NOTICE OF THE TOWN COUNCIL

TOWN COUNCIL REGULAR MEETING

March 23, 2026 at 6:30 PM

Argyle Town Hall, 308 Denton Street, Argyle, Texas

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Argyle Town Council will meet in a Town Council Regular Meeting on March 23, 2026, at 6:30 PM at the Argyle Town Hall, 308 Denton Street, Argyle, Texas.

ELECTED OFFICIALS AND TOWN MANAGEMENT

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

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

OPEN FORUM

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

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

(Mayoral proclamations, presentations of awards and certificates, and other acknowledgements of significant accomplishments or service to the community.)

1. Recognition of Liberty Christian Dance Team for back to back TAPPS Division I, Tier III State Championship

2. Proclamation for International Dark Sky Week

CONSENT AGENDA

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

3. Consider approval of the February 17, 2026, Town Council Meeting minutes as recorded.

4. Consider approval of Ordinance 2026-10, canceling the May 2, 2026, General Election and declaring each unopposed candidate elected to office.

5. Consider approval of the cancellation of the regular Town Council meeting scheduled for July 2026 to allow for a summer recess for council, staff, and boards.

6. Consider acceptance of the Annual Financial Report for the fiscal year ending September 30, 2025, as presented by Vail and Park P.C.

7. Consider approval of Resolution 2026-12 authorizing membership in the Atmos Cities Steering Committee; and authorizing the payment of four cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

8. Consider approval of Ordinance 2026-09 amending the Town of Argyle Fiscal Year 2025-2026 official budget, adopted by Ordinance 2025-35, appropriating $25,600 from the unappropriated balance of the General Fund for building relocation services for the train depot building located on the Marsden Tract to Town owned property on Front Street.

9. Discuss and consider approval of Resolution No. 2026-14 authorizing the selection of the Argyle Business Association to provide Curated Business Recruitment Services in an amount not to exceed $67,500; approving a Professional Services Agreement for such services; authorizing the Town Manager to negotiate the agreement and the Mayor to execute said agreement on behalf of the Town of Argyle.

10. Consider approval of Resolution No. 2026-15 authorizing the selection of the Architexas to provide Planning and Urban Design Services for the Town of Argyle in an amount not to exceed $30,000; approving a Professional Services Agreement for such services; authorizing the Town Manager to negotiate the agreement and the Mayor to execute said agreement on behalf of the Town of Argyle.

11. Consider approval to authorize funding in an amount not to exceed $10,000 for public education and informational materials related to the Town of Argyle May 2, 2026, Special Election.

12. Consider approval of Resolution 2026-11 establishing procedures requiring that contracts and agreements be fully negotiated, reviewed, and finalized prior to being placed on a Town Council agenda for consideration.

13. Consider approval of Resolution 2026-13 amending the Solid Waste Collection Contract with Allied Waste Services of Fort Worth, LLC, DBA Republic Services of Fort Worth to modify the household waste services, and authorizing the mayor to execute said agreement on behalf of the Town of Argyle.

PUBLIC HEARING ITEMS

14. Hold a public hearing and consider approval of Ordinance 2026-11 authorizing a Zoning Change Request (Z-25-003) from Community Retail (CR) to a Planned Development with a base zoning of Community Retail (CR) for the Heath Tract Planned Development District on a 141.67-acre tract of land, known as James P Heath Addition, Block A, Lot 1, located on the northeast corner of I-35W and FM 407 W in the Patrick Rock Survey, Abstract 1063, Town of Argyle, Denton County, Texas.

15. Hold a public hearing and consider approval of Ordinance 2026-13 authorizing a Future Land Use Plan amendment (FLUP-26-001) from Estate Residential 1-acre to Mixed Use on a 10.00-acre tract of land out of the S.A. Chambers Survey, Abstract No. 308, being the northern portion of the E. W. Yeck Addition, Lot 1R-1, Town of Argyle, Denton County, Texas.

16. Hold a public hearing and consider approval of Ordinance 2026-12 authorizing a Zoning Change Request (Z-26-001) from Single Family 2.5 acre Residential Estate (SF-2.5) to Local Retail (LR) for a 10.00-acre tract of land out of the S.A. Chambers Survey, Abstract No. 308, being the northern portion of the E. W. Yeck Addition, Lot 1R-1, Town of Argyle, Denton County, Texas.

17. Hold a public hearing and consider approval of Ordinance 2026-14 authorizing an ordinance amendment (FLUP-26-002) to the Thoroughfare Plan of the Town of Argyle Comprehensive Plan adopted June 17, 2024 as Ordinance 2024-17.

ACTION ITEMS

18. Discuss and consider the selection of a primary depository bank for the Town of Argyle and direct staff regarding preparation of a Depository Bank Services Agreement for consideration at a future meeting.

19. Discuss and consider a Site Plan request (SP-26-001) for the proposed Akshya Foods, LLC development and restaurant use, located at 606 N US Hwy 377, being on 0.36 acres of land, known as The Original Town of Argyle, Lots 5-10, Block 8, in the J. Davis Survey, Abstract 325, Town of Argyle, Denton County, Texas.

20. Discuss and consider approval of Resolution No. 2026-16 authorizing the selection of Kimley-Horn and Associates, Inc. to provide street maintenance and repairs engineering services; approving a Professional Services Agreement for such services in an amount not to exceed $285,000; authorizing the Town Manager to negotiate the agreement; and authorizing the Mayor to execute said agreement on behalf of the Town of Argyle.

21. Discuss and consider approval of Resolution No. 2026-17 authorizing the selection of Kimley-Horn and Associates, Inc. to serve as the Town Engineer and provide professional municipal engineering services in an amount not to exceed $330,000; approving a Professional Services Agreement for such services; authorizing the Town Manager to negotiate the agreement; and authorizing the Mayor to execute said agreement on behalf of the Town of Argyle.

DISCUSSION ITEMS

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

22. Discussion on an Employee Compensation Study conducted by CPS HR.

EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the Town Council may convene in a closed session. After the Executive Session, discussion on any of the following items, any final action or vote taken will be in public.

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:

23. BrandEra Agreement

Real Property

§551.072: Deliberate the purchase, exchange, lease, or value of real property:

24. Law Enforcement Center

25. 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):

26. Town Center District

27. Heath Tract Development

OPEN SESSION

In accordance with Texas Government Code, Section 551, the Town Council will reconvene into Open Session and consider action, if any, on matters discussed in Executive Session.

COUNCIL REQUESTED ITEMS

(Council requested items are for discussion only as a means for clarification and staff guidance. No action is to 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.)

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.

BUDGET STATEMENT: *(Applicable to any budget or tax-related items, pursuant to Section 551.043, Government Code.)*

For an average-valued homestead property ($569,250), the Town's portion of the property tax bill in dollars for the current fiscal year (FY2025) is $1,953.16, the Town's portion of the property tax bill for the upcoming fiscal year (FY2026) for the same property if the proposed budget is adopted is estimated to be $2,036.61, and the Town's portion of the property tax bill in dollars for the upcoming fiscal year (FY2026) for the same property if a budget funded at the no-new-revenue rate under Chapter 26, Tax Code, is adopted is estimated to be $1,936.39.

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 **March 17, 2026, by 5:00 p.m.** and remained posted for at least three (3) business days preceding the scheduled time of said meeting.

Erika McComis

Town Secretary

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

PROCLAMATION

International Dark Sky Week 2026

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and

WHEREAS, the experience of standing under a starry night sky inspires feelings of wonder and awe, encouraging a growing interest in science and nature, particularly among young people and visitors from outside the local communities; and

WHEREAS, light pollution has scientifically established economic and environmental consequences, which result in significant impacts on the ecology and human health of all communities; and

WHEREAS, light pollution represents a waste of natural resources amounting to roughly $3 billion per year of wasted energy in the United States and contributes to diminished energy security; and

WHEREAS, DarkSky International, the globally recognized authority on light pollution, recognizes International Dark-Sky Week to raise awareness of the effects of light pollution, provide free education, resources, and solutions to the public, and encourage the protection of and enjoyment of dark skies and responsible outdoor lighting.

NOW, THEREFORE, I, Ronald Schmidt, Mayor of the Town of Argyle hereby proclaim the week of April 13-20, 2026, as:

"International Dark Sky Week"

in the Town of Argyle and ask each resident to join me not only in observing and pondering upon this important week but also in raising awareness and support for protecting our precious dark sky as a resource.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the Town of Argyle to be affixed this 23rd day of March, 2026.

TOWN OF ARGYLE, TEXAS

_____

Ronald Schmidt, Mayor

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	March 23, 2026

PRESENTER:

Erika McComis, Town Secretary

ITEM DESCRIPTION:

Consider approval of the February 17, 2026, Town Council Meeting minutes as recorded.

BACKGROUND INFORMATION:

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

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Minutes

RECOMMENDED MOTION AND/OR ACTION:

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

FEBRUARY 17, 2026

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

MAYOR	RONALD SCHMIDT
COUNCIL MEMBER PLACE 1	GUSTAV SVEHLA
COUNCIL MEMBER PLACE 2	MARTIN BRADING
~~COUNCIL MEMBER PLACE 3~~	~~CHAD BOYD~~
COUNCIL MEMBER PLACE 4	CASEY STEWART
MAYOR PRO TEM, PLACE 5	CYNTHIA HERMANN
TOWN ATTORNEY	BRENDA MCDONALD
TOWN MANAGER	MIKE SIMS
TOWN SECRETARY	ERIKA MCCOMIS

CALL MEETING TO ORDER
Mayor Schmidt called the meeting to order at 5:35 p.m.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

1. Presentation of the Annual Financial Report for the fiscal year ending September 30, 2025, by Vail and Park P.C.

   Town Council received a presentation on the Town of Argyle's FY2025 Annual Financial Audit for the fiscal year ending September 30, 2025, as required by Texas Local Government Code, from Susan LaFollett with Vail and Park P.C. The independent auditor issued an unmodified, or clean, opinion on the Town's financial statements and reported no material weaknesses, significant deficiencies, or instances of noncompliance.

   The Town's total net position increased by $5,562,573 from the prior fiscal year, primarily due to increases in property tax, sales tax, and grant revenues. Governmental revenues increased 21 percent, while expenses increased 21 percent, largely attributable to public safety and public works. The General Fund ended the year with approximately 11 months of reserves, exceeding the Government Finance Officers Association recommendation of 3–6 months. The Water and Sewer Fund's unrestricted net position increased by 71 percent and represents approximately 17 months of reserves.

The auditor provided several recommendations, including presenting quarterly investment reports to Council in accordance with the Town's investment policy, strengthening documentation of cash receipt reviews, considering an increase to the capitalization threshold, and submitting the Annual Comprehensive Financial Report to the GFOA for the Certificate of Excellence in Financial Reporting by the March 31, 2026 deadline.

OPEN FORUM

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

No speakers.

CONSENT AGENDA

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

7. Consider approval of the January 15, 2026, Town Council Joint Workshop minutes as recorded.

8. Consider approval of the January 20, 2026, Town Council Meeting minutes as recorded.

9. Consider approval of Resolution 2026-04 authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents ($0.10) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

10. Consider approval of the 2025 racial profiling data compiled from traffic contacts made by the Argyle Police Department.

11. Consider approval of Resolution 2026-05 approving a Standby Disaster Debris Removal Services Agreement with Ceres Environmental Services, Inc., and authorization for the Town Manager to negotiate final terms consistent with the agreement; and authorization for the Mayor to execute the agreement and related documents on behalf of the Town of Argyle.

12. Consider approval of Resolution 2026-06 authorizing a Standby Disaster Debris Monitoring Services Agreement with DebrisTech, LLC, and authorization for the Town Manager to negotiate final terms consistent with the agreement; and authorization for the Mayor to execute the agreement and related documents on behalf of the Town of Argyle.

13. Consider approval of Resolution 2026-07 authorizing a Standby Disaster Recovery Consulting Services Agreement with Disaster Recovery Reimbursement Services, LLC, and authorization for the Town Manager to negotiate final terms consistent with the agreement; and authorization for the Mayor to execute the agreement and related documents on behalf of the Town of Argyle.

14. Consider approval of Resolution 2026-08 authorizing the termination of the existing Managed Information Technology Services Agreement, approving a short-term bridge agreement for Managed Information Technology Services, and authorizing the issuance of a Request for Proposals (RFP) for Managed Information Technology Services.

APPROVED

Councilmember Stewart moved to approve consent agenda as presented. Councilmember Svehla Hermann seconded the motion. The motion passed 4-0.

ACTION ITEMS

15. Dicuss and consider Resolution 2026-09 rescinding Resolution 2024-08 previously approving an interlocal agreement between the Town of Argyle and the City of Denton for traffic signal device maintenance services at Robson Ranch Road and Landmark Trail.

APPROVED

Councilmember Brading moved to approve Resolution 2026-09 as presented. Councilmember Svehla Hermann seconded the motion. The motion passed 4-0.

16. Discuss and consider approval of Resolution 2026-03 appointing members to the Capital Improvement Advisory Committee as required by Section 395.058 of the Texas Local Government Code.

Mayor Schmidt and Mr. Sims discussed applications and interest received by the Town for the Committee. Final members nominated by Council were Jon Donahue, Amy Cook, Doug Shanahan, Brad Fenley, and Scott Niven.

APPROVED

Councilmember Svehla moved to approve Resolution 2026-03 appointing the nominated members. Councilmember Brading Hermann seconded the motion. The motion passed 4-0.

PUBLIC HEARING

17. Hold a public hearing and consider action on a Site Plan Request (SP-25-009) with proposed variances to the Community Retail – (CR) zoning district standards, for the proposed Valley Creek Church, being on 7.45 acres of land, known as Valley Creek

Church Argyle, Lot 1, Block A, in the F.W. Thorton Survey, Abstract 1244, Town of Argyle, Denton County, Texas.

Mr. Wicks discussed the proposed development and site plan which includes construction of a 35,724 square foot church building, associated parking, and landscaping.

During the public hearing and discussion, Brad Lanham, the applicant, and Justin Landsdowne of McAdams Engineering addressed Council and responded to questions regarding the site layout, parking, landscaping, and requested variances and conditions.

Council was informed that the Planning and Zoning Commission recommended approval of the Site Plan with the following variances and conditions, with Council adding Condition C:

Variances

1. A variance request to the 50-foot landscape buffer requirement along Gateway Blvd to 10-foot.

2. A variance request to the 20-foot parking stall depth requirement to 18-foot.

3. A variance request to the 8-foot back-to-back landscape island width requirement for the northern most landscape islands to 6-foot back-to-back.

Conditions

A. That the applicant remove the northern most 28 parking spaces and increase the landscape buffer along FM 407 W to 28 feet in width and add a 3 foot berm in the same area.

B. That the applicant meet the Town's lighting and glare standards per Section 14.3.76.

C. (Added by Town Council) That full outdoor lighting may only be used when the building is in use and occupied, and that at any other time, only minimum safety lighting shall be in use.

Public Hearing closed at 7:11 p.m.

Public Hearing closed at 7:12 p.m.

APPROVED

Councilmember Brading moved to approve the Site Plan Request with proposed variances and conditions as discussed by Council. Mayor Pro Tem Hermann seconded the motion. The motion passed 4-0.

DISCUSSION ITEMS

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

18. Discussion regarding a proposed policy for allowing public use and rental of the Town's community room.

    Council and staff discussed a proposed policy regarding the public use and rental of the Town's community room. The discussion focused on considerations for allowing rentals, potential guidelines, and next steps for development of a formal policy

19. Discussion on Traffic Calming Measures.

    Council discussed traffic calming measures as part of the Town's ongoing thoroughfare planning and impact fee updates. Staff presented various traffic calming tools, including traffic circles, raised medians, chicanes, bulb-outs, visual narrowing, speed cushions, speed feedback signs, striping, and road closures, along with potential application areas such as Old Justin Road and C. Taylor Road. Further discussion and feedback will be conducted at future CPAC and CIAC meetings prior to the plan being presented to Council for consideration.

20. Discuss and review the monthly budget reports for December 2025.

    Council received and reviewed the FY 25-26 First Quarter Financial Report reflecting activity through December. In the General Fund, property tax collections were at 44 percent of budget, sales tax was at 25 percent in line with projections, and development and police revenues were trending above 30 percent of budget. Overall expenditures were generally aligned with the approved budget, with certain departments reflecting higher percentages due to annual or prior period payments made earlier in the fiscal year.

    Special Revenue Funds reported sales tax collections between 25 and 28 percent of budget, with limited expenditures to date. The Capital Improvement Fund reflected year-to-date expenses at 9 percent of budget and an estimated fund balance of approximately $4.1 million. The Utility Fund reported revenues at 29 percent of budget and expenses at 23 percent, with Harvest subdivision refund reimbursements concluding at the end of December.

    Also presented was the Town's first quarter investment report, outlining cash and investment balances by fund, current yields for bank deposits and TexPool, and total

year-to-date interest earned. Total combined cash and investment balances were reported at approximately $27.9 million, with year-to-date interest earnings of $254,737.

EXECUTIVE SESSION

At 8:38 p.m., the Town Council adjourned into executive session PURSUANT TO TEXAS GOVERNMENT CODE, ANNOTATED, CHAPTER 551, SUBCHAPTER D:

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:

2. Interlocal Cooperation Agreement with Belmont Fresh Water Supply District No. 2 for Law Enforcement Services

Real Property
§551.072: Deliberate the purchase, exchange, lease, or value of real property:

3. Town Center District

4. Law Enforcement Center

Personnel Matters
§551.074: Personnel matters (to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee):

5. Town Council Liaison

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

OPEN SESSION

At 9:51 p.m., the Town Council reconvened into open session. No Action was taken during the executive session.

Item 2. **APPROVED**
Councilmember Stewart moved to approve Resolution 2026-10 approving the

termination of the Residential Law Enforcement Services Interlocal Cooperation Agreement with Belmont Freshwater Supply District No. 2 as discussed in Executive Session. Councilmember Svehla seconded the motion. The motion passed 4-0.

Item 5. **APPROVED**

Councilmember Svehla moved to authorize the position of Town Council Liaison under purview of the Town Council and Mayor, to authorize staff to prepare the necessary budget amendment, and to grant the power to interview and hire to the Mayor. Mayor Pro Tem Hermann seconded the motion. The motion passed 4-0.

ADJOURN

There being no further business, Mayor Schmidt adjourned the meeting at 9:53 p.m.

_____
Ronald Schmidt, Mayor

_____
Erika McComis, Town Secretary

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	March 23, 2026

PRESENTER:

Erika McComis, Town Secretary/Town Treasurer

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Consider approval of Ordinance 2026-10 canceling the May 2, 2026 General Election and declaring each unopposed candidate elected to office.

BACKGROUND INFORMATION:

The Town of Argyle previously ordered a General Election to be held on May 2, 2026, for the purpose of electing Council Members for Place 1, Place 3, and Place 5. After the close of the filing period for candidates and the deadline for declaring write-in candidacies, each candidate who filed for these positions is unopposed.

Section 2.053 of the Texas Election Code allows a governing body to cancel an election and declare unopposed candidates elected when no opposition candidates or write-in candidates have filed and all filing deadlines have passed. In these situations, the governing body may adopt an ordinance declaring the candidates elected and canceling the election.

The proposed ordinance would cancel the May 2, 2026, General Municipal Election and declare Gustav Svehla elected to Council Member Place 1, Chad Boyd elected to Council Member Place 3, and Cynthia Hermann elected to Council Member Place 5, each to serve a two-year term.

Although the general election for council positions would be canceled, the Town will still conduct the May 2, 2026, election for two special election propositions. One proposition asks voters whether to continue the Town's street maintenance sales tax, and the second

proposition asks voters to consider extending the length of Town Council terms from two years to three years.

If adopted, the ordinance will also direct the Town Secretary to post a copy of the ordinance on election day at each polling location that would have been used for the general election, as required by the Texas Election Code.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Ordinance

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 2026-10.

TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2026-10

AN ORDINANCE CANCELING THE MAY 2, 2026, GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in accordance with law a general election has been ordered for May 2, 2026, for the purpose of electing Council Members for Place 1, Place 3, and Place 5 to serve on the Town Council in the Town of Argyle; and

WHEREAS, the Town secretary has certified in writing that each candidate on the ballot is unopposed for election to office; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy have passed; and

WHEREAS, in these circumstances, Title 1, Chapter 2, Section 2.053, of the Texas Election Code authorizes a governing body of a political subdivision by order of ordinance to declare each unopposed candidate elected to office and cancel the election; and

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

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

SECTION 1: The following candidates, who are unopposed in May 2, 2026, general election, are hereby declared elected to office, to each serve a full two-year term and shall be issued a certificate of election following the May 2, 2026, General Election Date and Official Canvass of the Election:

Gustav Svehla	-	Council Member, Place 1
Chad Boyd	-	Council Member, Place 3
Cynthia Hermann	-	Council Member, Place 5

SECTION 2: The May 2, 2026, General Municipal Election is hereby canceled, and the Town secretary is directed to cause a copy of this ordinance to be posted on election day at each polling place used or that would have been used in the election.

SECTION 3. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 4. The Mayor and Town Secretary are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out the cancellation of the election, whether or not expressly authorized herein.

SECTION 5: This ordinance shall be cumulative of all provisions of ordinances of the Town of Argyle, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6: It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 23rd DAY OF MARCH 2026.

_____

Ronald Schmidt, Mayor

ATTEST:

_____

Erika McComis, Town Secretary

CERTIFICATION OF UNOPPOSED CANDIDATES

I, Erika McComis, certify that I am the Town Secretary of the Town of Argyle, Texas, and am the authority responsible for preparing the official ballot for the May 2, 2026, General Election. I further certify that no person has made a declaration of write-in candidacy and all of the following candidates are unopposed:

Offices	Candidates
Councilmember Place 1	Gustav Svehla
Councilmember Place 3	Chad Boyd
Councilmember Place 5	Cynthia Hermann

_____
Signature

Erika McComis_____
Printed name

Town Secretary_____
Title

March 23, 2026_____
Date of signing

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	March 23, 2026

PRESENTER:

Erika McComis, Town Secretary/Town Treasurer

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Consider approving the cancellation of the regular Town Council meeting scheduled for July 2026 to allow for a summer recess for council, staff, and boards.

BACKGROUND INFORMATION:

In prior years, the Town Council has occasionally elected to cancel the regularly scheduled July council meeting to allow for a brief summer recess for both Council and staff. This practice provides an opportunity for a short mid-year break while continuing to maintain the Town's regular meeting schedule throughout the remainder of the year.

Canceling the July meeting does not prevent the Town Council from conducting business if necessary. Should time-sensitive matters arise, a special meeting may still be called in accordance with the Texas Open Meetings Act.

This agenda item is being presented for Council's consideration to determine whether the regular July 2026 Town Council meeting should be canceled. Staff will plan the agenda schedule accordingly and coordinate any necessary adjustments to ensure required items are brought forward at other regularly scheduled meetings.

FISCAL IMPACT:

☒ Not Applicable
☐ Proposed Expenditure:
☐ General Ledger Code:
☐ Proposed Revenue:

☐ Budget Amendment Required: No
☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

N/A

RECOMMENDED MOTION AND/OR ACTION:

Move to approve the cancelation of the July 2026 Regular Town Council Meeting.

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	March 23, 2026

PRESENTER:

Erika McComis, Town Secretary/Town Treasurer

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Consider acceptance of the Annual Financial Report for Fiscal year ending September 30, 2025 as presented by Vail and Park P.C.

BACKGROUND INFORMATION:

The Annual Financial Report for Fiscal Year ending September 30, 2025 was conducted by Vail & Park P.C. in accordance with Texas Local Government Code 103.001, which requires all municipalities to have their financial records audited annually, and a financial statement prepared based on the audit. The Town hired the accounting firm of Vail & Park, P.C. to perform this audit of the Town's finances, including the accompanying Public Improvement district (PID) #1 and #2.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Fiscal Year 2025 Audit

RECOMMENDED MOTION AND/OR ACTION:

Move to accept the Annual Financial Report for Fiscal Year 2025.



Town of Argyle, Texas

Annual Comprehensive Financial Report
As Prepared by: Finance Department
Fiscal Year Ended
September 30, 2025

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Town of Argyle, Texas

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the year ended September 30, 2025

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Introductory Section

For the Fiscal Year Ended
September 30, 2025

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January 23, 2026

The Honorable Mayor, Town Council Members, and the Citizens of Argyle:

Chapter 103 of the Texas Local Government Code requires a municipality to have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. This statutory requirement is addressed in the Town of Argyle Code of Ordinances, which includes the objective that the Town's financial statements provide a complete set of financial statements in conformance with generally accepted accounting principles (GAAP) and are audited in accordance with generally accepted auditing standards by a licensed certified public accountant(s). Accordingly, the basic financial statements for the Town of Argyle, Texas for the fiscal year ended September 30, 2025 are hereby issued.

The basic financial statements of the Town include all governmental activities, functions, and organizations for which it is financially accountable pursuant to, and as defined by, the Governmental Accounting Standards Board (GASB). Based on those criteria, no other governmental organizations are included in this report.

This report consists of management's representations concerning the finances of the Town. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making said representations, the Town has established an internal control framework that is designed both to protect the Town's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the Town's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Town's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance the financial statements will be free from material misstatements. As management, we assert that to the best of our knowledge and belief this financial report is complete and reliable in all material respects.

The Town's financial statements have been audited by Vail & Park, PC, an Independent Certified Public Accountants firm. The goal of the independent audit was to provide reasonable assurance that the financial statements of the Town, for the fiscal year ended September 30, 2025, are free of material misstatements. The independent audit involved examining on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statements. Based on the audit, the auditors concluded that there was a reasonable basis for rendering an unmodified opinion that the Town's financial statements for the fiscal year ended September 30, 2025 are fairly presented in conformity with GAAP. The auditors' report is presented as the first component of the financial section of this report.

GAAP requires management to provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The Town's MD&A can be found immediately following the report of the independent auditor.

Profile of the Town

The Town of Argyle, located in Denton County and founded in 1881, was incorporated in 1963 and is a Type "A" General Law municipality per Texas Local Government Code. The Town occupies approximately 11 square miles and has a current population of approximately 6,800, according to estimates from the North Central Texas Council of Governments (NCTCOG). Bordered on the west by Interstate Highway 35 and having both U.S. Highway 377 and FM 407 traversing through the heart of Argyle, the Town enjoys an excellent highway corridor plan that will eventually result in various mixed-use retail/commercial developments along the corridors while retaining the Town's "signature" rural-agricultural open space.

The Town operates under the Aldermanic form of government whereby the legislative and policy-making authority for the Town rests solely with the elected governing body, consisting of the Mayor and five Aldermen (Town Council Members), serving in positions 1 through 5. The Mayor and Council Members serve two-year staggered terms and are elected on an at-large basis. As part of the governing body's legislative and policy-making authority, it must adopt an annual operating budget and tax rate, approve Town ordinances and resolutions, appoint various advisory committees, and conduct operations consistent with state law and Town Ordinances.

During FY 25 the Town transitioned from an Interim Town Administrator to Town Manager and transitioned from a Finance Director to Town Treasurer position. The Town Manager was responsible for implementing the policies and ordinances enacted by the governing body, managing the day-to-day operations of the Town, and staffing the organization. This administration also includes operations of the Argyle Municipal Development District. The Town Treasurer oversees day-to-day financial operations.

The Town of Argyle voters have approved three local option sales and use tax proposals; consequently, the Town administers a Type B Municipal Development District (1/4 cent, including the ETJ), a Crime Control and Prevention District (1/4 cent), and a Street Maintenance Sales Tax (1/2 cent). The local option sales and use tax revenue generated for these purposes are used in accordance with their respective provisions of State Law. By law, the governing body appoints a Municipal Development District (MDD) Board of Directors and a Crime Control and Prevention District (CCPD) Board of Directors for the purpose of administering these programs. The Chief of Police serves as staff liaison to CCPD board.

Services Provided

The Town of Argyle provides general administration, police services, municipal court services, development and planning services, park maintenance, street and drainage maintenance, and wastewater collection system maintenance. Solid waste collection and recycling services are contracted through Republic Waste Services.

Other Provided Services

Fire and EMS is provided by Denton County Emergency Services District Number 1 and is funded through a District-wide property tax levy. The Argyle Water Supply Corporation provides water distribution and storage throughout the Town, as well as billing and collection of sewer service fees on behalf of the Town's Wastewater Utility for the majority of the wastewater customers. The Town has also contracted with the Town of Northlake for wastewater billing and collection of sewer service fees for the portion of Argyle's wastewater customers within the Canyon Falls Municipal

Utility District No. 1. The Town contracts with both the Trinity River Authority, The Town of Flower Mound, and the City of Denton for wastewater treatment services.

Economic Conditions and Outlook

As the regional economy continues to prosper, business activity and development interest in the Town continue as well. Significant factors in the Town's economic strength and continued high taxable values are the proximity to major job centers within the Dallas-Fort Worth (DFW) Metroplex, along with the importance of DFW International Airport and the Alliance Airport which are connected by a network of major highways. Another contributing factor to the Town's economic stability is the exemplary schools located in Argyle. Argyle ISD (AISD) is a highly ranked school district which has won eleven consecutive Lone Star Cups and thirteen overall, making them the consistent number one 4A school district in Texas. Liberty Christian School, also located in Argyle, has been awarded the Overall State Championship in football by the Texas Association of Private and Parochial Schools (TAPPS) five times, including back-to-back wins in 2023 and 2024. Both schools continue to attract residents to the Town.

Within the Town Limits, an approved residential development known as Argyle Landing is planned for construction in 2026. This development consists of 198 residential lots and 2 commercial lots to be built over the next few years. Individual lots are planned to be developed beginning in mid-2026. Staff anticipates a small but consistent pace of large-lot, large home residential permit activity in future years. For example, the Knight's Ridge project approved by Council calls for 25 homes on 75 acres with an average size per home of 5,000 square feet.

Currently, there are two large master planned residential communities outside the Town's limits, but within portions of the Town of Argyle's Extra Territorial Jurisdiction (ETJ). Extraterritorial jurisdiction by statute is defined as the unincorporated area that is contiguous to the corporate boundaries of the municipality and provides only limited legal ability of a government to exercise authority beyond its normal boundaries. Construction of the first phase of Harvest, a 3,000-lot master planned residential development west of Argyle, began in November 2012 and continues a strong pace of growth, providing customers for Argyle based businesses. All single-family residential phases in Harvest have been built except for a proposed Phase 13, which could include approximately 130 residential lots. The multifamily portion of the north side of the Harvest commercial area is also under construction with an anticipated build out of 349 units.

The Harvest Commercial area, approved for construction in Fall 2022, consists of 8 commercial lots on 66.6 acres. Businesses that have opened include Chase Bank, Chick-fil-a, and McDonalds. The Tom Thumb grocery store is under construction on the site, with an expected opening date of Summer 2026. Under a series of agreements, the Harvest Commercial area provides sales taxes to the Town of Argyle.

The Town has three distinct zones for retail store development and commercial property. Heritage, at the southwest corner of IH35W and Robson Ranch, is subject to a Development Agreement covering 123 acres with plans for both medical use and big box retail. Heath, at the northwest corner of IH35W and FM407 provides ample developable space for large-scale retail, a hotel district and surrounding office, restaurant, and commercial activity. Town Center, at the east side of the intersection of FM407 and US377 provides 60 acres of Town Center development potential which is the focus of a Town Center Area Plan, on-going at this time.

Budget

The budget was developed following a comprehensive review of our financial outlook, department needs, and projected economic conditions. It reflects our commitment to sound fiscal management while ensuring that critical services and infrastructure projects are adequately funded.

The FY 2024-2025 budget process involved several stages of review, starting with department-level budget requests and continuing through workshops that allowed for a thorough evaluation of expenditure priorities. This process was guided by a focus on long-term fiscal health and ensuring alignment with Argyle's strategic goals.

The total proposed budget for FY 2024-2025 was $12,777,391, representing a -9.38% decrease over the previous year's budget. The decrease reflects the reduction of one-time purchases while providing for the growing needs of the community, particularly in the areas of infrastructure and public safety. On the revenue side, property taxes remained the Town's largest revenue source, with growth projected due to new developments and rising property values. Sales tax revenues also increased, driven by economic activity within the community.

With Argyle's continued growth, maintaining and upgrading infrastructure remains a top priority. Funding for road improvements, water and wastewater system upgrades, and stormwater management projects are found in the General Fund, Capital Improvement Fund, and Wastewater Fund. These infrastructure investments are designed to support the current population and accommodate future growth, ensuring that development remains thoughtful and sustainable.

To effectively manage these projects and ensure a high level of service, Argyle included a 2% cost-of-living adjustment (COLA) for all staff and a merit-based increase of up to 3% in the FY25 Budget. Competitive salaries in the current economic environment help the Town attract and retain skilled employees who are essential for overseeing complex infrastructure improvements. The merit-based increases recognize individual contributions, encouraging staff to perform at high levels, which is critical as Argyle expands its infrastructure to meet growing demands.

Accounting System and Budgetary Control

The Town's accounting records for general governmental operations are maintained on a modified accrual basis, with the revenues being recorded when available and measurable. Expenditures are recorded when the services or goods are received, and the liabilities are incurred. Accounting records for the Town's utilities are maintained on an accrual basis.

In developing and maintaining the Town's accounting system, consideration is given to the adequacy of the internal control structure. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding: (1) the safeguarding of assets against loss from unauthorized use or disposition; and (2) the reliability of financial records for preparing financial statements and maintaining accountability of assets. The concept of reasonable assurance recognizes: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the evaluation of costs and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. We believe the Town's internal controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions. The Town continues to review additional procedures to enhance the current internal controls.

The annual program of services (budget) serves as the foundation of the Town's financial planning and control. State law requires the annual budget to be adopted by the Town Council before the start of the fiscal year. The proposed budget must be filed with the Town Secretary, for public review, no later than thirty (30) days before the date set for a public hearing by the Town Council to consider adoption of the annual program of services.

Prior to adoption, the Town Manager and department directors prepare program expenditure estimates for the remainder of the current fiscal year, as well as for the upcoming fiscal year which are compared to estimates of revenue for the same periods. Adjustments are made to the program expenditure estimates as necessary to ensure the proposed program of services is presented within total estimated revenue and available beginning revenue sources.

The Town Manager is authorized to transfer budgeted amounts between line items within any fund; however, any revisions altering the total approved expenditures of any fund must be approved by the Town Council.

Budgetary control has been established at the fund level. Financial reports are produced showing budget and actual expenditures by line item and are distributed monthly to the departmental management and to others upon request.

Individual line items are reviewed and analyzed for budgetary compliance. Personnel expenditures are monitored and controlled at the position level, and capital expenditures are monitored and controlled item by item. Revenue and expenditure budgets are reviewed monthly.

A budget-to-actual comparison for the General Fund is provided later in this report.

Debt Management

The Town funds its capital program from a combination of current revenues and capital debt. Street improvements are funded by a combination of capital debt and capital improvement fees. Annual debt service requirements for general obligation debt are well below the statutory legal limit of $1.50 per $100 assessed property value.

Cash Management

The Town utilizes its investment policy in the management of all cash. The Town's investment policy embraces current state regulations on the investment of public funds and authorizes the Town to invest in fully insured or collateralized certificates of deposit from the depository bank, direct obligations of the United States Government, obligations of an agency of the United States Government and local government investment pools. State law requires public funds deposits be collateralized. Collateral is monitored to ensure the market value of the pledged securities equals or exceeds 102% of the related deposit or investment balance. All collateral shall be subject to verification by the Town Treasurer and the Town's independent auditors.

Tax Appraisal/Collection Responsibilities

Under Texas law enacted in 1979, and subsequent revisions of the State Property Tax Code, the appraised value of taxable property in Argyle is established by the Denton County Appraisal District. The Town of Argyle and other taxing jurisdictions in Denton County provide a pro-rata share of the budgeted expenditures incurred by the Appraisal District, based on the individual levy. The Denton County Tax Assessor-Collector provides tax collection services for the Town and other taxing jurisdictions in Denton County.

Risk Management

Any municipal government is continuously exposed to risk of all kinds, including damage to public property and liability resulting from injury to persons and damage to their property. As a means of providing reasonable protection against these risks, the Town participates in the Texas Municipal League Joint Self-Insurance Fund for its property loss and liability coverage. As a member of the program, the Town is provided the most extensive protection available to Texas cities in the areas of comprehensive general liability, auto liability, losses to municipal building and contents, and for law enforcement and public officials' liability coverage.

Acknowledgments

The preparation of this report on a timely basis could not be accomplished without the efficient and dedicated services of the entire staff of the Town. We would like to express our appreciation to all staff members who assisted and contributed to its preparation. We would also like to thank the Mayor and Town Council members for their interest and support in planning and conducting the financial operations of the Town in a responsible and conservative manner.

Respectfully Submitted,

Mike Sims
Town Manager

Town of Argyle, Texas

List of Elected and Appointed Officials

As of September 30, 2025

Elected Officials

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

Appointed Officials

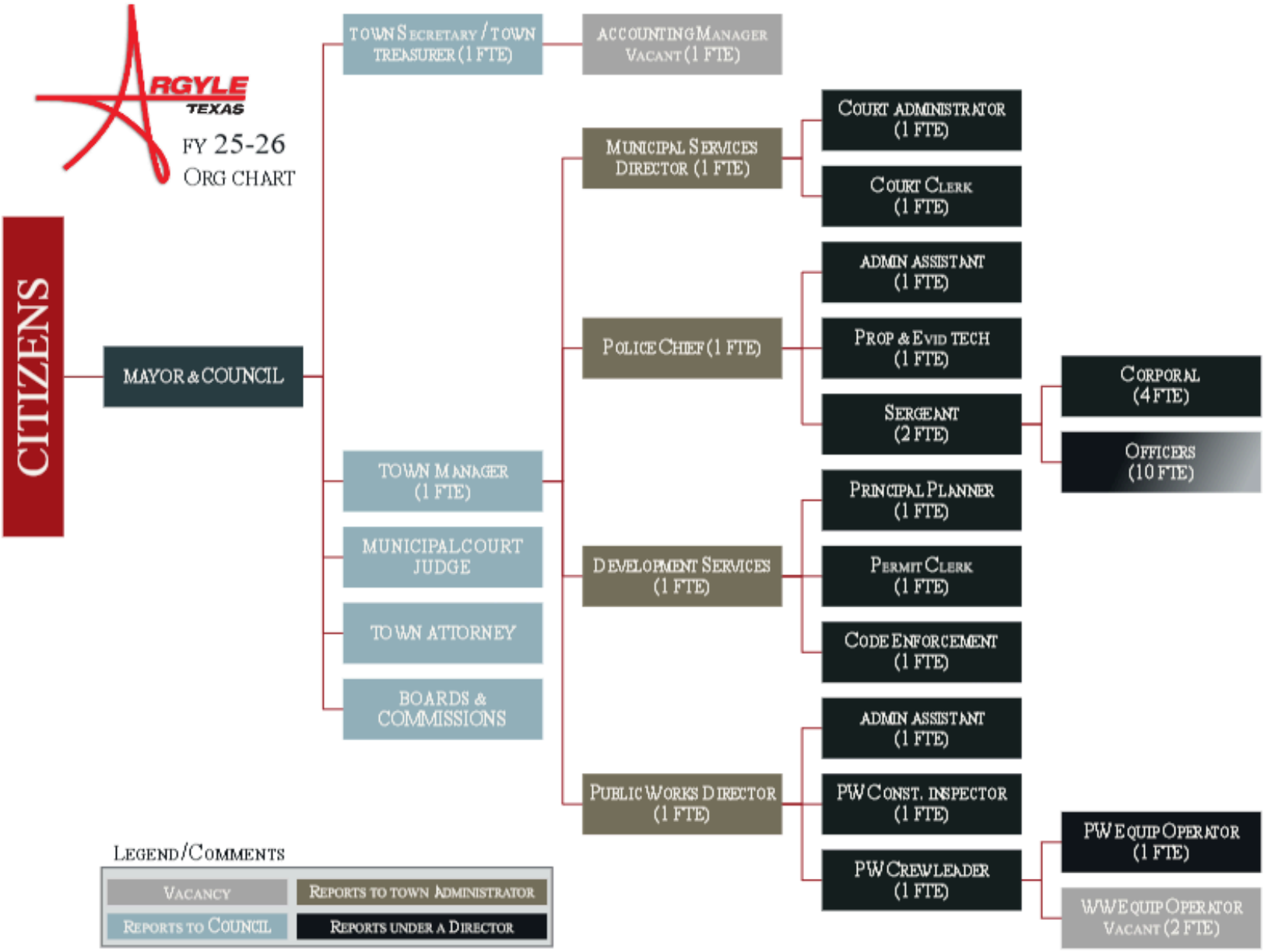
Town Manager	Mike Sims
Town Treasurer/Town Secretary	Erika McComis

Department Directors

Police Chief	Emmitt Jackson
Director of Community Services	Harrison Wicks
Director of Public Works	Bobby Johnston
Director of Municipal Services	Marissa Barrett

ARGYLE TEXAS

FY 25-26 ORG CHART



Financial Section

For the Fiscal Year Ended
September 30, 2025

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INDEPENDENT AUDITOR'S REPORT

To the Town Council and Town Manager
Town of Argyle, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Argyle, Texas (the "Town"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town, as of September 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter – Correction of an Error

As discussed in Note T, during the year ended September 30, 2025, the Town identified and corrected an error in accumulated depreciation for governmental infrastructure assets. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 17–26, general fund budgetary comparison information on page 81, and pension tables on pages 82–85 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The accompanying combining and individual nonmajor fund financial statements on pages 90-96 and the budgetary comparison information for the other funds for which the Town legally adopted a budget on pages 98-108, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and non-general fund budgetary comparison information are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section on pages 1-10 and the statistical section on pages 111-129 but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 17, 2026, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town's internal control over financial reporting and compliance.



Tom Bean, Texas

February 17, 2026

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Town of Argyle, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

Our discussion and analysis of the Town of Argyle's financial performance provides an overview of the Town's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the Town's financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the Town exceeded its liabilities and deferred inflows of resources at the close of the fiscal year by $58,330,731.
- The unrestricted net position at the close of the fiscal year is $10,250,272 and may be used to meet the Town's ongoing/unallocated obligations to citizens and creditors.
- The Town's total net position increased by $5,562,573. The increase in governmental activities of $5,555,901 is primarily due to increased sales taxes and permits. The increase in business-type activities of $6,672 is primarily due to decreased expenses.
- As of the close of the current fiscal year, the Town's governmental funds reported combined ending fund balances of $22,224,376. The fund balances increased overall by an amount of $6,360,850. This is primarily due to increased permit fees and sales taxes.
- At the end of the current fiscal year, the unassigned General Fund balance was $5,815,097, which was 90% of total FY25 General Fund budgeted expenditures.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The government-wide financial statements include the Statement of Net Position and Statement of Activities. These provide information about the activities of the Town as a whole and present a long-term view of the Town's financial condition. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

Fund financial statements report the Town's operations in more detail than the government-wide statements by providing information about the Town's most significant funds. Governmental fund statements tell how services were financed in short-term, as well as what resources remain for future spending. They reflect the flow of current financial resources and supply the basis for funding requests and the appropriations from the State. Proprietary fund financial statements report activity for the Town's wastewater operations.

The notes to the financial statements provide narrative explanations or additional data needed for full disclosures for the government-wide statements and the fund financial statements.

Reporting the Town as a Whole – Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities

Government-wide financial statements provide an analysis of the Town's overall financial condition and operation. The primary objective of these statements is to show whether the Town's financial condition has improved or deteriorated as a result of the year's activities.

The Statement of Net Position includes all the Town's assets and liabilities (including long-term items) while the Statement of Activities includes all the revenue and expenses generated by the Town's operations during the year. Government-wide statements utilize the accrual basis of accounting, which is the same method used by most private sector companies.

All the current year's revenue and expenses are taken into account regardless of when cash is received or paid. The Town's revenue is divided into the following categories: 1) charges for services; 2) operating grants and contributions; 3) capital grants and contributions; and 4) general revenues not associated with any specific program function. All of the Town's assets are reported whether they serve the current or future years. Liabilities are also reported regardless of whether they must be paid in the current or future years.

These two statements report the Town's net position and changes in it. The Town's net position (the difference between assets and liabilities) provides one measure of the Town's financial health. Over time, increases or decreases in the Town's net position are one indicator of whether its financial health is improving or deteriorating. To fully assess the overall health of the Town however, non-financial factors should also be considered, such as changes in the Town's request for services from citizens and the condition of the Town's facilities.

In the Statement of Net Position and the Statement of Activities, the Town has two kinds of activities:

Governmental Activities – Town services such as public safety, municipal court, public works, development services and general government are reported here. Town property taxes finance approximately 30% of these activities.

Business-Type Activities - The Town uses proprietary (business-type) funds to account for its wastewater services. The services are supported by monthly charges to citizens.

Reporting the Town's Most Significant Funds

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds. The Town's two kinds of funds - governmental and proprietary - use different accounting approaches.

Governmental Funds – The Town reports most of its basic services in governmental funds. Governmental funds use the modified accrual basis of accounting (a method that measures the receipt and disbursement of cash and other financial assets that can be readily converted to cash) and they report balances that are available for future spending. Governmental fund statements provide a detailed short-term view of the Town's general operations and the basic services it provides. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Proprietary Funds – The Town uses proprietary (business-type) funds to account for its wastewater operations. The full-accrual basis of accounting is used for all proprietary type funds.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Government-wide Statement of Net Position

Net position serves as one useful indicator of a government's financial position. In the case of the Town, net position totaled $58,330,731 at the close of FY25. Net assets increased from the prior year's balance by $5,562,573 or 11% during fiscal year 2025. This increase is primarily a result of increased sales taxes.

Town of Argyle, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

TABLE I NET POSITION

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
		(as restated)				*(as restated)*
Current and other assets	$ 22,951,305	$ 17,225,615	$ 4,071,850	$ 3,818,563	$ 27,023,155	$ 21,044,178
Capital assets, net of accumulated depreciation	30,725,142	31,753,866	9,893,422	10,297,497	40,618,564	42,051,363
Total assets	53,676,447	48,979,481	13,965,272	14,116,060	67,641,719	63,095,541
Deferred outflows of resources	274,750	517,963	13,750	-	288,500	517,963
Current payables & other liabilities	603,366	1,382,279	357,175	327,785	960,541	1,710,064
LT bonds and leases payable	6,385,146	6,794,727	2,134,881	2,313,650	8,520,027	9,108,377
Total liabilities	6,988,512	8,177,006	2,492,056	2,641,435	9,480,568	10,818,441
Deferred inflows of resources	113,251	26,905	5,669	-	118,920	26,905
Net assets						
Net investment in capital aset	24,346,996	25,195,203	7,758,541	7,989,334	32,105,537	33,184,537
Restricted net assets						
Debt retirement	1,208,285	735,397	-	-	1,208,285	735,397
Capital improvements	7,490,627	4,897,676	-	1,302,194	7,490,627	6,199,870
Street maintenance	3,787,025	2,832,951	-	-	3,787,025	2,832,951
Economic development	3,383,649	1,995,107	-	-	3,383,649	1,995,107
Court security and technology	105,336	-	-	-	105,336	-
Unrestricted	6,527,516	5,637,199	3,722,756	2,183,097	10,250,272	7,820,296
Total net position	$ 46,849,434	$ 41,293,533	$ 11,481,297	$ 11,474,625	$ 58,330,731	$ 52,768,158

The Town's net investment in capital assets is 55% of the Town's total net position. This includes all capital assets, net of related debt: land, construction in progress, buildings and improvements, general infrastructure, intangibles, vehicles and equipment, leases, and wastewater system, less outstanding debt used to acquire these assets. The Town uses capital assets to provide services to the citizens they serve; consequently, these assets are not available for future spending.

An additional portion of the Town's net position 27% represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position,* $10,250,272, may be used to meet the Town's ongoing obligations to citizens and creditors.

Town of Argyle, Texas

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

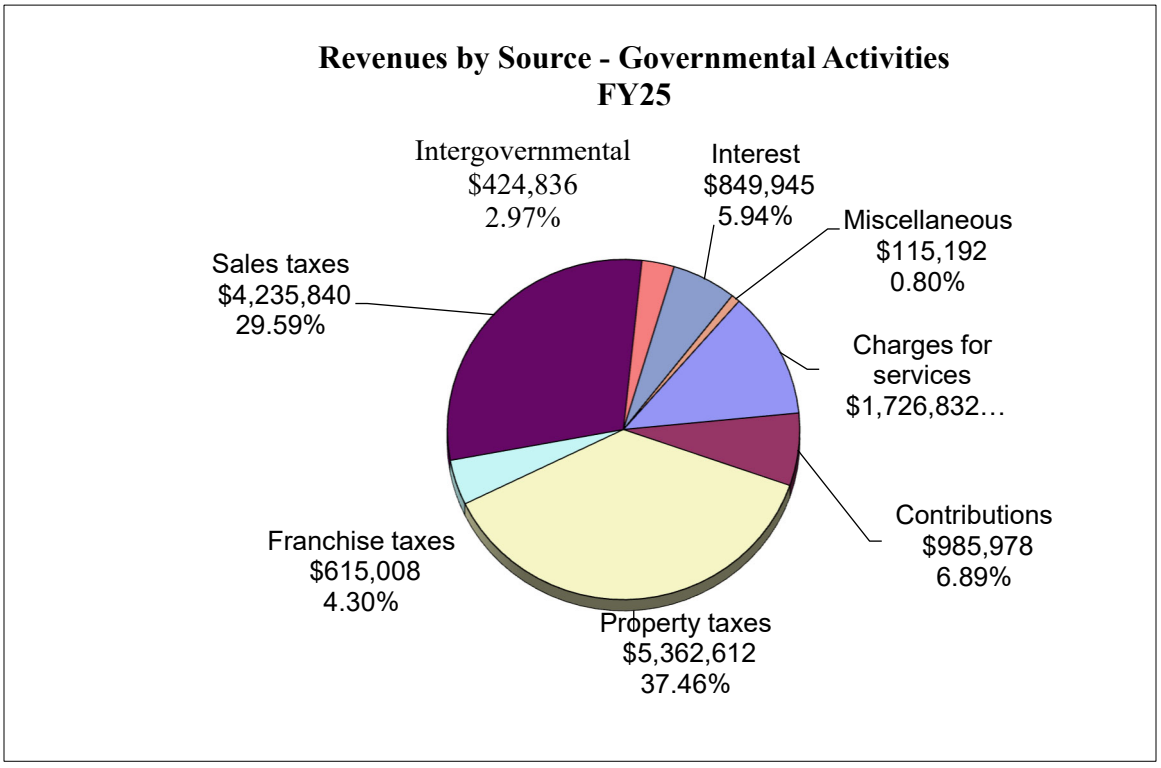
Government-wide Statement of Activities

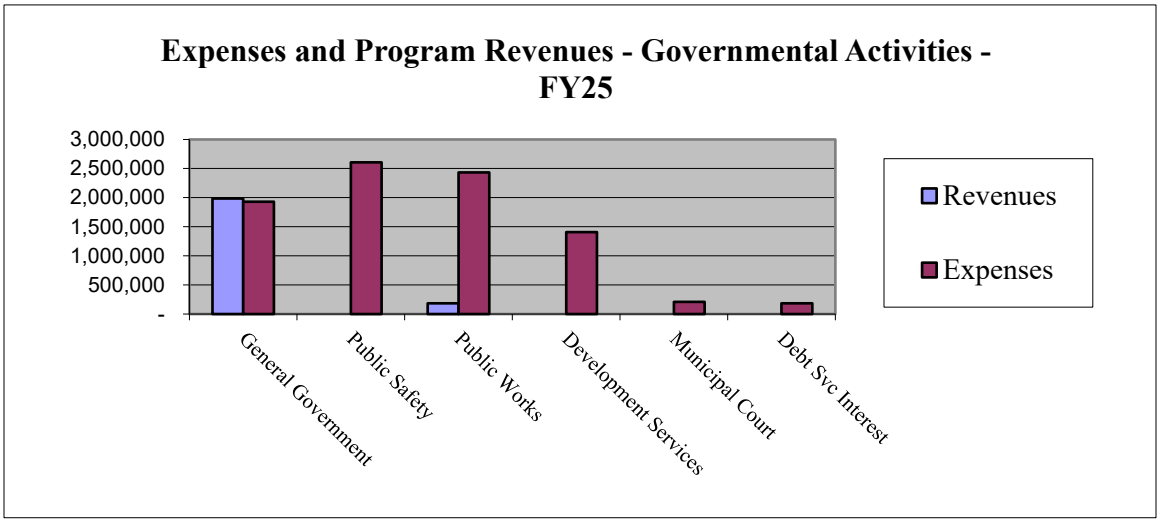
TABLE II
CHANGES IN NET POSITION

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:		*(as restated)*				*(as restated)*
Program revenues						
Charges for services	$ 1,726,832	$ 1,183,372	$ 2,436,895	$ 2,413,529	$ 4,163,727	$ 3,596,901
Operating grants and contributions	985,978	28,815	-	-	985,978	28,815
General revenues						
Property taxes	5,362,612	4,845,793	-	-	5,362,612	4,845,793
Sales taxes	4,235,840	3,580,700	-	-	4,235,840	3,580,700
Franchise and hotel taxes	615,008	630,996	-	-	615,008	630,996
Intergovernmental	424,836	251,021	-	-	424,836	251,021
Interest	849,945	1,064,503	170,007	177,659	1,019,952	1,242,162
Miscellaneous	115,192	234,309	-	-	115,192	234,309
Total revenues	14,316,243	11,819,509	2,606,902	2,591,188	16,923,145	14,410,697
Expenses:					-	-
General government	1,928,144	2,304,937	-	-	1,928,144	2,304,937
Public safety	2,604,455	2,466,131	-	-	2,604,455	2,466,131
Public works	2,433,835	1,413,299	-	-	2,433,835	1,413,299
Development services	1,405,208	762,433	-	-	1,405,208	762,433
Municipal court	206,536	151,550			206,536	151,550
Interest on long term debt	182,164	127,388	47,773	52,836	229,937	180,224
Wastewater utility	-	-	2,552,457	2,712,193	2,552,457	2,712,193
Total expenses	8,760,342	7,225,738	2,600,230	2,765,029	11,360,572	9,990,767
Increase (decrease) in net assets before trans	5,555,901	4,593,771	6,672	(173,841)	5,562,573	4,419,930
Net transfers	-	221,644	-	(221,644)	-	-
Increase (decrease) in net position	5,555,901	4,815,415	6,672	(395,485)	5,562,573	4,419,930
Net position - beginning, as originally stated	42,162,554	36,693,224	11,474,625	11,870,110	53,637,179	48,563,334
Prior period adjustment	(869,021)	(215,106)	-	-	(869,021)	(215,106)
Net position - beginning, as restated	41,293,533	36,478,118	11,474,625	11,870,110	52,768,158	48,348,228
Net position - ending	$ 46,849,434	$ 41,293,533	$ 11,481,297	$ 11,474,625	$ 58,330,731	$ 52,768,158

Governmental Activities

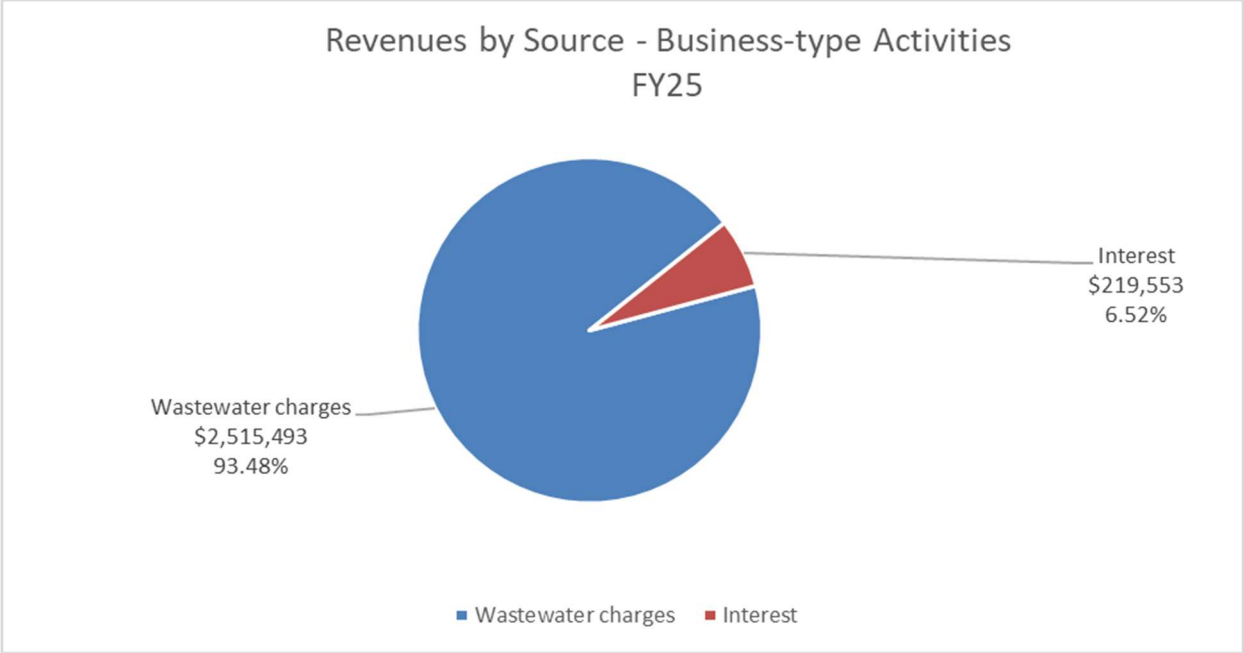
Governmental activities increased the net position of the Town by $5,555,901. Unrestricted net position – the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – was $6,527,516 for governmental activities.

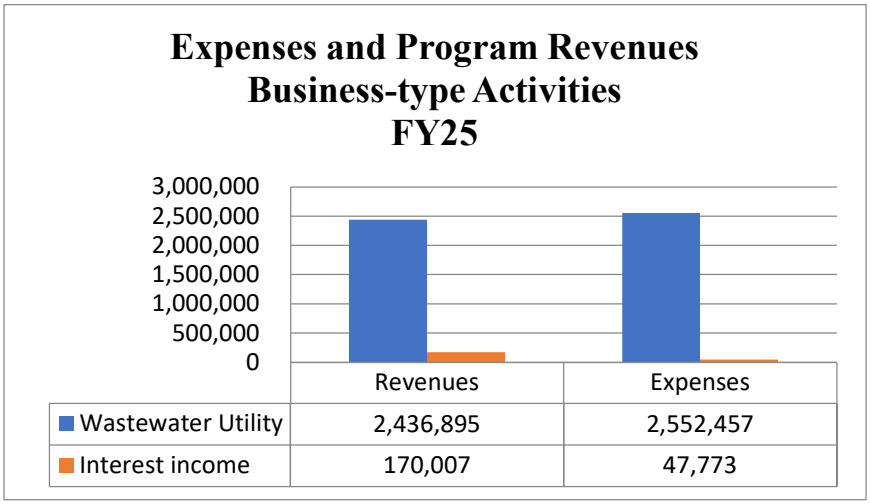




Business-type Activities

Business-type activities net position of the Town increased by $6,672.





FINANCIAL ANALYSIS OF THE TOWN'S FUNDS

As the Town completed the year, its combined governmental funds, as presented in the balance sheet, reported a combined fund balance of $22,224,376. This represents an increase of $6,360,850 from the prior fiscal year.

Revenues for the Town's general fund were $9,365,526, while total expenses before transfers were $6,252,908. Other financing sources (uses) include a budgeted transfer from the General Fund of $1,389,828 to the Capital Improvements Fund. Transfers to the General Fund included $100,000 from the Street Maintenance Fund, $162,650 from nonmajor governmental funds, and $47,003 from the MDD Fund for the FY 2025.

Factors concerning the finances of the wastewater business-type fund were addressed in the previous discussion of the Town's business-type activities.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

TABLE III
TOWN OF ARGYLE CAPITAL ASSETS (NET OF DEPRECIATION)

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
		(as restated)				*(as restated)*
Land	$ 4,803,276	$ 4,803,277	$ -	$ -	$ 4,803,276	$ 4,803,277
Construction in progress	68,213	-	53,093	$ -	121,306	-
Buildings and improvements	1,369,616	1,553,580	-	-	1,369,616	1,553,580
Infrastructure	23,949,479	24,874,095	-	-	23,949,479	24,874,095
Intangibles	-	3,087	-	3,088	-	6,175
Vehicles and equipment	494,816	445,664	172,953	198,559	667,769	644,223
Graveyard branch collection system	-	-	271,472	288,617	271,472	288,617
Wastewater system	-	-	9,395,904	9,807,233	9,395,904	9,807,233
Leased Assets	-	5,304	-	-	-	5,304
Subscription Assets	39,742	68,859	-	-	39,742	68,859
Total	$ 30,725,142	$ 31,753,866	$ 9,893,422	$ 10,297,497	$ 40,618,564	$ 42,051,363

Governmental activities capital assets had a net decrease of $1,897,745 from FY 2024. The decrease is due to annual depreciation expense of $1,330,393.

Business-type activities capital assets had a net decrease of $404,075 from FY 2024. The decrease is a combination of additions to Construction in progress and normal capital purchases and dispositions as well as the annual depreciation expense of $457,168. See *Note H to Financial Statements* for more detailed information on capital asset activity.

Long-term Debt

TABLE IV
TOWN OF ARGYLE OUTSTANDING DEBT

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Bonds payable	$ 5,560,404	$ 6,489,804	$ 2,134,881	$ 2,308,163	$ 7,695,285	$ 8,797,967
Notes payable	785,000	-	-	-	785,000	-
Leases payable	-	5,242	-	-	-	5,242
Compensated absences	133,842	94,290	726	4,040	134,568	98,330
Subscription liability	39,742	68,859	-	-	39,742	68,859
	$ 6,518,988	$ 6,658,195	$ 2,135,607	$ 2,312,203	$ 8,654,595	$ 8,970,398

On September 30, 2025, the Town had bonds payable, leases and accrued compensated absences outstanding of $8,654,595. The decrease of $315,595 is a result of principal payments made during the year, reduced by the issuance of new debt. Debt service payments made include payment on refunded debt. See *Note J to Financial Statements* for more detailed information on long-term debt activity.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS

The Town of Argyle enters Fiscal Year 2025–2026 in a position of financial stability amid continued regional growth pressures across North Texas. While the Dallas–Fort Worth Metroplex continues to experience rapid expansion, Argyle remains committed to an intentional growth strategy that prioritizes rural character, infrastructure readiness, and long-term sustainability over rapid or speculative development. This approach continues to shape both the Town's revenue structure and expenditure priorities.

Argyle's local economy is supported by a strong residential tax base, high rates of homeownership, and a median household income well above regional and state averages. Property values have continued to grow steadily, driven primarily by residential development and rising appraisals rather than commercial intensity. At the same time, sales tax revenues have demonstrated consistent, moderate growth, reflecting the Town's strategy of attracting value-aligned businesses that serve residents without altering the community's character. This deliberate approach has produced reliable revenue growth while avoiding volatility commonly associated with high-density commercial development.

The FY 2025–2026 Budget was developed conservatively, acknowledging inflationary pressures, rising utility and infrastructure costs, and uncertainty in broader economic conditions. Revenue projections remain cautious, ensuring that ongoing operations are supported by recurring revenues rather than one-time resources. Expenditure decisions emphasize maintenance, operational clarity, and foundational services rather than expansion, allowing the Town to preserve service levels while strengthening internal processes.

The Town Council adopted a slightly reduced property tax rate for FY 2025–2026, maintaining stability for taxpayers while responsibly managing existing and planned debt obligations. As older debt obligations sunset, capacity is created to finance future capital priorities, such as Streets, Town Center and Police Department Building, without increasing the property tax rate. This approach reflects the Town's long-standing commitment to affordability, transparency, and disciplined debt management.

Strong fund balances across all major funds continue to provide resilience against economic fluctuations and flexibility for strategic investment. Rather than relying on reserves for recurring operations, the Town uses fund balance intentionally for one-time capital projects and infrastructure investments that support long-term efficiency and community benefit. This financial posture positions Argyle to navigate economic uncertainty while remaining focused on its core values of stewardship, thoughtful growth, and preservation of its rural identity.

FY 2025–2026 Budget Highlights

- Maintains a stable and slightly reduced property tax rate while supporting long-term capital planning and debt management
- Continue conservative revenue projections supported by steady residential growth and value-aligned sales tax activity
- Prioritizes infrastructure maintenance and reliability, including wastewater, drainage, and street preservation
- Advances planning and early-phase development for the Town Center and Police Department Building as a long-term civic investment
- Preserves strong fund balances across all major funds, exceeding adopted reserve policy thresholds
- Reinforces Argyle's commitment to intentional, protected, and strategic growth that preserves rural character and quality of life

CONTACTING THE TOWN'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the Town's finances and to show the Town's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Town of Argyle, Attn: Finance Director, P.O. Box 609, Argyle, TX 76226.



Basic Financial Statements

For the Fiscal Year Ended
September 30, 2025

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Town of Argyle, Texas

STATEMENT OF NET POSITION

As of September 30, 2025

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
Assets			
Cash and investments	$ 8,844,477	$ 2,747,568	$ 11,592,045
Receivables (net of allowances)	1,085,016	183,958	1,268,974
Internal balances	83,520	(83,520)	-
Restricted assets:			
Cash and cash equivalents	12,723,084	1,213,074	13,936,158
Capital assets (net of acc. depreciation)			
Non-depreciable	4,871,489	53,093	4,924,582
Net depreciable capital assets	25,853,653	9,840,329	35,693,982
Net pension asset	215,208	10,770	225,978
Total Assets	53,676,447	13,965,272	67,641,719
Deferred Outflows of Resources			
Deferred outflows - pension	274,750	13,750	288,500
Total Deferred Outflows of Resources	274,750	13,750	288,500
Liabilities			
Accounts payable	270,637	193,871	464,508
Accrued liabilities	177,324	158,354	335,678
Interest payable	21,563	4,224	25,787
Compensated absences	133,842	726	134,568
Noncurrent liabilities:			
Debt due within one year	1,483,882	183,283	1,667,165
Debt due in more than one year	4,901,264	1,951,598	6,852,862
Total Liabilities	6,988,512	2,492,056	9,480,568
Deferred Inflows of Resources			
Deferred inflows - pension	113,251	5,669	118,920
Total Deferred Inflows of Resources	113,251	5,669	118,920
Net Position			
Net investment in capital assets	24,346,996	7,758,541	32,105,537
Restricted	15,974,922	-	15,974,922
Unrestricted	6,527,516	3,722,756	10,250,272
Total Net Position	$ 46,849,434	$ 11,481,297	$ 58,330,731

The accompanying notes are an integral part of this statement.

