\$1,446.00	\$2,410.00	\$4,821.00
7	Keller	\$918.00	\$1,560.60	\$2,478.60	\$3,029.40
8	Colleyville	\$643.00	\$965.00	\$1,068.00	\$3,215.00
9	Melissa	\$398.67	\$598.00	\$996.67	\$1,993.33





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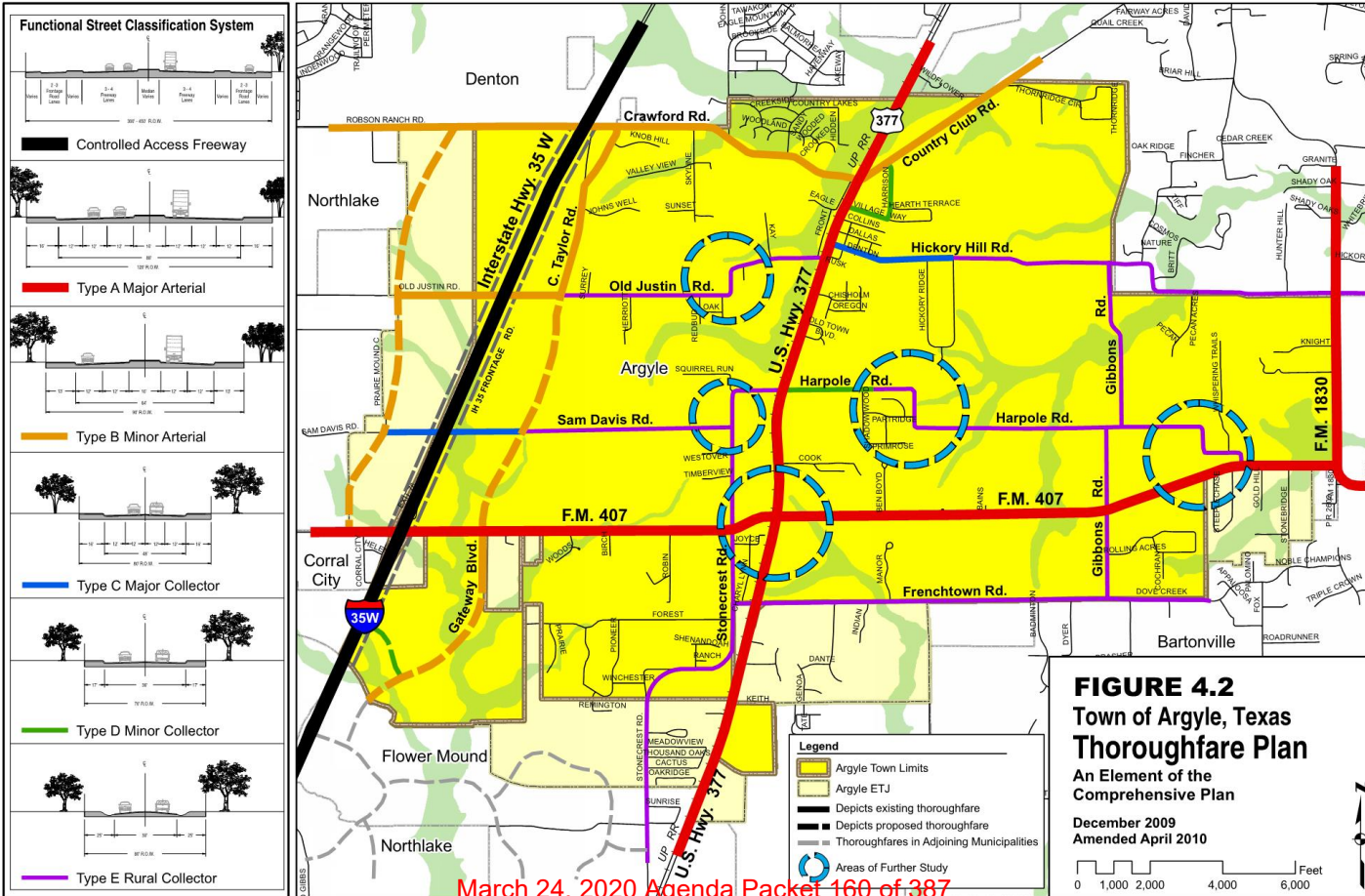
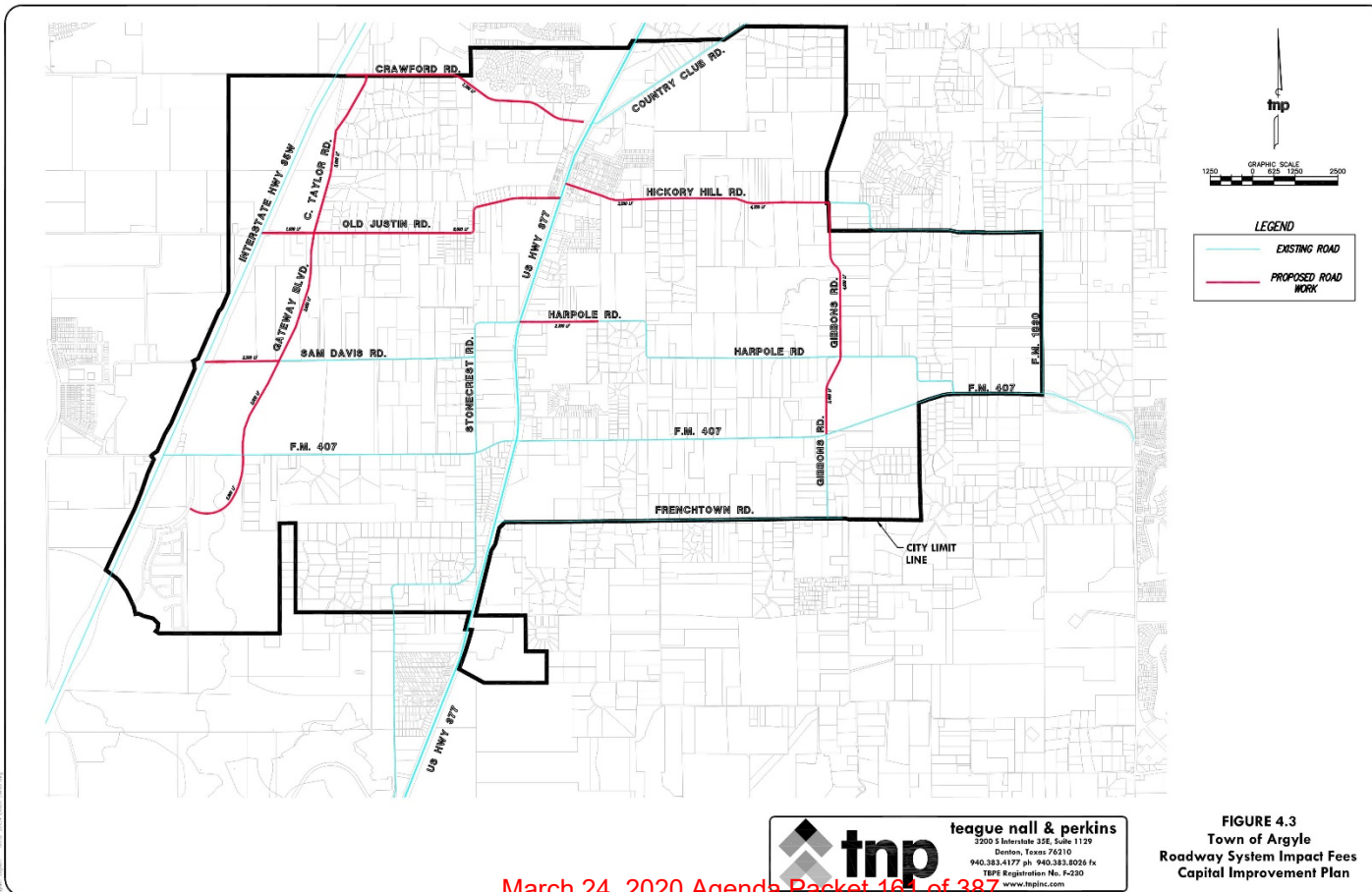

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FIGURE 4.1
Town of Argyle
Roadway System Impact Fees
Existing Roadway System







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<u>Roadway Impact Fee Calculation</u>		<u>Reference</u>
Eligible Capital Improvement Cost w 50% Credit	\$16,632,501	Eligible cost w/ credit, Table 4.5
Finance Cost	<u>\$ 7,986,600</u>	4 percent per year for 10 years
Total CIP Eligible Cost	\$24,616,101	Eligible cost including financing
Program Cost Attributed to Growth	\$ 4,852,746	= Percent of Capacity* Eligible cost
Impact Fee Preparation	\$ 70,000	Two Impact Fee Study Preparations
Impact Fee Cost	\$ 4,922,746	Impact Fee Cost including Study Prep.
10-Year Growth in Service Units	3016	Growth in Service Units, Table 4.2
Estimated Capacity with CIP and System	15,299	Table 4.17
Percent of Capacity Attributed to Growth	19.7	Service unit growth divided by capacity
Maximum Roadway Impact Fee w/ 50% Credit	\$1632/SU	Impact fee cost divided by Service Units
2010 Impact Fee Study Maximum Fee w/50% Credit	\$ 1,191/SU	



Land Use	Existing Impact Fee	2010 Study Max Impact Fee	2020 Study Max Impact Fee
Residential	\$2,500.00	\$3,715.92	\$5,091.84
General Office (10,000 Sq. Ft.)	\$27,393.00	\$54,786.00	\$75,072.00
General Retail (10,000 Sq. Ft.)	\$26,798.00	\$53,595.00	\$73,440.00

Notes:

1. Residential Impact Fee = 3.12 x cost per service unit, 3.12 x \$801.28 = \$2,500
2. General Office (10,000 sq. ft.) Impact Fee = 4.6 per 1000 sq. ft. x cost per service unit, 4.6 x 10 x \$595.50 = \$27,393
3. General Retail (10,000 sq. ft.) Impact Fee = 4.5 per 1000 sq. ft. x cost per service unit, 4.5 x 10 x \$595.50 = \$26,798



Residential Roadway Impact Fees - 2010 (at Adopted 33.6% Max.)

		Residential
1	Northlake Zone 1 (NW)	\$6,094.10
2	Prosper Service Area 1	\$6,053.00
3	Colleyville Service Area 1	\$4,941.00
4	Colleyville Service Area 2	\$4,941.00
5	Prosper Service Area 2	\$4,589.00
6	Melissa Service Area 1	\$3,915.12
7	Northlake Zone 2 - (NE)	\$3,844.98
8	Melissa Service Area 2	\$3,775.48
9	Flower Mound- Service Area B	\$3,714.78
10	Keller Service Area 1	\$2,999.19
11	Town of Argyle	\$2,500.00
12	Keller Service Area 2	\$2,451.00
13	Southlake- North Service Area	\$2,292.00
14	Southlake- South Service Area	\$1,640.00
15	Flower Mound- Service Area A	\$1,424.10
16	Northlake Zone 4 (SE)	\$710.62
17	Northlake Zone 3 (SW)	\$691.60

Residential Roadway Impact Fees - 2020 (Proposed Rates)

		Residential
1	Northlake Zone 1 (NW)	\$6,094.10
2	Prosper Service Area 1	\$6,053.00
Town of Argyle		\$5,091.84 (at 50% of Max.)
Town of Argyle		\$5,091.84 (at 50% of Max.) as Recommended by CIAC 1.7.20
3	Colleyville Service Area 1	\$4,941.00
4	Colleyville Service Area 2	\$4,941.00
5	Prosper Service Area 2	\$4,589.00
6	Melissa Service Area 1	\$3,915.12
7	Northlake Zone 2 - (NE)	\$3,844.98
8	Melissa Service Area 2	\$3,775.48
9	Flower Mound- Service Area B	\$3,714.78
Town of Argyle		\$3,421.70 (at 33.6% of Max.)
11	Keller Service Area 1	\$2,999.19
Town of Argyle		\$2,545.92 (at 25% of Max.)
12	Keller Service Area 2	\$2,451.00
13	Southlake- North Service Area	\$2,292.00
14	Southlake- South Service Area	\$1,640.00
15	Flower Mound- Service Area A	\$1,424.10
16	Northlake Zone 4 (SE)	\$710.62
17	Northlake Zone 3 (SW)	\$691.60



General Retail Roadway Impact Fees - 2010 (at Adopted 25% of Max.)

		General Retail (Based on a 10,000 sq. ft. building)
1	Northlake Zone 1 (NW)	\$226,033.00
2	Northlake Zone 2 (NE)	\$142,623.00
3	Prosper Service Area 1	\$49,620.00
4	Southlake North Service Area	\$48,300.00
5	Prosper Service Area 2	\$37,620.00
6	Southlake South Service Area	\$34,560.00
7	Flower Mound- Service Area B	\$34,419.95
8	Town of Argyle	\$26,797.00
9	Northlake Zone 4 (SE)	\$26,632.50
10	Northlake Zone 3 (SW)	\$25,657.60
11	Keller Service Area 1	\$24,922.00
12	Colleyville Service Area 2	\$21,580.00
13	Keller Service Area 2	\$18,416.30
14	Flower Mound- Service Area A	\$13,218.75
15	Melissa Service Area 2	\$9,969.31
16	Colleyville Service Area 1	\$7,790.00
17	Melissa Service Area 1	\$6,594.95

General Retail Roadway Impact Fees - 2020 (at Various Rates of Max.)

		General Retail (Based on a 10,000 sq. ft. building)
1	Northlake Zone 1 (NW)	\$226,033.00
2	Northlake Zone 2 (NE)	\$142,623.00
Town of Argyle		\$73,440.00 (at 50% of Max.)
Town of Argyle		\$58,752.00 (at 40% of Max.) as Recommended by CIAC 1.7.20
3	Prosper Service Area 1	\$49,620.00
Town of Argyle		\$49,351.50 (at 33.6% of Max.)
4	Southlake North Service Area	\$48,300.00
5	Prosper Service Area 2	\$37,620.00
Town of Argyle		\$36,720.00 (at 25% of Max.)
6	Southlake South Service Area	\$34,560.00
7	Flower Mound- Service Area B	\$34,419.95
8	Northlake Zone 4 (SE)	\$26,632.50
9	Northlake Zone 3 (SW)	\$25,657.60
10	Keller Service Area 1	\$24,922.00
11	Colleyville Service Area 2	\$21,580.00
12	Keller Service Area 2	\$18,416.30
13	Flower Mound- Service Area A	\$13,218.75
14	Melissa Service Area 2	\$9,969.31
15	Colleyville Service Area 1	\$7,790.00
16	Melissa Service Area 1	\$6,594.95



General Office Roadway Impact Fees - 2010 (at Adopted 25% of Max.)

		General Office (Based on a 10,000 sq. ft. building)
1	Prosper Service Area 1	\$51,320.00
2	Prosper Service Area 2	\$38,910.00
3	Town of Argyle	\$27,393.00
4	Southlake North Service Area	\$25,610.00
5	Flower Mound- Service Area B	\$24,949.10
6	Keller Service Area 1	\$24,922.00
7	Colleyville Service Area 2	\$21,580.00
8	Keller Service Area 2	\$18,416.30
9	Southlake South Service Area	\$18,330.00
10	Flower Mound- Service Area A	\$9,599.75
11	Melissa Service Area 2	\$8,816.26
12	Colleyville Service Area 1	\$7,790.00
13	Melissa Service Area 1	\$5,832.17
14	Northlake Zone 1 (NW)	NA
15	Northlake Zone 2 (NE)	NA
16	Northlake Zone 3 (SW)	NA
17	Northlake Zone 4 (SE)	NA

General Office Roadway Impact Fees - 2020 (at Various Rates of Max.)

		General Office (Based on a 10,000 sq. ft. building)
	Town of Argyle	\$75,072.00 (at 50% of Max.)
	Town of Argyle	\$60,057.60 (at 40% of Max.) as Recommended by CIAC 1.7.20
1	Prosper Service Area 1	\$51,320.00
	Town of Argyle	\$50,448.20 (at 33.6% of Max.)
2	Prosper Service Area 2	\$38,910.00
	Town of Argyle	\$37,536.00 (at 25% of Max.)
3	Southlake North Service Area	\$25,610.00
4	Flower Mound- Service Area B	\$24,949.10
5	Keller Service Area 1	\$24,922.00
6	Colleyville Service Area 2	\$21,580.00
7	Keller Service Area 2	\$18,416.30
8	Southlake South Service Area	\$18,330.00
9	Flower Mound- Service Area A	\$9,599.75
10	Melissa Service Area 2	\$8,816.26
11	Colleyville Service Area 1	\$7,790.00
12	Melissa Service Area 1	\$5,832.17
13	Northlake Zone 1 (NW)	NA
14	Northlake Zone 2 (NE)	NA
15	Northlake Zone 3 (SW)	NA
16	Northlake Zone 4 (SE)	NA



Recent Development Projects - 2010 -2020 Impact Fee Comparison

		2010 Roadway Impact Fee (at Adopted 25% of Max.)	2020 Roadway Impact Fees (various rates)
1	Well Church (20,00 sq. ft. Religious Institution)	\$9,158.79	\$25,100.16 (50% of max.)
			\$20,080.13 (40% of max.) as Recommended by CIAC 1.7.20
			\$16,867.25 (33.6% of max.)
			\$12,550.08 (25% of max.)
2	Eagle Plaza (10,188 sq. ft. retail bldg.)	\$27,303.68	\$74,827.20 (50% of max.)
			\$59,891.76 (40% of max.) as Recommended by CIAC 1.7.20
			\$50,283.70 (33.6% of max.)
			\$37,413.60 (25% of max.)
3	BPS Jet (22,936 sq. ft. corp. office, warehouse, lab)	\$47,514.35	\$130,200.96 (50% of max.)
			\$104,160.77 (40% of max.) as Recommended by CIAC 1.7.20
			\$87,494.72 (33.6% of max.)
			\$65,100.48 (25% of max.)
4	Integrity Performance Sports (183,340 sq. ft. health club, restaurant, office)	\$498,225.08	\$1,365,412.80 (50% of max.)
			\$1,092,330.24 (40% of max.) as Recommended by CIAC 1.7.20
			\$917,554.05 (33.6% of max.)
			\$682,706.40 (25% of max.)

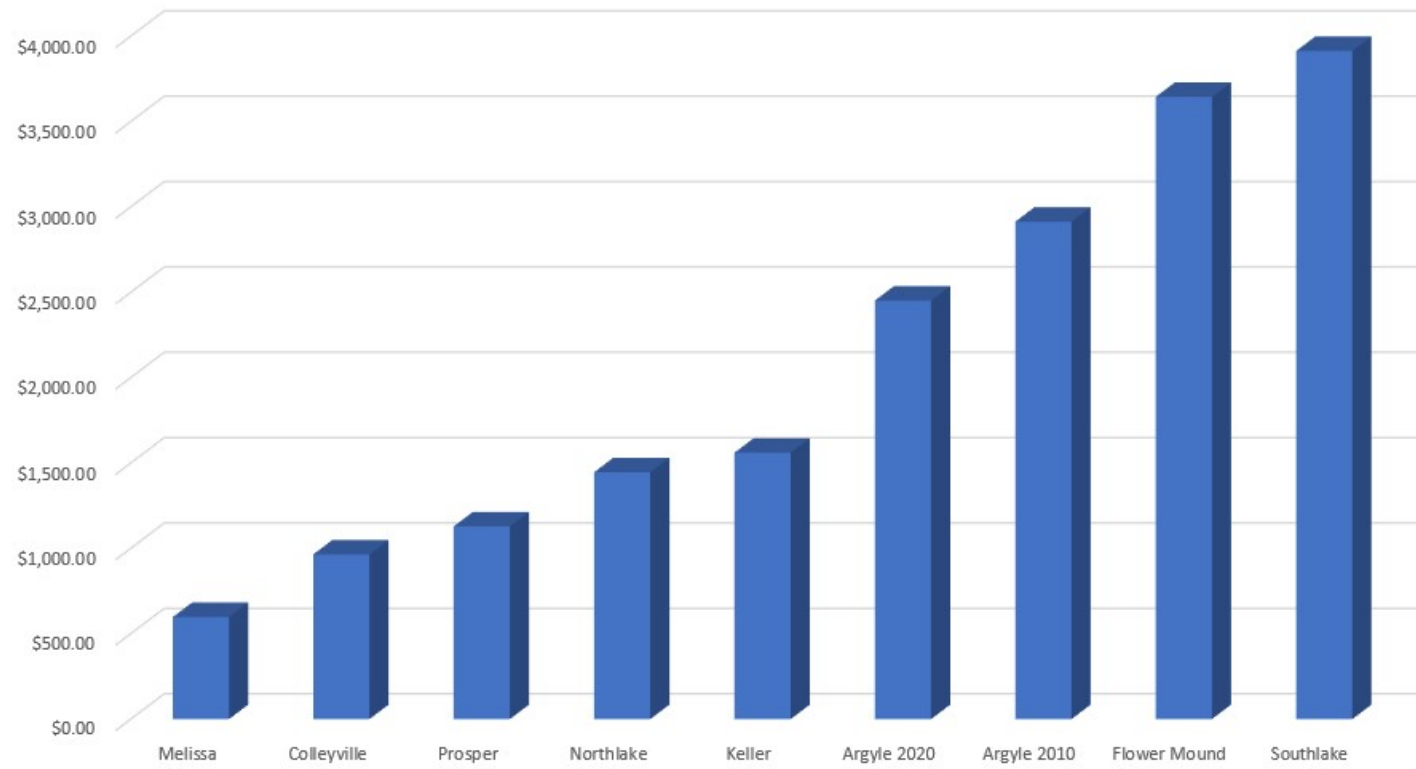




QUESTIONS AND COMMENTS



Wastewater Impact Fee Comparison Residential Lots



Roadway Impact Fee Comparison Residential Lots

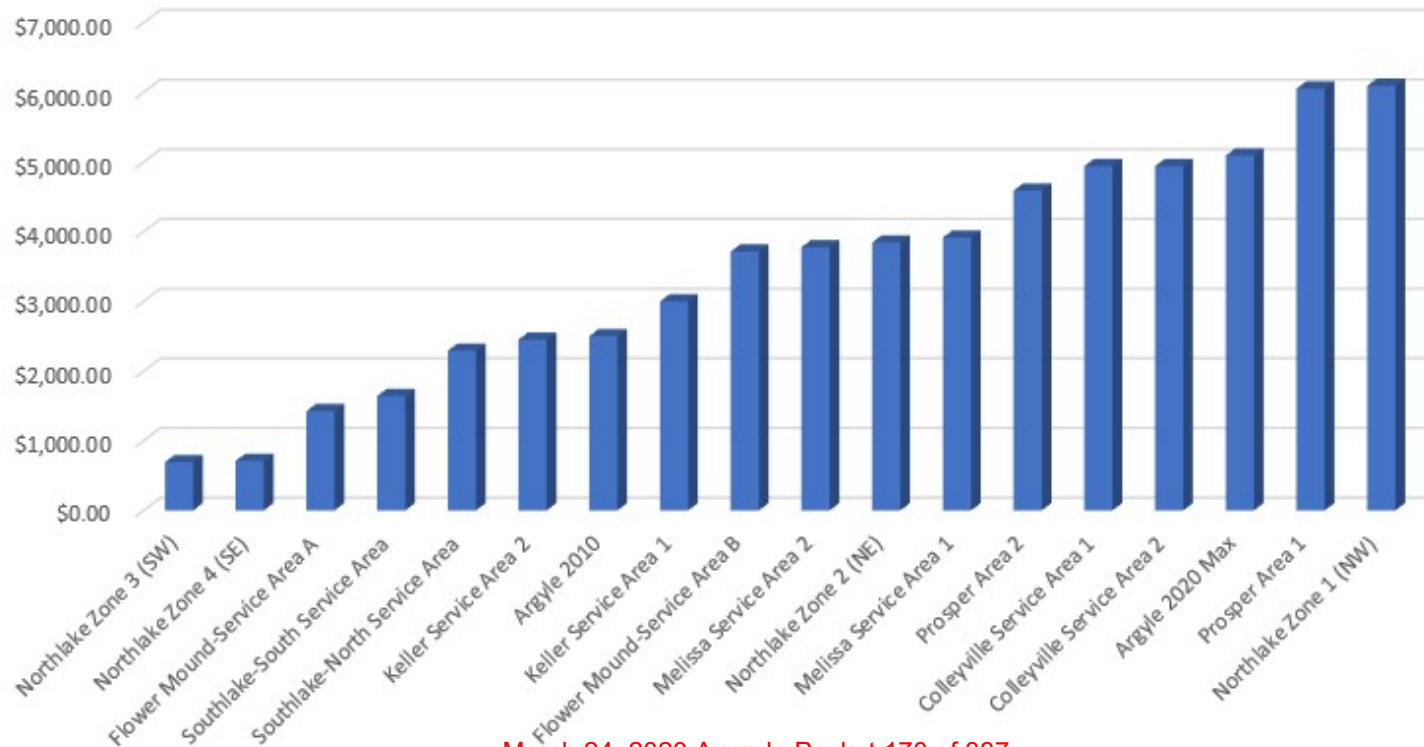


TABLE 2.1
TOWN OF ARGYLE
Wastewater and Roadway Impact Fee Study
Current Impact Fees

WASTEWATER

Service Unit	Impact Fee Per Unit	Percent Of Maximum
SFE	\$2,914	50

SFE = Single Family Equivalent (3/4 Inch Water Meter)

Meter Size	Service Unit Equivalents	Impact Fee
3/4"	1	\$2,914.00
1"	2.7	\$7,867.80
1 1/2"	3.3	\$9,616.20
2"	10.7	\$31,179.80
3"	23.3	\$67,896.20
4"	40	\$116,560.00

ROADWAY:

Service Unit	USE	Impact Fee	Percent Of Maximum
VMT	Residential	\$801.28	33.6
VMT	Non-Resident	\$595.50	25

VMT = Vehicle-Mile-Trip

Category	Land Use	Unit	Service Unit Factor (VM/Unit)
Residential	Single Family	DU	3.12
	Apt/Townhouse	DU	1.76
	Retirement Community	0	0.71
	Independent Sr Living	DU	0.66
	Others not specified	DU	3.12



Office			
	General Office	1000 GFA	4.60
	Corporate Headquarters	1000 GFA	4.33
	Medical-Dental	1000 GFA	13.32
	U.S. Post Office	1000 GFA	12.37
	Business Park	1000 GFA	4.12
	Research & Development	1000 GFA	3.45
	Others not specified	1000 GFA	4.60
Commercial			
	Retail/shopping center	1000 GFA	4.50
	Quality restaurant	1000 GFA	6.23
	Fast Food with drive thru	1000 GFA	17.38
	High turnover restaurant	1000 GFA	8.08
	Gas Station w/ convenience	1000 GFA	9.96
	Convenience market w/gas	1000 GFA	6.11
	Convenience market	1000 GFA	5.28
	Grocery/supermarket	1000 GFA	5.55
	Discount club	1000 GFA	3.81
	Auto sales	1000 GFA	3.36
	Video rental store	1000 GFA	4.59
	Bank	1000 GFA	15.44
	Pharmacy-Drug /w Drive	1000 GFA	1.64
	Apparel store	1000 GFA	2.22
	Movie theater	Screens	18.20
	Furniture store	1000 GFA	0.37
	Home Improvement Super Store	1000 GFA	2.16
	Hardware/paint store	1000 GFA	2.68
	Building materials/lumber store	1000 GFA	2.49
	Nusery(garden center)	1000 GFA	2.09
	Nursery (wholesale)	1000 GFA	1.75
	Hotel	Rooms	1.16
	Motel	Rooms	0.93
	All suites hote	Rooms	1.08
	Auto care center	1000 GFA	3.13



	Quick Lube shop	1000 GFA	3.11
	Auto parts sales	1000 GFA	3.58
	Tire Superstore	1000 GFA	3.86
	Wholesale tire store	1000 GFA	2.93
	Mini-warehouse/self storage	1000 GFA	0.81
	Others not specified	1000 GFA	4.50
Industrial			
	General light industrial	1000 GFA	3.03
	Manufacturing	1000 GFA	3.17
	Industrial park	1000 GFA	3.39
	Warehousing	1000 GFA	1.97
	Others not specified	1000 GFA	3.03
Institutional			
	Private school (K-12)	Students	0.33
	Junior/community college	Students	0.24
	University/college	Students	1.64
	Day care center	1000 GFA	2.33
	Hospital	1000 GFA	2.80
	Nursing home	Beds	0.54
	Assisted living center	Beds	0.54
	Place of worship	1000 GFA	0.75

VM = Vehicle Mile
 DU = Dwelling Unit
 GFA = Gross Floor Area
 GLA = Gross Leasable Area



TABLE 2.2				
TOWN OF ARGYLE				
Wastewater and Roadway Impact Fee Study				
Impact Fee Comparison				
Wastewater Impact Fees:				
	5/8"	3/4"	1"	1-1/2"
Town of Argyle	\$2,914.00	\$2,914.00	\$7,868.00	\$9,616.18
Flower Mound-Long Prairie District Residential	\$2,436.00	\$3,645.00	\$6,090.00	\$12,180.00
Flower Mound-Long Prairie District Non-Residential	\$1,218.00	\$1,827.00	\$3,045.00	\$6,090.00
Southlake	\$2,609.00	\$3,914.00	\$6,523.00	\$13,045.00
Northlake	\$964.00	\$1,446.00	\$2,410.00	\$4,821.00
Colleyville	\$643.00	\$965.00	\$1,068.00	\$3,215.00
Keller	\$918.00	\$1,560.60	\$2,478.60	\$3,029.40
Melissa	\$398.67	\$598.00	\$996.67	\$1,993.33
Prosper	\$1,129.00	\$1,129.00	\$2,822.00	\$5,644.00
Roadway Impact Fees:				
		Residential	General Office (Based on a 10,000 SQ FT building)	General Retail (Based on a 10,000 SQ FT building)
Town of Argyle		\$2,500.00	\$27,393.00	\$26,797.00
Town of Flower Mound-Service Area A		\$1,424.10	\$9,599.75	\$13,218.75
Town of Flower Mound-Service Area B		\$3,714.78	\$24,949.10	\$34,419.95
City of Southlake-North Service Area		\$2,292.00	\$25,610.00	\$48,300.00
City of Southlake-South Service Area		\$1,640.00	\$18,330.00	\$34,560.00
Northlake Zone 1 (NW)		\$6,094.10	NA	\$226,033.00
Northlake Zone 2 (NE)		\$3,844.98	NA	\$142,623.00
Northlake Zone 3 (SW)		\$691.60	NA	\$25,657.60
Northlake Zone 4 (SE)		\$710.62	NA	\$26,632.50
City of Colleyville Service Area 1		\$4,941.00	\$7,790.00	\$7,790.00
City of Colleyville Service Area 2		\$4,941.00	\$21,580.00	\$2,158.00
Keller Service Area 1		\$2,999.19	\$24,922.00	\$24,922.00
Keller Service Area 2		\$2,451.00	\$18,416.30	\$18,416.30
Melissa Service Area 1		\$3,915.12	\$39,151.16	\$18,900.56
Melissa Service Area 2		\$3,775.48	\$37,754.80	\$28,571.20
Prosper Area 1		\$6,053.00	\$51,320.00	\$141,350.00
Prosper Area 2		\$4,589.00	\$28,910.00	\$107,160.00



TABLE 2.3 TOWN OF ARGYLE Wastewater and Roadway Impact Fee Study Future Landuse Designations					
Designation	Density Residential	Density Commercial	% Residential	% Commercial	% Public
PD- Commercial Planned Development	0	> 0.7 F.A.R.	0	95	5
T5 - Regional Center	5 - 6 DU/AC	>0.4 F.A.R.	35	55	10
T4 - Village Center	5 - 6 DU/AC	>0.4 F.A.R.	50	40	10
T3A - Low Density Railroad Transition	1 AC min	>0.35 F.A.R.	75	10	15
T3 - Low Density Transition	1 AC min	>0.35 F.A.R.	75	10	15
T2 - Rural Residential	5 AC/DU		95		5
T1 - Rural or Conservation Residential	10 AC/DU		90		10
C1 - Rural Corridor	10 AC/DU		90		10
C2 - Approach Corridor	< 1 DU/AC		90		10
C3 - Centers Corridor	5 - 6 DU/AC	> 0.5 F.A.R.	30	60	10



TABLE 3.1
TOWN OF ARGYLE
Wastewater Impact Fee Study
Wastewater Service Units For 2020-2030

Meter Size	2020 Service Connection:	2020 Service Units	2030 Projected Service Connection:	2030 Projected Service Units	Projected Growth In Service Units	% Increase
5/8" x 3/4"	725	725	1430	1430	705	97
1"	42	113	62	167	54	48
Schools		78		122	44	56
Churches		5		7	2	41
Total		921		1727	805	87

Notes:

1. 2020 School estimated service units based on Winter Maximum Average Water Demand. See Below
2. 2020 Churches estimated service units based on Winter Maximum Average Water Demand. See Below
3. Commercial (1") 2030 Service Connections estimate based on 2 Commercial/Retail businesses per year.
4. School 2030 Service Connection estimate based on 1 student per Single Family Service Unit Increase
5. Church 2030 Service Connection estimate based on 3.4 percent per year growth

Service Unit Estimate for Schools and Churches		
	Existing Winter Avg. Max. Water Per Month	Existing Service Units Base on SFE
Schools		
Argyle ISD	374600	39
Liberty Christian	370900	39
Churches	44200	5

SFE = 320 Gallons per Day (GPD)



TABLE 3.2
TOWN OF ARGYLE
Wastewater Impact Fee Study
Wastewater CIP Project Cost Summary

Project Name	Est. Project Cost	Current Utilization (%)	2030 Utilization (%)	Cost		
				Current Development	10 Year (2020-2030)	Eligible After 2030
Crawford Road Wastewater Imp	\$4,830,304	0	12	\$0	\$579,636	\$4,250,668
Old Justin Road Wastewater Imp	\$1,635,907	0	50	\$0	\$817,954	\$817,954
Sam Davis Road Wastewater Imp	\$333,144	0	20	\$0	\$66,629	\$266,515
FM 407 Wastewater Imp	\$715,669	0	100	\$0	\$715,669	\$0
TRA Line Segment B Cost Participation	\$803,950	2	30	\$16,079	\$241,185	\$546,686
TRA Line C/D Oversize Capacity	\$1,518,303	0	10	\$0	\$151,830	\$1,366,473
Total	\$9,837,277			\$16,079	\$2,572,903	\$7,248,295



TABLE 3.4 TOWN OF ARGYLE Wastewater Impact Fee Study Wastewater System Capacity							
DENTON GRAVEYARD LINE: Agreement Capacity - 1600 SFE Additional Capacity Available - 560 SFE SFE = 320 GPD							
	No. Days	Metered Flow (MG)	Graveyard Line No. Customers	Average GPD	SFE	1600 SFE Available Capacity	% Capacity Remaining
FY19							
08/31/2019-09/30/2019	30	4.244	775	141467	442	1158	72
07/31/2019-08/31/2019	30	4.79	760	159667	499	1101	69
06/29/2019-7/31/2019	33	3.781	748	114576	358	1242	78
05/31/2019-06/28/2019	28	3.982	739	142214	444	1156	72
04/30/2019-05/31/2019	31	8.5240	748	274968	859	741	46
03/29/2019-04/30/2019	32	4.4420	748	138813	434	1166	73
02/28/2019-03/29/2019	29	5.5110	747	190034	594	1006	63
01/30/2019 to 02/28/2019	28	6.2556	746	223414	698	902	56
12/31/2018 to 01/31/2019	31	5.7470	747	185387	579	1021	64
11/30/2018 to 12/31/2018	31	5.1770	737	167000	522	1078	67
10/30/2018 to 11/30/2018	30	5.7000		190000	594	1006	63
09/28/2018 to 10/31/2018	33	7.1850	727	217727	680	920	57
Total		65.3386		179010	559	1041	65
FY18							
08/31/2018 to 09/30/2018	28	5.2950	722	189107	591	1009	63
07/31/2018 to 08/31/2018	31	4.4510	726	143581	449	1151	72
06/29/2018 to 07/31/2018	32	3.6060	714	112688	352	1248	78
05/31/2018 to 06/29/2018	29	3.5510	711	122448	383	1217	76
04/30/2018 to 05/31/2018	31	4.9490	713	159645	499	1101	69
03/30/2018 to 04/30/2018	31	4.0920	704	132000	413	1188	74
02/28/2018 to 03/30/2018	30	4.8230	707	160767	502	1098	69
01/31/2018 to 02/28/2018	28	5.0840	703	181571	567	1033	65
12/29/2017 to 01/31/2018	33	4.4810	700	135788	424	1176	73
11/30/2017 to 12/29/2017	29	3.9600	692	136552	427	1173	73
10/30/2017 to 11/30/2017	30	3.9190	690	130633	408	1192	74
09/29/2017 to 10/31/2017	32	4.3050	681	134531	420	1180	74
Total		54.669		14387		1150	72



FY17							
08/31/2017 to 09/29/2017	29	3.7860	680	130552	408	1192	75
07/31/2017 to 08/31/2017	31	4.9880	677	160903	503	1097	69
06/30/2017 to 07/31/2017	31	3.7290	676	120290	376	1224	77
05/31/2017 to 06/30/2017	30	4.8780	667	162600	508	1092	68
04/28/2017 to 05/31/2017	33	4.5090	655	136636	427	1173	73
03/31/2017 to 04/28/2017	28	4.7940	650	171214	535	1065	67
02/28/2017 to 03/31/2017	31	4.1970	651	135387	423	1177	74
01/31/2017 to 02/28/2017	28	4.3580	637	155643	486	1114	70
12/30/2016 to 01/31/2017	32	4.3580	637	136188	426	1174	73
11/30/2016 to 12/30/2016	30	4.5100	635	150333	470	1130	71
10/31/2016 to 11/30/2016	30	5.0160	634	167200	523	1078	67
09/30/2016 to 10/31/2016	31	4.2480	634	137032	428	1172	73
Total		53.3710		146222	457	1143	71
TRA LINE:							
Agreement Capacity							
Development Line Segment S-1 - 0.623 MGD, 973 LUE, 1946 SFE							
TRA Line Segment B - 0.623 MGD, 973 LUE, 1946 SFE							
TRA Line Segment C - 1.373 MGD, 1731 LUE, 3462 SFE							
TRA Line Segment D - 1.373 MGD, 1731 LUE, 3462 SFE							
FY19							
February 2109	28	0.4000	2	14286	45	1901	98
January 2019	31	0.2387	2	7700	24	1922	99
December 2018	31	0.3657	2	11797	37	1909	98



TABLE 4.1 TOWN OF ARGYLE Wastewater and Roadway Impact Fee Study Land Use Vehicle-Mile Equivalency			
Category	Land Use	Unit	Service Unit Factor (VM/Unit)
Residential			
	Single Family	DU	3.12
	Apt/Townhouse	DU	1.76
	Retirement Community	DU	0.71
	Independent Sr Living	DU	0.66
	Others not specified	DU	3.12
Office			
	General Office	1000 GFA	4.60
	Corporate Headquarters	1000 GFA	4.33
	Medical-Dental	1000 GFA	13.32
	U.S. Post Office	1000 GFA	12.37
	Business Park	1000 GFA	4.12
	Research & Development	1000 GFA	3.45
	Others not specified	1000 GFA	4.60
Commercial			
	Retail/shopping center	1000 GFA	4.50
	Quality restaurant	1000 GFA	6.23
	Fast Food with drive thru	1000 GFA	17.38
	High turnover restaurant	1000 GFA	8.08
	Gas Station w/ convenience	1000 GFA	9.96
	Convenience market w/gas	1000 GFA	6.11
	Convenience market	1000 GFA	5.28
	Grocery/supermarket	1000 GFA	5.55
	Discount club	1000 GFA	3.81
	Auto sales	1000 GFA	3.36
	Video rental store	1000 GFA	4.59
	Bank	1000 GFA	15.44
	Pharmacy-Drug /w Drive	1000 GFA	1.64
	Apparel store	1000 GFA	2.22
	Movie theater	Screens	18.20
	Furniture store	1000 GFA	0.37
	Home Improvement Super Store	1000 GFA	2.16
	Hardware/paint store	1000 GFA	2.68
	Building materials/lumber store	1000 GFA	2.49
	Nursery(garden center)	1000 GFA	2.09
	Nursery (wholesale)	1000 GFA	1.75



	Motel	Rooms	0.93
	All suites hotel	Rooms	1.08
	Auto care center	1000 GFA	3.13
	Quick Lube shop	1000 GFA	3.11
	Auto parts sales	1000 GFA	3.58
	Tire Superstore	1000 GFA	3.86
	Wholesale tire store	1000 GFA	2.93
	Mini-warehouse/self storage	1000 GFA	0.81
	Others not specified	1000 GFA	4.50
	Industrial		
	General light industrial	1000 GFA	3.03
	Manufacturing	1000 GFA	3.17
	Industrial park	1000 GFA	3.39
	Warehousing	1000 GFA	1.97
	Others not specified	1000 GFA	3.03
	Institutional		
	Private school (K-12)	Students	0.33
	Junior/community college	Students	0.24
	University/college	Students	1.64
	Day care center	1000 GFA	2.33
	Hospital	1000 GFA	2.80
	Nursing home	Beds	0.54
	Assisted living center	Beds	0.54
	Place of worship	1000 GFA	0.75

VM = Vehicle Mile

DU = Dwelling Unit

GFA = Gross Floor Area

GLA = Gross Leasable Area



TABLE 4.2
TOWN OF ARGYLE
Roadway Impact Fee Study
Peak Hour Trip Generation

Land Use	Existing Condition				Future Addition			
	Units	Quantity	Table 4.1 Factor	Vehicle-Mile Trip Generation	Quantity	% Increase	Factor	Vehicle-Mile Trip Generation
Single Family								
Large Lot	DU	734	3.12	2290	124	17	3.12	387
Small Lot	DU	725	3.12	2262	705	97	3.12	2200
Commercial/Retail	Per/1000 SQ FT	191.8	4.5	863	42	22	4.5	190
Post Office	Per/1000 SQ FT	6.1	12.37	75				0
City Hall	Per/1000 SQ FT	12.1	4.6	56				0
Churches	Per/1000 SQ FT	69.9	0.75	52	10	15	0.75	8
Schools Argyle ISD	Persons	3034	0.24	728	524	17	0.25	131
Schools Liberty Christian	Persons	1550	0.33	512	305	20	0.33	101
TOTAL				6838				3016
Total 2030 Vehicle-Mile Trips								9854
Total Trip Increase (%)								44
Percent CIP Utilization								44
Average Increase Per Year (%)								3.72

Notes:

1. Vehicle-Mile Trip Generation = Quantity * Table 4.1 Factor
2. Future Addition Single Family quantity from population increase distribution
3. Future Addition Commercial/Retail quantity = 22 percent growth in square footage
4. Future Addition Church quantity = 15 percent growth in Church square footage
5. Future Addition School quantity = 1 person for each new single family dwelling



TABLE 4.3
TOWN OF ARGYLE
Roadway Impact Fee Study
LOS D Roadway Capacity

Roadway Facility	Roadway Designation	Vehicle per Hour per Lane -Mile
Divided Arterial	DA	625
Undivided Arterial	UA	600
One-Way Roadway	OW	625
Divided Arterial (No Continuous Turn Lane)	SA	625
Divided Collector	DC	500
Undivided Collector	UC	450

Hourly Capacities taken from 2010 Roadway Impact Fee Study by Freese & Nichc



TABLE 4.4
TOWN OF ARGYLE
Roadway Impact Fee Study
Existing Roadway Capacity

Peak Hour Factor 0.11

Street	Location	Length Miles	2008 Count	2009 Count	2010 Count	2011 Count	2012 Count	2013 Count	2014 Count	2015 Count	2016 Count	2017 Count	2018 Count	5 Year Average	Maximum Last 5 Year	5 Year Average Peak Hour	Maximum Last 5 Year Peak Hour	LOS D PKHR /LANE	VMT Supply	VMT Demand	VMT Capacity
Crawford Rd	E. of L.S. #1	0.12	4235	5044	4269	4450	4558	4810	5410	5937	6864	7026	7705	6588	7705	725	848	450	108	102	8
Crawford Rd	E. of C. Taylor Rd.	1.31	1947	2488	2207	2676	3124	3375	1883	3411	4181	9056	9690	5645	9690	621	1066	450	1179	1396	-217
C Taylor	S. of Crawford	0.95	570	532	505	571	578	790	737	583	619	646	1451	807	1451	89	160	450	855	152	703
Country Club Rd	E. of 377	0.86	5057	5101	4789	3819	6193	4730	3949	4700	2942	4953	5712	4451	5712	490	628	450	774	540	234
Denton(Hickory Hill)	W. of Mesquite	1.5	1317	1360	1290	1912	1410	1239	1647	1415	1144	1246	1334	1357	1647	149	181	450	1350	272	1078
Frenchtown	E. of Stonecrest/W. of Charyl	0.11	1192	820	1182	1296	1523	1673	969	1556	1038	1555	2700	1564	2700	172	297	450	99	33	66
Frenchtown	E. of 377	1.96	981	2580	2894	1738	1755	1675	1150	1895	2059	2011	1740	1771	2059	195	226	450	1764	444	1320
Harpole	W. of Hwy 377	0.25	366	388	431	597	578	598	363	429	385	408	419	401	429	44	47	450	225	12	213
Harpole	E. of 377	0.44	655	663	1060	1112	1199	921	920	1212	1096	968	923	1024	1212	113	133	450	396	59	337
Harpole	E. of Shadowwood	0.4	620	618	606	492	595	463	258	402	540	511	443	431	540	47	59	450	360	24	336
Harpole	W. of S. Gibbons	1.14	565	255	521	504	372	516	516	545	689	1510	424	737	1510	81	166	450	1026	189	837
Harpole	E. of S. Gibbons	0.8	430	354	631	539	394	385	426	508	571	790	464	552	790	61	87	450	720	70	650
N Gibbons	N. of Harpole	0.87	377	539	1182	776	603	732	350	497	954	584	1022	681	1022	75	112	450	783	98	685
S Gibbons Road	N. of 407	0.45	368	422	1022	657	682	652	595	568	775	1225	1245	882	1245	97	137	450	405	62	343
S Gibbons Road	N. of Frenchtown	0.47													1245		137	450	423	64	359
Old Justin	E. of C. Taylor	1.52	457	306	424	414	408	416	550	525	519	594	748	587	748	65	82	450	1368	125	1243
Old Justin Rd.	E. of W. Front	0.29	-	-	-	-	-	1966	2155	2360	2500	2478	3173	2533	3173	279	349	450	261	101	160
Sam Davis	E. of I-35	0.41	73	68	50	56	78	74	72	78	72	113	148	97	148	11	16	450	369	7	362
Sam Davis	W. of Stonecrest	1.1	180	228	238	261	243	200	171	364	386	206	451	316	451	35	50	450	990	55	935
Stonecrest	S. Harb/ N. Sam Davis	0.19	295	245	272	350	406	395	229	391	436	677	530	453	677	50	74	450	171	14	157
Stonecrest	N. of 407	0.54	346	301	289	327	400	340	266	386	363	401	977	479	977	53	107	450	486	58	428
Stonecrest	S. of 407	0.38	814	801	1250	1024	1049	1103	568	1754	1774	2413	2511	1804	2511	198	276	450	342	105	237
Stonecrest	S. of Frenchtown	0.09	1378	833	1414	1540	1445	2043	1447	2591	1420	2288	2697	2089	2697	230	297	450	81	27	54
Stonecrest	S. of Forest Trail	0.81	934	493	1025	1274	1034	988	994	1653	1051	1450	1313	1292	1653	142	182	450	725	147	582
Total		16.96																15264	4154		11110



TABLE 4.5 TOWN OF ARGYLE Roadway Impact Fee Study Roadway CIP Project Cost Summary		
Project Name	Phase 1 Estimated Project Cost	Phase 1 Maximum Eligible Cos
Crawford Road Ph 1 Imp	\$3,463,600	\$1,731,800
Old Justin Road Ph 1 (IH 35 to Gateway) Imp	\$1,167,633	\$583,817
Old Justin Road Ph 1 (Gateway to 377) Imp	\$4,212,189	\$2,106,095
Hickory Hill Road Ph 1 (377 to E Hickory Ridge Cr)	\$2,025,020	\$1,012,510
Hickory Hill Road Ph 1 (Hickory Ridge Cr to Gibbons)	\$1,959,759	\$979,880
Sam Davis Road Ph 1 (IH 35 to Gateway) Imp	\$1,655,311	\$827,656
Harbole Road Ph 1 Imp	\$1,550,690	\$775,345
C. Taylor Road Ph 1 Imp	\$3,569,725	\$1,784,863
Gateway Blvd Ph 1 (Old Justin Rd to Sam Davis)	\$3,724,518	\$1,862,259
Gateway Blvd Ph 1 (Sam Davis to FM 407)	\$3,180,371	\$1,590,186
Gateway Blvd Ph 1 (FM 407 to Avalon Blvd)	\$3,199,080	\$1,599,540
Gibbons Road Ph 1 (Hickory Hill Rd to FM 407) Imp	\$3,557,106	\$1,778,553
Total	\$33,265,002	\$16,632,501



**TABLE 4.18
TOWN OF ARGYLE
Roadway Impact Fee Study
Proposed Phase 1 Roadway Capacity**

Peak Hour Factor 0.11

Street	Location	Length Miles	Estimated PKHR /LANE	VMT Supply	Existing VMT Demand	VMT Capacity
Crawford Rd	IH 35 to 377	1.4	550	1540	1396	144
C Taylor	S. of Crawford	0.95	525	997.5	152	846
Country Club Rd	E. of 377	0.86	450	774	540	234
Denton(Hickory Hill)	W. of Mesquite	1.5	525	1575	272	1303
Frenchtown	E. of Stonecrest/W. of Charyl	0.11	450	99	33	66
Frenchtown	E. of 377	1.96	450	1764	444	1320
Harpole	W. of Hwy 377	0.25	450	225	12	213
Harpole	E. of 377	0.44	450	396	59	337
Harpole	E. of Shadowwood	0.4	525	420	24	396
Harpole	W. of S. Gibbons	1.14	450	1026	189	837
Harpole	E. of S. Gibbons	0.8	450	720	70	650
N Gibbons	N. of Harpole	0.87	525	913.5	98	816
S Gibbons Road	N. of 407	0.45	525	472.5	62	411
S Gibbons Road	N of Frenchtown	0.47	450	423	64	359
Old Justin	E. of C. Taylor	1.52	525	1596	125	1471
Old Justin Rd.	E. of W. Front	0.29	525	304.5	101	204
Sam Davis	W of Gateway	0.41	450	369	7	362
Sam Davis	W. of Stonecrest	1.1	450	990	55	935
Stonecrest	S. Harb/ N. Sam Davis	0.19	450	171	14	157
Stonecrest	N. of 407	0.54	450	486	58	428
Stonecrest	S. of 407	0.38	450	342	105	237
Stonecrest	S. of Frenchtown	0.09	450	81	27	54
Stonecrest	S. of Forest Trail	0.81	450	729	147	582
New Road	Near Corral City	0.36	450	324	0	324
Gateway	S of Old Justin Road	2.49	525	2614.5	0	2615
Total		19.78		19352.5	4054	15299





TOWN COUNCIL STAFF REPORT

Meeting Date: March 24, 2020

To: Mayor and Members of the Town Council

From: Angie Manglaris, Development Coordinator

Subject: Specific Use Permit for Honey's Farm Wedding and Event Venue

Project Update:

On March 6, 2020, the applicant formally requested the Specific Use Permit Application for Honey's Farm Wedding and Event Venue be withdrawn from consideration. The Public Hearing Notice for this SUP was advertised in the Denton Record Chronicle for the March 24, 2020 Town Council Meeting. Town Council will still need to formally open and close the public hearing. Included in tonight's packet is the withdraw request from the applicant.

Purpose:

PUBLIC HEARING: Consider and take appropriate action on an ordinance for a Specific Use Permit (SUP-20-002) for Honey's Farm, a proposed wedding and event venue to be located at 1802 Knight Street, being legally described as Lots 1-2, Block A, Myles Addition, Town of Argyle, Denton County, Texas.

Existing Condition of Property:

The subject property, zoned Residential Estates-2.5 (SF-2.5), is platted into two separate lots, is approximately six (6) acres and is accessed from Knight Street, a private street. The property has clusters of mature trees and Lot 1 has been improved with a single-family residence, Lot 2 is currently unimproved.

Adjacent Existing Land Uses and Zoning:

North: Single-family residences zoned SF-2.5 - Residential Estates 2.5 acres
 South: Single-family residences zoned SF-2.5 - Residential Estates 2.5 acres
 East: Single-family residences zoned SF-2.5 - Residential Estates 2.5 acres
 West: Single-family residences zoned SF-2.5 - Residential Estates 2.5 acres

Background:

The subject property was platted into two (2) lots as part of the Myles Addition in April 2014. A single-family residence was constructed on Lot 1 and Lot 2 is unimproved with open pasture and a few mature trees. The property is zoned Residential Estate-2.5 (SF-2.5).

Development Review Analysis:

The applicant and owner, Robert Myles, is requesting approval of a Specific Use Permit (SUP) to allow a new “wedding event facility” to be located on a residential-zoned property. In 2013, the Town of Argyle Town Development Standards (TDS) was amended to allow this type of use in residential areas by SUP approval by the Town Council. This subject property is currently zoned SF-2.5 which allows this use by approval of a SUP.

The applicant is requesting to add a new barn structure and detached arbor to serve as a wedding and event venue. The proposed barn structure, arbor and parking lot to serve the facility will be situated on the undeveloped lot (Lot 2, Block A) The applicant intends to reside in the single-family residence situated on the adjacent property (Lot 1, Block A). The proposed building consists of 5,918 sq. ft. of air-conditioned space, 1,822 sq. ft. of non-air-conditioned space. The proposed structure will meet the same development standards such as setbacks and building and fire code requirements for buildings on a residential property. The applicant is requesting an exception to the building height requirements in the SF-2.5 Zoning District.

The applicant is requesting a variance to the maximum allowed building height in SF-2.5. Within the SF-2.5 zoning district, an accessory building specifically used for agricultural purposes can have a max. height of 35’ but all other accessory buildings for any non-agricultural uses are only permitted up to 20’ max. height. The applicant has proposed a building with a ridge height of 33’-7” and an overall height of 42’-9”.

Points of Access:

This property is fronting onto Knight Street, which is a privately owned and maintained street in the Town of Argyle. Knight Street is accessed from FM 1830. The applicant will be adding a new driveway off Knight Street leading to the wedding and event facility. Driveway permits are required when a new driveway is constructed to provide ingress and egress on to any public street. Because Knight Street is a private drive, the applicant will not be required to submit a driveway permit as part of this project.

Parking:

The applicant is proposing to provide on-site parking using a mix of gravel surface and Techno Earth permeable pavers in lieu of a standard non-residential style parking lot with concrete paving, parking stripes, and parking light poles as stated in Section 14.3.66 of the TDS. The parking lot will be situated along the west and north boundaries of Lot 2 and use Edison bulbs to provide lighting. Per Section 14.3.66-6 of the TDS, “*Places of public assembly not listed*” requires one (1) space for every three (3) seats provided. The proposed structure seats a maximum of 200 people, requiring a minimum of sixty-seven (67) parking spaces. The applicant is proposing sixty-eight (68) parking spaces on-site. The applicant is working with the owners of DFW Argyle Business Park, LLC. on the east side of FM 1830 to provide guests and employees an overflow parking option.

In addition to parking and drive isles, the applicant will be providing a fire lane for additional fire protection. The fire lanes shall be in accordance with Section 14.2.90.18 Fire Lanes of the TDS and be reviewed by the Argyle Fire District. Fire lanes are required to be a minimum width of twenty (20) feet and shall have a vertical clearance of fourteen (14) feet. Fire lanes shall have a minimum inside turning radius of twenty-five (25) feet and a minimum outside turning radius of forty-five (45) feet. All fire lanes shall be constructed of an all-weather pavement designed and maintained to support a 12,500-pound wheel loading.

Signage:

The applicant is the applicant is requesting a variance to allow one (1) sign at the entrance to the property. Section 14.3.77 Home Occupation Regulations does not allow home-based businesses to have signs.

Public Hearing Notice Responses:

Letters were sent out to surrounding property owners within 200' of the subject property pursuant to the Texas Local Government Code, Subsection 211.006(d). Courtesy letters were also sent out to property owners within 1,000' of the subject property pursuant to the Town of Argyle Zoning Ordinance. Of property owners within 200', staff has received six (6) letters in opposition to the request.

Staff Recommendation:

Purpose of this SUP request to consider allowing the land use "Wedding Event Facility" at this location. Staff forwards this SUP request for your consideration with the following conditions:

1. The variance request to allow an increase in the maximum allowed building height to 42'9" be considered.
2. The variance request to allow a sign at a home-based business be considered.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission considered this request at their March 5, 2020 regular meeting. Discussion was held and a motion was made to recommend denial of the Specific Use Permit as presented. The motion carried unanimously by a vote of seven (7) in favor to none (0) opposed.

