



**NOTICE OF THE REGULAR MEETING OF THE  
MUNICIPAL DEVELOPMENT DISTRICT  
REGULAR MEETING**

**January 06, 2026 at 6:00 PM**

**Argyle Town Hall, 308 Denton Street, Argyle, Texas**

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**AGENDA**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Argyle Municipal Development District will meet in a Regular Meeting on Tuesday, January 06, 2026 at 6:00 PM at the Argyle Town Hall, 308 Denton Street, Argyle, Texas.

**BOARD MEMBERS AND TOWN MANAGEMENT**

**David Wylie, President, Place 3**  
**Pamela Batson, Vice-President, Place 5**  
**Casey Stewart, Councilmember Place 1**  
**Ronald Schmidt, Mayor, Place 2**  
**Peter Tilton, Place 4**  
**Kristin Jain, Place 6**  
**Joan Delashaw, Place 7**

**Mike Sims, Town Manager**  
**Brenda McDonald, Town Attorney**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

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

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

**OPEN FORUM**

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

**SPECIAL PRESENTATION**

**CONSENT AGENDA**

*Any Board member may request an item on the Consent Agenda to be taken up for individual consideration.*

1. Consider approval of the Argyle Municipal Development District Board meeting minutes for the meeting held on December 2, 2025.

**STAFF REPORT**

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

2. Receive an end of FY25 report on sales tax collected for the MDD.

**WORKSHOP ITEMS**

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

3. Discuss a professional services agreement with Argyle Business Association for marketing services.
4. Discuss a professional services agreement with Architexas for on-call architecture review services.
5. Discuss how sales tax jurisdictions are established for online purchases.

**ADJOURN**

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

A quorum of the Town Council members or Planning and Zoning Commission may be in attendance at this meeting. The council/commission will take no action during the course of this meeting.

**CERTIFICATION**

I hereby certify the above Notice of Meeting was posted on the bulletin board at Argyle Town Hall, a place convenient and readily accessible to the general public at all times, and to the Town’s website in compliance with Chapter 551, Texas Government Code, on **December 30, 2025, by 5:00 p.m.** and remained posted for at least three (3) business days preceding the scheduled time of said meeting.

*Mike Sims*

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Town Manager



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



# ***Municipal Development District Agenda Item Memorandum***

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**ITEM TYPE**

Special Presentation

**MEETING DATE:**

January 6, 2026

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**PRESENTER:**

Harrison Wicks, Director of Community Development  
Brian Gasperson, Cactus Canyon Owner/Operator

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**ITEM DESCRIPTION:**

Receive a special presentation on the Cactus Canyon Restaurant performance after 1 year in business.

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**BACKGROUND INFORMATION:**

Resolution 2023-61 was approved by Town Council on December 18, 2023 and laid out the obligations of the MDD and Cactus Canyon Restaurant for the \$100,000 grant that was awarded to the business after receiving their Certificate of Occupancy (CO).

The MDD grant and performance agreement identified the following items to be satisfied by the Cactus Canyon Restaurant within 1 year of receiving their CO, and shall be maintained through the final performance date, which shall be 5 years from the issuance of the CO:

1. That the facility is expected to generate a minimum of \$4,000,000 in Annual Taxable Sales( the "Annual Taxable Sales Target"); and
2. That 20 new full-time jobs will be created at the Facility, with an average annual income of \$40,000( the" New Jobs Target") and that 40 new part-time jobs will also be created with an average annual income of \$20,000.

For the purpose of this Agreement, the "Annual Taxable Sales" means the total of all Taxable Items sold by Grantee at the Facility that result in local sales tax including the tax from the sale of alcohol, being paid to the Town during the applicable calendar year.

An amendment to the grant and performance agreement in Resolution 2024-39 approved by Town Council on November 18, 2024, removed the capital investment requirement contained in the original agreement.

After review of the financial information provided by Mr. Gasperson, the total number of employees for the first year of operations was 32 full time and 69 part time jobs, thereby satisfying the new jobs target. In addition, the net sales for the first year was approximately \$5,600,000.00, thereby satisfying the annual taxable sales target.

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**FISCAL IMPACT:**

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

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**LEGAL REVIEW:**

Not applicable.

