



NOTICE OF THE TOWN COUNCIL
TOWN COUNCIL REGULAR MEETING

July 21, 2025 at 5:30 PM

Argyle Town Hall, 308 Denton Street, Argyle, Texas

AGENDA

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 Town Council Regular Meeting on July 21, 2025 at 5:30 PM at the Argyle Town Hall, 308 Denton Street, Argyle, Texas.

ELECTED OFFICIALS AND TOWN MANAGEMENT

Ronald Schmidt, Mayor
Cynthia Hermann, Mayor Pro Tem, Place 5
Gustave Svehla, Place 1
Martin Brading, Place 2
Chad Boyd, Place 3
Casey Stewart, Place 4

Mike Sims, Town Manager
Erika McComis, Town Secretary
Brenda McDonald, Town Attorney

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

American Flag: "I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Texas Flag: "Honor the Texas Flag; I pledge allegiance to thee Texas, one state under God, one and indivisible."

OPEN FORUM

This is an opportunity for the public to address the Town Council on any matter of public business, except public hearings. Any Comments related to public hearings will be heard when the specific hearing begins. Each speaker is limited to five (5) minutes; however, time limits can be adjusted by the Mayor. Any response from a member of the Council is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future Town Council meeting.

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 June 16, 2025, Town Council Meeting minutes as recorded.
2. Consider approval of Resolution 2025-31 Authorizing the Sale of Surplus Property.
3. Consider approval of Ordinance 2025-26 authorizing a funding request from the Argyle Crime Control Prevention District to purchase five (5) speed monitoring devices from All Traffic Solutions and five (5) decorative poles from Centerline Supply for use by the Argyle Police Department.
4. Consider approval or Resolution 2025-32 suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor.
5. Consider approval of Resolution 2025-30 endorsing the implementation of a Continuing Pretreatment Program as required by 40 CFR 403 (Code of Federal Regulations) for the Denton Creek Regional Wastewater System of the Trinity River Authority.
6. Consider approval of Ordinance 2025-20 amending Article 13.04 "Discharge of Commercial and Industrial Waste into Sanitary Sewer" in Chapter 13 "Utilities" of the Town's Code of Ordinances to comply with State and Federal Law.
7. Discuss and take action on approval of Phase 2 contract for concrete repairs on Frenchtown in an amount not to exceed \$56,000.

PUBLIC HEARING ITEMS

8. Public hearing, consider and take action on Ordinance 2025-22 amending (TDS-25-004) to Article III, Zoning, of the Town of Argyle Town Development Standards regarding amendments to Section 14.3.34 – Single Family Residential Estate-1 Zoning District and other related provisions in the Town Development Standards.
9. Public hearing, consider and take action on Ordinance 2025-23 amending (TDS-25-005) to Article III, Zoning, of the Town of Argyle Town Development Standards regarding amendments to Section 14.3.23 – Amendments to Zoning Ordinance and Districts, Administrative Procedures, and Enforcement and other related provisions in the Town Development Standards.
10. Public hearing, consider and take action on Ordinance 2025-24 allowing a Zoning Change Request (Z-25-002) from Agricultural (A) to Old Town 1 (OT-1) zoning district for the Mission Investors/Outdoor LP property on a 3.40-acre tract of unplatted land in the J. Gazaway Survey Abstract 481, the J. Davis Survey Abstract 325, and the L. White Survey Abstract 1384, located on the east side of Front Street north of Old Justin Road, Town of Argyle, Denton County, Texas.

ACTION ITEMS

- [11.](#) Consider and take action on Ordinance 2025-21 calling a Special Election to be held on November 4, 2025, for the purpose of increasing the sales and use tax levy to 2% and authorizing the Mayor to execute an agreement with Denton County Elections Administration for Election Services.
- [12.](#) Consider and take action on Resolution 2025-33 authorizing the Mayor to execute a Professional Services Agreement with Dunaway Associates, LLC for civil design services related to the Town Center project in an amount not to exceed \$47,838, located on a 6-acre tract of land along FM 407.
- [13.](#) Consider and take action on Resolution 2025-34 authorizing the Mayor to execute a Professional Services Agreement with GFF Architects for civil design services related to the Town Center project in an amount not to exceed \$69,060, located on a 6-acre tract of land along FM 407.
- [14.](#) Consider approval of Ordinance 2025-25 amending the Fiscal Year 2024–2025 Budget to allocate Equipment Replacement Funds for the purchase of an Interstate Trailers Inc. G20DT flatbed equipment trailer.
- [15.](#) Discuss and consider action on and ordinance authorizing the issuance of “Town of Argyle, Texas, Tax Notes, Series 2025”; specifying the terms and features of said notes; levying a continuing direct annual ad valorem tax for the payment of said notes; and resolving other matters incident and related to the issuance, sale, payment and delivery of said notes, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Letter; and providing an effective date.

DISCUSSION ITEMS

(Items in this section are for discussion purposes only. No action may be taken on items listed under this portion of the agenda, other than to provide general direction to staff or to direct staff to place such items on a future agenda for action.)

- [16.](#) Discuss schedule and process for upcoming Fiscal Year 2025-2026 Budget for the Town of Argyle.
- [17.](#) Discussion and review of the monthly budget reports for May 2025.
- [18.](#) Discussion on considering going out for bid for a sanitary sewer line and approve plans to be designed by Freese & Nichols, with an estimated cost of \$544,987.

ADJOURN

NOTE: As authorized by Section 551.071 of the Texas Government Code (Consultation with Town Attorney), this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney on any agenda item herein.

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Argyle Town Hall, a place convenient and readily accessible to the general public at all times, and to the Town's website in compliance with Chapter 551, Texas Government Code, on **July 17, 2025, by 5:00 p.m.** and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Erika McComis

Town Secretary



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.



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

July 21, 2025

PRESENTER:

Erika McComis, Town Secretary

ITEM DESCRIPTION:

Consider approval of the June 16, 2025, Town Council Meeting minutes as recorded.

BACKGROUND INFORMATION:

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

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Minutes

RECOMMENDED MOTION AND/OR ACTION:

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

JUNE 16, 2025

REGULAR TOWN COUNCIL MEETING OF THE TOWN OF ARGYLE, TEXAS, HELD ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

MAYOR
COUNCIL MEMBER PLACE 1
COUNCIL MEMBER PLACE 2
COUNCIL MEMBER PLACE 3
COUNCIL MEMBER PLACE 4
MAYOR PRO TEM, PLACE 5

RONALD SCHMIDT
GUSTAV SVEHLA
MARTIN BRADING
CHAD BOYD
CASEY STEWART
CYNTHIA HERMANN

TOWN ATTORNEY

BRENDA MCDONALD

TOWN MANAGER
TOWN SECRETARY

MIKE SIMS
ERIKA MCCOMIS

CALL MEETING TO ORDER

Mayor Schmidt called the meeting to order at 5:33 p.m.

OPEN FORUM

This is an opportunity for the public to address the Town Council on any matter, except public hearings.

No speaker

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 May 19, 2025, Town Council Meeting minutes as recorded.
2. Consider approval of the June 11, 2025, Town Council Workshop minutes as recorded.
3. Discuss and consider a resolution approving a license agreement between the Town of Argyle and the Argyle Youth Sports Association and authorizing the Town Manager to execute said agreement on behalf of the Town of Argyle.
4. Discuss and consider authorizing the Town Manager to issue a Request for Qualifications (RFQ) for Human Resources Services.

5. Discuss and consider authorizing the Town Manager to issue an RFQ for Marketing and Communication Services.
6. Consider approval of Resolution 2025-28 authorizing a professional services agreement with Westwood Professional Services, Inc., for the purpose of providing engineering and design services and the use of funds from the Parkland Dedication Fund for the design of the Argyle Nature Trail.

ACTION: Items 1,2,4,5**APPROVED**

Mayor Pro Tem Hermann moved to approve consent agenda items 1, 2, 4, and 5 as presented. Councilmember Stewart seconded the motion. The motion passed 5-0.

ACTION: Item 3**APPROVED**

Councilmember Stewart moved to approve a license agreement between the Town of Argyle and the Argyle Youth Sports Association. Councilmember Boyd seconded the motion. The motion passed 5-0.

ACTION: Item 6**APPROVED**

Councilmember Stewart moved to approve Resolution 2025-28, authorizing a professional services agreement with Westwood Professional Services, Inc., in an amount not to exceed \$75,000, and authorizing the Mayor to execute the necessary documents. Councilmember Boyd seconded the motion. The motion passed 4-1, with Councilmember Brading opposed.

BOARDS AND COMMISSIONS

7. Discussion on appointing a member to serve in the unexpired term for Place 2 of the Town of Argyle Planning and Zoning Commission.

Council discussed the appointment to fill the unexpired term for Place 2 on the Planning and Zoning Commission, which became vacant following Martin Brading's election to Town Council. After consideration, Council chose to leave the position vacant at this time and allow it to be filled through the next board vacancy application process.

8. Discussion on the appointment process for vacancies on the Argyle Crime Control and Prevention District Board of Directors.

Town Council held a discussion with Chief Jackson regarding the appointment process for vacancies on the Argyle Crime Control and Prevention District Board of Directors. The Council expressed a desire to follow the same appointment process used for all other boards, which includes conducting interviews with applicants. The Town Secretary was directed to coordinate and schedule interviews, with a target timeframe of either July or August.

PUBLIC HEARING ITEMS

9. Hold a public hearing and consider action on Ordinance 2025-19 for a Specific Use Permit (SUP-25-001) for an Amusement, Commercial (Indoor) use in Argyle Landing Lot 92, Block D, located in the F.W. Thornton Survey, Abstract Number 1244, Town of Argyle, Denton County, Texas.

Director Wicks presented the item, accompanied by representatives from McAdams Engineering.

Planning and Zoning Commission recommended approval with the following conditions: (1) That the east building elevation have a minimum of 75% consisting of glass, native stone, clay-fired brick or tile, or a combination of these materials for the exposed exterior wall. (2) That no outdoor badminton/pickleball courts be allowed since the base CR zoning district used by the Argyle Landing PD does not permit Amusement, Commercial (Outdoor) uses. (3) That the size of the street trees be four caliper inches. (4) That the understory trees unable to be planted along Gateway Blvd should be planted somewhere on the property, or an equal payment should be made into the Town's Tree Reforestation Fund.

Public Hearing opened at 6:28 p.m.

Public Hearing closed at 6:28 p.m.

ACTION: Item 9

APPROVED

Councilmember Stewart moved to approve adoption of Ordinance 2025-19 allowing a Specific Use Permit (SUP-25-001) for an Amusement, Commercial (Indoor) use in Argyle Landing Lot 92, Block D, located in the F.W. Thornton Survey, Abstract Number 1244, Town of Argyle, Denton County, Texas with conditions provided by Planning and Zoning Commission. Councilmember Brading seconded the motion. The motion passed 5-0.

ACTION ITEMS

10. Discuss and consider acceptance of the Fiscal Year 2023-2024 Annual Comprehensive Financial Report for the fiscal year ending September 30, 2024, as presented by Vail and Park P.C.

Mike Vail of Vain and Park P.C. presented the Town's annual audit for the fiscal year ending September 30, 2023. The Town received an unmodified or "clean" audit opinion, which is the highest level of assurance provided by external auditors. Total net position for governmental activities increased to approximately \$31.5 million, while the general fund ended the year with an unassigned fund balance of \$3.3 million, or about 38% of general fund expenditures, reflecting strong fiscal health. Revenues exceeded expenditures in the general fund by approximately \$471,000.

The audit also noted compliance with governmental accounting standards and did not identify any material weaknesses or significant deficiencies in internal control. Vail commended staff for their responsiveness and organization throughout the audit process.

ACTION: Items 10

APPROVED

Mayor Pro Tem Hermann moved to accept the Fiscal Year 2023-2024 Annual Comprehensive Financial Report as presented. Councilmember Boyd seconded the motion. The motion passed 5-0.

11. Discuss, consider, and take action on a request from the Argyle Business Association (ABA) to enter into an agreement between the Town of Argyle and ABA for an amount not to exceed \$5,000.

Town Council discussed a request from the Argyle Business Association (ABA), which initially asked the Town to join as a member. Staff explained that, because ABA is a for-profit organization, the Town could not participate as a member in the traditional sense. Instead, staff recommended entering into a partnership through an agreement for marketing and networking services. ABA representative Lynn Seeden was present and expressed her enthusiasm to work with the Town on an agreement tailored to the Town's needs. Council agreed that the partnership with ABA is valuable and supported moving forward with authorizing the Town Manager to negotiate and execute the agreement.

ACTION: Items 11

APPROVED

Councilmember Boyd moved to approve an agreement as negotiated by the Town Manager between the Town of Argyle and Argyle Business Association for an amount not to exceed \$5,000. Councilmember Svehla seconded the motion. The motion passed 5-0.

12. Discuss and consider acceptance of the FY26 budget recommendations of the Argyle Crime Control and Prevention District board of directors.

Council reviewed the proposed Fiscal Year 2026 budget for the Argyle Crime Control and Prevention District (CCPD), presented by Chief Jackson, which outlines anticipated expenditures totaling \$318,970.75. The budget includes funding for special events, community service programs, crime prevention initiatives, equipment purchases (including a fully equipped patrol vehicle and in-car video systems), and officer compensation through STEP raises and certification pay.

ACTION: Items 12

APPROVED

Councilmember Stewart moved to accept the budget recommendations from the Argyle Crime Control Prevention District for Fiscal Year 2026. Councilmember Boyd seconded the motion. The motion passed 4-0.

13. Discuss and consider adoption of Ordinance 2025-18 amending Sections 12.03.001 and 12.03.005 of Article 12.03, "Parking, Stopping or Standing", of Chapter 12, "Traffic and Vehicles", of the Town's Code of Ordinances to prohibit parking of a truck, truck tractor, trailer, boat, boat trailer, portable storage container, or recreational vehicle on certain town streets and rights-of-way, and providing for a penalty. *(Item tabled during May 19 Town Council Meeting)*

ACTION: Items 13

NO ACTION TAKEN

DISCUSSION ITEMS

14. Discussion on a request by the 5T Home Owners Association to restrict parking on the west side of 5T Ranch Road.

Chief Jackson informed Council that members of the 5T Ranch Homeowners Association (HOA) approached the Town with a request to install "No Parking" signs on the west side of 5T Ranch Road, across from the neighborhood's publicly accessible park. The park includes playground equipment and soccer goals and is frequently used by residents for walking and jogging, as well as by youth soccer and football teams, approximately a dozen times per year. During these events, visitors often park on both sides of the road. Bill Reeves, President of the HOA, was present at the meeting and stated that the community has expressed safety concerns regarding children crossing the road, especially with reduced visibility for drivers. He also noted that there is adequate parking available along Appaloosa Run, which could accommodate park visitors and help alleviate the safety concerns and access issues for emergency vehicles. Following the discussion, the Town Attorney stated she would draft an ordinance reflecting the requested parking restrictions to be presented for Council consideration at the July meeting.

Councilmember Boyd left the meeting at 1930 during item 14.

15. Discussion on the intention to issue certificates of obligation and presentation from Hilltop Securities regarding the Town of Argyle's current debt.

Nick Bulaich with Hilltop Securities provided a presentation on the Town's current debt obligations and options for future capital project funding. As of December 31, 2024, the Town of Argyle owes \$8.525 million in principal and \$927,623 in interest through 2041. The Town's debt consists of a mix of Certificates of Obligation (COs) and General Obligation (GO) bonds, primarily repaid through property taxes and, in some cases, sewer fees. In 2025, the Town will make approximately \$1.27 million in debt payments, with annual payments gradually declining to below \$800,000 by

2030. Argyle currently holds an AA+ rating from S&P, one step below the highest AAA rating. He further explained as existing debt is retired, the I&S rate naturally declines, reducing future borrowing capacity unless offset by new debt issuance.

The presentation included a proposed option for Council consideration in July 2025 to issue a short-term note in FY25 to cover pre-construction costs for the law enforcement center. This would position the Town to consider a larger, long-term debt issuance in Spring 2026 to cover associated construction costs. Town Manager Sims advised Council both actions would be structured to maintain the Town's current I&S tax rate and is not being presented for a tax rate increase consideration. Town Manager Mike Sims added that in order to maintain the current I&S tax rate and preserve the Town's debt funding capacity, it would be advisable for the Town to issue debt in Fiscal Year 2027. A proposed timeline was presented to Council showing that initial discussions related to the FY27 long term debt issuance would begin in March 2026.

16. Presentation and discussion of the Fiscal Year 2025 Second Quarter Financial and Investment Report, and the April 2025 Monthly Budget Report.

Town Manager Sims went over the updated second quarter financials, quarterly report, and the current April 2025 monthly financials. The Council thanked staff for the updated report and format.

17. Discussion regarding the Town of Argyle's Fiscal Year 2025-2026 Annual Budget.

Town Manager Sims provided an overview of the calendar for the annual budget process. He noted that the proposed budget is scheduled to be presented to the Town Council in July, followed by a public hearing in August, with final adoption anticipated at the September Council meeting.

18. Discuss an ordinance amendment to Section 14.3.23 Amendments to Zoning Ordinance and Districts, Administrative Procedures, and Enforcement.

Director Wicks advised Council that the discussion was at the request of Councilmember Brading. The discussion focused on the current language that limits the Commission's ability to defer a decision to no more than 90 calendar days from the date the public hearing is first opened. Councilmember Brading expressed concern that this timeframe may not provide the Commission sufficient flexibility for deliberation, particularly in complex cases. This issue was previously highlighted during the review of the Heritage Planned Development District, when the Planning and Zoning Commission tabled the application several times before making a

recommendation. Town Attorney Brenda McDonald confirmed that the 90 day requirement is not found in the state statute and is not legally required. Following the discussion, the Town Council directed staff and the Town Attorney to bring forward a text amendment to remove the reference to 90 calendar days from the ordinance.

ADJOURN

There being no further business, Mayor Schmidt adjourned the meeting at 8:54 p.m.

Ronald Schmidt, Mayor

Erika McComis, Town Secretary

DRAFT



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

July 21, 2025

PRESENTER:

Mike Sims, Town Manager
Bobby Johnston, Director of Public Works

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Consider approval of Resolution 2025-31 Authorizing the Sale of Surplus Property.

BACKGROUND INFORMATION:

At the January Council meeting, the Town Council approved Ordinance 2025-04, authorizing the Town Administrator to execute an interlocal cooperative purchasing agreement between the Town of Argyle and the City of Denton.

Through this agreement, Town staff has selected Royal Auction Group to manage the sale of surplus property. The vehicles and equipment identified for auction have been evaluated and deemed to have reached the end of their useful service life.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue: Based on specific asset sale price
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

- A. Resolution 2025-31
- B. Auction Vehicles

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2025-31 Authorizing the Sale of Surplus Property

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2025-31**

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE OR DISPOSAL.

WHEREAS, certain property has become surplus to the needs of the town.

WHEREAS, the town desires to dispose of said property.

WHEREAS, the Town Council finds that the passage of this Resolution is in the best interest of the citizens of Argyle.

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

- Section 1.** The property described on “Exhibit A” is hereby declared to be surplus.
- Section 2.** The Town Manager or duly authorized agent is hereby authorized and instructed to sell and dispose of the Surplus Property in accordance with state law for the best attainable value.
- Section 3.** All proceeds from the sale of the Surplus Property related to the Police Department shall be deposited in the CCPD Fund and all other proceeds from the sale shall be deposited to the Equipment Replacement Fund.

Section 4. The Mayor, or designee, is hereby authorized to execute all agreements associated with the disposal of the property described in Exhibit A.

PASSED AND APPROVED THIS THE 21st DAY OF JULY 2025.

APPROVED:

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary

Equipment Auction List

<i>Unit #</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>VIN</i>
2131	2014	Ford	F-150	1FTEX1CM1EKD62548
	2005	Big-Tex	12EQ - 18'	16VEX182X52383457
	19??	Stow	Econoroll	
	1998	Park	Dump Trailer	13ZHD1220W1003683
32	2014	Chevrolet	Tahoe	1GNSK2E02ER168417
37	2019	Chevrolet	Tahoe	1GNLCDEC8KR310031
40	2020	Chevrolet	Tahoe	1GNLCDEC3LR166552
	1993	Ford	F-150	1FTEX15N9PKB27159

<i>Odometer</i>	<i>Type</i>
112,165	Extended cab pickup
N/A	Flatbed trailer
N/A	Asphalt roller - small
N/A	Dump trailer
68,565	Police - SUV
80,734	Police - SUV
99,887	Police - SUV
Seizure - no keys	Extended cab pickup



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

July 21, 2025

PRESENTER:

Emmitt Jackson, Chief of Police

ITEM DESCRIPTION:

Discuss, consider, and take action on approval of Ordinance 2025-26 authorizing a funding request from the Argyle Crime Control Prevention District to purchase five (5) speed monitoring devices from All Traffic Solutions and five (5) decorative poles from Centerline Supply for use by the Argyle Police Department.

BACKGROUND INFORMATION:

The Argyle Police Department currently owns four (4) speed monitoring devices which are used to capture vehicle speeds and traffic counts on Town roadways. These devices are rotated periodically.

As the Town and area surrounding it have grown, the number of vehicles on the Town's interior roadways has increased as well. To efficiently monitor this increase in traffic and capture accurate historical speed data and traffic counts, the Argyle Police Department seeks to purchase five (5) speed monitoring devices to permanently installed on the Town's most heavily traveled roadways. These devices will display vehicle speeds to provide visual feedback to drivers.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure: \$24,586.77
- General Ledger Code: 220-5-210-6223
- Proposed Revenue:
- Budget Amendment Required: Yes
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Quote from All Traffic Solutions
Quote from Centerline Supply
CCPD Budget as of July 2025

RECOMMENDED MOTION AND/OR ACTION:

Motion to approve of Ordinance 2025-26 for the purchase of five (5) purchase five (5) speed monitoring devices from All Traffic Solutions and five (5) decorative poles from Centerline Supply for the FY25 budget year.

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2025-26**

BUDGET AMENDMENT

AN ORDINANCE AMENDING THE TOWN OF ARGYLE FISCAL YEAR 2024-25 OFFICIAL BUDGET, ADOPTED BY ORDINANCE NO. 2024-27, APPROPRIATING \$24,586.77 FROM THE CURRENT YEAR REVENUE BALANCE OF THE CRIME CONTROL PREVENTION DISTRICT FUND FOR THE PURPOSE OF FUNDING THE PURCHASE OF FIVE SPEED MONITORING DEVICES; PROVIDING A CUMULATIVE CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle is a type A general law municipality located in Denton County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council of the Town of Argyle previously approved Ordinance number 2024-27, adopting the Official Budget of the Town; and

WHEREAS, the Town Council desires to amend Ordinance Number 2024-27, adopting the Official Budget of the Town, by appropriating \$24,586.77 of current year revenue balance of the Crime Control Prevention District Fund for the purpose of funding the purchase of five speed monitoring devices in the Fiscal Year 2024-2025 Budget.

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

SECTION 1

That the Official Budget of the Town of Argyle, adopted by Ordinance No. 2024-27, is hereby amended by the Town Council by appropriating \$24,586.77 of current year revenue balance of the Crime Control Prevention District Fund for the purpose of funding the purchase of five speed monitoring devices in the Fiscal Year 2024-2025 Budget (**220-5-210-6223**).

The Town Secretary is directed to keep and maintain a copy of such Official Budget, as amended, on file in the office of the Town Secretary available for inspection by citizens and the general public.

SECTION 2

This ordinance shall be cumulative of all provisions of ordinances of the Town of Argyle, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which even the conflicting provisions of the other ordinances are hereby repealed.

SECTION 3

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation in this ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, BY A VOTE OF....., ON THIS THE 21ST DAY OF JULY 2025.

APPROVED:

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary



All Traffic Solutions Inc.
 PO Box 221410
 Chantilly, VA 20153
 Phone: 814-237-9005
 Fax: 814-237-9006
 DUNS #: 001225114
 Tax ID: 25-1887906
 CAGE Code: 34FQ5

QUOTE Q-97492

DATE: 05/14/2025

PAGE NO: 1

Mail Purchase Orders to:
 3100 Research Dr.
 State College, PA
 16801

Contract:
TX-BuyBoard 703-23

Questions contact:
MANUFACTURER:
All Traffic Solutions
 Chris Smith
 x
 csmith@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:
 Argyle PD - TX
 P.O. Box 609
 506 N. Hwy. 377
 Argyle, TX 76226

SHIP TO:
 Argyle PD - TX
 506 N. Hwy. 377
 Argyle, TX 76226
 Attn: Emmitt Jackson

Billing Contact:

PAYMENT TERMS: Net 30
CUSTOMER: Argyle PD - TX
CONTACT:(940) 464-7254

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000561	Shield 12 Speed Display; base unit w/ mounting bracket	5	\$2,849.00	\$14,245.00
4001299	3 Year Warranty	5	\$0.00	\$0.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	5	\$0.00	\$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	5	\$1,500.00	\$7,500.00
4001626	VZW communications prep	5	\$0.00	\$0.00
4001816	Integrated Solar pole mount battery kit (Sh12) 11.5Ah batt, LFP charger & solar controller	5	\$596.70	\$2,983.50
4000659	Solar panel, 50W; includes bracket for pole and harness	5	\$496.74	\$2,483.70
4000641	Shipping and Handling Common Carrier	1	\$500.00	\$500.00
4001192	Discount - Promotion	1	(\$4,000.00)	(\$4,000.00)

Special Notes:	SALES AMOUNT:	\$23,712.20
	TOTAL USD:	\$23,712.20

Duration: This quote is good for 60 days from date of issue.
Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.
Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.
Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R



Quote

Centerline Supply, Inc.
530 Jesse Street
Grand Prairie, TX 75051
United States
P: (800) 321-1751

Quote Number: QTE0046332
Quote Date: 06/13/25

Prepared By: inelson
Sales Rep: TNICHOLS

BILL TO:
ARGYLE, TOWN OF
PO BOX 609
ARGYLE TX 76226

SHIP TO:
BOBBY JOHNSON
TOWN OF ARGYLE
4150 TREY LN
ARGYLE TX 76226

Notes: BUYBOARD CONTRACT #703-23

BOBBY JOHNSON
(940) 464-3449

Customer P.O.	Ship VIA	Terms	Shipping Terms		
BOBBY	CLSDELIVERY	NET30	Freight Destination		
Item Number	Ordered	Unit	Price	Extended Price	
90900-QUOTE BRANDON INDUSTRIES DECORATIVE FLUTED POST - 4" OD	1	EA	\$420.00	\$420.00	
90900-QUOTE BRANDON INDUSTRIES DECORATIVE ACORN TOPPER	1	EA	\$68.43	\$68.43	
90900-QUOTE BRANDON INDUSTRIES BASE COVER	1	EA	\$241.66	\$241.66	
90900-QUOTE P4 BREAKWAY KIT - FOR 4" OD POLES	1	EA	\$241.66	\$241.66	

Quotations are valid for 30 days from the date of quotation.

Net Order:	\$971.75
Discount %:	10%
Less Discount:	\$97.18
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$874.57

Signature: _____

Printed Name: _____

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!
1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.
CENTERLINE SUPPLY, INC. - TOLL FREE (800) 321-1751 - SALES@CLSUSA.COM

7-02-2025 03:12 PM

TOWN OF ARGYLE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2025

PAGE: 1

220-CRIME CNTRL & PREV FUND
 FINANCIAL SUMMARY

83.33% OF YEAR COMP.

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PROJECTED FY END	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>						
SALES TAX	424,435.00	0.00	337,197.14	404,636.56	79.45	87,237.86
OTHER REVENUES	42,500.00	0.00	25,168.25	30,201.90	59.22	17,331.75
TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00
CONTRIBUTION/DONATIONS	0.00	0.00	17,200.00	20,640.00	0.00	(17,200.00)
TOTAL REVENUES	466,935.00	0.00	379,565.39	455,478.46	81.29	87,369.61
<u>EXPENDITURE SUMMARY</u>						
PUBLIC SAFETY ADMIN	431,085.66	13,554.17	372,815.16	447,378.18	86.48	58,270.50
TOTAL EXPENDITURES	431,085.66	13,554.17	372,815.16	447,378.18	86.48	58,270.50
REVENUES OVER/(UNDER) EXPENDITURES	35,849.34	(13,554.17)	6,750.23	8,100.28	18.83	29,099.11

TOWN OF ARGYLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2025

220-CRIME CNTRL & PREV FUND

83.33% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PROJECTED FY END	% OF BUDGET	BUDGET BALANCE
SALES TAX						
220-4012 Sales Tax CCPD	424,435.00	0.00	337,197.14	404,636.56	79.45	87,237.86
TOTAL SALES TAX	424,435.00	0.00	337,197.14	404,636.56	79.45	87,237.86
OTHER REVENUES						
220-4686 Interest Income	42,500.00	0.00	25,168.25	30,201.90	59.22	17,331.75
220-4690 Miscellaneous income	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER REVENUES	42,500.00	0.00	25,168.25	30,201.90	59.22	17,331.75
TRANSFERS IN						
220-4713 Transfer In	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00
CONTRIBUTION/DONATIONS						
220-4810 Contributions	0.00	0.00	0.00	0.00	0.00	0.00
220-4825 Police Donations	0.00	0.00	17,200.00	20,640.00	0.00	(17,200.00)
TOTAL CONTRIBUTION/DONATIONS	0.00	0.00	17,200.00	20,640.00	0.00	(17,200.00)
TOTAL REVENUES	466,935.00	0.00	379,565.39	455,478.46	81.29	87,369.61

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TOWN OF ARGYLE
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2025

PAGE: 3

220-CRIME CNTRL & PREV FUND

83.33% OF YEAR COMP.

PUBLIC SAFETY ADMIN

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	PROJECTED FY END	% OF BUDGET	BUDGET BALANCE
SUPPLIES						
220-5-210-2150 Employee Appreciation/Condolen	0.00	0.00	0.00	0.00	0.00	0.00
220-5-210-2310 Minor Equipment	2,350.00	0.00	2,897.00	3,476.40	123.28 (547.00)
TOTAL SUPPLIES	2,350.00	0.00	2,897.00	3,476.40	123.28 (547.00)
CONTRACTED SERVICES						
220-5-210-3010 Postage	100.00	0.00	0.00	0.00	0.00	100.00
220-5-210-3015 Printing	500.00	0.00	70.06	84.07	14.01	429.94
220-5-210-3016 Newsletter	0.00	0.00	0.00	0.00	0.00	0.00
220-5-210-3050 Special Events	8,000.00	0.00	6,959.90	8,351.88	87.00	1,040.10
220-5-210-3100 Training	2,000.00	0.00	0.00	0.00	0.00	2,000.00
220-5-210-3120 Dues	0.00	0.00	0.00	0.00	0.00	0.00
220-5-210-3210 Other Professional Services	1,000.00	0.00	0.00	0.00	0.00	1,000.00
220-5-210-3211 Lease Financing - Principal	0.00	0.00	0.00	0.00	0.00	0.00
220-5-210-3212 Lease Financing - Interest	0.00	0.00	0.00	0.00	0.00	0.00
220-5-210-3215 Legal Services	0.00	0.00	0.00	0.00	0.00	0.00
220-5-210-3219 Evidence Processing	0.00	0.00	0.00	0.00	0.00	0.00
220-5-210-3225 Community Service	13,000.00	0.00	6,977.20	8,372.64	53.67	6,022.80
220-5-210-3665 Community Service	0.00	0.00	300.00	360.00	0.00 (300.00)
TOTAL CONTRACTED SERVICES	24,600.00	0.00	14,307.16	17,168.59	58.16	10,292.84
CAPITAL OUTLAY						
220-5-210-6110 Vehicles	0.00	0.00	0.00	0.00	0.00	0.00
220-5-210-6210 Equipment Major	177,725.00	0.00	170,357.88	204,429.45	95.85	7,367.12
220-5-210-6221 In Car Video Systems	20,817.67	0.00	20,817.66	24,981.19	100.00	0.01
220-5-210-6223 Equipment	42,942.99	0.00	28,893.76	34,672.51	67.28	14,049.23
220-5-210-6310 Buildings	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	241,485.66	0.00	220,069.30	264,083.15	91.13	21,416.36
TRANSFERS						
220-5-210-7110 Transfers Out	162,650.00	13,554.17	135,541.70	162,650.04	83.33	27,108.30
TOTAL TRANSFERS	162,650.00	13,554.17	135,541.70	162,650.04	83.33	27,108.30
TOTAL PUBLIC SAFETY ADMIN	431,085.66	13,554.17	372,815.16	447,378.18	86.48	58,270.50
TOTAL EXPENDITURES	431,085.66	13,554.17	372,815.16	447,378.18	86.48	58,270.50
REVENUES OVER/(UNDER) EXPENDITURES	35,849.34 (13,554.17)	6,750.23	8,100.28	18.83	29,099.11

*** END OF REPORT ***

Town of Argyle Financial Dashboard
 Fiscal Year Overview:
 Period Ending:

FY25
 April 30, 2025

58% of the fiscal year



Crime Control & Prevention District (CCPD)

Revenue Summary

	Original Budget	Amended Budget	April 2025 Actuals	YTD Actuals	% of Amended Budget
Sales Tax	424,435	424,435	34,512	299,604	71%
Interest Revenues	42,500	42,500	2,434	22,540	53%
Police Donations	-	-	-	15,300	0%
Total Revenue	466,935	466,935	36,946	337,445	72%

Expenditure Summary

	Original Budget	Amended Budget	April 2025 Actuals	YTD Actuals	% of Amended Budget
Supplies	2,350	2,350	-	2,897	123%
Contracted Services	24,600	24,600	6,990	14,307	58%
Capital Outlay	241,486	241,486	249	173,048	72%
Transfers Out	162,650	162,650	13,554	94,879	58%
Total Expenditures	431,086	431,086	20,794	285,131	66%

Surplus (Deficit)	35,849	35,849	16,153	52,314
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Fund Balance Summary

CCPD Fund Balance 09-30-2024 Audit	611,471	611,471	611,471	611,471
Surplus or Deficit (from above)	35,849	35,849	16,153	52,314
Estimated CCPD Fund Balance	647,320	647,320	627,624	663,785



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

July 21, 2025

PRESENTER:

Erika McComis, Town Secretary/Town Treasurer

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Consider approval or Resolution 2025-32 suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor.

BACKGROUND INFORMATION:
PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the Town to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the Town, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the Town to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the Town fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

DISCUSSION

The Town of Argyle is a member of a 170-Town coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by Town resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The Town is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final Town action to increase the time that the Town retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the Town must take final action on Oncor's request to raise rates by July 31, 2025.

Section 2. This provision authorizes the Steering Committee, consistent with the Town's resolution approving membership in the Steering Committee, to act on behalf of the Town at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the Town cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual Town incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed. Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the Town's action by sending a copy of the approved and signed resolution to certain designated individuals.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2025-32 as presented.

RESOLUTION NO. 2025-32

RESOLUTION OF THE TOWN OF ARGYLE SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY’S REQUESTED RATE CHANGE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the Town of Argyle a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the Town of Argyle is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”) and will cooperate with the 170 similarly situated Town members and other Town participants in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the July 31, 2025, effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the Town’s resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the Town or Public Utility Commission.

3. That the Town’s reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 21st day of July, 2025.

Ronald Schmidt
Mayor, Town of Argyle

ATTEST:

Erika McComis, MMC
Town Secretary, Town of Argyle



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

January 21, 2025

PRESENTER:

Bobby Johnston, Director of Public Works

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Consider approval of Resolution 2025-30 endorsing the implementation of a continuing pretreatment program as required by 40 CFR 403 (Code of Federal Regulations) for the Denton Creek Regional Wastewater System of the Trinity River Authority.

BACKGROUND INFORMATION:

In order to comply with the requirements of the Environmental Protection Agency and as a contracting party of the Trinity River Authority, 40CFR 403.9 (b) requires a statement or resolution endorsing the implementation of a pretreatment program as long as 40CFR403 remains in effect.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Resolution 2025-30

.

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2025-30 endorsing the implementation of a pretreatment program as required by the Code of Federal Regulations

RESOLUTION NO. 2025-30

A RESOLUTION OF THE TOWN OF ARGYLE, TEXAS, ENDORSING THE IMPLEMENTATION OF A CONTINUING PRETREATMENT PROGRAM AS REQUIRED BY 40 CFR 403 FOR THE DENTON CREEK REGIONAL WASTEWATER SYSTEM.

Preamble

WHEREAS, on June 26, 1978, the United States Environmental Protection Agency published a rule (Amended January 28, 1981) which established mechanisms and procedures for enforcing National Pretreatment Standards controlling the introduction of wastes from non-domestic sources into Publicly Owned Treatment Works (POTWs); and

WHEREAS, this rule, 40 CFR 403, requires that a Pretreatment Program be developed for the Regional Wastewater System, and

WHEREAS, the Trinity River Authority of Texas, as the owner and operator of a POTW, must comply with rule 40 CFR 403; and

WHEREAS, the Town, as a contracting party of the Regional Wastewater System, has entered into a Wastewater Contract with the Trinity River Authority of Texas whereby the Town has enacted ordinances that are necessary to implement and enforce the National Pretreatment Standards; and

WHEREAS, 40 CFR 403.9 (b) requires a statement or resolution reflecting the endorsement or approval of the local boards or councils responsible for supervising and/or funding the POTW;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF ARGYLE

That the Town of Argyle hereby endorses the implementation of a pretreatment program as required by 40 CFR 403 for the Regional Wastewater System with such program to continue as long as 40 CFR 403 remains in effect.

RESOLUTION NO. 2025-30

Adopted the _____ day of _____

Mayor, Town of Argyle

ATTEST:

Secretary

APPROVED AS TO FORM:

Town Attorney



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

January 21, 2025

PRESENTER:

Bobby Johnston, Director of Public Works

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Consider adoption of Ordinance 2025-20 amending Article 13.04 "Discharge of Commercial and Industrial Waste into Sanitary Sewer" in Chapter 13 "Utilities" of the Town's Code of Ordinances to comply with State and Federal Law.

BACKGROUND INFORMATION:

The Trinity River Authority (TRA) and the City of Denton, Texas, treat wastewater from the Town and require the Town to adopt certain regulations relating to the discharge of commercial and industrial waste in the Publicly Owned Treatment Works (POTW). While the Town does not currently have any such discharges, this provision shall become applicable should any industrial or commercial development take place.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

- A. Ordinance 2025-20
- B. Enforcement Response Plan

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Ordinance 2025-20 Pretreatment Program amending article 13.04 of the Town Code of Ordinances

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2025-20**

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, AMENDING ARTICLE 13.04 “DISCHARGE OF COMMERCIAL AND INDUSTRIAL WASTE INTO SANITARY SEWER” IN CHAPTER 13 “UTILITIES” OF THE TOWN’S CODE OF ORDINANCES TO COMPLY WITH STATE AND FEDERAL LAW; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS/REPEALING CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle, Texas, is a Type A – General Law Municipality in Denton County, Texas (the “Town”); and

WHEREAS, the Town discharges sanitary sewer into systems operated by the Trinity River Authority of Texas and the City of Denton, Texas (collectively the “Control Authority”); and

WHEREAS, the Control Authority has requested amendments to the Town’s Code of Ordinances relating to the discharge of commercial and industrial waste to comply with state and federal laws; and

WHEREAS, the Town Council has determined that it is in the best interest of the public health, safety, and welfare of the citizens of Argyle to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS: SECTION 1: That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. That Article 13.04 “Discharge of Commercial and Industrial Waste into Sanitary Sewers” in Chapter 13 “Utilities” in the Code of Ordinances is repealed in its entirety and replaced with the following:

DIVISION I. GENERAL PROVISIONS

Sec. 13.04.001 Purpose and Policy

The Trinity River Authority of Texas and the City of Denton, Texas, treat wastewater from the Town and require the Town to adopt certain regulations relating to the discharge of commercial and industrial waste in the Publicly Owned Treatment Works (POTW). This article sets forth uniform requirements for Users of the and enables the Town to comply with all applicable State and Federal laws, including the Clean Water Act, codified in 33

U. S. Code § 1251, *et seq.* and the General Pretreatment Regulations in 40 C. F. R. Part 403. The objectives of this article are:

- (a) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;
- (b) To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;
- (c) To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- (d) To promote reuse and recycling of industrial wastewater and sludge from the Publicly Owned Treatment Works;
- (e) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Publicly Owned Treatment Works; and
- (f) To enable the Control Authority to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

Sec. 13.01.002 Scope

(a) This article shall apply to all Users of the Publicly Owned Treatment Works. The article authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting to determine among other things, the quantity and quality of wastewater; requires Users to install pretreatment as needed; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(b) Industrial users within the jurisdiction of this article shall comply with all Federal General Pretreatment regulations and with those Federal Categorical Pretreatment Standards applicable to each. (Title 40, Chapter I, Subchapter N, parts 403-471).

(c) Industrial users within the jurisdiction of this article shall comply with all applicable sections of Chapter 26 of the Texas Water Code.

Sec. 13.04.003 Authority

Except as otherwise provided herein, the Town Administrator or designee shall administer, implement, and enforce the provisions of this article.

Sec. 13.04.004 Abbreviations

The following abbreviations, when used in this article, shall have the designated meanings:

BOD – Biochemical Oxygen Demand
 BMP – Best Management Practice
 BMR – Baseline Monitoring Report
 CFR – Code of Federal Regulations
 CIU – Categorical Industrial User
 COD – Chemical Oxygen Demand
 EPA – U.S. Environmental Protection Agency
 gpd – gallons per day
 IU – Industrial User
 mg/L – milligrams per liter
 NAICS – North American Industrial Classification System
 NPDES – National Pollutant Discharge Elimination System
 NSCIU – Non-Significant Categorical Industrial User
 POTW – Publicly Owned Treatment Works
 RCRA – Resource Conservation and Recovery Act
 SIC – Standard Industrial Classification
 SIU – Significant Industrial User
 SNC – Significant Noncompliance
 TCEQ – Texas Commission on Environmental Quality
 TPDES – Texas Pollutant Discharge Elimination System
 TRA – Trinity River Authority
 TSS – Total Suspended Solids
 TTO – Total Toxic Organics
 U.S.C. – United States Code

Sec. 13.04.005 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the following meanings.

Abnormal strength wastewater (For Users discharging to the City of Denton Pecan Creek Wastewater Treatment Plant only). Any wastewater having a suspended solids, BOD, COD, chlorine demand or total phosphate concentration in excess of that found in normal strength wastewater.

Act or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 *et seq.*

Approval Authority. The regional administrator of the EPA, or the director of a state agency delegated to act on the EPA's behalf with an approved pretreatment program. (Example, the Executive Director of the Texas Commission on Environmental Quality (TCEQ)).

Authorized Representative of the User.

- (1) If the user is a corporation:
 - (A) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - (B) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- (2) If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- (3) If the user is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- (4) The individuals described in paragraphs 1 through 3, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Town.

Biochemical Oxygen Demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (e.g., mg/l).

Best Management Practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the

prohibitions listed in Section 13.04.007 and 13.04.009 and 40 CFR 403.5(a)(1) and (b). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Building. Any structure used or intended for supporting or sheltering any use or occupancy.

Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

Categorical Industrial User (CIU). An Industrial User subject to a categorical Pretreatment Standard or Categorical Standard.

Chlorine demand. The difference between the amount of chlorine added to water, wastewater or industrial wastes and the amount of residual chlorine remaining at the end of a twenty minute contact period.

COD, denoting chemical oxygen demand. The measure of the oxygen equivalent of that portion of the organic matter in a sample that is susceptible to oxidation by a strong chemical oxidant.

Composite Sample. A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a **time composite sample**: composed of discrete sample aliquots collected at constant time intervals providing a sample irrespective of stream flow; or as a **flow proportional composite sample**: collected either as a constant sample volume at time intervals proportional to flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.

Control Authority. Trinity River Authority of Texas and or the City of Denton as holders of the respective TPDES permit.

Daily discharge. The discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the “daily discharge” is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the “daily discharge” is calculated as the average measurement of the pollutant over the day.

Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily

Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

Environmental Protection Agency or EPA. The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

Existing Source. Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

Extrajurisdictional user. A User the Town has determined requires a permit to discharge, other than a local government, which is located outside the jurisdiction of the Town, and which discharges or plans to discharge to the POTW.

