

DOUBLE OAK TOWN COUNCIL
PUBLIC NOTICE
320 WAKETON ROAD
January 21, 2020
7:00 P.M.

OUT OF RESPECT FOR ALL THOSE IN ATTENDANCE, PLEASE REFRAIN FROM TALKING TO OTHER MEMBERS OF THE AUDIENCE DURING THE MEETING

- I. Opening:
- Call to Order
 - Roll Call
 - Invocation
 - Pledge of Allegiance – American Flag
 - Pledge of Allegiance – Texas Flag

“Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

II. Citizens comments

- III. Consent Agenda - All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

1. Consideration and action on an invoice from ASC in the amount of \$7,252.38 for the balance on the outdoor weather siren located at DOVFD.

IV. Mayor, Council Members and Staff reports:

2. Mayor and Council
3. Public Works - Code Enforcement – Animal Control
4. Administration
5. Public Safety
6. Road and Drainage Committee

V. New business agenda (consideration and action):

7. Discussion, consideration and action on Solid Waste Collection Agreement between the Town and Republic Services.

Presentation:

Jeri Harwell, Republic Services

8. Discussion, consideration and action on an ordinance ordering a General Election to be held on May 2, 2020 for the purpose of electing three Town Council members and ordering a Special Election to elect one Town Council member to fill a vacancy in office and to serve a one-year term for the remainder of the unexpired term of office.

Presentation: Town Secretary Eileen Kennedy

9. Discussion, consideration and action on approving revised town zoning map.

Presentation: Town Staff
Town Engineer

10. Discussion, consideration and action on website design and hosting.

Presentation: Administration/Court Clerk Brian Shults

11. Discussion, consideration and action on authorizing the purchase of a new police vehicle and associated equipment.

Presentation: Police Chief Derrick Watson

12. Discussion, consideration and action on first quarter 2019-2020 financials

Presentation: Town Secretary Eileen Kennedy
Town Treasurer Billie Garrett

13. Discussion, consideration and action on an Interlocal Cooperative Agreement (ICA) between the Town of Double Oak and the Town of Flower Mound for the Waketon Road Improvement Project.

Presentation: Halff Engineering

14. Discussion, consideration and action on audio and visual improvements for Double Oak Town Hall.

Presentation: Administration/Court Clerk Brian Shults

15. Citizens comments

16. Council – staff announcements and comments:

- Lynn Jones celebrated her 6-year anniversary with Double Oak on January 20
- May 2, 2020 municipal election day

Terms expiring are: Council Members Anita Nelson, Joe Dent, Billie Garrett and Von Beougher

First day to file for a place on the ballot was January 15, 2020
Last day to file is February 14, 2020

17. Adjournment

As authorized by section 551.071 of the Texas Government Code, 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 listed herein.

Posted this the 17th day of January at 4:00 p.m.



Town Secretary

PUBLIC PARTICIPATION

If you wish to address the Council, please sign the “CITIZENS WHO WISH TO SPEAK TO THE TOWN COUNCIL” sheet before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972.539.9464, fax 972.539.9613 or email to ekennedy@double-oak.com for additional information.



AMERICAN SIGNAL CORPORATION

AMERICAN SIGNAL CORPORATION
8600 W. Bradley Rd.
Milwaukee, WI 53224
(414) 358-8000

Invoice

Invoice Number: 0009853-IN

Invoice Date: 12/27/2019

Page: 1

Sold To:

DOUBLE OAK POLICE DEPT.
320 WAKETON ROAD
DOUBLE OAK, TX 75077

Confirm To: SCOTT WHISENHUNT

Ship To:

MNS
1819 PETERS RD SUITE 11
DAVID MEDFORD 214-205-1329
IRVING, TX 75061

Order Number:	0020870	Taxable:	N	Customer PO:	190531-01
Order Date	6/1/2019	Terms	NET 30	Ship Via:	PREPAID & ADD
Account Cd:	15-0001247	Shipper No:	0009853-IN	FOB:	
Salesperson:	0074	Ship Date:	12/27/2019	Job Number:	

Line	Shipped	Back Ordered	Part Number / Description	Price	Unit	Amount
2	1		0 INST RELATED INSTALLATION RELATED	0.00	EA	0.00
3	1		0 042-0651-3 POLE, STEEL, 55' CLASS 2 2 PIECE, HOT DIP GALVANIZ	0.00	EA	0.00
4	1		0 200-0400 INSTALLATION T128 DC SOLAR	8,650.00	EA	8,650.00
5	1		0 /START-UP START-UP & COMMISSIONING AND PROVIDE 1 DAY OF OPERATIONAL AND MAINTENANCE TRAINING TX & RX 154.1450 PL 118.8	1,019.84	EA	1,019.84
7	1		0 /P PROGRESS BILLING CLEARING FOR DEPOSIT ON INSTALL & COMMISSIONING	2,417.46-	EA	2,417.46-

RECEIVED

JAN 13 2020

American Signal thanks you for your order.
Phone: (414) 358-8000
Fax: (414) 358-8008

Net Invoice:	7,252.38
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	7,252.38

MONTHLY REPORT DECEMBER 2019

12/05/19: Patrol from 14:15 until 16:15.
Stray dog complaint @ 160 Creekside Drive. Warning Letter.
Private trap service 240 McMakin Road. Impounded.

12/06/19: Patrol from 15:00 until 17:00.
Animal bite reported at 6005 Kings Road. Report.

12/07/19: Patrol from 11:30 until 13:30. No activity.

12/09/19: Patrol from 11:45 until 13:45. No activity.

12/12/19: Patrol from 14:30 until 16:30.
Dead wildlife initiated 500 blk Kings Road. Removed.
Dead wildlife initiated 300 blk Kings Road. Removed.
Animal Noise complaint @ 121 Cedarcrest Lane. Warning Letter.

12/13/19: Patrol from 15:00 until 17:00. No activity.

12/14/19: Patrol from 12:00 until 14:00. No activity.

12/16/19: Patrol from 10:30 until 12:30.
Dead wildlife initiated 6000 blk Kings Road. Removed.
Dead wildlife initiated 500 blk Waketon Road. Removed.

12/18/19: Patrol from 12:45 until 14:45. No activity.

12/20/19: Patrol from 15:00 until 17:00. No activity.

12/23/19: Patrol from 15:15 until 17:15. No activity.

12/27/19: Patrol from 15:00 until 17:00.
Private trap service 270 Lake Trail Court. Impounded.
Dead wildlife initiated 300 blk Kings Road. Removed.

12/28/19: Patrol from 11:00 until 13:00.
Dead wildlife initiated 6300 blk Kings Road. Removed.

SUMMARY

Total calls received: 11 By Double Oak residents: 5 Initiated by NTACA: 6
Animals impounded: Dogs: 20 Puppies: 0 Cats: 0 Kittens: 0 Other: 2 Deceased: 6
Verbal Warnings issued: 0 Written Warnings issued: 2 Citations: 0



Double Oak – Contract Renewal Proposal

Residential Service Proposed

- Service day for trash and recycle – Friday
- All new Republic Services carts for both trash and recycle
- Once per week trash service – 95-gallon cart with up to 15 bags of yard waste material
- One time per month bulk collection up to 3 cubic yards or 30 bags of yard waste material. (3rd Friday)
- Once per week recycle service – 95-gallon cart – cart content only.

Proposed rates – Includes Franchise Fee

Monthly per resident trash	\$14.13
Monthly per resident recycle	<u>\$ 5.00</u>
Total Rate per month	\$19.13

Additional Service Offerings – Included in rates

- Up to 15 free hauls per year of roll-off containers for community events
- Free Service at Town Facilities
- Up to 20 event boxes per year for community events
- Annual Event to Include:
 - Household Hazardous Waste Collection
 - Electronics Recycling
 - Tire Disposal (up to 4 tires per address)
 - Document Shredding
- Landfill access to residents up to 12 times per year
- New carts delivered to each residential customer for both trash and recycle, blue trash and green recycle Republic Services branded carts

Education Opportunities Proposed

- Initial newsletter delivered with new carts outlining all services with calendar of upcoming holidays or events
- Website that includes service offerings
- Service information booth at any applicable community events
- Quarterly reports to Town Staff
- Annual presentation to Council

Other Offerings



- Commercial and Industrial Service – tailored to individual customers' needs
- Branded Republic Services containers

Contract Highlights

- Contract term 5 years with automatic renewal of 5 years unless 120-day notification of non-renewal by either party
- Annual price increase – Water/Sewer/Trash not to exceed 5% and not less than 3% or Fixed 4%
- Residents do not need to call 24 hours in advance for bulk/brush collection
- Holidays observed Thanksgiving, Christmas and New Year's Day
- Five (5) percent Franchise Fee
- Republic Services to provide billing
- Insurance and Performance Bond same as current agreement

Proposal Highlights

- Residents receive new carts at time of approval
- Increase effective 1/1/20, next increase would be 10/1/21, Town has not had an increase in 2 years
- New contract signed for effective date of 10/1/20, current agreement expires 9/30/20

MUNICIPAL SOLID WASTE AND RECYCLING CONTRACT
Double Oak, Texas

This Solid Waste and Recycling contract (this "Agreement") is entered into as of the day of _____, 2020, between Town of Double Oak, Texas ("Town"), acting by and through its duly authorized Mayor, and Allied Waste Systems, Inc. dba Republic Services of Lewisville ("Contractor"), acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, Town desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the Town, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the Town, subject to the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS:

1.01. Bag or Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed forty (40) pounds.

1.02. Brush: Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length, and specifically excludes debris resulting from services of a Commercial Service Provider.

1.03. Bulky Waste: White Goods, furniture, loose brush greater than four (4) feet in length or six (6) inches in diameter, or 50 lbs. in weight, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

1.04. Bundle or Bundles: Tree, shrub and brush trimmings or unrecycled newspapers and magazines securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. All Brush must be bundled.

1.05. Town: The Town of Double Oak, Texas.

1.06. Commercial Unit: All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the Town.

1.07. Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

1.08. Commercial Waste: All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

1.09. Commercial Service Provider: A commercial business enterprise or commercial service provider.

1.10. Compactor: Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.

1.11. Construction and Demolition Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

1.12. Container: A receptacle with at least 18 - 20 gallons but less than 50 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.

1.13. Contract Administrator: That person, or his designee, designated by the Town to administer and monitor the provisions of this Agreement.

1.14. Contractor: Allied Waste Systems, Inc. dba Republic Services of Lewisville

1.15. Customer: The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the Town, and identified by the Town as being eligible for and in need of the services provided by the Contractor under this Agreement.

1.16. Dead Animals: Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

1.17. Disposal Site: A duly permitted sanitary landfill selected by Contractor.

1.18. Dumpster: Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.

1.19. Garbage: Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

1.20. Hazardous Waste: Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §001, et. seq., as amended or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.21. Industrial Unit: All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the Town.

1.22. Industrial Waste: Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

1.23. Medical Waste: Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

1.24. Polycart: A rubber-wheeled receptacle with a maximum of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs.

1.25. Qualified Disabled or Elderly Person: means a person who, by virtue of age or disability, would suffer a hardship if required to place a polycart at the street for curb-side collections. Applications shall be made to the Town on a form prescribed by the Town. The Town will provide the Contractor with updated lists that identify persons who qualify for front-door collections.

1.26. Recyclable Materials: A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party abandoning or disposing of such material.

- a) "Recyclable Materials" are used and/or discarded materials that are capable of successful processing and sale on the commodity market.
- b) "Acceptable Material" means the materials listed in Section 7.05 below.
- c) "Unacceptable Material" means the materials listed in Section 7.06 below. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processing facility selected by Contractor for processing ("Recycling Services").

1.27. Recycling Cart: A new or used plastic receptacle, designed for curbside collection of Recyclable Materials, with minimum of 90 - 95 gallons.

1.28. Refuse: Same as Rubbish.

1.29. Residential Unit: A residential dwelling within the service area of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.30. Residential Waste: All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

1.31. Roll-off Bin: Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.

1.32. Rubbish: Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

1.33. Solid Waste: Any nonhazardous solid waste generated at Town's locations that is not excluded by the provisions of this Agreement including Garbage, Rubbish, Refuse, and other discarded material, including solid resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.), or
- d) Unacceptable Waste.

1.34. Special Waste: Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste or gaseous material, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

1.35. NOT USED

1.36. Unacceptable Waste: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's

equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

1.37. Unusual Accumulations: As to Residential Units, any Waste placed curbside for collection in excess of the volumes or weights permitted by this Agreement or placed outside a Polycart except as permitted by this Agreement, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.

1.38. Waste: All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

1.39. White Goods: Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires), scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the Town to conduct business for collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, subject to the terms hereof, within the corporate limits of the Town, any tracts, territories and areas hereafter annexed to or acquired by Town. All Residential Unit, Commercial Unit, and Industrial Unit Customers shall utilize Contractor's services pursuant to this Agreement. Notwithstanding the foregoing, Contractor shall not be responsible for collection of Waste within the Lake Haven Mobile Home Park unless notified by the Town.

3. TERM:

The term of this Agreement shall commence October 1, 2020, ("Commencement Date") and continue to remain in full force and effect for a period of five (5) years; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional terms of five (5) years each, unless, not less than 120 days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. RATES:

Contractor is authorized to charge, and shall receive from the Town, the rates set forth on Exhibit A attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. CONTRACTOR SERVICES:

5.01. Residential Collection

(a) Residential/Commercial Hand Collect Collection:

- i. Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart once per week during the term of this Agreement. Each Residential Unit shall be entitled to obtain a second Polycart service, at an additional rate. Each Residential Unit shall be allowed to place up to 15 bags of yard waste material outside the Polycart, when the Polycart is full. The collection date for Residential Unit service shall be Friday of each week. Contractor reserves the right to request a change in residential collection days, based on specific circumstances as may be directed by Contractor to the Town. Contractor will notify the Town at least ninety (90) days in advance of any change in collection day so as to enable Town to provide notice thereof to its residents.
- ii. Contractor shall pick up Residential Waste and Recyclables generated at a Residential Unit occupied by a Qualified Disabled or Elderly person by hand from the front door of the residence.
- iii. Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.
- iv. Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.02 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

(b) Brush/Bulky Waste Collection: Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste and Bundles on Friday on the third Friday of each month. Contractor agrees to collect up to, but not to exceed, three (3) cubic yards of Bulky Waste or 30 bags of yard waste material one time per month from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste or Brush in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. All Brush must be cut and tied and placed in a Bundle. Bulky Waste and Brush Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(c) Recyclable Collection: Contractor shall provide every week collection of Recyclable Materials placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(d) Recycling Containers:

- i. Contractor shall deliver a 95-gallon Republic Services Recycling Container to each Residential Unit after the Agreement is approved by the Town.
- ii. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The Town shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.
- iii. Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, except as set forth above, (ii) any Residential Waste from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.
- iv. The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the Customer therefor. The Customer shall not overload (by weight or volume) a Polycart and shall use the Polycart only for its proper and intended purpose. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost or damaged, Contractor agrees to replace such lost or damaged Cart with a new Cart, at a cost equal to Contractor's actual cost of such Cart.