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**ATTACHMENTS:**

- Exhibit A - State Comptroller Taxpayer Account Status
- Exhibit B - Resolution 2023-61
- Exhibit C - Resolution 2024-39

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**RECOMMENDED MOTION AND/OR ACTION:**

Receive special presentation. No action requested.

# Q Sales Taxpayer Search

# EXHIBIT A

## Q Taxpayer Locations

✔ This taxpayer has 1 location.

**Taxpayer**

**Taxpayer ID:** 32087233915  
**Taxpayer Name:** CACTUS CANYON ARGYLE, LLC  
**Mailing Address:** PO BOX 86  
 ARGYLE, TX 76226  
**Permit Status:** ACTIVE

**Locations**

SORT: LOCATION NAME (A-Z) ▾

Location Name	Status	Address	Location Number	Permit Begin Date	Permit End Date
CACTUS CANYON	<span>ACTIVE</span>	700 FM 407 W ARGYLE, TX 76226	00001	05/31/2024	

# EXHIBIT B

## TOWN OF ARGYLE, TEXAS RESOLUTION NO. 2023- 61

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS APPROVING A MUNICIPAL DEVELOPMENT DISTRICT GRANT AND PERFORMANCE AGREEMENT WITH CIRCLE STAR BRANDS DENTON LLC AND CACTUS CANYON LLC ARGYLE (THE "GRANTEE").

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

**WHEREAS:** The Municipal Development District, in consultation with the Town Attorney, voted to approve a Municipal Development District Grant and Performance Agreement with Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle (the "Grantee") at their November 8, 2023 regular meeting; and

**WHEREAS:** The Town Council desires to adopt the Municipal Development District Grant and Performance Agreement with Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle (the "Grantee") designed to ensure the attainment and maintenance of the performance targets specified in the agreement.

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

**SECTION 1.** That the Municipal Development District Grant and Performance Agreement with Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle (the "Grantee") attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted by the Town Council of the Town of Argyle, Texas.

**SECTION 2.** That the Municipal Development District Grant and Performance Agreement with Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle (the "Grantee") herein adopted may be amended or repealed by resolution of the Town Council.

**SECTION 3.** That this Resolution shall become effective immediately upon passage, and it is so resolved.

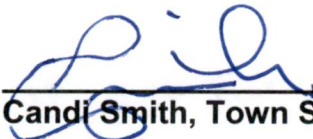
**PASSED AND APPROVED** this the 18th day of December 2023.

Town of Argyle, Texas

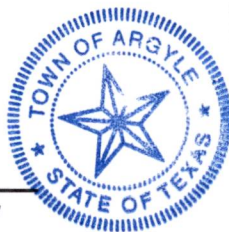


Rick Bradford, Mayor

ATTEST:



Candi Smith, Town Secretary



**Exhibit A**

**ARGYLE MUNICIPAL DEVELOPMENT DISTRICT  
GRANT AND PERFORMANCE AGREEMENT**

This Grant and Performance Agreement (the "Agreement") is entered into by and between the Town of Argyle, Texas, a type A general-law municipality of Denton County, Texas, and the Argyle Municipal Development District (the "MDD") (the Town of Argyle, together with the MDD, the "Town"), and Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle (the "Grantee").

**WITNESSETH:**

**WHEREAS**, the MDD is a political subdivision of the State of Texas and the Town of Argyle created in accordance with Chapter 377 of the Texas Local Government Code, as amended (the "Act"), and is authorized to make loans and grants of MDD sales tax funds to promote local economic development and stimulate business and commercial activity in the Town of Argyle; and

**WHEREAS**, the Grantee has submitted a request to receive such a loan or grant (the "Grant") for the development of a restaurant, generally located at the north side of FM 407 one mile east of I35W, with a project or trade name of Cactus Canyon; and

**WHEREAS**, the Town has reviewed the request and is willing to provide Grant funds for the use of the Grantee, provided that the Grantee meets certain criteria relating to capital investments, annual taxable sales, and new jobs; and

**WHEREAS**, the Grantee is required to return all or a portion of the funds received to the Town if the performance criteria of the Grant are not met; and