Flow rate. The quantity of wastewater that flows past a particular point in a certain period of time.

Grab Sample. A sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

Industrial/commercial wastewater surcharge. A charge, as set forth in this Code, levied on industrial/commercial users of the sewage treatment works for the additional costs of treating wastewater discharges of abnormal strength wastewater.

Instantaneous Maximum Allowable Discharge Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interfere. The Inhibition or disruption of the wastewater system which contributes to a violation of any requirement of this article.

Interference. A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the Control Authority's TPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource

Conservation and Recovery Act (RCRA); 40 CFR 503 sludge regulations; any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act and 30 TAC 312; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Medical Waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Monthly Average. The highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

Natural outlet. Any outlet into a watercourse, ditch, lake or other body of surface water or groundwater.

North American Industry Classification System (NAICS). Is a system used by the Federal Government for collecting and organizing industry-related statistics. The NAICS codes are updated every five years to stay current with industry developments.

NPDES (National Pollutant Discharge Elimination System). National Pollutant Discharge Elimination System permit program of the Environmental Protection Agency, and/or the permit program of the state agency delegated to act on EPA’s behalf with an approved pretreatment program (e.g. TPDES or Texas Pollutant Discharge Elimination System).

New Source.

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - (A) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - (B) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - (C) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the

existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(B) or (C) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
- (A) Begun, or caused to begin, as part of a continuous onsite construction program
- (i) any placement, assembly, or installation of facilities or equipment; or
- (ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
- (B) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Noncontact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Normal Strength Wastewater (For Users discharging to the City of Denton Pecan Creek Wastewater Treatment Plant only). Wastewater which, when analyzed by the Town, shows by weight a daily average of not more than two thousand eight-five (2,085) pounds per million gallons (two hundred fifty (250) milligrams per liter) of suspended solids and two thousand eighty-five (2,085) pounds per million gallons (two hundred fifty (250) milligrams per liter) of BOD and two thousand eight-five (2,085) pounds per million gallons (two hundred fifty (250) milligrams per liter) and which is otherwise acceptable into a public sewer under the terms of this article.

Normal Wastewater(For Users discharging to the TRA Denton Creek Regional Wastewater System only). Wastewater which the average concentration of suspended solids and five-day BOD does not exceed 250 mg/l each.

Pass Through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Control Authority's TPDES permit, including an increase in the magnitude or duration of a violation.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities. The masculine gender shall include the feminine and the singular shall include the plural except as otherwise indicated by the context.

pH. A measure of the acidity or alkalinity of a solution, expressed as the logarithm of the reciprocal of the hydrogen ion concentration in gram equivalents per liter of solution (standard units).

Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

Pretreatment Standards or National Pretreatment standard or Standards. Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.

Process Wastewater. Water that comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, waste product, or wastewater; and/or as defined in a National Pretreatment Standard.

Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 13.04.007 and 13.04.009 of this article.

Publicly Owned Treatment Works or POTW. A “treatment works,” as defined by Section 212 of the Act (33 U.S.C. §1292) which is owned by the Town of Argyle, the City of Denton or the Trinity River Authority. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. For the purposes of the chapter, “POTW” shall also include any sewers that convey wastewater to the POTW from persons outside the Town who are, by contract or agreement with the Town, and users of the Town’s wastewater collection system. The term also means the municipality as defined in Section 502(4) of the Act which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

Public nuisance. All sewage, human excreta, wastewater, or other organic wastes deposited, stored, discharged or exposed in such a way as to be a potential instrument or medium in the transmission of disease to or between any person or persons.

Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Sewage. Water which contains, or which has been in contact with, organic and inorganic contaminants such as human or animal wastes, vegetable matter, laundry and dishwashing detergents, and other waste products.

Sewer. A pipe or conduit for carrying wastewater.

Shall is mandatory; May is permissive.

Significant Industrial User.

(1) SIUs

(A) A user subject to categorical pretreatment standards; or

(B) A user that:

- (i) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
- (ii) Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

(iii) Is designated as such by the Town on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(C) Upon a finding that a user meeting the criteria in Subsection (B) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Town may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

(2) NSCIUs

(A) The Town may determine that an Industrial User subject to categorical Pretreatment Standards is a Non-Significant Categorical Industrial User (NSCIU) rather than a Significant Industrial User (SIU) on a finding of any of the three criteria below:

- (i) The Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard);
- (ii) The Industrial User is required by a categorical Pretreatment Standard not to discharge categorical wastewater unless the Town has determined there is no potential for the Industrial User to discharge the prohibited categorical wastewater;
- (iii) The Industrial User is subject to numeric categorical Pretreatment Standard(s) and does not discharge categorical wastewater unless the Town has determined there is no potential for the Industrial User to discharge categorical wastewater;

(B) The following conditions must be met for an Industrial User classified as a NSCIU:

- (i) The Industrial User, prior to Town's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
- (ii) The Industrial User annually submits the certification statement required in Section 13.04.056(c), together with any additional information necessary to support the certification statement; and
- (iii) The Industrial User never discharges any untreated concentrated wastewater.

Slug Load or Slug Discharge. Any pollutant discharge at a flow rate or concentration which could cause a violation of the specific prohibitions under section 13.04.007 and 13.04.009. Any discharge of a non-routine, episodic nature, including but not limited to accidental spill or a non-customary batch discharge. , which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

Standard Industrial Classification (SIC) Code. A classification pursuant to the *Standard Industrial Classification Manual* issued by the United States Office of Management and Budget.

Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

Total Toxic Organics. The sum of the masses or concentration of the toxic organic compounds found in industrial users' discharge at a concentration greater than 0.01 mg/L and considered to be toxic by the Town Administrator or Control Authority. Only those parameters reasonably suspected to be present, at the discretion of the Town Administrator, if any, shall be analyzed for with non-categorical industries. With Categorical industries, TTOs will be sampled for as stipulated in the particular category or those parameters reasonably suspected to be present, at the discretion of the Town Administrator, where not stipulated.

Town. The Town of Argyle, Texas or the Town Council.
Trinity River Authority Denton Creek Regional Wastewater System. The wastewater treatment facility operated by the Trinity River Authority of Texas.

User or Industrial User (IU). A source of indirect discharge.

Town Administrator. The Town Administrator of the Town of Argyle, or designee.

Toxic substance. Any substance, whether gaseous, liquid or solid, which, when discharged to the sanitary sewer in sufficient concentrations, as determined by the Town Administrator, may be hazardous to sewer maintenance and personnel, tend to interfere with any wastewater treatment process or to constitute a hazard to human beings or animals or to inhibit aquatic life or to create a hazard to recreation in the receiving waters of the effluent from a wastewater treatment.

User Charge. A charge levied on users of the wastewater system for the capital cost, as well as the operation and maintenance of such works, as set forth in this Code.

Wastewater Discharge Permit. A permit required of a significant industrial user to deposit or discharge waste into any wastewater system under the jurisdiction of the Town.

Waste. Rejected, unutilized or superfluous substances in liquid, gaseous or solid form resulting from domestic, agricultural or industrial activities.

Wastewater Treatment Plant or Treatment Plant. That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Sec. 13.04.006 National Categorical Pretreatment Standards

The categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

- (a) Where a categorical pretreatment standard is expressed in terms of either the mass or the concentration of a pollutant in wastewater, Town Administrator may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c)(1)-(4).
- (b) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, Town Administrator shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).
- (c) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- (d) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

Sec. 13.04.007 Prohibited Discharge Standards for those Users that Discharge to the Trinity River Authority Denton Creek Regional Wastewater System

- (a) General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference.

These general prohibitions apply to all users of the POTW, whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.

- (b) Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
- (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;
 - (2) Wastewater having corrosive properties capable of causing damage or injury to structures, equipment and/or personnel of the POTW, as per the specific prohibition in the applicable local limits in Section 13.04.008. In no case shall wastewater containing a pH less than 5.5 or more than 11.0 be discharged;
 - (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference, blockage, or damage to the POTW.
 - (4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
 - (5) Wastewater having a temperature greater than 150°F (65°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);
 - (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference and/or pass through; and in amounts specified in section 13.04.008
 - (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - (8) Trucked or hauled pollutants, except at discharge points designated by the Town Administrator and the Control Authority in accordance with Section 13.04.019;
 - (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;

- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the applicable TPDES permit;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
- (12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, and unpolluted wastewater, unless specifically authorized by the Town Administrator
- (13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (14) Medical wastes, except as specifically authorized by the Town Administrator, that do not cause or contribute to Pass Through and/or Interference.
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- (17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than that specified in the applicable local limits in Section 13.04.008;
- (18) A discharge of water, normal domestic wastewater, or industrial waste that which in quantity of flow exceeds, for a duration of longer than fifteen minutes, more than four times the average twenty-four-hour flow during normal operations of the industry;
- (19) Insecticides and herbicides in concentrations that are not amenable to treatment;
- (20) Garbage that is not properly shredded to such an extent that all particles will be carried freely under the flow conditions normally prevailing in wastewater mains, with no particle having greater than one-half (1/2") inch cross-sectional dimension;
- (21) Wastewater or industrial waste generated or produced outside the Town, unless approval in writing from the Town Administrator has been given to the person discharging the waste; or,

- (22) Without the approval of the Town Administrator, a substance or pollutant other than industrial waste, normal domestic wastewater, septic tank waste or chemical toilet waste that is of a toxic or hazardous nature, regardless of whether or not it is amenable to treatment, including but not limited to bulk or packaged chemical products.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

Sec. 13.04.008 Local Limits for those Users that Discharge to the Trinity River Authority Denton Creek Regional Wastewater System

- (a) The following pollutant limits are established to protect against pass through and interference and apply at the point where the wastewater is discharged to the POTW. No person shall discharge or cause or permit to be discharged, wastewater containing in excess of the following instantaneous or daily maximum allowable discharge limits into the POTW:

(1) Toxic Pollutants specified in the following table:

Toxic Pollutant	TRA DCRWS Instantaneous Maximum Allowable Discharge Limit (mg/L)
Cadmium	0.047
Chromium	10.0
Copper	3.51
Cyanide	1.0
Lead	0.22
Mercury	0.005
Nickel	2.98
Zinc	2.99
Oil and Grease	100
pH	5.5 to 11.0 Standard Units

All concentrations for metallic substances are for "total" metal unless indicated otherwise.

Sec. 13.04.009 Prohibited Discharge Standards for those Users that Discharge to the City of Denton Pecan Creek Wastewater Treatment Plant

(a) **General Prohibitions.** It shall be unlawful for any person to discharge or cause to be discharged into the POTW or into a natural outlet materials, waters or wastewater, if such substances may cause pass through or interference or have an adverse effect on the environment or may otherwise endanger life, health or

property or constitute a public nuisance, including oxygen-demanding pollutants (BOD, etc.). In determining the acceptability of substances for discharge into the wastewater system, the Town shall give consideration to such factors as the quantities of subject substances in relation to flows and velocities in the wastewater system, materials of which the wastewater system is constructed, nature of the wastewater treatment process, capacity of the wastewater treatment plant, degree of treatability of the substances in the wastewater treatment plant and such other factors which may be pertinent to such evaluation.

(b) Specific Prohibitions. No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

- (1) Any liquids, solids or gases, including but not limited to gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides or any other, substances which are a fire or other hazard to the system, which by reason of their nature or quantity are or may be sufficient either alone or by interaction with other substances to cause fires, explosions or be injurious in any other way to the facilities or operation of the wastewater system including waste streams with a closed-cup flash point of less than one hundred forty (140) degrees Fahrenheit [sixty (60) degrees Celsius] using the test methods specified in 40 CFR 261.21;
- (2) Any substance which causes two (2) successive readings on an explosion hazard meter to be more than five (5) percent or any single reading over ten (10) percent of the lower explosive limit (LEL) of the meter as measured at the point where the wastewater is discharged into the wastewater system;
- (3) Any wastewater having a pH less than five (5), greater than twelve point five (12.5) or any wastewater having any other corrosive property capable of causing damage or hazard to the wastewater system or any person;
- (4) Any wastewater containing toxic substances in sufficient quantity that may, either singly or by interaction with other substances, injure or cause interference with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the effluent waters of the wastewater system or exceed the limitation set forth in the categorical pretreatment standards. A toxic substance shall include but not be limited to any substance identified pursuant to Section 307(a) of the Act;
- (5) Any substance discharged into the wastewater system, such as residues, sludges or scums, which causes interference with the reclamation process or any substance which causes the wastewater system to be in noncompliance with sludge use or disposal guidelines or regulations developed under Section

405 of the Act or any guidelines or regulations affecting sludge use or disposal promulgated pursuant to the Solid Waste Disposal Act, the Clean Air Act and the Toxic Substances Control Act, as amended by the U.S. Congress;

- (6) Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (150°F) or sixty-five degrees Celsius (65 °C). If, in the opinion of the Town, lower temperatures of such wastewater could harm either the wastewater system, wastewater treatment process, equipment or have an adverse effect on the receiving stream or could otherwise endanger life, health or property or constitute a public nuisance, then the Town may prohibit such discharges. In no case, wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred and four degrees Fahrenheit (104°F) forty degrees Celsius(40 °C);
- (7) Any wastewater containing fats, wax, grease or oils, whether emulsified or not, in excess of two hundred (200) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two degrees Fahrenheit (32°F) zero degrees Celsius (0°C) and one hundred fifty degrees Fahrenheit (150°F) sixty-five degrees Celsius (65°C) and which might cause obstruction of flow in the POTW resulting in interference;
- (8) The Town may reject any waste which does not meet the requirements of this article. The Town may require any information from an industrial user necessary to determine the characteristics of the User's wastewater discharge prior to the commencement of such discharge to the POTW. The Town may deny or condition new, increased or changed contributions;
- (9) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- (10) Trucked or hauled pollutants, except at discharge points designated by the Town.

Sec. 13.04.010 Local Limits for those Users that Discharge to the City of Denton Pecan Creek Wastewater Treatment Plant

It shall be unlawful for any person to discharge into the wastewater system, unless such discharge is allowed under the provisions of 13.04.105(b)(2) any of the following:

- (a) The following pollutant limits apply at the point where the wastewater is discharged to the POTW and are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following daily maximum:

Pollutants	City of Denton Daily Maximum Discharge Limits (mg/L)
	Composite Values
Aluminum	137.45
Arsenic	0.12
Cadmium	0.08
Chromium	2.19
Chromium(VI)	0.66
Copper	0.84
Cyanide	0.36
Lead	0.51
Mercury	0.0006
Molybdenum	1.18
Nickel	1.10
Selenium	0.09
Silver	0.13
Zinc	0.96

All concentrations for pollutants are for "total" values unless otherwise indicated.

- (b) Other metals not listed in subsection 13.04.010(a) of this section which will, in the opinion of the Town Administrator, damage the wastewater system or interfere with the treatment process;
- (c) Toxic organics found in quantifiable concentration greater than 0.01 mg/l (10 ppb) shall not total more than 2.13 mg/l for any discharge. Any organic compound considered toxic by the Town Administrator and reasonably expected to be found in the industrial user's discharge may be included in the calculations of total toxic organics if detected in any industry's discharge in quantifiable concentration greater than 0.01 mg/l
- (d) Any radioactive wastes or isotopes into the public wastewater system without permission of the Town Administrator;
- (e) Quantities of flow, concentrations or both which constitute a slug;
- (f) Materials or substances which cause:
 - (1) Concentrations of suspended solids or BOD in excess of two hundred fifty (250) mg/l;

- (2) Concentrations of phosphorous exceeding five (5) mg/l;
- (3) Discolorations, such as but not limited to dye waters and vegetable tanning solution;

(g) Waters contaminated by petroleum fuel or petroleum substances according to the following effluent limitations (TPDES GENERAL PERMIT NO. TXG 830000; under provisions of Section 402 of the Clean Water Act and Chapter 26 of the Texas Water Code):

Pollutants	City of Denton Daily Maximum Discharge Limits (mg/L)
	Composite Values
Total Petroleum Hydrocarbons (TPH)	15
Total Lead	0.10
Benzene	0.005
Total BTEX	0.10
Polynuclear Aromatic Hydrocarbons (PAH)	0.01
MTBE	0.24

- (1) The above constituents shall be measured or analyzed as follows:
 - (A) TPH must be analyzed using Texas method 1005.
 - (B) BTEX shall be measured as the sum of benzene, toluene, ethylbenzene, and total xylenes (EPA Method 8260 B).
 - (C) PAH shall be measured as the sum of acenaphthene, acenaphthylene, anthracene, benzo(a)anthracene, benzo(b)fluoranthene, benzo(k)fluoranthene, benzo(ghi)perylene, benzo(a)pyrene, chrysene, dibenzo(a,h)anthracene, fluoranthene, fluorine, indeno(1,2,3-cd)pyrene, naphthalene, phenanthrene, and pyrene.
 - (D) MTBE, as referenced above, is methyl tert-butyl ether.
- (h) The pollutant limits in (b) through (g) of this section will be applied to industrial users through inclusion in an wastewater discharge permit when the Town Administrator determines that the pollutant(s) is reasonably expected to be present in the industrial user's discharge

Sec. 13.04.011 Discharge of waters not containing wastewater

- A. It shall be unlawful for any person to discharge unpolluted waters into the wastewater system. Except with the approval of the Town Administrator or as otherwise provided in this article, no stormwater connection from any building or yard nor any drain from any catch basin, lake, swamp, or pond nor any outlet for surface water, stormwater or groundwater of any kind shall be connected to the wastewater system.
- B. Within any area served by a separate sanitary sewer and a storm sewer, no stormwater shall be allowed to enter the sanitary sewer from waste or vent pipes of any building. Within any such area no downspout, roof leaders, gutters, other pipes or drains such as channels which may at any time carry stormwater, surface drainage derived from hydraulic pressure or from well points or lake water shall be connected with any sanitary sewer.

Sec. 13.04.012 Town's Right of Revision

The Town reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

Sec. 13.04.013 Dilution

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Town Administrator may impose mass limitations on Users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

Sec. 13.04.014 Plant Loading for those Users that Discharge to the Trinity River Authority Denton Creek Regional Wastewater System

No industry shall discharge wastewater containing a BOD or TSS loading that causes the Town's prorata share of the total BOD or TSS loading to the POTW System to exceed the Town's pro rata share of the total flow to the POTW System. (Example: If the Town contributes 25% of the total wastewater flow to the System, the Town's cumulative BOD or TSS loading to the System, as measured at the Town's points of entry to the System, shall not exceed 25% of the total BOD or TSS loading to the System.)

Any industry with a wastewater strength that will cause the Town's cumulative wastewater loading, at the Town's points of entry, to exceed the Town's pro rata share of the total wastewater loading based upon flow shall be required to install pretreatment facilities to reduce its wastewater strength to an acceptable level.

Sec. 13.04.015 Control Manhole

As a prerequisite to receiving an industrial/commercial wastewater discharge permit, the wastewater operator may, when necessary to monitor wastewater discharged into the sewage system, require an industrial/commercial user to install a suitable control manhole, together with such meters, equipment and appurtenances as deemed necessary by the wastewater operator, in order to adequately sample and measure such wastewater. All required control manholes shall be located so as to permit unrestricted access by the wastewater operator or his or her representatives.

Sec. 13.04.016 Pretreatment Facilities

Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Sections 13.04.007 and 13.04.009 of this article within the time limitations specified by EPA, the State, the Control Authority, or the Town Administrator, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Town Administrator for review, and shall be acceptable to the Town Administrator before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the Town Administrator under the provisions of this article.

Sec. 13.04.017 Additional Pretreatment Measures

- (a) Whenever deemed necessary, the Town Administrator may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and require such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this article.
- (b) The Town Administrator may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- (c) Grease, oil, and sand interceptors shall be provided when, in the opinion of the Town Administrator, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential Users. All interception units shall be of type and capacity approved by Town Administrator and shall be so located

to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the User at their expense.

- (d) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter, or other control device as deemed necessary by the Town Administrator.
- (e) The Town Administrator may develop Best Management Practices (BMPs) and require Users to implement such BMPs if necessary to protect the POTW. Such BMPs would be supplemental and not used as a replacement for compliance with Local Limits listed in Sections 13.04.008 and 13.04.010 or Prohibited Discharge Standards in Sections 13.04.007 and 13.04.009.

Sec. 13.04.018 Accidental Discharge/Slug Control Plans

The Town Administrator shall evaluate whether each permitted significant industrial user needs an accidental discharge/slug control plan or other action to control Slug Discharges no later than (1) one year of the SIU determination. The Town Administrator may require any User to develop, submit for approval, and implement such a plan. All the activities associated with Slug Control evaluation and results are to be kept in the Industrial User file. An accidental discharge/slug control plan shall address, at a minimum, the following:

- (a) Description of discharge practices, including non-routine batch discharges;
- (b) Description of stored chemicals;
- (c) Procedures for immediately notifying the Town Administrator and Control Authority of any accidental or slug discharge, as required by Section 13.04.076; and
- (d) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

Sec. 13.04.019 Hauled Wastewater

- (a) Septic tank waste may be introduced into the POTW only at locations designated by the Town Administrator and Control Authority, and at such times as are established by the Town Administrator and Control Authority. The Town

Administrator and/or Control Authority may require septic tank waste haulers to obtain wastewater discharge permits.

- (b) Septic tank waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of generator, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

Sec. 13.04.020 Applicability of More Stringent Regulations

- (a) Federal law changes. It is the intent of the Town Council that all Users follow all federal and state laws and if national pretreatment standards, categorical or otherwise, more stringent than the discharge limits prescribed in this article are promulgated by the Environmental Protection Agency for certain industries, the more stringent federal pretreatment standards shall be adopted by future ordinance or incorporated as if set forth full in the Article, upon written notice of that promulgation to the affected industrial user. Any violation of the more stringent national pretreatment standards subsequent to that written notice to an industrial user will also be considered a violation of this Article.
- (b) Applicability of more stringent discharge limits. An industrial user within the Town who discharges industrial waste ultimately received and treated by another governmental entity pursuant to a wholesale wastewater contract or a reciprocal agreement with the Town is subject to the following additional rules, upon written notice of more stringent discharge limits that apply to the other governmental entity, provided that written notice shall not be required if the Town adopts ordinances incorporating said additional rules or if federal or state law requires that such additional rules be followed :
- (1) If the governmental entity has more stringent discharge limits than those prescribed by this Article, or by a discharge permit issued hereunder, because the Environmental Protection Agency requires the more stringent discharge limits as part of the governmental entity's wastewater pretreatment program, the more stringent discharge limits shall prevail.
 - (2) The Town Administrator is authorized to issue a discharge permit to an industrial user affected by Subsection (1), to ensure notice of and compliance with the more stringent discharge limits. If the industrial user already has a discharge permit, the Town Administrator may amend the permit to apply and enforce the more stringent discharge limits. An industrial user shall submit to the Town Administrator an expected compliance date and an installation schedule if the more stringent discharge limits necessitate technological or mechanical adjustments to discharge facilities or plant processes.

(3) If the Town Administrator receives notice from the governmental entity of a change to the instantaneous maximum allowable discharge limits or to other applicable requirements, the Town Administrator shall notify the affected significant industrial user in writing of the change in the instantaneous maximum allowable discharge limits and the effective date of the change. The Town Administrator shall amend the permit to include the new discharge limits. If the change results in more stringent instantaneous maximum allowable discharge limits, an industrial user shall be given a reasonable opportunity to comply with the more stringent instantaneous maximum allowable discharge limits.

(4) The more stringent discharge limits cease to apply upon termination of the Town's wholesale wastewater contract or reciprocal agreement with the governmental entity, or upon modification or elimination of the limits by the government entity or the United States Environmental Protection Agency. The Town Administrator shall take the appropriate action to notify the affected industrial user of an occurrence under this Subsection (4).

(b) Variances in compliance dates. The Town Administrator may grant a variance in compliance dates to an industry when, in the Town Administrator's opinion, such action is necessary to achieve pretreatment or corrective measures. In no case shall the Town Administrator grant a variance in compliance dates to an industry affected by national categorical pretreatment standards beyond the compliance dates established by the Environmental Protection Agency.

(c) Authority to regulate. The Town may establish regulations, not in conflict with this Article or other laws, to control the disposal and discharge of industrial waste into the wastewater system and to ensure compliance with the Town's pretreatment enforcement program with all applicable pretreatment regulations promulgated by the Environmental Protection Agency. The regulations established shall, where applicable, be made part of any discharge permit issued to an industrial user by the Town Administrator.

Sec. 13.04.021 – 13.04-050 Reserved
DIVISION 2 Wastewater Discharge Permit

Sec. 13.04.051 Wastewater Analysis

When requested by the Town Administrator, a User must submit information on the nature and characteristics of its wastewater by the deadline stipulated. The Town Administrator is authorized to prepare a form for this purpose and may periodically require Users to update this information.

Sec. 13.04.052 Wastewater Discharge Permit Requirement

- (a) No SIU or NSCIU shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Town Administrator, who may disallow any or all discharges until a wastewater discharge permit is issued, except that a significant industrial user or a NSCIU that has filed a timely application pursuant to Section 13.04.053 may continue to discharge for the time period specified therein. NSCIU requirements only apply to Users that discharge to the Trinity River Authority Denton Creek Regional Wastewater System.
- (b) The Town Administrator may require other Users to submit a completed permit application or survey form, including monitoring data, and to obtain wastewater discharge permits as necessary to carry out the purposes of this article. To determine the status of a User in relation to this article, Users may be required to perform sampling as specified by the Town Administrator.
- (c) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article and subjects the wastewater discharge permittee to the sanctions set out in DIVISION 4. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State pretreatment standards or requirements with any other requirements of Federal, State, and local law.

Sec. 13.04.053 Wastewater Discharge Permitting: Existing Connections

Any User required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this article and who wishes to continue such discharges in the future, shall, apply to the Town Administrator for a wastewater discharge permit in accordance with Section 13.04.055, and shall not cause or allow discharges to the POTW to continue after one hundred eighty (180) days of the effective date of this article except in accordance with a wastewater discharge permit issued by the Town Administrator. If, in the Town Administrator's judgment, the passing of the Article does not significantly affect the Industrial User's current permit, then the existing permit will continue through to the expiration date.

Sec. 13.04.054 Wastewater Discharge Permitting: New Connections

Any User required to obtain a wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 13.04.055 of this article, must be filed at least ninety (90) days prior to the commencement or recommencement of discharge.

Sec. 13.04.055 Wastewater Discharge Permit Application Contents

All Users required to obtain a wastewater discharge permit must complete and submit a permit application with the Town Administrator on the form provided by the Town Administrator. An application for a permit under this article must the following information:

- (a) All information required by Section 13.04.071(b);
- (b) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- (c) Number and type of employees, hours of operation, and proposed or actual hours of operation;
- (d) Each product produced by type, amount, process or processes, and rate of production;
- (e) Type and amount of raw materials processed (average and maximum per day);
- (f) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
- (g) Time and duration of discharges; and
- (h) Any other information as may be deemed necessary by the Town Administrator to evaluate the wastewater discharge permit application.

Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.

Sec. 13.04.056 Application Signatories and Certification

- (a) All wastewater discharge permit applications and User reports as identified in 40 CFR §403.12(1), must be signed by an Authorized Representative of the User, as defined in Section 13.04.005, and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for

submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (b) If the designation of an Authorized Representative of the User is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Town Administrator prior to or together with any reports to be signed by an Authorized Representative.
- (c) For Users that discharge to the Trinity River Authority Denton Creek Regional Wastewater System or the City of Denton, a facility determined to be a Non-Significant Categorical Industrial User (NSCIU) by the Town Administrator pursuant to 13.04.005 must annually submit the following certification statement signed in accordance with the signatory requirements in 13.04.005. This certification must accompany an alternative report required by the Town Administrator that includes sufficient documentation to show compliance with all requirements.

" Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

(a) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in 13.04.005. [Note: See 40 CFR 403.3(v)(2)]

(b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and

(c) The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information.

_____”

Sec. 13.04.057 Wastewater Discharge Permit Decisions

The Town Administrator will evaluate the data furnished by the User and may require additional information. Within a reasonable time from receipt of a complete wastewater discharge permit application, the Town Administrator will determine whether or not to issue a wastewater discharge permit. The Town Administrator may deny any application for a wastewater discharge permit if the application contains false, incomplete, or inaccurate information; an unauthorized person files the application; or the applicant fails to comply with the requirements of this article, or Federal, State, or Local laws, rules, and regulations.

Sec. 13.04.058 Wastewater Discharge Permit Duration

A wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Town Administrator based on the requirements of this article or Federal, State, or Local laws, rules, and regulations. Each wastewater discharge permit will indicate a specific date upon which it will expire.

Sec. 13.04.059 Wastewater Discharge Permit Contents

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Town Administrator to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(a) Wastewater discharge permits must contain:

- (1) A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years;
- (2) A statement that the wastewater discharge permit is nontransferable without prior notification to the Town in accordance with Section 13.04.061, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- (3) Effluent limits including BMPs based on applicable pretreatment standards;
- (4) Self-monitoring, sampling, reporting, notification, and record-keeping requirements including BMPs. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law; and
- (5) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance

schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.

(6) Requirements to control Slug Discharge, if determined by the Town Administrator to be necessary.

(b) Wastewater discharge permits may contain, but need not be limited to, the following conditions:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
- (3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
- (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
- (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;
- (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment;
- (7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and
- (8) Requirements to implement BMPs if determined by the Town Administrator to be necessary; and
- (9) Other conditions as deemed appropriate by the Town Administrator to ensure compliance with this article, and State and Federal laws, rules, and regulations.

Sec. 13.04.060 Wastewater Discharge Permit Modification

The Town Administrator may modify a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- (a) To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
- (b) To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- (c) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (d) Information indicating that the permitted discharge poses a threat to POTW, POTW personnel, or the receiving waters;
- (e) Violation of any terms or conditions of the wastewater discharge permit;
- (f) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- (g) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- (h) To correct typographical or other errors in the wastewater discharge permit; or
- (i) To reflect a transfer of the facility ownership or operation to a new owner or operator.

Sec. 13.04.061 Wastewater Discharge Permit Transfer

- (a) The Town Administrator may transfer a wastewater discharge permit to a new owner or operator only if the permittee gives a minimum of at least ninety (90) days advance notice to the Town Administrator and the Town Administrator approves the wastewater discharge permit transfer.
- (b) The notice to the Town Administrator must include a written certification by the new owner or operator which:
 - (1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
 - (2) Identifies the specific date on which the transfer is to occur; and

- (3) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Sec. 13.04.062 Wastewater Discharge Permit Revocation

The Town Administrator may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- (a) Failure to notify the Town Administrator of significant changes to the wastewater prior to the changed discharge;
- (b) Failure to provide prior notification to the Town Administrator of changed conditions pursuant to Section 13.04.075;
- (c) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (d) Falsifying self-monitoring reports and certification statements;
- (e) Tampering with monitoring equipment;
- (f) Refusing to allow the Town Administrator timely access to the facility premises and records;
- (g) Failure to meet effluent limitations;
- (h) Failure to pay fines;
- (i) Failure to pay sewer charges;
- (j) Failure to meet compliance schedules;
- (k) Failure to complete a wastewater survey or the wastewater discharge permit application;
- (l) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- (m) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular User are void upon the issuance of a new wastewater discharge permit to that User.

Sec. 13.04.063 Wastewater Discharge Permit Reissuance

A User with an expiring wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 13.04.055, sixty (60) days prior to the expiration of the User's existing wastewater discharge permit. The Town Administrator may reissue a wastewater discharge permit if the User complies with the application requirements in Section 13.04.055.

Sec. 13.04.064 Regulation of Waste Received from Other Jurisdictions

- (a) A municipality which contributes wastewater to the POTW, shall enter into an interlocal agreement with the Town prior to contributing such wastewater.
- (b) Prior to the Town Council approving an interlocal agreement as provided in subsection (a), the Town may request the following information from the contributing municipality:
 - (1) A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality
 - (2) An inventory of all Users located within the contributing municipality that are discharging to the POTW; and
 - (3) Such other information as the Town may deem necessary.

Sec. 13.04.065 Extra jurisdictional users

- (a) An extra jurisdictional user shall apply for a permit in accordance with this article at least ninety (90) days prior to discharging to the POTW
- (b) This section does not apply to extra jurisdictional users in jurisdictions which have an agreement with the Town pursuant to Section 13.04.064.
- (c) A wastewater discharge permit issued to an extra jurisdictional user shall be in the form of a contract, and must include, at a minimum, the components found in 40 CFR 403.8(f)(1)(iii) and shall require the approval of the Town Council. An extra jurisdictional User shall agree to all the terms of this article and the terms of its wastewater discharging contract in accordance with the procedures set forth in Section 13.04.059 prior to discharging into the POTW.

Sec. 13.04.065 – 13.04.070 Reserved

DIVISION 3 Reporting and Monitoring Requirements

Sec. 13.04.071 Baseline Monitoring Reports

- (a) Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical Users currently discharging to or scheduled to discharge to the POTW shall submit to the Town Administrator a report which contains the information listed in paragraph (b), below. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that will become categorical Users subsequent to the promulgation of an applicable categorical standard, shall submit to the Town Administrator a report which contains the information listed in paragraph (b), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- (b) Users described above shall submit the information set forth below.
- (1) Identifying Information. The name and address of the facility, including the name of the operator and owner.
 - (2) Environmental Permits. A list of any environmental control permits held by or for the facility.
 - (3) Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications and/or North American Industry Classifications (NAICS) of the operation(s) carried out by such User. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
 - (4) Flow Measurement. Information showing the measured or estimated average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).
 - (5) Measurement of Pollutants.
 - (A) The categorical pretreatment standards applicable to each regulated process (and any new categorically regulated processes for Existing Sources.)
 - (B) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the

Town Administrator, of regulated pollutants in the discharge from each regulated process.

- (C) Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.
 - (D) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 13.04.079. Where the standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Town Administrator or the applicable Standards to determine compliance with the standard.
 - (E) If discharge flow conditions are representative of daily operations, the User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this section. The Town Administrator may require additional representative sampling to be conducted.
 - (F) Representative samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40CFR 403.6(e) to evaluate compliance with Pretreatment Standards.
 - (G) The Town Administrator may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures
 - (H) The baseline report shall indicate the time, date and place of sampling and method of analysis, and shall certify that such sampling and analysis is representative of normal work cycle and expected pollutant discharges to the POTW.
 - (I) Sampling must be performed in accordance with procedures set out in Section 13.04.080.
- (6) Certification. A statement, reviewed by the User's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.

(7) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 13.04.072.

(8) Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with Section 13.04.056.

Sec. 13.04.072 Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 13.04.071(b)(7) of this article:

- (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (b) No increment referred to above shall exceed nine (9) months;
- (c) The User shall submit a progress report to the Town Administrator no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and
- (d) In no event shall more than nine (9) months elapse between such progress reports to the Town Administrator.

Sec. 13.04.073 Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any User subject to such pretreatment standards and requirements shall submit to the Town Administrator a report containing the information described in Section 13.04.071(b)(4-6). For Users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the User's long-term production rate. In cases where the Categorical Pretreatment Standard

requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the applicable Categorical Pretreatment Standard necessary to determine the compliance status of the User. For all other Users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 13.04.056. All sampling will be done in conformance with Section 13.04.080.

Sec. 13.04.074 Periodic Compliance Reports

- (a) All significant industrial users shall, at a frequency determined by the Town Administrator but in no case less than twice per year, submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Categorical Pretreatment Standard or the Town Administrator requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Town Administrator or the applicable Categorical Pretreatment Standard necessary to determine the compliance status of the User. All periodic compliance reports must be signed and certified in accordance with Section 13.04.056.
- (b) All Non-significant Categorical Industrial Users (NSCIU) shall submit a report annually in the month specified by the Town Administrator. The report shall be completed according to the Town's current reporting requirements, including the submittal of the applicable certification statement found in Section 13.04.056(c). NSCIU requirements only apply to Users that discharge to the Trinity River Authority Denton Creek Regional Wastewater System.
- (c) All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
- (d) If a User subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Town Administrator, using the procedures prescribed in Section 13.04.079 and 13.04.080, the results of this monitoring shall be included in the report.
- (e) For each self-monitoring samples, the industrial user shall submit an industrial self-monitoring report shall include:

- (1) The date, exact place, sampling method, preservation method, times of sampling and the name(s) of the person(s) taking the samples;
- (2) The dates the analysis were performed;
- (3) The analytical techniques/method used; and
- (4) The results of the analysis.

Sec. 13.04.075 Reports of Changed Conditions

Each User must notify the Town Administrator of any planned significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater before the change is made.

- (a) The Town Administrator may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 13.04.055 of this ordinance.
- (b) The Town Administrator may issue a wastewater discharge permit under Section 13.04.057 or modify an existing wastewater discharge permit under Section 13.04.060 in response to changed conditions or anticipated changed conditions.
- (c) For purposes of this requirement, significant changes include, but are not limited to, flow increases of twenty percent 20% or greater, and the discharge of any previously unreported pollutants that are determined to be of concern, changes or additions in process(es) which generate wastewater, or changes to pretreatment facilities.

Sec. 13.04.076 Reports of Potential Problems

- (a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the POTW, the User shall immediately telephone and notify the Town Administrator and the Control Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration, and volume, if known, and corrective actions taken by the User.
- (b) Within five (5) days following such discharge, the User shall, unless waived by the Town Administrator, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to

the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this article.

(c) A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph A, above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(d) Significant Industrial Users are required to notify the Town Administrator immediately of any changes at its facility affecting the potential for a Slug Discharge.

Sec. 13.04.077 Reports from Unpermitted Users

All Users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Town Administrator as the Town Administrator may require.

Sec. 13.04.078 Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a user indicates a violation, the User must notify the Town Administrator within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Town Administrator within thirty (30) days after becoming aware of the violation. The User is not required to resample if the Town Administrator monitors at the User's facility at least once a month, or if the Town Administrator samples between the User's initial sampling and when the User receives the results of this sampling, or if the Town Administrator has performed the sampling and analysis in lieu of the User.

Sec. 13.04.079 Notification of the Discharge of Hazardous Waste

(a) Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. All

notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 13.04.075. The notification requirement in this section does not apply to pollutants already reported by Users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 13.04.071, 13.04.073, and 13.04.074.

- (b) Dischargers are exempt from the requirements of paragraph (a), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.
- (c) In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the Town Administrator, the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- (d) In the case of any notification made under this section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- (e) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this article, a permit issued thereunder, or any applicable Federal, State, or Local law.

Sec. 13.04.080 Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, and amendments thereto, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question sampling and analyses shall be performed by using validated analytical methods or any applicable sampling and analytical procedures, including procedures suggested by the Town Administrator, TCEQ, or other parties approved by EPA .

Sec. 13.04.081 Sample Collection

- (a) Except as indicated in Section (b) and (c) below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Town Administrator. Where time-proportional composite sampling or grab sampling is authorized by the Town, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Town, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.
- (b) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (c) For sampling required in support of baseline monitoring and ninety (90)-day compliance reports required in Section 13.04.071 and 13.04.073, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Town Administrator may authorize a lower minimum. For the reports required by paragraphs Section 13.04.074, the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements.

Sec. 13.04.082 Timing

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

Sec. 13.04.083 Record Keeping

Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with BMPs established in this article.

Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the Town, or where the User has been specifically notified of a longer retention period by the Town Administrator.

Sec. 13.04.084 Right of Entry: Inspection and Sampling

The Town Administrator and/or the Control Authority, State and Federal representatives, or their designated representative shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this article and any wastewater discharge permit or order issued hereunder. Users shall allow inspecting or sampling person ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties. The Town Administrator and/or the Control Authority shall inspect and sample the effluent from each significant industrial User at least once a year.

- (a) A User shall, at the User's sole expense, promptly remove security barriers or other obstacles to access by the Town Administrator, Control Authority, State and Federal representatives, will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (b) The Town Administrator and/or Control Authority shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations. All sampling and analysis performed by the Town Administrator and/or Control Authority to monitor compliance shall be at the expense of the industrial User.
- (c) The Town Administrator may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated, at a minimum, annually to ensure their accuracy.
- (d) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Town Administrator and shall not be replaced. The costs of clearing such access shall be born by the User.
- (e) Unreasonable delays in allowing the inspecting or sampling person access to the User's premises shall be a violation of this article.

- (f) In accordance with 40 CFR 403, the Town shall inspect and monitor each Significant Industrial User a minimum of once per year. If the Town elects to perform compliance monitoring for the Significant Industrial User then the Town will monitor the industry a minimum of semi-annually.
- (g) The Town shall inspect each NSCIU a minimum of once per year. If the Town elects to perform compliance monitoring for the NSCIU then the Town will monitor the industry a minimum of one time each permit cycle.

Sec. 13.04.085 Search Warrants

If the Town Administrator and/or Control Authority has been refused access to a building, structure, or property, premises or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the Town designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Town Administrator and/or Control Authority may seek issuance of a search warrant from a municipal court or court of competent jurisdiction.

Sec. 13.04.086 Confidential Information

Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the Town and/or Control Authority, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under Chapter 552 of the Texas Government Code (Public Information Act). Any such request must be asserted as "confidential business information" at the time of submission of the information or data. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall only be available pursuant to the requirements of the Texas Public Information Act, but shall be made available immediately upon request to governmental agencies for uses related to the TPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

Sec. 13.04.087 – 13.04.091 Reserved

DIVISION 4 Procedures for Abatement of Violations

Sec. 13.04.092 Publication of Users in Significant Noncompliance

The Town Administrator shall publish annually, in the largest daily newspaper published in the municipality where the POTW is located, a list of the Users which, during the previous twelve (12) months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

- (1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits
- (2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH)
- (3) Any other violation of a Pretreatment Standard or Requirement as defined by Division 2 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the DCO determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public
- (4) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in Town Manager or Control Authority's exercise of its emergency authority to halt or prevent such a discharge;
- (5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
 - (1) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - (2) Failure to accurately report noncompliance; or

- (3) Any other violation(s), which may include a violation of Best Management Practices, that the Town Administrator determines will adversely affect the operation or implementation of the local pretreatment program.

Sec. 13.04.093 Notification of Violation

When the Town Administrator finds that a User has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Town Administrator may serve upon that User a written Notice of Violation. The Notice of Violation shall describe the violation and instruct the User to take immediate corrective action to prevent a recurrence of the violation. A Notice of Violation may state that no later than the date specified by the Town Administrator, the User must provide to the Town Administrator an explanation of the violation and a plan for the specific actions to be taken to satisfactorily correct and prevent any recurrence of the violation. Within the time frame specified in the notice, an explanation of the reason for the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Town Administrator. Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Town Administrator to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

Sec. 13.04.094 Consent Order

Upon approval by the Town Council, the Town Administrator may enter into Consent Orders, assurance of compliance, or similar agreement, the form of which shall be approved by the Town Attorney, establishing an agreement for voluntary compliance with any User responsible for noncompliance. Such documents shall include a description of the violation, specific action to be taken by the User to correct the noncompliance within a time period specified by the document, be signed and dated by the User, and be judicially enforceable. The Town Attorney may take action to enforce compliance with an agreement under this section.

Sec. 13.04.095 Show Cause Hearing

The Town Administrator may order a User which has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Town Administrator and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be

served on any authorized representative of the User. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User. Issuance of a notice under this section does not prevent the Town Administrator from pursuing emergency action if the Town Administrator determines the action is required to prevent damage to the POTW or interference with the POTW.

Sec. 13.04.096 Compliance Orders

If the Town Administrator finds that a User has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Town Administrator may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 13.04.097 Cease and Desist Orders

If the Town Administrator finds that a User has violated, or continues to violate, any provision of this article, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the User's past violations are likely to recur, the Town Administrator may issue an order to the User directing it to cease and desist all such violations and directing the User to:

- (a) Immediately cease and desist the violations;
- (b) Immediately comply with all requirements of this article, wastewater discharge permit or order; and
- (c) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

Sec. 13.04.098 Appeals.