5.02. Commercial and Industrial Collection: Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement. The foregoing shall include waste generated at temporary construction sites, unless otherwise prohibited by law.

5.03 Municipal Collections: Contractor shall provide to the Town, at no additional cost to the Town waste collection and disposal services utilizing right-sized dumpsters/roll offs/carts to all current and future Town owned and maintained facilities.

5.04. Unusual Accumulations Collection: Contractor shall have no obligation to collect Unusual Accumulations outside the scope of this Agreement for Residential Units. Commercial or Industrial Unit Customers with more than one (1) cubic yard of Solid Waste overflow will be documented and Contractor will contact the Commercial or Industrial Unit Customer to adjust their container size or

frequency of service given the overflow. If the Customer chooses not to voluntarily adjust their container size or frequency of service and continues to overfill their Containers or Roll-Off Bins, Republic Services will have the ability to apply an overflow fee of \$30.00 per cubic yard as set forth in Exhibit A, which is inclusive of the Town's Franchise Fee. This overflow fee will be subject to adjustment per Section 9 of the Agreement and the Town's Franchise Fee.

5.05. Special Waste: Contractor is not required to accept, transport or manage any Special Waste.

5.06. Unacceptable Waste: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Container that contains the Unacceptable Waste. In such situations, Contractor shall contact the Town and the Town shall promptly undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of by the depositor or generator of the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Law and charge the depositor or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to the Town's providing all such reasonable assistance to Contractor, Contractor shall release Town from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the Town.

6. COLLECTION OPERATION:

6.01. Hours of Operation: Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

6.02. Routes of Collection: Collection routes shall be established by the Contractor as reasonably approved by Town. Town shall provide Contractor with maps of the Town containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the Town route maps for approval by the Town, which approval shall not be unreasonably withheld.

6.03. Holidays: The following shall be holidays for purposes of this Agreement:

New Year's Day
Thanksgiving Day
Christmas Day

Contractor shall be responsible for providing make-up collection for residential and commercial routes that occur on these holidays. Make-up days shall be the next business day following the holiday.

6.04. Complaints: Customer complaints shall be directed by the Town to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the Town, and shall provide the Town, on a monthly basis, with copies of all complaints indicating the date, time and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the Town shall take appropriate action to cause such Customer to subsequently properly set out such Waste.

6.05. Collection Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the Town nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall not be older than 10 years and shall be clearly marked with the Contractor's name and unit number. No advertising shall be permitted on vehicles. All vehicles and other equipment shall always be kept in good repair and appearance. Town may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement.

6.06. Disposal. The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.

6.07. Spillage: The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.08. Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals to accomplish Refuse collection service. Contractor shall immediately notify the Town, in writing, of such condition and of his inability to make collection.

6.09. Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1 1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded to scatter Refuse.

6.10. Point of Contact: All dealings and contacts between Contractor and the Town shall be directed between the Municipal Services Manager of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the Town.

7. SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

7.01. Town's Duty. Town shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

7.02. Collection and Processing. Contractor shall collect and process Recyclable Materials from Residential Units. Town's Collection rate assumes that, on average, Town's Recyclable Material consists of no more than 20% Unacceptable Material (the "Unacceptable Material Threshold"). The Collection rate is subject to Rate Adjustments as set forth in Section 9 of the Agreement.

7.03. Right to Inspect/Audit. Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Contractor's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Contractor will notify Town of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of Town's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection rate commensurate with the composition of Unacceptable Material.

7.04. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Material, Contractor may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to Town accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

7.05. Acceptable Material. All material must be empty, clean and dry. Contractor may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass beverage containers - Flint (clear), Amber (brown), Emerald (green)

7.06. Unacceptable Material. Contractor may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of any food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

8. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the Town and the State and shall maintain same in full force and effect.

9. BILLING:

- (a) Contractor shall invoice Residential Units and pay Town the franchise fee of five percent (5%). If the Contractor wishes to suspend or discontinue Services to a Customer for any reason, the Contractor shall send the Town a written notice (email is acceptable as long as its receipt is acknowledged by Town) identifying the Customer's address and the date the Services should be suspended or discontinued. The Town shall indemnify, defend, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the Town.
- (b) Contractor shall invoice Commercial Units and Industrial Units. If the Contractor wishes to suspend or discontinue Services to a Customer for any non-payment, notice will be sent to the Town.
- (c) The Town shall be entitled to receive a five percent (5%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder to Residential Units, Commercial Units and Industrial Units. Contractor shall pay the Town the Franchise Fee based on payments actually received from collection and disposal of Commercial Waste and Industrial Waste, to be paid by Contractor within thirty (30) days after the last day of the month of Contractor's receipt of such payment, and is intended to apply to gross revenues (exclusive of sales tax revenues) received by Contractor arising from its operations in the Town, which includes but is not limited base rates, reinstatement fees and replacement charges.

10. RATES FOR SERVICES; RATE ADJUSTMENTS; ADDITIONAL FEES AND COSTS:

10.01 Rates for Services. The rates for all Services shall be as shown on Exhibits A, subject to the rate adjustments and additional fees and costs as set forth herein.

10.02 Annual Rate Adjustments. Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted until October 1, 2021. Commencing on October 1, 2021, Contractor shall increase the rates for all Services effective on each anniversary of the Commencement Date of this Agreement in an amount equal to four (4) percent.

10.03 Regulatory Rate Adjustments: Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days written notice to the Town, for increases in the Contractor's costs, due to changes in federal, state or local laws, rules or regulations, and increases in taxes, tariffs or surcharges. Documentation of such increases shall be submitted to the Town at its request. Provided, however, that no such adjustment shall be requested prior to January 1, 2021.

11. TOWN'S OBLIGATIONS:

The Town agrees to perform all obligations required of the Town pursuant to the terms of this Agreement, including, but not limited, the following:

- a) The Town shall designate the Contract Administrator, who shall communicate Town decisions to Contractor on a timely basis from time to time as required under this Agreement;
- b) When applicable, the Town shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service and shall require all Residential Unit, Commercial Unit, and Industrial Unit Customers to utilize Contractor's services pursuant to this Agreement;
- c) The Town shall timely inform Contractor of complaints made by Customers;
- d) The Town shall work with Contractor in good faith to resolve complex Customer service issues; and
- e) The Town will cooperate with Contractor to educate Customers to encourage, promote and obtain proper Waste disposal as required by this Agreement, including educating Residential Unit Customers to assure proper and timely set out, and proper recycling techniques to minimize contamination.

12. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of Town to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the Town calls the attention of Contractor to any such violations

on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

13. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

14. ENFORCEMENT:

Town grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the Town in no way reduces its right or obligation to enforce this Agreement or any other Town ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by Town and/or Commercial Unit and Industrial Unit Customers. The Town agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

15. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the Town's consent.

16. LANDFILL CAPATOWN:

Contractor shall have and maintain during the term hereof, adequate disposal for the Town's needs.

17. TERMINATION:

If either party breaches any material provision of this Agreement and such breach is not substantially cured within 30 days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty 90 days written notice of termination to the breaching party. However, if the breach cannot be substantially cured within 30 days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Town shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.

18. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to non-binding mediation. If the parties remain unable to resolve the controversy through mediation, then, subject to Section 27, either party may pursue their claim, dispute, disagreement or controversy in a court with proper venue in the state within which the services are being performed.

19. FORCE MAJEURE:

The performance of this Agreement may be suspended, and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

Except for Town's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Agreement. In the event of increased volume due to a Force Majeure event, Contractor and the Town shall negotiate the additional payment to be made to Contractor. Further, the Town shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials.

20. STORM DEBRIS:

Contractor and Town understand and agree that, in the event of a hurricane, tornado, major storm, or natural disaster, Contractor shall comply with the terms and provisions of the Disaster Management Plan as follows:

The Town and Contractor agree that the Town has the right to contract with any contractor or entity of its choice or as may be required by the Federal Emergency Management Association to provide Disaster or Storm Debris services within the Town after a Disaster or Storm Event. For purposes of the Contract and this Attachment, "Disaster or Storm Event" shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, war, riot, act of terrorism, or other Act of God that results in the generation of higher than normal volumes of Yard Waste, Bulky Waste, or Solid Waste by Residential Units, Commercial Units, or Industrial Units and that requires additional equipment, manpower, or resources beyond that which is included within this Agreement to collect and manage. It is not intended to be inclusive of Yard Waste, Bulky Waste, or Solid Waste not directly caused by an event described in the preceding sentence. "Disaster or Storm Debris" shall mean debris, such as Yard Waste, Bulky Waste, or Solid Waste, generated by Residential Units, Commercial Units, or Industrial Units as a direct result of a Disaster or Storm Event and that require collection and disposal and/or handling.

The Town has requested that Contractor prepare a Disaster Management Plan that sets forth the activities and rates that Contractor would undertake should the Town select Contractor to perform and should Contractor provide such Disaster or Storm Event services:

- a) Contractor would designate a local Contractor employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with the Town in responding to the Event. Contractor would request that this employee be designated as a member of the Town's office of emergency management team to ensure seamless communication in coordinating Contractor's response. Contractor's designated representative would coordinate with both Contractor operations personnel and the Town in responding to the Event.
- b) Once the Town declares it safe, Contractor operational personnel will, with the assistance of Town staff, perform an assessment of the scope and impact of the Event and will begin putting together a plan and/or recommendations to perform clean-up services. Contractor's ability to assimilate the necessary equipment and labor in order to respond to the Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, Special Waste mixed into the debris, and access to the areas needing clean-up. As such, each Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle deployed.
- c) Once Contractor's initial assessment has been completed, Contractor will provide a letter or report to the Town's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that CONTRACTOR believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Event has occurred. Regarding the length of time an Event clean-up may take, Contractor's experience has shown that the duration of a clean-up effort is greatly influenced by the residents' behavior. Contractor has found that after an initial clean-up collection has occurred in a specific area, within days of the initial clean-up, residents bring more debris to the curb, which requires another collection effort.
- d) Contractor can bring in specialized disaster clean-up companies to assist with the effort if requested by the Town. Contractor can act as the contractor for the Town, if requested, and take responsibility for managing these subcontractors and their activities.

Contract Rates for Contractor to Provide Disaster or Storm Debris Event Services:

Collection Truck Rate:

- a. Rear-end loader - \$150/per hour
- b. Grapple truck - \$150/per hour

Disposal Cost: To be negotiated with the disposal facility that will be used to receive the Event debris. The disposal rate will be passed through to the Town.

Container Rates: The container rates will be the same price as listed in the Attachments to the Contract.

The hourly Collection Truck Rate will be adjusted annually by the same percentage that the base rates for Commercial Solid Waste Services. This Plan does not obligate Contractor to provide the Disaster or Storm Debris services set forth herein for Disaster or Storm Events.

21. EVIDENCE OF INSURANCE:

During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A Statutory

Coverage B - Employers Liability \$1,000,000 each Bodily Injury by Accident

\$1,000,000 policy limit Bodily Injury by Disease

\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit \$3,000,000

Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

Pollution Liability Endorsement MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit \$2,500,000 each occurrence

\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Town. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Town's request, Contractor shall furnish Town with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Town, show the Town as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Town (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Town.

22. RISK ALLOCATION:

Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors,

or agents. Upon obtaining knowledge of any matter giving rise to possible indemnification, the indemnified party shall notify the indemnifying party immediately. The indemnifying party shall have the right to defend or contest any such claim or demand in the name of the indemnified party. The indemnified party shall provide such cooperation in connection therewith as the indemnifying party may reasonably request and shall make available to the indemnifying party or its representatives all records and other materials reasonably required in such defense..

23. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

24. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

25. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein and supersedes any existing agreement between the parties with respect to the matters contained herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

26. RECORDS:

Town and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

27. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, notwithstanding the provisions of Chapter 271 of the Texas Local Government Code, the prevailing party shall recover its reasonable attorney fees and court costs, with exclusive venue of any such action to be in Denton County, Texas.

28. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for

same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days notice to the other party in the manner set forth herein.

If to the Town:

Town of Double Oak
320 Waketon Road
Double Oak, Texas 75077
ATTN: Town Secretary

If to the Contractor:

Republic Services of Lewisville
551 Huffines Blvd
Lewisville, TX 75056
ATTN: General Manager

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

29. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

30. APPROPRIATION; SOVEREIGN IMMUNITY:

The Town hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the Town will not use such statute as a defense to payment hereunder. The Town does not and shall not be deemed to waive its defenses and immunities, whether sovereign, governmental, official, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The parties acknowledge and agree that this agreement is not a contract for goods or services provided to the Town, and is not a "contract subject to this subchapter" as defined in subchapter I, Texas Local Government Code. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

31. HOUSEHOLD HAZARDOUS WASTE:

The Contractor will host a spring or fall Town-wide clean-up event which will include collection of the following waste materials:

- Household Hazardous Waste
- E-waste

- Document shredding
- Metal recycling
- Bulk items
- Brush

ACCEPTABLE WASTES

Pesticides
 Insect Sprays
 Herbicides
 Rust Removers
 Swimming Pool Chemicals
 Wood Preservatives
 Used Oil Filters
 Batteries:
 Vehicle
 Household
 Fluorescent Tubes
 Chlorine Bleach
 Drain Openers
 Corrosive Chemicals
 (noncommercial)
 Lye
 Muriatic Acid
 Hobby Chemicals
 Lubricants
 Used Motor Oil
 Used Transmission Fluid

 Paint Products
 Oil
 Latex
 Spray
 Stripper
 Paint Thinners
 Automotive Chemicals
 Waxes
 Polishes
 Cleaners
 Carburetor Cleaner
 Brake Fluid
 Gasoline
 Antifreeze

UNACCEPTABLE WASTES

Biological Waste
 Radioactive Materials
 Detectors
 Ammunition
 Explosives
 Commercial Chemicals
 Large containers over 5 gallons
 Materials improperly packaged for
 transportation
 Fire Extinguishers
 Gas Cylinders
 Commercial Chemicals
 Unlabeled material
 Unknown materials
 Tires
 Appliances
 Liquid Mercury
 Driveway Sealer limited to 5 gallon
 All Medicines
 Food Waste/Cooking Oil

Sharps

32. OTHER SERVICES:

- (a) Contractor shall provide to the Town, at no additional cost to the Town:
 - i. Fifteen (15) Roll Off Bins for Town sponsored events and activities. The Town shall provide Contractor at least one week's prior notification of its desire to obtain a Roll-Off Bin;
 - ii. Event boxes for Town events.
- (b) Residents of the Town shall be entitled to free disposal at Contractor's Camelot landfill located at 580 Huffines Blvd, Lewisville, TX 75056 up to twelve (12) visits annually. The user of the service must present a valid driver's license and current trash bill dated within the preceding sixty (60) days with the same address. The residential user may not use the free dumping privilege for disposal of non-residential or commercial waste. Contractor shall have the right to refuse any loads under the free dumping privilege which violate any rules established by Contractor.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

Town of Double Oak

**Allied Waste Systems, Inc. dba Republic Services of
Lewisville**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUNICIPAL SOLID WASTE AND RECYCLING CONTRACT
Double Oak, Texas

This Solid Waste and Recycling contract (this "Agreement") is entered into as of the day of _____, 2020, between Town of Double Oak, Texas ("Town"), acting by and through its duly authorized Mayor, and Allied Waste Systems, Inc. dba Republic Services of Lewisville ("Contractor"), acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, Town desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the Town, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future streets, alleys, bridges and public properties of the Town, subject to the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS:

1.01. Bag or Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed forty (40) pounds.

1.02. Brush: Any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. The term "Brush" specifically excludes limbs which are greater than four (4) feet in length, and specifically excludes debris resulting from services of a Commercial Service Provider.