**WHEREAS**, the Town and the Grantee desire to set forth their understanding and agreement as to the payout of the Grant proceeds, the obligations of the Grantee regarding capital investment, annual taxable sales, and new job creation, and the repayment by the Grantee of all or part of the Grant under certain circumstances; and

**WHEREAS**, the Grantee plans to develop an approximately 6,400 square-foot restaurant facility (the "Facility") that will entail a capital investment of greater than \$7,000,000 (the "Capital Investment Target"); and

**WHEREAS**, the Facility is expected to generate a minimum of \$4,000,000 in Annual Taxable Sales (the "Annual Taxable Sales Target"); and

**WHEREAS**, it is expected that 20 new full-time jobs will be created at the Facility, with an average annual income of \$40,000 (the "New Jobs Target") and that 40 new part-time jobs will also be created with an average annual income of \$20,000; and

**WHEREAS**, together, the Capital Investment Target, the Annual Taxable Sales target, and the New Jobs Target are referred to herein as the "Targets"; and

**WHEREAS**, the MDD board of directors approved a Grant for the development or improvement of the Facility in the total amount of \$100,000 as a project that will promote new business development; and

**WHEREAS**, all requirements of the Act shall be met prior to distribution of Grant funds, including, but not limited to, any requirements for public hearings, notice and authorization of the Town Council;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### **Section 1. Definitions**

For the purpose of this Agreement, the following terms shall have the following definitions:

“Annual Taxable Sales” means the total of all Taxable Items sold by Grantee at the Facility that result in local sales tax including the tax from the sale of alcohol, being paid to the Town during the applicable calendar year. “Taxable Items” has the meaning assigned by Section 151.010 of the Texas Tax Code.

"Capital Investment" means a capital expenditure in taxable real property, taxable tangible personal property, or both at the Facility (excluding the purchase of land or existing real property improvements). The capital investment must be in addition to the capital improvements at the Facility at the date of this Agreement.

"Maintain" means that the number of new jobs created pursuant to the Grant will continue without interruption from the date of creation through the Performance Date.

"New Jobs" means new permanent employment of an indefinite duration at the Facility. Each new job must require a minimum of either (1) 30 hours of an employee's time per week for the entire normal year of the Grantee's operations, which "normal year" must consist of at least 52 weeks, or (2) 1,560 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Town limits of Argyle, and positions with contractors, suppliers, and similar multiplier or spin-off jobs shall not qualify as new jobs.

### **Section 2. Disbursement of the Grant**

The Grant in the amount of \$100,000 will be paid to the Grantee upon completion of the Facility as certified by the issuance of a Certificate of Occupancy (the "CO") by the Town. Within 30 days of issuance of the CO, the Town will disburse the Grant proceeds to the Grantee as an inducement to the Grantee to achieve the Targets at the Facility. The Grantee is solely responsible for any and all state and federal tax liability that may be due upon acceptance of the Grant.

### Section 3. Targets and Definitions

The Capital Investment Target shall be satisfied not later than the completion of construction, which shall culminate in the issuance of a CO within 18 months of the date of this agreement. The Annual Taxable Sales Target and the New Jobs Target shall be met within one year of the issuance of the CO and shall be maintained through the final Performance Date, which shall be five years from the issuance of the CO.

### Section 4. Repayment Obligation

Grantee shall provide documents requested by the Town that are related to the Grant Targets. If the Town, in its sole discretion, determines at any time prior to the Performance Date (the "Determination Date") that the Grantee is unable or unwilling to meet and maintain its Targets by and through the Performance Date, and if the Town promptly notifies the Grantee of such determination, the Grantee must repay the Grant proceeds based upon the following schedule:

In the 1st year following CO issuance	Repay \$100,000
On or after the 1st anniversary of CO issuance but before the 2nd anniversary of CO issuance	Repay \$80,000
On or after the 2nd anniversary of CO issuance but before the 3rd anniversary of CO issuance	Repay \$60,000
On or after the 3rd anniversary of CO issuance but before the 4th anniversary of CO issuance	Repay \$40,000
On or after the 4th anniversary of CO issuance but before the 5th anniversary of CO issuance	Repay \$20,000

Repayment Dates and Liability: Such repayment shall be due from the Grantee to the Town within thirty days of the Performance Date or the Determination Date, as applicable. The principal members of Grantee (Brian Gasperson, Alan Mann, and Marty Bryan) shall have joint and several liability for any repayment obligation.