Town of Argyle, Texas

STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2025

		Program Revenues		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary Government:				
Governmental activities:				
General government	$ 1,928,144	$ 997,889	$ 985,978	$ -
Streets and parks	1,128,946	181,656	-	-
Court	206,536	547,287	-	-
Public safety	2,604,455	-	-	-
Economic development	1,405,208	-	-	-
Public works	1,304,889	-	-	-
Interest and charges on long-term debt	182,164	-	-	-
Total governmental activities	8,760,342	1,726,832	985,978	-
Business-type activities:				
Water and sewer	2,600,230	2,436,895	-	-
Total business-type activities	2,600,230	2,436,895	-	-
Total primary government	$ 11,360,572	$ 4,163,727	$ 985,978	$ -

General Revenues and Transfers:	
Property taxes	
Sales taxes	
Franchise taxes	
Hotel/motel taxes	
Unrestricted investment earnings	
Other revenue	
Intergovernmental	
Total General Revenues and Transfers	
Change in Net Position	
Beginning Net Position, as originally stated	
Cumulative effect - error correction	
Beginning Net Position, as restated	
Ending Net Position	

The accompanying notes are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position		
Primary Government		
Governmental Activities	Business-type Activities	Total
$ 55,723		$ 55,723
(947,290)		(947,290)
340,751		340,751
(2,604,455)		(2,604,455)
(1,405,208)		(1,405,208)
(1,304,889)		(1,304,889)
(182,164)		(182,164)
(6,047,532)		(6,047,532)
-	$ (163,335)	(163,335)
-	(163,335)	(163,335)
(6,047,532)	(163,335)	(6,210,867)
5,362,612	-	5,362,612
4,235,840	-	4,235,840
611,866	-	611,866
3,142	-	3,142
849,945	170,007	1,019,952
115,192	-	115,192
424,836	-	424,836
11,603,433	170,007	11,773,440
5,555,901	6,672	5,562,573
42,143,512	11,474,625	53,618,137
(869,021)	-	(869,021)
41,293,533	11,474,625	52,768,158
$ 46,849,434	$ 11,481,297	$ 58,330,731

Town of Argyle, Texas

BALANCE SHEET
GOVERNMENTAL FUNDS
As of September 30, 2025

	General Fund	Debt Service Fund	Capital Projects Fund
Assets			
Cash and investments	$ 5,818,833	$ 1,107,076	$ 4,363,057
Receivables (net):			
Sales taxes	353,229	-	-
Franchise	192,719	-	-
Other	126,280	71	-
Property taxes	44,960	18,800	-
Due from other funds	-	221,644	-
Total Assets	6,536,021	1,347,591	4,363,057
Liabilities			
Accounts payable	202,160	-	43,460
Accrued liabilities	177,324	-	-
Due to other funds	296,480	120,506	-
Total Liabilities	675,964	120,506	43,460
Deferred Inflows of Resources			
Unavailable revenues due to property tax and other	44,960	18,800	-
Total Deferred Inflows of Resources	44,960	18,800	-
Fund Balances			
Restricted for:			
Debt service	-	1,208,285	-
Capital improvements	-	-	4,319,597
Street maintenance	-	-	-
Economic development	-	-	-
Court security and technology	-	-	-
Committed	-	-	-
Unassigned	5,815,097	-	-
Total Fund Balances	5,815,097	1,208,285	4,319,597
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 6,536,021	$ 1,347,591	$ 4,363,057

The accompanying notes are an integral part of this statement.

Street Maintenance Fund	Roadway Impact Fees Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ 3,613,328	$ 3,171,030	$ 3,494,237	$ 21,567,561
173,697	-	175,260	702,186
-	-	-	192,719
-	-	-	126,351
-	-	-	63,760
-	-	278,862	500,506
3,787,025	3,171,030	3,948,359	23,153,083
-	-	25,017	270,637
-	-	-	177,324
-	-	-	416,986
-	-	25,017	864,947
-	-	-	63,760
-	-	-	63,760
-	-	-	1,208,285
-	3,171,030	-	7,490,627
3,787,025	-	-	3,787,025
-	-	3,383,649	3,383,649
-	-	105,336	105,336
-	-	434,357	434,357
-	-	-	5,815,097
3,787,025	3,171,030	3,923,342	22,224,376
$ 3,787,025	$ 3,171,030	$ 3,948,359	$ 23,153,083

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Town of Argyle, Texas

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
As of September 30, 2025

Total Fund Balances - Governmental Funds Balance Sheet	$ 22,224,376
Adjustments for the Statement of Net Position	
Capital and right to use assets used in governmental activities are not financial resources. Therefore, they are not reported in the governmental funds.	
Capital assets - non-depreciable	4,871,489
Capital assets - net depreciable	25,853,653
Other long-term assets are not available to pay for current-priod expenditures and, therefore, are deferred in the governmental funds.	
Property taxes	63,760
Some liabilities, including bonds payable, accrued interest payable, and pension and OPEB liabilities are not reported as liabilities in the governmental funds.	
Accrued interest	(21,563)
Net pension asset	215,208
Compensated absences	(133,842)
Long-term debt due in one year	(1,483,882)
Long-term debt due in more than one year	(4,901,264)
Deferred outflows (inflows) of resources, represent a consumption (acquisition) of net position that applies to a future period(s) and is not recognized as an outflow of resources (expense/expenditure)/(revenue) until then.	
Pension outflows	274,750
Pension inflows	(113,251)
Net Position of Governmental Activities	$ 46,849,434

The accompanying notes are an integral part of this statement.

Town of Argyle, Texas

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2025

	General Fund	Debt Service Fund	Capital Improvements Fund
Revenues			
Taxes:			
Property taxes, penalties, and interest	$ 3,498,832	$ 1,463,552	-
Sales taxes	2,116,205	-	-
Franchise taxes	611,866	-	-
Licenses and permits	997,889	-	-
Contributions & grants	932,328	-	-
Interest	233,761	63,512	109,491
Fines	518,454	-	-
Intergovernmental	424,836	-	-
Other	1,840	-	1,128
Park development fees	29,515	-	-
Charges for services	-	-	-
Total Revenues	9,365,526	1,527,064	110,619
Expenditures			
Current:			
Public safety	2,367,963	-	-
Economic development	1,041,998	-	-
General government	1,422,938	1,851	-
Public works	1,156,401	-	43,601
Court	196,869	-	-
Streets	-	-	-
Parks	-	-	-
Capital outlays	51,112	-	-
Debt service:			
Principal	15,627	895,000	-
Interest and fiscal charges	-	157,325	33,720
Total Expenditures	6,252,908	1,054,176	77,321
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,112,618	472,888	33,298
Other Financing Sources (Uses)			
Lease proceeds	-	-	785,000
Proceeds from sale of capital assets	-	-	139,693
Transfers in	309,653	-	1,389,828
Transfers out	(1,389,828)	-	-
Total Other Financing Sources (Uses)	(1,080,175)	-	2,314,521
Net Change in Fund Balances	2,032,443	472,888	2,347,819
Beginning Fund Balances, as originally stated	3,783,751	735,397	1,971,778
Adjustments	(1,097)	-	-
Beginning fund balance, as restated	3,782,654	735,397	1,971,778
Ending Fund Balances	$ 5,815,097	$ 1,208,285	$ 4,319,597

The accompanying notes are an integral part of this statement.

Street Maintenance Fund	Roadway Impact Fees Fund	Nonmajor Governmental Funds	Total Governmental Funds
$ -	$ -	$ 367,002	$ 5,329,386
1,040,068	-	1,079,567	4,235,840
-	-	-	611,866
-	-	-	997,889
-	-	53,650	985,978
141,076	133,528	168,577	849,945
-	-	28,833	547,287
-	-	-	424,836
-	111,604	620	115,192
-	-	12,448	41,963
-	-	3,142	3,142
1,181,144	245,132	1,713,839	14,143,324
-	-	95,447	2,463,410
-	-	367,003	1,409,001
-	-	434,051	1,858,840
-	-	-	1,200,002
-	-	10,542	207,411
127,070	-	-	127,070
-	-	19,360	19,360
-	-	250,557	301,669
-	-	18,732	929,359
-	-	-	191,045
127,070	-	1,195,692	8,707,167
1,054,074	245,132	518,147	5,436,157
-	-	-	785,000
-	-	-	139,693
-	-	-	1,699,481
(100,000)	-	(209,653)	(1,699,481)
(100,000)	-	(209,653)	924,693
954,074	245,132	308,494	6,360,850
2,832,951	2,925,898	3,594,709	15,844,484
-	-	20,139	19,042
2,832,951	2,925,898	3,614,848	15,863,526
$ 3,787,025	$ 3,171,030	$ 3,923,342	$ 22,224,376

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Town of Argyle, Texas

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATE OF ACTIVITIES

For the Year Ended September 30, 2025

Net Change in Fund Balances - Total Governmental Funds	$ 6,360,850
Amounts reported for governmental activities in the Statement of Activities ("SOA") are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets are allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlays	301,669
Depreciation and amortization expense	(1,330,393)
Governmental funds repayment of debt principal as an expenditure and proceeds of new debt as a financing source. However, in the Statement of Activities, these transactions are only considered changes in long-term debt balances. Also, governmental funds report the effect of premiums, discounts, and similar items when they are first issued; whereas, the amounts are deferred and amortized in the Statement of Activities.	
Long-term debt repaid in current year	929,359
Deferred charges on bond refunding	40,679
Lease proceeds	(785,000)
Amortization of bond premium	34,401
Governmental funds report some prior year tax and court revenues as income in the current year. However, in the Statement of Activities, the revenue is recognized in the year in which it is earned.	33,226
Accrued long term debt interest is not recorded in the govermental fund financials but the increase in the balance is recognized for the full accrual government-wide financial statements as interest expense.	(18,519)
Changes to accrued compensated absenses are not shown in the fund financial statements. The net effect of the current year increase is to decrease net position.	(39,552)
Full accrual based pension expense is not recorded in the governmental fund financials but the (increase) decrease from adjusting the City's contribution expense is realized on the government-wide financial statements.	29,181
Change in Net Position of Governmental Activities	$ 5,555,901

The accompanying notes are an integral part of this statement.

Town of Argyle, Texas

STATEMENT OF NET POSITION
PROPRIETARY FUND
As of September 30, 2025

	Wastewater Utility Funds
Assets	
Current Assets:	
Cash and investments	$ 2,747,568
Receivables (net of allowances for uncollectible):	
Accounts	183,958
Due from other funds	138,124
Total Current Assets	3,069,650
Noncurrent Assets:	
Restricted cash and cash equivalents	1,213,074
Capital assets:	
Non-depreciable	53,093
Net depreciable capital assets	9,840,329
Net pension liability	10,770
Total Noncurrent Assets	11,117,266
Total Assets	14,186,916
Deferred Outflows of Resources	
Deferred outflows - pension	13,750
Total Deferred Outflows of Resources	13,750
Liabilities	
Current Liabilities:	
Accounts payable	193,871
Accrued liabilities	158,354
Due to other funds	221,644
Accrued interest	4,224
Compensated absences	726
Current portions of long-term debt	183,283
Total Current Liabilities	762,102
Noncurrent Liabilities:	
Bonds and certificates of obligation payable (net)	1,951,598
Total Noncurrent Liabilities	1,951,598
Total Liabilities	2,713,700
Deferred Inflows of Resources	
Deferred inflows - pension	5,669
Total Deferred Inflows of Resources	5,669
Net Position	
Net investment in capital assets	7,758,541
Unrestricted	3,722,756
Total Net Position	$ 11,481,297

The accompanying notes are an integral part of this statement.

Town of Argyle, Texas

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - PROPRIETARY FUND

For the Year Ended September 30, 2025

	Wastewater Utility Funds
Operating Revenues	
Sewer service	$ 2,134,811
Connection and impact fees	277,451
Inspection fees	24,633
Total Operating Revenues	2,436,895
Operating Expenses	
Contract services	1,761,195
Depreciation	457,168
Personnel services	169,859
Maintenance	86,717
Utilities	39,139
Materials, supplies, and services	38,379
Total Operating Expenses	2,552,457
Operating Income (Loss)	(115,562)
Nonoperating Revenues (Expenses)	
Interest income	170,007
Interest expense	(47,773)
Total Nonoperating Revenues (Expenses)	122,234
Income before Capital Contributions and Transfers	6,672
Total Transfers	-
Change in Net Position	6,672
Beginning Net Position	11,474,625
Ending Net Position	$ 11,481,297

The accompanying notes are an integral part of this statement.

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Town of Argyle, Texas

STATEMENT OF CASH FLOWS
PROPRIETARY FUND
For the Year Ended September 30, 2025

	Wastewater Utility Funds
Cash Flows from Operating Activities:	
Cash Received from Customers	$ 2,625,364
Cash Payments to Suppliers for Goods and Services	(1,912,925)
Cash Payments to Employees for Services	(155,768)
Net Cash Provided (Used) by Operating Activities	556,671
Cash Flows from Non-capital and Related Financing Activities:	
Cash paid on behalf of other funds	(159,029)
Net Cash Provided (Used) by Non-Capital & Related Financing Activities	(159,029)
Cash Flows from Capital and Related Financing Activities:	
Principal and Interest Paid	(221,694)
Acquisition or Construction of Capital Assets	(53,093)
Net Cash Provided (Used) by Capital and Related Financing Activities	(274,787)
Cash Flows from Investing Activities:	
Interest received	170,007
Net Cash Provided (Used) by Non-Capital & Related Financing Activities	170,007
Net Increase (decrease) in Cash, Cash Equivalents and Restricted Cash	292,862
Cash, Cash Equivalents and Restricted Cash at Beginning of the Year	
Unrestricted Cash and Investments	2,365,586
Restricted Cash	1,302,194
	3,667,780
Cash, Cash Equivalents and Restricted Cash at End of the Year	
Unrestricted Cash and Investments	2,747,568
Restricted Cash	1,213,074
	$ 3,960,642
Reconciliation of Operating Income to Net Cash Provided by Operating Activities:	
Operating Income (Loss)	46,515
Depreciation and Amortization	457,168
Change in Assets and Liabilities:	
Decrease (Increase) in Receivables	188,469
Decrease (Increase) in Deferred Outflows of Resources	(13,750)
Increase (Decrease) in Accounts Payable	(51,372)
Increase (Decrease) in Deferred Inflows of Resources	5,669
Increase (Decrease) in Accrued Liabilities	(82,038)
Increase (Decrease) in Accrued Compensation	(4,760)
Increase (Decrease) in Net Pension Liability	10,770
Total Adjustments	510,156
Net Cash Provided (Used) by Operating Activities	$ 556,671

The accompanying notes are an integral part of this statement.

Town of Argyle, Texas

STATEMENT OF FIDUCIARY NET POSITION - FIDUCIARY AGENCY FUNDS
ARGYLE PUBLIC IMPROVEMENT DISTRICTS (PID)
As of September 30, 2025

	Highlands PID	Waterbrook PID	Total Agency Funds
Assets			
Restricted cash and cash equivalents	$ 830,158	$ 2,062,410	$ 6,923,042
Total Assets	830,158	2,062,410	6,923,042
Liabilities			
Accounts payable	24,957	25,793	50,750
Long-term debt:			
Due in one year	130,000	300,000	430,000
Due in more than one year	4,860,000	11,715,000	20,605,474
Total Liabilities	5,014,957	12,040,793	21,086,224
Net Position			
Restricted for public improvement district	(4,184,799)	(9,978,383)	(14,163,182)
Total Net Position	$ (4,184,799)	$ (9,978,383)	$ (14,163,182)

The accompanying notes are an integral part of this statement.

Town of Argyle, Texas

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION - FIDUCIARY AGENCY FUNDS

HASLET PUBLIC IMPROVEMENT DISTRICTS (PID)

As of September 30, 2025

	Highlands PID	Waterbrook PID	Total Agency Funds
Additions			
Assessment revenue	$ 395,742	$ 954,249	$ 1,349,991
Investment earnings	43,187	103,475	146,662
Total Additions	438,929	1,057,724	1,496,653
Deductions			
Administrative expenses	15,848	16,550	32,398
Interest expenses	260,188	632,514	892,702
Total Deductions	276,036	649,064	925,100
Change in Net Position	162,893	408,660	571,553
Beginning Net Position	(4,347,692)	(10,387,043)	(14,734,735)
Ending Net Position	$ (4,184,799)	$ (9,978,383)	$ (14,163,182)

The accompanying notes are an integral part of this statement.

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town of Argyle, Texas (the "Town") is a municipal corporation governed by an elected mayor and a five-member council. The Town provides the following services: public safety (police), community development, public works, municipal court, general administration, and wastewater. The accounting and reporting policies of the Town relating to the funds included in the accompanying basic financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Generally Accepted Accounting Principles for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB). The more significant policies of the Town are described below.

1. The Reporting Entity

The accompanying financial statements present the government and its component units, entities for which the government is considered financially accountable. Blended component units, although legally separate entities, are, in substance, part of the government's operations.

As required by accounting principles generally accepted in the United States of America, these financial statements include the primary government and organizations for which the primary government is financial accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financials statements to be misleading or incomplete.

The definition of the reporting entity is based primarily on the notion of financial accountability. A primary government is financially accountable for the organizations that make up its legal entity. It is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the primary government. A primary government may also be financially accountable for governmental organizations that are fiscally dependent on it.

A primary government has the ability to impose its will on an organization if it can significantly influence the programs, projects, or activities of, or the level of services performed or provided by, the organization. A financial benefit or burden relationship exists if the primary government (a) is entitled to the organization's resources; (b) is legally obligated or has otherwise assumed the obligation to finance the deficits of, or provide financial support to, the organization; or (c) is obligated in some manner for the debt of the organization. An organization is fiscally dependent on the primary government if it is unable to adopt its budget, levy taxes, set rates or charges, or issue bonded debt without approval by the primary government.

Blended Component Units

The Argyle Crime Control and Prevention District (the "CCPD"), which was created in fiscal year 2004, and the Argyle Municipal Development District (the "MDD") which was created in fiscal year 2021, are blended presented component units of the Town. The component units do not issue separate financial statements.

The financial statements include government-wide statements prepared on an accrual basis of accounting and fund financial statements that present information for individual major funds rather than by fund type. Non-major funds are presented in total in one column. Combining statements for the non-major governmental funds are included in the supplementary section of this report. The Town capitalizes and depreciates all infrastructure assets (streets, bridges, traffic signals, etc.) on a prospective basis effective October 1, 2003.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary Town. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

2. Fund Accounting

The accounts of the Town are organized on the basis of funds and account groups, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts, which are comprised of funds' assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and from individual funds based on the purpose for which they are to be spent and the means by which spending activities are controlled. The various funds are grouped in the financial statement section of this report into two broad categories as follows:

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

GOVERNMENTAL FUND TYPES

The primary government of the Town maintains five major governmental funds that include the general fund, debt service fund, capital improvements fund, street maintenance fund, municipal development district and the roadway impact fees fund. In addition, the Town maintains nine non-major special revenue funds and one non-major capital projects fund. Information is presented separately in the governmental funds balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, capital improvements fund, street maintenance fund, and the roadway impact fees fund, all of which are considered to be major funds. Data from the other nine governmental funds are combined into a single aggregated presentation. Individual funds data for each of these non-major governmental funds is provided in the form of *combining statements* elsewhere in this report. Funds with no balances in assets, liabilities, revenue or expenditures are excluded from reporting.

General Fund

The general fund is the general operating fund of the Town. It is used to account for all financial resources except amounts required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for, and the payment of, general-long term debt, principal, interest, and related costs. The resources of this fund are provided primarily by taxes levied by the Town (General Fund).

Capital Projects Funds

The capital projects funds are used to account for all financial resources to be used for the acquisition and construction of major capital facilities (other than those financed by proprietary funds). These funds are the Capital Improvements Fund, Roadway Impact Fees Fund, and the Street Maintenance Fund. All three are major funds in the year ended September 30, 2025.

Special Revenue Funds

Special revenue funds account for revenues that are raised for a specific purpose. The primary government of the Town maintains one major special revenue fund, and eleven individual non-major special revenue funds.

These funds are the Court Technology Fund, Court Security Fund, Parkland Dedication Fund, Tree Reforestation Fund, LEOSE Training Fund, Police Seizures Fund, Police Donations Fund, Building Maintenance Fund, Hotel Occupancy Tax Fund, Capital Projects Equipment Replacement Fund, the MDD and CCPD blended component units, and Tax Increment Reinvestment Zone (TIRZ).

PROPRIETARY FUND TYPES

Wastewater Utility Funds

The proprietary fund is used to account for the operations (a) that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs (cost of sales and services, administrative expenses, and depreciation on capital assets) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges for sales and services or (b) where the governing body had decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control accountability, or other purposes.

The primary government of the Town maintains three wastewater utility funds. These funds are the Wastewater Utility Operating Fund, Wastewater Utility CIP Fund, and the Wastewater Developments Fund.

FIDUCIARY FUND TYPES

Public Improvement District ("PID") Funds

The Town uses fiduciary funds to account for resources held for the benefit of parties outside the government. Fiduciary agency funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Town's own programs. Fiduciary agency funds are used to account for the Town's PIDs, which are the Highlands PID No. 1, and Waterbrook PID.

3. Basis of Accounting

Government-Wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are proprietary funds. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue when all of the eligibility requirements imposed by the provider have been met.

Fund Financial Statements

The modified accrual basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the fund financial statements. Modified accrual basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

Governmental fund level financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, in other words, as soon as they are both measurable and available.

Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. Exceptions to this general rule include: (1) accumulated unpaid vacation, sick pay, and other employee amounts which are not accrued; and (2) principal and interest on general long-term debt which is recognized only when payment is due.

Ad valorem, franchise and sales tax revenues recorded in the General Fund, sales taxes recorded in the Street Maintenance Fund, CCPD, and MDD, and ad valorem tax revenues recorded in the Debt Service Fund and TIRZ are recognized under the susceptible to accrual concept.

Licenses and permits, charges for services, fines and forfeitures, contributions and miscellaneous revenues are recorded as revenues when received in cash, as the resulting receivable is not measurable. Investment earnings or losses are recorded as earned since they are measurable and available. In applying the susceptible to accrual concept to intergovernmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidance.

All proprietary funds are accounted for using the accrual basis of accounting. Their revenues are recognized in the accounting period in which they are earned and become measurable and expenditures in the accounting period in which they are incurred and become measurable.

4. Upcoming and Newly Implemented Accounting Pronouncements

The GASB has issued the following statements:

GASB Statement No. 101, Compensated Absences, will better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. The objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. There was no effect on opening balances from implementing this Statement.

GASB issued Statement No. 102, “Certain Risk Disclosures,” that clarifies the definitions & disclosure guidance for risks due to concentration or constraint. The Statement defines a concentration as a lack of diversity related to an aspect of a significant inflow or outflow of resources and a constraint as a limitation imposed by an external party or formal action of the government’s highest level of decision-making authority.

The Statement requires the government to assess wither a concentration or constraint makes the primary reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of substantial impact, and whether an event associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin within the 12 months after the date the financial statements are issued. The requirements of this Statement are effective for financial statements for reporting periods beginning after June 15, 2024. The Town has determined that there is no impact from implementing this Statement.

GASB issued Statement No. 103, "Financial Reporting Model Improvements," that attempts to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement expands requirements for the management discussion & analysis, presentation of proprietary fund statement of revenues, expenses & changes in fund net position, and information related to major component units & budgetary comparisons. The requirements of this Statement are effective for financial statements for reporting periods beginning after June 15, 2025. The Town is evaluating the impact that adoption of this Statement will have on its financial statements.

GASB issued Statement No. 104, "Disclosure of Certain Capital Assets," to clarify the disclosure requirements related to capital assets. This Statement requires separate disclosure of capital assets arising from leases, public-private & public-public partnerships & availability payment arrangements, and subscription-based information technology arrangements, and additional disclosures for capital assets held for sale. The requirements of this Statement are effective for financial statements for reporting periods beginning after June 15, 2025. The Town is evaluating the impact that adoption of this Statement will have on its financial statements.

5. Cash and Cash Equivalents

Cash and cash equivalents are considered to be cash on hand and demand and time deposits as well as short-term investments in State investment pools. For purposes of the statement of cash flows (proprietary fund types), the Town considers cash deposits and highly liquid investments (including restricted assets) maturing in three months or less when purchased, to be cash equivalents. All investments are recorded at fair value based on quoted market prices. Fair value is the amount at which a financial instrument could be exchanged in a current transaction between willing parties.

6. Restricted Assets

Certain bond proceeds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants.

7. Inventory and Prepaid Items

Inventories, which are expended as they are consumed, are stated at the lower of cost or market on a first-in, first-out basis. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. At September 30, 2025, the Town had no inventories or prepaid expenses.

8. Interfund Receivables and Payables

Legally authorized transfers are treated as interfund transfers and are included in the results of operations of both Governmental and Proprietary funds. Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the year is referred to as "amounts due to" and "amounts due from" other funds appropriately. Any residual balances outstanding between the governmental activities and proprietary-type activities are reported in the government-wide financial statements as "internal balances."

9. Property Taxes

Taxes are levied on October 1 and are due and payable at that time. Ad valorem taxes attach as an enforceable lien on property as of January 1. All unpaid taxes levied October 1 become delinquent February 1 of the following year and are subject to penalty and interest as the Town Council provides by ordinance. Property tax revenues are recognized when they become available. "Available" includes those property taxes receivable which are expected to be collected within sixty days after year-end.

Property subject to taxation consists of real property and certain personal property situated in the Town. Certain properties of religion, education and charitable organizations, as well as the federal government and the State of Texas are exempt from taxation. Additionally, certain exemptions are granted to property owners in arriving at the net assessed valuation of property subject to Town taxation.

10. Allowance for Doubtful Accounts

The Town uses the direct write-off method of recording proprietary fund bad debts, which approximates the percentage method of recording bad debts. No allowance is provided for un-collectible real property taxes, since all real property taxes will ultimately be collected when title to the property is transferred, except in rare instances in which the taxes are discharged in bankruptcy.

11. Capital Assets

Capital assets, which include property, plants, right to use lease equipment, intangible assets, and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are accounted for in the statement of net position, rather than governmental funds.

The Town defines capital assets as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at fair market value at date of donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are expensed. Major outlays for capital assets and improvements are capitalized as projects are constructed. See footnote Note A 13 for depreciable lives.

12. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources,* represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The government has two items that qualify for reporting in this category. The first is the deferred outflow for pension contributions resulting from GASB 68.

The second item is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The government has a deferred inflow from the actuarial pension gain that is presented on the Statement of Net Position from GASB 68. There is only one type of item, which arises only under a modified accrual basis of accounting, which qualifies for reporting in this category. Accordingly, the item, *unavailable revenue,* is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from three sources: property taxes, municipal court and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

13. Depreciation and Amortization

Property, plant, equipment, right-to-use leased assets, and infrastructure of the primary government and business-type activities are depreciated/amortized using the straight-line method over the following estimated useful lives:

Infrastructure	40 years
Buildings	15 – 20 years
Machinery and equipment	5 – 12 years
Vehicles	5 – 12 years
Right-to-use leased equipment	3 – 5 years

14. Leases

The Town is a lessee for noncancellable leases of property and equipment. The Town recognizes a lease liability, reported with long-term debt, and a right-to-use lease asset (lease asset), reported with other capital assets, in the government-wide and proprietary fund financial statements. The Town recognizes lease liabilities with an initial, individual value of $5,000 or more.

At the commencement of a lease, the Town initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or its useful life.

Key estimates and judgments related to leases include how the Town determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The Town uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Town generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease payments included in the measurement of the lease liability are composed of fixed payments, variable payments fixed in substance or that depend on an index or a rate, purchase option price that the Town is reasonably certain to exercise, lease incentives receivable from the lessor, and any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

The Town monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

15. Subscription-Based Information Technology Arrangements

The Town implemented Governmental Accounting Standards Board Statement No. 96, Subscription-Based Information Technology Arrangements, in fiscal year 2023. The Town has two software arrangements that require recognition under GASBS No. 96. The software amortization expense is included in public safety expenditures on the Government-Wide Statement of Activities related to the Town's intangible asset of two software systems. The Town recognizes a subscription-based information technology arrangements (SBITA) liability and an intangible right-to-use asset for these assets on the Government-Wide Statement of Net Position. The asset is included in net depreciable capital assets on the Statement and as subscription assets in Note G; the liability is included in long-term debt on the Statement and as subscription liabilities in Note K.

16. Compensated Absences

The liability for compensated absences reported in the government-wide and proprietary fund statements consist of unpaid, accumulated vacation balances. The Town does not offer any other compensated time that meet the recognition criteria. The liability has been calculated based on services already provided at the rates of pay that were in force at September 30, 2025. Vacation leave of government-wide and proprietary funds are recognized as an expense and liability of those funds when the Town judges the leave to be more likely than not to be used or settled by other means in the future.

It is the Town's policy to liquidate compensated absences with future revenues rather than with currently available expendable resources. Accordingly, the Town's governmental funds recognize accrued compensated absences when it is paid.

17. Fund Balances

In accordance with GASB No. 54, *Fund Balance in Reporting and Governmental Fund Type Definitions,* the Town classifies its fund equity into five categories:

- *Non-spendable fund balance* includes amounts that are not in a spendable form or are required to be maintained intact.
- *Restricted fund balance* includes amounts that are constrained to specific purposes by their providers or by enabling legislations.
- *Assigned fund balance* includes amounts a government intends to use for a specific purpose but are neither restricted nor committed. Assignments are made by Town management based on Town Council direction.
- *Committed fund balance* includes amounts which are constrained to specific purposes by the Town Council through an ordinance or resolution. To be reported as committed, amounts cannot be used for any other purposes unless the Town Council takes the same action to remove or change the constraint.
- *Unassigned fund balance* includes amounts that are available for any purpose. Unassigned fund balances are only reported in the general fund.

The Town’s highest level of decision-making authority is governed by the Town Council. Passage of a resolution would be required to establish, modify, or rescind a fund balance commitment. The Town Council has the authority to assign amounts to specific purposes. The Town considers restricted amounts spent when expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available. Expenditures incurred for purposes for which amounts to any of the unrestricted fund balance classifications could be used are classified using the highest level of spending constraint available at the time of the expenditure. The Town Council adopted Financial Policies in FY20 and FY25 that establish a General Fund balance requirement of 120 days.

18. Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

19. Net Position

In the government-wide and proprietary funds financial statements, the net position is reported in three components: (1) net investment in capital assets, (2) restricted and (3) unrestricted. Net investment in capital assets represents the Town's total investment in capital assets, net of depreciation, reduced by the outstanding balance of any borrowings used for the acquisition, construction or improvements of those assets. The restricted component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

The unrestricted component of net position is the net amount of the assets, deferred outflows of resources, liabilities and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

18. Budgets

The Town prepares annual budgets for the general fund, special revenue funds, debt service fund, and capital projects funds on a GAAP basis in order to provide appropriate budgetary control over revenues and expenditures through comparison of actual data to budgetary data. If a change in the approved budget is required due to unforeseen circumstances, the Council may approve amendments to the budget. All annual appropriations lapse at fiscal year-end. The legal level of budgetary control is established at the fund level.

For the year ended September 30, 2025, the Court Technology Fund exceeded appropriations at the legal level of control by $5,516. Management has implemented procedures to ensure future compliance.

NOTE B – CASH AND DEPOSITS WITH FINANCIAL INSTITUTIONS

Per GASB Statement No. 40, *Deposit and Investment Risk Disclosures* the following disclosures are presented:

Deposits

Statutes authorize the Town to invest in obligations of the U.S. Treasury or the State of Texas, certain U.S. agencies, certificates of deposit, money market savings accounts, certain municipal securities, repurchase agreements, common trust funds and other investments specifically allowed by Chapter 2256 Public Funds Investments and Chapter 2257 Collateral for Public Funds of the Government Code. The Town's funds are required to be deposited and invested under the terms of a depository contract and investments policy pursuant to state statute.

The depository bank deposits for safekeeping and trust with its agent approved pledged securities authorized by Chapter 2257 Collateral for Public Funds of the Government Code in an amount sufficient to protect Town funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the Town's deposits may not be returned to it. At September 30, 2025, the Town's carrying amount of demand deposits was $25,528,203 while the bank balance also showed $24,389,788 in deposits at financial banking institutions that are members of the FDIC (Category 1). Amounts deposited in the bank, including the bank balances of the blended component units in the amounts of $1,584,288 for the Municipal Development District and $899,322 for the Crime Control Prevention District, were fully insured by the FDIC (Category 1) or collateralized at all times during the year ended September 30, 2025, and thus had no cash deposits that were exposed to custodial credit risk.

Investments

The Town also had $1,138,415 in the Texas Local Government Investment Pool (TexPool) as follows:

	Amount
Public funds investment pools:	
TexPool General fund	$ 117,539
TexPool MDD fund	945,205
TexPool Roadway Capital Improvement	503
TexPool WW Development fund	75,168
Total public investment pools	$1,138,415

Cash and cash equivalents held in the TexPool are not categorized in regard to credit risk. The State Comptroller of Public Accounts exercises oversight responsibility over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State comptroller has established an advisory board composed of Participants in the TexPool and other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure. Finally, Standard and Poor's rated the TexPool at AAAm. To maintain the rating, weekly portfolio information must be submitted to Standard and Poors and the office of the Comptroller of Public Accounts for review. TexPool operates in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. TexPool uses amortized cost rather than the market value to report net assets to compute share prices. Accordingly, the fair value of the position in TexPool is the same as the value of TexPool shares. Deposits held by this public funds investment pool are not subject to custodial credit risk.

Total unrestricted and restricted cash and cash equivalents for the primary government is $25,528,203 on the statement of net position at September 30, 2025. Of this amount, $11,592,045 was unrestricted and available for spending at the Town's discretion.

Concentration of Credit Risk
Concentration of credit risk is the risk of loss attributed to the magnitude of investment in a single issuer. As of September 30, 2025, the Town had no investments that were exposed to concentration of credit risk.

Foreign Currency Risk
Foreign currency risk is the risk that an investment dominated in the currency of a foreign country could reduce its U.S. dollar value as a result of changes in foreign currency exchange rates. As of September 30, 2025, the Town was not exposed to foreign currency risk.

NOTE C – RECEIVABLES

Receivables as of year-end for the government's individual major and nonmajor funds, including the applicable allowances for uncollectible accounts, are as follows:

	General Fund	Capital Projects Fund	Debt Service Fund	Street Maintenance Fund	Nonmajor Governmental Funds	Wastewater Utility Funds	Total
Sales taxes	$ 353,229	$ -	$ -	$ 173,697	$ 175,260	$ -	$ 702,186
Franchise & other	318,999	-	71	-	-	-	319,070
Accounts	-	-	-	-	-	183,958	183,958
Property taxes	44,960	-	18,800	-	-	-	63,760
Municipal court	42,405	-	-	-	-	-	42,405
	759,593	-	18,871	173,697	175,260	183,958	1,311,379
Less: allowance for doubtful accounts	(42,405)	-	-	-	-	-	(42,405)
Net	$ 717,188	$ -	$ 18,871	$ 173,697	$ 175,260	$ 183,958	$ 1,268,974

NOTE D – DELINQUENT AD VALOREM TAX

Governmental funds report unavailable revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current year. At the end of the current fiscal year, the unavailable revenue reported in the governmental funds related to delinquent ad valorem taxes was $63,760.

NOTE E – PROPERTY TAX REVENUE

Ad valorem taxes (property taxes) are billed and collected by Denton County Tax Assessor Collector. For the year ended September 30, 2025, the tax rate was $0.34311 per $100 assessed valuation.

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

NOTE F - INTERFUND RECEIVABLES AND PAYABLES

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year is referred to as due to/from other funds. At September 30, 2025, interfund receivables and payables are as follow:

	Due From Other Funds	Due To Other Funds	Internal Balances
Governmental Funds:			
General	$ -	$ 296,480	
Debt Service	221,644	120,506	
Capital Projects	-	-	
Nonmajor Funds	278,862	-	
	$ 500,506	$ 416,986	$ 83,520
Proprietary Funds:			
Water and Sewer	$ 138,124	$ 221,644	
	$ 138,124	$ 221,644	$ (83,520)

NOTE G – GENERAL CAPITAL ASSETS

Capital assets used in governmental fund type operations are accounted for in the statement of net position, rather than in governmental funds. Public domain "infrastructure" general fixed assets including roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and lighting systems, were capitalized prospectively starting in fiscal year 2003. The most notable capital additions in FY25 were vehicles.

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

The following is a summary of changes in capital assets for governmental activities for the year ended September 30, 2025:

	Beginning Balance *(as restated)*	Additions	Retirements & Reclasses	Ending Balance
Governmental Activities				
Capital assets not being depreciated/amortized:				
Land	$ 4,803,276	$ -	$ -	$ 4,803,276
Construction in progress	-	68,213	-	68,213
Capital assets being depreciated/amortized:				
Building and improvements	4,115,572	-	-	4,115,572
Vehicles and equipment	1,752,379	233,456	-	1,985,835
Streets and infrastructure	30,498,982	-	-	30,498,982
Intangibles	720,711	-	-	720,711
Right to use assets	24,367	-	-	24,367
Subscription assets	96,856	-	-	96,856
Totals	42,012,143	301,669	-	42,313,812
Less accumulated depreciation/amortization	(10,258,277)	(1,330,393)	-	(11,588,670)
Governmental activities capital assets, net	$ 31,753,866	$ (1,028,724)	$ -	$ 30,725,142

Depreciation for general capital assets is included as an expense for governmental activities on the statement of activities. Depreciation was allocated to each governmental function as follows:

Governmental Activities:	
General government	$ 82,685
Public Safety	157,095
Streets	904,454
Parks	78,062
Public Works	108,097
	$ 1,330,393

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

NOTE H - PROPRIETARY FUNDS PROPERTY, PLANT AND EQUIPMENT

The FY25 proprietary capital additions were related to the addition of construction in progress.

The following is a summary of the property, plant and equipment of the proprietary funds for the year ended September 30, 2025:

Business-Type Activities	Beginning		Retirements	Ending
Capital assets not being depreciated:	Balance	Additions	& Reclasses	Balance
Land	$ -	$ -	$ -	$ -
Construction in progress	-	53,093	-	53,093
Depreciable capital assets:				
Vehicles	13,240	-	-	13,240
Machinery and equipment	417,809	-	-	417,809
Wastewater collection system	12,632,484	-	-	12,632,484
Graveyard branch collection system	687,518	-	-	687,518
Intangibles	82,103	-	-	82,103
Totals	13,833,154	53,093	-	13,886,247
Less accumulated depreciation	(3,535,657)	(457,168)	-	(3,992,825)
Business-type activities capital assets, net	$ 10,297,497	$ (404,075)	$ -	$ 9,893,422

NOTE I – LEASES

Effective October 1, 2021, the Town implemented GASB Statement No. 87, Leases, which required the recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract.

At implementation of GASB Statement No. 87 and the commencement of leases beginning after October 1, 2021, the Town initially measured the lease liability at the present value of payments expected to be made during the remaining lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease right-to-use asset was initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease right-to use asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the Town determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term and (3) lease payments.

The Town uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Town generally uses its estimated incremental borrowing rate as the discount rate for leases.

The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the Town is reasonably certain to exercise.

The Town monitors changes in circumstances that would require a re-measurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the Statement of Net Position.

As of September 30, 2025, the Town has fully amortized all right to use lease assets.

NOTE J – SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The Town recorded arrangements for tasers & in-car cameras totaling $96,856, with $57,114 of accumulated amortization, as subscription assets in the governmental capital assets. These assets are being amortized over the lease terms of seven and five years since the related equipment will be replaced at the end of the arrangement terms and replaced with new equipment and upgraded software. There are no residual value guarantees in the arrangement provisions. The taser arrangement will end in 2026 and the cameras arrangement will end in 2027.

A summary of the principal and interest amounts for the remaining arrangements includes the following principal and interest payments:

Fiscal Year	Principal	Interest	Total
2026	$ 19,482	$ 1,590	$ 21,072
2027	20,260	810	21,070
	$ 39,742	$ 2,400	$ 42,142

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

NOTE K - LONG TERM LIABILITIES AND CONTRACTUAL OBLIGATIONS

The following is a summary of changes in long-term debt for the year ended September 30, 2025:

	Balance 9/30/2024	Additions	Retirements	Balance 9/30/2025	Due within one year
Governmental Activities					
CO Series 2019 - Street Improvements	$ 1,500,000	$ -	$ (275,000)	$ 1,225,000	$ 290,000
GO Series 2019 - Refunding Bonds	475,000	-	(95,000)	380,000	105,000
GO Series 2020 - Refunding Bonds	1,765,000	-	(235,000)	1,530,000	240,000
CO Series 2021 - Street Improvements	2,530,000	-	(290,000)	2,240,000	295,000
Tax Note Series 2025	-	785,000	-	785,000	500,000
Unamortized bond premium	219,805	-	(34,401)	185,404	34,400
Lease liabilities	5,242	-	(5,242)	-	-
Subscription liabilities	68,859	-	(29,117)	39,742	19,482
Total bonds, notes, and leases payable	6,563,906	785,000	(963,760)	6,385,146	1,483,882
Compensated absences	94,290	39,552	-	133,842	133,842
Long Term Debt	$ 6,658,196	$ 824,552	$ (963,760)	$ 6,518,988	$ 1,617,724
Business-Type Activities					
GO Series 2019 - Refunding Bonds	$ 495,000	$ -	$ (85,000)	$ 410,000	$ 95,000
CO Series 2020 - Tax & Revenue Bond	1,760,000	-	(85,000)	1,675,000	85,000
Unamortized bond premium	53,164	-	(3,283)	49,881	3,283
Total bonds and notes payable	2,308,164	-	(173,283)	2,134,881	183,283
Compensated absences	4,040	-	(3,314)	726	726
Long Term Debt	$ 2,312,204	$ -	$ (176,597)	$ 2,135,607	$ 184,009

There were no significant contracts or encumbrances at September 30, 2025.

LONG TERM DEBT OF THE GOVERNMENTAL ACTIVITIES

On January 3, 2019 the Town issued Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2019 in the amount of $2,665,000. These bonds are for construction and improvement of streets. The bonds were issued with a rate of 3.25% to 5.00% and mature on February 15, 2029. These bonds anticipate transfers from the Street Maintenance Sales Tax Fund to balance the annual debt service. As the intent was road reconstruction, the bonds are amortized over 10 years to model the increased life of the roads which creates a large annual principal payment. The principal balance as of September 30, 2025 was $1,225,000.

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

On January 3, 2019, the Town issued General Obligation Refunding Bonds, Series 2019 in the amount of $1,895,000 to refund three separate issues comprised of general long-term debt and wastewater debt. The general debt refunded is as follows: 2008 C.O.'s in the amount of $980,000 for the purchase of a church for the current Town Hall facility and the 2009 C.O.'s.in the amount of $515,000 issued to the renovate the church and police department buildings. The total general debt refund in the amount of $1,895,000 were issued with a rate of 3.00% to 4.00% rate and mature on February 15, 2030. The principal balance as of September 30, 2025 was $380,000.

On April 23, 2020, the Town issued General Obligation Refunding Bonds in the amount of $2,640,000 to refund the C.O., Series 2010. The general debt refunded in the amount of $2,590,000 for the comprehensive Town-wide street reconstruction and improvement project. The total general debt refunding in the amount of $2,640,000 were issued with a rate of 1.89% rate and mature on February 15, 2031. The principal balance as of September 30, 2025 was $1,530,000.

On November 16, 2021, the Town issued Combination Tax and Revenue Certificates of Obligation, Series 2021 in the amount of $3,085,000. These bonds are issued for construction and improvement of streets. The bonds were issued with a rate of 2.00% to 3.00% and mature on February 15, 2032. As the intent was road reconstruction and street improvement, the bonds are amortized over 10 years to model the increased life of the roads which creates a large annual principal payment. The principal balance as of September 30, 2025 was $2,240,000.

On August 18, 2025, the Town issued Town of Argyle, Texas Tax Notes, Series 2025 in the amount of $785,000. These bonds are issued for general Town expenses. The Note were issued with a rate of 3.5% and mature on February 15, 2027. The principal balance as of September 30, 2025 was $785,000.

The principal and interest requirements related to these governmental bonds and notes at September 30, 2025 are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 1,430,000	$ 133,277	$ 1,563,277
2027	930,000	104,463	1,034,463
2028	950,000	75,141	1,025,141
2029	950,000	48,255	998,255
2030	955,000	26,885	981,885
2031-2035	945,000	16,302	961,302
	$ 6,160,000	$ 404,323	$ 6,564,323

The Town was upgraded from a bond rating of AA to AA+ with stable outlook in November 2018 by Standard & Poor's. This upgrade was predicated on fiscal years 2015, 2016, and 2017. It was conducted during the refunding process for General Obligation bonds to lower the Town's debt costs. The upgrade is a positive reflection of the Town's strong financial position resulting from conservative budgeting and management practices, strong ad valorem values, and proximity in the Dallas-Ft. Worth Metroplex.

Town employees earn one to four weeks of vacation leave, based on tenure with the Town. They are able to accrue no more than two times their annual vacation accrual rate. Town employees accumulate sick leave at the rate of one day per month with a maximum accrual of 320 hours. Vacation and compensatory time are paid upon termination of service with the Town; sick pay is not. The accrual of compensated absences for governmental activities at September 30, 2025 was $133,842.

LONG TERM DEBT OF THE WASTEWATER UTILITY FUNDS

On January 3, 2019, the Town issued General Obligation Refunding Bonds in the amount of $915,000 to refund three separate issues comprised of general long-term debt and wastewater debt. The wastewater debt refunded is as follows: 2008 C.O.'s in the amount of $565,000 for the first phase of the TRA Wastewater Line and the 2009 C.O.'s. issued in the amount of $730,000 for the second phase of the TRA Wastewater Line. The total wastewater debt refunding in the amount of $915,000 were issued with a rate of 3.00% to 4.00% and mature on February 15, 2030. The remaining principal balance on September 30, 2025, was $410,000.

On December 10, 2020, the Town issued Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2020 in the amount of $1,995,000. The proceeds will be used for constructing improvements and extensions to the Town's sanitary sewer system including the acquisition of land and rights of-way; and (ii) paying legal, fiscal, engineering, and architectural fees in connection with these projects. The bonds were issued with a rate of 2.00% to 2.125% and mature on September 30, 2041. The principal balance as of September 30, 2025, was $1,675,000.

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

The following is a summary of the Town's Proprietary Fund long-term future debt service for the fiscal year ended September 30, 2025

Fiscal Year	Principal	Interest	Total
2026	$ 180,000	$ 46,394	$ 226,394
2027	190,000	40,744	230,744
2028	205,000	34,694	239,694
2029	200,000	29,019	229,019
2030	100,000	25,494	125,494
2031-2035	520,000	96,969	616,969
2036-2040	570,000	42,178	612,178
2041-2045	120,000	1,200	121,200
	$ 2,085,000	$ 316,691	$ 2,401,691

NOTE L – RESTRICTED CASH

At September 30, 2025, the balance of the restricted cash accounts in the Governmental funds and Wastewater Utility Funds was $12,723,084 and $1,213,074, respectively.

NOTE M – LITIGATION AND CONTINGENCIES

The Town is involved in lawsuits with other parties from time to time. While the ultimate result of these matters cannot be predicted with certainty, the Town does not expect them to have a materially adverse effect on its Basic Financial Statements.

NOTE N - RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omission, injuries to employees; and natural disaster. The Town purchases commercial insurance through Texas Municipal League. The Town retains no risk of loss for the following coverage types. The Town accounts for risk management issues in accordance with GASB Statement No. 10, "Accounting and Financial Reporting for Risk Financing and Related Insurance Issues". Settlement of claims has not exceeded coverage in the past three years.

Type of Coverage

General liability
Law enforcement liability
Automobile liability
Worker's Compensation
Cyber Liability and Breach Response
Errors and Omissions liability
Crime Coverage
Automobile Physical Damage
Real and Personal Property

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

NOTE O – INTERFUND TRANSFERS

Inter-fund transfers are reported in the governmental funds and proprietary fund financial statements. In the government-wide statements, inter-fund transfers are eliminated within the governmental activities column and business-type column, as appropriate. Transfers are used to (1) move revenues collected in the special revenue funds and street maintenance fund to the general fund to finance various programs in accordance with budgetary authorizations, (2) move revenues collected in the street maintenance fund to the general fund to finance various programs in accordance with budgetary authorizations, (3) move receipts restricted for debt service from the funds collecting the receipts to the Debt Service Fund as debt service payments become due, (4) reimburse one fund for services provided to another fund, and (5) move unrestricted General Fund revenues to Capital Improvements Fund as determined by the Council for capital projects. Interfund transfers between the primary government's funds consisted of:

	Transfers To Other Funds	Transfers From Other Funds	Net Transfers
Governmental Funds:			
General	$ 1,389,828	$ 309,653	
Debt Service	-	-	
Capital Projects	-	1,389,828	
Street Maintenance Fund	100,000	-	
Nonmajor funds	209,653	-	
	$ 1,699,481	$ 1,699,481	$ -

NOTE P – DEFINED BENEFIT PENSION PLAN

Plan Description

The Town participates as one of 938 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401 (a) of the Internal Revenue Code. TMRS issues a publicly available annual comprehensive financial report (ACFR) that can be obtained at *www.tmrs.com*. All eligible employees of the Town are required to participate in TMRS.

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the Town, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the Town-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

Plan provisions for the Town were as follows:

	Plan Year 2024
Employee deposit rate	7%
Matching ratio (Town to Employee)	2 to 1%
Years required for vesting	0.05
Retirement Eligibility (Age/Service)	60/5, 0/20
Updated Service Credit	100% Repeating Transfers
Annuity to Increase (to retirees)	70% of CPI Repeating
Supplemental Death Benefit to Active Employees	No
Supplemental Death Benefit to Retirees	No

Employees Covered by Benefit Terms

At the December 31, 2024 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	33
Inactive employees entitled to but not yet receiving benefits	51
Active employees	34
	118

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the Town matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the Town. Under the state law governing TMRS, the contribution rate for each town is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method.

The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the Town were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the Town were 12.50% in calendar years 2025 and 2024. The Town's contributions to TMRS for the years ended September 30, 2025 and 2024, were $384,756 and $337,405, respectively, which exceeded the required contributions.

Net Pension Liability (Asset)

The Town's Net Pension Liability or Asset (NPL or NPA) was measured as of December 31, 2024 and the Total Pension Liability (TPL) used to calculate the Net Pension Liability (Asset) was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in December 31, 2024 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	3.60% to 11.85% per year, adjusted down for population declines, if any
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2023 are summarized in the following table:

Actuarial Assumptions (continued)

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	35.0%	7.70%
Core Fixed Income	6.0%	4.70%
Non-Core Fixed Income	20.0%	8.00%
Other Public and Private Markets	12.0%	8.00%
Real Estate	12.0%	7.60%
Hedge Funds	5.0%	6.40%
Private Equity	10.0%	11.60%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability (Asset) was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability (Asset).

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

Changes in the Net Pension Liability (Asset)

Changes in the net pension liability (asset) for the Town are summarized in the following table:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balance at 12/31/2023	$ 8,546,548	$ 8,410,016	$ 136,532
Changes for the year:			
Service cost	523,906	-	523,906
Interest	581,226	-	581,226
Change of benefit terms	-	-	-
Difference between expected and actual experience	(40,613)	-	(40,613)
Changes of assumptions	-	-	-
Contributions - employer	-	351,383	(351,383)
Contributions - employee	-	206,146	(206,146)
Net investment income	-	875,236	(875,236)
Benefit payments, including refunds of employee contributions	(395,498)	(395,498)	-
Administrative expense	-	(5,604)	5,604
Other changes	-	(132)	132
Net changes	$ 669,021	$ 1,031,531	$ (362,510)
Balance at 12/31/2024	$ 9,215,569	$ 9,441,547	$ (225,978)

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the net pension liability (asset) of the Town, calculated using the discount rate of 6.75%, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

Sensitivity of the Net Pension Liability (Asset) to Changes in the Discount Rate		
1% Decrease 5.75%	Current Single Rate Assumption 6.75%	1% Increase 7.75%
$1,193,765	($225,978)	($1,364,532)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the Internet at *www.tmrs.com*.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the fiscal year ended September 30, 2025, the Town recognized pension expense of $313,680.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (continued)

At September 30, 2025 the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred (Inflows) of Resources
Differences between expected and actual economic experience	$ -	$ (1,315)
Changes in actuarial assumptions	-	(9,875)
Differences between projected and actual investment earnings	-	(107,730)
Contributions subsequent to the measurement date	288,500	-
Total	$ 288,500	$ (118,920)

$288,500 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2026. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year	Net Deferred (Inflows) Outflows of Resources
2026	$ (777)
2027	75,722
2028	(132,353)
2029	(61,512)
2030	-
Thereafter	-
Total	$ (118,920)

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

NOTE Q – PUBLIC IMPROVEMENT DISTRICTS

The Town currently has two public improvement districts (PIDs). Both PID's established by the Town state the "Owner proposes that no portion of the Authorized Improvements Cost shall be apportioned to the Town; consequently, no Town property will be assessed, and the Town will not be obligated to pay any assessments levied against the Property or to pay debt service on any revenue bonds secured by assessments levied against the Property." The Town has engaged a PID Administrator for both PIDs identified below. All assessments paid, whether in full or annually with homeowner's property tax bill, flow through an account at the Town and are wired to the respective trustee hired to administer the bonds.

The Highlands of Argyle Public Improvement District No. 1 (the "Highlands PID")

On April 26, 2016, the Town passed and approved Resolution No. 2016-07 authorizing the establishment of the Highlands PID in accordance with Chapter 372, Texas Local Government Code, as amended, which authorization was effective upon publication as required by the act. The purpose of the PID is to finance the actual costs of authorized improvements that confer a special benefit on approximately 111.41 acres within the corporate limits of the Town: (1) just southwest of the Old Town area; (2) south of Old Justin Road; (3) West of U.S. Highway 377 along and adjacent to the Texas & Pacific Railroad Company; and (4) north of Harpole. The property is zoned under Ordinance No. 2015-21 adopted by the Town Council on September 22, 2015, which ordinance establishes the permitted uses of, and standards for the development of, the property.

On September 1, 2017, the Town issued the Town of Argyle, Texas Special Assessment Revenue Bonds, Series 2017 (Highlands Public Improvement District Project) (the Bonds) in the original principal amount of $5,765,000. The Bonds are being issued by the Town pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code as amended (the PID Act), and ordinance adopted by the Town Council of the Town on August 22, 2017, and an Indenture of Trust, dated September 1, 2017, entered into by and between the Town and the Trustee, U.S. Bank National Association (US Bank). The Bonds were authorized in order to finance the costs of local public infrastructure benefiting Public Improvement District No. 1.

Proceeds of the Bonds were deposited into trust accounts with US Bank for the purpose of funding improvements in the projects described above. US Bank serves as trustee, for the benefit of the bond holders, for these funds as well as any and all other property or money of every name and nature, which is, from time-to-time hereafter by delivery or in writing of any kind, conveyed, pledged, assigned or transferred to Trustee. The total bond principal outstanding for the Town of Argyle, Texas Special Revenue Bonds series 2017 (Highlands Public Improvement District Project) is $4,990,000 at September 30, 2025.

The Waterbrook of Argyle Public Improvement District (the "Waterbrook PID")

On August 23, 2016, the Town passed and approved Resolution No. 2016-22 authorizing the establishment of the Waterbrook PID in accordance with Chapter 372, Texas Local Government Code, as amended, which authorization was effective upon publication as required by the act. The purpose of the Waterbrook PID is to finance the actual costs of authorized improvements that confer a special benefit on approximately 101.350 acres within the corporate limits of the Town, located on the southeast corner of Farm to Market Road 407; along and adjacent to U.S. Highway 377; and North of Frenchtown Road. The property is zoned under Ordinance No. 2016-08 adopted by the Town Council on April 23, 2016, which ordinance establishes the permitted uses of, and standards for the development of, the property.

On January 1, 2018, the Town issued the Town of Argyle, Texas Special Assessment Revenue Bonds, Series 2018 (Waterbrook Public Improvement District Project) (the Bonds) in the original principal amount of $13,955,000. The Bonds are being issued by the Town pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code as amended (the PID Act), and ordinance adopted by the Town Council of the Town on August 22, 2017, and an Indenture of Trust, dated January 1, 2018, entered into by and between the Town and the Trustee, U.S. Bank National Association (US Bank). The Bonds were authorized in order to finance the costs of local public infrastructure benefiting Public Improvement District.

Proceeds of the Bonds were deposited into trust accounts with US Bank for the purpose of funding improvements in the projects described above. US Bank serves as trustee, for the benefit of the bond holders, for these funds as well as any and all other property or money of every name and nature, which is, from time-to-time hereafter by delivery or in writing of any kind, conveyed, pledged, assigned or transferred to Trustee. The total bond principal outstanding for the Town of Argyle, Texas Special Revenue Bonds series 2018 (Waterbrook Public Improvement District No. 1 Project) is $12,015,000 at September 30, 2025.

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

NOTE R – TAX INCREMENT REINVESTMENT ZONE

Tax Increment Reinvestment Zone (TIRZ) are special zone(s) created by the Town Council under the Texas Tax Code Chapter 311 (Tax Increment Financing Act). A TIRZ is used to finance public improvements within a defined area. These improvements are intended to promote development or redevelopment in the defined area and surrounding areas. Taxes attributable to new improvements (tax increments) are set aside in a special revenue fund to finance public improvements with the boundaries of the zone.

The Argyle Tax Increment Reinvestment Zone No. 1 Board (the "Waterbrook TIRZ") was created by the Town Council on September 27, 2016 through the adoption of Ordinance No. 2016-18. On August 9, 2016, the Council approved the Development Agreement between the Town of Argyle and Terra Manna, LLC for the Waterbrook Development located on the Southeast corner of FM 407 and US 377. The development agreement included components related to the creation of the Waterbrook PID, as well as the creation of a TIRZ which will be used to buy down the PID assessment on the project and reimburse eligible developer costs.

A portion of the real property ad valorem taxes levied by participating taxing entities and a portion of sales taxes collected in Waterbrook TIRZ are set aside for this purpose beginning with taxes levied after January 1, 2017 tax levies. The amount set aside out of the annually adopted tax levy, is based upon the appraised value each January 1st compared to the base year appraised value of property in the TIRZ as of January 1, 2016 (tax increment).

The Town engaged a TIRZ Administrator in June 2021. On March 24, 2021, the TIRZ Administrator conducted a review in coordination with the Denton County GIS/Mapping Coordinator to determine the values of the Waterbrook TIRZ since its creation. The values are summarized below:

Reinvestment Zone Number One of the Town of Argyle Historical Taxable and Incremental Values				
Year	Contribution to TIRZ Fund As of September 30	Taxable Value	Incremental Taxable Value	Town Sales Tax Collected in TIRZ
2024	2025	$ 159,241,951	$ 158,752,557	$ -
2023	2024	$ 145,564,346	$ 145,074,952	$ -
2022	2023	$ 85,595,436	$ 85,106,042	$ -
2021	2022	$ 54,515,273	$ 54,025,879	$ -
2020	2021	$ 31,356,671	$ 30,867,277	$ -
2019	2020	$ 24,524,050	$ 24,034,656	$ -
2018	2019	$ 8,686,722	$ 8,197,328	$ -
2017	2018	$ 22,100,384	$ 21,610,990	$ -

The County agreed to deposit 50% of the County's Tax Increment each year, and the Town agreed to deposit 40% of the Town's Tax Increment and 50% of the Town's $0.01 sales tax collected in the Zone each year. There has been no sales tax component as there is no commercial building to date. The Town recognized property tax portion total $367,002 ($149,123 from the I&S Fund and $217,879 from the M&O Fund) in fiscal year 2025. The Town accounts for the TIRZ as a *Special Revenue Fund.*

The funds generated within the boundary are used as follows:

From the County increment: Administration and creation costs for the Waterbrook TIRZ; reimbursement to the developer for approximately $2.4 million in sewer collection system facilities and farm to market deceleration lanes; and to pay interest on the obligation of the sewer facilities and deceleration lanes.

From the Town increment: Administration and creation costs for the Waterbrook TIRZ; to fund a reserve for the Commercial PID Credit; to fund a set amount to the Commercial Credit after Development Agreement thresholds are met; to reimburse the Developer for certain costs from Sales Tax revenues produced within the boundary.

NOTE S - FIDUCIARY FUNDS

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The Town has two fiduciary funds: Highlands PID Agency Fund and Waterbrook PID Agency Fund. As of September 30, 2025, the Fiduciary funds have negative fund balances as the monies collected are periodically transferred to the developer or pay the Districts' bond obligations.

Town of Argyle, Texas

NOTES TO THE FINANCIAL STATEMENTS

September 30, 2025

NOTE T - PRIOR PERIOD ADJUSTMENTS

During the fiscal year ended September 30, 2025, the Town Management adjusted the beginning fund balances for the General Fund & Municipal Development District causing prior period adjustments. The Town's Senior Citizen Organization Fund, a special revenue fund, was closed during year ended September 30, 2025 and the remaining assets and liabilities transferred into the General Fund. The Town's Economic Development Fund, a special revenue fund, was closed during year ended September 30, 2025 and the remaining assets and liabilities transferred into the Municipal Development District. Management also corrected the net position of governmental activities for $869,021 in depreciation not recorded in prior years. See the below table for the total effects on fund balance and net position.

	General Fund	Senior Citizens Organization Fund	Economic Development Corporation	Municipal Development District	Nonmajor Governmental Funds	Total Governmental Net Position
Beginning fund balance, as originally stated	$ 3,783,751	$ (1,097)	$ 23,835	$ 1,971,272	$ 3,613,751	$ 42,162,554
Prior period adjustments						
Closing Senior Citizens Fund into the General Fund	(1,097)	1,097	-	-	1,097	-
Closing Economic Development Fund into the MDD	-	-	(23,835)	42,877	19,042	19,042
Correcting under-reporting of accumulated depreciation	-	-	-	-	-	(869,021)
Total prior period adjustments	(1,097)	1,097	(23,835)	42,877	20,139	(849,979)
Beginning fund balance, as restated	$ 3,782,654	$ -	$ -	$ 2,014,149	$ 3,633,890	$ 41,312,575

NOTE U – ECONOMIC DEVELOPMENT GRANTS AND COMMITMENTS

The Argyle Municipal Development District ("MDD"), a blended component unit of the Town, administers economic development grants funded by restricted sales tax revenue to stimulate local business activity and job creation. On December 18, 2023, the MDD entered into a $100,000 grant agreement with Circle Star Brands Denton LLC and Cactus Canyon LLC Argyle to support the development of a 6,400 square-foot restaurant (Cactus Canyon) at 700 FM 407 W, Argyle, Texas. The agreement requires a $7,000,000 capital investment by the issuance of a Certificate of Occupancy (CO), $4,000,000 in annual taxable sales, and creation of 20 full-time and 40 part-time jobs within one year of CO issuance, maintained for five years.

The Town disbursed $100,000 on November 18, 2024. If performance targets are not met, the Grantee must repay $100,000 in the first year post-CO, decreasing to $20,000 in the fifth year, with joint and several liability among the Grantee's principals. Additionally, on August 22, 2024, the MDD executed a $75,000 grant agreement with Circle Star Brands LLC for a restaurant (Branded Bowls) at 125 FM 407 E, Argyle, Texas, requiring a $700,000 capital investment, $1,750,000 in annual taxable sales, and 8 full-time and 10 part-time jobs within one year of CO issuance, maintained for five years. The Town disbursed $75,000 on September 3, 2024.

On January 8, 2025, the MDD's Board approved a grant to Stable Vet Supply for $40,000. The funds were disbursed on March 17, 2025.

On February 6, 2025, the MDD's Board approved a grant to Little Joe's Farmstead for a maximum of $100,000. The funds were disbursed on June 6, 2025.

On March 6, 2025, the MDD's Board approved a grant to FAC Aesthetics for $7,500. The funds were disbursed on March 17, 2025.

Non-compliance triggers repayment of $75,000 in the first year post-CO, decreasing to $15,000 in the fifth year, with joint and several liability among the Grantee's principals.

The potential repayments for both grants represent contingent receivables, not recognized in the financial statements, as repayment is neither probable nor measurable at this time. The Town monitors compliance through annual Grantee reports.

NOTE V – CONTINGENT LIABILITY: PENDING LITIGATION

The Town is currently a defendant in a lawsuit filed by SPI Asphalt, LLC (Cause No. 24-5719-431) in the 431st Judicial District Court of Denton County, Texas. The case involves a $200,000 payment mistakenly sent to a fraudulent account due to a vendor impersonation scheme. The Town recovered approximately $18,000 and has conditional insurance coverage of $50,000, requiring a $5,000 contribution toward any settlement. SPI is seeking the original invoice amount, attorneys' fees, and court costs. The Town has denied liability and made settlement offers, which were declined. SPI has indicated a willingness to settle for a negotiated amount. Based on legal counsel's assessment, an adverse outcome is possible but not probable. Therefore, no liability has been recorded. If the Town is unsuccessful, potential exposure could be around $150,000, plus legal costs. The case is currently in the discovery period and trial scheduled for February 2, 2026.

The Town is currently a defendant in a lawsuit filed by Ruffner-Ruffner & DC Lending (Cause No. 24-10647-442) in the 442nd Judicial District Court of Denton County, Texas. The case involves the Tree Preservation Ordinance, which the plaintiffs allege violates the Texas Constitution's prohibition against retroactive laws and the Texas Private Real Property Rights Preservation Act, and is an inverse condemnation. Based on legal counsel's assessment, an adverse outcome is possible but moderately low probability. Therefore, no liability has been recorded. If the Town is unsuccessful, potential exposure could be around $1,000,000, plus legal costs. The case is currently in the discovery period and trial scheduled for June 8, 2026.

NOTE W - SUBSEQUENT EVENTS

In preparing these financial statements, the Town has evaluated events and transactions for potential recognition or disclosure through the audit report date, the date the financial statements were available to be issued. Management has determined that there are no events to disclose.