- (a) A User may appeal an administrative order, notice of proposed termination, or notice of suspension issued under this article by filing a written appeal with the Town Administrator no later than the 10th day after the date of the order or notice. An appeal under this section must include: the name and address of the person making the appeal; a statement of facts; a copy of the disputed order or notice; and the reason the order or notice should be reversed.
- (b) Within sixty (60) days, the Town Administrator may conduct a hearing. The Town Administrator may refer any appeal to the Town Council for a hearing. The Town Administrator shall notify the person appealing of the time and place of the hearing. The Town Administrator shall issue a written decision reversing or affirming the order or notice no later than the 30th after the date of the hearing. The decision is final and is not subject to further administrative appeal. An appeal filed under this chapter does not stay an enforcement action pending the decision. The Town Administrator may not grant a waiver or variance under this article.

Sec. 13.04.099 Emergency Suspensions

Upon informal written or verbal notice to the User, the Town Administrator may immediately suspend a User's discharge whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Town Administrator may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- (a) Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Town Administrator may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Town Administrator may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Town Administrator that the period of endangerment has passed, unless the termination proceedings in Section 13.04.099 of this article are initiated against the User.
- (b) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Town Administrator prior to the date of any show cause or termination hearing under Sections 13.04.094 or 13.04.099.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

Sec. 13.04.100 Termination of Discharge

In addition to the provisions in Section 13.04.062, any User who violates the following conditions is subject to discharge termination:

- (a) Violation of wastewater discharge permit conditions;
- (b) Failure to accurately report the wastewater constituents and characteristics of its discharge;
- (c) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- (d) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
- (e) Violation of the pretreatment standards in Sections 13.04.007 through 13.04.010.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 13.04.094 why the proposed action should not be taken. Exercise of this option by the Town Administrator shall not be a bar to, or a prerequisite for, taking any other action against the User.

Sec. 13.04.101 Injunctive Relief

When the Town Administrator finds that a User has violated, or continues to violate, any provision of this article, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Town Administrator may petition the appropriate Court through the Town's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this article on activities of the User. The Town Administrator may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

Sec. 13.04.102 Civil Penalties

- (a) If a User has received actual notice of the provisions of this article and acts in violation of this article or fails to take action to comply with this article, or federal, state or local regulations, the Town may initiate a suit:
 - (1) to recover a civil penalty not to exceed \$5,000 a day for each violation;
 - (2) to obtain injunctive relief;
 - (3) to recover expenses, loss or damage to Town property; or

(4) for other available relief.

- (B) Each day or part of a day during which non-compliance occurs constitutes a separate violation. Initiation of a civil action does not prevent other action against a User for violations of this article.

Sec. 13.04.103 Criminal Penalty

- (a) Any User who violates this article shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than Two Thousand Dollars (\$2,000.00) per violation. Each day the violation exists constitutes a separate offense.
- (b) A User who intentionally, knowingly recklessly, or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to the same penalties described in Section 13.04.103(a). of this article. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
- (c) A User who makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this ordinance, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or renders inaccurate any monitoring device or method required under this ordinance shall, upon conviction, be subject to the same penalties described in Section 13.04.103(a) of this article.
- (d) Criminal Responsibility. A person is criminally responsible for a violation of this article if that person intentionally, knowingly, recklessly, or negligently:
- (1) Commits or assists in the commission of a violation, or causes or permits another person to commit a violation; or
 - (2) Owns or manages the property or facilities determined to be the cause of the illegal discharge under Sections 13.04.006 through 13.04.010, 13.04.011, 13.04.019, or 13.04.052.

Sec. 13.04.104 Remedies Nonexclusive

The remedies provided for in this article are not exclusive. The Town Administrator may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the Town's enforcement response plan. However, the Town Administrator may take other action against any User when the circumstances warrant. Further, the Town Administrator is empowered to take more than one enforcement action against any noncompliant User.

Sec. 13.04.105 Affirmative Defenses To Discharge Violations

(a) Act of God Provision

In an action brought in municipal or state court only:

- (1) An event that would otherwise be a violation that is caused solely by an act of God, war, strike, riot, or other catastrophe, as defined in Texas Water Code (TWC) § 7.251, is an affirmative defense to prosecution for a violation of this Ordinance.
- (2) In any enforcement proceeding, the User seeking to establish the occurrence of an act of God, war, strike, riot, or other catastrophe shall have the burden of proof.
- (3) In the event that a User satisfies the conditions set forth in Subsections (1) and (2) above, the User shall control production of all discharges to the extent necessary to maintain compliance with pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided.

(b) Bypass

(1) For the purposes of this section:

- (A) "Bypass" means the intentional diversion of waste streams from any portion of a User's treatment facility.
- (B) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(2) A User may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this section.

(3) Bypass notification

- (A) If a User knows in advance of the need for a bypass, it shall submit prior notice to the Town Administrator, at least ten (10) days before the date of the bypass, if possible.

(B) A User shall submit oral notice to the Town Administrator of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Town Administrator may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

(4) Bypass

(A) Bypass is prohibited, and the Town Administrator may take an enforcement action against a User for a bypass, unless

- (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- (iii) The User submitted notices as required under paragraph (b)(3) of this section.

(B) The Town Administrator may approve an anticipated bypass, after considering its adverse effects, if the Town Administrator determines that it will meet the three conditions listed in paragraph (4)(A) of this section.

Commented [CK1]: This section doesn't exist.

DIVISION 5 Miscellaneous Provisions

Sec. 13.04.106 Pretreatment Charges and Fees

(a) A User shall pay fees set by ordinance as required by this article. The Town may require reasonable fees for reimbursement of costs of setting up and operating the Town's Pretreatment Program which may include:

- (1) Fees for wastewater discharge permit applications including the cost of processing such applications;

- (2) Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports submitted by Users;
 - (3) Fees for reviewing and responding to accidental discharge procedures and construction;
 - (4) Fees for filing appeals; and
 - (5) Recovery of administrative and legal costs associated with enforcement activity taken by the Town Administrator to address industrial User noncompliance.
 - (6) Fees for treating abnormal strength wastes
 - (7) Fees incurred from an upset, bypass or unauthorized discharge; and
 - (8) Other fees as the Town Administrator may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties chargeable by the Town.
- (b) A User shall pay a surcharge in accordance with this paragraph in addition to other applicable charges. A surcharge is an additional charge by the POTW for the increased cost of handling discharge of unusual strength and character and shall not serve as a variance to the requirements of this article. Exercise of this provision shall not be a bar to, or a prerequisite for, taking any other action against the User.
- (1) Surcharge for those Users that Discharge to the Trinity River Authority Denton Creek Regional Wastewater System
 - (A) Industrial users shall be charged for the treatment of abnormal strength wastes, as set out in the Town's Schedule of Fees.
 - (B) Water or wastes having:
 - (i) A five (5) day biochemical oxygen demand greater than two hundred fifty (250) parts per million (ppm) by weight, or
 - (ii) Containing more than two hundred fifty (250) parts per million by weight of total suspended solids shall not be allowed to be discharged into the POTW, unless the Town Administrator has reviewed the water or wastes, and determined that considering all factors, including the concentration of wastes, the type of wastes, the current limits of the POTW, and all other

relevant factors, that the above water or wastes, as set out in number one and two of this subsection may be allowed.

(C) Such discharge shall be subject to a surcharge as shown on the Town's Schedule of Fees.

(D) In no case shall a discharge be accepted that will prevent the POTW from meeting its TPDES limits.

(E) The surcharge will be assessed by the Town Administrator according to the following formula each month using the most current pollutant concentration data and the current months' wastewater flow:

$$\text{Surcharge} = \frac{Q}{1,000,000} \times [a(\text{BOD} - x) + b(\text{TSS} - y)][8.34]$$

Where:

Q = flow in gallons

8.34= weight in pounds of one gallon of water

x = normal limits of BOD in domestic wastewater expressed in milligrams per liter

y = normal limits of TSS in domestic wastewater expressed in milligrams per liter

a = unit cost of treatment per pound of BOD

b = unit cost of treatment per pound of TSS

BOD = measured amount of BOD, in mg/l

TSS = measured amount of TSS, in mg/l

(2) Surcharge for those Users that Discharge to the City of Denton Pecan Creek Wastewater Plant

(A) If abnormal strength wastewater is acceptable for discharge into the wastewater system under the provisions set forth in the wastewater discharge permit, an industrial/commercial wastewater surcharge shall be added to the base charge to cover the additional cost of treating abnormal strength wastewater. Such surcharge shall be calculated as follows:

$$Cu = Vu \times .00834 ([Bu - 250] B + [Su - 250] S)$$

Where: Cu is the surcharge for customer X.

Vu is the billing volume per 1000 gallons for customer X.

.00843 is the conversion factor

Bu is the tested BOD level for user X or 250 mg/l, whichever is greater.

B is the unit cost factor for treating one pound of BOD

Su is the tested TSS level for user X or 250 mg/l, whichever is greater.

S is the unit cost factor for treating one pound of TSS

DIVISION 6 Sanitary Facilities Required

Sec. 13.04.108 Work permit; approval of plans; certificate of final inspection

- (a) Sewage system work permit required. It shall be unlawful for any user of the sewage system to construct, reconstruct, modify, enlarge or alter any equipment, device, machinery, apparatus or facility or system or component thereof which is used or is intended to be used to treat, process, measure, or convey any wastewater which is or will be discharged into the sewage system without first obtaining a sewage system work permit from the Town Administrator.
- (b) Requirements for permit. A sewage system work permit shall be issued when all plans, drawings and specifications are submitted in such detail as the Town Administrator may require, and the Town Administrator has determined that the work to be done will result in adequate treatment, processing, measuring, and conveyance of the wastewater discharged into the sewage system in accordance with the provisions of this article.
- (c) Certificate of final inspection.
- (1) Upon completion of the work to be done under the sewage system work permit, the wastewater operator shall inspect the work, and, if done in accordance with the permit, the Town Administrator shall issue a certificate of final inspection to the permit holder.
 - (2) If the completed work does not comply with the plans and specifications submitted for which the permit was issued, the Town Administrator shall require such correction as necessary before a certificate of inspection is issued.
 - (3) No person receiving a sewage system work permit shall utilize or make use of any equipment, device, machinery, apparatus or facility covered by the permit until a certificate of final inspection is issued in accordance with this article.
- (d) Right to inspect. No person shall refuse the Town Administrator the right to inspect any work done or required to be done under this article.

Sec. 13.04.109 Connection to public system

Whenever the Town sanitary sewer collection system/line is extended to within one hundred feet (100') of any lot or parcel of land within the corporate limits of the Town where a septic tank(s), dry closet(s), or privy vault(s) exists, the owner or occupant of each premises shall abate such septic tank(s), dry closet(s), or privy vault(s), and shall construct a suitable water closet(s) upon such premises and connect the same with the

town sanitary sewer collection system/line within ninety (90) days after receipt of a written notice to do so from the Town Administrator.

Sec. 13.04.110 Dry closets prohibited

It shall be unlawful for any person or persons to build, use or maintain any privy or dry closet on any lot of land within the corporate limits of the Town except for portable sanitary privies utilized temporarily.

Sec. 13.04.111 Construction of sanitary sewers and connections

The construction of sanitary sewers and connections thereto shall be as provided in the code of the Town.

Sec. 13.04.112 Owner responsible for maintenance of sanitary sewer and connections

The Town shall not be responsible for the maintenance of any building drains or service lines, and such maintenance shall be the responsibility and duty of the owner of the premises serviced by any such service line.

Sec. 13.04.113 Compliance with plumbing regulations

Sanitary sewer service shall not be furnished to any premises where the plumbing thereof has not been installed in accordance with the building regulations or any other provisions as provided in the ordinances of the Town.

Sec. 13.04.114 Discharge of polluted water to natural outlet

It shall be unlawful for any person to discharge polluted water to any storm sewer or natural outlet within the area served by the Town except where suitable treatment has been provided in accordance with the provisions of this article, and except where a federal National Pollutant Discharge Elimination System (NPDES) permit has been duly issued and is currently valid for such discharge. A valid copy of such a permit and any modifications thereof must be filed with the Town Administrator.

SECTION 3. It is hereby declared to be the intention of the Town Council of the Town of Argyle, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable. If any phrase, clause, sentence, paragraph, and section in this ordinance, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the Town Council of the Town of Argyle, Texas hereby declares it would have enacted such remaining portion despite any such invalidity.

SECTION 4. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending

prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5. That any person who shall violate any provision of this Ordinance, or fails to comply therewith or with any requirements thereof, or a permit or certificate issued thereunder, shall, upon conviction, be guilty of a misdemeanor punishable by a daily fine not to exceed two thousand dollars (\$2,000.00) per day and subject to a daily civil penalty not to exceed the sum of five thousand dollars (\$5,000.00) per day. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of this ordinance is committed, or continued, and upon conviction or adjudication of any such violations, such person shall be punished within the limits above.

SECTION 6. This Ordinance shall become effective from the date of its passage and publication as required by law.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS on this the 21ST day of JULY of 2025.

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary

TRINITY RIVER AUTHORITY OF TEXAS
DENTON CREEK
REGIONAL WASTEWATER SYSTEM

ENFORCEMENT RESPONSE PLAN
Town of Argyle

**TRINITY RIVER AUTHORITY OF TEXAS
DENTON CREEK REGIONAL WASTEWATER SYSTEM
TOWN OF ARGYLE**

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LIST OF EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
1.	Trinity River Authority-Contracting Party NOV Request Example
2.	Contracting Party NOV Example
3.	Contracting Party Cease and Desist Order Example
4.	Contracting Party Consent Order Example
5.	Contracting Party Show Cause Order Example
6.	Contracting Party Compliance Order Example

I. OVERVIEW AND PURPOSE

- A. The United States Environmental Protection Agency (EPA) promulgated regulations to require all Publicly Owned Treatment Works (POTWs) to adopt an Enforcement Response Plan (ERP) as part of their Approved Pretreatment Program. These regulations are found in Title 40 of the Code of Federal Regulations (CFR) §403.8(f)(5). The purpose of the ERP is to provide consistent enforcement responses for similar violations and circumstances. The ERP describes violations, defines a range of appropriate enforcement actions based on the nature and severity of the violation and other relevant factors, and identifies personnel responsible for finalizing enforcement responses. All users discharging non-domestic waste to the POTW are subject to the provisions of this ERP.
- B. Definitions are found in the Town of Argyle (Town) Code of Ordinances, Section 1.4 or defined in the text. Titles and formats of forms and reports currently in use or in the Town's files may vary from those herein, but the functions will be consistent with the terminology and definitions in this document.
- C. List of Acronyms
- AO Administrative Order
 - BMP Best Management Practices
 - CA Control Authority
 - CFR Code of Federal Regulations
 - CIU Categorical Industrial User
 - DCRWS Denton Creek Regional Wastewater System
 - EPA United States Environmental Protection Agency
 - ERG Enforcement Response Guide
 - ERP Enforcement Response Plan
 - EMNR Executive Manager Northern Region
 - Gpd Gallons per Day
 - IU Industrial User
 - IUMI Industrial User Master Inventory
 - NOV Notice of Violation
 - NPDES National Pollutant Discharge Elimination System
 - NSCIU Non-significant Categorical Industrial Users
 - POTW Publicly Owned Treatment Works
 - RSA Regulatory Services Agreement
 - RS&CM Regulatory Services & Compliance Manager
 - TRA Trinity River Authority
 - SA Staff Attorney
 - SIU Significant Industrial User
 - SNC Significant Noncompliance
 - TAC Texas Administrative Code
 - TCEQ Texas Commission on Environmental Quality
 - TPDES Texas Pollutant Discharge Elimination System
 - RSA Regulatory Services Agreement

II. IDENTIFICATION OF RESPONSIBLE PERSONNEL

A. CONTROL AUTHORITY

The Control Authority (CA) is the Trinity River Authority of Texas (TRA) as the operator of a multi-jurisdictional regional wastewater facility, Denton Creek Regional Wastewater System (DCRWS), which provides wastewater transportation and treatment, by contract, to individual Contracting Parties. The CA also implements an Approved Pretreatment Program as part of its existing Texas Pollutant Discharge Elimination System (TPDES) or National Pollutant Discharge Elimination System (NPDES) permit requirements. TRA's enforcement capabilities originate from the contractual obligations of the Contracting Party. The Contracting Party will initiate and pursue any enforcement actions against an Industrial User (IU).

1. Executive Manager Northern Region

The Executive Manager Northern Region (EMNR), or designated representative, is responsible for the operation and maintenance of the receiving wastewater treatment plant. The EMNR, or designated representative is also responsible for meeting TPDES or NPDES requirements.

2. Staff Attorney

The Staff Attorney (SA) is responsible for both the review of and commentary on any potential or ongoing judicial proceedings that the CA may become involved in pertaining to the pretreatment program. The Staff Attorney also supplies legal counsel as needed on other issues, such as the CA's legal obligations and rights.

3. Regulatory Services & Compliance Manager

The Regulatory Services & Compliance Manager (RS&CM) is responsible for the overall staffing and funding of the CA's pretreatment program. The RS&CM is responsible for the development and implementation of the Approved Pretreatment Program and appoints designated personnel for ongoing duties and tasks.

B. CONTRACTING PARTY

A Contracting Party is a member Town that contracts with the CA for services. The Town of Argyle is a Contracting Party of the CA. All contracts include wastewater treatment. Pursuant to this wastewater contract, Contracting Parties are responsible for the overall implementation of the Approved Pretreatment Program within their jurisdiction. The Contracting Party is responsible for maintaining a Town Ordinance that grants adequate legal authority to maintain, implement, and enforce the Approved Pretreatment Program. This Ordinance must contain current local limits. The Contracting Party must provide to the CA, in a timely manner, all relevant documents pertaining to the current IU's, as well as newly identified IU's. The CA shall receive from the Contracting Party a copy of all significant industrial users' (SIUs) and non-significant categorical industrial users' (NSCIUs) permit applications and industrial wastewater permits. Further, the Contracting Party shall furnish to the CA all documents and records as necessary, when required by the CA to

demonstrate compliance by all IUs. The Contracting Party must initiate and follow through with all IU enforcement.

1. Town Manager

The Town Manager (Town Manager), or the duly authorized representative of the Town Manager, is the designated official that is responsible for ongoing implementation and monitoring of the Approved Pretreatment Program within the Town's jurisdiction. The Town Manager, or the duly authorized representative of the Town Manager, will also serve as the contact for the CA.

2. TRA-Contracting Party Regulatory Services Agreement

The TRA may assist the Contracting Party through a Regulatory Services Agreement (RSA) that delineates pretreatment services, and/or laboratory services provided to assist the Contracting Party with certain implementation aspects of the Approved Pretreatment Program within their jurisdiction. This includes such things as IU survey activities, reviewing IU permit applications, assistance with drafting wastewater permits, conducting IU inspections, sampling, and reviewing IU reports. TRA will provide support services for legal activities; however, the TRA will rely, through contractual obligations, upon the Contracting Parties to bring legal action and enforcement against noncompliant IUs. The RS&CM and associated TRA staff will initiate the RSA and its subsequent renewals with the Contracting Party. Both the TRA and the Contracting Party sign the RSA contract.

III. INDUSTRIAL USER INVENTORY

A. Industrial User Master Inventory

Contracting Parties shall maintain an Industrial User Master Inventory (IUMI) list that contains existing and potential IUs. The Contracting Party will conduct ongoing updates to the IUMI to allow for the identification of new IUs. The CA will periodically request a copy of the IUMI. The TRA, through the RSA, can conduct the procedures for maintaining the IUMI for the Contracting Party. IU identification procedures shall consist of a combination of the following:

1. Review of Town water use records,
2. Review of building permits issued in commercial/industrial areas,
3. Review of area phone books,
4. Review of the industrial list service for manufacturing facilities within the Contracting Party's jurisdiction,
5. On-site inspections of commercial/industrial areas to detect and define any new industries; and

- 6. An IU Survey, performed by the Contracting Party a minimum of once every five (5) years.

B. Coordination of IU Information

In order to form a close association with the Contracting Party and to receive the appropriate information required to maintain a current IUMI, it is necessary to designate personnel responsible for the transfer of data. A TRA representative will coordinate with the Town Manager, or the duly authorized representative of the Town Manager, to obtain information concerning new IU's.

IV. COMPLIANCE MONITORING PROCEDURES

It is the intent and purpose of the DCRWS's Approved Pretreatment Program that compliance monitoring activities be established to identify noncompliance with pretreatment standards. Compliance monitoring and its results must be done appropriately as to ensure it can be used as admissible evidence in any judicial proceedings that may result due to noncompliance. Sample monitoring and inspections assist in determining the compliance status of an IU.

A. Sample Monitoring

Sampling requirements, analytical methods, time schedules for submission of data to the Contracting Party, certification statement requirements, and other reporting requirements are established and set forth in the issued permits of IUs. Regardless of the permitted IU self-monitoring, the Contracting Party has legal authority to conduct sampling events to evaluate and verify compliance. Sample collection and analysis shall be in accordance with the Town's Code of Ordinances, Chapter 18, Article IV, Sections 18-179 and 18-180 and 40CFR §136 unless otherwise specified in an applicable Categorical Pretreatment Standard. All analytical results submitted to demonstrate compliance shall meet the requirements of Title 30 of the Texas Administrative Code Chapter 25, Environmental Testing Laboratory Accreditation and Certification.

1. Submitting Monitoring Data

The Town Manager, or the duly authorized representative of the Town Manager, and the CA, receives monitoring data in the following ways:

- a. The permitted IU collects self-monitoring data and forwards the data to the Contracting Party. The Contracting Party, if required, will forward the self-monitoring data to the CA as required. Additionally, with the RSA, the TRA can receive self-monitoring data directly from the permitted IU; and/or
- b. The Town Manager, or the duly authorized representative of the Town Manager, samples the permitted IU. The Contracting Party, if required, will forward the monitoring data to the CA as required. Additionally, with the RSA, the TRA can sample the permitted IU to assist the Contracting Party.

2. Sample Frequency Requirements

The Town Manager, or the duly authorized representative of the Town Manager, identifies in the permit self-monitoring requirements for the IU. In some instances, the permit directs the IU to sample parameters at different frequencies with additional independent verification sampling by the Contracting Party. Optionally, an IU's permit can indicate the Contracting Party will conduct the sampling. This allows the Contracting Party to fulfil sample requirements for the IU as well as independent verification sample requirements for the Contracting Party. The following details the minimum requirements for SIUs and NSCIUs.

a. SIU Requirements

i. Permit Requires the SIU to Conduct Self-Monitoring

1) SIU Monitoring Requirements

The SIU will self-monitor for the parameters at the frequency identified in their permit if the permit requires the SIU to conduct its own self-monitoring. At a minimum, the permit will direct an SIU to conduct self-monitoring semiannually for some or all parameters. Semiannual monitoring means sample collection occurs once in the first six months of the Pretreatment Year and once in the second six months of the Pretreatment Year.

2) Contracting Party Monitoring Requirements

The Town Manager, or the duly authorized representative of the Town Manager, will sample the SIU's effluent, at minimum, annually for parameters in the permit with a frequency designation of semiannual or greater. Annual monitoring means sample collection will occur once in the Pretreatment Year. The TRA, through the RSA, can conduct the sample monitoring for the Contracting Party.

ii. Permit Identifies that the Contracting Party Conducts Self-Monitoring in lieu of the SIU (“Sampling in lieu of”)

1) SIU Monitoring Requirements

The SIU does not sample. The permit identifies the Contracting Party with all monitoring responsibilities.

2) Contracting Party Monitoring Requirements

The Town Manager, or the duly authorized representative of the Town Manager, will sample for the parameters at the frequency identified in the SIU’s permit. At a minimum, the permit will identify semiannual sampling for some or all parameters. As stated above, semiannual monitoring means sample collection occurs once in the first six months of the Pretreatment Year and once in the second six months of the Pretreatment Year. The TRA, through the RSA, can conduct the sample monitoring for the Contracting Party.

b. NSCIU Requirements

i. Permit Identifies only Self-Monitoring for Contracting Party

1) NSCIU Monitoring Requirements

The NSCIU does not sample. The permit will identify the Contracting Party has sample monitoring responsibilities. The NSCIU will have to meet a flow restriction of <100 gallons per day (gpd) of categorical wastewater.

2) Contracting Party Monitoring Requirements

The Town Manager, or the duly authorized representative of the Town Manager, will sample the NSCIU’s effluent once per permit cycle. This monitoring allows the Contracting Party to verify the NSCIU is not discharging untreated concentrated wastewater. Untreated concentrated wastewater means wastewater discharges over the categorical limit. If representative sampling is unachievable at the permitted outfall(s) due to no flow or insufficient flow, sampling personnel documents such conditions on the chain of custody. In this instance, the NSCIU is compliant with its effluent limitations. The TRA, through the RSA, can conduct the sample monitoring for the Contracting Party.

3. Sample Data Review

The Town Manager, or the duly authorized representative of the Town Manager, is responsible for reviewing all sampling data to determine its validity and the IU’s compliance status. Also, the TRA, through the RSA, can review all sampling data for the Contracting Party. In this instance, TRA will inform the Town Manager, or

the duly authorized representative of the Town Manager, of the compliance status of the IU based on the data.

4. Resample Requirements for Violations

Violations may result in increased sampling frequency. Within thirty (30) calendar days of becoming aware of a discharge limit violation, the SIU or NSCIU will be resampled for the parameter in question. Resampling will not be required if sampling is already being performed at a frequency of at least once per month or additional sampling has already been conducted between the time when the initial sampling was conducted and the time when the sampling results were received.

B. Inspections

The CA's Approved Pretreatment Program provides procedures for conducting inspections at permitted IUs.

1. Contracting Party Inspection Frequency for SIU and NSCIU

The Town Manager, or the duly authorized representative of the Town Manager, shall conduct inspections at each of the permitted IUs at a minimum frequency of one inspection event per year. In addition, the TRA through the RSA, can conduct the inspection at permitted IUs for the Contracting Party.

Additionally, the Town Manager, the duly authorized representative of the Town Manager, or the TRA, if contracted to conduct pretreatment services, will conduct inspections more often if deemed necessary. Other reasons to conduct an inspection can be for purposes of reviewing IU construction activities, and/or to investigate noncompliance issues.

2. Documentation of an Inspection

For each inspection, the Contracting Party will complete the inspection form approved under the CA's Approved Pretreatment Program. During inspections, the Contracting Party will commonly review the following:

- a. Manufacturing processes and waste treatment units;
- b. Chemical storage areas and amounts of chemicals kept on site;
- c. Comparison of water usage with semi-annual reports, permit applications, and/or water use records;
- d. Need for development or update of a slug control plan;
- e. Need for the development of a Toxic Organic Management Plan or assessment of how well the current plan is implemented; and
- f. Need for or adherence to best management practices (BMPs) required by the Town Manager, or the duly authorized representative of the Town Manager, or Categorical Pretreatment Standard.

3. Addressing Deficiencies

The Town Manager, or the duly authorized representative of the Town Manager, will inform the IU of any deficiencies identified in the inspection process and will follow proper enforcement action identified in the Enforcement Response Guide (ERG).

4. Access Denied

The Town Manager, the duly authorized representative of the Town Manager, CA, State and/or Federal agent will obtain a warrant if the IU does not allow entry/access or denies copies of records after displaying the proper credentials.

V. PROCEDURES TO SCREEN AND TRACK COMPLIANCE DATA

A. Contracting Party and Control Authority Responsibilities for Screening Data

The methods and designated personnel responsible for tracking the compliance status of IUs are defined in this ERP. The Contracting Party and/or CA will have responsibilities associated with screening all notices, reports, and data from the IUs. The Contracting Party will address identified violations with appropriate responses as required by this ERP and ERG.

1. Contracting Party Responsibilities

The Contracting Party is responsible for complying with the CA's Approved Pretreatment Program requirements including, issuing permits, conducting inspections, sample monitoring, receiving required reports, and the evaluation of incidents of noncompliance. The role of the Town Manager, or the authorized representative of the Town Manager, will vary based on whether the Contracting Party has entered a RSA with the TRA to assist with implementation of the CA's Approved Pretreatment Program.

a. Contracting Party Without a RSA

The Town Manager, or the duly authorized representative of the Town Manager, will screen data and reports for violations as soon as possible after receipt of the data and/or report, in order to initiate any necessary enforcement action in the timeframe identified in the ERG. As part of this evaluation process, the Town Manager, or the duly authorized representative of the Town Manager, will track non-discharge violations, such as reporting deficiencies or falsification. In addition, the Town Manager, or the duly authorized representative of the Town Manager, will address incomplete or inaccurate reports with an appropriate response and follow-up enforcement actions if necessary. All enforcement actions undertaken by the Contracting Party will follow the guidelines of this ERP and the ERG. The Contracting Party will submit, as required, reports to the CA in a timely manner.

i. SNC Tracking and Public Notice Responsibilities

The Contracting Party shall publish IUs in the month specified in the CA's TPDES or NPDES permit using the criteria for determining Significant Noncompliance (SNC) found in the Contracting Party's Ordinance or at 40 CFR §403.8(f)(2)(viii)(A)-(H), whichever is more stringent.

1) Determining SNC

SNC status of permitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B) shall be determined quarterly in accordance with the following EPA Memorandums:

- Cook, M. (September 9, 1991), *Application and Use of the Regulatory Definition of Significant Noncompliance for Industrial Users*.
- Charles, M. (January 17, 1992), *Determining Industrial User Significant Noncompliance – One Page Summary*

2) Documenting SNC

- a) The Town Manager, or the duly authorized representative of the Town Manager, will document the calculation of the criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B) each quarter and retain this documentation with the SIU file system.
- b) The Town Manager, or the duly authorized representative of the Town Manager, will evaluate the SNC status of permitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(C)–(H) at the time of each violation. The Contracting Party will document the reports associated with the qualifying violations and retain this documentation in the SIU file system.

- c) The Town Manager, or the duly authorized representative of the Town Manager, will evaluate the SNC status of unpermitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(C)(D)and/or(H) at the time of each violation. The Contracting Party will document the reports associated with the qualifying violation and retain this documentation in the SIU file system.
 - 3) SNC Notification to CA and SNC Public Notice
 - a) Each quarter, the Town Manager, or the duly authorized representative of the Town Manager, shall submit an update on the SNC status of each permitted SIU and if applicable, any unpermitted IUs, to the CA.
 - b) The Contracting Party shall publish in the month specified in the CA's TPDES or NPDES permit those IUs which are in SNC. Once published, the Town Manager, or duly authorized representative of the Town Manager, shall forward to the CA an original newspaper publication of the public notice or copy of the newspaper publication with official affidavit of the list of IUs that meet the criteria of SNC. The newspaper publication provided to the CA must include the name of the newspaper and the publication date of the list.
- b. Contracting Party With an Existing RSA

If the TRA is providing contractual pretreatment services to the Contracting Party, the TRA will screen data and reports for violations as soon as possible after receipt of the report/data. When the TRA detects a violation of an IU permit condition and/or the violation qualifies for SNC, TRA will notify the Town Manager, or duly authorized representative of the Town Manager. Exhibit 4 provides a notification example. The Town Manager, or duly authorized representative of the Town Manager, will initiate any necessary enforcement action in a timely manner by following the guidelines of this ERP and the ERG.

i. SNC Tracking and Public Notice Responsibilities

Although the TRA will conduct the evaluation of SNC, the Contracting Party is responsible for publishing IUs in the month specified in the CA's TPDES or NPDES permit. SNC will be determined using the criteria for determining SNC found in the Contracting Party's Ordinance or at 40 CFR §403.8(f)(2)(viii)(A)-(H), whichever is more stringent.

1) Determining SNC

The TRA will evaluate SNC status of permitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B) quarterly in accordance with the following EPA Memorandums:

- Cook, M. (September 9, 1991), *Application and Use of the Regulatory Definition of Significant Noncompliance for Industrial Users*.
- Charles, M. (January 17, 1992), *Determining Industrial User Significant Noncompliance – One Page Summary*.

2) Documenting SNC

- a) The TRA will document the calculation of the criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B) each quarter, and the TRA will retain this documentation with the TRA Contracting Party's file system.
- b) The TRA will evaluate the SNC status of permitted IUs for criteria at 40CFR §403.8(f)(2)(viii)(C)–(H) at the time of each violation. The TRA will document the reports associated with qualifying violations, and the TRA will retain this documentation in the TRA Contracting Party's SIU file system.
- c) The TRA will evaluate the SNC status of unpermitted IUs for criteria at 40 CFR §403.8(f)(2)(viii)(C)(D) and/or (H) at the time of each violation. The TRA will document the reports associated with qualifying violations, and the TRA will retain this documentation in the TRA Contracting Party's file system.

3) SNC Notification to the Contracting Party and SNC Public Notice

- a) The TRA will identify and notify the Town Manager, or the duly authorized representative of the Town Manager, when IUs are in SNC. The Town Manager, or the duly authorized representative of the Town Manager, will then notify the IUs of their SNC status. At the end of the Pretreatment Year, the TRA will submit a list of IUs that are considered to be in SNC to the Town Manager, or the duly authorized representative of the Town Manager, for publication.
- b) The Contracting Party shall publish in the month specified in the CA's TPDES or NPDES permit, the IUs who are in SNC. Once published, the Town Manager, or the duly authorized representative of the Town Manager, shall forward an original newspaper publication of the public notice or copy of the newspaper publication with an official affidavit of the list of IUs that meet the criteria of SNC to the CA. The newspaper publication provided to the CA must include the name of the newspaper and the publication date of the list.

2. CA Responsibilities

The Contracting Party is responsible for submitting to the CA all IU documents required by the wastewater contract and the CA's Approved Pretreatment Program. The CA is responsible for screening these documents received from

the Contracting Party in a timely manner and notifying the Town Manager, or the duly authorized representative of the Town Manager, of any deficiencies. The CA will file documents from the Contracting Party in the TRA Contracting Party IU file system. The CA will submit required reports on compliance to the Approval Authority. The CA may also provide pretreatment and laboratories services to the Contracting Party on a contractual basis to assist the Contracting Party in its compliance verification activities identified in this ERP. The Contracting Party will be responsible for conducting enforcement actions.

B. Contracting Party and Control Authority Responsibilities for Submission of Data

1. Contracting Party Responsibilities

a. Contracting Party Without a RSA

The Town Manager, or the duly authorized representative of the Town Manager, is responsible for maintaining complete files on each permitted IU and applicable unpermitted IUs. The Contracting Party will note the date of receipt on all notices, reports, and data received from IUs. The Town Manager, or the duly authorized representative of the Town Manager, will submit to the CA copies of documents required by the wastewater contract or the CA's Approved Pretreatment Program as necessary.

b. Contracting Party with a RSA

If the TRA is providing contractual pretreatment services to the Contracting Party, the TRA will directly receive and review notices, reports and data submitted by permitted IUs and unpermitted IUs. The TRA will maintain complete files on each permitted IU and applicable unpermitted IUs. The Town Manager, or the duly authorized representative of the Town Manager, will forward any enforcement documents, signed wastewater permits, and other documents related to IUs which were not sent directly to TRA. The TRA will note the date of receipt on all notices, reports, and data received from IUs. The TRA is responsible for reviewing incoming notices, reports, and data from Contracting Parties and/or IUs. The TRA will address incomplete reports in accordance with procedures outlined in this ERP.

2. CA Responsibilities

The CA will note the date of receipt on all notices, reports, and data from Contracting Parties. All notices, data, and reports sent and received by the CA are kept in a file system that contains additional delineated IU files. The CA will adhere, at minimum, to document review as stipulated in the wastewater contract. The CA will notify the Town Manager, or the duly authorized representative of the Town Manager, of any reporting deficiencies. The Contracting Party will address incomplete reports according to procedures outlined in this ERP and the CA's Approved Pretreatment Program.

3. Tracking Information

The CA and/or Contracting Party will track dates associated with IU notices, data, and reports with a computer, a monthly update log, and/or the IU files. The CA and/or Contracting Party will address incomplete reports according to procedures outlined in this ERP. The following notices and reports require date tracking:

- a. Notification of a violation from a permittee within twenty-four (24) hours of the permittee becoming aware of the violation;
- b. Compliance schedule progress reports;
- c. Baseline monitoring reports, including required BMP compliance information (Categorical Industrial User [CIU] and NSCIU only);
- d. Ninety (90) day compliance reports, including required BMP compliance information (CIU and NSCIU only);
- e. Periodic reports on continued compliance, including any applicable self-monitoring and required BMP compliance information (SIU and NSCIU);
- f. NSCIU annual reports and certification statement;
- g. Notifications of changed discharge;
- h. Permit applications;
- i. Notices of potential problems, including slug loading;
- j. Notices of changes at the permitted facility affecting the potential for slug discharge;
- k. Notifications of hazardous waste discharge;
- l. Requested inspection follow up reports;
- m. Thirty (30) day re-sampling for effluent related noncompliance, and
- n. Other reports as required by permit and/or requested by the Town Manager, or the duly authorized representative of the Town Manager, from permitted IUs and unpermitted IUs.

VI. RESPONSE CRITERIA

This ERP establishes a proper range of enforcement responses that identify many common discharge and non-discharge violations. The Contracting Party will often choose from between several applicable responses. The Contracting Party will consider, among other factors, the following criteria when determining a proper response to IU violations:

- A. Magnitude of the violation;

- B. Duration of the violation;
- C. Effect on the receiving water;
- D. Effect on the POTW, its treatment processes or operations, or its sludge processes, use or disposal;
- E. Compliance history of the IU,
- F. Economic benefit to the IU of noncompliance; and
- G. Good Faith of the IU

“Good Faith” means the Contracting Party’s perception of the IU’s honest intention to remedy any noncompliance, combined with actions that reflect this intention. An IU’s demonstrated willingness to comply may predispose the Contracting Party to select less stringent enforcement responses. “Good Faith” will not eliminate the necessity for enforcement action. Compliance with any previous enforcement orders will not necessarily demonstrate “Good Faith”.

VII. ENFORCEMENT RESPONSES

A. Severity of Violation

The Contracting Party may initially rely on informal actions such as telephone calls or Notices of Violation (NOVs) where violations are not significant, or do not result in immediate harm. However, when the violation is significant, or when the IU does not promptly undertake corrective action, the Contracting Party shall respond with more severe enforcement actions. In either case, enforcement response will promote a return to compliance in a timely manner.

For Contracting Parties with a RSA, the TRA can provide enforcement guidance based on the requirements of this ERP, but the Town Manager, or the duly authorized representative of the Town Manager, must conduct formal enforcement actions.

1. Determining Magnitude of the Violation

The Town Manager, or the duly authorized representative of the Town Manager, will determine if IU violations are significant or not significant. In addition, the Town Manager, or the duly authorized representative of the Town Manager, will assess the severity of the violation for impact on the POTW and receiving stream. Finally, the Town Manager, or the duly authorized representative of the Town Manager, will evaluate the frequency in regards to the same type of violation.

a. Significant Violations

A significant violation meets the criteria for classifying an IU as in SNC, as defined in the Town's Ordinance, and requires additional supplemental enforcement action of public notice. The Town Manager, or the duly authorized representative of the Town Manager, will respond to significant violations based on severity, which requires evaluating the violation for harmful impact to the POTW.

b. Harm

An IU violation is considered to cause harm if it has negative impacts on the POTW that interfere, harm, or damage POTW personnel, equipment, processes, operations, or cause biosolids contamination resulting in increased disposal costs. Additionally, an IU violation that has the potential to affect the receiving stream, impact the receiving stream, and/or contributes to a violation of the CA's TPDES or NPDES permit is considered harmful.

c. Recurring Violations

Recurring violations indicate that chronic problem(s) exist(s) at the IU. The Town Manager, or the duly authorized representative of the Town Manager, will escalate its enforcement response when follow-up activities indicate either the violation persists or the IU is not achieving satisfactory progress.

Recurring, for purposes of this ERP, means three noncompliant events for each separate parameter or non-effluent violation over a twelve (12) month period from the date of the initial same type violation. For example, three recurring zinc violations would be evaluated separately from other recurring effluent violations and other recurring non-effluent violations. The Town Manager, or the duly authorized representative of the Town Manager, shall increase enforcement on the third violation for the same type of noncompliant event, unless the second violation qualifies as a significant violation and/or a violation that will harm the POTW.

2. Consistent Compliance

The Town Manager, or the duly authorized representative of the Town Manager, conducts enforcement actions to remedy IU violations of the CA's Approved Pretreatment Program and return the IU to consistent compliance in a timely manner. For purposes of this ERP, consistent compliance means no IU violations of the same type in a twelve (12) month period.

B. Enforcement Response Evaluation

The Contracting Party may use several initial and follow-up actions in responding to noncompliance issues. Which response, or combination of responses the Contracting Party uses will depend on the violation's severity, event duration, effect on the environment and/or POTW, the IU's economic benefit received from remaining in noncompliance, and the IU's compliance history including past "Good Faith" in taking corrective action. The Town Manager, or the duly authorized

representative of the Town Manager, may assess penalties to IUs committing significant violations based upon the economic benefit received. The following document may be used to calculate the amount of the penalty.

- United States Environmental Protection Agency. *Guidance Manual for POTW's to Calculate the Economic Benefit of Noncompliance*, Office of Water Enforcement and Permits. (September 1990)

C. Enforcement Response Actions

The Town Manager, or the duly authorized representative of the Town Manager, will use the ERG to determine an appropriate enforcement action. When the IU fails to return to compliance following the initial enforcement response, the Contracting Party will escalate its enforcement in a follow-up action in response to subsequent noncompliance within the guidelines provided in this ERP. Possible enforcement actions are as follows:

1. Informal Notice

This is an informal communication between the Contracting Party with the IU to discuss noncompliance. This discussion is a starting point for situations that are not a significant violation. This can be a verbal or written notification. For Contracting Parties with a RSA, the TRA can provide informal notice, but must also inform the Town Manager, or the duly authorized representative of the Town Manager, of the notification.

2. Notice of Violation (See Exhibit 2)

The NOV is an official communication from the Contracting Party to the noncompliant IU informing the IU of a pretreatment violation. The purpose of the NOV is to notify the IU of the violation(s) and to request a response within a given time period, usually within ten (10) business days.

3. Review meeting

A review meeting is a meeting between the IU and Contracting Party usually preceding an increased enforcement action. This meeting can be at the request of the IU and/or Contracting Party. The meeting serves as an avenue for discussion of the current situation and/or the sequence of events on impending action. For Contracting Parties with a RSA, the Town Manager, or the duly authorized representative of the Town Manager, can have the TRA conduct a review meeting on behalf of the Contracting Party. In this instance, the TRA will provide a summary of the meeting to the Town Manager, or the duly authorized representative of the Town Manager.

4. Compliance Schedule

A compliance schedule is a schedule that contains increments of progress in the form of milestones and corresponding dates for the commencement and completion of those milestones. Milestones are often major events leading to the construction and operation of additional pretreatment required for the IU to meet

an applicable Pretreatment Standards. Such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation. An IU's permit or an administrative order (AO) may contain a compliance schedule. In addition, the Town Manager, or the duly authorized representative of the Town Manager, can require a standalone compliance schedule.

5. Administrative Order

An Administrative Order (AO) is an enforcement documents that direct an IU to undertake and/or cease specific activities. The Town Manager, or the duly authorized representative of the Town Manager, may or may not negotiate the terms of the AO with the IU. The AO may incorporate compliance schedules, civil or criminal penalties, and termination of service orders. There are four types of AOs that the Contracting Party may utilize alone or in combination.

a. Cease and Desist Order (See Exhibit 3)

A Cease and Desist Order directs an IU to cease illegal unauthorized discharges immediately or terminate its discharge altogether. The Town Manager, or the duly authorized representative of the Town Manager, uses this order in situations where the discharge could cause harm such as interference or pass-through at the treatment plant, or otherwise causes an emergency at the treatment plant or in the collection system. The Contracting Party can order immediate cessation of any discharge to its collection system, regardless of an IU's compliance status and may revoke any wastewater discharge permits held by the IU. If the user fails to comply with the order, the Contracting Party may take independent action to halt the discharge, such as terminating water service, conducting physical severance, or blocking the IU's connection point.

b. Consent Order (See Exhibit 4)

A Consent Order is an agreement between the Contracting Party and the IU normally containing three elements:

- i. Compliance schedule(s);
- ii. Stipulated fines or remedial actions; and
- iii. Signatures of the Contracting Party and IU representatives.

c. Show Cause Order (See Exhibit 5)

A Show Cause Order directs the IU to appear before the Contracting Party to explain its noncompliance, and show cause as to why more severe enforcement actions against the IU should not be pursued. The CA may be present during the hearing. The Town Manager, or the duly authorized representative of the Town Manager, can use this order to investigate violations of previous AOs.

d. Compliance Order (See Exhibit 6)

A Compliance Order directs the IU to achieve or restore compliance by a date specified in the order. The Town Manager, or the duly authorized representative of the Town Manager, need not discuss the terms of this order with the IU prior to issuance. The Contracting Party may use this order to require an IU to develop management practices, spill prevention programs, and any other Approved Pretreatment Program requirements.