### Section 5. Grantee Reporting

The Grantee shall provide, at the Grantee's expense, detailed verification reasonably satisfactory to the Town of the Grantee's progress on the Targets. Such progress reports will be provided annually, starting at twelve months from the date that the Grantee receives the Grant, and at such other times as the Town may require for a period of five years from the grant proceeds award date.

### Section 6. Notices

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return or certified mail not accepted by the addressee):

If intended for the Town, to:  
Erika McComis, Town Administrator  
308 Denton St., P.O. Box 609  
Argyle, TX 76226

If intended for the Grantee, to:  
Brian Gasperson  
P.O. Box 86  
Argyle, TX 76226

## **Section 7. Miscellaneous**

**7.1** Entire Agreement. This Agreement encompasses the entire agreement of the Parties and terminates and supersedes all prior understandings and agreements on the subject matter hereof, whether written or oral. The Parties hereby acknowledge and represent, by affixing their signatures hereto, that the Parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance. This Agreement may be modified only by a further writing that is duly executed by the Parties.

**7.2** Time of Essence. Time is of the essence in all things pertaining to the performance of this Agreement.

**7.3** Governing Law; Venue. This Agreement is made, and is intended to be performed, in the Town limits of Argyle, Denton County, Texas. The construction and validity of this Agreement shall be governed by the laws of the State of Texas, exclusive of the conflicts of law principles thereof. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the County Courts of Denton County, and such litigation shall be brought only in such court.

**7.4** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

**7.5** Severability. If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall, in the discretion of the Town, be voidable or interpreted as in effect as if such unenforceable provision were not included therein.

**7.6** Waiver. Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**7.7** Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and perform such further acts as the other Party reasonably requests in order to effectuate the terms of this Agreement.

**7.8** Compliance with Law. Notwithstanding any other provision of this Agreement, the Parties

shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well any Town ordinances not in conflict with this Agreement, and any rules implementing such statutes or regulations.

**7.9 Authority for Execution.** The Town hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized. The MDD hereby certifies, represents and warrants that the execution of this Agreement is duly authorized. The Grantee hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of Grantee is duly authorized and has full corporate authority to execute this Agreement and bind Grantee to the same.

**7.10 No Joint Venture.** Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between the Parties.

**7.11 No Rule of Construction.** The Parties acknowledge that this Agreement was prepared by the Town solely as a convenience and that all Parties hereto, and their counsel, have read and fully negotiated all the language used in this Agreement. The Parties acknowledge that no rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor or against any Party because such Party drafted this Agreement.

**7.12 Dispute and Dispute Resolution.** If a dispute arises between the Parties, as a condition precedent to filing a lawsuit or seeking a remedy through the courts, the complaining Party will notify the other of its request to mediate the dispute and the Parties agree to attend, within forty-five (45) days, a non-binding mediation of at least four (4) hours in duration, the cost of which shall be borne equally by the Parties and each Party shall be responsible for its own legal fees and expenses related to any such mediation. If any Party initiates any legal action to enforce or interpret any of the terms or provisions of this Agreement without first following the express provisions of this Section, that Party expressly waives its claims against the other Party unless that Party's rights under the applicable statute of limitations would be prejudiced by following the express provisions of this Section. Following the mediation required above, in any litigation, by which one Party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party may seek recovery of its reasonable, actual attorney fees.

**7.13 Governmental Powers; Waivers of Immunity.** By execution of this Agreement, the Town and the MDD do not waive or surrender any of their governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by the Town and the MDD of their governmental functions.

**7.14 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the

performance of its respective obligations under this Agreement; however, in the event that a Party is unable, due to strike, lockout, inability to procure labor or materials, failure of power, riots, insurrection, war, adverse weather conditions, fire or other casualty (a "Force Majeure"), to perform its obligations under this Agreement, then the obligations affected by such Force Majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give written notice to all the Parties, including a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy or mitigate the Force Majeure, and resume full performance at the earliest possible time. The term "Force Majeure" shall also include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of due diligence and reasonable care including, but not limited to, any unreasonable delay, following a timely, fully completed application or request for approval, due to the failure of the Texas Department of Transportation, U.S. Army Corps of Engineers, or other governmental or quasi-governmental authorities having jurisdiction over the Project to timely approve, or issue an approval, where such approval is required for any portion of the Project to proceed. The term "Force Majeure" does not include acts by the Town or the MDD.