Required Supplementary Information

For the Fiscal Year Ended
September 30, 2025

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Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GENERAL FUND - BUDGET TO ACTUAL
For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues				
Property tax, penalties, and interest	$ 3,565,045	$ 3,565,045	$ 3,498,832	$ (66,213)
Sales tax	1,956,000	1,956,000	2,116,205	160,205
Franchise Tax	494,000	494,000	611,866	117,866
Licenses and permits	443,000	630,250	997,889	367,639
Contributions & grants	382,327	889,828	932,328	42,500
Interest	220,000	220,000	233,761	13,761
Fines	375,000	375,000	518,454	143,454
Intergovernmental	184,540	184,540	424,836	240,296
Other	-	-	1,840	1,840
Park development fees	25,000	25,000	29,515	4,515
Total Revenues	7,644,912	8,339,663	9,365,526	1,025,863
Expenditures				
Current:				
Public safety	2,632,504	2,632,504	2,367,963	264,541
Economic development	823,330	1,010,580	1,041,998	(31,418)
General government	1,485,201	1,485,201	1,422,938	62,263
Public works	1,886,124	1,136,297	1,156,401	(20,104)
Court	188,595	188,595	196,869	(8,274)
Capital outlay	-	-	51,112	(51,112)
Debt service:				
Principal	-	-	15,627	(15,627)
Total Expenditures	7,015,754	6,453,177	6,252,908	200,269
Excess (Deficiency) of Revenues Over (Under) Expenditures	629,158	1,886,486	3,112,618	1,226,132
Other Financing Sources (Uses)				
Transfers in	309,653	309,653	309,653	-
Transfers out	(660,000)	(1,549,828)	(1,389,828)	160,000
Total Other Financing Sources (Uses)	(350,347)	(1,240,175)	(1,080,175)	160,000
Net Change in Fund Balances	278,811	646,311	2,032,443	$ 1,386,132
Beginning Fund Balances	3,783,751	3,783,751	3,782,654	
Ending Fund Balances	$ 4,062,562	$ 4,430,062	$ 5,815,097	

Town of Argyle, Texas

SCHEDULE OF CHANGES IN NET PENSION LIABILITY/(ASSET) AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)
Last Ten Measured Years

	2024	2023	2022	2021
Total pension liability				
Service Cost	$ 523,906	$ 467,528	$ 421,015	$ 396,441
Interest (on the Total Pension Liability)	581,226	530,111	482,364	449,370
Changes of benefit terms	-	-	-	-
Difference between expected and actual experience	(40,613)	104,790	80,479	(84,203)
Change of assumptions	-	(43,935)	-	-
Benefit payments, including refunds of employee contributions	(395,498)	(263,352)	(336,141)	(234,049)
Net Change in Total Pension Liability	669,021	795,142	647,717	527,559
Total Pension Liability - Beginning	8,546,548	7,751,406	7,103,689	6,576,130
Total Pension Liability - Ending (a)	$ 9,215,569	$ 8,546,548	$ 7,751,406	$ 7,103,689
Plan Fiduciary Net Position				
Contributions - Employer	351,383	323,923	329,600	325,268
Contributions - Employee	206,146	188,955	169,180	151,893
Net Investment Income	875,236	848,165	(564,999)	864,407
Benefit payments, including refunds of employee contributions	(395,498)	(263,352)	(336,141)	(234,049)
Administrative Expense	(5,604)	(5,388)	(4,876)	(3,990)
Other	(133)	(37)	5,820	25
Net Change in Plan Fiduciary Net Position	1,031,530	1,092,266	(401,416)	1,103,554
Plan Fiduciary Net Position - Beginning	8,410,017	7,317,751	7,719,167	6,615,613
Plan Fiduciary Net Position - Ending (b)	$ 9,441,547	$ 8,410,017	$ 7,317,751	$ 7,719,167
Net Pension Liability - Enging (a) - (b)	$ (225,978)	$ 136,531	$ 433,655	$ (615,478)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	102.45%	98.40%	94.41%	108.66%
Covered Payroll	2,944,946	2,857,018	2,416,851	2,230,263
Net Pension Liability as a Percentage of Covered Payroll	-7.67%	4.78%	17.94%	-27.60%

NOTES TO SCHEDULE:

The information in this schedule has been determined as of the measurement date (December 31) of the Town's net pension liability (asset).

2020	2019	2018	2017	2016	2015
$ 378,610	$ 363,721	$ 335,209	$ 285,184	$ 256,946	$ 263,016
413,709	387,971	360,188	325,060	290,933	269,509
-	-	-	-	-	-
(86,274)	(207,859)	(76,452)	28,922	(5,180)	(58,176)
-	(4,544)	-	-	-	40,352
(139,274)	(191,590)	(251,592)	(35,956)	(66,492)	(36,849)
566,771	347,699	367,353	603,210	476,207	477,852
6,009,359	5,661,660	5,294,307	4,691,097	4,214,890	3,737,038
$ 6,576,130	$ 6,009,359	$ 5,661,660	$ 5,294,307	$ 4,691,097	$4,214,890
298,987	293,760	275,179	236,183	310,701	210,859
139,709	137,179	128,503	110,292	98,393	97,620
446,609	756,002	(146,428)	557,079	232,884	4,677
(139,274)	(191,590)	(251,592)	(35,956)	(66,492)	(36,849)
(2,884)	(4,264)	(2,825)	(2,883)	(2,627)	(2,848)
(115)	(126)	(147)	(146)	(142)	(141)
743,032	990,961	2,690	864,569	572,717	273,318
5,872,581	4,881,620	4,878,930	4,014,361	3,441,644	3,168,326
$ 6,615,613	$ 5,872,581	$ 4,881,620	$ 4,878,930	$ 4,014,361	$3,441,644
$ (39,483)	$ 136,778	$ 780,040	$ 415,377	$ 676,736	$ 773,246
100.60%	97.72%	86.22%	92.15%	85.57%	81.65%
1,995,839	1,959,706	1,835,755	1,575,602	1,405,610	1,394,570
-1.98%	6.98%	42.49%	26.36%	48.15%	55.45%

Town of Argyle, Texas

SCHEDULE OF CONTRIBUTIONS TO PENSION PLAN
TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)
Last Ten Fiscal Years

	2025	2024	2023	2022
Actuarially Determined Contribution	$ 366,248	$ 242,015	$ 241,646	$ 257,593
Contributions in relation to the actuarially determined contribution	366,248	342,842	357,000	387,172
Contribution deficiency (excess)	-	(100,827)	(115,354)	(129,579)
Covered payroll	$ 2,963,139	$ 2,857,018	$ 2,416,851	$ 2,416,851
Contributions as a percentage of covered payroll	12.36%	12.00%	14.77%	16.02%

Valuation Date: Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age, Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	21 Years (longest amortization ladder)
Asset Valuation Method	10 Year smoothed market, market value recognition method, 12% soft corridor
Inflation	2.50%
Salary Increases	3.60% to 11.85% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that vary by age. Last updated for the 2023 valuation pursuant to an experience study of the period ending 2022.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence). Pre-retirement: PUB(10) mortality tables, with the 110% of the Public Safety table used for males and the 100% of the General Employee table used for females. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).

Other Information:

Notes	There were no benefit changes during the year

NOTES TO SCHEDULE OF PENSION CONTRIBUTIONS:
The information in this schedule has been determined as of the Town's most recent fiscal year-end.

2021	2020	2019	2018	2017	2016
$ 262,725	$ 257,064	$ 274,441	$ 257,628	$ 251,203	$ 218,375
334,316	299,176	278,313	256,355	274,007	227,158
(71,591)	(42,112)	(3,872)	1,273	(22,804)	(8,783)
$ 2,230,263	$ 1,995,839	$ 1,959,706	$ 1,835,755	$ 1,827,930	$ 1,515,399
14.99%	14.99%	14.20%	13.96%	14.99%	14.99%

Town of Argyle, Texas

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION

September 30, 2025

BUDGETARY INFORMATION

The Town follows these procedures annually in establishing the budgetary data reflected in the budgetary comparison schedules:

1. The Town Administrator submits to the Town Council a proposed budget for the fiscal year commencing the following October 1. The budget includes proposed expenditures and the means of financing them.

2. Prior to October 1, the budget is legally adopted through passage of an ordinance. This budget is reported as the Original Budget in the budgetary comparison schedules.

3. During the fiscal year, changes to the adopted budget may be authorized, as follows:

    a. Items requiring Town Council action – appropriation of fund balance reserves; transfers of appropriations between funds; new inter-fund loans or advances; and creation of new capital projects or increases to existing capital projects.
    b. Items delegated to the Town Administrator – appropriation balances from an expenditure account to another within a single fund.

4. Annual budgets are legally adopted and amended as required for the general, special revenue and debt service funds. Project length budgets are adopted for the capital projects funds. All budgets are adopted on a basis consistent with generally accepted accounting principles. Budgets are adopted for the proprietary funds annually only as a management tool. There are no legally mandated budgetary constraints for the proprietary funds.

5. Budget amounts are reflected after all authorized amendments and revisions. This budget is reported as the Final Budget in the budgetary comparison schedules.

6. The appropriated budget is prepared by fund, function and department. The Town's management may make transfers of appropriations within a fund. Transfers of appropriations between funds require the approval of the Town Council. The legal level of budgetary control is the fund level.

7. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of resources are recorded to reserve that portion of the applicable appropriation, is utilized in the governmental funds. Encumbrances lapse at year-end and do not constitute expenditures or liabilities because the commitments must be re-appropriated and honored during the subsequent year.

Other Supplementary Information

For the Fiscal Year Ended
September 30, 2025

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Combining Nonmajor Fund Financial Statements

For the Fiscal Year Ended
September 30, 2025

Town of Argyle, Texas

COMBINING BALANCE SHEET

NONMAJOR GOVERNMENTAL FUNDS

September 30, 2025

	Special Revenue Funds				
	Court Technology Fund	Court Security Fund	Parkland Dedication Fund	Tree Reforestation Fund	LEOSE Training Fund
Assets					
Cash and investments	$ 19,829	$ 85,540	$ 112,474	$ 69,793	$ 7,939
Receivables (net)	-	-	-	-	-
Due from other funds	-	-	-	-	-
Total Assets	19,829	85,540	112,474	69,793	7,939
Liabilities					
Accounts payable	33	-	-	-	-
Total Liabilities	33	-	-	-	-
Deferred Inflows of Resources					
Total Deferred Inflows of Resources	-	-	-	-	-
Fund Balances					
Restricted for:					
Court security and technology	19,796	85,540	-	-	-
Capital improvements	-	-	-	-	-
Committed to:					
Parks	-	-	112,474	69,793	-
Equipment replacement	-	-	-	-	-
Public safety	-	-	-	-	7,939
Building maintenance	-	-	-	-	-
Total Fund Balances	19,796	85,540	112,474	69,793	7,939
Total Liabilities, Deferred Inflows, and Fund Balances	$ 19,829	$ 85,540	$ 112,474	$ 69,793	$ 7,939

Special Revenue Funds					
Police Seizures Fund	Police Donations Fund	Building Maintenance Fund	Hotel Occupancy Tax Fund	Senior Citizens Organization Fund	Economic Development Corporation
$ 18,231	$ 37,800	$ 4,900	$ 1,449	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
18,231	37,800	4,900	1,449	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
18,231	37,800	-	-	-	-
-	-	4,900	1,449	-	-
18,231	37,800	4,900	1,449	-	-
$ 18,231	$ 37,800	$ 4,900	$ 1,449	$ -	$ -

Town of Argyle, Texas

COMBINING BALANCE SHEET

NONMAJOR GOVERNMENTAL FUNDS (continued)

September 30, 2025

	Special Revenue Fund	Blended Component Unit		Capital Projects	Total
	Tax Increment Reinvestment Zone (TIRZ)	Municipal Development District	Crime Control & Prevention District	Equipment Replacement Fund	Nonmajor Governmental Funds
Assets					
Cash and investments	$ 110,638	$ 2,176,185	$ 647,204	$ 202,255	$ 3,494,237
Receivables (net)	-	96,697	78,563	-	175,260
Due from other funds	278,862	-	-	-	278,862
Total Assets	389,500	2,272,882	725,767	202,255	3,948,359
Liabilities					
Accounts payable	-	2,451	2,049	20,484	25,017
Total Liabilities	-	2,451	2,049	20,484	25,017
Deferred Inflows of Resources					
Total Deferred Inflows of Resources	-	-	-	-	-
Fund Balances					
Restricted for:					
Court security and technology	-	-	-	-	105,336
Capital improvements	389,500	2,270,431	723,718	-	3,383,649
Committed to:					
Parks	-	-	-	-	182,267
Equipment replacement	-	-	-	181,771	181,771
Public safety	-	-	-	-	63,970
Building maintenance	-	-	-	-	6,349
Total Fund Balances	389,500	2,270,431	723,718	181,771	3,923,342
Total Liabilities, Deferred Inflows, and Fund Balances	$ 389,500	$ 2,272,882	$ 725,767	$ 202,255	$ 3,948,359

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Town of Argyle, Texas

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended September 30, 2025

	Special Revenue Funds				
Revenues	**Court Technology Fund**	**Court Security Fund**	**Parkland Dedication Fund**	**Tree Reforestation Fund**	**LEOSE Training Fund**
Sales tax	$ -	$ -	$ -	$ -	$ -
Property tax, penalties, and interest	-	-	-	-	-
Interest	787	3,303	5,142	2,890	333
Contributions	-	-	-	-	-
Fines	12,970	15,863	-	-	-
Park development	-	-	12,448	-	-
Charges for services	-	-	-	-	3,142
Miscellaneous	-	-	-	-	-
Total Revenues	13,757	19,166	17,590	2,890	3,475
Expenditures					
Current:					
Development	-	-	-	-	-
Public safety	-		-	-	1,772
General government	-	-	-	3,999	-
Parks	-	-	10,321	9,039	-
Court	10,416	126	-	-	-
Capital outlay	-	-	17,100	-	-
Debt service:					
Principal	-	-	-	-	-
Total Expenditures	10,416	126	27,421	13,038	1,772
Revenues Over Expenditures	3,341	19,040	(9,831)	(10,148)	1,703
Other Financing Sources (Uses)					
Transfers in	-	-	-	-	-
Transfers (out)	-	-	-	-	-
Total Other Financing Sources	-	-	-	-	-
Net Change in Fund Balances	3,341	19,040	(9,831)	(10,148)	1,703
Beginning Fund Balances originally stated	16,455	66,500	122,305	79,941	6,236
Adjustments	-	-	-	-	-
Beginning fund balance, as restated	16,455	66,500	122,305	79,941	6,236
Ending Fund Balances	$ 19,796	$ 85,540	$ 112,474	$ 69,793	$ 7,939

Special Revenue Funds					
Police Seizures Fund	Police Donations Fund	Building Maintenance Fund	Hotel Occupancy Tax Fund	Senior Citizens Organization Fund	Economic Development Corporation
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	2,401	212	-	-	-
-	36,450	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	620	-	-
-	38,851	212	620	-	-
-	-		-	-	-
-	48,088		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	-		-	-	-
-	48,088	-	-	-	-
-	(9,237)	212	620	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	(9,237)	212	620	-	-
18,231	47,037	4,688	829	(1,097)	23,835
-	-	-	-	1,097	(23,835)
18,231	47,037	4,688	829	-	-
$ 18,231	$ 37,800	$ 4,900	$ 1,449	$ -	$ -

Town of Argyle, Texas

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (continued)
For the Year Ended September 30, 2025

	Special Revenue Fund	Blended Component Units		Capital Projects	Total
Revenues	**Tax Increment Reinvestment Zone (TIRZ)**	**Municipal Development District**	**Crime Control & Prevention District**	**Equipment Replacement Fund**	**Nonmajor Governmental Funds**
Sales tax	$ -	$ 587,870	$ 491,697	$ -	$ 1,079,567
Property tax, penalties, and interest	367,002	-	-	-	367,002
Interest	9,205	97,104	36,875	10,325	168,577
Contributions	-	-	17,200	-	53,650
Fines	-	-	-	-	28,833
Park development	-	-	-	-	12,448
Charges for services	-	-	-	-	3,142
Miscellaneous	-	-	-	-	620
Total Revenues	376,207	684,974	545,772	10,325	1,713,839
Expenditures					
Current:					
Development	367,003			-	367,003
Public safety	-	-	45,587	-	95,447
General government	-	381,689	44,084	4,279	434,051
Parks	-	-	-	-	19,360
Court	-	-	-	-	10,542
Capital outlay	-	-	162,472	70,985	250,557
Debt service:					
Principal	-	-	18,732	-	18,732
Total Expenditures	367,003	381,689	270,875	75,264	1,195,692
Revenues Over Expenditures	9,204	303,285	274,897	(64,939)	518,147
Other Financing Sources (Uses)					
Transfers in	-	-	-	-	-
Transfers (out)	-	(47,003)	(162,650)	-	(209,653)
Total Other Financing Sources	-	(47,003)	(162,650)	-	(209,653)
Net Change in Fund Balances	9,204	256,282	112,247	(64,939)	308,494
Beginning Fund Balances originally stated	380,296	1,971,272	611,471	246,710	3,594,709
Adjustments	-	42,877	-	-	20,139
Beginning fund balance, as restated	380,296	2,014,149	611,471	246,710	3,614,848
Ending Fund Balances	$ 389,500	$ 2,270,431	$ 723,718	$ 181,771	$ 3,923,342



Budgetary Comparison Information

For the Fiscal Year Ended
September 30, 2025

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

STREET MAINTENANCE FUND

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Sales tax	$ 734,800	$ 734,800	$ 1,040,068	$ 305,268
Interest	75,000	75,000	141,076	66,076
Total Revenues	809,800	809,800	1,181,144	371,344
Expenditures				
Streets	570,000	570,000	127,070	442,930
Total Expenditures	570,000	570,000	127,070	442,930
Excess (Deficiency) of Revenues Over (Under) Expenditures	239,800	239,800	1,054,074	814,274
Other Financing Sources (Uses)				
Transfers out	-	-	(100,000)	(100,000)
Total Other Financing Sources (Uses)	-	-	(100,000)	(100,000)
Net Change in Fund Balances	239,800	239,800	954,074	$ 714,274
Beginning Fund Balances, as restated	2,832,951	2,832,951	2,832,951	
Ending Fund Balances	$ 3,072,751	$ 3,072,751	$ 3,787,025	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

DEBT SERVICE FUND

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues				
Property tax	$ 1,321,592	$ 1,321,592	$ 1,463,552	$ 141,960
Interest	24,000	24,000	63,512	39,512
Total Revenues	1,345,592	1,345,592	1,527,064	181,472
Expenditures				
General government	9,250.00	9,250.00	1,851	7,399
Debt service:				
Principal	1,057,000	1,057,000	895,000	162,000
Interest	209,020	209,020	157,325	51,695
Total Expenditures	1,275,270	1,275,270	1,054,176	221,094
Excess (Deficiency) of Revenues Over (Under) Expenditures	70,322	70,322	472,888	402,566
Other Financing Sources (Uses)				
Transfers out	(65,000)	(65,000)	-	65,000
Total Other Financing Sources (Uses)	(65,000)	(65,000)	-	65,000
Net Change in Fund Balances	5,322	5,322	472,888	$ 467,566
Beginning Fund Balances, as restated	735,397	735,397	735,397	
Ending Fund Balances	$ 740,719	$ 740,719	$ 1,208,285	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

ROADWAY IMPACT FEE FUND

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues				
Interest	$ 102,500	$ 102,500	$ 133,528	$ 31,028
Other	334,539	334,539	111,604	(222,935)
Total Revenues	437,039	437,039	245,132	(191,907)
Excess (Deficiency) of Revenues Over (Under) Expenditures	437,039	437,039	245,132	(191,907)
Net Change in Fund Balances	437,039	437,039	245,132	$ (191,907)
Beginning Fund Balances, as restated	2,925,898	2,925,898	2,925,898	
Ending Fund Balances	$ 3,362,937	$ 3,362,937	$ 3,171,030	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

CAPITAL IMPROVEMENTS FUND

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Interest	$ 62,500	$ 62,500	$ 109,491	$ 46,991
Other	-	-	1,128	1,128
Total Revenues	62,500	62,500	110,619	48,119
Expenditures				
Public works	-	889,828	43,601	846,227
Debt service:				
Interest and fiscal charges	-	-	33,720	(33,720)
Total Expenditures	-	889,828	77,321	812,507
Excess (Deficiency) of Revenues Over (Under) Expenditures	62,500	(827,328)	33,298	860,626
Other Financing Sources (Uses)				
Lease proceeds	-	-	785,000	785,000
Proceeds from sale of capital assets	-	-	139,693	139,693
Transfers out	-	-	1,389,828	1,389,828
Total Other Financing Sources (Uses)	-	-	2,314,521	2,314,521
Net Change in Fund Balances	62,500	(827,328)	2,347,819	$ 3,175,147
Beginning Fund Balances, as restated	1,971,778	1,971,778	1,971,778	
Ending Fund Balances	$ 2,034,278	$ 1,144,450	$ 4,319,597	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

MUNICIPAL DEVELOPMENT DISTRICT

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Sales tax	$ 450,000	$ 450,000	$ 587,870	$ 137,870
Interest	125,000	125,000	97,104	(27,896)
Total Revenues	575,000	575,000	684,974	109,974
Expenditures				
Economic development	509,111	509,111	381,689	127,422
Total Expenditures	509,111	509,111	381,689	127,422
Excess (Deficiency) of Revenues Over (Under) Expenditures	65,889	65,889	303,285	237,396
Other Financing Sources (Uses)				
Transfers out	(47,003)	(47,003)	(47,003)	-
Transfers in	-	-	19,042	(19,042)
Total Other Financing Sources (Uses)	(47,003)	(47,003)	(27,961)	(19,042)
Net Change in Fund Balances	18,886	18,886	275,324	$ 218,354
Beginning Fund Balances, as restated	1,995,107	1,995,107	1,995,107	
Ending Fund Balances	$ 2,013,993	$ 2,013,993	$ 2,270,431	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

CRIME CONTROL AND PREVENTION DISTRICT

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Sales tax	$ 424,435	$ 424,435	$ 491,697	$ 67,262
Interest	42,500	42,500	36,875	(5,625)
Contributions	-	-	17,200	17,200
Total Revenues	466,935	466,935	545,772	78,837
Expenditures				
Public safety	42,943	92,117	45,587	46,530
General government	47,768	47,768	44,084	3,684
Capital outlay	177,725	177,725	162,472	15,253
Debt service:				
Principal	-	-	18,732	(18,732)
Total Expenditures	268,436	317,610	270,875	46,735
Excess (Deficiency) of Revenues Over (Under) Expenditures	198,499	149,325	274,897	125,572
Other Financing Sources (Uses)				
Transfers out	(162,650)	(162,650)	(162,650)	-
Total Other Financing Sources (Uses)	(162,650)	(162,650)	(162,650)	-
Net Change in Fund Balances	35,849	(13,325)	112,247	$ 125,572
Beginning Fund Balances, as restated	611,471	611,471	611,471	
Ending Fund Balances	$ 647,320	$ 598,146	$ 723,718	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

COURT TECHNOLOGY FUND

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Fines	$ 12,500	$ 12,500	$ 12,970	$ 470
Interest	750	750	787	37
Total Revenues	13,250	13,250	13,757	507
Expenditures				
Court	4,900	4,900	10,416	(5,516)
Total Expenditures	4,900	4,900	10,416	(5,516)
Excess (Deficiency) of Revenues Over (Under) Expenditures	8,350	8,350	3,341	(5,009)
Net Change in Fund Balances	8,350	8,350	3,341	$ (5,009)
Beginning Fund Balances, as restated	16,455	16,455	16,455	
Ending Fund Balances	$ 24,805	$ 24,805	$ 19,796	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

COURT SECURITY FUND

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Fines	$ 12,500	$ 12,500	$ 15,863	$ 3,363
Interest	2,150	2,150	3,303	1,153
Total Revenues	14,650	14,650	19,166	4,516
Expenditures				
Court	2,500	2,500	126	2,374
Total Expenditures	2,500	2,500	126	2,374
Excess (Deficiency) of Revenues Over (Under) Expenditures	12,150	12,150	19,040	6,890
Net Change in Fund Balances	12,150	12,150	19,040	$ 6,890
Beginning Fund Balances, as restated	66,500	66,500	66,500	
Ending Fund Balances	$ 78,650	$ 78,650	$ 85,540	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

PARKLAND DEDICATION FUND

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
Park development	$ 32,519	$ 32,519	$ 12,448	$ (20,071)
Interest	24,500	24,500	5,142	(19,358)
Contributions	-	-	-	-
Total Revenues	57,019	57,019	17,590	(39,429)
Expenditures				
Parks	45,000	45,000	10,321	34,679
Capital outlay	-	-	17,100	(17,100)
Total Expenditures	45,000	45,000	27,421	17,579
Excess (Deficiency) of Revenues Over (Under) Expenditures	12,019	12,019	(9,831)	(21,850)
Net Change in Fund Balances	12,019	12,019	(9,831)	$ (21,850)
Beginning Fund Balances, as restated	122,305	122,305	122,305	
Ending Fund Balances	$ 134,324	$ 134,324	$ 112,474	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

TREE REFORESTATION FUND

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues				
Interest	$ 13,500	$ 13,500	$ 2,890	$ (10,610)
Total Revenues	13,500	13,500	2,890	(10,610)
Expenditures				
Parks	-	10,150	9,039	1,111
General government	2,500	3,985	3,999	(14)
Total Expenditures	2,500	14,135	13,038	1,097
Excess (Deficiency) of Revenues Over (Under) Expenditures	11,000	(635)	(10,148)	(9,513)
Net Change in Fund Balances	11,000	(635)	(10,148)	$ (9,513)
Beginning Fund Balances, as restated	79,941	79,941	79,941	
Ending Fund Balances	$ 90,941	$ 79,306	$ 69,793	

Town of Argyle, Texas

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET TO ACTUAL

EQUIPMENT REPLACEMENT FUND

For the Year Ended September 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues				
Interest	$ 9,250	$ 9,250	$ 10,325	$ 1,075
Total Revenues	9,250	9,250	10,325	1,075
Expenditures				
General government	-	-	4,279	(4,279)
Capital outlay	70,500	75,264	70,985	4,279
Total Expenditures	70,500	75,264	75,264	-
Excess (Deficiency) of Revenues Over (Under) Expenditures	(61,250)	(66,014)	(64,939)	1,075
Net Change in Fund Balances	(61,250)	(66,014)	(64,939)	$ 1,075
Beginning Fund Balances, as restated	246,710	246,710	246,710	
Ending Fund Balances	$ 185,460	$ 180,696	$ 181,771	



Statistical Section

For the Fiscal Year Ended
September 30, 2025

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Town of Argyle, Texas

STATISITICAL SECTION

September 30, 2025

This part of the Town's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Town's overall financial health.

Contents **Page**

Financial Trends 112-119

These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time.

Revenue Capacity 121-125

These schedules contain information to help the reader asses the Town's most significant local revenue source: property tax.

Debt Capacity 127

These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue in the

Demographics and Economic Information 128-129

These schedules offer economic and demographic indicators to help the reader understand the environment within which the Town's financial activities take place.

TOWN OF ARGYLE, TEXAS
NET POSITION BY COMPONENT
Last Ten Fiscal Years
(Unaudited)

	2025	2024	2023	2022
Governmental activities				
Net investment in capital position	$ 24,346,996	$ 26,064,224	$ 20,196,668	$ 16,157,038
Restricted	15,974,922	10,461,131	9,560,369	10,788,211
Unrestricted	6,527,516	5,637,199	7,805,208	5,748,766
Total governmental activities net assets	$ 46,849,434	$ 42,162,554	$ 37,562,245	$ 32,694,015
Business-type activities				
Net investment in capital position	$ 7,758,541	$ 7,989,333	$ 7,360,471	$ 6,626,680
Restricted	-	1,302,194	1,309,608	1,221,892
Unrestricted	3,722,756	2,412,541	3,200,031	3,144,830
Total business-type activities net assets	$ 11,481,297	$ 11,704,068	$ 11,870,110	$ 10,993,402
Primary government				
Net investment in capital position	$ 32,105,537	$ 34,053,557	$ 27,557,139	$ 22,783,718
Restricted	15,974,922	11,763,325	10,869,977	12,010,103
Unrestricted	10,250,272	8,049,740	10,982,530	8,893,595
Total primary government net assets	$ 58,330,731	$ 53,866,622	$ 49,409,646	$ 43,687,416

Source: Statement Net Position

2021	2020	2019	2018	2017	2016
17,678,131	$ 10,438,118	$ 9,411,671	$ 11,163,507	$ 5,654,315	$ 5,512,466
7,376,509	6,826,428	7,219,075	4,036,216	2,637,635	1,897,972
3,467,381	2,273,990	1,683,603	2,179,909	1,996,236	1,827,510
$ 28,522,021	$ 19,538,536	$ 18,314,349	$ 17,379,632	$ 10,288,186	$ 9,237,948
$ 6,561,242	$ 4,562,719	$ 4,510,097	$ 2,164,751	$ 1,415,460	$ 1,502,777
1,283,870	884,099	646,237	410,396	395,395	402,828
2,755,993	1,000,020	1,048,166	806,688	478,541	221,298
$ 10,601,105	$ 6,446,838	$ 6,204,500	$ 3,381,835	$ 2,289,396	$ 2,126,904
$ 24,239,373	$ 15,000,837	$ 13,921,768	$ 13,328,258	$ 7,069,775	$ 7,015,243
8,660,379	7,710,527	7,865,312	4,446,612	3,033,030	2,300,800
6,223,374	3,274,010	2,731,769	2,986,597	2,474,777	2,048,809
$ 39,123,126	$ 25,985,374	$ 24,518,849	$ 20,761,467	$ 12,577,582	$ 11,364,852

TOWN OF ARGYLE, TEXAS
CHANGES IN NET POSITION, LAST TEN FISCAL YEARS
(accrual basis of accouting)
(Unaudited)

	2025	2024	2023	2022	2021
Expenses					
Governmental activities:					
General Government	$1,928,144	$2,304,937	$ 2,616,292	$ 1,892,173	$ 2,132,561
Public Safety	2,604,455	2,466,131	2,294,228	1,898,264	1,618,662
Municipal Court	206,536	151,550	126,739	67,190	136,705
Public Works	2,433,835	1,413,299	1,656,206	1,234,657	1,331,292
Development Services	1,405,208	762,433	1,005,066	872,554	900,614
Interest on Long Term Debt	182,164	127,388	(40,518)	235,119	154,933
Bond Issue Costs	-	-	-	-	-
Total governmental activities expenses	$8,760,342	$7,225,738	7,658,014	6,199,958	6,274,767
Business-type activities:					
Wastewater utility	2,600,230	2,482,750	1,760,251	1,096,415	990,746
Total business-type activities expenses	2,600,230	2,482,750	1,760,251	1,096,415	990,746
Total primary government expenses	$ 11,360,572	$ 9,708,488	$ 9,418,265	$ 7,296,373	$ 7,265,513
Program Revenues					
Governmental activities:					
Charges for services:					
General Government	$997,889	$671,060	1,304,050	1,062,365	1,118,369
Public Safety	-	-	-	-	-
Municipal Court	849,945	399,970	324,257	220,000	309,178
Public Works	181,656	112,342	402,307	482,647	247,092
Development Services	-	-	713,551	665,842	491,378
Operating grants and contributions	985,978	28,815	44,379	14,786	12,150
Capital grants and contributions	-	-	-	-	-
Total governmental activities program revenues	3,015,468	1,212,187	2,788,544	2,445,640	2,178,167
Business-type activities:					
Charges for services:					
Wastewater utiltity	2,436,895	2,413,529	2,515,493	1,898,331	919,842
Operating grants and contributions	-	-	-	-	-
Capital grants and contributions	-	-	803,741	108,035	810,092
Total business-type activities program revenues	2,436,895	2,413,529	3,319,234	2,006,366	1,729,934
Total primary government program revenues	$ 5,452,363	$ 3,625,716	$ 6,107,778	$ 4,452,006	$ 3,908,101
Net (Expense) Revenue					
Governmental Activities	(5,744,874)	(6,013,551)	4,869,477	(3,754,318)	(4,096,600)
Business-type Activities	(163,335)	(69,221)	755,242	909,951	739,188
Total Primary government net expense	$ (5,908,209)	$ (6,082,772)	$ 5,624,719	$ (2,844,367)	$ (3,357,412)
General Revenues and Other Changes in Net Position					
Governmental Activities:					
Taxes					
Property Taxes	$5,362,612	$4,845,793	4,029,355	3,663,937	3,057,351
Sales Taxes	4,235,840	3,580,700	3,200,511	2,849,949	1,892,816
Franchise Taxes	615,008	630,996	535,790	496,355	288,088
Interest	547,287	1,064,503	874,407	206,770	43,340
Intergovernmental	424,836	251,021	693,256	-	957,500
Miscellaneous	115,192	234,309	168,174	163,682	543,504
Transfers in (out)	-	221,644	236,214	545,619	412,040
Total Governmental Activities	11,300,775	10,828,966	9,737,707	7,926,312	7,194,639
Business-type Activities:					
Interest Earnings	170,007	124,823	219,553	27,965	8,057
Transfers in (out)	-	(221,644)	(236,214)	(545,619)	(412,040)
Total Business-type Activities	170,007	(96,821)	(16,661)	(517,654)	(403,983)
Total Primary Government	$ 11,470,782	$ 10,732,145	$ 9,721,046	$ 7,408,658	$ 6,790,656
Change in Net Position					
Governmental Activities	$ 5,555,901	$ 4,815,415	$ 14,607,184	$ 4,171,994	$ 3,098,039
Business-type Activities	6,672	(166,042)	738,581	392,297	335,205
Total Primary Government	$ 5,562,573	$ 4,649,373	$ 15,345,765	$ 4,564,291	$ 3,433,244

2020	2019	2018	2017	2016
$ 1,609,190	$ 1,109,901	$ 1,060,987	$ 881,297	$ 991,022
1,655,752	1,517,963	1,384,772	1,084,847	859,878
117,595	115,643	105,139	90,276	88,206
1,201,440	1,156,548	1,804,747	868,327	704,603
677,426	663,866	498,067	338,244	275,464
265,222	152,295	177,996	185,099	192,831
62,802	-	-	-	-
5,589,427	4,716,216	5,031,708	3,448,091	3,112,005
711,962	596,995	402,521	383,849	512,434
711,962	596,995	402,521	383,849	512,434
$ 6,301,389	$ 5,313,211	$ 5,434,229	$ 3,831,939	$ 3,624,439
599,078	534,491	541,127	2,562	26,827
-	-	-	664	550
211,666	264,096	337,811	309,913	289,463
239,982	67,025	44,030	173,809	100,503
356,377	265,204	150,040	420,272	307,832
37,773	20,716	14,633	45,959	60,187
-	-	4,724,210	-	1,772,418
1,444,876	1,151,532	5,811,851	953,177	2,557,781
827,203	1,014,977	662,468	422,141	404,028
-	-	-	-	-
240,114	2,529,462	812,764	92,374	1,103,911
1,067,317	3,544,439	1,475,232	514,514	1,507,939
$ 2,512,193	$ 4,695,971	$ 7,287,083	$ 1,467,692	$ 4,065,719
(4,144,551)	(3,564,684)	780,143	(2,494,913)	(554,224)
355,355	2,947,444	1,072,711	130,666	995,505
$ (3,789,196)	$ (617,240)	$ 1,852,854	$ (2,364,247)	$ 441,281
2,681,177	2,531,290	2,252,713	2,079,623	1,838,958
1,157,362	1,366,439	779,909	620,659	498,650
296,761	392,400	387,457	375,826	388,363
188,712	117,016	46,681	26,199	23,370
-	500,000	-	-	-
15,389	29,202	29,329	49,172	457
160,000	-	72,895	28,300	28,300
4,499,401	4,936,347	3,568,984	3,179,778	2,778,097
35,221	19,728	7,993	5,197	4,782
(160,000)	-	-	54,859	15,870
(124,779)	19,728	7,993	60,056	20,652
$ 4,374,622	$ 4,956,075	$ 3,576,977	$ 3,239,834	$ 2,798,750
$ 354,850	$ 1,371,663	$ 4,349,127	$ 684,865	$ 2,223,873
230,576	2,967,172	1,080,704	190,721	1,016,158
$ 585,426	$ 4,338,835	$ 5,429,831	$ 875,587	$ 3,240,031

TOWN OF ARGYLE, TEXAS
FUND BALANCES, GOVERNMENTAL FUNDS
Last Ten Fiscal Years
(Unaudited)

	2025	2024	2023	2022
General Fund				
Unassigned	$5,815,097	$3,783,751	$5,250,883	$4,629,507
Reserved for other *	-	-	-	-
Total general fund	$ 5,815,097	$ 3,783,751	$ 5,250,883	$ 4,629,507
All Other Governmental Funds				
Restricted for:				
Capital Projects	$ 7,490,627	$ 4,897,676	$ 4,161,757	$ 5,663,660
Debt Service	1,208,285	735,397	319,304	118,518
Street Maintenance	3,787,025	2,832,951	2,646,098	1,868,089
Economic Development	2,994,149	1,995,107	2,433,210	2,081,919
Municipal Court	105,336	82,955	65,697	46,581
Committed to:				
Equipment replacement	181,771	246,710	237,841	194,369
Community Projects	182,267	201,150	1,108,786	846,588
Building Maintenance	6,349	4,688	29,490	28,207
Police	63,970	664,744	627,487	518,128
Crime Control	-	-	-	-
TIRZ No. 1	389,500	380,296	199,561	268,740
Unassigned, reported in:				
Special revenue funds	-	-	-	-
Total all other governmental funds	$16,409,279	$12,041,674	$11,829,231	$11,634,799
Total fund balances	$ 22,224,376	$ 15,825,425	$ 17,080,114	$ 16,264,306

*Includes prepaid items, inventory and encumbrances

	2021	2020	2019	2018	2017	2016
	$4,225,261	$3,238,631	$2,334,528	$2,427,523	$2,421,514	$2,257,770
	-	-	-	-	-	-
$	4,225,261	$ 3,238,631	$ 2,334,528	$ 2,427,523	$ 2,421,514	$ 2,257,770
$	1,783,315	$2,586,202	$3,825,286	$1,259,100	$1,702,487	$964,444
	105,131	194,146	240,161	227,264	203,279	158,368
	1,633,219	1,192,594	845,541	525,155	433,253	301,846
	1,812,329	1,685,253	1,545,186	1,417,534	-	-
	43,370	-	-	-	-	-
	192,956	280,939	249,625	117,438	95,747	55,798
	614,305	-	-	-	-	-
	28,002	-	-	-	-	-
	24,422	-	-	-	-	-
	361,713	258,145	232,767	293,930	-	-
	(212,347)	147,701	12,363	-	-	-
	-	481,448	268,146	195,795	202,870	417,516
	$6,386,415	$6,826,428	$7,219,075	$4,036,216	$2,637,635	$1,897,972
$	10,611,676	$ 10,065,059	$9,553,603	$ 6,463,739	$ 5,059,149	$ 4,155,742

TOWN OF ARGYLE, TEXAS
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
Last Ten Fiscal Years
(Unaudited)

	2025	2024	2023	2022
REVENUES:				
General Property Taxes	$5,329,386	$4,803,233	4,086,202	3,476,659
Sales Tax	4,235,840	3,580,700	3,200,511	2,849,949
Franchise Tax	615,008	630,996	535,790	496,355
Municipal court fines	518,454	399,970	324,257	207,532
Building permits & fees	997,889	644,511	1,282,430	1,062,365
Court Technology and security fees	28,833	26,549	21,610	12,468
Park development fees	41,963	112,342	402,307	389,637
Tree reforestation fee	-	-	10	93,010
Roadway impact fees	-	-	713,551	665,842
Contributions	985,978	28,815	44,379	14,786
Intergovernmental	424,836	251,021	693,256	
Interest	849,945	1,064,503	874,397	206,770
Miscellaneous	115,192	234,309	168,174	163,682
Total Revenues	14,143,324	11,776,949	12,346,874	9,639,055
EXPENDITURES:				
General Government	1,858,840	2,091,406	2,333,825	1,826,208
Municipal Court	207,411	152,017	126,575	137,461
Public Safety	2,463,410	2,451,006	2,170,993	1,856,869
Public Works	1,346,432	1,298,976	927,073	510,082
Development Services	1,409,001	757,312	1,004,813	942,825
Capital outlay:				
General Government	-	-	3,994,171	2,149,351
Public Safety	301,669	838,484	94,840	60,177
Public Works	-	254,036	-	-
Development Services	-	4,330,030	-	-
Debt Service-				
Principal Retirement	929,359	897,997	907,000	608,000
Interest and Fiscal Charges	191,045	182,020	207,989	212,396
Paying Agent Fees	-	-	-	-
Total Expenditures	8,707,167	13,253,284	11,767,279	8,303,369
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	5,436,157	(1,476,335)	579,595	1,335,686
OTHER FINANCING SOURCES (USES):				
Transfers In (out)	-	221,644	236,214	545,619
Bond Proceeds	785,000	-	-	3,085,000
Refunding bonds issued	-	-	-	-
Payment to refunded bond escrow agent	-	-	-	-
Premium on refunded bonds issued	-	-	-	239,007
Insurance proceeds	-	-	-	-
Grants; Sale of Assets; Other	139,693	-	-	-
Total Other Financing Sources (Uses)	924,693	221,644	236,214	3,869,626
NET CHANGE IN FUND BALANCES	6,360,850	(1,254,691)	815,809	5,205,312
Debt service as a percentage of noncapital expenditures	12.9%	8.3%	9.5%	9.9%

2021	2020	2019	2018	2017	2016
3,063,946	3,079,983	2,689,109	2,529,268	2,210,993	2,078,389
2,255,815	1,862,040	1,394,486	1,351,975	779,909	620,659
383,904	379,701	389,770	403,452	387,457	375,826
290,373	200,059	264,096	337,811	309,913	289,463
1,118,369	599,078	534,491	541,127	420,272	307,832
18,805	11,607	-	-	-	-
154,385	72,432	65,805	44,030	35,924	39,502
92,707	167,550	-	-	-	-
491,378	356,377	265,204	150,040	173,809	100,503
12,150	37,773	20,716	14,633	1,593	-
957,500	231,220		500,000	-	-
43,340	131,457	188,712	117,016	45,528	25,045
543,504	8,726	16,609	15,152	32,349	98,389
9,426,176	7,138,003	5,828,998	6,004,504	4,397,746	3,935,607
2,070,240	1,490,572	919,358	933,021	745,971	862,148
147,220	119,872	114,723	107,836	90,034	90,757
1,638,016	1,641,321	1,435,526	1,361,263	1,051,060	952,918
549,441	684,566	647,241	1,527,011	643,910	597,900
927,412	688,519	660,702	507,221	339,088	278,259
39,960	40,003	-	-	-	-
162,147	126,741	160,455	-	-	-
2,885,120	1,136,500	1,137,436	936,423	222,168	-
65,000	17,591	-			
580,000	3,076,000	523,000	424,000	285,000	281,000
185,047	297,745	135,353	178,096	185,994	193,718
-	62,802	-	-	4,011	750
9,249,603	9,382,232	5,733,794	5,974,871	3,567,235	3,257,449
176,573	(2,244,229)	95,204	29,633	830,511	678,158
412,040	115,686	160,000	-	72,895	28,300
-	2,640,000	2,665,000	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	105,000	-	-	-
-	-	64,660	-	-	-
-	-	-	-	-	-
412,040	2,755,686	2,994,660	-	72,895	28,300
588,613	511,457	3,089,864	29,633	903,407	706,458
14.3%	16.9%	14.3%	12.0%	14.2%	14.6%

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TOWN OF ARGYLE, TEXAS
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended Sept. 30,	Estimated Market Value		Less:	Total Taxable	Total Direct	Total Estimated	Assessed Value as
	Real Property	Personal Property	Tax-Exempt Property	Assesed Value	Tax Rate	Actual Taxable Value	Percentage of Actual Value
2016	752,600,191	16,731,535	$ (234,750,736)	$ 534,580,990	0.39750	$ 769,331,726	69.49%
2017	859,238,792	25,376,149	$ (265,181,610)	$ 619,433,331	0.39750	884,614,941	70.02%
2018	937,110,132	27,296,385	$ (289,997,239)	$ 674,409,278	0.39750	964,406,517	69.93%
2019	1,018,124,893	25,130,610	$ (298,026,581)	$ 745,228,922	0.39750	1,043,255,503	71.43%
2020	1,108,722,796	28,638,589	$ (325,883,352)	$ 811,478,033	0.39750	1,137,361,385	71.35%
2021	1,220,202,315	32,354,989	$ (339,299,930)	$ 913,257,374	0.37819	1,252,557,304	72.91%
2022	1,216,172,065	29,670,434	$ (342,649,702)	$ 903,192,797	0.37048	1,245,842,489	72.50%
2023	1,557,690,015	27,163,364	$ (520,513,968)	$ 1,064,339,411	0.36535	1,584,853,379	67.16%
2024	2,320,141,796	36,179,627	$ (786,706,421)	$ 1,569,615,002	0.34311	2,356,321,423	66.61%
2025	2,284,327,298	37,690,101	$ 781,505,543	$ 1,540,511,856	0.34311	2,322,017,399	66.61%

Source: Denton County Central Appraisal District

TOWN OF ARGYLE, TEXAS

DIRECT AND OVERLAPPING PROPERTY TAX RATES

Last Ten Years
(Unaudited)

	2025	2024	2023	2022
Direct Rates:				
	0.241942	0.246157	0.263677	0.298610
	0.101169	0.096954	0.101670	0.079583
Total Direct Rate	**0.343111**	**0.343111**	**0.365347**	**0.378193**
Overlapping Rates:				
Argyle Independent School District	1.17270	1.20990	1.21220	1.39760
Denton County	0.18787	0.18949	0.21754	0.23309
Argyle Emergency Services District	0.06000	0.06000	0.08028	0.09333
Total Rate	**1.76368**	**1.80250**	**1.87537**	**2.10221**

Tax rates per $100 of assessed valuation
Source: Denton County Central Appraisal District and Town records

Note 1: The Town's basic property tax rate may be increased only by a majority vote of the Town's residents. Rates for debt service are set based on each year's requirements.

2021	2020	2019	2018	2017	2016
0.30210	0.30011	0.30110	0.30110	0.30445	0.31945
0.09541	0.09739	0.09739	0.09739	0.09305	0.07805
0.3975	**0.3975**	**0.39849**	**0.39849**	**0.3975**	**0.3975**
1.40000	1.50800	1.58050	1.57005	1.57005	1.57005
0.22499	0.22528	0.22557	0.23781	0.24841	0.27220
0.10000	0.09982	0.09982	0.09982	0.10000	0.10000
2.12249	**2.23060**	**2.30438**	**2.30617**	**2.31596**	**2.33975**

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TOWN OF ARGYLE, TEXAS
PRINCIPAL PROPERTY TAXPAYERS
Current Year
(Unaudited)

	Fiscal Year 2025		
Property Taxpayer	**Taxable Assessed Value**	**Rank**	**Percentage of Total Town Taxable Assessed Value**
Series VII, A Series of Henry Property Development LLC	$ 8,711,057	1	0.39%
US Trinity Holdings	8,224,635	2	0.37%
Waterbrook of Argyle LLC	7,584,176	3	0.34%
D.R. Horton-Texas, LTD	6,095,297	4	0.27%
CDI Evans LLC	5,800,000	5	0.26%
Dynamic Color Images Inc	4,834,264	6	0.22%
CDI Old Justin LLC	4,759,233	7	0.21%
4C Blue Angel Ranch PK LLC	4,413,726	8	0.20%
Schields Family Holdings - Argyle LLC	4,342,471	9	0.19%
Critz, John Martin & Courtney Layne	4,155,189	10	0.19%
Total	$ 58,920,048		2.63%
Total Assessed Value:	$ 2,239,083,980		100%

Source: Tax Office
Note: Property is assessed as of January 1 and certified to the Town by July 25 for taxable values.

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TOWN OF ARGYLE, TEXAS
RATIO OF GENERAL BONDED DEBT OUTSTANDING
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	General Bonded Debt Outstanding: General Obligation Bonds	General Bonded Debt Outstanding: Certificates of Obligation	General Bonded Debt Outstanding: Total	Percentage of Actual Taxable Value of Property (1)	Per Capita (2)
2016	418,000	4,715,000	5,133,000	0.96%	1,344
2017	363,000	4,485,000	4,848,000	0.78%	1,237
2018	304,000	4,120,000	4,424,000	0.66%	1,095
2019	1,151,000	5,435,000	6,586,000	0.91%	1,579
2020	3,650,000	2,500,000	6,150,000	0.76%	1,427
2021	3,305,000	4,260,000	7,565,000	0.83%	1,639
2022	3,602,000	7,025,000	10,627,000	1.18%	1,594
2023	3,145,000	6,415,000	9,560,000	0.90%	1,709
2024	2,735,000	5,790,000	8,525,000	0.54%	1,354
2025	2,320,000	5,140,000	7,460,000	0.48%	1,185

Note: Details regarding the Town's outstanding debt can be found in the notes to the financial statements.

(1) See Assessed Value and Estimated Actual Value of Taxable Property Table on the previous page for property value data.

TOWN OF ARGYLE, TEXAS
FULL-TIME EQUIVALENT TOWN GOVERNMENT EMPLOYEES BY FUNCTION
Last Ten Years
(Unaudited)

Function/Program	2025	2024	2023	2022
General Government and Administration	8.00	7.75	6.50	6.50
Development Services	4.00	4.00	4.00	4.00
Public Safety	19.00	19.00	18.00	15.00
Public Works - Streets	3.90	3.90	6.10	5.10
Wastewater	3.10	3.60	2.40	2.40
Total	38.00	38.25	37.00	33.00

Source: Various Town departments.

2021	2020	2019	2018	2017	2016
6.90	5.75	6.00	5.50	5.00	6.00
4.00	3.75	3.50	3.00	2.00	1.00
14.00	14.00	13.50	11.00	11.00	9.50
6.10	7.10	5.60	5.50	5.50	4.50
2.40	1.90	1.40	1.50	1.50	2.50
33.40	32.50	30.00	26.50	25.00	23.50

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	March 23, 2026

PRESENTER:

Erika McComis, Town Secretary/Town Treasurer

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Consider approval of Resolution 2026-12 authorizing membership in the Atmos Cities Steering Committee; and authorizing the payment of four cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activites related to Atmos Energy Corporation.

BACKGROUND INFORMATION:

The proposed resolution authorizes the Town's continued participation in the Atmos Cities Steering Committee (ACSC), a coalition of 188 municipalities served by Atmos Energy's Mid-Tex Division that work together to regulate the rates of the monopoly natural gas provider. Because Atmos has no competitors, municipal oversight of gas rates helps ensure that charges to residential and small commercial customers remain fair and reasonable. ACSC represents more than 70 percent of the service load within the Mid-Tex system and provides coordinated representation for member cities in rate cases, appeals, rulemakings, and legislative matters that impact natural gas rates. The resolution would authorize the Town's continued membership and the payment of the annual ACSC assessment of four cents ($0.04) per capita, which supports the coalition's efforts to advocate for member cities and their customers.

FISCAL IMPACT:

☒ Not Applicable
☒ Proposed Expenditure: $234.36
☐ General Ledger Code: 100-5-110-3120
☐ Proposed Revenue:

☐ Budget Amendment Required: No
☒ Financial Review Completed by: E. McComis

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2026-12 as presented.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-12

A RESOLUTION AUTHORIZING MEMBERSHIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FOUR CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the Town of Argyle is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the Town; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the Town would like to become a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

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

I.

That the Town is authorized to become a member in the Atmos Cities Steering Committee to protect the interests of the Town of Argyle and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the Town limits.

II.

The Town is further authorized to pay its 2026 assessment to the ACSC in the amount of four cents ($0.04) per capita.

III.

A copy of this Resolution and approved assessment fee payable to City of Arlington, C/O *Atmos Cities Steering Committee*" shall be sent to:

Town of Arlington
Attn: Brandi Stigler
C/O Atmos Cities Steering Committee
PO Box 90231
Arlington, Texas 76004

PASSED AND APPROVED THIS THE 23rd DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	March 23, 2026

PRESENTER:

Harrison Wicks, Director of Community Development

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider Ordinance 2026-09 amending the Town of Argyle Fiscal Year 2025-2026 official budget, adopted by Ordinance 2025-35, appropriating $25,600.00 from the unappropriated balance of the General Fund for building relocation services for the train depot building located on the Marsden Tract to Town owned property on Front Street.

BACKGROUND INFORMATION:

During their meeting on January 20, 2026, Town Council approved Resolution 2026-02 awarding a bid to Denton County Housemovers for building relocation services of the train depot building located on the Marsden Tract to Town owned property on Front Street.

This item is to approve a budget amendment in the same amount of $25,600.00, so funds can be expended to Denton County Housemovers later this year.

FISCAL IMPACT:

☐ Not Applicable	
☒ Proposed Expenditure:	25,600
☒ General Ledger Code:	100-5-XXX-XXXX General Fund
☐ Proposed Revenue:	
☒ Budget Amendment Required:	Yes
☐ Financial Review Completed by:	

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

A. Ordinance 2026-09
B. Resolution 2026-02

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Ordinance 2026-09 for a budget amendment of $25,600.00 for building relocation services of the train depot building located on the Marsden Tract to Town owned property on Front Street.

TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2026-09

BUDGET AMENDMENT

AN ORDINANCE AMENDING THE TOWN OF ARGYLE FISCAL YEAR 2025-2026 OFFICIAL BUDGET, ADOPTED BY ORDINANCE NO. 2025-35, APPROPRIATING $25,600.00 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND FOR BUILDING RELOCATION SERVICES FOR THE TRAIN DEPOT BUILDING LOCATED ON THE MARSDEN TRACT TO TOWN OWNED PROPERTY ON FRONT STREET; PROVIDING A CUMULATIVE CLAUSE; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Argyle previously approved Ordinance number 2025-35, adopting the Official Budget of the Town; and

WHEREAS, the Town Council desires to amend Ordinance Number 2025-35, adopting the Official Budget of the Town, by appropriating $25,600.00 from the unappropriated balance of the General Fund for building relocation services for the train depot building located on the Marsden Tract to Town owned property on Front Street; and

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

SECTION 1

That the Official Budget of the Town of Argyle, adopted by Ordinance No. 2025-35, is hereby amended by the Town Council by appropriating $25,600.00 from the unappropriated balance of the General Fund for building relocation services for the train depot building located on the Marsden Tract to Town owned property on Front Street in the Fiscal Year 2025-2026.

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, BY A VOTE OF __ TO __, ON THIS THE 23rd DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	March 23, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider approval of Resolution No. 2026-14 authorizing the selection of the Argyle Business Association to provide Curated Business Recruitment Services in an amount not to exceed $67,500; approving a Professional Services Agreement for such services; authorizing the Town Manager to negotiate the agreement and the Mayor to execute said agreement on behalf of the Town of Argyle.

BACKGROUND INFORMATION:

The Town of Argyle continues to evaluate strategies that support economic development while maintaining the character and long-term vision of the community. The Argyle Municipal Development District (MDD) has identified the need for a targeted business recruitment strategy focused on attracting businesses that align with the Town's demographic profile, rural heritage, and high-quality development standards.

Town staff has worked with the Argyle Business Association (ABA) to develop a proposal for Curated Business Recruitment Services that would support this effort. The concept focuses on proactively identifying and recruiting businesses that complement the Town's vision for the future Argyle Town Center and surrounding commercial corridors.

Unlike traditional retail recruitment models that primarily focus on filling available space, the proposed ABA program emphasizes intentional placemaking and long-term tenant curation. The approach leverages the existing infrastructure of the Argyle Business Association, including staff resources, marketing platforms, and regional business

relationships—to develop and maintain a pipeline of businesses that are aligned with the Town's desired development pattern.

The scope of work proposed by the Argyle Business Association includes several key phases:

Market Analysis and Brand Alignment:
Working with Town staff and the Municipal Development District, the Argyle Business Association will analyze retail leakage data and other economic indicators to identify market segments where consumer spending from Argyle residents is occurring outside of the Town. This information will be used to target business types most likely to succeed within the local market. The Argyle Business Association will also assist in defining criteria for high-quality businesses that align with the Town Center vision and overall brand identity of the community.

Target Identification and Outreach:
The Argyle Business Association will develop a curated list of prospective business concepts and initiate direct outreach to business owners, entrepreneurs, and regional operators who may be interested in locating in Argyle. This outreach will include direct engagement with business founders, site tours of the Town Center area, and coordination with developers and property owners to align future tenants with available spaces.

Negotiation and Incentive Support:
The Argyle Business Association will assist Town staff and the Municipal Development District in developing incentive strategies when appropriate, including potential Municipal Development District incentives or Chapter 380 economic development agreements. The Argyle Business Association may also facilitate the development of Letters of Intent between recruited businesses and property owners.

Reporting and Program Coordination:
The Argyle Business Association will provide regular progress updates detailing outreach activities, potential tenant leads, and recruitment progress. Coordination meetings with Town staff and Municipal Development District leadership will allow recruitment strategies to evolve as market conditions change.

The overall objective of the program is to recruit high-quality, unique-to-market businesses that support a walkable Town Center environment and contribute to Argyle's long-term economic vitality. Potential business types include chef-owned restaurants, boutique retail, specialty food and beverage concepts, artisan studios, and experiential businesses that create a destination environment for residents and visitors.

The Argyle Business Association model also focuses on business readiness and long-term success, helping prospective businesses prepare operationally and financially before entering into leases. This approach is intended to improve tenant longevity and strengthen the economic viability of the Town Center.

Town staff notes that the Town currently contracts with Retail Strategies for broader retail recruitment assistance. The proposed partnership with the Argyle Business Association would provide a more locally focused recruitment approach specifically tailored to Argyle's unique character and development goals.

The Municipal Development District reviewed the proposal at the March 10, 2026 meeting and approved the recommendation to move forward with the Professional Services Agreement with the Argyle Business Association.

FISCAL IMPACT:

☐ Not Applicable
☒ Proposed Expenditure: $67,500
☒ General Ledger Code: 215-5-120-3210
☐ Proposed Revenue:
☐ Budget Amendment Required: No
☒ Financial Review Completed by: Mike Sims

LEGAL REVIEW:

The Town Attorney reviewed this item.

ATTACHMENTS:

A. Resolution 2026-14
B. PSA with ABA for Curated Business Recruitment

RECOMMENDED MOTION AND/OR ACTION:

Move to Adopt Resolution 2026-14.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-14

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE TEXAS, AUTHORIZING THE SELECTION OF THE ARGYLE BUSINESS ASSOCIATION TO PROVIDE PROFESSIONAL CURATED BUSINESS RECRUITMENT FOR THE TOWN OF ARGYLE; APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES IN THE NOT TO EXCEED AMOUNT OF $67,500; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE THE AGREEMENT AND THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle, Texas ("Town") is committed to promoting responsible economic development that supports the Town's long-term vision, enhances the quality of life for residents, and strengthens the local economy; and

WHEREAS, the Town of Argyle Municipal Development District ("MDD") is authorized to undertake programs and projects that promote economic development, business recruitment, and community vitality within the Town; and

WHEREAS, the Town has identified the need for a targeted business recruitment strategy focused on attracting high-quality, unique-to-market retail, service, and restaurant establishments that align with the character and vision of the Town of Argyle and the future Town Center development; and

WHEREAS, the Argyle Business Association ("ABA") has submitted a proposal to provide Curated Business Recruitment Services, utilizing the organization's established business relationships, marketing platforms, and economic development programs to recruit and cultivate businesses consistent with the Town's desired tenant mix and development vision; and

WHEREAS, the proposed services include market analysis, targeted business outreach, coordination with developers and prospective tenants, assistance with incentive strategies, and regular reporting regarding recruitment efforts and progress; and

WHEREAS, the Town Council finds that entering into a Professional Services Agreement with the Argyle Business Association will assist the Town and the Municipal Development District in proactively recruiting businesses that enhance the Town Center and surrounding commercial corridors while preserving the unique character of the community; and

WHEREAS, the Municipal Development District considered the proposal at its meeting on March 10, 2026, and recommended approval of the Professional Services Agreement with the Argyle Business Association; and

WHEREAS, the proposed agreement establishes a service fee of $3,750 per month beginning April 1, 2026, with a total amount not to exceed $67,500,

subject to the terms and conditions set forth in the Professional Services Agreement; and

WHEREAS, the Town Council finds it appropriate to authorize the Town Manager to negotiate the final terms of the Professional Service Agreement consistent with the proposal submitted; and

WHEREAS, the Town Council desires to authorize the Mayor to execute the finalized Professional Services Agreement substantially in the form attached hereto as Exhibits A, B, and C, and any related documents necessary to effectuate the engagement;

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

Section 1. That, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2. The Town Council hereby selects Argyle Business Association as the most highly qualified firm to provide professional Curated Business Recruitment for the Town of Argyle.

Section 3. The Town Council authorizes the Town Manager to negotiate the final terms of a Professional Services Agreement with Argyle Business Association consistent with the services described herein.

Section 4. The Mayor is authorized to execute the Agreement in substantially the form attached as Exhibits A, B, and C, together with any other documents necessary to carry out the intent of this Resolution.

Section 5. That this resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 23 DAY OF MARCH 2026.

APPROVED:

_____

Ronald Schmidt, Mayor

ATTEST:

_____

Erika McComis, Town Secretary

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE TOWN OF ARGYLE, TEXAS, AND ARGYLE BUSINESS ASSOCIATION

This Professional Services Agreement ("Agreement") is made and entered into on this March 23, 2026 by and between the Town of Argyle, Texas, a general law municipality of the State of Texas (the "Town"), and Argyle Business Association, a LLC with a principal place of business at 306 US-377, Argyle, TX 76226 (the "Consultant").

RECITALS

WHEREAS, the Town desires to engage Argyle Business Association for purpose of providing professional Curated Business Recruitment for the Town of Argyle; and

WHEREAS, Consultant represents that it has the expertise, experience, and personnel necessary to provide such professional services; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Consultant shall provide these services to the Town: and

WHEREAS, the Town has determined that Consultant is the most qualified firm for the project(s).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TERM

The term of this Agreement shall commence upon full execution of this Agreement by both partners and continue until all services have been completed set forth in Exhibit B (Scope of Services) or September 30, 2027, unless earlier terminated in accordance with Section XI (Termination). Consultant shall complete all services within the timeframe set forth in Exhibit B (Scope of Services).

II. SCOPE OF SERVICES

Consultant agrees to provide professional planning and design services as further described in Exhibit B (Scope of Services). Services include, but are not limited to:

Task 1: Market Analysis & Brand Alignment
Task 2: Target Identification & Outreach
Task 3: Negotiation & Incentive Structuring
Task 4: Deliverables & Reporting

III. COMPENSATION

The total contract amount for services rendered under this Agreement shall not exceed $67,500.00 unless amended in writing by both parties. Compensation shall be based on a monthly fee of $3,750.00 basis according to the schedule attached in Exhibit

C. The Town shall make payments within thirty (30) days of receipt and approval of invoices.

IV. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an employee, agent, or representative of the Town. Consultant shall have control over the manner and means of performing its services but shall perform all work in accordance with applicable laws and regulations.

V. ASSIGNMENT

Consultant shall not assign or subcontract any portion of this Agreement without prior written consent from the Town.

VI. AMENDMENTS

No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

VII. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, and other deliverables prepared by Consultant under this Agreement shall become the property of the Town upon payment for services rendered.

VIII. NONDISCLOSURE

Consultant shall not disclose any confidential information obtained during the course of performing services without prior written approval from the Town.

IX. INDEMNIFICATION

CONSULTANT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING DEATH) ARISING FROM CONSULTANT'S PERFORMANCE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OF THE TOWN.

X. INSURANCE REQUIREMENTS

Consultant shall maintain the following insurance coverage for the duration of this Agreement:

Commercial General Liability Insurance - $1,000,000 per occurrence
Professional Liability (Errors & Omissions) Insurance - $1,000,000 per claim
Automobile Liability Insurance - $1,000,000 combined single limit
Workers' Compensation Insurance - Statutory coverage

Consultant shall name the Town as an additional insured and provide proof of insurance prior to commencing work.

XI. TERMINATION

A. Termination for Convenience

The Town and Consultant may terminate this Agreement at any time upon thirty (30) days written notice to Consultant.

B. Termination for Cause

If Consultant fails to perform its obligations, the Town may terminate this Agreement upon five (5) days written notice, provided Consultant does not cure the deficiency within the notice period.

Upon termination, Consultant shall be compensated for services satisfactorily performed prior to termination.

XII. DISPUTE RESOLUTION

Disputes arising under this Agreement shall first be resolved through informal negotiation. If unresolved, the parties agree to mediate the dispute before seeking litigation.

XIII. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any legal action shall be in Denton County, Texas.

XIV. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, including procurement and nondiscrimination regulations.

XV. MISCELLANEOUS PROVISIONS

No Waiver – Failure to enforce any provision shall not constitute a waiver of rights.

Severability – If any provision is found invalid, the remaining provisions shall remain in effect.

Entire Agreement – This Agreement, including Exhibits A, B, and C constitutes the entire understanding between the parties.

XVI. NOTICES

All notices under this Agreement shall be sent to:

Town of Argyle	Argyle Business Association
Attn: Town Manager	Attn: Lynn Seeden
308 Denton Street	306 US-377
Argyle, TX 76226	Argyle, TX 76226

XVII. STATUTORY VERIFICATIONS

The Consultant makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used

in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

XVIII. FORM 1295

Submitted herewith is a completed Form 1295 in connection with the Consultant’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Town hereby confirms receipt of the Form 1295 from the Consultant, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Consultant and the Town understand and agree that, with the exception of information

identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Consultant; and, neither the Town nor its consultants have verified such information.

SIGNATURES

TOWN OF ARGYLE	**ARGYLE BUSINESS ASSOCIATION**
By: _____	By: _____
Ronald Schmidt, Mayor	**Lynn Seeden, CEO**
Date: _____	Date: _____

EXHIBITS
Exhibit A – Agreement (this document)
Exhibit B – Scope of Services
Exhibit C – Compensation/Fee Schedule

EXHIBIT B

Proposal for a

Town of Argyle Municipal Development District

and

Argyle Business Association

Curated Business Recruitment Partnership

Scope of Work

Purpose

This business recruitment scope of work defines how the Argyle Business Association will fulfill a niche role to develop new business contacts (including new business with existing contacts) and encourage those businesses to establish new storefronts in the pedestrian friendly future Town Center.

This is not about filling space. It is about using the full infrastructure of the Argyle Business Association for intentional placemaking: preserving Argyle's charm while generating long-term sales tax, property value, and community identity—without defaulting to chains in the interior of Argyle.

Unique Value

Powered by ABA, not an individual. This initiative leverages ABA's staff, programs, relationships, marketing reach, and business-development systems to recruit, vet, prepare, and retain businesses. Success depends on building a pipeline of the right businesses early, preparing them in advance, and matching them to the right spaces at the right time.

Project Overview & Objectives

Target Area: Argyle Town Center, businesses on the Town Center Streets (placeholder names Main and Kirk) as well as businesses fronting US377 from Frenchtown to Cook and fronting FM407 from Myrtle to the Union Pacific Railroad. Additional locations such as the IH35W corridor may be considered as well.

Strategic Goal: Identify, recruit, and secure commitments from "unique-to-market" luxury retailers, boutique service providers, and fine-dining establishments, this includes a focus on growing and developing new business ventures with existing local entrepreneurs.