1.03. Bulky Waste: White Goods, furniture, loose brush greater than four (4) feet in length or six (6) inches in diameter, or 50 lbs. in weight, auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

1.04. Bundle or Bundles: Tree, shrub and brush trimmings or unrecycled newspapers and magazines securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. All Brush must be bundled.

1.05. Town: The Town of Double Oak, Texas.

1.06. Commercial Unit: All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the Town.

1.07. Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

- 1.08. Commercial Waste: All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.09. Commercial Service Provider: A commercial business enterprise or commercial service provider.
- 1.10. Compactor: Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.11. Construction and Demolition Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.12. Container: A receptacle with at least 18 - 20 gallons but less than 50 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.
- 1.13. Contract Administrator: That person, or his designee, designated by the Town to administer and monitor the provisions of this Agreement.
- 1.14. Contractor: Allied Waste Systems, Inc. dba Republic Services of Lewisville
- 1.15. Customer: The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the Town, and identified by the Town as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.16. Dead Animals: Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.17. Disposal Site: A duly permitted sanitary landfill selected by Contractor.
- 1.18. Dumpster: Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.19. Garbage: Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.20. Hazardous Waste: Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §001, et. seq., as amended or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 1.21. Industrial Unit: All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the Town.
- 1.22. Industrial Waste: Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

1.23. Medical Waste: Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

1.24. Polycart: A rubber-wheeled receptacle with a maximum of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs.

1.25. Qualified Disabled or Elderly Person: means a person who, by virtue of age or disability, would suffer a hardship if required to place a polycart at the street for curb-side collections. Applications shall be made to the Town on a form prescribed by the Town. The Town will provide the Contractor with updated lists that identify persons who qualify for front-door collections.

1.26. Recyclable Materials: A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party abandoning or disposing of such material.

- a) "Recyclable Materials" are used and/or discarded materials that are capable of successful processing and sale on the commodity market.
- b) "Acceptable Material" means the materials listed in Section 7.05 below.
- c) "Unacceptable Material" means the materials listed in Section 7.06 below. All Recyclable Materials collected for delivery and sale by Contractor shall be hauled to a processing facility selected by Contractor for processing ("Recycling Services").

1.27. Recycling Cart: A new or used plastic receptacle, designed for curbside collection of Recyclable Materials, with minimum of 90 - 95 gallons.

1.28. Refuse: Same as Rubbish.

1.29. Residential Unit: A residential dwelling within the service area of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.30. Residential Waste: All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

1.31. Roll-off Bin: Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20 cubic yard, 30 yards or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.

1.32. Rubbish: Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

1.33. Solid Waste: Any nonhazardous solid waste generated at Town's locations that is not excluded by the provisions of this Agreement including Garbage, Rubbish, Refuse, and other discarded material, including solid resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.), or
- d) Unacceptable Waste.

1.34. Special Waste: Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste or gaseous material, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

1.35. NOT USED

1.36. Unacceptable Waste: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's

equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

1.37. Unusual Accumulations: As to Residential Units, any Waste placed curbside for collection in excess of the volumes or weights permitted by this Agreement or placed outside a Polycart except as permitted by this Agreement, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.

1.38. Waste: All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

1.39. White Goods: Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires), scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the corporate limits of the Town to conduct business for collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, subject to the terms hereof, within the corporate limits of the Town, any tracts, territories and areas hereafter annexed to or acquired by Town. All Residential Unit, Commercial Unit, and Industrial Unit Customers shall utilize Contractor's services pursuant to this Agreement.

~~Notwithstanding the foregoing, Contractor shall not be responsible for collection of Waste within the Lake Haven Mobile Home Park unless notified by the Town.~~

3. TERM:

The term of this Agreement shall commence October 1, 2020, ("Commencement Date") and continue to remain in full force and effect for a period of five (5) years; provided, however, the term of this Agreement shall automatically extend without further action of the parties for additional terms of five (5) years each, unless, not less than 120 days before the termination of the then current term, one party advises the other in writing of its desire to terminate this Agreement at the conclusion of the then current term of the Agreement.

4. RATES:

Contractor is authorized to charge, and shall receive from the Town, the rates set forth on Exhibit A attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. CONTRACTOR SERVICES:

5.01. Residential Collection

(a) Residential/Commercial Hand Collect Collection:

- i. Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart once per week during the term of this Agreement. Each Residential Unit shall be entitled to obtain a second Polycart service, at an additional rate. Each Residential Unit shall be allowed to place up to 15 bags of yard waste material outside the Polycart, when the Polycart is full. The collection date for Residential Unit service shall be Friday of each week. Contractor reserves the right to request a change in residential collection days, based on specific circumstances as may be directed by Contractor to the Town. Contractor will notify the Town at least ninety (90) days in advance of any change in collection day so as to enable Town to provide notice thereof to its residents.
- ii. Contractor shall pick up Residential Waste and Recyclables generated at a Residential Unit occupied by a Qualified Disabled or Elderly person by hand from the front door of the residence.
- iii. Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.
- iv. Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.02 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

(b) Brush/Bulky Waste Collection: Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste and Bundles on Friday on the third Friday of each month, or on such other regular days as may be mutually agreed by the parties. Contractor agrees to collect up to, but not to exceed, three (3) cubic yards of Bulky Waste or 30 bags of yard waste material one time per month from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste or Brush in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. All Brush must be cut and tied and placed in a Bundle. Bulky Waste and Brush Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(c) Recyclable Collection: Contractor shall provide every week collection of Recyclable Materials placed in Recyclable Containers from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Container. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste.

(d) Recycling Containers:

- i. Contractor shall deliver a 95-gallon Republic Services Recycling Container to each Residential Unit after the Agreement is approved by the Town.
- ii. Polycarts and Recycling Containers (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The Town shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.
- iii. Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, except as set forth above, (ii) any Residential Waste from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.
- iv. The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. Any Cart removed from a Residential Unit shall be deemed lost, and Contractor shall be entitled to compensation by the Customer therefor. The Customer shall not overload (by weight or volume) a Polycart and shall use the Polycart only for its proper and intended purpose. Additional Carts are available for residential Customers at an additional charge to be paid by the Customer. In the event a Cart should be lost or damaged, Contractor agrees to replace such lost or damaged Cart with a new Cart, at a cost equal to Contractor's actual cost of such Cart. Contractor shall replace, at Contractor's cost, Carts that are rendered unusable through normal wear and tear.

5.02. Commercial and Industrial Collection: Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement. The foregoing shall include waste generated at temporary construction sites, unless otherwise prohibited by law.

5.03 Municipal Collections: Contractor shall provide to the Town, at no additional cost to the Town waste collection and disposal services utilizing right-sized dumpsters/roll offs/carts to all current and future Town owned and maintained facilities.

5.04. Unusual Accumulations Collection: Contractor shall have no obligation to collect Unusual Accumulations outside the scope of this Agreement for Residential Units. Commercial or Industrial Unit

Customers with more than one (1) cubic yard of Solid Waste overflow will be documented and Contractor will contact the Commercial or Industrial Unit Customer to adjust their container size or frequency of service given the overflow. If the Customer chooses not to voluntarily adjust their container size or frequency of service and continues to overfill their Containers or Roll-Off Bins, Republic Services will have the ability to apply an overflow fee of \$30.00 per cubic yard as set forth in Exhibit A, ~~which is inclusive of the Town's Franchise Fee~~. This overflow fee will be subject to adjustment per Section 9 of the Agreement and the Town's Franchise Fee.

5.05. Special Waste: Contractor is not required to accept, transport or manage any Special Waste.

5.06. Unacceptable Waste: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Waste Container that contains the Unacceptable Waste. In such situations, Contractor shall contact the Town and the Town shall promptly undertake appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of by the depositor or generator of the Unacceptable Waste. In the event Unacceptable Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a facility authorized to accept such Unacceptable Waste in accordance with Applicable Law and charge the depositor or generator of such Unacceptable Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Town shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Unacceptable Waste and to collect the costs incurred by Contractor in connection with such Unacceptable Waste. Subject to the Town's providing all such reasonable assistance to Contractor, Contractor shall release Town from any liability for any such costs incurred by Contractor in connection with such Unacceptable Waste, except to the extent that such Unacceptable Waste is determined to be attributed to the Town.

6. COLLECTION OPERATION:

6.01. Hours of Operation: Collection of Residential Waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor.

6.02. Routes of Collection: Collection routes shall be established by the Contractor as reasonably approved by Town. Town shall provide Contractor with maps of the Town containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the Town route maps for approval by the Town, which approval shall not be unreasonably withheld.

6.03. Holidays: The following shall be holidays for purposes of this Agreement:

New Year's Day
Thanksgiving Day
Christmas Day

Contractor shall be responsible for providing make-up collection for residential and commercial routes that occur on these holidays. Make-up days shall be the next business day following the holiday.

6.04. Complaints: Customer complaints shall be directed by the Town to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the Town, and shall provide the Town, on a monthly basis, with copies of all complaints indicating the date, time and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the Town shall take appropriate action to cause such Customer to subsequently properly set out such Waste. Satisfactory resolution of complaints is a material term of this contract.

6.05. Collection Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the Town nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall not be older than 10 years and shall be clearly marked with the Contractor's name and unit number. No advertising shall be permitted on vehicles. All vehicles and other equipment shall always be kept in good repair and appearance. Town may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement.

6.06. Disposal. The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.

6.07. Spillage: The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.08. Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals to accomplish Refuse collection service. Contractor shall immediately notify the Town, in writing, of such condition and of his inability to make collection.

6.09. Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half ($1\frac{1}{2}$) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded to scatter Refuse.

6.10. Point of Contact: All dealings and contacts between Contractor and the Town shall be directed between the Municipal Services Manager of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the Town.

7. SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

7.01. Town's Duty. Town shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

7.02. Collection and Processing. Contractor shall collect and process Recyclable Materials from Residential Units. Town's Collection rate assumes that, on average, Town's Recyclable Material consists of no more than 20% Unacceptable Material (the "Unacceptable Material Threshold"). The Collection rate is subject to Rate Adjustments as set forth in Section 9 of the Agreement.

7.03. Right to Inspect/Audit. Contractor may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Contractor's visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Contractor will notify Town of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of Town's Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection rate commensurate with the composition of Unacceptable Material.

7.04. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Material, Contractor may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to Town accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

7.05. Acceptable Material. All material must be empty, clean and dry. Contractor may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass beverage containers - Flint (clear), Amber (brown), Emerald (green)

7.06. Unacceptable Material. Contractor may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of any food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

8. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the Town and the State and shall maintain same in full force and effect.

9. BILLING:

- (a) Contractor shall invoice Residential Units and pay Town the franchise fee of five percent (5%). If the Contractor wishes to suspend or discontinue Services to a Customer for any reason, the Contractor shall send the Town a written notice (email is acceptable as long as its receipt is acknowledged by Town) identifying the Customer's address and the date the Services should be suspended or discontinued. The Town shall indemnify, defend, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the Town.
- (b) Contractor shall invoice Commercial Units and Industrial Units. If the Contractor wishes to suspend or discontinue Services to a Customer for any non-payment, notice will be sent to the Town.
- (c) The Town shall be entitled to receive a five percent (5%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder to Residential Units, Commercial Units and Industrial Units. Contractor shall pay the Town the Franchise Fee based on payments actually received from collection and disposal of Commercial Waste and Industrial Waste, to be paid by Contractor within thirty (30) days after the last day of the month of Contractor's receipt of such payment, and is intended to apply to gross revenues (exclusive of sales tax revenues) received

by Contractor arising from its operations in the Town, which includes but is not limited base rates, reinstatement fees and replacement charges.

10. RATES FOR SERVICES; RATE ADJUSTMENTS; ADDITIONAL FEES AND COSTS:

10.01 Rates for Services. The rates for all Services shall be as shown on Exhibits A, subject to the rate adjustments and additional fees and costs as set forth herein.

10.02 Annual Rate Adjustments. Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted until October 1, 2021. Commencing on October 1, 2021, Contractor shall increase the rates for all Services effective on each anniversary of the Commencement Date of this Agreement in an amount equal to four (4) percent.

10.03 Regulatory Rate Adjustments: Contractor shall also be entitled to an increase in Base Rates from time to time during the term of this Agreement, and upon thirty (30) days written notice to the Town, for increases in the Contractor's costs, due to changes in federal, state or local laws, rules or regulations, and increases in taxes, tariffs or surcharges. Documentation of such increases shall be submitted to the Town at its request. Provided, however, that no such adjustment shall be requested prior to January 1, 2021.

11. TOWN'S OBLIGATIONS:

The Town agrees to perform all obligations required of the Town pursuant to the terms of this Agreement, including, but not limited, the following:

- a) The Town shall designate the Contract Administrator, who shall communicate Town decisions to Contractor on a timely basis from time to time as required under this Agreement;
- b) When applicable, the Town shall notify Contractor of Customers to be added or dropped from Contractor services, or of any change in Customer service and shall require all Residential Unit, Commercial Unit, and Industrial Unit Customers to utilize Contractor's services pursuant to this Agreement;
- c) The Town shall timely inform Contractor of complaints made by Customers;
- d) The Town shall work with Contractor in good faith to resolve complex Customer service issues; and
- e) The Town will cooperate with Contractor to educate Customers to encourage, promote and obtain proper Waste disposal as required by this Agreement, including educating Residential Unit Customers to assure proper and timely set out, and proper recycling techniques to minimize contamination.

12. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of Town to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the Town calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

13. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

14. ENFORCEMENT:

Town grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the Town in no way reduces its right or obligation to enforce this Agreement or any other Town ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by Town and/or Commercial Unit and Industrial Unit Customers. The Town agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

15. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the Town's consent.

16. LANDFILL CAPATOWN:

Contractor shall have and maintain during the term hereof, adequate disposal for the Town's needs.

17. TERMINATION:

If either party breaches any material provision of this Agreement and such breach is not substantially cured within 30 days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty 90 days written notice of termination to the breaching party. However, if the breach cannot be substantially cured within 30 days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Town shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.

18. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to non-binding mediation. If the parties remain unable to resolve the controversy through mediation, then, subject to Section 27, either party may pursue their claim, dispute, disagreement or controversy in a court with proper ~~jurisdiction venue~~ in the Denton County, Texas ~~state within which the services are being performed.~~

19. FORCE MAJEURE:

The performance of this Agreement may be suspended, and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

Except for Town's obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Agreement. In the event of increased volume due to a Force Majeure event, Contractor and the Town shall negotiate the additional payment to be made to Contractor. Further, the Town shall grant Contractor variances in routes and schedules as deemed necessary by Contractor to accommodate collection of the increased volume of Waste Materials.

20. STORM DEBRIS:

Contractor and Town understand and agree that, in the event of a hurricane, tornado, major storm, or natural disaster, Contractor shall comply with the terms and provisions of the Disaster Management Plan as follows:

The Town and Contractor agree that the Town has the right to contract with any contractor or entity of its choice or as may be required by the Federal Emergency Management Association to provide Disaster or Storm Debris services within the Town after a Disaster or Storm Event. For purposes of the Contract and this Attachment, "Disaster or Storm Event" shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, war, riot, act of terrorism, or other Act of God that results in the generation of higher than normal volumes of Yard Waste, Bulky Waste, or Solid Waste by Residential Units, Commercial Units, or Industrial Units and that requires additional equipment, manpower, or resources beyond that which is included within this Agreement to collect and manage. It is not intended to be

inclusive of Yard Waste, Bulky Waste, or Solid Waste not directly caused by an event described in the preceding sentence. "Disaster or Storm Debris" shall mean debris, such as Yard Waste, Bulky Waste, or Solid Waste, generated by Residential Units, Commercial Units, or Industrial Units as a direct result of a Disaster or Storm Event and that require collection and disposal and/or handling.

The Town has requested that Contractor prepare a Disaster Management Plan that sets forth the activities and rates that Contractor would undertake should the Town select Contractor to perform and should Contractor provide such Disaster or Storm Event services:

- a) Contractor would designate a local Contractor employee as its Disaster or Storm Event ("Event") representative to act as the lead contact and liaison with the Town in responding to the Event. Contractor would request that this employee be designated as a member of the Town's office of emergency management team to ensure seamless communication in coordinating Contractor's response. Contractor's designated representative would coordinate with both Contractor operations personnel and the Town in responding to the Event.
- b) Once the Town declares it safe, Contractor operational personnel will, with the assistance of Town staff, perform an assessment of the scope and impact of the Event and will begin putting together a plan and/or recommendations to perform clean-up services. Contractor's ability to assimilate the necessary equipment and labor in order to respond to the Event will be driven, in large part, by the size of the Event, the extent of the damage caused by the Event, weather factors, citizen reaction, and the accessibility of streets. The type, size, and number of vehicle(s) needed to perform the clean-up services will be influenced by the amount of debris generated, the size of the debris, Special Waste mixed into the debris, and access to the areas needing clean-up. As such, each Event may require the use of a different type of collection vehicle to perform removal services and the costs will vary based on the type of vehicle deployed.
- c) Once Contractor's initial assessment has been completed, Contractor will provide a letter or report to the Town's designated representatives regarding the scope of the Disaster or Storm Debris clean-up that CONTRACTOR believes is necessary. Typically, the full scope and extent of such a clean-up cannot be reasonably determined until at least seventy-two (72) hours after the Event has occurred. Regarding the length of time an Event clean-up may take, Contractor's experience has shown that the duration of a clean-up effort is greatly influenced by the residents' behavior. Contractor has found that after an initial clean-up collection has occurred in a specific area, within days of the initial clean-up, residents bring more debris to the curb, which requires another collection effort.
- d) Contractor can bring in specialized disaster clean-up companies to assist with the effort if requested by the Town. Contractor can act as the contractor for the Town, if requested, and take responsibility for managing these subcontractors and their activities.

Contract Rates for Contractor to Provide Disaster or Storm Debris Event Services:

Collection Truck Rate:

- a. Rear-end loader - \$150/per hour

b. Grapple truck - \$150/per hour

Disposal Cost: To be negotiated with the disposal facility that will be used to receive the Event debris. The disposal rate will be passed through to the Town.

Container Rates: The container rates will be the same price as listed in the Attachments to the Contract.

The hourly Collection Truck Rate will be adjusted annually by the same percentage that the base rates for Commercial Solid Waste Services. This Plan does not obligate Contractor to provide the Disaster or Storm Debris services set forth herein for Disaster or Storm Events.

21. EVIDENCE OF INSURANCE:

During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A Statutory

Coverage B - Employers Liability \$1,000,000 each Bodily Injury by Accident

\$1,000,000 policy limit Bodily Injury by Disease

\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit \$3,000,000

Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

Pollution Liability Endorsement MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit \$2,500,000 each occurrence

\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Town. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Town's request, Contractor shall furnish Town with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Town, show the Town as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Town (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Town.

22. RISK ALLOCATION:

Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents. Upon obtaining knowledge of any matter giving rise to possible indemnification, the indemnified party shall notify the indemnifying party immediately. The indemnifying party shall have the right to defend or contest any such claim or demand in the name of the indemnified party. The indemnified party shall provide such cooperation in connection therewith as the indemnifying party may reasonably request and shall make available to the indemnifying party or its representatives all records and other materials reasonably required in such defense..

23. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

24. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

25. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein and supersedes any existing agreement between the parties with respect to the matters contained herein. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly executed by all parties hereto.

26. RECORDS:

Town and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party.

27. ATTORNEY'S FEES AND VENUE:

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, notwithstanding the provisions of Chapter 271 of the Texas Local Government Code, the prevailing party shall recover its reasonable attorney fees and court costs, with exclusive venue of any such action to be in the state courts of proper jurisdiction in Denton County, Texas.

28. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days notice to the other party in the manner set forth herein.

If to the Town:

Town of Double Oak
320 Waketon Road
Double Oak, Texas 75077
ATTN: Town Secretary

If to the Contractor:

Republic Services of Lewisville
551 Huffines Blvd
Lewisville, TX 75056
ATTN: General Manager

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

29. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

30. APPROPRIATION; SOVEREIGN IMMUNITY:

The Town hereby agrees and acknowledges that the non-appropriation provisions set forth in the Texas Constitution and Local Government Code are not applicable to this Agreement due to the nature of the services rendered by Contractor hereunder, and the Town will not use such statute as a defense to payment hereunder. The Town does not and shall not be deemed to waive its defenses and immunities, whether sovereign, governmental, official, legislative, qualified or otherwise, all such defenses and immunities being expressly retained. The parties acknowledge and agree that this agreement is not a contract for goods or services provided to the Town, and is not a "contract subject to this subchapter" as defined in subchapter I, Texas Local Government Code. Nothing in this Agreement is intended, and nothing herein shall in any way be deemed, to confer or create any rights in any person not a party to this Agreement.

31. HOUSEHOLD HAZARDOUS WASTE:

The Contractor will host a spring or fall Town-wide clean-up event which will include collection of the following waste materials:

- Household Hazardous Waste
- E-waste
- Document shredding
- Metal recycling
- Bulk items
- Brush

ACCEPTABLE WASTES

Pesticides
Insect Sprays
Herbicides
Rust Removers
Swimming Pool Chemicals
Wood Preservatives
Used Oil Filters
Batteries:
Vehicle
Household
Fluorescent Tubes
Chlorine Bleach
Drain Openers
Corrosive Chemicals
(noncommercial)
Lye
Muriatic Acid
Hobby Chemicals
Lubricants
 Used Motor Oil
 Used Transmission Fluid

Paint Products

Oil
Latex
Spray
Stripper

Paint Thinners

Automotive Chemicals
Waxes
Polishes
Cleaners

UNACCEPTABLE WASTES

Biological Waste
Radioactive Materials
Detectors
Ammunition
Explosives
Commercial Chemicals
Large containers over 5 gallons
Materials improperly packaged for
transportation
Fire Extinguishers
Gas Cylinders
Commercial Chemicals
Unlabeled material
Unknown materials
Tires
Appliances
Liquid Mercury
Driveway Sealer limited to 5 gallon
All Medicines
Food Waste/Cooking Oil

Carburetor Cleaner
Brake Fluid
Gasoline
Antifreeze
Sharps

32. OTHER SERVICES:

- (a) Contractor shall provide to the Town, at no additional cost to the Town:
- i. Fifteen (15) Roll Off Bins for Town sponsored events and activities. The Town shall provide Contractor at least one week's prior notification of its desire to obtain a Roll-Off Bin;
 - ii. Event boxes for Town events.
- (b) Residents of the Town shall be entitled to free disposal at Contractor's Camelot landfill located at 580 Huffines Blvd, Lewisville, TX 75056 up to twelve (12) visits annually. The user of the service must present a valid driver's license and current trash bill dated within the preceding sixty (60) days with the same address. The residential user may not use the free dumping privilege for disposal of non-residential or commercial waste. Contractor shall have the right to refuse any loads under the free dumping privilege which violate any rules established by Contractor.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

Town of Double Oak

**Allied Waste Systems, Inc. dba Republic Services of
Lewisville**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

8

ORDINANCE NO. 20-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 2, 2020 FOR THE PURPOSE OF ELECTING THREE CITY COUNCIL MEMBERS, AND ORDERING A SPECIAL ELECTION TO ELECT ONE COUNCIL MEMBER TO FILL A VACANCY IN OFFICE TO SERVE FOR THE REMAINDER OF THE UNEXPIRED TERM OF OFFICE; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICES; PROVIDING FOR EARLY VOTING; PROVIDING FOR THE APPOINTMENT OF ELECTIONS ADMINISTRATORS AND JUDGES; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Double Oak, Texas, herein determines that it shall call a general election to elect three council members at large for two-year terms each; and

WHEREAS, the Town Council of the Town of Double Oak, Texas, herein determines that it shall call a special election to elect one council member at large to fill a vacancy in office, to serve for the remainder of the unexpired term; and

WHEREAS, the Town Council hereby calls for a general election to be held on May 2, 2020, in accordance with State law. Now, Therefore,

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS:

SECTION 1. That a general election is hereby ordered to be held in the Town of Double Oak, Texas on the 2nd day of May 2020, the same being the first Saturday of said month, for the purpose of electing three Council Members, all of whom shall be elected at large, each to serve for two-year terms. The candidates receiving the highest number of votes cast shall be elected for two-year terms.

SECTION 2. That a special election be and is hereby ordered to be held in conjunction with the General Election for the purpose of electing one Council Member at large, to fill a vacancy in office and to serve a one-year term for the remainder of the unexpired term office. The candidate receiving the highest number of votes cast shall be elected for the one-year term.

SECTION 3. The polling place for said election shall be determined by the County Elections Administrator. The polls shall be open from 7:00 a.m. to 7:00 p.m. None but legally qualified voters of the Town shall be entitled to vote at said election.

SECTION 4. Notice of said election shall be published once in the official newspaper of the Town not earlier than the 30th day before Election Day, and not later than the 10th day before Election Day. Such notice shall also be posted on the bulletin board used to publish notice of the Town Council meeting not later than the 19th day before Election Day.

SECTION 5. A copy of the published notice that contains the name of the newspaper and the date of the publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting and deliver a copy of each notice posted to the Mayor of the Town of Double Oak after the last posting is made.

SECTION 6. The elections shall be conducted in accordance with an interlocal agreement between the Town and the Denton County Elections Administrator. The County Elections Administrator shall appoint an Election Judge and an Alternate Presiding Election Judge shall be appointed, to serve at the polling place during the election. The Alternate Presiding Judge shall serve as Presiding Judge if the regularly appointed Presiding Judge cannot serve and where the election is conducted by the regularly appointed Judge, the Presiding Judge shall appoint the Alternate Presiding Judge as one of the clerks.

SECTION 7. That an early voting ballot board is hereby created. The Presiding Election Judge shall also serve as the Presiding Judge of the early voting ballot board. The other members of the early voting ballot board shall be appointed by the Presiding Judge in the same manner as the Presiding Election Judge appoints election clerks. All judges and clerks appointed by the Presiding Election Judge shall be qualified voters in the Town. The County Elections Administrator shall be the Early Voting Clerk for said election. Early voting polling locations for the above designated election shall be determined by the County Elections Administrator, and said place of early voting shall remain open on each day of early voting which is not a Saturday, Sunday or legal State holiday, beginning on or before the 12th day before the Election and continuing through the 4th day preceding the date of said election.

SECTION 8. After holding the election, the Presiding Election Judge shall promptly deliver the original of the election returns in person to the Mayor or if the Mayor is unavailable, to the Town Secretary. The Town Secretary shall present the returns to the Town Council for the

canvassing of said election. The canvass of said election returns shall be conducted by the Town Council not earlier than the 3rd day nor later than the 11 day after the election.

SECTION 9. Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

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

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on the
21st day of January 2020.