**7.15** Employment of Undocumented Workers. During the term of this Agreement, Grantee agrees not to knowingly employ any undocumented workers. In the event Grantee is prosecuted and convicted of knowingly employing undocumented workers in violation of 8 U.S.C. Section 1324a (f), Grantee shall repay the amount of the fees waived by Section 3.05 above and any other funds received by the Grantee from the Town as of the date of such conviction.

**7.16** Existence; Authority. Grantee represents and warrants that: (1) it has sufficient corporate authority to conduct business in the State of Texas; (2) it has full corporate capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and (3) that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

**7.17** Current Revenue. The incentives to be provided by Town herein shall be provided solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and the Texas Local Government Code. Consequently, notwithstanding any other provision of this Agreement, the Town shall have no obligation or liability to pay or perform except as allowed by law. The Town shall not be required to pay or perform if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

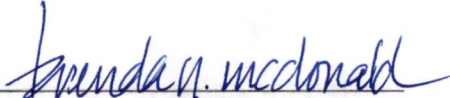
**7.18** Assignment. This Agreement is not assignable by any Party without the written consent of the non-assigning Parties. Notwithstanding the foregoing, Grantee may assign this Agreement to a parent, subsidiary, affiliate entity or newly created entity resulting from a merger, acquisition or other corporate restructure or reorganization of Grantee, or to an alternate Grantee in the event of a build-to-suit arrangement between Grantee and such alternate Grantee. In such cases, Grantee shall give the Town no less than thirty (30) days prior written notice of the assignment or other transfer. Any and all future assignees must be bound by all terms and representations of this Agreement as a condition of assignment. Any attempt to assign the Agreement without the

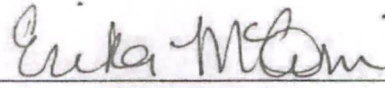
notification and subsequent consent of a Party, if consent is required under this section, shall release the non-assigning Party from performing any of the terms, covenants and conditions herein and terminate this Agreement.

EXECUTED and effective as of the date of the last authorized signature below.

APPROVED AS TO FORM  
BRENDA MCDONALD  
TOWN ATTORNEY

TOWN OF ARGYLE  
ERIKA MCCOMIS  
TOWN ADMINISTRATOR

By:   
Brenda McDonald

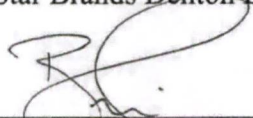
By:   
Erika McComis

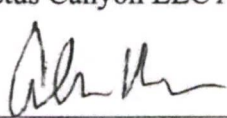
Date: 1.10.24

Date: 12-19-2023

GRANTEE:

Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle

By:   
Brian Gasperson

  
Alan Mann

  
Marty Bryan

Date: 12/13/2023

12/13/23

12/13/23

# EXHIBIT C

## RESOLUTION NO. 2024-39

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, AMENDING THE ARGYLE MUNICIPAL DEVELOPMENT DISTRICT GRANT AND PERFORMANCE AGREEMENT FOR CACTUS CANYON AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Argyle, Texas (the “Town”), is a Type A General Law municipality created in accordance with Chapter 6 of the Texas Local Government Code; and

**WHEREAS**, the Argyle Municipal Development District (the “MDD”) and Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle (“Grantee”) to that certain Argyle Municipal Development District Grant and Performance Agreement, dated January 10, 2024 (the “Agreement”); and

**WHEREAS**, Grantee has completed construction of the Facility, as defined in the Agreement; and

**WHEREAS**, the Argyle Municipal Management District has voted to remove the capital investment requirement contained in the Agreement; and

**WHEREAS**, the Town Council finds that the Cactus Canyon restaurant has been completed as set forth in the Agreement, the purpose and goal of supporting the design and construction of the restaurant has been achieved, and amending the Agreement to remove the capital investment requirement is in the best interest of the citizens of Argyle and promotes economic development within the Town.