Vision: The vision is for strictly high end, unique retail, service and restaurant concepts that serve the upper end demographic profile of the Town of Argyle. The businesses attracted to the Town Center should reinforce the high brand image desired for the Town Center of Argyle while preserving the historic sense of rural, equestrian and ranch oriented lifestyle of Argyle in our unique cross timbers oasis. The primary objective is to curate a high-end, unique tenant mix that creates synergies and cross over visits to multiple destinations, assuring long-term market viability.

Examples, A "Very Argyle" Business Mix (Curated, Not Chains)

Food & Drink: Chef-owned bistros, bakeries, ice cream, wine rooms, craft coffee, specialty desserts, farm-to-table concepts, European cafés, chocolate, cheese, olive oil, and gourmet food shops.

Interesting Retail: Jewelry, bookstore, home décor, gifts, Texas-style boutiques, children's shops, florals, garden, specialty foods, Texas-made goods, artisan studios.

Experiential: Art studios, galleries, cooking schools, creative workshops—building a charming, walkable "Old Town Argyle" feel

Professional & "Third Place" Uses: Offices, coworking, incubators, maker spaces, and local services that increase revenue without compromising character.

Phase I: Market Analysis & Brand Alignment

Leakage Analysis: Town staff, working with the MDD Board, will provide data to the ABA on a regular basis identifying specific market segments for which the spending of those residing in and near the Town of Argyle is primarily spending occurring outside the Town limits. ABA will utilize the data to focus on reclaiming and retaining that spending in the retail, service and restaurant segments most likely to receive adequate market support in the Town Argyle.

Criteria Development: the ABA will propose and work with the MDD to define "High-End" standards for potential businesses, focusing on "white-glove" models for service oriented firms, premium brand elements for retailers and niche food and drink dining experiences appropriate for new restaurants in the Town Center District.

Marketing Collateral: The ABA will propose and develop prototype high-quality recruitment packages highlighting Argyle's market characteristics and benefits of locating in the Town Center District. Actual marketing materials will be procured under separate agreement/cost structure.

Phase II: Target Identification & Outreach

Lead Generation: Develop and propose to MDD a curated "Target Top 10" list of types of regional and national luxury concepts not currently present in the immediate area.

Direct Engagement: ABA will serve as the first point of contact, initiating both cold call and existing partner outreach to founders and owners of existing businesses and entrepreneurs who can create desired concepts from scratch.

Site Visits and Business Tours: Organize and lead personalized site tours of the Town Center for prospective high-end tenants. Also, with specific pre-authorization for travel, visit prospects, entrepreneurs and business concepts not local to the DFW region.

Phase III: Negotiation & Incentive Structuring

Incentive Design: As necessary, assist staff to draft concepts for specialized incentive packages (MDD incentives, Chapter 380 agreements, or other partnership concepts).

Letter of Intent (LOI) Facilitation: Coordinate the drafting and negotiation of non-binding LOIs between the Town/Developer and recruited businesses.

Economic Impact Projection: Provide projections for client volume, sales tax revenue and job creation for each recruited concept.

Phase IV: Deliverables & Reporting

Monthly Progress Reports: Detailed logs of all outreach activities, including business names, contact status, and feedback from prospective tenants, to be presented at MDD meetings.

Regular Strategy/Coordination Sessions: In-person or remote briefings with Town and MDD leadership to adjust recruitment targets based on market shifts, strategize on particular businesses and maintain a coordinated effort.

Success Celebration: A comprehensive hand-off package for each successfully recruited tenant, including documentation for MDD, local networking, groundbreaking, ribbon cutting and first year marketing support.

Annual Reporting: Summary of efforts and success documenting the businesses in various stages of finalizing steps necessary to open, businesses successfully in operation, actual performance of high quality standards, sales tax performance and other measurables.

Summary of the ABA Model for Curated Business Recruitment

Pipeline Creation: ABA builds relationships, recruits and vets right-fit businesses in advance.

Business Readiness: ABA prepares businesses before leases are signed.

Site Matching: Aligns business readiness with available or planned spaces.

Developer Alignment: Shapes tenant mix early; delivers “ready-to-open” tenants.

Integration & Retention: Ongoing mentorship, marketing, and community integration to improve survival rates.

Compensation

ABA will provide the services listed in this proposal initially on a monthly basis at the rate of $3,750 per month beginning on April 1, 2026. Invoices for work completed will be submitted on a monthly basis.

EXHIBIT C
COMPENSATION SCHEDULE
TOWN OF ARGYLE & ARGYLE BUSINESS ASSOCIATION

I. COMPENSATION STRUCTURE
The Town agrees to compensate Consultant for professional services rendered **in accordance with the Scope of Services outlined in Exhibit B**. Compensation shall be based on the following structure:

II. FIXED FEE COMPONENTS
The scope of services will be compensated based on a **fixed fee basis of $3,750.00 per month.**

III. DELIVERABLES
1. Within 30 days of the effective date of this agreement, Consultant shall deliver to Town, a schedule for the tasks outlined above, such schedule to be satisfactory to Town.
2. Consultant shall deliver to Town all reports, studies, plans, analysis, and other documents resulting from Consultants work and such items shall be the property of the Town.

IV. REIMBURSABLE EXPENSES
The Town agrees to reimburse Consultant for actual **out-of-pocket expenses** incurred in connection with the performance of services under this Agreement, including:
1. **Travel expenses** (mileage at IRS standard rate, lodging, meals, etc., if pre-approved by the Town).
2. **Printing, copying, and reproduction costs** of reports, plans, and other deliverables.
3. **Permitting fees or third-party consultant costs** directly related to the project.
4. **Courier services** or special delivery requirements.

Reimbursable expenses shall be **invoiced at cost** and must be **pre-approved by the Town**.

V. PAYMENT TERMS
1. Consultant shall submit **monthly invoices** detailing services rendered, hours worked, and any approved reimbursable expenses.
2. The Town shall **remit payment within thirty (30) days** of receipt of an approved invoice.
3. **Invoices must include**:
    - Itemized description of services performed.
    - Supporting documentation for reimbursable expenses.
4. Invoices should be submitted to: accounting@argyletx.com OR mailed to:
   Town of Argyle
   Attn: Accounts Payable
   308 Denton St.
   Argyle, TX 76226

VI. ADDITIONAL SERVICES
If the Town requests services **outside the defined scope**, Consultant shall provide a **written proposal** detailing:
- **Scope of additional work**
- **Estimated hours or fixed fee**

- **Impact on project schedule**

Such additional work shall **not commence without prior written approval** from the Town.

VII. TOTAL CONTRACT VALUE

The **maximum contract amount** shall not exceed **$67,500** unless formally amended by both parties.

SIGNATURES

By signing below, the parties acknowledge agreement with the terms outlined in this **Compensation Schedule (Exhibit C).**

TOWN OF ARGYLE	**ARGYLE BUSINESS ASSOCIATION**
By: _____	By: _____
Ronald Schmidt, Mayor	**LYNN SEEDEN, CEO**
Date:	Date:

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	March 23, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider approval of Resolution No. 2026-15 authorizing the selection of Architexas Inc., to provide Planning and Urban Design Services for the Town of Argyle; approving a Professional Services Agreement for such services in a not to exceed amount of $30,000; authorizing the Town Manager to negotiate the agreement and the Mayor to execute said agreement on behalf of the Town of Argyle.

BACKGROUND INFORMATION:

The Town of Argyle continues to experience development pressure associated with regional growth throughout the Dallas–Fort Worth Metroplex. Increased residential development, commercial activity, and traffic volumes create both opportunities and challenges for the Town. The Town Council has emphasized the importance of guiding development in a manner that preserves the rural character and community identity of Argyle while accommodating appropriate growth.

The Town of Argyle Comprehensive Plan identifies the development of a recognizable Town Center as an important component of the community's long-term vision. A defined Town Center would serve as the civic, cultural, and economic focal point of the community while providing a framework to guide development patterns and architectural character.

To assist with this effort, the Town requested a proposal from Architexas to provide professional planning and urban design services related to defining the Town Center concept and providing professional guidance associated with development proposals and architectural design considerations. The Architexas Team will assist Town leadership in

evaluating development concepts, participating in planning meetings and work sessions, and providing professional insight regarding architectural design and development patterns that align with the Town's Comprehensive Plan and long-term planning objectives.

The scope of services includes participation in Town Center planning meetings, preparation of conceptual sketches and planning guidance, review of development proposals, conceptual guidance for projects that are stil in formation including analysis and recommendations related to public participation, entitlement processes, or public-privet partnerships, and recommendations regarding architectural design and development patterns. These services will assist the Town in establishing design criteria and development expectations that reinforce the Town's rural character while supporting appropriate growth and economic activity.

This item was presented to the Municipal Development District (MDD) Board on March 10, 2026, and the Board approved moving forward with the proposed professional services agreement.

The proposal provides for services to be billed on an hourly basis at established rates with a total contract amount not to exceed $30,000 through December 31, 2026.

Staff recommends approval of the Professional Services Agreement with Architexas to assist the Town with planning and urban design services related to the Town Center initiative.

FISCAL IMPACT:

☐ Not Applicable	
☒ Proposed Expenditure:	$30,000
☒ General Ledger Code:	215-5-120-3611
☐ Proposed Revenue:	
☐ Budget Amendment Required:	No
☒ Financial Review Completed by:	Mike Sims

LEGAL REVIEW:

The Town Attorney reviewed this item.

ATTACHMENTS:

A. Resolution 2026-15
B. PSA with Architexas

RECOMMENDED MOTION AND/OR ACTION:

Move adopt Resolution 2026-15.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-15

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE TEXAS, AUTHORIZING THE SELECTION OF ARCHITEXAS INC., TO PROVIDE PLANNING AND URBAN DESIGN SERVICES FOR THE TOWN OF ARGYLE; APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES IN AN AMOUNT NOT TO EXCEED $30,000; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE THE AGREEMENT; AND THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle, Texas ("Town") is a Texas municipality authorized to contract for professional services necessary to carry out municipal functions and implement planning and development initiatives; and

WHEREAS, the Town Council recognizes the importance of proactively guiding growth and development in a manner that preserves Argyle's rural character, community identity, and long-term vision while accommodating appropriate economic development opportunities; and

WHEREAS, the Town Council has identified the establishment of a defined Town Center as a key component of the Town's Comprehensive Plan and community vision, serving as the civic, cultural, and economic focal point for the community; and

WHEREAS, pursuant to the Texas Professional Services Procurement Act, Texas Government Code Chapter 2254, the Town must procure certain professional services, including architectural and planning services, on the basis of demonstrated competence and qualifications rather than competitive bidding; and

WHEREAS, the Town received a proposal from Architexas, a professional architectural and planning firm with experience in community planning, urban design, and architectural review, to provide such services to the Town; and

WHEREAS, the proposal provides for services to be billed on an hourly basis at established rates with a total contract amount not to exceed Thirty Thousand Dollars $30,000 and a contract term extending through December 31, 2026, as further described in Exhibit B; and

WHEREAS, the Town Council finds that entering into a Professional Services Agreement with Architexas for these services is in the best interest of the residents of the Town of Argyle.

WHEREAS, the Town Council desires to authorize the Mayor to execute the finalized Professional Services Agreement substantially in the form attached hereto as Exhibits A, B, and C, and any related documents necessary to effectuate the engagement;

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

Section 1. That, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2. The Town Council hereby selects Architexas, Inc. as the most highly qualified firm to provide professional Planning and Urban Design Services for the Town of Argyle.

Section 3. The Town Council authorizes the Town Manager to negotiate the final terms of a Professional Services Agreement with Architexas, Inc., consistent with the services described herein.

Section 4. The Mayor is authorized to execute the Agreement in substantially the form attached as Exhibits A, B, and C, together with any other documents necessary to carry out the intent of this Resolution.

Section 5. That this resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 23 DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE TOWN OF ARGYLE, TEXAS, AND ARCHITEXAS

This Professional Services Agreement ("Agreement") is made and entered into on this March 24, 2026 by and between the Town of Argyle, Texas, a general law municipality of the State of Texas (the "Town"), and ARCHITEXAS, a corporation with a principal place of business at 1907 Marilla St., Second Floor, Dallas, TX 75201 (the "Consultant").

RECITALS

WHEREAS, the Town desires to engage Consultant for planning and urban design for defining a Town Center and on-going review assistance in the Town of Argyle; and

WHEREAS, Consultant represents that it has the expertise, experience, and personnel necessary to provide such professional services; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Consultant shall provide these services to the Town: and

WHEREAS, the Town has determined that Consultant is the most qualified firm for the project(s).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TERM

The term of this Agreement shall commence upon full execution of this Agreement by both partners and continue until all services have been completed set forth in Exhibit B (Scope of Services) or December 31, 2026, unless earlier terminated in accordance with Section XI (Termination). Consultant shall complete all services within the timeframe set forth in Exhibit B (Scope of Services).

II. SCOPE OF SERVICES

Consultant agrees to provide professional planning and design services as further described in Exhibit B (Scope of Services). Services include, but are not limited to:

Task 1: Participation in Planning/design meetings of the Town Center Plan
Task 2: Work as needed with individual Developers and/or Builders

III. COMPENSATION

The total contract amount for services rendered under this Agreement shall not exceed $30,000.00 unless amended in writing by both parties. Compensation shall be based on an hourly basis according to the schedule attached in Exhibit C. The Town shall make payments within thirty (30) days of receipt and approval of invoices.

IV. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an employee, agent, or representative of the Town. Consultant shall have control over the manner and means of performing its services but shall perform all work in accordance with applicable laws and regulations.

V. ASSIGNMENT

Consultant shall not assign or subcontract any portion of this Agreement without prior written consent from the Town.

VI. AMENDMENTS

No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

VII. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, and other deliverables prepared by Consultant under this Agreement shall become the property of the Town upon payment for services rendered.

VIII. NONDISCLOSURE

Consultant shall not disclose any confidential information obtained during the course of performing services without prior written approval from the Town.

IX. INDEMNIFICATION

CONSULTANT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING DEATH) ARISING FROM CONSULTANT'S PERFORMANCE, EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OF THE TOWN.

X. INSURANCE REQUIREMENTS

Consultant shall maintain the following insurance coverage for the duration of this Agreement:

Commercial General Liability Insurance - $1,000,000 per occurrence
Professional Liability (Errors & Omissions) Insurance - $1,000,000 per claim
Automobile Liability Insurance - $1,000,000 combined single limit
Workers' Compensation Insurance - Statutory coverage

Consultant shall name the Town as an additional insured and provide proof of insurance prior to commencing work.

XI. TERMINATION

A. Termination for Convenience

The Town and Consultant may terminate this Agreement at any time upon thirty (30) days written notice to Consultant.

B. Termination for Cause

If Consultant fails to perform its obligations, the Town may terminate this Agreement upon five (5) days written notice, provided Consultant does not cure the deficiency within the notice period.

Upon termination, Consultant shall be compensated for services satisfactorily performed prior to termination.

XII. DISPUTE RESOLUTION

Disputes arising under this Agreement shall first be resolved through informal negotiation. If unresolved, the parties agree to mediate the dispute before seeking litigation.

XIII. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any legal action shall be in Denton County, Texas.

XIV. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, including procurement and nondiscrimination regulations.

XV. MISCELLANEOUS PROVISIONS

No Waiver – Failure to enforce any provision shall not constitute a waiver of rights.

Severability – If any provision is found invalid, the remaining provisions shall remain in effect.

Entire Agreement – This Agreement, including Exhibits A, B, and C constitutes the entire understanding between the parties.

XVI. NOTICES

All notices under this Agreement shall be sent to:

Town of Argyle
Attn: Town Manager
308 Denton Street
Argyle, TX 76226

ARCHITEXAS
Attn: Craig Melde
1907 Marilla Street
Second Floor
Dallas, TX 75201

XVII. STATUTORY VERIFICATIONS

The Consultant makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to

the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

XVIII. FORM 1295

Submitted herewith is a completed Form 1295 in connection with the Consultant's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Consultant, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Consultant and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the

information contained in the Form 1295 has been provided solely by the Consultant; and, neither the Town nor its consultants have verified such information.

SIGNATURES

TOWN OF ARGYLE	**ARCHITEXAS**
By: _____	By: _____
Ronald Schmidt, Mayor	**Craig Melde, Senior Principal**
Date: _____	Date: _____

EXHIBITS
Exhibit A – Agreement (this document)
Exhibit B – Scope of Services
Exhibit B – Compensation/Fee Schedule

5 March 2026

Mr. Mike Sims
Town Manager
308 Denton St.E
Argyle, TX 76226

RE: Proposal for
Planning and Urban design Services for the Town of Argyle, Texas

Dear Mike:
The Town of Argyle leadership has requested a proposal for planning and urban design **for defining a Town Center, and on-going review** assistance from the Architexas Team. The Town's goal is to define and shape the character of a new town center and then using that definition to guide growth in a way that protects the town's rural heritage and distinctive feel while both incenting and accommodating inevitable change and growth.

Overview and Context
The Town of Argyle is experiencing increasing pressure from regional growth across the Dallas-Fort Worth Metroplex. Rising traffic, expanding residential development, and growing commercial activity place Argyle's rural character and community identity at risk. At the same time, these pressures create an important opportunity for the Town to proactively guide growth in a way that reinforces its values and long-term vision.

Argyle's rural character, history, and natural landscape are defining assets. By intentionally selecting development patterns and design approaches that respect these qualities, the Town can accommodate growth while maintaining its distinct identity. A clearly defined and recognizable Town Center is central to this strategy, serving as the civic, cultural, and economic heart of the community.

This proposal addresses the Town's ongoing need for professional planning and design services that support implementation of the Comprehensive Plan. These services include facilitating public input, establishing clear design criteria, and assisting Town leadership with the review of development proposals through conceptual planning, sketch design, and architectural evaluation.

The proposed work focuses first on defining and shaping a Town Center, and then on guiding development within the center and throughout the broader community in a manner that supports Argyle's vision, identity, and long-term goals.

Architexas Team
Architexas

Craig Melde, **AIA,** Sr. Principal	Principal in Charge
Michael Karnaowski, AIA Principal	Project Manager /Project Architect

MESA Planning

Robin Mccaffrey AIA, FAICP	Project Planner

SCOPE OF SERVICES

Task 1: Participation in Planning/ design meetings of the Town Center Plan:
Currently property owners, various bodies/councils/committees of the Town, and Town staff are engaged in planning process as they work toward a shared plan/ architectural vision for the proposed Town Center. In this process, the Architexas Team will attend various meetings/ work sessions deemed necessary throughout the planning process and participate by bringing to those meetings and work sessions, provide certain inputs, insights, sketches, research, plans, written comments/ studies as requested by and /or agreed to by the Town. The objective is to facilitate progress toward a workable plan for the Town Center and will include recommendations ranging from economic viability and pedestrian safety to planned development standards and building topics.

Task 2: Work as needed with individual Developers and/or Builders
The review process described in Task 1 may require the preparation of sketch plans, sections, or elevations to illustrate how the Town's design criteria apply to a specific development proposal. The level of analysis and graphic support will be tailored to the stage of development under review, ranging from early concepts to more fully developed designs.
This task is intended to help align both current and future development projects with the Town's long-term vision and to reinforce the role of the Town Center. For projects that are already designed or under development, the Architexas Team will assess consistency with Town goals and identify opportunities for refinement. For projects that are still in early stages, the Team will help guide concept development in a way that supports meaningful public input, effective coordination between public and private partners, and outcomes that reflect community values.
At the direction of Town leadership, the Architexas Team will provide:

- **Design review** of submitted development proposals, identifying elements that support or conflict with Town objectives and recommending appropriate adjustments, including coordination with applicants when requested.
- **Conceptual guidance** for projects that are still in formation, including analysis and recommendations related to public participation, entitlement processes, or public-private partnerships.
- **Advisory recommendations** on development proposals submitted to the MDD for financial support.

COMPENSATION

The Architexas Team Proposes to provide the services listed in this proposal initially on an hourly basis at the following listed rates to further define our role in the overall planning. Invoices for work completed will be submitted on a monthly basis with a total not to exceed $30,000 and an end date of December 31, 2026.

Architexas Hourly Rates	
Craig Melde, Sr. Principal	$ 300.00/hour
Michael Karnowski, Principal	$ 250.00/hour
Design Staff	$ 100.00/hour
MESA- Planning	
Robin McCaffrey	$ 300.00/hour

Reimbursable Expenses

Reimbursable expenses necessary to perform the tasks described by this proposal will be invoiced in addition to the compensation identified above. Reimbursable expenses incurred for each 30-day billing period will include 1.1 times cost multiplier and will be submitted with the invoice for that billing period. Reimbursable expenses include but are not limited to the following:

- Reproduction (xerographic, scanning, AD plotting) or other means of reproducing graphics;
- Courier, express mail and other delivery services.
- No mileage to meetings in Argyle, Mileage to non-Argyle locations $.70/mile,

We look forward to working closely with you and the Town's leadership to help shape a distinctive and meaningful Town Center for Argyle. Your signature below authorizes us to proceed with this work. We welcome the opportunity to move this important project forward together.

Sincerely,

Craig Melde, AIA
Sr. Principal - ARCHITEXAS

Authorization

Town of Argyle

EXHIBIT C
COMPENSATION SCHEDULE
TOWN OF ARGYLE & ARCHITEXAS

I. COMPENSATION STRUCTURE
The Town agrees to compensate Consultant for professional services rendered **in accordance with the Scope of Services outlined in Exhibit B**. Compensation shall be based on the following structure:

II. FIXED FEE COMPONENTS
The following tasks will be compensated based on an hourly basis at the following listed rates. Invoices for work completed will be submitted on a monthly basis with a total not to exceed $30,000 and an end date of December 31, 2026.

Architexas Hourly Rates

Craig Melde, Sr. Principal	$ 300.00/hour
Michael Karnowski, Principal	$ 250.00/hour
Design Staff	$ 100.00/hour

MESA- Planning

Robin McCaffrey	$ 300.00/hour

III. DELIVERABLES
1. Within 30 days of the effective date of this agreement, Consultant shall deliver to Town, a schedule for the tasks outlined above, such schedule to be satisfactory to Town.
2. Consultant shall deliver to Town all reports, studies, plans, analysis, and other documents resulting from Consultants work and such items shall be the property of the Town.

IV. REIMBURSABLE EXPENSES
The Town agrees to reimburse Consultant for actual **out-of-pocket expenses** incurred in connection with the performance of services under this Agreement, including:
Reimbursable expenses necessary to perform the tasks described by this proposal will be invoiced in addition to the compensation identified above. Reimbursable expenses incurred for each 30-day billing period will include 1.1 times cost multiplier and will be submitted with the invoice for that billing period. Reimbursable expenses include but are not limited to the following:
• Reproduction (xerographic, scanning, AD plotting) or other means of reproducing graphics;
• Courier, express mail and other delivery services.
• No mileage to meetings in Argyle, Mileage to non-Argyle locations $.70/mile,

Reimbursable expenses shall be **invoiced at cost** and must be **pre-approved by the Town**.

V. PAYMENT TERMS

1. Consultant shall submit **monthly invoices** detailing services rendered, hours worked, and any approved reimbursable expenses.
2. The Town shall **remit payment within thirty (30) days** of receipt of an approved invoice.
3. **Invoices must include**:
    - Itemized description of services performed.
    - Supporting documentation for reimbursable expenses.
4. Invoices should be submitted to: accounting@argyletx.com OR mailed to:
   Town of Argyle
   Attn: Accounts Payable
   308 Denton St.
   Argyle, TX 76226

VI. ADDITIONAL SERVICES

If the Town requests services **outside the defined scope**, Consultant shall provide a **written proposal** detailing:

- **Scope of additional work**
- **Estimated hours or fixed fee**
- **Impact on project schedule**

Such additional work shall **not commence without prior written approval** from the Town.

VII. TOTAL CONTRACT VALUE

The **maximum contract amount** shall not exceed **$30,000.00** unless formally amended by both parties.

SIGNATURES

By signing below, the parties acknowledge agreement with the terms outlined in this **Compensation Schedule (Exhibit C).**

TOWN OF ARGYLE	**ARCHITEXAS**
By: _____	By: _____
Ronald Schmidt, Mayor	**Craig Melde, Senior Principal**
Date:	Date:

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	March 23, 2026

PRESENTER:

Erika McComis, Town Secretary/Town Treasurer

REQUESTED BY:

Mayor Schmidt

ITEM DESCRIPTION:

Discuss and consider approval of Resolution 2026-11 establishing procedures for contracts and agreements requiring Town Council approval prior to placement on a Town Council agenda.

BACKGROUND INFORMATION:

From time to time, contracts and agreements requiring Town Council approval have been placed on the agenda before the documents were fully negotiated, reviewed, or finalized. In some cases, agenda materials have indicated that the agreement would be finalized through negotiations with the Town Manager following Council approval. While this approach has allowed projects to continue moving forward, it has occasionally resulted in finalized agreements not being brought back to the Town Council for review once negotiations were completed.

When agreements are still being revised or key terms have not yet been accepted by the other party, it can make it more difficult for the Council to fully understand the final terms that will govern the agreement. It can also create uncertainty if the document has not yet been reviewed by the Town Attorney for legal sufficiency.

Many Texas municipalities address this by following an internal practice in which agreements presented to the governing body reflect the final negotiated terms and are ready for execution upon approval. Having agreements negotiated and accepted by the other contracting party and reviewed by the Town Attorney prior to placement on the agenda helps ensure the Council is considering a complete document. This approach

also supports transparency by allowing the Council and the public to review the same agreement that will ultimately be executed.

The proposed policy is intended to provide general guidance that contracts and agreements brought forward for Council consideration should be negotiated and accepted by the other party, reviewed by the Town Attorney for legal sufficiency, and include all required attachments before being submitted for placement on a Town Council agenda. The policy also allows some flexibility in situations where Council direction may be needed prior to final execution.

It is also important to recognize that requiring finalized agreements prior to Council consideration could, in some instances, result in minor delays to projects or initiatives, particularly since the Town Council typically meets once per month. In those cases, staff may need to wait until the next available meeting to bring finalized agreements forward for approval.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Resolution with proposed policy

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2026-11.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-11

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ADOPTING A POLICY REGARDING SUBMISSION OF CONTRACTS AND AGREEMENTS FOR TOWN COUNCIL CONSIDERATION; AND PROVIDING AN EFFECTIVE DATE. PURCHASES.

WHEREAS, the Town Council of the Town of Argyle periodically considers contracts, agreements, interlocal agreements, and other binding documents requiring approval by the Town Council; and

WHEREAS, from time to time, agreements have been presented to the Town Council before the terms were fully negotiated, finalized, or reviewed for legal sufficiency; and

WHEREAS, in certain instances, the Town Council has approved agenda items authorizing the Town Manager to finalize negotiations of agreements following Council approval, and the finalized agreements were not subsequently returned to the Town Council for final review; and

WHEREAS, many municipalities establish internal procedures to ensure agreements presented to the governing body reflect the final negotiated terms and are ready for execution upon approval; and

WHEREAS, requiring agreements to be negotiated and accepted by the other contracting party and reviewed by the Town Attorney prior to placement on the agenda promotes transparency, clarity, and informed decision making by the Town Council; and

WHEREAS, the Town Council recognizes that requiring finalized agreements prior to placement on the agenda may, in some circumstances, result in additional time being needed to bring items forward for consideration due to the Town Council's regular meeting schedule.

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

Section 1. The Contract and Agreement Agenda Submission Policy 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. The policy adopted herein is intended to provide guidance to Town staff regarding the preparation and submission of contracts and agreements requiring Town Council approval.

Section 3. The policy adopted herein may be amended or repealed by resolution of the Town Council.

Section 4. This resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS THE 23RD DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

Exhibit ‘A’

Policy: Contract and Agreement Approval Process

Purpose

The purpose of this policy is to establish a consistent process for the preparation, review, and presentation of contracts and agreements requiring approval by the Town Council. This process ensures that agreements are complete, legally reviewed, and ready for execution prior to being presented for council consideration.

Policy Statement

All contracts, agreements, interlocal agreements, professional service agreements, development agreements, or other binding documents requiring Town Council approval must be finalized prior to placement on a Town Council agenda. Agreements presented to the Town Council should reflect the final negotiated terms and be ready for execution upon approval.

Procedures

Before a contract or agreement is submitted for placement on a Town Council agenda, the following requirements must be met:

1. The agreement must be negotiated and accepted by the other contracting party, with all material terms agreed upon prior to submission for council consideration.
2. The agreement must be executed by the other contracting party when applicable, or otherwise provided in final form, indicating the other party’s acceptance of the terms.
3. The agreement must be reviewed by the Town Attorney for legal sufficiency and compliance with applicable state law, including the Texas Local Government Code and other relevant statutes.
4. Any required exhibits, attachments, or supporting documentation referenced in the agreement must be included.
5. The final agreement, along with a staff report summarizing the purpose and key terms, must be submitted to the Town Secretary by the established agenda deadline.

Exhibit ‘A’

Exceptions

In limited circumstances, the Town Manager may authorize placement of an agreement on the agenda prior to execution by the other party if time constraints or operational needs require council direction before final execution. In such cases, the agenda item must clearly state that the agreement is subject to final legal review and execution.

Responsibility

Department Directors are responsible for ensuring agreements originating from their departments comply with this policy prior to submission for agenda placement. The Town Secretary will confirm that required documentation is included before scheduling the item on the Town Council agenda.

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	March 23, 2026

PRESENTER:

Ben White, Interim Public Works Director

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Consider approval of Resolution 2026-13 amending the Solid Waste Collection Contract with Allied Waste Services of Fort Worth, LLC, DBA Republic Services of Fort Worth to modify the household waste services, and authorizing the mayor to execute said agreement on behlaf of the Town of Argyle.

BACKGROUND INFORMATION:

Historically, the Town of Argyle has hosted an Annual Cleanup event, typically held in the spring, to allow residents to dispose of bulky household items, recycle electronics, dispose of Household Hazardous Waste (HHW), and participate in paper shredding services. In 2023, the Town amended the existing solid waste contract with Republic Services to allow for an additional fall bulk cleanup event, expanding the Town's ability to provide these services to residents. The current estimated cost associated with these services is approximately $8,500 annually.

Staff has worked with Republic Services to explore opportunities to expand access to HHW and electronic recycling services while making disposal more convenient for residents. The proposed contract amendment introduces a curbside HHW and E-Waste collection program that allows residents to schedule collection directly from their homes up to three (3) times per year per household.

Under this program, residents would schedule a pickup through Republic Services. The contractor will provide containment bags and collection instructions, and the materials will

be collected directly from the resident's home on the scheduled service date. This program allows residents to safely dispose of items such as paints, chemicals, batteries, electronics, and other hazardous materials without the need to store these materials for a once-per-year event or transport them to a centralized location.

The cost for this enhanced service is $0.75 per residential household per month, which will be included as part of the residential solid waste service billing and will be subject to the same annual adjustment provisions as other residential service rates. All billing, customer service, and collections related to this service will be administered directly by Republic Services as part of their existing residential billing process. The Town will not process payments or administer the program, and residents will continue to work directly with Republic Services for scheduling, billing questions, and service requests. This approach allows the Town to expand service offerings to residents without creating additional administrative workload for Town staff.

Importantly, the amendment does not eliminate the Town's bulk cleanup events. The Town will retain the ability to host two (2) Town-sponsored bulk cleanup events each year, including paper shredding services, with Republic Services providing roll-off containers at no additional cost to the Town when requested. These events will continue to provide residents an opportunity to dispose of large bulky items that are not appropriate for regular weekly collection.

While HHW and electronic recycling will transition to the new curbside program, the continuation of Town-hosted cleanup events ensures residents still have access to community collection opportunities for large-volume disposal needs.

Overall, the amendment provides residents with greater flexibility, increased service availability, and safer disposal options for hazardous materials, while maintaining the community bulk cleanup events that residents have historically utilized.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Resolution

B. Amendment
C. Original Contract
D. Amended Contract

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution 2026-13

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, APPROVING AN AMENDMENT TO THE SOLID WASTE COLLECTION CONTRACT WITH ALLIED WASTE SERVICES OF FORT WORTH, LLC DBA REPUBLIC SERVICES OF FORT WORTH TO MODIFY THE HOUSEHOLD WASTE SERVICES; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AMENDMENT ON BEHALF OF THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle, Texas ("Town") entered into that certain Agreement for Solid Waste, Recycling, and Bulk Collection Services with Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth ("Contractor"), dated September 1, 2018; and

WHEREAS, the Town Council previously approved an amendment to the Agreement on August 21, 2023, extending the term of the Agreement and modifying certain service provisions; and

WHEREAS, the Town and Contractor desire to further amend the Agreement to enhance residential services by providing optional household hazardous waste and electronic waste collection services to residents and to update provisions relating to annual cleanup services; and

WHEREAS, the proposed Amendment replaces Section 39 of the Agreement to provide for:

- A minimum of two (2) bulk cleanup events per year including shredding services with the Contractor providing roll-off containers at no cost to the Town when requested;
- Provision of containers for Town-sponsored events at no charge; and
- Household hazardous waste and electronic waste collection services available to residents up to three (3) times annually for a rate of $0.75 per household per month, subject to the same annual adjustments as residential rates; and

WHEREAS, the Town Council finds that the proposed amendment will improve service options available to Argyle residents and supports responsible disposal of hazardous household materials while maintaining the Town's partnership with Republic Services.

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

Section 1. The findings set forth above are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The Town Council of the Town of Argyle hereby approves the Amendment to the Solid Waste Collection Contract between the Town of Argyle and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth, attached hereto as Exhibit "A."

Section 3. The Mayor is hereby authorized to execute said Amendment and any necessary documents related thereto on behalf of the Town of Argyle.

PASSED AND APPROVED THIS THE 23rd DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

AMENDMENT TO SOLID WASTE COLLECTION CONTRACT FOR THE TOWN OF ARGYLE, TEXAS WEEKLY RECYCLING AND BULK COLLECTION

This Amendment to the Agreement for Solid Waste, Recycling and Bulk Collection between the Town of Argyle, TX and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth. ("Amendment") is entered into as of March 23, 2026 ("Effective Date").

Recitals

A. Town of Argyle, Texas ("Town"), and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth ("Contractor") entered into that certain Agreement for Solid Waste, Recycling and Bulk Services, dated September 1, 2018 (the "Agreement") and Amended August 21, 2023.

B. Town and Contractor have now agreed to modify as identified below.

Agreement

1. **Annual Cleanup**. Section 39. This Section shall be replaced by the following:

Contractor will provide a minimum of two (2) bulk clean-up events including shredding with Contractor supplying four (4) roll-off containers at no charge to the Town should the Town request the clean-ups. Contractor will provide event boxes for any Town sponsored events at no charge. Contractor will provide household hazardous waste collection and electronics recycling to residents up to three (3) times per year for a rate of $0.75 per household per month, this rate may increase each year in the same manner as residential rates.

(a) Contractor will establish an email inbox and form for residents to schedule.

(b) Contractor will provide bags into which Customer will place the HHW/E-waste items with instructions and scheduled collection date no more than one time per month.

(c) HHW/E-waste collection of items will occur at the residential address that has been scheduled either by the garage door or front porch.

(d) Attachment "A" includes the instructions and permitted items for collection.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

Town of Argyle, Texas:

By: _____
Name: Ronald Schmidt
Title: Mayor

Allied Waste Services of Fort Worth LLC dba Republic Services of Fort Worth

By: _____
Name: David Harwell
Title: General Manager

Attachment "A"
Household Hazardous Waste/E-Waste Collection Guidelines

Household Hazardous Waste and e-Waste Collection Instructions

Collection Date: _____

Preparing the Materials for Collection:

- Ensure all materials are in the original container or properly identified utilizing the labels provided in the kit.
- Ensure all containers are sealed tight to prevent spills. Place leaking containers in a Ziploc or comparable bag. Containers can be reinforced with duct tape.
- Containers must be under 5 gallons; containers exceeding 5 gallons will not be accepted.
- Only one like item per bag
    - Do not mix cleaners with gasoline or light bulbs, etc.
    - Request additional bags for additional types of Household Hazardous Waste needing disposal.
    - See below for acceptable items.
- If your waste spills, remove it and place in a new container, and close securely. Remove as much spillage from large plastic bag as possible. Call Customer Service for additional bag and new appointment. When new bag arrives, label what spilled in dirty bag and place dirty bag in a Ziploc or like bag so it is contained. Place in new bag with completely sealed items.
- **E-Waste items are not required to be placed into a plastic bag or container.**

Placement of Containment Bag and e-Waste Items:

- The containment bag(s) and e-Waste items must be placed out for collection by 7:00am on your scheduled collection day.
- Place the items on the front porch where visible to driver.
- Take the empty bag to your collection location. Bring each item you want collected up to the bag and place inside. This avoids the bag being pulled, dragged or perforated.
- Bag must close completely.

Collection:

- Republic Services personnel will arrive on the scheduled collection day between 7:00am and 7:00pm to collect items.
- Unlabeled items will not be collected.

Acceptable Household Hazardous Waste

- ✓ Paint: latex & oil based
- ✓ Paint thinners, gasoline, solvents
- ✓ Oil, petroleum-based lubricants
- ✓ Ethylene glycol, antifreeze
- ✓ Pesticides, herbicides
- ✓ Aerosols
- ✓ Mercury, mercury and debris
- ✓ Batteries: lead acid, alkaline, NiCad
- ✓ Light bulbs: fluorescents, compact fluorescents (CFL), high-intensity
- ✓ HID lamps
- ✓ Pool Chemicals
- ✓ Cleaners: acidic & basic
- ✓ Resins & epoxy
- ✓ Medical Sharps

Unacceptable Household Hazardous Waste

- ☒ Commercially generated HHW or e-Waste
- ☒ Radioactive compounds
- ☒ Smoke Detectors
- ☒ Ammunition
- ☒ Explosives
- ☒ Tires
- ☒ Asbestos
- ☒ PCBs (polychlorinated biphenyls)
- ☒ Pharmaceuticals or controlled substances
- ☒ Biological or infectious wastes
- ☒ Fire Extinguishers

Acceptable E-Waste

- Televisions, Monitors, VCRs
- Computers, Laptops, Handheld
- Keyboards & Mice
- Scanners/Printers/Copiers
- Telephones, Fax Machines
- Microwave Ovens
- CD Players, Stereos
- Related Cables

SOLID WASTE COLLECTION CONTRACT
FOR THE TOWN OF ARGYLE, TEXAS
WEEKLY RECYCLING AND BULK COLLECTION

PURPOSE: To form a contract for the collection of Residential and Commercial Garbage and Trash and Recycling Program within the Town limits of Argyle, Texas.

NOW, THEREFORE, in consideration of the following mutual agreements, covenants and considerations contained herein, and Exhibit "A" attached and incorporated into this document, the Town of Argyle, Texas herein after referred to as "the Town" and Allied Waste Systems, Inc. dba Allied Waste Services Fort Worth hereinafter referred to as the "Contractor" agree as follows:

1. **EXCLUSIVE RIGHT**: The Town grants to Contractor, and the Contractor has, the exclusive right and obligation to provide solid waste garbage collection services, including recyclables and recycling services as hereinafter defined, within the Town limits during the time frames set forth herein. Contractor agrees to commence servicing newly annexed areas within thirty (30) days after official written notification by the Town.

   The Town will provide to the Contractor a list of residences and businesses within the Town limits and assist with subscribing of new customers, as necessary. Although it is anticipated that there will be a few citizens who wish not to subscribe, there will be no penalty to the Town or its citizens for this non-subscription. Any and all customers subscribing to solid waste services will automatically receive and be charged for the recycling program.

   The Contractor will supply the Town an annual report by service address of all current subscribers to the service. Additionally, the Contractor will also supply the Town a monthly report listing any new connects and disconnects so that verification may be accomplished of all customers.

2. **TERM OF CONTRACT**:

   (A) The term of this Contract shall be for a five (5) year period, beginning September 1, 2018.

   (B) If at any time the Contactor shall fail to substantially perform terms, covenants or conditions herein set forth, the Town shall notify Contractor by registered or certified mail, of specific reasons in support of the Town's claim that the Contractor has substantially breached the terms and provisions of this contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from Town to remedy any failure to perform. Should Contractor fail to remedy its performance, the Town, after a hearing herein, may terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent

to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify reason in support of the Town's claim than the Contractor has substantially breached the terms and provisions of this Contract. Should the Town deem Contactor to have failed its performance, said hearing shall be conducted in public by the Town Council of the Town and the Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the Town Council makes a finding that Contractor has failed to provide the adequate refuse collection service for the Town or has otherwise substantially failed to perform its duties hereunder, the Town Council may terminate this contract.

3. **RENEWAL OF CONTRACT**: The parties hereto may extend this Contract for an additional five (5) year term by mutual consent.

4. **TYPES OF SERVICE**:

(A) RESIDENTIAL: The Contractor shall provide all persons occupying or maintaining a place of residence in a single, duplex or triplex family dwelling with regular refuse collection service at least one (1) time per week under this Contract. All units are eligible to receive such service. Pick-up days shall be agreed upon by mutual consent of Town and Contractor with holidays of Thanksgiving, Christmas and New Year's Day, being authorized. Pickup days will be on the next work day following these authorized holidays. Also, a special pick-up of extremely large or heavy items will be weekly up to two (2) cubic yards outside of the cart.

(B) CURBSIDE RECYCLING: All persons occupying or maintaining a place of residence in a single or duplex dwelling shall be provided curbside recycling collection weekly, being the same day as trash and bulk service. The Contractor shall provide one container per residence. Holidays will be observed as defined in Section 4A, Residential.

(C) COMMERCIAL: Multi-family dwellings of four (4) or more units, business, commercial and industrial establishments are to be serviced each week as necessary, up to five (5) times per week, with the same holidays being observed as with Residential service areas. Commercial service includes Commercial Hand Collect Unit as defined in the definitions below in 14.j. Any additional, deletions or size changes required by any Customer will be requested through the Contractor.

(D) ROLL-OFF CONTAINERS: All Customer request for containers and service of same will be handled directly by the Contractor.

5. **HOURS OF SERVICE**:

   (A) RESIDENTIAL: Collections shall be made at single, duplex or triplex family dwellings in residential areas beginning no earlier than 7:00 AM and continuing until not later than 7:00 PM, with no service on Sunday, except in time of emergency or to maintain schedules due to holidays.

   (B) COMMERCIAL: Collections shall be made between the hours of 7:00 AM and 7:00 PM, with the same Sunday restriction listed in 5(A).

6. **SPILLAGE AND LITTER**: The Contractor shall not litter the serviced premises in the process of making collections but shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all solid wastes shall be contained, tied, or enclosed so that leaking, spilling or blowing is prevented. In the event of spillage by Contractor, the Contractor shall promptly clean up the litter.

7. **APPROVED CONTAINERS**: Amounts and types of solid wastes placed in containers for collection shall be stored in approved containers, as described herein. All residents will be provided (1) 95 gallon cart for trash and (1) 95 gallon cart for recycling. Additional carts for trash and recycling will be furnished for a minimal charge per month. All trash must be in Contractor provided carts with the exception up to 2 cubic yard bulk collection days. All recycle must be inside Contractor provided carts.

8. **UNAPPROVED CONTAINERS**: The Contractor shall not be required to collect solid waste or recyclable material unless it is in approved containers, except as provided for in special hauling services.

9. **EXTRAORDINARY MATERIALS**: Hazardous wastes, body wastes, dead animals, abandoned vehicles, vehicle parts, and large equipment and parts thereto will not be collected by the Contractor unless specifically requested by the customer and agreed to by the Contractor. Provided, however, in no event shall the Contractor be required to collect waste that Contractor is forbidden to collect or dispose of by Federal, State or local laws.

Only recyclable materials as listed shall be collected:

1. Aluminum Cans
2. Plastics 1 through 7
3. Steel Cans
4. Newspapers including slick inserts
5. Glass (All colors)
6. Corrugated & Pasteboard Boxes
7. Mixed Papers

As markets for other materials become available, Contractor and Town may agree to include more items.

10. **COLLECTION EQUIPMENT**: The Contractor shall have on hand at all times, in good working order, such equipment which complies with Town load limit regulations and as such that shall permit the Contactor, adequately and efficiently to perform its duties hereunder.

    Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage equipment shall be of the enclosed loadpacker type and all equipment shall be kept in good repair and appearance and in a sanitary, clean conditional at all times. The Contractor shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall be substantially corresponding in size and capability of the equipment used by the Contractor to perform its duties hereunder.

11. **OFFICE**: The Contractor shall establish and maintain an office where such service may be applied for and complaints can be made. It shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours and shall be open during normal business hours, from Monday through Friday between the hours of 8:00 AM and 5:00 PM. In the event a customer reaches an automated attendant during normal business hours, customer shall be called back within 4 hours, if the customer calls after normal business hours, customer shall be called back the following business day. A local and toll free telephone number must be provided by Contractor. The current number is (800) 333-7301.

12. **TITLE TO WASTES**: Contractor shall have vested title to all solid waste materials collected within the corporate limits of the Town of Argyle pursuant to the terms hereof.

13. **DISPOSAL**: All solid wastes for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal as approved by the State of Texas governing agencies.

    All recyclables shall remain separate from solid waste and shall be taken to the Material Recovery Facility (MRF) to be processed and sold as a commodity.

14. **DEFINITIONS**:

    a. 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 50 lbs.

    b. Bin (Commercial/Industrial) – Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

c. Brush – Tree, shrub and brush trimmings securely tied together forming an easily handled Bundle, not exceeding four feet in length, six inches in diameter, or 40 lbs. In weight.

d. Bulky Waste – Stoves, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Hazardous Waste or Stable Matter with weights or volume greater than those allowed for Bins or Containers, as the case may be.

e. Bundle – Newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, six inches in diameter, or 40 lbs. In weight.

f. Business – shall mean and include all retail, professional, wholesale, and industrial facilities and any other commercial enterprises offering goods or services to the public.

g. Town – Town of Argyle.

h. Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

i. Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the Town, not a residential unit.

j. Commercial Hand Collect Unit – A retail or light commercial type of business which generates no more than 1 cubic yard of refuse per week.

k. Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.

l. Container – A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by animals. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 50 lbs.

m. Contract Documents – General Specifications, and any addenda or changes to the foregoing documents agreed to by the Town and Contractor.

n. Contractor – The person, corporation, or partnership performing services under this Contract.

o. Customer – An occupant of a Residential Unit who generates refuse.

p. Dead Animals – Animals or portions thereof equal to or greater than 10 lbs. weight that have expired from any case, except those slaughtered or killed for human use.

q. Disposal Site – A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

r. Duplex – shall mean and include a detached two-family structure designed or intended for occupancy is two (2) families.

s. Garbage – shall mean and include all waste and accumulation or animal, fruit, or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage or meats, fish, fowl, fruit, or vegetable matter, of any nature whatsoever, which is subject to decay, putrefaction, or the generation of noxious and offensive gases or odors, or which may serve as breeding or feeding material for flies and/or other germ-carrying insects.

t. Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

u. Landfill – A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

v. Multi-Dwelling – shall mean and include any building or structure containing four (4) or more contiguous living units and intended exclusively for residential use single person or families.

w. Overflow – All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Polycart(s) with the lid(s) closed.

x. Polycart – A rubber-wheeled receptacle with a maximum capacity of 95 gallons constructed of plastic, metal 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. Polycarts will be provided to each Residential Unit with ownership retained by Contractor.

y. Recyclable Material – Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, corrugated boxes, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.

z. Recycling Container - See Polycart.

aa. Refuse – Residential Refuse, Brush, Bulky Waste, Construction Debris, and Stable Matter generated at a Residential Unit, unless the context otherwise requires.

bb. Residential Refuse – All Garbage and Rubbish generated by a Customer at a Residential Unit.

cc. Residential Unit – A dwelling within the corporate limits of the Town occupied by a person or group of person 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.

dd. Rubbish – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or

branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Brush, Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

ee. Senior Citizen – Any person who is 65 years or age or older and is the primary resident and/or head of household.

ff. Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

gg. Solid Waste – shall mean and include, but not limited to, components of garbage, trash and recyclable materials.

hh. Special Materials – shall mean those bulky materials or other special wastes that are not sorted in standard storage containers and cannot be picked up by a regularly used collection vehicle.

ii. Trash – shall mean accumulations of rubbish, such as but not necessarily limited to, sweepings, dust, rags, bottles, jars (remove bottles and jars from trash if they can be recycled), paper products, or other waste materials of any kind which are usually attendant to domestic households or any operations of the businesses served or housekeeping and the premises upon which said households or businesses are located. Accumulations of lawn, grass, shrubberies cutting, clippings and dry leaf rakings, small tree branches (shall not exceed four (4) feet in length and six (6) inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns, gardens and yards, except large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "loadpacker" type sanitation equipment used for regular collections from domestic households (tree trimmings shall be tied in bundles not exceeding four (4) feet in length or weighing over forty (40) pounds) placed at the curb for pickup.

jj. Triplex – shall mean and include a detached three-family structure designed or intended for occupancy by three (3) families.

15. **LOCATION**: All solid wastes and recyclable, both residential and commercial, shall prior to their scheduled collection, be placed at a location that is readily accessible to the Contractor's personnel.

(A) RESIDENTIAL: All residents will be provided (1) 95 gallon cart for trash and (1) 95 gallon cart for recycling. Additional carts for trash and recycling will be furnished for a minimal charge per month. Up to two (2) cubic yards will be collected each service day. All recycle must be inside Contractor provided carts. Polycarts should be placed within two feet of the edge of the street, clear of obstructions such as cars, trailers, boats, mailbox, etc. All carts, containers, bags, bundles shall be placed at the curbside no later than 7:00 am on collection day.

(B) COMMERCIAL: commercial containers shall be kept on the premises in a place near the street, readily accessible to the collection vehicles without damage to public property.

16. **TOWN OF ARGYLE RATE SCHEDULE SEPTEMBER 1, 2018**
See Attachment "A"

17. **MODIFICATION TO RATES**

Rate adjustments shall occur on September 1st each year of the contract in the amount of (3) percent for the initial term of the agreement. If both parties agree to extend the agreement the rate adjustment language maybe modified for the renewal.

18. **BILLING, RESIDENTIAL AND COMMERCIAL HAND LOAD CONTAINERS**: Billing to the customers for the service contemplated herein shall be accomplished by the Contractor on a quarterly basis.

BILLING, COMMERCIAL ROLL-OFF CONTAINERS: All billing shall be accomplished by the Contractor directly with the Customer.

19. **PAYMENT TO THE TOWN**: Contractor shall pay to Town seven percent (7%) of all amounts collected by the Contractor for all collection and disposal services provided pursuant to this Contract. Such payment shall be made to Town quarterly for amounts received by Contractor for the performance of services. Contractor shall donate $7,500.00 to the Parks Development Fund or an Annual Event hosted by the Town no later than September 1st each year during the term of this contract.

20. **COMPLAINTS**: All complaints shall be made directly to Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Solid Waste not collected within 24 hours after the complaint is received.

    The Contractor shall prepare and maintain a register in its local office of all complaints it has received and indicate the disposition of each. Such records shall be available for Town inspection at all times during business hours. The register shall indicate the date and hour on which the complaint was received and the date and hour on which it was resolved. A copy of the complaint register shall be submitted with the quarterly payment to the Town.

21. **NOTIFICATION OF CUSTOMERS**: The Contractor shall notify all customers with quarterly billing about pickup days for solid waste, recyclables and brush & bulky collections and complaint procedures and regulations. Contractor will provide a magnet each year with pickup schedules for trash, recycle and bulk for the year.

22. **ROUTES AND SCHEDULES**: The Contractor shall periodically provide the Town with schedules of all collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day(s) of pickup, the Contractor shall so notify each customer affected by mail, door hangers, and/or news media not less than one month prior to the change.

23. **CONTRACTOR'S PERSONNEL**:

    (A) The Contractor shall assign a qualified person or persons to be in charge of his operations in the Town and shall give the name or names to the Town; information regarding experience shall also be furnished.
    (B) The Contractor's collection employees shall wear a clean uniform or shirt bearing the Company's name.
    (C) Each employee of the Contractor shall at all times carry a valid, legally sufficient driver's license for the type of vehicle he is driving.
    (D) The Town may require the removal from providing services hereunder of an employee of the contractor who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his/her duties. Such dismissal is applicable to the provision of services to the Town only.
    (E) The Contractor shall provide reasonably sufficient operating and safety training for all its personnel.
    (F) Standard of Performance: If the contractor fails to collect the solid waste materials herein specified for a period in excess of six (6) consecutive, scheduled working days or fails to operate the system in a satisfactory manner in accordance with this Contract for a similar period, the Town may engage another entity for such emergency service if necessary to maintain the health, sanitation, and environmental standards of the Town,

with cost for such service to be deducted from Contractor's entitlement herein, or chargeable directly to the Contractor.

(G) If the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days from its initial cessation, the Town shall be free to negotiate with other Contractors for the operation of said collection service. Such negotiation with other contractors shall not release the Contractor herein of its liability to the Town for such breach of this Contract.

(H) Force Majeure: In the event that performance by either the Town or the Contractor of any of its obligations under the terms of this agreement shall be interrupted or delayed by an act of God, by acts of ward, riot, or civil commotion, by an act of State, by strikes, fire, flood, or the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from performance for such period of time as is reasonably necessary after such occurrence abates or the effects thereof have dissipated.

24. **BANKRUPTCY**: It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the day and at the time the bankruptcy petition is filed, provided, however, that all rights and benefits that have theretofore accrued shall remain unaffected.

25. **RIGHT TO REQUIRE PERFORMANCE**: The failure of the Town at anytime to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce same, nor shall waiver by the Town of any breach of such provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

26. **LAW TO GOVERN**: This Contract shall be governed by the laws of the State of Texas as to both interpretation and performance.

27. **COMPLIANCE WITH LAWS**: Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the General Specifications of this Contract shall govern the obligations of Contractor where there exist conflicting regulations of the Town on the subject.

28. **ILLEGAL PROVISIONS**: If any provision of the contract shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

29. **PERMITS AND LICENSES**: The Contractor shall conduct operations under this Contract in compliance with all applicable laws.

30. **INSURANCE**: The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, General Liability, Automobile Liability and Excess Umbrella Liability, including contractual liability coverage. All insurance shall be by insurers and for policy limits reasonably acceptable to the Town, and before commencement of work

hereunder, Contractor agrees to furnish the Town certificates of insurance or to the effect that such insurance has been procured and is in force. The policy or policies shall show the Town as additional insured, to the extent of Contractor's indemnification herein. The certificates shall contain the following express obligations:

> "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed are in force at this time. In the event of cancellation affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, Contractor shall carry the following types of insurance in at least the limits specified below:

Workers Compensation Employers	Statutory
Employer's Liability	$500,000
Bodily Injury & Property Damage Liability Except Automobile	$500,000 each occurrence $1,000,000 aggregate
Automobile Bodily Injury Liability	$500,000 each person $1,000,000 each occurrence
Automobile Property Damage Liability	$500,000 each occurrence
Excess Umbrella Liability	$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance. Contractor's parent corporation may provide the coverage. Contractor agrees to furnish the Town with certificates satisfactory to the Town evidencing such plan of self-insurance. Any such self-insurance plan will be subject to the approval of the Town, and such approval shall not be unreasonably withheld.

31. **INDEMNITY**: Contractor will indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the Town, its officers, agents, servants and employees, or arising out of a claim that the Town was not authorized to award this Contact or such was in conflict with the terms of a prior Contract executed by the Town.

32. **ASSIGNMENT**: Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by Contractor without the express written consent of Town, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of Contractor as though it was the original Contracting Party.

33. **BOOKS AND RECORDS**: The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provision of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. Town shall keep any and all proprietary information obtained during any such inspection confidential to the extent allowed by law.

34. **POINT OF CONTACT**: All dealings, contact, notices, etc., between the Town contractor and the Town shall be directed by the Contractor to the Town Administrator or his delegated authority.

35. **NOTICES**: Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party of the address set forth below:

    If to the Town, at: P.O. Box 609
    308 Denton Street
    Argyle, TX 76226
    Attn: Town Manager

    If to the Contractor: 6100 Elliott Reeder Rd.
    For Worth, TX 76117
    Attn: General Manager

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

36. **EFFECTIVE DATE**: This Contract shall become effective upon the execution hereof by all parties and upon such execution shall be effective as of September 1, 2018.

37. **MODIFICATION**: This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

38. **VENUE**: This contract is performable in Denton County, Texas venue for any legal proceedings arising hereunder shall be in Maricopa County, Arizona.

39. **ANNUAL CLEANUP**: Contractor will provide open top containers and hauls for the Town's annual, household hazardous waste collection, electronics recycling, and paper shredding at a cost of $8,500 contractor shall pay additional cost of the event. Contractor will provide event boxes for any Town sponsored events at no charge to the Town.

****NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, disability, color, religion, or national origin.

****EXCLUSIVE CONTRACT**

Contractor shall have the sole and exclusive franchise; license and privilege to provide refuse collection, removal collection and recycling collection within the corporate limits of Town. Contractor shall at all times have the right to refuse to collect Dead Animals and Hazardous Waste from Residential units.

If Hazardous Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the Town and the Town shall undertake appropriate action to ensure that such Hazardous Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Hazardous Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Hazardous Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Hazardous 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 Hazardous Waste and to collect the costs incurred by Contractor in connection with such Hazardous 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 Hazardous Waste, except to the extent that such Hazardous Waste is determined to be attributed to the Town.

IN WITNESS WHEREOF, the Town of Argyle and Contractor have executed this Contract as of the day and year first above written.

TOWN OF ARGYLE

Town Manager

Witness

CONTRACTOR

General Manager

6/17/18

Date

TOWN OF ARGYLE, TEXAS

RESOLUTION NO 2023-44

A RESOLUTION OF THE TOWN OF THE TOWN OF ARGYLE, TEXAS, APPROVING A SOLID WASTE COLLECTION CONTRACT WITH REPUBLIC SERVICES, INC. AND AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE SAID CONTRACT ON BEHALF OF THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle's contract for solid waste collection with Republic Services will expire on August 31, 2023; and

WHEREAS, the Town of desires to extend the solid waste collection services by renewing its contract with Republic Services and hereby deems it to be in the best interest, health and welfare of the citizens of Argyle.

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

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: THAT, the Town Council of the town of Argyle, Texas hereby approves a contract with Republic Services for an additional term of 5 years and in accordance with all other terms and conditions set forth in said contract, attached hereto as Exhibit "A".

AND IT IS SO RESOLVED.

PASSED AND APPROVED, this the 21st day of August 2023.

TOWN OF ARGYLE, TEXAS

By:

Rick Bradford, Mayor

ATTEST:

Erika McComis, Town Secretary

AMENDMENT TO SOLID WASTE COLLECTION CONTRACT FOR THE TOWN OF ARGYLE, TEXAS WEEKLY RECYCLING AND BULK COLLECTION

This Amendment to the Agreement for Solid Waste, Recycling and Bulk Collection between the Town of Argyle, TX and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth. ("Amendment") is entered into as of August 21, 2023 ("Effective Date").

Recitals

A. Town of Argyle, Texas ("Town"), and Allied Waste Services of Fort Worth, LLC dba Republic Services of Fort Worth ("Contractor") entered into that certain Agreement for Solid Waste, Recycling and Buk Services, dated September 1, 2018 (the "Agreement").

B. Town and Contractor have now agreed to extend the term of the Agreement and modify other terms as identified below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. **Terms.** Section 2. The term of the Agreement is hereby extended for an additional five (5) years, now expiring on August 31, 2028. The Agreement can be extended for an additional five (5) year term with the mutual agreement of the parties.

2. **Town of Argyle Rate Schedule September 1, 2023**. Section 16. See Attachment A, includes all years of the extended term.

3. **Modification to Rates**. Section 17. This Section is hereby modified to change the annual rate increase from 3 percent (3%) to five percent (5%) in year one and four percent (4%) in remaining years annually.

4. **Billing and Franchise Fees**. Section 7(b)(5). This Section is modified to indicate that the franchise fee is increase to twelve percent (12%) of the gross billing from the collection of Acceptable Waste from Commercial, Institutional, and Multi-Family customers.

5. **Annual Cleanup**. Section 39. This Section is hereby modified to add an additional bulk cleanup in the fall with Contractor supplying four (4) roll-off containers at no charge to the Town.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

Town of Argyle, Texas:

By: Erika McComis
Name: Erika McComis
Title: Town Administrator

Allied Waste Services of Fort Worth LLC dba Republic Services of Fort Worth

By: David Harwell
Name: David Harwell
Title: General Manager

City of Argyle

Franchised City Rates 2023

Attachment A

Commercial Frontload

Pickups per week

Size	1 X	2 X	3 X	4 X	5 X	6 X	Extra
2 YD	$ 81.13	$ 135.64	$ 190.14	$ 244.69	$ 299.14	$ -	$ 78.00
3 YD	$ 90.64	$ 163.50	$ 227.50	$ 300.39	$ 337.73	$ -	$ 81.90
4 YD	$ 109.01	$ 218.01	$ 291.52	$ 391.61	$ 491.74	$ -	$ 87.75
6 YD	$ 145.74	$ 255.99	$ 366.19	$ 529.70	$ 693.23	$ -	$ 91.65
8 YD	$ 191.00	$ 329.44	$ 508.00	$ 729.94	$ 912.45	$ -	$ 95.53

Delivery Fee	$ 73.97	Extra Yardage	$ 24.76
Removal	$ -	Gates	$ -
Exchange	$ -	Locks	$ -
Relocate	$ -	Casters	$ -

Commercial Rolloff

Size	Type	Delivery	Rental per day	Rental per month	Total per load	Deposit per cont.
30-yd	Open	$ 124.49	$ 4.59	$ 139.46	$ 477.74	N/A
40-yd	Open	$ 124.49	$ 4.59	$ 139.46	$ 559.94	N/A
40-yd	Comp	Nego	Nego	Nego	Nego	Nego
28-yd	Comp	Nego	Nego	Nego	Nego	Nego
30-yd	Comp	Nego	Nego	Nego	Nego	Nego
35-yd	Comp	Nego	Nego	Nego	Nego	Nego
40-yd	Comp	Nego	Nego	Nego	Nego	Nego

Franchise Fee Percentage 7.00%

		Per month
Commercial Handcollect	1 Cart per week	$ 30.26

	Base Rate	Per Quarter
Residential Curbside:	$13.69	$41.09
Recycling Curbside	$5.53	$16.60
Resi & Recycle Curbside:	$19.23	**$57.69**
Additional Cart	$5.20	$15.58
Senior Citizen Residential	$12.33	$36.98
Senior Recycling	$4.98	$14.93
Senior Citizen Resi & Recycle	$17.30	**$51.91**
Additional Cart	$4.68	$14.04

Trash 1x Week on Monday (cart + 2cu yards)
Recycle 1x Week on Monday
Bulk Pickup 1x Week on Monday up to 2 cu yards

Effective Date 9/1/2023 City Hall 940 / 464-7273

City of Argyle

Franchised City Rates 2024

Attachment A

Commercial Frontload

Pickups per week

Size	1 X	2 X	3 X	4 X	5 X	6 X	Extra
2 YD	$ 84.38	$ 141.07	$ 197.75	$ 254.47	$ 311.11	$ -	$ 81.12
3 YD	$ 94.27	$ 170.04	$ 236.60	$ 312.41	$ 351.24	$ -	$ 85.17
4 YD	$ 113.37	$ 226.73	$ 303.18	$ 407.27	$ 511.41	$ -	$ 91.26
6 YD	$ 151.57	$ 266.23	$ 380.84	$ 550.89	$ 720.95	$ -	$ 95.32
8 YD	$ 198.64	$ 342.62	$ 528.31	$ 759.14	$ 948.95	$ -	$ 99.35

Delivery Fee	$ 76.93	Extra Yardage	$ 25.75
Removal	$ -	Gates	$ -
Exchange	$ -	Locks	$ -
Relocate	$ -	Casters	$ -

Commercial Rolloff

Size	Type	Delivery	Rental per day	Rental per month	Total per load	Deposit per cont.
30-yd	Open	$ 129.47	$ 4.77	$ 145.04	$ 496.85	N/A
40-yd	Open	$ 129.47	$ 4.77	$ 145.04	$ 582.34	N/A
40-yd	Comp	Nego	Nego	Nego	Nego	Nego
28-yd	Comp	Nego	Nego	Nego	Nego	Nego
30-yd	Comp	Nego	Nego	Nego	Nego	Nego
35-yd	Comp	Nego	Nego	Nego	Nego	Nego
40-yd	Comp	Nego	Nego	Nego	Nego	Nego

Franchise Fee Percentage 7.00%

		Per month
Commercial Handcollect	1 Cart per week	$ 31.47

	Base Rate	Per Quarter
Residential Curbside:	$14.24	$42.73
Recycling Curbside	$5.75	$17.26
Resi & Recycle Curbside:	$19.99	**$59.99**
Additional Cart	$5.41	$16.21
Senior Citizen Residential	$12.82	$38.46
Senior Recycling	$5.18	$15.53
Senior Citizen Resi & Recycle	$18.00	**$53.99**
Additional Cart	$4.87	$14.60

Trash	1x Week on Monday (cart + 2cu yards)
Recycle	1x Week on Monday
Bulk Pickup	1x Week on Monday up to 2 cu yards

Effective Date 9/1/2024 City Hall 940 / 464-7273

City of Argyle

Franchised City Rates 2025

Attachment A

Commercial Frontload

Pickups per week

Size	1 X	2 X	3 X	4 X	5 X	6 X	Extra
2 YD	$ 87.75	$ 146.71	$ 205.66	$ 264.65	$ 323.55	$ -	$ 84.36
3 YD	$ 98.04	$ 176.84	$ 246.06	$ 324.90	$ 365.28	$ -	$ 88.58
4 YD	$ 117.91	$ 235.80	$ 315.31	$ 423.56	$ 531.86	$ -	$ 94.91
6 YD	$ 157.63	$ 276.88	$ 396.07	$ 572.93	$ 749.79	$ -	$ 99.13
8 YD	$ 206.59	$ 356.32	$ 549.45	$ 789.50	$ 986.91	$ -	$ 103.32

Delivery Fee	$ 80.01	Extra Yardage	$ 26.78
Removal	$ -	Gates	$ -
Exchange	$ -	Locks	$ -
Relocate	$ -	Casters	$ -

Commercial Rolloff

Size	Type	Delivery	Rental per day	Rental per month	Total per load	Deposit per cont.
30-yd	Open	$ 134.65	$ 4.96	$ 150.84	$ 516.72	N/A
40-yd	Open	$ 134.65	$ 4.96	$ 150.84	$ 605.64	N/A
40-yd	Comp	Nego	Nego	Nego	Nego	Nego
28-yd	Comp	Nego	Nego	Nego	Nego	Nego
30-yd	Comp	Nego	Nego	Nego	Nego	Nego
35-yd	Comp	Nego	Nego	Nego	Nego	Nego
40-yd	Comp	Nego	Nego	Nego	Nego	Nego

Franchise Fee Percentage 7.00%

		Per month
Commercial Handcollect	1 Cart per week	$ 32.73

	Base Rate	Per Quarter
Residential Curbside:	$14.81	$44.44
Recycling Curbside	$5.99	$17.96
Resi & Recycle Curbside:	$20.79	**$62.39**
Additional Cart	$5.62	$16.85
Senior Citizen Residential	$13.33	$40.00
Senior Recycling	$5.38	$16.15
Senior Citizen Resi & Recycle	$18.72	**$56.15**
Additional Cart	$5.07	$15.18

Trash	1x Week on Monday (cart + 2cu yards)
Recycle	1x Week on Monday
Bulk Pickup	1x Week on Monday up to 2 cu yards

Effective Date 9/1/2025 City Hall 940 / 464-7273

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Franchised City Rates 2026

Attachment A

Commercial Frontload

Pickups per week

Size	1 X	2 X	3 X	4 X	5 X	6 X	Extra
2 YD	$ 91.26	$ 152.58	$ 213.88	$ 275.24	$ 336.49	$ -	$ 87.74
3 YD	$ 101.96	$ 183.91	$ 255.91	$ 337.90	$ 379.90	$ -	$ 92.13
4 YD	$ 122.62	$ 245.23	$ 327.92	$ 440.50	$ 553.14	$ -	$ 98.71
6 YD	$ 163.94	$ 287.95	$ 411.92	$ 595.84	$ 779.78	$ -	$ 103.10
8 YD	$ 214.85	$ 370.58	$ 571.43	$ 821.08	$ 1,026.38	$ -	$ 107.46

Delivery Fee	$ 83.21	Extra Yardage	$ 27.85
Removal	$ -	Gates	$ -
Exchange	$ -	Locks	$ -
Relocate	$ -	Casters	$ -

Commercial Rolloff

Size	Type	Delivery	Rental per day	Rental per month	Total per load	Deposit per cont.
30-yd	Open	$ 140.03	$ 5.16	$ 156.87	$ 537.39	N/A
40-yd	Open	$ 140.03	$ 5.16	$ 156.87	$ 629.86	N/A
40-yd	Comp	Nego	Nego	Nego	Nego	Nego
28-yd	Comp	Nego	Nego	Nego	Nego	Nego
30-yd	Comp	Nego	Nego	Nego	Nego	Nego
35-yd	Comp	Nego	Nego	Nego	Nego	Nego
40-yd	Comp	Nego	Nego	Nego	Nego	Nego

Franchise Fee Percentage 7.00%

		Per month
Commercial Handcollect	1 Cart per week	$ 34.04

	Base Rate	Per Quarter
Residential Curbside:	$15.40	$46.22
Recycling Curbside	$6.22	$18.67
Resi & Recycle Curbside:	$21.63	**$64.89**
Additional Cart	$5.85	$17.53
Senior Citizen Residential	$13.87	$41.60
Senior Recycling	$5.60	$16.80
Senior Citizen Resi & Recycle	$19.46	**$58.39**
Additional Cart	$5.27	$15.79

Trash	1x Week on Monday (cart + 2cu yards)
Recycle	1x Week on Monday
Bulk Pickup	1x Week on Monday up to 2 cu yards

Effective Date 9/1/2026 City Hall 940 / 464-7273

City of Argyle

Franchised City Rates 2027

Attachment A

Commercial Frontload

Pickups per week

Size	1 X	2 X	3 X	4 X	5 X	6 X	Extra
2 YD	$ 94.91	$ 158.68	$ 222.44	$ 286.25	$ 349.95	$ -	$ 91.25
3 YD	$ 106.04	$ 191.27	$ 266.14	$ 351.42	$ 395.09	$ -	$ 95.81
4 YD	$ 127.53	$ 255.04	$ 341.04	$ 458.12	$ 575.26	$ -	$ 102.66
6 YD	$ 170.49	$ 299.47	$ 428.39	$ 619.68	$ 810.98	$ -	$ 107.22
8 YD	$ 223.44	$ 385.40	$ 594.28	$ 853.93	$ 1,067.44	$ -	$ 111.76

Delivery Fee	$ 86.54	Extra Yardage	$ 28.96
Removal	$ -	Gates	$ -
Exchange	$ -	Locks	$ -
Relocate	$ -	Casters	$ -

Commercial Rolloff

Size	Type	Delivery	Rental per day	Rental per month	Total per load	Deposit per cont.
30-yd	Open	$ 145.63	$ 5.37	$ 163.15	$ 558.89	N/A
40-yd	Open	$ 145.63	$ 5.37	$ 163.15	$ 655.06	N/A
40-yd	Comp	Nego	Nego	Nego	Nego	Nego
28-yd	Comp	Nego	Nego	Nego	Nego	Nego
30-yd	Comp	Nego	Nego	Nego	Nego	Nego
35-yd	Comp	Nego	Nego	Nego	Nego	Nego
40-yd	Comp	Nego	Nego	Nego	Nego	Nego

Franchise Fee Percentage 7.00%

		Per month
Commercial Handcollect	1 Cart per week	$ 35.40

	Base Rate	Per Quarter
Residential Curbside:	$16.02	$48.07
Recycling Curbside	$6.47	$19.42
Resi & Recycle Curbside:	$22.49	**$67.49**
Additional Cart	$6.08	$18.23
Senior Citizen Residential	$14.42	$43.26
Senior Recycling	$5.82	$17.47
Senior Citizen Resi & Recycle	$20.24	**$60.73**
Additional Cart	$5.48	$16.42

Trash 1x Week on Monday (cart + 2cu yards)

Recycle 1x Week on Monday

Bulk Pickup 1x Week on Monday up to 2 cu yards

Effective Date 9/1/2027 City Hall 940 / 464-7273

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Public Hearing Item	March 23, 2026

PRESENTER:

Harrison Wicks, Director of Community Development

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Hold a public hearing and consider approval of Ordinance 2026-11 authorizing a Zoning Change Request (Z-25-003) from Community Retail (CR) to a Planned Development with a base zoning of Community Retail (CR) for the Heath Tract Planned Development District on a 141.67-acre tract of land, known as James P Heath Addition, Block A, Lot 1, located on the northeast corner of I-35W and FM 407 W in the Patrick Rock Survey, Abstract 1063, Town of Argyle, Denton County, Texas.