6. Civil Litigation

Civil litigation is the formal process of filing a lawsuit(s) against an IU to secure court ordered actions to correct violations and to secure penalties for violations including the recovery of costs to the POTW impacted by the noncompliance. Civil litigation also includes enforcement measures that require involvement or approval by the courts, such as injunctive relief and settlement agreements. The Contracting Party can pursue civil litigation when the corrective action required is costly and complex, or when the IU is unmanageable and/or unwilling to cooperate.

a. The following three general situations demonstrate when civil litigation is an appropriate enforcement action:

- i. Situations in which injunctive relief is necessary to halt or prevent discharges which threaten human health or the environment, or interfere with the POTW;
- ii. Situations in which efforts to restore compliance through cooperation with the IU have failed and a court supervised settlement (consent decree) is necessary to enforce Approved Pretreatment Program requirements;
- iii. Situations in which it is necessary to impose civil penalties and/or to recover losses incurred due to the noncompliance.

b. The Contracting Party will utilize three types of civil litigation either alone or in conjunction. They are as follows:

i. Consent Decree

A consent decree is an agreement between the Contracting Party and the IU reached after the Contracting Party files a lawsuit. The consent decree is signed by the judge assigned to the case. The Contracting

Party uses a consent decree when the violator is willing to acknowledge and correct the noncompliance and the Contracting Party and the violator agree on the penalty. The agreement can be formalized prior to a full hearing on the issue(s).

ii. Injunction

An injunction is a court order that directs parties to follow an established procedure and/or to refrain from specific actions. A Contracting Party uses an injunction if the delays involved in filing a suit would result in irreparable harm. A cease and desist order may be used in place of injunctive relief.

iii. Civil Penalties and Cost Recovery

Civil penalties and cost recovery are forms of reimbursement to the Contracting Party and/or the CA by the IU to pay for all expenses incurred while responding to noncompliance. This may include restoration of the physical treatment plant and collection system, payment for medical treatment of injured personnel, and indemnification for all fines assessed for NPDES or TPDES permit violations. Civil penalties and cost recovery may be court ordered.

7. Criminal Prosecution

Criminal prosecution is the formal process of charging individuals and/or organizations with violations of Ordinance provisions that are punishable, upon conviction, by citation/fines and/or imprisonment. The purpose is to punish established noncompliance through court proceedings and to deter future noncompliance.

a. Citations

Town Ordinance allows the Contracting Party to issue citations as court summons for Class C Misdemeanors. Maximum fines should be the maximum allowed by state law, currently \$2,000 per day, per violation. If applicable, the Contracting Party can pursue higher charges under the appropriate state law, which could result in higher fines or imprisonment.

8. Termination of Wastewater Services

Termination of wastewater service is the revocation of an IU's privilege to discharge industrial wastewater into the Contracting Party's wastewater system. Termination may be accomplished by physical severance or blocking of the industry's connection to the collection system, by issuance of an AO that requires the IU to terminate its discharge, or by a court ruling. The Contracting Party should consider termination of wastewater service as an appropriate response to IUs that have not responded adequately to previous enforcement remedies. The Contracting Party issues a notice to the IU, when possible, to fulfill the due process requirements associated with service termination and enables the IU to

halt production in time to avoid backflows, spills, and other harm to the IU's facility, as well as time to look for alternative means of wastewater disposal.

9. Supplemental Enforcement Actions

The Town Manager, or the duly authorized representative of the Town Manager, shall determine on an individual basis to use supplemental enforcement responses to reinforce the compliance obligations of IUs. The three categories below identify these supplemental actions:

a. Public Notice

As a requirement of 40 CFR §403.8(f)(2)(viii) there will be an annual publication of a list of IUs which were in SNC. The Town Manager, or the duly authorized representative of the Town Manager, shall evaluate IUs for SNC four times a year, in accordance with EPA guidelines as shown in the "rolling" quarter's method for SNC criteria at 40 CFR §403.8(f)(2)(viii)(A) and (B). In addition, the Town Manager, or the duly authorized representative of the Town Manager, shall evaluate IUs for SNC at the time of the qualifying violation for criteria 40 CFR §403.8(f)(2)(viii)(A)-(H). Publication of the list satisfies the public's right to know of violations affecting the immediate environment and causing additional expenditures of public funds to operate and maintain the POTW. Additionally, publication discourages IUs from committing pretreatment violations.

b. Increased Monitoring and Reporting

The Town Manager, or the duly authorized representative of the Town Manager, may increase surveillance activities (i.e., sampling and inspections) when an IU demonstrates a history of noncompliance. Additionally the Town Manager, or the duly authorized representative of the Town Manager, may require the IU to conduct more self-monitoring and reporting until the problem is corrected and consistent compliance is demonstrated. Increased monitoring should be ordered for a specified time period or until a compliance milestone is achieved.

c. Cost Recovery for Damages, Abatement, and Remediation

Users or responsible persons may be required to make reimbursement to the Contracting Party and/or CA to pay for all expenses incurred in responding to violations. This may include restoration of the physical treatment plant and collection system, repairs or replacement of equipment, payment for medical treatment of injured personnel, and indemnification for all fines assessed for NPDES or TPDES permit violations. This may also include costs for abatement, cleanup, or remediation from prohibited discharges to the sanitary sewer or any area that drains to the sanitary sewer. The Contracting Party may conduct cost recovery through administrative action or court ordered civil penalties.

VIII. ENFORCEMENT RESPONSE GUIDE

The ERG shall serve as a matrix describing violations and indicates a range of appropriate enforcement options. It defines the range of enforcement actions based on the nature and severity of the violations and other relevant factors and will promote consistent and timely use of enforcement remedies. The guide allows the Contracting Party to select from several alternative initial and follow-up actions. When an IU fails to return to compliance following enforcement response, the Contracting Party shall escalate its enforcement response.

A. The Contracting Party shall consider the following criteria when determining a proper enforcement action:

1. Magnitude of the violation;
2. Duration of the violation;
3. Effect of the violation on the receiving water;
4. Effect of the violation on the POTW processes and sludge disposal;
5. Compliance history of the IU;
6. Economic benefit to the IU of noncompliance; and
7. . Good Faith of the IU.

B. The attached ERG identifies types of common violations the Contracting Party anticipates, determines which responses are appropriate for many of the common discharge and non-discharge violations, identifies initial and follow-up responses to the violations, and designates personnel responsible for administering each of these responses. The following guidelines are a tool and will be used as follows:

1. Locate the type of violation in the first column and identify the most accurate description of the violation in the second column.
2. Assess the appropriateness of the recommended response(s) in the second column. First offenders or IUs demonstrating "Good Faith" efforts may merit a more lenient response. Similarly, repeat offenders or those demonstrating negligence may require an escalated response.
3. Apply the chosen enforcement action to the IU from the third column. Specify if any supplemental enforcement actions are chosen.
4. Determine appropriate personnel for the enforcement action. The fourth column indicates personnel responsible for delivery each response.
5. Follow-up with escalated enforcement action if the IU does not respond or violations continue.

**ENFORCEMENT RESPONSE GUIDE
SUMMARY OF ACTION**

Violation	Nature of the Violation	Enforcement Action	Personnel
1. Failure to apply for discharge permit <u>Applies to:</u> Unpermitted Users	Not Significant, if classified as SIU-non CIU	- Informal Notice with Application - NOV with Application	Town Manager ^e
	Significant, if classified as CIU	- NOV with Application - Review Meeting with Application	
	Recurring	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
2. Failure to apply for renewal discharge permit <u>Applies to:</u> Permitted Users	Not Significant; Has not submitted application within specified time frame required in permit	- Informal Notice	Town Manager ^e
	Significant; >45 days late in submitting application in regards to specified time frame required in permit	- NOV - Review Meeting - AO - Criminal Prosecution	
	Significant Permit is expired; IU continues to discharge	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
3. Late reports <u>Applies to:</u> Permitted Users	Not Significant; <45 days	- Informal Notice - NOV	Town Manager ^e
	Significant; >45 days	- NOV - Review Meeting	
	Recurring; Not Significant; > 45 Days	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; > 45 Days	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	

**ENFORCEMENT RESPONSE GUIDE
SUMMARY OF ACTION**

Violation	Nature of the Violation	Enforcement Action	Personnel
4. Failure to properly sign reports with certification statement. Designated signatory must sign required report, or report is incomplete. <u>Applies to:</u> Permitted Users Dental Dischargers	First and Second Occurrence	- Informal Notice	Town Manager ^e
	Recurring	- NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
5. Failure to report changed discharge or changed conditions <u>Applies to:</u> Permitted Users	Significant; No Harm	- NOV - Review Meeting	Town Manager ^e
	Recurring; Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	

ENFORCEMENT RESPONSE GUIDE

SUMMARY OF ACTION			
Violation	Nature of the Violation	Enforcement Action	Personnel
6. Failure to report discharge of hazardous waste <u>Applies to:</u> Unpermitted Users Permitted Users	Significant; No Harm	- NOV - Review Meeting	Town Manager ^e
	Recurring; Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
7. Missed dates in compliance schedules <u>Applies to:</u> Unpermitted Users undergoing permit process Permitted Users	Missed milestone by < 45 days; Not Significant	- Informal Notice - NOV	Town Manager ^e
	Recurring; Not Significant	- NOV - Review Meeting - Civil Litigation - Criminal Prosecution - Terminate Service	
	Missed milestone by >45 days; Significant	- NOV - Review Meeting	
	Recurring; Significant; Missed final milestone with no reasonable cause for delay	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	

**ENFORCEMENT RESPONSE GUIDE
SUMMARY OF ACTION**

Violation	Nature of the Violation	Enforcement Action	Personnel
8. Falsification of Information to POTW <u>Applies to:</u> Unpermitted Users Permitted Users	Good Faith; No intent; No Harm	- Informal Notice - Review Meeting	Town Manager ^e
	Proven; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution	
	Proven; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
9. Violation of pretreatment standards (effluent limitations, BMPs, etc) <u>Applies to:</u> Permitted Users	Not Significant; No Harm	- Informal Notice - NOV - Compliance Schedule	Town Manager ^e
	Significant; No Harm	- NOV - Review Meeting - Compliance Schedule	
	Recurring; Not Significant or Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	

ENFORCEMENT RESPONSE GUIDE			
SUMMARY OF ACTION			
Violation	Nature of the Violation	Enforcement Action	Personnel

<p>10. Failure to sample or monitor correctly if IU is required to conduct self-monitoring</p> <p><u>Applies to:</u></p> <p>Permitted Users</p>	Failure to monitor all pollutants as required by permit	<ul style="list-style-type: none"> - Informal Notice and require retest - NOV and require retest 	<p>Town Manager^e</p>
	Recurring, Failure to monitor all pollutants as required by permit	<ul style="list-style-type: none"> - NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service 	
	Improper sampling procedure and/or improper analysis method	<ul style="list-style-type: none"> - Informal Notice and require retest - NOV and require retest 	
	Recurring, improper sampling procedure and/or improper analysis method	<ul style="list-style-type: none"> - NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service 	
	Failure to monitor in correct location	<ul style="list-style-type: none"> - Informal Notice and require retest - NOV and require retest 	
	Recurring, failure to monitor in correct location	<ul style="list-style-type: none"> - NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service 	
<p>11. Failure to report required or voluntary monitoring of any regulated pollutant at permitted sampling location</p> <p><u>Applies to:</u></p> <p>Permitted Users</p>	Not Significant	<ul style="list-style-type: none"> - Informal Notice - NOV 	<p>Town Manager^e</p>
	Significant or Recurring	<ul style="list-style-type: none"> - NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service 	

ENFORCEMENT RESPONSE GUIDE			
SUMMARY OF ACTION			
Violation	Nature of the Violation	Enforcement Action	Personnel

<p>12. Failure to develop and or implement BMP required by permit</p> <p><u>Applies to:</u></p> <p>Permitted Users</p>	Not Significant; No Harm	- Informal Notice - NOV	Town Manager ^e
	Significant; No Harm	- NOV - Review Meeting	
	Recurring; Not Significant or Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	
<p>13. Violates prohibited discharge criteria or specific discharge prohibitions</p> <p><u>Applies to:</u></p> <p>Permitted Users</p>	Not Significant; No Harm	- NOV	Town Manager ^e
	Significant; No Harm	- NOV - Review Meeting	
	Recurring; Not Significant or Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	

**ENFORCEMENT RESPONSE GUIDE
SUMMARY OF ACTION**

Violation	Nature of the Violation	Enforcement Action	Personnel

<p>14. Slug load discharges</p> <p><u>Applies to:</u></p> <p>Unpermitted Users</p> <p>Permitted Users</p>	No Harm	<ul style="list-style-type: none"> - Informal Notice - Slug Control Plan 	<p>Town Manager^e</p>
	Recurring; No Harm	<ul style="list-style-type: none"> - NOV and Slug Control Plan - Review Meeting and Slug Control Plan - AO - Civil Litigation - Criminal Prosecution - Terminate Service 	
	Harm	<ul style="list-style-type: none"> - AO - Civil Litigation - Criminal Prosecution - Terminate Service 	
	Recurring; Harm	<ul style="list-style-type: none"> - Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service 	
<p>15. Violation of local limit or prohibited discharge criteria</p> <p><u>Applies to:</u></p> <p>Unpermitted Users</p>	No Harm	<ul style="list-style-type: none"> - Informal Notice - Permit Application 	<p>Town Manager^e</p>
	Recurring; Not Significant or Significant; No Harm	<ul style="list-style-type: none"> - NOV and Permit Application - Review Meeting and Permit Application 	
	Significant; Harm	<ul style="list-style-type: none"> - AO - Civil Litigation - Criminal Prosecution - Terminate Service 	
	Recurring; Significant; Harm	<ul style="list-style-type: none"> - Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service 	
<p>16. Failure to allow access to the facility, facility area, or facility records</p> <p><u>Applies to:</u></p> <p>Unpermitted Users</p> <p>Permitted Users</p>	<p>Entry denied or consent withdrawn; Copies of records denied</p>	<ul style="list-style-type: none"> - Obtain warrant and return to IU 	<p>Town Manager^e</p>

**ENFORCEMENT RESPONSE GUIDE
SUMMARY OF ACTION**

Violation	Nature of the Violation	Enforcement Action	Personnel
17. Failure to install and/or maintain monitoring equipment <u>Applies to:</u> Permitted Users	Not Significant	- Informal Notice - NOV	Town Manager ^e
	Significant	- NOV - Review Meeting	
	Recurring Not Significant	- NOV - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
18. Failure to properly operate and/or maintain treatment equipment <u>Applies to:</u> Permitted Users	Not Significant; No Harm	- Informal Notice - NOV	Town Manager ^e
	Significant; No Harm	- NOV - Review Meeting	
	Recurring; Not Significant or Significant; No Harm	- Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Significant; Harm	- AO - Civil Litigation - Criminal Prosecution - Terminate Service	
	Recurring; Significant; Harm	- Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	

ENFORCEMENT RESPONSE GUIDE SUMMARY OF ACTION			
Violation	Nature of the Violation	Enforcement Action	Personnel

<p>19. Wastestreams are diluted in lieu of proper treatment</p> <p><u>Applies to:</u> Permitted Users</p>	<p>Good Faith; No intent; No Harm</p>	<ul style="list-style-type: none"> - Informal Notice - NOV 	<p>Town Manager^e</p>
	<p>Recurring or Proven; No Harm</p>	<ul style="list-style-type: none"> - Review Meeting - AO - Civil Litigation - Criminal Prosecution - Terminate Service 	
	<p>Proven; Harm</p>	<ul style="list-style-type: none"> - Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service 	
<p>20. Failure to maintain sample point that allows for and does not interfere with representative sample collection</p> <p><u>Applies to:</u> Permitted Users</p>	<p>First and Second Occurrence</p>	<ul style="list-style-type: none"> - Informal Notice 	<p>Town Manager^e</p>
	<p>Recurring</p>	<ul style="list-style-type: none"> - NOV - Review Meeting - AO - Citation - Civil Litigation - Criminal Prosecution - Terminate Service 	
<p>21. Inadequate recordkeeping</p> <p><u>Applies to:</u> Permitted Users</p>	<p>IU's recordkeeping/files are incomplete and/or missing documents, Good Faith</p>	<ul style="list-style-type: none"> - Informal Notice - NOV 	<p>Town Manager^e</p>
	<p>IU's recordkeeping/files continue to be incomplete and/or missing documents or No Good Faith</p>	<ul style="list-style-type: none"> - NOV - Review Meeting - AO - Citation - Civil Litigation - Criminal Prosecution - Terminate Service 	

ENFORCEMENT RESPONSE GUIDE			
SUMMARY OF ACTION			
Violation	Nature of the Violation	Enforcement Action	Personnel

22. Failure to mitigate noncompliance or halt production <u>Applies to:</u> Permitted Users	Good Faith effort demonstrated	-Review Meeting -AO	Town Manager ^e
	Recurring or No Good Faith	- AO - Citation - Civil Litigation - Criminal Prosecution - Terminate Service	
23. Any other violation not elsewhere described in the Enforcement Response Guide	Any	- NOV - Review Meeting - AO - Show Cause Order - Civil Litigation - Criminal Prosecution - Terminate Service	Town Manager ^e

- a. All violations may be subject to supplemental enforcement actions as defined in this ERP and include public notice, increased monitoring and reporting, and cost recovery for damages, abatement and remediation.
- b. All violations will be identified and documented within thirty (30)days of receiving compliance information.
- c. Violations which threaten health, property or environmental quality are considered emergencies and will receive immediate responses such as halting the discharge or termination of service.
- d. The Town’s enforcement actions will include specified date(s) at which the Town expects a response from a user that has violated provisions of the ordinance. All violations will normally be addressed by the user within ten (10) to thirty (30) business days of the identification of noncompliance. The Town will pursue users return to compliance as quickly as seems practical, taking into account as many factors as appropriate for the situation.
- e. Town Manager or the duly authorized representative of the Town Manager.

Number]

[Insert TRA File

[Insert Date]

[Insert Contract Party Pretreatment Representative Name]

[Insert Contract Party Pretreatment Representative Title]

Town of *[Insert name of Town]*

[Insert Street Address]

[Insert Town], Texas [Insert Zip Code]

Dear *[Mr./Ms.] [Insert Contracting Party Representative Last Name]*:

Monitoring activities were conducted at *[Insert name of SIU as it appears on Permit]*. The enclosed analysis indicates noncompliance with the *[Insert name of SIU as it appears on Permit]*'s "Permit to Discharge Industrial Wastewaters to the Sanitary Sewer" at the time of the monitoring activity. *[Note this opening paragraph can be adjusted to accommodate or explain other types of violations besides a violation(s) of a numeric permit limit.]*

The Town of *[Insert name of Town]* (Town) is responsible for the administration and enforcement of Ordinance No. *[Insert all current Ordinance Nos. that were approved for the Town under the TRA-DCRWS Pretreatment Program]*. The Town and the Trinity River Authority (TRA) must also comply with the Environmental Protection Agency's (EPA) General Pretreatment Regulations (40CFR §403) and the Ordinance.

Therefore, a Notice of Violation (NOV) should immediately be sent to the industry with a request to submit within ten (10) business days of receiving this notice a report containing the following:

1. The problems(s) per the NOV issued.
2. The possible cause(s) of the problem(s).
3. The steps being taken to minimize or curtail the reoccurrence of the problem(s).

A copy of the NOV issued to the industry and the industry's report must be sent to the TRA's Pretreatment Division within one (1) month of the Town's receipt of the TRA monitoring report.

The NOV must also be addresses by the Town as to what its actions against the industry may be. This may entail a progressive enforcement, a fine, etc. Progressive enforcement is an essential part of the pretreatment enforcement program as required by the General Pretreatment

Regulations.

[Insert Contract Party Pretreatment Representative Name]

[Insert Date of Letter]

[Insert TRA File Number]

Page 2

It is not the intent of the TRA to cause undue hardship for the industries in your Town; however, enforcement of Ordinance No. *[Insert all current Ordinance Nos. that were approved for the Town under the TRA-DCRWS Pretreatment Program]* is a requirement of the TRA Denton Creek Regional Wastewater System's (DCRWS) Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0013457001.

Sincerely,

[Insert Name of TRA Environmental Specialist]

Environmental Specialist

Enclosure *[Enclose a copy of the summary of the results identifying noncompliance and lab report if needed]*

cc: *[Insert Name]*, Manager, DCRWS
[Insert Name], Environmental Supervisor, CRWS

[Insert Date]

[Insert SIU's Designated Signatory's Name]
 [Insert SIU's Designated Signatory's Title]
 [Insert name of SIU as it appears on the Town's issued permit]
 [Insert Street Address]
 [Inset Town], Texas [Insert Zip Code]

Re: Noncompliant Wastewater Discharge

Dear [Mr./Ms.] [Insert SIU's Designated Signatory's Last Name]:

Monitoring activities were conducted on [insert date(s) of sample collection event that is in noncompliance] at [Insert name of SIU as it appears on the Town's issued permit] "Permit to Discharge Industrial Wastewater to the Sanitary Sewer" at the time of the monitoring activity.

This letter shall serve as an OFFICIAL NOTICE OF VIOLATION
 [Note the opening paragraph and the "To Wit:" section can be adjusted to accommodate or explain other types of violations besides a violation(s) of a numeric permit limit.]

To Wit:

<u>Date</u>	<u>Parameter</u>	<u>Outfall</u>	<u>Result (mg/L)</u>	<u>Daily Limit (mg/L)</u>	<u>Monthly Limit (mg/L)</u>
01/02/2014	Oil and Grease	001	205	200	NA

A report addressing the following must be submitted within ten (10) business days of the receipt of this letter:

1. Nature of the violation;
2. Cause(s) or possible cause(s) of problem(s) which resulted in the violation(s), and
3. Corrective action(s) taken to ensure compliance.

This notification shall not relieve the user of any expense, loss, damage, or other liability which may have incurred as a result of damage to the Town's collection line, POTW, or any other damage to person(s) or property, nor shall this notification relieve the user of any fine, civil penalties, or other liabilities which may be imposed.

[Insert SIU's Designated Signatory's Name]

[Insert Date of Letter]

Page 2

It is not the intent of the Town or the Trinity River Authority (TRA) to cause undue hardship for its industries; however, enforcement of Ordinance No. *[Insert all current Ordinance Nos. that were approved for the Town under the TRA-DCRWS Pretreatment Program]* is a requirement of the TRA Denton Creek Regional Wastewater System's (DCRWS) Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0013457001.

Sincerely,

[Insert Contract Party Pretreatment Representative Name]

[Insert Contract Party Pretreatment Representative Title]

Enclosure *[Enclose a copy of the summary of the results identifying noncompliance and lab report if needed]*

cc: *[Insert Name of Normal onsite contact]*, *[Insert Title of this contact]*, *[Insert Name of SIU]*
[Insert Name], Environmental Specialist, TRA

TOWN OF ARGYLE

IN THE MATTER OF

*

*

CEASE AND DESIST ORDER

[INSERT NAME OF INDUSTRY]

*

[INSERT ADDRESS OF INDUSTRY]*

LEGAL AUTHORITY

The following findings are made and order issued pursuant to the powers, duties and responsibilities vested in and imposed upon the Town Manager of Public Works by provisions of the Town's Industrial Wastewater Ordinance. This order is based on findings of violation of the conditions of the wastewater discharge permit issued under the Town's Industrial Wastewater Ordinance.

FINDINGS

1. The Town of Argyle (hereafter, "Town") discharges wastewater to the Trinity River Authority Denton Creek Regional Wastewater Treatment System which has implemented a pretreatment program to control industrial discharges in accordance with the Texas Pollutant Discharge Elimination System Permit No. WQ0013457001.
2. [Insert name of Industry] discharges non-domestic wastewater containing pollutants into the sanitary sewer system of the Town of Argyle.
3. [Insert name of Industry] is a [Insert either "significant industrial user" or "industrial user" depending on the classification of the User.] as defined by the Town's Industrial Wastewater Ordinance.

[If the User is a permitted significant industrial user utilize the language in 4. If the User is an unpermitted Industrial User, utilize the language in 4a.]

4. [Insert name of Industry] was issued a wastewater discharge permit on [Insert the issuance date on the current wastewater permit] which contains prohibitions, restrictions and other limitations on

the quality of the wastewater it discharges to the sanitary sewer.

- 4a. *[Insert name of Industry]* is subject to the Town Industrial Wastewater Ordinance, *[Insert all current Ordinance Nos. that were approved for the Town under the TRA-DCRWS Pretreatment Program]* which contains prohibitions, restrictions and other limitations on the quality of the wastewater it discharges to the sanitary sewer.
5. Pursuant to the ordinance *[Insert “and the above-referenced permit” if the User is permitted]*, data is routinely collected or submitted on the compliance status of *[Insert name of Industry]*.
6. This data shows that *[Insert name of Industry]* has violated the Industrial Wastewater Ordinance in the following manner:

[Note the violations could vary from examples provided below]

- a. *[Insert name of Industry]* has continuously violated its *[Insert either “permit limits” if user is permitted or “ordinance limits” if user is not permitted]* for *[Insert Pollutant Type; e.g., copper and zinc]* in each sample collected from *[Insert Date]* to *[Insert Date]*.
- b. *[Insert name of Industry]* has also failed to comply with an administrative compliance order requiring the installation of a pretreatment system and the achievement of compliance with its permit limits by *[Insert Date]*.
- c. *[Insert name of Industry]* has failed to appear at a show cause hearing pursuant to an order requiring said attendance.

ORDER

THEREFORE, BASED ON THE ABOVE FINDINGS, *[INSERT NAME OF INDUSTRY]* IS HEREBY ORDERED TO:

1. Within 24 hours of receiving this order, cease all non-domestic discharges into the Town's sanitary sewer. Such discharges shall not recommence until such times as *[Insert name of Industry]* is able to demonstrate that it will comply with its current *[Insert “permit limits” if the User is permitted or “ordinance limits” if not permitted]*.
2. Failure to comply with this order may subject *[Insert name of Industry]* to having its connection to the sanitary sewer sealed by the Town and assessed the costs therefore.
3. Failure to comply with this order shall also constitute a further violation of the Industrial

Wastewater Ordinance and may subject *[Insert name of Industry]* to civil or criminal penalties or such other enforcement response as may be appropriate.

4. This order, entered this _____ day of _____ 20____, shall be effective upon receipt by *[Insert name of Industry]*.

Signed: _____

[Insert Name of Town Manager of Public Works]

Town Manager of Public Works

Town of Argyle

[Insert address of Town Manager of Public Works]

TOWN OF ARGYLE

IN THE MATTER OF * CONSENT ORDER
 *
 [INSERT NAME OF INDUSTRY] * TOWN MANAGER OF PUBLIC WORKS
 [INSERT ADDRESS OF INDUSTRY]* [INSERT ADDRESS OF PUBLIC WORKS
 * Town Manager]

CONSENT ORDER

WHEREAS, the Town of Argyle pursuant to the powers, duties and responsibilities vested in and imposed upon the Town Manager of Public Works by provisions of the Town's Industrial Wastewater Ordinance, have conducted an ongoing investigation of [Insert name of Industry] and has determined that:

1. The Town of Argyle (hereafter, "Town") discharges wastewater to the Trinity River Authority Denton Creek Regional Wastewater Treatment System which has implemented a pretreatment program to control industrial discharges in accordance with the Texas Pollutant Discharge Elimination System Permit No. WQ0013457001.
2. [Insert name of Industry] discharges non-domestic wastewater containing pollutants into the sanitary sewer system of the Town of Argyle and is an industrial user as defined by the Town's Industrial Wastewater Ordinance.
3. [Insert name of Industry] is subject to the Town Industrial Wastewater Ordinance, [Insert all current Ordinance Nos. that were approved for Town under the TRA-DCRWS Pretreatment Program] which contains prohibitions, restrictions and other limitations on the quality of the wastewater it discharges to the sanitary sewer.
4. [Insert name of Industry] has consistently violated the pollutant limits in its wastewater discharge permit as set forth in Exhibit I, attached hereto.
5. Therefore, to ensure that [Insert name of Industry] is brought into compliance with its permit limits at the earliest possible date, IT IS HEREBY AGREED AND ORDERED, BETWEEN [INSERT NAME OF INDUSTRY] AND THE TOWN MANAGER OF PUBLIC WORKS, FOR THE TOWN OF ARGYLE, that [Insert name of Industry] shall:

[Note, the tasks that an industrial user will need to accomplish to return to compliance can vary

and the Town may have additional requirements. The contents of a Consent order are going to be unique depending on the situation. The Town can also choose to add additional penalties if steps are not completed; Two Example formats are given below. First example addresses the use of a compliance schedule. The second example places specific milestones/requirements in the body of the Consent Order].

Example 1:

- a. By *[Insert Date]*, submit a Compliance Schedule to the Town with detailed timely increments of progress (hereafter, milestone) for the purpose of bringing *[Insert name of Industry]* into compliance with its wastewater discharge permit. Each milestone will need to have a specific start and completion date.
- b. Within *[Insert milestone report due dates, due date cannot be more than 14 days]* working days after each date, *[Insert name of Industry]* must submit to the Town, in writing, a process report detailing the measures taken to comply with the requirements of the milestone.
- c. Beginning in *[Insert Month, Year]*, *[Insert name of Industry]* shall self-monitor at *[Identify location; e.g. Outfall 001]* for *[Insert parameter(s); e.g. copper and zinc]* using 40 CFR Part 136 approved methodologies at least *[insert frequency, e.g., once a month]*, and submit those results by *[Insert a timeframe of submittal]* for a period of *[insert duration]*.
- d. By *[Insert Date]*, *[Insert name of Industry]* must achieve compliance with the limits set forth in the industry’s permit to discharge industrial wastewater to the sanitary sewer system.
- e. *[Insert name of Industry]* shall pay a maximum of One Thousand Dollars (\$1000.00) for each and every day it fails to comply with the schedule set out in items a through d above. *[Insert how payment shall be made, to whom, and by what timeframe within the Town, e.g., The \$1,000 per day penalty shall be paid to the cashier of the Town’s Water Department within 5 days of being demanded by the Town.]*.

Example 2:

- a. By *[Insert Date]*, obtain the services of a registered professional engineer specializing in wastewater treatment for the purposes of designing a pretreatment system, which will bring *[Insert name of Industry]* into compliance with its wastewater discharge permit.
- b. By *[Insert Date]*, submit plans and specifications for the proposed pretreatment system to

- the Town for review.
- c. By *[Insert Date]*, install the pretreatment system in accordance with the plans and specifications submitted in item b above.
 - d. Beginning in *[Insert Month, Year]*, *[Insert name of Industry]* shall self-monitor at *[Identify location; e.g. Outfall 001]* for *[Insert parameter(s); e.g. copper and zinc]* using 40 CFR Part 136 approved methodologies at least *[insert frequency]*, and submit those results by *[Insert a timeframe of submittal]* for a period of *[Insert duration]*.
 - e. By *[Insert Date]*, *[Insert name of Industry]* must achieve compliance with the limits set forth in the industry’s permit to discharge industrial wastewater to the sanitary sewer system.
 - f. *[Insert name of Industry]* shall pay a maximum of One Thousand Dollars (\$1000.00) for each and every day it fails to comply with the schedule set out in items a through e above. *[Insert how payment shall be made, to whom, and by what timeframe within the Town, e.g., The \$1,000 per day penalty shall be paid to the cashier of the Town’s Water Department within 5 days of being demanded by the Town.]*.
4. In the event *[Insert name of Industry]* fails to comply with any of the deadlines set forth. *[Insert name of Industry]* shall within *[Specify number of days]* working day(s) after expiration of the deadline, notify the Town in writing. This notice shall describe the reasons for *[Insert name of Industry]* failure to comply, the additional amount of time needed to complete the remaining work, and the steps to be taken to avoid future delays. This notification in no way excuses *[Insert name of Industry]* from its responsibility to meet any later milestones required by this Consent Order.
 5. Compliance with the terms and conditions of this Consent Order shall not be construed to relieve *[Insert name of Industry]* of its obligation to comply with its wastewater discharge permit, which remains in full force and effect. The Town reserves the right to seek any and all remedies available to it under Section *[List applicable Ordinance Section Numbers]* of the Town's Industrial Wastewater Ordinance for any violation cited by this order.
 6. Violation of this Consent Order shall constitute a further violation of the Town's Industrial Wastewater Ordinance and subjects *[Insert name of Industry]* to all penalties described by Section *[List applicable Ordinance Section Numbers]* of the Industrial Wastewater Ordinance.
 7. Nothing in this Consent Order shall be construed to limit any authority of the Town to issue any other orders or take any other action which it deems necessary to protect the wastewater treatment

plant, the environment or the public health and safety.

SIGNATORIES

FOR *[INSERT NAME OF INDUSTRY]*

Date

[Insert Designated Signatory's Name]
[Insert Name of Industry]

FOR TOWN OF ARGYLE

Date

[Insert Name of Town Manager of Public Works]
Town Manager of Public Works
Town of Argyle
[Insert address of Town Manager of Public Works]

TOWN OF ARGYLE

IN THE MATTER OF *
 * ADMINISTRATIVE
 [INSERT NAME OF INDUSTRY] * SHOW CAUSE ORDER
 [INSERT ADDRESS OF INDUSTRY] *

LEGAL AUTHORITY

The following findings are made and order issued pursuant to the powers, duties and responsibilities vested in and imposed upon the Town Manager of Public Works by provisions of the Town's Industrial Wastewater Ordinance. This order is based on findings of violation of the conditions of the wastewater discharge permit issued under the Town's Industrial Wastewater Ordinance.

FINDINGS

1. The Town of Argyle (hereafter, "Town") discharges wastewater to the Trinity River Authority Denton Creek Regional Wastewater Treatment System which has implemented a pretreatment program to control industrial discharges in accordance with the Texas Pollutant Discharge Elimination System Permit No. WQ0013457001.
2. [Insert name of Industry] discharges non-domestic wastewater containing pollutants into the sanitary sewer system of the Town of Argyle.
3. [Insert name of Industry] is a "significant industrial user" as defined by the Town's Industrial Wastewater Ordinance.
4. [Insert name of Industry] was issued a wastewater discharge permit on [Insert the issuance date on the current wastewater permit] which contains prohibitions, restrictions, and other limitations on the quality of the wastewater it discharges to the sanitary sewer.
5. Pursuant to the ordinance and the above-referenced permit, data is routinely collected or submitted on the compliance status of [Insert name of Industry].
6. This data shows that [Insert name of Industry] has violated its wastewater discharge permit in the following manner: [Note the following are examples]
 - a. [Insert name of Industry] has violated its permit limits for [Insert Pollutant Type; e.g., copper and zinc] in each sample collected on [Insert Date] for a total of [Insert number of

violations] separate violations of this permit.

- b. [*Insert name of Industry*] has failed to submit a periodic compliance report due [*Insert Date*].
- c. All of these violations satisfy the Town's definition of significant violation.

ORDER

THEREFORE, BASED ON THE ABOVE FINDINGS, [*INSERT NAME OF INDUSTRY*] IS HEREBY ORDERED TO:

1. Appear at a meeting with the Town Manager of Public Works to be held on [*Insert Date*], at [*Insert Time*] in [*Insert Description of meeting location, e.g., the Water Department Conference Room at the Town of Argyle Municipal Building*].
2. At this meeting, the industry must demonstrate why the Town should not pursue judicial enforcement action against the industry at this time.
3. This meeting will be closed to the public.
4. Representatives of [*Insert name of Industry*] may be accompanied by legal counsel if they so choose.
5. Failure to comply with this order shall also constitute a further violation of the Industrial Wastewater Ordinance and may subject [*Insert name of Industry*] to civil or criminal penalties or such other appropriate enforcement response as may be appropriate.
6. This order, entered this _____ day of _____ 20____, shall be effective upon receipt by [*Insert name of Industry*]

Signed: _____

[*Insert Name of Town Manager of Public Works*]

Town Manager of Public Works

Town of Argyle

[*Insert address of Town Manager of Public Works*]

TOWN OF ARGYLE

IN THE MATTER OF

*

*

[INSERT NAME OF INDUSTRY]

*

ADMINISTRATIVE

[INSERT ADDRESS OF INDUSTRY]

*

COMPLIANCE ORDER

LEGAL AUTHORITY

The following findings are made and order issued pursuant to the powers, duties and responsibilities vested in and imposed upon the Town Manager of Public Works by provisions of the Town's Industrial Wastewater Ordinance. This order is based on findings of violation of the conditions of the wastewater discharge permit issued under the Town's Industrial Wastewater Ordinance.

FINDINGS

1. The Town of Argyle (hereafter, "Town") discharges wastewater to the Trinity River Authority Denton Creek Regional Wastewater Treatment System which has implemented a pretreatment program to control industrial discharges in accordance with the Texas Pollutant Discharge Elimination System Permit No. WQ0013457001.
2. [Insert name of Industry] discharges non-domestic wastewater containing pollutants into the sanitary sewer system of the Town of Argyle.
3. [Insert name of Industry] is a "significant industrial user" as defined by the Town's Industrial Wastewater Ordinance.
4. [Insert name of Industry] was issued a wastewater discharge permit on [Insert the issuance date on the current wastewater permit] which contains prohibitions, restrictions and other limitations on the quality of the wastewater it discharges to the sanitary sewer.
5. Pursuant to the ordinance and the above-referenced permit, data is routinely collected or submitted on the compliance status of [Insert name of Industry].
6. This data shows that [Insert name of Industry] has violated its wastewater discharge permit in the following manner: [Note the following are examples]
 - a. [Insert name of Industry] has violated its permit limits for [Insert Pollutant Type; e.g., copper and zinc] in each sample collected on [Insert Date] for a total of [Insert number of violations] separate violations of this permit.

- b. *[Insert name of Industry]* has failed to submit a periodic compliance report due since *[Insert Date]*.
- c. All of these violations satisfy the Town's definition of significant violation.

ORDER

THEREFORE, BASED ON THE ABOVE FINDINGS, *[INSERT NAME OF INDUSTRY]* IS HEREBY ORDERED TO:
[Note, the tasks that an industrial user will need to accomplish to return to compliance can vary and the Town may have additional requirements. The contents of a Compliance Order are going to be unique depending on the situation.]

- 1. Within *[Insert a specific number of days, e.g. 180]* days, install pretreatment technology which will adequately treat *[Insert name of Industry]*'s wastewater to a level which will comply with its wastewater discharge permit.
- 2. Within *[Insert a specific number of days, e.g. 5]* days submit all periodic compliance reports due since *[Insert Date]*.
- 3. Within *[Insert a specific number of days, e.g. 10]* days, pay to the cashier's office of the Municipal Court, Town of Argyle, a fine of \$2,000.00 for the above-described violations in accordance with *[List applicable Ordinance Section Number from Industrial Wastewater Ordinance]*, of the Industrial Waste Ordinance.
- 4. Report, on a monthly basis, the wastewater quality and the corresponding flow and production information as described on Page *[Insert appropriate page number of permit]* of the wastewater discharge permit, *[Insert Permit No.]* for a period of one year from the effective date of this order.
- 5. All reports and notices required by this order shall be sent in writing to the Town and copied to the Trinity River Authority of Texas at the following addresses:

[Insert Name of Town Manager of Public Works] *[Insert Name of TRA Environmental Specialist]*

Town Manager of Public Works

Environmental Specialist

Town of Argyle

Trinity River Authority of Texas

[Insert address of Town Manager of Public Works]

6500 W. Singleton Blvd.

Dallas, Texas 75212

- 6. This order does not constitute a waiver of the wastewater discharge permit which remains in full force and effect. The Town of Argyle reserves the right to seek any and all remedies available to it under Section *[List applicable*

Ordinance Section Number from Industrial Wastewater Ordinance] of the Industrial Wastewater Ordinance for any violation cited by this order.

- 7. Failure to comply with the requirements of this order shall constitute a further violation of the Industrial Wastewater Ordinance and may subject [*Insert name of Industry*] to civil or criminal penalties or such other appropriate enforcement response as may be appropriate.
- 8. This order, entered this _____ day of _____ 20____, shall be effective upon receipt by [*Insert name of Industry*]

Signed: _____

[*Insert Name of Town Manager of Public Works*]

Town Manager of Public Works

Town of Argyle

[*Insert address of Town Manager of Public Works*]

_Town Manager



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

July 21, 2025

PRESENTER:

Mike Sims, Town Manager

ITEM DESCRIPTION:

Discuss and take action on approval of Phase 2 contract for concrete repairs on Frenchtown in an amount not to exceed \$56,000.

BACKGROUND INFORMATION:

Staff identified necessary pavement repairs on the eastbound lane of Frenchtown, just west and east of the Indian Trail intersection. After receiving three bids, the low bid of roughly \$45,000 from DDM was approved by the Town Manager and work commenced. A change order increasing the cost to \$49,900 was approved, exhausting the staff budget authority.

During the repair work, additional panel damage from subsurface water was identified, necessitating additional repairs. Additional bids were sought and the contractor provided the lowest bid at an additional \$46,000 for the remaining work. Given the problematic nature of unseen subsurface damage, staff recommends a base contract of \$46,000 with authority from Council for additional change orders up to an additional \$10,000 if field conditions warrant.

With Council approval, this Phase 2 work will commence the week of July 21 and be completed in the same schedule with the Phase 1 contract. Project completion for both Phases will still meet the original goal of finishing the work prior to the start of the school year.

FISCAL IMPACT:
 Not Applicable

 Proposed Expenditure: \$56,000

- General Ledger Code: Street Maintenance Fund
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by: Mike Sims

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Phase 2 Proposal

RECOMMENDED MOTION AND/OR ACTION:

Motion to approve the Mayor to execute a Phase 2 Frenchtown repair contract in an amount not to exceed \$56,000.



Quotation

DATE: 30-Jun-25
PROJECT: Frenchtown Road Repairs
TO: Town of Argyle
ATTN: Bobby Johnston
RE: Frenchtown Road Repairs

01

DESCRIPTION:

INCLUSIONS

- Subgrade Re-Compaction.
- Re-Striping of White & Yellow Pavement Markings in work area.

EXCLUSIONS

- Traffic Control.
- Bond(s).
- Permits and fees.
- Quality control testing.
- Construction staking outside of necessities for paving.
- SWPPP (Storm Water Pollution Protection Plan).
- Trash/ recycling dumpsters.
- Handling existing contaminated dirt/water.
- Street sweeping caused by others.
- Existing utility relocation.
- Landscaping including irrigation repairs.
- Permanent Signs.
- Any items not explicitly detailed/ stated in the below pricing.
- Damage to existing utilities.
- Removal of any unforeseen existing structures or buried pipes.

Item #	Description	Units	UOM	Unit Cost	Total
01	Remove Existing Pavement	375.00	SY	\$20.00	\$7,500.00
02	F/R/P/S 6" Concrete Paving	375.00	SY	\$87.00	\$32,625.00
03	Mobilization	1.00	EA	\$1,200.00	\$1,200.00
TOTAL					\$41,325.00

DDM	Jett DeRiso	Project Manager	<i>Jett DeRiso</i>	30-Jun-25
	Name	Title	Signature	Date
Town of Argyle	<i>[Signature]</i>	Town Manager	<i>[Signature]</i>	June 30 2025
	Name	Title	Signature	Date
	<i>Mike Ding</i>			



CHANGE ORDER REQUEST

DATE: 17-Jul-25

001

PROJECT: Frenchtown Road Repairs
DDM # 25011

TO: Town of Argyle
ATTN: Bobby Johnston

RE: Additional Panels Added to Scope of Work

DESCRIPTION:

This Change Order Request includes costs associated with adding an additional 123 SY of panel replacements to Frenchtown Road (a 50' x 15' section and a 24' x 15' section).