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

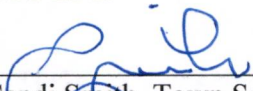
**Section 1.** The above findings and premises are true and correct.

**Section 2.** The Town Council hereby approves the First Amendment to Argyle Municipal Development District Grant and Performance Agreement attached as **Exhibit A** and incorporated herein and the Mayor is authorized to execute the amendment.


**Section 3.** This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 18<sup>th</sup> day of November, 2024.

ATTEST:

  
Candi Smith, Town Secretary



  
Rick Bradford, Mayor

**FIRST AMENDMENT TO ARGYLE MUNICIPAL DEVELOPMENT DISTRICT  
GRANT AND PERFORMANCE AGREEMENT**

This First Amendment to the Argyle Municipal Development District Grant and Performance Agreement (the "First Amendment") is entered into this 18<sup>th</sup> day of November, 2024, by and between the Town of Argyle, Texas, a type A general-law municipality of Denton County, Texas, and the Argyle Municipal Development District (the "MDD") (the Town of Argyle, together with the MDD, the "Town"), and Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle (the "Grantee").

**WHEREAS**, Grantee and the Town are parties to that certain Argyle Municipal Development District Grant and Performance Agreement, dated 10<sup>th</sup> day of January, 2024 (the "Agreement"); and

**WHEREAS**, Grantee has completed construction of the Facility, as defined in the Agreement; and

**WHEREAS**, Grantee and the Town mutually desire to amend the Agreement as further described herein.

**NOW, THEREFORE**, in consideration of the provisions contained herein and such other lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are incorporated as if fully set forth herein.
2. Grantee and the Town agree that the Capital Investment requirement in the Agreement has been met upon the issuance of a certificate of occupancy.
3. Section 3 of the Agreement shall be amended to remove the Capital Investment requirement and shall now read in its entirety as follows:

**Section 3. Targets and Definitions**

The Annual Taxable Sales Target and the New Jobs Target shall be met within one year of the issuance of the CO and shall be maintained through the final Performance Date, which shall be five years from the issuance of the CO.

4. Save and except as amended herein, the Agreement shall remain in full force and effect and the terms therein are affirmed by the parties.

EXECUTED and effective as of the date of the last authorized signature below.


TOWN OF ARGYLE  
AND ARGYLE MDD  
INTERIM TOWN ADMINISTRATOR

By:   
Rick Bradford, Mayor

Date: 11/20/2024

GRANTEE:

Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle

By:   
Brian Gasperson

  
Marty Bryan

Date: 11/30/24

11/30/24

**JOINT WRITTEN CONSENT OF MEMBERS  
AND BOARD OF MANAGERS OF  
CACTUS CANYON ARGYLE, LLC**

The undersigned, being all of the Members and Managers of Cactus Canyon Argyle, LLC, a Texas limited liability company (the "Company"), hereby consent to and adopt the following resolutions, and declare them to be in full force and effect as if they were adopted at a meeting of the Members and Board of Managers of the Company duly called, noticed, and held.

WHEREAS, Alan Mann ("Mann") is a Member of the Company, owning thirty-three and four tenths percent (33.4%) of the outstanding Member Interests of the Company; and

WHEREAS, Mann and the Company desire for the Company to redeem Mann's Member Interests pursuant to the terms of that certain Member Interest Redemption Agreement between Mann and the Company (the "Redemption Agreement"); and

NOW THEREFORE, BE IT RESOLVED, that the terms and provisions of that certain Redemption Agreement among the Company and Mann and the related documents, the form of which have been presented to the Members and Board of Managers, be, and hereby are, approved; and be it:

RESOLVED, that Marty Bryan and Brian Gasperson shall be the sole Members of the Company; and be it

FURTHER RESOLVED, that Alan Mann hereby resigns as Manager of the Company; and be it

FURTHER RESOLVED, that the Members and Managers hereby designate Marty Bryan and Brian Gasperson as the sole Managers of the Company; and be it

FURTHER RESOLVED, that Brian Gasperson ("Authorized Person") be, and hereby is authorized and empowered to execute and deliver the Redemption Agreement and any related documents or instruments, in the name and on behalf of the Company, with such additions deletions or changes thereto as the Authorized Person shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his approval of any such additions, deletions or changes); and be it