Attachments:

Applicant Withdraw Notification

Angie Manglaris

From: Israel Demello <israel@execustays.com>
Sent: Friday, March 6, 2020 2:12 PM
To: Angie Manglaris
Subject: Re: Planning and Zoning Commission Meeting- March 5th, 2020

Hey Angie, After hearing all of the opposition we will like to withdraw our proposal. Thank You!

Director of Operations
Myles Property L.L.C.
C:(931)-224-4661

On Thu, Mar 5, 2020 at 9:50 AM Israel Demello <israel@execustays.com> wrote:
Thank you!

Director of Operations
Myles Property L.L.C.
C:(931)-224-4661

On Thu, Mar 5, 2020 at 9:26 AM Angie Manglaris <amanglaris@argyletx.com> wrote:

Morning Israel,

Yes, I've received several over the last few days. The comments are attached are will be provided to the Commission this evening.

Thanks,

Angie Manglaris

Development Coordinator

P: 940.464.7273

F: 940.464.7274

www.argyletx.com



From: Israel Demello <israel@execustays.com>
Sent: Monday, March 2, 2020 9:41 AM
To: Angie Manglaris <amanglaris@argyletx.com>
Subject: Re: Planning and Zoning Commission Meeting- March 5th, 2020

Hey Angie, has anyone sent in opposition letter yet? Would I be able to view them if so?

On Mon, Mar 2, 2020 at 8:13 AM Israel Demello <israel@execustays.com> wrote:

Will do, thank you.

Director of Operations

Myles Property L.L.C.

C:(931)-224-4661

On Mon, Mar 2, 2020 at 8:12 AM Angie Manglaris <amanglaris@argyletx.com> wrote:

Thanks. You may bring a flash drive or email me a presentation prior to the meeting.

Angie Manglaris

Development Coordinator

P: 940.464.7273

F: 940.464.7274

www.argyletx.com



From: Israel Demello <israel@execustays.com>
Sent: Monday, March 2, 2020 8:07 AM
To: Angie Manglaris <amanglaris@argyletx.com>
Cc: David Hawkins <dhawkins@argyletx.com>
Subject: Re: Planning and Zoning Commission Meeting- March 5th, 2020

I will be attending the meeting and would love to give a short presentation.

Director of Operations

Myles Property L.L.C.

C:(931)-224-4661

On Mon, Mar 2, 2020 at 8:05 AM Angie Manglaris <amanglaris@argyletx.com> wrote:

Good morning,

The SUP for Honey's Farm Wedding Venue is set for the Planning and Zoning Commission Meeting on Thursday, March 5th at 6:00 p.m. at Argyle Town Hall. You may view the full agenda here:
https://www.argyletx.com/AgendaCenter/ViewFile/Agenda/_03052020-537

Please plan on attending to answer any questions from the Commission. You may also give a brief presentation to the Commission regarding the project, if you would like.

Let me know if there are any questions.

Thank you,

Angie Manglaris

Development Coordinator

P: 940.464.7273

F: 940.464.7274

www.argyletx.com



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Director of Operations

Myles Property L.L.C.

C:(931)-224-4661



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Discuss and consider appropriate action to engage Vail & Park, P.C. to perform limited scope audits for the Lakes of Argyle Public Improvements District No. 1 and Waterbrook of Argyle Public Improvements District No. 2 for the years ended September 30, 2018 and 2019 and for the six months ended March 31, 2020.

Meeting Date:

March 24, 2020

Requested by:

Councilmember Ron Schmidt
Councilmember Bryan Livingston
As the Audit Committee

Prepared by:

Jeffrey Howell, Interim Town Manager

Background:

During discussion of the Audit Committee regarding the Comprehensive Annual Financial Report it was determined these additional limited scope audits of the PID's would be required to achieve the level of detail desired.

Financial Impact:

Each of these audits will be paid from the respective District funds

Requested Action:

Staff recommends approval of this agreement.

Attachments:

Lakes of Argyle Public Improvement District No. 1 – Engagement Letter
Waterbrook Public Improvement District No. 2 – Engagement Letter

March 10, 2020

To the Town Council and Town Manager
Town of Argyle, Texas
P.O. Box 609
Argyle, TX 76226

We are pleased to confirm our understanding of the services we are to provide for Lakes of Argyle Public Improvements District No. 1 (the "District") for the years ended September 30, 2018 and 2019, and for the six months ended March 31, 2020.

We will audit the financial statements of the District, which comprise the statements of net position as of September 30, 2018 and 2019, and as of March 31, 2020, and the related statements of activities, and cash flows for the years ended September 30, 2018 and 2019, and for the six months ended March 31, 2020, and the related notes to the financial statements (the financial statements).

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the management of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention,

unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Other Services

We will assist in preparing the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

You are responsible for designing, implementing, and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You agree to assume all management responsibilities for the financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Mike Vail is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately April 1, 2020.

We estimate that our fees for the audit and other services will be \$14,250 (\$4,750 for each year or period) for the years ended September 30, 2018 and 2019, and for the six months ended March 31, 2020. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Additional expenses are estimated to be \$200. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered according to the Schedule 1 (Tentative Audit Schedule) attached as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



RESPONSE:

This letter correctly sets forth the understanding of Lakes of Argyle Public Improvements District No. 1.

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Schedule 1

Lakes of Argyle Public Improvements District No. 1

Tentative Audit Schedule

For the Years ended September 30, 2018 and 2019 and

For the Six Months ended March 31, 2020

<u>Phase</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>	<u>Associated Fee</u>
1 – Planning, risk assessment and internal control documentation procedures	Wednesday, April 1, 2020	Friday, April 3, 2020	\$3,250
2 – Confirmation selection and mailing	Monday, April 6, 2020	Tuesday, April 7, 2020	\$750
3 – Audit fieldwork	Monday, April 20, 2020	Friday, April 24, 2020	\$5,500
4 – Report preparation and GAAP Disclosure Checklist	Monday, May 4, 2020	Tuesday, May 5, 2020	\$2,000
5 – Report issuance	Friday, May 15, 2020	Friday, May 15, 2020	\$1,750
6 – Presentation of audit results to the Town Council	TBD	TBD	\$1,000

March 10, 2020

To the Town Council and Town Manager
Town of Argyle, Texas
P.O. Box 609
Argyle, TX 76226

We are pleased to confirm our understanding of the services we are to provide for Waterbrook of Argyle Public Improvement District No. 2 (the "District") for the years ended September 30, 2018 and 2019, and for the six months ended March 31, 2020.

We will audit the financial statements of the District, which comprise the statements of net position as of September 30, 2018 and 2019, and as of March 31, 2020, and the related statements of activities, and cash flows for the years ended September 30, 2018 and 2019, and for the six months ended March 31, 2020, and the related notes to the financial statements (the financial statements).

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the management of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Audit Procedures

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention,

Waterbrook of Argyle Public Improvement District No. 2 – 2018-2020 Audit Engagement Letter

unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Other Services

We will assist in preparing the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

You are responsible for designing, implementing, and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You agree to assume all management responsibilities for the financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Mike Vail is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately April 1, 2020.

We estimate that our fees for the audit and other services will be \$14,250 (\$4,750 for each year or period) for the years ended September 30, 2018 and 2019, and for the six months ended March 31, 2020. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Additional expenses are estimated to be \$200. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered according to the Schedule 1 (Tentative Audit Schedule) attached as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



RESPONSE:

This letter correctly sets forth the understanding of Waterbrook of Argyle Public Improvement District No. 2.

Signature: _____

Title: _____

Date: _____

Signature: _____

Title: _____

Date: _____

Schedule 1

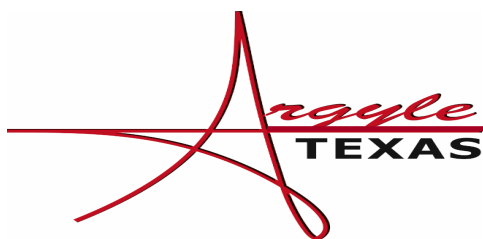
Waterbrook of Argyle Public Improvement District No. 2

Tentative Audit Schedule

For the Years ended September 30, 2018 and 2019 and

For the Six Months ended March 31, 2020

<u>Phase</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>	<u>Associated Fee</u>
1 – Planning, risk assessment and internal control documentation procedures	Wednesday, April 1, 2020	Friday, April 3, 2020	\$3,250
2 – Confirmation selection and mailing	Monday, April 6, 2020	Tuesday, April 7, 2020	\$750
3 – Audit fieldwork	Monday, April 20, 2020	Friday, April 24, 2020	\$5,500
4 – Report preparation and GAAP Disclosure Checklist	Monday, May 4, 2020	Tuesday, May 5, 2020	\$2,000
5 – Report issuance	Friday, May 15, 2020	Friday, May 15, 2020	\$1,750
6 – Presentation of audit results to the Town Council	TBD	TBD	\$1,000



Town Council STAFF REPORT

Meeting

Date: March 24, 2020

To: Mayor and Members of Town Council

From: Angie Manglaris, Development Coordinator

Subject: Site Plan – Rapid Med

Purpose:

Consider and take appropriate action on a Site Plan (SP-20-001) for Rapid Med, a proposed 5,825 square-foot medical office, located on approximately 1.03 acres of land, legally described as Tracts 16-18, a portion of Stephan A. Chambers Survey, Abstract No. 308, located in the Town of Argyle, Denton County, Texas.

Existing Condition of Property:

The property is zoned Village Center-Mixed Use (VC-MU) and is unimproved pasture with no existing trees on site.

Adjacent Existing Land Uses and Zoning:

North: Undeveloped property zoned OR – Office Retail
 South: Johnny Joe’s Gas Station zoned OR – Office Retail
 East: TTN Fleet Solutions zoned CF – Community Facilities
 West: US 377 Right-of-Way

Background:

On April 23, 2019, Argyle Town Council considered and Zoning Change Request and Master Development Plan for the subject property. The Master Development Plan included one (1) non-residential building and no residential lots. Town Council approved a zoning change and Master Development Plan (MDP) for this property from A (Agricultural) to VC-MU (Village Center - Mixed Use) with the following conditions:

1. The applicant shall provide a note that vehicular access connection to south property be provided when the adjacent tract is developed.
2. The variance request to waive the sidewalk requirement along US 377 be granted.

Development Review Analysis:

The applicant, COLO Development Partners, on behalf of the owners Pelayo Enterprises, LLC., is submitting a Site Plan for construction of a 5,825 square-foot medical office facility. The Site Plan has been reviewed for compliance with the recent zoning change request for VC-MU (Village Center-Mixed Use).

Consistency with the VC-MU (Village Center-Mixed Use) Zoning:

Town staff and the Development Review Committee have reviewed the Site Plan application and have determined that the applicant has demonstrated compliance with all minimum requirements of both the VC-MU Development Standards and as approved by Ordinance No. 2019-11 specific to this property in regard to parking, building articulation, open space, interior landscaping, drainage and utilities.

Area Regulations:

The proposed Site Plan meets all the minimum area regulations of VC-MU regulations apart from the setback from a Type "B" frontage street (Cook Street). Village Center-Mixed Use has a setback of five feet (5') along Type "B" street frontages. Due to site configuration and building orientation, the applicant is requesting the proposed medical building be granted a variance to allow for a 0.2-foot setback from the north property line along Cook Street in lieu of the required five-foot (5') setback. Included in tonight's packet is a narrative from the applicant explaining this variance request.

Parking

Per Section 14.3.66-6 of the Town Development Standards (TDS), "*Medical or Dental Office*" uses require one (1) space for each 150 square feet of floor area. The proposed medical office is 5,825 sq. ft., requiring a minimum of thirty-nine (39) parking spaces. The applicant has provided a total of forty-three (43) parking spaces on site.

Per FBC, the applicant is required to provide bicycle parking for nonresidential uses at a rate of five percent (5%) of all off-street automobile parking spaces provided. The applicant has provided the required amount of bicycle parking as part of the Site Plan.

Signage:

The applicant has submitted a sign package for the proposed medical facility and is requesting an exception to the Sign Regulations as part of this Site Plan Package. Section 14.4.14 Wall Signs of the Town Development Standards allows up to two (2) signs for buildings situated on a corner lot. The applicant has submitted a sign package to request approval of a total of five (5) wall signs.

Section 14.4.4 of the TDS allows for Town Council, with a recommendation from Planning and Zoning Commission, to consider exceptions to the Sign Regulations as part of a Site Plan Application. Included in tonight's packet is the proposed sign package from the applicant as well as a letter explaining the variance request.

Landscape Requirements:

Under the Form Based Code (FBC) regulations, the applicant is required to dedicate a minimum of fifteen percent (15%) of the overall site to open space. The proposed site plan meets the minimum requirement and consists of 35.3% open space.

Section 14.3.67 Landscape requirements of the TDS outlines the requirements of interior and non-vehicular parking for the site. The TDS requires a ten percent (10%) of parking area be dedicated to landscaping and a landscaped parking island be provided every 400' to provide relief from concrete. The applicant has provided 10.8% of interior landscaped area and has included the required landscaped islands and overstory trees per 400' to satisfy the requirements of the TDS.

Per FBC regulations, there is a landscape buffer requirement along the street frontage of US 377. The FBC requires three (3) canopy trees, six (6) ornamental trees and eight (8) shrubs per one hundred feet (100') of street frontage. The applicant has approximately 91.68 linear feet along US 377 and has provided the required landscape buffer along the street frontage as required by the FBC. In addition to the required landscape buffer along US 377, the applicant is also required to plant three (3) street trees per one hundred linear feet (100') of street frontage. The applicant has complied with the street tree requirements and has provided three (3) trees along US 377.

At the March 5, 2020 Planning and Zoning Commission meeting, the applicant requested the Commission to consider waiving the street tree requirements along US 377 (west property line) due to the US 377 expansion project. The Commission considered this request at their meeting and granted the street tree waiver along US 377 with the condition that the three (3) required street trees be planted in the designated open space area on the eastern portion of the property.

The applicant is required to plant street trees at a rate of one (1) tree per thirty linear feet (30') of street frontage on a public right-of-way. The property line along Cook Street is 320 linear feet and the applicant is required to plant eleven (11) street trees along the Cook Street Frontage. The applicant has satisfied the street tree requirements along Cook Street.

Building Design Standards:

The applicant is proposing to utilize stone and stucco exterior finishes with metal accents such as canopies and roofs for the proposed project. Due to the passage of HB 2439, effective September 1, 2019, which limits the Town's regulatory authority of building exterior finishes, the proposed exterior finishes are allowed and do not require a variance request to the TDS. The proposed building meets the required architectural standards of the FBC by providing jogs in the building footprint to provide architectural relief; using building articulation to create pedestrian interest; and including a variety of architectural features such as awnings, windows, canopies and a mixture of building materials.

Tree Preservation:

The subject property does not have any protected trees on site; therefore, a tree survey is not required for this application.

Infrastructure Adequacy:

Water and sewer utilities are available to be extended to this site with sufficient capacity to serve the development. The applicant is proposing to service the development with a sanitary sewer line extension. If approved, full civil construction plans for pavement, 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.

Staff Recommendation:

Town staff forwards this Site Plan request for your consideration with the following condition:

1. The variance request to allow a reduction of building setback along Cook street from 5'-0" to 0.2' to be considered.

P&Z Commission Recommendation:

The Planning and Zoning Commission considered this request at their March 5, 2020 regular meeting. Discussion was held and a motion was made to approve the Site Plan with the following conditions:

1. The variance request to allow for a reduction of building setback along Cook Street from 5'-0" to 0.2' shall be allowed.
2. The variance request to allow for five (5) wall signs shall be allowed.
3. The request to waive street tree requirements along US 377 shall be granted and the applicant shall place the three (3) required street trees in the open space area along the eastern portion of the site.

Attachments:

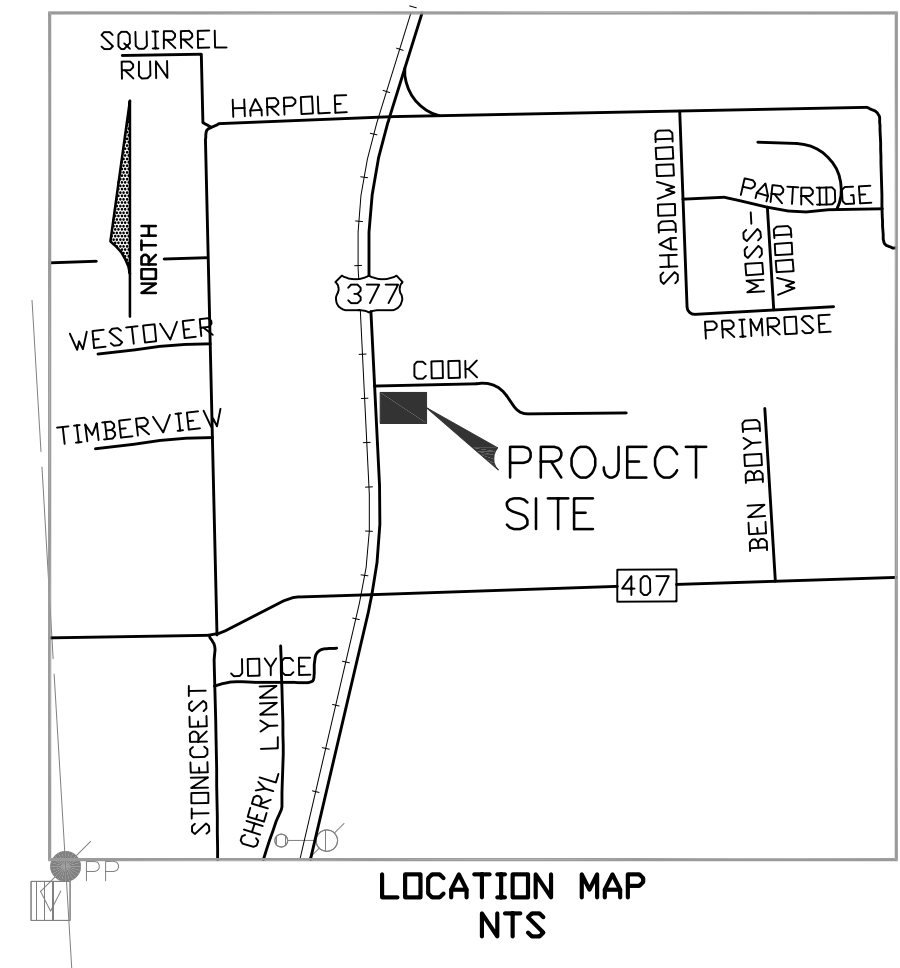
Site Plan Exhibits

Letter from Applicant on Type "B" Street Setback Variance

[Sign Package Request](#)

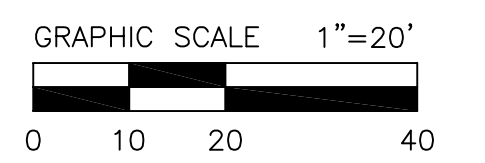
[Street Tree Waiver Letter](#)

Approved Cook Street MDP Ordinance (Ord. 2019-11)



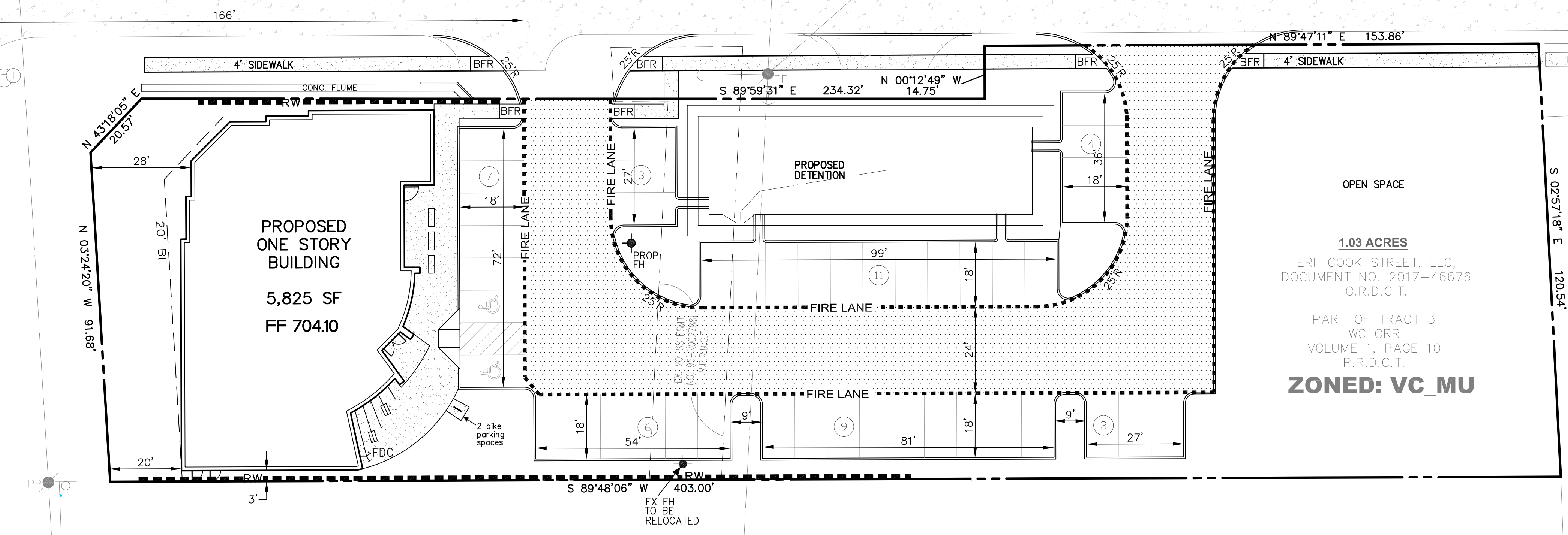
US TRINITY HOLDINGS INC
ZONED: OR

ARGYLE ISD
ZONED:CF



U.S. HIGHWAY 377
120' R.O.W. VOL. 3408, PG. 576

COOK STREET
40, ROAD EASEMENT
VOLUME 453, PAGE 471
O.R.D.C.T.



1.03 ACRES
ERI-COOK STREET, LLC,
DOCUMENT NO. 2017-46676
O.R.D.C.T.
PART OF TRACT 3
WC ORR
VOLUME 1, PAGE 10
P.R.D.C.T.
ZONED: VC_MU

LOTS 1R & 2R, BLOCK A
OPTIMAL HOLDINGS, LLC ADDITION
DOCUMENT NO. 2019-33
P.R.D.C.T.
ZONED:CF

BILL FARMER AND WIFE,
KAYLIN MICHEL FARMER
DOCUMENT NO. 94-R0017383
R.P.R.D.C.T.
ZONED: OR

- LIGHT DUTY PAVEMENT**
5" - 3500 P.S.I. CONCRETE REINFORCED WITH #3 BARS @ 18" O.C.E.W. ON CEMENT STABILIZED SUBGRADE
- FIRE LANE PAVEMENT**
6" - 3,500 P.S.I. CONCRETE PAVEMENT REINFORCED WITH #3 BARS @ 18" O.C.E.W. ON CEMENT STABILIZED SUBGRADE.

OWNER:
DR. JOHN GOMEZ
C/O PELAYO ENTERPRISES, LLC
8501 FM 407
DOUBLE OAK, TEXAS 75077

DEVELOPER:
COLO DEVELOPMENT PARTNERS
319 W. OAK ST
DENTON, TEXAS 76201
940-395-4218
CONTACT: STEPHEN SHANNON

ENGINEER:
MARSHALL GAGE LLC
207 E VIRGINIA SUITE 216
MCKINNEY, TEXAS 75069
PH: (972) 986-9018
CONTACT: SCOTT CARUTHERS

SITE PLAN DATA	
LOT 1, BLOCK 1: 1.03 ACRES 44,882 SF	
PROPOSED USE: URGENT CARE MEDICAL CLINIC	
BUILDING AREA	5,825 SF
PARKING REQUIRED:	
1 SPACE PER 150 SF (5,825 \ 150) =	39 SPCS
HANDICAP PARKING REQUIRED:	2 SPCS
HANDICAP PARKING PROVIDED:	2 SPCS
TOTAL PARKING PROVIDED:	43 SPCS
BIKE PARKING REQUIRED:	2
BIKE PARKING PROVIDED:	2
OPEN SPACE AREA**:	15,871 SF
OPEN SPACE %:	35.3 %
DETENTION AREA:	3,707 SF
** OPEN SPACE AREA DOES NOT INCLUDE DETENTION AREA	

SITE PLAN GENERAL NOTES:

- PROPERTY TO USE EXISTING DUMPSTER ON THE EASTERN ADJACENT PROPERTY
- ALL SITE SIGNAGE AND PAVEMENT MARKINGS INCLUDING FIRE LANE SHALL COMPLY WITH THE TOWN DEVELOPMENT STANDARDS AT TIME OF SIGN PERMIT.
- PROPERTY OWNER SHALL ALLOW FUTURE CROSS ACCESS CONNECTIONS AS PROPERTIES TO THE EAST AND/OR SOUTH REDEVELOP WITH COMMERCIAL USES.
- ALL SITE LIGHTING SHALL MEET THE MINIMUM REQUIREMENT OF THE TOWN DEVELOPMENT STANDARDS

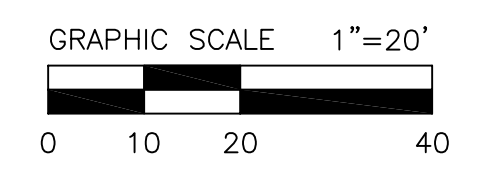
SITE PLAN
Rapid Med Urgent Care

A0308A TRACTS 16, 17 & 18
S.A. CHAMBERS SURVEY, ABSTRACT NO. 308
TOWN OF ARGYLE, DENTON COUNTY, TEXAS

DR. JOHN GOMEZ
C/O PELAYO ENTERPRISES, LLC
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DOUBLE OAK, TEXAS 75077
OWNER

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MCKINNEY, TEXAS 75069
ENGINEER
(214) 986-9018



REVISIONS DURING PLAN REVIEW

NO.	REVISIONS DURING CONSTRUCTION	BY	DATE	NO.	REVISIONS DURING PLAN REVIEW	BY	DATE

Marshall Gage LLC
civil engineering planning

207 E. Virginia Suite 216
McKinney, TX. 75069
Main 214-986-9018

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NO. REVISIONS DURING CONSTRUCTION

BY

DATE

NO. REVISIONS DURING PLAN REVIEW

BY

DATE

FOR REVIEW ONLY

RAPID MED URGENT CARE

TOWN OF ARGYLE
DENTON COUNTY, TEXAS

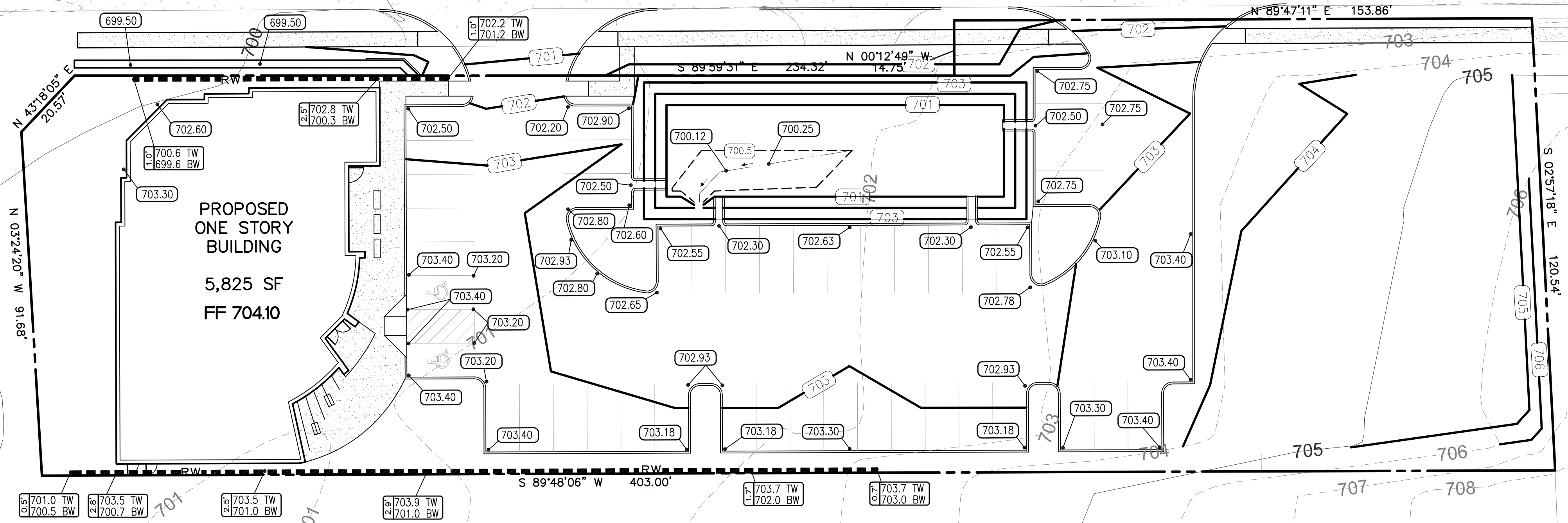
GRADING PLAN

Scale: _____
Date: _____
Drawn By: _____
Checked By: _____

Drawing Number:
6
MG Job Number:

COOK STREET
40, ROAD EASEMENT
VOLUME 453, PAGE 471
O.R.D.C.T.

U.S. HIGHWAY 377
120' R.O.W. VOL. 3408, PG. 576



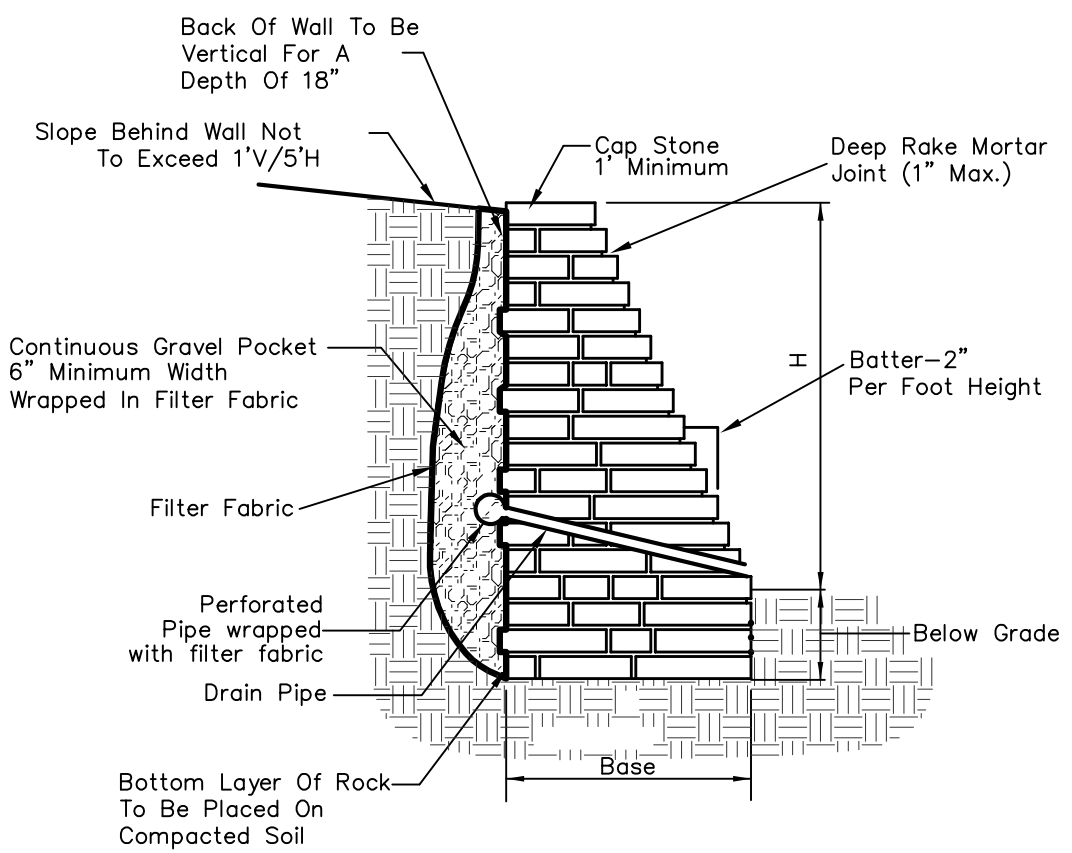
SITE GRADING NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO START OF EARTHWORK AND SHALL NOTIFY THE ARCHITECT AND ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.
2. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL USE SILT FENCES AND/OR STRAW BALES (OR OTHER METHOD APPROVED BY THE TOWN OF ARGYLE) AS REQUIRED TO PREVENT SILT AND CONSTRUCTION DEBRIS FROM FLOWING ONTO ADJACENT PROPERTIES. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, OR LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES. CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES UPON COMPLETION OF PERMANENT DRAINAGE FACILITIES AND THE ESTABLISHMENT OF A STAND OF GRASS OR OTHER GROWTH TO PREVENT EROSION.
3. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, OR BY OTHER MEANS APPROVED BY THE ARCHITECT, ENGINEER, AND THE OWNER, AT NO ADDITIONAL COST TO THE OWNER.
4. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE, AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OWNER. ALL TREES NOT REMOVED SHALL BE GUARDED AND PRESERVED DURING CONSTRUCTION. IF DAMAGED, THE EXISTING TREE WILL BE REPLACED (EQUAL CALIPER) AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTING IMPROVEMENTS AS SHOWN ON THE PLANS. IN THE EVENT THE SURVEY STAKES APPEAR INCONSISTENT WITH THESE PLANS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER IMMEDIATELY.
6. ALL EXCAVATION IS UNCLASSIFIED AND SHALL INCLUDE ALL MATERIALS ENCOUNTERED. UNUSABLE EXCAVATED MATERIAL AND ALL WASTE RESULTING FROM SITE CLEARING AND GRUBBING SHALL BE DISPOSED OF OFF SITE BY THE GRADING CONTRACTOR AT HIS EXPENSE.
7. ALL EARTHWORK SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT.
8. ANY SLOPES GREATER THAN 3 FEET IN HEIGHT SHALL BE REVIEWED BY THE OWNER'S GEOTECHNICAL ENGINEER. FOR STABILITY PURPOSES. ALL SLOPES ARE DESIGNED AT MAX. 4 HORIZONTAL TO 1 VERTICAL UNLESS OTHERWISE NOTED.
9. ALL SIDEWALKS ADJACENT TO THE BUILDING SHALL SLOPE AWAY FROM THE BUILDING AT A MAXIMUM GRADE OF 2%.
10. RETAINING WALLS GREATER THAN 2 FT AND SCREENING WALLS MUST BE PERMITTED THROUGH BUILDING INSPECTIONS. THE REPRESENTATION ON THE LANDSCAPE PLANS DOES NOT GUARANTEE APPROVAL.

LEGEND

- 494 --- Existing contour interval
- 668 --- Proposed contour interval
- x 670.4 Proposed spot grade
- Flow Arrows
- Proposed Retaining Wall

Wall Height	Base	Below Grade
1'-2"	1'-0"	1'-0"
3'	1'-6"	1'-0"
4'	2'-0"	1'-0"



RETAINING WALLS TO BE MILSAP STONE GRAVITY WALLS WITH ALL WALL ELEMENTS CONSTRUCTED WITHIN PROPERTY BOUNDARY LIMITS

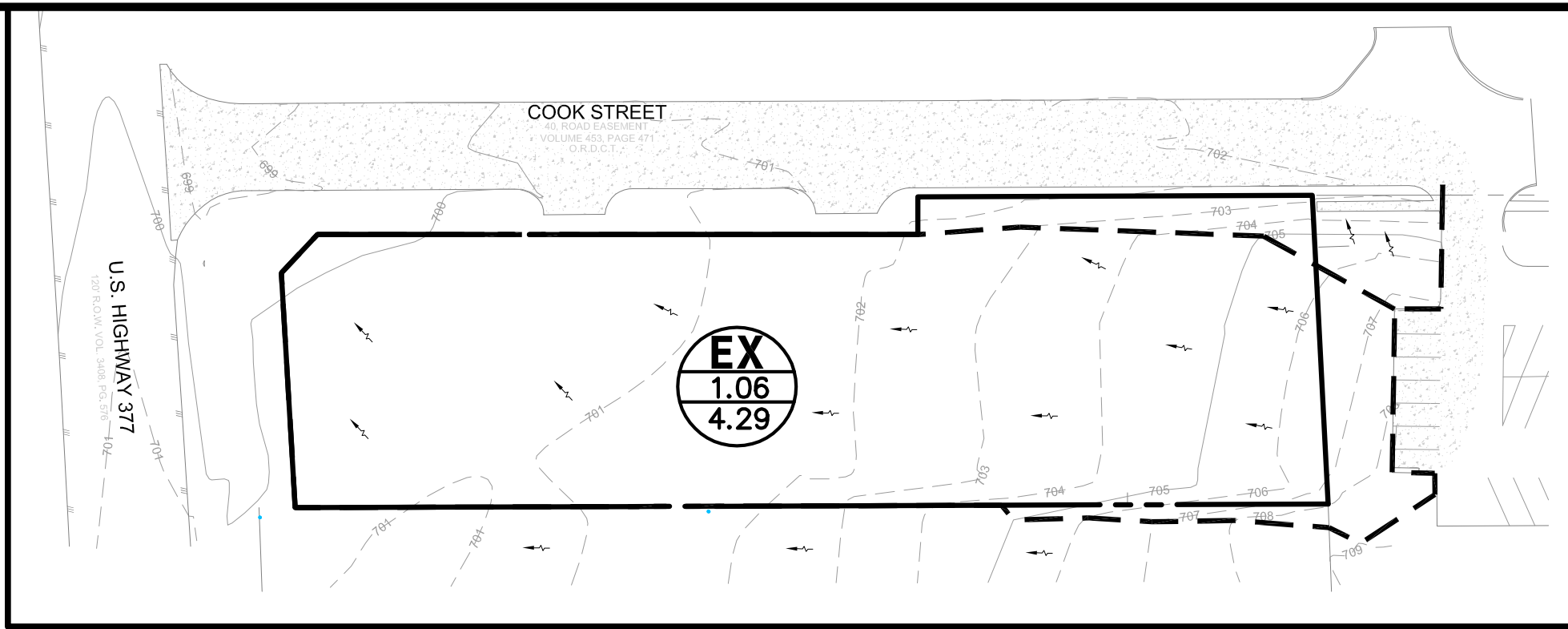
REFERENCE PROJECT GEOTECH REPORT FOR FILL PLACEMENT SPECIFICATIONS

RETAINING WALL DETAIL (< 4 FT)
N.T.S.

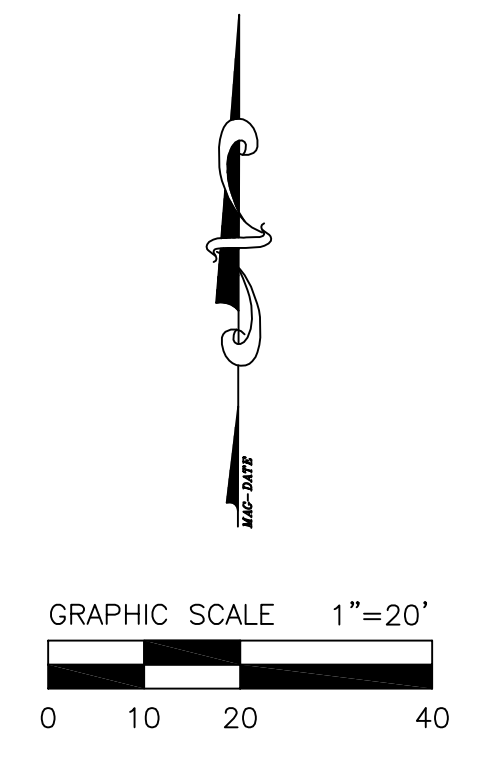
BENCHMARKS

BM 1: X CUT AT NORTHEAST CORNER OF COOK ST US 377 INTERSECTION
Elevation 699.32

BM 2: X CUT ON OFFSITE PARKING EAST OF PROPERTY
Elevation 707.28



EXISTING DRAINAGE AREA MAP

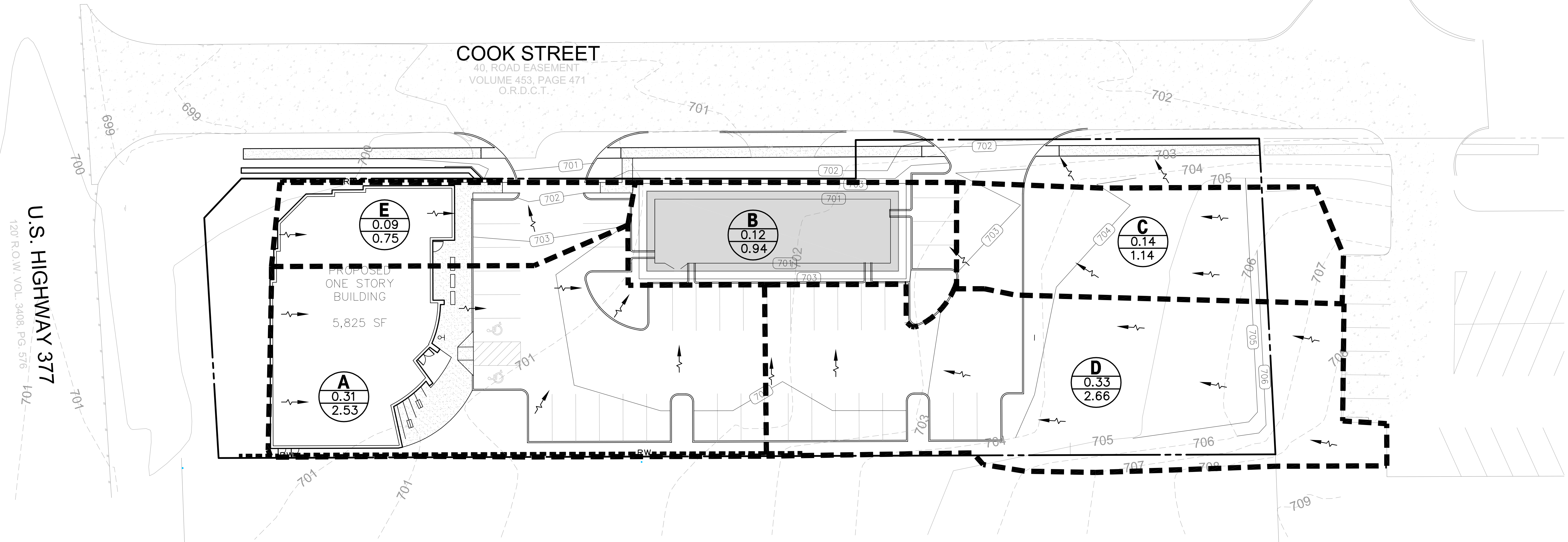


Marshall Gage LLC
civil engineering planning

207 E. Virginia Suite 216
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NOTE: Maximum C*Ca=1.0

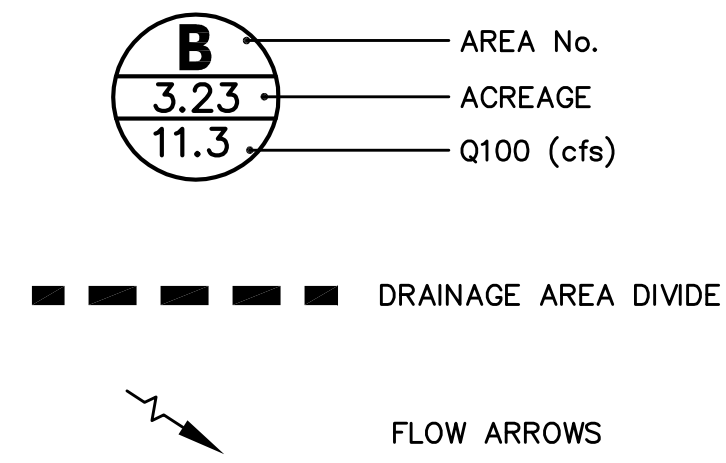
1, 25 & 100 YEAR DRAINAGE AREA DATA (DEVELOPED FLOWS)

AREA	AREA (ac.)	C (DEVELOPED)	TC (min.)	Ca-25	Ca-100	I1 (in/hr)	Q1 (cfs)	I25 (in/hr)	Q25 (cfs)	I100 (in/hr)	Q100 (cfs)	COMMENTS
A	0.30	0.70	10	1.1	1.25	4.04	0.88	7.55	1.82	9.24	2.53	FLOWS TO DETENTION BASIN
B	0.12	0.70	10	1.1	1.25	4.04	0.33	7.55	0.68	9.24	0.94	FLOWS TO DETENTION BASIN
C	0.16	0.70	10	1.1	1.25	4.04	0.40	7.55	0.82	9.24	1.14	FLOWS TO DETENTION BASIN
D	0.34	0.70	10	1.1	1.25	4.04	0.93	7.55	1.91	9.24	2.66	FLOWS TO DETENTION BASIN
E	0.09	0.70	10	1.1	1.25	4.04	0.26	7.55	0.54	9.24	0.75	FLOWS TO COOK ST/US 377

1, 25 & 100 YEAR DRAINAGE AREA DATA (EXISTING FLOWS)

AREA	AREA (ac.)	C (EXISTING)	TC (min.)	Ca-25	Ca-100	I1 (in/hr)	Q1 (cfs)	I25 (in/hr)	Q25 (cfs)	I100 (in/hr)	Q100 (cfs)	COMMENTS
EX	1.06	0.35	10	1.1	1.25	4.04	1.50	7.55	3.08	9.24	4.29	FLOWS TO COOK ST/US 377

LEGEND



Drainage Design Theory
Rational Method
Q = CIA
Q ~ Flow in c.f.s.
I ~ Intensity (in./hr. for Tc=10 Min.)
A ~ Area in Acres
C ~ Coefficient of runoff
Ca ~ Coefficient frequency factor

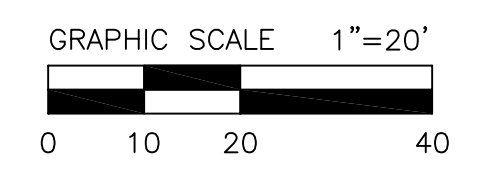
BENCHMARKS
BM 1: X CUT AT NORTHEAST CORNER OF COOK ST US 377 INTERSECTION
Elevation 699.32

BM 2: X CUT ON OFFSITE PARKING EAST OF PROPERTY
Elevation 707.28

FOR REVIEW ONLY

RAPID MED URGENT CARE
TOWN OF ARGYLE
DENTON COUNTY, TEXAS
DRAINAGE AREA MAP

Drawing Number:
7
MG Job Number:



Marshall Gage LLC
civil engineering planning

207 E. Virginia Suite 216
McKinney, TX, 75069
Main 214-986-9018

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Scale: _____
Date: _____
Drawn By: _____
Checked By: _____

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RAPID MED URGENT CARE

TOWN OF ARGYLE
DENTON COUNTY, TEXAS

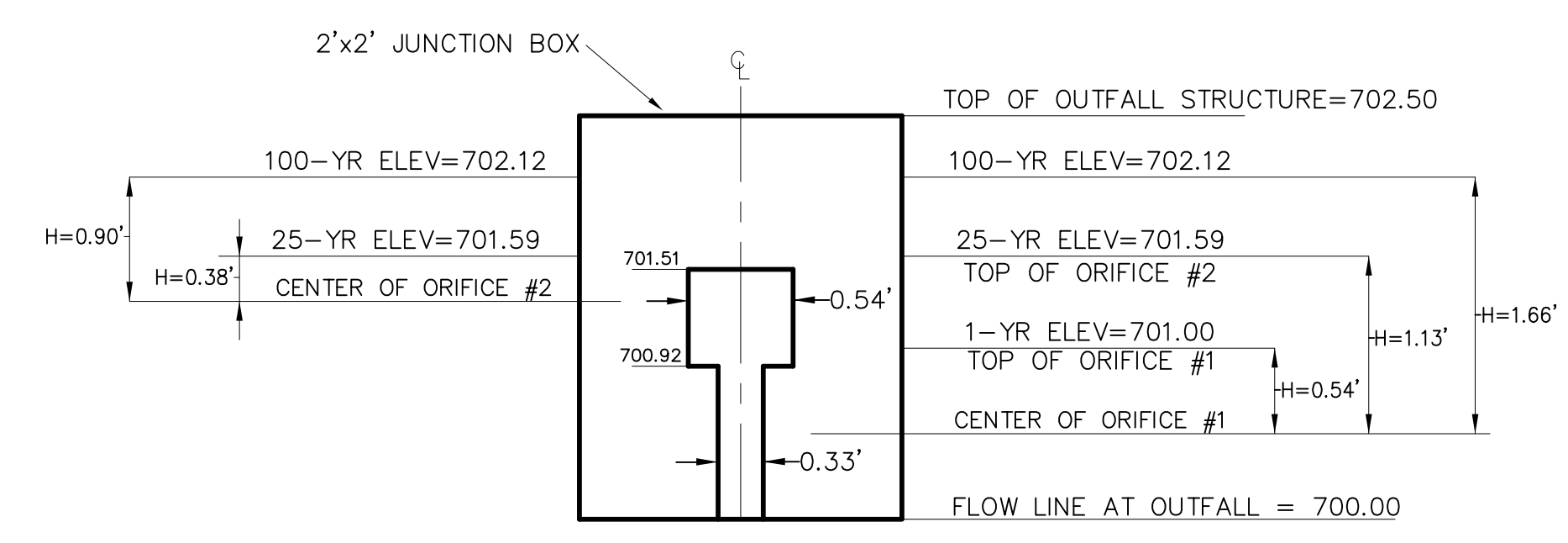
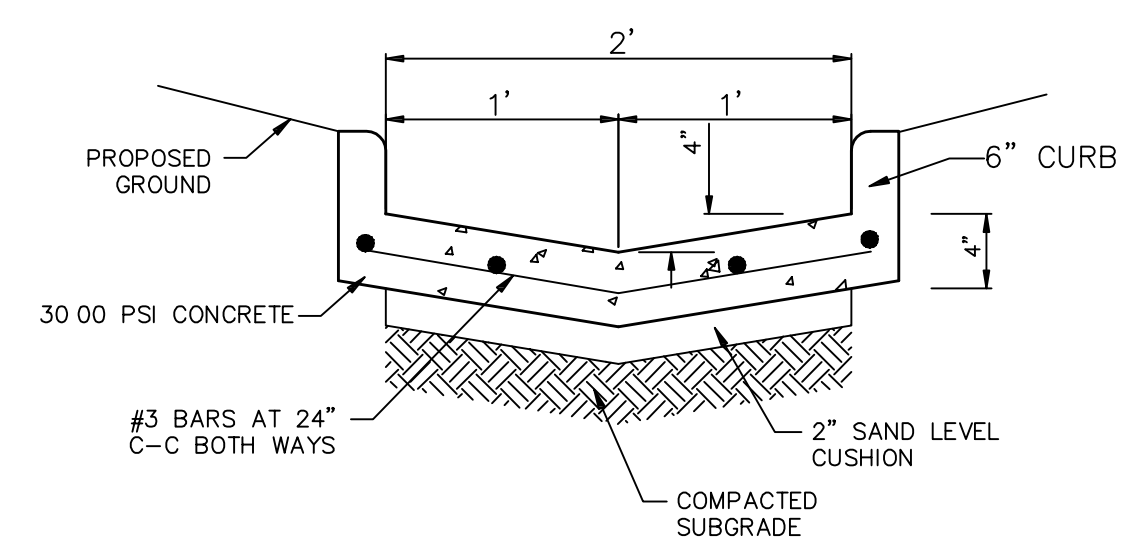
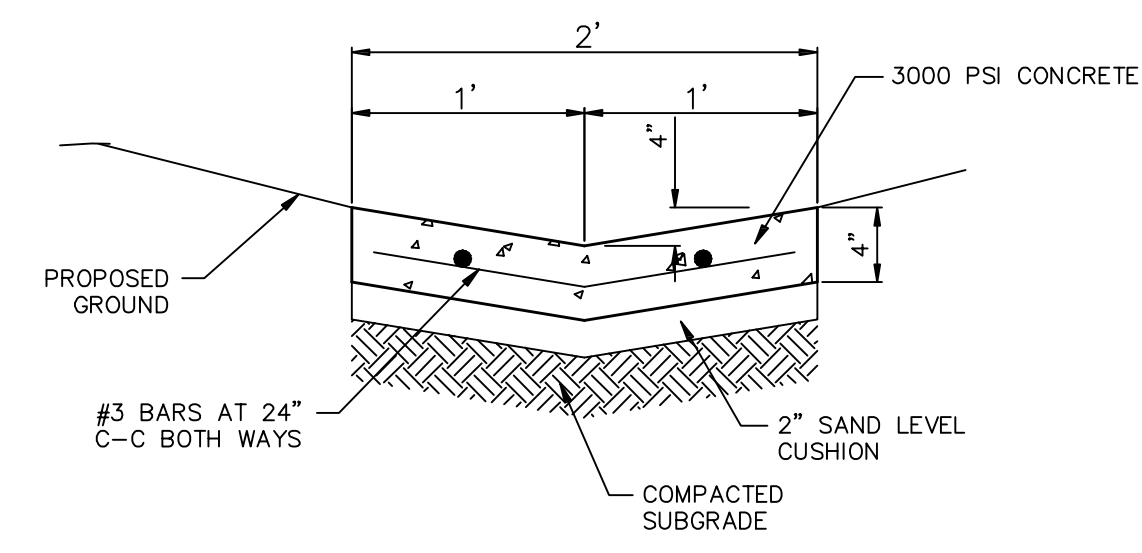
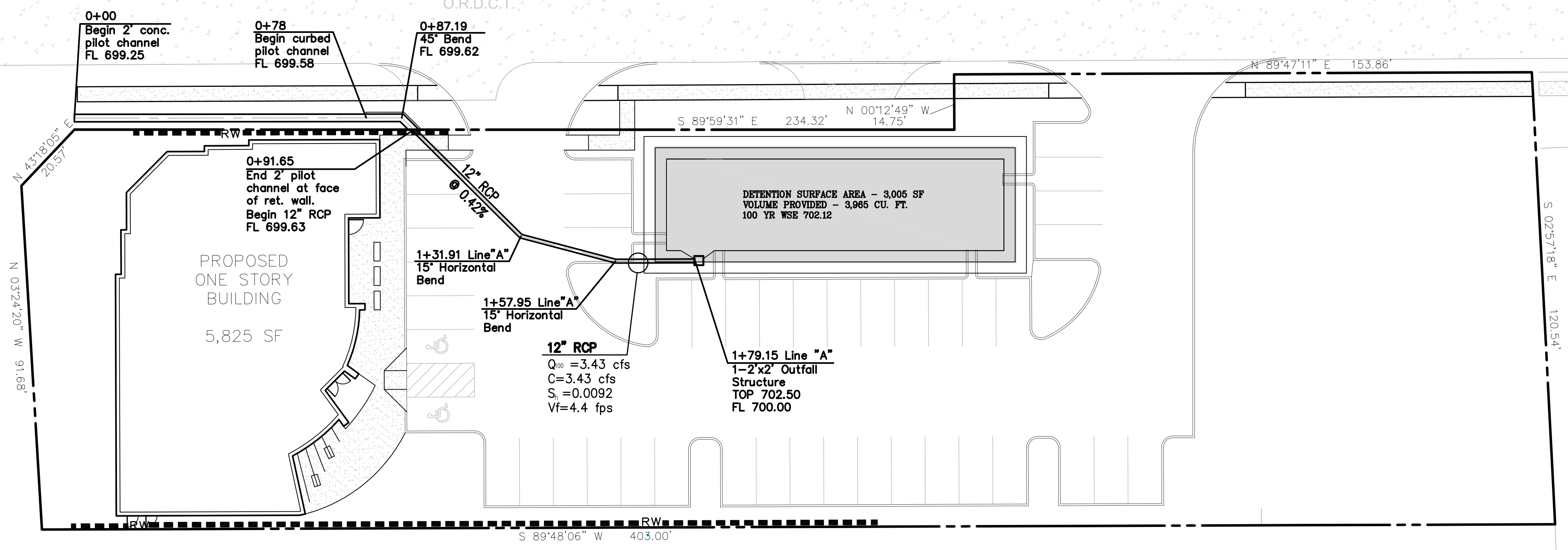
STORM DRAIN AND DETENTION PLAN

Drawing Number:

8

MG Job Number:

COOK STREET
40, ROAD EASEMENT
VOLUME 453, PAGE 471
O.R.D.C.T.