Item #	Description	Units	UOM	Unit Cost	Total
001.1	Additional Removals	123.00	SY	\$8.50	\$1,045.50
001.2	Additional 6" Concrete Pour	123.00	SY	\$62.00	\$7,626.00
					\$0.00

BASE TOTAL \$8,671.50

TOTAL OF THIS CHANGE ORDER REQUEST

ADD

DEDUCT

TBD

\$8,671.50

The Contract Time will be revised to reflect:

ADD

DEDUCT

TBD

DDM Jett DeRiso

Project Manager

Jett DeRiso

17-Jul-25

Name

Title

Signature

Date

Town of Argyle

Mike Sams

Town Manager

[Signature]

17-July-25

Name

Title

Signature

Date



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Public Hearing Item

MEETING DATE:

July 21, 2025

PRESENTER:

Harrison Wicks, Director of Community Development

ITEM DESCRIPTION:

Public hearing, consider and take action on Ordinance 2025-22 amending (TDS-25-004) to Article III, Zoning, of the Town of Argyle Town Development Standards regarding amendments to Section 14.3.34 – Single Family Residential Estate-1 Zoning District and other related provisions in the Town Development Standards.

BACKGROUND INFORMATION:

Town Council has directed staff to propose revisions to the Single-Family Residential Estate-1 (SF-1) zoning district standards, to update the regulations to allow private animal lots and stables in specific circumstances.

These revisions will allow SF-1 zoned property with adequate land for grazing to have the usual farm animals as defined under the Farms General (Livestock/Ranch) use such as horses, cattle, and sheep and including the necessary accessory uses.

P&Z Commission Recommendation:

During their meeting on July 9, 2025, the P&Z Commission voted 5-0 to recommend approval to Town Council of the proposed ordinance amendment with the following condition:

That a Private Animal Lot and Stable in the SF-1 zoning district may be allowed only by issuance of a Specific Use Permit (SUP) on lots containing a minimum one and one-half acres of land available for grazing.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:

- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The Town Attorney has reviewed this item.

ATTACHMENTS:

Draft Ordinance 2025-22
Exhibit A - Proposed Amendment

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 2025-22 for amendment (TDS-25-004) to Article III, Zoning, of the Town of Argyle Town Development Standards regarding amendments to Section 14.3.34 – Single Family Residential Estate-1 Zoning District.

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2025-22**

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, AMENDING THE ARGYLE TOWN DEVELOPMENT STANDARDS BY AMENDING THE ARTICLE III, ZONING, PART 3, ZONING DISTRICTS, SECTION 14.3.34 – SINGLE FAMILY RESIDENTIAL ESTATE-1 ZONING DISTRICT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle is authorized to regulate various aspects of development and land use within the Town limits in accordance with Chapter 211 of the Texas Local Government Code; and

WHEREAS, the Town Council has investigated and determined that it is in the best interest of the public health, safety, and welfare to amend Article III, Zoning, Part 3, Zoning Districts, Section 14.3.34 – Single Family Residential Estate-1 zoning district in the Development Standards of the Town; and

WHEREAS, the Town Council deems the passage of this Ordinance to be in the best interest of the citizens of Argyle.

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

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

Section 2. That Article III, Zoning, Part 3, Zoning Districts, Section 14.3.34 – Single Family Residential Estate-1 zoning district of the Town of Argyle Town Development Standards is hereby amended per Exhibit A.

Section 3. That all ordinances or any parts thereof in conflict with the terms of this Ordinance shall be and hereby are deemed repealed and superseded and of no force or effect.

Section 4. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed two thousand dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 5. If any section, subsection, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

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

Section 7. In order to protect the public interest, comfort and general welfare, this Ordinance shall take effect immediately from and after its passage and publication as required by law.

Section 8. The Town Secretary of the Town of Argyle is hereby directed to publish the caption, penalty clause, and the effective date clause in the official Town newspaper in every issue for two days as authorized by Section 52.011 of the Texas Local Government Code.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 21st DAY OF JULY 2025.

APPROVED:

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary

Sec. 14.3.34. SF-1—Single-Family Residential Estate-1 District.

14.3.34-1 General Purpose and Description. The "SF-1" residential estate-1 district is intended for detached single-family residential development. The district is a low-density development with a minimum lot size of one acre.

Areas zoned for the "SF-1" district shall have or shall make provision for water services from Argyle Water Supply Water Corporation. The areas with "SF-1" zoning will be designed to adequately accommodate storm drainage.

These areas should be buffered from nonresidential uses and protected from pollution and undesirable environmental and noise impacts.

The streets shall be paved (concrete or asphalt to minimum Town standards) with logical and efficient vehicular circulation patterns that discourage non-local traffic. Developments within an "SF-1" district may be constructed with rural street sections. The rural street sections may be constructed with open drainage ditches and without sidewalks.

14.3.34-2 Permitted Uses. See Section 14.3.62, Use Chart Matrix for list of uses permitted within this district.

14.3.34-3 Height Regulations.

A. *Maximum Height.*

1. Two and one-half stories but not to exceed 35 feet for the main building/house.
2. See Section 14.3.68 for accessory building height requirements.
3. Other requirements (see Section 14.3.71).

14.3.34-4 Area Regulations.

A. *Size of Lots.*

1. *Minimum Lot Area.* One acre.
2. *Minimum Lot Width.* One hundred fifty feet.

B. *Size of Yards.*

1. *Minimum Front Yard.* Fifty feet.
2. *Minimum Side Yard.* Fifteen feet for an interior side yard; 15 feet from a street right-of-way line for a local street or collector street as designated on the Town of Argyle Thoroughfare Plan, as amended; 20 feet from a street right-of-way line for highway 377 or an arterial street as designated on the Town of Argyle Thoroughfare Plan; 40 feet from a street right-of-way line for a key corner lot.
3. *Minimum Rear Yard.* Fifteen feet for the main building and accessory structures.
4. *Garages.* Garage entries for motor vehicles shall not be located nearer than 24 feet to a street right-of-way or the minimum side yard or rear yard setbacks, whichever is greater.

C. *Maximum Lot Coverage.* Twenty percent including main buildings and accessory buildings.

D. *Parking Regulations.*

1. *Single-Family Dwelling Unit.* A minimum of two enclosed parking spaces behind the front building line on the same lot as the main structure, plus two additional parking spaces on a paved driveway (all concrete or a similar paved surface such as turf pavers, brick pavers or asphalt).

2. *Other.* See Section 14.3.66, off-street parking and loading regulations.
- E. *Minimum Floor Area per Dwelling Unit.* One thousand six hundred square feet.
- F. *Minimum Exterior Construction Standards.* See Section 14.3.70 for exterior construction standards.

14.3.34-5 Special Requirements.

- A. Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes.
- B. Open storage is prohibited (except for materials for the resident's personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of public streets and neighboring properties).
- C. Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 24 feet from the door face of the garage or carport to the side property line for maneuvering. The minimum setback from any garage door to a street or alley right-of-way line shall also be 24 feet.
- D. The elimination of a garage space by enclosing or converting any portion of the garage space with a stationary building wall shall be prohibited unless another garage of the same size (i.e., that has the same number of parking spaces) is built on the lot within the proper setbacks, not exceeding the maximum lot coverage, etc.
- E. Swimming pools (see the Town's Code of Ordinances).
- F. Site plan approval (see Section 14.3.25) shall be required for any nonresidential use (e.g., school, church, child care center, private recreation facility, etc.) in the SF-1 district. Any nonresidential land use which may be permitted in this district shall conform to the "OR"—Office Retail district standards with respect to building setbacks, landscaping, exterior building construction, screening requirements, lighting, signage, etc. Said site plan approval shall not be required for home occupations uses that conform to the Town's standards.

G. *Private Animal Lots and Stables.* A property zoned "SF-1" may be allowed only by issuance of an SUP to have the usual farm animals as defined under the Farms General (Livestock/Ranch) use such as horses, cattle, and sheep. This includes the necessary accessory uses for raising, treating, and storing products raised on the premises, but not including the commercial feeding of offal or garbage to swine or other animals and not including any type of agriculture or husbandry specifically prohibited by ordinance or law. So long as the property has a minimum one and one-half acres of land available for grazing (excluding property used for structures and other nonagricultural uses) and follows Section 2.01.014 of the Code of Ordinances for the one animal unit per acre as determined by the animal unit matrix.

~~G. *Private and Commercial Animal Lots and Stables.* Private and commercial animal lots or stables may be allowed only by issuance of an SUP and subject to the following standards:~~

1. *Standards for Private Animal Lots and Stables.*
- a. The minimum lot area for a private animal lot and/or private stable/barn shall be ~~one~~two and one-half acres. In no case shall more than one animal be kept for each acre of land available for grazing (excluding property used for structures and other nonagricultural uses).
 - b. If animals are kept inside a building, then one sheltered stall shall be provided for each animal. A box stall shall be a minimum of ten feet by ten feet.
 - c. Stables, corrals, and piles of manure, feed, and bedding shall be located at least 50 feet from any street or lot line and at least 100 feet from any adjacent existing residence.

Pasture may extend to the lot line so long as runoff is controlled from entering onto an adjacent lot or tract.

~~2. Standards for Commercial Animal Lots and Stables.~~

- ~~a. Commercial animal lot or stable/barn may be allowed only by issuance of an SUP on lots containing a minimum of five acres. If animals are maintained on pasture as their primary source of feed, then in no case shall more than one animal be kept for each acre of land. If animals are kept inside a building at all times (excluding exercise), then the maximum number of animals permitted shall be limited to the building capacity to house, show, and ride said horses, but in no case shall the number of animals exceed two for each acre of land available. A stall shall be provided for each animal and each stall shall be a minimum of ten feet by ten feet.~~
- ~~b. Stables, corrals, and piles of manure, feed, and bedding shall be located at least 50 feet from any street or lot line and at least 100 feet from any adjacent existing residence. Pasture may extend to the lot line so long as runoff is controlled from entering onto an adjacent lot or tract.~~

H. *Other Regulations.* As established by Sections 14.3.66—14.3.75.

(Ord. No. 2010-01, § 3, 1-12-10; Ord. No. 2016-05, § 4, 3-22-16; Ord. No. 2021-22, § 2(Exh. A), 8-16-21; Ord. No. 2022-14, § 2(Exh. A), 9-6-22)



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Public Hearing Item

MEETING DATE:

July 21, 2025

PRESENTER:

Harrison Wicks, Director of Community Development

ITEM DESCRIPTION:

Public hearing, consider and take action on Ordinance 2025-23 amending (TDS-25-005) to Article III, Zoning, of the Town of Argyle Town Development Standards regarding amendments to Section 14.3.23 – Amendments to Zoning Ordinance and Districts, Administrative Procedures, and Enforcement and other related provisions in the Town Development Standards.

BACKGROUND INFORMATION:

Town Council has directed staff to propose revisions to Section 14.3.23 of the Town Development Standards to update the language related to allowable time the P&Z Commission has to defer its decision/recommendation on items requiring public hearings.

This revision will allow the P&Z Commission time to consider public hearing items without a specific deadline to provide a decision/recommendation to Town Council once the public hearing has been closed.

P&Z Commission Recommendation:

During their meeting on July 9, 2025, the P&Z Commission voted 5-0 to recommend approval to Town Council of the proposed ordinance amendment as presented.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The Town Attorney has reviewed this item.

ATTACHMENTS:

Draft Ordinance 2025-23
Exhibit A - Proposed Amendment

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 2025-23 for amendment (TDS-25-005) to Article III, Zoning, of the Town of Argyle Town Development Standards regarding amendments to Section 14.3.23 – Amendments to Zoning Ordinance and Districts, Administrative Procedures, and Enforcement.

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2025-23**

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, AMENDING THE ARGYLE TOWN DEVELOPMENT STANDARDS BY AMENDING THE ARTICLE III, ZONING, PART 2, ZONING PROCEDURES AND ADMINISTRATION, SECTION 14.3.23 – AMENDMENTS TO ZONING ORDINANCE AND DISTRICTS, ADMINISTRATIVE PROCEDURES, AND ENFORCEMENT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle is authorized to regulate various aspects of development and land use within the Town limits in accordance with Chapter 211 of the Texas Local Government Code; and

WHEREAS, the Town Council has investigated and determined that it is in the best interest of the public health, safety, and welfare to amend Article III, Zoning, Part 2, Zoning Procedures and Administration, Section 14.3.23 – Amendments to Zoning Ordinance and Districts, Administrative Procedures, and Enforcement in the Development Standards of the Town; and

WHEREAS, the Town Council deems the passage of this Ordinance to be in the best interest of the citizens of Argyle.

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

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

Section 2. That Article III, Zoning, Part 2, Zoning Procedures and Administration, Section 14.3.23 – Amendments to Zoning Ordinance and Districts, Administrative Procedures, and Enforcement of the Town of Argyle Town Development Standards is hereby amended per Exhibit A.

Section 3. That all ordinances or any parts thereof in conflict with the terms of this Ordinance shall be and hereby are deemed repealed and superseded and of no force or effect.

Section 4. Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed two thousand dollars (\$2,000.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

Section 5. If any section, subsection, sentence, clause or phase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

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

Section 7. In order to protect the public interest, comfort and general welfare, this Ordinance shall take effect immediately from and after its passage and publication as required by law.

Section 8. The Town Secretary of the Town of Argyle is hereby directed to publish the caption, penalty clause, and the effective date clause in the official Town newspaper in every issue for two days as authorized by Section 52.011 of the Texas Local Government Code.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 21st DAY OF JULY 2025.

APPROVED:

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary

Sec. 14.3.23. Amendments to Zoning Ordinance and Districts, Administrative Procedures, and Enforcement.

14.3.23-1 Declaration of Policy and Review Criteria.

- A. The Town declares the enactment of these regulations governing the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community. Therefore, no change shall be made in these regulations or in the boundaries of the zoning districts except:
 - 1. To correct any error in the regulations or map;
 - 2. To recognize changed or changing conditions or circumstances in a particular locality;
 - 3. To recognize changes in technology, the style of living, or manner of conducting business; or
 - 4. To change the property to uses in accordance with the Town's adopted comprehensive plan.
- B. In making a determination regarding a requested zoning change, the Planning and Zoning Commission and the Town Council shall consider the following factors:
 - 1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the Town as a whole;
 - 2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;
 - 3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the Town, and any special circumstances that may make a substantial part of such vacant land unavailable for development;
 - 4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change;
 - 5. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved; and
 - 6. Any other factors that will substantially affect the public health, safety, morals, or general welfare.

14.3.23-2 Authority to Amend Ordinance.

- A. The Town Council may from time to time, after receiving a recommendation thereon by the Planning and Zoning Commission and after public hearings required by law, amend, supplement, or change the regulations herein provided or the boundaries of the zoning districts specified on the zoning map. Any amendment to the zoning ordinance text or to zoning district boundaries may be ordered for consideration by the Town Council, may be initiated by the Planning and Zoning Commission, or may be requested by the owner of real property (or his/her authorized representative).
- B. Consideration for a change in any zoning district boundary line or special zoning regulation may be initiated only by the property owner or his/her authorized agent (proof of such authorization must be submitted with the zoning application, per Section 14.3.23-3), or by the Planning and Zoning Commission or the Town Council on its own motion when it finds that public benefit will be derived from consideration of such matter. In the event the ownership stated on an application and that shown in Town records are different, the applicant shall submit proof of ownership and verification that he/she is acting as an authorized agent for the property owner.

14.3.23-3 Application.

- A. Each application for zoning, rezoning, specific use permit (SUP), or for a text amendment to a provision(s) of this zoning ordinance, shall be made in writing on an application form available in the Town Secretary's office. The application shall be delivered to the Town at least 30 days prior to the date of the public hearing before the Planning and Zoning Commission, and shall be accompanied by the following:
1. Payment of the appropriate fee;
 2. An accurate metes and bounds description of the subject property (or other suitable legal description);
 3. A survey exhibit and other appropriate exhibits as deemed necessary by the Town Administrator (or designee). Said exhibits shall include but not be limited to site plans, maps, architectural elevations, and information about proposed uses; and
 4. A concept plan as prescribed in Section 14.3.25 of this ordinance with any zoning request involving a specific use permit (SUP) request or a planned development (PD) district.
- B. All zoning change requests involving real property (including PD and SUP requests) shall be accompanied by a notarized statement verifying land ownership and, if applicable, authorization of land owner's agent to file the zoning change request.
- C. *Official Submission Date and Completeness of Application.*
1. For the purpose of these regulations, the "official submission date" shall be the date upon which a complete application for a zoning change request (that contains all elements and information required by this ordinance) is submitted to the Town Administrator (or designee). No application shall be deemed officially submitted until the Town Administrator (or his/her designee) determines that the application is complete and a fee receipt is issued by the Town.
 2. Zoning applications that do not include all required information and materials as specified herein or by any other policy, ordinance, regulation or requirement of the Town of Argyle will be considered incomplete, shall not be accepted for official submission by the Town, and shall not be scheduled on a Planning and Zoning Commission agenda until the proper information is provided to the Town.
- D. *Application Withdrawal and Inactive Cases.*
1. After an application has been accepted for review, the applicant may withdraw the application at any time by submitting a letter of withdrawal request to the Director of Community Development.
 2. If an applicant fails to respond to staff comments within 45 days, or an application is otherwise determined to be inactive for a period of 45 days, then the application is considered expired and no longer valid.
 3. Any new request after application withdrawal or inactive shall be deemed a "new project;" shall be submitted with a new application form, with a new filing fee, and with new plans and materials in accordance with the procedures set forth in this section; and shall be reviewed for compliance with the ordinances and regulations in effect at the time the new application is made.

14.3.23-4 Notice of Public Hearing.

- A. For zoning and rezoning petitions involving real property, including adoption of or any amendment to a specific use permit or a planned development, the Planning and Zoning Commission shall hold at least one public hearing on each zoning application, as per V.T.C.A., Local Government Code ch. 211, as amended. For proposed changes to zoning district boundaries, including rezoning requests, notice of

- the public hearing to occur prior to the Planning and Zoning Commission shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the Town before the 15th calendar day prior to the date of the public hearing. Written notice of the public hearing shall also be sent to all owners of property, as indicated by the most recently approved Town tax roll, that is located within the area of application and within 200 feet of the property line of the property subject to the application, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall describe the zoning petition, describe the property or area subject to the petition, indicate the dates of the scheduled Planning and Zoning and Town Council hearings, provide an area for the property owner to specify their support or opposition to the petition, provide a signature line for the addressee, and describe the addressee's rights as a property owner within 200 feet of the zoning petition pursuant to the V.T.C.A., Local Government Code § 211.006(d). Notice to property owners within 200 feet may be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the United States mail.
- B. For zoning and rezoning petitions as specified in subsection A, above, a notice of the time and place of the hearing will be published in an official newspaper or newspaper of general circulation in the Town at least 15 days calendar days before the Town Council hearing.
- C. For requests involving proposed changes to the text of the zoning ordinance, notice of the Planning and Zoning Commission hearing shall be accomplished by publishing the purpose, time and place of the public hearing in the official newspaper of the Town before the 15th calendar day prior to the date of the public hearing. Changes to the text of this ordinance that do not change zoning district boundaries does not require written notification to individual property owners.
- D. The Town may, at its option, establish additional rules and procedures for public notification of proposed zoning changes and development proposals (e.g., site plans, plats, etc.). Knowledge of and adherence to such rules and procedures, if so established by the Town, shall be the responsibility of the applicant and shall be required as part of a zoning change or development application.
- E. The applicant for a zoning or rezoning petition shall erect at least one sign provided by the Town on the site subject to said zoning or rezoning petition. Said sign(s) shall, if possible, be located adjacent to a public thoroughfare in a visible location. The applicant shall remove and return such sign(s) to the Town within five calendar days after action by the Town Council or immediately upon the withdrawal of the petition, whichever comes first. The sign shall contain a notice of the rezoning and the agency and telephone number from which information relative to the zoning or rezoning petition may be obtained.
- F. A written courtesy notice of the public hearing shall also be sent to all owners of property, as indicated by the most recently approved Town tax roll, that is located within the area of application and within 1,000 feet of the property line of the property subject to the application, said written notice to be sent before the tenth calendar day prior to the date such hearing is held. Such notice shall describe the zoning petition, describe the property or area subject to the petition, indicate the dates of the scheduled Planning and Zoning and Town Council hearings, provide an area for the property owner to specify their support or opposition to the petition, and provide a signature line for the addressee. Notice to property owners within 1,000 feet may be served by using the last known address as listed on the most recently approved tax roll and depositing the notice, postage paid, in the United States mail.

14.3.23-5 Failure to Appear.

- A. Failure of the applicant or authorized representative to appear before the Planning and Zoning Commission or the Town Council for more than one hearing without an approved delay by the Town Administrator, or his/her designee, shall constitute sufficient grounds for the Planning and Zoning Commission or the Town Council to table or deny the application unless the Town is notified in writing by the applicant at least 72 hours prior to the hearing.

14.3.23-6 Planning and Zoning Commission Consideration and Recommendation.

- A. The Planning and Zoning Commission shall function in accordance with Section 14.3.21 of this ordinance and with applicable provisions in the Town's Code of Ordinances.
- B. *Planning and Zoning Commission Action on Zoning, Rezoning or Text Amendment Requests.* The Commission shall hold a public hearing on all zoning or rezoning, including any proposed amendments to the text of this ordinance. After all public input has been received and the public hearing has been closed, the Commission shall make its recommendations on the proposed zoning request stating its findings, its overall evaluation of the request, and its assessment regarding how the request relates to the Town's comprehensive plan. The Planning and Zoning Commission may, on its own motion or at the applicant's request, defer its decision/recommendation ~~for not more than 90 calendar days from the time the public hearing was first opened, or~~ until it has had an opportunity to consider other information or proposed modifications to the request that may have a direct bearing thereon. If the Commission elects to table the request, such tabling shall specifically state the time period of the tabling by citing the meeting date whereon the request will reappear on the Commission's agenda, and further notice in the newspaper and to surrounding property owners shall not be required.

If the Planning and Zoning Commission recommends denial of the request, the Planning and Zoning Commission may specify whether the recommendation for denial is with prejudice or without prejudice. In the event the Planning and Zoning Commission recommendation for denial with prejudice is upheld by the Town Council, then no other zoning application may be filed for all or part of the subject tract of land for a waiting period of 365 calendar days following the hearing date upon which the zoning request was denied with prejudice by the Town Council. In the instance that the Planning and Zoning Commission recommendation for denial without prejudice was upheld by the Town Council or the petition was initiated by the Town and involved a proposed amendment to the text of the zoning ordinance, then no waiting period shall be required before the request can be reconsidered.

- C. When the Commission is ready to act upon a zoning request, it may recommend approval of the request as it was submitted by the applicant, approval of the request subject to certain conditions, disapproval of the request with prejudice, or disapproval of the request without prejudice as specified in subsection B, above. Each of the Commission's recommendations shall be automatically forwarded to the Town Council for a second public hearing thereon unless the applicant specifically requests otherwise. Any such request shall be submitted via a written request that is signed by the original applicant.

14.3.23-7 Town Council Consideration.

- A. *Applications Forwarded from the Planning and Zoning Commission to the Town Council.* Every zoning application that has been considered and received a recommendation from the Planning and Zoning Commission shall be automatically forwarded to the Town Council for a second public hearing thereon following appropriate public hearing notification as prescribed in Section 14.3.23-4 above. The Town Council may then approve the request, approve it with conditions, or disapprove it by a single majority vote of the Council members present and voting.

Ultimate approval of any zoning request which was recommended for denial by the Planning and Zoning Commission will require a three-fourths majority vote of the full Town Council. No zoning change, however, shall become effective until after the adoption of an ordinance by the Town Council for same and its publication as required by law.

- B. *Town Council Action on Zoning, Rezoning or Text Amendment Requests.* After a public hearing is held before the Town Council regarding the zoning application, the Town Council may approve the request in whole or in part, deny the request in whole or in part, table the application to a future meeting, or refer the application back to the Planning and Zoning Commission for further study.

1. If the Town Council approves the request, then subsection 14.3.23-7.F will apply.
2. If the Town Council denies the request, the Town Council shall specify whether the petition is denied with prejudice or without prejudice. In the event the Town Council denies a petition with prejudice, then no other zoning application may be filed for all or part of the subject tract of land for a waiting period of 365 calendar days following the hearing date upon which the zoning request was denied with prejudice. In the instance that the request was denied without prejudice or was initiated by the Town and involved a proposed amendment to the text of the zoning ordinance, then no waiting period shall be required before the request can be reconsidered.
 - a. The Town Council may, at its option, waive the specified waiting period for a petition denied with prejudice if, after due consideration of the matter at a scheduled and posted meeting, it is determined that denial of the request was based upon erroneous or omitted information, or if substantial new information pertaining to the request is discovered.
- C. *Notice of the Town Council Hearing for Zoning Changes.* Notice of the Town Council public hearing for a zoning, rezoning or zoning ordinance text amendment request shall be given in the same manner as that for the public hearing before the Planning and Zoning Commission (see subsection 14.3.23-4).
- D. *Protests.* For zoning and rezoning requests involving real property, including the consideration of or any amendment to a specific use permit or a planned development, a favorable vote of three-fourths of all members of the Town Council shall be required to approve any change in zoning when written objections are received from 20 percent or more of the land area covered by the proposed change, or of the land area within 200 feet of the subject property, in accordance with the provisions of V.T.C.A., Local Government Code § 211.006. If a protest against such proposed zoning change has been filed with the Town Secretary, duly signed and acknowledged by the owners of 20 percent or more, either of the area of the land included in such a proposed change or those owners of property immediately adjacent to the subject property and extending 200 feet therefrom, such zoning change shall not become effective except by a three-fourths vote of the full Town Council.
- E. *Joint Public Hearings.* The Town Council may hold a joint public hearing on a zoning, rezoning or zoning ordinance text amendment request along with the Planning and Zoning Commission, but the Town Council shall not take action on the request until it has received a final recommendation from the Commission. Notification for the Town Council's public hearing, whether held separately or jointly with the Commission, may be accomplished simultaneously with the public notification given for the public hearing to be held before the Planning and Zoning Commission.
- F. *Final Approval and Ordinance Adoption.* Upon approval of the zoning request by the Town Council, the applicant shall submit all related material with revisions, if necessary, to the Town Administrator (or his/her designee) for the preparation of the amending ordinance. The zoning request shall be deemed approved at the time the Town Council makes a decision to approve the request as submitted or with certain conditions. However, the amending ordinance will not be prepared for adoption until a correct description and all required exhibits have been submitted to the Town Administrator (or his/her designee), and the amending ordinance shall not be formally adopted until it is adopted by the Town Council, signed by the Mayor, and attested by the Town Secretary.

14.3.23-8 Administration and Enforcement.

- A. A designated Town of Argyle official shall be authorized by the Town Council to administer and enforce the provisions of this ordinance. If such designated official finds upon his/her own personal observation, or upon receipt of a complaint, that the provisions of this ordinance are being violated, he/she shall immediately investigate and, when necessary, give written notice to the person(s) responsible to cease or correct such violation(s) immediately. Notice may be delivered in person or by certified mail to the violator(s) or to any person owning or leasing a property where the violation is occurring. The designated Town official, or his/her authorized representative, shall have the right to

enter upon any premises at any reasonable time for the purpose of making inspections of buildings or premises that may be necessary to carry out the duties in the enforcement of this ordinance.

- B. *Stop Work Orders.* Whenever any building or construction work is being conducted contrary to the provisions of this ordinance, the designated Town official, or his/her authorized representative, shall have the authority to order the work stopped by notice in writing served on the property owner or the contractor conducting the work or causing such work to be done, and any such person shall forthwith stop such work until authorized in writing by the Town to proceed with such work. Failure to immediately stop work as provided herein shall constitute a violation of this ordinance, in accordance with Section 14.3.88 (Penalty for Violations), and may incur penalties for such violation.

14.3.23-9 Schedule of Fees, Charges and Expenses.

- A. Until all applicable fees, charges and expenses have been paid in full; no action shall be taken on any zoning or development application or on any appeal.
- B. The Town Council shall determine and adopt a fee schedule for the purpose of recovering all or a portion of the administrative costs associated with processing zoning and development requests, including public hearings that are called for in this ordinance. Such fees shall be paid by the applicant and shall not be designed to in any way restrict the applicant's ability to seek and receive a hearing or to generate revenue for other than recovery of actual administrative costs incurred by the Town in the review and processing of applications. Immediately upon receipt of a complete submission for a zoning change or other development plan approval (in accordance with subsection 14.3.23-3C above), the Town Secretary (or his/her designee) shall issue a fee receipt and shall create a case file as a permanent Town record thereof.

(Ord. No. 2010-01, § 3, 1-12-10; Ord. No. 2010-17, § 2, 10-26-10; Ord. No. 2017-19, 8-22-17; Ord. No. 2019-20, § 10 (Exh. I), 8-27-19; Ord. No. 2020-06, § 2, 3-24-20)



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Public Hearing Item

MEETING DATE:

July 21, 2025

PRESENTER:

Harrison Wicks, Director of Community Development

ITEM DESCRIPTION:

Hold a public hearing and consider approval of Ordinance 2025-24 allowing a Zoning Change Request (Z-25-002) from Agricultural (A) to Old Town 1 (OT-1) zoning district for the Mission Investors/Outdoor LP property on a 3.40-acre tract of unplatted land in the J. Gazaway Survey Abstract 481, the J. Davis Survey Abstract 325, and the L. White Survey Abstract 1384, located on the east side of Front Street north of Old Justin Road, Town of Argyle, Denton County, Texas.

BACKGROUND INFORMATION:**Existing Condition of Property:**

The property is currently undeveloped with scattered trees.

Adjacent Existing Land Uses and Zoning:

North: Child Daycare Center, Old Town-1 (OT-1)

South: Single Family Residential Use, Lakes of Argyle Planned Development (PD-SF-12)

East: Union Pacific Railroad, US Hwy 377 Right-of-Way

West: Single Family Residential Use, Single Family-10 (SF-10)

Development Review Analysis:

This zoning change is Town initiated with property owner approval. The request is to rezone unplatted property on the east side of Front Street owned by Mission Investors/Outdoor LP, from Agricultural (A) to Old Town-1 (OT-1) zoning district to allow the property owner to utilize the Old Town zoning district standards for uses and regulations when considering development in the future.

No development has been proposed at this time. This is only to change the base zoning of the property in preparation for future development and to better align this area with Old Town Argyle.

Consistency with Future Land Use Plan:

The property is currently designated as Low to Medium Density Residential District. Town staff believe this was done in error since the property was shown on the current zoning map as undesignated right-of-way. The Low to Medium Density residential district designation is for the single-family residential uses on the west side of Front Street.

Given this discrepancy, the Future Land Use Plan from 2018 identifies this area as T5 Regional Center, which features a mix of complementary uses that include commercial, residential, office and some public facilities that also draw interested traffic from beyond the Town limits accessible to US Hwy 377. Development along US Hwy 377 is higher in commercial use intensity and urban stylization, followed by a transition toward a less intensive neighborhood character adjacent to surrounding residential land uses. With this understanding, staff believe the zoning change is consistent with the Future Land Use Plan.

Property Owner Notifications:

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 and a public hearing sign was posted on the property. Staff will provide updates regarding the responses received during the P&Z meeting.

P&Z Recommendation:

During their meeting on July 9th, the Planning and Zoning Commission voted 3-2, Commissioners Udovic and Snell dissenting, to recommend approval of the zoning change request to Town Council as presented.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The Town Attorney has reviewed this item.

ATTACHMENTS:

- Draft Ordinance 2025-24
- Exhibit A – Survey
- Exhibit B – Metes and Bounds

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 2025-24 for a Zoning Change Request (Z-25-002) from Agricultural (A) to Old Town 1 (OT-1) zoning district for the Mission Investors/Outdoor LP property on a 3.40-acre tract of unplatted land in the J. Gazaway Survey Abstract 481, the J. Davis Survey Abstract 325, and the L. White Survey Abstract 1384, located on the east side of Front Street north of Old Justin Road, Town of Argyle, Denton County, Texas.

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2025-24**

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE IN THE DEVELOPMENT STANDARDS OF THE TOWN OF ARGYLE, TEXAS, BY APPROVING A ZONING CHANGE FROM AGRICULTURAL (A) TO OLD TOWN 1 (OT-1) ZONING DISTRICT FOR THE MISSION INVESTORS/OUTDOOR LP PROPERTY ON A 3.40-ACRE TRACT OF UNPLATTED LAND IN THE J. GAZAWAY SURVEY ABSTRACT 481, THE J. DAVIS SURVEY ABSTRACT 325, AND THE L. WHITE SURVEY ABSTRACT 1384, LOCATED ON THE EAST SIDE OF FRONT STREET, NORTH OF OLD JUSTIN ROAD, TOWN OF ARGYLE, DENTON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF ARGYLE, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING INJUNCTIVE RELIEF; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town initiated a zoning change request with the property owner's approval for the purpose of changing the zoning on a tract of land consisting of 3.40-acre tract of unplatted land in the J. Gazaway Survey abstract 481, the J. Davis Survey abstract 325, and the L. White Survey abstract 1384, located on the east side of Front Street, north of Old Justin Road, Town of Argyle, Denton County, Texas (the "Property"), from Agricultural (A) to Old Town 1 (OT-1) zoning district; and

WHEREAS, on July 9, 2025, the Planning and Zoning Commission of the Town of Argyle, in compliance with the Town Development Standards and the Comprehensive Zoning Ordinance of the Town of Argyle, Texas and with the requisite notices by publication and otherwise, afforded a full and fair hearing to all the property owners interested and situated in the affected area and in the vicinity thereof and voted to recommend changing the zoning to Old Town 1 (OT-1); and

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

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

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

SECTION 2: That the Comprehensive Zoning Ordinance in the Development Standards of the Town of Argyle, Texas, is hereby amended by approving the zoning change on one tract of land consisting of 3.40-acre tract of unplatted land in the J. Gazaway Survey abstract 481, the J. Davis Survey abstract 325, and the L. White Survey abstract 1384, Town of Argyle, Denton County, Texas, from Agricultural (A) to Old Town 1 (OT-1).

SECTION 3. That all building standards authorized by the zoning change shall conform to the Town Development Standards of the Town of Argyle, Texas, including the Comprehensive Zoning Ordinance, except as provided in this Ordinance.

SECTION 4. That the Official Zoning Map of the Town of Argyle, Texas, is hereby amended to reflect the zoning change.

SECTION 5. That the above described Property shall be used only in the manner and for the purpose provided by the Town Development Standards of the Town of Argyle as heretofore amended, and as amended herein.

SECTION 6. That any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Town Development Standards of the Town of Argyle, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 7. If any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or portion thereof, other than that portion so decided to be invalid or unconstitutional.

SECTION 8. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9. In addition to and accumulative of all other penalties, the Town of Argyle, Texas, shall have the right to seek injunctive relief for any and all violations of this Ordinance.

SECTION 10. This Ordinance shall take effect immediately from and after its passage and publication of the caption of this Ordinance, as the law in such case provides.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE,
TEXAS ON THIS THE 21st DAY OF JULY 2025.**

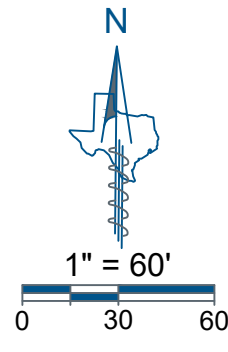
APPROVED:

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary

EXHIBIT A, Tract 1 only



LINE	BEARING	DISTANCE
L1	S 17°28'38" W	175.00'
L2	N 17°28'38" E	175.00'
L3	S 72°31'22" E	140.00'
L4	S 81°17'36" E	70.91'
L5	N 38°44'22" E	33.69'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	833.21'	5779.58'	8°15'36"	S 21°46'39" W	832.49'
C2	104.66'	100.00'	69°58'01"	N 68°43'23" E	99.95'

LEGAL DESCRIPTION

Tract 1: Being a 3.05 acre tract of land out of the J. Davis Survey, Abstract Number 325, the J. Gazaway Survey, Abstract Number 481, and the L. White Survey, Abstract Number 1384, situated in the Town of Argyle, Denton County, Texas, being the remainder of a called 3.408 acre tract of land conveyed to Mission Investors / Outdoor, L.P. by deed of record in Document Number 2007-15770 of the Official Records of Denton County, Texas.

Tract 2: Being a 0.56 acre tract of land out of the J. Gazaway Survey, Abstract Number 481 and the L. White Survey, Abstract Number 1384, situated in the Town of Argyle, Denton County, Texas, being all of two tracts of land conveyed to Mission Investors/ Argyle LLC by deeds of record in Document Numbers 2012-96067 & 2013-1810 of the Official Records of Denton County, Texas.

GENERAL NOTES

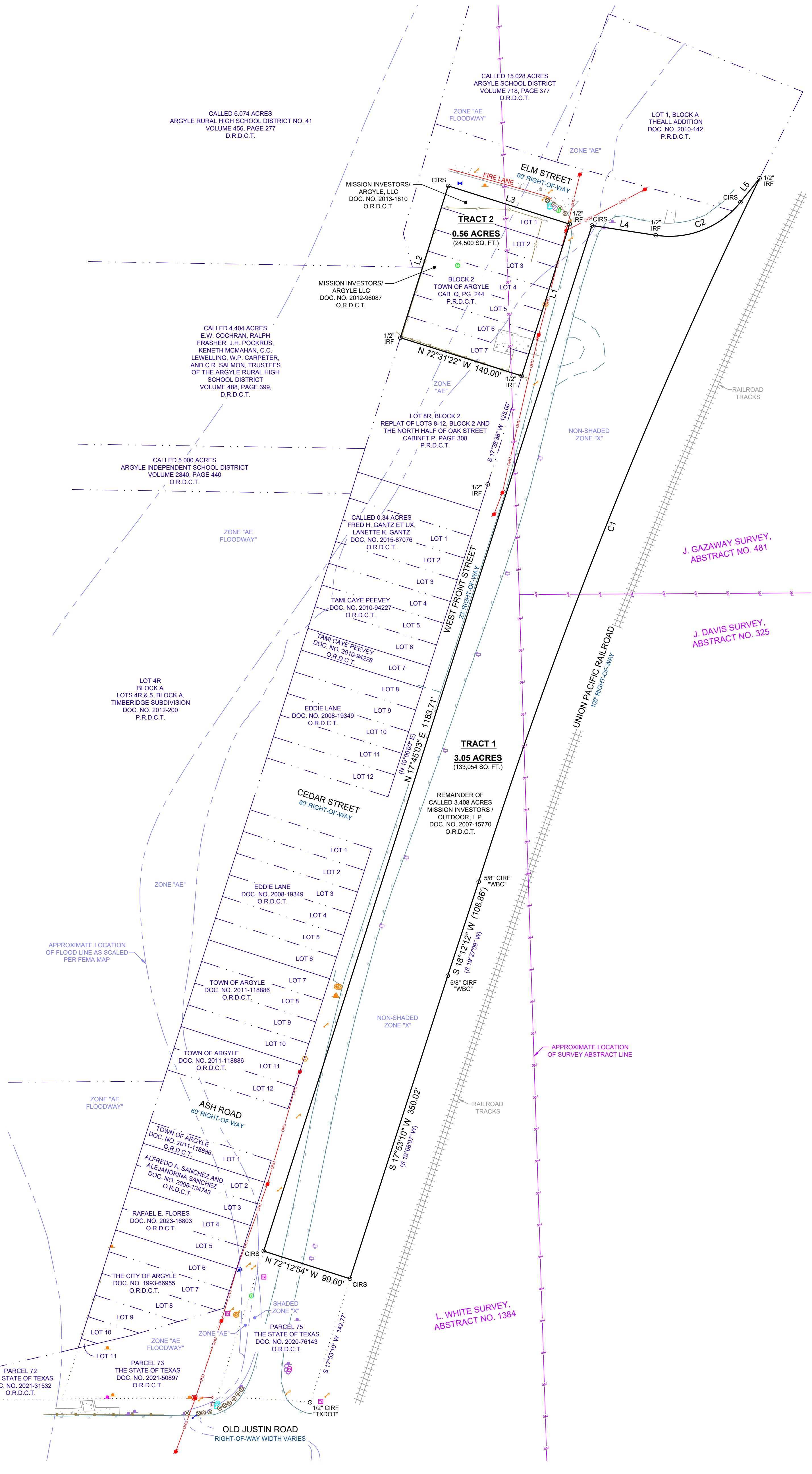
- This survey was performed without the benefit of an Abstract of Title or Title Commitment. Research of record documents done by Eagle Surveying was performed for the purpose of determining the boundary of this property and adjoining parcels. Additional record documents may exist and encumber this property.
- This survey is being provided by Eagle Surveying, LLC solely for the use of the parties to whom the survey is certified and no license has been created, express or implied to copy the survey except as necessary in conjunction with this transaction.
- Underground utility locations, if shown on this survey, are approximate and are based on above-ground evidence and utility markings. The surveyor makes no representation that underground utility locations are in the exact location indicated, but does certify that they are located as accurately as is reasonably practicable from the information provided and observed in the field.
- There was no visible evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- No parking spaces were observed in the process of conducting the fieldwork.
- Eagle Surveying, LLC has not been provided any documentation regarding proposed changes in street right of way lines, furthermore there was no visible evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- There were no visible encroachments or overlapping of improvements observed except as shown herein.
- There were no buildings observed on the subject property in the process of conducting the fieldwork.
- No substantial features were observed in the process of conducting the fieldwork except as shown herein.
- Eagle Surveying, LLC has not been provided a zoning report or letter at the time this survey was prepared.
- The bearings shown on this survey are based on GPS observations utilizing the AiTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
- All Capped Iron Rods Set are 1/2 inch with green plastic cap stamped "EAGLE SURVEYING".

FLOOD NOTE

This property is located in **Non-shaded Zone "X"**, **Zone "AE"** and **Zone "AE Floodway"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480775 as shown on Map Number 481210510G. The location of the Flood Zone is approximate. For additional information regarding Flood Zone designation, contact 1-(877) FEMA MAP.

ALTERATIONS AND ERRORS

This survey is the work product of the signing surveyor and may not be altered or modified in any manner, except by the signing surveyor. Any alteration or modification performed to this survey by any party except for the signing surveyor will be prosecuted to the fullest extent of the law. The surveyor will not be responsible to the client for any typos or errors for which a correction is not requested by the client within thirty days following the issuance of this survey.



SURVEYORS CERTIFICATION

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a) & (b), 7(a), 8, 9, 16, 17 & 18 of Table A thereof. The fieldwork was completed on June 18th, 2024.