FURTHER RESOLVED, that the Authorized Person be, and hereby is authorized and empowered to execute and deliver a Change of Registered Agent form, in the name and on behalf of the Company, with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes thereto) as the Authorized Person shall approve (the execution and delivery thereof by the Authorized Person to be conclusive evidence of his approval of any such additions, deletions or changes); and be it

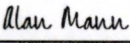
FURTHER RESOLVED, that the Authorized Person take such other and further action as is necessary or appropriate on behalf of the Company to complete the transactions contemplated by the Redemption Agreement; and be it

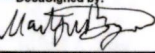
FURTHER RESOLVED, that these Resolutions may be executed in counterparts, all of which taken together shall be deemed to be one original and that the signature of any signatory hereto which is delivered by facsimile or any other electronic method shall be deemed to be an original signature and shall be effective upon receipt thereof; and be it


FURTHER RESOLVED, that a true and accurate copy of all documents executed on behalf of the Company in these transactions shall be kept in the official records of the Company.

IN WITNESS WHEREOF, the Members and Board of Managers have executed this Consent as of May 22, 2024.

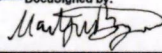
**MEMBERS:**


DocuSigned by:  
  
/CZ2E553CB9148E...  
**Alan Mann**

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USA46185399C493...  
**Marty Bryan**

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**Brian Gasperson**

**MANAGERS:**

DocuSigned by:  
  
USA46185399C493...  
**Marty Bryan**

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C8288A81CF05481...  
**Brian Gasperson**

**DECEMBER 2, 2025**

**REGULAR MEETING OF THE MUNICIPAL DEVELOPMENT DISTRICT OF THE TOWN OF ARGYLE, TEXAS, HELD ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

**PRESENT**

PRESIDENT, PLACE 3  
DIRECTOR, PLACE 1  
DIRECTOR, PLACE 2  
DIRECTOR, PLACE 4  
DIRECTOR, PLACE 6  
DIRECTOR, PLACE 7

DAVID WYLIE  
CASEY STEWART  
RONALD SCHMIDT  
PETER TILTON  
KRISTIN JAIN  
JOAN DELASHAW

TOWN MANAGER  
TOWN ATTORNEY  
DIRECTOR OF COMMUNITY DEVELOPMENT

MIKE SIMS  
BRENDA MCDONALD  
HARRISON WICKS

**ABSENT**

VICE-PRESIDENT, PLACE 5

PAMELA BATSON

**CALL TO ORDER**

President Wylie called the meeting to order at 6:02 p.m.

**OPEN FORUM**

President Wylie opened the open forum at 6:03 p.m. With no speakers, President Wylie closed the open forum at 6:03 p.m.

**CONSENT AGENDA**

- 1. Consider approval of the Argyle Municipal Development District Board meeting minutes for the meeting held on November 4, 2025.

Director Jain moved to approve the MDD Board meeting minutes from November 4, 2025, as presented. Director Stewart seconded the motion. The motion passed unanimously by a vote of 6-0.

**STAFF REPORT**

- 2. Receive a staff report on sales tax collected for the MDD as of November 25, 2025.

Community Development Director Wicks presented a summary report of sales tax collected by the MDD for the month of November and answered questions from the board members. No action was taken.

## WORKSHOP ITEMS

3. Discuss grant application process, policies, and procedures.

Director Tilton led the discussion and recommended updates to the application that would include clearer expectations for reporting requirements and requiring applicants to be in good standing with the State Comptroller's Office. Town staff will update the application and post on the Town website. No action was taken.

4. Discuss progress on Town Center District FM 407 small area plan created by GFF.

Town Manager Mike Sims presented this item and answered questions. There was a consensus that the small area plan can be an economic benefit to the Town and provide a central gathering space that the Town doesn't currently have. Town staff received feedback and no action taken.

## EXECUTIVE SESSION

The MDD convened into Executive Session at 7:10 p.m. to discuss the following:

***Consultation with Attorney §551.071(1),(2): Consultation with attorney regarding pending or anticipated litigation, or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:***

5. *Town Center District*

### ***Economic Development***

***§551.087: Economic Development negotiations (to discuss or deliberate commercial or financial information from a business prospect, or to deliberate the offer of a financial or other incentives to a business prospect):***

6. *Town Center District*
7. *Heath Tract*
8. *Heritage Tract*
9. *Argyle Marketplace - Marsden Tract*

The MDD reconvened into Open Session at 7:43 p.m. No action was taken.