Stage - Storage - Discharge				
Stage	Elevation	Incremental Storage (cf)	Total Storage (cf)	Discharge (cfs)
0	700	-	-	-
1 yr	1 701	1,109	1,109	1.15
25 yr	1.6 701.59	1,439	2,548	2.57
100 yr	2 702	1,073	3,621	3.621
	2.12 702.12	344	3,965	3.43

BENCHMARKS
BM 1: X CUT AT NORTHEAST CORNER OF COOK ST US 377 INTERSECTION
Elevation 699.32

BM 2: X CUT ON OFFSITE PARKING EAST OF PROPERTY
Elevation 707.28

100 YR STORM

EXISTING CONDITIONS

C	0.35
Ca	1.25
C*Ca	0.4375
Tc	10
I	9.24
A	1.06
Q	4.29
Q -allowed	4.3
Q -released	3.43

PROPOSED CONDITIONS

C	0.7
Ca	1.25
C*Ca	0.875
Tc	10
I	9.24
A	0.9
Q	7.28
Q -off site pass through	0.0
Q -in total	7.3

Various Storms

Duration	I-100	Q-100
10	9.24	7.28
20	6.96	5.48
30	5.66	4.46
40	4.82	3.80
50	4.22	3.32
60	3.77	2.97
70	3.5	2.76
80	3.2	2.52
90	3	2.36

Storm Duration	Inflow	Outflow	Storage
10 min storm	10	20	2,308
20 min storm	20	30	3,490
30 min storm	30	40	3,907
40 min storm	40	50	3,965
50 min storm	50	60	3,796
60 min storm	60	70	3,485

25 YR STORM

EXISTING CONDITIONS

C	0.35
Ca	1.1
C*Ca	0.385
Tc	10
I	7.55
A	1.06
Q	3.08
Q -allowed	3.08
Q -released	2.57

PROPOSED CONDITIONS

C	0.7
Ca	1.1
C*Ca	0.77
Tc	10
I	7.55
A	0.9
Q	5.23
Q -off site pass through	0.00
Q -in total	5.23

Various Storms

Duration	I-25	Q-25
10	7.55	5.23
20	5.6	3.88
30	4.51	3.13
40	3.82	2.65
50	3.33	2.31
60	2.96	2.05
70	2.7	1.87
80	2.4	1.66
90	2.1	1.46

Storm Duration	Inflow	Outflow	Storage
10 min storm	10	20	1,600
20 min storm	20	30	2,348
30 min storm	30	40	2,548
40 min storm	40	50	2,506
50 min storm	50	60	2,306
60 min storm	60	70	1,998

1 YR STORM

EXISTING CONDITIONS

C	0.35
Ca	1
C*Ca	0.35
Tc	10
I	4.04
A	1.06
Q	1.50
Q -allowed	1.50
Q -released	1.15

PROPOSED CONDITIONS

C	0.7
Ca	1
C*Ca	0.7
Tc	10
I	4.04
A	0.9
Q	2.55
Q -off site pass through	0.0
Q -in total	2.5

Various Storms

Duration	I-1	Q-1
10	4.04	2.55
20	2.81	1.77
30	2.19	1.38
40	1.81	1.14
50	1.55	0.98
60	1.36	0.86
70	1.09	0.69
80	0.82	0.52
90	0.55	0.35

Storm Duration	Inflow	Outflow	Storage
10 min storm	10	20	840
20 min storm	20	30	1,094
30 min storm	30	40	1,109
40 min storm	40	50	1,019
50 min storm	50	60	869
60 min storm	60	70	680

Discharge Calculations
Submerged Orifice

$Q=Cd * A * (2g H)^{0.5}$
Cd=0.62

LOWER ORIFICE		UPPER ORIFICE	
100 yr		100 yr	
Q - 100 (Release rate)	3.43 cfs	Q - 100 (Release rate)	3.43 cfs
Q - 100 (Post developed)	7.28 cfs	Q - 100 (Post developed)	7.28 cfs
Required Detention Vol	3,965 cu ft	Required Detention Vol	3,965 cu ft
100 yr WSE in pond	702.12	100 yr WSE in pond	702.12
Outfall Flowline	700	Outfall Flowline	700
Top of Orifice	700.92	Top of Orifice	701.51
Head	1.66	Head	0.90
Area (orifice)	0.30 sf	Area (orifice)	0.32 sf
Orifice discharge	1.92	Orifice discharge	1.51
		Total discharge=	3.43

LOWER ORIFICE		UPPER ORIFICE	
25 yr		25 yr	
Q - 25 (Release rate)	2.57 cfs	Q - 25 (Release rate)	2.57 cfs
Q - 25 (Post developed)	5.23 cfs	Q - 25 (Post developed)	5.23 cfs
Required Detention Vol	2,548 cu ft	Required Detention Vol	2,548 cu ft
25 yr WSE in pond	701.59	25 yr WSE in pond	701.59
Outfall Flowline	700	Outfall Flowline	700
Top of Orifice	700.92	Top of Orifice	701.51
Head	1.13	Head	0.38
Area (orifice)	0.30 sf	Area (orifice)	0.32 sf
Orifice discharge	1.59	Orifice discharge	0.98
		Total discharge=	2.57
LOWER ORIFICE		UPPER ORIFICE	
1 yr		1 yr	
Q - 1 (Release rate)	1.15 cfs	Q - 1 (Release rate)	1.15 cfs
Q - 1 (Post developed)	2.55 cfs	Q - 1 (Post developed)	2.55 cfs
Required Detention Vol	1,109 cu ft	Required Detention Vol	1,109 cu ft
1 yr WSE in pond	701.00	1 yr WSE in pond	701.00
Outfall Flowline	700	Outfall Flowline	700
Top of Orifice	700.92	Top of Orifice	701.51
Head	0.54	Head	0.04
Area (orifice)	0.30 sf	Area (orifice)	0.05 sf
Orifice discharge	1.10	Orifice discharge	0.05
		Total discharge=	1.15

FOR REVIEW ONLY

BREEZEWAY BUSINESS PARK

TOWN OF LITTLE ELM
DENTON COUNTY, TEXAS

DETENTION POND CALCULATIONS

Drawing Number:

9

MG Job Number:

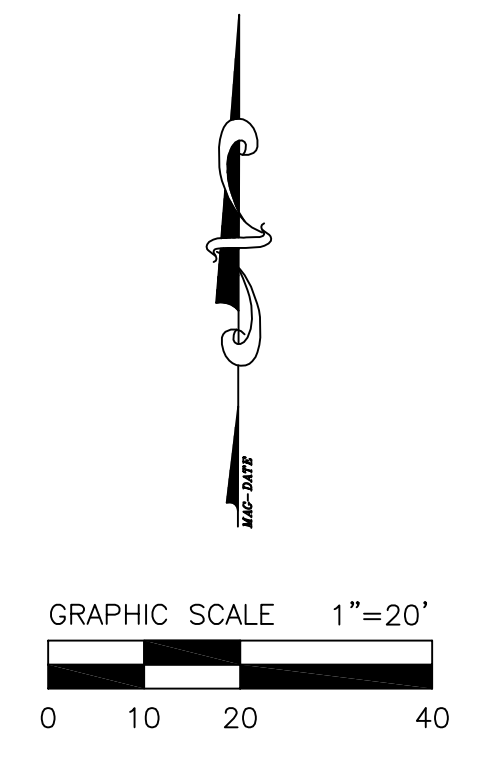
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RAPID MED URGENT CARE

TOWN OF ARGYLE
DENTON COUNTY, TEXAS

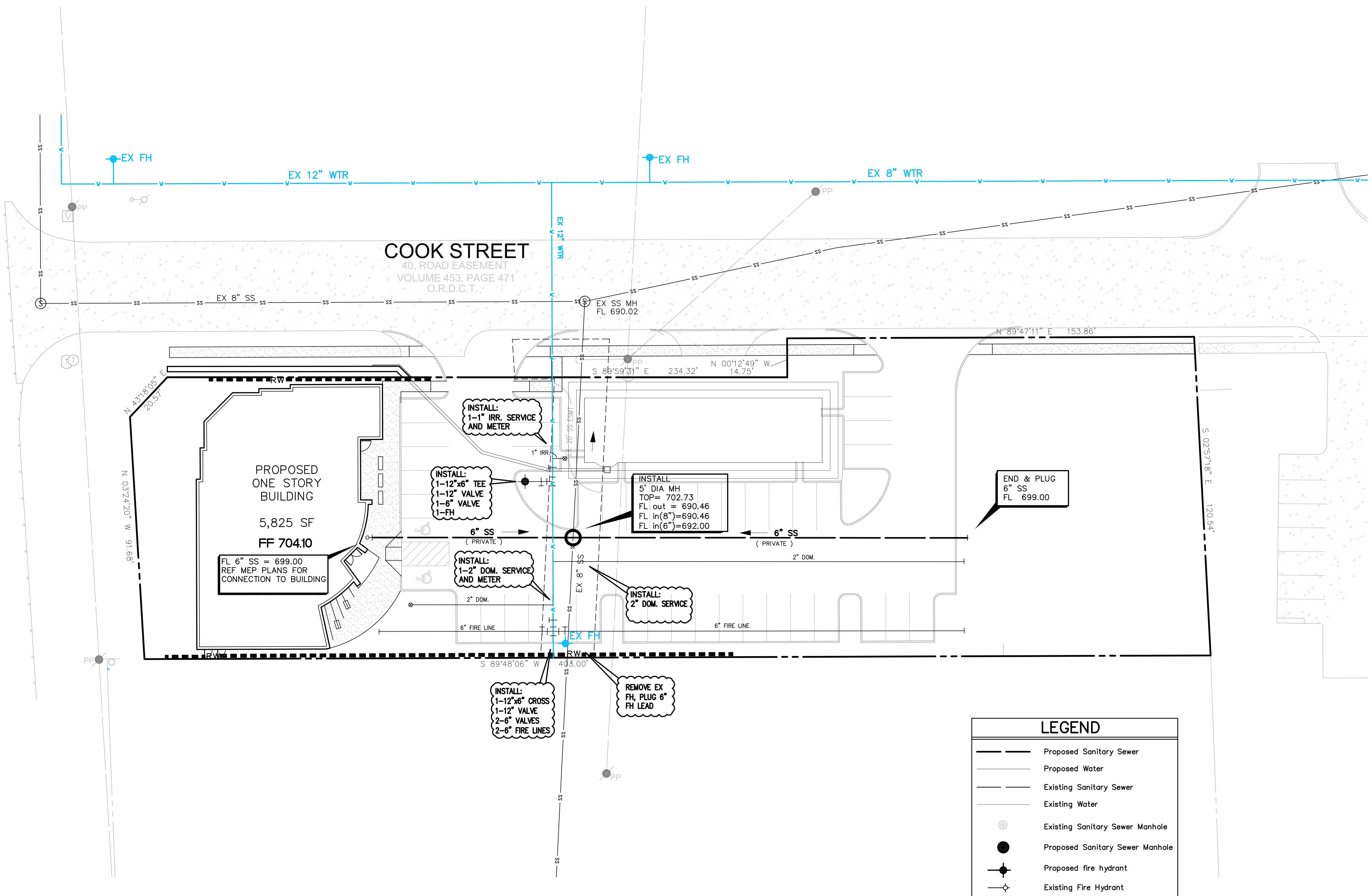
WATER AND SANITARY SEWER PLAN

Drawing Number:

10

MG Job Number:

U.S. HIGHWAY 377
120' R.O.W. VOL. 3408, PG. 576



GENERAL NOTES

1. GENERAL CONSTRUCTION NOTES: REFER TO SHEET NO. 2 "GENERAL CONSTRUCTION NOTES"
2. INSPECTION AND TESTING: THE CONTRACTOR SHALL COORDINATE INSPECTION AND TESTING WITH THE APPROPRIATE GOVERNING AUTHORITIES PRIOR TO BACKFILLING TRENCHES FOR ALL UTILITIES.
3. TRENCH COMPACTION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING COMPACTION TO A MINIMUM OF 95% STANDARD PROCTOR IN AREAS OF PROPOSED AND FUTURE PAVEMENT AND ALL AREAS EXCAVATED AT THE BUILDING FOOTINGS FOR UTILITY SERVICE ENTRIES. TRENCHES WHICH LIE OUTSIDE THESE AREAS SHALL BE COMPACTED TO A MINIMUM OF 90% STANDARD PROCTOR.
4. CONFLICTS: THE CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND TO ASSURE PROPER DEPTHS ARE ACHIEVED. IN THE EVENT OF CONFLICT BETWEEN WATER LINES AND STORM DRAIN OR SANITARY SEWER PIPING, THE CONTRACTOR SHALL ADJUST THE WATER LINE DOWN WARDS IN SUCH A MANNER SO THAT PIPE MANUFACTURERS RECOMMENDATIONS ON THE PIPE DEFLECTION AND JOINT STRESS ARE NOT EXCEEDED.
5. CONNECTION TO EXISTING UTILITIES: THE CONTRACTOR SHALL VERIFY THE SIZE, TYPE, ELEVATION, CONFIGURATION, AND ANGLULATION OF EXISTING WATER, SANITARY SEWER AND UTILITY LINES PRIOR TO CONSTRUCTION OF TIE-IN MATERIALS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING FACILITIES DAMAGED BY HIS ACTIVITIES.
6. SANITARY SEWER PIPE: ALL SEWER PIPE SHALL BE SDR-35 IN ACCORDANCE WITH ASTM SPECIFICATIONS D-3034 FOR 4" THROUGH 15", AND ASTM F-879 FOR 15" THROUGH 27".

NOTICE TO CONTRACTOR

THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR CONFIRMING THE LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ANY BURIED CABLES, CONDUITS, PIPES AND STRUCTURES, WHICH IMPACT THE CONSTRUCTION SITE. THE CONTRACTOR(S) SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES FOUND BETWEEN THE ACTUAL CONDITIONS VERSUS THE DATA CONTAINED IN THE CONSTRUCTION PLANS. ANY COSTS INCURRED AS THE RESULT OF NOT CONFIRMING THE ACTUAL LOCATION, BOTH HORIZONTAL AND VERTICAL OF SAID CABLES, CONDUITS, PIPES AND STRUCTURES SHALL BE BORNE BY THE CONTRACTOR(S).

THE CONTRACTOR(S) SHALL CALL TEXAS 811 OR 1800-245-4545 FOR UTILITY LOCATIONS AND MARKINGS AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OR CONSTRUCTION.

LEGEND

- Proposed Sanitary Sewer
- Proposed Water
- Existing Sanitary Sewer
- Existing Water
- Existing Sanitary Sewer Manhole
- Proposed Sanitary Sewer Manhole
- Proposed fire hydrant
- Existing Fire Hydrant

WATER METER SCHEDULE

METER ID NUMBER	WATER METER SIZE	METER		SAN. SEWER SIZE
		DOM.	IRR.	
◇	2"	1		6"
◇	2"		1	

DOUBLE CHECK VALVE TO BE LOCATED IN FIRE CLOSET

WATER LINES SHALL BE CLASS 150, AWWA C900.

BENCHMARKS

BM 1: X CUT AT NORTHEAST CORNER OF COOK ST US 377 INTERSECTION
Elevation 699.32

BM 2: X CUT ON OFFSITE PARKING EAST OF PROPERTY
Elevation 707.28

A NEW BUILDING FOR
RAPID MED URGENT CARE
 Argyle, TX

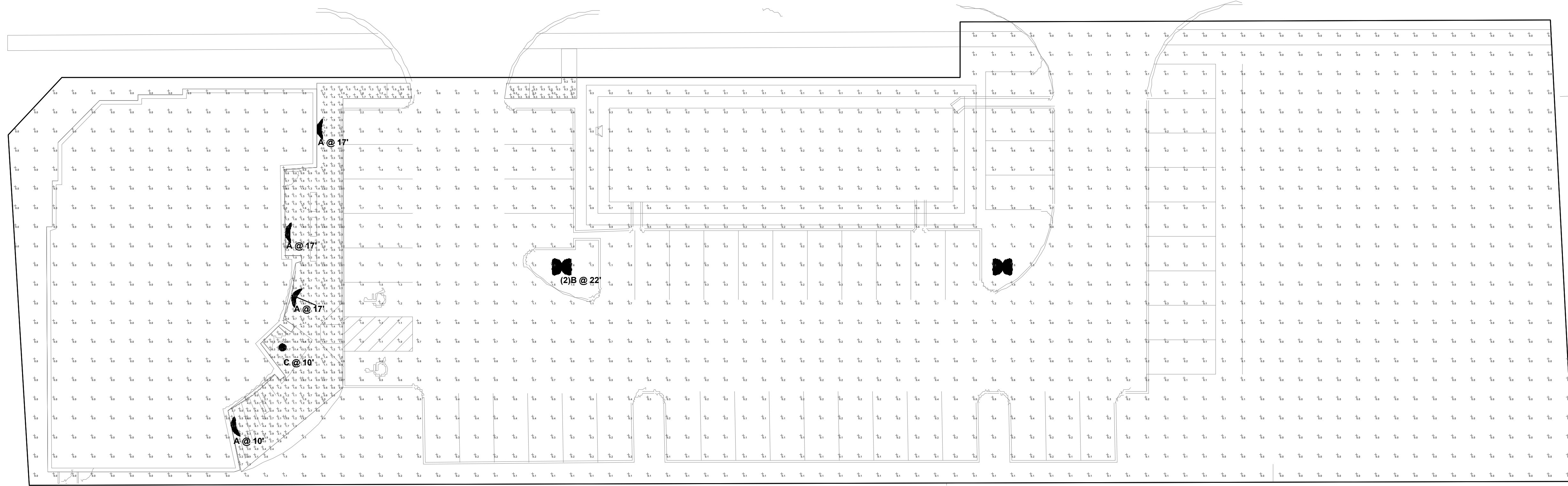
Mark M. Martin, Architect
 Michael A. Bates, Architect
 100 West Oak St. - Suite 201
 Denton, Texas 76201
 (940) 565-0260
 (940) 387-4881



BMA PROJECT NO.
19-245
 DATE: _____
 REV _____
 REV _____
 REV _____
 REV _____

SHEET
EP1
 OF 1

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
□	A	4	NLS Lighting LLC	NV-W-T3-16L-35-30K	LED LUMINAIRE		1	NV-W-T3-16L-35-30K.IES	2497	1	19
□	B	4	NLS Lighting, LLC	NV-1-T4-16L-35-50K-UVV	T4 silicone optics		1	NV-1-T4-16L-35-50K.IES	2357	1	18
○	C	1	Lithonia Lighting	LDN8 2725 LOGAR LSS	8IN LDN, 2700K, 2500LM, CLEAR, SEMI-SPECULAR REFLECTOR, CR180		1	LDN8_27_25 LOGAR_LSS.ies	2380	1	28.25



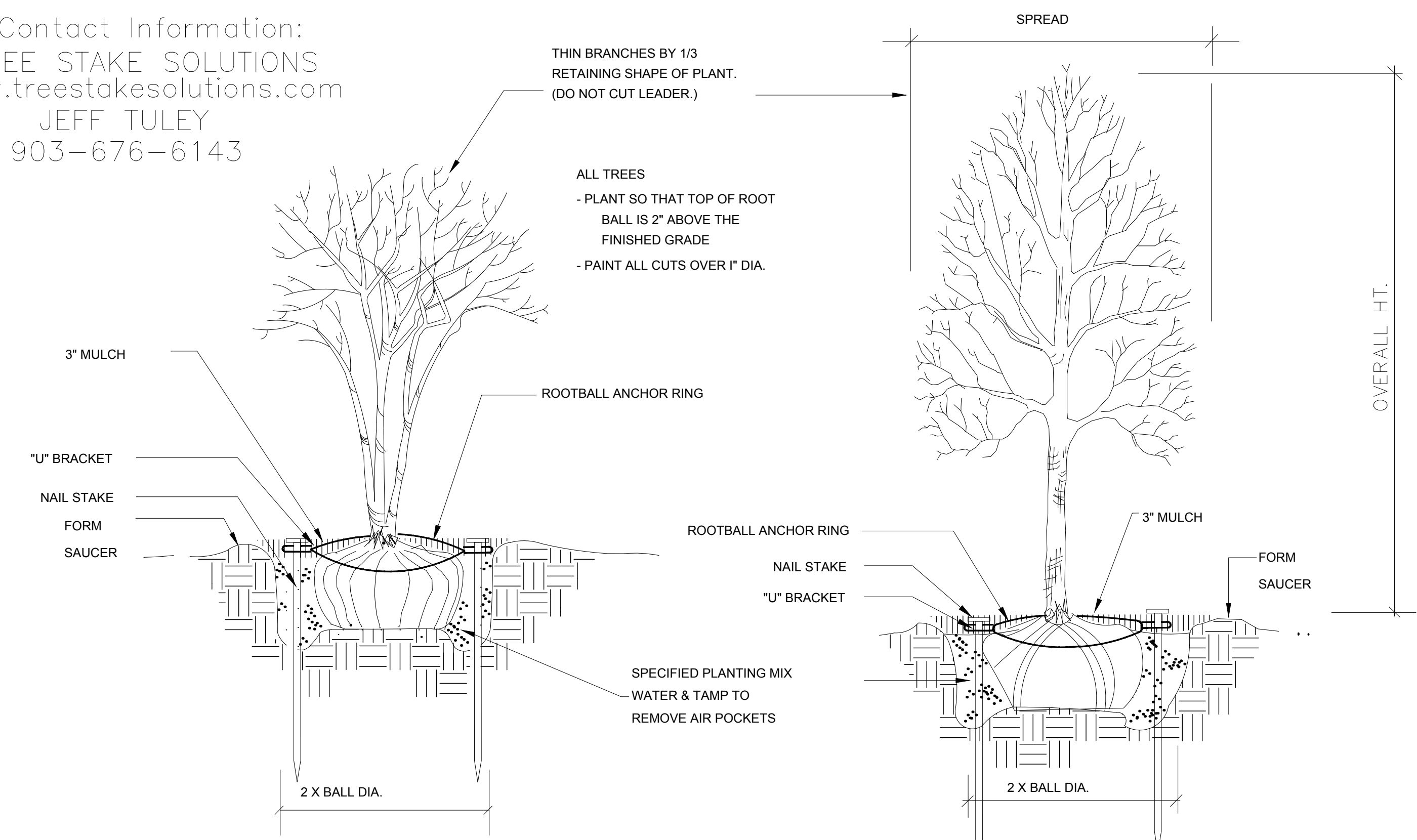
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Overall Site	+	0.3 fc	22.0 fc	0.0 fc	N/A	N/A
Sidewalk 1	+	0.3 fc	0.3 fc	0.2 fc	1.5:1	1.5:1
Sidewalk 2	+	2.9 fc	22.7 fc	0.0 fc	N/A	N/A

NORTH
 1 | PHOTOMETRIC SITE PLAN
 EP1 | 1/16" = 1'-0"

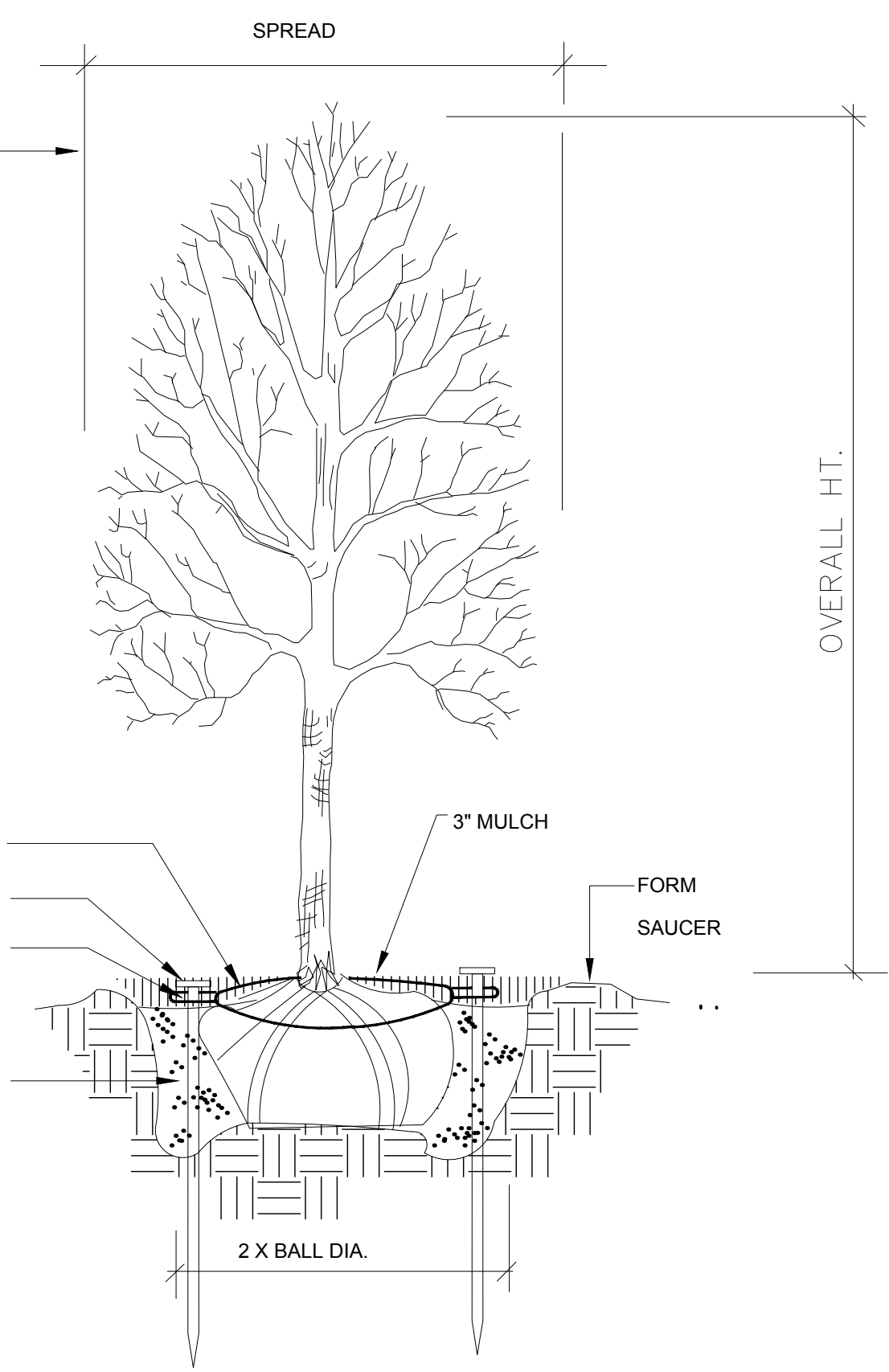
Gausman & Moore
 Mechanical and Electrical Engineers
 Suite 205
 26415 Carl Boyer Drive
 Santa Clarita, CA 91350
 (661) 291-1978 FAX 291-6213
 G&M Job #: 85541
 Registration No.: F-6069

Date FEB 13, 2020
 Drawn By GAC
 Checked By GAC
 Revisions

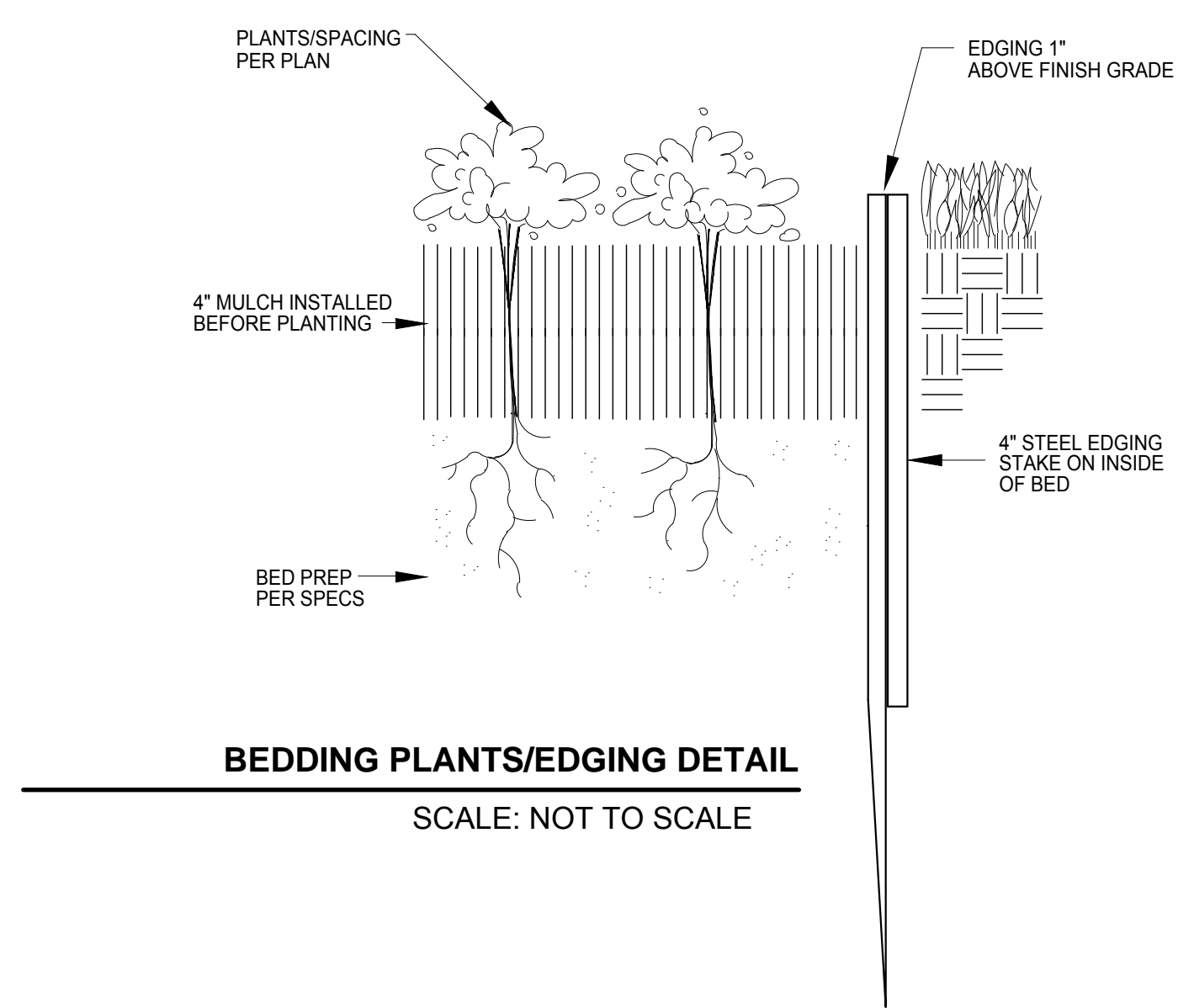
Contact Information:
 TREE STAKE SOLUTIONS
 www.treestakesolutions.com
 JEFF TULEY
 903-676-6143



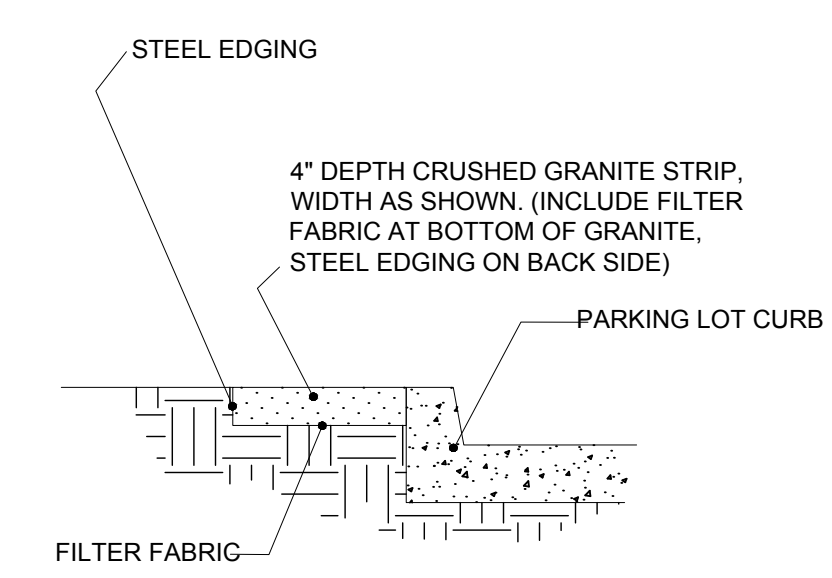
STAKING FOR MULTI-TRUNK TREES & TREES 2" CAL. & UNDER
 SCALE: NOT TO SCALE



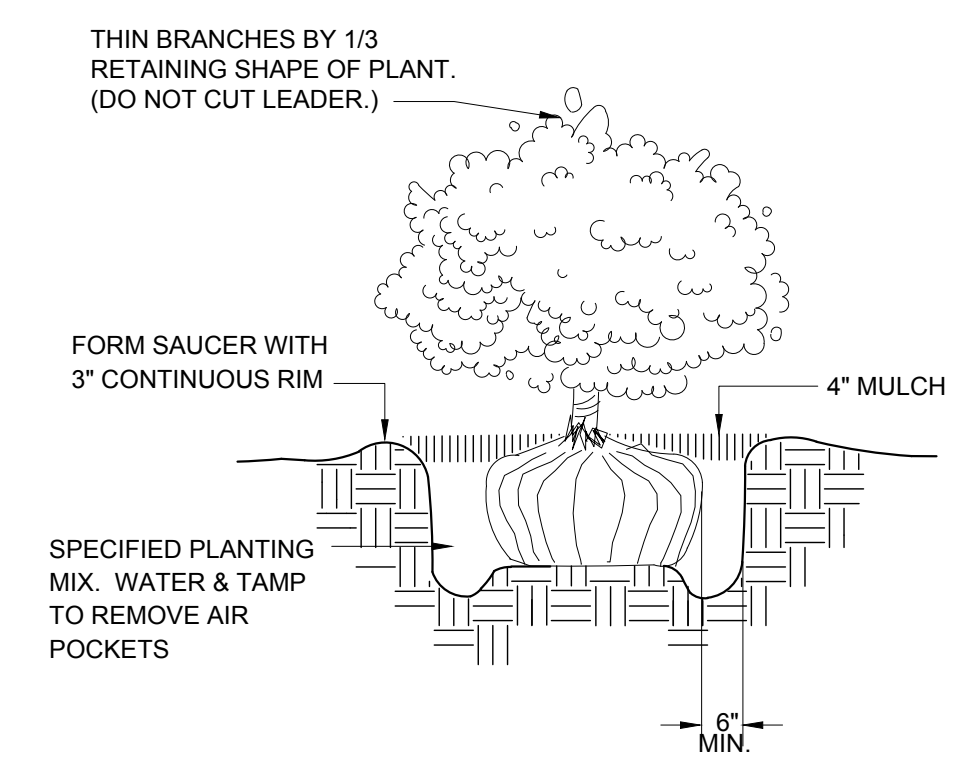
TREE PLANTING - GUY WIRES OVER 2" CALIPER
 SCALE: NOT TO SCALE



BEDDING PLANTS/EDGING DETAIL
 SCALE: NOT TO SCALE



GRANITE STRIP
 SCALE: NOT TO SCALE



NOTE: 6" WIDTH IS MINIMUM. IF PLANTED IN DEFINED BED, PREP. ENTIRE BED AS SHOWN ON DRAWINGS.

SHRUB PLANTING
 SCALE: NOT TO SCALE

FAN • CUPPETT LANDSCAPE ARCHITECTS, LLC
 817-479-0730
 10000 North Dallas Parkway, Suite 200, Dallas, TX 75243
 PHONE AND SERVICE AREAS: DALLAS • LANDSCAPE ARCHITECTURE • RESTORATION DESIGN



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RAPID MED
 HWY 377
 ARGYLE, TEXAS

Sheet No.
L-2

PLANTING DETAILS

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Date FEB 13, 2020
Drawn By GAC
Checked By GAC
Revisions

SECTION 02830
TREES, SHRUBS, AND GROUNDCOVERS

PART I GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope
 1. Bed prep
 2. Metal edging
 3. Topsoil
 4. Planting
 5. Mulching
 6. Guarantee
- B. Related Work Specified Elsewhere

- 1. General Requirements – All locations
- 2. Section 02740 – Irrigation Trenching
- 3. Section 02750 – Irrigation
- 4. Section 02800 - Lawns

1.02 QUALITY ASSURANCE

- A. Contractor Qualifications

Minimum of three (3) years experience on projects of similar characteristics and size.
- B. Reference Standards:
 1. American Joint Committee Of Horticultural Nomenclature: Standardized Plant Names, Second Edition, 1942;
 2. American Association Of Nurserymen: American Standard For Nursery Stock, 1973
- C. Substitutions
 1. Substitutions accepted only upon written approval of Landscape Architect and Owner.
 2. Submit substitutions possessing same characteristics as indicated on plans and specifications.
- D. Inspection and Testing
 1. The project Owner's representative reserves the right to inspect and tag plants at the place of growth with the Contractor.
 2. Inspection at place of growth does not preclude the right of rejection due to improper digging or handling.
 3. Owner's representative reserves the right to request soil samples and analysis of soil and plant mix. Remove or correct unacceptable soil. Cost of testing by Contractor.

1.03 SUBMITTALS

- A. Certificates
 1. Submit State and Federal certificates of inspection with invoice. (Only if required by Landscape Architect.)
 2. File certificates with Owner's representative prior to material acceptance.

1.04 PRODUCT DELIVERY, STORAGE, & HANDLING

- A. Preparation of Delivery
 1. Balled & Burlaped (B&B) Plants
 - a. Dig and prepare for shipment in manner that will not damage roots, branches, shape, and future development after replanting.
 - b. Ball with firm, natural ball of soil, wrapped tightly with burlap covering entire ball.
 - c. Ball size and ratios: conform to American Association of Nurserymen standards unless otherwise shown on plant list.
 2. Pack plant material to protect against climatic & seasonal damage, as well as breakage injuries during transit.
 3. Securely cover plant tops with ventilated tarpaulin or canvas to minimize wind-whipping and drying in transit.
 4. Pack and ventilate to prevent sweating of plants during transit. Give special attention to insure prompt delivery and careful handling to point of delivery at job site.
- B. Delivery
 1. Deliver fertilizer, fertilizer tablets, peat, mulch, soil additives, and amendment materials to site in original, unopened containers, bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to State law.
 2. Deliver plants with legible identification and size labels on example plants.
 3. Protect during delivery to prevent damage to root ball or desiccation of leaves.
 4. Notify Owner's representative of delivery schedule in advance so plant material may be inspected upon arrival at job site.
 5. Deliver plants to job site only when areas are prepared.
- C. Storage
 1. Protect roots of plant material from drying or other possible injury with wetted mulch or other acceptable material.
 2. Protect from weather.
 3. Maintain and protect plant material not to be planted immediately upon delivery.
- D. Handling
 1. Do not drop plants.
 2. Do not damage ball, trunk, or crown.
 3. Lift and handle plants from bottom of container or ball.

1.05 JOB CONDITIONS

- A. Planting Season Perform actual planting only when weather and soil conditions are suitable in accordance with locally acceptable practices.
- B. Protection Before excavations are made, take precautionary measures to protect areas trucked over and where soil is temporarily stacked.

1.06 GUARANTEE

- A. Guarantee new plant material for one year after acceptance of final installation (ie. Final Acceptance of project).
- B. Make replacement (one per plant) during one year guarantee period at appropriate season with original plant type, size and planting mixture.
- C. Repair damage to other plants, lawns, & irrigation caused during plant replacement at no cost to Owner.
- D. Use only plant replacements of indicated size and species.

PART II PRODUCTS

2.01 MATERIALS

- A. Plant Materials
 1. Hardy under climatic conditions similar to locality of project.
 2. True to botanical and common name variety.
 3. Sound, healthy, vigorous, well branched, and densely foliated when in leaf; with healthy well-developed root system.
 4. Free from disease, insects, and defects such as knots, sun-scald, windburn, injuries, disfigurement, or abrasions.
 5. Conform to measurements after pruning with branches in normal positions.
 6. Conform to American Association of Nurserymen standards unless shown differently on plant list.
 7. Trees:
 - a. Single, straight trunks, unless indicated otherwise
 - b. Trees with weak, thin trunks not capable of support will not be accepted.
 - c. All multi-stem trees are to have a minimum of three stems, similar in size and shape, with a spread of approximately 2/3 of the height. All yaupons to be female. Grape myrtle color selection by Landscape Architect.
 8. Nursery grown stock only.
 9. Subject to approval of Landscape Architect.
 10. Seasonal color:
 - a. Annuals in 4" pots or as specified
 - b. Perennials in 4" pots, clumps, bulbs as specified
 - B. Topsoil
 1. Natural, fertile, friable soils having a textural classification of loam or sandy loam possessing characteristics of soils in vicinity which produce heavy growth of crops, grass, or other vegetation.
 2. Free of subsoil, brush, organic litter, objectionable weeds, clods, shale, stones 3/4" diameter or larger, stumps, roots or other material harmful to grading, planting, plant growth, or maintenance operations.
 3. Presence of vegetative parts of Bermuda grass (Cynodon dactylon), Johnson grass, nut grass (Cyperus rotundus), and other hard to eradicate weeds or grass will be cause for rejection of topsoil.
 4. Test topsoil (cost by Contractor):
 - a. Available nitrogen
 - b. Available phosphorus
 - c. Available potash
 - d. Iron
 - e. PH: 5.5 to 7.0
 - f. Decomposed organic matter: 6-10%
 - C. Mulch
 1. Top Dressing Mulch – Shredded cypress or hard wood only
 2. Mulch for soil prep – Shredded pine bark
 3. In pre-packaged bags only; bulk shredded material is unacceptable
 - D. Peat Moss Commercially available baled peat moss or approved equivalent.
 - E. Staking Material
 1. Stakes for tree support:
 - a. Construction grade yellow pine, stain brown
 - b. Size as noted on plans
 2. Wires:
 - a. Padded with rubbed hose to protect tree
 - b. Galvanized
 - c. With galvanized turnbuckle
 - d. Evenly tighten turnbuckles with plant in vertical position.
 - F. Water
 1. Free of oils, acids, alkali, salt, and other substances harmful to plant growth
 2. Location: Furnish temporary hoses and connections on site.
 - G. Sand – Washed builders sand
 - H. Antidesiccant – "Wilt-proof" or equal.
 - I. Edging – 3/16" X 4" green, new and unused; with stakes.
- 2.02 MIXES**
- D. Planting Mixture
 1. (3/4) Existing native topsoil – 66%
 2. (1/4) Composted plant mix – 33%
 3. Fertilizer 10:20:10 at 30 lbs./1000 SF
 - E. Planting Mix for Annuals/Perennials
 1. Prepare above mix
 2. Add 2" of sand
 - F. Azalea mix: solid peat moss in hole 9" wider than root ball each direction. Plant in solid peat moss and provide mound at base of plant to allow for drainage.
 - G. Japanese maple, dogwood, camellias: Provide 50/50 peat moss to topsoil mix, raise for drainage.

PART III - EXECUTION

- 3.01 UTILITIES - verify location of all utilities prior to initiating construction; repair any damage caused by construction at no cost to owner.

3.02 INSPECTION

- A. Inspect plants for injury and insect infestation; prune prior to installation.
- B. Inspect site to verify suitable job conditions.

3.03 FIELD MEASUREMENTS

- A. Location of all trees and shrubs to staked in the field and approved by Owner's representative prior to installation.
- B. Location of all groundcover and seeding limits as shown on plans.

3.04 EXCAVATION FOR PLANTING

- A. Pits
 1. Shape - Vertical hand scarified sides and flat bottom.
 2. Size for trees – 2 feet wider or twice the root ball, whichever is greater.
 3. Size for shrubs – Size of planting bed as shown on drawings.
 4. Rototill soil mix thoroughly, full depth.
 5. NOTE: If beds are proposed beneath drip line of existing tree canopy, pocket prep plants. Do not roto-till beneath existing trees.
- B. Obstructions Below Ground
 1. Remove rock or underground obstructions to depth necessary to permit planting.
 2. If underground obstructions cannot be removed, notify Owner's representative for instruction.
- C. Excess Soil Dispense of unacceptable or excess soil away from the project site at Contractor's expense.

3.05 PLANTING

- A. General
 1. Set plants 2" above existing grade to allow for settling.
 2. Set plants plumb and rigidly braced in position until planting mixture has been tamped solidly around ball.
 3. Apply soil in accordance with standard industry practice for the region.
 4. Thoroughly settle by water jetting and tamping soil in 6" lifts.
 5. Prepare 3" dish outside root ball after planting.
 6. Thoroughly water all beds and plants.
 7. Stake trees and large shrubs as indicated on plans.
 8. Apply anti-desiccant according to manufacturer's instructions.
 9. Apply commercially manufactured root stimulator as directed by printed instruction.
 10. Plant and fertilize bedding plants per trade standards.
 11. Apply 3" mulch top dressing.
 - B. Balled Plants
 1. Place in pit of planting mixture that has been hand tamped prior to placing plant.
 2. Place with burlap intact to ground line. Top of ball to be 2" above surrounding soil to allow for settling.
 3. Remove binding at top of ball and lay top of burlap back 6".
 4. Do not pull wrapping from under ball, but cut all binding cord.
 5. Do not plant if ball is cracked or broken before or during planting process or if stem or trunk is loose.
 6. Backfill with planting mixture in 6" lifts.
 - C. Container Grown Plants
 1. Place in pit on planting mixture that has been hand tamped prior to placing plant.
 2. Cut cans on two sides with an acceptable can cutter, and remove root ball from can. Do not injure root ball.
 3. Carefully remove plants without injury or damage to root balls.
 4. Backfill with planting mixture in 6" lifts.
 - D. Mulching
 1. Cover planting bed evenly with 3" of mulch.
 2. Water immediately after mulching.
 3. Where mulch has settled, add additional mulch to regain 3" thickness.
 4. Hose down planting area with fine spray to wash leaves of plants.
 - E. Pruning
 1. Prune minimum necessary to remove injured twigs and branches, dead wood, and succors; remove approximately 1/3 of twig growth as directed by landscape architect; do not cut leaders or other major branches of plant unless directed by landscape architect.
 2. Make cuts flush, leaving no stubs.
 3. Paint cuts over 1" diameter with approved tree wound paint.
 4. Do not prune evergreens except to remove injured branches.
- 3.06 EDGING**
- A. Stake edging alignment with string line prior to installation. Use framing square to insure right angles are true.
 - B. Install all edging straight and true as indicated on drawings. Where edging layout is circular in design, maintain true and constant radii as shown.
 - C. When required on slopes, make vertical cuts (approximately 6" on center) on bottom of edging to allow bending without crimping edging.
 - D. Install edging so that approximately 1" is exposed on lawn side. Edging should not be visible from bed side after application of mulch.
 - E. Align edging with architectural features (ie pavement joints, windows, columns, wall, etc.) when drawings indicate.
 - F. Bend all corners, do not cut corners.
 - G. Interlock all pieces with pre-fabricated connectors.
 - H. Install with all stakes on inside of planting bed.
 - I. Remove, file off all sharp corners and burrs.

3.07 CLEAN-UP

- A. Sweep and wash all paved surfaces.
- Remove all planting and construction debris from site, including rocks, trash and all other miscellaneous materials.

3.08 MAINTENANCE

- A. Contractor responsible for routine, and regular maintenance of site until Final Acceptance is awarded by Owner. Work includes:
 1. Weeding (weekly)
 2. Watering (as required)
 3. Pruning
 4. Spraying
 5. Fertilizing
 6. Mulching
 7. Mowing (weekly)
- B. Provide Owner and Landscape Architect with preferred maintenance schedule in writing. Schedule shall include the above-listed tasks and shall address all frequencies, rates, times, levels, etc.

END OF SECTION



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RAPID MED
HWY 377
ARGYLE, TEXAS

Sheet No.

L-3

PLANTING SPECS

Date FEB 13, 2020
Drawn By GAC
Checked By GAC
Revisions

SECTION 02800
FINISH GRADING, LAWN WORK, WILD FLOWERS

PART I - GENERAL

1.01 DESCRIPTION

- A. Work includes turf establishment (sod, hydromulch, etc.) as described on drawings.
- B. Make required analysis and material tests for topsoil, fertilizers, and other materials of similar character per current methods of the Association of Official Agricultural Chemists, when required.
- C. Grass seed shall conform to tolerances for germination and purity per applicable standards of U.S. Department of Agriculture.
- D. The turf contractor shall have a stand of grass established prior to substantial completion of the project. If this is not possible due to time of year or schedule, he shall maintain and protect the seeded areas until the grass is established.

PART II - PRODUCTS

2.01 TOPSOIL MATERIAL

- A. Topsoil material (stockpiled, as specified in Specifications) has been saved for use in finish grading. After sifting out all plant growth, rubbish, and stones, use for areas designated to receive grass. If stockpiled topsoil is not sufficient quantity to complete work, furnish acceptable topsoil from another approved source to provide four inches (4") of topsoil for grass areas unless otherwise noted on drawings. Grass areas shall be defined as the graded areas disturbed during construction not to be paved or built upon.
- B. Acceptable topsoil material shall be defined as natural, fertile, agricultural soil, capable of sustaining vigorous plant growth, uniform composition throughout admixture of subsoil, free of stones, lumps, plants, and their roots, sticks, or other extraneous matter, do not deliver while in a frozen or muddy condition.

2.02 FERTILIZER

- A. Provide a commercial balanced fertilizer delivered to the job in bags labeled with manufacturer's guaranteed analysis. Store in weatherproof storage, place in such a manner that its effectiveness will not be impaired.
- B. Fertilizer shall be a grade containing the percentages of plant food elements by weight as specified elsewhere in these specifications.
- C. Availability of various elements shall be per Standards of the Association of Official Agricultural Chemists.

2.03 GRASS SEED

- A. Grass seed shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine (9) months of the time of delivery to the project. When requested by the Owner or Representative, the seeding contractor shall furnish a sample of seed from each bag for testing.
- B. The seed shall comply with all provisions of the U.S. Department of Agriculture as to labeling, purity, and germination.

2.04 MULCHING

- A. Dry straw or hay of good quality, free of seeds of competing plants and at such rate of 1 1/2 - 2 tons per acre; or,
- B. Wood cellulose or cane fiber mulch at a rate of 1,000 pounds per acre when the slope is 3/4:1 and steeper; or,
- C. A combination of good quality dry straw or hay free of seeds of competing plants at a rate of 2 1/2 tons per acre and wood cellulose or cane fiber mulch at a rate of 500 pounds per acre. This combination shall be used when the slope is flatter than 3/4:1; or,
- D. Sericea lespedza seed bearing hay at a rate of 3 tons per acre. This mulch may be applied green or air dried, but must contain mature seed.
- E. Manufactured mulch materials, such as soil retention blankets, erosion control netting, or others that may be required on special areas of high water concentration or unstable soils. When these materials are used, follow the manufacturer's recommendations for installation.

2.05 HYDRO-MULCHING

Wood cellulose fiber or cane fiber mulch will be applied with hydraulic seeding and fertilizing equipment. All slurry ingredients shall be mixed to form a homogeneous slurry and spray applied within one hour after the mixture is made.

When wood cellulose or cane fiber mulch is used at the 500 pound per acre rate, straw or hay mulch with asphalt emulsion is applied over this to complete the mulch.

Wood cellulose or cane fiber mulch at the 1,000 pound per acre rate is used alone where other mulch material will not stick.

Wood cellulose or cane fiber mulch is self anchoring.

PART III - EXECUTION

3.01 RESPONSIBILITY

The site grading contractor will be responsible to stockpile acceptable topsoil in a sufficient quantity to provide four inches (4") minimum cover for all grass areas, including but not limited to all curbed islands, and topsoil planting mounds/berms at the appropriate height and width as defined and shown on the landscaping and/or planting drawings. The topsoil and grass areas shall be further defined as any area disturbed during the grading and construction process.

The site grading contractor, shall be responsible to spread the topsoil within all perimeter graded areas and future building areas only.

The site grading contractor shall be responsible for backfilling of all curbed islands and planting mounds/berms. They shall also be responsible for removal of all stones, roots, and raking of all topsoil areas that are to be seeded and/or planted. It will also be the site grading contractor's responsibility to provide fertilizer, grass seed, and any additional topsoil required and mulching.

3.02 GRASS SEEDING

- A. Remove stones, roots, rubbish and other deleterious materials from topsoiled areas that are to be seeded.
- B. Immediately prior to sowing seed, scarify ground as necessary; rake until surface is smooth and friable. Sow seed evenly, lightly wood rake into ground, then roll ground with suitable roller; water thoroughly with fine spray. During any weather, keep lawn watered with sprinklers or other approved methods. Re-seed any areas not doing well or damaged. At intervals as may be required according to seasonal conditions, mow and water grass and execute necessary weeding until acceptable and full stand of grass has been obtained.
- C. Provide permanent grass seeding for lawn areas so indicated. Seed in accordance with the following schedule (unless otherwise directed by Owner or Owner's Representative):
 - 1. Sow areas ready for seeding between March 1 and October 1 with Hulled Common Bermuda at a rate of 85 pounds per acre.
 - 2. Sow areas ready for seeding between October 1 and March 1 with Unhulled Common Bermuda at a rate of 90 pounds per acre, and Annual Rye Grass at the rate of 50 pounds per acre.
 - 3. Apply fertilizer at a rate of 20/25 pounds per 1,000 square feet.

3.03 WILD FLOWERS

- A. Areas indicated on plans to receive wild flower coverage shall be fine graded, fertilized, and prepared in a manner similar to traditional turf establishment.
- B. Area to be hydromulched with seed mix as follows:

Tickseed	10 pounds/acre
Cosmos	15 pounds/acre
Ox-Eyed Daisy	5 pounds/acre
Side Oats Grama	4 pounds/acre
Showy Primrose	0.5 pounds/acre
Plains Coreopsis	2 pounds/acre
Black Eyed Susan	2 pounds/acre
Indian Blanket	10 pounds/acre
Texas Bluebonnet	4 pounds/acre
Little Bluestem	4 pounds/acre

3.04 MULCH

- A. All areas to be seeded shall be mulched.
- B. Mulch materials shall be applied uniformly over the seeded area. Mulch shall be straw and shall be at the rate of 1 1/2 - 2 tons per acre
- C. Mulch shall be anchored with an emulsified asphalt binder at the rate of 10 gallons per 1,000 square feet.

3.05 PROTECTION

Provide, at no additional cost to Owner, fencing, railing, wire or other types of protection for topsoiled and seeded areas against trespassing and damage. If lawns are damaged prior to Final Acceptance, treat or replace them as directed. Remove protection when so directed.

3.06 MAINTENANCE

Provide maintenance from start of work until Final Acceptance. Maintenance includes watering of lawns, weeding, mowing, edging, repairs of wash-outs and gullies, repairs to protection, and other necessary work of maintenance. Maintain slopes against erosion.

3.07 REHYDROMULCHING

The Owner's representative will designate areas to be replanted. Areas on which a stand of growing grass is not present in a reasonable length of time, (Bermuda grass seed should be germinating in 6-8 days) shall be prepared, reseeded and remulched, as specified for original planting at no additional cost to Owner. A stand shall be defined as live plants from seed occurring at a rate of not less than 1,000 growing plants per square foot. Replanting required because of faulty operations or negligence on the part of the Contractor shall be performed without cost to Owner.

3.08 FINAL CLEAN-UP

- A. At time of final inspection of work, and before final acceptance, clean paved areas that are soiled or stained by operations of work of this section. Clean by sweeping or washing, and remove all defacements or stains.
- B. Remove construction equipment, excess material and tools. Cart away from site any debris resulting from work of this section and dispose of as directed.

END OF SECTION

SECTION 02922
SODDING

PART I - GENERAL

1.01 DESCRIPTION

- A. Work Included
 - 1. Sod bed preparation
 - 2. Fertilizing
 - 3. Sodding
 - 4. Miscellaneous management practices
- B. Related Work Specified Elsewhere
 - 1. Finish Grading, Section 02800
 - 2. Lawns and Grasses, Section 02930

1.02 REFERENCE STANDARDS

- A. Standardized Plant Names
 - American Joint Committee of Horticultural Nomenclature, Second Edition, 1942.
- B. Texas Highway Department - Standard Specifications for Construction, Item 164, Seeding for Erosion Control.

1.03 SUBMITTALS

- A. Vendors Certification That Sod Meets Texas State Sod Law
 - 1. Include labeling requirements.
 - 2. Include purity and type.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Sod:
 - 1. Previous season's crop with date of analysis on each bag.
 - 2. Furnish and deliver each variety in separate bags or containers.
 - 3. Sod to be cut no more than three days before delivery.
- B. Fertilizer:
 - 1. Unopened bags labeled with the analysis.
 - 2. Conform to Texas Fertilizer Law.

1.05 JOB CONDITIONS

- A. Planting Season:
 - 1. Only during suitable weather and soil conditions.
 - 2. As specifically authorized by the Owner's Representative.
- B. Schedule - Only after all other construction is complete.
- C. Protect and Maintain Sodded Areas
 - 1. From traffic and all other use.
 - 2. Until sodding is complete and accepted.

PART II - PRODUCTS

2.01 MATERIALS

- A. Sod:
 - 1. Sod: As specified on drawings, weed, insect, and disease free having a minimum of 1 inch of topsoil attached to the roots and cut no more than three days prior to installation.
 - 2. The sod shall be cut in strips of at least 1/2 sq. yd. and not more than 1 sq. yd. Sod shall be cut into strips not less than 12" in width or more than 9' in length. At the time of harvest, the top growth shall not exceed 3" in length.
 - 3. All sod shall conform to the laws of the State and shall be obtained from sources meeting the approval of the Department of Agriculture, Division of Entomology.
- B. Fertilizer:
 - 1. Uniform in composition, free flowing.
 - 2. Suitable for application in approved equipment.
 - 3. Analysis of 16-20-0, 16-8-8 or as directed.
- C. Water:
 - 1. Free of oil, acid, alkali, salts or other substances harmful to growth of grasses.