APPROVED:

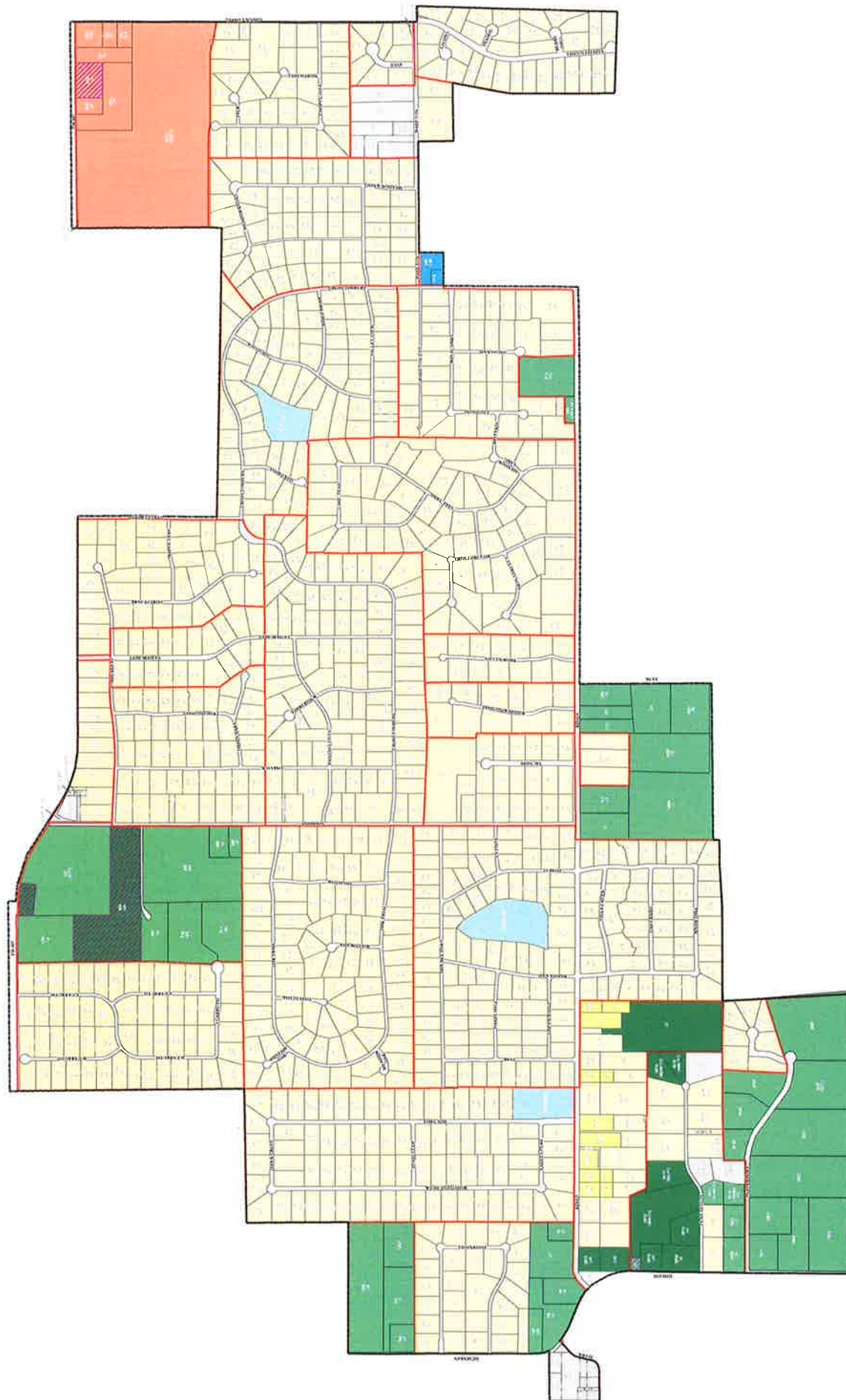
MAYOR

ATTEST:

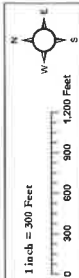
TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY



*** Draft ***



- City Limit
- Subdivision
- Address
- Lot Number
- "RE" - Ranch Estates
- "SF" - Single Family
- "B" - Business District
- "SUP" - Specific Use Permit
- Unknown
- "AG-1" - Agriculture 1
- "AG-2" - Agriculture 2
- Civic
- Lake

TOWN OF DOUBLE OAK

Zoning
January 2020

Disclaimer
These drawings are for informational purposes only.
The accuracy can not be guaranteed as they are produced for engineering purposes only.
Registered Professional Land Surveyors for the State of Texas
Registered Professional Land Surveyors for the State of Texas would have to be performed



HALFF
Professional Surveyors
1000 West 10th Street
Fort Worth, Texas 76107
Phone: (817) 525-1100
Fax: (817) 525-1106

Profit & Loss Budget vs. Actual

October through December 2019

12

	Oct - Dec 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400000 · Tax Revenue				
401101 · Current Property Taxes-M & O	663,997.14	1,154,156.52	-490,159.38	57.53%
401201 · Penalty & Interest	266.73	2,500.00	-2,233.27	10.67%
401301 · Prior Year Property Taxes	1,525.18	2,000.00	-474.82	76.26%
401315 · Sales Taxes	109,467.08	355,000.00	-245,532.92	30.84%
401601 · Franchise-Cross Timbers Water	14,352.84	15,000.00	-647.16	95.69%
401701 · Franchise-Cable TV	11,396.44	49,000.00	-37,603.56	23.26%
401801 · Franchise-Electric	0.00	93,000.00	-93,000.00	0.0%
401805 · Franchise-Garbage	3,223.20	12,000.00	-8,776.80	26.86%
401811 · Franchise-Gas	0.00	12,000.00	-12,000.00	0.0%
401901 · Franchise-Telephone	5,242.87	5,000.00	242.87	104.86%
Total 400000 · Tax Revenue	809,471.48	1,699,656.52	-890,185.04	47.63%
420000 · Fines and Forfeitures				
420101 · Court Fines	35,090.73	110,000.00	-74,909.27	31.9%
420112 · Court Fees	3,559.79	10,000.00	-6,440.21	35.6%
Total 420000 · Fines and Forfeitures	38,650.52	120,000.00	-81,349.48	32.21%
430000 · Licenses and Permits				
430101 · Fences	85.00	1,275.00	-1,190.00	6.67%
430102 · Commercial Buildings	3,672.00	0.00	3,672.00	100.0%
430103 · Oil and Gas Drilling	0.00	0.00	0.00	0.0%
430201 · New Homes	3,370.50	4,000.00	-629.50	84.26%
430202 · Erosion Control	0.00	825.00	-825.00	0.0%
430301 · Misc Construction	2,782.72	12,000.00	-9,217.28	23.19%
430401 · Roofs	255.00	850.00	-595.00	30.0%
430501 · Septic Systems	2,000.00	3,500.00	-1,500.00	57.14%
430601 · Sprinkler Systems	255.00	600.00	-345.00	42.5%
430701 · Swimming Pools	0.00	1,625.00	-1,625.00	0.0%
430801 · Water Wells	0.00	0.00	0.00	0.0%
430901 · Plats and Subdivision Fees	1,125.00	0.00	1,125.00	100.0%
Total 430000 · Licenses and Permits	13,545.22	24,675.00	-11,129.78	54.9%
440000 · Other Revenue				
440101 · Administration Fees	875.83	1,500.00	-624.17	58.39%
440102 · Animal Control Fees	10.00	50.00	-40.00	20.0%
440103 · Building Contributions	0.00	0.00	0.00	0.0%
440150 · FEMA Revenue	0.00	0.00	0.00	0.0%
440160 · Capital Lease Proceeds	0.00	0.00	0.00	0.0%
440201 · Interest Income	1,681.54	5,100.00	-3,418.46	32.97%
440203 · Police Dept. Contracts	0.00	0.00	0.00	0.0%
440205 · Police Dept. Contributions	0.00	0.00	0.00	0.0%
440206 · Police Training Grants	0.00	0.00	0.00	0.0%
440210 · Police State Training Funds	0.00	0.00	0.00	0.0%
440700 · Insurance Proceeds	0.00	0.00	0.00	0.0%
Total 440000 · Other Revenue	2,567.37	6,650.00	-4,082.63	38.61%

Town of Double Oak
Profit & Loss Budget vs. Actual
October through December 2019

	Oct - Dec 19	Budget	\$ Over Budget	% of Budget
440300 · Charges for Services				
440301 · Lien Release	0.00	0.00	0.00	0.0%
440401 · Lot Mowing Fees	0.00	0.00	0.00	0.0%
440501 · Misc. Income	59.16	500.00	-440.84	11.83%
440601 · Sewage Service	5,356.79	24,000.00	-18,643.21	22.32%
440701 · Town Hall Rental Fees	0.00	0.00	0.00	0.0%
Total 440300 · Charges for Services	5,415.95	24,500.00	-19,084.05	22.11%
440400 · Park Funds				
440401A · Gazebo Funds	0.00	0.00	0.00	0.0%
Total 440400 · Park Funds	0.00	0.00	0.00	0.0%
440500 · Carry Over from previous year	0.00	0.00	0.00	0.0%
Total Income	869,650.54	1,875,481.52	-1,005,830.98	46.37%
Gross Profit	869,650.54	1,875,481.52	-1,005,830.98	46.37%
Expense				
510000 · Town Administration				
521000 · Town Salary Adjustments	0.00	0.00	0.00	0.0%
521012 · Attorney Fees	3,758.15	30,000.00	-26,241.85	12.53%
521033 · Custodial Services	1,284.99	5,500.00	-4,215.01	23.36%
521041 · Denton Central Appraisal Dist	1,722.36	6,700.00	-4,977.64	25.71%
521050 · Election Expense	0.00	3,500.00	-3,500.00	0.0%
521051 · Electricity	990.58	5,500.00	-4,509.42	18.01%
521060 · Financial Auditors	0.00	9,500.00	-9,500.00	0.0%
521070 · Natural Gas	231.93	1,000.00	-768.07	23.19%
521073 · Printer Copier	1,360.93	5,000.00	-3,639.07	27.22%
521133 · Ordinance Codification	795.00	3,000.00	-2,205.00	26.5%
521160 · Postage	280.92	2,000.00	-1,719.08	14.05%
521200 · Tax Billing Expense	1,193.00	1,300.00	-107.00	91.77%
521201 · Communications	1,765.46	10,500.00	-8,734.54	16.81%
521220 · Water	351.61	2,500.00	-2,148.39	14.06%
521230 · Archive System	94.00	5,000.00	-4,906.00	1.88%
530050 · Ambulance Service	29,075.00	29,075.00	0.00	100.0%
Total 510000 · Town Administration	42,903.93	120,075.00	-77,171.07	35.73%
520000 · Administrative				
521010 · Advertising	34.60	1,200.00	-1,165.40	2.88%
521020 · Bank Charges	0.00	100.00	-100.00	0.0%
521030 · Cleaning Supplies	0.00	0.00	0.00	0.0%
521031 · Computer Supplies/Software	2,877.44	13,000.00	-10,122.56	22.13%
521032 · Council Contingency	19,724.75	40,920.52	-21,195.77	48.2%
521034 · Technology Fund	0.00	4,000.00	-4,000.00	0.0%
521074 · Meetings	0.00	300.00	-300.00	0.0%
521075 · Goodwill	62.00	800.00	-738.00	7.75%
521076 · Incentive Pay	0.00	1,500.00	-1,500.00	0.0%
521090 · General Liability Insurance	773.96	2,164.00	-1,390.04	35.77%
521091 · Health/Dental/Life Insurance	3,675.96	15,650.00	-11,974.04	23.49%

Town of Double Oak
Profit & Loss Budget vs. Actual
October through December 2019

	Oct - Dec 19	Budget	\$ Over Budget	% of Budget
521130 · Membership & Dues	275.00	1,500.00	-1,225.00	18.33%
521131 · Car Maintenance-Fuel-Travel	0.00	0.00	0.00	0.0%
521150 · Office Supplies	901.42	6,000.00	-5,098.58	15.02%
521151 · Other Professional Services	1,847.53	10,000.00	-8,152.47	18.48%
521153 · Other Supplies	434.05	1,000.00	-565.95	43.41%
521161 · Publications & Subscriptions	56.50	300.00	-243.50	18.83%
521162 · Printing and Copying	0.00	500.00	-500.00	0.0%
521170 · Payroll Taxes - FICA	2,580.94	11,000.00	-8,419.06	23.46%
521172 · TWC Unemployment Insurance	25.91	2,000.00	-1,974.09	1.3%
521190 · Town Secretary Salary	16,597.80	72,100.00	-55,502.20	23.02%
521191 · Longevity Pay-Administration	1,180.00	1,180.00	0.00	100.0%
521192 · Worker's Compensation Ins.	176.46	1,644.00	-1,467.54	10.73%
521194 · Asst Town Secretary Salary	14,541.42	63,860.00	-49,318.58	22.77%
521195 · Overtime	713.78	5,000.00	-4,286.22	14.28%
521196 · TMRS-Retirement	1,655.89	12,500.00	-10,844.11	13.25%
521202 · Training Seminars	135.14	7,000.00	-6,864.86	1.93%
Total 520000 · Administrative	68,270.55	275,218.52	-206,947.97	24.81%
530000 · Public Works				
521021 · Building Repair/Remodeling	-171.19	10,000.00	-10,171.19	-1.71%
521025 · Building Expenditures	2,336.00	2,000.00	336.00	116.8%
521120 · Lien Filing Expense	0.00	100.00	-100.00	0.0%
530025 · Mosquito Control Program	0.00	150.00	-150.00	0.0%
530100 · Animal Control Officer	6,820.00	17,050.00	-10,230.00	40.0%
530101 · Public Works Director Salary	0.00	0.00	0.00	0.0%
530102 · Public Works Director TMRS	0.00	0.00	0.00	0.0%
530103 · Public Works Director FICA	0.00	0.00	0.00	0.0%
530104 · Public Works Director (H/D/L)	0.00	0.00	0.00	0.0%
530105 · PW Director (TWC/Unempl Ins)	0.00	0.00	0.00	0.0%
530106 · Building Official Overtime	0.00	0.00	0.00	0.0%
530110 · Building Inspectors	9,000.00	36,000.00	-27,000.00	25.0%
530111 · Building Inspectors Phone	0.00	0.00	0.00	0.0%
530115 · Code Enforcement	0.00	0.00	0.00	0.0%
530116 · Code Enforcement Liab Ins-TML	165.85	700.00	-534.15	23.69%
530125 · Council Discretionary Fund	0.00	0.00	0.00	0.0%
530150 · Grounds Maintenance	1,456.50	8,000.00	-6,543.50	18.21%
530151 · Grounds Equipment	0.00	0.00	0.00	0.0%
530175 · Equipment Repair/Maintenance	0.00	0.00	0.00	0.0%
530180 · Minor Equipment	0.00	0.00	0.00	0.0%
530200 · Lot Mowing/Tree Trim Service	0.00	11,000.00	-11,000.00	0.0%
530201 · Public Works Training	0.00	1,000.00	-1,000.00	0.0%
530202 · Longevity Pay- Public Works	0.00	0.00	0.00	0.0%
530203 · Vehicle Payment	0.00	0.00	0.00	0.0%
530204 · Vehicle Maintenance	0.00	500.00	-500.00	0.0%
530205 · Vehicle Fuel	300.00	250.00	50.00	120.0%
530206 · Uniforms	0.00	0.00	0.00	0.0%