This map or plat was prepared on **PRELIMINARY**
this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Caleb McCantles
R.P.L.S. # 7036

ALTA / NSPS LAND TITLE SURVEY

Being 3.61 Acres of Land
out of the J. Gazaway Survey, Abstract No. 481,
the J. Davis Survey, Abstract No. 325, and
the L. White Survey, Abstract No. 1384,
in the Town of Argyle, Denton County, Texas

LEGEND

Wood Post	Gas Valve	Electric Box	Chain Link Fence	Boundary Monument
4" Pipe	Gas Test Station	Electric Meter	Pipe Rod Fence	Record Call
Barbed	Gas Meter	Gas Meter	Wood Fence	1/2" Capped Iron Rod Set
Sign	Surf Gas Utility Sign	Gas Valve	Old Overhead (1888)	Blurred (Eagle Surveying)
Survey Markers	Gas Utility Mark	Flower Pole	Edge of Asphalt	Capped Iron Rod Found
Survey Clean Out	Fiber Optic Utility Sign	Cable Vault	Edge of Gravel	IRF
Water Meter	Fiber Optic Vault	Buried Cable Sign	Survey Abandoned Line	VDL
Water Valve	Unidentified Vault	Concrete	Relaxation Straps	Document Number
			Relaxation Straps	PR.D.C.T. - Partial Records
			Detail Records	Official Records
				O.R.D.C.T. - Official Records

JOB NUMBER	2406.001
DATE	06/20/2024
REVISION	-
DRAWN BY	HSB



Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

PROPERTY ADDRESS
711 WEST FRONT STREET
ARGYLE, TX

Exhibit B
Metes and Bounds Description
Denton County, Texas

Being a 3.408 acre tract of land out of the John Gazaway Survey, Abstract No. 481, the John Davis Survey, Abstract No. 325, and the L. White Survey, Abstract No. 1384 and being a portion of those certain tracts of land deeded to the Texas and Pacific Railway Company as recorded in Volume S, Page 146, Volume S, Page 147 and Volume R, Page 195 of the deed records of Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found at the northeast corner of Lot 10, Block 4 of the Original Town of Argyle as recorded in Cabinet Q, Page 244 of the said deed records, said iron rod also being the southeast corner of Lot 9, Block 4 of the said Original Town of Argyle and being in the west line of West Front Street, a 23-foot wide dedication by said plat;

THENCE South 71°00'00" East, 23.00 feet to a 5/8" iron rod with a yellow cap stamped "WBC" set in the east line of the said 23-foot wide dedication for West Front Street and the east line of said Original Town of Argyle and the **POINT OF BEGINNING** of the tract described herein;

THENCE North 19°00'00" East (Bearing Base), 951.93 feet along the east line of the said Original Town of Argyle to a 5/8" iron rod set with a yellow cap stamped "WBC" at the apparent south line of Eagle Drive (appears to be a 50-foot right-of-way based on tax maps);

THENCE South 80°02'39" East, 70.91 feet along the said apparent south line of said Eagle Drive to a 5/8" iron rod with a yellow cap stamped "WBC" set at the beginning of a curve to the left;

THENCE 104.66 feet along the arc of the said curve to the left and the apparent south line of said Eagle Drive having a radius of 100.00 feet, a central angle of 59°58'02", and whose long chord bears North 69°58'20" East, a distance of 99.95 feet to a 5/8" iron rod with a yellow cap stamped "WBC" set;

THENCE North 39°59'19" East, 33.69 feet, continuing along the apparent south line of said Eagle Drive to a 5/8" iron rod with a yellow cap stamped "WBC" set 50.00 feet from the centerline of the existing Union Pacific Railroad tracks and the beginning of a non-tangent curve to the left;

THENCE 833.21 feet along the said curve to the left and a 50-foot parallel line to the centerline of the said Union Pacific Railroad tracks having a radius of 5779.58 feet, a central angle of 08°15'36", and whose long chord bears South 23°01'34" West, a distance of 832.48 feet to a 5/8" iron rod with a yellow cap stamped "WBC";

THENCE South $19^{\circ}27'09''$ West, 108.86 feet, continuing along a 50.00-foot parallel line to the centerline of the said Union Pacific Railroad tracks to a $5/8''$ iron rod with a yellow cap stamped "WBC";

THENCE South $19^{\circ}08'07''$ West, 492.79 feet, continuing along the said 50.00-foot parallel line to the said Union Pacific Railroad to a $5/8''$ iron rod with a yellow cap stamped "WBC" set in the apparent north line of Old Justin Road (no recording data found for this roadway) and the beginning of a non-tangent curve to the left;

THENCE 102.79 feet along the said curve to the left and the apparent north line of said Old Justin Road having a radius of 998.58 feet, a central angle of $05^{\circ}53'52''$, and whose long chord bears North $85^{\circ}56'53''$ West a distance of 102.74 feet to a $5/8''$ iron rod with a yellow cap stamped "WBC" set in the east line of the aforementioned 23-foot wide dedication for West Front Street and the east line of the aforementioned Original Town of Argyle;

THENCE North $19^{\circ}00'00''$ East, 401.11 feet along the east line of the said 23-foot wide dedication for West Front Street and the east line of the said Original Town of Argyle to the **POINT OF BEGINNING** and containing 148,479 square feet or 3.408 acres of land.



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

July 21, 2025

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

Mayor Ronald Schmidt

ITEM DESCRIPTION:

Discuss and consider Ordinance 2025-21 calling a special election to be held on November 4, 2025, for the purpose of increasing the sales and use tax levy to 2% and authorizing the Mayor to execute an agreement with Denton County Elections Administration for election services.

BACKGROUND INFORMATION:

In order to meet the ballot submission deadline in August, the Town Council must take formal action to call a special election to restructure the sales tax within the Belmont Special Purpose Annexation (SPA) Area. The purpose of this adjustment is to reallocate the existing 2% local sales tax in a manner that preserves current revenue levels within the Town while maximizing the collection of sales tax in the SPA area. This can be achieved through the adoption of an ordinance or resolution that maintains the existing allocations while making the necessary structural adjustments.

Currently, within the Town's corporate limits, the 2% local sales tax includes allocations for special purposes such as the Crime Control and Prevention District (CCPD) and Street Maintenance. However, because the SPA area lies outside the Town's full corporate boundaries, the 0.75% portion designated for these purposes is not collected in the SPA. By restructuring the allocation in the SPA area, this 0.75% may be redirected toward the Town's general sales tax portion, allowing for the full 2% to be collected and retained locally.

Under the terms of the Belmont agreement, implementing this reallocation could result in a financial benefit exceeding \$100,000 annually to the Town.

If the Council elects to call a special election for November 2025, the Town will incur an estimated additional cost of \$9,000 to \$12,000. Alternatively, if the election is scheduled as part of the regular May 2026 election cycle, there would be no additional cost, as the Town already participates in that election.

Staff seeks direction on whether Council wishes to proceed with the special election in November or defer consideration to the May 2026 election cycle. Calling the election now ensures the Town remains on schedule to meet statutory deadlines and secures the opportunity for increased revenue collection within the SPA area.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure: \$9,000 - \$12,000
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by: E. McComis

LEGAL REVIEW:

The Town Attorney reviewed this item.

ATTACHMENTS:

A. Ordinance

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Ordinance 2025-21 calling a special election to be held on November 4, 2025, for the purpose of increasing the sales and use tax levy to 2% and authorizing the Mayor to execute an agreement with Denton County Elections Administration for election services.

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2025-21**

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, FOR THE PURPOSE OF INCREASING THE SALES AND USE TAX LEVY TO 2% AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DENTON COUNTY ELECTIONS FOR SERVICES; ESTABLISHING OTHER PROCEDURES FOR CONDUCTING THE ELECTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Argyle currently levies a 1 percent (1%) general sales and use tax within the town limits; and

WHEREAS, Argyle’s voters have previously adopted the following special sales and use taxes:

- Municipal Development District .25%
- Crime Control and Prevention District: .25%
- Street Maintenance .5%; and

WHEREAS, the total current sales tax collected within the Argyle town limits is the 2 percent (2%) maximum allowed by the State of Texas; and

WHEREAS, the sales tax currently collected in the extraterritorial jurisdiction of the Town of Argyle is the .25% Municipal Development District; and

WHEREAS, the Harvest commercial area was annexed into the Town of Argyle for the limited purpose of collecting sales tax within that commercial area; and

WHEREAS, the current sales tax collected in the Harvest commercial area is:

- Argyle general sales tax 1.0%
- Municipal Development District .25%; and

WHEREAS, state law would allow the Town to increase the sales tax collected within the Harvest commercial by .75% to the maximum 2 percent (2%); and

WHEREAS, the Town Council has determined that it is in the best interest of the residents of Argyle to increase the general sales tax revenue collected from sales within the Harvest commercial area to the maximum 2 percent (2%) allowed by law.

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

SECTION 1. SPECIAL ELECTION ORDERED. The Town Council of the Argyle, Texas, hereby orders that a Special Election shall be held on November 4, 2025, for the purpose of determining whether to increase the sales and use tax levy from 1 percent to 2 percent within the Town limits and limited purpose annexation areas.

SECTION 2. BALLOT PROPOSITION. Pursuant to Section 321.404(d) of the TEXAS TAX CODE, the ballot proposition shall read as follows:

Proposition A: Shall the Town of Argyle adopt a local sales and use tax in the Town of Argyle city limits and in special purpose annexation areas at the rate of 2 percent (2%)?

For

Against

SECTION 3. PRECINCTS. The election precinct for said election shall be the regular precinct of Denton County (Precinct 4017) to the extent that they are within the corporate limits of the Town of Argyle.

SECTION 4. ADMINISTRATION OF ELECTION. The General Election shall be conducted in accordance with the provisions of the Texas Election Code. The election will be conducted jointly with other political subdivisions in Denton County on November 4, 2025, pursuant to Chapters 31 and 271, Texas Election Code. The Town Administrator and Town Secretary are hereby authorized and directed to execute such election agreement for the election and on behalf of the Town, with approval of all expenses of the joint election as outlined in the election agreement. Town of Argyle will contract with Denton County for a joint election.

SECTION 5. EARLY VOTING CLERKS. (a) In accordance with Sections 31.097 and 271.006 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk of the purposes of conducting said election:

Frank Phillips,
Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: electins@dentoncounty.gov

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

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 22, 2025.

SECTION 6. EARLY VOTING LOCATIONS. Early voting by personal appearance shall be held jointly with other Denton County public entities at Denton County’s Main Early Voting Site located in the Denton County Administration Building, 701 Kimberly Drive, Denton, Texas 76208 beginning on October 20, 2025, and continuing through October 31, 2025 at the dates and times set forth below:

**Denton County Administration Building
701 Kimberly Drive, Denton TX**

Monday, October 20, 2025, through Saturday, October 25, 2025; 8am – 5pm
 Sunday, October 26, 2025; 11am-5pm
 Monday, October 27, 2025 through Friday, October 31, 2025; 7am-7pm

Additional early voting locations will be identified in the contract executed with the Denton County Elections Administrator

SECTION 7. ELECTION DAY POLLING PLACE AND ELECTION HOURS. The polling place for all of Precinct 4017 (Town of Argyle) within the corporate limits of the Town of Argyle will be located at a location determined by the Denton County Elections Administrator to be identified in the joint services agreement.

The polls for said election shall be open from 7:00 a.m.–7:00 p.m.

SECTION 8. EARLY VOTING BY MAIL. The Denton County Elections Administrator is hereby appointed as Early Voting Clerk. Applications for a ballot by mail shall be delivered to the early voting clerk, Frank Phillips, PO Box 1720, Denton, Texas 76202.

Applications for ballots by mail must be received no later than April 22, 2025, at 12:00 p.m. (noon).

SECTION 9. ELECTION OFFICERS. The election officers for each polling place shall be appointed and compensated pursuant to the Joint Election Agreement and Contract for Election Services with the Denton County Elections Administrator for said election on November 4, 2025.

SECTION 10. METHOD OF VOTING. Voting on the date of the Election and early voting shall be by the use of a lawfully approved voting system. The preparation of the voting equipment to be used in connection with such voting system and the official ballots for the Election shall conform to the Texas Election Code (“Code”), as amended. Said ballots shall have printed therein such provisions, markings, and language as may be required by law. The specific voting machines to be used shall be provided by Denton County in accordance with the Joint Election Agreement and Contract for Elections Services with the Denton County Elections Administrator.

SECTION 11. NOTICE OF ELECTION. The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of these elections.

SECTION 12. GOVERNING LAW. The elections shall be held as set forth by the Texas Election Code, and all resident registered voters of the Town shall be eligible to vote in said Elections. The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the elections, whether or not expressly authorized herein.

SECTION 13. EFFECTIVE DATE. This Ordinance is effective immediately upon its passage and approval.

PASSED AND APPROVED this 21st day of July, 2025, by the Town Council of the Town of Argyle, Texas.

TOWN OF ARGYLE

By: _____
Ronald Schmidt
Mayor

ATTEST:

Erika McComis
Town Secretary



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

July 21, 2025

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss, consider, and take action on Resolution 2025-33 authorizing the Mayor to execute a professional services agreement with Dunaway for civil design services related to the Town Center project in an amount not to exceed \$47,838, located on a 6-acre tract of land along FM 407.

BACKGROUND INFORMATION:

In 2024, the Town of Argyle acquired a 6-acre parcel along FM 407 for the development of a new Town Center, which will include a future Town Hall and Police Department facility. This location is strategically situated near a 12-acre tract of land under separate ownership, with which the Town anticipates coordinated planning and development.

To support early-stage planning and design of the Town Center improvements, staff has engaged Dunaway to provide civil engineering services that include:

- Boundary, topographic, and tree surveys of the site
- Preliminary site planning and utility layout
- Site investigation report (zoning, infrastructure, and drainage assessment)
- Initial coordination with Town staff and conceptual plan development
- Support for future coordination with architectural partners

The services will help refine the site layout, assess utility infrastructure needs, and provide critical survey data that will inform next steps in facility design and funding strategies. This

work also ensures compatibility with potential future development on the adjacent 12 acres.

The proposal includes a lump sum of \$43,300 and an hourly estimate of \$3,600 for coordination meetings, plus an administrative fee of \$938, for a total not-to-exceed amount of \$47,838. This contract represents a foundational step in executing the Town's long-term vision for centralized municipal services.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure: 47,838
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

- A. Resolution
- B. Professional Services Agreement (PSA)
- C. PSA Dunaway Proposal

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution 2025-33.

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2025-33**

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES FOR THE PURPOSE OF PROVIDING CIVIL ENGINEERING, LAND SURVEYING, AND LANDSCAPE ARCHITECTURE AND PLANNING SERVICES IN AN AMOUNT NOT TO EXCEED \$47,838 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle (“Town”) periodically requires professional services to assist with civil engineering, land survey, and landscape and planning services: and

WHEREAS, pursuant to Chapter 252 of the Texas Local Government Code, the Town is authorized to engage professional services without competitive bidding when appropriate; and

WHEREAS, the Town Council finds that it is in the best interest of the residents of the Town to engage Dunaway Associates (“Firm”) to perform the services described in Exhibit A of the proposed Professional Services Agreement; and

WHEREAS, the Town Council desires to approve the Professional Services Agreement substantially in the form attached hereto as Exhibit 1, and to authorize the Mayor to execute the Agreement and any related documents necessary to effectuate the engagement.

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. The Professional Services Agreement by and between the Town of Argyle and Dunaway Associates for civil engineering, land survey, and landscape and planning services is hereby approved, and the Mayor is authorized to execute the Agreement substantially the form attached as Exhibit 1, together with any other documents necessary to carry out the intent of this Resolution.

Section 3. That this resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 21st DAY OF JULY 2025.

APPROVED:

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF ARGYLE, TEXAS, AND DUNAWAY

This Professional Services Agreement (“Agreement”) is made and entered into on this July 21, 2025 by and between the Town of Argyle, Texas, a general law municipality of the State of Texas (the “Town”), and Dunaway, with a principal place of business at 550 Bailey Avenue, Suite 400, Fort Worth, TX 76107, (the “Firm”).

RECITALS

WHEREAS, the Town desires to engage Firm for [describe the services]; and

WHEREAS, Firm represents that it has the expertise, experience, and personnel necessary to provide such professional services; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Firm shall provide these services to the Town: and

WHEREAS, the Town has determined that Firm is the most qualified firm for the project(s).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TERM

The term of this Agreement shall commence upon full execution of this Agreement by both partners and continue until all services have been completed set forth in Exhibit A (Scope of Services), unless earlier terminated in accordance with Section XI (Termination). Firm shall complete all services within the timeframe set forth in Exhibit A (Scope of Services).

II. SCOPE OF SERVICES

Firm agrees to provide civil engineering, land survey, and landscape and planning services as further described in Exhibit A (Scope of Services). Services include, but are not limited to:

- Boundary survey to verify the monumentation and easements within the subject 6-acre tract in the E W Yeck Survey Lot 1R-1. The survey will address the property corner locations to be shown on the topographic map and can be later used for final platting the property.
- Dunaway will provide a topographic survey of the subject 6 acre tract, improvements along the frontage of FM 407, and existing sewer manhole locations. One-foot interval contours will be developed based on the results of the measurements taken.
- Dunaway will provide a tree survey of the property. Trees with a DBH

- (diameter at breast height) of 6" will be tagged and numbered for future reference. The survey will depict the location, diameter and species (if it can be determined) of the qualifying trees.
- Conceptual design intent of utility infrastructure necessary to support the new facilities, including water, sanitary sewer, and storm drainage systems. Dunaway will work with Town staff throughout the design process to ensure that all improvements meet the specific design criteria established by the Town of Argyle.
-

III. COMPENSATION

The total contract amount for services rendered under this Agreement shall not exceed \$47,338 unless amended in writing by both parties. Compensation shall be based on the fee schedule attached in Exhibit B. The Town shall make payments within thirty (30) days of receipt and approval of invoices.

IV. INDEPENDENT CONTRACTOR STATUS

Firm is an independent contractor and not an employee, agent, or representative of the Town. Firm shall have control over the manner and means of performing its services but shall perform all work in accordance with applicable laws and regulations.

V. ASSIGNMENT

Firm shall not assign or subcontract any portion of this Agreement without prior written consent from the Town.

VI. AMENDMENTS

No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

VII. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, and other deliverables prepared by Firm under this Agreement shall become the property of the Town upon payment for services rendered.

VIII. NONDISCLOSURE

Firm shall not disclose any confidential information obtained during the course of performing services without prior written approval from the Town.

IX. INDEMNIFICATION

FIRM AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING DEATH) ARISING FROM FIRM'S PERFORMANCE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OF THE TOWN.

X. INSURANCE REQUIREMENTS

Firm shall maintain the following insurance coverage for the duration of this Agreement:

Commercial General Liability Insurance - \$1,000,000 per occurrence
 Professional Liability (Errors & Omissions) Insurance - \$1,000,000 per claim
 Automobile Liability Insurance - \$1,000,000 combined single limit
 Workers' Compensation Insurance - Statutory coverage

Firm shall name the Town as an additional insured and provide proof of insurance prior to commencing work.

XI. TERMINATION

A. Termination for Convenience

The Town and Firm may terminate this Agreement at any time upon thirty (30) days written notice to Firm.

B. Termination for Cause

If Firm fails to perform its obligations, the Town may terminate this Agreement upon five (5) days written notice, provided Firm does not cure the deficiency within the notice period.

Upon termination, Firm shall be compensated for services satisfactorily performed prior to termination.

XII. DISPUTE RESOLUTION

Disputes arising under this Agreement shall first be resolved through informal negotiation. If unresolved, the parties agree to mediate the dispute before seeking litigation.

XIII. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any legal action shall be in Denton County, Texas.

XIV. COMPLIANCE WITH LAWS

Firm shall comply with all applicable federal, state, and local laws, including procurement and nondiscrimination regulations.

XV. MISCELLANEOUS PROVISIONS

No Waiver – Failure to enforce any provision shall not constitute a waiver of rights.

Severability – If any provision is found invalid, the remaining provisions shall remain in effect.

Entire Agreement – This Agreement, including Exhibits A and B, constitutes the entire understanding between the parties.

XVI. NOTICES

All notices under this Agreement shall be sent to:

Town of Argyle
 Attn: Municipal Services Director
 308 Denton Street
 Argyle, TX 76226

Dunaway
 Attn: Jeffrey S. Taylor, PE
 550 Bailey Avenue, Suite 400
 Fort Worth, TX 76107

XVII. STATUTORY VERIFICATIONS

The Firm makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Firm within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Firm represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Firm and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Firm hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Firm hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Firm hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this

Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

XVIII. FORM 1295

Submitted herewith is a completed Form 1295 in connection with the Firm's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Firm, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Firm and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its Firms are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Firm; and, neither the Town nor its Firms have verified such information.

SIGNATURES

TOWN OF ARGYLE

Dunaway

By: _____
Mike Sims, Town Manager

By: _____
Jeffrey S. Taylor, PE
Engagement Manager | Principal

Date: _____

Date: _____

EXHIBITS

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule

Dunaway Location
550 Bailey Avenue
Suite 400
Fort Worth, Texas 76107

Dunaway No. P013286.001

July 14, 2025

Ramon Guajardo
Ramel Company, LLC
3320 Tex Boulevard
Fort Worth, Texas 76116
ramonjr@ramelcompany.com

Reference: Proposal for Professional Services
Town of Argyle – New Town Hall and Police Station

Ramon:

Thank you for considering Dunaway to provide comprehensive land surveying, civil engineering, and landscape architecture / planning services for your project. We specialize in creating solutions that not only meet your technical needs but also reflect the unique character of your project. Our team is passionate about bringing your vision to life through collaboration, attention to detail, and a deep understanding of the local landscape. We look forward to partnering with Ramel Company, LLC (Client) to make your Town of Argyle (Project) a success.

Project Understanding

Dunaway is pleased to submit our proposal for the design and construction support services of the new Town Hall and Police Station for the Town of Argyle, Texas. This project represents an important investment in the community's civic infrastructure, and our team is committed to delivering a high-quality facility that meets the Town's operational, functional, and aesthetic goals.

Our scope of work will include the conceptual design intent of utility infrastructure necessary to support the new facilities, including water, sanitary sewer, and storm drainage systems. Dunaway will work with Town staff throughout the design process to ensure that all improvements meet the specific design criteria established by the Town of Argyle.

Coordination will be a key focus of our approach. Our team will participate in regular progress meetings and incorporate feedback to ensure alignment with the Town's vision, budget, and schedule. Through a collaborative and transparent process, we aim to support the successful delivery of a functional, sustainable, and community-oriented civic center.

Executive Fee Summary

Preliminary Surveying	\$24,800 Lump Sum
1. Boundary Survey (Taxable)	\$6,500 Lump Sum
2. Topographic Survey	\$9,500 Lump Sum
3. Tree Survey	\$8,800 Lump Sum
Preliminary Design	\$18,000 Lump Sum & \$3,600 Hourly Estimate
4. Site Investigation Report	\$9,000 Lump Sum
5. Preliminary Coordination with Staff	\$1,000 Lump Sum
6. Preliminary Site Planning	\$8,000 Lump Sum
7. Owner Meetings and Conference Calls	\$3,600 Hourly Estimate
Total: Lump Sum Services	\$42,800.00
Hourly Estimate Services	\$3,600.00
Administrative Fee	\$928.00

FEE

Dunaway proposes to provide the scope of work described below for a fee as shown above. The fees for applicable services provided under this proposal are exclusive of any applicable taxes. The Client agrees to pay, in addition to the amounts specified for services in this proposal, all applicable taxes, that may be imposed by any governmental authority on the services provided. Please see the Standard Terms & Conditions attached below for a list of the taxable services. Such taxes will be added to the invoices and paid by the Client unless the Client provides Dunaway with a valid exemption certificate or other documentation acceptable to the relevant taxing authorities. All administrative and application fees required by review authorities will be paid by the Client and are not included in Dunaway's proposed fee. Please find attached to this proposal our Standard Terms & Conditions for professional services, which is also part of this proposal.

DETAILED SCOPE OF WORK

PRELIMINARY SURVEYING

1. Boundary Survey (Taxable) – Dunaway will provide a boundary survey to verify the monumentation and easements within the subject 6-acre tract in the E W Yeck Survey Lot 1R-1. The survey will address the property corner locations to be shown on the topographic map and can be later used for final platting the property. Dunaway is to be furnished with the names of the parties that are to be addressed. As owner of the property, the Client authorizes Dunaway to enter the property to conduct the survey. If the Client is not the owner of the property, the Client is to obtain written authorization from the property owner and provide it to Dunaway with the written notice to proceed.

2. Topographic Survey – Dunaway will provide a topographic survey of the subject 6 acre tract, improvements along the frontage of FM 407, and existing sewer manhole locations. One-foot interval contours will be developed based on the results of the measurements taken. Additional areas outside of the subject property will use Lidar contours to generate topography. Existing visible utility facilities will be located and depicted on the face of the survey along with other visible improvements situated within the defined area. The vertical datum on which the elevations are based will be NAVD 88. As owner of the property, the Client authorizes Dunaway to enter the property to conduct the survey. If the Client is not the owner of the property, the Client is to obtain written authorization from the property owner and provide it to Dunaway with the written notice to proceed.
3. Tree Survey – Dunaway will provide a tree survey of the property. Trees with a DBH (diameter at breast height) of 6" will be tagged and numbered for future reference. The survey will depict the location, diameter and species (if it can be determined) of the qualifying trees. As owner of the property, the Client authorizes Dunaway to enter the property to conduct the survey. If the Client is not the owner of the property, the Client is to obtain written authorization from the property owner and provide it to Dunaway with the written notice to proceed.

PRELIMINARY ENGINEERING

4. Site Investigation Report – Dunaway will research and prepare a site investigation report. This report will include, but is not limited to, information on platting, zoning, franchise utilities, and impact fees. As part of this proposal, we will perform preliminary analysis to locate and size on-site detention facilities in accordance with applicable drainage criteria. Additionally, we will locate nearby water and sanitary sewer infrastructure to support future service connections and provide preliminary sizing of proposed water and sewer lines to assist with planning and design efforts.
5. Preliminary Coordination with Staff – Dunaway will request a Pre-Development meeting with Town of Argyle staff to discuss key issues related to this Project. We will present preliminary information concerning this Project to staff members to identify any unusual issues or steps required to achieve a timely review and approval of plans after design efforts are complete.
6. Preliminary Site Planning – We understand we have been asked to develop a final site plan of the 6-acre tract to incorporate a future police headquarters, Civic Plaza, town hall, parking, public and private site access, and other pertinent improvements to support the Town of Argyle's needs. Dunaway will prepare up to two versions of a site plan for our coordination with the architectural team and Client approval. Additional versions may be prepared as extra services if desired. Dunaway will require the Client's written approval of the site plan prior to proceeding with the Preliminary Design Document effort. Should redesign efforts become necessary, we can prepare these either as a lump sum contract amendment or on an hourly basis, whichever is appropriate.

7. Owner Meetings and Conference Calls – Dunaway will attend required project / design coordination meetings and conference calls on an as-needed basis. We have included three (3) meetings and eighteen (18) hours of effort. If additional time is required by the Owner, we can perform this service on an hourly basis.

Only those services specifically mentioned in the Scope of Work section are offered as part of this proposal.

ADDITIONAL SERVICES (not included in proposal)

The following is a list of some, but not necessarily all, of the services that can be useful or required for a Project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

1. Easements by Separate Instrument
2. Preliminary Plat
3. Boundary Survey / ALTA Document
4. Final Plat/Replat
5. Zoning revisions
6. Phase 1 and Phase 2 Environmental Site Assessments.
7. 404 WOUS Studies/Permitting
8. Wetlands delineations and Section 404 permitting through the US Army Corps of Engineers.
9. Detailed Water/Sewer Studies
10. TXDOT Coordination or Permitting
11. Design of franchise utilities (gas, electric, telephone and cable TV) will be conducted by the franchise utility companies. Usually, each franchise utility company will provide its own design. If desired, Dunaway will show the conduit for each of these on our drawings provided that the size, number, and material for each conduit is provided to Dunaway by the utility company.
12. Design of off-site public utility extensions is not included unless specifically listed in the proposed scope of work.
13. Landscape/Planting Design
14. Opinion of Preliminary Construction Cost Estimate

Proposal for Professional Services
Town of Argyle
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If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,

DUNAWAY ASSOCIATES, LLC
a Texas limited liability company

Agreed & Accepted
RAMEL COMPANY, LLC

Jeffrey S. Taylor, PE
Engagement Manager | Principal

By: _____
Name: _____
Title: _____
Date: _____

Attachments: Surveyor's Certificate
Standard Terms & Conditions
Texas Sales and Use Tax Exemption Certification

JST/lau

<https://dunawayassociates.sharepoint.com/sites/13286.001/Shared Documents/13286.001-Proposal/P013286.001 - Town of Argyle -Town Hall & Police Station - 2025-0714.docx>

SURVEYOR'S CERTIFICATE

To (name of insured, if known), (name of lender, if known), (name of insurer, if known),
(names of others as negotiated with the client):

This survey substantially complies with the current Texas Society of Professional Surveyors
Standards and Specifications for a Category 1A, Condition 2 Survey.

(NAME), Texas Registered Professional Land Surveyor Number (NUMBER)
E-mail address: (E-MAIL ADDRESS OF RPLS)

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein, dated as of July 14, 2025 (the "Effective Date"), is made and entered into by and between Dunaway Associates, LLC and Client.

I. Basis of Compensation. Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, LLC's Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2025 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative.....	\$99.00 - \$165.00
Information Systems.....	\$114.00 - \$125.00
Marketing/Business Development.....	\$99.00 - \$285.00
Financial.....	\$133.00 - \$297.00
Civil Technician.....	\$122.00 - \$141.00
Civil Designer.....	\$137.00 - \$160.00
Graduate Engineer.....	\$145.00 - \$168.00
Project Engineer.....	\$163.00 - \$226.00
Technical Engineer.....	\$227.00 - \$314.00
Survey Technical Director.....	\$285.00 - \$314.00
Project Surveyor.....	\$175.00 - \$193.00
Survey Chief of Parties.....	\$147.00 - \$204.00
Survey Party Chief.....	\$145.00 - \$184.00
Survey Technician.....	\$99.00 - \$152.00
Survey Field Assistant.....	\$78.00 - \$95.00
GIS.....	\$112.00 - \$127.00
Planner.....	\$119.00 - \$252.00
Planning Analyst.....	\$120.00 - \$132.00
Landscape Designer.....	\$123.00 - \$151.00
Landscape Architect.....	\$126.00 - \$260.00
Environmental Scientist.....	\$135.00 - \$149.00
Intern.....	\$78.00 - \$86.00
Construction Inspector.....	\$160.00 - \$185.00
Right of Way Agent.....	\$166.00 - \$183.00
Subsurface Utility Engineering Tech.....	\$95.00 - \$141.00
Discipline Lead.....	\$165.00 - \$260.00
Engagement Manager.....	\$249.00 - \$354.00
Line of Business Manager/Executive.....	\$213.00 - \$354.00
Regional Manager/Executive.....	\$322.00 - \$354.00
Expert Witness.....	\$400.00 - \$500.00
Managing Partner.....	\$415.00 - \$457.00
Chairman/President.....	\$475.00 - \$550.00

II. Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, LLC and Dunaway Associates, LLC's officers, directors, partners, employees, agents and Dunaway Associates, LLC's Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including **but not limited to the negligence, professional errors or omissions**, strict liability or breach of contract, or warranty express or implied, or any legal theory of recovery of Dunaway Associates, LLC or Dunaway Associates, LLC's officers, directors, partners, employees, agents or Dunaway Associates, LLC's Subconsultants or any of them, shall not exceed fifty percent (50%) of the total compensation received by Dunaway Associates, LLC under this Agreement.

III. Standard of Care. Dunaway Associates, LLC shall perform the Services for which Dunaway Associates, LLC is expressly hired under the Task Order with the professional skill and care ordinarily provided by competent professional services practicing in the same or similar locality and under the same or similar circumstances and professional license. Dunaway

Associates, LLC shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Dunaway Associates, LLC makes no warranty, express or implied, as to its professional services rendered under this agreement.

IV. No Consequential Damages. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential, indirect, special, punitive, or similar damages, whether arising in contract, warranty, tort (including negligence), strict liability, or if incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, LLC, their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use, profit, business, reputation, or financing.

V. Dunaway as Subconsultant Under Prime Contract. In the event, Dunaway Associates, LLC is serving as a subconsultant to Client, and the Client is contracted under a "Prime Contract" to another third party or contemplates being contracted through a Prime Contract to a third party; Dunaway Associates, LLC must have ability to review and request edits if applicable to the Prime Contract in advance of the execution of the Prime Contract. Client agrees to coordinate with Dunaway Associates, LLC regarding proposed revisions to the Prime Contract and to endeavor to obtain all reasonable revisions necessary to the Prime Contract. In the event, Client executes or otherwise agrees to the terms incorporated in a Prime Contract prior to Dunaway Associates, LLC review of Prime Contract, Dunaway Associates, LLC nevertheless reserves the right to propose revisions to Prime Contract acceptable to Dunaway Associates, LLC and third party. In the event Client is not willing to allow Dunaway to propose revisions to Prime Agreement, then Client will contract with Dunaway Associates, LLC, under a separate Subconsultant Agreement. Under no circumstances shall Dunaway Associates, LLC be bound by a Prime Contract negotiated by Client that Dunaway Associates, LLC finds objectionable, and Dunaway Associates, LLC shall have the right to terminate this agreement with full compensation for the percent complete of the instruments of service performed at the notice of termination.

VI. No Duties to Third Parties. The services to be performed by Dunaway Associates, LLC under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, LLC toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

VII. Claims Limited to Insurance Coverage. The Client and Dunaway Associates, LLC waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance, subject to the limitation of liability herein. The Client and Dunaway Associates, LLC each shall require similar waivers from their contractors, subconsultants, and agents.

VIII. General Contractor Duties and Responsibilities. Neither the professional activities of Dunaway Associates, LLC, nor the

presence of Dunaway Associates, LLC or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, LLC and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, will indemnify, defend and hold harmless, Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants from all third claims arising from or resulting from the General Contractor's performance, duties, and responsibilities in the Project **and** Dunaway Associates, LLC and Dunaway Associates, LLC's Subconsultants **shall be made additional insureds** under the General Contractor's general liability insurance policy.

IX. Cancellation.

- a. It is understood that this Agreement may be cancelled by either party giving 30 days written notice to the other party.
- b. The Client may cancel this Agreement if Dunaway Associates, LLC breaches or defaults on its obligation under this Agreement, provided the Client has given written notice detailing the breach and Dunaway Associates, LLC has failed to cure, commence to cure, or provide a plan to cure such breach or default within 30 days of receipt by Dunaway Associates, LLC of the initial written notice from the Client.
- c. Payment to Dunaway Associates, LLC in the event of cancellation under this Section shall include payment for all Services rendered and performed up to date of the notice of cancellation plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants entered prior to Dunaway Associates, LLC's receipt of the notice of cancellation. Client's payment shall be due based on the method of computation in Section I.

X. Payment.

- a. Client recognizes that prompt payment of Dunaway Associates, LLC's invoices is an essential aspect of the overall consideration Dunaway Associates, LLC requires for providing service to Client. Client agrees to pay all charges not in good faith dispute within 30 days of date of invoice.
- b. If payment is not received within 90 days from the invoice date, the Client may incur interest on the overdue amount at a rate of 18% annually (1.5% per month), or the maximum rate allowed by law, whichever is lower. Also, Dunaway Associates, LLC shall be entitled to contact the project owner to request and discuss payment on the overdue amount.

- c. If payment is not received within 120 days from the invoice date, a demand letter and a stop work notice may be issued.
- d. Upon execution of the Agreement, Dunaway Associates, LLC shall provide Client with written payment instructions and all necessary forms required by Client to effectuate payments to Dunaway Associates, LLC (the "Payment Information"). Dunaway Associates, LLC shall submit the initial Payment Information to Client by phone, email, certified mail or hand delivery only. If Client receives a request to change such Payment Information, Client agrees that it will not modify or make a change to this Payment Information without oral confirmation and written or verbal confirmation, from Dunaway Associates, LLC's Controller. Client shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Client makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Dunaway Associates, LLC as required under the terms of this Agreement.

- ## XI. Cessation of Services.
- If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, LLC's invoices within 120 days of invoice date, Dunaway Associates, LLC has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, LLC for cessation of services, **and shall hold harmless, defend and indemnify Dunaway Associates, LLC** from and against any claims for damages, injury or loss stemming from Dunaway Associates, LLC's cessation of service. Client shall also pay Dunaway Associates, LLC for all Services performed up to the date of cessation of services, plus reasonable costs actually incurred by Dunaway Associates, LLC, including but not limited to reasonable cost(s) to break contractual obligations with subconsultants and the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

XII. Suspension of Services and Additional Services.

- a. In the event that any professional services contract is paused for more than six months after execution, Dunaway reserves the right to assess a remobilization fee of up to five percent of the total contract fee. Additionally, Dunaway has the right to update the contract's billing rates to the current billing rate schedule for any contract executed nine months after the original proposal date. If the scope of services requires additional services due to the pause or new information impacting the project during the pause and it is not attributable to Dunaway, the Client acknowledges that additional services may be applicable, resulting in additional fees charged by Dunaway.
- b. In the event that the Client requests in writing that Dunaway Associates, LLC provide services in addition to the Services authorized under this Agreement and proposal, Dunaway Associates, LLC shall, subject to acceptance by Dunaway Associates, LLC, provide such additional services as may be authorized in

writing by the Client. Dunaway Associates, LLC shall be compensated by the Client for the additional services in accordance with the rates in Section I hereto; provided that Dunaway Associates, LLC shall have the right to modify its rates on an annual basis by providing written notice of the rate changes to the Client, and Section I shall be modified to reflect the new rates for any additional services.

- c. Dunaway Associates, LLC shall be reasonably compensated, in accordance with the rates in Section I, for additional services resulting from substantive changes to the design documents not reflective of precedent design approvals, Client-directed substantive modifications to the construction budget or schedule, or from the actions of other third parties beyond the direct control of Dunaway Associates, LLC.

XIII. Dispute Resolution.

- a. In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, LLC within 10 days of receipt of the bill in question, and Client and Dunaway Associates, LLC shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, LLC's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section XII.
- b. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, LLC agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as the first method for resolution, unless the parties mutually agree otherwise. The Client and Dunaway Associates, LLC further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
- c. Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth herein, shall be decided by litigation in Court of competent jurisdiction in a venue where the project is located. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WORK, SERVICES, OR THE PROJECT, AND THE PARTIES HEREBY AGREE TO A BENCH TRIAL.

- XIV. **Surveying Regulations.** Land Surveying in the State of Texas is regulated by the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, telephone number (512) 440-7723. Dunaway Associates, LLC Survey Firm Registration #10098100

- XV. **Reimbursable Expenses.** Other charges which may apply to the Client's project include:

- A. Expenses included in 2% Project Administration and Expenses Fee: local mileage, parking, tolls, internal printing, aerials, postage, FedEx/Courier, courthouse records, tax certificates, on the job meals, invoicing time, field supplies, and other local travel expenses.
- B. All direct non-labor expenses, including fees paid on behalf of Client, bid advertising, airfare, lodging, and rental cars are charged at actual cost.
- C. For services not offered as a part of Dunaway Associates, LLC's normal services, the Client may, at their option, contract directly with the third party for such services or through Dunaway Associates, LLC. If such contracts are made through Dunaway Associates, LLC, a service charge of 10% will be added to the gross amount of such contracts.

Dunaway reserves the right to amend this fee policy at any time.

- XVI. **Certifications, Guarantees and Warranties.** Dunaway Associates, LLC shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, LLC cannot ascertain.

- XVII. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by Dunaway Associates, LLC as a generally accepted business practice, shall not be considered an assignment for the purposes of this Agreement.

- XVIII. **Lenders' Requirements.** Dunaway Associates LLC shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of Dunaway Associates LLC, increase Dunaway Associates, LLC contractual or legal obligations or risks, create a fiduciary obligation or an uninsurable risk, or adversely affect the availability or cost of its professional or general liability insurance or otherwise materially change the terms of this Agreement. Dunaway Associates LLC does recognize that Lender Requirements are often a normal course of business for the Owner and Dunaway Associates LLC, will work diligently with the Owner and Lender to reach mutually acceptable language. The Owner is cautioned that the appropriate time to reach mutually acceptable language should be anticipated, and any Lender Requirements should be presented in advance to Dunaway Associates LLC, to resolve prior to deadlines related to this matter.

- XIX. **Betterment.** If, due to Dunaway Associates LLC's negligence, a required item or component of the Project is omitted from Dunaway Associates LLC's construction documents, Dunaway Associates LLC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will Dunaway Associates LLC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

XX. Miscellaneous.

A. Intellectual Property.

a. "Background IP" means the property and the legal right therein of either of both Parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, proprietary information, confidential information, data, technical data, software, specifications, plans, drawings, designs, models, prints, art, ideas, concepts, methods, methodology, and other materials, work and any information embodying proprietary data such as technical data and computer software. Both Parties agree to provide the Background IP necessary to complete the objectives of the Project. Both Parties shall retain all rights to their respective Background IP provided for this purpose. Neither party shall assume any rights in the other's party's Background IP provided for this project other than the right to use said Background IP to achieve the objectives of this Project.

b. The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) ("Work Product") prepared by Dunaway Associates, LLC for this project shall remain the property of Dunaway Associates, LLC and Dunaway Associates, LLC shall retain all common law, statutory and other reserved rights, including the copyright, where applicable. Dunaway Associates, LLC's Work Product is (i) not intended or represented to be suitable for use on the Project unless completed and signed by Dunaway Associates, LLC, (ii) not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaption) by Dunaway Associates, LLC, (iii) not intended for any such use, reuse or modification without Dunaway Associates, LLC's involvement and will be at Client's and others sole risk and without liability or legal exposure to Dunaway Associates, LLC. In addition to the foregoing, Client shall indemnify, defend, and hold harmless Dunaway Associates, LLC from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of Dunaway Associates, LLC's Work Product.

B. Taxes.

a. The fee for the applicable services provided under this Agreement are exclusive of any applicable taxes. The Client agrees to pay, in addition to the amounts specified for services in this Agreement, all applicable taxes, that may be imposed by any governmental authority on the services provided. Please see below for a list of the taxable services. Such taxes will be added to the invoices and paid by the Client unless the Client provides Dunaway Associates, LLC with a valid exemption certificate or other documentation acceptable to the relevant taxing authorities.

b. Taxable Services:

- i. ALTA/NSPS Land Survey Title
- ii. As-built Survey
- iii. Boundary Survey
- iv. Conveyance Plat
- v. Easement Exhibits/ Metes & Bounds Description
- vi. Easement Vacation
- vii. FEMA Elevation Certificate
- viii. Final Plat
- ix. Form Board Survey
- x. Foundation Survey
- xi. Land Title Survey
- xii. Re-Plat
- xiii. Right-of-Way Staking
- xiv. Right-of-Way Vacation
- xv. Surveyed Site Plan
- xvi. Utility Easement
- xvii. Any boundary related service typically needed if property is being divided, sold, improved, or for new construction in which the document will be signed and stamped by an RPLS

c. Non-Taxable Services:

- i. Construction Staking/Re-staking
- ii. Easement Research
- iii. Operations Site Plans
- iv. Preliminary Plats
- v. Subsurface Utility Engineering
- vi. Topographic Survey
- vii. Tree Survey

C. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

D. Counterparts. This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.

E. Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas and the parties hereto agree and consent that venue for all purposes shall be in Tarrant County, Texas.

F. Proposal Expiration. The terms stated in the proposal are valid only if executed by both parties within 90 days of the date of the proposal.

G. Free Publicity. Dunaway Associates, LLC has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, LLC through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the project.

H. Force Majeure. Dunaway Associates, LLC shall have no liability for any failure or delay in the Services or any part thereof resulting from force majeure, which shall mean all conditions beyond the reasonable control of Dunaway Associates, LLC which prevent or hinder the carrying out of its obligations hereunder, including but

not limited to acts of God or the public enemy, acts of the government of the United States or the individual states, actions or inactions of review authorities, acts of any foreign country, strikes, work stoppages, cyber-attacks, stop work orders issued by governmental authorities, change in law or mandates, lock-outs, disturbances, disorders, riots, civil commotion, malicious damage, war conditions, hostilities, terrorism, blockades, embargoes, boycotts, sabotage, plagues, epidemics, pandemics, public health crisis, earthquakes, landslides, floods, fires, storms, tempests, torrents, named weather event, named storm, and/or conditions caused by the Client or Client's representatives, including suspension in whole or in part of any Project, failure of the Client to provide necessary information in a timely manner or acts of other consultants or contractors of Client. If any of the Services or work are affected by an event resulting from force majeure, Dunaway Associates, LLC shall be entitled to an equitable adjustment in time, cost, and fee to complete the Services or work.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
--	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

<p align="center">This certificate should be furnished to the supplier. Do <u>not</u> send the completed certificate to the Comptroller of Public Accounts.</p>	205
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**EXHIBIT B
COMPENSATION SCHEDULE
TOWN OF ARGYLE & DUNAWAY**

I. COMPENSATION STRUCTURE

The Town agrees to compensate Consultant for professional services rendered **in accordance with the Scope of Services outlined in Exhibit A**. Compensation shall be based on the following structure:

II. FIXED FEE COMPONENTS

The following tasks will be compensated based on a **fixed fee per deliverable**:

Preliminary Surveying	Fixed Fee
Boundary Survey	\$6,500
Topographic Survey	\$9,500
Tree Survey	\$8,800
<hr/>	
Total Preliminary Survey	\$24,800
Preliminary Design	Fixed Fee
Site Investigation Report	\$9,000
Preliminary Coordination with Staff	\$1,000
Preliminary Site Planning	\$8,000
Owner Meetings and Conference Calls	\$3,600
Administrative Fee	\$938
<hr/>	
Total Fixed Fee	\$22,538

III. DELIVERABLES

1. Within 30 days of the effective date of this agreement, Consultant shall deliver to Town, a schedule for the tasks outlined above, such schedule to be satisfactory to Town.
2. Consultant shall deliver to Town all reports, studies, plans, analysis, and other documents resulting from Consultants work and such items shall be the property of the Town.