PART III - EXECUTION

3.01 SOD BED PREPARATION

- A. Cultivate to a depth of four (4") inches by disking and tilling with a power tiller.
- B. Clear surfaces of all materials:
 - 1. Stumps, stones, and other objects larger than one inch (1").
 - 2. Roots, brush, wire, stakes, etc.
 - 3. Any objects that may interfere with sodding or maintenance.
- C. Prepare sod bed:
 - 1. Remove soil clods larger than one inch (1").
 - 2. Grade areas to smooth, even surface, removing ridges and filling depressions. Final grade to be below finish grade of curbing and edging as shown on details. All grades shall meet approval of Owner's Representative before sodding.

3.02 SODDING

- A. Sodding:
 - 1. Lightly water prepared grade, lay sod with staggered joints and with edges touching. Topdress with topsoil at edges if necessary to provide smooth surface. On slopes of 2 to 1 and greater, fasten sod in place with wood pegs (two each piece) or other approved method. Sod damaged by storage or during installation shall be rejected. Following setting, topdress with screened, approved topsoil.
 - 2. Water and fertilize at 5 lbs. per 1,000 sq. ft.
 - 3. Sod shall not be placed during a drought, nor during periods when sod is not normally placed in the area, and shall not be placed on frozen ground. No dry or frozen sod is acceptable.
 - 4. The contractor shall keep all sodded areas moist and growing until Final Acceptance. All areas shall be maintained in an acceptable condition until acceptance by Owner.
- B. Rolling:
 - 1. After placing sod, roll with a hand roller, weighing not more than 100 lbs. per foot of width, in two directions.
 - 2. Eliminate all air pockets; finished surface should be free of excessive undulations.

3.05 MAINTENANCE AND MANAGEMENT

- A. Includes protection, replanting, maintaining grades, repair of erosion damage. Also includes weekly mowing at 1 1/2" height until final acceptance.
- B. Resodding:
 - 1. Resod damaged or unacceptable areas.
 - 2. Ruts, ridges, and other surface irregularities shall be corrected.

END OF SECTION

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RAPID MED
 HWY 377
 ARGYLE, TEXAS

Sheet No.
L-4

TURF SPECS

Date FEB 13, 2020
Drawn By GAC
Checked By GAC
Revisions



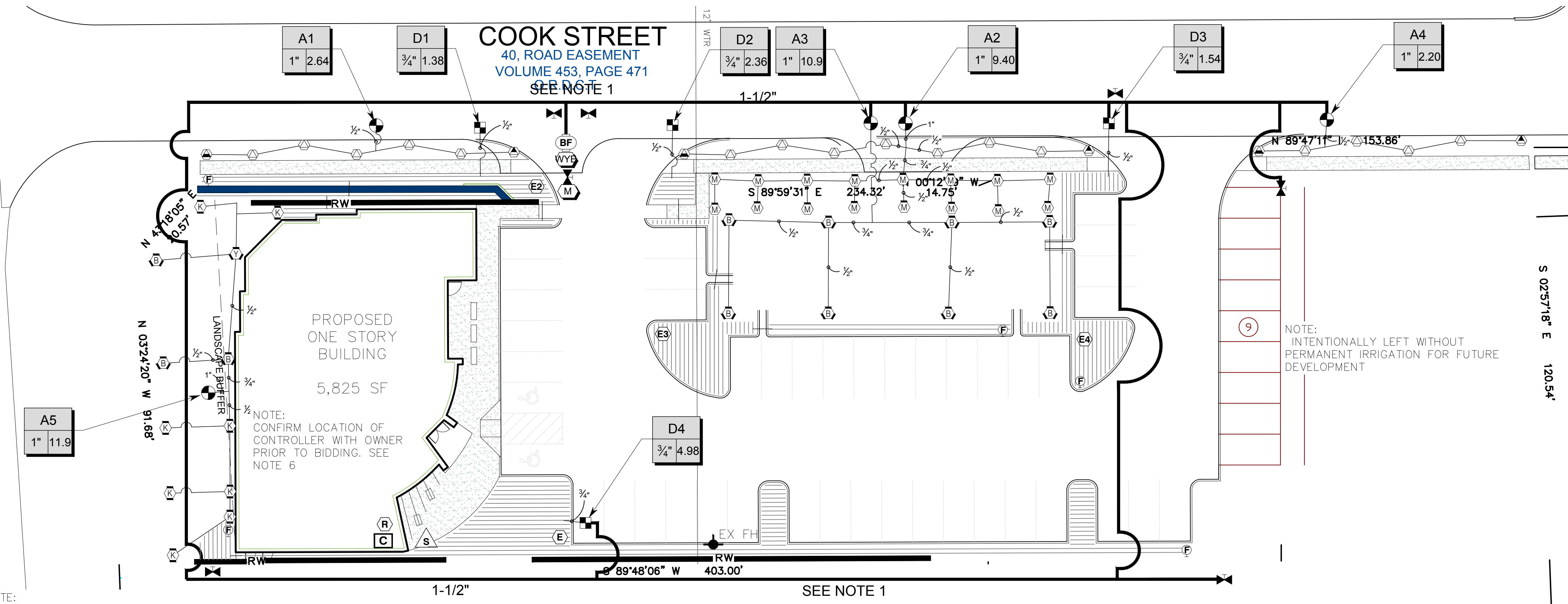
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RAPID MED
HWY 377
ARGYLE, TEXAS

Sheet No.
L-5

IRRIGATION SCHEDULE

Table with 4 columns: SYMBOL, MANUFACTURER/MODEL/DESCRIPTION, QTY, PSI. Lists various irrigation components like Hunter rotators, Rain Bird valves, and driplines.



NOTE: TXDOT R.O.W. INTENTIONALLY LEFT WITHOUT PERMANENT IRRIGATION. DO NOT TRENCH OR PLACE HEADS IN TXDOT R.O.W.

PROPOSED ONE STORY BUILDING
5,825 SF
NOTE: CONFIRM LOCATION OF CONTROLLER WITH OWNER PRIOR TO BIDDING. SEE NOTE 6

NOTE: INTENTIONALLY LEFT WITHOUT PERMANENT IRRIGATION FOR FUTURE DEVELOPMENT

IRRIGATION NOTES:

- 1. IRRIGATION LINES ARE SOMETIMES SHOWN OUTSIDE PLANTING BEDS FOR GRAPHIC CLARITY ONLY. ADJUST INSIDE BEDS ON SITE.
2. AVOID TRENCHING WITHIN DRIP LINE OF EXISTING TREES. WHERE NECESSARY, TRENCH RADIALLY, RATHER THAN ACROSS THE ROOT SYSTEM.
3. MAIN LINE TO BE 1-1/2".
4. ALL SLEEVES UNDER PAVING TO EXTEND 12" PAST EDGE OF PAVING. COORDINATE WORK WITH GENERAL AND PAVING SUBCONTRACTOR.
5. ALL HEADS TO BE 4" POPS IN LAWNS. ALL HEADS WITH CHECK VALVES.
6. COORDINATE SLEEVE SIZE AND LOCATION FOR FREEZE SENSOR, RAIN GAUGE AND CONTROLLER WITH GENERAL CONTRACTOR. SEAL ALL BUILDING PENETRATIONS WATER TIGHT.
7. SEE FOLLOWING DETAIL SHEET FOR IRRIGATION DETAILS.
8. PRESSURE ESTIMATED AT 60 PSI; MINIMUM 50 GPM AS PROVIDED BY CITY. VERIFY ON SITE AND REPORT ANY DISCREPANCY TO LANDSCAPE ARCHITECT PRIOR TO BEGINNING ANY WORK.
9. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER, AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER. REFER TO SITE/UTILITY PLANS.
10. VERIFY 100% COVERAGE OF SYSTEM OVER ALL PLANTING & LAWN AREAS AS SHOWN ON DRAWINGS.
11. IF PEDESTAL MOUNTED CONTROLLER IS SPECIFIED, MOUNT ON 4"X3"X3" CONCRETE SLAB WITH (4) #4'S EACH WAY. SLEEVE THROUGH SLAB FOR CONTROLLER WIRING AS REQUIRED.
12. UNLESS NOTED OTHERWISE, THERE ARE NO EXISTING SLEEVES. IRRIGATION CONTRACTOR TO SIZE AND COORDINATE SLEEVE INSTALLATION AS NEEDED IN ALL LOCATIONS UNDER PAVEMENT.
13. QUANTITIES ARE PROVIDED AS A COURTESY AND ARE NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY ALL QUANTITIES PRIOR TO BIDDING.
14. IF DOUBLE CHECK IS PROHIBITED BY LOCAL CODE/ORDINANCE, SUBSTITUTE WITH APPROVED BACKFLOW PREVENTION DEVICE.
15. ALL WORK IN ACCORDANCE WITH LOCAL, STATE, & NATIONAL CODES & ORDINANCES.
16. CONTRACTOR TO SIZE CONTROL SIZE WIRE AS NECESSARY. HOWEVER, MINIMUM SIZE TO BE 14 GAUGE PER NATIONAL ELECTRICAL CODE. ALL SPLICES WITH APPROVED MANUFACTURED CONNECTOR IN VALVE BOX.
17. DO NOT LOCATE VALVE BOXES IN SWALES, LOW AREAS, OR ANY OTHER LOCATIONS THAT MAY COLLECT WATER.
18. CONTROLLER TO BE WIRED ON DEDICATED 110 VOLT CIRCUIT AND GROUNDED W/ "GROUNDING SPIKE" PER MANUFACTURER'S INSTRUCTIONS.
19. ADJUST HEADS TO AVOID OVERSPRAY ONTO STREETS, ROADWAYS, BUILDINGS AND ELECTRICAL EQUIPMENT.
20. INCLUDE ONE SPARE WIRE FROM CONTROLLER TO EACH CONTROL VALVE. EACH WIRE TO BE VARYING COLOR.
21. CONTRACTOR IS RESPONSIBLE FOR ADJUSTING FLOW CONTROL AND/OR PRESSURE REGULATOR AT EACH CONTROL VALVE AS NECESSARY TO MAKE SYSTEM OPERATE AS INTENDED.
22. DRIP IRRIGATION IS INTENDED TO MAINTAIN ESTABLISHED PLANT MATERIAL. CONTRACTOR SHALL HAND WATER AND MAINTAIN NEW PLANTINGS AS REQUIRED UNTIL ESTABLISHMENT AND ACCEPTANCE.

HYDRAULIC CALCULATIONS SPRAY ZONE A5

AVAILABLE PRESSURE 60 PSI (ESTIMATED)
11.9 GALLONS PER MINUTE
1" METER - 0.9 PSI
1-1/2" DCVA - 5.4 PSI
1-1/2" WYE - 0.1 PSI
1-1/2" MAIN LINE LOSS (630') - 1.6 PSI
ELECTRIC CONTROL VALVE - 3.0 PSI
IN-LINE BALL VALVE - 0.5 PSI
ELEVATION CHANGE - 0.0 PSI
FITTING ESTIMATE - 1.2 PSI
OPERATING PRESSURE - 47.3 PSI

HYDRAULIC CALCULATIONS DRIP ZONE D4

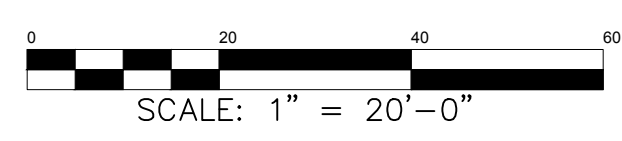
AVAILABLE PRESSURE 60 PSI (ESTIMATED)
4.98 GALLONS PER MINUTE
1" METER - 0.7 PSI
1-1/2" DCVA - 5.5 PSI
1-1/2" WYE - 0.1 PSI
1-1/2" MAIN LINE LOSS (630') - 0.1 PSI
IN-LINE BALL VALVE - 0.5 PSI
ELEVATION CHANGE - 0.0 PSI
FITTING ESTIMATE - 0.7 PSI
OPERATING PRESSURE AT VALVE - 52.4 PSI

VALVE SCHEDULE

Table with columns: NUMBER, MODEL, SIZE, TYPE, GPM, DESIGN PSI, VALVE LOSS, PSI, PSI @ POC, PRECIP. Lists details for valves A1 through D4.

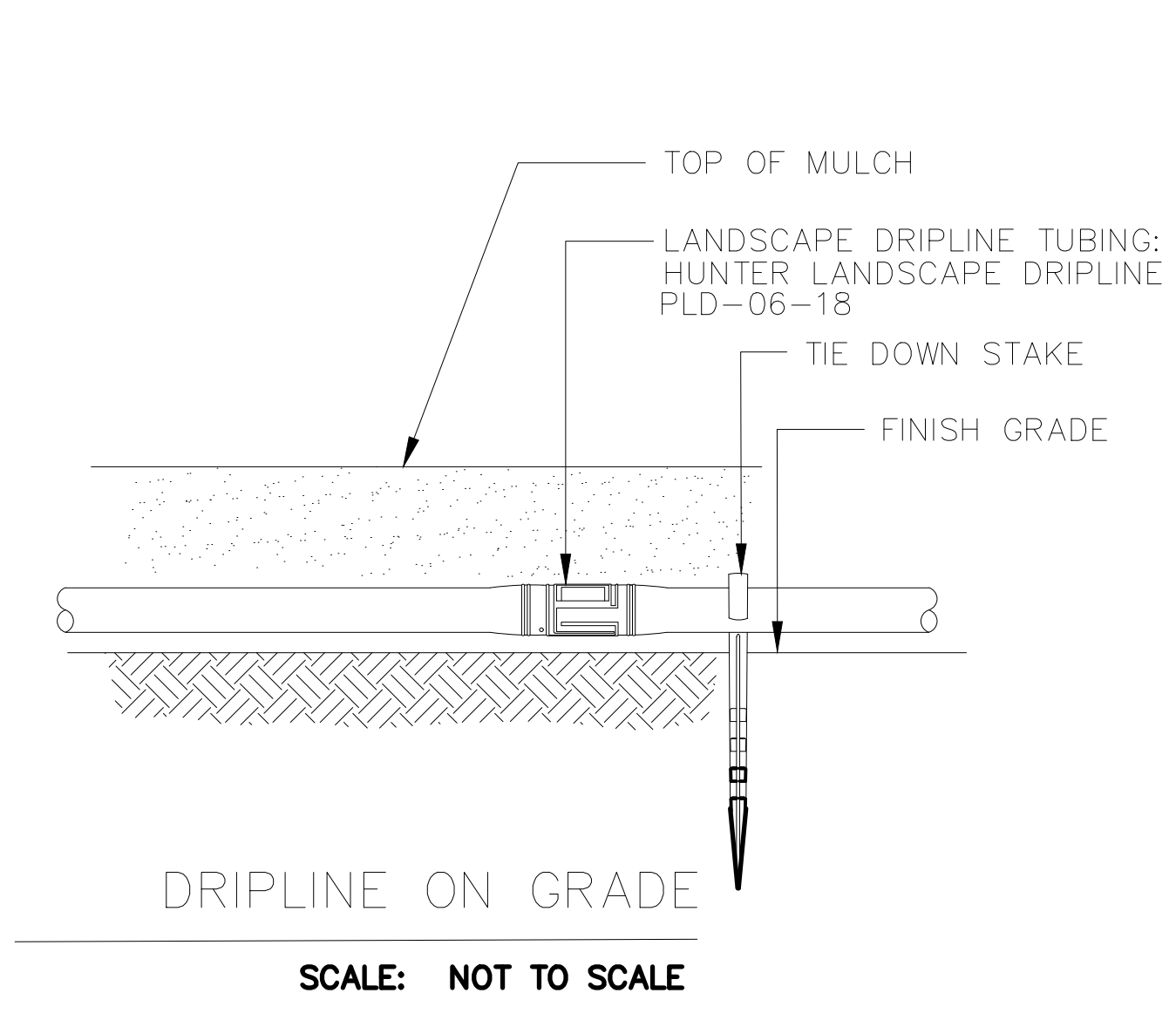
NOTE: INCLUDE (2) HUNTER MSBN-50Q STREAM BUBBLERS TO EACH NEW TREE. ATTACH EACH BUBBLER TO HUNTER PRO-SPRAY-6" POPUP. LOCATE BUBBLERS INSIDE TREE WELL OF EACH TREE ON OPPOSITE SIDES OF THE ROOT BALL. ALL BUBBLERS TO BE ZONED SEPARATELY FROM OTHER HEADS. CONTRACTOR RESPONSIBLE FOR PIPE SIZING, SLEEVING, ETC. AND ALL OTHER REQUIREMENTS TO MAKE CIRCUIT(S) OPERABLE. TOTAL COUNT FOR BUBBLERS AND VALVE(S) NOT SHOWN IN IRRIGATION KEY. IF TREE IS LOCATED IN DRIP ZONE, IN LIEU OF BUBBLER USE (2) RAIN BIRD SXB-180-025 XERI-BUBBLERS W/SXB-180-SPYK SPIKE TIED INTO EMITTER TUBING.

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.
TEXAS EXCAVATION SAFETY SYSTEM (TESS)
1-800-344-8377
TEXAS ONE CALL SYSTEMS
1-800-245-4545
LONE STAR NOTIFICATION CENTER
1-800-669-8344 EXT. 5

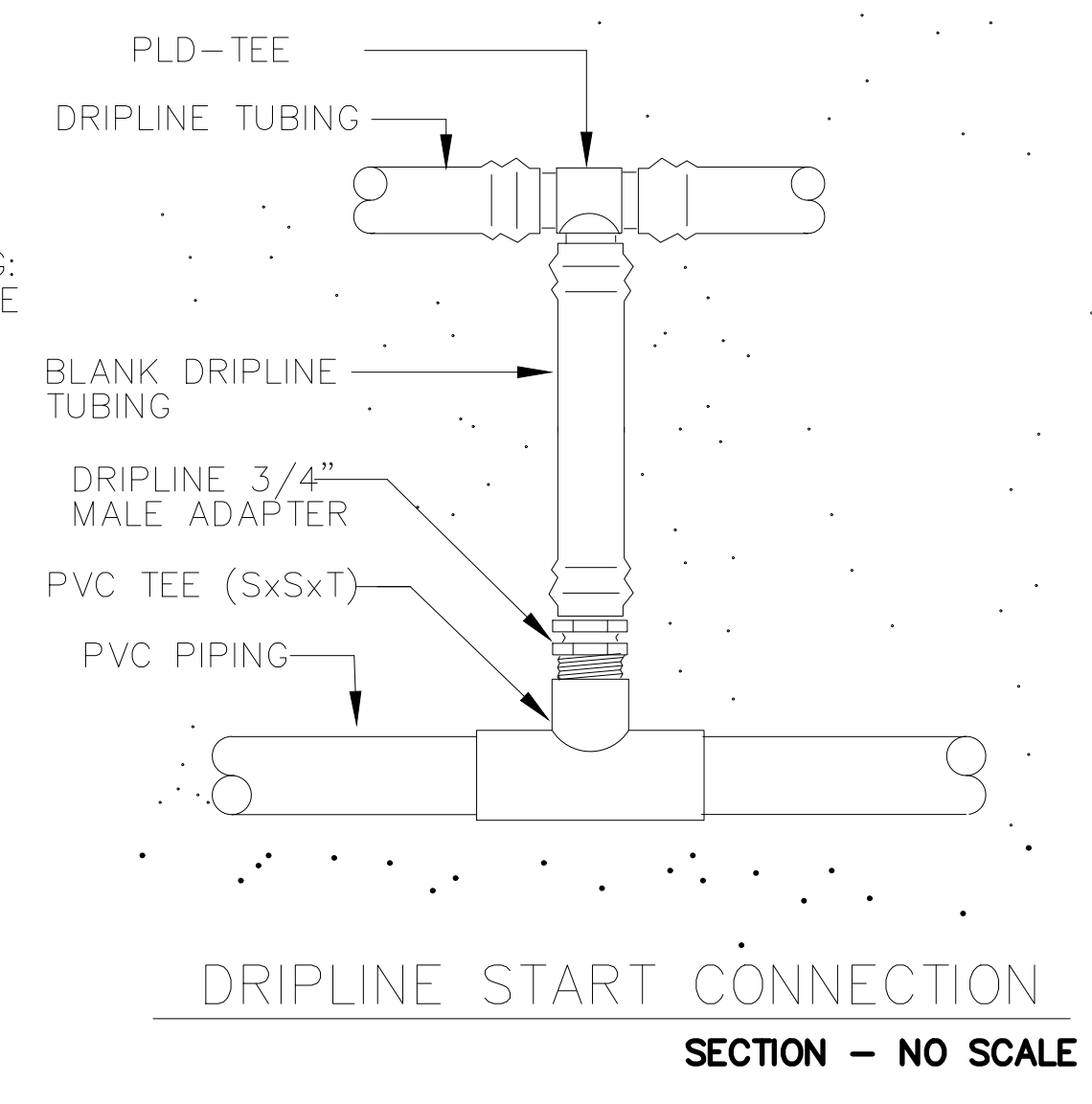


IRRIGATION PLAN

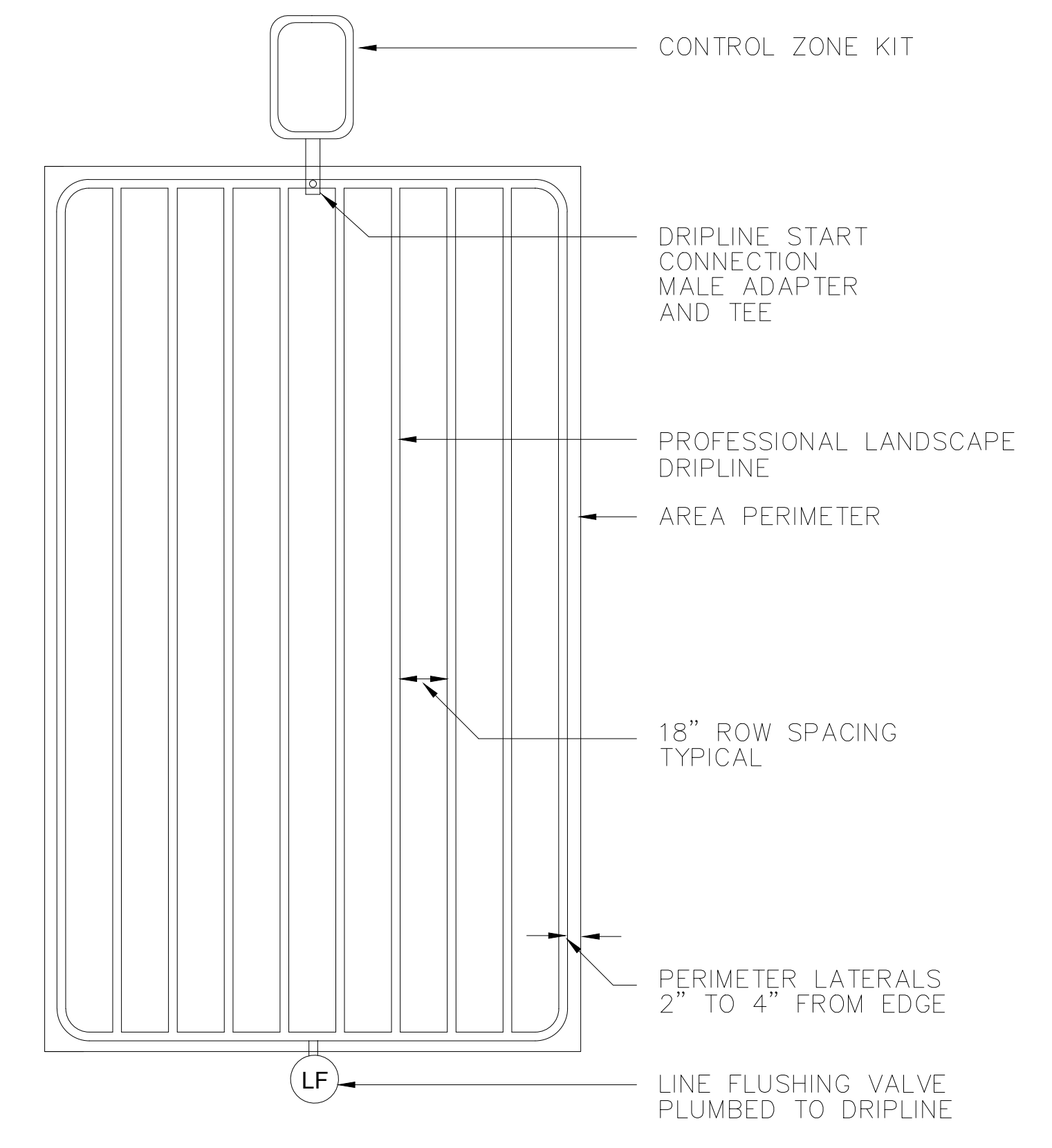
Date FEB 13, 2020
Drawn By GAC
Checked By GAC
Revisions



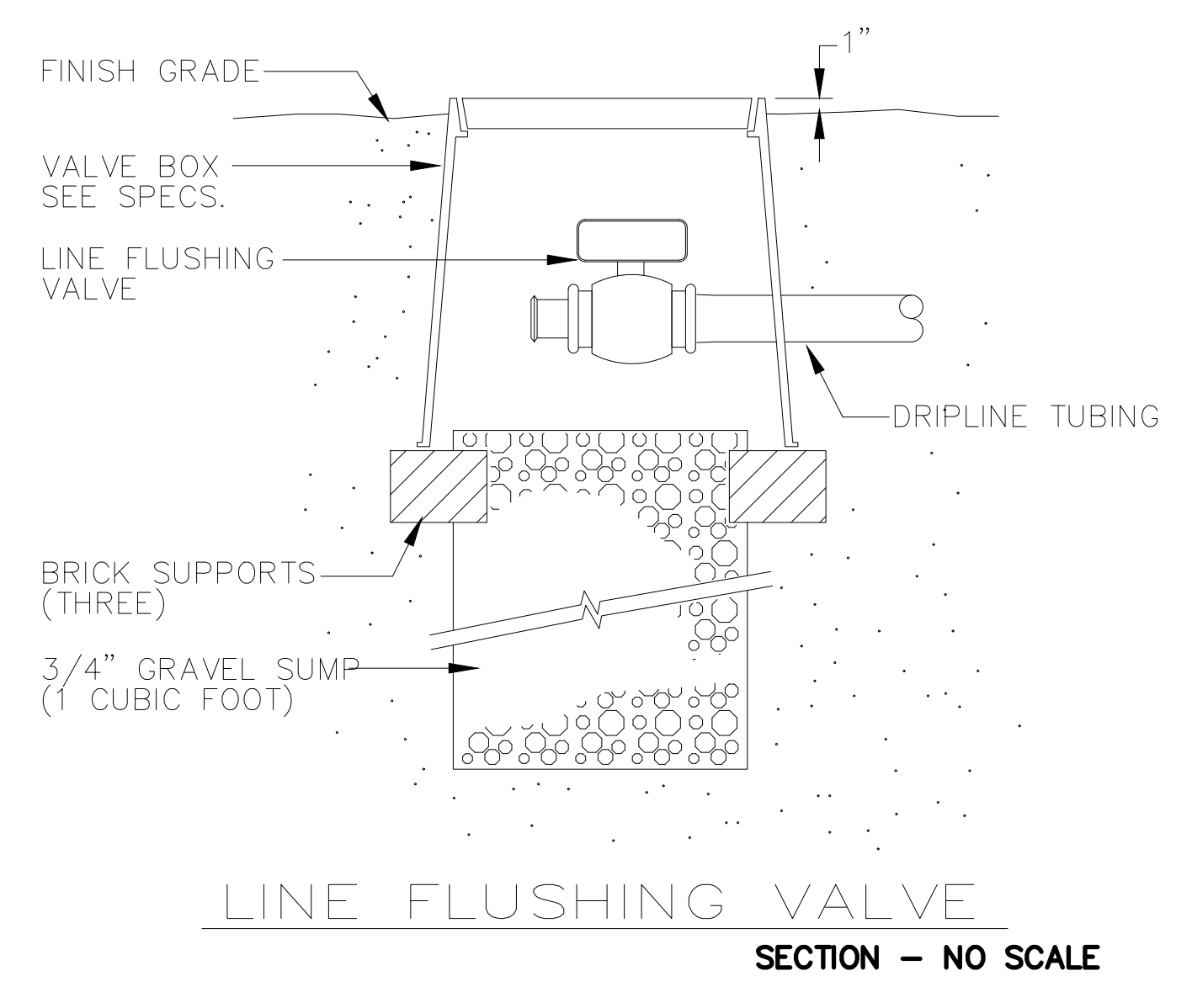
DRIPLINE ON GRADE
SCALE: NOT TO SCALE



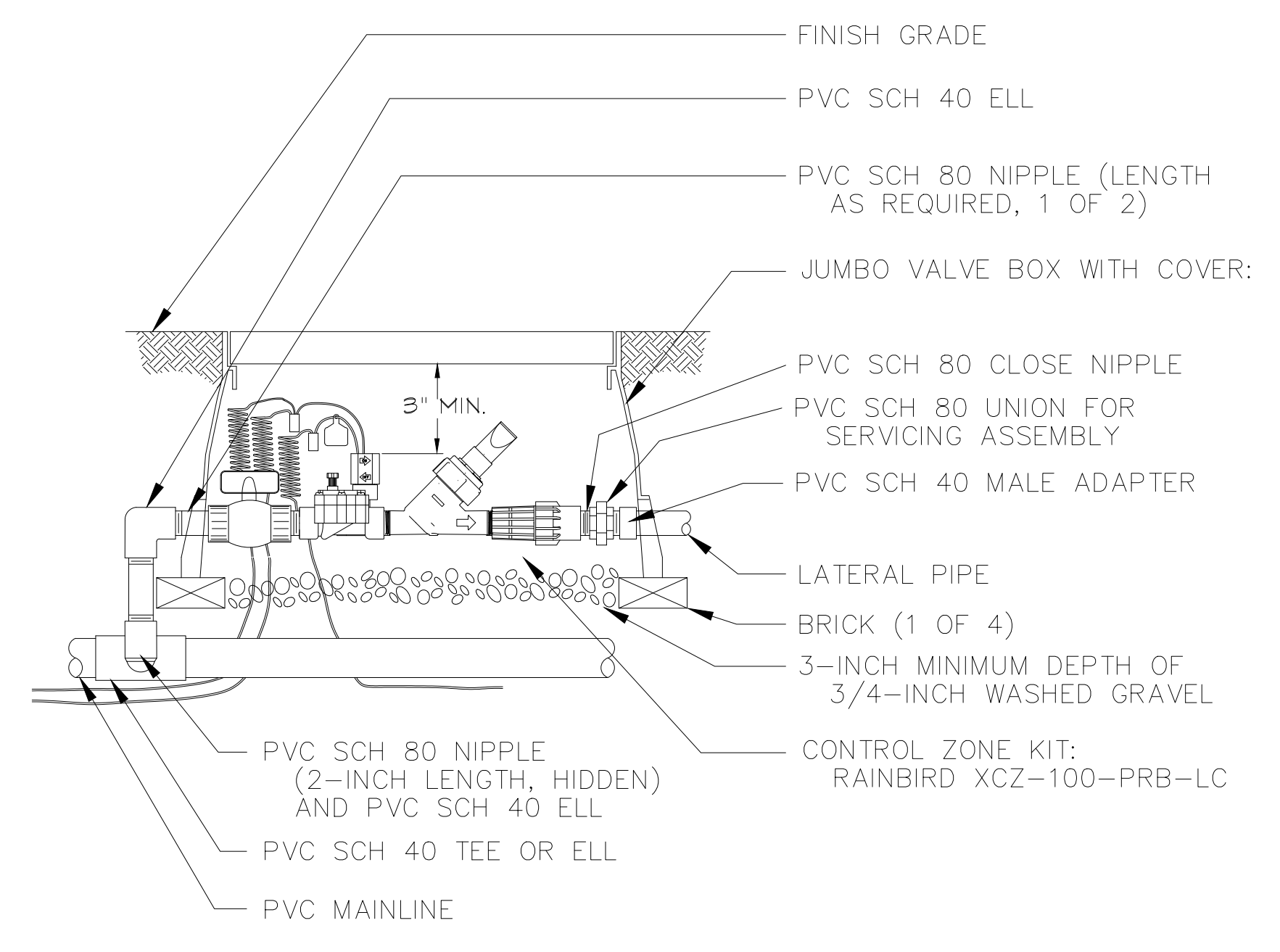
DRIPLINE START CONNECTION
SECTION - NO SCALE



TYPICAL DRIPLINE END FEED LAYOUT
DETAIL - NO SCALE



LINE FLUSHING VALVE
SECTION - NO SCALE



DRIP CONTROL ZONE KIT
SCALE: NOT TO SCALE

FAIN • CUPPETT
LANDSCAPE ARCHITECTS, LLC
817-478-0730
10000 North Loop West, Suite 200
North Dallas, TX 75244-1781
PROFESSIONAL LANDSCAPE ARCHITECTS - REGISTRATION NUMBER 0023539

Fain Cuppett
Professional Seal
0023539
02/24/20

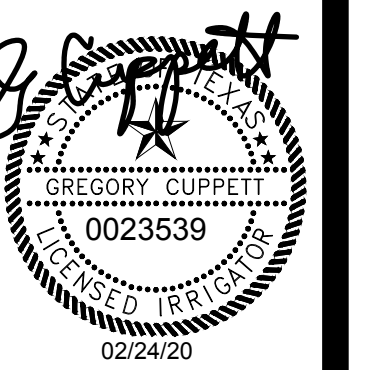
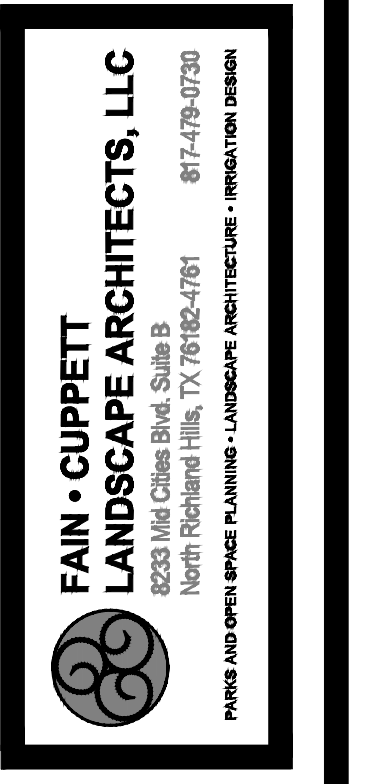
THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREGORY CUPPETT, LICENSED PROFESSIONAL LANDSCAPE ARCHITECT, REGISTRATION NUMBER 0023539, AND FAIN CUPPETT ARCHITECTS, P.C., LICENSED PROFESSIONAL ARCHITECTS, REGISTRATION NUMBER 0023539. THE ORIGINAL FILE IS SUBJECT TO THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS AND THE RULES AND REGULATIONS OF THE TEXAS BOARD OF PROFESSIONAL LANDSCAPE ARCHITECTS. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR DEVIATION FROM THE ORIGINAL FILE. THE USER OF THIS FILE AGREES TO HOLD FAIN CUPPETT ARCHITECTS, P.C. AND GREGORY CUPPETT, LICENSED PROFESSIONAL LANDSCAPE ARCHITECT, HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE INCURRED BY FAIN CUPPETT ARCHITECTS, P.C. OR GREGORY CUPPETT, LICENSED PROFESSIONAL LANDSCAPE ARCHITECT, AS A RESULT OF ANY SUCH MODIFICATION TO OR DEVIATION FROM THE ORIGINAL FILE WITHOUT THE WRITTEN PERMISSION OF FAIN CUPPETT ARCHITECTS, P.C. OR GREGORY CUPPETT, LICENSED PROFESSIONAL LANDSCAPE ARCHITECT.

RAPID MED
HWY 377
ARGYLE, TEXAS

Sheet No.
L-7

DRIP DETAILS

Date FEB 13, 2020
Drawn By GAC
Checked By GAC
Revisions



THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF GREGORY CUPPETT, LICENSED PROFESSIONAL ENGINEER, STATE OF TEXAS, LICENSE NUMBER 0023539. BY USING THIS FILE, THE USER AGREES TO THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS AND THE RULES AND REGULATIONS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS. THE USER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATION TO OR DEVIATION FROM THE ORIGINAL DRAWING. THE USER AGREES TO HOLD GREGORY CUPPETT, LANDSCAPE ARCHITECTS, LLC, HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY GREGORY CUPPETT, LANDSCAPE ARCHITECTS, LLC, OR ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS DRAWING FILE.

RAPID MED
HWY 377
ARGYLE, TEXAS

Sheet No.
L-8

SECTION 02750

IRRIGATION

PART I - GENERAL

1.01 DESCRIPTION

A. Work Included

1. Piping and fittings.
2. Connection to existing water lines.
3. Valves, bubblers, and spray heads.
4. All miscellaneous fittings and accessories required to complete and operate system.
5. Excavation and backfill.
6. Testing and adjusting.
7. Clean up.

B. Related Work Specified Elsewhere

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. All applicable local and national Plumbing Ordinances, Electrical Codes, and Building Codes.
2. National Plumbing Code.

B. Licenses:

1. All work shall be performed by or under the direct supervision of an irrigator or plumber licensed to practice under the authority of the State of Texas.

C. Reference Standards:

1. ASTM D-2241-78
2. CS 256-63

1.03 SUBMITTALS

A. Maintenance Materials : At completion of the job, furnish spare parts and all special tools and equipment required to operate and maintain system.

B. Maintenance Data: Furnish two copies of parts list and repair manuals and all special tools and equipment required to operate and maintain system.

C. Manufacturer's Literature: Submit catalogue data indicating performance, weight, size and function of each item of equipment and material. Also provide manufacturer's operating manual.

D. Project Record Documents: Record on a clean set of plans in colored pencil and also a reproducible mylar:

1. All piping and wiring, including control wires by dimensions.
2. Locate all valves by dimension from two directions.

PART II - PRODUCTS

2.01 GENERAL

A. Equipment and Material Requirements:

1. Standard product of acceptable manufacturer.
2. In-service performance records to verify published capabilities.
3. New and unused.

2.02 MATERIALS

A. PVC Pipe and Fittings:

1. Polyvinyl chloride pipe (PVC) in accordance with ASTM D-2241-78 made to SDR-PR dimensions and approved by National Sanitation Foundation.
2. 2 inch pipe and smaller: Solvent weld PVC Type "Bell-End" pipe may be used.
3. 2 inch pipe fittings and smaller: Solvent weld type as recommended by pipe manufacturer.
4. All pipe downstream of backflow preventer to be Class 200 PVC; all swing joints and risers to be Schedule 80.

B. Joints and Fittings:

1. Nipples and risers: Schedule 80 threaded PVC pipe.
2. Fittings: Schedule 80 PVC.

C. Valves:

1. Double Check Double Gate Valve
 - a. Factory assembled and tested valve train.
 - b. Two spring loaded all brass check valves with soft rubber discs.
 - c. Two all brass shutoff valves.
 - d. Assembled with brass nipples.
 - e. In accordance with AWWA and ASSE specifications.
 - f. Approved Product: FEBCO.
2. Manual Control Valve
 - a. Straight type globe valve.
 - b. Size to match upstream pipe or as shown on drawings.
 - c. Cross handle control wheel.
 - d. Brass or bronze body and parts, Class 150.
 - e. Full floating valve disc with replaceable seat and washers.
 - f. Removable bonnet and stem assembly with packing gland and nut.

3. Electric Control Valve

- a. With flow control.
- b. Globe valve.
- c. Manual bleed.
- d. 24 VAC solenoid.
- e. Electric control, in-line.
- f. Size to match upstream pipe or as shown on drawings.

4. Quick Coupler

- a. 1" female inlet.
- b. Brass or bronze construction.
- c. 150 psi capacity.
- d. Self closing cover.
- e. One piece, single lug, single key construction.
- f. Provide owner with two quick coupler keys & hose bib attachments.
- g. Install in "jumbo" plastic valve box, rectangular, heavy duty.

D. Valve Boxes:

1. Box for Double check double gate valve:
 - a. Concrete box with cast iron cover (or per code).
 - b. Sufficient size to house entire assembly and permit inspection, maintenance and repair.
2. Box for Electric Valves, Manual Valves, and Double Check Valves
 - a. "Jumbo", rectangular
 - b. Heavy duty plastic construction.
 - c. With locking lid.

E. Sprinkler Heads:

1. Bubbler, Flood Type
 - a. Plastic construction.
 - b. 1/2" IPS female inlet.
 - c. Adjustable flow via screen.
2. Spray Heads
 - a. 4" pop/12" pop
 - b. Plastic construction.
 - c. Stainless steel retraction spring.
 - d. Serviceable filter screen and nozzle.
 - e. Stationary or gear driven.
3. Rotary Heads
 - a. 12" pop/4"pop
 - b. Full and part circle heads as drawings indicate.
 - c. Stainless steel retraction spring.
 - d. Serviceable filter screen and nozzle.

F. Controllers:

1. Solid state.
2. Digital readout.
3. Dust Barrier.
4. Pump/master valve circuit switch.
5. 0-60 minute timing per station or as specified.
6. Up to three start times/day with manual override.
7. UL listed.
8. Battery backup.

G. Accessories:

1. Jointing Material: Teflon tape for threads on PVC pipe.
2. Control Wire: Direct Burial, size for voltage drop, minimum size per National Electric Code.

PART III - EXECUTION

3.01 GENERAL

Install all equipment and products in accordance with manufacturer's recommendations.

3.02 INSTALLATION

A. PVC Pipe and Fittings:

1. Handle and install PVC pipe, couplings, and fittings in accordance with manufacturer's recommendations and industry standards.
2. All PVC fittings shall be molded of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or screwed connections.
3. No fittings made of other material shall be used except copper as specified in the plans and details.
4. Space pipe length in jointing and snake to allow for expansion and contraction.
5. Thoroughly clean interior of the pipe of all foreign matter before being lowered into trench. Keep clean during laying operation by means of plugs or other approved method.
6. Do not lay pipe in water or when trench or weather conditions are unsuitable for work. Keep water out of trench until the joints are completed.
7. When work is not in progress, securely close open ends of pipe and fittings so that no trench water, earth or other substances will enter pipes or fittings.
8. Take up and relay any pipe that has the grade or joints disturbed after laying.

9. Fittings at bends in the pipe line and at ends of lines shall be firmly wedged against the vertical face of the trench.
10. Make joints in all screwed fittings by applying teflon tape on male threads.
11. Only schedule 80 pipe may be threaded.

B. Valves:

1. Install all new valves as indicated on the plans or as may be required for the proper control of the piping systems in which they are incorporated.
2. Bury valves deep enough so that valve box lid will not protrude above the ground.
3. Set valves vertically and locate 12 inches from sidewalks where possible.
4. Adjust flow control to give correct pressure at sprinkler head.

C. Heads - Contractor shall field adjust all heads to minimize/eliminate direct head spray onto all paving, roadways, walks, buildings, electrical transformers and other above ground equipment.

3.03 FIELD QUALITY CONTROL

A. Leak Test:

1. When the main line or sections of the main line, e.g. loops with swing joints and valves have been installed, the system (or section) will then be pressurized to the operating pressure indicated on the drawings. The pressure will then be maintained for a twenty four hour leak test period.
2. All leaks will be repaired and retested prior to backfilling lines.
3. Any leaks developed during the first under normal operating pressures due to improper installation shall be repaired by the contractor at no expense to the owner.

B. Cleaning and Flushing System:

1. After pipe, fittings, and valves have been installed and connections made to water source, flush pipe free of all rock, dirt, trash, pipe shavings, and other debris before installing heads.
2. After heads have been installed, use system several times before final inspection.
3. Immediately before final inspection, check all heads for stoppage. Clean if necessary.
4. Remove nozzles of all heads and flush pipes. Clean and replace heads before final inspection.

C. Maintenance Instructions:

1. School at least two of the Owner's employees that will be maintaining the irrigation system in operating and maintenance procedures.
2. Include operation of controllers and valves, balancing of the system, and maintenance of all equipment including removal and replacement of valve and controller components.

3.04 CLEANUP

- A. Make final cleanup of all parts of work before final acceptance.
- B. Remove all construction materials and equipment.
- C. Prepare site in an orderly and finished appearance.
- D. Remove from site any rock or extra soil that resulted from this work and restore site to its original condition.

END OF SECTION

A NEW BUILDING FOR
RAPID MED URGENT CARE
 Argyle, TX

Mark M. Martin, Architect
 Michael A. Bates, Architect
 100 West Oak St. - Suite 201
 Denton, Texas 76201
 (940) 565-0260
 (940) 387-4881

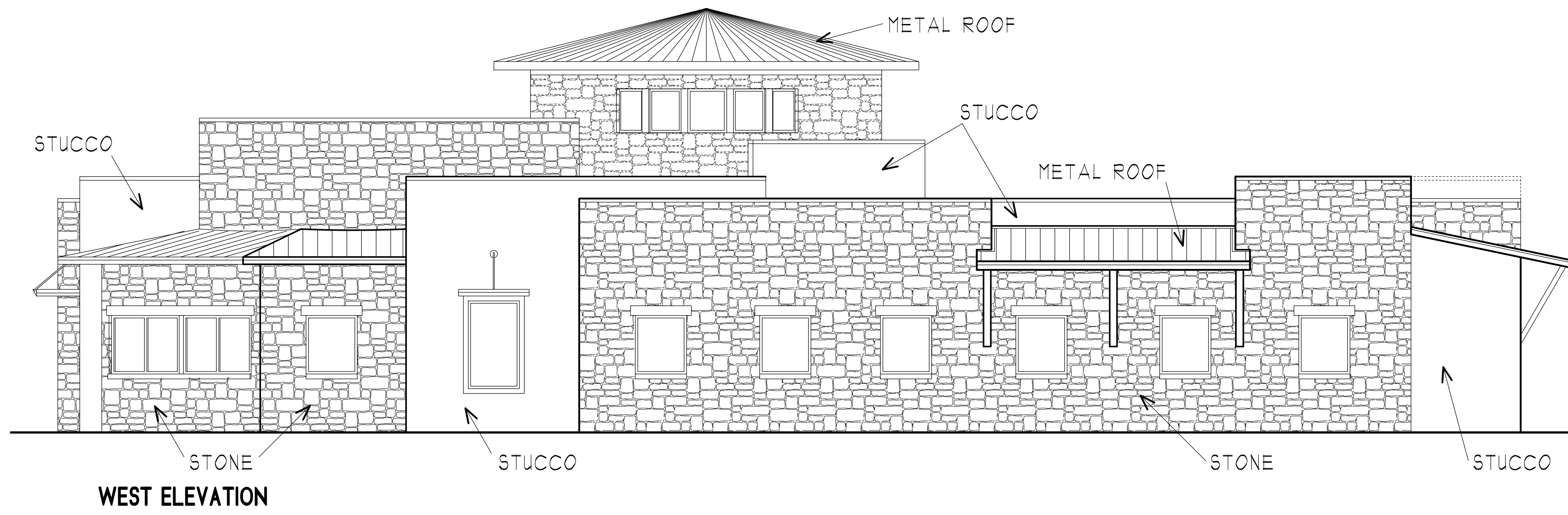


BMA
 PROJECT NO.

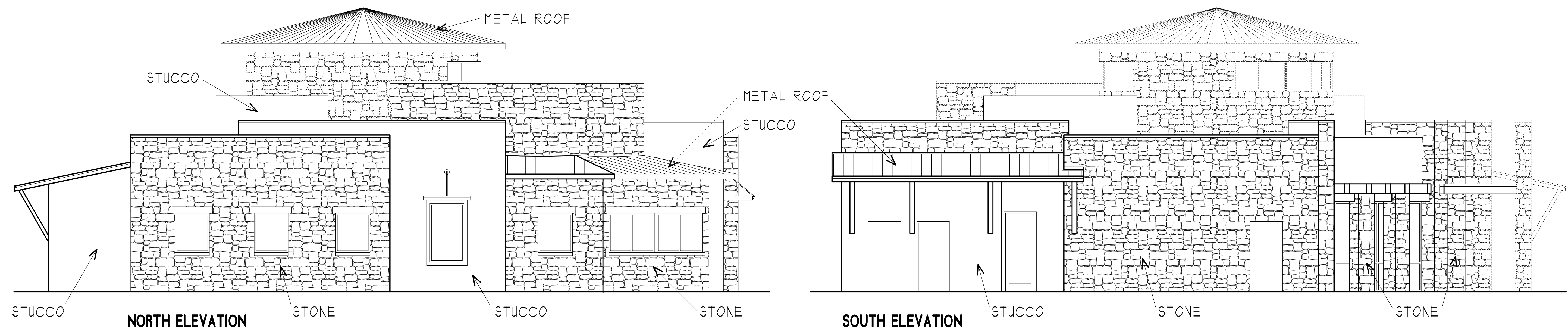
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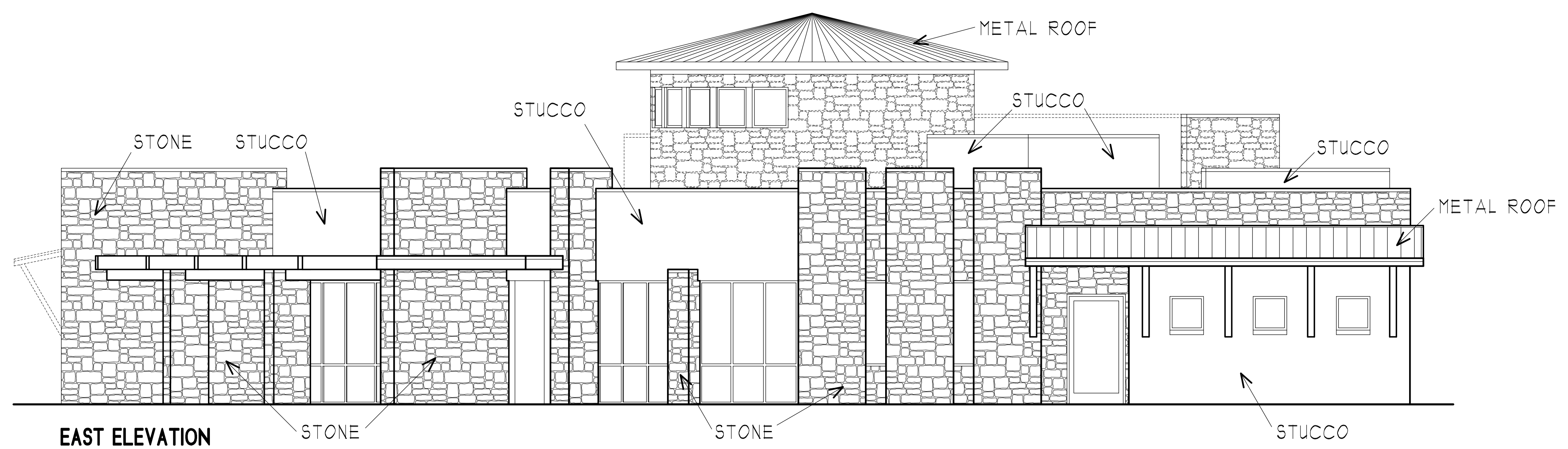


WEST ELEVATION



NORTH ELEVATION

SOUTH ELEVATION



EAST ELEVATION

February 24, 2020

Angie Manglaris
Development Coordinator
Town of Argyle
308 Denton Street
Argyle, Texas 76226

Re: Rapid Med Urgent Care Variance Request

Angie

Due to the Right of Way Dedication required for Cook Street and the required 5'-0" setback added to this distance, the proposed Rapid Med layout requested by the Owner is extremely tight in fitting on our lot going north to south. We are asking for a variance from the current required City setback of 5'-0". As we have doors exiting from the south side of our building and they will need a sidewalk and small retaining wall, we are asking a revised Cook Street setback of .2 feet to make the current proposed building layout fit.

Thank you for your consideration

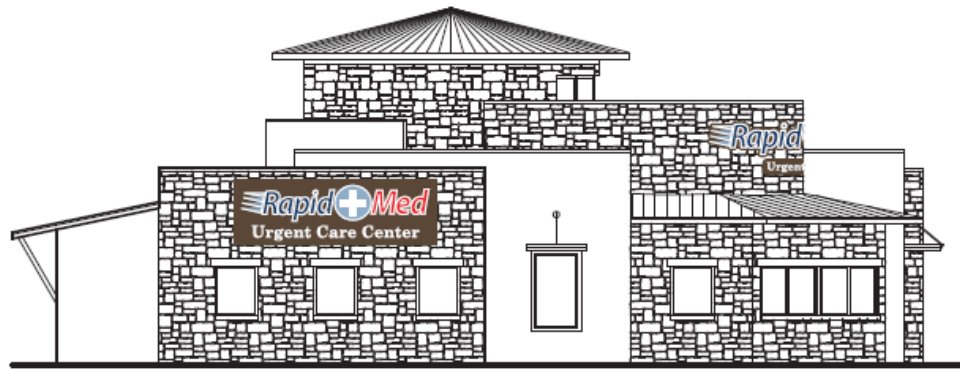


Mark Martin

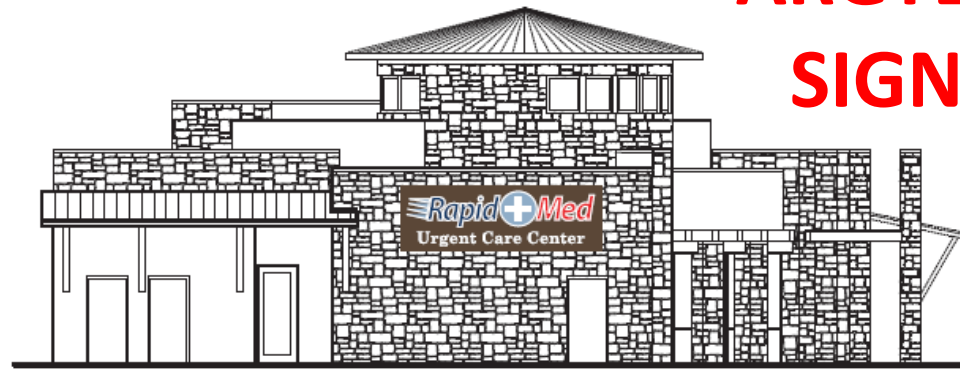
Bates Martin Architects, LLC



WEST ELEVATION

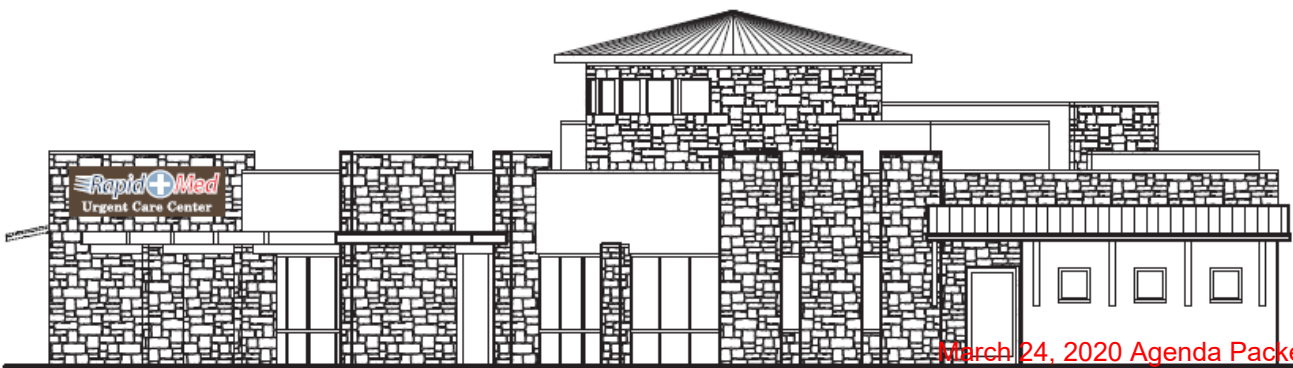


NORTH ELEVATION



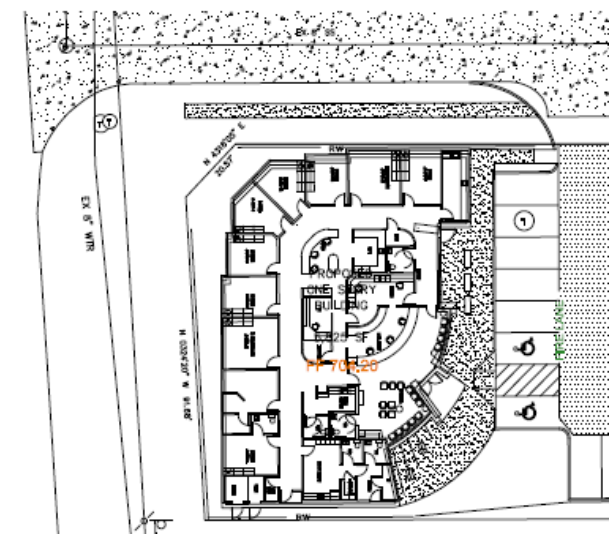
SOUTH ELEVATION

ARGYLE RAPID MED SIGN LOCATIONS



EAST ELEVATION

U.S. HIGHWAY 377
120' R.O.W. VOL. 340B, PG. 57B



Rapid Med – Double Oak

- Currently maintains 5 signs on the exterior of the Double Oak building.
- The signs are very classy and work well with a corner intersection.
- The location, design, and size would be very similar in the Argyle location (based upon building orientation and not cardinal direction).