BACKGROUND INFORMATION:

Existing Condition of Property:
The property is zoned Community Retail (CR), and fronts on FM 407 and Gateway Blvd. The site is currently an unimproved open pasture.

Adjacent Existing Land Uses and Zoning:

North: Sam Davis Road Right-of-Way
South: FM 407 Right-of-Way
East: AISD Elementary and Middle Schools
West: TXDOT Right-of-Way, Sam Davis Road Right-of-Way

Background:
The current property owner, Argyle Commercial 94 Land LLC, has owned the property since March 2022. A previous meeting includes a Program for Argyle Community Engagement (PACE) meeting with the property owner back in August 2022. This is their first formal zoning application submittal.

Development Review Analysis:
The applicant, Spiars Engineering, on behalf of the owner, Argyle Commercial 94 Land LLC, has requested a zoning change for the creation of a Planned Development zoning district, known as the Heath Tract Planned Development, on approximately 142 acres of the northeast corner of I35W and FM 407.

The plans depict a retail, hotel, and office development with no residential uses proposed. The base zoning district for the PD is Community Retail (CR) with specific deviations/enhancements provided by the applicant.

Consistency with the Future Land Use Plan and Comprehensive Plan:
Town staff have reviewed the Zoning Change Application and have determined that the applicant has demonstrated compliance with the Future Land Use Plan (FLUP). This area is identified as a commercial district on the FLUP, which is characterized by high intensity commercial with large retail anchors, smaller in-fill commercial, and ample parking to accommodate regionally generated traffic. No residential uses are permitted within this district. These uses require high visibility locations and should only be located on major roadways and corridors.

Area Regulations:
The PD proposes to use the area regulations of the CR Zoning District. The CR Zoning District has a minimum front yard setback of twenty-five feet (25'), side yard setbacks of twenty feet (20') and rear yard setbacks of twenty feet (20'). There is no minimum lot area requirement.

Parking:
For purposes of the PD, minimum parking spaces shall adhere to Sec. 14.3.66, - Off Street Parking and Loading Requirements in the Town of Argyle Development Standards. Alternative standards in the PD include, that the Community Development Director may authorize a reduction in parking up to 12% of the requirement where requested by the applicant, and required parking for a General Retail Large Scale use shall be one (1) space per 400 square feet of floor area, where previously the requirement in Sec. 14.3.66 is one (1) space per 250 square feet of floor area.

Landscaping:
Site Landscaping shall comply with the provisions of Sec. 14.3.67-6 – Minimum Landscaping Requirements For Nonresidential and Multifamily Developments. Landscape coverage required for individual sites in the PD is 25%. The project is required to provide a Type D landscape buffer along the front property line along FM 407. The buffer width is 10 feet. The applicant has proposed to increase the width of the buffer along FM 407 to a Type E bufferyard with 50 feet, and 4 canopy and 8 understory trees every 100 linear feet.

Along the entire east side property line, adjacent to the Grove Church and AISD property, the applicant has proposed no change to the Town standard of a Type F bufferyard with

50 feet, and 4 canopy, 8 understory trees, and 12 shrubs every 100 linear feet. This also includes an 8-foot-high masonry wall.

Along the entire north side property line, adjacent to Sam Davis Rd, the applicant has proposed a Type E bufferyard with 50 feet, and 4 canopy and 8 understory trees every 100 linear feet. The requirement of 12 shrubs per 100 linear feet was not included.

Along the entire west side property line, adjacent to Sam Davis Rd and I35W, the applicant has proposed a Type B bufferyard with 10 feet, and 2 canopy and 3 understory trees, and 10 shrubs every 100 linear feet. The Town standard originally called for a Type D bufferyard in this area with 10 feet, and 4 canopy and 5 understory trees, and 18 shrubs every 100 linear feet.

Design Standards:
The applicant has submitted an exhibit showing character imagery for the PD. The building elevations show 80-90% masonry materials, with flat roofs and parapets, and multiple articulation techniques to break up the building façade. The CR Zoning district requires for every 80 feet (80') of a wall visible from a public street or a residentially zoned property, there be a change in the building footprint measuring a minimum of three feet (3'). The applicant has provided the appropriate footprint offsets.

Signage:
The applicant intends to comply with the provisions of Article IV. — Sign Regulations of the Town of Argyle Development Standards for design, construction, and maintenance, with the exception of wayfinding signage and district or neighborhood signs.

Uses:
The following uses were added to the PD in order to allow them as permitted in select areas. These areas are identified as along FM 407 only:

Hotel (Permitted in Areas A, B) - A Full-Service Hotel use is a facility providing temporary lodging or guest rooms to the general public on a daily-rate basis, which must include no fewer than 90 rooms accessible by interior corridors, indoor pool, and must also include a bar and full-service menu-based breakfast. Accessory services such as meeting or conference rooms, housekeeping, and recreational amenities may be included. Hotel shall not exceed a maximum height of sixty (60) feet or four (4) stories.

Warehouse Club (Permitted in Area C) - A Warehouse Club use is a membership-based warehouse retail use that sells a limited variety of general merchandise and food in bulk quantities to the general public. Products may include foodstuffs, apparel, furniture, appliances, home furnishings, toiletries, cosmetics, photographic equipment, electronics, toys, and other general merchandise. This use requires customers to pay a membership fee to access the exclusive, discounted, bulk-packaged goods. This use is exempt from the Development, Large Scale use definition and requirement of a specific use permit if the building is larger than 40,000 square feet. There is no minimum or maximum square footage for this use.

Traffic Impact Analysis:
The Development is proposed to consist of restaurant, hotel, and other retail uses and is expected to be ready for occupancy by 2035. The development proposes to have access along the future I-35W Northbound Frontage Road, FM 407 and the future extension of Gateway Blvd.

Based on the Town of Argyle's Development Standards Section 14.2.90.C.6 stating that the minimum acceptable congestion level of Level of Service (LOS) C, the following principal findings were found as
part of Spiars' analyses of projected operational conditions at the "Build" condition.

Project Background Findings
• Roadway Improvements to I-35W and FM 407 within the project buildout were made known to Spiars at the onset of the traffic study. I-35W will be reconfigured from a 4-lane rural interstate to a six-lane urban freeway with an off-ramp connection to the northbound frontage road just north of FM 407. The interchange with FM 407 will also include a U-turn lane for the southbound frontage road in connection with the northbound frontage road.

Additionally, FM 407 will be reconstructed from a 2-lane highway to a four-lane median-divided highway from I-35W to Gateway Blvd. These assumptions have been applied to the analysis in the year 2030 and 2035 scenarios.

• In addition to the above improvements, the Town will install traffic signals at the intersections of FM 407 at Avalon Boulevard and FM 407 at Gateway Drive. For purposes of this study, traffic signals have been assumed at these intersections for the No-Build and Build Conditions.

Level of Service Findings
• All intersections and roadways (FM 407) within the study area operate at "acceptable" overall intersection Levels of Services during the Existing Conditions. With the addition of estimated background traffic growth and estimated site development traffic, the overall intersection Levels of Service are projected to continue to operate at "acceptable" Levels of Service with slight increases to the delays except for the following intersections.

• The intersection of I-35W and the Southbound Frontage Road operates at an "acceptable" over intersection Level of Service in the Build Peak Hour Conditions however it is recommended the Town and TxDOT evaluate the traffic signal timings for the intersection to optimize traffic operations. Mitigations for the degrading conditions are listed in the table below.

• The intersection of I-35W and the Northbound Frontage Road operates at an "acceptable" over intersection Level of Service in the Build Peak Hour Conditions however it is recommended the Town and TxDOT evaluate the traffic signal timings for the intersection to optimize traffic operations. Mitigations for the degrading conditions are

listed in the table below. Mitigations for the degrading conditions are listed in the table below.

• The exiting southbound maneuvers at Drive 2 along FM 407 are projected to operate at “unacceptable” Levels of Service in the project Build Conditions in both the AM and PM Peak Hours. These “unacceptable” conditions are typical of other similar unsignalized intersections and driveways along major high-volume roadways such as FM 407 and can only be mitigated with the installation of a traffic signal. However, with the anticipated low traffic volumes exiting the minor approach at the driveway from the development, the warrants for a traffic signal are estimated to not be met. Therefore, no mitigations for the “unacceptable” Levels of Service are recommended.

P&Z Commission Recommendation:
During their meeting on March 4, 2026, the commission recommended approval of the Zoning Change Request (Z-25-003) with the following conditions:

1. That Section 1.3.2.4 be added to read "The development shall be Dark Sky compliant and no element of this ordinance shall waive the dark sky requirement."

2. That a landscaped berm be constructed along FM 407.

3. That the temporary batch plant use be eliminated as a permitted use.

4. That Section 4.1.2.2 be revised to say loading docks may not be visible from the street.

5. That the Hotel definition be revised to read "Hotels shall be a full-service, offering room service, full-service restaurant and menu-offered breakfast, lunch and dinner with not less than 5,000 sq. ft. of meeting space; and meets or exceeds the level of upscale hotel as defined in Smith’s Travel Research."

6. That the Special Events venue use not be allowed in Area D.

7. That stormwater retention or detention be prohibited in the designated 36.6 acre open space area unless required by the Town.

8. That Section 4.1.2.3 be deleted in its entirety.

9. That Section 4.1.2.4 be revised to prohibit outside storage of merchandise.

10. That the Hotel definition include the meaning of temporary lodging to mean 90 percent of the rooms are let for 30 days or less.

11. That the Phase 1 roads will be required for any combination of uses in Phase 1 that exceeds 20,000 sq. ft.

12. That Gateway Blvd must be constructed to the rear of any developed parcel.

FISCAL IMPACT:

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

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

Draft Ordinance 2026-11
Exhibit A – District Standards
Exhibit B - Boundary Exhibit
Exhibit C – Concept Plan
Exhibit D – Illustrative Plan
Exhibit E – Phasing Plan
Exhibit F – Open Space Exhibit
Exhibit G – Paving Sections
Exhibit H – Trail Exhibit
Exhibit I - Net Land Area
Exhibit J – Landscape and Screening
Exhibit K - Character Images
Traffic Impact Analysis

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Ordinance 2026-11 authorizing a Zoning Change Request (Z-25-003) from Community Retail (CR) to a Planned Development with a base zoning of Community Retail (CR) for the Heath Tract Planned Development District on a 141.67-acre tract of land, known as James P Heath Addition, Block A, Lot 1, located on the northeast corner of I-35W and FM 407 W in the Patrick Rock Survey, Abstract 1063, Town of Argyle, Denton County, Texas.

TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2026-11

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE IN THE DEVELOPMENT STANDARDS OF THE TOWN OF ARGYLE, TEXAS, BY APPROVING A ZONING CHANGE FROM COMMUNITY RETAIL (CR) TO A PLANNED DEVELOPMENT WITH A BASE ZONING OF COMMUNITY RETAIL (CR) FOR THE HEATH TRACT PLANNED DEVELOPMENT DISTRICT ON A 141.67-ACRE TRACT OF LAND, KNOWN AS JAMES P HEATH ADDITION, BLOCK A, LOT 1, LOCATED ON THE NORTHEAST CORNER OF I-35W AND FM 407 W IN THE PATRICK ROCK SURVEY, ABSTRACT 1063, TOWN OF ARGYLE, DENTON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "B"; PROVIDING A ZONING EXHIBIT, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT "C"; PROVIDING AN ILLUSTRATIVE PLAN, ATTACHED HERETO AS EXHIBIT "D"; PROVIDING A PHASING PLAN, ATTACHED HERETO AS EXHIBIT "E"; PROVIDING AN OPEN SPACE PLAN, ATTACHED HERETO AS EXHIBIT "F"; PROVIDING PAVING SECTIONS, ATTACHED HERETO AS EXHIBIT "G"; PROVIDING A TRAIL PLAN, ATTACHED HERETO AS EXHIBIT "H"; PROVIDING A NET LAND AREA PLAN, ATTACHED HERETO AS EXHIBIT "I"; PROVIDING A LANDSCAPE AND SCREENING PLAN, ATTACHED HERETO AS EXHIBIT "J"; PROVIDING CHARACTER IMAGERY, ATTACHED HERETO AS EXHIBIT "K"; AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF ARGYLE, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING INJUNCTIVE RELIEF; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Argyle, Texas (the "Town Council"), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the Town; and

WHEREAS, the Town Council adopted Article III, Zoning in the Development Standards of the Town of Argyle, the same being the Comprehensive Zoning Ordinance of the Town, which governs the use and development of land in the Town (the "Zoning Ordinance"); and

WHEREAS, ARGYLE COMMERCIAL 94 LAND LLC has submitted a zoning change application to the Town of Argyle, Texas to change the zoning district from

Community Retail (CR) to a Planned Development with a base zoning of Community Retail (CR) for the Heath Tract Planned Development District on a 141.67-acre tract of land, known as James P Heath Addition, Block A, Lot 1, located on the northeast corner of I-35W and FM 407 W in the Patrick Rock Survey, Abstract 1063, Town of Argyle, Denton County, Texas, being more particularly described in **Exhibit B**, attached hereto and incorporated herein, (the "Property"); and

WHEREAS, the Zoning exhibit, Boundary Plan, Concept Plan, Illustrative Plan, Phasing Plan, Open Space Plan, Paving Sections, Trails Plan, Net Land Area, Landscape and Screening Plan, and Character Imagery, as set forth in **Exhibit A** through **Exhibit K**, attached hereto and incorporated herein, define the base zoning district and provide for modifications to district regulations for the development of the Property; and

WHEREAS, on March 4, 2026 the Planning and Zoning Commission of the Town of Argyle, in compliance with the Town Development Standards and the Comprehensive Zoning Ordinance of the Town of Argyle, Texas and with the requisite notices by publication and otherwise, afforded a full and fair hearing to all the property owners interested and situated in the affected area and in the vicinity thereof; and

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

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

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

SECTION 2. The Zoning Ordinance is hereby amended to change the zoning of the Property described in **Exhibit B** to Planned Development with a base zoning of Community Retail (CR) for the Heath Tract Planned Development District, subject to the following regulations, which exhibits are incorporated as if fully set forth herein, and all applicable Town ordinances governing the Property, except as expressly provided for in this Ordinance:

Exhibit A – District Standards
Exhibit B – Boundary Exhibit
Exhibit C – Concept Plan
Exhibit D – Illustrative Plan
Exhibit E – Phasing Plan
Exhibit F – Open Space Exhibit
Exhibit G – Paving Sections

Exhibit H – Trail Exhibit
Exhibit I – Net Land Area
Exhibit J – Landscape and Screening
Exhibit K – Character Images

SECTION 3. That the Official Zoning Map of the Town of Argyle, Texas, is hereby amended to reflect the zoning change.

SECTION 4. That the above-described Property shall be used only in the manner and for the purpose provided by the Town Development Standards of the Town of Argyle as heretofore amended, and as amended herein.

SECTION 5. That any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Town Development Standards of the Town of Argyle, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense.

SECTION 6. If any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or portion thereof, other than that portion so decided to be invalid or unconstitutional.

SECTION 7. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8. In addition to and accumulative of all other penalties, the Town of Argyle, Texas, shall have the right to seek injunctive relief for any and all violations of this Ordinance.

SECTION 9. This Ordinance shall take effect immediately from and after its passage and publication of the caption of this Ordinance, as required by law.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS ON THIS THE 23rd DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis,
Town Secretary

EXHIBIT A

HEATH TRACT PLANNED DEVELOPMENT DISTRICT

TABLE OF CONTENTS

Section 1. Administration
Section 2. Development Approvals Processes
Section 3. Site Development Standards
Section 4. Lot and Building Standards
Section 5. Parking Standards
Section 6. LandscapeStandards
Section 7. Signage Standards
Section 8. Permitted Uses
Section 9. Definitions

SECTION 1. ADMINISTRATION

1.1. Title

This Planned Development Zoning District is known as the “Heath Tract Planned Development District”. This area and the ordinance establishing applicable regulations and may be cited as the “District".

1.2. Purpose

The Purpose of this Planned Development Zoning District is to establish minimum requirements of development standards for a mix of uses. Following approval of this ordinance the developer shall prepare, or have prepared on their behalf, in a phased manner where applicable a Site Plan for each area to be developed and conforming to the criteria established herein.

1.3. Applicability

1.3.1. Planned Development ZoningDistrict Applicability

The provisions of this District shall only apply to properties as indicated on Exhibit A: Legal Description as further identified in Exhibit B: Zoning Exhibit. This Planned Development Zoning District provides regulations including zoning, subdivision, signage, and design standards for land designated as “Heath Tract Planned Development District”.

1.3.2. Relationship to the Town of Argyle Code of Ordinances

1.3.2.1. In the event of a conflict between the provisions of this District and any other codes, ordinances, regulations, and standards of the Town of Argyle, the provisions of this District shall control.

1.3.2.2. Provisions of any other codes, ordinances, regulations, and standards of the Town of Argyle that are not in conflict with the provisions of this District shall continue to apply to the property designated as the District.

1.3.2.3. The definitions set forth herein contain terms that are integral to this District. Those terms not defined in Section 9 or in Sec. 14.1.5 - Definitions of the Town of Argyle Development Standards; shall be accorded their commonly accepted meanings. In the event of a conflict between a definition in this District and a definition in any other codes, ordinances, regulations, and standards of the Town of Argyle, the definition in this District shall control.

1.3.3. Interpretation

1.3.3.1. In the event of a conflict between the provisions of this District and the numerical metrics of its tables and the diagrams and illustrations, the provisions of this District shall control.

1.3.3.2. Provisions of this District are activated by “SHALL" or “ARE” when required and “MAY" when optional.

SECTION 2. DEVELOPMENT APPROVALS PROCESSES

2.1. Development Procedure

The development procedure shall conform to the standards and progression as set forth in “Sec. 14.3.25. —Concept Plan and Site Plan Review Processes." in the Town of Argyle Development Standards, unless amended herein. The specific process shall depend upon the type of application as described below.

2.1.1. Concept Plan

The Concept Plan (included as Exhibit C: Concept Plan) for the PD shall satisfy the requirements for the Concept Plan as described in Sec. 14.3.25.5 and the requirements for a Phase One Concept Plan as described in Sec. 14.3.51-5. — “Large Commercial/Mixed-Use Development PD" in the Town of Argyle Development Standards and as modified herein. Council approval of this Planned Development District by Ordinance shall constitute approval of the

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Concept Plan allowing for an Applicant to proceed to a Site Plan. Revisions to the Concept Plan, either in whole or in part, shall be subject to the Major and Minor Amendments in Section 2.2.1.

The concept plan is provided for preliminary planning purposes only and is not an official or submitted document. All aerial imagery and mapping are based on the best available information at the time of preparation. The plan is subject to revision.

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2.1.2. Site Plan

A Site Plan that is in general conformance with an approved Concept Plan shall be reviewed in accordance with the process described in "Sec. 14.3.25.-2" in the Town of Argyle Development Standards. A Site Plan that is in general conformance with the Concept Plan and all other applicable requirements of the Development Standards shall be approved or approved with conditions.

The site plan is provided for preliminary planning purposes only and is not an official or submitted document. All aerial imagery and mapping are based on the best available information at the time of preparation. The plan is subject to revision.

2.2. Flexibility

The phasing and complexity inherent to mixed-use developments and the necessary extended timeframe to complete the development require that flexibility be incorporated in the entitlements for the District. There shall be two types of flexibility from the requirements of this District: Major Amendments and Minor Amendments.

2.2.1. Major and Minor Amendments

Major and Minor Amendments to the approved Concept Plan shall follow the criteria and procedures below and shall be determined by the Community Development Director.

Table 2.2.1: Major and Minor Amendments

Minor Amendment	Major Amendment
Modification up to 10% to the numerical standards of the district	Modification greater than 10% to the numerical standards of the district
Throughfares and Blocks on a Concept Plan may be modified to while maintaining general throughfare connectivity and spacing requirements. Resulting changes in blocks due to the shifting of throughfares shall not cause more than a 25% change in the size of the block.	Any change to a Concept Plan in excess of the Minor Amendment threshold of modifications.
Modification of the anticipated order of development for the overall property	

Modifications to approved, Street Cross Sections, and Intersection Assemblies to accommodate specific considerations regarding traffic calming, emergency vehicle access, accommodate pedestrian	

and bike traffic, and modify on-street parking configuration	

2.2.2. Administrative Modification

Minor Amendments shall be approved administratively by the Town Administrator or his / her designee. Major Amendments shall require the recommendation of the Planning and Zoning Commission and approval of Town Council.

SECTION 3. SITE DEVELOPMENT STANDARDS

3.1. Areas

The District is comprised of five primary Areas: A, B, C, D, and E. Areas are to be located as depicted on the Concept Plan. Areas within this District shall comply with their corresponding base zoning districts and permissible use standards, as set forth in Argyle's Development Standards, except as provided herein.

Areas and their base zoning district designations are the following:

Table 3.1.1: Area Base Zoning

Area	Base Zoning District
A	Community Retail (CR)
B	Community Retail (CR)
C	Community Retail (CR)
D	Community Retail (CR)
E	Community Retail (CR)

3.2. Thoroughfare Standards

All Thoroughfares shall be constructed in accordance with the standards as shown in Exhibit D: Thoroughfare Plan and Exhibit E: Street Sections.

3.2.1. Thoroughfare Modifications

Modifications to approved Thoroughfares, Street Cross Sections, and Intersection Assemblies to accommodate specific considerations regarding traffic calming, accommodate pedestrian and bike traffic, and modify on-street parking configuration may be approved by Minor Amendment by the Community Development Director. The Boulevard Street Section as depicted in Exhibit E: Street Sections may be built in phases — allowing just one side of the boulevard to serve as an access street.

3.2.2. Traffic Calming

3.2.2.1. Medians

Medians are permitted to be constructed in Gateway Drive.

3.2.2.2. Bulb-outs

Bulb-outs or similar type curb extensions may be used along key

intersections and programmed open space where feasible to support pedestrian safety and where vehicular movement and emergency access will not be unnecessarily hindered.

3.2.2.3. Speed Tables
Speed Tables may be permitted with administrative approval. Speed Tables may be integrated into pedestrian crossings at intersections and may be used to integrate Open Spaces across a street.

3.3. Open Space Standards

3.3.1 Open Space Requirements – An 8' trail shall be provided along the east side of the floodplain.

3.3.2 All open space shall be owned and maintained by the Property Owners' s Association (POA).

3.3.3 All trails within the area designated as open space shall be open to the public and constructed of decomposed crushed granite or concrete.

3.3.4 The development shall provide a minimum of 26(as shown per the exhibit) acres of open space located along the floodplain corridor, enhanced with amenities such as landscaping, seating areas, picnic tables, and pedestrian trails. The planned trail system will be designed to connect with the Town of Argyle's comprehensive trail network south of FM 407. The proposed open space exceeds the Town's minimum open space requirements. One (1) amenity item for every acre of open space shall be provided. Amenity items may include the following:

- Fountains
- Water features
- Outdoor seating
- Public art
- Educational signage
- Bike racks
- Exercise equipment (parcourse);
- Shade structure;
- Gazebo;
- Signature lighting;
- Sport courts/ fields;
- Open air picnic lawn;
- Playground;
- Dog Park facilities;
- Other amenities approved by the Community Development Director.
-
- Other amenities approved by the Community Development Director.

3.3.5 The Open Space and Landscaping standards of this planned development shall satisfy all Town of Argyle Parks dedication requirements, and all Open Space and Landscaping requirements current or in the future. The location, layout, and configuration of such Open Space and Landscaping may be established and adjusted by the Developer from time to time within the District, as reasonably necessary to satisfy such requirements and to accommodate the overall development plan for the Property.

3.3.6 Open Space shown on the **Open Space Plan** shall count towards the required landscaping percentage on the lot on which it is located.

3.3.7 The Open Space standards contained in this planned development shall be the sole standards for Open Space for development within the Property, including the standards for Large-Scale Projects / Developments.

3.4. Site Design

3.4.1. Commercial Shared Access

- Shared access and / or access easements across commercial parcels are permitted. The locations of shared access shall be indicated on the Site Plan.
- Commercial development shall be designed to provide shared access to contiguous commercial parcels provided the contiguous parcel has provided for the extension of the shared access.
- Provisions shall be made for the connection of pedestrian and vehicle circulation systems with contiguous parcels.
- Vehicular access easements from one lot to contiguous lots and for private driveways within a lot may be provided on the final plat or by separate recorded instrument.

SECTION 4. LOT AND BUILDING STANDARDS

4.1 Building Standards

4.1.1 Building Height

4.1.1.1 Masts, water towers, belfries, clock towers, chimney flues, mechanical equipment, cooling towers, air conditioning equipment, visual screens which surround roof mounted mechanical equipment, parapet walls limited to four feet in height, cupolas, spires, steeples, turrets, elevator bulkheads and similar building elements shall not count towards maximum building height.

4.1.1.2 Communication antennas and support structures *may* exceed building height by 12 feet.

4.1.1.3 Building wall shall extend to parapets that enclose the roof area for flat roofs. Said parapets shall be of a sufficient height to fully screen the roof and any mechanical equipment located on the roof.

4.1.2 Building Standards

4.1.2.1 Buildings that are open to the public and are within 30 feet of the street right-of-way shall have a pedestrian walkway shall consist of a sidewalk meeting ADA criteria. The sidewalk shall be level with the pavement.

4.1.2.2 Loading docks or loading areas are permitted to be visible from the street and may be accessed directly from the street.

4.1.2.3 Outside display and sales of merchandise is allowed.

4.1.2.4 Outside storage of merchandise may remain on a lot for more than 24 hours.

4.2 Lot Standards

4.2.1 Frontage Lot widths

4.2.1.1 All lots abutting or fronting a designated major thoroughfare with shared access shall maintain a minimum lot width of one hundred twenty-five (125) feet.

SECTION 5. PARKING STANDARDS

5.1 General

The parking requirements shall be determined by the use, as provided below. The parking provided shall include the parking spaces provided within the lot and the parking spaces that are along the parking lane corresponding to lot frontages.

5.2 Parking Requirements

For purposes of the District, minimum parking spaces shall adhere to Sec. 14.3.66, - Off-Street Parking and Loading Requirements in the Town of Argyle Development Standards. The Community Development Director may authorize a reduction in parking up to 12% of the requirement where requested by the applicant.

- Required parking may be provided with shared parking agreements among property owners, tenants, or users.
- Required parking for a General Retail Large Scale shall be one (1) space per 400 square feet of floor area

5.3 Parking Lot Landscaping

- Parking lots shall comply with the “Minimum Requirements for Off-Street Parking and Vehicular Use Areas" found in Sec.14.3.67-6. K— “Minimum Landscaping Requirements for Nonresidential and Multifamily Developments".
- Parking lots shall be accessed by a minimum six-foot-wide sidewalk.
- Trees shall not be required to be planted in landscape islands being within 300 feet of a grocery store front entrance(s)

SECTION 6. LANDSCAPE STANDARDS

6.1 Landscape Standards

All landscaping shall comply with the provisions set forth herein. Developers shall select from Sec. 14.5.50. - Approved Plant List of the Town of Argyle Development Standards

6.2 Street Trees

6.2.1 Street Tree Requirement

Street Trees (minimum 4-inch caliper) shall be planted on-center, approximately every 30 feet in the planting strip of throughfares.

6.2.2 Tree Species

Street Tree species shall be indicated on a Site Plan at time of Development, that demonstrates a variety of street tree species across the site to maintain a mix of tree species to ensure structural and aesthetic variety, and resistance to disease and pests over a monoculture.

6.2.3 Planting Location

Flexibility on planting is permitted to accommodate public and private infrastructure. Street Trees do not require root barrier (if planted at least three feet from the back of curb) or structural soil.

6.3 Site Landscaping

6.3.1 Minimum Site Landscaping

Site Landscaping shall comply with the provisions of Sec. 14.3.67-6, “minimum Landscaping Requirements For Nonresidential and Multifamily Developments" of the Town of Argyle Development Standards with the following exceptions:

SECTION 7. SIGNAGE STANDARDS

7.1 General Standards

- Signage may only be externally lit with full-spectrum source. unless otherwise indicated herein or with administrative approval, subject to review by the Director of Community Development
- Direct lighting, back lighting, and halo lighting is permitted
- One address number will be attached to the building in proximity to the principal entrance, and one address number shall be installed over the garage or the rear entrance of a building. Placement and size shall comply with the local fire code.
- All signs shall comply with the provisions of Article IV. — Sign Regulations of the Town of Argyle Development Standards for design, construction, and maintenance, except as provided below.
- The Development may include a pylon sign up to 35 feet in height along Interstate 35-, ————located within the approved sign area. . A coordinated sign package for the development will accompany the ————Site Plan submission.

7.2 Sign Types

7.2.1 Wayfinding Signs

- Wayfinding signs will be uniform in material and color to create a sense of place in the development.
- Wayfinding signs are permitted in the right-of-way.
- Wayfinding signs may be freestanding or attached to building watts or structures.
- They may be illuminated and/or non-illuminated.
- Wayfinding signs may allow a business logo.

7.2.2 Sales, Leasing and Construction Related Signs

Offsite sales, leasing and construction related signs are permitted by right during a construction period. All other sales, leasing and construction-related signs shall be approved with administrative approval, subject to review by the Community Development Director. Offsite sales, leasing and construction-related signs shall be removed no later than 14 days following the completion of construction or fulfillment of the advertised sale or lease.

7.2.3 Temporary Signs

Temporary signs are allowed by right during the construction period. In all other cases they shall comply with all the applicable regulations and restrictions found in the Town of Argyle Development Standards.

7.2.4 District or Neighborhood Signs

These signs will be uniform in material and color to create a sense of place in the district and shall be installed with administrative approval, subject to review by the Community Development Director.

SECTION 8. PERMITTED USES

8.1 General

Permitted uses in Areas shall be in accordance with uses and activities listed for their corresponding base zoning districts in Sec. 14.3.62 - Use Chart Matrix in the Town of Argyle Development Standards.

Legend for Use Modifications		Area A Base Zoning: CR	Area B Base Zoning: CR	Area C Base Zoning: CR	Area D Base Zoning: CR	Area E Base Zoning: CR
P	Permitted in Area					
No.	**Use**					
	Carwash, Self-Service (only as an accessory use to a grocery	P		P		
33	Clinic (Medical)	P	P	P	P	P
42	Concrete or Asphalt Batching Plant (Temporary)				P	P
45	Convenience Store with Gas Sales	P				
50	Data Center				S	
54	Development, Large Scale	~~P~~SUP	PSUP	PSUP	~~P~~	
174	Urgent Care Clinic	P	P	P	P	P
	Restaurant with Drive Thru, not stacked next to each other	P	P	P		
	Hotel :	P	P	S	S	
	Office	P	P	P	P	P
			P		P	
	Motor Vehicle Repair and Services, Minor	P	P	P		
	Special Event Venue	P	P		P	
	Warehouse Club			P		

Prohibited Uses in this planned development from the base Community Retail (CR) zoning district include the following:

- Antennas
- Check Cashing Service
- Consignment Shop

- General Machine Repair
- Motel
- Group Day Care Home
- Helistop
- Kiosk
- Laundry Mat
- Recycling Kiosk
- Sign Manufacturing
- Tattoo Studio
- Veterinarian (Outdoor Kennels)
- Wind Energy Systems

SECTION 9. DEFINITIONS

This District provides definitions for terms in this District that are technical in nature or that otherwise may not reflect a common usage of the term. If a term is not defined in this District, then the Development Standards definitions shall control.

ADMINISTRATIVE APPROVAL: An approval by a City Staff member of a matter permitted in this District that complies with the intent and purposes of this District.

ALLOWED ENCROACHMENTS: Any structural element that encroaches into a Frontage, setback or easements. Allowed encroachments include eves, gutters, chimneys, utility meters, planter boxes, porches, stoops, bay windows, balconies, terraces, oriels, and colonnades.

AMBULANCE SERVICE: Service that provides emergency medical care and transports patients to hospitals or other treatment facilities

ANMBULATORY SURGERY CENTER: facility that provides surgical care to patients who do not require hospitalization

AMENITIZED RETENTION AREA: Retention or detention that is programmed with amenities and designed such that its storm management function is not the dominant design characteristic

BLOCK FACE: The aggregate of all the building facades on one side of a block.

BUILDING CONFIGURATION: The form of a building, based on its massing, on its private frontage, and on its height.

BUILDING DISPOSITION: The placement of a building on its lot.

BUILDING HEIGHT: The vertical extent of a building measured in stories.

BUILDING TYPE: A structure category determined by function, position on the lot, and configuration, including frontage and height.

BY RIGHT: A use or development that complies with this District and is permitted administratively without special review or approval by the Town Council or any board or commission. (SEE MINOR ~~ADMENDI1ENT~~AMENDMENT).

COMMERCIAL: The term collectively defines lodging, office, restaurant, and retail uses.

CONCEPT PLAN: For purposes of this zoning district, provisions which reference the Concept Plan shall be construed as meaning Exhibit B (labelled "Concept Plan"). For all clauses which refer to a concept plan, such provisions ~~*sha*~~*shall* be deemed to refer to all those materials (as may be amended), in addition to any other approved documents which constitute a required part of a concept plan under the Development Standards.

ELEVATION: An exterior wall of a building that is not along a frontage line (SEE

FAÇADE).

ENCROACH: To break the plane of either a vertical or horizontal regulatory limit with a structural element, so that it extends into a setback, into the public frontage, or above a height limit.

FACADE: The exterior walt of a building set along a frontage line.

FRONT SETBACK: The distance as measured from the frontage line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of Allowed Encroachments.

FRONTAGE: The area between a building facade and the vehicular lanes and is inclusive of its built and its planted components. A frontage is divided into the private frontage and the public frontage.

FRONTAGE LINE: A tot line bordering a public frontage.

FULL SERVICE GENERAL ACUTE HOSPITAL: a facility that offers services, facilities, *and* beds for use for more than 24 hours for individuals requiring care; and regularly maintains, at a minimum, clinical laboratory services, diagnostic Xray services, treatment facilities including surgery or obstetrical care or both, and other definitive medical or surgical treatment of similar extent.

GREEN: An open space Tor unstructured recreation, and that is spatially defined by landscaping rather than building frontages.

HOTEL: ~~A facility providing temporary lodging or guest rooms to the general public on a daily rate basis, which must include no fewer than 90 rooms , indoor pool, may also include accessory services such as restaurants, meeting or conference rooms, housekeeping, and recreational amenities. Hotel shall have direct pedestrian access to the trail system if the trail system is on west side of the creek. Hotels shall not exceed a maximum height of sixty (60) feet or four (4) stories."~~ A Full Service Hotel use is a facility providing temporary lodging or guest rooms to the general public on a daily-rate basis, which must include no fewer than 90 rooms accessible by interior corridors, indoor pool, and must also include a bar and full-service menu-based breakfast. Accessory services such as meeting or conference rooms, housekeeping, and recreational amenities may be included. Hotel shall not exceed a maximum height of sixty (60) feet or four (4) stories.

LABORATORY, MEDICAL OR DENTAL: facility that tests clinical specimens to help diagnose or treat patients and/or a facility that designs, fabricates, or repairs dental appliances.

LANE MARKER SIGN: Identification signage that includes designated parking or curbside pickup signs

DEVELOPMENT, LARGE SCALE: a building, regardless of use, that is 40,000 square feet or larger.

MURAL: Any piece of artwork that is painted, tiled, or otherwise applied directly to an exterior wall.

ORDER CANOPY: Structure that covers drive-thru signage

PRINCIPAL BUILDING: The main building on a tot, and usually located toward the frontage.

PRINCIPAL ENTRANCE: The main point of access for pedestrians into a building.

REAR YARD: A disposition where the building occupies the full frontage, leaving the rear of the tot as the sole yard.

REAR SETBACK: The distance as measured from the rear tot line to the point where a building may be constructed. This area shall be maintained clear of permanent structures with the exception of encroachments.

SIDE YARD: A disposition where the building occupies one side of the tot with the

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setback to the other side. If the adjacent building is similar, with a blank side wall, the yard is quite private. May include exclusive-use and maintenance easements.

THOROUGHFARE: A public way for use by vehicular and pedestrian traffic and intended to provide access to lots and open spaces, consisting of vehicular lanes and the public frontage.

TRAFFIC CALMING: A method for using either horizontal deflection methods such as bump outs or chicanes or vertical deflection such as speed tables to slow traffic.

TRANSITIONAL OR OCCUPATIONAL THERAPY LICENSED AS ASSISTED LIVING: Facility that offers beds for use for more than 24 hours for individuals requiring treatment, or care for injury, to help residents maintain or improve their ability to perform daily activity, limited to 12 beds.

WAREHOUSE CLUB:

A Warehouse Club use is a membership-based warehouse retail use that sells a limited variety of general merchandise and food in bulk quantities to the general public. Products may include foodstuffs, apparel, furniture, appliances, home furnishings, toiletries, cosmetics, photographic equipment, electronics, toys, and other general merchandise. This use requires customers to pay a membership fee to access the exclusive, discounted, bulk-packaged goods. This use is exempt from the Development, Large Scale use definition and requirement of a specific use permit if the building is larger than 40,000 square feet. There is no minimum or maximum square footage for this use.

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Metes And Bounds Description

BEING a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Town of Argyle, Denton County, Texas, being all/part of a tract conveyed to Argyle Commercial 94, LLC, by deed recorded in Document Number 2022–44671 of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), with the subject tract being more particularly described as follows:

BEGINNING at 1/2–inch circular iron rod found at the southwest corner of a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Town of Argyle, Denton County, Texas, being a part of a tract of land conveyed to Argyle Commercial 94, LLC, by deed recorded in Document Number 2022–44671 of the Official Public Records, Denton County, Texas (O.P.R.D.C.T.), also being the southeast line of Interstate 35W at FM 407, LP, as recorded in Document No. 2006–56511, of the Official Public Records of Denton County, Texas, bears N 12°10'42" E, 28.91 feet;

THENCE N 12°15'35" E, 543.04 feet;

THENCE N 77°44'39" W, 149.89 feet;

THENCE N 12°15'35" E, 293.18 feet;

THENCE N 23°34'10" E, 1750.00 feet;

THENCE N 38°23'16" E, 154.03 feet;

THENCE N 76°40'17" E, 162.32 feet;

THENCE N 89°24'40" E, 290.00 feet;

THENCE N 59°24'40" E, 9.91 feet;

THENCE N 89°09'55" E, 833.00 feet;

THENCE S 21°07'55" E, 2839.28 feet;

THENCE S 89°47'45" W, 1277.51 feet;

THENCE N 50°49'22" W, 49.03 feet;

THENCE N 89°03'26" W, 91.89 feet;

THENCE S 45°09'16" W, 46.89 feet;

THENCE S 89°47'45" W, 1704.98 feet to the POINT OF BEGINNING with the subject tract containing 6,171,248 square feet or 141.672 acres of land.

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBPLS No. F-10043900 • www.spiarseng.com

Drawn:	Checked:	Date	Job No.
BDT	JDH	6/5/25	25–028

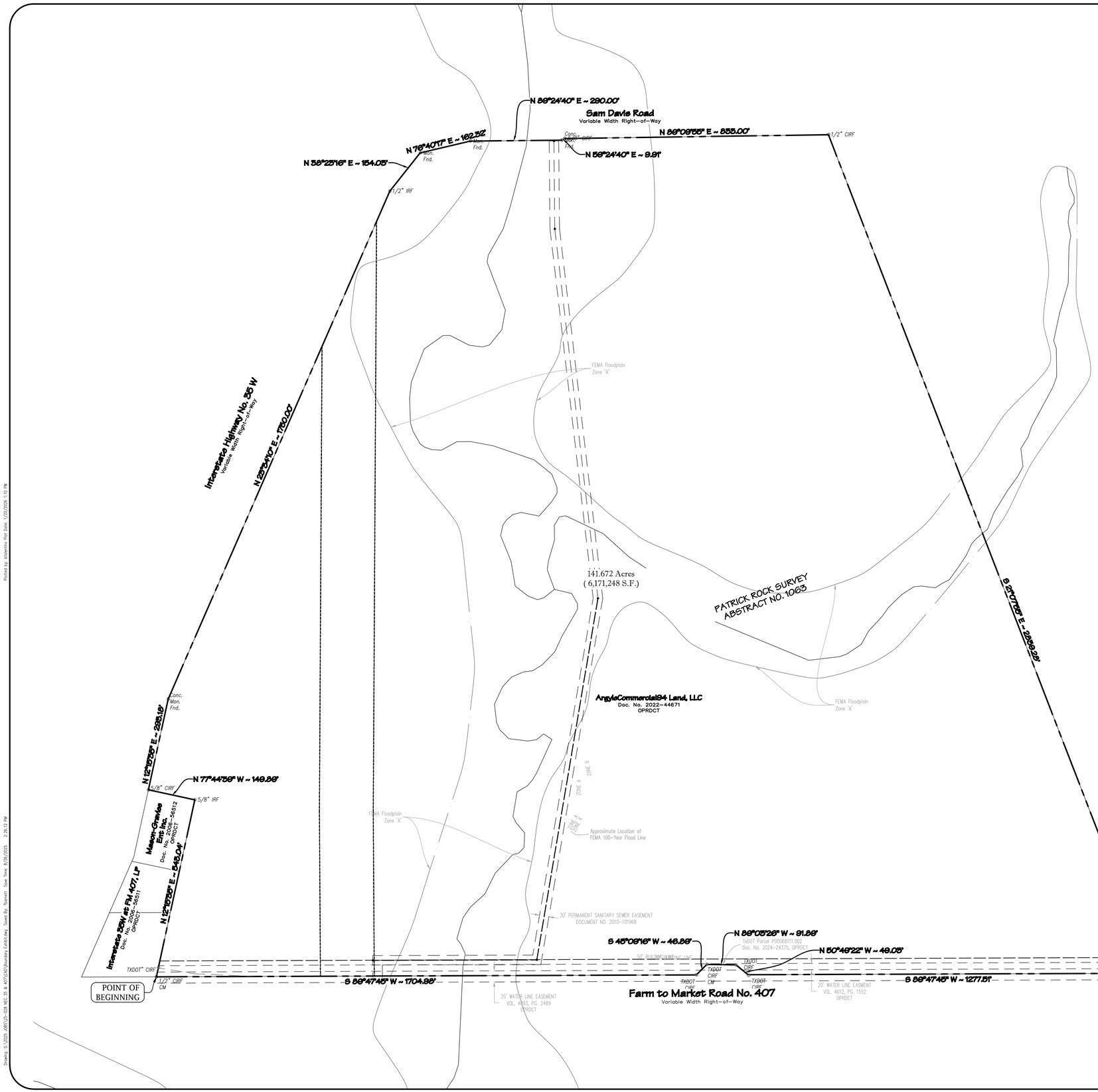
EXHIBIT A

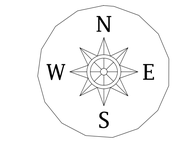
PATRICK ROCK SURVEY, ABSTRACT NO. 1063

TOWN OF ARGYLE

DENTON COUNTY, TEXAS

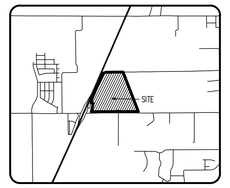
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0 75 150 300

1 inch = 150 ft.



LOCATION MAP
NTS

LEGEND	
	(Not All Items May Be Applicable)
○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED
	NOTE: IF UNABLE TO SET ACTUAL LOT CORNER, A 5 FOOT OFFSET IRON ROD MAY BE SET WITH A PINK PLASTIC CAP STAMPED "SPIARSENG-5' O/S PC".
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
Util.	UTILITY
(BTP)	BY THIS PLAT
ROW	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
Ⓐ	BLOCK DESIGNATION
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
DRDCT	DEED RECORDS, DENTON COUNTY, TEXAS
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
OPRDCT	OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS

EXHIBIT B: Zoning Exhibit

HEATH TRACT

141.672 AC / 6,171,248 SF

PATRICK ROCK SURVEY ~ ABSTRACT NO. 1063

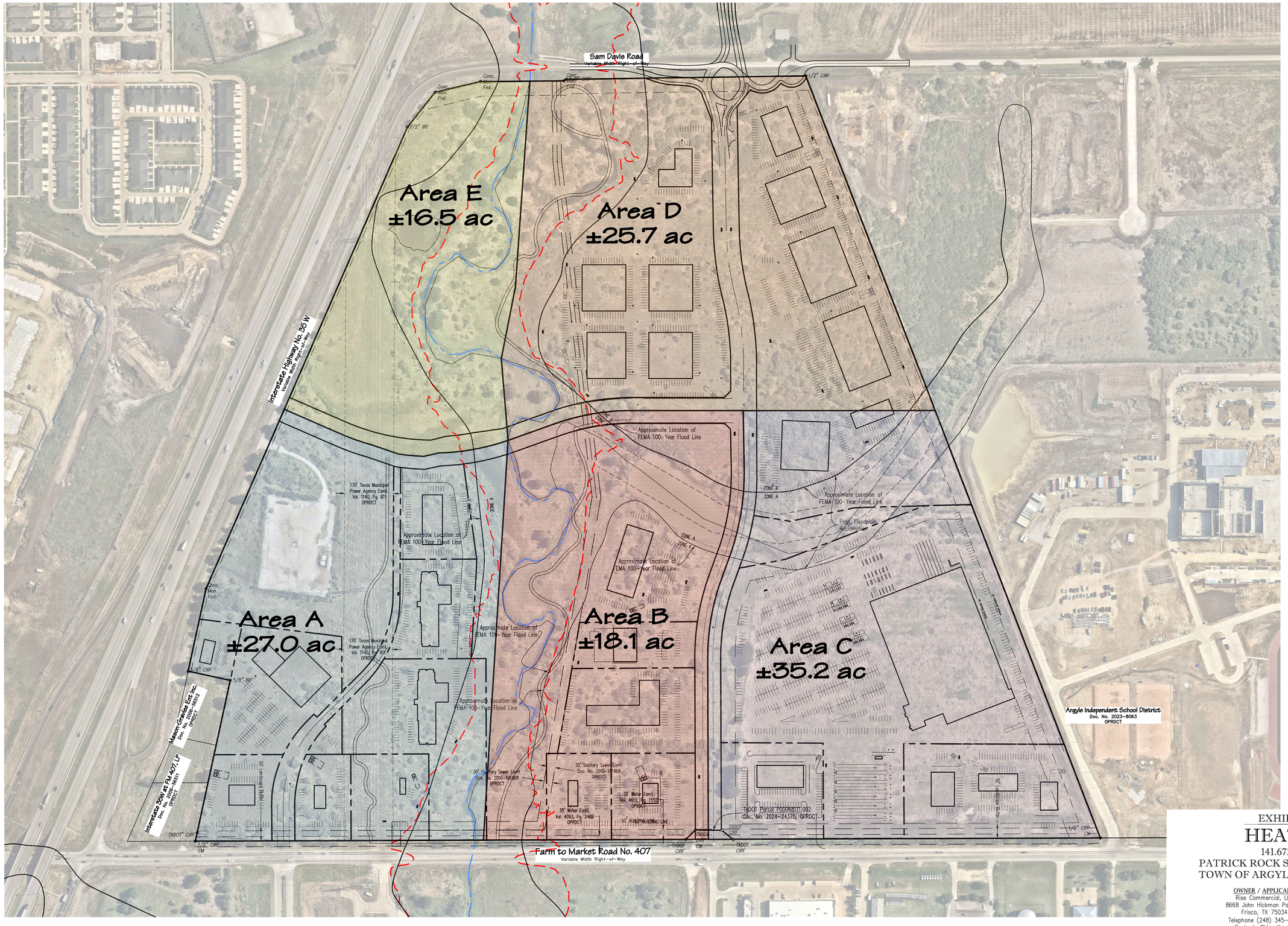
TOWN OF ARGYLE, DENTON COUNTY, TEXAS

OWNER / APPLICANT
Rise Commercial, LLC
8668 John Hickman Parkway
Frisco, TX 75034
Telephone (248) 345-3818
Contact: Shiva Kondru

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
3575 Lone Star Circle, Suite 434
Fort Worth, TX 76177
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Tyler Barnett

Scale: 1" = 150' August, 2025 SEI Job No. 25-028

Plotted by: bbarnes Plot Date: 1/29/2026 1:10 PM
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This concept plan is provided for preliminary planning purposes only and is not an official or submitted document. All aerial imagery and mapping are based on the best available information at the time of preparation. The plan is subject to revision.

EXHIBIT C: Concept Plan

HEATH TRACT

141.672 AC / 6,171,248 SF

PATRICK ROCK SURVEY ~ ABSTRACT NO. 1063

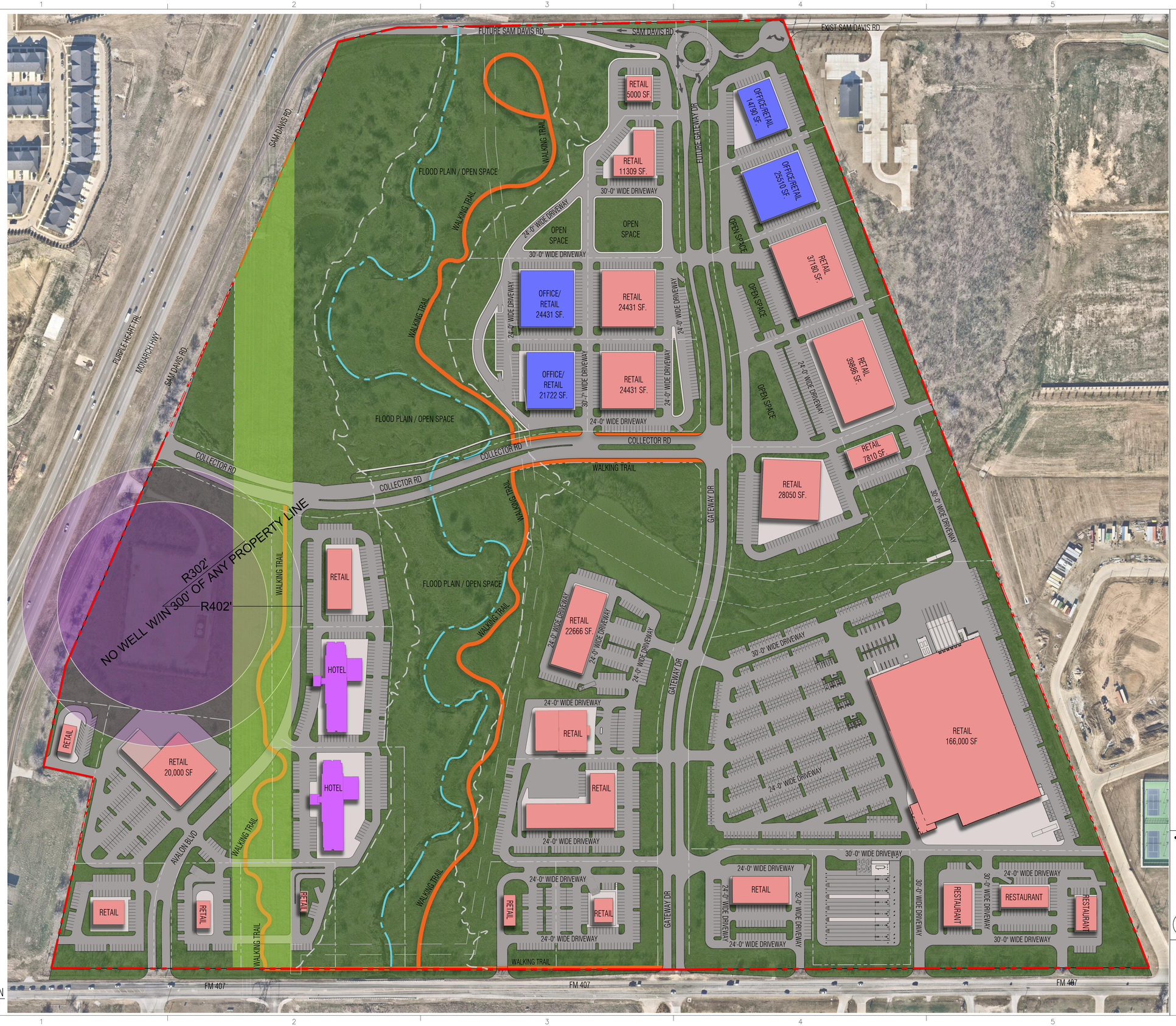
TOWN OF ARGYLE, DENTON COUNTY, TEXAS

OWNER / APPLICANT
Rise Commercial, LLC
8668 John Hickman Parkway
Frisco, TX 75034
Telephone (248) 345-3818
Contact: Shiva Kondru

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
3575 Lone Star Circle, Suite 434
Fort Worth, TX 76177
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Tyler Barnett

Scale: 1" = 150' February, 2026 SEI Job No. 25-028

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1A SITE PLAN
SCALE 1:1500

DESIGN GROUP LLC
2494 BUNNELS FORK ROAD
Frisco,TX 75036
Telephone: 901.603.8765
E-Mail: nkumar@designgroupmemphis.com

OWNER NAME AND ADDRESS

ARGYLE
COMMERCIAL 94LP

FM 407
ARGYLE, TEXAS

SEAL

CONSULTANTS NAME:

CONCEPTUAL DRAWINGS

NO.	DATE	ISSUE \ REVISION
1.	02/23/2026	CONCEPTUAL DRAWINGS

- THIS SITE PLAN IS PROVIDED FOR PRELIMINARY PLANNING PURPOSES ONLY AND IS NOT AN OFFICIAL OR SUBMITTED DOCUMENT. ALL AERIAL IMAGERY AND MAPPING ARE BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION. THE PLAN IS SUBJECT TO REVISION.

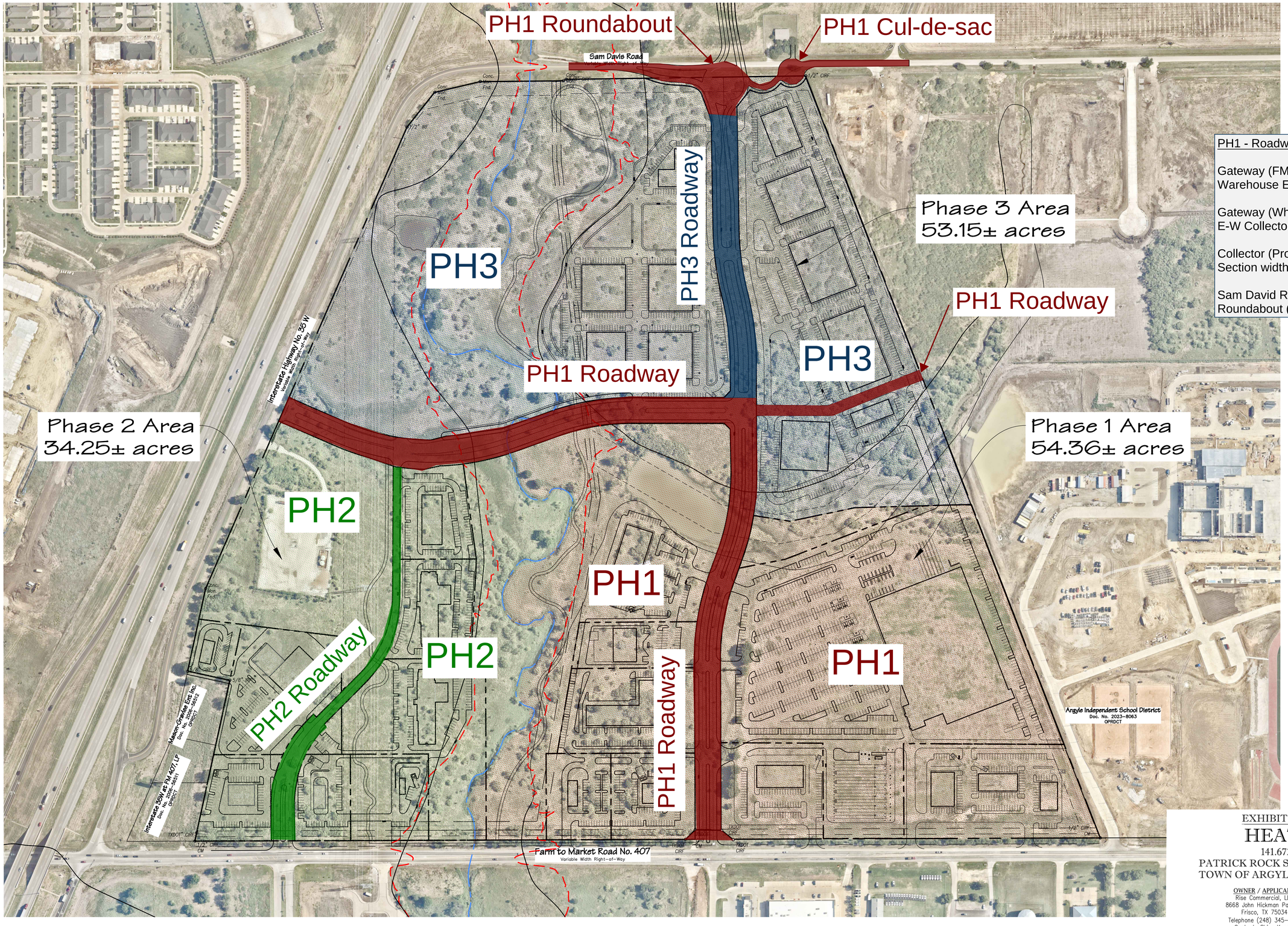
5A NOTES
SCALE: N.T.S.

NORTH

DRAWING NAME
SITE PLAN

DRAWN BY: KRINA
CHECKED BY:
APPROVED BY:
DRAWING NUMBER:

A100



N
W E
S

0 75 150 300

1 inch = 150 ft.

PH1 - Roadway Improvements

Gateway (FM407 to Wholesale Warehouse Entry: 4 lane divided roadway

Gateway (Wholesale Warehouse Entry to E-W Collector): 2-lane roadway

Collector (Property Line to Property Line): Section width to be determined by TIA

Sam David Road: Cul-de-sac and Roundabout (RAB)

EXHIBIT E: Phasing Plan Exhibit

HEATH TRACT

141.672 AC / 6,171,248 SF

PATRICK ROCK SURVEY ~ ABSTRACT NO. 1063

TOWN OF ARGYLE, DENTON COUNTY, TEXAS

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Frisco, TX 75034
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Contact: Shiva Kondru

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3575 Lone Star Circle, Suite 434
Fort Worth, TX 76177
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Tyler Barnett

Scale: 1" = 150' February, 2026 SEI Job No. 25-028

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EXHIBIT F: Open Space Exhibit

HEATH TRACT

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TOWN OF ARGYLE, DENTON COUNTY, TEXAS

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Contact: Tyler Barnett

Scale: 1" = 150' February, 2026 SEI Job No. 25-028

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W E
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0 75 150 300
1 inch = 150 ft.