IV. REIMBURSABLE EXPENSES

The Town agrees to reimburse Consultant for actual **out-of-pocket expenses** incurred in connection with the performance of services under this Agreement, including:

1. **Travel expenses** (mileage at IRS standard rate, lodging, meals, etc., if pre-approved by the Town).
2. **Printing, copying, and reproduction costs** of reports, plans, and other deliverables.
3. **Permitting fees or third-party consultant costs** directly related to the project.
4. **Courier services** or special delivery requirements.

Reimbursable expenses shall be **invoiced at cost** and must be **pre-approved by the Town**.

V. PAYMENT TERMS

1. Consultant shall submit **monthly invoices** detailing services rendered, hours worked, and any approved reimbursable expenses.
2. The Town shall **remit payment within thirty (30) days** of receipt of an approved invoice.
3. **Invoices must include:**
 - o Itemized description of services performed.
 - o Supporting documentation for reimbursable expenses.

4. Invoices should be submitted to:

Town of Argyle
 Attn: Municipal Services Director
 308 Denton Street
 Argyle, TX 76226

VI. ADDITIONAL SERVICES

If the Town requests services **outside the defined scope**, Consultant shall provide a **written proposal** detailing:

- **Scope of additional work**
- **Estimated hours or fixed fee**
- **Impact on project schedule**

Such additional work shall **not commence without prior written approval** from the Town.

VII. TOTAL CONTRACT VALUE

The **maximum contract amount** shall not exceed \$47,838 unless formally amended by both parties.

SIGNATURES

By signing below, the parties acknowledge agreement with the terms outlined in this **Compensation Schedule (Exhibit B)**.

TOWN OF ARGYLE

DUNAWAY

By: _____
 Mike Sims, Town Manager

By: _____
 Jeffery S. Taylor, PE
 Engagement Manager | Principal

Date: July 21, 2025

Date: July 21, 2025



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

July 21, 2025

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss, consider, and take action on Resolution 2025-34 authorizing the Mayor to execute a professional services agreement with GFF for civil design services related to the Town Center project in an amount not to exceed \$69,060, located on a 6-acre tract of land along FM 407.

BACKGROUND INFORMATION:

The Town of Argyle is initiating development of a new Town Center to include a future Police Station and Town Hall on a 6-acre tract of land owned by the Town, located south of FM 407 and east of US 377.

The site will be a major Town investment in the 'core zone' from Cook Street to Frenchtown and from Myrtle to US377 that service as the recognizable core of central Argyle. As such GFF will be tasked, ultimately with 3 major responsibilities:

- 1) Master Plan/Visioning for the Site and Building
- 2) A small area plan/zoning overlay for the core zone
- 3) Final Architectural services for the Police Building

This agreement covers the first of the three responsibilities. The second item, small area plan/zoning overlay is anticipated for Council consideration at the August meeting. The third item, Final Architectural services is anticipated for Council consideration in early 2026.

For the first of the three responsibilities, GFF Architects has proposed a scope of services that includes:

- Master planning for the site (focus on the Town-owned area while including adjacent privately-owned parcels)
- Programming of Police and Town Hall facility needs based on current and future growth
- Conceptual site planning with civil coordination (including access, utilities, drainage, and green space)
- Project visioning services, including visuals and imagery to support stakeholder and Council engagement

The planning process will include direct coordination with Town leadership, the civil engineering team (Dunaway), and neighboring stakeholders. The intent is to deliver a cohesive site plan that positions the Town for phased facility construction, supports long-term operational growth, and integrates with future retail and public space enhancements. The proposal includes a fixed fee of \$59,250 for basic services and \$9,810 for supplemental project visioning, for a total not-to-exceed amount of \$69,060. This work complements Dunaway’s scope and represents the architectural foundation of the Town’s civic facility planning effort.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure: 69,060
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

- A. Resolution
- B. Professional Services Agreement (PSA)
- C. PSA GFF Proposal

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution 2025-34.

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2025-34**

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GFF ARCHITECTS FOR THE PURPOSE OF PROVIDING MASTER PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle (“Town”) periodically requires professional services to assist in master planning: and

WHEREAS, pursuant to Chapter 252 of the Texas Local Government Code, the Town is authorized to engage professional services without competitive bidding when appropriate; and

WHEREAS, the Town Council finds that it is in the best interest of the residents of the Town to engage GFF Architects (“Firm”) to perform the services described in Exhibit A of the proposed Professional Services Agreement; and

WHEREAS, the Town Council desires to approve the Professional Services Agreement substantially in the form attached hereto as Exhibit 1, and to authorize the Mayor to execute the Agreement and any related documents necessary to effectuate the engagement;

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. The Professional Services Agreement by and between the Town of Argyle and GFF Architects for master planning services is hereby approved, and the Mayor is authorized to execute the Agreement in substantially the form attached as Exhibit 1, together with any other documents necessary to carry out the intent of this Resolution.

Section 3. That this resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 21st DAY OF JULY 2025.

APPROVED:

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF ARGYLE, TEXAS, AND GFFdesign

This Professional Services Agreement (“Agreement”) is made and entered into on this July 21, 2025 by and between the Town of Argyle, Texas, a general law municipality of the State of Texas (the “Town”), and GFFdesign, with a principal place of business at 3030 Nowitzki Way, Suite 400, Dallas, TX 75219, (the “Firm”).

RECITALS

WHEREAS, the Town desires to engage Firm for master planning services; and

WHEREAS, Firm represents that it has the expertise, experience, and personnel necessary to provide such professional services; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Firm shall provide these services to the Town: and

WHEREAS, the Town has determined that Firm is the most qualified firm for the project(s).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TERM

The term of this Agreement shall commence upon full execution of this Agreement by both partners and continue until all services have been completed set forth in Exhibit A (Scope of Services), unless earlier terminated in accordance with Section XI (Termination). Firm shall complete all services within the timeframe set forth in Exhibit A (Scope of Services).

II. SCOPE OF SERVICES

Firm agrees to provide master planning services for the Town Center on the 6-acre tract of land purchased by the Town of Argyle in 2024 with consideration to the adjacent 12-acre property as further described in Exhibit A (Scope of Services). Services include, but are not limited to:

- Providing up to (2) potential options for the combined 18-acre tract that incorporates best practices for public safety facility design as well as best practices for placemaking that supports a thriving retail/restaurant experience.
- Coordinate with Engineering firm(s) to understand grading of property and establish suitable areas for building(s), public parking, secure Town of Argyle parking, ingress and egress routes for Public Safety, Civic Plaza/Green Space and future growth areas.
- Concept Site Plan identifying preliminary draining and utility information, etc.
- Presentation to board

- Assist with presentations to Town Council and Funding Board (2 each)
- High Quality digital PDF of master plan documents

III. COMPENSATION

The total contract amount for services rendered under this Agreement shall not exceed \$69,060 unless amended in writing by both parties. Compensation shall be based on the fee schedule attached in Exhibit B. The Town shall make payments within thirty (30) days of receipt and approval of invoices.

IV. INDEPENDENT CONTRACTOR STATUS

Firm is an independent contractor and not an employee, agent, or representative of the Town. Firm shall have control over the manner and means of performing its services but shall perform all work in accordance with applicable laws and regulations.

V. ASSIGNMENT

Firm shall not assign or subcontract any portion of this Agreement without prior written consent from the Town.

VI. AMENDMENTS

No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

VII. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, and other deliverables prepared by Firm under this Agreement shall become the property of the Town upon payment for services rendered.

VIII. NONDISCLOSURE

Firm shall not disclose any confidential information obtained during the course of performing services without prior written approval from the Town.

IX. INDEMNIFICATION

FIRM AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING DEATH) ARISING FROM FIRM'S PERFORMANCE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OF THE TOWN.

X. INSURANCE REQUIREMENTS

Firm shall maintain the following insurance coverage for the duration of this Agreement:

Commercial General Liability Insurance - \$1,000,000 per occurrence
 Professional Liability (Errors & Omissions) Insurance - \$1,000,000 per claim
 Automobile Liability Insurance - \$1,000,000 combined single limit
 Workers' Compensation Insurance - Statutory coverage

Firm shall name the Town as an additional insured and provide proof of insurance prior to commencing work.

XI. TERMINATION

A. Termination for Convenience

The Town and Firm may terminate this Agreement at any time upon thirty (30) days written notice to Firm.

B. Termination for Cause

If Firm fails to perform its obligations, the Town may terminate this Agreement upon five (5) days written notice, provided Firm does not cure the deficiency within the notice period.

Upon termination, Firm shall be compensated for services satisfactorily performed prior to termination.

XII. DISPUTE RESOLUTION

Disputes arising under this Agreement shall first be resolved through informal negotiation. If unresolved, the parties agree to mediate the dispute before seeking litigation.

XIII. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any legal action shall be in Denton County, Texas.

XIV. COMPLIANCE WITH LAWS

Firm shall comply with all applicable federal, state, and local laws, including procurement and nondiscrimination regulations.

XV. MISCELLANEOUS PROVISIONS

No Waiver – Failure to enforce any provision shall not constitute a waiver of rights.

Severability – If any provision is found invalid, the remaining provisions shall remain in effect.

Entire Agreement – This Agreement, including Exhibits A and B, constitutes the entire understanding between the parties.

XVI. NOTICES

All notices under this Agreement shall be sent to:

Town of Argyle

Attn: Municipal Services Director

308 Denton Street

Argyle, TX 76226

GFFdesign

Attn: Jason Cave

3030 Nowitzki Way, Suite 400

Dallas, Texas 75219

XVII. STATUTORY VERIFICATIONS

The Firm makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Firm within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Firm represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Firm and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Firm hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Firm hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Firm hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

XVIII. FORM 1295

Submitted herewith is a completed Form 1295 in connection with the Firm's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Firm, and the Town agrees to acknowledge such form with the TEC through its electronic

filing application not later than the 30th day after the receipt of such form. The Firm and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its Firms are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Firm; and, neither the Town nor its Firms have verified such information.

SIGNATURES

TOWN OF ARGYLE

GFFdesign

By: _____
Ronald Schmidt, Mayor

By: _____
Jason Cave, Associate Principal +
Director of Civic Practice

Date: _____

Date: _____

EXHIBITS

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule

July 14, 2025

Ramon Guajardo Jr.
President
3320 Tex Blvd.
Fort Worth, Texas 76116
817-800-5791
ramonjr@ramelcompany.com

RE: TOWN OF ARGYLE POLICE STATION & TOWN HALL MASTER PLAN

Dear Ramon:

Thank you for the opportunity to submit a proposal on the above-mentioned project. We understand the Town of Argyle ("Owner") would like GFF Architects ("GFF" or "Architect") to provide master planning for the Town of Argyle Police Station and Town Hall. This letter outlines our basic project understanding, the scope of services we propose and the related fees.

PROJECT UNDERSTANDING:

- The Town of Argyle Police Department has needed a new facility for some time. Their current facility is located east of highway 377 south of Denton Street SE. It is undersized and does not provide secure parking for staff.
- The Town of Argyle owns a six-acre parcel south of FM 407 and east of Highway 377 adjacent to a 12-acre parcel that is planned for retail development.
- The Town intends to develop their 6-acre tract to provide a new police station and town hall.
- The site should also support the necessary secure parking area required for the department's vehicles.
- It's possible that space inside the police station could support essential town hall functions such as a council chamber, pre function and support spaces.
- The neighboring 12-acre tract is owned by a developer who would like to create a destination retail center adjacent to the new police station & town hall.
- The owner will provide boundary and topographic survey along with stormwater analysis for the parcel.
- The Town expects a signalized intersection to exist at the intersection of FM407 and Myrtle Drive and thus the main entry to the development likely occurs at this intersection.
- We expect the master planning process to take 6 months to complete.

PROJECT TEAM:

Owner's Team:

Mike Sims
Emmitt Jackson
Ramon Guajardo Jr.

Town Administrator
Chief of Police
Owner's Representative

GFF

Brian Moore
Andrew Adkison
Jason Cave
Garrett Barker

Master Planner

Principal-In-Charge
Associate Principal
Associate Principal
Studio Director

SCOPE OF SERVICES:

Basic Services

Master Planning Services

GFF will provide master planning services for the Town of Argyle's new Police Station and Town Hall. We will work with the city stakeholder group to develop up to (2) potential options for the combined 18-acre tract that incorporates best practices for public safety facility design as well as best practices for placemaking that supports a thriving retail/ restaurant experience. Master Plan will include aligning with intersection at Myrtle Drive.

Work with the Town and the Civil Engineer's information to understand the anticipated grading of the property & establish suitable areas for:

- Building(s)
- Public Parking
- Secure Town of Argyle Parking
- Ingress and Egress Routes
- Civic Plaza/ Green Space
- Building(s) Future Growth Areas

Programming & Conceptual Site Plan

GFF will provide space programming services along with conceptual design services that result in a preliminary site plan and site test fit for the police station and town hall facilities. We will refine the overall master plan into a site plan that incorporates civil design elements, provided by the owner's civil engineer, such as retention/ detention ponds and relevant grading impacts and utilities to the site. We will work with the Town's Stakeholders to understand the Town's needs related to:

Police Headquarters / Station

- Develop space needs for current and future department(s) growth
- Establish an efficient and meaningful site layout, including phasing options

Town Hall/ Civic Plaza

- Develop space needs for current and future department(s) growth
- Establish an efficient and meaningful site layout, including phasing options

Supplemental Services

Project Visioning

GFF will lead a visioning charrette with the client to define the Town's desired character for the site and architecture. 3D imagery will be developed to visually communicate how the site master plan could translate into a finished product.

- Consultants other than those listed above.
- Any other services or activities other than those listed above.
- As otherwise defined in AIA B 101, 2017 Ed.

DELIVERABLES:

- Concept Site Plan identifying building locations and sizes, public and secure parking, green space, driveways, drive isles, and preliminary draining and utility information, etc.
- Presentation to board
- Assist with presentations to Town Council and Funding Board (2 each)
- High Quality digital PDF of master plan documents

FEES:

We propose to perform this work for a fixed sum as follows:

- *Basic Services*

Master Planning		\$27,867
Programming		\$13,966
Concept Site Plan		\$17,417
TOTAL		\$59,250

- *Supplemental Services*

Project Visioning		\$9,810
TOTAL		\$9,810

- *Revisions and other additional services*

Additional services not included in Basic Services will be negotiated as a lump sum fee based on the scope requested.

- *Reimbursable Expenses*

In addition to the basic services fees, printing, deliveries, travel, plots, taxes on goods or services, and other reimbursable expenses per AIA B 101, 2017, Ed., will be invoiced at 1.1 times invoice amount, or the equivalent for in-house expenses.

OTHER PROVISIONS:

- Terms and conditions shall be as set forth in AIA B101, 2017, Ed., unless otherwise specifically set forth herein. "Work", as used therein and further in relation to the Architect's Services, including any documents issued or executed by Architect in the course of providing services under this Agreement, shall mean the construction and services required by any contract documents, within the scope of services set forth in this agreement.
- The Owner has or will retain, via separate contract, qualified professionals to assess the property for hazardous materials (including providing an asbestos survey stipulated in the Texas Asbestos Health Protection Act) and removing any such substances. As such, the Architect shall consider the building and site free of hazardous substances for the purpose of performing its work.
- GFF shall not be required to retain any specific consultant recommended by the Owner. To the extent that the Owner recommends or requires a certain consultant to perform services on the project, Owner shall directly retain such consultant and require such consultant to coordinate its services with those provided by GFF
- Design, coordination and documentation of off-site improvements, cross-access agreements and parking agreements as required by the City, the lender or any other entity is by others.
- GFF shall have the right to rely on the accuracy, thoroughness, and completeness of all information provided by the Owner or Owner's representative(s), including pricing, schedule, or other information provided by the Owner's Construction Manager, Contractor, or similar advisor during all phases of the project, including pre-construction.
- In the event the Owner elects to divide the project into multiple packages to accelerate the construction process, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to, the inability to coordinate early release work with that of later packages, an increased incidence of change orders and field coordination changes, incomplete code interpretations, and work-in-progress modifications. By utilizing multiple packages, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction time.

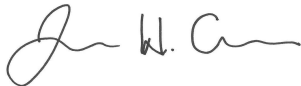
- This proposal is based on all buildings being designed, documented, permitted, and constructed at the same time. Should Owner elect to proceed with the project in phases, GFF can provide that as an additional service.
- In the event GFF is asked to participate in any "value engineering" process, including but not limited to utilizing substitution requests made by the Owner, Contractor, Owner's consultants, subcontractors or others, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to reduced performance, increased life-cycle costs, coordination impacts pertaining to other elements of the project, unforeseen code implications, unanticipated schedule implications, and diminished overall value as a result of the proposing parties having a vested interest in such recommendations. If the Owner chooses to accept and/or directs the Architect to make revisions to the construction documents to include any value engineering recommendations and/or material substitution proposals made by others, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction cost, and hereby release Architect from any and all liability arising from same.
- Services regarding trenching operations are not included as part of this agreement. This includes, but is not limited to, trench design, trench shoring design, consultation regarding trenching, and observation of trenching operations. The Owner agrees to require the Contractor to make all provisions for trenching operations.
- Any language, term or condition of this Agreement to the contrary notwithstanding, the Architect makes no express or implied warranties.
- NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE OWNER AGREES TO LIMIT ARCHITECT'S LIABILITY DUE TO ACTS, ERRORS OR OMISSIONS ALLEGED IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN TORT OR CONTRACT, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF THE ARCHITECT SHALL NOT EXCEED THE GREATER OF \$50,000, OR THE ARCHITECT'S FEE PAID BY OWNER FOR SERVICES RENDERED ON THIS PROJECT.
- The Owner agrees that the sole liability for any and all claims resides with GFF, Inc. and not the individual owners, shareholders or employees of GFF, Inc.
- The Owner and the Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.
- The parties acknowledge that no set of plans and specifications is free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the aggregate additional costs (less betterment) of the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.
- The following are not included as a Basic Service: the design of a structurally-suspended slab, tower crane foundation(s), services relating to exterior signage or graphics (other than that specifically required by code), platting, platting assistance, services relating to special inspections which may be required by any codes or Owner including, but not limited to, special inspections described in Chapter 17 of the *International Building Code*, specialty permitting, including green permitting, any specialty consultants other than those specifically listed herein, low voltage (voice and data) and security.
- Owner has or will provide a site-specific geotechnical report for the site for our use in designing the structural systems for the buildings. Should the report indicate a structured or suspended floor slab is required, GFF and its Consultants can provide that design as an additional service.
- Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement.

- Payment shall be due within 30 days from the date of the invoice (Net 30). All invoices that remain unpaid after 30 days will be assessed a service charge of 1.25% per month, compounded monthly. Architect will stop work if any payment becomes more than 60 days past due and will resume work only upon receipt of payment for all past due amounts.
- Services related to the incorporation of environmentally responsible design including, but not limited to, the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) program, are not included as a Basic Service unless so designated herein. In the event such services are provided, Owner understands and acknowledges that 1) credentialing programs (such as LEED) are exclusive programs of their respective credentialing agencies (such as USGBC); 2) independent credentialing agencies have sole authority with respect to interpreting and determining compliance with their standards and exercise broad discretionary power in doing so and 3) the Architect neither controls nor warrants the final outcome with respect to LEED or other such certifications.
- Upon completion, the Architect may, at its option, utilize the Project to qualify for the Energy Efficient Commercial Building Federal Tax Deduction (179D) as permitted under IRS guidelines. If requested, the Owner shall acknowledge the Architect as the "Designer" of the Project by completing an allocation form (that Architect will provide) and shall allow the Architect's independent third-party evaluation firm (and its licensed inspector) reasonable access to perform a one-time, on-site inspection and certification of the Project's HVAC, interior lighting and/or building envelope systems.
- If, at the Owner's request, the Architect's Work is delayed by more than 60 cumulative days, the Architect's compensation may be adjusted accordingly.
- This proposal shall be valid for a period of up to 60 days from the date of the proposal.

If this proposal is acceptable, please sign and return one (1) copy to my office, to signify your acceptance, which shall also serve as our authorization to proceed. As an alternative, in the event services or instruments of service are provided by Architect and accepted by you, this shall also constitute acceptance of this proposal.

Thank you again for the opportunity to be a part of your team.

Sincerely,
GFF ARCHITECTS



Jason Cave, AIA
Associate Principal + Director of Civic Practice

cc: Evan Beattie, AIA, LEED AP
Allison Hubbard, MBA
Jim West, AIA LEED AP
Brian Moore, AICP
Garrett Barker, AIA

ACKNOWLEDGED AND APPROVED:

Signature

Date

Name/Title

The Texas Board of Architectural Examiners, PO Box 12337, Austin, TX 78711-2337, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Chapter 1051 of the Texas Occupational Code.

EXHIBIT B
COMPENSATION SCHEDULE
TOWN OF ARGYLE & GFFdesign

I. COMPENSATION STRUCTURE

The Town agrees to compensate Firm for professional services rendered **in accordance with the Scope of Services outlined in Exhibit A**. Compensation shall be based on the following structure:

II. FIXED FEE COMPONENTS

The following tasks will be compensated based on a **fixed fee per deliverable**:

BASIC SERVICES

Task Description	Fixed Fee
Master Planning	\$27,867
Programming	\$13,966
Concept Site Plan	\$17,417
Total	\$59,250

SUPPLEMENTAL SERVICES

Task Description	Fixed Fee
Project Visioning	\$9,810
Total	\$9,810

Task Details Include:

The Town of Argyle Police Department has needed a new facility for some time. Their current facility is located east of highway 377 south of Denton Street SE. It is undersized and does not provide secure parking for staff.

- The Town of Argyle owns a six acre parcel south of FM 407 and east of Highway 377 adjacent to a 12-acre parcel that is planned for retail development.
- The Town intends to develop their 6-acre tract to provide a new police station and town hall.
- The site should also support the necessary secure parking area required for the department's vehicles.
- It's possible that space inside the police station could support essential town hall functions such as a council chamber, pre function and support spaces.
- The neighboring 12-acre tract is owned by a developer who would like to create a destination retail center adjacent to the new police station & town hall.
- The owner will provide boundary and topographic survey along with stormwater analysis for the parcel.
- The Town expects a signalized intersection to exist at the intersection of FM407 and Myrtle Drive and thus the main entry to the development likely occurs at this intersection.
- The master planning process to take 6 months to complete.

III. DELIVERABLES

1. Within 30 days of the effective date of this agreement, Consultant shall deliver to Town, a schedule for the tasks outlined above, such schedule to be satisfactory to Town.
2. Consultant shall deliver to Town all reports, studies, plans, analysis, and other documents resulting from Consultants work and such items shall be the property of the Town.

IV. REIMBURSABLE EXPENSES

The Town agrees to reimburse Firm for actual **out-of-pocket expenses** incurred in connection with the performance of services under this Agreement, including:

1. **Travel expenses** (mileage at IRS standard rate, lodging, meals, etc., if pre-approved by the Town).
2. **Printing, copying, and reproduction costs** of reports, plans, and other deliverables.
3. **Permitting fees or third-party Firm costs** directly related to the project.
4. **Courier services** or special delivery requirements.

Reimbursable expenses shall be **invoiced at cost** and must be **pre-approved by the Town**.

V. PAYMENT TERMS

1. Firm shall submit **monthly invoices** detailing services rendered, hours worked, and any approved reimbursable expenses.
2. The Town shall **remit payment within thirty (30) days** of receipt of an approved invoice.
3. **Invoices must include:**
 - Itemized description of services performed.
 - Supporting documentation for reimbursable expenses.

4. Invoices should be submitted to:

Town of Argyle

Attn: Municipal Services Director

308 Denton Street

Argyle, TX 76226

VI. ADDITIONAL SERVICES

If the Town requests services **outside the defined scope**, Firm shall provide a **written proposal** detailing:

- **Scope of additional work**
- **Estimated hours or fixed fee**
- **Impact on project schedule**

Such additional work shall **not commence without prior written approval** from the Town.

VII. TOTAL CONTRACT VALUE

The **maximum contract amount** shall not exceed \$69,060, unless formally amended by both parties.

SIGNATURES

By signing below, the parties acknowledge agreement with the terms outlined in this **Compensation Schedule (Exhibit B)**.

TOWN OF ARGYLE

GFFdesign

By: _____
Mike Sims, Town Manager

By: _____
Jason Cave, Associate Principal + Director of Civic Practice

Date: July 21, 2025

Date: July 21, 2025



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

July 21, 2025

PRESENTER:

Bobby Johnston, Director of Public Works

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss, consider, and take action on Ordinance 2025-25 amending the Fiscal Year 2024–2025 Budget to allocate Equipment Replacement Funds for the purchase of an Interstate Trailers Inc. G20DT flatbed equipment trailer.

BACKGROUND INFORMATION:

The Fiscal Year 2024–2025 Equipment Replacement Fund included \$70,500 for the planned replacement of a $\frac{3}{4}$ -ton truck. That purchase was completed at a cost of \$54,779.31, leaving \$15,720.69 in available funds from the original allocation.

Staff is recommending the purchase of an Interstate Trailers Inc. G20DT flatbed equipment trailer, rated to haul all current Town-owned equipment. The Town does not presently own a trailer appropriately rated for some of its larger equipment, which presents both operational inefficiencies and safety concerns. Acquiring this trailer will support safer and more efficient operations within the Public Works Department and help phase out aging equipment.

The proposed trailer purchase totals \$20,484.00 and is available through BuyBoard Cooperative Purchasing Contract #687-22. The BuyBoard procurement process meets all applicable State purchasing requirements and the Town of Argyle's Financial Policies. Of the purchase cost, \$15,720.69 will come from the existing balance of the Equipment Replacement Fund, with the remaining \$4,763.31 to be drawn from the fund's unrestricted balance, which currently totals \$255,960.00.

Approval of this item requires a budget amendment to formally authorize the additional use of Equipment Replacement Fund balance in Fiscal Year 2024–2025.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure: \$20,484.00
- General Ledger Code: 330-5-510-6210
- Proposed Revenue:
- Budget Amendment Required: Yes
- Financial Review Completed by: Town Manager

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

- A. Ordinance 2025-25
- B. Interstate Trailers Inc. G20DT Quote - BuyBoard.
- C. Interstate Trailers Inc. G20 DT Image

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 2025-25 amending the Fiscal Year 2024–2025 Budget and authorizing the purchase of one (1) Interstate Trailers Inc. G20DT equipment trailer in the amount of \$20,484.00, and authorize the Mayor to execute same on behalf of the Town.

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2025-25**

BUDGET AMENDMENT

AN ORDINANCE AMENDING THE TOWN OF ARGYLE FISCAL YEAR 2024-25 OFFICIAL BUDGET, ADOPTED BY ORDINANCE NO. 2024-27, APPROPRIATING \$4,763.31 FROM THE UNAPPROPRIATED BALANCE OF THE EQUIPMENT REPLACEMENT FUND TO SUPPLEMENT REMAINING FRUNDS FROM A PREVIOUSLY ADOPTED VEHICLE PURCHASE FOR THE PURPOSE OF PURCHASING AN EQUIPMENT TRAILER FOR PUBLIC WORKS OPERATIONS; PROVIDING A CUMULATIVE CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle is a type A general law municipality located in Denton County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council of the Town of Argyle previously approved Ordinance number 2024-27, adopting the Official Budget of the Town; and

WHEREAS, the Town Council desires to amend Ordinance Number 2024-27, adopting the Official Budget of the Town, by appropriating \$4,763.31 of the unappropriated balance of the Equipment Replacement Fund to supplement unspent funds from a previously completed $\frac{3}{4}$ Ton Truck purchase, thereby enabling the purchase of one (1) Interstate Railers Inc. G20DT gooseneck flatbed trailer to support the Public Works department.

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

SECTION 1

That the Official Budget of the Town of Argyle, adopted by Ordinance No. 2024-27, is hereby amended by the Town Council by appropriating \$4,763.31 of the unappropriated balance of the Equipment Replacement Fund for the purpose of completing the purchase of a Public Works equipment trailer in the Fiscal Year 2024-2025.

The Town Secretary is directed to keep and maintain a copy of such Official Budget, as amended, on file in the office of the Town Secretary available for inspection by citizens and the general public.

SECTION 2

This ordinance shall be cumulative of all provisions of ordinances of the Town of Argyle, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which even the conflicting provisions of the other ordinances are hereby repealed.

SECTION 3

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation in this ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, BY A VOTE OF __ TO __, ON THIS THE 21ST DAY OF JULY 2025.

APPROVED:

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary

Item 14.

INTERSTATE



**PIERCED MAINBEAMS
WITH INTER-LOCKING
CROSSMEMBERS**

**EXCLUSIVE HEAVY
DUTY, ADJUSTABLE
SPRING SUSPENSION**

2-5/16" BALL COUPLER

**2" NOMINAL OAK
DECKING**

**SPRING ASSISTED
LOADING RAMPS**

**LED LIGHTING
MODULAR WIRING**

G20DT

**THE
DEFINITION
OF VALUE**



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

July 21, 2025

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider action on AN ORDINANCE authorizing the issuance of “TOWN OF ARGYLE, TEXAS, TAX NOTES, SERIES 2025”; specifying the terms and features of said notes; levying a continuing direct annual ad valorem tax for the payment of said notes; and resolving other matters incident and related to the issuance, sale, payment and delivery of said notes, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Letter; and providing an effective date..

BACKGROUND INFORMATION:

The proposed \$750,000 Certificates of Obligation are intended to allow Council to make initial progress on the estimated pre-construction costs for the new Town Center/Police Building Project. These funds will go to architectural, engineering, project management and other preconstruction expenses. The intent is not to make final decisions regarding the size, site layout and other factors until professional service work on the building and site elements have been performed, giving the Council adequate information for the next round of decision-making. The funds will be used initially to create a Master Plan, the discussion and approval of which will be the format for the Council's decision making on the Town Center/Police Building.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:

- General Ledger Code:
- Proposed Revenue: \$750,000
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Hilltop Borrowing Scenario
Term Sheet
Disclosure
Ordinance #_____

RECOMMENDED MOTION AND/OR ACTION:

Approval of Ordinance #_____.

Town of Argyle, Texas

Existing and Pro-forma Debt Service - Funding \$750,000 Tax Note in FYE 2025

I&S Tax Rate Analysis

	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>	<i>I</i>	<i>J</i>	<i>K</i>	<i>L</i>	<i>M</i>	<i>N</i>
Fiscal Year Ended 9/30	Taxable Assessed Valuation ⁽¹⁾	Actual/ Assumed Growth Rates	EXISTING DEBT SERVICE					NEW FUNDING - SHORT-TERM NOTE			COMBINED TOTALS		Amount to Stay At 0.1012	
			Total Existing Outstanding Debt Service	Less: System Self-Supporting Sewer Debt Requirements	Less: Assumed Debt Service Paid by Street Sales Tax	Net Tax-Supported Debt Requirements	Existing Debt Estimated I&S Tax Rate ⁽²⁾	\$775,000 Series 2025 - 9/10/2025 - 4.00% Assumes Current Rates as of 6/04/2025 + 0.25%			Total Debt Service Paid from Property Taxes	Total Estimated I&S Tax Rate ⁽²⁾		
								Principal	Interest	Total				
2025	1,401,797,026	10.84%	1,274,019	(221,694)	(40,000)	1,012,325	0.1012				1,012,325	0.1012		
2026	1,477,774,425	5.42%	1,288,080	-	-	1,288,080	0.0889	500,000	19,622	519,622	1,807,702	0.1248	342,105	
2027	1,536,885,402	4.00%	1,284,397	(230,744)	(50,000)	1,003,653	0.0666	275,000	5,500	280,500	1,284,153	0.0853		
2028	1,598,360,818	4.00%	1,264,835	(239,694)	(50,000)	975,141	0.0623				975,141	0.0623		
2029	1,662,295,251	4.00%	1,232,274	(229,019)	(50,000)	953,255	0.0585				953,255	0.0585		
2030	1,662,295,251		787,379	(125,494)	(50,000)	611,885	0.0376				611,885	0.0376		
2031	1,662,295,251		746,345	(123,494)	(50,000)	572,852	0.0352				572,852	0.0352		
2032	1,662,295,251		469,944	(121,494)	(50,000)	298,450	0.0183				298,450	0.0183		
2033	1,662,295,251		124,444	(124,444)							-	0.0000		
2034	1,662,295,251		122,344	(122,344)							-	0.0000		
2035	1,662,295,251		125,194	(125,194)							-	0.0000		
2036	1,662,295,251		122,994	(122,994)							-	0.0000		
2037	1,662,295,251		120,794	(120,794)							-	0.0000		
2038	1,662,295,251		123,544	(123,544)							-	0.0000		
2039	1,662,295,251		121,172	(121,172)							-	0.0000		
2040	1,662,295,251		123,675	(123,675)							-	0.0000		
2041	1,662,295,251		121,200	(121,200)							-	0.0000		
2042	1,662,295,251										-	0.0000		
2043	1,662,295,251										-	0.0000		
2044	1,662,295,251										-	0.0000		
2045	1,662,295,251										-	0.0000		
2046	1,662,295,251										-	0.0000		
2047	1,662,295,251										-	0.0000		
2048	1,662,295,251										-	0.0000		
2049	1,662,295,251										-	0.0000		
2050	1,662,295,251										-	0.0000		
2051	1,662,295,251										-	0.0000		
2052	1,662,295,251										-	0.0000		
2053	1,662,295,251										-	0.0000		
2054	1,662,295,251										-	0.0000		
2055	1,662,295,251										-	0.0000		
2056	1,662,295,251										-	0.0000		
			\$ 9,452,632	\$ (2,396,991)	\$ (340,000)	\$ 6,715,641		\$ 775,000	\$ 25,122	\$ 800,122	\$ 7,515,763		\$ 342,105	

(1) 2025 TAV as provided by Denton County Appraisal District less TIRZ increment; growth projections as supplied by Town.
 (2) Based on an assumed collection rate of 98%. Tax Rates for 2025 are actual.

ORDINANCE NO. 2025-_____

AN ORDINANCE authorizing the issuance of “TOWN OF ARGYLE, TEXAS, TAX NOTES, SERIES 2025”; specifying the terms and features of said notes; levying a continuing direct annual ad valorem tax for the payment of said notes; and resolving other matters incident and related to the issuance, sale, payment and delivery of said notes, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Letter; and providing an effective date.

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended, (hereinafter called the “Act”), the Town Council (the “Council”) of the Town of Argyle, Texas (the “Town”) is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred (i) for the construction of any public work, (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the Town’s authorized needs and purposes and (iii) professional services, including a service by an engineer, architect, attorney, financial advisor or fiscal agent; and

WHEREAS, in accordance with the provisions of the Act, the Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for professional services related to the design of a law enforcement center, including architectural and engineering fees and other professional services rendered in connection with the issuance of the Notes, in conformity with the Constitution and laws of the State of Texas, including the Act.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE:

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Tax notes of the Town shall be and are hereby authorized to be issued in the aggregate principal amount of \$785,000 to be designated and bear the title “TOWN OF ARGYLE, TEXAS TAX NOTES, SERIES 2025” (hereinafter referred to as the “Notes”), for the purpose of paying contractual obligations to be incurred for professional services related to the design of a law enforcement center, including architectural and engineering fees and other professional services rendered in connection with the issuance of the Notes, in conformity with the Constitution and laws of the State of Texas, including the Act.

SECTION 2: Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturity - Interest Rate. The Notes are issuable in fully registered form only; shall be dated August 1, 2025 (the “Note 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, 2027 (the “Stated Maturity”).

The Notes shall bear interest from the date of their delivery to the initial purchasers until maturity or prior redemption, paid at the per annum rate of ____%. The amount of interest to be paid on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, and such accrued interest shall be payable on February 15 and August 15 of each year, commencing on February 15, 2026, until maturity or prior redemption.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called 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 Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Notes (the "Security Register") shall at all times be kept and maintained on behalf of the Town by the Paying Agent/Registrar, as provided herein and 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 Notes. The Town covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a 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 Notes, the Town agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and interest on the Notes shall be payable to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding the interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder provided, however, the final installment of principal or upon the redemption of the Notes shall be paid only upon presentation and surrender of the Notes to the Paying Agent/Registrar for cancellation at its designated offices, initially in _____, _____ (the "Designated Payment/Transfer Office").. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, 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 close; 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 Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) [The Notes shall not be subject to optional redemption prior to maturity.][Optional Redemption. The Notes shall be subject to redemption prior to maturity, at the option of the Town, [in whole or in part], on and after _____, 20____ at the redemption price of par plus accrued interest to the date of redemption.

At least thirty (30) days prior to an optional redemption date for the Notes (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Town shall notify the

Paying Agent/Registrar in writing of the decision to redeem Notes, the principal amount of the Stated Maturity to be redeemed, and the date of redemption therefor.

(b) Mandatory Redemption. The Notes shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 2026	_____
February 15, 2027*	_____

_____ * maturity date

Approximately thirty (30) days prior to each mandatory redemption date for the Notes, the Paying Agent/Registrar shall select by lot the numbers of the Notes within to be redeemed on the next following February 15 from moneys set aside for that purpose in the Interest and Sinking Fund (as hereinafter defined). Any Note not selected for prior redemption shall be paid on the date of Stated Maturity.

The principal amount of the Notes required to be redeemed on a mandatory redemption date may be reduced, at the option of the Town, by the principal amount of Notes which, at least 50 days prior to the mandatory redemption date, shall have been acquired by the Town at a price not exceeding the principal amount of such Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

(c) Notice of Redemption. Not less than _____ (__) days prior to an optional redemption date for the Notes, 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, to each Holder of a Note to be redeemed 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. So long as _____ is the 100% Holder, then notice of redemption for mandatory redemption dates is not required. If the Holder is not _____, then not less than _____ (__) days prior to a mandatory redemption date for the Notes, 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, to each Holder of a Note to be redeemed 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 Notes, (ii) identify the Notes to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Notes to be redeemed 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) specify that payment of the redemption price for the Notes, shall be made at the principal office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Note is subject by its terms to prior redemption, and has been called for redemption, and notice of redemption thereof has been duly given as hereinabove provided, such Note 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 Note 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 Notes, 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 Notes 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 may, at the option of the Town, be 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, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.]

SECTION 5: Registration - Transfer - Exchange of Notes - Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Notes issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Note may be transferred or exchanged for Notes of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Note 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 of any Note (other than the Initial Note authorized in Section 7 hereof) for transfer 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 Notes of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Note or Notes surrendered for transfer.

At the option of the Holder, Notes (other than the Initial Note authorized in Section 7 hereof) may be exchanged for other Notes of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Notes are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes to the Holder requesting the exchange.

All Notes issued in any transfer or exchange of Notes 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 Notes surrendered in such transfer or exchange.

All transfers or exchanges of Notes 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.

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued,

registered, and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

SECTION 6: Execution - Registration. The Notes 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 on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Town on the Note 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 Notes to the initial purchaser and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in Section 8(c), executed manually or by facsimile 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 8(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 7: Initial Note. The Notes herein authorized shall be initially issued as a single fully registered note in the total principal amount stated in Section 1 hereof and numbered T-1 (hereinafter called the "Initial Note") and the Initial Note shall be registered in the name of the initial purchaser or the designee thereof. The Initial Note shall be the Note 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. Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Note delivered hereunder and exchange therefor a definitive Note of authorized denomination, the Stated Maturity, principal amount and bearing the interest rate for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, 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 Notes, 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 Notes, 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 Notes, 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 Notes as evidenced by their execution. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Note and the Initial Note shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof.

(b) Form of Notes.

REGISTERED
NO. [R-__] [T-1]

REGISTERED
\$785,000

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF ARGYLE, TEXAS
TAX NOTE, SERIES 2025

Note Date:
August 1, 2025

Interest Rate:
____%

Stated Maturity:
February 15, 2027

Delivery Date:
August 20, 2025

Registered Owner: _____

Principal Amount: SEVEN HUNDRED EIGHTY FIVE THOUSAND DOLLARS

The Town of Argyle (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the County of Denton, State of Texas, for value received, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, solely from the revenues hereinafter identified, on the Stated Maturity date specified above the Principal Amount stated above (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 Note appearing below (unless this Note 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 Note is prior to the initial interest payment date in which case it shall bear interest from the Delivery Date) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2026. Principal of this Note is payable in the year of its Stated Maturity or redemption to the registered owner hereof by _____, _____, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, 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"). Principal installments and interest on this note are payable to the registered owner of this Note whose name appears on the "Security 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 Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. provided, however, the final principal installment of the Note or principal upon prior redemption shall be paid only upon presentation and surrender of the Note to the Paying Agent/Registrar for cancellation at its Designated Payment and Transfer Office. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day on which 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 close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; 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 Note 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 Note is one of the series specified in its title issued in the aggregate principal amount of \$785,000 (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred for professional services related to the design of a law enforcement center, including architectural and engineering fees and other professional services rendered in connection with the issuance of the Notes, in conformity with the Constitution and laws of the State of Texas, including the Act and pursuant to an Ordinance adopted by the Town Council of the Town (herein referred to as the "Ordinance").

The Notes shall be subject to mandatory redemption prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 15, 2026	_____
February 15, 2027*	_____

* maturity date

The particular Notes to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Notes required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the Town, by the principal amount of Notes which, at least 50 days prior to a mandatory redemption date shall have been acquired by the Town at a price not exceeding the principal amount of such Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

[The Notes will not be subject to optional redemption prior to maturity.] [The Notes shall be subject to redemption prior to maturity, at the option of the Town, in [whole or in part], on and after _____, 20__ at the redemption price of par plus accrued interest to the date of redemption.

Not less than _____ (__) days prior to an optional redemption date for the Notes, 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, to each Holder of a Note to be redeemed 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. So long as _____ is the 100% Holder, then notice of redemption for mandatory redemption dates are not required. If the Holder is not _____, then at least _____ (__) days prior to a redemption date, 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 Note to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Note shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Note 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 redeemed.

With respect to any optional redemption of the Notes, 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 Notes 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 may, at the option of the Town, be 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, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.]

The Notes 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 owner or holder of this Note 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 Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Note, subject to certain limitations contained in the Ordinance, may be transferred on the Security 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 Security Register occurs, one or more new fully registered Notes 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 Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Note 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 Holder appearing on the Security 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 Notes 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 Notes 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 Notes 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 Notes by the levy of a tax as aforesated. In case any provision in this Note 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 Note 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 Note to be duly executed under the official seal of the Town as of the Note Date.

TOWN OF ARGYLE, TEXAS

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

Town Secretary

(Town Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Note 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 Note 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 Note only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Ordinance; the note or notes 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 Note.

_____,
_____, Texas
as Paying Agent/Registrar

Registration Date:

By: _____

(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 Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer the within Note 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 Note in every particular.

SECTION 9: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or redemption 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 Notes 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 Notes 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 Notes shall be kept and maintained by the Town at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a "Special 2025 Note 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 Notes.

The Mayor, Mayor Pro Tem, Town Manager, Finance Director and Town Secretary of the Town, individually or jointly, are hereby authorized and directed to cause to be transferred to the

Paying Agent/Registrar for the Notes, 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 Notes 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 Notes.

SECTION 10: Mutilated - Destroyed - Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, only upon the approval of the Town and after (i) 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 Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless in their reasonable judgement. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Every replacement Note issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

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 Notes.

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 Notes, 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.

Notes 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 Notes 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 Notes, 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 Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

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 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 authorized securities or obligations under applicable law that may be used to defease obligations such as the Notes.

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 Notes, 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 Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Notes 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. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 12: Ordinance a Contract - Amendments - Outstanding Notes. 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 Note 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 herein. In addition, the Town may, with the written consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, 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 Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes 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 Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Ordinance, except:

- (1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Notes 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 Notes which have been replaced with Notes 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 13, the following terms have the following meanings:

“Closing Date” means the date on which the Notes 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 Notes.

“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 Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

“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 Notes. 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 Notes 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, respectively, would cause the interest on any Note 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 Note, 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 Notes:

- (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 Notes, 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 Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, 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 Notes 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 Notes 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 Notes.