WEST ELEVATION – DOUBLE OAK

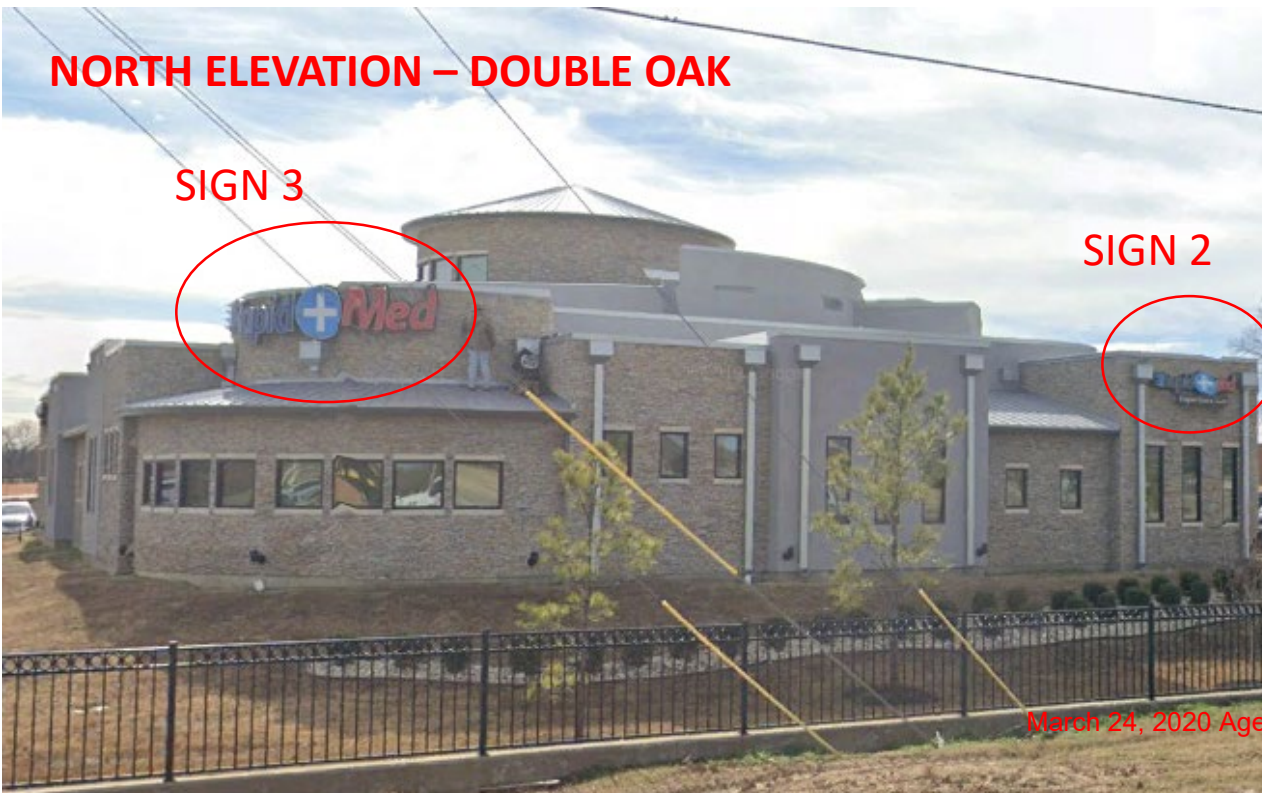


SOUTH ELEVATION – DOUBLE OAK



Item H.2.

NORTH ELEVATION – DOUBLE OAK



EAST ELEVATION – DOUBLE OAK



March 2, 2020

Ms. Angie Manglaris
Development Coordinator
Town of Argyle
308 Denton Street
Argyle, Texas 76226

Re: Rapid Med Urgent Care Sign Variance Request – Cook Street

Dear Ms. Manglaris,

The current development code allows for 2 exterior wall signs. We are requesting a variance to allow for 5 exterior wall signs. The signs will comply with the size requirements set forth in the code.

Please find the attached enclosures illustrating the sign locations on the Argyle property as well as the location of existing signs on the current facility that is operating in Double Oak as an example of the applicant's request and plan.

Sincerely,

Stephen Shannon

Stephen Shannon

Enclosures



Scott D. Caruthers
Direct Dial: 214.986.9018
Email: sdc@Marshallgage.com

February 27, 2020

Angie Manglaris
Development Coordinator
Town of Argyle
308 Denton St E.
Argyle, TX 76226

**Re: Rapid Med Urgent Care
US 377 Street Tree requirements**

Dear Ms. Manglaris,

In response to staff review comment regarding US 377 Landscape Buffer, dated February 19, 2020, please accept this letter as a request for waiver from the street trees required along US 377. Per section 14.3.53-712.Iv of the form based code, a landscape buffer with significant tree plantings is required along US 377. This is in addition to the street tree requirement, which creates an overlap in required tree plantings resulting in a lack of adequate space per tree. In addition, any trees planted in the US 377 right of way would be removed by TxDOT when the planned roadway improvements are constructed.

Your consideration is appreciated.

Sincerely,

Scott D. Caruthers, P.E.
Marshall Gage LLC

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2019-11**

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, PROVIDING FOR A ZONING CHANGE FROM A (AGRICULTURAL) TO VC-MU (VILLAGE CENTER MIXED USE) FOR COOK ST. RESTAURANT, BEING APPROXIMATELY 1.143 ACRES OF LAND, LEGALLY DESCRIBED AS A PORTION OF STEPHEN A. CHAMBERS SURVEY, ABSTRACT NO. 308A, AND BEING LOCATED ON THE EAST SIDE OF U.S. HWY. 377, AND SOUTH OF COOK STREET, LOCATED 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 applicant G&A McAdams, on behalf of the owner, ERI-Cook Street LLC, have applied for a zoning change from A (Agricultural) to VC-MU (Village Center Mixed Use) for Cook St. Restaurant, being approximately 1.143 acres of land, legally described as a portion of Stephen A. Chambers Survey, Abstract No. 308A, and being located on the east side of U.S. HWY 377, and south of Cook Street, located in the Town of Argyle, Denton County, Texas as shown and described on the attached Exhibits "A-1" and "A-2" incorporated herein by reference as if copied in its 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 zoning change should be granted, as set forth herein; and

WHEREAS, the Town Council finds that the zoning change 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: That the Comprehensive Zoning Ordinance of the Town of Argyle, Texas, be, and the same is hereby amended by amending the Zoning Map of the Town of Argyle so as to change the zoning on the tracts of land, described in Exhibits "A-1" and "A-2" (the "Property"), to VC-MU (Village Center Mixed Use) as depicted in Exhibit "A-3" and establishing the development standards as set forth in Exhibit "B."

SECTION 3. The development shall meet or exceed all requirements for the base zoning types VC-MU (Village Center Mixed Use), with deviations from the Subdivision Ordinance and Zoning Ordinance as set forth in Exhibit "B."

SECTION 4. That all uses authorized by the development shall conform to the development standards in Sections 2 and 3 of this Ordinance, the Master Development Plan as shown in Exhibit "C" and the Town of Argyle Comprehensive Zoning Ordinance and Subdivision Ordinance with the following special conditions:

1. The applicant shall add a note or illustrate that vehicular access connection to the south be provided when the adjacent property to the south is re-developed.
2. The variance request to waive the required sidewalk along US HWY 377 shall be allowed.
3. The variance request to change Alcohol Sales from a Specific Use Permit to a permitted use shall be denied.

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 Comprehensive Zoning Ordinance of the Town of Argyle, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense.

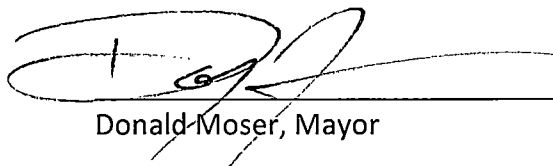
SECTION 6. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part or portion thereof, other than that portion so decided to be invalid or unconstitutional. In the event of conflict with Comprehensive Zoning Ordinance, Subdivision Ordinance and regulations, this ordinance shall prevail.

SECTION 7. Injunctive Relief. 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.

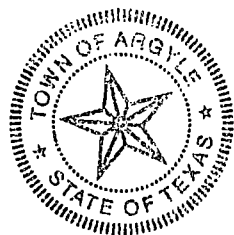
SECTION 8. Effective Date: This ordinance shall take effect immediately from and after its passage, and publication of the caption of said ordinance, as the law in such case provides.

DULY PASSED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, on this the 23rd day of April, 2019.

APPROVED:

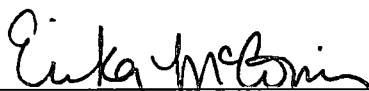


Donald Moser, Mayor

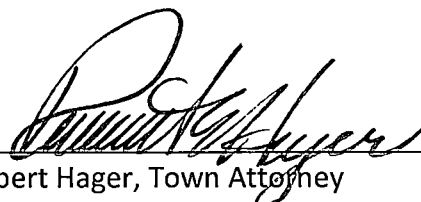


ATTEST:

APPROVED AS TO FORM:



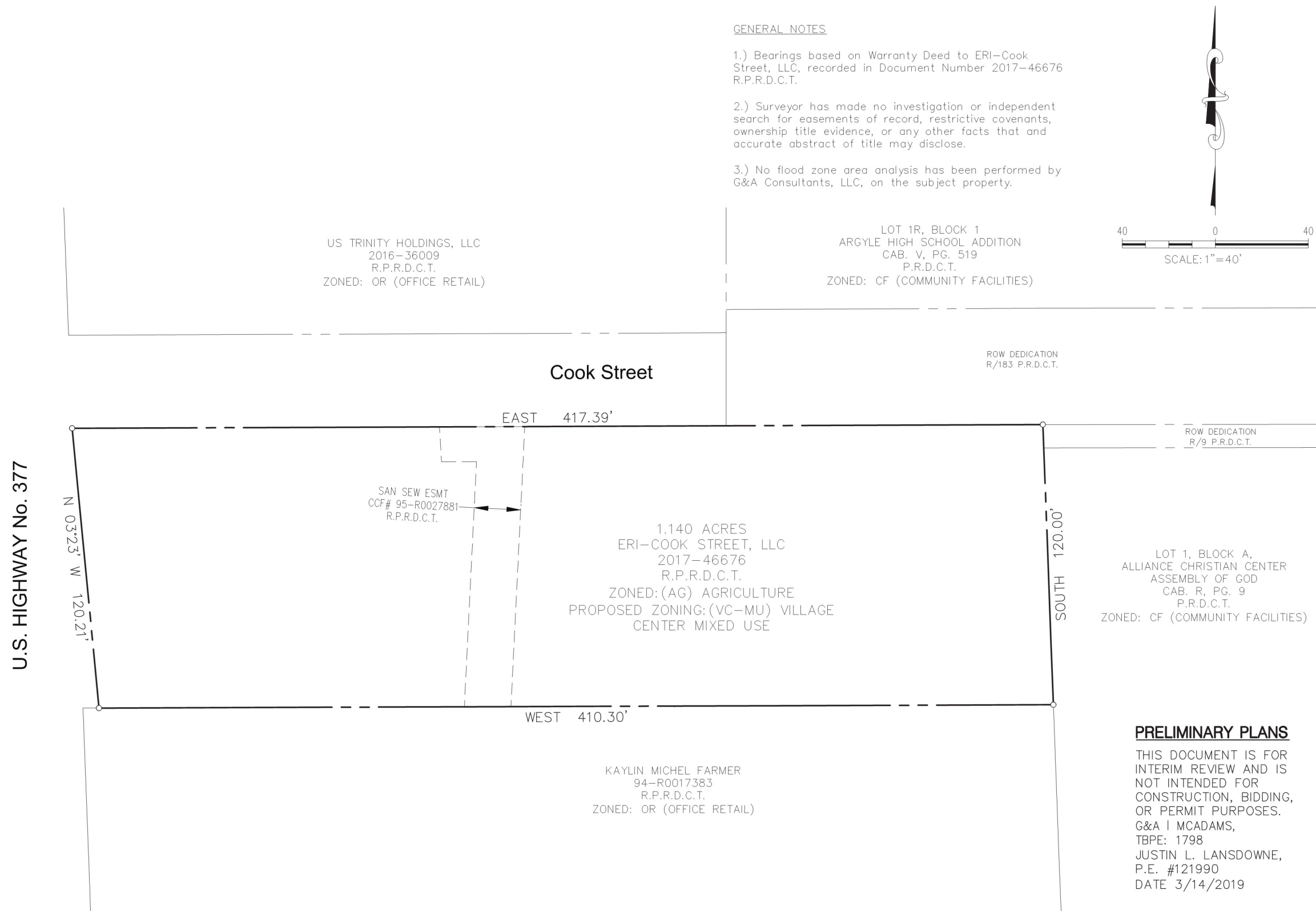
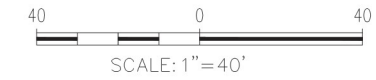
Erika McComis, Town Secretary



Robert Hager, Town Attorney

GENERAL NOTES

- 1.) Bearings based on Warranty Deed to ERI-Cook Street, LLC, recorded in Document Number 2017-46676 R.P.R.D.C.T.
- 2.) Surveyor has made no investigation or independent search for easements of record, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
- 3.) No flood zone area analysis has been performed by G&A Consultants, LLC, on the subject property.



PRELIMINARY PLANS

THIS DOCUMENT IS FOR INTERIM REVIEW AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 G&A | MCADAMS,
 TBPE: 1798
 JUSTIN L. LANSDOWNE,
 P.E. #121990
 DATE 3/14/2019

EXHIBIT 1
Zoning Boundary Exhibit
Cook St.

Town of Argyle
 Denton County, Texas



EXHIBIT 2

Metes and Bounds Description

Cook Street

All that certain tract of land situated in the S. A. CHAMBERS SURVEY, ABSTRACT NO. 308, Denton County, Texas, and being a part of Tract 3, W.C. ORR'S SUBDIVISION, an addition to the City of Argyle, Denton County, Texas, according to the Plat recorded in Volume. I, Page 10, Plat Records, Denton County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron at the intersection of the East line of U.S. Highway No. 377 (a 120 foot R.O.W.) and the South line Cook Street (a 40 foot R.O.W.) said point being South 03 degrees 23 minutes East, 202.28 feet from the Northwest corner of said Tract 3;

THENCE East, along the South line of said Cook Street, at 177.39 feet pass a 1/2 inch iron found, and continuing, at 80.00 feet pass a 1/2 inch iron found, and continuing, in all, 417.39 feet to a 3/8 inch iron found;

THENCE South, 120.00 feet to a 1/2 inch iron set;

THENCE West, at 160.00 feet pass a 1/2 inch iron set, and continuing, at 80.00 feet pass a 1/2 inch iron set, and continuing, in all, 410.30 feet to a 1/2 inch iron set in the East line of said U.S. Highway No. 377;

THENCE North 03 degrees 23 minutes west, along the East line of said U.S. Highway No. 377, a distance of 120.21 feet to the Point of Beginning and containing 1.140 acres (49,662 square feet) of land, more or less.



Purpose and Intent

Cook Street Restaurant is a 1.143 acre site located at the southeast corner of Cook Street and US 377. Proposed is one building along the US 377 frontage for use as a restaurant. The site is bounded by Cook Street, US 377 and existing development to the south and east. The development is an infill property based on its size and existing conditions.

As indicated in the Town's Comprehensive Plan, this property is within the Form Based Code (FBC) area. The character zones, as shown on the Framework Plan in Appendix A of the Town's FBC ordinance is T4, Village Center. This Master Development Plan (MDP) serves as a regulatory document on how his development will meet the intent of the FBC requirements. Any conflict between the FBC ordinance and this MDP, this MDP shall prevail.

A variance is requested to not install a sidewalk along US 377. The rational is due to the impending expansion and construction of US 377.

Description of Land Uses (Character Zones)

There is one character zone planned for Cook Street Restaurant development; specifically, due to the small size of the site. The location is within the Village Center character zone that is described in the Comprehensive Plan as:

"T4 Village Center land uses are a mix of residential and commercial, with some public facilities. This medium density, pedestrian-oriented district will capture value from the intersection of FM 407 and US 377."

The corresponding zoning district of the Village Center land use is stated in the Town's Code of Ordinances as follows:

"Village Center: The Village Center FB Zoning District is intended for a mix of neighborhood-oriented commercial, residential, and public/civic land uses. It is intended to be lower in intensity than the Regional Center area and takes advantage of the intersection of regional corridors such as US 377 and FM 407. The Character Zones as per the ZFP recommended for the Village Center (see Appendix C) are:

- i. Village Center Mixed Use: This zone is intended to provide for a range of neighborhood serving retail, office, and service uses in a walkable neighborhood context. Primary automobile access shall be from US 377 or FM 407, but will also have pedestrian and automobile access within the zone and to adjacent zones. It shall be generally located closer to the US 377 or FM 407 frontage in order to take advantage of visibility from these regional roadways."

The proposed development meets all the requirements of the Land Use and Zoning District overviews. The single building proposed will be one story with appropriate architecture and materials as provided in Section



COOK STREET RESTAURANT > MDP

14.3.53-7 The intent of the Exhibit 6 is to show the general architectural theme, colors and material; the site plan will comply with all architectural standards. Extensive landscaping areas and treatments will enhance that development. The site has adequate parking for the use.

Land Use Acreage Summary

Gross Acreage	1.143 Acres
Net Acreage	1.143 Acres

Schedule of Uses

The proposed uses of Cook Street Restaurant shall be allowed as listed in Table 6.1, Schedule of Uses, that is in Section 14.3.53-6 of the Town's FBC ordinance.

FB Zoning Districts	Village Center
Character Zones	VC-MU
Land Use	
Commercial Uses (Office, Retail, Sales and Service Uses)	
Retail Sales or Service (personal service uses) with no drive through facility (no alcohol sales). Excluded from this category are retail sales and service establishments geared towards the automobile	P
Auto-related Sales or Service establishments	P
Finance, Insurance, and Real Estate establishments including banks, credit unions, real estate, and property management services, with no drive through facility	P
Offices for business, professional, administrative, and technical services such as accountants, architects, lawyers, doctors, etc.	P
Research laboratory headquarters, laboratories and associated facilities	P
Food Service Uses such as full-service restaurants, cafeterias, bakeries and snack bars with no drive through facilities[.] Included in this category is café seating within a public or private sidewalk area with no obstruction of pedestrian circulation. Also included in this category is the sale of alcoholic beverages (with food service).	P
Alcohol Sales (retail, restaurant, etc.)	p*
Pet and animal sales or service (incl. vet clinic)	P
Any permitted use with a drive through facility	P
Arts, Entertainment, and Recreation Uses	
Amusement or theme park establishment (indoor) including bowling alleys, bingo parlor, games arcades, skating, etc.	
Amusement or theme park establishment (outdoor) including miniature golf, go-cart tracks, etc.	
Art galleries	P
Art, antique, furniture or electronics studio (retail, repair or fabrication; excludes auto electronics sales or service)	P



COOK STREET RESTAURANT > MDP

Theater, cinema, dance, or music establishment	
Museums and other special purpose recreational institutions	
Fitness, recreational sports, gym, or athletic club	P
Parks, greens, plazas, squares, and playgrounds	P
Educational, Public Administration, Health Care and Other Institutional Uses	
Business associations and professional membership organizations	P
Child day care and preschools	P
Schools, libraries, and community halls	P
Universities and Colleges	
Technical, trade, and specialty schools	
Hospitals and nursing establishments	
Civic uses	P
Social and fraternal organizations	P
Social services and philanthropic organizations	
Public administration uses (including local, state, and federal government uses, public safety, health and human services)	P
Religious Institutions	P
Funeral homes	
Residential Uses	
Home Occupations	P
Multifamily residential (residential units allowed on all floors)	
Residential Lofts (Upper floor residential units only)	
Single-family residential attached dwelling unit (Townhomes) (includes dwelling units detached by no more than 3')	
Single-family residential detached dwelling unit	
Accessory residential unit	
Live-work unit	
Manufacturing, transportation, communication, and utility Uses	
Cottage Manufacturing uses	
Food and textile product manufacturing	
Wood, paper, and printing products manufacturing	
Machinery, electronics, and transportation equipment manufacturing	



COOK STREET RESTAURANT > MDP

Miscellaneous manufacturing and assembly (included in this category are jewelry, silverware, equipment, electronics, personal metal goods, flatware, dolls, toys, games, musical instruments, office supplies, and signs.)	
Wholesale trade establishment	
Warehouse and storage services	
Transportation services (air, rail, road, truck and freight)	
Publishing (newspaper, books, periodicals, software)	
Motion picture and sound recording	
Telecommunications and broadcasting (radio, TV, cable, wireless communications, including stealth telecommunications towers, telephone, etc)	
Telecommunications Tower (standards in TDS shall apply)	SUP
Information services and data processing	
Other Uses	
Hotels, full and limited service	SUP
Parking, surface (primary use of property)	
Parking, surface (accessory use of property)	P
Parking, structured	P
Private attached garage (residential)	
Private detached garage (residential)	
Veterinary clinic	P
Community garden	
Antennas including cell, accessory, and mounted on top of buildings.	SUP

P = Permitted Use

"blank cell" = Not Permitted

SUP = Specific Use Permit

*= Variance request as part of this MDP

Development Standards

This section establishes the development standards for Cook Street Restaurant. Changes to the base development standards have been highlighted. In addition to the following text, the exhibits attached include:

- Exhibit 1 Zoning Boundary Exhibit
- Exhibit 2 Metes and Bounds Description



COOK STREET RESTAURANT > MDP

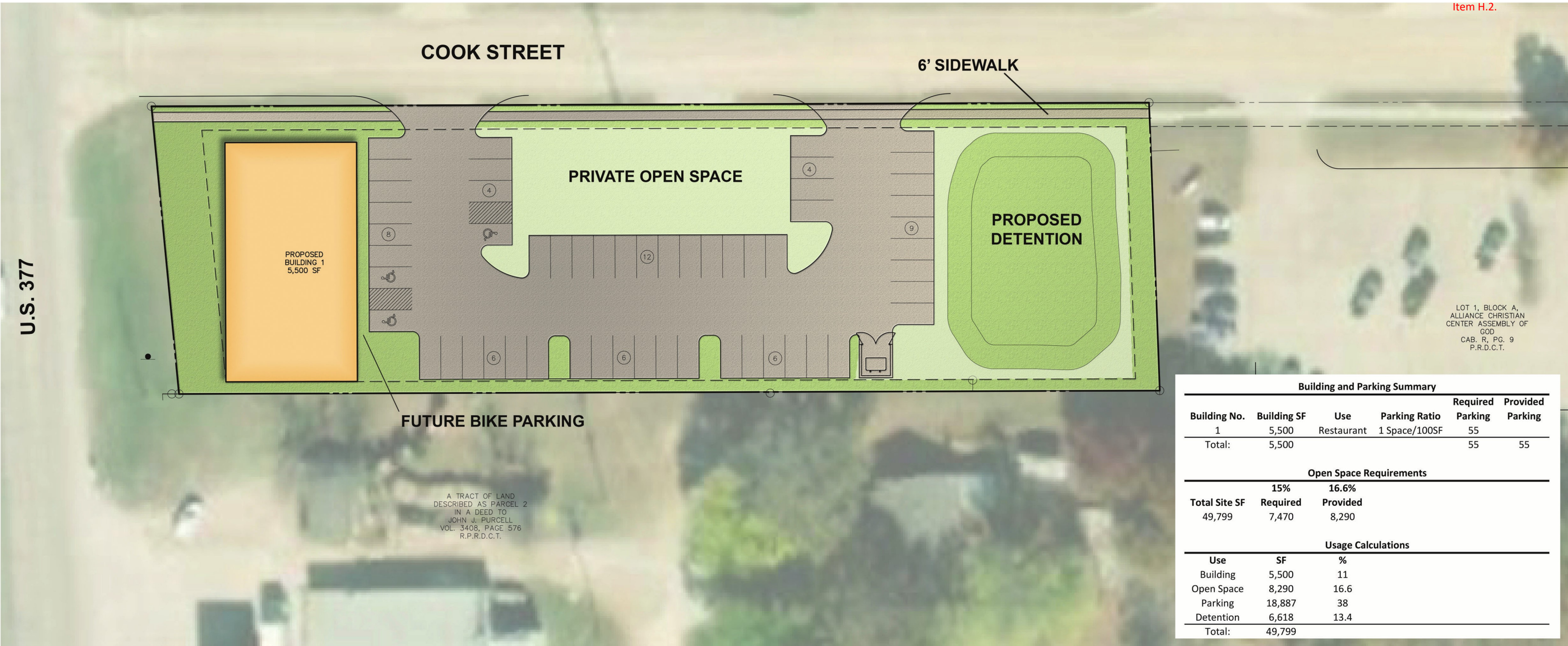
Exhibit 3	Existing & Proposed Framework Plan
Exhibit 4	Development Plan
Exhibit 5	Concept Landscape Plan
Exhibit 6	Architectural & Materials Imagery
Exhibit 7	Concept Utility Plan

Development Standard	Village Center - Mixed Use
1.0 Building and Site Standards	
a. Principal Building Height*	3 stories or 40' by right
* Building height shall be measured in number of stories. Habitable attics and mezzanines shall be excluded from the height calculation as long as they do not exceed 50% of the floor area of a typical floor in the same building.	
b. Setbacks and build-to zones**	
Front – Type “A” Frontages (377)	Min. setback = 20’; Max. setback = 100’
Type “B” Frontages	Min. setback = 5’; Max. setback = 20’
Side	0’
Rear	0’
c. Minimum Building Frontage ♦	
Type “A” Frontages	70%
All other frontages	None required
**Minimum and/or maximum setback standards shall be proposed by the applicant for each character zone based on the above criteria and Development Standards established in Section 14.3.53-7.B.7 of this Section.	
♦ Corner building facades at street intersections shall be built to the build-to-zone for a minimum of 30' from the corner along both streets or the width of the corner lot, whichever is less. This standard shall apply to any street intersection with a Type “A” Frontage (even if the cross street has a Type “B” Frontage designation).	
d. Accessory buildings	Permitted Standards in TDS Section 14.3.68 shall apply.
e. Principal building orientation	Buildings shall be oriented to the adjacent street.
f. Building facade & architectural design standards	Refer to Exhibit 6
2.0 Block and Lot Standards	
a. Block Type	regular
b. Block Perimeter	Max. block perimeter = 2,000
c. Type “A” Frontage Designation (Frontages along civic/open spaces shall be considered Type “A” frontage)	Minimum of 15% of all new block frontages to be designated as Type “A” Frontage
d. Lot Area	Flexible
e. Lot Width and Depth	Flexible
f. Maximum Lot Coverage	Flexible
g. Maximum Impervious Cover	70%



COOK STREET RESTAURANT > MDP

3.0 Street Design Standards	
N/A, no new streets proposed	
4.0 Streetscape Standards (Shall not include US 377 and FM 407 Frontages)	
a. Sidewalks/Trails/ Walkways	10 feet (min. along Type "A" frontages) 5 feet (minimum along all other streets except alleys)
b. Planter/Planting Strip Type	Required - Tree wells or Planters
c. Planter/Planting Strip width	6 feet (min.) wide tree well or planting strip
d. Street trees	Required – 1 tree per 30' frontage
5.0 Open/Civic Space Standards	
a. Open/Civic Space	Required – 15% minimum
6.0 Parking & Screening Standards	
a. Off-street parking	Standards in TDS Section 14.3.66 shall apply.
b. Off-street loading	Standards in TDS Section 14.3.66-4 shall apply.
c. Screening	
1. Trash/recycling receptacles	Screened from the public ROW
2. Other utility equipment	Standards in TDS Subsection 14.3.53-7.B.8 & 14.3.53-7.B.9 shall apply.
3. Loading spaces	Standards in TDS Section 14.3.67 shall apply.
4. Surface parking areas	Standards in TDS Section 14.3.5377.B.9 shall apply.
7.0 Landscape and Streetscape	
a. Landscaping#	
1. Landscape buffer between surface parking and sidewalks/trails and streets (except alleys)	Refer to Exhibit 5
2. Parking lot minimum interior landscaping	Refer to Exhibit 5
#The applicant shall submit a Landscape Concept Plan, which shall be reviewed as part of the MDP and must be approved by at time of Master Development Plan. The requirements for the landscape concept plan are outlined in section 14.3.53-7.B.12 of this Section. Information provided at the MDP phase may be schematic meeting the design intent of the proposed development. Detailed landscaping plans shall be required at the site plan stage for all nonresidential development.	
b. Lighting	All lighting within the development will meet the minimum lighting standards of the Town Development Standards.
1. Street Lighting	N/A
2. Building entrances	
3. Parking areas, trails, and streets	
8.0 Signs	
Standards in Article IV, Section 14.4.1 of the Town Development Standards shall apply.	



LOT 1, BLOCK A,
ALLIANCE CHRISTIAN
CENTER ASSEMBLY OF
GOD
CAB. R, PG. 9
P.R.D.C.T.

Building and Parking Summary					
Building No.	Building SF	Use	Parking Ratio	Required Parking	Provided Parking
1	5,500	Restaurant	1 Space/100SF	55	55
Total:	5,500			55	55

Open Space Requirements		
	15%	16.6%
Total Site SF	Required	Provided
49,799	7,470	8,290

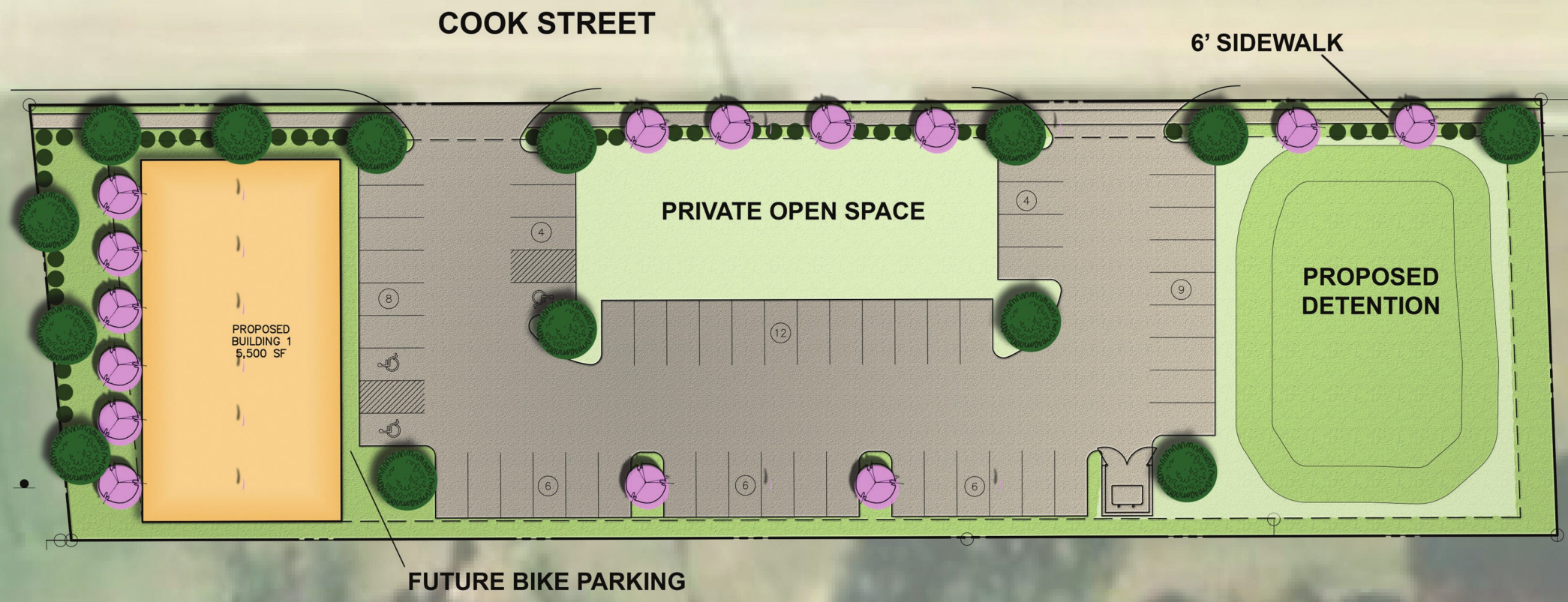
Usage Calculations		
Use	SF	%
Building	5,500	11
Open Space	8,290	16.6
Parking	18,887	38
Detention	6,618	13.4
Total:	49,799	

EXHIBIT 4
Development Plan
Cook St.

Town of Argyle
Denton County, Texas



U.S. 377



A TRACT OF LAND DESCRIBED AS PARCEL 2 IN A DEED TO JOHN J. PURCELL VOL. 3408, PAGE 576 R.P.R.D.C.T.

LOT 1, BLOCK A, ALLIANCE CHRISTIAN CENTER ASSEMBLY OF GOD CAB. R, PG. 9 P.R.D.C.T.

Building and Parking Summary					
Building No.	Building SF	Use	Parking Ratio	Required Parking	Provided Parking
1	5,500	Restaurant	1 Space/100SF	55	55
Total:	5,500			55	55

Open Space Requirements		
Total Site SF	Required	Provided
49,799	7,470	8,290

Usage Calculations		
Use	SF	%
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Open Space	8,290	16.6
Parking	18,887	38
Detention	6,618	13.4
Total:	49,799	

EXHIBIT 5
 Concept Landscape Plan
 Cook St.

Town of Argyle
 Denton County, Texas





EXHIBIT 6

Architectural & Materials Imagery
Cook St.

Town of Argyle
Denton County, Texas

March 24, 2020 Agenda Packet 242 of 387



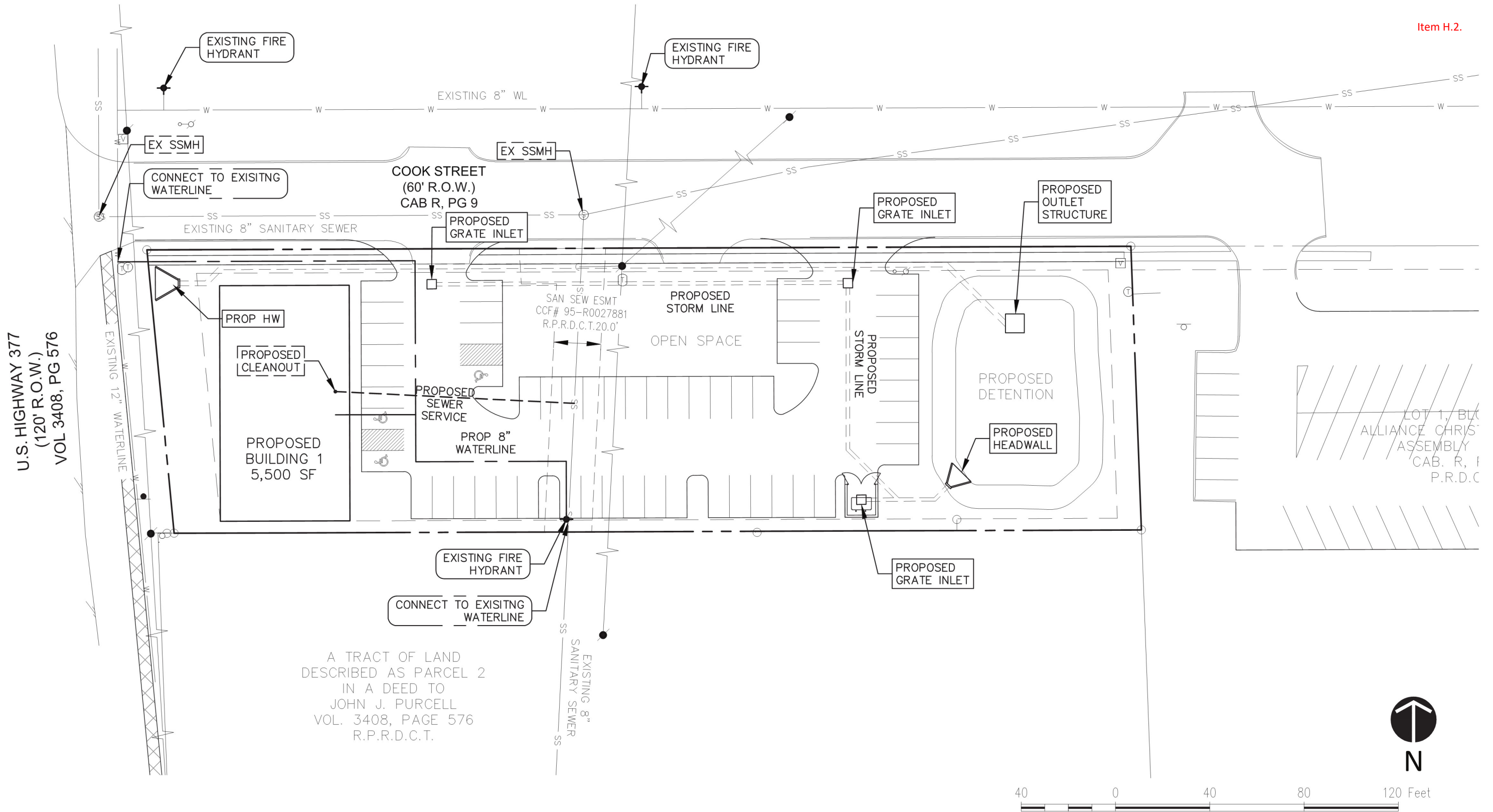


EXHIBIT 7
Concept Utility Plan
Cook St.

Town of Argyle
 Denton County, Texas



DRC MEDIA COMPANY

NEWS & ADVERTISING SOLUTIONS

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

Publication(s): Denton Record-Chronicle

PROOF OF PUBLICATION

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

07/12/2019 07/13/2019

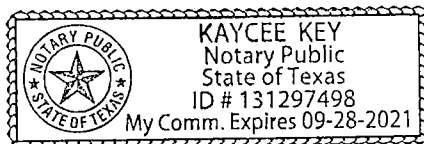
(signature of Authorized Designee)
Subscribed and sworn to before me
this 13th day of July, 2019 by

Chris Brumfield

(printed name of Designee)
Witness my hand and official seal:

(signature name of Designee)
Notary Public, Denton County, Texas

ARGYLE, TOWN OF
P O BOX 609
ARGYLE TX 76226



Ad Number: 18055

Price: \$66.00

Public Notice

ORDINANCE NO. 2019-11

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, PROVIDING FOR A ZONING CHANGE FROM A (AGRICULTURAL) TO VC-MU (VILLAGE CENTER MIXED USE) FOR COOK ST. RESTAURANT, BEING APPROXIMATELY 1.143 ACRES OF LAND, LEGALLY DESCRIBED AS A PORTION OF STEPHEN A. CHAMBERS SURVEY, ABSTRACT NO. 308A, AND BEING LOCATED ON THE EAST SIDE OF U.S. HWY. 377, AND SOUTH OF COOK STREET, LOCATED 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.

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.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS on this 23rd day of April, 2019.

drc 7/12 & 7/13/2019

Ad Copy:
Public Notice

ORDINANCE NO. 2019-11

AN ORDINANCE OF THE
TOWN OF ARGYLE, TEXAS, PROVIDING FOR A
ZONING CHANGE FROM A
(AGRICULTURAL) TO VC-MU (VILLAGE CENTER MIXED USE) FOR COOK ST. RESTAURANT,
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OF STEPHEN A. CHAMBERS SURVEY, ABSTRACT NO. 308A, AND BEING LOCATED ON THE EAST
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PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS
on this 23rd day of April, 2019.

drc 7/12 & 7/13/2019



TOWN COUNCIL DATA SHEET



Item H.3.

Agenda Item:

Consider approval of Ordinance 2020-07 amending Ordinance 2019-24, thereby amending the Town of Argyle FY2019 – 2020 Annual Budget to reflect increased costs in the amount of \$318,890 to be paid from General Fund Balance.

Meeting date:

March 24, 2020

Requested by:

Jeff Howell, Interim Town Manager
Kim Collins, Director of Finance

Background:

Budget amendments are requested when expenditures in a fund exceed the adopted budget authority given by Council during the annual budget process. We currently have multiple expenditures in the General Fund that we need increased budget authority to continue through our fiscal year. The \$318,890 increase in expenditures will come out of General Fund Balance. This Ordinance is necessary to amend the FY2019 – 2020 Annual Budget for items that will exceed the budget authority as follows:

FY 2019 - 2020 BUDGET AMENDMENT

<u>Description</u>	<u>Amount</u>	<u>Source of Funding</u>	<u>Account Affected</u>
			\$76,157 payout absorbed in salary expenditure
Severance & payout of leave	\$ -	N/A	
Interim Services - projected to 06.30.20	\$ 90,325.00	General F.B.	100-5-120-3210
Recruiter Contract - SGR	\$ 26,500.00	General F.B.	100-5-120-3210
Legal Services over \$31,000 budgeted	\$ 100,000.00	General F.B.	100-5-120-3215
			Chief retirement and Sergeant separation absorbed in salary expenditure
Severance & payout of leave	\$ -	N/A	
Interim Services for Chief	\$ 60,200.00	General F.B.	100-5-210-3210
Vail & Park - Out-of-Scope items + March meeting and Council training	\$ 15,000.00	General F.B.	100-5-120-3210
Time-keeping Software - difference between projected cost and server	\$ 5,000.00	General F.B.	100-5-140-6215
JD Gray - Strategic Plan (timing difference)	\$ 11,875.00	General F.B.	100-5-110-3210
Cost to live-stream additional meetings	\$ 2,400.00	General F.B.	100-5-110-3210
Records Consultant - Parsonage Bldg.	\$ 7,590.00	General F.B.	100-5-120-3210
	\$ 318,890.00		



TOWN COUNCIL DATA SHEET



Council adopted budget authority for architect and design services to explore possibilities and related costs to renovate the Parsonage and potential space planning at Town Hall. The FY 2019 – 2020 Adopted Budget currently has \$100,000 budget authority in the Capital Improvements Fund (see attached). As Council worked through the budget process last summer, the budget was adopted with expenditures to explore facility planning this year but no authority to proceed with any renovations if Council determines the desired direction. A budget amendment would have to come back before you for any dollars to be allocated to renovations.

Financial Impact:

Increased budget authority of \$318,890 in General Fund. Re-estimated FY 2019-2020 ending General Fund Balance is \$1,487,460.75. This re-estimated ending fund balance drops our number of days of fund balance to 116.24, which is below our policy guideline of 120 days.

Staff Recommendation:

Staff recommends approval of the ordinance.

Requested Action:

Approval of the Ordinance.

Attachments:

Ordinance 2020-xx

Excerpt from Adopted Budget showing \$100,000 budget authority in CIP

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2020-07**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, AMENDING ORDINANCE NO. 2019-24 THEREBY AMENDING THE ANNUAL BUDGET OF THE TOWN OF ARGYLE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020,

WHEREAS, the Town Council of the Town of Argyle, Texas held work sessions and on September 10, 2019 a public hearing on the budget for the Town of Argyle for the FY19 – 20 fiscal year; and

WHEREAS, On September 24, 2019, the Town Council of the Town of Argyle adopted Ordinance No. 2019-24 approving the total annual budget for the Town of Argyle; and

WHEREAS, the Town Council, upon careful review of the amendments to the current Fiscal Year 19 – 20 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	2019-2020 Adopted Expenditures	2019-2020 Amended Expenditures
General Fund	\$4,351,765.39	\$4,670,655.39

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 March 2020.

TOWN OF ARGYLE, TEXAS

BY: _____
Don Moser, Mayor

ATTEST:

Erika McComis, Town Secretary

Street Maintenance Sales Tax Fund

- Anticipates a 10% growth in sales and use tax revenue over FY 19 Re-Estimate
- Funds \$20,000 allocation to General Fund as a contribution to street maintenance materials, as well as \$35,000 if a Town-wide drainage project is undertaken
- Funds \$40,007 in debt service for 2019 Street Improvement Bonds
- Funds \$30,000 for concrete repairs to Frenchtown Road.
- Funds \$50,000 for undesignated road repairs

Building Maintenance Fund

- No transfers in
- \$10,000 undesignated budget authority (HVAC failure, potential repairs, etc.)

Court Technology Fund

- Funds Municipal Court annual software maintenance fees
- Funds automated calling system to defendants

Court Security Fund

- Funds training for clerk and judge
- Funds court bailiff
- Proposes security glass at Town Hall for the reception area

Parkland Dedication Fund

- Proposes funding for plant material at Park, to be installed by KAB and Denton County Master Gardeners
- Proposes \$30,000 towards bleacher covers

Tree Reforestation Fund

- Proposes funding for trees for Arbor Day give away

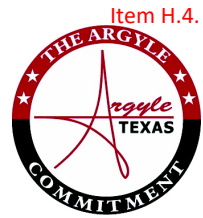
Capital Improvements Fund

- Models flow of ~~\$600,000~~ \$1,000,000 Transfer in from Roadway Impact Fee Fund and payment for Crawford Rd. reconstruction costs in partnership with Denton County and the City of Denton
- Continuation of 2019 Street Improvement Project
- Provides budget authority of up to \$750,000 for land purchase for a future municipal facility and \$100,000 for professional services for facility planning needs.

Debt Service (I&S) Fund



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Consider approval of Ordinance 2020-08 amending Ordinance 2020-07, thereby amending the Town of Argyle Fiscal Year 2019-2020 Annual Budget to reflect the addition of two police officer positions in the amount of \$102,000 to be paid from the General Fund balance.

Meeting Date:

March 24, 2020

Requested by:

Donald Moser, Mayor

Prepared by:

Emmitt Jackson, Chief of Police

Background:

The Argyle Police Department is currently allocated twelve (12) full-time positions. The current breakdown of these positions is one (1) Police Chief, two (2) Sergeants, one (1) Corporal/Traffic Officer, and eight (8) Police Officers. One of the police officer positions is dedicated as a full-time Detective. Assuming no officer uses discretionary leave or is absent for training, this level of staffing allows for two (2) officers on duty during each night shift, and one (1) officer on duty during some day shifts with other days shifts having two (2) officers on duty. The two sergeants work a swing shift which falls between the day and night shifts to allow them to interact with all officers and be available to meet with the Chief of Police weekly.

An increase of two (2) police officer positions would allow for two (2) officers on duty during both the day and night shifts every day of the week, while still maintaining a dedicated detective and traffic officer.

Neighboring cities have seen significant growth that will affect the Town of Argyle. The City of Denton grew 3.4% in the past year and is rated among the nation's top 10 "Boomtowns" by SmartAsset. The City of Northlake is in the midst of multiple housing construction projects. A forecast from the North Central Texas Council of Governments says that through at least 2030, Denton and Collin counties "will continue to capture an increasing share of the region's growth." This growth has produced a steady increase in annual vehicular traffic through the Town of Argyle in the past decade, along with an increase in reported traffic collisions. As new homes and businesses come to Argyle, an increasing potential for crimes of opportunity will present itself. Further, many of the police related issues related to population growth, such as suspicious person calls, auto accidents, domestic disturbances,



TOWN COUNCIL DATA SHEET



burglar alarms, and open buildings require a minimum of a two-officer response.

Financial Impact:

Adding two (2) police officer positions mid-year would have a financial impact of \$102,000.

The approximate cost of adding one police officer position, inclusive of salary and benefits, is \$98,079. Each new officer also requires approximately \$2,000 in uniforms, equipment, and protective gear in the first year of employment. This brings the total annual cost of one new police officer to approximately \$100,000.

Requested Action:

Staff recommends the approving the budget amendment to allow for the addition of two police officer positions to the Police Department's permanent staffing, beginning in April, 2020.

Attachments:

Budget Amendment Ordinance

Current Police Department Organizational Chart

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2020-08**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, AMENDING ORDINANCE NO. 2020-07 THEREBY AMENDING THE ANNUAL BUDGET OF THE TOWN OF ARGYLE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020,

WHEREAS, the Town Council of the Town of Argyle, Texas held work sessions and on September 10, 2019 a public hearing on the budget for the Town of Argyle for the FY19 – 20 fiscal year; and

WHEREAS, On September 24, 2019, the Town Council of the Town of Argyle adopted Ordinance No. 2019-24 approving the total annual budget for the Town of Argyle; and

WHEREAS, the Town Council, reviewed and adopted amendments to the current Fiscal Year 19 – 20 Budget on March 24, 2020; and

WHEREAS, the Town Council, upon careful review of additional amendments to the current Fiscal Year 19 – 20 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	2019-2020 Adopted Expenditures	2019-2020 Amended Expenditures
General Fund	\$4,670,655.39	\$4,772,655.39

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 March 2020.

TOWN OF ARGYLE, TEXAS

BY: _____
Don Moser, Mayor

ATTEST:

Erika McComis, Town Secretary



TOWN COUNCIL MEMO SHEET

**Agenda Item:**

Discuss and consider approval of Ordinance 2020-09, authorizing the issuance of the Town of Argyle, Texas General Obligation Refunding Bonds, Series 2020, levying a tax for the payment of said bonds and resolving other matters incident and related thereto, including the approval of a paying agent/registrar agreement and a purchase letter.

Meeting Date:

March 24, 2020

Prepared by:

Kim Collins, Director of Finance

Background:

Our financial advisors, Hilltop Securities, monitor the Town's debt portfolio for any refinancing opportunities. As brought forth at the February Council meeting, we currently have one debt issue that results in present value savings of over 3%, and that is a 2010 CO in the original amount of \$3,650,000. These Combination Tax and Revenue Certificates of Obligation originally were issued for constructing and improving streets, roads and alleys. The currently outstanding principal amount of the debt is \$2,590,000.

At the February Council meeting, Hilltop Securities estimated the net present value associated with the refinancing of the Series 2020 CO's was about 7.88% or \$235,600. For federal tax purposes, the refunding is a "reissuance" of the original debt; therefore, the reference to projects is a reference to the projects funded by the refunded obligations, the Series 2010 CO's. Due to the relatively small size of this transaction, the most efficient way to refinance the bonds is by privately placing the refunding bonds with a bank.

This ordinance and all language have been supplied by Bond Counsel and reviewed by the financial advisors. This ordinance contains all the relevant provisions governing the financing (i.e. rate, term, security and all other conditions, warranties and covenants as are usual and customary for a transaction of this type.) Please note there are several blanks in the ordinance that will not be able to be completed until the pricing is known on March 20. The paying agent/registrar agreement and the purchase letter are oriented towards the actual purchaser so they will come when the information is known and are not included in this packet.

Financial Impact:

Minimum present value savings of 3%; actual savings will depend on market. Total savings of \$235,000 (2020-2031) was calculated on February 12, 2020 which represents a 7.88% present value savings as a percentage of refunded principal.



TOWN COUNCIL MEMO SHEET



Requested Action:

Staff recommends approval of the Ordinance

Attachments:

Bond Ordinance

Time Table

TOWN OF ARGYLE, TEXAS

ORDINANCE NO. 2020-09

AN ORDINANCE authorizing the issuance of "TOWN OF ARGYLE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020," specifying the terms and features of said bonds; levying a continuing direct annual ad valorem tax for the payment of said bonds; and resolving other matters incident and related to the issuance, sale, payment and delivery of said bonds, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Letter, and providing an effective date.

WHEREAS, the Town Council (the "Council") of the Town of Argyle, Texas (the "Town"), has heretofore issued, sold and delivered, and there are currently outstanding obligations of the following issue, to wit:

"Town of Argyle, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2010," dated October 15, 2010, with principal payable in installments on February 15 in each of the years 2021 through 2031, inclusive, and aggregating in the principal amount of \$2,590,000 (the "Refunded Obligations");

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Council is authorized to issue refunding bonds and deposit the proceeds of the sale thereof directly with the place of payment for the Refunded Obligations, and such deposit, when made in accordance with said statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the Council hereby finds and determines that the Refunded Obligations should be refunded at this time in order to achieve a savings of \$_____ in debt service payments on such indebtedness, and the refunding will further provide a net present value savings to the Town of \$_____; and

WHEREAS, the Council hereby finds and determines that the Refunded Obligations are scheduled to mature, or are subject to being redeemed, not more than twenty (20) years from the date of the refunding bonds herein authorized; now therefor

BE ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS:

SECTION 1. Authorization - Designation - Principal Amount - Purpose. General obligation bonds of the Town shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____,000 to be designated and bear the title "TOWN OF ARGYLE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020" (the "Bonds"), for the purpose of providing funds (1) for the discharge and final payment of certain outstanding obligations of the Town (identified in the preamble hereof and referred to as the "Refunded Obligations") and (2) to pay for professional services rendered in relation thereto, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207 of the Texas Government Code, as amended.

SECTION 2. Fully Registered Obligations - Bond Date - Authorized Denominations- Stated Maturities - Interest Rates. The Bonds shall be issued as fully registered obligations only, shall be dated April 15, 2020 (the "Bond Date"), shall be in denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof and shall become due and payable on February 15, 2031 (the "Stated Maturity").

The Bonds shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers at the rate of _____% per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year until maturity or prior redemption, commencing August 15, 2020.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity or otherwise, shall be payable only to the registered owners or holders of the Bonds (the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of _____, _____, Texas, to serve as Paying Agent/Registrar for the Bonds is hereby approved and confirmed. Books and records relating to the registration, payment, exchange, and transfer of the Bonds (the "Register") shall at all times be kept and maintained on behalf of the Town by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying/Agent Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Mayor or Mayor Pro Tem and Town Secretary are authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The Town covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged; and, any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the Town agrees to promptly cause a written notice of the change to be sent to each Holder by United States mail, first class postage prepaid; and, such notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds, shall be payable at the Stated Maturity only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices, initially in _____, _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office") provided; however, with respect to principal payments prior to the Stated Maturity, and so long as _____ owns 100% of the Outstanding Bonds, the Bonds need not be surrendered to the Paying Agent/Registrar, who will merely document such payment on an internal ledger maintained by the Paying Agent/Registrar. The Paying Agent/Registrar shall pay interest on the Bonds only to the Holder whose name appears in the Register at the close of business on the last business day of the month next preceding each interest payment date (the "Record Date") and shall pay either by: (1) check sent by United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Register or (2) by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder at the Holder's risk and expense. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the

Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed; then, the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

(a) Optional Redemption. The Bonds shall be subject to redemption, at the option of the Town, on and after February 15, 2029, in whole or in part, at a price equal to the principal amount thereof, together with interest accrued to the date fixed for prepayment.

At least forty-five (45) days prior to an optional redemption date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Town shall notify the Paying Agent/Registrar of the decision to redeem the Bonds and the date of redemption therefor. The decision of the Town to exercise the right to redeem Bonds shall be entered in the minutes of the governing body of the Town.

(b) Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding, which is obtained by dividing the principal amount of such Bonds by \$1,000, and shall select the Bonds to be redeemed within such Stated Maturity by lot.

(c) Notice of Redemption. Not less than thirty (30) days prior to an optional redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the Town and at the Town's expense, or by such other method as the Paying Agent/Registrar shall deem appropriate and effective, to each Holder of the Bonds to be redeemed in whole at the address of the Holder appearing on the Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed, (iii) state the redemption price, (iv) state that the Bonds shall become due and payable on the redemption date specified, and the interest thereon shall cease to accrue from and after the redemption date, and (v) solely with respect to the final payment of principal, specify that payment of the redemption price for the Bonds shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Bonds. If a Bond is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Bond shall become due and payable and interest thereon shall cease to accrue from and after the redemption date

therefor; provided moneys sufficient for the payment of such Bond at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(d) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 5. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. A Register relating to the registration, payment, and transfer or exchange of the Bonds shall at all times be kept and maintained by the Town at the Designated Payment/Transfer Office of the Paying Agent/Registrar and at a place within the State of Texas, as provided herein and in accordance with the provisions of an agreement with the Paying Agent/Registrar and such rules and regulations as the Paying Agent/Registrar and the Town may prescribe. The Paying Agent/Registrar shall obtain, record, and maintain in the Register the name and address of each registered owner of the Bonds issued under and pursuant to the provisions of this Ordinance. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind, of other authorized denominations upon the Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of, and furnished by, the Town of authorized denominations and of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 7 hereof) may be exchanged for other Bonds of authorized denominations and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of, and furnished by, the Town, to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the Town, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions of this Section are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6. Execution - Registration. The Bonds shall be executed on behalf of the Town by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the Town Secretary. The signature of said officers and the seal of the Town on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Town on the Bond Date shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 8D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Bond duly signed shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered and delivered.

SECTION 7. Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered bond in the aggregate principal amount shown in Section 1 hereof and numbered T-1. The initial bond (the "Initial Bond") shall be registered in the name of the initial purchaser(s), or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas, and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond and exchange it for definitive Bonds of authorized denominations and principal amounts for transfer and delivery to the named Holders at the addresses identified for such purpose; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Bonds, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or determined by the officers executing such Bonds as evidenced by their execution. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

B. Form of Bonds.

REGISTERED
NO. [T-1][R-_____]

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF ARGYLE, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2020

Bond Date:
April 15, 2020

Interest Rate:
_____ %

Stated Maturity:
February 15, 2031

Registered Owner: _____

Principal Amount: _____ DOLLARS

The Town of Argyle (the "Town"), a body corporate and municipal corporation in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year consisting of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2020, until maturity or prior redemption. Principal of this Bond shall be payable at its Stated Maturity to the Registered Owner hereof upon presentation and surrender to _____, _____, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in

_____, _____, or, with respect to a successor paying agent/registrars, at the designated offices of such successor (the "Designated Payment/Transfer Office"); provided; however, with respect to principal payments prior to the Stated Maturity, and so long as _____ owns 100% of the Outstanding Bonds, the Bonds need not be surrendered to the Paying Agent/Registrar, who will merely document such payment on an internal ledger maintained by the Paying Agent/Registrar. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the registered owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____ to be designated and bear the title "TOWN OF ARGYLE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020" (the "Bonds"), for the purpose of providing funds (1) for the discharge and final payment of certain outstanding obligations of the Town (identified in the preamble of the Ordinance (defined below) and referred to as the "Refunded Obligations") and (2) to pay for professional services rendered in relation thereto, all in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

The Bonds shall be subject to redemption, at the option of the Town, on and after February 15, 2029, in whole or in part, at a price equal to the principal amount thereof, together with interest accrued to the date fixed for prepayment.