Sam Davis Road
Variable Width Right-of-Way

Conc. Mon. Fnd.
Conc. Mon. Fnd.
Conc. Mon. Fnd.
1/2" IRF
1/2" CIRF

Gateway Drive
2 Lane
90' ROW Section

Collector Road
4 Lane
90' ROW Section

Interstate Highway No. 35 W
Variable Width Right-of-Way

AVALON BLVD 28' ROW
AVALON BLVD 50' ROW
AVALON BLVD 57' ROW
AVALON BLVD TRANSITION 80' ROW TO 90' ROW
AVALON BLVD 90' ROW

Gateway Drive
4 Lane
90' ROW Section

Conc. Mon. Fnd.
5/8" IRF
1/2" CIRF
Mason-Clarke Bldg Inc.
Doc. No. 2006-36912
OPRDCT
Interstate 35W at FM 407, LP
Doc. No. 2016-36911
OPRDCT
TXDOT" CIRF
1/2" CIRF
CM
TXDOT CIRF
2" IPF
CM
TXDOT CIRF
TXDOT CIRF
1/2" CIRF
CM

Argyle Independent School District
Doc. No. 2023-8063
OPRDCT

Farm to Market Road No. 407
Variable Width Right-of-Way

EXHIBIT G: Roadway Sections Key Map

HEATH TRACT

141.672 AC / 6,171,248 SF
PATRICK ROCK SURVEY ~ ABSTRACT NO. 1063
TOWN OF ARGYLE, DENTON COUNTY, TEXAS

OWNER / APPLICANT
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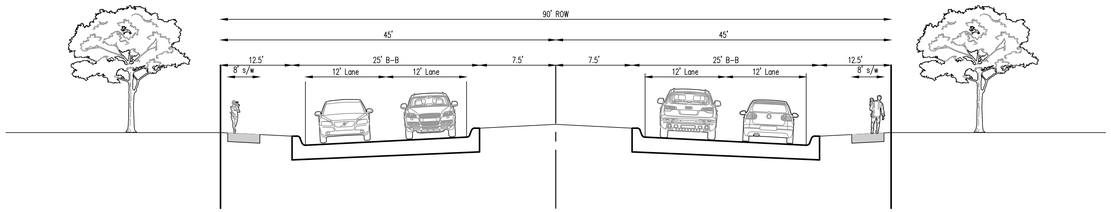
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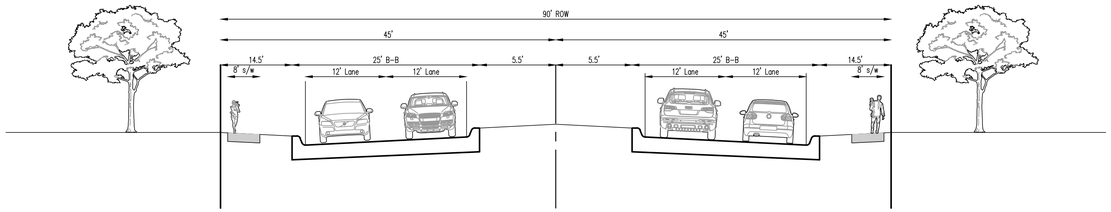
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TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

Plotted by: jhunsucker Plot Date: 2/20/2026 11:49 AM
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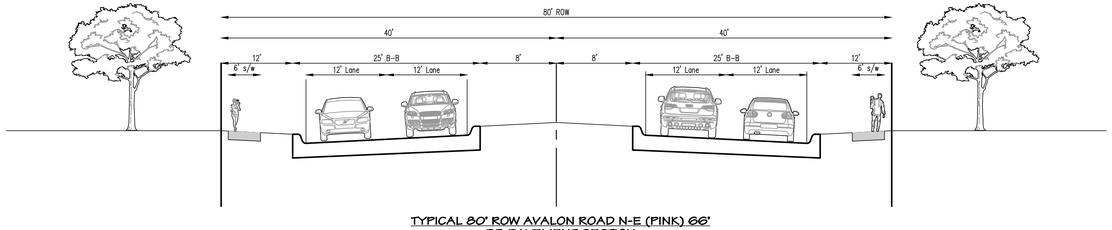


TYPICAL 90' ROW COLLECTOR ROAD E-W (GREEN)
61' BB PAVEMENT SECTION
NOT TO SCALE

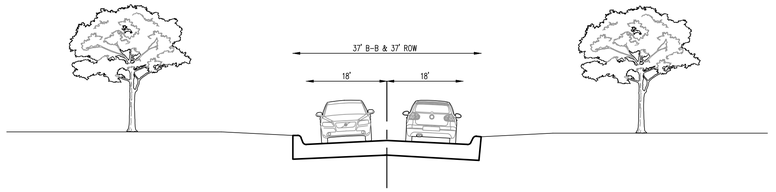


TYPICAL 90' ROW GATEWAY DRIVE N-S
(SOUTH OF COLLECTOR ROAD)
(BLUE)
61' BB PAVEMENT SECTION
NOT TO SCALE

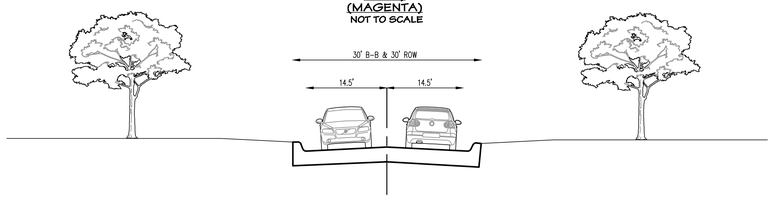
TYPICAL 90' ROW GATEWAY DRIVE N-S
(NORTH OF COLLECTOR ROAD)
(RED)
61' BB PAVEMENT SECTION
NOT TO SCALE



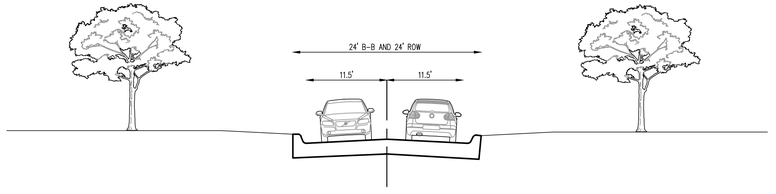
TYPICAL 80' ROW AVALON ROAD N-E (PINK) 66'
BB PAVEMENT SECTION
NOT TO SCALE



TYPICAL 37' ROW
(AVALON BLVD NORTH
OF MEDIAN TO EAST
LINE OF TRANSMISSION
ESMT)
(MAGENTA)
NOT TO SCALE



TYPICAL 30' ROW
(AVALON BLVD EAST
LINE OF TRANSMISSION
ESMT TO COLLECTOR
ROAD
(PURPLE)
NOT TO SCALE



TYPICAL 24' ROW
(AVALON BLVD EAST
LINE OF TRANSMISSION
ESMT TO COLLECTOR
ROAD
(YELLOW)
NOT TO SCALE

This Roadway Sections Exhibit plan is provided for preliminary planning purposes only and is not an official or submitted document. All aerial imagery and mapping are based on the best available information at the time of preparation. The plan is subject to revision.

EXHIBIT G: Roadway Sections

HEATH TRACT

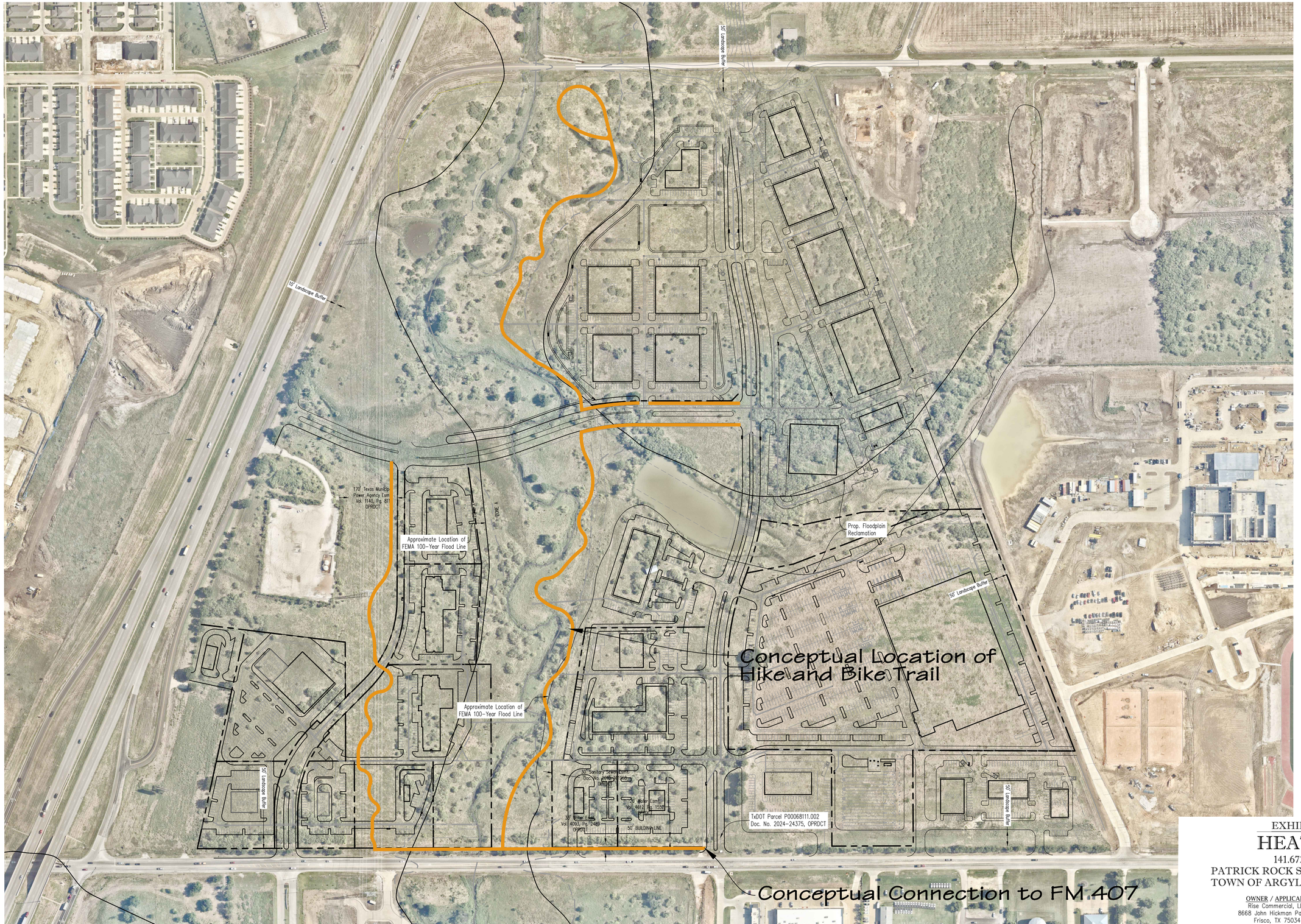
141.672 AC / 6,171,248 SF
PATRICK ROCK SURVEY ~ ABSTRACT NO. 1063
TOWN OF ARGYLE, DENTON COUNTY, TEXAS

OWNER / APPLICANT
Rise Commercial, LLC
8668 John Hickman Parkway
Frisco, TX 75034
Telephone: (248) 345-3818
Contact: Shiva Kondru

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
3575 Lone Star Circle, Suite 434
Fort Worth, TX 76177
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Tyler Barnett

Scale: NTS February, 2026 SEI Job No. 25-028

Drawing: Q:\2025_JOBS\25-028 NEC 35 & 407\CAD\Paving Sections - RD.dwg Saved By: Jtumycutt Save Time: 2/20/2026 11:26:16 AM
Plotted by: Jtumycutt Plot Date: 2/20/2026 11:49 AM



N
W E
S

0 75 150 300

1 inch = 150 ft.

EXHIBIT H: Trail Exhibit

HEATH TRACT

141.672 AC / 6,171,248 SF

PATRICK ROCK SURVEY ~ ABSTRACT NO. 1063

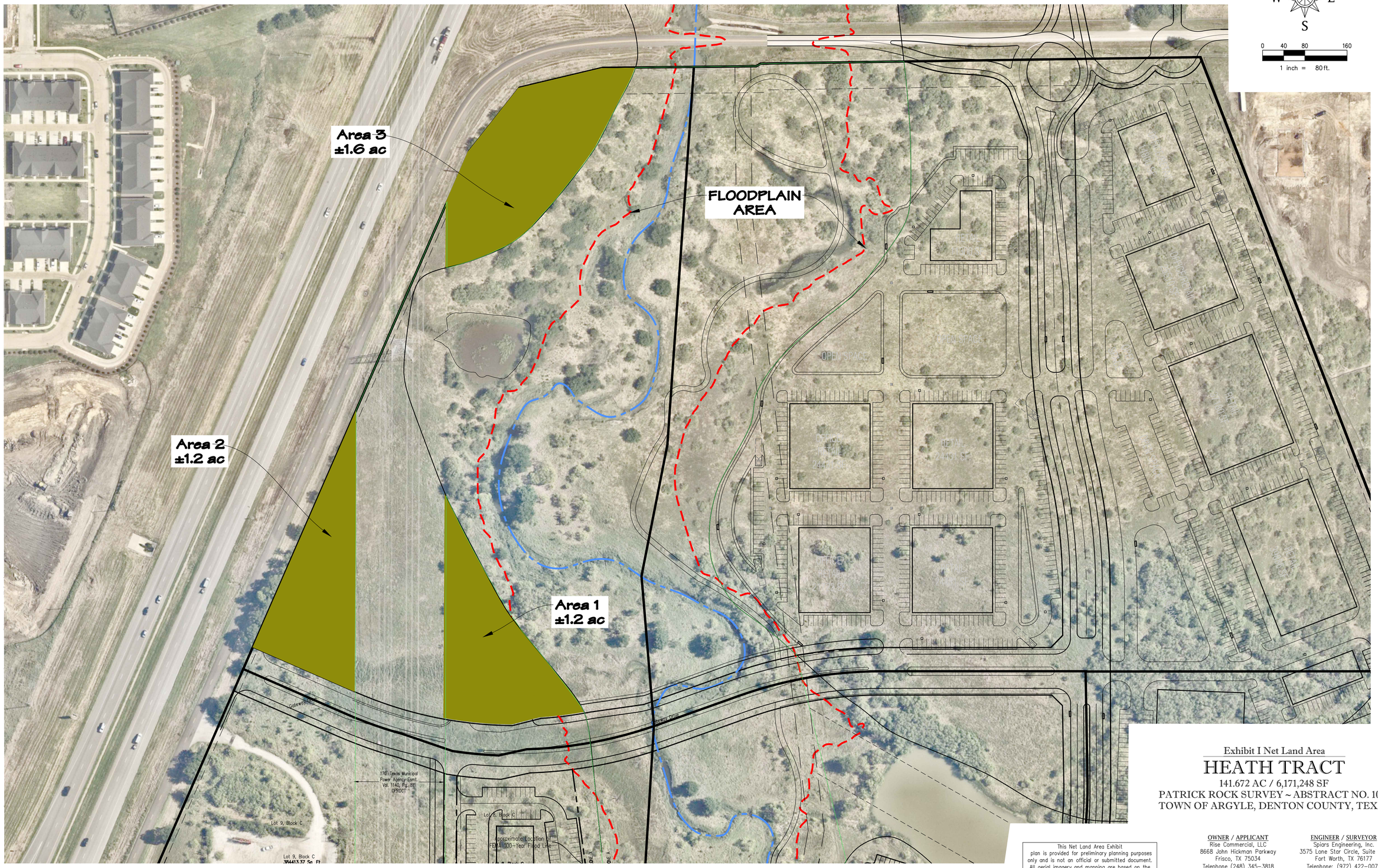
TOWN OF ARGYLE, DENTON COUNTY, TEXAS

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Fort Worth, TX 76177
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TBPELS No. F-2121 and No. F-10043100
Contact: Tyler Barnett

Scale: 1" = 150' February, 2026 SEI Job No. 25-028

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N
W E
S

0 40 80 160

1 inch = 80 ft.

Exhibit I Net Land Area

HEATH TRACT

141.672 AC / 6,171,248 SF

PATRICK ROCK SURVEY ~ ABSTRACT NO. 1063

TOWN OF ARGYLE, DENTON COUNTY, TEXAS

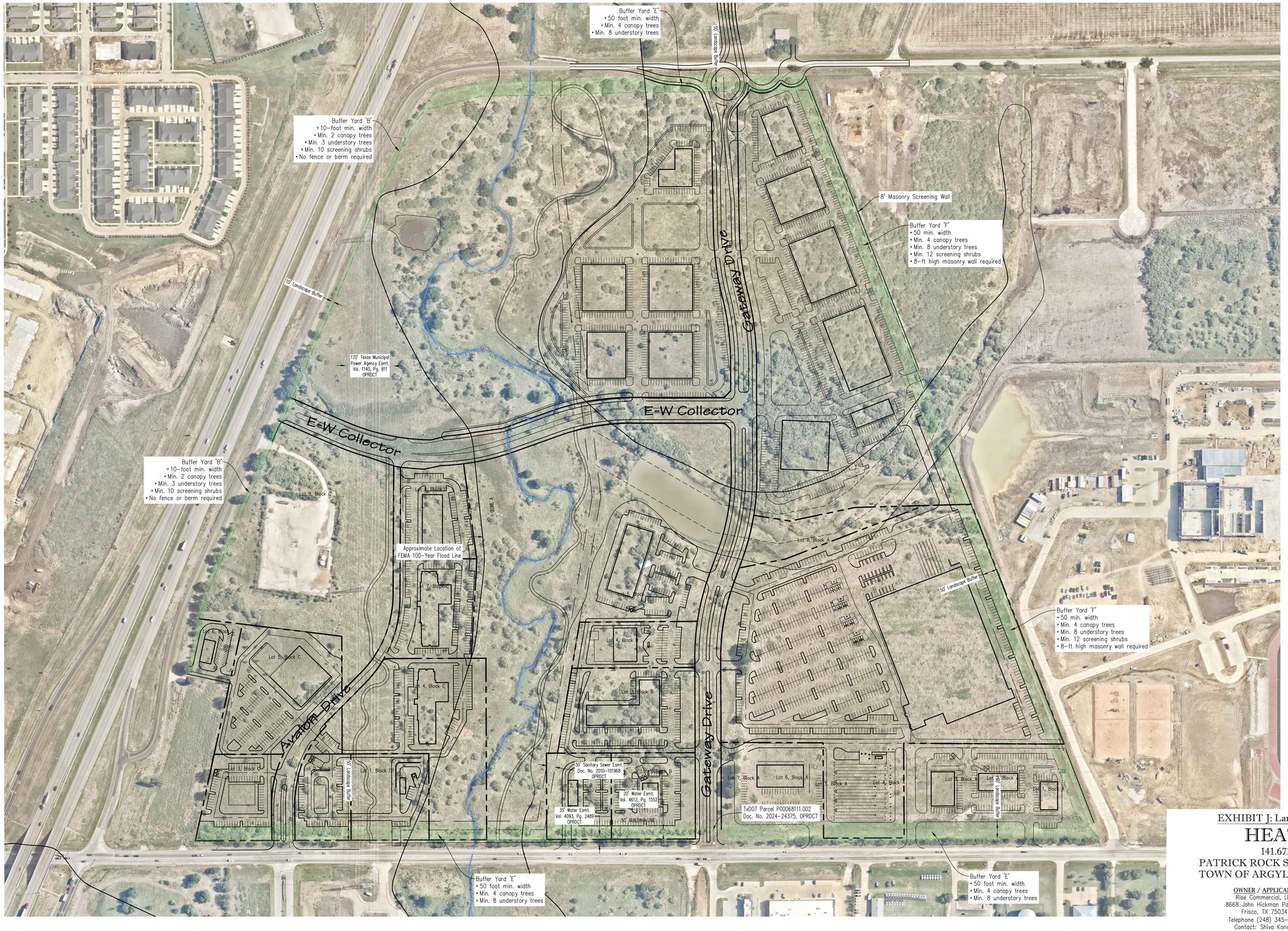
This Net Land Area Exhibit plan is provided for preliminary planning purposes only and is not an official or submitted document. All aerial imagery and mapping are based on the best available information at the time of preparation. The plan is subject to revision.

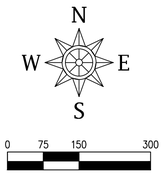
OWNER / APPLICANT
Rise Commercial, LLC
8668 John Hickman Parkway
Frisco, TX 75034
Telephone (248) 345-3818
Contact: Shiva Kondru

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
3575 Lone Star Circle, Suite 434
Fort Worth, TX 76177
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: Tyler Barnett

Sheet 1 of 1 Scale: 1"=80' Feb-26 SEI Job No. 25-028

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This Landscape and Screening Exhibit plan is provided for preliminary planning purposes only and is not an official or submitted document. All aerial imagery and mapping are based on the best available information at the time of preparation. The plan is subject to revision.

EXHIBIT J: Landscape and Screening Exhibit

HEATH TRACT

141.672 AC / 6,171,248 SF

PATRICK ROCK SURVEY ~ ABSTRACT NO. 1063

TOWN OF ARGYLE, DENTON COUNTY, TEXAS

OWNER / APPLICANT
Rise Commercial, LLC
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Frisco, TX 75034
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3575 Lone Star Circle, Suite 434
Fort Worth, TX 76177
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TBPELS No. F-2121 and No. F-10043100
Contact: Tyler Barnett

Scale: 1" = 150' February, 2026 SEI Job No. 25-028

Drawing: G:\2025\JOBS\25-028 NEC 35 & 407\CAD\Site Plan - PD - LS Screen.dwg Saved By: jhuneycutt Save Time: 2/20/2026 10:40:44 AM Plotted by: jhuneycutt Plot Date: 2/20/2026 11:47 AM

EXHIBIT K





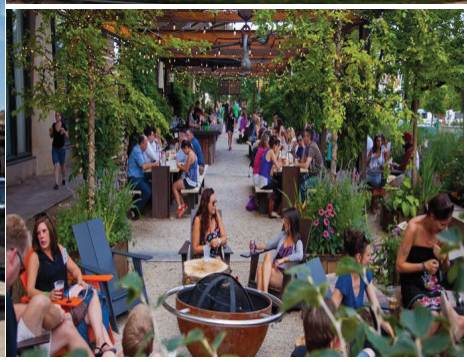







LOVEWORKSHERE


WHISKEY
SPIT-ROASTED CHICKEN
TO GO & PICK UP
ORDERS AVAILABLE




Jason's deli

DECEMBER 19, 2025

TRAFFIC IMPACT ANALYSIS

To provide Professional Traffic Engineering Services To:

Rise Commercial

FOR

Heath Tract Infrastructure in Argyle, Texas

For submittal to the Town of Argyle



Presented by:

SPIARS ENGINEERING & SURVEYING
a Christian-led & employee-owned company

765 Custer Road, Suite 100 | Plano, Texas 75075
Main 972.422.0077 | www.spiarseng.com
TBPE Reg. No. F-2121 | TBPLS Reg. No. F-10

EXECUTIVE SUMMARY

Spiars Engineering & Surveying was retained by Rise Commercial to provide a Traffic Impact Analysis (TIA) for the proposed Commercial development. The proposed development is to be located on the north side of the intersection of FM 407 and Gateway Drive in Argyle, Texas. For the purposes of this report, the Development is referred to herein as "Heath Tract Infrastructure". The Development is proposed to consist of restaurant, hotel, and other retail uses and is expected to be ready for occupancy by 2035. The development proposes to have access along the future I-35W Northbound Frontage Road, FM 407 and the future extension of Gateway Drive.

Based on the Town of Argyle's Development Standards Section 14.2.90.C.6 stating that the minimum acceptable congestion level of Level of Service (LOS) C, the following principal findings were found as part of Spiars' analyses of projected operational conditions at the "Build" condition.

Project Background Findings

- Roadway Improvements to I-35W and FM 407 within the project buildout were made known to Spiars at the onset of the traffic study. I-35W will be reconfigured from a 4-lane rural interstate to a six-lane urban freeway with an off-ramp connection to the northbound frontage road just north of FM 407. The interchange with FM 407 will also include a u-turn lane for the southbound frontage road in connection with the northbound frontage road. Additionally, FM 407 will be reconstructed from a 2-lane highway to a four-lane median-divided highway from I-35W to Gateway Drive. These assumptions have been applied to the analysis in the year 2030 and 2035 scenarios.

- In addition to the above improvements, the Town will install traffic signals at the intersections of FM 407 at Avalon Boulevard and FM 407 at Gateway Drive. For purposes of this study, traffic signals have been assumed at these intersections for the No-Build and Build Conditions.

Level of Service Findings

- All intersections and roadways (FM 407) within the study area operate at "acceptable" overall intersection Levels of Services during the Existing Conditions. With the addition of estimated background traffic growth and estimated site development traffic, the overall intersection Levels of Service are projected to continue to operate at "acceptable" Levels of Service with slight increases to the delays except for the following intersections.

- The intersection of I-35W and the Southbound Frontage Road operates at an "acceptable" over intersection Level of Service in the Build Peak Hour Conditions however it is recommended the Town and TxDOT evaluate the traffic signal timings for the intersection to optimize traffic operations. Mitigations for the degrading conditions are listed in the table below.

(Continued)…

- The intersection of I-35W and the Northbound Frontage Road operates at an "acceptable" over intersection Level of Service in the Build Peak Hour Conditions however it is recommended the Town and TxDOT evaluate the traffic signal timings for the intersection to optimize traffic operations. Mitigations for the degrading conditions are listed in the table below. Mitigations for the degrading conditions are listed in the table below.

- The exiting southbound maneuvers at Drive 2 along FM 407 are projected to operate at "unacceptable" Levels of Service in the project Build Conditions in both the AM and PM Peak Hours. These "unacceptable" conditions are typical of other similar unsignalized intersections and driveways along major high-volume roadways such as FM 407 and can only be mitigated with the installation of a traffic signal. However, with the anticipated low traffic volumes exiting the minor approach at the driveway from the development, the warrants for a traffic signal are estimated to not be met. Therefore, no mitigations for the "unacceptable" Levels of Service are recommended.

Site Access Findings

- According to the TxDOT guidelines for the installation of a left-turn deceleration lane, it is recommended that the development install eastbound left-turn deceleration lanes at all driveways with full left-turn access along FM 407. Driveways required to have the installation of a left-turn lane include Avalon Boulevard, Gateway Drive, and Drive 2.

- According to the TxDOT guidelines for the installation of a right-turn deceleration lane, it is recommended that the development install a westbound right-turn deceleration lane at Avalon Boulevard for traffic entering the development.

(Continued)…

Traffic Impact Analysis Mitigations Table

Scenario	Year	Intersection/Approach/Peak	Recommendation	Responsible Party	Pro-Rata
Build	2035	FM 407 and I-35W Southbound Frontage Road	Traffic Signal Timing Adjustments	City/TxDOT	100%
Build	2035	FM 407 and I-35W Northbound Frontage Road	Traffic Signal Timing Adjustments	City/TxDOT	100%
Build	2028	FM 407 and Avalon Boulevard	Installation of Eastbound Left-Turn Lane	Development	100%
Build	2028	FM 407 and Gateway Drive	Installation of Eastbound Left-Turn Lane	Development	100%
Build	2028	FM 407 and Drive 2	Installation of Eastbound Left-Turn Lane	Development	100%
Build	2028	FM 407 and Gateway Drive	Installation of Westbound Right-Turn Lane	Development	100%

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"No-Build" Traffic Volume Data and Analyses *3*

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"Build" Traffic Volume Data and Analyses *6*

Intersection Capacity Analysis *6*

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Table 2. Development Calculated Trip Generation Summary

Table 3. Intersection Peak Hour Operational Results

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Table 5. Driveway Spacing Analysis Summary

Table 6. Left-Turn Lane Analysis Summary

Table 7. Right-Turn Lane Analysis Summary

LIST OF EXHIBITS:

Exhibit 1. Site Location Map

Exhibit 2. Site Plan

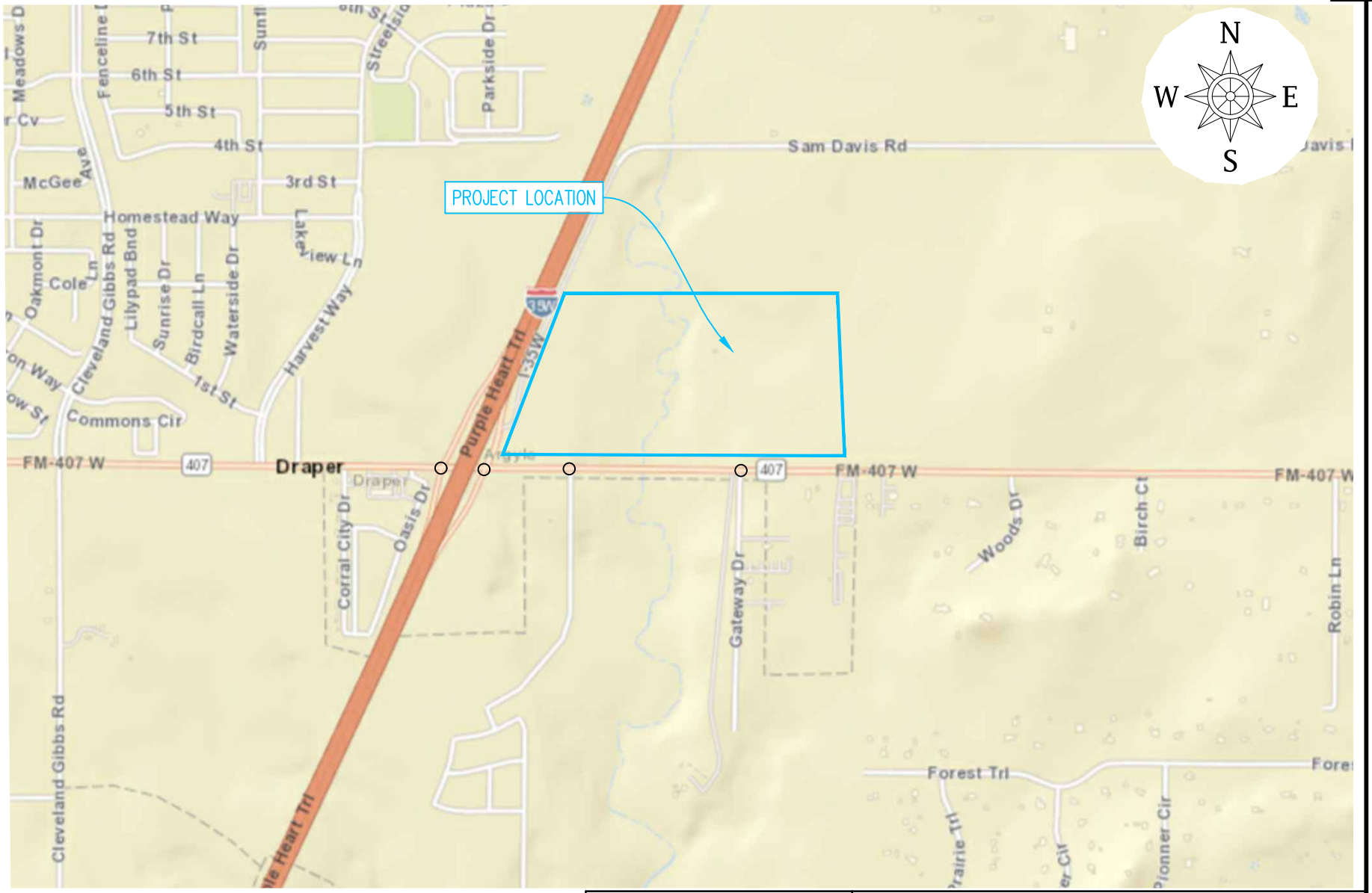
LIST OF APPENDICES:

Appendix A – Existing Data Collection and Information

Appendix B – Trip Generation and Traffic Assignment

Appendix C – Traffic Volume Exhibits

Appendix D – Synchro Analysis



LEGEND:

- PROJECT LOCATION
- STUDY INTERSECTION

SPIARS ENGINEERING & SURVEYING

Drawn:	Checked:	Date	Job No.
HWL	HWL	6/19/25	25-028

EXHIBIT 1 - VICINITY MAP

HEATH TRACT INFRASTRUCTURE

CITY OF ARGYLE

DENTON COUNTY, TEXAS

Drawing: G:\2025 JOBS\25-028 NEC 35 & 407\TRAFFIC\Production\DWG\Traffic Exhibits.dwg Saved By: Egingrey Save Time: 6/19/2025 8:41:24 AM

Plotted by: hemley Plot Date: 6/19/2025 9:44 AM

DESIGN GROUP LLC
2494 BUNNELS FORK ROAD
Frisco,TX 75036
Telephone: 901.603.8765
E-Mail: nkumar@designgroupmemphis.com

OWNER NAME AND ADDRESS

ARGYLE
COMMERCIAL 94LP

FM 407
ARGYLE, TEXAS

SEAL

CONSULTANTS NAME:

CONCEPTUAL DRAWINGS

NO.	DATE	ISSUE \ REVISION
1.	12/08/2025	CONCEPTUAL DRAWINGS

DRAWING NAME
SITE PLAN

DRAWN BY: MANJIRI
CHECKED BY:
APPROVED BY:
DRAWING NUMBER:
A100

1A SITE PLAN
SCALE: 1" = 500'

Left Turn Only
SAM DAVIS RD.
WALKING TRAIL
FLOOD PLAIN / OPEN SPACE
OFFICE/RETAIL 25510 SF.
RETAIL 18125 SF.
OPEN SPACE
OFFICE/ RETAIL 24431 SF.
RETAIL 24431 SF.
OFFICE/ RETAIL 21722 SF.
RETAIL 37780 SF.
RETAIL 43771 SF.
RETAIL 8800 SF.
RETAIL 29920 SF.
COLLECTOR Rd
GATEWAY DR
1,000 ft
915 ft
600 ft
10'-0" Texas Municipal Power Agency Esmt. Vol. 1140, Pg. 811 OPRDCT
DRIVE 4
DRIVE 3
AVALON BOULEVARD
DRIVE 1
GATEWAY DRIVE
DRIVE 2
R302'
R402'
300' OF ANY PROPERTY LINE
NO WELL W/IN
HOTEL
RETAIL 27,866 SF.
RETAIL
RESTAURANT
FM 407
590 ft
940 ft
440 ft
655 ft
600 ft

INTRODUCTION AND BACKGROUND

Purpose

Spiars Engineering & Surveying was retained by Rise Commercial to provide a Traffic Impact Analysis (TIA) for the proposed Commercial development. The proposed development is to be located on the north side of the intersection of FM 407 and Gateway Drive in Argyle, Texas. A vicinity map is provided in **Exhibit 1**.

The purpose of the study is to estimate the traffic impacts of the proposed development in reference to the current traffic conditions of the immediate surrounding vicinity of the property. These impacts are estimated by projecting the development trips arriving and departing the site and developing the traffic patterns to the immediate surrounding intersections to the property. Once the impacts are identified, the findings of the study are to determine the necessary mitigations, if any, needed to maintain acceptable traffic conditions based on SPIARS professional opinions and/or recommendations. Necessary mitigations may include, but are not limited to, safety, overall traffic operations, site access, circulation, etc. Execution and completion of the necessary mitigations are subject to approval of the agency that is responsible for the operation of the transportation facilities. NOTE: The mitigations presented in the analysis of this study should not be regarded as required and not intended to assign financial responsibility to any parties.

A TIA is required by the Town of Argyle as part of the Town's site plan permitting process outlined in the Town of Argyle Development Standards Section 14.2.90.C. This report was prepared by professional expertise in accordance with industry standards by SPIARS traffic engineers that follows the Town's applicable TIA Guidelines and guidance provided by the Town's staff. In cases where parameters were not discussed, SPIARS used professional judgement, as applicable, in order to finalize this report.

Project Description

The development proposes to consist of multiple retail uses throughout the site and is expected to be ready for occupancy by 2035. A site plan is provided in **Exhibit 2**.

Additionally, the development is proposing to construct three new driveways along FM 407 with access along the future extension of Gateway Drive, as well. For purposes of this study, FM 407 will be improved from the current two-lane cross-section to a four-lane, median divided roadway by the completion of the subject development. It is assumed that the improvements will end at Gateway Drive, and therefore, all access points east of Gateway Drive will have full right- and left-turn access. All information pertaining to existing conditions provided within this report is supported and validated by on-site observations conducted at the outset of the study.

Roadway Improvements to I-35W and FM 407 within the project buildout were made known to Spiars at the onset of the traffic study. I-35W will be reconfigured from a 4-lane rural interstate to a six-lane urban freeway with an off-ramp connection to the northbound frontage road just north of FM 407. The interchange with FM 407 will also include a u-turn lane for the southbound frontage road

in connection with the northbound frontage road. Additionally, FM 407 will be reconstructed from a 2-lane highway to a four-lane median-divided highway from I-35W to Gateway Drive. These assumptions have been applied to the analysis in the year 2030 and 2035 scenarios.

Study Parameters

In accordance with the Town's TIA guidelines and staff direction, this TIA includes analyses of traffic operations for the following scenarios listed below. All parameters mentioned in this study were reviewed and approved by the Approving Agency at the commencement of the TIA.

Scenario Parameters

- "Existing" Conditions (2025)
- 2030 "No-Build" Conditions
- 2030 "Build" Conditions
- 2035 "Build" Conditions

Analysis Area Parameters

Per Town direction, the specific analyses performed in this study include Intersection Capacity, including AM and PM peak hour Level of Service by movement, delay by movement, and queuing analysis with 95th percentile queue lengths by movement for the following study area intersections:

- Intersections
    - I-35W SBFR and FM 407
    - I-35W NBFR and FM 407
    - FM 407 and Avalon Boulevard
    - FM 407 and Gateway Drive
    - Site Driveways

And Roadway Link Analysis to determine the appropriate capacity for the type of roadway for the following roadway segments:

- Roadway Links
    - FM 407
        - Existing Cross-Section: Two-lane, undivided roadway
        - Town of Argyle Thoroughfare Plan Designation: Type A Major Arterial (6 lanes, median-divided, 120' R.O.W.)
        - Existing Daily Traffic Count: 14,259 (SPIARS - 2025)
        - Posted Speed Limit: 55 mph

- Gateway Drive
  - Existing Cross-Section: Six-lane, median-divided roadway
  - Town of Argyle Thoroughfare Plan Designation: Proposed Type B Minor Arterial (4 lanes, median-divided, 90' R.O.W.)
  - Existing Daily Traffic Count: Not Available
  - Posted Speed Limit: Not Available

TRAFFIC IMPACT ANALYSIS

Existing Traffic Data Collection and Analyses

Current traffic volumes commissioned by SPIARS were collected on Thursday, April 24, 2025, by a local traffic counting subcontractor, CJ Hensch & Associates. The peak hours that were selected for this study consist of each individual intersection peak hour, as a conservative approach. Raw detailed datasheets from CJ Hensch & Associates compiled into SPIARS formatting datasheets are provided in **Appendix A**.

NOTE: To ensure that automated traffic data captured demand, SPIARS researched multiple TxDOT historical hourly counts at multiple locations. In this research, SPIARS found the initial two-hour window for both AM and PM peak periods. From there, the data presented a peak hour window to be selected for the entire study area. Through observations from field and video, Spiars was able to validate the data to be accurate of current conditions. No short-term developments are proposed at this site other than the proposed development. Any developments to be completed by the subject development's buildout year are provided in the analysis as background traffic in the "No-Build" Conditions analyses.

"No-Build" Traffic Volume Data and Analyses

The "No-Build" scenario incorporates anticipated changes to the "Existing" conditions that are unrelated to and independent of the subject development but that are expected to be in place at the time of development's time of completion. Changes may include increases in traffic volumes, either through background growth or new developments in the area, and/or improvements to the existing roadway network. Those changes are presented below.

According to the Town's Throughfare Plan, the following transportation infrastructure improvements are planned and are anticipated to be in place by the time of the completion of the subject development. The Town's documentation provides a graphical depiction of the roadway network conditions anticipated to exist for this scenario. These improvements are included in the analyses at the "No-Build" Conditions analysis scenario.

- FM 407
  - Cross-Section: 6 lanes with median from I-35W to Gateway Drive

- Gateway Drive
    - Cross-Section: 4 lanes with median north of FM 407

In order to account for anticipated growth of background traffic within the study area, historical traffic volumes collected by the Texas Department of Transportation (TxDOT) were obtained from the TxDOT Traffic Count Database System (TCDS) and provided in a screenshot in **Appendix A**. The growth rate for the station presented below is calculated separately using the compound growth formula. The data used in the calculation in the table below was found at the nearest applicable location with, to the furthest extent possible, enough yearly data (3+ year separation where available) to calculate a projection. The data used in this analysis are summarized in **Table 1.**

Table 1. Annual Calculated Growth Rate Summary

LOCATION	VOLUME	PERCENTAGE
FM 407, west of FM 973	19,925 ('22)	2.33% ~ 2.50%
	16,868 ('18)	

From the calculations presented above, a growth percentage of 2.5% was used in this study. Study traffic volumes with the projected growth rate(s) applied are graphically summarized in **Appendix C**.

Development Related Traffic Volumes and Analyses

To determine the traffic volumes generated by the proposed development, SPIARS applied the standard process of estimating trip generation, mode split, trip distribution, and traffic assignment. Trip generation for the subject development within this study was calculated using the methodologies presented by the Institute of Transportation Engineers (ITE) *Trip Generation* handbook, 12th Edition. The projected daily and peak hour trip generation for the proposed development is summarized in **Table 2** (see also **Appendix B**).

Table 2. Development Calculated Trip Generation Summary

YEAR	AREA	ITE CODE #	LAND USE	UNITS	(WEEKDAY)	AM PEAK HOUR			PM PEAK HOUR		
						Total	In	Out	Total	In	Out
2030	A	310	Hotel	240 Rooms	1,402	82	42	40	113	58	55
		822	Strip Retail Plaza	39,000 SF	2,124	153	84	69	245	123	122
	D	820	Shopping Center	246,000 SF	8,952	216	134	82	802	393	409
2035	B	821	Shopping Plaza	113,000 SF	7,388	180	111	69	538	264	274
	C	820	Shopping Center	170,000 SF	6,186	150	93	57	554	272	282
Pass-By Trips[1]					*0*	*178*	*110*	*68*	*608*	*298*	*310*
	TOTAL:				26,052	603	354	249	1,644	812	832

[1]More information provided in Appendix B

The trip generation calculations provided by ITE typically are calculated by either a range of rates or by fitted curve equations. In this case, the average rates were chosen as worst case and are represented in a Land Use Detail spreadsheet provided in **Appendix B.**

At the discretion of the Engineer, adjustments to the standard trip generation may apply in order to account for development-specific factors. For this analysis, reductions to the calculated trip generation by assumptions made for Internal Trip Capture were not considered significant enough to be applied within the analysis as these metrics are already determined within the Land Use Code used for each portion of the development. However, reductions to the calculated trip generation by assumptions made for Pass-by Trips were considered significant enough to be applied within the analysis.

Pass-by Trips are an estimated determination of the amount of "background" traffic volumes whose vehicle travel path passes by the future proposed development. In this case, the estimation that is used for pass-by reduction refers to the percentage of the development's site-related traffic that is already accounted for within the existing traffic collection data. Furthermore, the existing traffic collection data assumed to access this site is projected to only alter the subject vehicles travel path simply only to access the site's driveway along a particular roadway.

Through the ITE Trip Generation Manuel, 11th Edition, Pass-by trip percentages for Land Use Code 820 are 29% in the PM Peak Hour and for Land Use Code 821 are 40% in the PM Peak Hour. Excerpts from ITE are provided in **Appendix B**.

Mode Split is an estimated determination of the site-related traffic that is projected to utilize other modes of transportation other than accessing the site as a vehicular trip. Modes of transportation that enter into this category are such as arriving and departing the subject site via walking, bus ridership, carpooling, passenger train, etc. For this analysis, reductions to the calculated trip

generation by assumptions made for Mode Split were not considered significant enough to be applied within the analysis as there are no significant transit routes nearby.

To estimate trip distribution, SPIARS first performed a "cordon line" analysis using existing peak hour volumes approaching the site during the peak hours to obtain the relative percentage of traffic on each corridor. Then, based on professional engineering judgement, resulting percentages were estimated through orientation of travel through general vehicular traffic patterns and characteristics by local roadway networks. These resulting percentages are summarized in Appendix B. Communications with the developer about anticipated traffic patterns were also in place for the finalization of the trip distribution.

Once the site-generated traffic was distributed to the major travel directions, the resulting traffic percentages were assigned to specific traffic routes and turning maneuvers through immediate surrounding intersections. These assignments were based upon the location of proposed site access and the assumed best and most-direct travel path to/from the nearest and most appropriate site driveway(s). A graphical summary of projected site-related traffic volumes is provided in **Appendix C.**

"Build" Traffic Volume Data and Analyses

Traffic volumes for the "Build" condition are a sum of the "No-Build" traffic volumes, plus the projected development-related traffic volumes. The resulting calculated "Build" traffic volumes are summarized in **Appendix C**.

When unacceptable conditions arise as presented in the analyses of this study, mitigations measures may be required by the Approving Agency to restore conditions back to acceptable conditions.

Intersection Capacity Analysis

As required by the Approving Agency, SPIARS conducted peak hour traffic intersection capacity analysis of the study area intersections and applicable development driveways for the "Existing", "No Build", and "Build" scenarios. For peak hour intersection operations, analyses were performed using the latest version of the *Synchro* analysis software to apply methodologies from the latest Highway Capacity Manual (HCM – 7th Edition).

The HCM considers the quantitative stratification of a performance measure(s) representing the quality of a transportation system is referred to as the Level of Service (LOS) of a particular facility. The LOS concept facilitates the presentation of results using a familiar A (best) to F (worst) letter grade scale. Control delay is the principal HCM service measure for evaluating LOS at signalized and unsignalized intersections. Control delay consists of vehicles slowing in advance of an intersection, time spent stopped on an intersection approach, time spent as vehicles move up in the queue, and time needed for vehicles to accelerate to their desired speed.

Generally, the HCM LOS can be described as progression is exceptionally favorable (LOS A), progression is highly favorable (LOS B), progression is favorable or moderate (LOS C), progression is ineffective (LOS D), progression is unfavorable (LOS E), and progression is very poor (LOS F). Traffic operational analysis is typically measured in one-hour periods during day-to-day peak conditions. On

high volume roadways and intersections, the peak Levels of Service that are unfavorable are not uncommon. Based on the Town of Argyle's Development Standards Section 14.2.90.C.6, the minimum acceptable congestion level is LOS C.

The following table summarizes the LOS criteria for signalized and unsignalized intersections as defined in the latest edition of the Highway Capacity Manual.

LOS	Signalized Intersection Control Delay (s/veh)	Unsignalized Intersection Control Delay (s/veh)
A	≤ 10	≤ 10
B	> 10 - ≤ 20	> 10 - ≤ 15
C	> 20 - ≤ 35	> 15 - ≤ 25
D	> 35 - ≤ 55	> 25 - ≤ 35
E	> 55 - ≤ 80	> 35 - ≤ 50
F	> 80	> 50

As observed from field and video observations of current conditions, operational results retrieved from software analyses are representative and validated to be accurate of what was observed in the field and video.

In order to illustrate conditions as realistic as possible, the following parameters were applied in the analyses:

- For all future traffic signals, traffic signal timing was inputted by professional traffic engineering judgement
- With the new construction of the intersection of FM 407 and Gateway Drive, a peak hour factor of 0.92 for all movements was used for all scenarios.

Results for the peak hour Level of Service, delay, and 95th percentile queue were summarized by movement and by overall intersection for each analysis scenario and are presented in **Table 3**.

Due to limitations of the HCM 7th Edition methodology results used in this analysis (HCM 7th Edition methodology does not produce Synchro Report results due to clustered intersections not being supported, the interchange of I-35W and FM 407 was required to use the Synchro generated methodology (i.e. the "Percentile Delay Method" -- Synchro defines the Percentile Delay Method as calculations that are interval based. "Vehicle arrivals from adjacent intersections are evaluated in intervals to determine the influence of coordination").

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Table 3. Intersection Peak Hour Operational Results

INTERSECTION	Approach	EXISTING CONDITIONS						2030 NO BUILD CONDITIONS						2030 BUILD CONDITIONS						2035 BUILD CONDITIONS					
		AM Peak Hour of Adj Street			PM Peak Hour of Adj Street			AM Peak Hour of Adj Street			PM Peak Hour of Adj Street			AM Peak Hour of Adj Street			PM Peak Hour of Adj Street			AM Peak Hour of Adj Street			PM Peak Hour of Adj Street		
		V/C Ratio	delay (s)	LOS	V/C Ratio	delay (s)	LOS	V/C Ratio	delay (s)	LOS	V/C Ratio	delay (s)	LOS	V/C Ratio	delay (s)	LOS	V/C Ratio	delay (s)	LOS	V/C Ratio	delay (s)	LOS	V/C Ratio	delay (s)	LOS
I-35W SBFR	**Overall**		***(18.2)***	**B**		***(19.3)***	**B**		***(18.2)***	**B**		***(18.8)***	**B**		***(19.3)***	**B**		***(19.9)***	**B**		***(22.2)***	**C**		***(27.6)***	**C**
@ FM 407	EBT	0.74	*(32.5)*	C	0.79	*(35.8)*	D	0.72	*(21.2)*	C	0.81	*(24.2)*	C	0.73	*(21.7)*	C	0.83	*(25.8)*	C	0.83	*(26.3)*	C	0.96	*(38.8)*	D
	EBR	0.45	*(4.4)*	A	0.52	*(4.7)*	A	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
	WBL	0.66	*(31.5)*	C	0.52	*(27.9)*	C	0.72	*(38.0)*	D	0.58	*(32.8)*	C	0.79	*(40.3)*	D	0.75	*(34.9)*	C	0.86	*(44.3)*	D	0.91	*(40.9)*	D
	WBT	0.44	*(12.4)*	B	0.65	*(20.6)*	C	0.24	*(7.1)*	A	0.37	*(10.8)*	B	0.24	*(5.9)*	A	0.34	*(6.8)*	A	0.26	*(5.7)*	A	0.37	*(6.1)*	A
	SBL	0.17	*(22.2)*	C	0.13	*(19.9)*	B	0.12	*(24.8)*	C	0.09	*(22.0)*	C	0.19	*(26.4)*	C	0.11	*(25.6)*	C	0.25	*(27.9)*	C	0.14	*(26.6)*	C
	SBT	0.39	*(5.5)*	A	0.40	*(5.0)*	A	0.07	*(23.7)*	C	0.06	*(21.2)*	C	0.11	*(24.7)*	C	0.08	*(24.7)*	C	0.14	*(25.7)*	C	0.09	*(25.5)*	C
	SBR	--	--	--	--	--	--	0.45	*(5.6)*	A	0.48	*(9.3)*	A	0.46	*(5.9)*	A	0.55	*(12.2)*	B	0.54	*(7.1)*	A	0.72	*(23.1)*	C
I-35W NBFR	**Overall**	--	***(16.1)***	**B**	--	***(19.5)***	**B**	--	***(15.4)***	**C**	--	***(16.4)***	**B**	--	***(17.0)***	**B**	--	***(21.0)***	**C**	--	***(20.2)***	**C**	--	***(34.6)***	**C**
@ FM 407	EBL	0.49	*(11.8)*	B	0.60	*(13.2)*	B	0.46	*(13.2)*	B	0.60	*(16.1)*	B	0.46	*(17.1)*	B	0.61	*(24.7)*	C	0.53	*(21.8)*	C	0.65	*(26.4)*	C
	EBT	0.38	*(6.0)*	A	0.35	*(4.7)*	A	0.21	*(5.6)*	A	0.20	*(5.4)*	A	0.23	*(6.6)*	A	0.24	*(4.7)*	A	0.26	*(6.7)*	A	0.28	*(4.7)*	A
	WBTR	0.59	*(27.6)*	C	0.60	*(39.7)*	D	0.43	*(21.3)*	C	0.46	*(21.3)*	C	0.50	*(22.3)*	C	0.72	*(25.8)*	C	0.60	*(24.1)*	C	0.94	*(43.3)*	D
	NBLTR	0.61	*(32.1)*	C	0.76	*(38.5)*	D	0.56	*(18.3)*	B	0.56	*(18.8)*	B	0.64	*(19.8)*	B	0.76	*(24.8)*	C	0.78	*(25.6)*	C	0.97	*(46.6)*	D
FM 407	**Overall**	--	*(2.0)*	A	--	*(1.3)*	A	--	***(13.1)***	**B**	--	***(13.1)***	**B**	--	***(12.3)***	**B**	--	***(13.4)***	**B**	--	***(12.7)***	**B**	--	***(14.4)***	**B**
@ Avalon Boulevard	EBL	--	--	--	--	--	--	--	--	--	--	--	--	0.21	*(11.8)*	B	0.39	*(16.4)*	B	0.23	*(12.0)*	B	0.50	*(22.8)*	C
	EBT	--	--	--	--	--	--	0.60	*(15.0)*	B	0.67	*(14.5)*	B	0.62	*(14.6)*	B	0.73	*(15.3)*	B	0.68	*(15.0)*	B	0.76	*(15.7)*	B
	WBL	0.025	*(8.8)*	A	0.044	*(9.6)*	A	0.15	*(11.9)*	B	0.24	*(13.6)*	B	0.16	*(11.8)*	B	0.27	*(14.4)*	B	0.19	*(12.2)*	B	0.37	*(19.0)*	B
	WBT	--	--	--	--	--	--	0.41	*(12.8)*	B	0.43	*(11.9)*	B	0.45	*(12.2)*	B	0.57	*(12.6)*	B	0.50	*(12.2)*	B	0.64	*(13.2)*	B
	NBL	0.236	*(24.7)*	C	0.179	*(32.8)*	D	0.09	*(8.0)*	A	0.05	*(8.5)*	A	0.10	*(8.5)*	A	0.06	*(10.5)*	B	0.12	*(9.1)*	A	0.08	*(14.4)*	B
	NBTR	0.097	*(12.0)*	B	0.060	*(13.2)*	B	0.04	*(0.6)*	A	0.02	*(0.3)*	A	0.04	*(1.2)*	A	0.03	*(1.7)*	A	0.05	*(3.3)*	A	0.03	*(3.3)*	A
	SBL	--	--	--	--	--	--	--	--	--	--	--	--	0.05	*(8.2)*	A	0.08	*(10.7)*	B	0.05	*(8.6)*	A	0.09	*(14.5)*	B
	SBTR	--	--	--	--	--	--	--	--	--	--	--	--	0.03	*(0.0)*	A	0.06	*(1.5)*	A	0.03	*(0.0)*	A	0.07	*(4.2)*	A
FM 407	**Overall**	--	*(0.8)*	A	--	*(3.2)*	A	--	***(7.6)***	**A**	--	***(8.3)***	**A**	--	***(7.6)***	**A**	--	***(8.4)***	**A**	--	***(7.9)***	**A**	--	***(10.5)***	**B**
@ Gateway Drive	EBL	--	--	--	--	--	--	--	--	--	--	--	--	0.07	*(6.5)*	A	0.25	*(8.8)*	A	0.17	*(7.7)*	A	0.62	*(19.4)*	B
	EBTR	--	--	--	--	--	--	0.35	*(7.6)*	A	0.37	*(8.1)*	A	0.38	*(7.9)*	A	0.44	*(8.8)*	A	0.42	*(8.3)*	A	0.49	*(9.3)*	A
	WBL	0.032	*(9.3)*	A	0.030	*(9.6)*	A	0.08	*(6.9)*	A	0.08	*(6.8)*	A	0.09	*(7.0)*	A	0.09	*(7.2)*	A	0.12	*(7.4)*	A	0.13	*(7.9)*	A
	WBTR	--	--	--	--	--	--	0.20	*(6.9)*	A	0.23	*(7.1)*	A	0.23	*(7.1)*	A	0.31	*(7.6)*	A	0.27	*(7.2)*	A	0.38	*(7.9)*	A
	NBL	--	--	--	--	--	--	0.06	*(24.1)*	C	0.19	*(26.0)*	C	0.06	*(24.1)*	C	0.21	*(26.5)*	C	0.07	*(24.3)*	C	0.30	*(28.8)*	C
	NBTR	0.107	*(18.5)*	C	0.493	*(33.4)*	D	0.01	*(0.0)*	A	0.07	*(0.1)*	A	0.01	*(0.0)*	A	0.07	*(0.1)*	A	0.02	*(0.0)*	A	0.08	*(1.4)*	A
	SBL	--	--	--	--	--	--	--	--	--	--	--	--	0.01	*(23.3)*	C	0.05	*(23.9)*	C	0.07	*(24.2)*	C	0.30	*(27.9)*	C
	SBTR	--	--	--	--	--	--	--	--	--	--	--	--	0.02	*(0.1)*	A	0.11	*(0.2)*	A	0.06	*(0.1)*	A	0.30	*(6.9)*	A
FM 407	Overall	--	--	--	--	--	--	--	--	--	--	--	--	--	*(0.0)*	A	--	*(0.1)*	A	--	*(0.0)*	A	--	*(0.1)*	A
@ Drive 1	SBR	--	--	--	--	--	--	--	--	--	--	--	--	0.004	*(9.0)*	A	0.019	*(9.3)*	A	0.004	*(9.1)*	A	0.020	*(9.5)*	A
FM 407	Overall	--	--	--	--	--	--	--	--	--	--	--	--	--	*(0.6)*	A	--	*(5.9)*	A	--	*(0.7)*	A	--	*(24.5)*	C
@ Drive 2	EBL	--	--	--	--	--	--	--	--	--	--	--	--	0.031	*(8.6)*	A	0.096	*(9.2)*	A	0.033	*(8.9)*	A	0.11	*(9.9)*	A
	SBL	--	--	--	--	--	--	--	--	--	--	--	--	0.071	*(33.0)*	D	0.77	*(162.1)*	F	0.119	*(54.6)*	F	2.285	*(976.4)*	F
	SBR	--	--	--	--	--	--	--	--	--	--	--	--	0.034	*(11.8)*	B	0.191	*(14.0)*	B	0.038	*(12.7)*	B	0.234	*(16.6)*	C
I-35W NBFR	Overall	--	--	--	--	--	--	--	--	--	--	--	--	--	*(0.5)*	A	--	*(0.7)*	A	--	*(0.5)*	A	--	*(0.6)*	A
@ Drive 3	WBR	--	--	--	--	--	--	--	--	--	--	--	--	0.030	*(9.6)*	A	0.052	*(10.2)*	B	0.032	*(9.9)*	A	0.06	*(10.9)*	B
I-35W NBFR	Overall	--	--	--	--	--	--	--	--	--	--	--	--	--	*(0.0)*	A	--	*(0.2)*	A	--	*(0.4)*	A	--	*(0.9)*	A
@ Drive 4	WBR	--	--	--	--	--	--	--	--	--	--	--	--	0.007	*(9.5)*	A	0.013	*(10.0)*	A	0.026	*(10.0)*	A	0.101	*(11.4)*	B

NOTE: Traffic signal operational parameters used in this analysis were based upon actual, field conditions. LOS = Level of Service

Roadway Link Capacity Analysis

As required in the approved the Approving Agency TIA Scope, a roadway link capacity analysis was performed for each roadway within the scope. A segment of roadway between intersections is considered to be a roadway link. The general roadway link analysis methodology includes comparing the projected daily traffic volume with the theoretical maximum capacity. The theoretical maximum capacity for roadway links for this study utilizes The North Central Texas Council of Governments (NCTCOG) methodology which outlines the hourly service volume capacities as shown in the table below.

NCTCOG Roadway Link Hourly Service Volumes By Function

Area Type	Principal Arterial		Minor Arterial & Frontage Road		Collector & Local Street	
	Median Divided or One-Way	Undivided, Two-Way	Median Divided or One-Way	Undivided, Two-Way	Median Divided or One-Way	Undivided, Two-Way
CBD	725	650	725	650	475	425
Urban/Commercial	850	775	825	750	525	475
Suburban Residential	925	875	900	825	575	525
Rural	1,025	925	975	875	600	550

Level of Service (LOS) for each roadway link is determined by evaluating the volume:capacity (V/C) ratio and comparing to each Level of Service letter grade as shown in the table below. The V/C for a roadway segment is determined by using the calculated traffic volumes for each analysis scenario and dividing by the theoretical capacity, as shown above. Typically, when LOS exceeds "LOS D" (or 80%), the Approving Agency will require that the roadway be recommended for upgrade.

Level of Service (LOS)	V/C Ratio
LOS A / LOS B	$\leq$ 45 %
LOS C	> 45% - $\leq$ 65%
LOS D	> 65% - $\leq$ 80%
LOS E	> 80% - $\leq$ 100%
LOS F	> 100%

By adding the same projected background growth, applicable estimated adjustment factors, and site-generated traffic to the existing daily volumes, the "Existing", "No Build", and "Build" volumes were determined for each study area roadway segment. The roadway segment capacity was also determined for each analysis scenario based upon the existing roadway cross-section, plus any assumed improvements, if applicable. The results of the Roadway Link Analysis are summarized in **Table 4**.

Table 4. Roadway Link Operational Results

ROADWAY/ SCENARIO	CALCULATED PEAK VOLUME (PM)			FUNCTIONAL CLASS
FM 407	EXIST	NO BUILD	BUILD	
Existing Cross-Section	1,014	1,147	2,089	None
Proposed Cross-Section (Capacity)	1,850	3,700	3,700	Type A
V:C RATIO	0.55	0.31	0.56	--
LOS	C	B	C	--

SUPPLEMENTAL ANALYSIS

Driveway Spacing

As required by the Town, Driveway Spacing for the subject development was analyzed for all new site access driveways that are proposed along State roadways. This study evaluates the requirements for driveway spacing by Table 2-1 and Table 2-2 of the TxDOT Access Management Manual (AMM) as shown in the table below. TxDOT measures driveway spacing along the edge of traveled way from the closest edge of pavement of the first access connection to the closest edge of pavement of the second access connection.

Posted Speed Limit	One-Way Frontage Roads	Two-Way Frontage Roads	Other State Highways
≤ 30 MPH	200'	200'	200'
35 MPH	250'	300'	250'
40 MPH	305'	360'	305'
45 MPH	360'	435'	360'
≥ 50 MPH	425'	510'	425'

Table 5 summarizes driveway spacing for each access point according to TxDOT's requirements. Also, driveway spacing results are graphically shown in **Exhibit 2**.

Table 5. Driveway Spacing Analysis Summary

PROPOSED DRIVEWAY	SCENARIO	SPACING PROVIDED	SPACING REQUIRED
Avalon Boulevard along FM 407	To the west	590'	425'
	To the east	940'	425'
Drive 1 along FM 407	To the west	940'	425'
	To the east	440'	425'
Gateway Drive along FM 407	To the west	440'	425'
	To the east	655'	425'
Drive 2 along FM 407	To the west	655'	425'
	To the east	600'	425'
Drive 3 along I-35W NBFR	To the south	600'	425'
	To the north	915'	425'
Drive 4 along I-35W NBFR	To the south	915'	425'
	To the north	+1,000'	425'

Turn Lane Analysis

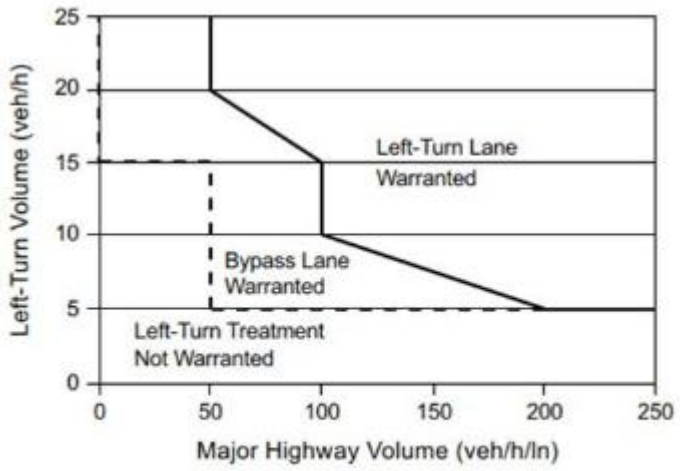
This study evaluates the need for left-turn auxiliary lanes at the study area driveway(s) in accordance with the TxDOT Roadway Design Manual (RDM) Table 3-10, as shown in the table below.

LEFT-TURN LANE PEAK-HOUR VOLUME (VEH./HOUR)	THREE-LEG INTERSECTION MAJOR-ROAD PEAK-HOUR VOLUME (VEH/HR/LN) FOR A LEFT-TURN LANE
5	200
10	100
15	100
20	50
25	50

In order to analyze the requirements for a deceleration lane, calculating the projected peak hour driveway volumes is required. Traffic generated by the proposed development was calculated using the standard approach mentioned above. Supporting data developed for these calculations are provided in **Appendix B**. A summary of the left-turn lane analysis for each of the proposed site access points is presented in **Table 6** and the figure below from the TxDOT RDM Figure 3-8.

Table 6. Left-Turn Lane Analysis Summary

PROPOSED DRIVEWAY		PROJECTED HOURLY VOLUME		THRESHOLD	LANE REQUIRED?
		INBOUND SITE VOLUME (VEH/HR)	THREE-LEG INTERSECTION MAJOR-ROAD PEAK-HOUR VOLUME (VEH/HR/LN) FOR A LEFT-TURN LANE	THREE-LEG INTERSECTION MAJOR-ROAD PEAK-HOUR VOLUME (VEH/HR/LN) FOR A LEFT-TURN LANE	
FM 407, Avalon Boulevard	AM	50	366	50	Yes
	PM	72	529	50	Yes
FM 407, Gateway Drive	AM	77	370	50	Yes
	PM	201	464	50	Yes
FM 407, Drive 2	AM	29	339	50	Yes
	PM	84	429	50	Yes



(a) Three-Leg Intersections

Also, the TxDOT criteria for providing right-turn deceleration lanes are outlined in Table 2-3 of the Access Management Manual. The threshold for roadways with a posted speed limit greater than 45 MPH is 50 vehicles per hour (or, 60 vehicles per hour if the posted speed limit is 45 MPH or less).

In order to analyze the requirements for a right-turn auxiliary lane, calculating the projected peak hour driveway volumes is required. Traffic generated by the proposed development was calculated using the standard approach mentioned above. Supporting data developed for these calculations are provided in **Appendix B.** A summary of the right-turn lane analysis for each of the proposed site access points is presented in **Table 7**.

Table 7. Right-Turn Lane Analysis Summary

PROPOSED DRIVEWAY		INBOUND SITE VOLUME (VEH/HR)		LANE REQUIRED?
		PROJECTED	THRESHOLD	
FM 407, Avalon Boulevard	AM	32	50	No
	PM	45	50	No
FM 407, Drive 1	AM	5	50	No
	PM	14	50	No
FM 407, Gateway Drive	AM	38	50	No
	PM	93	50	Yes
FM 407, Drive 2	AM	14	50	No
	PM	42	50	No

CONCLUSIONS AND MITIGATIONS

Based upon the analyses presented herein, the resulting findings that follow the Traffic Impact Analysis Guidelines are documented below for all study area intersections along with the development's driveways. Also, detailed information documenting the findings of the analyses is presented in the **Appendix**.

Project Background Findings

- Roadway Improvements to I-35W and FM 407 within the project buildout were made known to Spiars at the onset of the traffic study. I-35W will be reconfigured from a 4-lane rural interstate to a six-lane urban freeway with an off-ramp connection to the northbound frontage road just north of FM 407. The interchange with FM 407 will also include a u-turn lane for the southbound frontage road in connection with the northbound frontage road. Additionally, FM 407 will be reconstructed from a 2-lane highway to a four-lane median-divided highway from I-35W to Gateway Drive. These assumptions have been applied to the analysis in the year 2030 and 2035 scenarios.

- In addition to the above improvements, the Town will install traffic signals at the intersections of FM 407 at Avalon Boulevard and FM 407 at Gateway Drive. For purposes of this study, traffic signals have been assumed at these intersections for the No-Build and Build Conditions.

Level of Service Findings

- All intersections and roadways (FM 407) within the study area operate at "acceptable" overall intersection Levels of Services during the Existing Conditions. With the addition of estimated background traffic growth and estimated site development traffic, the overall intersection Levels of Service are projected to continue to operate at "acceptable" Levels of Service with slight increases to the delays except for the following intersections.

- The intersection of I-35W and the Southbound Frontage Road operates at an "acceptable" over intersection Level of Service in the Build Peak Hour Conditions however it is recommended the Town and TxDOT evaluate the traffic signal timings for the intersection to optimize traffic operations. Mitigations for the degrading conditions are listed in the table below.

- The intersection of I-35W and the Northbound Frontage Road operates at an "acceptable" over intersection Level of Service in the Build Peak Hour Conditions however it is recommended the Town and TxDOT evaluate the traffic signal timings for the intersection to optimize traffic operations. Mitigations for the degrading conditions are listed in the table below. Mitigations for the degrading conditions are listed in the table below.