## ADJOURN

With no further action the meeting was adjourned at 7:44 p.m.

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Mike Sims, Town Manager

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David Wylie, President



# Municipal Development District Agenda Item Memorandum

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**ITEM TYPE**

Staff Report

**MEETING DATE:**

January 6, 2026

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**PRESENTER:**

Harrison Wicks, Director of Community Development

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**ITEM DESCRIPTION:**

Receive an end of FY25 report on sales tax collected for the MDD.

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**BACKGROUND INFORMATION:**

According to the final unaudited numbers provided as Exhibit A by the Finance Department, MDD sales tax collections for FY2025 totaled \$587,870, which was \$137,870 more than the original/amended budget amount of \$450,000, or 131% of the budget expected for this fiscal year.

Last fiscal year (FY2024), the total amount of sales tax collected was 470,298. The result in FY25 represents an increase in sales tax of \$117,572, or 25%. Based on FY26 collections through November 2025 and historical collection data, the MDD could reasonably expect end-of-year revenue for FY26 to fall between \$600,602 and \$667,796.

To recap the FY25 end of year report provided as Exhibit A, the revenues over expenditures totaled a surplus of \$256,283. A large expenditure that was not spent was personnel for the unfilled MDD Executive Director position with \$165,165. Other notable expenditures include the \$247,500 in economic incentive grants, made up of:

1. \$100,000 - Little Joes Restaurant
2. \$100,000 - Cactus Canyon
3. \$40,000 - Town Center Preliminary Engineering and Concept Plans
4. \$7,500 - FAC Aesthetics

The YTD actual for contracted services included an approximate \$14,000 charge for IT support services with IT vendor the Fulcrum Group that was not budgeted and so the total for that line is \$130,017, instead of the budgeted \$116,446.

In conclusion, the estimated fund balance at the end of FY25 is \$2,270,432, and represents a healthy fund balance from cost savings and outperforming sales tax revenue.

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**FISCAL IMPACT:**

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

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**LEGAL REVIEW:**

Not applicable.

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**ATTACHMENTS:**

Exhibit A - FY25 Fiscal Overview

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**RECOMMENDED MOTION AND/OR ACTION:**

Receive staff report. No action requested.

# EXHIBIT A



## Town of Argyle Financial Dashboard

**Fiscal Year Overview:** **FY25**  
**Period Ending:** **September 30, 2025**  
**FINAL- Unaudited** 100% of the fiscal year

**Municipal Development District (MDD)**

Revenue Summary	Original Budget	Amended Budget	September 2025 Actuals	YTD Actuals	% of Budget
Sales Tax	450,000	450,000	80,741	587,870	131%
Interest Revenues	125,000	125,000	8,683	97,104	78%
<b>Total Revenue</b>	<b>575,000</b>	<b>575,000</b>	<b>89,424</b>	<b>684,974</b>	<b>119%</b>

Expenditure Summary	Original Budget	Amended Budget	September 2025 Actuals	YTD Actuals	% of Budget
Personnel	165,165	165,165	-	-	0%
Supplies	2,500	2,500	220	1,357	54%
Contracted Services	116,446	116,446	13,486	130,017	112%
Economic Incentive Grants	225,000	225,000	-	247,500	110%
Repair & Maintenance	-	-	-	2,813	0%
Transfers Out	47,003	47,003	3,917	47,003	100%
<b>Total Expenditures</b>	<b>556,114</b>	<b>556,114</b>	<b>17,623</b>	<b>428,691</b>	<b>77%</b>

<b>Surplus (Deficit)</b>	<b>18,886</b>	<b>18,886</b>	<b>71,801</b>	<b>256,283</b>
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**Fund Balance Summary**

Fund Balance 09.30.24 Audited	2,014,149	2,014,149	2,014,149	2,014,149
Surplus or Deficit (from above)	18,886	18,886	71,801	256,283
Estimated Fund Balance	2,033,035	2,033,035	2,085,950	2,270,432