(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 Notes 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 (6) years after the day on which the last outstanding Note is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Notes 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 Notes until six (6) years after the final Computation Date.
- (3) As additional consideration for the purchase of the Notes by the Purchaser 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 from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Notes 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) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Town Manager and Finance Director, 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 Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(j) 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 Notes to be "qualified tax-exempt obligations" in that the Notes 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 2025 will not exceed \$10,000,000.

SECTION 14: Sale of Notes. The offer of _____ (the "Purchaser") to purchase the Notes in accordance with a Purchase Letter, dated as of July 21, 2025, substantially in the form attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted, and the sale of the Notes to said Purchaser is hereby approved and authorized, and declared to be in the best interest of the Town. The Mayor or Mayor Pro Tem and Town Secretary are hereby authorized and directed to execute the acceptance clause thereof for and on behalf of the Town and as the act and deed of the Council. Delivery of the Notes to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 15: Control and Custody of Notes. The Mayor 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 Notes, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the initial purchasers.

SECTION 16: Proceeds of Sale. The proceeds of sale of the Notes, excluding amounts to pay costs of issuance, shall be deposited in a construction fund maintained at the Town's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, and the Town's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the Council. Any excess note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 17: 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 Security 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 Notes. 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 18: Cancellation. All Notes 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, 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 Notes previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 19: Legal Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas,

approving the Notes as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Notes. The Town Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the Town's bond counsel.

SECTION 20: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Notes shall be of no significance or effect as regards the legality thereof and neither the Town nor attorneys approving the Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Notes.

SECTION 21: 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 or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 22: 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 23: 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 24: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 25: 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 26: 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 27: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Town Manager, Finance Director 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, sale and delivery of the Notes. In addition, prior to the initial delivery of the Notes, the Mayor, Mayor Pro Tem, Town Manager, Finance Director and Town Secretary 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 this 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 Notes by the Attorney General. 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 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 full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[Remainder of page left blank intentionally]

PASSED AND APPROVED, this July 21, 2025.

TOWN OF ARGYLE, TEXAS

Mayor

ATTEST:

Town Secretary

(Town Seal)

EXHIBIT A
FORM OF PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
FORM OF PURCHASE LETTER

REGULATORY DISCLOSURE REGARDING MUNICIPAL ADVISORY AGREEMENT

Hilltop Securities Inc. (“HilltopSecurities”), currently is engaged by Town of Argyle, Texas (the “Issuer”) to serve as its financial advisor or municipal advisor (hereinafter referred to as “municipal advisor”) under that certain Financial Advisory Agreement :1992-08-08(6) dated May 24, 2016 (the “Existing Municipal Advisory Agreement”). As of June 23, 2016, pursuant to Rule G-42 of the Municipal Securities Rulemaking Board (“MSRB”), all municipal advisors are required to evidence their municipal advisory relationships with their municipal entity clients by means of one or more written documents delivered to the client, which documentation is required to include certain specific terms, disclosures and other items of information. This Regulatory Disclosure Regarding Municipal Advisory Agreement (this “Disclosure”), together with the Existing Municipal Advisory Agreement and the accompanying disclosures, shall serve as the required written documentation of our municipal advisory relationship as required under MSRB Rule G-42.

To that end, this Disclosure reaffirms the following matters as set forth in the Existing Municipal Advisory Agreement in connection with the Argyle Tax Notes, Series 2025 (the “Transaction”):

1. *Scope of Services.*

(a) The scope of services with respect to HilltopSecurities’ engagement with the Issuer is as provided in the Existing Municipal Advisory Agreement (the “Municipal Advisory Services”). For purposes of this Disclosure, such Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer’s independent registered municipal advisor (“IRMA”) as described in clause (b) below, is referred to as the “Scope of Services.”

(b) IRMA within the Scope of Municipal Advisory Services. Unless Issuer has designated an entity other than HilltopSecurities as its IRMA for purposes of Securities and Exchange Commission (“SEC”) Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Unless the Existing Municipal Advisory Agreement otherwise provides, HilltopSecurities will provide advice with regard to any recommendation made by a third party relying on the IRMA exemption only if the Issuer provides to HilltopSecurities written direction to provide advice with regard to such third-party recommendation as well as any information it has received from such third party, and HilltopSecurities may communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. Unless the Existing Municipal Advisory Agreement otherwise provides, HilltopSecurities will provide to the Issuer recommendations it receives directly from any third party but will not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities written direction to do so.

IRMA Outside the Scope of Municipal Advisory Services. HilltopSecurities views its duties as being strictly limited to the provision of advice to the Issuer with regard to such third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products. HilltopSecurities will provide to the Issuer such recommendations it receives directly from any third party but will not be required to provide advice to the Issuer with regard to any such recommendations unless the Issuer has provided to HilltopSecurities written direction to do so.

Furthermore, HilltopSecurities is of the view that the provision of advice by HilltopSecurities to the Issuer with respect to matters involving third-party recommendations outside the scope of the Municipal Advisory Services shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself, cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities would not be obligated to undertake any of the services within the scope of Municipal Advisory Services with regard to such issuance unless such scope of Municipal Advisory Services under the Existing Municipal Advisory Agreement is amended by the Issuer and HilltopSecurities.

(c) If and to the extent within the Scope of Services, HilltopSecurities is called upon, from time to time:

(i) to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities will be required under MSRB Rule G-42 to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities will be required to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer will be expected to provide information that it reasonably believes to be accurate and complete upon request to permit HilltopSecurities to fulfill its responsibilities under MSRB Rule G-42.

HilltopSecurities notes that the Issuer is not required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer.

(ii) to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer will be expected to provide information that it reasonably believes to be accurate and complete upon request to HilltopSecurities to permit HilltopSecurities to fulfill its responsibility under MSRB Rule G-42.

(iii) to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part

of the Municipal Advisory Services to be provided pursuant to the Existing Municipal Advisory Agreement, the Issuer will be expected to provide information that it reasonably believes to be accurate and complete, upon request, to HilltopSecurities to permit HilltopSecurities to fulfill its responsibility under MSRB Rule G-42.

(d) The Scope of Services with respect to HilltopSecurities’ engagement as municipal advisor is limited solely as provided in the Existing Municipal Advisory Agreement. HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the Scope of Services, and that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from, or not within, the Scope of Services. HilltopSecurities’ service as municipal advisor for one issuance of municipal securities will not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services.

2. Term and Termination. The term of HilltopSecurities’ engagement as municipal advisor to the Issuer, and the terms on which the engagement may be terminated, is as provided in the Existing Municipal Advisory Agreement.

3. Form and Basis of Compensation. The form and basis of compensation for HilltopSecurities’ services as municipal advisor to the Issuer are as provided in the Existing Municipal Advisory Agreement.

4. Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events. Attached hereto is the Municipal Advisory Disclosure Statement, dated as of the date of this Disclosure, setting forth disclosures by HilltopSecurities of material conflicts of interest (the “Conflict Disclosures”), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate the disclosed conflicts of interest, as well as describing the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.

5. Disclosure of Material Risks. Also attached hereto is the Disclosure of Material Risks (the “Risk Disclosures”) setting forth disclosures by HilltopSecurities of the material financial risks associated with the issuance of municipal securities or municipal financial products within the then-current Scope of Services, known to or reasonably foreseeable to HilltopSecurities as of the date below. The Risk Disclosures may be supplemented by HilltopSecurities if the financial characteristics of the financing structure materially change as the Transaction progresses.

HILLTOP SECURITIES INC.

By:  _____

Name: Steven Murray

Title: Senior Vice President

Date: June 18, 2025

MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities investment options for their cash management programs based on the entities specific needs. The Firm and

the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which

may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

VII. Additional Conflicts Disclosures.

The Firm has identified the following additional potential or actual material conflicts of interest:

In addition to serving as Municipal Advisor to the Issuer on the transaction, the Firm or an affiliate may be providing other services to the Issuer unrelated to the transaction or outside the scope of the Municipal Advisory Agreement and either will receive additional fees or may receive additional fees for such other services from the Issuer.

- The Firm provides continuing disclosure services/dissemination agent services either under a separate contract or under the municipal advisory fee structure.
- The Firm's affiliate, Hilltop Securities Asset Management, LLC, provides investment advisory or investment management Services to the Issuer either under a separate contract or under the municipal advisory fee structure.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event : The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's BrokerCheck webpage.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.
- On August 14, 2024, the Securities and Exchange Commission ("SEC") entered into a settlement order with Hilltop Securities Inc. ("Hilltop") to settle an administrative action finding that Hilltop failed to (1) maintain and preserve off-channel communications related to Hilltop's broker-dealer business, as well as related to recommendations made or proposed to be made and advice given or proposed to be given with respect to Hilltop's investment advisory business; and (2) reasonably supervise its personnel with a view to preventing or detecting certain of its personnel's aiding and abetting violations of certain provisions of the federal securities laws. Hilltop admitted to the facts in the settlement order, acknowledged its conduct violated the federal securities laws, and agreed to: (a) a cease-and-desist order, (b) a censure, (c) payment of a civil monetary penalty in the amount of \$1,600,000, and (d) certain undertakings related to the retention of electronic communications.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by

reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by Broker Check at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take you to the electronic version [MA-Clients-Brochure](#).

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

DISCLOSURE OF MATERIAL RISKS

Municipal entities and other obligated parties should carefully consider the risks of all securities transactions prior to execution. A certain level of risk is inherent in all liabilities. The key is to determine whether the level of risk is acceptable. Risks will vary depending upon the structure, terms, and timing of the issue. There are risks that are common to all deal types and some that are specific to each offering. Some risks can be mitigated if properly identified ahead of time. Some risks are out of the control of all parties involved in the transaction and therefore cannot be mitigated nor avoided. Some risks are borne by the lender, resulting in the lender demanding a higher interest rate to offset the acceptance of risk.

As a municipal advisor, it is our fiduciary duty to analyze every aspect of a client's financial situation. A municipal advisor must take into account all assets and all liabilities of the client, current and anticipated, to create the best financial plan to achieve the client's objectives. No single transaction is viewed as separate and apart from prior transactions. The analysis includes a number of other factors, but it must include a thorough understanding of the client's risk tolerance compared to the material risks associated with a specific contemplated transaction.

The following is a general description of the financial characteristics and material risks associated with transaction that are foreseeable to us at this time. As the transaction progresses, material changes to the risk disclosures identified here will be supplemented for your consideration. However, the discussion of risks contained here should not be considered to be a disclosure of all risks or a complete discussion of the risks that are mentioned. Nothing herein constitutes or shall be construed as a legal or tax advice. You should consult your own attorney, accountant, tax advisor or other consultant for legal or tax advice as it relates to this specific transaction.

Fixed Rate Notes

Certain risks may arise in connection with your issuance of Fixed Rate Notes, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue Notes):

Issuer Default Risk

You may be in default if the funds pledged to secure your notes are not sufficient to pay debt service on the notes when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the Notes, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the notes are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the notes. If the notes are revenue notes, you may be required to take steps to increase the available revenues that are pledged as security for the Notes. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer Notes or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the notes. This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the notes prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the notes at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those notes when required. Further, limitations in the federal tax rules on advance refunding of notes (an advance refunding of Notes occurs when tax-exempt notes are refunded more than 90 days prior to the date on which those notes may be retired) may restrict your ability to refund the notes to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the notes to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the notes, which is referred to as “negative arbitrage”.

Tax Compliance Risk

The issuance of tax-exempt notes is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt notes. You also must covenant to take certain additional actions after issuance of the tax-exempt notes. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the notes to become taxable retroactively to the date of issuance of the notes, which may result in an increase in the interest rate that you pay on the notes or the mandatory redemption of the notes. The IRS also may audit you or your notes, in some cases on a random basis and in other cases targeted to specific types of note issues or tax concerns. If the notes are declared taxable, or if you are subject to audit, the market price of your notes may be adversely affected. Further, your ability to issue other tax-exempt notes also may be limited. This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the notes.

Private Placement Term Sheet and Bid Form

- Borrower:** Town of Argyle, Texas (the “Town”)
- Principal:** \$525,000* Tax Notes, Series 2025 (the “Notes”).
- Purpose:** The Notes will be issued for the purpose of providing funds for (1) professional services expenses, including planning and site development, related to the future construction of a new law enforcement center; and (2) the costs and fees of professional services of attorneys and other professionals rendered in connection the issuance of the Notes.
- Security:** The Notes constitute a direct obligation of the Town, payable from a direct and continuing ad valorem tax levied, within the limits prescribed by law, on all taxable property located within the Town.
- Credit Rating:** The Notes will not be rated.
- Tax Status:** Interest on the Notes will be excludable from gross income for federal income tax purposes.
- Qualified Tax-Exempt Obligation:** The Notes **will be** designated as “Qualified Tax-Exempt Obligations” for financial institutions.
- Amortization:** Annual payments of principal on February 15, 2026 and February 15, 2027, with semiannual interest payments on February 15, 2026, August 15, 2026 and February 15, 2027 (final maturity).
- Approximate principal amortization amount has been listed on the Bid Form attached hereto. The Town reserves the right to modify the principal amount to ensure desired debt service payments upon the receipt of the proposed interest rate.**
- Interest Rate:** Respondents are requested to submit a fixed rate that upon execution of the Bid Form and verbal commitment from Town staff will be honored by the Respondent through the delivery of the Notes. Interest will begin to accrue upon the date of delivery of the Notes and calculated on a 30/360 basis.
- Call Option:** The Town requests bids for the purchase of the Notes without an optional redemption provision. However, the Town will consider optional redemption features as specified in the Bid Form.
- Issuance Form and Transferability:** The Notes will be issued in the form of a single note in the denomination of the aggregate principal amount of the Notes. The Notes are transferable in whole but not in part. The Notes will not be DTC eligible, and the Town will not purchase or provide a CUSIP number for the Notes.
- Submission of Bid:** Respondents must submit a signed copy of the Bid Form no later than **10:00 AM CT on Monday, July 21, 2025**. The Bid Form should be delivered to Nick Bulaich and Steven Murray at nick.bulaich@hilltopsecurities.com and steven.murray@hilltopsecurities.com.
- Award Date:** The Town Council will review the bids at a meeting to be held on Monday, July 21, 2025. Subject to Town Council’s right to reject any or all bids and to waive any irregularities (except irregularities associated with the timeliness of any bid submission), the sale of the Notes will be awarded to the bidder (the “Purchaser”) which provides the lowest bid based on lowest interest cost and any other costs to be incurred by the Town as designated on the Bid Form.
- Expected Closing Date:** It is anticipated that the Notes will be delivered on Wednesday, August 20, 2025.
- Paying Agent:** It is anticipated that the Purchaser will provide paying agent services. Please list any charge for this service on the Bid Form.
- Bond Counsel:** Norton Rose Fulbright US LLP will serve the Town as Bond Counsel in this transaction.

*Preliminary, subject to change.

**Conditions Precedent
To Funding:**

Executed documentation satisfactory to the Town's Bond Counsel and the Purchaser including, but not limited, to the following:

Ordinance adopted by the Town Council which contains all relevant provisions governing the financing (rate, term, amortization, security and all other conditions, warranties and covenants as are usual and customary for transactions of the same general type

Opinion of Bond Counsel as to Tax Exemption

No Litigation Certificate

Purchase Letter, including representations and certifications of Purchaser required pursuant to Chapter 2271 (anti-boycott Israel), Chapter 2252 (transactions with prohibited nations and terrorist organizations), and Chapter 2274 (as added by Senate Bill 19 regarding discrimination against firearm entity or trade association and as added by Senate Bill 13 regarding energy company boycotts) of the Texas Government Code and other customary provisions, executed by the Purchaser and Town

Opinion of the Texas Attorney General as to validity of the Notes under Texas State Law

Certificate as to No Material Adverse Change

Issue Price Certificate, executed by Purchaser, in substantially similar form to Exhibit A attached hereto

**Provision of Texas
Ethics Commission
Form 1295
("TEC Form 1295")
And Certification of
Filing By Bidders:**

Pursuant to Texas Government Code §2252.908 (the "Interested Party Disclosure Act"), the Town may not award the Notes to a bidder unless (i) the bidder has provided to the Town a TEC Form 1295 and a Certification of Filing as generated by the Texas Ethics Commission (the "TEC"), or (ii) the bidder certifies that it is exempt from providing such form by virtue of being a publicly traded business entity or wholly owned subsidiary of a publicly traded business entity. Pursuant to the rules prescribed by the TEC, the TEC Form 1295, if required, must be completed online through the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. The TEC Form 1295 must then be printed, signed and notarized and provided to the Town (c/o the Town's Financial Advisor, Hilltop Securities, Inc. Attn: Steven Murray, steven.murray@hilltopsecurities.com) along with a Certification of Filing generated by TEC. In the event that the bidder's bid for the Notes is the best bid received, the Town, acting through its financial advisor, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid and will obligate the bidder to file promptly a completed TEC Form 1295, in order to complete the award. **TEC Form 1295 must be received by the Town prior to its formal acceptance of the winning bid.** The TEC Form 1295 and Certification of Filing may be provided to the Town electronically; however, the original signed and notarized TEC Form 1295 and Certification of Filing must be physically delivered to the Town (Attn: Mike Sims, Town Manager, 308 Denton Street, Argyle, Texas 76226) within two business days of the award. Following the award of the Notes, the Town will notify the TEC of the receipt of each completed TEC Form 1295 and Certification of Filing. The Town reserves the right to reject any bid that does not comply with the requirements prescribed herein. For purposes of completing the TEC Form 1295, box two is Town of Argyle, Texas and the identifier for box 3 is "2025 Tax Notes." Neither the Town nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither has an obligation to undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, an entity intending to bid on the Notes should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the Town that its bid is the apparent winning bid.

**EXHIBIT A
ISSUE PRICE CERTIFICATE**

The undersigned, on behalf of _____ (the "Purchaser"), hereby certifies as set forth below with respect to the bid and purchase of the Town of Argyle, Texas, Tax Notes, Series 2025 (the "Notes").

1. **Purchase of the Notes.** On the date of this certificate, the Purchaser is purchasing the Notes for the amount of \$ _____. The Purchaser is not acting as an Underwriter with respect to the Notes. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Notes to persons other than the Purchaser or a related party to the Purchaser. The Notes are not being issued in exchange for property. The Purchaser will not purchase bond insurance for the Notes.

2. **Defined Terms.**

(a) *Issuer* means the Town of Argyle, Texas

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Notes and with respect to compliance with the federal income tax rules affecting the Notes and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

EXECUTED and DELIVERED this ___ day of _____, 2025.

_____, as Purchaser

By: _____

Name: _____

Title: _____

Town of Argyle, Texas
\$525,000* Tax Notes, Series 2025

Bid Form

Name of Bank: _____

Contact: _____

Phone: _____

<u>Maturity</u>	<u>Principal*</u>	<u>Interest Rate</u>	
02/15/2026	\$ 300,000	_____	%
02/15/2027	225,000	_____	%

The Notes can be redeemed as follows: _____

Other Costs to be incurred by the Town: \$ _____

Signature, Title

Date

Please reply to Nick Bulaich and Steven Murray with Hilltop Securities Inc. by Monday, July 21, 2025, no later than 10:00 AM CT, with your proposal to nick.bulaich@hilltopsecurities.com and steven.murray@hilltopsecurities.com.

*Preliminary, subject to change.



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Discussion Item

MEETING DATE:

July 21, 2025

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss schedule and process for upcoming Fiscal Year 2025-2026 Budget for the Town of Argyle

BACKGROUND INFORMATION:

Work continues on the FY 2025–2026 Budget for Council discussion at the upcoming August Council meeting.

This year's draft reflects the following strategic directives:

- Maintain the existing property tax rate;
- Limit General Fund operational expenditures to the limit of the FY 2024–2025 Budget, as amended;
- Ensure operational expenditures are balanced against operational revenues;
- Phase out 3rd party accounting services in favor of hiring a staff accountant;
- Otherwise provide no new full-time positions, but include limited expansion of third-party contracted services to support strategic objectives;
- Dedicate \$500,000 to the Town Center/Police Building Fund in FY26;
- Transfer previous year allocations to the Town Center/Police Building Fund from CIP to the Town Center/Police Building Fund.
- Budget for major street improvement work under the Street Maintenance Fund with both an Asphalt Street Rehab program and a Concrete Street repair program.
- Constuction funds for Council approved drainage projects and the Argyle Nature Trail will also be included.

Staff will continue working with Council during the budget process to refine these allocations and evaluate potential adjustments to better align recurring expenditures with recurring revenues. Our goal is a lean budget that reflects Council's priorities.

Staff will provide a short review of the timeline for public hearing and adoption as well as Council input opportunities.

Our goal is a Public Hearing at our August Council meeting with adoption at the September Council meeting.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Budget Schedule

RECOMMENDED MOTION AND/OR ACTION:

No action is required as this item is for informational purposes only.

Budget Calendar

Item 16.

Date	Action	Required By
On-going	Council input opportunities	
8/7/2025	Publish No-New-Revenue and Voter-Approval Rates	\$26.04(e) Tax rate calculation, notice, hearing, adoption
8/8/2025	Publish notice of budget	\$102.006 Public hearing on budget
8/8/2025	Publish notice of Tax Rate Hearing (if rate exceeds NNR rate)	\$26.06(a) Tax rate calculation, notice, hearing, adoption
8/15/2025	File Proposed Budget with Town Secretary & Post to Website	\$102.005 Municipal budget filing
8/18/2025	Hold Public Hearings on Budget & Tax Rate	\$102.006 Public hearing on budget & \$26.06 Tax rate calculation, notice, hearing, adoption
9/15/2025	Adopt Final Budget (Town & CCPD) and Tax Rate by ordinance	\$102.009 Public hearing on budget & \$26.06 Tax rate calculation, notice,

AUGUST

SEPTEMBER

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						

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				



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Discussion Item

MEETING DATE:

July 21, 2025

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discussion and review of the monthly budget reports for March and April 2025.

BACKGROUND INFORMATION:

A monthly financial report provides a snapshot of the Town's revenues, expenditures, and fund balances compared to the adopted budget. Its purpose is to promote transparency, support informed decision-making, and ensure accountability in the use of public funds. By highlighting financial trends and any significant variances, the report helps Council and the community monitor the Town's fiscal health throughout the year. This ongoing review also ensures the Town remains on track with its financial goals and policy priorities.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. May Monthly Financials

RECOMMENDED MOTION AND/OR ACTION:

No action is required as this item is for informational purposes only.



FINANCIAL REPORT

FY 24-25 MAY 2025

Town of Argyle · P.O. Box 609 · Argyle, TX · 76226

Introduction

This Financial Report provides an overview of revenues and expenditures for the first quarter of FY 24-25, covering the period from October 1, 2024, to May 31, 2025 (67% of the fiscal year).

GENERAL FUND

Key Revenues:

- Ad Valorem – Collected 104% of the budgeted property taxes through May.
- Sales Tax – Sales tax is at 72% of budget revenues halfway through May.
- Construction Permits – Revenues exceeded budget driven by ongoing development activity, including the large ISD project.
- ARPA (CLFRF) Revenues – Recognized in full totaling \$932,328, reflecting the amended budget and offsetting current year Police salary expenses, satisfying the requirements of those funds.

Department Expenditures Exceeding Budget

- Administration (68% of budget) – Town Administrator search attributed to the overage
- Communications/Marketing (71% of budget) – Increased outreach and advertising expenses attributing to the overage.
- Municipal Court (69% of budget) – Overtime and travel expenses contributed to the overage.
- Development Inspections (62% of budget) – Directly relates to revenues. As our revenues increased, so did our inspections.
- Non-Departmental (100% of budget) – Insurance paid for up front for the year as well as engineering costs that exceed their line-item budget.
- Transfers Out (76% of budget) – Transferred \$500,000 to Capital Improvement Fund per budget. The remaining \$160,000 transfer to the TIRZ Fund is pending.
- ARPA (CLFRF) Transfers to CIP (100% of budget) – Recognized all the ARPA Revenue to offset Police salaries in the current year. Amended the budget to take that savings and transfer it to the Capital Improvement Fund.

SPECIAL REVENUE FUNDS

- Municipal Development District fund has collected 82% of its budgeted sales tax. Expenditures are at 50%, resulting in a year-to-date surplus of \$155,457
- Crime Control and Prevention District fund has collected 79% of sales tax revenues and has expended 80% of its budget.
- Street Maintenance Fund - Revenues have reached 97% of the annual budget.

CAPITAL IMPROVEMENT FUNDS

The Capital Improvement Fund has received full transfers from both the General Fund (\$500,000) and the ARPA allocation (\$889,828). Minimal expenditures have occurred to date, with drainage projects scheduled later in the fiscal year. The current estimated fund balance is \$3.42 million.

UTILITY FUND

Utility Operating revenues are at 67% of the budget. Expenses for the utility operations are at 54%. The Harvest Subdivision refunds began in April 2025. The balance owed to customers was \$158,466 at the end of May 2025.

Town of Argyle Financial Dashboard
 Fiscal Year Overview:
 Period Ending:

FY25

May 31, 2025

67% of the fiscal year



General Fund

Revenue Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Ad Valorem Taxes	3,565,045	3,565,045	20,134	3,698,893	104%
Sales Tax	1,956,000	1,956,000	162,354	1,410,545	72%
Franchise Tax	494,000	494,000	6,345	393,708	80%
Municipal Court	375,000	375,000	33,068	278,754	74%
Permits & Registrations	40,000	227,250	3,250	23,140	10%
Construction Permits	403,000	403,000	24,565	513,628	127%
Development	25,000	25,000	1,400	25,915	104%
Police Revenues	184,040	184,040	-	160,595	87%
Interest Revenues	220,000	220,000	23,336	163,717	74%
Other Revenues	500	500	-	7,317	1463%
Transfers In	309,653	309,653	17,471	139,769	45%
ARPA (CLFRF) Revenues	382,327	889,828	-	932,328	105%
Total Revenue	7,954,565	8,649,316	291,922	7,748,309	90%

Expenditure Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Town Council	117,865	117,865	10,139	52,338	44%
Administration	495,705	495,705	32,763	339,412	68%
Communications/Marketing	133,110	133,110	8,881	94,935	71%
Finance	349,835	349,835	36,446	229,851	66%
Municipal Court	188,595	188,595	15,308	130,322	69%
Information Technology	388,686	388,686	57,616	208,398	54%
Police Services	2,595,004	2,595,004	178,937	1,471,146	57%
Animal Control	37,500	37,500	3,124	24,994	67%
Development Services	437,480	437,480	23,010	191,403	44%
Development Inspections	385,850	573,100	6,777	356,722	62%
Streets & Drainage	927,032	544,705	45,266	336,960	62%
Parks and Recreation	78,100	218,100	2,819	55,258	25%
Non-Departmental	880,992	373,492	22,338	373,831	100%
Transfers Out	660,000	660,000	-	500,000	76%
ARPA (CLFRF) Transfers to CIP	-	889,828	-	889,828	100%
Total Expenditures	7,675,754	8,003,005	443,424	5,255,396	66%

Surplus (Deficit)	278,811	646,311	(151,502)	2,492,914
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Fund Balance Summary

General Fund Balance 09-30-2024				
Audit	3,783,751	3,783,751	3,783,751	3,783,751
Surplus or Deficit (from above)	278,811	646,311	(151,502)	2,492,914
Estimated General Fund Balance	4,062,562	4,430,062	3,632,249	6,276,665

Town of Argyle Financial Dashboard
 Fiscal Year Overview:
 Period Ending:

FY25
 May 31, 2025

67% of the fiscal year



Municipal Development District (MDD)

Revenue Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Sales Tax	450,000	450,000	44,319	369,380	82%
Interest Revenues	125,000	125,000	8,412	62,165	50%
Total Revenue	575,000	575,000	52,731	431,545	75%

Expenditure Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Personnel	165,165	165,165	-	-	0%
Supplies	2,500	2,500	70	555	22%
Contracted Services	116,446	116,446	51,473	93,885	81%
Economic Incentive Grants	225,000	225,000	-	147,500	66%
Repair & Maintenance	-	-	-	2,813	0%
Transfers Out	47,003	47,003	3,917	31,335	67%
Total Expenditures	556,114	556,114	55,460	276,089	50%

Surplus (Deficit)	18,886	18,886	(2,729)	155,457
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Fund Balance Summary

MDD Balance 09-30-2024 Audit	1,971,272	1,971,272	1,971,272	1,971,272
Surplus or Deficit (from above)	18,886	18,886	(2,729)	155,457
Estimated MDD Fund Balance	1,990,158	1,990,158	1,968,543	2,126,729

Town of Argyle Financial Dashboard
 Fiscal Year Overview:
 Period Ending:

FY25
 May 31, 2025

67% of the fiscal year



Crime Control & Prevention District (CCPD)

Revenue Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Sales Tax	424,435	424,435	37,593	337,197	79%
Interest Revenues	42,500	42,500	2,628	25,168	59%
Police Donations	-	-	-	15,300	0%
Total Revenue	466,935	466,935	40,221	377,665	81%

Expenditure Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Supplies	2,350	2,350	-	2,897	123%
Contracted Services	24,600	24,600	6,990	14,307	58%
Capital Outlay	241,486	266,072	47,074	220,122	83%
Transfers Out	162,650	162,650	13,554	108,433	67%
Total Expenditures	431,086	455,672	67,619	345,760	76%

Surplus (Deficit)	35,849	11,263	(27,398)	31,906
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Fund Balance Summary

CCPD Fund Balance 09-30-2024 Audit	611,471	611,471	611,471	611,471
Surplus or Deficit (from above)	35,849	11,263	(27,398)	31,906
Estimated CCPD Fund Balance	647,320	622,734	584,073	643,377

Town of Argyle Financial Dashboard
 Fiscal Year Overview:
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FY25
 May 31, 2025

67% of the fiscal year



Street Maintenance

Revenue Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Sales Tax	734,800	734,800	79,591	695,629	95%
Interest Revenues	75,000	75,000	12,657	90,449	121%
Total Revenue	809,800	809,800	92,247	786,077	97%

Expenditure Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Contracted Services	50,000	50,000	-	763	2%
Capital Outlay	520,000	520,000	-	-	0%
Total Expenditures	570,000	570,000	-	763	0%

Surplus (Deficit)	239,800	239,800	92,247	785,315
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Fund Balance Summary

General Fund Balance 09-30-2024				
Audit	2,832,951	2,832,951	2,832,951	2,832,951
Surplus or Deficit (from above)	239,800	239,800	92,247	785,315
Estimated General Fund Balance	3,072,751	3,072,751	2,925,198	3,618,266

Town of Argyle Financial Dashboard
 Fiscal Year Overview:
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FY25
 May 31, 2025

67% of the fiscal year



Capital Improvement Fund

Revenue Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Interest Revenues	62,500	62,500	7,461	56,879	91%
Other Revenues	-	-	-	1,128	0%
Transfers In	500,000	500,000	-	500,000	100%
ARPA (CLFRF) Transfer In	-	889,828	-	889,828	100%
Total Revenue	562,500	1,452,328	7,461	1,447,834	100%

Expenditure Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Contracted Services	-	-	-	141	0%
Drainage Improvements	-	889,828	-	-	0%
Total Expenditures	-	889,828	-	141	0%

Surplus (Deficit)	562,500	562,500	7,461	1,447,693
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Fund Balance Summary

CIP Balance 09-30-2024 Audit	1,971,778	1,971,778	1,971,778	1,971,778
Surplus or Deficit (from above)	562,500	562,500	7,461	1,447,693
Estimated CIP Balance	2,534,278	2,534,278	1,979,239	3,419,471

Town of Argyle Financial Dashboard
 Fiscal Year Overview:
 Period Ending:

FY25
 May 31, 2025

67% of the fiscal year



Wastewater Operating Fund

Revenue Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Sewer System Revenues	2,300,000	2,300,000	169,332	1,607,415	70%
WW Installation Fees	50,000	50,000	800	11,420	23%
Construction Permits	-	-	-	3,434	0%
Interest Revenues	142,000	142,000	3,796	35,692	25%
Total Revenue	2,492,000	2,492,000	173,928	1,657,961	67%

Expenditure Summary

	Original Budget	Amended Budget	May 2025 Actuals	YTD Actuals	% of Amended Budget
Personnel	270,505	270,505	9,412	153,649	57%
Supplies	13,500	13,500	442	3,568	26%
Contracted Services	1,508,600	1,508,600	89,124	859,378	57%
Repair & Maintenance	60,000	60,000	1,559	9,029	15%
Transfers Out	30,000	30,000	-	-	0%
Total Expenditures	1,882,605	1,882,605	100,537	1,025,625	54%

Surplus (Deficit)	609,395	609,395	73,391	632,336
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Fund Balance Summary

Unrestricted Fund Balance 09-30-2024

Audit	2,183,097	2,183,097	2,183,097	2,183,097
Surplus or Deficit (from above)	609,395	609,395	73,391	632,336
Estimated WW Unrestricted Fund Balance	2,792,492	2,792,492	2,256,488	2,815,433

Harvest Subdivision Tracker

Audit identified liability	229,664
Paid through May 31, 2025	(71,197)
Net Amount Due	158,466

Town of Argyle Dashboard
 Fiscal Year Overview:
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Cash Balances

Funds	5-31-2025 Cash Balances	5-31-2025 Investment Balances	Total	YTD Interest Earned
General Fund	6,097,592	115,823	6,213,416	163,717
Waterbrook TIRZ	324,831	-	324,831	5,518
Economic Development	23,835	-	23,835	-
Municipal Development District	1,123,293	931,412	2,054,706	62,165
Crime Control & Prevention District	615,193	-	615,193	25,168
Street Maintenance	3,463,146	-	3,463,146	90,449
Building Maintenance	4,831	-	4,831	142
Court Technology	15,293	-	15,293	538
Court Security	78,973	-	78,973	2,132
Parkland	132,831	-	132,831	3,249
Tree Reforestation	69,644	-	69,644	1,897
LEOSE Funds	9,581	-	9,581	203
Police Seizure	18,231	-	18,231	-
Police Donations	64,335	-	64,335	1,698
Hotel Occupancy Tax	1,030	-	1,030	-
Capital Improvements Fund	3,419,471	-	3,419,471	56,879
Roadway Impact Fees	3,091,457	495	3,091,952	88,726
Equipment Replacement	254,075	-	254,075	7,365
Interest & Sinking	823,928	-	823,928	36,896
Wastewater Operating	2,424,015	-	2,424,015	72,378
Wastewater CIP	-	-	-	-
Wastewater Development	1,377,344	74,072	1,451,416	38,806
	23,432,930	1,121,803	24,554,733	657,927



Mayor and Council Agenda Item Memorandum

ITEM TYPE

Discussion Item

MEETING DATE:

July 21, 2025

PRESENTER:

Mike Sims, Town Manager
Bobby Johnston, Director of Public Works

Ashley L. Carter, P.E. Freese and Nichols

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Installation of Town sanitary sewer line to service the Shell Station/Sonic along with the Salisbury building and car wash

Discuss on-going bid process of the plans designed by Freese & Nichols with an estimated cost of \$544,987 (including directional bore across Frenchtown)

BACKGROUND INFORMATION:

The existing sanitary sewer service for the Shell Station/Sonic was not designed for proper discharge of sanitary sewer causing intermittent issues in sewer flow. In addition, the Salisbury Building is currently served by an existing septic system. The proposed design, if approved, will allow proper gravitational fall of the sanitary sewer from the Shell Station/Sonic and allow for future private connection from the Salisbury Building.

To date, approximately \$54,517.51 has been spent on Engineering Fees with a remaining \$18,319.24 for bid and construction phase services remaining. Construction of the sanitary sewer line is a contractual obligation under our recent annexation agreement.

The selected alternative runs the sanitary sewerline north and east from the Sonic Drive Thru at an estimated cost of \$544,987. An alternative route was evaluated running to the

south toward the existing sanitary service at Tucker and US377 at an estimated cost of \$937,291.

Staff anticipates that a low bid will be available for Council consideration at the August meeting. The draft FY26 Budget includes adequate funding in the Wastewater Utility Capital Fund.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure: \$544,987
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by: Town Manager

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

- A. Opinion of Probable Construction Cost
- B. Aerial Map of Work Area

RECOMMENDED MOTION AND/OR ACTION:



Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Shell Station SS Line	DATE	6/27/2025
CLIENT	Town of Argyle	GROUP	1112
% SUBMITTAL	100% Deliverable	PM	Ashley Carter

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
PD	ALC	ARY23565

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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Shell Station Sanitary Sewer - Bore Under Frenchtown Road					
1	8" Sanitary Sewer PVC Pipe By Open Cut	57	LF	\$ 135	\$ 7,695
2	8" Sanitary Sewer Pressure Rated PVC Pipe By Open Cut	699	LF	\$ 265	\$ 185,235
3	8" Sanitary Sewer Pressure Rated PVC Pipe By Bore	55	LF	\$ 175	\$ 9,625
4	16" Steel Casing by Bore	55	LF	\$ 800	\$ 44,000
5	Trench Safety	756	LF	\$ 5	\$ 3,780
6	Tie into Existing 8" Sanitary Sewer Line	1	EA	\$ 2,500	\$ 2,500
7	Furnish and Install Standard 4' Diameter Manhole (up to 6')	3	EA	\$ 17,500	\$ 52,500
8	Additional Depth for 4' Diameter Manhole	13	VF	\$ 1,500	\$ 19,560
9	Furnish and Install Standard 5' Diameter Manhole (up to 6')	1	EA	\$ 22,500	\$ 22,500
10	Additional Depth for 5' Diameter Manhole	9	VF	\$ 1,200	\$ 10,680
12	Remove Existing Grinder Pump & Reconnect Existing Services (Night Work)	1	EA	\$ 8,000	\$ 8,000
13	Concrete Driveway Repair	576	SY	\$ 160	\$ 92,160
14	Hydromulch	323	SY	\$ 5	\$ 1,615
15	Traffic Control	1	LS	\$ 5,000	\$ 5,000
16	SWPPP	1	LS	\$ 7,000	\$ 7,000

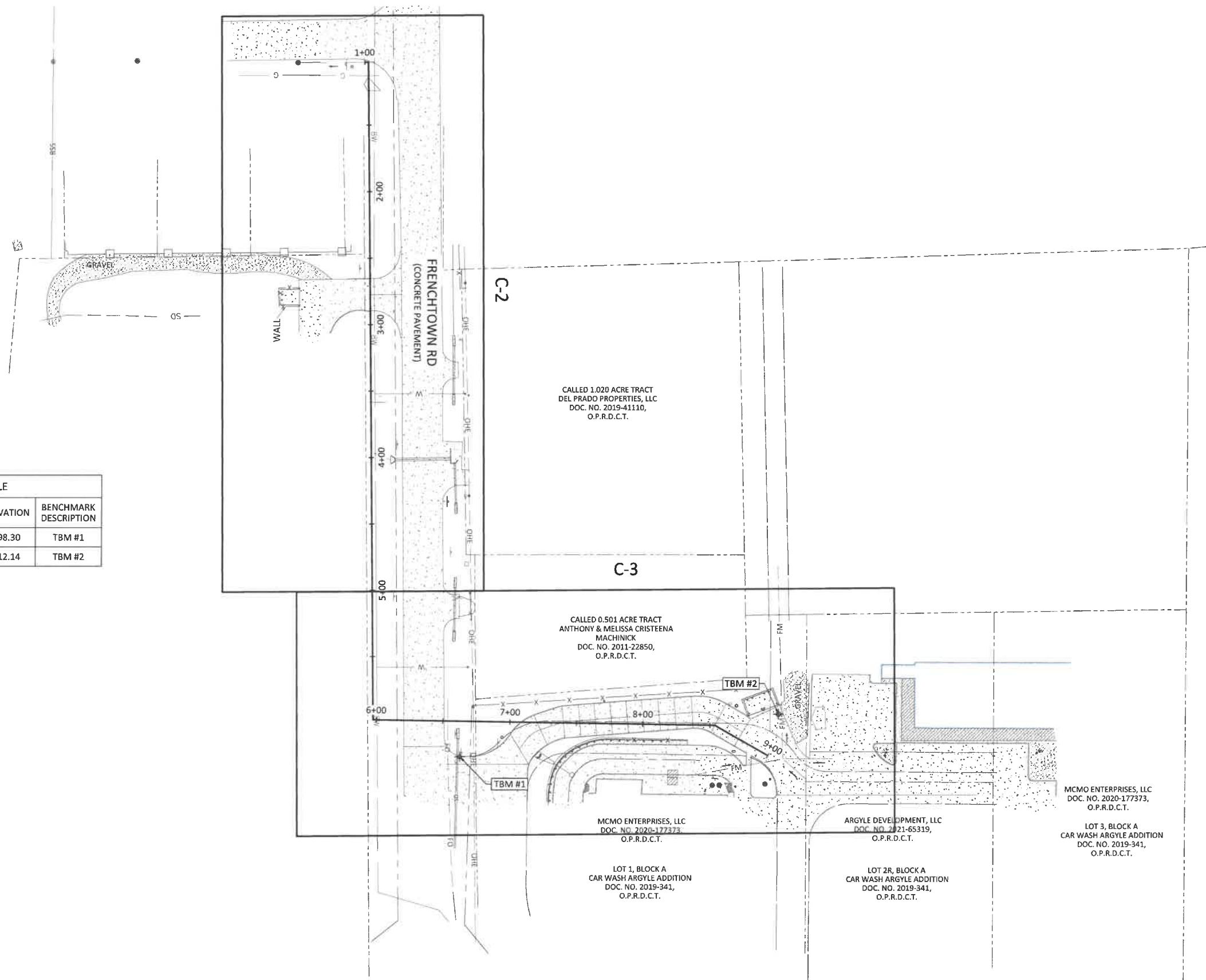
SUBTOTAL	\$	471,850
CONTINGENCY	10%	\$ 47,185
SUBTOTAL	\$	519,035
MOBILIZATION	5%	\$ 25,952

PROJECT TOTAL (2025 COSTS)	\$	544,987
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The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

- 1 FNI OPCC classified as an AACE Class 2 Estimate with accuracy range of -10 to + 15.
- 2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.



BENCHMARK TABLE				
POINT NO.	NORTHING	EASTING	ELEVATION	BENCHMARK DESCRIPTION
1	7083682.45	2369302.03	698.30	TBM #1
2	7083443.95	2369334.04	712.14	TBM #2

CALLED 1.020 ACRE TRACT
DEL PRADO PROPERTIES, LLC
DOC. NO. 2019-41110,
O.P.R.D.C.T.

CALLED 0.501 ACRE TRACT
ANTHONY & MELISSA CRISTEENA
MACHINICK
DOC. NO. 2011-22850,
O.P.R.D.C.T.

MCMO ENTERPRISES, LLC
DOC. NO. 2020-177373,
O.P.R.D.C.T.

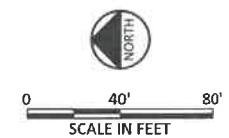
LOT 1, BLOCK A
CAR WASH ARGYLE ADDITION
DOC. NO. 2019-341,
O.P.R.D.C.T.

ARGYLE DEVELOPMENT, LLC
DOC. NO. 2021-65319,
O.P.R.D.C.T.

LOT 2R, BLOCK A
CAR WASH ARGYLE ADDITION
DOC. NO. 2019-341,
O.P.R.D.C.T.

MCMO ENTERPRISES, LLC
DOC. NO. 2020-177373,
O.P.R.D.C.T.

LOT 3, BLOCK A
CAR WASH ARGYLE ADDITION
DOC. NO. 2019-341,
O.P.R.D.C.T.



Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE
PURPOSE OF INTERIM REVIEW UNDER THE
AUTHORITY OF ASHLEY L. CARTER P.E.
IN ACCORDANCE WITH TEXAS REGULATION
TITLE 19, PART 190.605. IT IS NOT TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.

FREES & NICHOLS
101 S. Locust Street, Suite 202
Denton, Texas 76201
Phone - (847) 220-4340
Web - www.freese.com

TOWN OF ARGYLE, TEXAS
SHELL STATION SANITARY SEWER

CIVIL

PROJECT CONTROLS

NO.	ISSUE	BY	DATE	PER FOR NO.	DATE	DESIGNED	LIN	DRAWN	DWS	CHECKED	RO	APPROVED	ALC	FILE NAME
0	VERIFY SCALE													CV-ALL-SS-CRT101.dwg
1	Bar Scale is one inch on original drawing, if not one inch on this sheet, adjust scale.													

C-1

100% SUBMITTAL

SEQ. 5 OF 11

285