At least forty-five (45) days prior to a redemption date for the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Town shall notify the Paying Agent/Registrar of the decision to redeem the Bonds and the date of redemption therefor.

If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Bonds as representing the number of Bonds Outstanding, which is obtained by dividing the principal amount of such Bonds by \$1,000, and shall select the Bonds to be redeemed within such Stated Maturity by lot.

At least thirty (30) days prior to an optional redemption of Bonds, the Town shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the registered owners of each Bond to be redeemed at the address shown on the Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such

redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount hereof redeemed.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Register (i) on the Record Date, as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond, as the owner entitled to payment of principal hereof at its Stated Maturity and (iii) on any other date, as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Town. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen

(15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the Town is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Town have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as stated above. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Town Council of the Town has caused this Bond to be duly executed under the official seal of the Town as of the Bond Date.

TOWN OF ARGYLE, TEXAS

Donald Moser, Mayor

COUNTERSIGNED:

Erika McComis, Town Secretary

(Town Seal)

C. Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (

OF PUBLIC ACCOUNTS (REGISTER NO. _____
(
THE STATE OF TEXAS (

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

D. Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____, _____ is the Designated Payment/Transfer Office for this Bond.

_____ BANK,
_____, Texas, as Paying Agent/Registrar

Registered this date:

_____ By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

(Social Security or other identifying number: _____

)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

SECTION 9. Levy of Taxes. To provide for the payment of the “Debt Service Requirements” of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their payment at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Town, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars’ valuation of taxable property in the Town for the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Bonds shall be kept and maintained by the Town at all times while the Bonds are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Bonds shall be deposited to the credit of a “Special 2020 Bond Account” (the “Interest and Sinking Fund”) maintained on the records of the Town and deposited in a special fund maintained at an official depository of the Town’s funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

The Mayor, Mayor Pro Tem, Town Manager, Chief Financial Officer and Town Secretary, any one or more of said officials of the Town, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

The Town has sufficient current funds available and such funds are hereby appropriated to make the payment to become due on the Bonds on August 15, 2020, and the Mayor, Mayor Pro Tem, Town Manager, Chief Financial Officer and Town Secretary of the Town, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such amount of current funds which will be sufficient to pay the amount to become due on the Bonds on August 15, 2020.

SECTION 10. Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only upon the approval of the Town and after (a) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Bond, and of

the authenticity of the ownership thereof and (b) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the Town, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 11. Satisfaction of Obligation of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The Town covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the Town be remitted to the Town against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

The term "Government Securities," as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations

of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

SECTION 12. Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Bond remains Outstanding except as permitted in this Section. The Town may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission in this Ordinance. Additionally, with the consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding, the Town may amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all the Holders of Outstanding Bonds no amendment, addition, or rescission shall: (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Ordinance, except:

- (1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the Town in accordance with the provisions of Section 11 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 10 hereof.

SECTION 13. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality

thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Bonds with other money

of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Bonds Not Hedge Bonds.

(1) At the time the original obligations refunded by the Bonds were issued, the Town reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three (3) years after such obligations were issued.

(2) Not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(k) Current Refunding. The Bonds are being issued to pay and discharge in full the Refunded Obligations and such payment of the Refunded Obligations will occur within ninety (90) days after the issuance of the Bonds.

(l) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Town Manager and Chief Financial Officer, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(m) Qualified Tax-Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the Town hereby designates the Bonds to be "qualified tax-exempt obligations" in that the Bonds are not "private activity bonds" as defined in the Code and the reasonably anticipated amount of "qualified tax-exempt obligations" to be issued by the Town (including all subordinate entities of the Town) for the calendar year 2020 will not exceed \$10,000,000.

SECTION 14. Sale of Bonds - Purchase Letter Approval. The Bonds are hereby sold to _____ (the "Purchaser") in accordance with the Bond Purchase Letter (the "Purchase Letter"), dated as of March 24, 2020, attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance, which sale of the Bonds to said Purchaser is hereby determined to be in the best interests of the Town and is approved and confirmed. Delivery of the Bonds to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute said Purchase Letter for and on behalf of the Town and as the act and deed of this Council, and in regard to the approval and execution of the Purchase Letter, the Council hereby finds, determines, and declares that the representations, warranties, and agreements of the Town contained in the Purchase Letter are true and correct in all material respects and shall be honored and performed by the Town. The Initial Bond shall be registered in the name of the Purchaser.

SECTION 15. Control and Custody of Bonds. The Mayor or Mayor Pro Tem of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 16. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance) shall be deposited with the respective paying agents for the Refunded Obligations (the "Refunded Obligations Paying Agents") for the refunding of the Refunded Obligations. The proceeds of sale of the Bonds not so deposited with the Refunded Obligations Paying Agents for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be deposited in the Interest and Sinking Fund as shall be determined by the Town Council of the Town.

[Additionally, on or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Chief Financial Officer shall cause to be transferred in immediately available funds to the Refunded Obligations Paying Agents from moneys on deposit in the interest and sinking funds maintained for the payment of the Refunded Obligations the sum of \$_____ to accomplish the refunding.]

SECTION 17. Redemption of Refunded Obligations.

(a) The Refunded Obligations shall be redeemed and the same are hereby called for redemption on April 28, 2020 at the price of par and accrued interest to the date of redemption. The Town Secretary is hereby authorized and directed to file a copy of this Ordinance, together with a suggested form of a notice of redemption to be sent to holders of Refunded Obligations, with The Bank of New York Mellon Trust Company, N.A, in accordance with the redemption provisions applicable to such obligations; such suggested form of notice of redemption being attached hereto as **Exhibit C** and incorporated herein by reference as a part of this Ordinance for all purposes.

(b) The redemption of the Refunded Obligations described above being associated with the refunding of such Refunded Obligations, the approval, authorization and arrangements herein given and provided for the redemption of such Refunded Obligations on the redemption date designated therefor and in the manner provided shall be irrevocable upon the issuance and delivery of the Bonds; and the Town Secretary is hereby authorized and directed to make all arrangements necessary to notify the holders of such Refunded Obligations of the Town's decision to redeem such Refunded Obligations on the date and in the manner herein provided and in accordance with the ordinances authorizing the issuance of such Refunded Obligations and this Ordinance.

SECTION 18. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing in the Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given; and, such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 19. Cancellation. All Bonds surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it; and, if surrendered to the Town, such Bonds shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 20. Legal Opinion. The Purchaser's obligation to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Bonds as to their validity, with said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on or attached to the definitive Bonds. The Town Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the Town's bond counsel.

SECTION 21. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Town Manager, Chief Financial Officer and Town Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Town Manager, Chief Financial Officer or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 22. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance. This Ordinance in its entirety is intended to be and is for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 23. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict; and, the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 24. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 25. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 26. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 27. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid; and, the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 28. Incorporation of Findings and Determinations. The findings and determinations of the Council contained in the preamble hereof are hereby incorporated by

reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 29. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 30. Effective Date. This Ordinance shall take effect and be in force from and after its passage and approval in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

[remainder of page intentionally left blank]

PASSED AND APPROVED, this March 24, 2020.

TOWN OF ARGYLE, TEXAS

Donald Moser, Mayor

ATTEST:

Erika McComis, Town Secretary

(Town Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE LETTER

EXHIBIT C**NOTICE OF REDEMPTION**

TOWN OF ARGYLE, TEXAS
 COMBINATION TAX AND LIMITED SURPLUS REVENUE
 CERTIFICATES OF OBLIGATION, SERIES 2010
 Dated October 15, 2010

NOTICE IS HEREBY GIVEN that all of the obligations of the above series maturing on February 15, 2031, and aggregating in the principal amount of \$2,590,000.00, have been called for redemption on April 28, 2020, at the redemption price of par and accrued interest to the date of redemption, such certificates of obligation being identified as follows:

<u>Year of Maturity</u>	<u>Principal Amount Outstanding/ Being Refunded (\$)</u>	<u>CUSIP Number</u>
2022* ***	380,000 ***	040317 CF4 ***
2024* ***	420,000 ***	040317 CH0 ***
2026* ***	460,000 ***	040317 CK3 ***
2028* ***	500,000 ***	040317 CM9 ***
2031*	830,000	040317 CQ0

*Term Certificates

The above-described obligations shall become due and payable on April 28, 2020 and interest thereon shall cease to accrue from and after said redemption date and payment of the redemption price of said obligations shall be paid to the registered owners of the obligations only upon presentation and surrender thereof to The Bank of New York Mellon Trust Company, N.A. at its following addresses:

<u>First Class/Registered/Certified</u>	<u>Express Delivery/Courier</u>	<u>By Hand Only</u>
The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust P.O. Box 396 East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust 111 Sanders Creek Pkwy. East Syracuse, NY 13057	The Bank of New York Mellon Trust Company, N.A. Global Corporate Trust Corporate Trust Window 101 Barclay Street, 1st Floor East New York, NY 10286

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of said obligations and pursuant to an ordinance by the Town Council of the Town of Argyle, Texas.

THE BANK OF NEW YORK MELLON
 TRUST COMPANY, N.A.
 2001 Bryan St., 8th Floor
 Dallas, Texas 75201



General Obligation Refunding Bonds, Series 2020

Feb-20						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Mar-20						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Apr-20						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Complete By	Day	Event
21-Feb-20	Friday	Distribute draft term sheet to Working Group for review and to provide comments
28-Feb-20	Friday	Receive all final comments from Working Group on draft term sheet
2-Mar-20	Monday	Placement Agent sends out final term sheet to potential bidders
20-Mar-20	Friday	Bank Bids due at 12:00PM
24-Mar-20	Tuesday	Town Council considers Bond Ordinance
23-Apr-20	Thursday	Closing and delivery of funds



TOWN COUNCIL DATA SHEET



Item H.6.

Agenda Item:

Discussion and consider appropriate action authorizing the Interim Town Manager to accept a Records Retention Processing Proposal from Records Consultant, Inc. (RCI)

Meeting Date:

March 24, 2020

Requested by:

Jeffrey Howell, Interim Town Manager
Erika McComis, Town Secretary/Records Management Officer

Prepared by:

Jeffrey Howell, Interim Town Manager

Background:

After touring the 'parsonage' structure next door I suggested to Erika, as the Records Management Officer, that a records consultant is necessary to be able to sort through the myriad of inactive records housed there. There is just too much accumulation for staff to handle. I am certain there are a great deal beyond the eligible destruction date and need to be discarded properly. The remainder simply need to be better organized.

As you may know, the Town is required to have a records retention schedule approved by the Texas State Library and Archives Commission. Town records are managed/retained in accordance with the schedule. Of course, some records are permanent and must be preserved, others have long required retention periods and still others are to be destroyed upon the end of their administrative usefulness.

I have used this firm in other locations where I've served and they do a good job of identifying, classifying and organizing inactive records – those placed in boxes, on shelves and forgotten about due to staff changes. RCI will re-box records, as necessary, and affix proper labeling according to the retention schedule. They will also identify those records ready for destruction. Please look at the list of deliverables on the attached proposal.

If approved, once RCI's work is complete staff will be returning with another proposal to hire a temp for additional required services. Erika is familiar with a very knowledgeable retired City Secretary, over ten years with Westlake, working through SGR that can help get all the retained documents organized in Laserfiche. This lady has recently performed similar services in Bartonville and Lake Worth.



TOWN COUNCIL DATA SHEET



Financial Impact:

This is an unbudgeted item, included on the budget adjustment also presented on this agenda

Requested Action:

Staff recommends approval of this agreement.

Attachments:

RCI Records Retention Processing Proposal



RECORDS RETENTION PROCESSING PROPOSAL

March 2, 2020

Erika McComis
Town of Argyle
308 Denton Street/PO Box 609
Argyle, TX 76226

Dear Ms. McComis,

Records Consultants, Inc. (RCI), a consulting company, is pleased to submit this proposal for the processing of inactive records at the Town of Argyle in accordance with the Records Retention Schedules published by the Texas State Library and Archives Commission (TSLAC). RCI has provided this service and developed Records Retention Plans for over 900 Texas local government agencies, including approximately 600 schools and 300 cities and counties since 1992. Records Consultants, Inc. has the experience, staff and expertise to process your boxes of inactive records and provide you with an indexed set of reports on Compact Disc (CD) so that you can efficiently retrieve your documents.

Records Consultants, Inc. is a financially strong Texas Corporation. We employ 60 people (Field and Support Staff) of which approximately 40 are engaged in the records retention consulting function. No outside contractors will be used.

PURPOSE

The RCI Records Retention Program is designed to process inactive records in order to meet the guidelines of TSLAC. In 1989, the Texas Legislature passed the Local Government Records Act, which requires all schools, municipalities, counties, hospitals, etc., to have a Records Retention Plan. Changes to that Act were published by the 74th Legislature in 1995. Each local government is required to appoint a Records Management Officer (RMO) who is the person responsible for ensuring the proper handling of records in your City. Examples of the TSLAC retention periods are as follows:

Board Minutes	Permanent	Annual Audits	Permanent
Bank Statements	5 Years	Invoices/Claims	5 Years
Bond Certificates	1 Year after payment	Attendance Reports	5 Years

A successful records management program depends on personnel being knowledgeable in all aspects of the statutory provisions of the records program. RCI's professional consultants, both those who primarily work in the field and those who work in the RCI office, work closely with TSLAC to ensure a thorough understanding and proper implementation of the Local Record Control Schedules. This relationship ensures that our consultants remain completely up-to-date to provide you with an inventory and identification of records that are eligible for destruction, to record and organize those records that must be retained, and to prepare all necessary documents to be forwarded to TSLAC for approval.



SCOPE OF WORK

RCI will review, prepare or amend, as required, a Records Retention Control Schedule, based on a listing of all records, whether active or inactive, maintained by all departments and locations at the City. The Records Control Schedule will be based on current TSLAC Local Record Retention Schedules, federal guidelines, where applicable, and the recommendations made by your City.

RCI will review and process approximately 203 boxes of inactive records made available for processing by you. We will sort, classify, and inventory the inactive records and label them for retention or destruction, as applicable. We anticipate that up to 50% of your boxes are past their retention period and eligible to be destroyed.

BOXES TO BE RETAINED

RCI will process inactive records according to Records Retention Schedules and local modifications thereto. Each box of records that require retention will be identified by an “R” label (see below), identifying the box with a unique number and date when records will be eligible for destruction. RCI will re-box the records into standard size boxes and will record the contents on the end panel and place the “R” label in the bottom right corner. We will set up your records retention center or place “R” boxes in a separate area for eventual movement to a permanent location selected by you.



Each “R” box end panel will contain the following information:

- A description of each type of record in the box
- The originating organization or department
- The range, e.g., A-D, 1023-1126 or start and end date
- The year of the records’ origin
- The date when records are eligible for destruction

If retained records need to be boxed or re-boxed, RCI will do so using our standard size boxes, measuring approximately 12” x 15” x 10”. These boxes are easy to shelve and handle and minimize cost for the volume of records stored. RCI will not create large boxes for this project to simplify handling, reduce the chance of injury and lost time.



RECORDS ELIGIBLE FOR DESTRUCTION

Each box containing records which have been maintained past their minimum retention period will have a numbered "D" label (see below) placed on it. These records will be kept in those boxes and will not be re-boxed. Included in our reports will be a listing of box numbers with content description that are eligible for destruction.



The "D" boxes will be placed together in one separate area of the Records Retention Center and held until the RMO has made arrangements for destruction of the records contained in the boxes.

DESTRUCTION OF RECORDS

Once TSLAC has approved your Records Control Schedule, the RMO has permission to authorize the destruction of records. After the processed boxes of records have gone through RCI's internal "quality control" the boxes of records that are past their retention period can be destroyed. Under a separate contract, RCI can pick up the boxes that have been approved for destruction by the RMO. After the boxes have been destroyed, we will send you a letter stating that the records were destroyed in "full confidentiality".

DELIVERABLES

As a result of our work, RCI will provide the following reports to you on a CD. You will have the ability to query the database in a number of ways and find where your records are stored. You can print any of these reports:

- a) Records Control Schedule
- b) Changes to Records Control Schedule
- c) Records Control Schedule – Alphabetical by Records Series
- d) Records Control Schedule by Department
- e) Alpha List of Records by New Items in Storage
- f) Alpha List of Records by Department Items in Storage
- g) Items List In Storage By Container Number
- h) Request To Destroy Unscheduled Records
- i) *Alpha List Records Eligible for Destruction
- j) *Items List In Storage By Destruction Year
- k) *Records to Destroy From Update
- l) *Alpha Listing of all Records Eligible for Destruction



RCI will maintain a back-up copy of the database.

* A copy of any one of these reports should be signed and filed by the RMO to verify proper records procedures have been followed.

ANNUAL UPDATES

Under a separate contract, RCI will return and perform an annual update of inactive records accumulated since our last visit. We will process records in the same manner as described earlier in this proposal. We will also reset the RRC and pull the boxes eligible for destruction and amend any documents to be forwarded to TSLAC for approval. After the on-site work has been completed, RCI will send you the updated database on a CD.

PRICING

RCI will charge you for the actual number of labeled boxes processed. The pricing for this contract is as follows:

- The records processing fee is **\$30.00 per box**. Based on 203 boxes, this would equate to a cost of **\$7,590.00** (203 boxes x \$30.00/box = \$7,590.00).

The cost of processing includes on-site and travel time, per diem, lodging and car expenses. RCI will require an initial payment of **\$3,795.00** payable at the end of the on-site portion of the project, and the remainder due upon the delivery of the database. (Terms, net 10 days).



SUMMARY

This “turn-key” project will require very little time or effort by your personnel. The results will be:

- * Compliance with TSLAC requirements
- * Removal of outdated records
- * Improved access to retained records
- * Reduced litigation exposure
- * Additional Space

When you are ready to schedule this project, please sign and date the acceptance page and return it to RCI via email or fax at (877) 366-0776. If you have any questions pertaining to this proposal, please contact me at (877) 363-4127.

**Please note that we do not need a PO or PO # to schedule the work and we typically schedule projects two to three months in advance. **

Thank you for your consideration,

A handwritten signature in black ink that reads "Linda LaField".

Linda LaField
Account Manager



ACCEPTANCE OF RECORDS RETENTION PROCESSING PROPOSAL

DATED MARCH 2, 2020

BY TOWN OF ARGYLE

ARGYLE, TEXAS

- The records processing fee is **\$30.00 per box**. Based on 203 boxes, this would equate to a cost of **\$7,590.00** (203 boxes x \$30.00/box = \$7,590.00).

The cost of processing includes on-site and travel time, per diem, lodging and car expenses. RCI will require an initial payment of **\$3,795.00** payable at the end of the on-site portion of the project, and the remainder due upon the delivery of the database. (Terms, net 10 days).

Name _____ Title _____

Signature _____ Date _____

Phone Number _____ Fax Number _____

Email _____ Purchase Order # _____



TOWN COUNCIL DATA SHEET



Agenda Item:

Discuss and consider approval of Resolution 2020-04 revising the Town of Argyles Purchasing and Procedures Policy.

Meeting Date:

March 24, 2020

Requested by:

Town Council

Prepared by:

Jeffrey Howell, Interim Town Manager

Background:

During discussion with the Council regarding Town Officer's it was determined revisions were required to the purchasing authority parameters in the policy currently in effect. Staff made other revisions to the policy – redline version included – to reflect changes in state law regarding the threshold requiring competitive bidding.

The Town Officers titles have been changed in this redraft; however, should that not occur a rewrite would again be necessary.

There are two items with comments on the redline version that specifically need to be discussed See C.3. regarding all purchases exceeding \$50,000 and IV. Change Order – Procedures for Submitting Change Orders – 3rd bullet point.

Given the Town Council establishes policy for the City it is the Interim Town Manager's belief this should be approved at the Council level and not at the Administrative level, as perhaps has been done in the past.

Financial Impact:

None

Requested Action:

Staff recommends approval of this Resolution/Policy.

Attachments:

Purchasing Policy and Procedures Mar 2020 - redline

Resolution 2020-04 Purchasing Policy and Procedures along with 3 Appendices and 3 Attachments

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2020-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS APPROVING REVISED PURCHASING POLICIES AND PROCEDURES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 252 of the Local Government Code (LGC) provides for the Purchasing and Contracting Authority of Municipalities; and

WHEREAS, Chapter 271 of the LGC provides further for the Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments; and,

WHEREAS, This policy and associated procedures comply with the statutory thresholds and requirements of both LGC chapters regarding competitive bidding; and,

WHEREAS, This policy and associated procedures are necessary to provide guidance for purchasing not meeting the threshold for statutory competitive bidding and the Town Council’s determination of appropriate spending limits

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

SECTION 1. That this Policy and associated Procedures are hereby adopted.

**TOWN OF ARGYLE, TEXAS
PURCHASING POLICIES AND PROCEDURES**

I. Purpose

The purpose of this purchasing policy is to provide the Town of Argyle with guidelines and directions for the acquisition of goods and services. The Town is committed to ensuring all acquisitions are in compliance with state and federal law and Town Ordinances. The policies and procedures conveyed within are intended to allow the Town to obtain the needed supplies and services efficiently and economically.

This document may be modified from time to time to conform to changes in legislation, technology and actual practice. Although it may not address every issue related to purchasing practices, it does provide general guidelines for purchasing activities. Employees needing assistance in dealing with specific situations not covered by this document should contact the Town Administrator, or the Town Treasurer.

The Town Administrator shall act as the Town's Purchasing Agent. The Town Administrator shall be the final authority regarding the enforcement of any of the provisions of this document. Failure to follow the procedures outlined herein may lead to disciplinary action in accordance with the provisions of the Town of Argyle Employee Manual.

II. Purchasing

- A. Approval of Town Purchases.** No employee shall purchase goods or services on behalf of the Town of Argyle without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate supervisor, department director or the Town Administrator, in accordance with the guidelines below:

<u>Dollar Limits</u>	<u>Required Approvals</u>
Under \$1000	Supervisor or Department Director
\$1000 - \$5,000 Director	Supervisor and/or Department
\$1000 - \$5,000 (Unbudgeted)	Town Administrator
\$5,001 - \$50,000 (Budgeted)	Supervisor, Department Director and Town Administrator
\$5,001 - \$50,000 (Unbudgeted)	Town Council
\$50,000 and above	Town Council

Approval for purchases shall occur before the purchase or an order is made.

- B. Soliciting Quotes.** Employees are responsible for obtaining quotes for purchases in the instances outlined below. Acquisitions (orders) submitted without the required quotes or a satisfactory explanation of why quotes were not obtained (e.g. sole source, emergency, standardized vendor, etc.) will be returned to the originator without approval.

Purchases less than \$1,000 – no quotes are required

Purchases of \$1,000 and over, but less than \$5,000 (Budgeted)

- Not less than three (3) verbal or written quotes should be received, if practicable. Pricing and contact information must be noted on the purchase order. Physical records regarding the dates, contacts and quotes received shall be retained in the department's files for audit purposes.

Purchases of \$1,000 and over, but less than \$5,000 (Unbudgeted)

- Same procedure as above, with written justification for the purchase, forwarded to the Town Administrator for approval.

Purchases of \$5,000 and over, but less than \$50,000 (Budgeted)

- Not less than three (3) **written** quotes should be received, if practicable unless the quote is from one of the coop programs listed in H. Quote(s) shall be attached to the purchase order and submitted through the appropriate levels for approval. Hard copies of quotes obtained shall be retained in the department's files for audit purposes.
- The following information will be required when using "no response" for one of the three bids/written quotes: Company name, contact person, phone number, and e-mail, if available.

Purchases of \$5,000 and over, but less than \$50,000 (Unbudgeted)

- Same procedure as above, with written justification for the purchase, submitted to the Town Administrator for forwarding to Town Council for approval.

C. Competitive Bids. All purchases of goods or services of \$50,000, or more, either individually or in aggregate purchases made over the course of one fiscal year, except for those "budgeted" purchases outlined in Section H below, shall be subject to the competitive bidding process and shall be let, by free and open competitive bidding after advertisement, to the lowest, responsible bidder or any other bidder whom the Town Council deems to have submitted the bid that is in the best interest of the Town. All competitive bids of \$50,000 or more shall be approved by the Town Council.

1. Upon authorization to proceed by the Town Administrator, purchases must be accomplished through the formal request for bid or the request for proposal process with detailed written specifications. (see Request for Proposals Procedures below). The development of the written bid specifications may be a joint venture of the Town Administrator and the requesting department.
2. Not less than three (3) **written** bids or proposals should be received.
3. **All purchases of \$50,000 and over must be submitted to the Town Council for approval.**

D. Requests for Proposals (RFP) – Competitive sealed proposals commonly referred to as an RFP are similar to competitive bids but are generally reserved for instances where there may be multiple ways to accomplish a desired outcome. An RFP can be used for procurements of high-technology products and insurance.

The following steps should be followed when preparing RFPs:

1. Specifications are to be written using requirements or performance standards for goods or service.
2. Vendors submit proposals of their own design to satisfy the requirements or scope of service set forth in the proposal. Vendor proposals may incorporate entirely different hardware or services to accomplish the same performance requirement or scope.
3. Following the receipt of proposals, the Town may enter into negotiations with as many vendors as have submitted feasible proposals in order to arrive at the best and/or most qualified proposal from each vendor.
4. Proposals of \$50,000 and over require approval of the Town Council.

E. Requests Qualifications (RFQ) – The Professional Services Procurement Act prohibits using competitive bids to procure certain services defined by the Act, including but not limited to engineering, design, architectural, planning, and legal services. Section 252.022 of the Texas Local Government Code exempts procurement of personal, professional or planning services from competitive bidding requirements. The RFQ process involves describing the project and requesting submittals from interested entities to provide their qualifications to meet to meet the services required.

The following steps should be followed when preparing RFQs:

1. Describe the scope of services desired and include specific requirements for the submittals, such as including similar past projects, references and staff profiles to be committed to the job. Also include expected performance standards and how the submittals will be judged.
2. Vendors submit their qualifications to satisfy the requirements or scope of service set forth in the request.
3. Following the receipt of submittals, the Town will select the most qualified and enter into negotiations in order to develop a Professional Services agreement. If no agreement can be established with the first vendor, the Town may move to the next best qualified and etc., until an agreement can be reached to be presented forward.
4. The purchase of professional services exceeding \$50,000 specifically require approval of the Town Council. Purchases for lesser amounts may follow the same thresholds for approval; but for larger dollar amounts, Town Council approval should still be sought.

F. Sole Source Purchases. Items available from only one source, as described by Section 252.022 of the Texas Local Government Code, are exempt from competitive bidding include the following:

- Items available from only one source because of patents, copyrights, secret processes, or natural monopolies
- Films, manuscripts, or books
- Gas, water, and other utility services
- Captive replacement parts or components for equipment
- Books, papers and other library materials for a public library available only from the persons holding exclusive distribution rights to the materials
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facilities to which the organization has provided significant financial or other benefits

Sole source determination and approval must be given by the Town Administrator before the purchase is made.

G. Emergency Purchases. Purchases described in Section 252.022 of the Texas Local Government Code are exempt from competitive bidding include the following:

- Procurement(s) made because of a public calamity requiring immediate appropriation of money to relieve the necessity of the Town's residents or to preserve the property of the Town
- Procurement(s) necessary to preserve or protect the public health or safety of the Town's residents
- Procurement(s) necessary because of unforeseen damage to public machinery, equipment or other property

Emergency purchases and approval must be given by the Town Administrator or Mayor before the purchase is made.

H. Other Exemptions from Competitive Bidding. The following are other purchases described in Section 252.022 of the Texas Local Government Code as being exempt from competitive bidding:

- Procurement of personal, professional or planning services
- Procurement for work performed and paid by the day as the work progresses
- Purchase of land or right-of-way
- Interlocal/cooperative purchasing contracts or agreements
- Miscellaneous other procurements as set forth in Section 252.022

I. Cooperative Purchasing. Cooperative purchasing is an option whereby local governments may save time and budget dollars by participating in purchasing programs. Pursuant to state law, two or more entities (state, federal or local governments) may coordinate some or all of their purchases (i.e. fuel, equipment, office furnishings, street materials, vehicles, etc.) for the mutual benefit of the entities concerned. All legally created interlocal government cooperative purchasing agreements must be approved by the Town Council prior to using.

1. Implementation by:

- a. Entering into a cooperative agreement with another governmental entity for a bid;
- b. Use Town of Argyle DUNS No. if applicable: 052504867
- c. Two or more governments joining to purchase one or more goods/services jointly;
- d. Buying from state contracts; or
- e. Cooperative Purchasing Agreements currently authorized for Town Use include: TXMAS; Parker County; Tarrant County; Houston-Galveston Administrative Council (HGAC); North Central Texas Council of Governments (NCTCOG) North Texas Share and Buy Board. (Verify with Town Secretary before using to ensure current agreement is in place.)

III. Bid Procedures

A. Procedures for Competitive Bids or RFP/RFQ's In order to assist the Town departments in their compliance with all purchasing laws, policies and procedures, each department soliciting competitive (formal) bids or proposals must abide by the following:

1. Every competitive (formal) bid, request for proposal (RFP) or request for qualifications (RFQ) should be assigned a bid number. The bid number can be obtained from the Finance Department. The requesting department must provide a bid (project) name, opening date and time and location of the bid opening. For RFQ's and RFP's, the proposal (project) name, due date and time will be required.
2. The Town Secretary shall be notified, and bid/proposal information provided to ensure the Town Secretary legally advertises the bid/proposal in accordance with section 252.041 of the Texas Local Government Code. The Town Secretary shall be responsible for all legal advertisements regarding competitive bids or proposals.

3. Departments may maintain a vendors' list of all vendors requesting to receive bids from the Town; however, use of such list shall not circumvent the statutory advertisement for bid requirements of state law.
4. The Town Administrator or his/her designee and the Town Secretary will attend all bid openings to ensure compliance with the statutory bidding procedures.
5. The Town Administrator and the requesting department director must make a consensus recommendation to the Town Council concerning the bid or proposal award. The requesting department director must present the recommendation of award to the Town Council.
6. No purchase order will be issued prior to the Town Council approval.
7. Approval date and Town resolution must be attached to and noted on the purchase order.
8. All approved contracts shall be attached to the purchase order.

B. Preparing the Competitive Bid Document. All competitive bids shall be issued using an Advertisement of Bids form (See APPENDIX A) approved by the Town Administrator and Town Attorney.

1. It is the responsibility of the respective departments to prepare the bid specifications. Consulting engineers/architects may also be directed by the Town to prepare bid documents as well as administer or participate in the bid opening process.
2. All bid documents must generally contain the following information:
 - Advertisement for Bids (See APPENDIX A)
 - Cover sheet
 - General rules
 - Insurance documents
 - Reference sheet
 - Bid Form (See APPENDIX B)
 - Specifications or Special Provisions (See APPENDIX C)
3. After preparation of the bid document, it must be approved by the department director and Town Administrator.
4. After approval at the department level, the completed bid specification document must be sent to the Town Administrator's office for review and approval. The Town Administrator's office will be responsible for forwarding the appropriate legal public notice information to the Town Secretary for advertisement and placement on the calendar pursuant to state law.
5. After approval by the Town Administrator's office, the bid may be mailed to prospective bidders as well as placed on-line, if applicable. Bid documents shall not be mailed to prospective bidders before the first

public notice is placed in the newspaper in order to ensure all prospective bidders have the same amount of time to complete the bid document.

C. Additional Requirements for the Bid Document

1. A bid bond, cashier's check, certified check, or other approved security in an amount equal to ten percent (10%), or five percent (5%) in the case of engineering-related bids, of the bid is required to guarantee the successful bidder will sign a contract in the following instances: 1) the bid is for a construction project or 2) any other bid for which the Town Administrator deems it necessary to protect the interest of the Town.
2. When preparing the bid document, departments, in consultation with the Town Administrator, should consider whether to require contractors to provide a performance bond if awarded the contract. In instances where the bid is for construction services or significant building improvements, it is customary to require the contractor to provide a performance bond. A performance bond issued by a surety company stipulates a legal, written obligation guaranteeing 100% payment for any financial loss caused by default of the contractor. When provided to the Town of Argyle, it grants an assurance as to the performance and successful completion in accordance with the terms of the contract and assures payment of the taxes, licenses or assessments associated with the contract. The contractor shall provide the performance bond with the appropriate Labor and Material Bonds within ten (10) calendar days of award of bid. Bonds required to guarantee performance and payment for labor and material for the contract work shall be in a form acceptable to the Town Attorney and shall provide that they shall not terminate upon completion of the work, but shall continue for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Town. (Performance, Payment and Maintenance Bond templates may be found as Attachments 1, 2 & 3, respectively, to this document.)
3. During the term of the contract, the contractor shall provide the Town with a Certificate of Insurance. The limits of liability shall be specified in the bid document's General Terms and Conditions and shall include comprehensive general liability, auto liability, professional liability (required only where contracts are for professional services), workers' compensation (shall include a "waiver of subrogation"), and umbrella coverage. Limits of liability shall be stipulated by the Town. The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Town, its

officers, agents, employees, representatives and assigns as additional insureds. The contractor shall furnish to the Town satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Town together with executed copies of an “Additional Insured Endorsement” form. Said certificates shall contain a clause to the effect that for the duration of the contract, the insurance policy shall not be canceled, be allowed to expire or changed so as to the amount of coverage, only after written notification 30 days in advance has been given to the Town. In addition, said certificates shall list the Town and its officers, agents and employees as additional insureds on all required insurance policies, except the policies for professional liability.

4. All companies or individuals who wish to bid on a good or service must submit their bids in a sealed envelope before the deadline of the bid. BIDS RECEIVED AFTER THE DEADLINE SHALL NOT BE OPENED AND SHALL BE RETURNED TO COMPANY OR INDIVIDUAL. The sealed envelope must be labeled as required per the bid documents. Bid document packages should be made the day the ad is placed in the newspaper. It is the responsibility of each department to maintain bid lists for those goods or services for which they are responsible.
5. If a pre-bid conference is conducted, departments should specify in the Notice to Bidders whether or not attendance is a mandatory or optional condition of bidding. At the pre-bid conference, the responsible department should ensure all attendees sign a “sign-in” sheet to ensure compliance with this requirement of bidding and/or to ensure all bidders receive any and all issued addenda. Failure to attend a mandatory pre-bid conference shall disqualify a bidder from being awarded the contract unless, at the department’s discretion, bidders are allowed to not attend by signing a waiver.
6. Based on questions received at the pre-bid conference or by other communications, departments should provide an Addendum to all those who received bids if the answers to the questions might impact the outcome of the bid results. Addendums should also be sent when clarifications are required.

D. Bid Opening Procedures. All sealed bids shall be publicly opened and read aloud by the Town Secretary, or his/her designee, at the time and place stated in the legal notice. At least one other employee shall serve as witness and tabulate the bid results. All proposals shall be open to public inspection, including the bid tabulations, following the bid opening. The following procedures must be completed prior to the bid opening:

1. The Town Secretary will be responsible for reserving the location for the bid opening.
2. All bids must be received before the deadline on the day of the bid. Town staff must be notified of the time and place of the bid opening, and reminded no bids are to be accepted after the deadline for accepting bids. Bids received via mail or in person must be date and time stamped and initialed by person receiving sealed bid packet.
3. A Bid Tabulation Form must be completed. During the bid opening, both the person opening the bids and the person tabulating the bids must sign the bid tabulation sheet as witnesses.

IV. Change Order Policy

State Law, Section 252.048, Texas Local Government Code sets forth certain criteria governing change orders relative to performance of a contract. The general policy of the Town is that change orders are not allowed except for unavoidable or unforeseen circumstances that can be documented and ultimately determined that it is in the best interest, health, safety, and welfare of the Town for the modifications in an approved contract be made. **All change orders shall be approved by the Town Council.**

An original contract price may not be increased by more than twenty-five percent (25%) pursuant to Section 252.048(d), Texas Local Government Code. The original contract price may not be decreased under state law by more than twenty-five percent (25%) without the consent of the contractor.

Procedures for Submitting Change Orders

- Change orders shall be placed on the Council's agenda and shall be accompanied by a staff memorandum explaining the need for the contract revision.
- Change orders shall be numbered sequentially and shall bear the signature of the department director and/or the consulting engineer/architect if applicable. In instances where a final balancing change order (regardless of the amount) reduces the contract price, departments shall approve and authorize the Finance Department to close out the remaining encumbered funds (the project/contract).
- In special circumstances, a change order requiring Town Council approval may be authorized by the Town Administrator prior to being placed on the Town Council agenda. If authorized, the department director shall proceed with placing the change order on the upcoming Town Council agenda as outlined above.

V. Credit Card Payments

The Town of Argyle has provided each department with corporate credit card authority for use in making purchases. Each Department Director is responsible for the security of the credit card(s) assigned to the respective department and should not permit their use for means/purposed other than those permitted by the Town Employee Manual and/or authorized by the Department Director. Credit cards shall not be used for any personal expenses. Credit cards shall not be used to circumvent the normal payment process.

Compliance Credit card abuse, including but not limited to failure to provide expense reports within three (3) working days of return to work from Town-authorized travel or conferences resulting in credit card use; failure to provide receipts of credit card use/expenditures; falsifying expense reports; or submitting false claims will result in disciplinary action, up to and including termination of employment. Credit card charges not substantiated by a receipt must be reimbursed by the credit card user at time of receipt of the monthly credit card statement.

The Human Resources Director shall maintain credit card use acknowledgement forms and/or copies of departmental use policies authorized by each Department Director. The Human Resources Director shall request all credit cards to be returned prior to termination of employment and no final pay shall be made to terminated employee until cards have been received by the Human Resources Director.

SECTION 2. That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

PASSED AND APPROVED By the Town Council of the Town of Argyle, Texas this the 24th day of March, 2020.

TOWN OF ARGYLE, TEXAS

Donald Moser, Mayor

ATTEST:

Erika McComis, Town Secretary

TOWN OF ARGYLE, TEXAS
PURCHASING POLICIES AND PROCEDURES
March 2020

I. Purpose

The purpose of this purchasing policy is to provide the Town of Argyle with guidelines and directions for the acquisition of goods and services. The Town is committed to ensuring all acquisitions are in compliance with state and federal law and Town Ordinances. The policies and procedures conveyed within are intended to allow the Town to obtain the needed supplies and services efficiently and economically.

This document may be modified from time to time to conform to changes in legislation, technology and actual practice. Although it may not address every issue related to purchasing practices, it does provide general guidelines for purchasing activities. Employees needing assistance in dealing with specific situations not covered by this document should contact the Town Administrator, or the Town Treasurer.

The Town Administrator shall act as the Town's Purchasing Agent. The Town Administrator shall be the final authority regarding the enforcement of any of the provisions of this document. Failure to follow the procedures outlined herein may lead to disciplinary action in accordance with the provisions of the Town of Argyle Employee Manual.

II. Purchasing

- A. Approval of Town Purchases.** No employee shall purchase goods or services on behalf of the Town of Argyle without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate supervisor, department director or the Town Administrator, in accordance with the guidelines below:

Dollar Limits

Under \$1000

\$1000 - \$5,000

Required Approvals

Supervisor or Department Director

Supervisor and/or Department Director

\$1000 - \$5,000 (Unbudgeted)	Town Administrator
\$5,001 - \$50,000 (Budgeted)	Supervisor, Department Director and Town Administrator
\$5,001 - \$50,000 (Unbudgeted)	Town Council
\$50,000 and above	Town Council

Approval for purchases shall occur before the purchase or an order is made.

B. Soliciting Quotes. Employees are responsible for obtaining quotes for purchases in the instances outlined below. Acquisitions (orders) submitted without the required quotes or a satisfactory explanation of why quotes were not obtained (e.g. sole source, emergency, standardized vendor, etc.) will be returned to the originator without approval.

Purchases less than \$1,000 – no quotes are required

Purchases of \$1,000 and over, but less than \$5,000 (Budgeted)

- Not less than three (3) verbal or written quotes should be received, if practicable. Pricing and contact information must be noted on the purchase order. Physical records regarding the dates, contacts and quotes received shall be retained in the department’s files for audit purposes.

Purchases of \$1,000 and over, but less than \$5,000 (Unbudgeted)

- Same procedure as above, with written justification for the purchase, forwarded to the Town Administrator for approval.

Purchases of \$5,000 and over, but less than \$50,000 (Budgeted)

- Not less than three (3) **written** quotes should be received, if practicable unless the quote is from one of the coop programs listed in H. Quote(s) shall be attached to the purchase order and submitted through the appropriate levels for approval. Hard copies of quotes obtained shall be retained in the department’s files for audit purposes.
- The following information will be required when using “no response” for one of the three bids/written quotes: Company name, contact person, phone number, and e-mail, if available.

Purchases of \$5,000 and over, but less than \$50,000 (Unbudgeted)

- Same procedure as above, with written justification for the purchase, submitted to the Town Administrator for forwarding to Town Council for approval.

C. Competitive Bids. All purchases of goods or services of \$50,000, or more, either individually or in aggregate purchases made over the course of one fiscal year, except for those “budgeted” purchases outlined in Section H below, shall be subject to the competitive bidding process and shall be let, by free and open competitive bidding after advertisement, to the lowest, responsible bidder or any other bidder whom the Town Council deems to have submitted the bid that is in the best interest of the Town. All competitive bids of \$50,000 or more shall be approved by the Town Council.

1. Upon authorization to proceed by the Town Administrator, purchases must be accomplished through the formal request for bid or the request for proposal process with detailed written specifications. (see Request for Proposals Procedures below). The development of the written bid specifications may be a joint venture of the Town Administrator and the requesting department.
2. Not less than three (3) **written** bids or proposals should be received.
3. **All purchases of \$50,000 and over must be submitted to the Town Council for approval.**

D. Requests for Proposals (RFP) – Competitive sealed proposals commonly referred to as an RFP are similar to competitive bids but are generally reserved for instances where there may be multiple ways to accomplish a desired outcome. An RFP can be used for procurements of high-technology products and insurance.

The following steps should be followed when preparing RFPs:

1. Specifications are to be written using requirements or performance standards for goods or service.
2. Vendors submit proposals of their own design to satisfy the requirements or scope of service set forth in the proposal. Vendor proposals may incorporate entirely different hardware or services to accomplish the same performance requirement or scope.
3. Following the receipt of proposals, the Town may enter into negotiations with as many vendors as have submitted feasible proposals in order to arrive at the best and/or most qualified proposal from each vendor.

4. Proposals of \$50,000 and over require approval of the Town Council.
- E. Requests Qualifications (RFQ)** – The Professional Services Procurement Act prohibits using competitive bids to procure certain services defined by the Act, including but not limited to engineering, design, architectural, planning, and legal services. Section 252.022 of the Texas Local Government Code exempts procurement of personal, professional or planning services from competitive bidding requirements. The RFQ process involves describing the project and requesting submittals from interested entities to provide their qualifications to meet to meet the services required.

The following steps should be followed when preparing RFQs:

1. Describe the scope of services desired and include specific requirements for the submittals, such as including similar past projects, references and staff profiles to be committed to the job. Also include expected performance standards and how the submittals will be judged.
 2. Vendors submit their qualifications to satisfy the requirements or scope of service set forth in the request.
 3. Following the receipt of submittals, the Town will select the most qualified and enter into negotiations in order to develop a Professional Services agreement. If no agreement can be established with the first vendor, the Town may move to the next best qualified and etc., until an agreement can be reached to be presented forward.
 4. The purchase of professional services exceeding \$50,000 specifically require approval of the Town Council. Purchases for lesser amounts may follow the same thresholds for approval; but for larger dollar amounts, Town Council approval should still be sought.
- F. Sole Source Purchases.** Items available from only one source, as described by Section 252.022 of the Texas Local Government Code, are exempt from competitive bidding include the following:
- Items available from only one source because of patents, copyrights, secret processes, or natural monopolies
 - Films, manuscripts, or books
 - Gas, water, and other utility services
 - Captive replacement parts or components for equipment
 - Books, papers and other library materials for a public library available only from the persons holding exclusive distribution rights to the materials

- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facilities to which the organization has provided significant financial or other benefits

Sole source determination and approval must be given by the Town Administrator before the purchase is made.

G. Emergency Purchases. Purchases described in Section 252.022 of the Texas Local Government Code are exempt from competitive bidding include the following:

- Procurement(s) made because of a public calamity requiring immediate appropriation of money to relieve the necessity of the Town's residents or to preserve the property of the Town
- Procurement(s) necessary to preserve or protect the public health or safety of the Town's residents
- Procurement(s) necessary because of unforeseen damage to public machinery, equipment or other property

Emergency purchases and approval must be given by the Town Administrator or Mayor before the purchase is made.

H. Other Exemptions from Competitive Bidding. The following are other purchases described in Section 252.022 of the Texas Local Government Code as being exempt from competitive bidding:

- Procurement of personal, professional or planning services
- Procurement for work performed and paid by the day as the work progresses
- Purchase of land or right-of-way
- Interlocal/cooperative purchasing contracts or agreements
- Miscellaneous other procurements as set forth in Section 252.022

I. Cooperative Purchasing. Cooperative purchasing is an option whereby local governments may save time and budget dollars by participating in purchasing programs. Pursuant to state law, two or more entities (state, federal or local governments) may coordinate some or all of their purchases (i.e. fuel, equipment, office furnishings, street materials, vehicles, etc.) for the mutual benefit of the entities concerned. All legally created interlocal government cooperative purchasing agreements must be approved by the Town Council prior to using.

1. Implementation by:

- a. Entering into a cooperative agreement with another governmental entity for a bid;
- b. Use Town of Argyle DUNS No. if applicable: 052504867
- c. Two or more governments joining to purchase one or more goods/services jointly;
- d. Buying from state contracts; or
- e. Cooperative Purchasing Agreements currently authorized for Town Use include: TXMAS; Parker County; Tarrant County; Houston-Galveston Administrative Council (HGAC); North Central Texas Council of Governments (NCTCOG) North Texas Share and Buy Board. (Verify with Town Secretary before using to ensure current agreement is in place.)

III. Bid Procedures

A. Procedures for Competitive Bids or RFP/RFQ's In order to assist the Town departments in their compliance with all purchasing laws, policies and procedures, each department soliciting competitive (formal) bids or proposals must abide by the following:

1. Every competitive (formal) bid, request for proposal (RFP) or request for qualifications (RFQ) should be assigned a bid number. The bid number can be obtained from the Finance Department. The requesting department must provide a bid (project) name, opening date and time and location of the bid opening. For RFQ's and RFP's, the proposal (project) name, due date and time will be required.
2. The Town Secretary shall be notified, and bid/proposal information provided to ensure the Town Secretary legally advertises the bid/proposal in accordance with section 252.041 of the Texas Local Government Code. The Town Secretary shall be responsible for all legal advertisements regarding competitive bids or proposals.
3. Departments may maintain a vendors' list of all vendors requesting to receive bids from the Town; however, use of such list shall not circumvent the statutory advertisement for bid requirements of state law.
4. The Town Administrator or his/her designee and the Town Secretary will attend all bid openings to ensure compliance with the statutory bidding procedures.
5. The Town Administrator and the requesting department director must make a consensus recommendation to the Town Council concerning the bid or proposal award. The requesting department director must present the recommendation of award to the Town Council.

6. No purchase order will be issued prior to the Town Council approval.
7. Approval date and Town resolution must be attached to and noted on the purchase order.
8. All approved contracts shall be attached to the purchase order.

B. Preparing the Competitive Bid Document. All competitive bids shall be issued using an Advertisement of Bids form (See APPENDIX A) approved by the Town Administrator and Town Attorney.

1. It is the responsibility of the respective departments to prepare the bid specifications. Consulting engineers/architects may also be directed by the Town to prepare bid documents as well as administer or participate in the bid opening process.
2. All bid documents must generally contain the following information:
 - Advertisement for Bids (See APPENDIX A)
 - Cover sheet
 - General rules
 - Insurance documents
 - Reference sheet
 - Bid Form (See APPENDIX B)
 - Specifications or Special Provisions (See APPENDIX C)
3. After preparation of the bid document, it must be approved by the department director and Town Administrator.
4. After approval at the department level, the completed bid specification document must be sent to the Town Administrator's office for review and approval. The Town Administrator's office will be responsible for forwarding the appropriate legal public notice information to the Town Secretary for advertisement and placement on the calendar pursuant to state law.
5. After approval by the Town Administrator's office, the bid may be mailed to prospective bidders as well as placed on-line, if applicable. Bid documents shall not be mailed to prospective bidders before the first public notice is placed in the newspaper in order to ensure all prospective bidders have the same amount of time to complete the bid document.

C. Additional Requirements for the Bid Document

1. A bid bond, cashier's check, certified check, or other approved security in an amount equal to ten percent (10%), or five percent (5%) in the case of engineering-related bids, of the bid is required to guarantee the successful bidder

will sign a contract in the following instances: 1) the bid is for a construction project or 2) any other bid for which the Town Administrator deems it necessary to protect the interest of the Town.

2. When preparing the bid document, departments, in consultation with the Town Administrator, should consider whether to require contractors to provide a performance bond if awarded the contract. In instances where the bid is for construction services or significant building improvements, it is customary to require the contractor to provide a performance bond. A performance bond issued by a surety company stipulates a legal, written obligation guaranteeing 100% payment for any financial loss caused by default of the contractor. When provided to the Town of Argyle, it grants an assurance as to the performance and successful completion in accordance with the terms of the contract and assures payment of the taxes, licenses or assessments associated with the contract. The contractor shall provide the performance bond with the appropriate Labor and Material Bonds within ten (10) calendar days of award of bid. Bonds required to guarantee performance and payment for labor and material for the contract work shall be in a form acceptable to the Town Attorney and shall provide that they shall not terminate upon completion of the work, but shall continue for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Town. (Performance, Payment and Maintenance Bond templates may be found as Attachments 1, 2 & 3, respectively, to this document.)
3. During the term of the contract, the contractor shall provide the Town with a Certificate of Insurance. The limits of liability shall be specified in the bid document's General Terms and Conditions and shall include comprehensive general liability, auto liability, professional liability (required only where contracts are for professional services), workers' compensation (shall include a "waiver of subrogation"), and umbrella coverage. Limits of liability shall be stipulated by the Town.

The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Town, its officers, agents, employees, representatives and assigns as additional insureds. The contractor shall furnish to the Town satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Town together with executed copies of an "Additional Insured Endorsement" form. Said certificates shall contain a clause to the effect that for the duration of the contract, the insurance policy shall not be canceled, be allowed to expire or changed so as

to the amount of coverage, only after written notification 30 days in advance has been given to the Town. In addition, said certificates shall list the Town and its officers, agents and employees as additional insureds on all required insurance policies, except the policies for professional liability.

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Procedures for Submitting Change Orders

- Change orders shall be placed on the Council's agenda and shall be accompanied by a staff memorandum explaining the need for the contract revision.
- Change orders shall be numbered sequentially and shall bear the signature of the department director and/or the consulting engineer/architect if applicable. In instances where a final balancing change order (regardless of the amount) reduces the contract price, departments shall approve and authorize the Finance Department to close out the remaining encumbered funds (the project/contract).
- In special circumstances, a change order requiring Town Council approval may be authorized by the Town Administrator prior to being placed on the Town Council agenda. If authorized, the department director shall proceed with placing the change order on the upcoming Town Council agenda as outlined above.

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not be used for any personal expenses. Credit cards shall not be used to circumvent the normal payment process.

Compliance Credit card abuse, including but not limited to failure to provide expense reports within three (3) working days of return to work from Town-authorized travel or conferences resulting in credit card use; failure to provide receipts of credit card use/expenditures; falsifying expense reports; or submitting false claims will result in disciplinary action, up to and including termination of employment. Credit card charges not substantiated by a receipt must be reimbursed by the credit card user at time of receipt of the monthly credit card statement.

The Human Resources Director shall maintain credit card use acknowledgement forms and/or copies of departmental use policies authorized by each Department Director. The Human Resources Director shall request all credit cards to be returned prior to termination of employment and no final pay shall be made to terminated employee until cards have been received by the Human Resources Director.

APPENDICES:

- A – Advertisement for Bids Form
- B – Bid Form
- C – Bid Specification Form

ATTACHMENTS:

- 1 – Performance Bond
- 2 – Payment Bond
- 3 – Maintenance Bond

EFFECTIVE DATE: _____

APPROVING RESOLUTION NO.: _____

S:\Admin Folder\Purchasing Policy and Procedures March 2020 Folder

TOWN OF ARGYLE, TEXAS
PURCHASING POLICIES AND PROCEDURES
~~December 2014~~March 2020

I. Purpose

The purpose of this purchasing policy is to provide the Town of Argyle with guidelines and directions for the acquisition of goods and services. The Town is committed to ensuring ~~that~~ all acquisitions are in compliance with state and federal law and Town Ordinances. The policies and procedures conveyed within are intended to allow the Town to obtain the needed supplies and services efficiently and economically.

This document may be modified from time to time to conform to changes in legislation, technology and actual practice. Although it may not address every issue related to purchasing practices, it does provide general guidelines for purchasing activities. Employees needing assistance in dealing with specific situations not covered by this document should contact the Town ~~Manager~~Administrator, ~~his/her designee~~, or the ~~Director of Finance~~Town Treasurer.

The Town ~~Manager~~Administrator, ~~or his/her designee~~, shall act as the Town's Purchasing Agent. The Town ~~Manager~~Administrator shall be the final authority regarding the enforcement of any of the provisions of this document. Failure to follow the procedures outlined herein may lead to disciplinary action in accordance with the provisions of the Town of Argyle Employee Manual.

II. Purchasing

A. Approval of Town Purchases. No employee shall purchase goods or services on behalf of the Town of Argyle without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate supervisor, department director or the ~~Purchasing Agent~~Town Administrator, in accordance with the guidelines below:

<u>Dollar Limits</u>	<u>Required Approvals</u>
Under \$500 <u>1000</u>	Supervisor or Department Director

<p>\$500-1000 - \$5,000 Director</p> <p><u>\$1000 - \$5,000 (Unbudgeted)</u></p> <p><u>\$5,001 - \$50,000 (Budgeted)</u></p> <p>\$5,001 - \$250,000 <u>(Unbudgeted)</u></p> <p><u>\$250,000</u> and above</p>	<p>Supervisor and/or Department</p> <p><u>Town Administrator</u></p> <p><u>Supervisor, Department Director and Town Administrator</u></p> <p>Supervisor, Department Director and Purchasing Agent <u>Town Council</u></p> <p><u>Department Director, Purchasing Agent and Town Council</u></p>
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Approval for purchases shall occur before the purchase or an order is made. ~~At the discretion of the department director, approval levels for supervisors may be increased to an amount not to exceed the department director's authority. In addition, any person responsible for approving purchases at any level may delegate their approval authority to a designee in the event they are unavailable to approve purchases.~~

B. Soliciting Quotes. — Employees are responsible for obtaining quotes for purchases in the instances outlined below. Acquisitions (orders) submitted without the required quotes or a satisfactory explanation of why quotes were not obtained (e.g. sole source, emergency, standardized vendor, etc.) will be returned to the originator without approval.

Purchases less than \$1,000 – no quotes are required

Purchases of \$1,000 and over, but less than \$5,000 (Budgeted)

- Not less than three (3) verbal or written quotes should be received, if practicable. Pricing and contact information must be noted on the purchase order. Physical records regarding the dates, contacts and quotes received shall be retained in the department's files for audit purposes.

Purchases of \$1,000 and over, but less than \$5,000 (Unbudgeted)

- Same procedure as above, with written justification for the purchase, forwarded to the Town Administrator for approval.

Purchases of \$5,000 and over, but less than ~~\$250,000~~ (Budgeted)

- Not less than three (3) **written** quotes should be received, if practicable unless the quote is from one of the coop programs listed in H. Quote(s) shall be attached to the purchase order and submitted to the Purchasing Agent through the appropriate levels—for approval—and shall be attached to the purchase order. Hard copies of quotes obtained shall be retained in the department’s files for audit purposes.
- The following information will be required when using “no response” for one of the three bids/written quotes: Company name, contact person, phone number, and e-mail, if available.

Purchases of \$5,000 and over, but less than \$50,000 (Unbudgeted)

- Same procedure as above, with written justification for the purchase, submitted to the Town Administrator for forwarding to Town Council for approval.

C. Competitive Bids. All purchases of goods or services of ~~\$25~~50,000, or more, either individually or in aggregate purchases made over the course of one fiscal year, except for those “budgeted” purchases outlined in Section H below, shall be subject to the competitive bidding process and shall be let, by free and open competitive bidding after advertisement, to the lowest, responsible bidder or any other bidder whom the Town Council deems to have submitted the bid that is in the best interest of the Town. All competitive bids of ~~\$25~~50,000 or more shall be approved by the Town Council.