(Continued)…

- The exiting southbound maneuvers at Drive 2 along FM 407 are projected to operate at "unacceptable" Levels of Service in the project Build Conditions in both the AM and PM Peak Hours. These "unacceptable" conditions are typical of other similar unsignalized intersections and driveways along major high-volume roadways such as FM 407 and can only be mitigated with the installation of a traffic signal. However, with the anticipated low traffic volumes exiting the minor approach at the driveway from the development, the warrants for a traffic signal are estimated to not be met. Therefore, no mitigations for the "unacceptable" Levels of Service are recommended.

Site Access Findings

- According to the TxDOT guidelines for the installation of a left-turn deceleration lane, it is recommended that the development install eastbound left-turn deceleration lanes at all driveways with full left-turn access along FM 407. Driveways required to have the installation of a left-turn lane include Avalon Boulevard, Gateway Drive, and Drive 2.

- According to the TxDOT guidelines for the installation of a right-turn deceleration lane, it is recommended that the development install a westbound right-turn deceleration lane at Avalon Boulevard for traffic entering the development.

Traffic Impact Analysis Mitigations Table

Scenario	Year	Intersection/Approach/Peak	Recommendation	Responsible Party	Pro-Rata
Build	2035	FM 407 and I-35W Southbound Frontage Road	Traffic Signal Timing Adjustments	City/TxDOT	100%
Build	2035	FM 407 and I-35W Northbound Frontage Road	Traffic Signal Timing Adjustments	City/TxDOT	100%
Build	2028	FM 407 and Avalon Boulevard	Installation of Eastbound Left-Turn Lane	Development	100%
Build	2028	FM 407 and Gateway Drive	Installation of Eastbound Left-Turn Lane	Development	100%
Build	2028	FM 407 and Drive 2	Installation of Eastbound Left-Turn Lane	Development	100%
Build	2028	FM 407 and Gateway Drive	Installation of Westbound Right-Turn Lane	Development	100%

Appendix A – Existing Data Collection and Information

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Public Hearing Item	March 23, 2026

PRESENTER:

Harrison Wicks, Director of Community Development

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Hold a public hearing and consider approval of Ordinance 2026-13 authorizing a Future Land Use Plan amendment (FLUP-26-001) from Estate Residential 1-acre to Mixed Use on a 10.00-acre tract of land out of the S.A. Chambers Survey, Abstract No. 308, being the northern portion of the E. W. Yeck Addition, Lot 1R-1, Town of Argyle, Denton County, Texas.

BACKGROUND INFORMATION:

Existing Condition of Property:
The property is currently undeveloped with miscellaneous agricultural structures, including accessory structures for livestock shelter or storage. The property is open pasture with several stock ponds and clusters of trees scattered throughout the site. The property is located on the south side of East FM 407 and east of the Waterbrook neighborhood.

Adjacent Existing Land Uses and FLUP Categories:
North: Residential and Agriculture; FLUP Mixed-Use
South: Residential lots; FLUP Estate Residential (Minimum 1-acre)
East: Residential lots; FLUP Ranch Residential (Minimum 2.5-acre)
West: Residential and Commercial; FLUP Mixed-Use, and Low to Medium Density Residential

Development Review Analysis:
The Town is requesting to amend the Future Land Use Plan a 10-acre tract on East FM 407 W from Estate Residential 1-acre to Mixed-Use. This is for a proposed Small Area Plan for the Town of Argyle designed to accommodate characteristics valued by the Argyle Community, such as public open space, pedestrian use, controlled growth, and natural buffers for surrounding residential neighborhoods.

Mixed-Use is characterized by its flexibility to mix two or more land uses where appropriate. It does not necessarily equate to increased density or residential land uses. Land use is limited to small-scale, pedestrian-oriented commercial, office, and retail uses.

Proximity to current Mixed Use on the north and west side of the property will provide congruent and cohesive future land use and compliment the Residential land use on its lower west and south side.

Property Owner Notifications:
Letters were sent out to surrounding property owners within 200' of the subject property pursuant to the Texas Local Government Code, Subsection 211.006(d). Courtesy letters were also sent out to property owners within 1,000' of the subject property pursuant to the Town of Argyle Zoning Ordinance and a public hearing sign was posted on the subject property. Staff will provide updates regarding the responses received during the Town Council meeting.

P&Z Recommendation:
During their meeting on March 4, 2026, the commission recommended denial of the Future Land Use Plan amendment (FLUP-26-001) from Estate Residential 1-acre to Mixed Use on a 10.00-acre tract of land, as presented.

FISCAL IMPACT:

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

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

Draft Ordinance 2026-13

RECOMMENDED MOTION AND/OR ACTION:

Move to table Future Land Use Plan amendment (FLUP-26-001) to the next Town Council meeting on April 20, 2026.

TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2026-13

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF ARGYLE, TEXAS, TO CHANGE THE LAND USE DISTRICT ON THE FUTURE LAND USE PLAN MAP FROM ESTATE RESIDENTIAL 1-ACRE TO MIXED USE ON A 10.00-ACRE TRACT OF LAND OUT OF THE S.A. CHAMBERS SURVEY, ABSTRACT NO. 308, BEING THE NORTHERN PORTION OF THE E. W. YECK ADDITION, LOT 1R-1, TOWN OF ARGYLE, DENTON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; AMENDING THE FUTURE LAND USE PLAN MAP; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Argyle, Texas (the "Town Council"), is authorized and empowered by law, in accordance with Chapter 213 of the Texas Local Government Code, to adopt a comprehensive plan for the long-range development of the Town; and

WHEREAS, the Town Council adopted the Comprehensive Plan for the Town of Argyle, Texas, which includes the Future Land Use Plan Map, on June 17, 2024 (the "Comprehensive Plan"); and

WHEREAS, the Town of Argyle initiated a comprehensive plan amendment to amend the Comprehensive Plan to change the Land Use District on the Future Land Use Plan Map from Estate Residential 1-acre to Mixed Use on a 10.00-acre tract of land out of the S.A. Chambers Survey, Abstract No. 308, being the northern portion of the E. W. Yeck Addition, Lot 1R-1, Town of Argyle, Denton County, Texas and more specifically described in **Exhibit A,** attached hereto and incorporated herein, (the "Property"); and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on the 4th day of March 2026 where interested parties were given the opportunity to provide comment and testimony, studied and reviewed the in conjunction with this request, reviewed and considered the compatibility of the requested change with the existing uses and designated uses as set forth in the Comprehensive Plan for the Property, surrounding areas, and for the entire Town; and

WHEREAS, after all persons were given an opportunity to present testimony, and the Commission completed its review, the Commission determined the requested change to be inconsistent with the goals of the Comprehensive Plan for orderly development of property within the Town and voted to recommend denial of the request to amend the Land Use District of the Property from Estate Residential 1-acre to Mixed Use in the Comprehensive Plan; and

WHEREAS, the Town Council held a public hearing on the 23rd day of March 2026, where interested parties were given the opportunity to provide comment and testimony, the Town Council considered the recommendation of the Planning and Zoning Commission, and did study and review the request; and

WHEREAS, the Town Council, after determining that all legal requirements of notice and hearings have been met and after considering the request, has determined that the requested amendment to the Comprehensive Plan to change the Land Use District of the Property from Estate Residential 1-acre to Mixed Use would allow orderly development of the Property, which would serve the best interest of the health, safety, and general welfare of the public.

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

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

SECTION 2. The Comprehensive Land Use Plan is hereby amended to change the Land Use District or designation of the Property to Mixed Use.

SECTION 3. That the Future Land Use Plan Map in the appendix of the Comprehensive Plan is hereby amended to reflect the amendment in this Ordinance.

SECTION 4. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

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

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

SECTION 7. This Ordinance shall become effective immediately upon its passage and publication of the caption of this Ordinance, as required by law.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 23rd DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis,
Town Secretary

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Public Hearing Item	March 23, 2026

PRESENTER:

Harrison Wicks, Director of Community Development

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Hold a public hearing and consider approval of Ordinance 2026-12 authorizing a Zoning Change Request (Z-26-001) from Single Family 2.5 acre Residential Estate (SF-2.5) to Local Retail (LR) for a 10.00-acre tract of land out of the S.A. Chambers Survey, Abstract No. 308, being the northern portion of the E. W. Yeck Addition, Lot 1R-1, Town of Argyle, Denton County, Texas.

BACKGROUND INFORMATION:

Existing Condition of Property:
The property is currently undeveloped with miscellaneous agricultural structures, including accessory structures for livestock shelter or storage. The property is open pasture with several stock ponds and clusters of trees scattered throughout the site. The property is located on the south side of East FM 407 and east of the Waterbrook neighborhood.

Adjacent Existing Land Uses and Zoning:
North: Residential and Agriculture; Local Retail (LR), Agriculture(A), and Single-Family 1 acre (SF-1)
South: Residential lots; Single-Family 2.5 ac Residential Estate (SF-2.5)
East: Residential lots; Single-Family 2.5 ac Residential Estate (SF-2.5)
West: Residential and Commercial; Village Center-Neighborhood (VC-N), Office Retail (OR)

Development Review Analysis:
The Town is requesting to rezone property on a 10-acre tract on East FM 407 W from Single Family 2.5-acre Residential Estate (SF-2.5) to Local Retail (LR). This is for a proposed Small Area Plan for the Town of Argyle designed to accommodate characteristics valued by the Argyle Community, such as public open space, pedestrian use, controlled growth, and natural buffers for surrounding residential neighborhoods.

Permitted Uses in the Local Retail (LR) Zoning District include the following:
• Antique Shop (No Outside Sales or Storage)
• Armed Services Recruiting Center
• Art Gallery/Museum/Dealer
• Artisan Workshop/Studio
• Automatic Teller Machines (ATMs)
• Barber Shop/Beauty Shop (Non-College)
• Church/Place of Worship
• Consignment Shop
• Convenience Store without Gas sales
• Dance/Drama/Music Schools (Performing Arts)
• Depository Financial Institution (with Drive-Through)
• Food or Grocery Store
•General Retail, Low-Intensity
• Government Building
• Gymnastic or Dance Studio
• Museum
• Offices, Medical Services
• Pharmacy
• Police Station
• Restaurant (Without Drive-Through)
• School, K through 12 (Public/Private)
• Theater (Non-Motion Picture)
• Used Merchandise; Furniture
• Veterinarian (Indoor Kennels)

Consistence with Future Land Use Plan:
A FLUP amendment is required to allow the proposed Local Retail (LR) zoning district. Currently, the FLUP is classified as Estate Residential 1-acre, which does not permit commercial use. The proposed amendment for the FLUP is Mixed-Use.

Property Owner Notifications:
Letters were sent out to surrounding property owners within 200’ of the subject property pursuant to the Texas Local Government Code, Subsection 211.006(d). Courtesy letters were also sent out to property owners within 1,000’ of the subject property pursuant to the Town of Argyle Zoning Ordinance and a public hearing sign was posted on the subject property. Staff will provide updates regarding the responses received during the Town Council meeting.

P&Z Recommendation:
During their meeting on March 4, 2026, the commission recommended denial of the Zoning Change Request (Z-26-001) from Single Family 2.5-acre Residential Estate (SF-2.5) to Local Retail (LR) on the 10-acre tract of land, as presented.

FISCAL IMPACT:

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

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

Draft Ordinance 2026-12

RECOMMENDED MOTION AND/OR ACTION:

Move to table Zoning Change Request (Z-26-001) to the next Town Council meeting on April 20, 2026.

TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2026-12

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE IN THE DEVELOPMENT STANDARDS OF THE TOWN OF ARGYLE, TEXAS, BY APPROVING A ZONING CHANGE FROM SINGLE FAMILY 2.5 ACRE RESIDENTIAL ESTATE (SF-2.5) TO LOCAL RETAIL (LR) FOR A 10.00-ACRE TRACT OF LAND OUT OF THE S.A. CHAMBERS SURVEY, ABSTRACT NO. 308, BEING THE NORTHERN PORTION OF THE E. W. YECK ADDITION, LOT 1R-1, TOWN OF ARGYLE, DENTON COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF ARGYLE, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING INJUNCTIVE RELIEF; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle initiated a zoning change for the purpose of changing the zoning on a 10.00-acre tract of land out of the S.A. Chambers Survey, Abstract No. 308, being the northern portion of the E. W. Yeck Addition, Lot 1R-1, Town of Argyle, Denton County, Texas; and

WHEREAS, on March 4, 2026, the Planning and Zoning Commission of the Town of Argyle, in compliance with the Town Development Standards and the Comprehensive Zoning Ordinance of the Town of Argyle, Texas and with the requisite notices by publication and otherwise, afforded a full and fair hearing to all the property owners interested and situated in the affected area and in the vicinity thereof and voted to recommend against changing the zoning to Local Retail (LR); and

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

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

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

SECTION 2: That the Comprehensive Zoning Ordinance in the Development Standards of the Town of Argyle, Texas, is hereby amended by approving the zoning change on a 10.00-acre tract of land out of the S.A. Chambers Survey, Abstract No. 308, being the northern portion of the E. W. Yeck Addition, Lot 1R-1, Town of Argyle, Denton County, Texas, from Single Family 2.5 acre Residential Estate (SF-2.5) to Local Retail (LR).

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

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

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

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

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

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

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

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

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS ON THIS THE 23rd DAY OF MARCH 2026.

APPROVED:

_____

Ronald Schmidt, Mayor

ATTEST:

_____

Erika McComis,
Town Secretary

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Public Hearing Item	March 23, 2026

PRESENTER:

Harrison Wicks, Director of Community Development

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Hold a public hearing and consider approval of Ordinance 2026-14 authorizing an ordinance amendment (FLUP-26-002) to the Thoroughfare Plan of the Town of Argyle Comprehensive Plan adopted June 17, 2024 as Ordinance 2024-17.

BACKGROUND INFORMATION:

Existing Condition of Thoroughfare Plan:
The current Thoroughfare Plan requires modification to provide efficient movement and access within the town of Argyle; and to allow for potential funding of roadway infrastructure through the collection of impact fees. Impact fees are collected from new commercial and residential development in anticipation of future infrastructure expansion or repair from increased demand. In order for Impact Fees funds to be allocated to roadway projects, they must be identified in the Thoroughfare Plan.

Consistence with Comprehensive Plan:
The Town of Argyle Thoroughfare Plan provides a framework for the implementation of roadway projects that will accommodate the needs of the community. The Thoroughfare Plan is designed to align with the Comprehensive Plan to ensure a cohesive approach to development and transportation, ensuring that the roadway system supports the overall goals of Argyle.

Master Thoroughfare Plan updates include the following:
• Added Future Gateway Dr from FM 407 to Sam Davis Rd
• Added Future Avalon Rd from FM 407 into the Heath Tract

• Added Future Connection from I-35W to Future Avalon Rd
• Extended Avalon Rd to the south through the Avalon at Argyle neighborhood
• Removed the Future extensions of Gateway Dr to the south and Forest Trail to the west
• Added Front St as a Type D Minor Collector
• Added the Future roadway network for potential AISD Middle School
• Updated Aberdeen Blvd and Village Way to a Type D Minor Collector
• Removed Rusk St future roadway through Town Hall property
• Added Denton St and Cypress St as Type E Rural Roads
• Updated Rusk St and the eastern portion of E Harpole Rd to a Type E Rural Road
• Added the Town Center District Roadways
• Removed Alignment Improvement locations, with the exception of Old Justin at US 377 and Stonecrest Rd at FM 407
• Introduced Preliminary Traffic Calming Locations at the intersections of Old Justin Rd at C Taylor Rd and Sam Davis Rd at Future Gateway Dr
• Removed the Veloweb Shared Use Path
• Updated color for Type D Minor collector from green to blue

P&Z Recommendation:
During their meeting on March 4, 2026, the commission recommended approval of (FLUP-26-002) with revisions to the Thoroughfare Plan, as presented by staff, with one addition:

1. That the Thoroughfare Plan add the road network as approved in the Heritage Tract Planned Development.

FISCAL IMPACT:

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

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

Draft Ordinance 2026-14
Exhibit A - Argyle Draft MTP Updates

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 2026-14 authorizing an ordinance amendment (FLUP-26-002) to the Thoroughfare Plan of the Town of Argyle Comprehensive Plan adopted June 17, 2024.

TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2026-14

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, AMENDING THE COMPREHENSIVE PLAN OF THE TOWN OF ARGYLE, TEXAS, TO MAKE REVISIONS TO THE THOROUGHFARE PLAN, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR AMENDMENT; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Argyle, Texas (the "Town Council"), is authorized and empowered by law, in accordance with Chapter 213 of the Texas Local Government Code, to adopt a comprehensive plan for the long-range development of the Town; and

WHEREAS, the Town Council adopted the Comprehensive Plan for the Town of Argyle, Texas, which includes the Thoroughfare Plan, on June 17, 2024 (the "Comprehensive Plan"); and

WHEREAS, the Town of Argyle initiated a comprehensive plan amendment to amend the Comprehensive Plan to change the Thoroughfare Plan, more specifically described in **Exhibit A;** and

WHEREAS, the Planning and Zoning Commission conducted a public hearing on the 4th day of March 2026 where interested parties were given the opportunity to provide comment and testimony, studied and reviewed the plan in conjunction with this request, reviewed and considered the compatibility of the requested changes; and

WHEREAS, after all persons were given an opportunity to present testimony, and the Commission completed its review, the Commission determined the requested changes to be consistent with the goals of the Comprehensive Plan for orderly development within the Town and voted to recommend approval of the revisions to the Thoroughfare Plan; and

WHEREAS, the Town Council held a public hearing on the 23rd day of March 2026, where interested parties were given the opportunity to provide comment and testimony, the Town Council considered the recommendation of the Planning and Zoning Commission, and did study and review the request; and

WHEREAS, the Town Council, after determining that all legal requirements of notice and hearings have been met and after considering the request, has determined that the requested amendments to the Thoroughfare Plan would allow orderly development in the Town, which would serve the best interest of the health, safety, and general welfare of the public.

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

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

SECTION 2. The Comprehensive Plan is hereby amended to incorporate revisions to the Thoroughfare Plan as detailed below:

1. That Future Gateway Blvd from FM 407 to Sam Davis Rd be added
2. That Future Avalon Blvd from FM 407 into the Heath Tract be added
3. That Future Connection from I-35W to Future Avalon Blvd be added
4. That Avalon Blvd to the south through the Avalon at Argyle neighborhood be extended
5. That the Future extensions of Gateway Blvd to the south and Forest Trail to the west be removed
6. That Front St be added as a Type D Minor Collector
7. That the Future roadway network for potential AISD Middle School be added
8. That Aberdeen Blvd and Village Way be updated to a Type D Minor Collector
9. That Rusk St future roadway through Town Hall property be removed
10. That Denton St and Cypress St be added as Type E Rural Roads
11. That Rusk St and the eastern portion of E Harpole Rd be updated to a Type E Rural Road
12. That the Town Center District Roadways be added
13. That alignment Improvement locations be removed, with the exception of Old Justin at US 377 and Stonecrest Rd at FM 407
14. That Preliminary Traffic Calming Locations at the intersections of Old Justin Rd at C Taylor Rd and Sam Davis Rd at Future Gateway Blvd be introduced
15. That the Veloweb Shared Use Path be removed
16. That the color be updated for Type D Minor collector from green to blue
17. That the road network as approved in the Heritage Tract Planned Development be added.

SECTION 3. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the ordinance shall remain in full force and effect.

SECTION 4. If any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or portion thereof, other than that portion so decided to be invalid or unconstitutional.

SECTION 5. That any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Town Development Standards of the Town of Argyle, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense.

SECTION 6. This Ordinance shall become effective immediately upon its passage and publication of the caption of this Ordinance, as required by law.

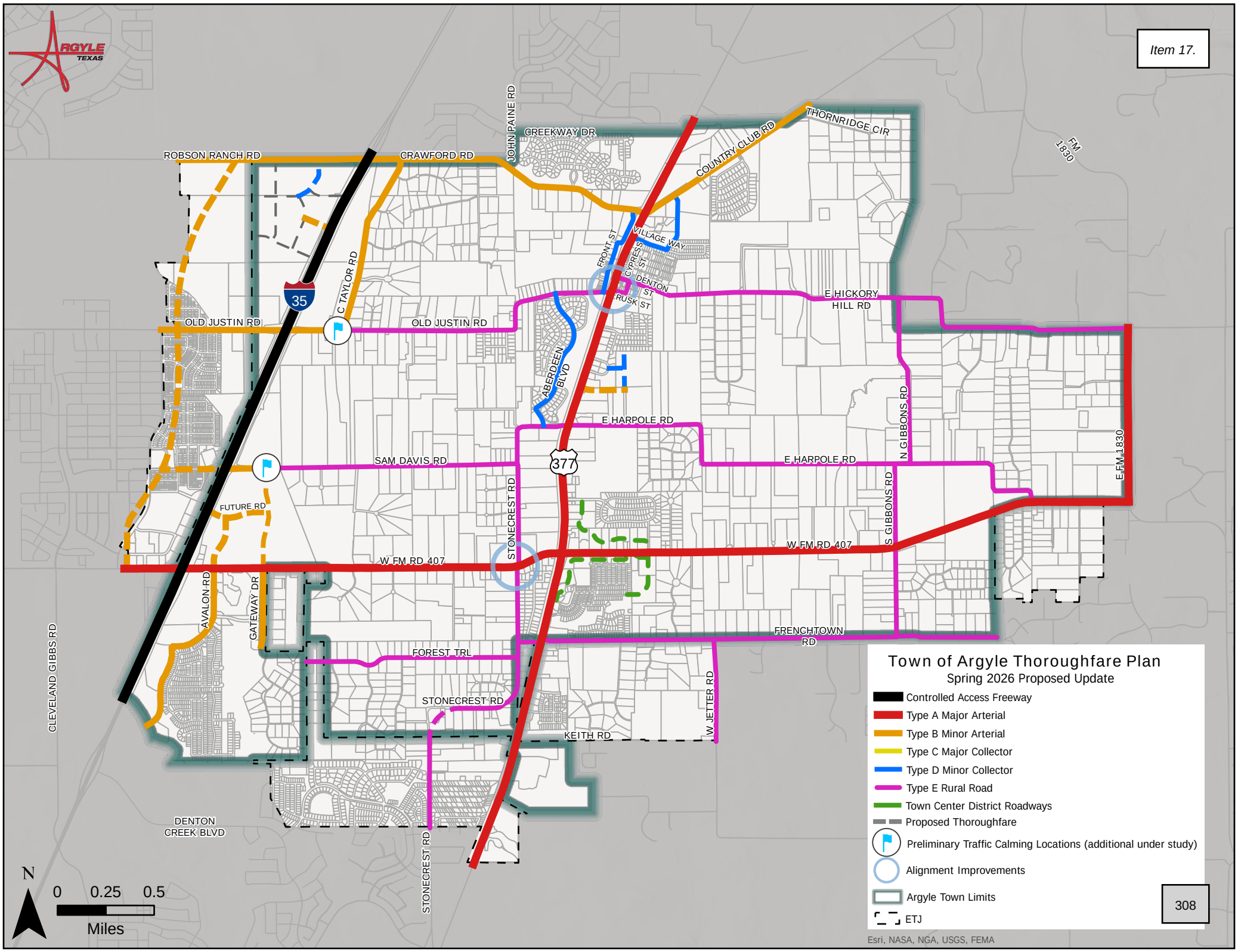
PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 23rd DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis,
Town Secretary


ROBSON RANCH RD
CRAWFORD RD
JOHN PAINE RD
GREEKWAY DR
THORNRIDGE CIR
COUNTRY CLUB RD
FM 1830
C TAYLOR RD
35
OLD JUSTIN RD
OLD JUSTIN RD
FRONT ST
CYPRESS ST
VILLAGE WAY
DENTON ST
RUSK ST
E HICKORY HILL RD
ABERDEEN BLVD
E HARPOLE RD
N GIBBONS RD
SAM DAVIS RD
377
E HARPOLE RD
E FM 1830
FUTURE RD
STONECREST RD
S GIBBONS RD
W FM RD 407
W FM RD 407
AVALON RD
GATEWAY DR
FRENCHTOWN RD
FOREST TRL
CLEVELAND GIBBS RD
STONECREST RD
W JETTER RD
KEITH RD
DENTON CREEK BLVD
STONECREST RD
N
0
0.25
0.5
Miles
Town of Argyle Thoroughfare Plan
Spring 2026 Proposed Update
Controlled Access Freeway
Type A Major Arterial
Type B Minor Arterial
Type C Major Collector
Type D Minor Collector
Type E Rural Road
Town Center District Roadways
Proposed Thoroughfare
Preliminary Traffic Calming Locations (additional under study)
Alignment Improvements
Argyle Town Limits
ETJ
308
Esri, NASA, NGA, USGS, FEMA

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Discussion Item	March 23, 2026

PRESENTER:

Erika McComis, Town Secretary/Town Treasurer
Tim Pinon, Valley View Consulting

REQUESTED BY:

N/E

ITEM DESCRIPTION:

Discuss and consider the selection of a primary depository bank for the Town of Argyle and direction to staff regarding preparation of a Depository Bank Services Agreement for consideration at a future meeting.

BACKGROUND INFORMATION:

The Town of Argyle's current depository banking agreement is scheduled to expire on June 30, 2026. In accordance with the Texas Local Government Code requirements governing municipal depository banking services, staff initiated a competitive Request for Applications (RFA) process to select a financial institution to serve as the Town's primary depository bank.

The depository selection process is governed by the following statutes:

-Texas Local Government Code Chapter 105 – Municipal Depository Act
-Texas Local Government Code Chapter 176 – Conflict of Interest Act
-Texas Government Code Chapter 2256 – Public Funds Investment Act
-Texas Government Code Chapter 2257 – Public Funds Collateral Act

The Town engaged Valley View Consulting, L.L.C. to assist staff with evaluating banking services, reviewing current account usage and balances, and developing the RFA solicitation documents.

The RFA process included the following steps:

-Analysis of historical bank service usage and account balances
-Review of required banking services and potential additional services
-Development of a list of financial institutions located within approximately twenty miles of Argyle Town Hall
-Distribution of the RFA and advertisement of the solicitation as required
-Hosting of a non-mandatory pre-application meeting for interested banks
-Receipt and evaluation of submitted applications

A total of twelve financial institutions submitted applications in response to the RFA, creating a competitive environment for the Town. The proposals were evaluated based on several criteria including the ability to provide required services, references and quality of services, cost of services, transition capabilities, interest earnings on deposits, earnings credit calculations, financial strength and stability, and completeness of the application.

Following the initial evaluation and financial analysis, three financial institutions were invited to provide demonstrations and interviews with Town staff:

-American National Bank & Trust
-PointBank
-SouthState Bank

After reviewing the demonstrations, service offerings, and financial projections, American National Bank & Trust and PointBank were identified as the two most competitive proposals. The Town then requested Best and Final Offers (BAFO) from both institutions. American National Bank & Trust submitted an improved proposal that waived all bank service fees for the full potential five-year contract term and increased the interest earnings associated with the Town's account structure.

Based on the updated financial analysis, American National Bank & Trust is projected to generate approximately $4.05 million in net income to the Town over the potential five-year period, compared to approximately $3.83 million projected under the PointBank proposal.

In addition to the financial advantage, American National Bank & Trust provides several operational and security services that were not offered in competing proposals, including enhanced payee validation fraud protection, protection against check-to-ACH conversion fraud, investment safekeeping services, and automated paid-check download capabilities to assist with the Town's reconciliation processes.

Based on the financial analysis, demonstrations, and service capabilities, staff and the Town's consultant recommend American National Bank & Trust as the most advantageous financial institution to serve as the Town's primary depository bank.

The proposed depository contract would include:
-Initial term: July 1, 2026 through June 30, 2028
-Optional extensions: Three additional one-year terms extending the contract through June 30, 2031 if exercised by the Town.

This agenda item is intended to provide the Town Council with an overview of the RFA process and the recommended banking partner. Following Council discussion and direction, staff will prepare the Depository Bank Services Agreement and resolution for formal consideration at the April Town Council meeting.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. RFA Project Recap

RECOMMENDED MOTION AND/OR ACTION:

“I move that the Town Council direct staff to proceed with preparation of a Depository Bank Services Agreement with _____ [insert preferred Bank's name] to serve as the Town’s primary depository bank, consistent with the results of the RFA process, for an initial two-year term beginning July 1, 2026 and ending June 30, 2028, with three additional one-year renewal options extending the agreement through June 30, 2031, and to bring the agreement and resolution forward for formal approval at the next Town Council meeting.”

Valley View Consulting, L.L.C.

March 10, 2026

Ms. Marissa Barrett
Town of Argyle
Director of Municipal Services (Procurement Coordinator)
308 Denton St. E
Argyle, Texas 76226

Dear Ms. Barrett:

Thank you for the opportunity to assist the Town of Argyle (the "Town") with this Depository Bank Services Request for Applications (the "RFA") project. The objective of this engagement was to assist the Town in selecting a primary depository bank following the expiration of the current contract, which ends June 30, 2026. The new contract period will be for an initial term of two (2) years commencing July 1, 2026, and continuing through June 30, 2028, with three (3) one-year extension options under the same terms and conditions.

Procedure

The project began with the establishment of a Calendar of Events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a primary depository bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to comply with the Town's financial and purchasing policies, and Investment Policy.

The RFA procedure was conducted as follows:

1. Analyzed bank service usage and balance records.
2. Reviewed bank accounts and statements.
3. Established the minimum required banking services and potential additional services.
4. Developed a list of potential financial institutions within twenty miles of City Hall:

    1) American National Bank & Trust
    2) Bank of America
    3) Bank of Texas
    4) Chase Bank
    5) Ciera Bank
    6) Commercial Bank of Texas

7) First Convenience Bank
8) First Financial Bank
9) First Guaranty Bank (Incumbent)
10) First National Bank Texas
11) First State Bank
12) First United Bank
13) Frost Bank
14) Guaranty Bank and Trust, N.A.
15) Inwood National Bank
16) Lamar National Bank
17) Origin Bank
18) PNC Bank, N.A.
19) PointBank
20) Prosperity Bank
21) Regions bank
22) Southside Bank
23) SouthState
24) Texas Bank and Trust
25) Texas Capital Bank
26) Texas Regional Bank
27) Texas Security Bank
28) Truist
29) UMB Bank, N.A.
30) Wells Fargo Bank
31) Woodforest National Bank
32) Worthington Bank

5. Contacted the identified financial institutions.
6. Drafted the RFA for review and approval.
7. Advertised as required.
8. Posted the RFA documents on the Town's website.
9. Held a non-mandatory pre-application Zoom meeting that was attended by representatives of:

1) American National Bank & Trust
2) Bank of America
3) Chase Bank
4) First Financial Bank
5) First Guaranty Bank (Incumbent)
6) First State Bank
7) Frost Bank
8) Inwood National Bank
9) PointBank
10) Southside Bank
11) SouthState Bank
12) Texas Capital Bank
13) Texas Regional Bank

10. By the deadline, twelve applications were received:

1) American National Bank & Trust
2) Bank of America
3) Chase Bank
4) First Financial Bank
5) First Guaranty Bank (Incumbent)
6) Frost Bank
7) Inwood National Bank
8) PointBank
9) SouthState
10) Texas Capital Bank
11) Texas Regional Bank
12) Texas Security Bank

This process created a competitive environment with twelve banks submitting applications. Among the items considered were:

- Ability of applicant to perform and provide the required and requested services;
- References provided and quality of services;
- Cost of services;
- Transition cost, retention, and transition offers, and incentives;
- Interest rates on interest-bearing accounts and deposits;
- Earnings credit rate on compensating balances;

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

- Previous service relationship with the Town;
- Convenience of location(s);
- Completeness of application, and
- Financial strength and stability of the institution.

Fees - Depository Services

Each bank provided a proposed fee schedule based on the monthly volumes of specific services to be provided to the Town.

Earnings

In addition to bank service charges, the bank's interest rates on the Town's bank balances is an important consideration in selecting the depository. The Town's recent monthly bank balances have averaged approximately $20 million so this amount was used in calculating the comparison of the impact of the rates offered by the responding banks. Given the size of balances maintained, attractive interest-earning options are important.

There are two potential earnings sources:

Earnings Credit: Earnings credit generates "earnings" that can only be used to offset banking fees. Above the applicable fees, earnings credit is not paid to the Town as interest.

Hard-dollar Interest: Hard-dollar interest is regular interest earnings that represent true earnings that can be used in any manner at the Town's discretion.

Earnings credit, hard-dollar interest, or a combination of the two, can be used to offset any service charges. In the analysis, each bank's potential earnings credit was compared to the hard-dollar interest. The better option was then optimized to offset the greatest amount of banking fees. Where appropriate, once the Town's target compensating balance generated enough earnings credit to offset most fees, any excess balance was shown to be invested in that bank's most attractive hard-dollar interest earnings alternative.

The table on the following page summarizes the initial financial analysis:

Valley View Consulting, L.L.C.

Financial Analysis before Best and Final Offer					
Bank	**Fees for Five Year Term**	**Investment Option**	**Rate Basis**	**Interest Rate (1/8/26)**	**Five Year Net Income**
PointBank	$0.00	Interest Bearing DDA	Average Prior Monthly TexPool (Non-Prime)	3.83%	$3,828,800
American National Bank & Trust	(131,686)	Insured Cash Sweep (ICS)	TexPool Plus 20 bps	4.05%	$3,775,089
Southstate Bank	$0.00	Interest Bearing DDA	Upper End FF Target minus 15 bps	3.60%	$3,600,000
First Financial Bank	(30,525)	Interest Bearing DDA	Federal Funds Interest Rate minus 25 bps	3.50%	$3,469,475
JPMorgan Chase Bank	(140,125)	Investment Sweep/MMF	Market	3.34%	$3,199,875
Texas Capital Bank	(101,780)	Investment Sweep / MMF	Market	3.22%	$3,118,220
Texas Regional Bank	(49,084)	Interest Bearing DDA	3 Month T-Bill with a ceiling of 3.25%	2.93%	$2,925,000
Bank Of America	(58,526)	Interest Bearing DDA	80% FFER rate	2.91%	$2,851,474
First Guaranty Bank - Incumbent	$0.00	Insured Cash Sweep (ICS)	75% of the 30 Day T-Bill, variable monthly, floor of 0.25%	2.70%	$2,700,000
Texas Security Bank	(81,718)	Insured Cash Sweep (ICS)	Bank determined	2.77%	$2,688,282
Inwood National Bank	(114,491)	Insured Cash Sweep (ICS)	Lower Fed Funds minus 50 bps	3.00%	$1,711,207
Frost Bank	(202,260)	Interest Bearing DDA	T-Bill minus 250 bps	1.18%	$1,075,994

Analysis and Demonstrations

Based on the financial analysis, the top three banks, PointBank, American National Bank & Trust (ANBT), and SouthState Bank were all invited to meet with the Town's finance team to demonstrate their online portal, to discuss the process of transition, and to answer clarification questions.

After reviewing the services offered, the meeting with the three banks, and the financial analysis, it was determined that the two most competitive responses were submitted by ANBT and PointBank. PointBank offered a slightly higher overall return and has a branch located within the Town limits. However, given the nature of modern banking, physical locations are not as critical as they once were. American National Bank & Trust offered a more user-friendly online banking platform and a broader set of services that would benefit the Town's operations.

To reach a final recommendation, the Town elected to offer both banks the opportunity to improve the terms of their application through a Best and Final Offer (BAFO). The BAFO request was emailed to both banks on Monday morning, February 23rd, with a requested response deadline of 5:00 p.m. on Thursday, February 26th. ANBT promptly acknowledged receipt and submitted an improved and updated offer on the 26th. No response was received from PointBank, so on Thursday afternoon a follow-up email was sent to PointBank, and a voicemail was left for the banker. On Friday morning, PointBank responded and indicated that they would maintain the terms of their original application.

As a related observation, when Town staff initially reached out to schedule demonstrations and interviews, PointBank did not respond to the first email and required a second contact email before responding to the meeting invitation. The other two banks responded promptly. This pattern of delayed communication is somewhat concerning, particularly at this early stage of a potential banking relationship.

For their Best and Final Offer (BAFO), American National Bank & Trust agreed to waive all bank service charges for the full five-year contract term. This change also increased the interest earnings on approximately $1.35 million that had previously been receiving the lower Earnings Credit Rate of 1.94%, allowing those funds to earn the overall rate of 4.05%. Incorporating this adjustment into the financial analysis shifts the rankings of the top two banks, as reflected in the following table:

Financial Analysis AFTER Best and Final Offer					
Bank	**Fees for Five Year Term**	**Investment Option**	**Rate Basis**	**Interest Rate (1/8/26)**	**Five Year Net Income**
American National Bank & Trust	$0.00	Insured Cash Sweep (ICS)	TexPool Plus 20 bps	4.05%	$4,050,000
PointBank	$0.00	Interest Bearing DDA	Average Prior Monthly TexPool (Non-Prime)	3.83%	$3,828,800

Additional services offered by American National Bank & Trust

There are several services offered by ANBT that are not available through PointBank, and two of these are especially important for fraud prevention. The first is Payee Validation, which verifies not only the check number and amount but also confirms that the payee's name has not been altered. As traditional Positive Pay has become more effective, fraudsters have increasingly resorted to stealing checks and changing the payee's name; Payee Validation directly addresses this vulnerability.

Many large retailers use what is called a POP (Point-of-Purchase) entry, where checks—including fraudulent checks written on legitimate accounts—are converted to ACH payments at the register. When this happens, the transaction bypasses the traditional positive pay system entirely. PointBank does not provide any protection against check-to-ACH conversion fraud, whereas ANBT does offer this protection.

In addition, PointBank requires authorized signers to provide their Social Security numbers, while ANBT does not.

If the Town chooses to invest in securities such as Treasury Bills or Government Agency bonds, ANBT provides safekeeping services to hold those investments; PointBank does not offer safekeeping. ANBT also provides a paid check download service, which can help automate and streamline the Town's reconciliation process. PointBank does not offer this service.

Recommendation

Based on the financial analysis, the strength of the demonstration and interview, and the broader depth of services offered, Town staff determined that American National Bank & Trust provides the most advantageous proposal for the Town.

As the Town's consultants, we concur with staff's recommendation that the Town Council award the Primary Depository Bank Services contract to American National Bank & Trust, subject to execution of the Depository Bank Agreement.

The initial contract term is two (2) years, commencing July 1, 2026, with three (3) additional one-year extension options under the terms and conditions.

Please contact Orlando Saenz, Richard Long, or me to discuss any questions or additional information needs. Thank you for this opportunity to serve the Town of Argyle.

Sincerely,

Tim Pinon

Timothy Pinon
Valley View Consulting, L.L.C.

Banking RFA Project Recap for

ARGYLE TEXAS

Presented by Tim Pinon

Valley View Consulting, L.L.C.

Objective

- Select a primary depository financial institution
- Initial agreement begins July 1, 2026
- Contract ends June 30, 2028
- Town may extend contract three additional one-year periods through June 30, 2031

Valley View Consulting, L.L.C.

Governing Codes

- Chapter 105 Municipal Depository Act
- Chapter 176 Conflict of Interest Act
- Chapter 2256 Public Funds Investment Act
- Chapter 2257 Public Funds Collateral Act

Valley View Consulting, L.L.C.

Project Steps

1. Analyzed historical bank service usage and balances
2. Reviewed the required banking services and potential additional services
3. Developed a list of eligible financial institutions within 20 miles of the Argyle City Hall. (Thirty-two banks)
4. Contacted the financial institutions to confirm distribution information, and identify the designated recipient

Valley View Consulting, L.L.C.

Project Steps Continued

5. Drafted the RFA for Town review and approval
6. Posted the notice and advertised the RFA as required
7. Distributed RFA to the identified and receptive financial institutions
8. Held a non-mandatory pre-application video conference

Valley View Consulting, L.L.C.

Pre-Application Call Attended by:

1) American National Bank & Trust	8) Inwood National Bank
2) Bank of America	9) PointBank
3) Chase Bank	10) Southside Bank
4) First Financial Bank	11) SouthState Bank
5) First Guaranty Bank (Incumbent)	12) Texas Capital Bank
6) First State Bank	13) Texas Regional Bank
7) Frost Bank	

Valley View Consulting, L.L.C.

Proposals Received

1) American National Bank & Trust	7) Inwood National Bank
2) Bank of America	8) PointBank
3) Chase Bank	9) SouthState Bank
4) First Financial Bank	10) Texas Capital Bank
5) First Guaranty Bank (Incumbent)	11) Texas Regional Bank
6) Frost Bank	12) Texas Security Bank

Valley View Consulting, L.L.C.

Evaluation Criteria

1. Ability to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention, and transition offers and incentives;
5. Interest paid on interest-bearing accounts and deposits;
6. Earnings credit calculation on compensating balances;
7. Previous service relationship with the Town;
8. Convenience of location(s);
9. Completeness of application and agreement to points outlined in the RFA;
10. Financial strength and stability of the institution.

Financial Analysis before Best and Final Offer					
Bank	**Fees for Five Year Term**	**Investment Option**	**Rate Basis**	**Interest Rate (1/8/26)**	**Five Year Net Income**
PointBank	$0.00	Interest Bearing DDA	Average Prior Monthly TexPool (Non-Prime)	3.83%	$3,828,800
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JPMorgan Chase Bank	(140,125)	Investment Sweep / MMF	Market	3.34%	$3,199,875
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Inwood National Bank	(114,491)	Insured Cash Sweep	Lower Fed Funds minus 50 bps	3.00%	$1,711,207
Frost Bank	(202,260)	Interest Bearing DDA	T-Bill minus 250 bps	1.18%	$1,075,994

Demonstrations and Interviews

1. American National Bank & Trust
2. PointBank
3. SouthState Bank

Valley View Consulting, L.L.C.

Best and Final Offer

Financial Analysis AFTER Best and Final Offer					
Bank	**Fees for Five Year Term**	**Investment Option**	**Rate Basis**	**Interest Rate (1/8/26)**	**Five Year Net Income**
American National Bank & Trust	$0.00	Insured Cash Sweep (ICS)	TexPool Plus 20 bps	4.05%	$4,050,000
PointBank	$0.00	Interest Bearing DDA	Average Prior Monthly TexPool (Non-Prime)	3.83%	$3,828,800

Valley View Consulting, L.L.C.

American National Bank & Trust offers additional benefits

1. Payee Validation
2. Check to ACH Conversion Protection
3. Security Safekeeping
4. Paid Check download option
5. Signers do not need to provide SSN

Valley View Consulting, L.L.C.

Recommendation – American National Bank & Trust

1. Strongest overall financial return to the Town
2. Preferred online banking platform, with better usability and functionality
3. Best demonstration and interview
4. Additional services that will enhance the Town's financial operations
5. Demonstrated a higher level of responsiveness throughout the demo and BAFO process

Valley View Consulting, L.L.C.

Valley View Consulting Banking Team

- Orlando Saenz
  - oasaenz@valleyviewconsultingllc.com
- Tim Pinon
  - tdpinon@valleyviewconsultingllc.com

Valley View Consulting, L.L.C.

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	March 23, 2026

PRESENTER:

Harrison Wicks, Director of Community Development

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider a Site Plan request (SP-26-001) for the proposed Akshya Foods, LLC development and restaurant use, located at 606 N US Hwy 377, being on 0.36 acres of land, known as The Original Town of Argyle, Lots 5-10, Block 8, in the J. Davis Survey, Abstract 325, Town of Argyle, Denton County, Texas.

BACKGROUND INFORMATION:

Existing Condition of Property:
The property is zoned Old Town-1 (OT-1), and fronts on US Hwy 377. One parcel on the site is developed with a 1,300 square foot commercial building, formerly a Real Estate office, and a second parcel to the south that is currently unimproved and vacant.

Adjacent Existing Land Uses and Zoning:

North: Salon Use, Old Town-1 (OT-1)
South: Barbershop Use, Old Town-1 (OT-1)
East: Unimproved, Old Town-1 (OT-1)
West: US Hwy 377 Right-of-Way

Background:
The applicant and property owner, Akshya Foods, LLC, purchased the property in December 2025, with the intent of opening a food truck, restaurant use business at the location. In order for this development to be successful they are required to construct a parking lot in order to satisfy off street parking requirements.

Development Review Analysis:
Review and approval of a site plan is required for site redevelopment or the construction of any new structure within the OT-1 District. Since the applicant is planning to construct a parking lot as part of the project, a site plan application is required.

Town staff has identified this project as a Restaurant (without Drive-Through) use, which is defined as “an establishment serving food, including cafeterias, to the general public in specific, designated dining areas or for carry-out for off-premises consumption and shall not include drive-through establishments where food is delivered to or eaten in motor vehicles.”

The applicant has identified an area at the rear of the property where a trailer with a commercial kitchen would serve food, and patrons could either sit in designated indoor and outdoor dining areas. The current 1,300 square foot building on the property would be used for indoor seating, bathrooms for patrons, and storage space. There is no commercial kitchen or other specialized commercial equipment in the building.

Area Regulations:
The proposed Site Plan meets all the minimum area regulations of the OT-1 zoning district. Since the property owner is not altering the existing structures on the property, nor constructing new structures, there is no concern of setback or max lot coverage requirements.

Parking:
Per Section 14.3.66-6 of the Town Development Standards (TDS), restaurant uses are required to provide one (1) parking space for each 100 square feet of gross-floor area (including indoor/outdoor patio dining areas). When we calculate the 1,300 square feet for the building, and a 400 square foot trailer, the required number of parking spaces is seventeen (17). The applicant is currently offering 17 parking spaces on the site.

The parking lot is located south of the main building, with direct driveway access to US Hwy 377. The property owner will need to secure a right-of-way permit from TXDOT prior to construction. This will be a condition of approval.

The TDS for the OT-1 zoning district also allows for a special exception to reduce parking spaces. Per Section 14.3.46-4.F-2, the Town may grant a special exception to reduce the required number of parking spaces. In no case shall the required parking be reduced in excess of 25 percent of the required spaces, as set forth herein. Since this applicant meets the parking requirement, this reduction is not needed, but it is available should it ever become needed.

Tree Preservation:
A tree survey was not provided. There are currently no plans to remove trees on the site. If the property owner would like to remove trees for any reason, a tree survey will be required.

Landscaping:
The project is required to provide a Type B landscape buffer along the front property line along US Hwy 377. The Type B buffer yard is 10 feet wide and consists of two (2) canopy trees, three (3) understory trees and ten (10) shrubs per one hundred linear feet (100'). With 140 Linear Feet, below is an analysis of what is required versus what is provided:

REQUIRED: MINIMUM 10 FT WIDTH
PROVIDED: MINIMUM 10 FT WIDTH

REQUIRED: 3 CANOPY TREES [140 LF / 100 LF (X 2)]
PROVIDED: 5 CANOPY TREES

REQUIRED: 5 UNDERSTORY TREES [140 LF / 100 LF (X 3)]
PROVIDED: 9 UNDERSTORY TREES

REQUIRED: 14 SHRUBS [140 LF / 100 LF (X 10)]
PROVIDED: 23 SHRUBS

The applicant has provided the full Type B landscape buffer as required by the TDS along the US Hwy 377. The OT-1 zoning district standards also requires an additional masonry wall measuring three feet in height and constructed of like and similar masonry materials to those of the primary structure shall be erected along the interior of the landscaped edge. The property owner has proposed installing these masonry walls. No variance is requested.

Signage
The applicant intends to have signage as part of the site but has not yet submitted a sign package to be approved by the Town. The signage demonstrated on the building elevations is conceptual at this time. Prior to the installation of signage, the applicant will be required to submit a sign package demonstrating compliance with Article IV-Sign Regulations of the TDS.

Infrastructure Adequacy:
Water utilities and sanitary sewer are available to this site with sufficient capacity to serve the development. If approved, full civil construction plans for pavement, drainage, water and sanitary sewer are required for submission during the permitting and construction plan review.

P&Z Recommendation:
During their meeting on March 4, 2026, the commission recommended approval of this site plan application with the following conditions:

1. That the applicant receive an approved TXDOT right-of-way permit prior to approval of the construction plans.

2. That the applicant either remove the 400 square feet of outdoor patio seating or add 4 more parking spaces.

Staff is currently reviewing the fire lane connection to US377 with our partners government entities and a report on this topic will be provided when it is resolved.

FISCAL IMPACT:

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

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

Exhibit A – Site Development Plans
Exhibit B – Renderings
Exhibit C – Floor Plan

RECOMMENDED MOTION AND/OR ACTION:

Under Review

EXHIBIT A

SITE DEVELOPMENT PLANS

FOR

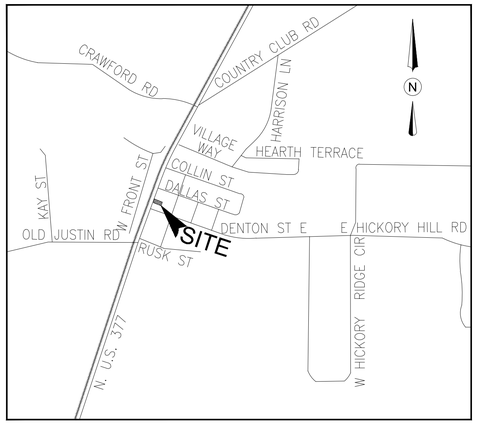
FOOD TRUCK

0.18 ACRES (7,875 SQ. FT.)

606 N. U.S. 377, TOWN OF ARGYLE

DENTON, TEXAS 76226

PROJECT CONTACT LIST	
ENGINEER SREENIVASULU BOLLU, PE 1132 HARDY DRIVE COVINGTON, LA 70433 SBOLLU@HY-CONSULTING.COM TEL. (985) 951-0413	SURVEYOR THOMAS WILLIAM MAUK ARTHUR LAND SURVEYING 220 ELMST., #200 - LEWISVILLE TX 75057 ARTHURSURVEYING.COM 972-221-9439



VICINITY MAP

N.T.S.

SHEET LIST TABLE	
C-1.0	COVER SHEET
	SURVEY
C-1.1	GENERAL NOTES
C-2.0	DEMOLITION PLAN
C-3.0	SITE PLAN & LANDSCAPE PLAN
C-3.1	DIMENSION CONTROL PLAN
C-4.0	GRADING PLAN
C-5.0	DRAINAGE PLAN
C-6.0	EROSION CONTROL PLAN
C-6.1	EROSION CONTROL DETAILS
C-7.0	PAVING PLAN
C-7.1	PAVING DETAILS
C-8.0	UTILITY PLAN
C-8.1	UTILITY DETAILS
C-9.0	ADA PLAN AND DETAILS
C-10.0	LIGHTING PLAN

811 Know what's **below.** **Call** before you dig.

CADD FILE NAME: BASE

REVISIONS

DATE:	REMARKS:	APP'D

STATE OF TEXAS
SREENIVASULU BOLLU
126490
LICENSED
PROFESSIONAL ENGINEER
02/25/26

HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
FIRM #26178
SBOLLU@HY-CONSULTING.COM
985-951-0413

DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
36X24 1"=10'	S.BOLLU	MAR 2026

COVER SHEET
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-1.0

DEMOLITION GENERAL NOTES

1. ANY DEMOLITION IS TO BE PERFORMED IN STRICT CONFORMANCE WITH ALL APPLICABLE TOWN, COUNTY AND STATE, AND/OR GOVERNING BODY'S STANDARDS.

2. EROSION AND SEDIMENT CONTROL MEASUREMENTS SHALL BE MAINTAINED AT ALL TIMES DURING DEMOLITION.

3. THE PURPOSE OF THIS DRAWING IS TO CONVEY THE OVERALL SCOPE OF WORK AND IT IS NOT INTENDED TO COVER ALL DETAILS OR SPECIFICATIONS REQUIRED TO COMPLY WITH GENERALLY ACCEPTED DEMOLITION PRACTICES. CONTRACTOR SHALL THOROUGHLY GET FAMILIARIZED WITH THE SITE, SCOPE OF WORK, AND ALL EXISTING CONDITIONS AT THE JOB SITE PRIOR TO BIDDING AND COMMENCING THE WORK. THE DEMOLITION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, OR PROCEDURES USED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND IS LIABLE FOR THE SAFETY OF THE PUBLIC OR CONTRACTOR'S EMPLOYEES DURING THE COURSE OF THE PROJECT.

4. THE DEMOLITION PLAN IS INTENDED TO SHOW REMOVAL OF KNOWN SITE FEATURES AND UTILITIES AS SHOWN ON THE SURVEY. THERE MAY BE OTHER SITE FEATURES, UTILITIES, STRUCTURES, AND MISCELLANEOUS ITEMS BOTH BURIED AND ABOVE GROUND THAT ARE WITHIN THE LIMITS OF WORK THAT MAY NEED TO BE REMOVED FOR THE PROPOSED PROJECT THAT ARE NOT SHOWN HEREON. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE CITY, ENGINEER AND/OR OWNER PRIOR TO REMOVING ITEMS NOT SHOWN ON THE PLANS.

5. THE CONTRACTOR SHALL CONTACT RESPECTIVE UTILITY COMPANIES PRIOR TO DEMOLITION TO COORDINATE DISCONNECTION AND REMOVAL OF EXISTING UTILITIES WITHIN THE AREA OF WORK.

6. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES THAT ARE INTENDED TO CONTINUE TO PROVIDE SERVICE WHETHER THESE UTILITIES ARE SHOWN ON THE PLAN OR NOT.

7. UPON DISCOVERY OF ANY UNDERGROUND TANKS, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE. NO REMOVAL OF TANKS SHALL OCCUR UNTIL AUTHORIZED BY OWNER.

8. BUILDING AND APPURTENANCES DESIGNATED FOR DEMOLITION SHALL NOT BE DISTURBED BY THE CONTRACTOR UNTIL HE HAS BEEN FURNISHED WITH NOTICE TO PROCEED BY THE OWNER, AS SOON AS SUCH NOTICE HAS BEEN GIVEN, THE CONTRACTOR SHALL PERFORM THE DEMOLITION, UNDER THE DIRECTION OF THE OWNER'S REPRESENTATIVE.

9. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL UNSUITABLE MATERIAL AND DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL CITY, STATE, AND FEDERAL LAWS AND ORDINANCES.

10. AS SOON AS DEMOLITION WORK HAS BEEN COMPLETED, THE FINAL GRADE OF BACKFILL IN DEMOLITION AREAS SHALL BE COMPACTED PER THE GEOTECHNICAL REPORT. CONTRACTOR TO PREVENT WATER FROM DRAINING ONTO ADJACENT PROPERTIES.

11. EXISTING TREES TO REMAIN SHOULD BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.

EROSION CONTROL GENERAL NOTES

1. EVERY SOIL DISTURBING ACTIVITY SHALL HAVE AN ACCOMPANYING EROSION CONTROL PLAN .

2. THE CONTRACTOR SHALL COMPLY WITH THE TOWN'S STORM WATER ORDINANCE, THE TPDES GENERAL CONSTRUCTION PERMIT TXR150000 AND ANY OTHER STATE AND/OR LOCAL REGULATIONS.

3. THE SITE SHALL BE INSPECTED BY THE CONTRACTOR OR HIS REPRESENTATIVE WEEKLY, AND AFTER ANY MAJOR STORM. ADJUSTMENTS/REPAIRS TO THE EROSION CONTROL MEASURES SHOULD BE MADE AS NEEDED.

4. CONTRACTOR SHALL VEGETATE ALL DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF GRADING ACTIVITIES. FINAL ACCEPTANCE OF A SITE SHALL BE CONTINGENT UPON VEGETATION BEING ESTABLISHED IN ALL DISTURBED AREAS.

5. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.

6. TEMPORARY STONE STABILIZED CONSTRUCTION ENTRANCE SHALL HAVE THE FOLLOWING MINIMUM DIMENSIONS: 15' WIDE X 50' LONG X 6" DEEP. (2"-5" COARSE AGGREGATE). PLACE FILTER FABRIC UNDER STONE .

7. THE CONCRETE WASHOUT AREA IS TO BE USED AS A VEHICLE WASH DOWN AREA FOR DEBRIS AND SOIL REMOVAL PRIOR TO EXITING THE SITE.

ADA GENERAL NOTES

1. SLOPE AND CROSS SLOPE OF A SIDEWALK LEADING INTO A CURB RAMP'S SYSTEM SHALL BE A MAXIMUM OF 1:20 (5%) AND 1:50 (2%) CROSS SLOPE.

2. MAXIMUM SLOPE OF A HANDICAPPED ACCESSIBLE ROUTE ALONG A SIDEWALK LEADING INTO A CURB RAMP, BEFORE IT MUST BE CONSIDERED A RAMP IS 1:20 (5%) AND 1:50 (2%) CROSS SLOPE.

3. MAXIMUM SLOPE AND CROSS SLOPE OF HANDICAPPED ACCESSIBLE PARKING SPACE & ADJACENT ACCESS AISLE IS 1:50 (2%) IN ANY DIRECTION.

SITE GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE TOWN OR LOCAL JURISDICTION STANDARDS.

2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.

3. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.

4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.

5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.

6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.

7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

PAVING GENERAL NOTES

1. STRIP & REMOVE FROM THE CONSTRUCTION AREA ALL TOPSOIL, ORGANICS & VEGETATION TO A MINIMUM DEPTH OF 6 INCHES.

2. FRENCH DRAINS ARE RECOMMENDED AROUND ANY SLABS WHERE SEEPING GROUND WATER IS ENCOUNTERED DURING CONSTRUCTION.

3. THE CONTRACTOR SHALL PROCEED WITH PAVING NO MORE THAN SEVENTY-TWO (72) HOURS AFTER DENSITY/MOISTURE TESTS HAVE BEEN TAKEN AND PASSED BY A REGULAR TESTING FIRM.

4. MANHOLE RIM ELEVATIONS, CLEAN-OUTS, VALVE BOXES, ETC. SHALL BE ADJUSTED TO FINISHED GRADE BY THE PAVING CONTRACTOR AT THE TIME OF PAVING.

GRADING GENERAL NOTES

1. ALL SURPLUS EXCAVATION AND WASTE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IT SHALL BE HIS SOLE RESPONSIBILITY TO REMOVE SUCH SURPLUS EXCAVATION AND WASTE MATERIAL FROM THE SITE TO A PUBLIC DUMP SITE APPROVED FOR THE DISPOSAL OF SUCH MATERIALS. IF SURPLUS EXCAVATION IS REMOVED FROM THIS SITE TO ANOTHER PROPERTY, IT SHALL BE PLACED ON SUCH PROPERTY WITH THE WRITTEN CONSENT OF THE OWNER(S) OF SUCH PROPERTY. A COPY OF SUCH WRITTEN CONSENT SHALL BE PROVIDED TO THE OWNER. IF THE CONTRACTOR WISHES TO DISPOSE OF SURPLUS EXCAVATION ON-SITE, IT SHALL BE ONLY WITH THE PRIOR APPROVAL OF THE OWNERS PROJECT REPRESENTATIVE AND CARE SHOULD BE TAKEN TO AVOID BLOCKING NATURAL DRAINAGE AND INCREASING STEEP SLOPES. IF ANY OF THE HAULED EXCAVATION MATERIAL IS TAKEN TO ANOTHER LOCATION WITHIN THE CITY LIMITS, THE OWNER OF THE PROPERTY IS REQUIRED TO OBTAIN A LOT GRADING PERMIT BEFORE MATERIAL IS DELIVERED.

2. THE CONTRACTOR IS REQUIRED TO PROVIDE HIS OWN STAKING AND TO VERIFY PROJECT ELEVATIONS. "MATCH EXISTING" SHALL BE UNDERSTOOD TO APPLY TO BOTH VERTICAL ELEVATION AND HORIZONTAL ALIGNMENT.

3. THE CONTRACTOR SHALL PREPARE ALL LANDSCAPE AREAS INCLUDING STREET RIGHT-OF-WAY AREAS TO AN ACCEPTABLE SUBGRADE CONDITION IN ACCORDANCE WITH THE LANDSCAPE PLANS. IF THE CONTRACTOR IS NOT EMPLOYED TO PROVIDE AND INSTALL LANDSCAPING, HE SHALL PREPARE A FINISHED AND COMPACTED SUB-GRADE IN THE LANDSCAPING AREAS.

4. NO SLOPES TO EXCEED 3H:1V WITHOUT SLOPE STABILIZATION.

UTILITY GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE TOWN/UTILITY COMPANY STANDARDS.

2. FIELD VERIFY LOCATION OF EXISTING WATER MAIN , SEWER MAIN, GAS, TELEPHONE AND ELECTRICAL LINE. POT HOLE RECOMMENDED PRIOR TO CONSTRUCTION BEGIN. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH UTILITY SERVICE PROVIDERS.

3. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.

4. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.

5. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.

6. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.

7. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.

8. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE TOWN ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.

9. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.

CONTRACTOR SHALL ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND APPROVALS FROM ALL GOVERNING AGENCIES ARE RECEIVED PRIOR TO START OF CONSTRUCTION.

811 Know what's **below.** **Call** before you dig.

CADD FILE NAME: BASE

REVISIONS	DATE:	REMARKS:	APP'D

STATE OF TEXAS · BRENNAN B. SOLLU · 126490 · LICENSED · PROFESSIONAL ENGINEER
02/25/26

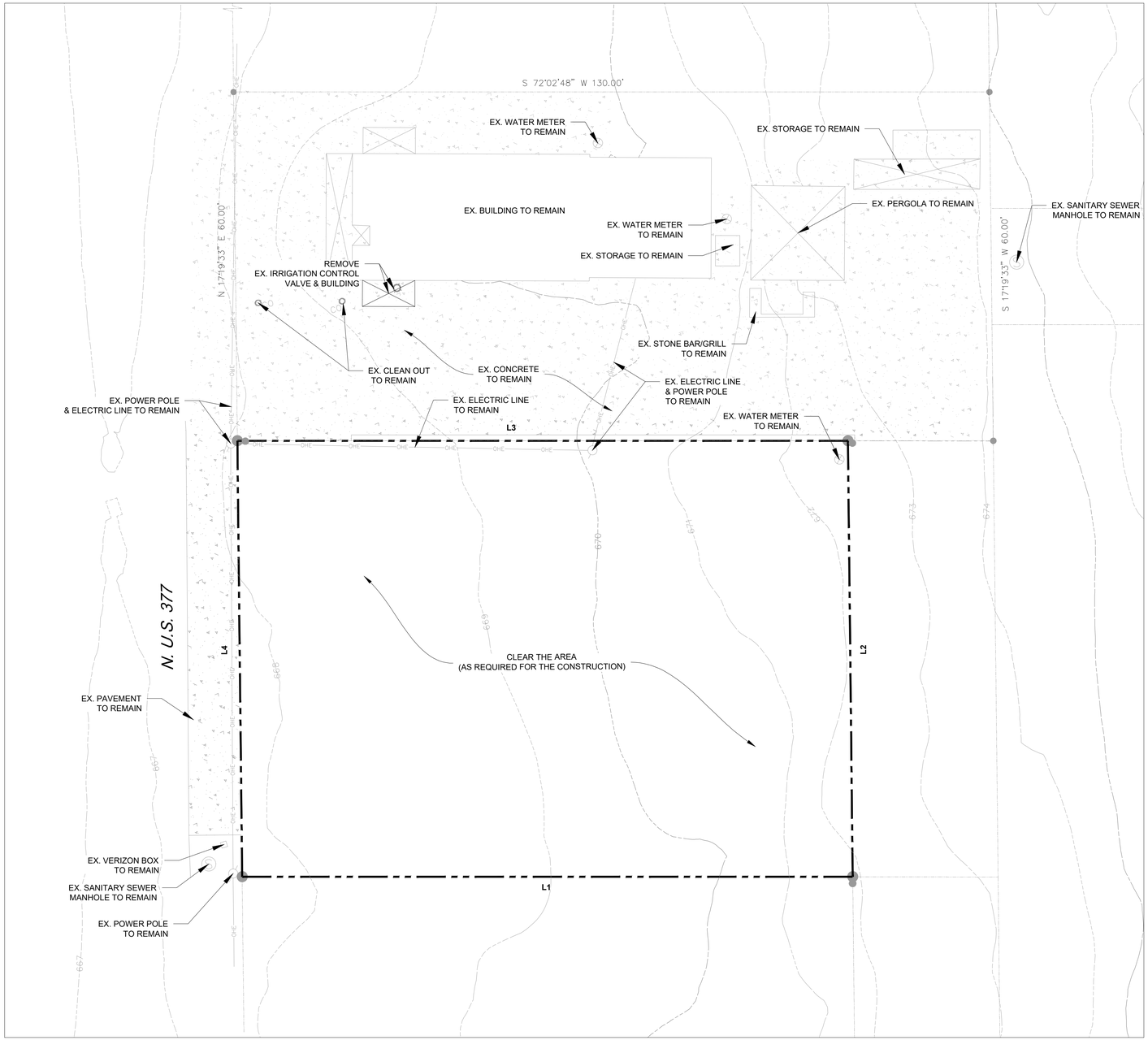
HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
FIRM #26178
SBOLLU@HY-CONSULTING.COM
985-951-0413

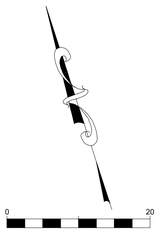
DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE: 36X24	DRAWN BY:	DATE:
1"=10'	S.BOLLU	MAR 2026

GENERAL NOTES
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

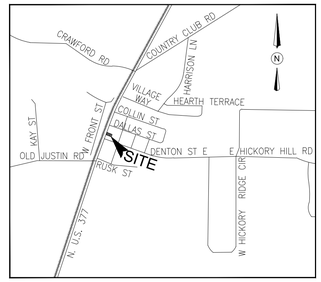
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C-1.1





EXISTING LEGEND

- BOUNDARY
- OVER-HEAD-ELECTRIC LINE
- EXISTING MINOR CONTOURS
- EXISTING MAJOR CONTOURS
- ADJECENT BOUNDRY
- CONCRETE PAVEMENT
- CONCRETE
- IRON ROD
- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE



VICINITY MAP
N.T.S.