Town of Double Oak
Profit & Loss Budget vs. Actual
October through December 2019

	Oct - Dec 19	Budget	\$ Over Budget	% of Budget
530210 · Membership Dues/Licensing	0.00	0.00	0.00	0.0%
530230 · Other Professional Services	194.34	2,000.00	-1,805.66	9.72%
530231 · Other Supplies	0.00	1,000.00	-1,000.00	0.0%
530235 · Printing	0.00	100.00	-100.00	0.0%
530240 · Postage	0.00	0.00	0.00	0.0%
530245 · Computer Support	530.08	3,000.00	-2,469.92	17.67%
530260 · Septic Inspections	0.00	5,000.00	-5,000.00	0.0%
530270 · Sewage Services	6,648.80	24,000.00	-17,351.20	27.7%
530271 · Vehicle Reimbursement	0.00	0.00	0.00	0.0%
530272 · Incentive Pay	0.00	0.00	0.00	0.0%
530273 · Worker's Compensation Ins	88.23	0.00	88.23	100.0%
530277 · General Liability Insurance	0.00	0.00	0.00	0.0%
530280 · Hazardous Waste Disposal	0.00	0.00	0.00	0.0%
531020 · Credit Card Convenience Fee	0.00	0.00	0.00	0.0%
531201 · Communications-Cell phone	0.00	0.00	0.00	0.0%
Total 530000 · Public Works	27,368.61	121,850.00	-94,481.39	22.46%
540000 · Streets and Drainage				
540019 · Engineering General	3,307.53	35,000.00	-31,692.47	9.45%
540060 · Crack Seal & Potholes	0.00	35,000.00	-35,000.00	0.0%
540110 · Current Year Road Repairs	9,175.00	140,000.00	-130,825.00	6.55%
540111 · Prior Year Road Repairs	0.00	0.00	0.00	0.0%
540155 · MS4 Stormwater	0.00	5,000.00	-5,000.00	0.0%
540177 · Public Works Projects Costs	0.00	0.00	0.00	0.0%
540200 · Sign Repair and Replacement	279.90	3,000.00	-2,720.10	9.33%
Total 540000 · Streets and Drainage	12,762.43	218,000.00	-205,237.57	5.85%
550000 · Police Department				
550120 · Capital Equipment (Auto)	0.00	58,000.00	-58,000.00	0.0%
550135 · Computer Equip/Supplies/SW Main	7,068.74	26,509.00	-19,440.26	26.67%
550140 · Equipment Repair & Maintenance	59.82	1,200.00	-1,140.18	4.99%
550145 · Health/Dental/Life Insurance	23,032.07	124,630.00	-101,597.93	18.48%
550219 · Membership Dues	40.00	900.00	-860.00	4.44%
550220 · Minor Equipment	587.08	1,600.00	-1,012.92	36.69%
550240 · Office Supplies	103.99	500.00	-396.01	20.8%
550248 · Publications	359.13	300.00	59.13	119.71%
550249 · External Contracts	393.50	6,000.00	-5,606.50	6.56%
550250 · Postage	0.00	0.00	0.00	0.0%
550251 · Printing	111.25	300.00	-188.75	37.08%
550252 · Police Chief Salary	20,138.40	87,410.00	-67,271.60	23.04%
550253 · Police Lt. Salary	17,870.60	77,690.00	-59,819.40	23.0%
550254 · Police Officers' Salary	82,892.93	335,338.00	-252,445.07	24.72%
550255 · Administrative Assistant PD	0.00	0.00	0.00	0.0%
550257 · Police Department Overtime	0.00	5,000.00	-5,000.00	0.0%
550261 · Criminal Investigations	0.00	1,000.00	-1,000.00	0.0%
550262 · General Liability Insurance	2,708.84	9,225.00	-6,516.16	29.36%
550263 · TWC Unemployment Ins	0.00	0.00	0.00	0.0%

Town of Double Oak
Profit & Loss Budget vs. Actual
October through December 2019

	Oct - Dec 19	Budget	\$ Over Budget	% of Budget
550264 · Incentive Pay	2,246.85	8,700.00	-6,453.15	25.83%
550271 · Salaries Benefits - FICA	9,409.68	39,573.00	-30,163.32	23.78%
550275 · Salaries Benefits - TMRS	5,127.82	51,176.00	-46,048.18	10.02%
550276 · Human Resources	120.00	1,500.00	-1,380.00	8.0%
550277 · Longevity Pay	3,095.00	3,100.00	-5.00	99.84%
550278 · Worker's Compensation Ins	3,529.20	22,823.00	-19,293.80	15.46%
550280 · Communications	6,080.39	14,000.00	-7,919.61	43.43%
550281 · Training	1,781.00	6,000.00	-4,219.00	29.68%
550286 · Training Ammo	983.50	2,500.00	-1,516.50	39.34%
550290 · Uniforms	6,973.06	5,000.00	1,973.06	139.46%
550291 · Patrol Equipment	3,447.02	4,800.00	-1,352.98	71.81%
550292 · Community Programs	0.00	900.00	-900.00	0.0%
550293 · Traffic Management	0.00	300.00	-300.00	0.0%
550294 · Evidence Room Supplies	0.00	500.00	-500.00	0.0%
550295 · Goodwill	0.00	900.00	-900.00	0.0%
550300 · Vehicle Fuel	2,110.54	17,200.00	-15,089.46	12.27%
550400 · Vehicle Repair & Maintenance	5,848.37	13,500.00	-7,651.63	43.32%
Total 550000 · Police Department	206,118.78	928,074.00	-721,955.22	22.21%
560000 · Municipal Court				
560010 · Judges Services	800.00	8,500.00	-7,700.00	9.41%
560015 · Jury Services	0.00	240.00	-240.00	0.0%
560018 · Jail Services	0.00	0.00	0.00	0.0%
560020 · Prosecuting Attorney	1,048.97	10,000.00	-8,951.03	10.49%
560025 · Other Professional Services	0.00	400.00	-400.00	0.0%
560026 · Court Clerk - Salary	13,086.57	54,600.00	-41,513.43	23.97%
560027 · Court Clerk- FICA	1,089.83	4,800.00	-3,710.17	22.71%
560028 · Court Clerk - TMRS	677.70	5,600.00	-4,922.30	12.1%
560029 · Court Clerk Ins (H/D/L)	1,840.94	8,000.00	-6,159.06	23.01%
560030 · Court Clerk - Longevity	725.00	725.00	0.00	100.0%
560031 · Overtime	871.61	5,000.00	-4,128.39	17.43%
560035 · Court Supplies, Equip & S/W Main	859.47	3,000.00	-2,140.53	28.65%
560055 · Membership Dues	0.00	120.00	-120.00	0.0%
560076 · Incentive Pay	346.14	600.00	-253.86	57.69%
Total 560000 · Municipal Court	21,346.23	101,585.00	-80,238.77	21.01%
570000 · Double Oak Vol. Fire Department				
570020 · DOVFD Operations Contribution	0.00	100,000.00	-100,000.00	0.0%
570021 · General Liability Insurance	1,879.61	5,435.00	-3,555.39	34.58%
570022 · Worker's Compensation Ins	617.60	5,244.00	-4,626.40	11.78%
Total 570000 · Double Oak Vol. Fire Department	2,497.21	110,679.00	-108,181.79	2.26%
Total Expense	381,267.74	1,875,481.52	-1,494,213.78	20.33%
Net Ordinary Income	488,382.80	0.00	488,382.80	100.0%
Net Income	488,382.80	0.00	488,382.80	100.0%

Town of Double Oak
Balance Sheet
As of December 31, 2019

	Dec 31, 19
ASSETS	
Current Assets	
Checking/Savings	
102302 · Independent Bank Money Market	715,520.36
102303 · Independent Bank Checking	617,177.77
102304 · Police Leose Training Fund	1,273.12
102306 · John B. Wright Memorial Fund	351.20
102307 · DO Police Dept Chapter 59	8.55
102400 · Petty Cash	499.21
102450 · DATCU	2,840.44
106101 · Certificate of Deposit	441,504.68
Total Checking/Savings	1,779,175.33
Accounts Receivable	
106100 · Accounts Receivable	30,264.58
Total Accounts Receivable	30,264.58
Other Current Assets	
102500 · Returned Checks Receivable	-282.00
104100 · Bartonville Water Certificate	2,000.00
106150 · Interest Receivable	477.62
106400 · Employee Receivables	3,719.83
106700 · Property Taxes Receivable	8,896.25
106800 · Sales Tax Receivable	37,303.36
106900 · Prepaid Costs	10,829.87
Total Other Current Assets	62,944.93
Total Current Assets	1,872,384.84
TOTAL ASSETS	1,872,384.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202000 · Accounts Payable	3,237.11
Total Accounts Payable	3,237.11
Other Current Liabilities	
106300 · Allowance for Uncoll Taxes	8,896.25
200000 · Payroll Liabilities	
201500 · TMRS Payable	3,398.25
202507 · Dependant Health Care Cover...	-132.23
202508 · AFLAC Deduction	26.52
202509 · Child Support Withholding Or...	40.00
202513 · Vision Insurance	198.10
202516 · Dependent Life Insurance	67.50
200000 · Payroll Liabilities - Other	175.06
Total 200000 · Payroll Liabilities	3,773.20

Town of Double Oak
Balance Sheet
As of December 31, 2019

	Dec 31, 19
200504 · Town Hall Reservation Deposits	700.00
201250 · Cr Card Fees/Collection Charges	383.36
202250 · Town Hall Renovations	100.00
202501 · Court Fees & Fines Due State	32,531.69
202502 · Technology Fees	7,609.47
202503 · Court Security Fees	12,074.26
202504 · Police LEOSE Training Account	661.12
202506 · Child Safety Fund	2,317.12
202511 · Omnibase Fees Due	133.81
202512 · Court Collections	-647.50
203002 · Park Fund Account	0.23
2050000 · Accured Payroll	14,620.96
205555 · Police Grants	347.25
206250 · Sewer System Maintenance	7,278.45
206500 · Police-Chapter 59	8.55
208000 · Golf Tournament	44.85
2110 · Direct Deposit Liabilities	-20,406.03
Total Other Current Liabilities	70,427.04
Total Current Liabilities	73,664.15
Total Liabilities	73,664.15
Equity	
3000 · Fund Balances	680,732.31
3100 · Town Contingency	100,000.00
3200 · Road Contingency	150,000.00
3600 · Street and Drainage Fund	200,000.00
3900 · Retained Earnings	180,636.67
et Income	487,351.71
Total Equity	1,798,720.69
TOTAL LIABILITIES & EQUITY	1,872,384.84

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Interlocal Cooperation Agreement for Waketon Road Project

This Interlocal Cooperation Agreement for the Waketon Road Project ("Agreement") is made and entered as of the Effective Date by and between the Town of Flower Mound ("Flower Mound"), a Texas home rule municipality, and the Town of Double Oak ("Double Oak"), a Texas Type A General Law municipality. The two towns are sometimes referred to in this Agreement together as the "Parties."

Recitals:

WHEREAS, Waketon Road, a public road commonly referred to by the Parties as "Waketon Road" is located within the incorporated limits of both Flower Mound and Double Oak; and

WHEREAS, the Parties desire to reconstruct Waketon Road and Chin Chapel Road Roundabout which will include the design, right-of-way acquisition, utility relocations, and construction associated with the reconstruction of Waketon Road and Chinn Chapel Road Roundabout as a two-lane concrete roadway from Cross Timbers Drive to 675 feet east of Wildwood Drive hereinafter referred to as "the Project;" and

WHEREAS, the Parties have determined that it will be more economical and efficient to share in the cost of the Project, and desire to enter into this Agreement to set forth the rights, obligations, duties and costs associated with the Project including, but not limited to, the amount of funds to be paid by the Parties for the design and construction of the Project; and

WHEREAS, the Parties have determined that Flower Mound is best suited to manage construction of the Project; and

WHEREAS, Double Oak agrees to pay its proportionate share of the Project Costs through a funding commitment from Denton County by virtue of an Interlocal Cooperation Agreement between Denton County and Double Oak; and

WHEREAS, Halff Associates, Inc., has been engaged by the Parties to design the Project on behalf of both Parties; and

WHEREAS, the Parties desire by this Agreement to set forth and outline the processes for the design and construction of, and payment for the Project Costs; and

WHEREAS, the Texas Interlocal Cooperation Act (Chapter 791, Texas Govt. Code, as amended), authorizes Texas municipalities and other local governments to contract with one another to perform governmental functions and services, including all or part of a function or service in recreation, public health and welfare, and streets, roads, and drainage, engineering, and other governmental functions in which such local governments are mutually interested; and

WHEREAS, the functions and services of the Parties set forth in this Agreement are governmental functions and services which each Party is authorized to perform and provide, and the terms, conditions and provisions of this Agreement are in support of and further the public health, safety welfare, and convenience of the citizens of each of the Parties and are in the public interest; and

WHEREAS, all funds expended by the Parties shall be from revenues currently available with Double Oak funding through Denton County.

NOW, THEREFORE, for and in consideration of the above and foregoing recitals, the mutual benefits and obligations set forth herein, and other good and valuable consideration, the Parties agree as follows:

Section 1. The Project in General. The Parties agree that Flower Mound shall be the Party of primary responsibility for the bidding, oversight, and management of the Project, including the administration of the Construction Documents and be the primary contact with the general contractor for the Project. Double Oak shall participate in its proportionate share of the cost of the Project, and have certain approval authority as set forth in this Agreement.

Section 2. Engineering Design. Prior to the Effective Date of this Agreement, the Parties contracted with Halff Associates, Inc., a professional engineering firm who employs professional engineers registered in the State of Texas ("Engineer") to perform and provide the design and engineering work and other services relating to the Project, including the creation of the plans and specifications for the construction and/or installation of the Project ("the Project Plans"). The Engineer presented the Project Plans to the Parties for review and approval, and the Parties have reviewed and approved the Project Plans. Each Party dealt with the Engineer separately regarding the designs for the Project Plans for their town's portion of the Project, so neither Party's approval is needed for the other Party's designs.

Section 3. Construction Documents.

A. *Cooperation and Agreement on Documents.* The Parties shall work together to mutually agree on the Construction Documents which will include, without limitation, the construction agreement with the general contractor who is the successful bidder ("Contractor"); the bidding documents; the Project Plans; the contractor's insurance policies; and the performance, payment and maintenance bonds.

B. *Insurance Policy.* All insurance policies held by the Contractor shall name Flower Mound and Double Oak as an additional insured. Flower Mound shall require of the Contractor policies of workers compensation, automobile liability and adequate commercial general liability coverage.

C. *Indemnification.* Indemnity obligations of the Contractor that are made in favor of Flower Mound (and its officials, officers, employees, and agents) shall also be made in favor of Double Oak (and their respective officials, officers, employees, and agents).