1. Upon authorization to proceed by the ~~Purchasing Agent~~Town Administrator, purchases must be accomplished through the formal request for bid or the request for proposal process with detailed written specifications. (see Request for Proposals Procedures below). The development of the written bid specifications may be a joint venture of the ~~Purchasing Agent~~Town Administrator and the requesting department.
2. Not less than three (3) **written** bids or proposals should be received.
3. **All purchases of \$~~25~~50,000 and over must be submitted to the Town Council for approval, including professional services proposals.** ~~Budgeted capital items or services acquired through the use of the State of Texas Joint Purchasing or authorized Cooperative Purchasing Contracts/Programs are exempt from further approval by the Town Council. (See Paragraph H. below)~~

Commented [TM1]: I believe all purchases over the LGC competitive bid threshold should go to Council.

D. Requests for Proposals (RFP) or Qualifications (RFQ)— Competitive sealed proposals commonly referred to as an (RFP) or qualifications (RFQ)—are similar to

competitive bids, ~~but are limited by Texas Statutes~~ generally reserved for instances where there may be multiple ways to accomplish a desired outcome. ~~An RFP~~ They can ~~only~~ be used for procurements of high-technology products and ~~professional and personal services~~ insurance. ~~The Professional Services Procurement Act prohibits using competitive bids to procure certain services defined by the Act, including but not limited to engineering, design, architectural, planning, and legal services. Section 252.022 of the Texas Local Government Code exempts procurement of personal, professional or planning services from competitive bidding requirements. The following steps should be followed when preparing RFPs or RFQs:~~

The following steps should be followed when preparing RFPs:

1. Specifications are to be written using ~~specific~~ requirements or performance standards for goods or service.
2. Vendors submit proposals of their own design to satisfy the requirements or scope of service set forth in the proposal. Vendor proposals may incorporate entirely different hardware or services to accomplish the same performance requirement or scope.
3. Following the receipt of proposals, the Town may enter into negotiations with as many vendors as have submitted feasible proposals in order to arrive at the best and/or most qualified proposal from each vendor.
4. Proposals of \$~~250~~,000 and over require approval of the ~~Town Manager and/or the~~ Town Council.

E. Requests Qualifications (RFQ) – The Professional Services Procurement Act prohibits using competitive bids to procure certain services defined by the Act, including but not limited to engineering, design, architectural, planning, and legal services. Section 252.022 of the Texas Local Government Code exempts procurement of personal, professional or planning services from competitive bidding requirements. The RFQ process involves describing the project and requesting submittals from interested entities to provide their qualifications to meet to meet the services required.

The following steps should be followed when preparing RFQs:

1. Describe the scope of services desired and include specific requirements for the submittals, such as including similar past projects, references and staff profiles to be committed to the job. Also include expected performance standards and how the submittals will be judged.

2. Vendors submit their qualifications to satisfy the requirements or scope of service set forth in the request.
3. Following the receipt of submittals, the Town will select the most qualified and enter into negotiations in order to develop a Professional Services agreement. If no agreement can be established with the first vendor, the Town may move to the next best qualified and etc., until an agreement can be reached to be presented forward.
4. The purchase of professional services exceeding \$50,000 specifically require approval of the Town Council. Purchases for lesser amounts may follow the same thresholds for approval; but for larger dollar amounts, Town Council approval should still be sought.

E.F. Sole Source Purchases. Items ~~that are~~ available from only one source, as described by Section 252.022 of the Texas Local Government Code, ~~and~~ are exempt from competitive bidding include the following:

- Items ~~that are~~ available from only one source because of patents, copyrights, secret processes, or natural monopolies
- Films, manuscripts, or books
- Gas, water, and other utility services
- Captive replacement parts or components for equipment
- Books, papers and other library materials for a public library ~~that are~~ available only from the persons holding exclusive distribution rights to the materials
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facilities to which the organization has provided significant financial or other benefits

Sole source determination and approval must be given by the ~~Purchasing Agent~~ Town Administrator before the purchase is made.

F.G. Emergency Purchases. Purchases described in Section 252.022 of the Texas Local Government Code are exempt from competitive bidding include the following:

- Procurement(s) made because of a public calamity ~~that requires~~ ing immediate appropriation of money to relieve the necessity of the Town's residents or to preserve the property of the Town
- Procurement(s) necessary to preserve or protect the public health or safety of the Town's residents
- Procurement(s) necessary because of unforeseen damage to public machinery, equipment or other property

Emergency purchases and approval must be given by the ~~Purchasing Agent~~Town Administrator or Mayor before the purchase is made.

G.H. Other Exemptions from Competitive Bidding. The following are other purchases described in Section 252.022 of the Texas Local Government Code as being exempt from competitive bidding:

- Procurement of personal, professional or planning services
- Procurement for work ~~that is~~ performed and paid by the day as the work progresses
- Purchase of land or right-of-way
- Interlocal/cooperative purchasing contracts or agreements
- Miscellaneous other procurements as set forth in Section 252.022

H.I. Cooperative Purchasing. Cooperative purchasing is an option whereby local governments may save time and budget dollars by participating in purchasing programs. Pursuant to state law, two or more entities (state, federal or local governments) may coordinate some or all of their purchases (i.e. fuel, equipment, office furnishings, street materials, vehicles, etc.) for the mutual benefit of ~~all~~ the entities concerned. All legally created interlocal government cooperative purchasing agreements must be approved by the Town Council prior to using.

1. Implementation by:

- a. Entering into a cooperative agreement with another governmental entity for a bid;
- b. Use Town of Argyle DUNS No. if applicable: 052504867
- c. Two or more governments joining to purchase one or more goods/services jointly;
- d. Buying from state contracts; or
- e. Cooperative Purchasing Agreements currently authorized for Town Use include: TXMAS; Parker County; Tarrant County; Houston-Galveston Administrative Council (HGAC); North Central Texas Council of Governments (NCTCOG) North Texas Share and Buy Board. (Verify with Town Secretary before using to ensure current agreement is in place.)

III. Bid Procedures

A. Procedures for Competitive Bids or RFP/RFQ's In order to assist the Town departments in their compliance with all purchasing laws, policies and procedures,

each department soliciting competitive (formal) bids or proposals must abide by the following:

1. Every competitive (formal) bid, request for proposal (RFP) or request for qualifications (RFQ) should be assigned a bid number. The bid number can be obtained from the Finance Department. The requesting department must provide a bid (project) name, opening date and time and location of the bid opening. For RFQ's and RFP's, the proposal (project) name, due date and time will be required.
2. The Town Secretary shall be notified and bid/proposal information provided to ensure ~~that~~ the Town Secretary legally advertises the bid/proposal in accordance with section 252.041 of the Texas Local Government Code. The Town Secretary shall be responsible for all legal advertisements regarding competitive bids or proposals.
3. Departments may maintain a vendors' list of all vendors requesting to receive bids from the Town; however, use of such list shall not circumvent the statutory advertisement for bid requirements of state law.
4. The ~~Purchasing Agent Town Administrator~~ or his/her designee and the Town Secretary will attend all bid openings to ensure compliance with the statutory bidding procedures.
5. The ~~Purchasing Agent Town Administrator~~ and the requesting department director must make a consensus recommendation to the Town Council concerning the bid or proposal award. The requesting department director must present the recommendation of award to the Town Council.
6. No purchase order will be issued prior to the Town Council approval.
7. Approval date and Town resolution must be attached to and noted on the purchase order.
8. All approved contracts shall be attached to the purchase order.

B. Preparing the Competitive Bid Document. All competitive bids shall be issued using an Advertisement of Bids form (See APPENDIX A) approved by the ~~Purchasing Agent Town Administrator~~ and Town Attorney.

1. It is the responsibility of the respective departments to prepare the bid specifications. Consulting engineers/architects may also be directed by the Town to prepare bid documents as well as administer or participate in the bid opening process.
2. All bid documents must generally contain the following information:
 - Advertisement for Bids (See APPENDIX A)

- Cover sheet
 - General rules
 - Insurance documents
 - Reference sheet
 - Bid Form (See APPENDIX B)
 - Specifications or Special Provisions (See APPENDIX C)
3. After preparation of the bid document, it must be approved by the department director and ~~Purchasing Agent~~ Town Administrator.
 4. After approval at the department level, the completed bid specification document must be sent to the Town ~~Manager~~ Administrator's office for review and approval. The Town ~~Manager~~ Administrator's office will be responsible for forwarding the appropriate legal public notice information to the Town Secretary for advertisement and placement on the calendar pursuant to state law.
 5. After approval by the Town ~~Manager~~ Administrator's office, the bid may be mailed to prospective bidders as well as placed on-line, if applicable. Bid documents shall not be mailed to prospective bidders before the first public notice is placed in the newspaper in order to ensure ~~that~~ all prospective bidders have the same amount of time to complete the bid document.

C. Additional Requirements for the Bid Document

1. A bid bond, cashier's check, certified check, or other approved security in an amount equal to ten percent (10%), or five percent (5%) in the case of engineering-related bids, of the bid is required to guarantee ~~that~~ the successful bidder will sign a contract in the following instances: 1) the bid is for a construction project or 2) any other bid for which the Town ~~Manager~~ Administrator deems it necessary to protect the interest of the Town.
2. When preparing the bid document, departments, in consultation with the Town ~~Manager~~ Administrator, should consider whether to require contractors to provide a performance bond if awarded the contract. In instances where the bid is for construction services or significant building improvements, it is customary to require the contractor to provide a performance bond. A performance bond issued by a surety company stipulates a legal, written obligation guaranteeing 100% payment for any financial loss caused by default of the contractor. When provided to the Town of Argyle, it grants an assurance as to the performance and successful completion in accordance with the terms of the contract and assures payment of the taxes, licenses or assessments associated with the contract. The contractor shall provide the performance bond with the appropriate Labor and Material Bonds within ten (10) calendar days of award of bid. Bonds required to

guarantee performance and payment for labor and material for the contract work shall be in a form acceptable to the Town Attorney and shall provide that they shall not terminate upon completion of the work, but shall continue for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Town. (Performance, Payment and Maintenance Bond templates may be found as Attachments 1, 2 & 3, respectively, to this document.)

3. During the term of the contract, the contractor shall provide the Town with a Certificate of Insurance. The limits of liability shall be specified in the bid document's General Terms and Conditions and shall include comprehensive general liability, auto liability, professional liability (required only where contracts are for professional services), workers' compensation (shall include a "waiver of subrogation"), and umbrella coverage. Limits of liability shall be stipulated by the Town.

The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Town, its officers, agents, employees, representatives and assigns as additional insureds. The contractor shall furnish to the Town satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Town together with executed copies of an "Additional Insured Endorsement" form. Said certificates shall contain a clause to the effect that for the duration of the contract, the insurance policy shall not be canceled, be allowed to expire or changed so as to the amount of coverage, only after written notification 30 days in advance has been given to the Town. In addition, said certificates shall list the Town and its officers, agents and employees as additional insureds on all required insurance policies, except the policies for professional liability.

4. All companies or individuals who wish to bid on a good or service must submit their bids in a sealed envelope before the deadline of the bid. BIDS RECEIVED AFTER THE DEADLINE SHALL NOT BE OPENED AND SHALL BE RETURNED TO COMPANY OR INDIVIDUAL. The sealed envelope must be labeled as required per the bid documents. Bid document packages should be made the day the ad is placed in the newspaper. It is the responsibility of each department to maintain bid lists for those goods or services for which they are responsible.
5. If a pre-bid conference is conducted, departments should specify in the Notice to Bidders whether or not attendance is a mandatory or optional condition of bidding. At the pre-bid conference, the responsible department should ensure ~~that~~

all attendees sign a “sign-in” sheet to ensure compliance with this requirement of bidding and/or to ensure ~~that~~ all bidders receive any and all issued addenda. Failure to attend a mandatory pre-bid conference shall disqualify a bidder from being awarded the contract unless, at the department’s discretion, bidders are allowed to not attend by signing a waiver.

6. Based on questions received at the pre-bid conference or by other communications, departments should provide an Addendum to all those who received bids if the answers to the questions might impact the outcome of the bid results. Addendums should also be sent when clarifications are required.

D. Bid Opening Procedures All sealed bids shall be publicly opened and read aloud by the Town Secretary, or his/her designee, at the time and place stated in the legal notice. At least one other employee shall serve as witness and tabulate the bid results. All proposals shall be open to public inspection, including the bid tabulations, following the bid opening. The following procedures must be completed prior to the bid opening:

1. The Town Secretary will be responsible for reserving the location for the bid opening.
2. All bids must be received before the deadline on the day of the bid. Town staff must be notified of the time and place of the bid opening, and reminded ~~that~~ no bids are to be accepted after the deadline for accepting bids. Bids received via mail or in person must be date and time stamped and initialed by person receiving sealed bid packet.
3. A Bid Tabulation Form must be completed. During the bid opening, both the person opening the bids and the person tabulating the bids must sign the bid tabulation sheet as witnesses.

IV. Change Order Policy

State Law, Section 252.048, Texas Local Government Code sets forth certain criteria governing change orders relative to performance of a contract. The general policy of the Town is that change orders are not allowed except for unavoidable or unforeseen circumstances that can be documented and ultimately determined that it is in the best interest, health, safety, and welfare of the Town for the modifications in an approved contract be made. **All change orders involving an increase of \$25,000 or more shall be approved by the Town Council;** ~~however, as a general rule all change orders should be approved by the Town Council, unless determined otherwise by the Town Manager.~~

An original contract price may not be increased by more than twenty-five percent (25%) pursuant to Section 252.048(d), Texas Local Government Code. The original contract price may not be decreased under state law by more than twenty-five percent (25%) without the consent of the contractor.

Procedures for Submitting Change Orders

- Change orders ~~requiring Town Council approval~~ shall be placed on the Council’s agenda and shall be accompanied by a staff memorandum explaining the need for the contract revision.
- Change orders shall be numbered sequentially and shall bear the signature of the department director and/or the consulting engineer/architect if applicable. In instances where a final balancing change order (regardless of the amount) reduces the contract price, departments shall approve and authorize the Finance Department to close out the remaining encumbered funds (the project/contract).
- In special circumstances, a change order requiring Town Council approval may be authorized by the Town ~~Manager~~Administrator prior to being placed on the Town Council agenda. If authorized, the department director shall proceed with placing the change order on the upcoming Town Council agenda as outlined above.

Commented [TM2]: Would like Council’s input to determine if this provision remains.

V. Credit Card Payments

The Town of Argyle has provided each department with corporate credit card authority for use in making purchases. Each Department Director is responsible for the security of the credit card(s) assigned to the respective department and should not permit their use for means/purposed other than those permitted by the Town Employee Manual and/or authorized by the Department Director. Credit cards shall not be used for any personal expenses; ~~in hotel pay television and/or movies; dry cleaning and laundry, except that approved by department policy; health club and spas; expenses for spouse; alcoholic beverages; and personal long distance telephone calls.~~ Credit cards shall not be used to circumvent the normal payment process.

Compliance Credit card abuse, including but not limited to failure to provide expense reports within three (3) working days of return to work from Town-authorized travel or conferences resulting in credit card use; failure to provide receipts of credit card use/expenditures; falsifying expense reports; or submitting false claims will result in disciplinary action, up to and including termination of employment. Credit card charges not substantiated by a receipt must be reimbursed by the credit card user at time of receipt of the monthly credit card statement.

The Human Resources Director shall maintain credit card use acknowledgement forms and/or copies of departmental use policies authorized by each Department Director. The Human Resources Director shall request ~~that~~ all credit cards to be returned prior to termination of employment and ~~that~~ no final pay shall be made to terminated employee until cards have been received by the Human Resources Director.

APPENDICES:

- A – Advertisement for Bids Form
- B – Bid Form
- C – Bid Specification Form

ATTACHMENTS:

- 1 – Performance Bond
- 2 – Payment Bond
- 3 – Maintenance Bond

EFFECTIVE DATE: ~~January 10, 2011~~ _____

~~APPROVED APPROVING RESOLUTION BY NO.:~~ _____
~~Lyle H. Dresher, Town Manager~~

S:\Admin Folder\Purchasing Policy and Procedures ~~December 2019~~March 2020 Folder

**TOWN OF ARGYLE, TEXAS
ADVERTISEMENT FOR BIDS**

PART 1. GENERAL

1.1 RECEIPT OF BIDS

- A. Sealed bids, in duplicate, addressed to the Town of Argyle, Attention Town Secretary for **(purchase, construction or installation of?)** will be received until bid closing time of **Time;Date** by the Town Secretary at the Argyle Town Hall, 308 Denton Street, Argyle, Texas 76226.
- B. All bids will be publicly opened and read aloud at that time in the Town Council Chambers at Town Hall, and a bid tabulation will be prepared for consideration in awarding a contract by the Town of Argyle (Owner). Any bids received after the closing time will be returned unopened.
- C. All bids shall be on a lump sum basis. **(Must determine?)**

1.2 SCOPE

- A. Contract will be executed for the **(brief description of project/contact)**. The Specifications for said work are available and should be relied on for purposes of making any bid. All work will be completed under one contract.

1.3 BIDDING DOCUMENTS

- A. Bid documents for this project may be obtained at the Argyle Town Hall, 308 Denton Street, Argyle, TX 76226. Bid Form may be requested by e-mail by contacting the Town Secretary, cdelcambre@argyle.tx.com.
- B. Bidders shall provide a properly executed contract agreement document prepared by the Town of Argyle and available at Town Hall.

1.4 GENERAL

- A. The successful bidder must be able to furnish acceptable Payment Bond from an approved Surety Company licensed in the State of Texas in the amount equal to 100 percent of the accepted.
- B. The Owner reserves the right to hold all bids for 45 days from the date of receipt thereof without action approve, to waive any formalities, or to reject any or all bids, to waive irregularities, and to require statement or evidence of bidders' qualifications including financial statements.
- C. Time of completion of this Contract is of importance to the Owner and may be considered in the award of the Contract.

Appendix A – Advertisement for Bids Form

- D. Owner is exempt from sales tax on products permanently incorporated in the work.
- E. **(If applicable)** The site of the contract improvements **(define)** is available for inspection prior to bidding in order to assist bidders in becoming familiar with the facilities and equipment **(or project)**. Inspections may be conducted between the hours of 8:00 a.m. and 5:00 p.m., Monday – Friday. Please contact **(Name of responsible Department Director)**, Codi Delcambre, Town Secretary, or Lyle H. Dresher, Town Manager, at 940.464.7273 for an inspection time.

END OF ADVERTISEMENT FOR BIDS

<\\THSERVER\THServer\Administration\Purchasing Policy and Procedures>

**TOWN OF ARGYLE, TEXAS
(Title or Name of Bid/Project)
BID FORM**

DATE: _____

TO: Town of Argyle, Texas; Attention: Codi Delcambre, Town Secretary

RE: Town of Argyle (**Name of Project**)

Gentlemen:

Pursuant to the Advertisement for Bids, the undersigned has thoroughly examined the Bidding Documents and the site facilities, understands the work to be done, and hereby proposes to do all work as provided in the Bidding Documents, subject to the observation and approval of the Town of Argyle (Owner), and binds themselves on acceptance of this bid by Owner for performing and competing said work within the time stated and to furnish all required guarantees for the following prices:

BASE BID For the purchase, construction and installation (same description as used on Advertisement for Bids form) of _____ for _____ and including all labor, materials, services, and equipment necessary for the completion of the work as indicated in the project Specifications attached hereto as Exhibit "A".

The sum total of _____ DOLLARS

EXTRA WORK FEES

The undersigned agrees that for additional work added to the Contract and for extra costs resulting from changes in the work, the allowance for overhead and profit combined shall be in accordance with the following schedule, but in no case shall it exceed a maximum of fifteen (15) percent. (Overhead shall include payroll taxes and supervision):

- A. For the Contractor, for any work provide by his own forces: 10% of the cost
- B. For the Contractor, for work produced by his subcontractors: 5% of the amount due the subcontractor
- C. The Contractor shall not be allowed to charge the Owner for "extended overhead" charges relating to change orders or weather delays.

OTHER CONDITIONS

The undersigned agrees to the following:

- A. Will furnish all labor and materials as shown and as specified.
- B. Will substantially complete the base bid (proposed work) within [____] calendar days, including days lost to inclement weather.
- C. Will start work [____] days after notice of award of Contract.
- D. Agrees that its bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.
- E. Understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and to assign the work to the bidder who, in the opinion of the Owner, serves the Owner’s best interest.
- F. Attests that the bid submitted is without collusion with any other bidder.

BID ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Contractor’s Authorized Signature _____ Date _____

Company Name _____

Address _____

City _____ State _____

Telephone _____ Facsimile _____ E-mail _____

END OF DOCUMENT

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, hereinafter called "Surety", are held and firmly bound unto the **TOWN OF ARGYLE, TEXAS** a general law municipal corporation, hereinafter called "Owner", in the penal sum of _____ **DOLLARS** (\$ _____) in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Townof Argyle, the Owner, dated on or about the _____ day of _____, _____, A.D. which is incorporated herein and made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

(Insert Project Name)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of such Contract in accordance with the plans, specifications and contract documents during the original term thereof and any extension thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of such Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that such Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of V.T.C.A., Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by V.A.T.S., Insurance Code Article 7.19-1.

IN WITNESS WHEREOF, this instrument is executed in ____ copies, each one of which shall be deemed an original, this, the ____ day of _____, ____.

PRINCIPAL: _____

BY: _____
Name

TITLE: _____

ATTEST:

SURETY: _____

BY: _____
Name

TITLE: _____

ATTEST:

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called "Principal", and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, hereinafter "Surety", are jointly and severally held and firmly bound unto the **TOWN OF ARGYLE, TEXAS**, a general law municipal corporation, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements described below, in the penal sum of _____ **DOLLARS** (\$_____) in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

WHEREAS, the Principal entered into a certain Contract with the Town of Argyle, the Owner, dated on or about the _____ day of _____, _____, A.D. which is incorporated herein and made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

(Insert Project Name)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in such Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of V.T.C.A., Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by V.A.T.S., Insurance Code Article 7.19-1.

IN WITNESS WHEREOF, this instrument is executed in copies, each one of which shall be deemed an original, this the _____ day of _____, _____.

PRINCIPAL: _____

BY: _____
Name

TITLE: _____

ATTEST:

SURETY: _____

BY: _____
Name

TITLE: _____

ATTEST:

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

MAINTENANCE BOND

STATE OF TEXAS §
 §
COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS: THAT
_____, whose address is _____, hereinafter called "Principal", and _____, a corporation organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter called "Surety", are jointly and severally held and firmly bound unto the **TOWN OF ARGYLE, TEXAS**, a general law municipal corporation located in Denton County, Texas, hereinafter called "Owner", in the amount of _____ DOLLARS (\$ _____), in lawful money of the United States, to be paid in Argyle, Denton County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents. This bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond.

WHEREAS, the Principal entered into a certain Contract with the Town of Argyle, the Owner, dated on or about the _____ day of _____, _____, A.D. which is incorporated herein and made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

(Insert Project Name)

NOW, THEREFORE, IF PRINCIPAL shall maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance by OWNER and do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of same, or on account of any breaking of same caused by PRINCIPAL in lying or building same, or on account of any defect arising in any of such work laid or constructed by PRINCIPAL, or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL and specific items are not exclusive; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so it is agreed that the OWNER may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

PROVIDED, FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Denton County, Texas.

PROVIDED FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Denton County to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, ____.

PRINCIPAL: _____

BY: _____
Name

ATTEST:

TITLE: _____

SURETY: _____

BY: _____
Name

ATTEST:

TITLE: _____

The Resident Agent of the Surety in Denton County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

If corporation, give a person's name.



TOWN COUNCIL DATA SHEET



Agenda Item:

Discuss and consider approval of Resolution 2020-05 amending the 2016 Employee Handbook.

Meeting Date:

March 24, 2020

Requested by:

Mayor Moser

Prepared by:

Erika McComis, Town Secretary

Background:

In response to a request from Mayor Moser, Staff has reviewed portions of the Employee Handbook and discovered areas that should be addressed. The Town currently has a policy in place pertaining to the Family and Medical Leave Act (FMLA); however, this act is for entities with 50 or more employees; therefore, our Town Attorney recommends the removal of FMLA from the employee handbook.

Staff, along with Mayor Moser, reviewed the leave benefit policies and recommends amendments to the accruals rate and max accrual rate for sick and vacation leave. Currently employees can accrue up to 320 hours of sick leave and the proposed policy will increase this amount to 480 hours (12 weeks). For vacation leave the recommendation is to increase years 1-4 to 80 hours annually in comparison to the current policy of 40 hours annually. Most governmental entities are at a minimum of 80 hours for the first five years of employment. The policy includes added benefit of exempt leave for those employees which are exempt from receiving overtime. The recommended policy allows for one week per year to be used as time off for exempt employees. Our exempt employees often times put in more than 40 hours in the work week and this time will allow them the ability to take additional time off. The exempt leave time must be taken within the year as it will not carry over and will not be paid out should the employee leave the Town.

The handbook lacked in providing guidance and direction to employees for on-duty injuries and the ability for employees to participate in modified duty (light-duty) jobs. The Injured Employee policy guides employees on how to handle injuries such as supervisor and HR notifications, physical examinations, and the guidelines for temporary work assignments while they work towards full recovery.

Financial Impact:

None



TOWN COUNCIL DATA SHEET



Requested Action:

Staff recommends approval of the draft Employee Handbook amendments.

Attachments:

Resolution

Exhibit A – Leave Policy, Injured Employee Policy, and Amended Federal and State Regulations policy

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2020-05**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
ARGYLE, TEXAS APPROVING AMENDMENTS TO THE TOWN OF
ARGYLE EMPLOYEE HANDBOOK.**

WHEREAS, the Town of Argyle revised and adopted the Town of Argyle Employee Handbook by Resolution No. 2009-04 on February 10, 2009, and amended by Resolution 2012-04 on February 28, 2012, Resolution 2013-21 on August 27, 2013, and Resolution 2016-34 on November 15, 2016 providing rules and procedures governing all employees of the Town; and

WHEREAS, periodic updates, amendments or revisions are necessary in order to address changes to the Town’s employment policies initiated by state or federal law changes as well as Town-initiated updates; and

WHEREAS, it has hereby been determined by the Town Council of the Town of Argyle that is it in the best interest and welfare of the Town of Argyle and its employees to approve said updates and amendments to the Town Employee Manual as attached in Exhibit “A” hereto.

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

SECTION 1. That, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2. That, the Town Council of the Town of Argyle, Texas hereby approves certain amendments, revisions and updates to the Town of Argyle Employee Handbook as attached in Exhibit “A” attached hereto.

SECTION 3. That, this Resolution shall take effect immediately.

PASSED AND APPROVED this the 24 day of March, 2020.

Town of Argyle, Texas

Donald Moser, Mayor

ATTEST:

Erika McComis, Town Secretary

CHAPTER 2 - FEDERAL AND STATE LAWS

2.00 Americans with Disabilities Act and Amendment Act of 1990 and 2008 (ADA/ADAAA)

As mandated by the Americans with Disabilities Act (“ADA” or “The Act”) of 1990 and the amended Act of 2008 (“ADAAA”) the Town does not discriminate against individuals with disabilities in the areas of employment, public services, and public accommodations. The Town Secretary has been named the ADA Coordinator and is responsible to coordinate compliance with the non-discrimination requirements as set forth in the Act and in Section 35.107 of the Department of Justice regulations as well as any other applicable regulations.

A disability is defined as:

1. Having a physical or mental impairment that substantially limits one or more major life activities;
2. Having a record of such an impairment; or
3. Being regarded as having such impairment.

In compliance with the ADAAA the definition has been expanded beyond the definition of “major life activities” to include:

“Caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.”

The ADAAA definition adds the major life activity category to include “major bodily functions: such as, but not limited to:

“...functions of the immune system, cell growth, digestive, bladder, and bowel functions, neurological and brain functions, respiratory and circulatory functions, endocrine functions, and reproductive functions.”

The determination of whether an impairment substantially limits a major life activity shall be made without regard to the use of mitigating measures such as medication, medical equipment, prosthetics, hearing aids, mobility devices, oxygen equipment, etc. If an employee’s condition would qualify without such aids, the person shall be considered to have a protected disability.

Employment Policy The Town does not discriminate against individuals with “qualifying disabilities” (as defined in the Act) who are otherwise qualified to perform the essential functions of a job, with or without reasonable accommodations. “Reasonable accommodations” will be defined as any accommodation for an individual with a disability that can be made without causing “undue hardship” as defined in the Act.

All applicants, including employees who have previously worked for the Town, applying or reapplying, for a position with the Town, must submit an application for employment for a specific

job opening, and will be required to complete the entire hiring process before a final job offer is made. The process is determined by each position and the requirements of the essential job functions. The process may include a written test, physical assessment, psychological evaluation, credit check and reference check, and a medical examination including a drug and alcohol test.

Applicant/Employee Accommodation Requests Applicants or employees with qualifying disabilities, who are requesting reasonable accommodations to perform essential job functions, must contact the ADA Coordinator for an ADA/ADAAA **Reasonable Accommodation Request Packet**. The packet will include a job description for the position under consideration, to be given to the physician, a questionnaire regarding requested accommodations, and a medical release form, and request for extended leave if the employee has been out for longer than 12 weeks for non-military leave, 26 weeks for military leave, under FMLA accommodations. The employee shall furnish verifying certification from the attending physician to the ADA Coordinator within fifteen (15) calendar days. If the physician's certification is not furnished within fifteen (15) calendar days of the Town's request, the request for accommodation may not be considered and protection of the statute will not be available. Any fee charged for the certification will be paid by the employee.

The ADA Coordinator and ADA Committee (made up of the hiring department head, the finance director, and legal counsel) will review the request. The ADA Coordinator and ADA Committee may meet with the applicant or employee to discuss reasonable accommodations and will provide a written proposal to the applicant or employee with a copy to the Town Manager-Administrator within fifteen (15) working days of receipt of the **Reasonable Accommodation Request Packet**. If a mutually agreeable accommodation cannot be reached within fifteen (15) working days after submission of the request, the applicant or employee have five days to appeal the request to the Town Manager-Administrator.

Failure to Return Reasonable Accommodation Request Packet If the documents are not returned by the applicant within fifteen (15) working days of receipt of the packet, and the applicant has not called the Town for an extension of time to submit the documents, the Town will consider the applicant to have decided not to continue in the hiring process.

Employees who have not completed and returned the documents within the fifteen (15) working days of receipt of the packet, and have not called the ADA Coordinator to discuss the need for an extension of time to get the documents completed, shall be considered to have abandoned his/her job and may be terminated.

Public Accommodations Public complaints of alleged ADA violations or requests for reasonable accommodations must be addressed in writing to the ADA Coordinator and should include the name, address, and telephone number of the person filing the complaint or request, with a brief description of the violation or request for accommodation.

In order to ensure prompt resolution of problems or complaints, reports of alleged violations must be filed, in writing, as soon as possible after the complainant becomes aware of the violation. Under provisions of the Act, all complaints must be received no later than 180 days after the occurrence of the alleged violation

Verification of Disability Status Compliance with the Act may require verification of the qualifying physical or mental disability requiring the requested accommodation in certain circumstances. In those instances, an Authorization for Release of Medical Information must be completed by the individual with the disability and submitted to the ADA Coordinator (this form is included in the Request for Reasonable Accommodation Packet). The release form must be completed before any contact is made with an individual's physician and prior to dissemination of any information regarding the applicant's medical condition or history to those with the need to know such information.

The Town Attorney may be present or consulted as an advisor; no written authorization for dissemination of medical information to the Town Attorney need be obtained from the applicant. All medical information will be treated as confidential medical records as provided for in the Act.

Time Frames for Resolutions The ADA Coordinator, on behalf of the ADA Committee, shall respond in writing to any requests for accommodations within five working days of the receipt of the written request. The Town ~~Manager-Administrator~~ shall review all appeals, requests, and complaints, and will issue a written decision within 30 working days of the receipt of the written request. By mutual consent, in writing by the parties involved in the matter, the above-mentioned time frames may be extended at any time during the review process.

Resolutions The Town ~~Manager-Administrator~~ recognizes, as provided for in the Act, where appropriate, the use of alternative means of dispute resolution including, but not limited to, settlement negotiations, conciliation, fact-finding, and mediation is encouraged to resolve disputes. However, the Town ~~Manager-Administrator~~ is free to resolve a request for accommodation solely on the submission of written documents, unless the individual submitting the request objects, in writing, to such a procedure. Should an individual take exception to the offered solution, the individual has the right to appeal the decision to the U.S. Equal Employment Opportunity Commission (EEOC) or in the event the applicant is a returning veteran, he/she may appeal to VETS at 1-866-4-USA-DOL.

2.01 Consolidated Omnibus Budget Reconciliation Act (COBRA)

On April 7, 1985, COBRA was enacted requiring the Town to offer employees and their families the opportunity for temporary extension of medical benefits coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end; i.e. employee's resignation, termination, or reduction in hours of employment, death of a spouse, termination of spouse's employment, or reduction in spouse's hours of employment; divorce or legal separation, separation from employment for military assignment, or spouse becomes eligible for Medicare.

2.02 Drug-Free Workplace

The purpose of this policy is to identify and remove the adverse effects of alcohol and drugs on job performance, and to protect the health and safety of our employees by providing education and treatment.

A. Prohibitions

The manufacture, distribution, dispensing, possession, sale, purchase, keeping of, or use of a controlled substance or alcohol on Town property is prohibited and violations are subject to disciplinary action up to and including termination.

Being under the influence of alcohol or illegal drugs or unauthorized use of prescription or over-the-counter drugs while on Town property is prohibited and violations are subject to disciplinary action up to and including termination.

B. Definitions

Town Premises – All Town property, including Town vehicles, lockers, and parking lots.

Town Property – All Town -owned or leased property used by employees such as vehicles, lockers, desks, closets, computers, etc.

Controlled Substance – Any substance listed in Chapter 481 Texas Health and Safety Code.

Drug – A drug is any chemical substance producing a physical, mental, emotional, or behavioral change in the user.

Drug Paraphernalia – Equipment, a product or material used or intended for use in concealing an illegal drug or for use in injecting, ingesting, inhaling, or otherwise introducing an illegal drug or controlled substance into the human body ~~an illegal drug or controlled substance~~.

Fitness for Duty – To work in a manner suitable for the job. To determine “fitness”, a medical evaluation may include drug and/or alcohol testing.

Illegal Drug – An illegal drug is any drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture or storage of is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any reason other than a legitimate medical reason and inhalants used illegally. Included is marijuana or cannabis in all forms.

Law Enforcement Official – A person who is certified by the State of Texas as a peace officer or a person certified by the United States Government as a federal peace officer.

Reasonable Suspicion – Supported by evidence strong enough to establish a policy violation has occurred.

Testing – Is generally defined as urine, blood, or breath test to determine chemical or drug content. Any employee may be tested for drug or alcohol use when there is “reasonable cause/ reasonable suspicion” that:

1. Use of a substance is affecting performance; or,
2. The employee is engaged in any of the prohibited acts or activities listed in this policy.

Under the Influence – A state of having an alcohol concentration of 0.08 or greater, or a state of not having the normal use of one's mental or physical faculties by reason of introduction of alcohol or drugs into the body.

C. Violations

Any of the following actions constitutes a violation of this policy and shall subject an employee to disciplinary action up to and including immediate termination.

1. Using, selling, purchasing, transferring, possessing, manufacturing, storing an illegal drug or drug paraphernalia, or attempting or assisting another to do so, while in the course of employment or engaged in a Town sponsored activity, or in owned, leased, or rented Town vehicles, or when on Town business.
2. Working or reporting to work, conducting Town business or being on Town premises or in a Town owned, leased or rented vehicles with any detectable level of alcohol, illegal drug or in an impaired condition, or under the influence as defined herein.
3. Refusing to submit to testing for drugs or alcohol where reasonable cause or suspicion exists.

D. Searches for Drugs or for Security Purposes

Search procedures, conducted under reasonable suspicion, such as inspections of employee's personal property including briefcases, lunch boxes, vehicle, or tool boxes, will be maintained as part of the Town's security measures. All employees will be expected to cooperate as a condition of continued employment with searches of personal property. These searches may be conducted at any time.

E. Preventative Acts

Employees taking drugs prescribed by an attending physician must advise their immediate supervisor in writing of the possible effects of such medication regarding their job performance and mental/physical abilities. All medical information will be kept confidential and the employer, without exception, will punish any breach of confidentiality in this regard.

F. Work Related Drug Testing

Any employee involved in any work-related accident may be subject to urine, blood and breath testing for drug or alcohol use or abuse.

G. Coordination of Law Enforcement Agencies

The supervisor will report information concerning possession, distribution, or use of any illegal drugs to appropriate law enforcement officials as defined in this policy and will turn over any substances found during a search to law enforcement officials. The Town will cooperate fully in the prosecution and/or conviction of any violation of the law.

2.03 Equal Employment Opportunity

The Town of Argyle hereby adopts the following Equal Employment Opportunity statement:

- a. Equal opportunity in employment shall be provided to all persons.

- b. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary measures, or any other aspect of employment or personnel management because of religious opinions or affiliations, or because of race, color, age, gender, national origin, disability, or other unlawful basis is prohibited.
- c. Unlawful discrimination on the basis of age, race, gender, color, national origin, religion, or disability is prohibited in the enforcement of this Handbook.
- d. Derogatory language against or about any person's age, race, gender, color, national origin, religion, or disability is prohibited.
- e. Retaliation, intimidation, coercion, or harassment against any applicant for employment or employee who may file a grievance under this policy and/or who may file a grievance in accordance with existing statutory rights of appeal to appropriate governmental authorities is prohibited.
- f. Any employee who violates the prohibitions, or the letter, or spirit of this policy shall be subject to disciplinary action, up to and including termination.

2.04 Fair Credit Reporting Act (FCRA)

The FCRA requires employers utilizing consumer reports for employment purposes to notify applicants, in writing, a consumer report may be obtained and obtain the written authorization of the applicant or employee prior to requesting the report. The employer is also required to notify the applicants or employee of any adverse action taken based on the consumer report.

2.05 Fair Labor Standards Act (FLSA)

The Fair Labor Standards Act (FLSA) established minimum wage, overtime, record keeping, and child labor standards. FLSA provides the option for compensatory time in lieu of overtime compensation for non-exempt employees.

Details of the FLSA are outlined in Chapter 5 - Compensation, Section 5.01.04 of this Employee Handbook.

~~2.06 Family Medical Leave Act (FMLA)~~

~~Under the Family and Medical Leave Act (FMLA), eligible employees may take up to 12 weeks of unpaid family and medical leave in any 12-month period for the birth of a child or placement of an adopted or foster care child; to take care of a child, spouse, or parent who has a serious health condition; or for the employee's own serious illness. Upon return, almost all employees are entitled to be restored to their former positions or to equivalent positions.~~

~~All employees who have worked for the Town of Argyle for at least 12 months (need not be 12 consecutive months) and for at least 1,250 hours during the 12 months prior to the start of the~~

~~Family Medical Leave are eligible for 12 weeks up to a maximum of 26 weeks of Family Medical Leave during a 12-month period as defined by this policy depending upon the reason for the leave. The 1,250 hours required does not include time paid but not worked (sick leave, vacation or workers' compensation leave), nor does it include unpaid leave or periods of layoff. The determining factor in all cases is whether the time constitutes hours worked. Family Medical Leave is unpaid except in cases where paid leave balances are available (sick leave, vacation, personal holiday hours) or where the employee is on paid on-the-job injury leave.~~

~~Effective January 16, 2009, Family Medical Leave was extended to covered time off to care for family members departing for active military duty and for returning disabled veterans.~~

~~A. Definitions~~

~~**Spouse**— A husband or wife as defined or recognized under State law for purposes of marriage.~~

~~**Parent**— A biological parent or an individual who stands or stood “in loco parentis” to an employee when the employee was a child. This term does not include parents-in-law. Persons who are “in loco parentis” include those with the day-to-day responsibilities to care for and financially support a child or, in the case of an adult, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.~~

~~**Child**— A biological, adopted, foster child, stepchild, legal ward, or a child of a person standing “in loco parentis”, who is under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability.~~

~~**Serious Health Condition**— An illness, injury, impairment, physical or mental condition (whether incurred on the job or off the job) that involves:~~

- ~~a. any period of incapacity or treatment in connection with inpatient care (overnight stay) in a hospital, hospice or residential medical care facility; or~~
- ~~b. any period of incapacity requiring absence from work, school or other regular daily activities, of more than three consecutive work days/shifts, that also involves continuing treatment by a health care provider; or~~
- ~~c. any period of incapacity due to a chronic serious health condition even though treatment by a health care provider is not rendered during the absence and the absence does not last more than three consecutive work days/shifts (i.e. asthma attack, severe morning sickness or migraine headache); or~~
- ~~d. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three consecutive work days/shifts, or for prenatal care. (Short-term conditions requiring only brief treatment and recovery are not serious health conditions. Normally, these types of conditions are covered under regular employee sick leave. This would include surgery that requires neither hospitalization nor a prolonged recovery period. Voluntary or cosmetic treatments (i.e., treatment for orthodontia or acne) which are not medically necessary are not “serious health conditions” unless patient hospitalization is required.)~~

~~**Continuing Treatment by a Health Care Provider**— defined as:~~

- ~~a. the employee or family member is treated two or more times for the injury or illness by a health care provider; or~~
- ~~b. the employee or family member is treated for the injury or illness two or more times by a provider of health care services under orders of a health care provider or is treated by a health care provider on at least one occasion which results in a regimen of continuing treatment; or~~
- ~~c. the employee or family member is under continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic condition or disability which cannot be cured.~~

~~**Health Care Provider**—a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or any health care provider recognized by the employer or accepted by the employer’s group health plan; or any other person determined by the Secretary of Labor to be capable of providing health care services; podiatrists, dentists, clinical psychologists, clinical social workers, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the state and performing within the scope of their practice under state law; nurse practitioners and nurse midwives authorized to practice under state law and performing within the scope of their practice as defined under state law; Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or a health care provider listed above who practices in a country other than the United States and is authorized to practice in accordance with the law of that country.~~

~~**Needed to Care for**—medical certification provision which encompasses both physical and psychological care.~~

~~**Unable to Perform the Functions of the Position**—health care provider finds that the employee is unable to work at all or is unable to perform the essential functions of the employee’s position within the meaning of the American with Disabilities Act and Amendment Act (ADA/ADAAA). A serious health condition exists when an employee is unable to perform more than one essential function of the job. It does not exist when there is only one essential function of the job an employee cannot perform.~~

~~**Family Medical Leave**—family and medical leave as defined in this policy which is unpaid except when other paid leave balances are available as outlined in this policy or when qualifying leave is necessary due to on-the-job injury leave.~~

~~**Intermittent Leave**—leave taken in separate blocks of time (one hour or more) due to a single illness, injury, or disability.~~

~~**Reduced Leave Schedule**—leave schedule that reduces an employee’s usual number of working hours per work week or per work day.~~

~~**Key Employee**—A “key” employee is a salaried “eligible” employee who is among the highest paid ten percent of employees.~~

~~**Active Duty**—The term “active duty” means duty under a call or order to active duty under a provision of law referred to in section 101 (a) (13) (B) of title 10, United States Code.~~

~~**Contingency Operation**—The term “contingency operation” has the same meaning given such~~

~~term in section 101 (a) (13) (B) of title 10, United States Code.~~

~~**Covered Service Member**—The term “covered service member” means a member of the Armed Forces, including a member of the national Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.~~

~~**Outpatient Status**—The term “outpatient status”, with respect to a covered service member, means the status of a member of the Armed Forces assigned to—~~

- ~~A) a military medical treatment facility as an outpatient; or~~
- ~~A) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.~~

~~**Next of Kin**—The term “next of kin” used with respect to an individual, means the nearest blood relative of that individual.~~

~~**Serious Injury or Illness**—The term “serious injury or illness”, in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.~~

~~B. Procedures~~

~~**Reasons for Leave**—Eligible employees may request Family Medical Leave for any of the following reasons:~~

- ~~1. Birth of a son or daughter of the employee, and in order to care for the newborn child;~~
- ~~2. For placement with the employee of a son or daughter for adoption or foster care;~~
- ~~3. To care for the employee’s spouse, son, daughter, or parent with a serious health condition; and~~
- ~~4. Because of a serious health condition that makes the employee unable to perform more than one essential function of the employee’s job.~~
- ~~5. Because of any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.~~
- ~~6. To prepare for departure of service member in immediate family.~~
- ~~7. To care for service member injured or with an illness acquired while in the line of duty on active duty and renders the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating.~~

~~**Duration of Leave**—Eligible employees may request leave for up to 12 work weeks during the 12-month period for the reasons stated above (1–6). A work week shall begin at 12:01 AM Sunday and end at midnight the following Saturday. The 12-month period is measured forward from the date the individual begins Family Medical Leave. This date will likely change from year to year at the beginning of each new request for Family Medical Leave. Multiple reasons for Family Medical Leave within the same 12-month period are not eligible for additional 12-week entitlements.~~

~~The actual leave entitlement depends on the employee's regular work schedule. Full time employees scheduled to work 40 hours per week will be eligible for 480 hours of Family Medical Leave every year; regular part time employees who regularly work 3 day weeks (24 hours) are entitled to 288 hours of Family Medical Leave every year. For regular part time employees who work variable hours or whose work schedule varies from week to week, the average weekly hours worked during the 12 weeks prior to the start of the Family Medical Leave will be used to calculate the employee's normal work schedule and Family Medical Leave entitlement.~~

~~If both spouses are employed by the Town of Argyle, the combined leave for both of them to care for the employee's parent with a serious health condition, to care for a child at birth or for the placement of a child with the employee for adoption or foster care, or to prepare for immediate family service member's departure for military leave, is limited to 12 weeks during the 12 month period. An employee is entitled to the difference between the weeks he or she has taken, as captioned above, and 12 weeks to care for a child or spouse with a serious health condition or due to his or her own serious health condition.~~

Duration of Leave for Families of Military Service Members

~~An eligible employee who is the spouse, son, daughter, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for the service member. The leave shall only be available during a single 12 month period.~~

~~Combined leave total, during the single 12 month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. Nothing shall limit the availability of leave during any other 12 month period.~~

~~In the event a service member has two or more family members who work for the same employer, the aggregate number of workweeks of leave to which family members may be entitled is an aggregate total of 26 weeks in a 12 month period for an injured or ill service member, and no more than 12 weeks total between the family members for a service member of the family leaving for active duty.~~

Restoration of employment for Key Employees

~~"Key employees" are not excluded from coverage under FMLA leave, although the Town is allowed to deny them restoration to their job in certain situations. These employees may be denied restoration under the following conditions:~~

- ~~_____ a. if the denial of restoration is necessary to prevent substantial and grievous economic injury to the operations of the Town ;~~
- ~~_____ b. if the Town notifies the employee of its intent to deny restoration as soon as the Town determines that substantial and grievous economic injury would occur; and~~
- ~~_____ c. in any case where after leave has already commenced, the employee elects not to return to employment after receiving such notice.~~

~~If the Town determines that grievous economic injury will occur, the "key employee" will be offered an opportunity to elect to return to work from Family Medical Leave after receiving notice from the Town of its intent to deny job restoration. A final determination as to whether reinstatement will be denied at the end of the leave period will be made if the employee then requests restoration.~~

Intermittent or Reduced Leave Schedule

~~Family Medical Leave may be taken intermittently or on a reduced leave schedule under the following circumstances:~~

- ~~1. Family Medical Leave may be taken intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. If the need for intermittent leave is foreseeable based on planned medical treatment, the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the employers operations, subject to the approval of the health care provider.~~
- ~~2. Exempt employees who work intermittent or reduced schedules under this policy, and use unpaid leave hours to cover the balance of their Family Medical Leave period, will not be paid for hours not worked. Under these circumstances, the exempt employee's regular salary will be reduced when partial days are taken off or for working on an intermittent schedule without affecting their exempt status.~~
- ~~3. Prior to the birth of a child or the placement of a child with the employee for adoption or foster care, an employee may work either an intermittent or reduced work schedule. After the birth or placement, the employee may continue on an intermittent or reduced work schedule as long as all Family Medical Leave due to this event is taken prior to returning to the regular work schedule. The leave cannot be spread throughout the 12-month period following the birth or placement.~~
- ~~4. The Town may also transfer the employee temporarily to an alternative job with equivalent pay and benefits that better accommodate recurring periods of leave than the employee's regular job.~~

~~**Use of Accrued Paid Leave Hours** For the birth of a child, placement of a child for adoption or foster care, for the serious health condition of the employee's child, parent or spouse or for the serious health condition of the employee, or for preparing for service members departure, or for service member who has returned and requires care for medical reasons, the employee shall use all accrued sick leave, vacation leave and personal holiday hours (in any order) prior to being on unpaid status for any part of the 12-week period. The employee shall furnish verifying certification from the attending physician. If the physician's certification is not furnished within 15 calendar days of the Town's request, the leave may not be considered Family Medical Leave and protection of the statute will not be available. Any fee charged for the certification will be paid by the employee.~~

~~The use of the aforementioned types of paid leave (vacation, personal holiday and sick leave) will run concurrently with Family Medical Leave.~~

~~Whether the employee uses Family Medical Leave for their own serious health condition or the serious health condition of another covered individual, or for the birth of a child or placement of a child for adoption or foster care, or for the departure of a family service member, non-exempt employees may substitute their accrued compensatory time for unpaid Family Medical Leave, at the employee's option. The absence which is paid from the employee's accrued compensatory time "account" may not be counted against the employee's Family Medical Leave entitlement.~~

~~If an employee is entitled to workers' compensation benefits due to a work related injury or illness and the employee qualifies for Family Medical Leave, Family Medical Leave will run concurrently~~

~~with on the job injury leave. If the workers' compensation claim is denied, a qualifying employee could still utilize Family Medical Leave as outlined in the previous paragraphs.~~

~~When an employee is receiving workers' compensation or other Town paid disability benefits, the employee may not elect to exhaust any form of accrued paid leave during any portion of the absence covered by workers' compensation payments. Under workers' compensation, an employee can be offered "light duty", and if such light duty is refused, it may result in the loss of "salary continuation" benefits. If the leave also qualifies for Family Medical Leave and light duty is offered by the Town, the employee cannot be compelled to take the light duty during the twelve week Family Medical Leave if taken prior to returning to the regular work schedule. The leave cannot be spread throughout the 12-month period following the birth or placement of a child.~~

~~The Town may also transfer the employee temporarily to an alternative job with equivalent pay and benefits that better accommodate recurring periods of leave than the employee's regular job.~~

~~The denial of a Family Medical Leave request will also require consultation between the department head and the Town Manager.~~

~~The employee may be required to keep in contact on a regular basis regarding the employee's intention to return to work and return to work date. The employee must be notified of such requirement in writing when the employee provides notice of the need for Family Medical Leave. When planning intermittent medical treatment, the employee should consult with his/her supervisor and make a reasonable effort to schedule Family Medical Leave so as not to unduly disrupt Town operations, subject to the approval of the health care provider. The supervisor and employee shall agree on the intermittent or reduced work schedule and shall reduce their agreement to a written record and forward to the Town Secretary for Family Medical Leave required recordkeeping purposes.~~

~~In the case of a request for intermittent or reduced leave schedule which is medically necessary, an employee shall advise his supervisor of the reasons for the request and the schedule for treatment. The Certification of Physician or Practitioner form (available from the Town Secretary) shall be completed and returned to the Town Secretary to be filed with other confidential medical records. If the Certification of Physician or Practitioner form is not completed and returned within 15 calendar days of the Town's request, the Family Medical Leave designation may be rescinded and protection of the statute will not be available.~~

~~Employees requesting leave due to serious health conditions of the employee or family members shall have the Certification of Physician or Practitioner (available from the Town Secretary) completed and returned to the Town Secretary to be filed with other confidential medical records. If the Certification of Physician or Practitioner form is not completed and returned within 15 calendar days of the Town's request, the Family Medical Leave designation may be rescinded and protection of the statute will not be available.~~

~~**Return to Work**—When an employee returns from Family Medical Leave, the employee must be returned to either the same or equivalent position and pay, benefits, and other terms and conditions of employment.~~

~~The employee must notify his supervisor and the Town Secretary as soon as the employee has knowledge of his/her anticipated return to work date.~~

~~Employees seeking to return to work after Family Medical Leave must complete a Notice of Intention to Return from Family and Medical Leave form, which is available from the Town Secretary, and file it with the Town Secretary before returning to work.~~

~~Employees returning to work from Family Medical Leave because of their own serious illness or injury must have a physical required by the nature of the employee's job and a drug screen, regardless of the job held by the employee, in compliance with the Town's policy regarding "Employment Related Physicals".~~

~~The employee's attending physician will be provided a copy of the employee's job description, which outlines the essential functions of the job. The physician may complete the bottom portion of the Notice of Intention to Return from Family and Medical Leave form or provide his own statement indicating the employee is able to return to work. If there is a charge for the completion of this form, it shall be paid by the employee.~~

~~Reinstatement will be denied until such certification is provided and results of the drug screen and physical, if applicable, have been received by the Town Secretary. If the employee does not return the Notice of Intention to Return from Family and Medical Leave form from the attending physician, within 15 days of notice by the physician that the employee is eligible to return to work, then the employee shall be terminated for job abandonment.~~

~~**Requests for Extension of Leave** — If the physician does not release the employee to work after the completion of his/her 12 or 26 weeks of leave for his/her personal medical issues, the employee may submit a request for an extension of his/her leave of absence through the ADA Coordinator.~~

~~The ADA Coordinator will provide the employee with an ADA/ADAAA Reasonable Accommodation Packet and the employee shall follow the same guidelines for return to work as outlined in the ADA/ADAAA policy. The unpaid leave of absence will be approved for 30 days, and the employee shall reapply for a leave extension every 30 days until such time as the employee returns to work, or the employee is no longer approved to return to work under the ADA guidelines. Should the employee fail to complete the documents in the ADA/ADAAA Reasonable Accommodation Packet within the timelines outlined, the employee shall be informed to return to work or shall be terminated for job abandonment.~~

~~**Benefits During Leave** — While using accrued leave balances to cover the Family Medical Leave request or while receiving on the job injury salary continuance, employees will continue to receive all benefits as outlined in the Employee Handbook. Holidays that fall during paid Family Medical Leave are charged to holiday pay and counted as Family Medical Leave. Holiday pay shall take precedence over paid leave accruals the employee is using during Family Medical Leave.~~

~~If the employee does not have the necessary paid leave balances for Family Medical Leave and the leave is not due to an on-the-job injury, the employee will be placed in an unpaid leave status. At any time that an employee enters into an unpaid leave status, the accrual of vacation and sick leave that month ceases, as long as the unpaid leave status is for more than half of the calendar days of that month. An employee on an unpaid leave status on the scheduled work day immediately preceding and following a holiday shall not accrue or be compensated for that holiday.~~

~~The Town will continue to pay the same share of the employee's health care benefits as if the employee was actively at work while that individual is out on family and medical leave. The employee will continue to be responsible for payment of his/her portion of health, dental, vision and life insurance premiums and Flex Med contributions, if any. During an unpaid leave of absence, service credits for all employment benefits and privileges will discontinue, except for payment of the Town's portion, if any, of employee health, dental, vision and life benefits.~~

~~Whether an employee is on paid or unpaid Family Medical Leave, the employee's wage or salary will increase at the beginning of the fiscal year, based on Council approval. Longevity pay will continue to accrue while the employee is on Family Medical Leave. If an employee is on Family Medical Leave when longevity checks are issued by the Town, the employee will receive the check whether the employee is on paid or unpaid leave. If an employee is on Family Medical Leave on January 1, Personal Holiday hours will automatically accrue. The Town will continue to pay contributions to TMRS based on any salary the employee is paid while on Family Medical Leave.~~

~~**Medical Certification**—The employee shall be required to provide medical certification for the employee's or family members "serious health condition". A Certification of Physician or Practitioner form shall be used for this purpose and is available from the Town Secretary.~~

~~The original medical certification form must be returned by the employee within 15 calendar days of the Town's request or the Family Medical Leave designation may be rescinded and protection of the statute will not be available. This certification must contain the date on which the health condition began, the probable duration, appropriate facts regarding the condition, and a statement that the employee is needed to care for the spouse, parent, child, or service member, along with an estimate of the time required, or an estimate of the time that the employee is unable to perform his/her duties.~~

~~If the request is for intermittent leave or a reduced work schedule, the dates and duration of treatments must also be included in the certification.~~

~~The employee may be asked to provide a second medical opinion. If a second opinion is requested, the Town will select the health care provider and will cover the costs. In addition, the second opinion must be provided by a health care provider not employed on a regular basis by the Town of Argyle.~~

~~If the initial and second opinions conflict, a third opinion may be requested. This opinion is final and binding and at the Town's expense. The third opinion must be provided by a health care provider approved jointly by the Town and the employee.~~

~~The Town may require subsequent recertification on a reasonable basis. Recertification shall be paid for by the Town of Argyle.~~

~~If the employee is incapacitated so that he/she cannot provide the application, certification, or recertification, an employee spokesperson (family member or physician) may provide the information to the Town.~~

~~**Expiration of 12-week Period**—Except those employees using on the job injury leave, all regular full-time employees who have exhausted their 12-week Family Medical Leave entitlement and all paid leave accruals and are unable to return to work due to their serious health condition supported~~

~~by a physician's certification, may request a Personal Leave. Insurance coverage and benefit accrual will be suspended during a Personal Leave, but employees will be eligible for continued medical coverage under COBRA federal regulations.~~

~~Regular full-time employees, on Family Medical Leave due to their own serious health condition, who have exhausted their 12-week Family Medical Leave entitlement, but have not exhausted all their paid leave accruals, may continue to use those accruals until the employee becomes eligible to apply for long-term disability or requests an extension of leave as outlined under the "Request for Leave Extension" in this policy. The employee may be required to keep in contact on a regular bi-weekly basis regarding his/her intention to return to work and return to work date.~~

~~Medical recertification may also be required on a reasonable basis. While using accrued leave balances, employees will continue to receive all benefits as outlined in the Employee Handbook. The Town will continue to pay the same share of the employee's health care benefits as if the employee was actively at work, and the employee will continue to be responsible for payment of his/her portion of health, dental, vision and life insurance premiums and Flex-Med contributions, if any. If the employee exhausts all paid accruals after the 12-week entitlement and still requires additional time off, unpaid Personal Leave may be requested. Insurance coverage and benefit accruals (including sick leave, vacation, longevity pay and holiday pay) will be suspended during a Personal Leave, but employees will be eligible for continued medical coverage under COBRA federal regulations.~~

~~If an employee uses all accrued sick and vacation benefits and has been absent for six months with or without pay, and is still unable to return to work, the employee may apply for long-term disability and request an extension of leave as outlined in this policy under "Request for Extension of Leave".~~

~~**Repayment of Insurance Premiums**—If an employee does not return from Family Medical Leave for personal rather than medical reasons, the Town will require reimbursement of all premiums paid by the Town for employee or employee and dependent insurance coverage. However, if an employee is unable to return to work due to the continuation, recurrence, or onset of a serious health condition, or a situation beyond the employee's control, reimbursement will not be required. At the end of an employee's 12-weeks of Family Medical Leave if an employee notifies his/her supervisor and the Town Secretary that he/she will not be returning to work, this will constitute a qualifying event for COBRA (continuation of insurance). On this date, all benefits will end, and the employee will be sent COBRA Notification Forms to determine if he/she wishes to continue medical insurance coverage by paying monthly premiums.~~

~~**Non-Retaliation Policy**—This Act prohibits retaliation against employees for exercising their rights to take Family Medical Leave. It is unlawful to discharge or in any other manner discriminate against any individual for exercising their rights to take Family Medical Leave. For instance, time spent on Family Medical Leave cannot be counted against employees as abuse of sick leave and/or attendance policies.~~

~~The Town of Argyle reserves the right to change, modify, amend, revoke, or rescind all or part of this policy in the future.~~

2.0706 Genetic Information Nondiscrimination Act (GINA)

The Genetic Information Nondiscrimination Act (known as GINA) effective November 21, 2009, prohibits employers from discriminating in employment practices and health care coverage based on genetic testing information against job applicants, current and former employees, labor union members, and apprentices and trainees based on their genetic information.