D. *Bonds.* The performance bond, payment bond and maintenance bond provided by the Contractor in accordance with law and the Construction Documents, shall name both Parties as a beneficiary (e.g., as owner) on such bonds. Maintenance bonds shall be for a period of two (2) years following issuance of final payment.

Section 4. Bidding. Flower Mound shall have the sole responsibility to competitively bid the Project according to Chapter 252 of the Texas Local Government Code or Chapter 2269 of the Texas Government Code as it deems appropriate.

Section 5. Administration of the Project. The Construction Documents and Project shall at all times require and provide, among other things, that:

A. *Permits.* The Contractor shall obtain from each of the Parties all permits required by the respective Party to construct the Project and comply with all applicable ordinances, codes, rules and regulations of the Parties in which the Project is being performed.

B. *Flower Mound Oversight.* Flower Mound shall be the Party of primary responsibility for the oversight and management of the Project and the administration of the Construction Documents. To the extent that the Construction Documents impose obligations on the Parties, Flower Mound shall be deemed authorized to act on behalf of itself as well as Double Oak, except as otherwise provided in this Agreement.

C. *Double Oak Approval.* Double Oak shall have the right and authority to participate in or make decisions regarding that portion of the Project to be performed within the territorial limits of the Town of Double Oak but shall have no such authority to the extent that the Project scope is within the territorial limits of the Town of Flower Mound.

D. *Additional Costs.* Any additional or extra work or costs shall be the responsibility of Flower Mound or Double Oak where such additional work or costs is attributable to that portion of the Project within that Party's territorial limits; provided, however, that Double Oak's total costs, inclusive of its 61% proportionate share of Project Costs plus its share of any Additional Costs, do not exceed the total sum of \$2,966,904.87. If the additional costs cannot be attributed to work associated with that Party's territorial limits, such costs shall be apportioned pro rata by agreement between Flower Mound and Double Oak. Change orders and requests for extra work for work performed within the limits of Double Oak shall not be approved without the written approval of Double Oak. Cost reductions, discounts, savings or cutbacks shall similarly be allocated.

E. *Change Orders.* Both Parties are required to sign any change order to the Project before the change order may be effective except as otherwise provided in this Agreement. Flower Mound shall have no authority to sign change orders to the Project relating to the Construction Documents without Double Oak joining in the execution of such change order. Without Double Oak's approval, Flower Mound shall be solely liable for the payment of any additional costs relating to the construction and/or installation of the Project if Flower Mound either (i) fails to enter a change order with the Contractor related to the costs or plans and/or specifications relating to the Project which requested by Double Oak which would reduce the Project Costs, or (ii) signs a change order with the Contractor relating to the Project which

Double Oak has not approved. Provided however, Flower Mound shall not be required to obtain Double Oak's permission for change orders solely related to Flower Mound's portion of the Project if the change order does not affect Double Oak's required contribution. Furthermore, Flower Mound shall not enter any agreement to amend any provision of the Construction Documents without the prior written consent of Double Oak.

F. *Representation.* Each Party will designate in writing to the other Party a representative to represent the respective Party in connection with and regarding this Agreement. As of the Effective Date, for Flower Mound, that person is the _____, or his/her designee, and for Double Oak that person is the mayor, or his/her designee. These designations may be changed at any time by the respective Party by providing notice to the other Party.

G. *Internal Approval Process.* When this Agreement provides for a Party to perform some act or task, such as review, consideration, and approval of plans, each Party will act in accordance with their normal processes unless a Party requests one or both of the others to provide expedited consideration or action, and in that instance the Party to whom the request is made will use reasonable efforts to provide expedited consideration or action. Unless expressly stated to the contrary in this Agreement, if approval by one Party of some item or matter is required hereunder or is requested by another Party, the Party to whom the request is made will not unreasonably withhold, delay, or condition its response to such request.

H. *Project Completion.* Upon completion of the Project, the Parties will be given such plans, drawings, materials, and other documents applicable to the portion of the Project located within each Party's respective incorporated limits.

Section 6. Payment Allocation.

A. *Project Costs.* The total Project Cost has been preliminarily estimated to be Four Million, Seven Hundred Sixty-Five Thousand, Six Hundred Forty Dollars (\$4,765,640.00). Flower Mound is responsible for thirty-nine percent (39%) of the Project. Double Oak is responsible for sixty-one percent (61%). Flower Mound's proportionate share is calculated to be One Million, Eight Hundred Fifty-One Thousand, Eighty Dollars (\$1,851,080.00). Double Oak's proportionate share is calculated to be Two Million, Nine Hundred Fourteen Thousand, Five Hundred Sixty Dollars (\$2,914,560.00).

B. *Double Oak's Payments.*

(1) Double Oak shall be primarily liable for and pay its proportionate share of the Project Costs according to this Section.

(2) Double Oak's proportionate share of all Project Costs may not exceed the total sum of \$2,966,904.87. Double Oak shall not be required to pay any portion of the Project Costs unless and until Double Oak receives a copy of the progress payment request from the Contractor in accordance with the Construction Documents.

(3) Double Oak shall not be required to make a payment of an installment of the Project Costs related to any progress payment request if the progress payment request from

the Contractor shows no work performed or completed with respect to construction and/or installation of the Project.

(4) If a progress payment request shows work completed with respect to construction and/or installation of the Project, Double Oak shall be obligated to pay only for the portion of construction and/or installation of the Project shown as being completed and which has been determined by the Engineer and Double Oak to have been constructed and/or installed in accordance with the Project Plans, such payment to be less any applicable retainage as provided in the Construction Documents.

(5) Double Oak shall not be required to pay the final payment, including any retainage, of the Project Cost until construction and/or installation of the Project is complete and accepted by Double Oak, which acceptance shall not be unreasonably withheld or denied;

(6) Funds for payment of the Project Costs shall be paid by Double Oak to Flower Mound not later than fifteen (15) business days after receipt by Double Oak of payment from Denton County. Flower Mound shall submit monthly applications for payment to Double Oak within three (3) business days after its receipt of an application for payment from the Contractor, certified by the engineer. Double Oak shall submit all applications for progress payments to Denton County within three (3) business days of its receipt of an application for a progress payment request.

(7) Flower Mound shall use the funds received from Double Oak pursuant to Section 6.B.(6), above, solely to pay the Contractor concurrently with the payment of any other amounts due under the Construction Documents.

Section 7. Miscellaneous.

A. *Payment from Current Revenues.* Flower Mound shall make payments from current revenues available to the Flower Mound. Double Oak shall promptly submit requests for payments to Denton County and shall promptly remit funds to Flower Mound on its receipt of funds from Denton County in accordance with the time limitations in Section 6(B)(6) above. In any event, Double Oak shall remain primarily liable for its proportionate share.

B. *Notices.* Any notices or other communication required to be provided to a Party in this Agreement shall be in writing, addressed as provided hereinafter to the Party to whom the notice or other communication is given, and shall be either (i) delivered personally (hand-delivered), (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; 72 hours after deposit in the United States mail if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier to be delivered overnight. Addresses for notices and/or other communications are as follows:

To Double Oak:

Town of Double Oak
320 Waketon Road
Double Oak TX 75077
Attn: Mike Donnelly, Mayor

With Copy to:

David M. Berman, Town Attorney
Nichols, Jackson, Dillard,
Hager & Smith, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

To Flower Mound:

Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

Attn: Town Manager

With Copy to:

Bryn Meredith, Town Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107

The addresses and persons to whose attention a notice or communication is sent may be changed by giving notice of such change in the manner herein provided for giving notice.

C. *Governing Law, Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings between the Parties relating to this Agreement shall be maintained in the state courts of Denton County, Texas, which courts shall have exclusive venue for such purpose.

D. *Responsibility.* To the extent allowed by law, and without waiving any immunity (governmental or otherwise) available to the Parties under Texas law, or any other defenses the Parties are able to assert under Texas law, each Party agrees to be responsible for its own negligent or acts or omissions in the course of performance of this Agreement.

E. *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Parties, their officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement.

F. *Relationship.* It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

G. *Entire Agreement.* This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

H. *Exhibits; Recitals.* All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.

I. *Amendment.* This Agreement may be only be amended by the mutual written agreement of the Parties.

J. *Headings; "Includes."* The section and subsection headings contained herein are for convenience only, shall not be used in interpretation of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

K. *Severability.* The sections, subsection, and all provisions and portions of this Agreement are severable, and if any section, subsection, or other provision or portion hereof is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such section, subsection, or other provision or portion shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable sections, subsection, or other provision or portion is not a part hereof, and the remaining sections, subsections, and other provisions and portions hereof shall remain in full force and effect.

L. *Assignment.* No Party may assign, transfer, or otherwise convey this Agreement, or any of its rights, duties, or obligations hereunder, without the prior written consent of the other Parties.

M. *Force Majeure.* No Party shall be liable to the other Parties for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the Party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a Party is not legally responsible or which is not reasonably within its power to control. The affected Party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer period. To the extent possible, the Party shall endeavor to remove or overcome the inability claimed with reasonable dispatch.

N. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

O. *Authorized Signatories.* The person signing this Agreement on behalf of each Party has been properly authorized to sign this Agreement for that Party.

P. *Effective Date.* This Agreement shall be effective on the date when it has been signed by the authorized representatives of all of the Parties ("the Effective Date").

Q. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform.

R. All payments required or permitted to be made by a Party will be made from current revenues available to the paying Party.

S. All payments provided to be made hereunder by one Party to the other shall be such amount as to fairly compensate the other Party for the services or functions performed hereunder.

(Signatures on Following Pages)

Town of Flower Mound Signature Page

SIGNED AND AGREED this _____ day of _____, 2019.

TOWN OF FLOWER MOUND

By: _____
_____, [title]

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

Town of Double Oak Signature Page

SIGNED AND AGREED this ____ day of _____, 2019.

TOWN OF DOUBLE OAK

By: _____
Mike Donnelly, Mayor

ATTEST

_____, Town Secretary

APPROVED AS TO FORM

_____, Town Attorney



5616 Somerville Dr
Frisco, TX 75034
contact@dfwavpros.com
dfwavpros.com
469-774-5944

Estimate

For: Double Oak Town Hall
320 Waketon Rd,
Double Oak, TX 75077

Estimate No: 49
Date: 09/24/201

Description	Quantity	Rate	Amount
Atlona AT-UHD-SW-510W Universal Switcher with Wireless Link	1	\$1,974.99	\$1,974.99
Atlona AT-ANC-108D 8 Button IP Controlled Keypad	1	\$399.99	\$399.99
Atlona AT-VGW-250AV Control Processor for Velocity Control System	1	\$959.99	\$959.99
Atlona AT-GAIN-120 Stereo / Mono Power Amplifier - 120 Watts	1	\$779.99	\$779.99
Atlona AT-UHD-CAT-24K/UHD HDMI to HDBaseT Distribution Amplifier	1	\$899.99	\$899.99
Atlona AT-UHD-EX-70C-RX 4K Ultra HD HDBaseT Receiver - 230 ft	2	\$249.99	\$499.99
Atlona AT-UHD-EX-70C-KIT 4K/UHD HDMI over HDBaseT TX/RX with Control and PoE	1	\$499.99	\$499.99
Epson PowerLite L615U - Laser Light Engine	1	\$3,499.99	\$3,499.99
Dragonfly Recessed Motorized High Contrast Non Tab Tension Projection Screens (16:9) DFRM-NTT-120-HC	1	\$2,499.99	\$2,499.99
Episode 800 Commercial Series 70-Volt In-Ceiling Speaker with Tile Bridge & 6" Woofer ECS-800-IC-6	8	\$199.99	\$1,599.99
Large Articulating Mount Extends 30"	2	\$199.99	\$399.99
Samsung - 55" Class - LED - 7 Series - 2160p - Smart - 4K UHD TV with HDR Model:UN55RU7100FXZA	1	\$499.99	\$499.99
Samsung - 65" Class - LED - 7 Series - 2160p - Smart - 4K UHD TV with HDR Model:UN65RU7100FXZA	1	\$699.99	\$699.99
Small Conference Room			

Description	Quantity	Rate	Amount
Samsung - 65" Class - LED - 7 Series - 2160p - Smart - 4K UHD TV with HDR Model:UN65RU7100FXZA	1	\$699.99	\$699.99
Strong™ Mount Tilt - 36-80" Displays SM-T-L	1	\$149.99	\$149.99
Atlona AT-ANC-108D 8 Button IP Controlled Keypad	1	\$399.99	\$399.99
Atlona AT-UHD-SW-510W Universal Switcher with Wireless Link	1	\$1,974.99	\$1,974.99
Sense UHF Wireless Microphone Receiver SE-350-WR-1CHD	1	\$499.99	\$499.99
Sense™ UHF Wireless Condenser Microphone SE-350-WT-HAND	1	\$299.99	\$299.99
Sense 12" Condenser Gooseneck Microphone - Cardioid SE-300-GM12-C	10	\$249.99	\$2,499.99
Sense Universal XLR Desktop Microphone Base SE-300-DMB-BLK	10	\$99.99	\$999.99
Audio Extender over Category	1	\$149.99	\$149.99
Miscellaneous Parts/Hardware	1	\$299.99	\$299.99
Installation:	1	\$3,999.99	\$3,999.99

*Indicates non-taxable item

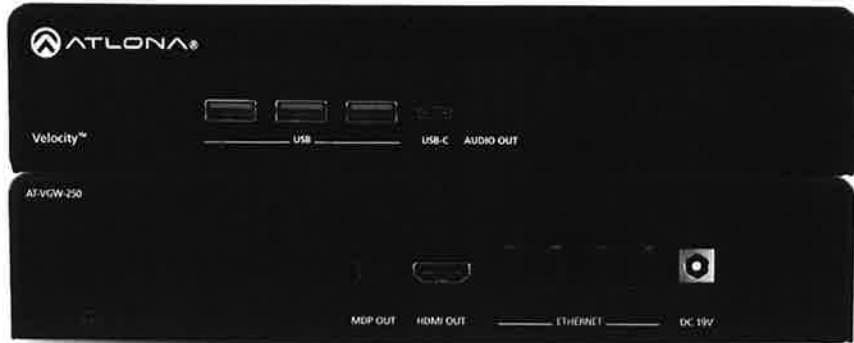
Subtotal	\$27,189.49
TAX 0%	\$0.00
Total	\$27,189.49

Total	\$27,189.49
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Atlona AT-UHD-SW-510W.jpg



Atlona AT-VGW-250.jpg



Atlona AT-UHD-CAT-2.jpg



Atlona AT-ANC-108D.jpg



Epson Powerlite L6165U.jpg



DragonFly Screen DFRM-NTT-HC-F1.jpg



**QUOTATION: 14691**

Delcom Group, L.P.
2525B E State Highway 121
Ste 400
Lewisville, TX 75056

BILL TO:

COMPANY: CITY OF DOUBLE OAK

ADDRESS: 320 Waketon Road

Double Oak, TX 75077

CONTACT: Brian Shults

PHONE: (972)539-9464

JOB LOCATION:

COMPANY: DOUBLE OAK

ADDRESS: 320 Waketon Road

Double Oak, TX 75077

CONTACT:

PHONE: (972)539-9464

DATE: September 20, 2019

SALES REP: CARLOS FIGUEROA

PHONE:

EMAIL: CARLOSF@DELCOMGROUP.COM

CONTRACT #

TITLE:

Audio Upgrades to Double Oak Town Hall Council Room

SCOPE OF WORK:

The Audio system will be able to reproduce voice sounds with improved clarity over the old existing system. The new sound system will utilize a distributed audio system, flush mounted into the ceiling of the room. The purpose of the sound system is when there is a meeting in the room, speech can be heard throughout the space with maximum intelligibility. Music reproduction will be limited but is still possible with this new sound system. The Sound System should be easy to use and provide the necessary adjustments needed during a meeting. 2 hours of onsite training will be provided to the customer by Delcom. Audio from the Video system will be tied into the Mixer input for control of the program volume. Delcom will provide parts and labor necessary to install the listed equipment biased off approved drawings by the customer. any changes in the system after approval could result in a cost change.

Equipment Upgrades:

New Digital Mixer (Soundcraft UI16) to replace the old analog one. this is housed within the desk in the main room. existing shelf in desk will be used to place the new mixer. Run Line level inputs from sound mixer to amp
Customer will be responsible for providing a device to control the new Soundcraft UI16.

New desktop goose-neck mics x10, new mic wire will be used. the Mic Connection will be installed on the wooden part of the desk to clear future counter top replacement.

1 wireless hand held microphone to replace old one.

new, flush mount cut in ceiling speakers to provide even coverage throughout the space.

**QUOTATION: 14691**

Delcom Group, L.P.
2525B E State Highway 121
Ste 400
Lewisville, TX 75056

Relocate amp and install in rack in adjacent room - Existing Rack can be used for this. New amplifier will be installed.

Above Ceiling Attic space will be used to run cable between speakers and to run HDMI cable in Small Conference Room. Attic space is accessible via built in ladder hatch in hallway.

Quote is split into 3 Parts.

1. Audio System Upgrade for Council Room
2. Video System Upgrade for Council Room
3. Conference Room Display Installation.

EQUIPMENT

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
Audio Devices & Cabling				
CONTROL 26CT	SINGLE HARMAN PRO SPKR 2-WAY	8.00	\$163.63	\$1,309.04
16-02-GRY-1000	16-02 UNS STR CMR Gry Jkt BR - 1000'	1.00	\$194.44	\$194.44
22-1PREZP-BLK-250	22-1P OAS STR CMP TC Blk Jkt - 250'	1.00	\$55.56	\$55.56
MX418D/C	Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Progra	10.00	\$291.67	\$2,916.70
SLX2/SM58=G4	Handheld Transmitter with SM58 Microphone	1.00	\$230.56	\$230.56
CDi 1000	Two-channel, 500W @ 4?, 70V/140V Power Amplifier	1.00	\$789.75	\$789.75
	Soundcraft UI16 Digital Mixer	1.00	\$511.67	\$511.67
60-804-01	ASA 141 Passive Audio Summing Adapter with RCA Inputs and Balanced/Unbalanced Output	1.00	\$48.61	\$48.61
NC3FXX	NEUTRIK NC3FX 3-POLE FEMALE	1.00	\$4.17	\$4.17
NC3MXX	XLR-M CONNECTOR NICKEL	14.00	\$3.76	\$52.64
Audio Devices & Cabling Sub-Total				\$6,113.14

**QUOTATION: 14691**

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Lewisville, TX 75056

EQUIPMENT

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	Hardware & Consumables			
	Hardware & Consumables Sub-Total			\$743.85
TOTAL EQUIPMENT				\$6,856.95

SHIPPING & HANDLING

DESCRIPTION	PRICE
Shipping and Handling	\$309.27
TOTAL SHIPPING & HANDLING	\$309.27

INSTALLATION SERVICES

DESCRIPTION	PRICE
TOTAL INSTALLATION SERVICES	\$3,451.85

SUBTOTAL:	\$10,618.15
TAX:	\$0.00
TOTAL:	\$10,618.15

**QUOTATION: 14713**

Delcom Group, L.P.
2525B E State Highway 121
Ste 400
Lewisville, TX 75056

BILL TO:

COMPANY: CITY OF DOUBLE OAK

ADDRESS: 320 Waketon Road

Double Oak, TX 75077

CONTACT: Brian Shults

PHONE: (972)539-9464

JOB LOCATION:

COMPANY: DOUBLE OAK

ADDRESS: 320 Waketon Road

Double Oak, TX 75077

CONTACT:

PHONE: (972)539-9464

DATE: September 23, 2019

SALES REP: CARLOS FIGUEROA

PHONE:

EMAIL: CARLOSF@DELCOMGROUP.COM

CONTRACT #

TITLE:

Video Upgrades for City Counsel Chamber and Executive Room

SCOPE OF WORK:

Quote is split into 3 Quotes.

1. Audio System Upgrade for Council Room
2. Video System Upgrade for Council Room
3. Conference Room Display Installation.

Video Installation:

New 75" display on an articulating mount for the Board to view.

New 55" display on tilt mount on the side of the room for audience view.

new 55" display on articulating mount for back of the room audience view.

there will be 5 HDMI inputs from the seats position. HDBaseT transceivers will be used.

HDBaseT will be used to extend to each display end point.

Drill top plates in walls to fish cables down.

HDMI inputs at several of the seats positions. this will need to be HDBaseT from board to adjacent room for switching purpose.

switching between all inputs should be automatic with 1 input as priority.

Add 3 TV's to the City Counsel Room 65" and 2 55" -



QUOTATION: 14713
 Delcom Group, L.P.
 2525B E State Highway 121
 Ste 400
 Lewisville, TX 75056

add HDMI in location where 6 existing CAT5e drops are located on counsel bench -

Add 65" TV and HDMI drop into the executive counsel chambers.
 Above Ceiling Attic space will be used to run cable between speakers and to run HDMI cable in Small Conference Room.

10' ceiling AFF.

EQUIPMENT

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
Display & Mounting Hardware				
QB75N	75-inch Commercial 4K UHD LED LCD Display - Manufactured in a TAA Country	1.00	\$1,965.53	\$1,965.53
QB55R	Samsung LCD Display 55 Inch	2.00	\$857.99	\$1,715.98
LTM1U	LARGE FUSION TILT WALL MOUNT	1.00	\$236.25	\$236.25
TS525TU	ARTICULATING MOUNT	2.00	\$448.08	\$896.16
Display & Mounting Hardware Sub-Total				\$4,813.92
Video Devices & Cabling				
CAT6P-ORG	23-4P UNS SOL CMP C6 Org Jkt - 1000'	1.00	\$338.89	\$338.89
111S08080054H 34	C6 Shielded Plug w/ Load Bar	16.00	\$2.99	\$47.84
	Atlona HDBaseT Extender Kit TX/RX	5.00	\$416.67	\$2,083.35
	Atlona 4K/UHD 4-Output HDMI to HDBaseT extended distance distribution amplifier	1.00	\$1,416.67	\$1,416.67
AT-HDVS-200-RX	HDBaseT RECEIVER AND SCALER (RX ONLY)	3.00	\$583.33	\$1,749.99
MHD18G- 3PROBLK	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	14.00	\$18.61	\$260.54
PD-915R	9OUT,15A,RCKMNT POWER CEN	1.00	\$115.24	\$115.24

**QUOTATION: 14713**

Delcom Group, L.P.
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Ste 400
Lewisville, TX 75056

EQUIPMENT

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
	Video Devices & Cabling Sub-Total			\$5,012.57
	Hardware & Consumables			
	Hardware & Consumables Sub-Total			\$211.25
ELEC-DUPLEX	ELECTRICAL KIT SINGLE (DUPLEX) WALL MOUNT	3.00	\$74.36	\$223.08
TOTAL EQUIPMENT				\$11,260.70

SHIPPING & HANDLING

DESCRIPTION	PRICE
Shipping and Handling	\$450.49
TOTAL SHIPPING & HANDLING	\$450.49

INSTALLATION SERVICES

DESCRIPTION	PRICE
Electrical Installation	\$276.93
TOTAL INSTALLATION SERVICES	\$4,890.30

SUBTOTAL:	\$16,601.50
TAX:	\$0.00
TOTAL:	\$16,601.50

**QUOTATION: 14727**

Delcom Group, L.P.
2525B E State Highway 121
Ste 400
Lewisville, TX 75056

BILL TO:

COMPANY: CITY OF DOUBLE OAK

ADDRESS: 320 Waketon Road

Double Oak, TX 75077

CONTACT: Brian Shults

PHONE: (972)539-9464

JOB LOCATION:

COMPANY: DOUBLE OAK

ADDRESS: 320 Waketon Road

Double Oak, TX 75077

CONTACT:

PHONE: (972)539-9464

DATE: September 23, 2019

SALES REP: CARLOS FIGUEROA

PHONE:

EMAIL: CARLOSF@DELCOMGROUP.COM

CONTRACT #

TITLE:

Executive Room/Conference Room - Display Installation

SCOPE OF WORK:

a 65" flat panel display will be wall mounted at 48" AFF in the Conference Room. electrical outlet will be installed behind the display.

A HDMI input plate will be installed on the adjacent interior wall at 18" AFF.

This system is standalone within the Conference Room.

Attic crawl space will be used to route cabling between the locations.

EQUIPMENT

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
Display & Mounting Hardware				
HG65NJ670UFXZ A	65in UHD (4K) Non-Smart Hospitality TV	1.00	\$1,134.49	\$1,134.49
PAC525FCW	In-Wall Storage Box with Flange and Cover	1.00	\$98.96	\$98.96
LTM1U	LARGE FUSION TILT WALL MOUNT	1.00	\$236.25	\$236.25
Display & Mounting Hardware Sub-Total				\$1,469.70

Printed on 9/23/2019

Page 1 of 3

**QUOTATION: 14727**

Delcom Group, L.P.
2525B E State Highway 121
Ste 400
Lewisville, TX 75056

EQUIPMENT

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
Video Devices & Cabling				
HD18G-50PROBLKA	Pro AV/IT Certified 18Gb 4K High Speed HDMI Cable with ProGrip 50ft Black (active)	1.00	\$193.19	\$193.19
WP-1785-E-P-SW	Single Gang Wallplate-Stainless White-HDMI Female(1)-passthru	1.00	\$47.92	\$47.92
Video Devices & Cabling Sub-Total				\$241.11
Hardware & Consumables				
Hardware & Consumables Sub-Total				\$49.25
ELEC-DUPLEX	ELECTRICAL KIT SINGLE (DUPLEX) WALL MOUNT	1.00	\$74.36	\$74.36
TOTAL EQUIPMENT				\$1,834.39

SHIPPING & HANDLING

DESCRIPTION	PRICE
Shipping and Handling	\$219.45
TOTAL SHIPPING & HANDLING	\$219.45

INSTALLATION SERVICES

DESCRIPTION	PRICE
Electrical Installation	\$92.31
TOTAL INSTALLATION SERVICES	\$994.22



QUOTATION: 14727

Delcom Group, L.P.
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Ste 400
Lewisville, TX 75056

SUBTOTAL:	\$3,048.C
TAX:	\$0.C
TOTAL:	\$3,048.C

DOUBLE OAK TOWN COUNCIL
PUBLIC NOTICE
320 WAKETON ROAD
January 21, 2020
7:00 P.M.

OUT OF RESPECT FOR ALL THOSE IN ATTENDANCE, PLEASE REFRAIN FROM TALKING TO OTHER MEMBERS OF THE AUDIENCE DURING THE MEETING

- I. Opening:
- Call to Order
 - Roll Call
 - Invocation
 - Pledge of Allegiance – American Flag
 - Pledge of Allegiance – Texas Flag

“Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

II. Citizens comments

- III. Consent Agenda - All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

1. Consideration and action on an invoice from ASC in the amount of \$7,252.38 for the balance on the outdoor weather siren located at DOVFD.

IV. Mayor, Council Members and Staff reports:

2. Mayor and Council
3. Public Works - Code Enforcement – Animal Control
4. Administration
5. Public Safety
6. Road and Drainage Committee

V. New business agenda (consideration and action):

7. Discussion, consideration and action on Solid Waste Collection Agreement between the Town and Republic Services.

Presentation:

Jeri Harwell, Republic Services

8. Discussion, consideration and action on an ordinance ordering a General Election to be held on May 2, 2020 for the purpose of electing three Town Council members and ordering a Special Election to elect one Town Council member to fill a vacancy in office and to serve a one-year term for the remainder of the unexpired term of office.

Presentation: Town Secretary Eileen Kennedy

9. Discussion, consideration and action on approving revised town zoning map.

Presentation: Town Staff
Town Engineer

10. Discussion, consideration and action on website design and hosting.

Presentation: Administration/Court Clerk Brian Shults

11. Discussion, consideration and action on authorizing the purchase of a new police vehicle and associated equipment.

Presentation: Police Chief Derrick Watson

12. Discussion, consideration and action on first quarter 2019-2020 financials

Presentation: Town Secretary Eileen Kennedy
Town Treasurer Billie Garrett

13. Discussion, consideration and action on an Interlocal Cooperative Agreement (ICA) between the Town of Double Oak and the Town of Flower Mound for the Waketon Road Improvement Project.

Presentation: Halff Engineering

14. Discussion, consideration and action on audio and visual improvements for Double Oak Town Hall.

Presentation: Administration/Court Clerk Brian Shults

15. Citizens comments

16. Council – staff announcements and comments:

- Lynn Jones celebrated her 6-year anniversary with Double Oak on January 20
- May 2, 2020 municipal election day

Terms expiring are: Council Members Anita Nelson, Joe Dent, Billie Garrett and Von Beougher

First day to file for a place on the ballot was January 15, 2020
Last day to file is February 14, 2020

17. Adjournment

As authorized by section 551.071 of the Texas Government Code, 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 listed herein.

Posted this the 17th day of December at 4:00 p.m.

Eileen Kennedy

Town Secretary

PUBLIC PARTICIPATION

If you wish to address the Council, please sign the "CITIZENS WHO WISH TO SPEAK TO THE TOWN COUNCIL" sheet before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972.539.9464, fax 972.539.9613 or email to ekennedy@double-oak.com for additional information.