In particular, GINA imposes the following restrictions: prohibits the use of genetic information in making employment decisions; restricts the acquisition of genetic information by employers and others; imposes strict confidentiality requirements; and prohibits retaliation against individuals who oppose actions made unlawful by GINA or who participate in proceedings to vindicate rights under the law or aid others in doing so.

Employees who feel they have been discriminated against based on this act have the right to contact the Equal Employment Opportunity Commission.

2.0807 Harassment

Harassment of an applicant, client, contractor, business associate, customer or employee by a supervisor, manager, director, or co-worker on the basis of race, religion, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, gender, or age is explicitly in violation of State and/or Federal law and will not be tolerated by the Town. All employees are expressly prohibited from displaying any conduct that has the purpose or effect of interfering with the performance of others, or intimidating the work environment for any person. The Town will not tolerate any form of harassment, nor will it tolerate reprisals against any employee who makes a harassment complaint.

A. Responsibilities

Employees who perceive harassment, personally or directed toward a co-worker, should report it immediately, or no later than five days of the incident. If an employee feels he/she is being harassed, report the incident immediately to the Town ~~Manager~~Administrator. The Town ~~Manager~~Administrator shall follow the harassment complaint procedures, see "Complaint Procedures". The Town shall make every possible effort to ensure a person who complains of harassment does not later become a victim of retaliation.

Harassment is considered misconduct that could lead to demotion, suspension, or termination. The Town recognizes false accusations of any kind of harassment can have serious effects on an innocent employee, his/her reputation, and his/her family. Therefore, false accusations shall result in disciplinary action up to and including termination.

B. Prohibited Retaliation

No employee will retaliate against another employee who files a complaint of harassment or cooperates with a harassment investigation. Any employee retaliating against another employee shall be subject to disciplinary action up to and including termination.

C. Definitions

For purposes of clarification, harassment includes but is not limited to the following behaviors:

Verbal Harassment

Epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, gender, or age, whether made in general, directed to an individual, or to a group of people regardless of whether the behavior was intended to harass. This includes, but is not limited to inappropriate sexually oriented comments on appearance, including dress or physical features, sexual rumors, code words, and race oriented stories.

Physical Harassment

Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, gender, or age. This includes pinching, patting, grabbing, inappropriate behavior in or near bathrooms, sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.

Visual Forms of Harassment

Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes, bulletins, drawings or pictures on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, gender, or age. This applies to both written and digital material.

Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals, or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D. Workplace Relationships

Anyone is allowed to associate with anyone they desire. It is not the Town's intent to interfere with any dating relationships. It is inappropriate for any relationship to interfere with work operations in any manner. Personnel who desire to become involved with someone in the workplace must be aware of the following guidelines:

1. There shall be no dating activities on Town time or on Town property.
2. There shall be no use of Town property to arrange dating activities.
3. All behavior between employees shall be behavior conducive to a sound professional work environment at all times when on Town property or on Town time. Hand

holding, kissing, hugging, sexual comments, and other behavior generally associated with a dating relationship are inappropriate while on Town time or Town property.

4. Any relationship involving personnel at different levels on the chain of command (or where one party has functional supervision over another) shall be reported by the person of higher rank to his/her supervisor immediately. Failure to report this relationship is a violation of this policy. The ~~manager-supervisor or department head~~ receiving this information shall immediately advise the Town ~~Manager-Administrator~~ of the relationship. The Town ~~Manager-Administrator~~ shall make recommendations to ensure this relationship does not detract from a sound professional work environment. Such recommendation may include the transfer of one of the individuals to another area, reference nepotism policy.

E. Complaint Procedures

If any person feels he/she is a victim of any form of harassment, the person should inform the person(s) participating in this behavior that he/she finds it offensive. If the inappropriate behaviors do not stop, the offended employee can initiate a complaint using the following procedure.

1. Any employee, who believes he/she has been subject to harassment of any kind, may file a complaint with the Town Secretary within five days of the incident. If the employee complains to his/her supervisory personnel, the supervisor shall immediately contact and inform the Town Secretary of the nature of the complaint.
2. The Town Secretary will inform the individual alleging harassment, in order to pursue the complaint, he/she must submit the complaint in writing, which should include, who, what, when, where and how the harassment took place and note any witnesses to the harassment. The complainant must sign and date the form; refusal to sign the complaint will void the complaint unless circumstances clearly indicate action must be taken. The Town Secretary will make the Town ~~Manager-Administrator~~ aware a complaint has been filed in order for the Town ~~Manager-Administrator~~ to select a committee to investigate the complaint.
3. The Town ~~Manager-Administrator~~ may assign a committee of two department heads, excluding the one who supervises the alleged harasser or complainant, who shall conduct a thorough investigation in a timely manner. Interviews will be held with other employees if they were witnesses to or had knowledge of the alleged behavior or incident.
4. The alleged harasser and the department head will be promptly summoned to the Town ~~Manager's-Administrator's~~ office and will be given a copy of the complaint, and be informed of the seriousness of the allegation(s) by the Town Secretary. The alleged harasser will then have five business days to respond to the allegation in writing. If the situation warrants, the alleged harasser may be placed on administrative leave, with or without pay, pending a complete investigation per the Town's Administrative Leave policy.
5. The assigned committee will conduct the investigation, review all documentation submitted for review, and determine what action, if any, shall be taken. The committee will provide the Town Secretary with the final report.

F. Disciplinary Action

The disciplinary action taken with respect to each violation of this policy will be determined in conjunction with the seriousness of the particular offense.

1. In the event a thorough investigation of an alleged incident of harassment reveals an employee **has not** engaged in any actions or conduct constituting harassment, the assigned investigating committee members and the department head will inform the complaining employee and the alleged harasser that no grounds or basis exist to substantiate the harassment charges.
2. In the event a thorough investigation of an alleged incident of harassment reveals an employee **has** engaged in actions or conduct constituting harassment, disciplinary action shall be taken up to and including termination. The investigating committee members shall determine the disciplinary action to be taken and meet with the complainant to inform him/her of the action to be taken. The committee members will also meet with the department head and the harasser to discuss the findings of the investigation and proceed with the disciplinary action determined to be in the best interest of the Town.
3. The employee being disciplined for charges of harassment has the right to appeal the decision to the Town ~~Manager~~ Administrator in accordance with the Town appeals process.

G. General Provisions

1. There shall be no action taken against an employee for making a report of harassment unless the report is proven to be made in malice.
2. The investigative committee assigned to the harassment complaint shall document all matters related to the alleged harassment, including interviews, contents of statements made in meetings, and all other actions attendant to the allegation. Such documentation shall be maintained for all charges, substantiated or unsubstantiated, for an indefinite period of time. All documents will be submitted to the Town Secretary to be maintained in the Town files.

~~2.0908~~ **Health Insurance Portability and Accountability Act 1996**

HIPAA requires the Town to ensure all medical information regarding an employee is maintained in a confidential manner; and protects health insurance coverage for employees and their families when they change or lose their jobs. In compliance with this Act, the Town maintains all medical information separate from all personnel files; and provides employees with notices regarding their rights to continued coverage and ensures the Town health insurance providers comply with this Act. (Contact the Town Secretary for more information on this Act.)

~~2.1009~~ **Immigration Reform and Control Act**

The Immigration Reform and Control Act of 1986 makes it unlawful to “knowingly” hire, recruit, refer for a fee, or continue to employ any alien not authorized to work in the United States. The Act also prohibits an employer’s use of contract, day labor, or subcontracting arrangements designed to circumvent the law and hence, the technical act of “knowingly” obtaining the services of an unauthorized alien. Criminal and civil sanctions may be imposed on the employer for non-

compliance of the Act. Any employees violating this section may be subject to disciplinary action up to and including termination.

2.4110 Non-contagious Life-Threatening Illnesses

The Town recognizes many employees with non-contagious life-threatening illnesses desire to lead normal lives, which include working for as long as their health permits. Employees are encouraged to continue working as long as they are able to perform the essential functions of their jobs safely and satisfactorily.

Employees with life-threatening illnesses are entitled to the same employment benefits, as are other workers in the organization who have medical problems.

Refusal to work with an employee or to provide services to anyone who has been diagnosed as having a non-contagious life-threatening illness shall be cause for disciplinary action. Employees will not be granted transfer requests inconsistent with other transfer policy requirements simply because of the presence of persons with a non-contagious life-threatening illness.

At all times, and in the interest of public and employee safety, the Town retains the right to require a “fitness for duty” determination by a qualified health care provider.

2.4211 Preventive Immunizations

To the extent required by law, any employee of the Town who is exposed or subject to exposure, during the course of performing official duties, to certain contagious diseases shall have all expenses paid for by the Town or the Town’s insurance plan for the immunizations, prevention of, or for reasonable medical expenses in treatment of the disease if:

1. The disease is not an “ordinary disease of life” as that term is used by the Texas Workers’ Compensation Commission; and
2. The exposure or possible exposure to the disease occurs or may occur during the performance of assigned job tasks.

Any public works employee working in wastewater collections, police officer, or other employee who responds to emergency medical calls is also entitled to vaccination or preventive immunizations for the members of his/her immediate family within the same household.

For the purposes of this policy, “immediate family” shall include any person who is residing in the household of the employee at the time of the employee’s exposure to the diseases during the course of his/her official duties.

The Town shall pay for the expense of all preventive immunizations or vaccinations for employees and reimburse the employee any remuneration in excess of the amounts reimbursed by his/her medical insurance for the immunizations or prevention of the disease for immediate family members.

2.1312 Uniformed Services Employment and Reemployment Rights Act (USERRA)

The Town supports and will fully comply with the USERRA federal law enacted in 1994, which protects employees in Uniformed Services and to individuals who have applied for membership, have performed service, have applied for service, or are obligated to serve in the uniformed services. An employee's rights under USERRA are not diminished because the employee holds a temporary, part-time, probationary, or seasonal position, or because the employee is an executive, a manager, or a professional employee.

Service includes full-time active duty for employees who volunteered or were drafted into active duty, as well as, for employees participating in active duty for training, inactive duty training, or full-time National Guard duty. It also covers a period of time when an employee is absent from work for an initial or recurring military fitness examination or to perform authorized funeral honors duty.

Following are guidelines to follow in compliance with the law and regulations:

A. Notice of Service

1. An employee or an appropriate military official must provide advance notice (as far in advance as is reasonable) to the employer that the employee intends to leave employment to perform service;
2. The notice can be either verbal or in written form. A copy of the service orders is preferred;
3. The employee is excused from providing notice if military necessity prevents such action;
4. Prior to departure an employee does not need to provide notice to the employer of intent to return to work after completing uniformed service. An employee's re-employment rights are protected; even if the employee tells the employer before entering or completing uniformed service that he/she does not intend to seek re-employment after completing service.

B. Criteria for Employees Eligibility for Reemployment

1. The employer has received advance notice of service;
2. The employee's service is for a cumulative period of five years or less;
3. The employee timely returns to work or applies for reemployment;
4. The employee's separation or dismissal from service does not disqualify the employee.

C. Application for Reemployment

Service members have a set period of time in which to report back to work to preserve their USERRA reemployment rights.

1. Service members who were in service for more than 180 days must submit an application for reemployment (written or verbal) within 90 days after completing service.
2. If the employee was gone for more than 30 days (but less than 181 days), the employee is required to submit an application for reemployment within 14 days after completing service, unless it is impossible or unreasonable for the employee to do so, in which case

- the employee must submit the application not later than the next full calendar day after it becomes possible to do so.
3. Service members gone less than 30 days must submit an application not later than the first full, regularly scheduled work period after a period of eight hours for safe transportation.
 4. These reporting timelines are extended for service members who are hospitalized for, or convalescing from, an illness or injury incurred or aggravated during military service. Those individuals have an additional two years from the date of completion of service to apply for reemployment. This time can be extended to accommodate circumstances beyond the employee's control that make reporting impossible or unreasonable.
 5. Required Documentation. To qualify to return to work, an employee returning from leave must provide documentation of the length and character of his/her military service. Also, evidence of discharge or release under honorable conditions must be submitted to the Town if the military leave lasted more than 31 calendar days.

D. Employee Reemployment Rights

1. Upon return from service, the Town shall promptly reinstate the employee. Prompt reemployment means as soon as practicable and, absent any unusual circumstances, must occur within two weeks of the employee's application for reemployment.
2. The employee is entitled to reemployment in the position the employee would have attained with reasonable certainty if not for the uniformed service, including seniority, status, and rate of pay the employee would have ordinarily attained in that position (known as an "escalator position").
3. The employee must be qualified for the reemployment position, and the employer is required to make reasonable efforts to help the employee become qualified to perform the duties of the position.
4. The employee must reapply by submitting an application for reemployment, for a specific job opening, and will be required to complete the entire hiring process before a final job offer is made. The process is determined by each position and the requirements of the essential job functions. The process may include a written test, physical assessment, credit and reference check. A psychological evaluation and medical examination with a drug and alcohol test may be required after a conditional offer of employment is made by the Town.
5. Disabled employees have special rights with respect to the position in which they are reemployed after returning from uniformed service. Individuals who have a disability that was incurred in, or aggravated during, the period of service are entitled to the "escalator position".
6. If the employee is unable to perform the duties of the position after reasonable accommodation efforts by the Town, the employee must be reemployed in a position the employee is able to perform and is equivalent in seniority, status, and pay to the "escalator position".

E. Protections from Discharge

1. An employee whose period of service in the uniformed service was for more than 30 days (but less than 181 days) may not be discharged, except for cause, for 180 days after the employee's date of reemployment.
2. If an employee's period of service was for more than 180 days, the Town may not discharge an employee, except for cause, for one year after the employee's date of reemployment.
3. Discharge "for cause" includes discharge based on an employee's conduct or for other legitimate nondiscriminatory reasons, such as the elimination of an employee's position or laying off an employee.

F. Pay for Employee in Uniformed Services

1. There is no requirement under USERRA for a Town to pay an employee who is serving in the uniformed services.
2. Under state law, an employee who is a member of the state military forces or the armed forces is entitled to a paid leave of absence of up to fifteen working days for authorized training or duty.
3. Military leave in excess of 15 days will be charged to vacation leave or leave without pay; the decision is up to the employee.

G. Employee Benefits

1. **Medical and Dental.** While an employee is on paid military leave (or any military leave of less than 31 days), the Town will continue to pay its portion of the monthly premium for group health benefits. When military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until his/her reemployment rights expire, whichever event occurs first, for him/herself and eligible dependents. Employees must pay 102% of the applicable premium to cover the cost of elective continuation coverage under the Town's group health plan.

Upon an employee's return to employment following military service, the Town will provide health insurance coverage immediately, even if a waiting period is normally required for new or returning employees. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions incurred as a result of military service.

2. **Other Benefits.** While on *paid* military leave, employees continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. The Town will also continue to pay the premium for any Town-provided life insurance while the employee is on *paid* military leave. While on unpaid military leave, employees are generally ineligible for most Town-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, he/she will be treated as though he/she was continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay

3. **Pay Raises.** Service members shall be eligible for any pay raises he/she would have received had the individual never left service of the Town upon reemployment.
4. **Promotions.** A service member who was on active duty while a promotion took place, of which he/she would have been qualified to apply, will be provided the opportunity to test for the position within two weeks of return. Should the service member pass the tests qualifying him/her for the position, the service member will be assigned to such position.
5. **TMRS.** Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the Town within 90 days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of 5 years or 3 times the length of the military service to make up any TMRS contributions missed while on military leave.

2.1413 Violence in the Workplace

The Town has "zero tolerance" for violence in the workplace and will not tolerate threats of violence, intimidation, or violence among employees, no exceptions. In accordance with this policy the Town will conduct:

- **Employee Screening** All employees will be subject to a background check including employment history verification and criminal history verification.
- **Employee Training** All new and current employees will be trained in reference to: cause, effect, risk factors, and true signs of workplace violence.
- **Intervention** The Town requires employees who are victims of threats or any other intimidation or violent behavior to report the conduct.
- **Investigation** All reports will be investigated for violation of Town policy.
- **Discipline** When the investigation has been completed and it is determined a violation of the policy has occurred; disciplinary action will be taken against the violator(s). Depending on the totality/severity of the violation, the disciplinary action will include verbal warnings, written reprimands, suspension without pay, and/or termination. Any steps may be surpassed directly to immediate termination depending upon the totality/severity of the violation.
- **Violations** It is not possible to list all forms of behavior considered acts of violence in the workplace. The following are examples, but are not limited to the types of acts that will result in disciplinary action up to and including termination.
 - a. Possession of a firearm (licensed or not) or weapons of any kind on Town property is strictly prohibited. Employees with a concealed handgun license are allowed to have their weapon with them when they come to work, but must leave the handgun preferably in a locked box, out of the view of the public, in their locked vehicle.

- b. Threatening another employee, physically or verbally.
- c. Inflicting physical harm.
- d. Abusive language towards an employee or any other individual.

The Town is dedicated and legally obligated to provide a safe environment for all employees. All employees must follow this workplace violence policy in order to maintain a safe work environment. There will be no exceptions to this policy for violators.

2.1514 Whistleblower Act

The "Act" states, ~~that~~ a "state or local governmental entity may not suspend or terminate the employment of, or take other adverse personnel action against, a public employee who in good faith reports a violation of the law by the employing governmental entity or another public employee to an appropriate law enforcement authority." Texas Government Code Ann. §554.002, as amended.

Appeal Procedures Section 554.006 of the Texas Government Code states "A public employee must initiate action under the grievance or appeal procedures of the employing state or local government entity relating to suspension or termination of employment or adverse action before suing under this chapter.

2.1615 Worker's Compensation

All employees in the Town, both full-time and part-time, regular and temporary, are covered by Workers' Compensation. If an employee is injured on-the-job, he/she may be eligible for benefits under Workers' Compensation that may cover the entire cost of hospitalization, doctors, drugs, treatments, pharmaceuticals, and other related expenses. Workers' Compensation benefits may also include partial salary compensation during the recovery period. Workers' Compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring on the job. It is not designed to cover "ordinary diseases of life."

~~If an employee is unable to perform the essential functions of his/her job due to an on-the-job injury and is off work for more than three days, the employee will be placed on Family Medical Leave. (See Family Medical Leave) If an employee is unable to return to work, after his/her 12 or 26 weeks of Family Medical Leave,~~ the employee may apply for a leave extension by completing an ADA/ADAAA Reasonable Accommodation Request form from the ADA Coordinator. The employee will be required to complete the Reasonable Accommodation Packet, including medical documentation from his/her attending physician, every 30 days. The ADA Committee will review the application and medical documentation to determine the employee's eligibility for the leave extension.

When an employee is unable to perform the essential functions of his/her job, with or without reasonable accommodations for more than 180 days due to an on-the-job injury, the employee may be eligible for long-term disability. The employee may submit a request for an extension of his/her leave of absence through the ADA Coordinator. (See 10.07 Requests for Extension of Leave policy).

A. Notice of Injury

If an employee requires transport to a hospital or other medical facility for an on-the-job injury, the supervisor must call the Town Secretary prior to transporting the employee.

An employee injured on-the-job shall notify his/her supervisor immediately after being injured and complete a written accident report within 24-hours of the injury. The report must be submitted to the department head who shall forward the form to the Town Secretary. The department head is responsible for ensuring employee compliance of reporting accidents within the 24-hour time frame. If the employee has sustained such injuries that would prohibit him/her from completing an accident report, the supervisor or department head must file the report for the employee within the 24-hour time frame. The supervisor or department head is also required to investigate the incident and submit a written report detailing the accident to the Town Secretary. Employees failing to report injuries within 24-hours of the incident may not be eligible for salary continuation benefits from the Town.

B. Salary Continuation Benefits

Town employees who sustain physical injury in the line of duty may receive salary continuation payments as outlined by this section. The salary continuation benefit shall be subject to the following provisions:

1. The total amount paid to an injured employee while absent from work, including any combination of worker's compensation benefits, sick leave, vacation leave, and salary for work performed shall not exceed one hundred percent (100%) of full pay which he or she should have received working regular hours with regular pay.
2. The injury or illness must be the direct result of the employee performing his/her job for the Town.
3. The employee must report the accident or personal injury to his/her supervisor and file an injury report to the Town Secretary within 24-hours of the incident.
4. The employee shall be seen by the medical facility approved by the Worker's Compensation Commission (WCC) for on-the-job injuries. If the employee is taken to a hospital in an emergency, the employee shall complete his/her follow-up visits with a physician approved by the WCC. An employee who is unable to return to work shall contact his/her supervisor (no substitutes) every other day, and call the Town Secretary every Friday until the doctor has released the employee to return to work.
5. An employee who is on probation due to disciplinary action is not eligible for salary continuation.
6. An employee who has been released by his/her attending physician to return to light duty shall be required to perform light duties for his/her own department, or that of another department in the Town if available.
7. Injuries or illness occurring while traveling to and from work, or while engaging in horseplay, attending to personal business, or failing to follow reasonable safe practices shall not be deemed as on-the-job injuries to qualify for salary continuation.
8. Upon return to work, light duty or full-duty, the employee shall be required to arrange physical therapy or doctor visits after hours, if at all possible.
9. An employee who is off work due to an on-the-job injury shall not be allowed to work a second job, if the employee is unable to work in his/her regular position for the Town.

10. An employee on Worker's Compensation leave will be paid for a given week only after providing verification of payment by the WCC. Checks only will be issued on regular pay dates.

Seasonal and temporary employees will not be eligible for salary continuation benefits from the Town. Salary continuation benefits are purely voluntary on the part of the Town and may be terminated at any time.

If an employee is not granted salary continuation, or the injury lasts longer than 90 days and the employee is no longer eligible for salary continuation, the employee will be allowed to use comp time, sick leave, and/or vacation leave to supplement the remainder of the employee's income, after taxes, that Workers' Compensation does not pay to the maximum of the employee's regular gross salary. If an employee runs out of sick leave or vacation before being released by the attending physician to return to work, the employee may be granted a leave of absence without pay for the remainder of the 180 days. After an absence of 180 days, the employee may apply for a reasonable accommodation for return to work through the ADA Coordinator or apply for an extension of leave. (See Policy 10.07 Requests for Extension of Leave)

CHAPTER 14 – INJURED EMPLOYEE

14.00 *Injuries*

a. **Medical Care**

The Supervisor is responsible for ensuring an employee who is injured during the course of employment receives appropriate initial medical care. When notified an employee has been injured, a Supervisor shall:

1. if qualified personnel are available, assure first aid is begun;
2. if the injury is serious, as may be indicated by, but not limited to, profuse bleeding, broken bones, unconsciousness, or shock, call for emergency medical transportation through 9-1-1;
3. if the employee needs immediate medical care, care should be sought at the nearest emergency care facility. The Supervisor must be notified as soon as possible of the 'employee's injury;
4. if the injury requires medical care but does not warrant emergency transport, the employee must select a physician from a list provided by the Human Resources Department in order to be covered under 'Workers' Compensation. If an employee chooses to seek physician care with a physician, not on the list provided, the expenses incurred may not be covered under 'Workers' Compensation insurance.

b. **Reports**

Regardless of the severity of the injury, an employee who is able must report immediately to the Supervisor any injury incurred in the course of employment with the Town. The immediate Supervisor is responsible for contacting the Human Resources Department to file the following reports for inclusion in the employee's personnel file:

1. Texas 'Worker's Compensation Injury Report (DWC -1): must be filed with the Human Resources Department within seventy-two (72) hours of the occurrence on all injuries regardless of the severity of the injury; and
2. Supervisor Incident Report: an incident report is to be filed with the Department Head and Human Resources Department within seventy-two (72) hours of the occurrence on all injuries regardless of the severity of the injury; and

3. When medically feasible, Witness Reports and Employee's Report of Injury or Illness: must be filed with the Department Head and Human Resources Department by the end of the shift if the injury requires medical treatment or lost time.

14.02 *Physical Examination*

a. When Required

An employee who has been ill or injured shall obtain a physical examination from the employee's attending physician or a physician designated by the Town if:

1. the employee has received emergency treatment at a hospital; or
2. the Department Head has reason to believe the physical condition of the employee could result in danger to persons or property, or it interferes with normal work performance, and the Department Head instructs the employee to report for an examination.

b. Physician's Release

If it is determined an employee returning from injury or illness must have a physical examination before resuming work, the employee must obtain a written release from the employee's attending physician or the Town's physician, indicating the employee's fitness to return to duty. The release must stipulate what kind of duty is permitted, specify limitations, if any, and state the date of the employee's release from medical care.

c. Determination Made by Physician

If the physician determines an employee is not able to perform all of the duties of the employee's position as set forth in the job description, the physician shall document the limitations.

14.03 *Modified Duty Policy*

The purpose of this policy is to provide a process by which injured and ill employees may receive temporary work assignments that will benefit their full recovery. It is not intended to be used as a disability program.

a. Evaluation of Injured or Ill Employee

When an employee is required to be absent from work because of an extended period of recovery from injury or illness, the employee's case will be reviewed by the Department Head and the Human Resources Department. A report of examination and evaluation conducted by the treating physician or the Town physician (hereafter "attending physician") will be used to determine the capabilities and prognosis for recovery of the injured or ill employee. A review of the potential work assignments will be conducted by the Department Head and Human Resources Department to determine if an assignment is available, which matches the injured or ill employee's training and skills and/or physical limitations

as determined by the attending physician.

b. Work Assignment

A modified duty work assignment may be offered to an injured or ill employee if:

1. it is approved by the Department Head and the Human Resources Department;
2. a work assignment exists within the Town which meets the abilities documented by the attending physician; and
3. a modified duty work assignment would enhance the recovery of an injured or ill employee and facilitate the employee's return to the regular duty work assignment held before the injury or illness.

c. Length of Modified Duty Work Assignments

Modified work assignments shall not exceed sixty (60) calendar days. An extension may be granted at the discretion of the Town Administrator when work assignments exist, and modified duty continues to enhance the recovery of the injured or ill employee. However, an employee is limited to a total of ninety (90) calendar days per 12-month period of Modified Duty.

d. Conditions of Modified Duty

As a condition of continuing in a modified duty work assignment, an employee must:

1. adhere to prescribed treatment and make reasonable efforts toward rehabilitation;
2. continue to provide progress updates to the Department Head and Human Resources Department regarding the status of his/her condition;
3. accept progressively more demanding assignments as the employee's condition improves; and
4. make visible progress in returning to full performance capability.

e. Termination of Modified Duty

An employee's modified duty work assignment will be terminated if:

1. the employee is found to be performing beyond the modified duty restrictions;
2. the work assignment is completed, and no work assignments exist within the Town which suits the 'employees' abilities and meet the limitations documented by the attending physician;
3. the employee performs unsatisfactorily in the modified position; or
4. budgetary constraints do not allow the continuation of modified duty.

f. Reassignment to a Vacant Position

If an employee's injury or illness will regularly prevent the employee from

performing the essential functions of the employee's regularly assigned duties, the Town Administrator, in conjunction with the Department Head and Human Resources Department, shall attempt to locate a suitable Town position for the employee. Such a position must be authorized and vacant, and the injured or ill employee must be qualified to perform the essential functions of the position. If no other position is available at the time the employee is determined unable to perform the essential function of the employee's job, or, should the employee refuse to accept an available position, then termination of employment will occur. The Town will not create a position.

5.00.10 Sick Leave

All regular full-time employees are entitled to accumulate sick leave benefits. Part-time working 20-hours or more per week will accrue sick leave at half the rate of a full-time employees. Temporary and seasonal employees are not eligible for sick leave.

- a. Sick leave accumulates for full-time employees at the rate of ~~3.698~~ hours per ~~pay period~~ month for a maximum of 96 hours (12 days) per year. An employee may not accumulate more than ~~320-480~~ hours (~~40-60~~ days). Part-time employees will accrue at the rate of ~~1.8454~~ hours per ~~pay period~~ month for a maximum of 48 hours (6 days) per year. A part-time employee may not accumulate more than 160 hours (20 days).
- b. ~~Sick leave is granted by the Town for the purpose of permitting an employee to be relieved of his or her duties during an illness or injury. Sick leave benefits are to be used for medical conditions of the employee or the immediate family.~~
- c. ~~Sick leave may be granted when a spouse, minor child or parents of an employee is ill or incapacitated. For the purpose of sick leave, "immediate family" means the employee's spouse, child, brother, sister, mother, father, grandparents, grandchildren, stepparents, and shall include the spouse's immediate family. A legal guardian may be considered as immediate family.~~
- d. Sick leave also may be used for dental, medical, and ocular appointments.
- e. Employees who use their sick leave without just cause may be dismissed. Supervisors may require a physician's statement from any employee who uses sick leave credit if deemed warranted. Employees who miss more than three (3) consecutive workdays due to illness or injury are required to provide a statement from his or her physician regarding the illness or injury. Failure to do so may result in dismissal, suspension, and/or forfeiture of pay.
- f. Sick leave shall accrue from the first day of employment. Regular full-time and part-time employees may use sick leave during the probationary period. Sick leave may not be taken in advance of being earned.
- g. Sick leave shall not accrue for any pay period during which an employee is paid for less than half the standard number of paid days for his or her job during the period.
- h. Sick leave may be taken in one half (0.5) -hour increments.
- i. Regularly scheduled holidays will not reduce the employee's sick leave.
- j. An employee who becomes ill or injured during a vacation may request that the vacation be terminated and the time of illness be charged as sick leave. The request must be made no later than the first regularly scheduled workday following vacation. A doctor's statement will be required in these circumstances.

- k. Once an employee’s accumulated sick leave has been exhausted, accrued vacation may be used as sick leave. When absence due to illness exceeds the amount of paid leave earned and authorized, the employee’s pay will be discontinued until he or she returns to work.
- l. An employee terminating employment from the Town must submit a physician’s certification of illness before being eligible to use sick leave in the last two- (2) calendar weeks of employment.
- m. An employee will not receive compensation for accumulated, but unused, sick leave at the time of termination, whether by resignation or dismissal.
- n. Department heads are responsible for reporting all sick leave used by an employee on the employee’s time record. ~~Employees absent for more than three consecutive days may be placed on Family Medical Leave depending upon seriousness of illness.~~
- o. Abuse of sick leave may be cause for termination of employment. Examples: use of sick leave as it accrues; regular absences on a day before or after a weekend or scheduled days off; sick leave used after every pay day, when an employee is off work more than at work, etc..

5.00.11 Vacation

- a. Regular full-time employees are eligible to take vacation upon the ~~successful~~ completion of ~~the probationary period~~ six (6) months of employment. Vacation time accrues according to the following schedule and will be calculated based on the employee’s hire date:

Years of Service	Hours per pay period	Equal to Hours Per Year
1st Year <u>1-4 years</u>	1.54 <u>6.67</u> hours	40-80 hours
(1-12 months)	per pay period <u>month</u>	per year
2-5 <u>5-9 years</u>	3.08 <u>10.00</u> hours	80-120 hours
(13-60 months)	per pay period <u>month</u>	per year
5-10 <u>10-19 years</u>	4.62 <u>13.33</u> hours	120-160 hours
(61-119 months)	per pay period <u>month</u>	per year
10-20 <u>+ years</u>	6.15 <u>16.67</u> hours	160-200 hours
(120+ months)	per pay period <u>month</u>	per year

- b. Regular part-time employees, working 20-hours or more per week, are eligible to take vacation upon the ~~successful~~ completion of ~~the probationary period~~ six (6) months of employment. Vacation time accrues ~~according to the following schedule and will be calculated based on the employee’s hire date:~~ at the rate of four (4) hours for each month of continuous service with the Town.

Years of Service	Hours per pay period	Equal to Hours Per Year
1st Year	0.77 hours	20 hours
(1-12 months)	per pay period	per year

2-5 years (13-60 months)	1.54 hours per pay period	40 hours per year
5-10 years (61-119 months)	2.31 hours per pay period	60 hours per year
10+ years (120+ months)	3.08 hours per pay period	80 hours per year

- c. Each department head shall furnish the Town Secretary all records of vacation leave usage within their department. The department head shall schedule vacation leaves within their department with particular regard to operating requirements and as much as possible, the request of the employees.
- d. Vacation leave shall not be used in time increments of less than one-half (0.51) hour.
- e. Employees may not accumulate more than two times the annual accrual of vacation leave except in extenuating circumstances and with the approval of the Town Manager.
- ~~f. Employees may be compensated for their vacation pay should their work situation require their presence and cause the employee to exceed the maximum accumulation allowed with the approval of the Town Manager.~~
- ~~g.~~ Vacation leave will only be charged for time during which the employee would have ordinarily worked.
- g. Employees being laterally transferred, promoted, or demoted will retain any accrued vacation leave.
- h. Vacation leave shall not be advanced to employees.
- ~~ii.~~ Regularly scheduled holidays will not reduce the employee's vacation used.
- ~~j.~~ Accrued vacation leave is not transferable between Town employees.
- ~~j-k.~~ Vacation time does not count towards hours worked and shall not be used in over-time calculations.

5.00.13 Exempt Staff Leave

The Town Administrator, Department Heads, and other executive, administrative, and professional personnel, as defined by the Fair Labor Standards Act, are excluded from the provisions of the Town's overtime policies as exempt personnel, and are expected to work whatever hours are necessary to accomplish required duties, tasks, and responsibilities.

Exempt employees are not required to clock in and out for their work shifts. Instead, exempt employees' time will be reported on an exception basis. This means that they will only be required to submit documentation for work time missed (i.e. sick leave, vacation time, personal

duty, jury duty, etc.) through the time off request feature in the timekeeping software or in the form of a Leave Request Form.

Exempt personnel shall receive 40 hours of exempt leave each anniversary year, and such leave may be used pursuant to the following terms and conditions:

- a. The taking of such exempt leave must be authorized in advance by the appropriate supervisor.
- b. Unused, exempt leave may not be carried over from one (1) anniversary year to the next.
- c. Balances of exempt leave shall not be paid upon termination of employment with the Town, or at any time.
- d. Exempt leave must be taken in a minimum of one (1) hour increments.

For terminating employees, exempt leave may not be used during the final two week notice period.

A new employee may not take exempt leave until the employee has completed three months of employment.

5.00.1314 Unemployment Insurance

All employees of the Town are covered under the Texas Unemployment Compensation Insurance Program. This program provides payments for unemployed workers in certain circumstances provided by law (Texas Unemployment Compensation Act of 1993).

5.00.1415 Voluntary Benefits

The Town offers additional voluntary benefits at the employee's expense. These voluntary benefits include participation in AFLAC and the Texas Municipal Police Association. For more information regarding these benefits, contact the Town Secretary.



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Discuss and consider approval of ordinances of the Town of Argyle to postpone the General Election and Special Election to be held on May 2, 2020, to the November 3, 2020, Uniform Election Day.

Meeting Date:

March 24, 2020

Requested by:

Mayor Moser

Prepared by:

Erika McComis, Town Secretary

Background:

On March 18, 2020, Governor Abbott issued a proclamation suspending certain provisions of the Texas Election Code that allows all political subdivisions holding general and special elections on May 2, 2020, to postpone this election to the November 3, 2020 uniform election date. Staff is requesting guidance from the council as to how they would like to proceed with the upcoming May elections.

Financial Impact:

None

Requested Action:

Council authorizing the continuation or postponement of the May General and Special Election.

Attachments:

Ordinance Postponing the General Election
Ordinance Postponing the Special Election
Proclamation from Governor Abbott
Secretary of State Election Advisory No. 2020-12

ORDINANCE NO. 2020-11

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, POSTPONING THE GENERAL ELECTION TO BE HELD ON THE 2ND DAY OF MAY, 2020, FOR THE PURPOSE OF ELECTING COUNCILMEMBERS FOR PLACE 1, PLACE 3 AND PLACE 5 TO THE NOVEMBER 3, 2020 UNIFORM ELECTION DATE; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS FOR THE NOVEMBER 3, 2020 ELECTION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas pursuant to Town of Argyle Ordinance Number 2020-02, a General Election for the purpose of electing Town Council Members for Place 1, Place 3 and Place 5 was ordered to be held on May 2, 2020; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, on March 18, 2020, the Governor of the State of Texas signed a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their elections to the November 3, 2020, uniform election date; and

WHEREAS, pursuant to the Governor’s proclamation authorizing the Town of Argyle to postpone the May 2, 2020 election date, the Town Council does by this Ordinance exercise its authority to postpone the General Election ordered for May 2, 2020, for the purpose of electing three (3) Town Council Members to November 3, 2020.

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

SECTION 1: That the General election previously ordered for May 2, 2020, for the Town of Argyle, Texas, for the purpose of electing three (3) Town Council Members is hereby postponed to November 3, 2020.

SECTION 2: That the candidate filings for the General election for May 2, 2020, for the Town of Argyle, Texas, for the purpose of electing three (3) Town Council Members shall remain valid for the election to be held on November 3, 2020, and that the filing period for candidates will not be re-opened for the election to be held on November 3, 2020.

SECTION 3: That all annual applications ballot by mail (ABBM) for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the November 3, 2020, election; and that ABBMs for voters who submitted ABBMs based on expected absence from the county shall not be valid for the postponed November 3, 2020 election.

SECTION 4: That the voter registration deadline for the November 3, 2020, election is October 5, 2020, the deadline to submit an ABBM is October 23, 2020, and the dates for early voting are October 19, 2020, through October 30, 2020.

SECTION 5: That the Town Administrator is authorized to negotiate and execute an election contract with Denton County for the purposes of conducting the postponed election on November 3, 2020.

SECTION 6: That the Town Administrator and Town Secretary are authorized to modify the election order as necessary to in order to change the date of the election; change location of the main early voting location; change early voting dates and hours, including weekend early voting; change the identity of the early voting clerk and their contact information, if necessary; or changes to branch early voting locations, and bring forth said changes to the Town Council prior to August 17, 2020 for consideration and adoption.

SECTION 7: That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance, which shall remain in full force and effect.

SECTION 8: This Ordinance shall take effect immediately from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, DENTON COUNTY, TEXAS, ON THIS THE 24RD DAY OF MARCH 2020.

ATTEST:

APPROVED:

Erika McComis, Town Secretary

Donald Moser, Mayor

APPROVED AS TO FORM:

Andy Messer, Town Attorney

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, POSTPONING THE SPECIAL ELECTION TO BE HELD ON THE 2ND DAY OF MAY, 2020, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE TOWN THE PROPOSITION DETERMINING THE ABOLITION OF THE SALES AND USE TAX COLLECTED FOR THE ARGYLE ECONOMIC DEVELOPMENT CORPORATION (EDC) AND THE CREATION OF A MUNICIPAL DEVELOPMENT DISTRICT (MDD) IN THE TOWN CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION (ETJ) TO THE NOVEMBER 3, 2020 UNIFORM ELECTION DATE; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS FOR THE NOVEMBER 3, 2020 ELECTION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas pursuant to Town of Argyle Ordinance Number 2020-04, a Special Election for the purpose of submitting to the qualified voters of the Town, either for or against, the proposition of whether to abolish the Argyle Economic Development Corporation, and create a MDD at the rate of one-fourth of one percent (0.25%) within the corporate limits and extraterritorial jurisdiction of the Town as provided by Chapter 323 of the Texas Tax Code and Chapter 377 of the Texas Local Government Code was ordered to be held on May 2, 2020; and;

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, on March 18, 2020, the Governor of the State of Texas signed a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their elections to the November 3, 2020, uniform election date; and

WHEREAS, pursuant to the Governor’s proclamation authorizing the Town of Argyle to postpone the May 2, 2020 election date, the Town Council does by this Ordinance exercise its authority to postpone the Special Election ordered for May 2, 2020 to November 3, 2020;

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

SECTION 1: That the Special election previously ordered for May 2, 2020, for the Town of Argyle, Texas, for the purpose of submitting to the qualified voters of the Town, either for or against, the proposition of whether to abolish the Argyle Economic Development Corporation, and create a MDD at the rate of one-fourth of one percent (0.25%) within the corporate limits and extraterritorial jurisdiction of the Town as provided by Chapter 323 of the Texas Tax Code and Chapter 377 of the Texas Local Government Code is hereby postponed to November 3, 2020.

SECTION 2: That all annual applications ballot by mail (ABBM) for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the November 3, 2020, election; and that ABBMs for voters who submitted ABBMs based on expected absence from the county shall not be valid for the postponed November 3, 2020 election.

SECTION 3: That the voter registration deadline for the November 3, 2020, election is October 5, 2020, the deadline to submit an ABBM is October 23, 2020, and the dates for early voting are October 19, 2020, through October 30, 2020.

SECTION 4: That the Town Administrator is authorized to negotiate and execute an election contract with Denton County for the purposes of conducting the postponed election on November 3, 2020.

SECTION 5: That the Town Administrator and Town Secretary are authorized to modify the election order as necessary to in order to change the date of the election; change location of the main early voting location; change early voting dates and hours, including weekend early voting; change the identity of the early voting clerk and their contact information, if necessary; or changes to branch early voting locations, and bring forth said changes to the Town Council prior to August 17, 2020 for consideration and adoption.

SECTION 6: That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance, which shall remain in full force and effect.

SECTION 7: This Ordinance shall take effect immediately from and after the date of its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, DENTON COUNTY, TEXAS, ON THIS THE 24RD DAY OF MARCH 2020.

ATTEST:

APPROVED:

Erika McComis, Town Secretary

Donald Moser, Mayor

APPROVED AS TO FORM:

Andy Messer, Town Attorney



GOVERNOR GREG ABBOTT

March 18, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:00 AM 'CLOCK

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

MAR 18 2020
[Signature]
Secretary of State

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation suspending Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office, and suspending Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted,

[Signature]
Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, Section 41.001(a)(2) of the Texas Election Code provides that a general or special election in this state shall be held on a uniform election date, and the next uniform election date is occurring on May 2, 2020; and

WHEREAS, Section 49.103 of the Texas Water Code provides that certain districts governed by this provision are required to hold director elections in May of each even-numbered year; and

WHEREAS, Section 41.0052 of the Texas Election Code prescribes a procedure for a political subdivision to change a general election date, but the time for making such a change has expired; and

WHEREAS, Section 31.093 of the Texas Election Code requires a county elections administrator to enter into a contract to furnish election services upon request of a political subdivision; and

WHEREAS, Section 42.0621(c) of the Texas Election Code does not require a political subdivision to enter into a contract with a county or hold a joint election with a county on the November uniform election date; and

WHEREAS, on March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster for all counties in Texas; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the Governor has the express authority to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders, or rules would in any way prevent, hinder, or delay necessary action in coping with a disaster.

NOW, THEREFORE, I, GREG ABBOTT, Governor of Texas, under the authority vested in me by the Constitution and Laws of the State of Texas, do hereby suspend Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office. I further suspend Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The authority ordering the election under Section 3.004 of the Texas Election Code is the authority authorized to make the decision to postpone its election in accordance with this proclamation.

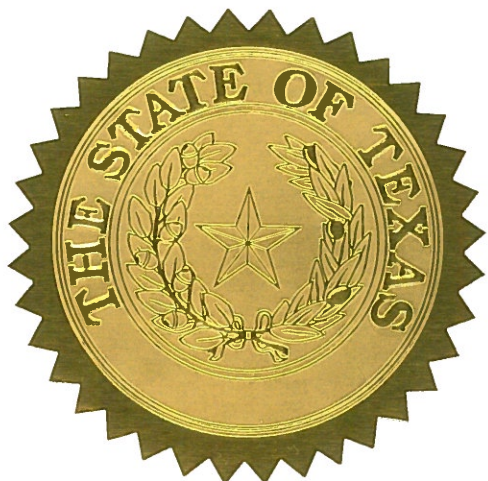
Current office holders will hold over to the extent authorized by Article XVI, Section 17 of the Texas Constitution.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:00AM O'CLOCK

MAR 18 2020

Governor Greg Abbott
March 18, 2020

Proclamation
Page 2



IN TESTIMONY WHEREOF, I have hereto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 18th day of March, 2020.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor of Texas

ATTESTED BY:

A handwritten signature in black ink that reads "Ruth R. Hughs".

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:00AM O'CLOCK

MAR 18 2020

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.texas.gov




Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Ruth R. Hughes
Secretary of State

ELECTION ADVISORY

NO. 2020-12

TO: Election Officials

FROM: Keith Ingram, Director of Elections 

DATE: March 18, 2020

RE: Actions for May 2, 2020 Uniform Election Date

The purpose of this advisory is to provide guidance to local political subdivisions regarding their options for any general or special elections that have been ordered for the May 2, 2020 uniform election date. Pursuant to Section 418.016 of the Texas Government Code, the Governor has issued a proclamation suspending certain provisions of the Texas Election Code and the Texas Water Code to allow all local political subdivisions that are utilizing the May 2, 2020 uniform election date to postpone their election to the November 3, 2020 uniform election date. Pursuant to Texas Election Code 31.003 and 31.004, our office has issued the following guidelines for entities that choose to exercise this authority and postpone their election to the November uniform election date.

Effect of Postponement of Election

- **Candidate Filings:** By postponing their election date, the political subdivision is preserving all candidate filings and ballot order actions that have already been taken. The postponement does **not** have the effect of reopening candidate filings.
 - **Deadlines related to Candidate Filings, Declarations of Ineligibility, Withdrawals or Death:** The deadlines that apply to the November 3, 2020 election would apply to all candidates who are currently on the ballot for the May 2, 2020 election.
- **Ballot By Mail Requests:** All applications for a ballot by mail (ABBM) that were filed for the May 2, 2020 election that are marked annual would apply for the November 3, 2020 election. All single use ABBMs that were submitted for reasons of age or disability would still be valid for the November 3, 2020 election. If a single use ABBM was submitted and indicated the reason for voting by mail was due to absence from the county, this ABBM would not be valid as the applicable election date has changed. However, we would recommend that the political subdivision send a letter to these voters along with a new ABBM in case the circumstances

surrounding their absence from the county are still valid or the voter is otherwise eligible to vote by mail.

- **Ballots by Mail:** If a political subdivision has already sent out mail ballots, those mail ballots that are returned would still be valid for the November 3, 2020 postponed election date.
- **Election Records:** All records, including candidate filings, applications to vote by mail, ballot proofs, and printed ballots shall be retained and preserved.
 - **Printed Ballots:** If your ballots have already been printed up, you may be able to reuse them for November. However, if you must change your ballot to reflect any corrections or changes that occur between now and November, you would treat the original ballots as you would in a traditional ballot correction and those ballots should be destroyed in accordance with Section 52.0064 of the Texas Election Code.
- **Requirement to use County Election Precincts in November 2020:** Per Section 42.002 of the Texas Election Code, county election precincts are required for all elections occurring in November 2020. You will need to work with your county election officer to determine whether you need to make any modifications to your ballot in light of this requirement.
- **Requirement for County Election Officer to contract with Local Political Subdivisions:** All county election officers are required to contract with local political subdivisions that postponed their May 2, 2020 election and that request a contract for election services or a joint election agreement with their county election officer pursuant to the Governor's suspension of certain Texas Election Code provisions.
- **Office Hours:** The relevant dates for maintaining office hours for election purposes will be based on the November uniform election date rather than the May election date. Under Section 31.122 of the Texas Election Code, those office hours will need to be maintained for at least three hours each day, during regular office hours, on regular business days between September 14, 2020 and December 13, 2020. However, these entities should post contact information for individuals to contact their office about election-related issues during the timeframe that those offices may be closed over the coming months.
- **Holdovers in Public Office:** Under Art. XVI, Sec. 17 of the Texas Constitution, the individuals who currently hold public offices that are scheduled to be on the ballot on the May uniform election date will continue to exercise the duties of those offices until the new officers take their oaths of office, following the November uniform election date.
- **Campaign Finance Filings:** Please contact the Texas Ethics Commission for further guidance on how these modified timelines will affect any campaign finance reporting requirements. Their office can be reached at (512) 463-5800.
- **Candidates on the ballot in both May and November:** For candidates that may be running for two offices (one normally occurring in May and one normally occurring in November), these candidates will not be removed from the ballot as they are separate elections that are normally not occurring on the same date.

Required Action by Governing Body to Move Election Date

In order to utilize this move, the governing body of the political subdivisions holding the elections must **order** the postponement of their election to the November 3, 2020 uniform election date. The order for this official action should contain the following items:

1. A reference to the proclamation that authorizes the entity to postpone their election date, and the fact that the political subdivision is exercising this authority.
2. Confirmation that the candidate filings for the election will remain valid for the election held on the November date and that the filing period will not be re-opened for the November election date.
3. Confirmation that all ABBMs for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the postponed election, and that ABBMs for voters who submitted ABBMs based on expected absence from the county would not be valid for the postponed election.
4. The major relevant dates for the November election, including the voter registration deadline (October 5, 2020), the deadline to submit an ABBM (October 23, 2020), and the dates for early voting (October 19, 2020 – October 30, 2020).

Necessary Revisions to Order of Election

In addition, the entity will need to meet by August 17, 2020 to make any necessary revisions to the entity's original order of election. Those revisions may include:

1. The change to the date of the election;
2. Any change in location of the main early voting location;
3. Any changes to early voting dates and hours, including weekend early voting;
4. Any changes to the identity of the early voting clerk and their contact information; or
5. Any changes to branch early voting locations.

If you are holding a bond election, you may need to make additional revisions to your order of election for that bond election. If this is the case, we recommend reaching out to your bond counsel for additional guidance.

Securing Election Records

All election records should be stored and secured during the postponement period. This may require your entity to use preservation methods that are similar to the methods you would use during the preservation period after the election has occurred. This includes:

- Storing returned ballots by mail in locked, sealed ballot boxes.
- Securely storing any unused ballots.
- Securely retaining any relevant election records, including candidate applications and ABBMs.

Voting System Equipment

If you are leasing voting system equipment from the county or directly from the vendor, then you may need to contact your vendor or your county regarding any necessary modifications to those lease agreements or to modify your procedures and timelines for receiving that equipment.

Open Meeting Requirements

The Governor has suspended and modified certain open meeting requirements pursuant to his disaster declaration. These changes include allowing the entity to establish procedures for telephonic or videoconferenced meetings of governmental bodies that are accessible to the public.

These procedures must include a process for members of the public to participate and address the governmental body in those meetings, notice to the public on the means of participating remotely, and access to the public for recordings of those meetings.

For more information, please review the applicable [documentation](#) from the Governor's Office or contact the Office of the Attorney General.

Update Official Websites and Notify Media

Any entities that are exercising this authority to postpone their election date must post notice on the entity's website and should alert any local media organizations regarding this change to their election date.

The entity must also provide notice to their county election officer regarding this change, as the county is required to post the entity's notice of election on the county's website no later than the 60th day before the date of the election under Election Code 4.008. If that election date will be changing due to the entity's decision to postpone the election then the entity must provide a revised notice to the county for posting on the county's website.

If you have any questions regarding this advisory, please contact the Elections Division at 1-800-252-2216.

KI:CA:CP



TOWN COUNCIL DATA SHEET



New Business Item:

Consider possible change orders for S. Gibbons Rd. and Harpole Rd. and to provide staff with direction regarding completion of the project associated with the 2019 Capital Improvements Plan for road improvements.

Meeting Date:

February 25, 2020

Requested by:

Town Engineer

Prepared by:

Troy Norton, Director of Public Works

Gary Vickery, Town Engineer, (Teague, Nall and Perkins (TNP Inc.)

Jeffrey Howell, Interim Town Manager (**updated**)

Background:

At the July 2, 2019, Council Meeting, Council approved a bid for part 1 of the project to Part 1 with the Add Alternate to SPI Asphalt, LLC in the amount of \$694,272.25 and Part 2 with the Add Alternate to Rock Solid, Inc. in the amount of \$714,268.15 and authorized the Town Manager to execute the necessary documents on behalf of the Town.

At the September 10, 2019, Council Meeting, Council considered appropriate action related to Part 1 of the Argyle 2019 Street Improvement Project including necessary action to terminate the contract with SPI Asphalt, LLC and awarding the bid to Rock Solid, Inc. and authorizing the Town Manager to execute the necessary documents on behalf of the Town. Town Manager, Kristi Gilbert informed Council the current contractor (SPI Asphalt, LLC.) that was approved by Council has asked to be released from their contract due to unforeseen circumstances. Gary Vickery, Town Engineer, recommended the bid be awarded to Rock Solid, Inc. who was the second lowest bidder during the original bid process. Council authorized the Town Manager to execute the necessary documents on behalf of the Town.

At the January 28, 2020, Council Meeting, Gary Vickery, Town Engineer, recommended the contractor Rock Solid, Inc. be allowed to continue with the completion of the project and requested Council to approve change orders to include a HMAC level-up course on S. Gibbons Rd. and Harpole Rd. prior to laying the final 2" HMAC surface course. Council requested Mr. Vickery to return to the February 25, 2020 Council Meeting with an estimate for the requested change orders.

Mr. Vickery has provided four change orders options for Council review and consideration. The intent is to give the Council the options on how you want to proceed.

They are:

2A1 Harpole Rd. - reconstruction with 4" asphalt – Change Order Amount: \$201,090.52

2A2 S. Gibbons Rd. - reconstruction with 4" asphalt – Change Order Amount: \$73,369.55



TOWN COUNCIL DATA SHEET



- 2B1 Harpole Rd. – repair and 2” overlay with level-up – Change Order Amount: \$54,000
 2B2 S. Gibbons Rd. - repair and 2” overlay with level-up – Change Order Amount: \$15,640

It should be noted if we choose the reconstructions with 4” asphalt, there will likely not be enough funds left to do Stonecrest Rd. South of FM407 to Town Limit as proposed.

UPDATE:

This item was tabled during the previous meeting. At the February 25, 2020, Council Meeting it was discussed to upgrade the specifications which would require a rebid of the remainder of this project and perhaps add in additional segments. Staff received the guidance/direction sought. Specification options will be brought back at a later meeting.

Financial Impact:

TBD Town Engineer to provide additional information at Council Meeting.

Requested Action:

~~Approve a~~ **Deny all of the proposed** change orders ~~in order~~ to complete road improvements to S. Gibbons Rd. and Harpole Rd. and **stop any and all construction on these roadways** ~~to provide staff with direction regarding completion of the project~~ associated with the 2019 Capital Improvements Plan for road improvements.

Attachments:

None