DEMOLITION GENERAL NOTES

1. ANY DEMOLITION IS TO BE PERFORMED IN STRICT CONFORMANCE WITH ALL APPLICABLE TOWN, COUNTY AND STATE, AND/OR GOVERNING BODY'S STANDARDS.
2. EROSION AND SEDIMENT CONTROL MEASUREMENTS SHALL BE MAINTAINED AT ALL TIMES DURING DEMOLITION.
3. THE PURPOSE OF THIS DRAWING IS TO CONVEY THE OVERALL SCOPE OF WORK AND IT IS NOT INTENDED TO COVER ALL DETAILS OR SPECIFICATIONS REQUIRED TO COMPLY WITH GENERALLY ACCEPTED DEMOLITION PRACTICES. CONTRACTOR SHALL THOROUGHLY GET FAMILIARIZED WITH THE SITE, SCOPE OF WORK, AND ALL EXISTING CONDITIONS AT THE JOB SITE PRIOR TO BIDDING AND COMMENCING THE WORK. THE DEMOLITION CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS, TECHNIQUES, OR PROCEDURES USED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND IS LIABLE FOR THE SAFETY OF THE PUBLIC OR CONTRACTOR'S EMPLOYEES DURING THE COURSE OF THE PROJECT.
4. THE DEMOLITION PLAN IS INTENDED TO SHOW REMOVAL OF KNOWN SITE FEATURES AND UTILITIES AS SHOWN ON THE SURVEY. THERE MAY BE OTHER SITE FEATURES, UTILITIES, STRUCTURES, AND MISCELLANEOUS ITEMS BOTH BURIED AND ABOVE GROUND THAT ARE WITHIN THE LIMITS OF WORK THAT MAY NEED TO BE REMOVED FOR THE PROPOSED PROJECT THAT ARE NOT SHOWN HEREON. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE TOWN, ENGINEER AND/OR OWNER PRIOR TO REMOVING ITEMS NOT SHOWN ON THE PLANS.
5. THE CONTRACTOR SHALL CONTACT RESPECTIVE UTILITY COMPANIES PRIOR TO DEMOLITION TO COORDINATE DISCONNECTION AND REMOVAL OF EXISTING UTILITIES WITHIN THE AREA OF WORK.
6. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES THAT ARE INTENDED TO CONTINUE TO PROVIDE SERVICE WHETHER THESE UTILITIES ARE SHOWN ON THE PLAN OR NOT.
7. UPON DISCOVERY OF ANY UNDERGROUND TANKS, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE. NO REMOVAL OF TANKS SHALL OCCUR UNTIL AUTHORIZED BY OWNER.
8. BUILDING AND APPURTENANCES DESIGNATED FOR DEMOLITION SHALL NOT BE DISTURBED BY THE CONTRACTOR UNTIL HE HAS BEEN FURNISHED WITH NOTICE TO PROCEED BY THE OWNER. AS SOON AS SUCH NOTICE HAS BEEN GIVEN, THE CONTRACTOR SHALL PERFORM THE DEMOLITION, UNDER THE DIRECTION OF THE OWNER'S REPRESENTATIVE.
9. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL UNSUITABLE MATERIAL AND DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL TOWN, STATE, AND FEDERAL LAWS AND ORDINANCES.
10. AS SOON AS DEMOLITION WORK HAS BEEN COMPLETED, THE FINAL GRADE OF BACKFILL IN DEMOLITION AREAS SHALL BE COMPACTED PER THE GEOTECHNICAL REPORT. CONTRACTOR TO PREVENT WATER FROM DRAINING ONTO ADJACENT PROPERTIES.
11. EXISTING TREES TO REMAIN SHOULD BE PROTECTED FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
12. APPROVAL FROM THE CHIEF ARBORIST IS REQUIRED BEFORE ANY TREES MAY BE REMOVED DURING DEMOLITION OR CONSTRUCTION.

Line Table		
Line #	Length	Direction
L1	105'	N72° 02' 48"W
L2	75'	S17° 19' 33"W
L3	105'	S72° 02' 48"W
L4	75'	N17° 19' 33"E

DEMOLITION LEGEND
DEMO AREA

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STATE OF TEXAS
BENJAMIN SOLLU
126490
LICENSED
PROFESSIONAL ENGINEER
02/25/26

HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
FIRM #26178
SBOLLU@HY-CONSULTING.COM
985-951-0413

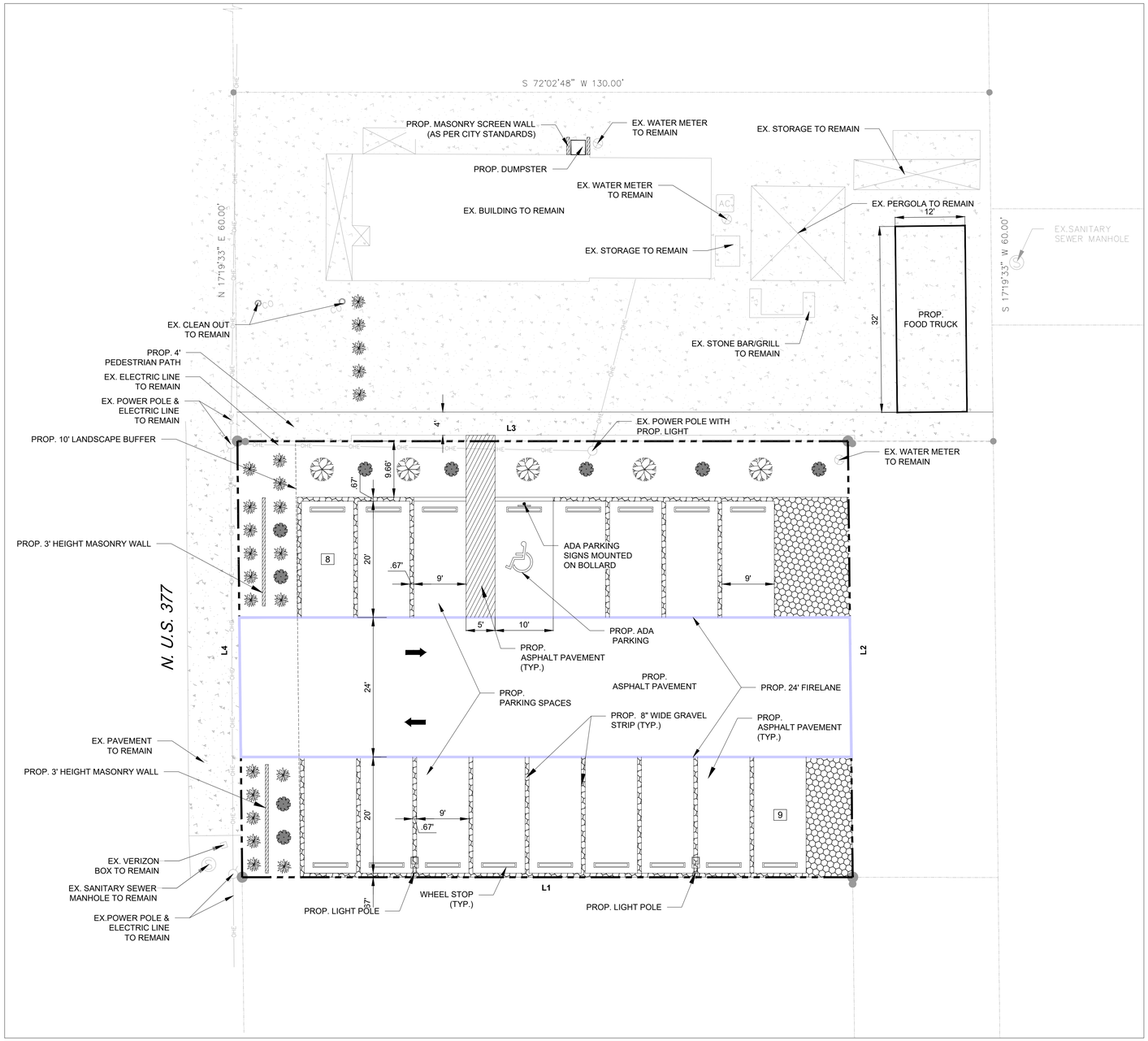
DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
36X24 1"=10'	S.BOLLU	MAR 2026

DEMOLITION PLAN
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-2.0

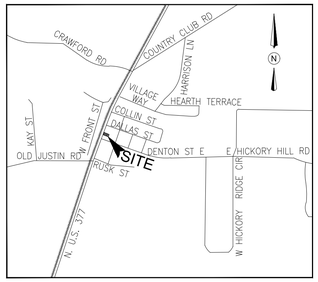
3 OF 15





EXISTING LEGEND

- BOUNDARY
- OVER-HEAD-ELECTRIC LINE
- 669 EXISTING MINOR CONTOURS
- 670 EXISTING MAJOR CONTOURS
- ADJECENT BOUNDRY
- CONCRETE PAVEMENT
- CONCRETE
- IRON ROD
- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE



VICINITY MAP
N.T.S.

SITE PLAN LEGEND

- BOUNDARY
- FIRE LINE
- STRIPING
- GRAVEL STRIP
- PARKING SPACES
- WHEEL STOPS
- HANDICAP SIGN

SITE DATA SUMMARY TABLE

SITE ACREAGE:	0.18 ACRES (7,875 S.F.)
ZONING:	OT- 1 - OLD TOWN 1 DISTRICT (RESIDENTIAL AND NON RESIDENTIAL USES)
PROPOSED USE:	COMMERCIAL - FOOD TRUCK
IMPERVIOUS AREA:	5965.24 S.F. (75.74%)
PERVIOUS/LANDSCAPE AREA:	1909.76 S.F. (24.26%)
PARKING REQUIRED:	-
REGULAR PARKING PROVIDED:	17 SPACES
HANDICAP PARKING REQUIRED:	1 SPACE
HANDICAP PARKING PROVIDED:	1 SPACE
TOTAL PARKING PROVIDED:	18 SPACES

Line Table

Line #	Length	Direction
L1	105'	N72° 02' 48"W
L2	75'	S17° 19' 33"W
L3	105'	S72° 02' 48"W
L4	75'	N17° 19' 33"E

LANDSCAPE SUMMARY TABLE

TYPE	REQUIRED	PROVIDED
CANOPY TREES	5	5
UNDERSTORY TREES	5	9
SHRUBS	18	23

SITE GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE TOWN OR LOCAL JURISDICTION STANDARDS.
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5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE TOWN ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
8. CONTRACTOR IS RESPONSIBLE FOR DESIGN AND GETTING APPROVALS OF RETAINING WALLS FROM THE TOWN AND OWNER BEFORE CONSTRUCTION BEGINS. RETAINING WALLS SHALL BE DESIGNED, SIGNED AND STAMPED BY ACTIVE TEXAS LICENSED PROFESSIONAL ENGINEER.

Know what's **below.**
Call before you dig.

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STATE OF TEXAS
BRENNAN M. BOLLU
126490
LICENSED
PROFESSIONAL ENGINEER
02/25/26

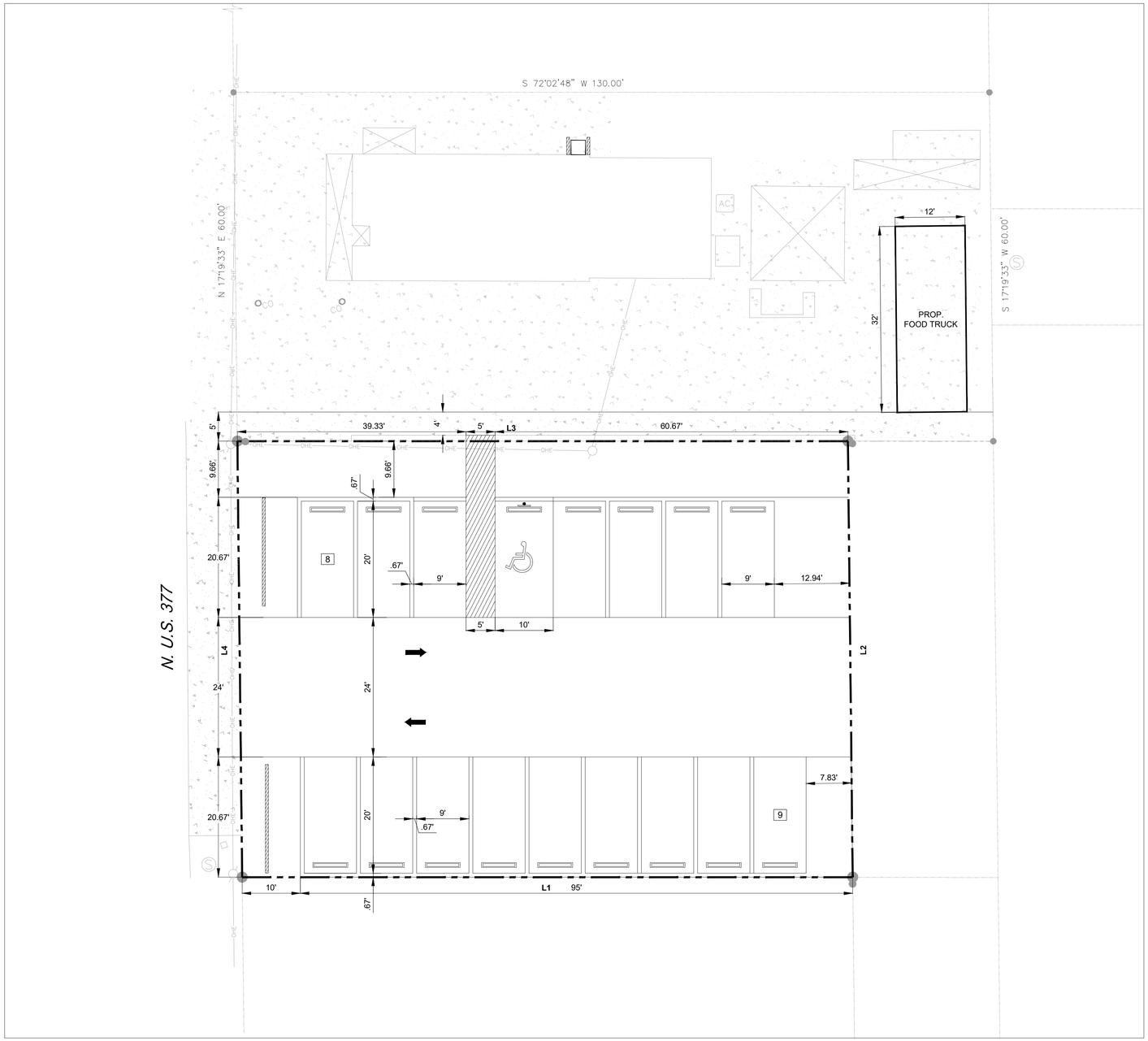
HY ENGINEERING LLC
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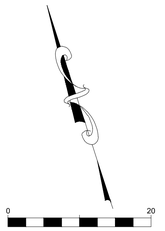
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S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
36X24 1"=10'	S.BOLLU	MAR 2026

SITE PLAN & LANDSCAPE PLAN
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO:
C-3.0





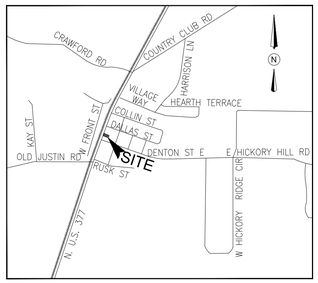
EXISTING LEGEND

- BOUNDARY
- OVER-HEAD-ELECTRIC LINE
- EXISTING MINOR CONTOURS
- EXISTING MAJOR CONTOURS
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- CONCRETE PAVEMENT
- CONCRETE
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- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE

DIMENSION CONTROL LEGEND

- BOUNDARY
- STRIPING
- PARKING SPACES
- WHEEL STOPS
- HANDICAP SIGN

Line Table		
Line #	Length	Direction
L1	105'	N72° 02' 48"W
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VICINITY MAP
N.T.S.

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REVISIONS

APP'D	REMARKS:	DATE:

STATE OF TEXAS
SHERMAN BOLLU
12690
LICENSED
PROFESSIONAL ENGINEER
02/25/26

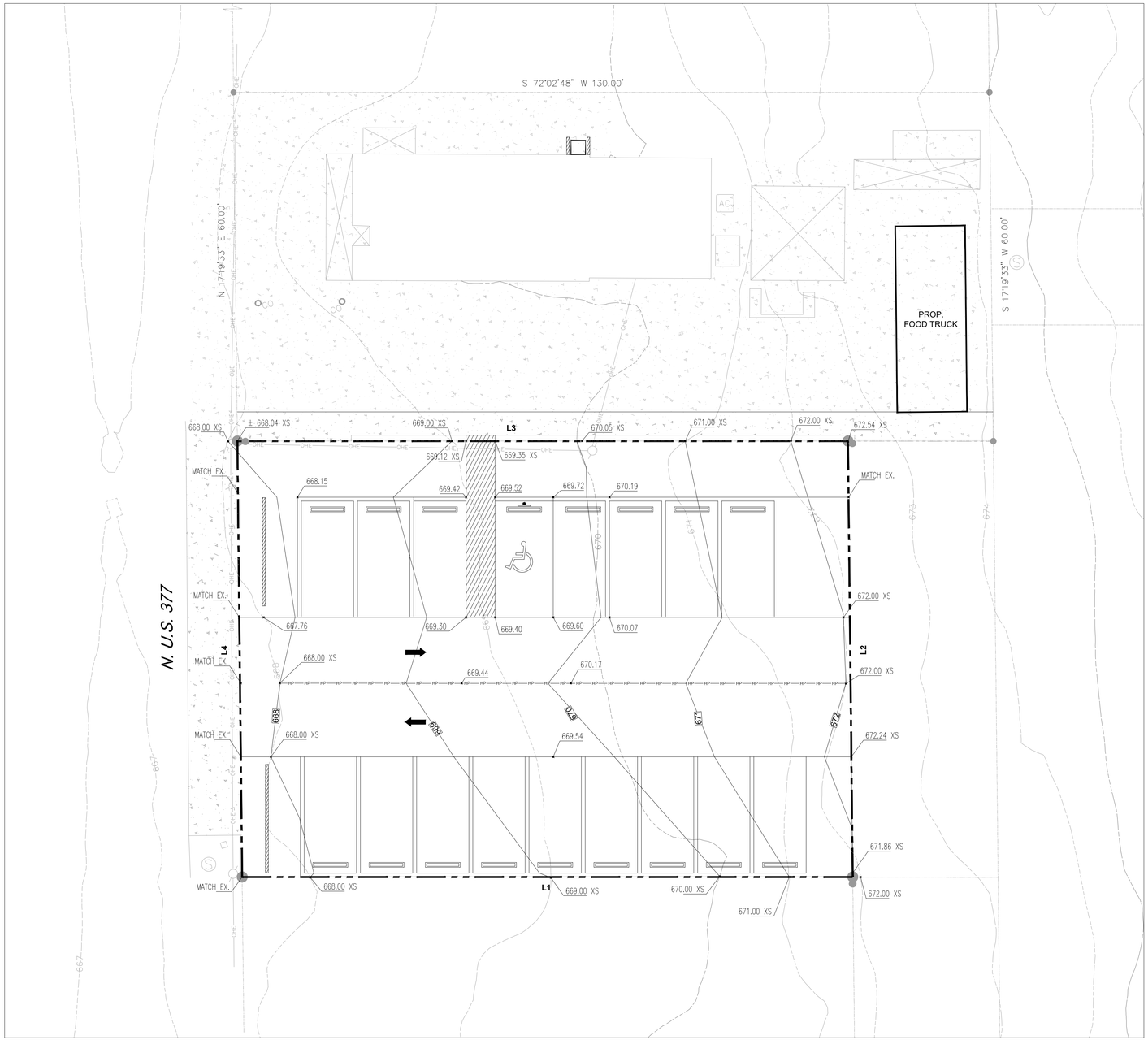
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S.BOLLU	S.BOLLU	2026-101

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36X24 1"=10'	S.BOLLU	MAR 2026

DIMENSION CONTROL PLAN
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO:
C-3.1



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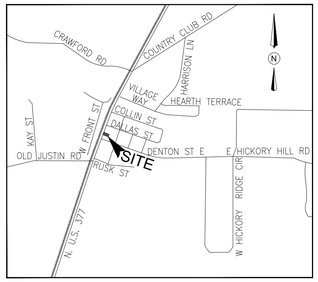
Scale: 1" = 10' Feet

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- CLEAN OUT
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GRADING LEGEND

EXISTING MINOR CONTOURS	669
EXISTING MAJOR CONTOURS	670
MINOR CONTOURS	669
MAJOR CONTOURS	670
SWALE	
HIGH POINT	
SPOT ELEVATION	670.04
EXISTING ELEVATION	672.00 XS



VICINITY MAP
N.T.S.

GRADING GENERAL NOTES

1. ALL SURPLUS EXCAVATION AND WASTE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IT SHALL BE HIS SOLE RESPONSIBILITY TO REMOVE SUCH SURPLUS EXCAVATION AND WASTE MATERIAL FROM THE SITE TO A PUBLIC DUMP SITE APPROVED FOR THE DISPOSAL OF SUCH MATERIALS. IF SURPLUS EXCAVATION IS REMOVED FROM THIS SITE TO ANOTHER PROPERTY, IT SHALL BE PLACED ON SUCH PROPERTY WITH THE WRITTEN CONSENT OF THE OWNER(S) OF SUCH PROPERTY. A COPY OF SUCH WRITTEN CONSENT SHALL BE PROVIDED TO THE OWNER. IF THE CONTRACTOR WISHES TO DISPOSE OF SURPLUS EXCAVATION ON-SITE, IT SHALL BE ONLY WITH THE PRIOR APPROVAL OF THE OWNERS PROJECT REPRESENTATIVE AND CARE SHOULD BE TAKEN TO AVOID BLOCKING NATURAL DRAINAGE AND INCREASING STEEP SLOPES. IF ANY OF THE HAULED EXCAVATION MATERIAL IS TAKEN TO ANOTHER LOCATION WITHIN THE CITY LIMITS, THE OWNER OF THE PROPERTY IS REQUIRED TO OBTAIN A LOT GRADING PERMIT BEFORE MATERIAL IS DELIVERED.

2. THE CONTRACTOR IS REQUIRED TO PROVIDE HIS OWN STAKING AND TO VERIFY PROJECT ELEVATIONS. "MATCH EXISTING" SHALL BE UNDERSTOOD TO APPLY TO BOTH VERTICAL ELEVATION AND HORIZONTAL ALIGNMENT.

3. THE CONTRACTOR SHALL PREPARE ALL LANDSCAPE AREAS INCLUDING STREET RIGHT-OF-WAY AREAS TO AN ACCEPTABLE SUBGRADE CONDITION IN ACCORDANCE WITH THE LANDSCAPE PLANS. IF THE CONTRACTOR IS NOT EMPLOYED TO PROVIDE AND INSTALL LANDSCAPING, HE SHALL PREPARE A FINISHED AND COMPACTED SUB-GRADE IN THE LANDSCAPING AREAS.

4. NO SLOPES TO EXCEED 3H:1V WITHOUT SLOPE STABILIZATION.

5. ELEVATIONS AND CONTOURS SHOWN HERE ARE BASED ON THE AVAILABLE LIDAR DATA. FIELD VERIFY THE ELEVATIONS BEFORE THE CONSTRUCTION BEGINS AND NOTIFY THE ENGINEER IF ANY DISCREPANCY EXISTS

Know what's **below.**
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REVISIONS	REMARKS:	DATE:	APP'D

STATE OF TEXAS
BRENNAN SCOTT BOLLU
126490
LICENSED
PROFESSIONAL ENGINEER
02/25/26

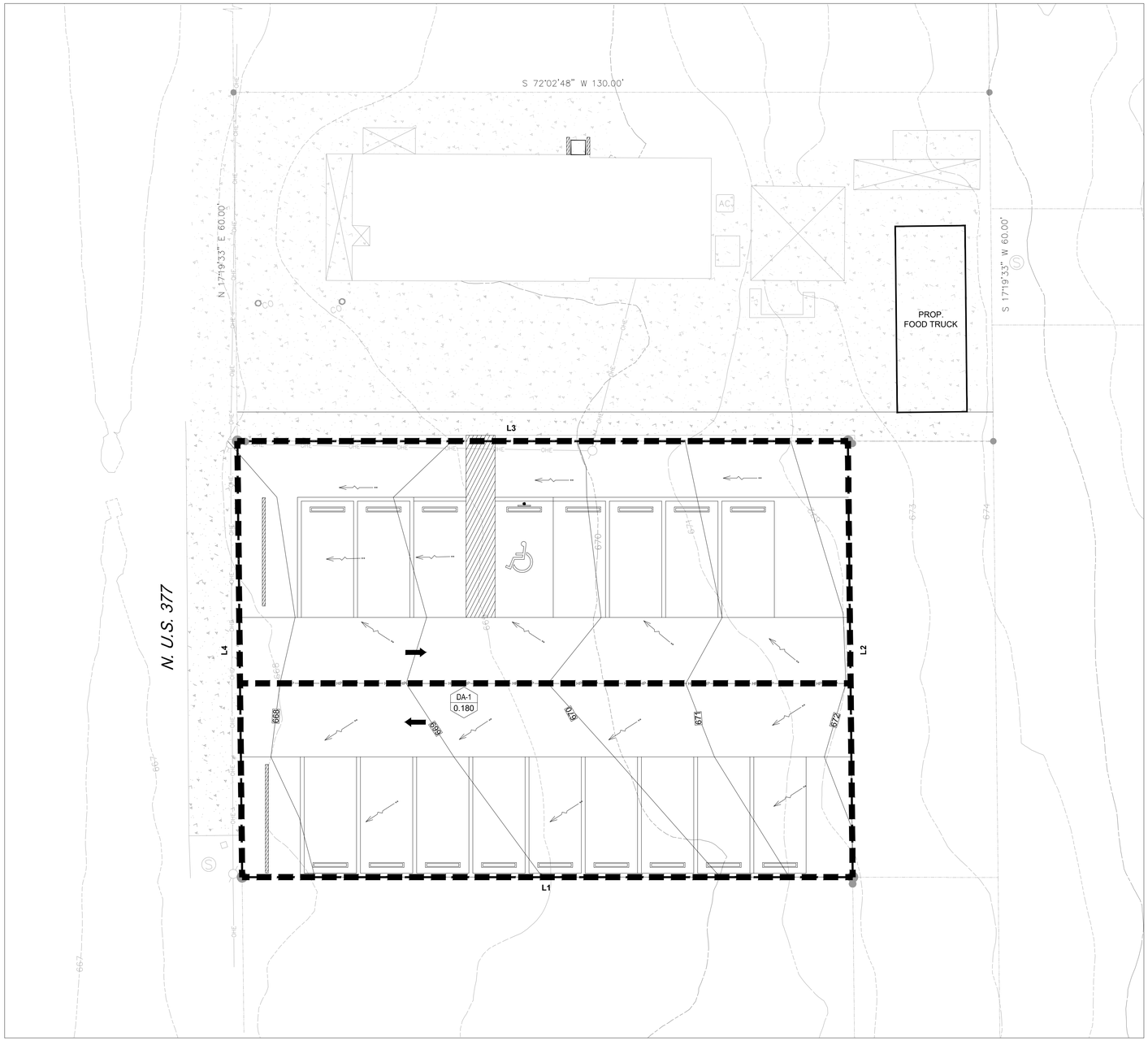
HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
FIRM #26178
SBOLLU@HY-CONSULTING.COM
985-951-0413

DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE: 36X24	DRAWN BY:	DATE:
1"=10'	S.BOLLU	MAR 2026

GRADING PLAN
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-4.0



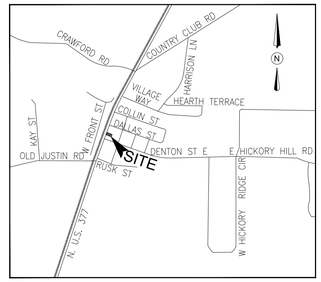


EXISTING LEGEND

	BOUNDARY
OHE OHE	OVER-HEAD-ELECTRIC LINE
669	EXISTING MINOR CONTOURS
670	EXISTING MAJOR CONTOURS
	ADJECENT BOUNDRY
	CONCRETE PAVEMENT
	CONCRETE
	IRON ROD
	POWER POLE
	WATER METER
S	SANITARY SEWER MANHOLE
	VERIZON BOX
	CLEAN OUT
	IRRIGATION CONTROL VALVE

POST-DRAINAGE LEGEND

EXISTING MINOR CONTOURS	669
EXISTING MAJOR CONTOURS	670
PROPOSED MINOR CONTOURS	669
PROPOSED MAJOR CONTOURS	670
DRAINAGE DIVIDE	
DRAINAGE AREA NO.	DA-1
DRAINAGE AREA ACREAGE	0.180
DRAINAGE FLOW DIRECTION	



VICINITY MAP
N.T.S.

FLOOD PLAIN NOTE

THIS PROPERTY IS LOCATED WITHIN OTHER AREAS ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48121C0510G, MAP EFFECTIVE DATE APRIL 18, 2011.

PRE DEVELOPMENT DRAINAGE CALCULATIONS

Drainage Area	C	Tc (min)	I-10 (in/hr)	I-25 (in/hr)	I-50 (in/hr)	I-100 (in/hr)	A (acres)	Q10 Peak (cfs)	Q25 Peak (cfs)	Q50 Peak (cfs)	Q100 Peak (cfs)	Remark
DA-1	0.30	10	6.61	7.8	8.71	9.6	0.180	0.36	0.42	0.47	0.52	Sheet Flow to N. U.S. 377 HIGHWAY
					TOTAL		0.180	0.36	0.42	0.47	0.52	

POST DEVELOPMENT DRAINAGE CALCULATIONS

Drainage Area	C	Tc (min)	I-10 (in/hr)	I-25 (in/hr)	I-50 (in/hr)	I-100 (in/hr)	A (acres)	Q10 Peak (cfs)	Q25 Peak (cfs)	Q50 Peak (cfs)	Q100 Peak (cfs)	Remark
DA-1	0.78	10	6.61	7.8	8.71	9.6	0.180	0.93	1.10	1.22	1.35	Sheet Flow to N. U.S. 377 HIGHWAY
					TOTAL		0.180	0.93	1.10	1.22	1.35	

Weighted Runoff Calculations:
C = (Impervious Area(Asphalt) X 0.9 + Pervious Area(Grass) X 0.3+ Pervious Area(Gravel) X 0.6)/Total Area
DA-1: Impervious Area(Asphalt) =0.137; Pervious Area(Grass) = 0.031;Pervious Area(Gravel) = 0.012
C = (0.137 X 0.9 + 0.031 X 0.3+ 0.012 X 0.60)/0.180 = 0.78

NOTE: INTENSITIES ARE BASED ON ISWM TECHNICAL MANUAL

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REVISIONS	REMARKS:	DATE:	APP'D

STATE OF TEXAS
BRENNAN M. BOLLU
126490
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02/25/26

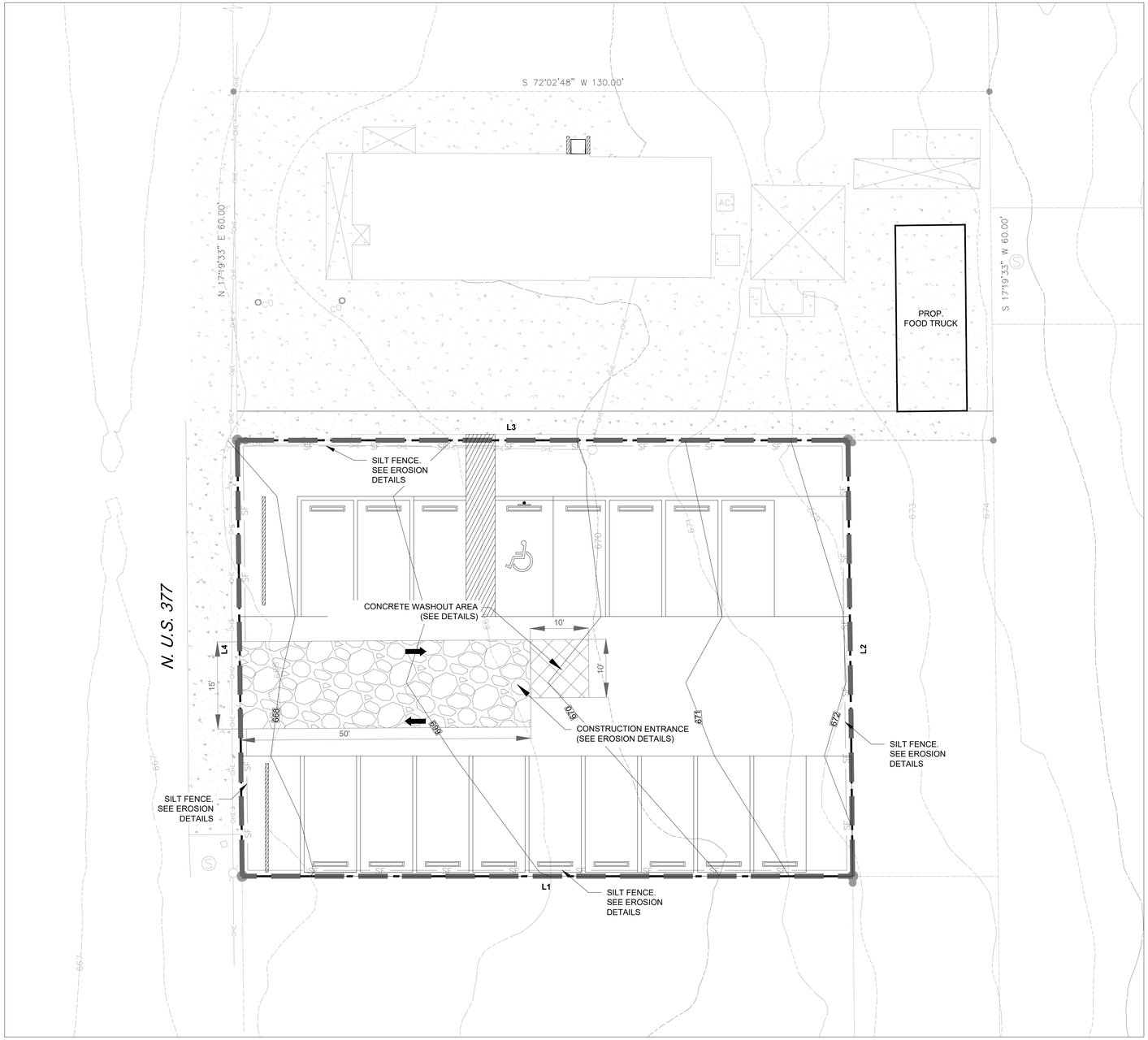
HY ENGINEERING LLC
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DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
36X24 1"=10'	S.BOLLU	MAR 2026

DRAINAGE PLAN
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

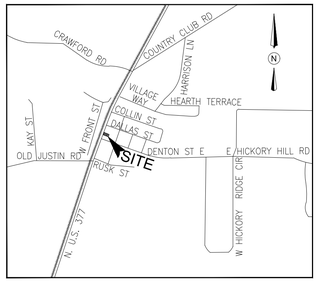
SHEET NO:
C-5.0





EXISTING LEGEND

	BOUNDARY
OHE OHE	OVER-HEAD-ELECTRIC LINE
669	EXISTING MINOR CONTOURS
670	EXISTING MAJOR CONTOURS
	ADJECENT BOUNDRY
	CONCRETE PAVEMENT
	CONCRETE
	IRON ROD
	POWER POLE
	WATER METER
S	SANITARY SEWER MANHOLE
	VERIZON BOX
	CLEAN OUT
	IRRIGATION CONTROL VALVE



VICINITY MAP
N.T.S.

EROSION CONTROL LEGEND

TEMPORARY CONSTRUCTION ENTRANCE	
TEMPORARY CONCRETE WASHOUT AREA	
TEMPORARY SILT FENCE	SF
LIMITS OF DISTURBANCE	

EROSION CONTROL GENERAL NOTES

1. EVERY SOIL DISTURBING ACTIVITY SHALL HAVE AN ACCOMPANYING EROSION CONTROL PLAN .
2. THE CONTRACTOR SHALL COMPLY WITH THE TOWN'S STORM WATER ORDINANCE, THE GENERAL CONSTRUCTION PERMIT AND ANY OTHER STATE AND/OR LOCAL REGULATIONS.
3. THE SITE SHALL BE INSPECTED BY THE CONTRACTOR OR HIS REPRESENTATIVE WEEKLY, AND AFTER ANY MAJOR STORM. ADJUSTMENTS/REPAIRS TO THE EROSION CONTROL MEASURES SHOULD BE MADE AS NEEDED.
4. CONTRACTOR SHALL VEGETATE ALL DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF GRADING ACTIVITIES. FINAL ACCEPTANCE OF A SITE SHALL BE CONTINGENT UPON VEGETATION BEING ESTABLISHED IN ALL DISTURBED AREAS.
5. ADEQUIATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.
6. TEMPORARY STONE STABILIZED CONSTRUCTION ENTRANCE SHALL HAVE THE FOLLOWING MINIMUM DIMENSIONS: 15' WIDE X 50' LONG X 6" DEEP. (2"-5" COARSE AGGREGATE). PLACE FILTER FABRIC UNDER STONE .
7. THE CONCRETE WASHOUT AREA IS TO BE USED AS A VEHICLE WASH DOWN AREA FOR DEBRIS AND SOIL REMOVAL PRIOR TO EXITING THE SITE.

EROSION CONTROL SUMMARY

PROJECT DESCRIPTION:	SITE GRADING, CONSTRUCTION OF PARKING LOT, UNDERGROUND AND ABOVE GROUND UTILITIES & CONSTRUCTION OF PROPOSED SITE.
SEQUENCE OF ACTIVITIES:	THE CONTRACTOR WILL SCHEDULE THE PROJECT IN A SERIES OF PHASES. IN GENERAL, THE SEQUENCE OF THESE PHASES WILL CONSIST OF: 1. INSTALL EROSION CONTROL BMP'S. 2. REMOVE EXISTING TREES AND STRUCTURES. 3. BEGIN EARTHWORK. 4. INSTALL WET AND DRY UTILITIES. 5. INSTALL STORM SEWER LINES AND INLETS. 6. BEGIN SITE GRADING. 7. INSTALL DRIVEWAY AND PARKING LOT. 8. INSTALL TREES, SHRUBS, ETC. AND RESTORE ALL DISTURBED VEGETATION. 9. REMOVAL OF EXISTING EROSION CONTROL BMP'S & INSTALLATION OF PERMANENT EROSION CONTROL BMP'S.
SOIL DISTURBING ACTIVITIES:	SOIL DISTURBING ACTIVITIES WILL INCLUDE CLEARING & GRUBBING, GRADING, TRENCHING IN PREPARATION FOR INSTALLING UTILITIES, PARKING LOT, EROSION & SEDIMENTATION CONTROLS AND TOPSOIL WORK FOR FINAL PLANTING AND SEEDING.
TOTAL PROJECT AREA:	0.18 ACRES
TOTAL DISTURBED AREA:	0.18 ACRES

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REVISIONS	REMARKS:	DATE:	APP'D

STATE OF TEXAS · BENJAMIN BOLLU · 126490 · LICENSED · PROFESSIONAL ENGINEER
02/25/26

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DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
36X24 1"=10'	S.BOLLU	MAR 2026

EROSION CONTROL PLAN
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-6.0

1. VEGETATIVE STABILIZATION

This chapter provides standards and specifications for the use of vegetative BMPs for controlling erosion due to land disturbing activities. These methods are primarily for preventing erosion caused by rainfall impact and storm water runoff. The timely use of temporary and permanent ground covers can have a dramatic effect on the amount of erosion that will leave the site of land disturbing activity.

Material specifications listed in this Chapter use the latest versions of the North Central Texas Council of Governments, Standard Specifications for Public Works Construction, the Town of Argyle, Special Provisions to Standard Specifications for Public Works Construction and the Texas Department of Transportation, Standard Specifications for Construction of Highways, Streets and Bridges to the maximum extent possible.

2. TEMPORARY SEEDING

A. Description: The planting of fast growing annual grasses or small grains to provide initial, temporary ground cover for disturbed areas.

B. Purpose: To temporarily stabilize disturbed land areas and earthen BMPs that will not be brought to final grade or have permanent stabilization applied within a period of 30 days.

C. Applications: This practice applies to graded areas, soil areas with sparse vegetation, and soil areas with no vegetation. Specific construction site applications include diversions, earth dams, temporary sediment basins, roadway embankments, rough graded areas and soil stockpiles.

D. Limitations: The application of temporary seeded ground cover has the following limitations:

1) Areas must be re-seeded or permanently stabilized within 1-year.
2) High cost for short term uses.
3) Improper attention to materials and application techniques can lead to higher maintenance costs and severe erosion damage.
4) Not applicable to areas used by foot and vehicle traffic.
5) Not applicable to areas with excessive stormwater runoff or high velocity runoff.

E. Design Criteria: Comply with requirements of NCTCOG Standard Construction Specification Item No. 202, Landscaping.

F. Material Specifications: Comply with requirements of NCTCOG Standard Construction Specification Item No. 202, Landscaping.

G. Maintenance Requirements: inspect areas with temporary ground cover weekly and immediately after heavy rainfall events. Repair rills, bare areas, and washouts immediately and re-seed to establish temporary ground cover. Watering may be required to initiate the germination process. The use of annual grasses requires that the areas be re-seeded yearly or be stabilized with permanent ground cover. Protect seeded areas from foot and vehicle traffic.

3. PERMANENT SEEDING

A. Description: Stabilizing disturbed ground areas by establishing perennial vegetative ground cover by seeding.

B. Purpose: To permanently stabilize disturbed areas by establishing a relatively low cost, maintainable ground cover.

C. Applications: Permanent vegetative techniques can and should be applied to almost all construction sites at the completion of the project. Permanent seeding is used on fine- graded areas on which long-lived vegetative ground cover is the most practical and effective method for stabilizing the soil. The method can also be used on rough-graded areas that will not be brought to final grade for more than a year.

D. Limitations: The application of permanent seeded ground cover has the following limitations:

1) Seasonal limits on suitable seeding dates for specific varieties of seed.
2) Improper attention to materials and application techniques can lead to higher maintenance costs and severe erosion damage.
3) Not applicable to areas used by foot and vehicle traffic.
4) Not applicable to areas with excessive stormwater runoff or high velocity runoff.
5) Not applicable to steep slopes. Slopes steeper than 3H:1V restrict the use of equipment for seedbed preparation and mowing.
6) May require permanent irrigation.

E. MATERIAL SPECIFICATIONS: Comply with requirements of the North Central Texas Council of Governments (NCTCOG), Standard Specifications for Public Works Construction, Item 202.6.1 - Seeding, along with Item 202.4 - Fertilizer.

F. Maintenance Requirements: Repair rills, bare areas, and washouts immediately and re-seed to establish permanent ground cover. Watering, fertilization and soil supplements may be required to initiate the germination process and to maintain permanent ground cover. Protect seeded areas from excessive water runoff and traffic prior to establishing vegetation. May require periodic mowing and weed control.

4. REMNANT SODDING

A. Description: Stabilizing bare ground areas by laying a continuous cover of grass sod.

B. Purpose: To provide immediate vegetative stabilization to disturbed land areas and earthen BMPs.

C. Applications: Practice applies to disturbed land areas that require immediate and permanent ground cover or where sodding is the preferred method of establishing grass. Locations that are particularly well suited to stabilization with sod include:

1) Swales, channels and ditches carrying storm water at acceptable velocities.
2) Steeper slopes than can be stabilized by normal seeding.
3) Residential or commercial lawns and golf courses where prompt use and aesthetics are important.
4) Areas around drop inlets after the drainage basin has been stabilized.

D. Limitations: The application of sod ground cover has the following limitations:

1) More costly to install than seeding.
2) More difficult to obtain, transport and store.
3) May require permanent irrigation.

E. Material Specifications: Comply with requirements of the North Central Council of Governments (NCTCOG), Standard Specifications for Public Works Construction, Item 202.5.1 - Solid Sod, along with Item 202.4 - Fertilizer.

F. Maintenance Requirements: Repair rills and washouts immediately and re-sod to establish permanent ground cover. Watering, fertilization and soil supplements may be required to establish and maintain permanent ground cover. Remove dead sod and replace promptly. May require periodic mowing and weed control. Slopes steeper than 3H:1V will require staking of the sod to hold it in place.

5. OTHER BMP's

Other BMP's shall be included in the design plans.

All inlet protection shall meet the requirements of Erosion Control BMP's found in the latest edition of Standard for Construction, North Central Texas Council of Governments (NCTCOG).

APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

NO.	REVISION	BY	DATE

TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
EROSION & BMP NOTES
DATE: DECEMBER, 2016 — SHEET NO. SD-38

REVISED: 12/21/16 - KBURKS H:\Projects\Argyle\Std_Details\STD-38.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: AVERCRUYSSE ON 1/20/2017

4. TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT

A. Description: An aggregate area or pad located where vehicles enter and leave a construction site.

B. Purpose: To provide an area where vehicles can remove mud and sediment from their tires prior to driving on public streets. If used properly, it reduces the requirement to remove sediment from public streets, directs the majority of traffic to a single location, and provides protection for other BMPs on site through traffic control.

C. Applications: Use wherever traffic will be leaving a construction site and moving directly onto a public road or an off-site paved surface. Primary installations include exits from storage areas, staging areas, truck haul routes, and borrow/spoil areas.

D. Limitations: Selection of the stone construction exit/entrance location is critical, since to be effective all traffic must use the area(s) to exit a site. The device is not suitable for use on long, linear projects unless there are designated points for controlled access. Contractors shall clean-up excessive stone from existing paved streets during the construction process.

E. Design Criteria:

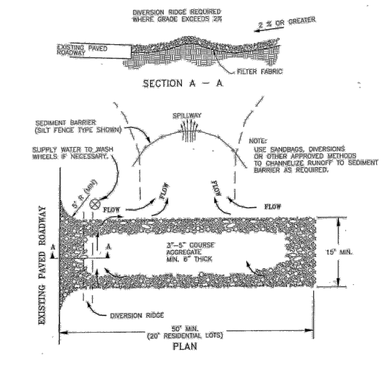
1) Minimum Pad Dimensions: Width = 15 feet or total width of vehicle access, whichever is greater.
Length = 50 feet (Residential lots use 20')
Depth = 6 inches
2) Grade: Avoid grades steeper than 5% and grade to drain back on to the site or to another BMP to control off-site sedimentation.
3) Location: Locate the construction entrance/exit to limit the amount of sediment that leaves the construction site and to provide for maximum use by vehicles leaving the site. Do not place along curves in the public roadway.
4) Filter Fabric: Shall be used for installations with a construction period of more than 6 months, where heavy truck traffic is anticipated daily, or very weak sub-grade soils are present.

F. Material Specifications

1) Aggregate: Natural stone or re-cycled concrete meeting the gradation requirements
- Passing 5-inch Sieve 100%
- Retained 2-inch Sieve 100%

2) Filter Fabric: NCTCOG Item 201.5.2.1

Maintenance Requirements: Inspections should be made weekly and after rain storm events to ensure that the device is functioning properly. When sediment or mud has clogged the void spaces between the stones or mud is being tracked onto the public roadway the aggregate pad must be washed down or replaced. Runoff from the wash-down operation shall not be allowed to drain directly off site without first flowing through another BMP to control off-site sedimentation. Periodic re-grading or the addition of new stone may be required to maintain the efficiency of the installation.



TEMPORARY STONE CONSTRUCTION ENTRANCE / EXIT
N.T.S.

APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

NO.	REVISION	BY	DATE

TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
TEMP. STONE CONSTRUCTION ENTRANCE–EXIT
DATE: DECEMBER, 2016 — SHEET NO. SD-25

REVISED: 12/21/16 - KBURKS H:\Projects\Argyle\Std_Details\STD-25.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: AVERCRUYSSE ON 1/20/2017

6. SILT FENCE

A. Description: A temporary sediment barrier consisting of filter fabric stretched between and attached to metal or wooden posts, with the bottom of the fabric firmly embedded in the soil. At installations draining larger areas the filter fabric will be attached to a hog wire support that is attached to the fence posts.

B. Purpose: To slow the flow of sediment laden water from small disturbed areas to allow sedimentation to occur and to filter out larger sediment particles as the water flows through the filter fabric.

C. Applications: Silt fence is normally used as a perimeter control immediately downstream of small disturbed areas. It can also be used as a flow diversion for very small drainage areas, but does not function as well as a normal diversion channel and is usually much more expensive.

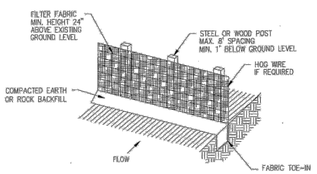
D. Limitations: Do not install silt fences across channels, ditches, streams, pipe outlets, or areas of concentrated water flow. Silt fence locations can limit construction vehicle access so the locations should be well planned to prevent obstructions. Water will pond behind the silt fence, resulting in localized flooding during major rain events.

E. Design Criteria: Place silt fence along perimeter of site where disturbed area sheet runoff must be controlled. Limit the drainage area to 0.25 acres per 100 lineal feet of fence. Provide wire support backing whenever the drainage area exceeds 0.10 acres per 100 lineal feet of fence. Maximum post spacing shall not exceed 8 feet. Stone overflow structures or other outlet device shall be installed at all low points along the fence or every 300 feet if there is no apparent low point.

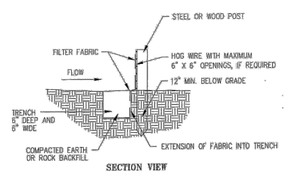
F. Material Specifications:

1) Filter Fabric: NCTCOG Item 201.5.2.1
2) Stone Overflow: NCTCOG Item 201.5.2.4
3) Wire Support: NCTCOG Item 201.5.2.3
4) Fence Posts: NCTCOG Item 201.5.2.2

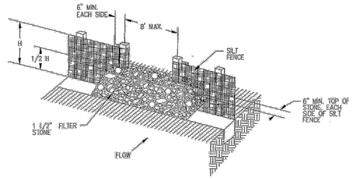
Maintenance Requirements: Silt fence should be inspected weekly and after major rain events to ensure that the device is functioning properly. Remove sediment from behind fence when the depth of sediment has built up to one-third the height of the fence above grade. Inspect the base of the fence to ensure that no gaps have developed and re-trench as necessary. Inspect fence posts to ensure that they are properly supporting the fence. Straighten, reset and add posts if necessary. If filter fabric is ripped, damaged or deteriorated, replace it in accordance with the original specifications and details.



ISOMETRIC VIEW



SECTION VIEW



STONE OVERFLOW STRUCTURE
N.T.S.

SILT FENCE
N.T.S.

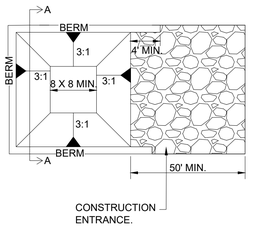
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DECEMBER 13, 2016

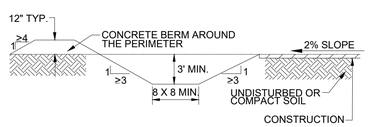
NO.	REVISION	BY	DATE

TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
SILT FENCE – STONE OVERFLOW STRUCTURE
DATE: DECEMBER, 2016 — SHEET NO. SD-27

REVISED: 12/21/16 - KBURKS H:\Projects\Argyle\Std_Details\STD-27.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: AVERCRUYSSE ON 1/20/2017

NOTES
1. SEE PLAN VIEW FOR CWA INSTALLATION LOCATION.
2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRANAIGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS WITH INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINE ABOVE GROUND STORAGE SHOULD BE USED.
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
4. CWA SHALL INCLUDE FLAT SUBSURFACE PIT THAT IS AT LEAST 8' x 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.
6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.
9. INSPECT BMPs EACH WORKDAY, AND MAINTAIN IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
10. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
11. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
12. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
13. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN SHALL BE TRANSPORTED FROM THE JOB SITE IN A CONTAINER AND DISPOSED OF PROPERLY.
14. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
15. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BE THE LOCAL JURISDICTION.





CONCRETE WASHOUT AREA DETAIL
N.T.S.

NOTE:
CONTRACTOR TO VERIFY WITH TOWN REQUIREMENTS. SHOULD THE TOWN REQUIREMENTS DIFFER FROM DETAIL, THE TOWN REQUIREMENTS WILL SUPERCEDE.

CADD FILE NAME: BASE

REVISIONS | DATE: | REMARKS: | APP'D

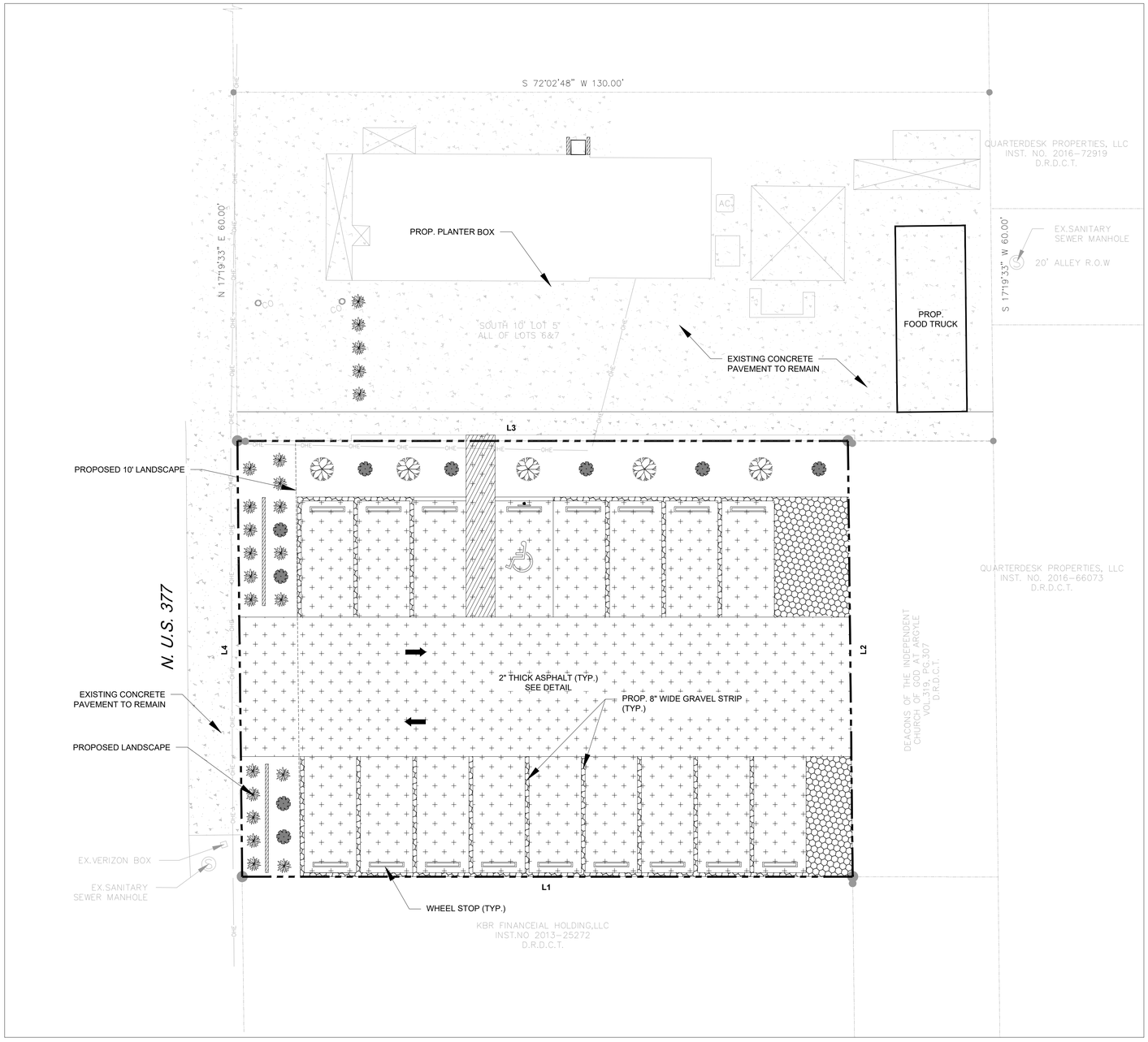
STATE OF TEXAS — BENJAMIN BOLLU — 126490 — LICENSED PROFESSIONAL ENGINEER — FINAL
B. Sbollu
02/25/26

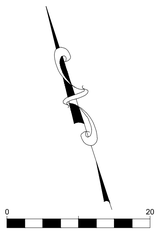
HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
FIRM #26178
SBOLLU@HY-CONSULTING.COM
985-951-0413

DESIGNED BY: S.BOLLU | CHECKED BY: S.BOLLU | PROJECT NO. 2026-101
SCALE: 36X24 1"=10' | DRAWN BY: S.BOLLU | DATE: MAR 2026

EROSION CONTROL DETAILS
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

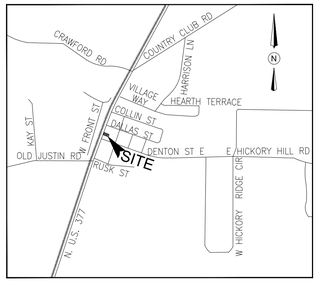
SHEET NO.
C-6.1





EXISTING LEGEND

- BOUNDARY
- OVER-HEAD-ELECTRIC LINE
- EXISTING MINOR CONTOURS
- EXISTING MAJOR CONTOURS
- ADJECENT BOUNDRY
- CONCRETE PAVEMENT
- CONCRETE
- IRON ROD
- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE



VICINITY MAP
N.T.S.

PAVING LEGEND

- 2" ASPHALT PAVEMENT
- GRAVEL AREA

PAVING GENERAL NOTES

1. STRIP & REMOVE FROM THE CONSTRUCTION AREA ALL TOPSOIL, ORGANICS & VEGETATION TO A MINIMUM DEPTH OF 6 INCHES.
2. THE CONTRACTOR SHALL PROCEED WITH PAVING NO MORE THAN SEVENTY-TWO (72) HOURS AFTER DENSITY/MOISTURE TESTS HAVE BEEN TAKEN AND PASSED BY A REGULAR TESTING FIRM.
3. MANHOLE RIM ELEVATIONS, CLEAN-OUTS, VALVE BOXES, ETC. SHALL BE ADJUSTED TO FINISHED GRADE BY THE PAVING CONTRACTOR AT THE TIME OF PAVING.
4. GC TO VERIFY PAVING & SUBGRADE THICKNESS WITH GEO TECH REPORT AND FOLLOW GEO TECH RECOMMENDATIONS.

PROPOSED FLEXIBLE PAVEMENT RECOMMENDATIONS				
PAVEMENT THICKNESS & STRENGTH	LEGEND	BASE COURSE RECOMMENDATIONS	SUBGRADE RECOMMENDATIONS	PROPOSED USE
2" ASPHALTIC SURFACE COURSE		8" BASE COURSE (CRUSHED CONCRETE / LIME ROCK)	12" STABILIZED SUBGRADE (LBR >40)	FIRE LANE, DRIVE AISLE AND PARKING LOTS

NOTE: PAVEMENT THICKNESS SHOWN HERE IS FOR REFERENCE ONLY.
GEOTECHNICAL ANALYSIS IS REQUIRED AND REFER GEOTECH REPORT FOR RECOMMENDATIONS AND DETAILS

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STATE OF TEXAS · SHERMAN BOLLU · 126490 · LICENSED PROFESSIONAL ENGINEER
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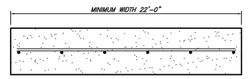
DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
36X24 1"=10'	S.BOLLU	MAR 2026

PAVING PLAN
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

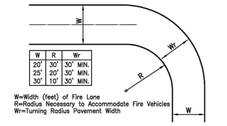
SHEET NO:
C-7.0

10 OF 15

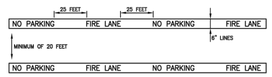


1. ALL FIRE LANES SHALL BE PAVED WITH A MINIMUM OF 8 INCHES OF REINFORCED CONCRETE PAVEMENT (3600 PSI NCTCOG CLASS C CONCRETE) WITH #3 REBAR PLACED ON 18 INCH CENTERS. EACH WAY ON A 6 INCH LIME STABILIZED SUBGRADE. THE SUBGRADE SHALL BE STABILIZED WITH HYDRATED LIME IN SUFFICIENT AMOUNT TO REDUCE THE PLASTICITY INDEX BELOW FIFTEEN (15). LIME SERIES TEST SHALL BE RAN IN THE FIELD EVERY 500 FEET AND AT CHANGE IN MATERIAL TO DETERMINE LIME APPLICATION TO ACHIEVE OPTIMUM LIME.

FIRE LANE PAVING & JOINT DETAIL

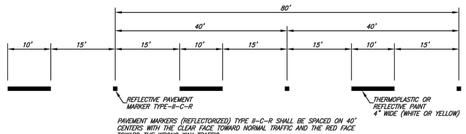


FIRE LANE DESIGN



1. THE FIRE CHIEF IS AUTHORIZED TO DESIGNATE FIRE LANES.
2. FIRE LANES SHALL BE MARKED BY SIX INCH (6") WIDE LINES USING RED TRAFFIC PAINT, WITH THE WORDING "NO PARKING" AND "FIRE LANE" PAINTED ON THE LINES AT INTERVALS OF TWENTY-FIVE (25'). THE LETTERING WILL BE FOUR INCHES (4") HIGH WITH A ONE INCH (1") WIDE STROKE PAINTED WITH WHITE TRAFFIC PAINT.
3. FIRE LANES SHALL BE A MINIMUM OF TWENTY-FEET (20') IN WIDTH.
4. ANY DEAD-END FIRE LANE MORE THAN ONE HUNDRED FIFTY-FEET (150') LONG SHALL PROVIDE A TURN AROUND OF ONE HUNDRED FEET (100') IN DIAMETER AT THE CLOSED END.

FIRE LANE MARKING



PAVEMENT MARKERS (REFLECTORIZED) TYPE II-C-R SHALL BE SPACED ON 40' CENTERS WITH THE CLEAR FACE TOWARD NORMAL TRAFFIC AND THE RED FACE TOWARD THE WRONG WAY TRAFFIC.

LANE LINE PAVEMENT MARKING

APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

NO.	REVISION	BY	DATE

TOWN OF ARGYLE, TEXAS

STANDARD CONSTRUCTION DETAILS

PAVEMENT MARKINGS

DATE: DECEMBER, 2016 — SHEET: SD-10

REVISED: 12/21/16 – KBURKS H:\Projects\Argyle\Std_Details\STD-10.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: AVERONUYSSE ON 1/30/2017

CADD FILE NAME: BASE

REVISIONS | DATE: | REMARKS: | APP'D

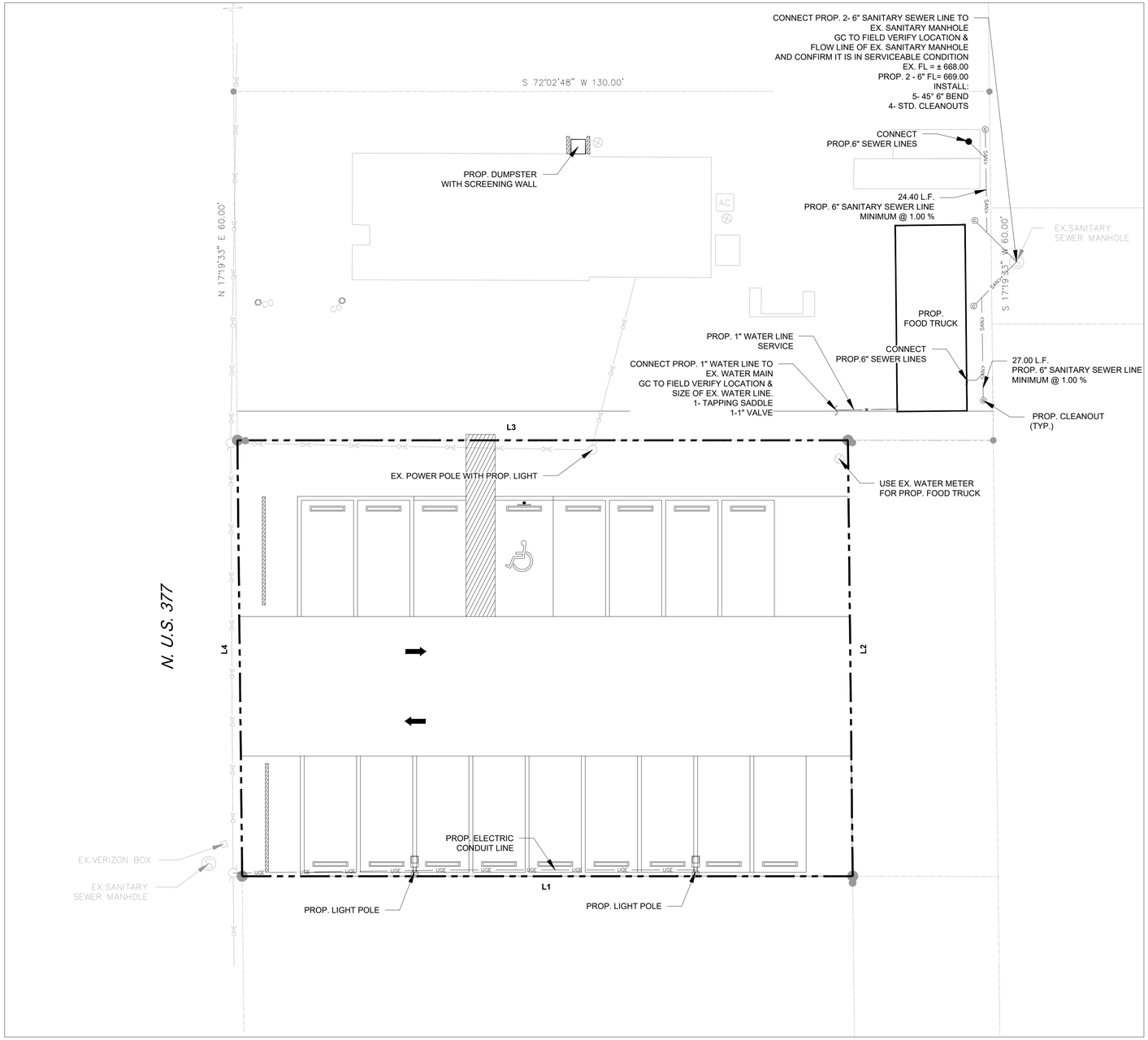


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PROJECT NO. 2026-101
SCALE: 36X24 1"=10'
DRAWN BY: S.BOLLU
DATE: MAR 2026

PAVING DETAILS
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
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EXISTING LEGEND

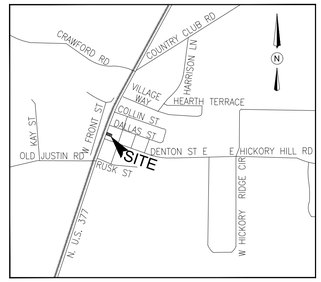
	BOUNDARY
OHE OHE	OVER-HEAD-ELECTRIC LINE
669	EXISTING MINOR CONTOURS
670	EXISTING MAJOR CONTOURS
	ADJECENT BOUNDRY
	CONCRETE PAVEMENT
	CONCRETE
	IRON ROD
	POWER POLE
	WATER METER
S	SANITARY SEWER MANHOLE
	VERIZON BOX
	CLEAN OUT
	IRRIGATION CONTROL VALVE

UTILITY LEGEND

SANITARY SEWER LINE	SAN>
WATER LINE	W
SANITARY SEWER MANHOLE	S
SANITARY SEWER CLEANOUT	C
DOMESTIC WATER METER	W

UTILITY GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE TOWN/UTILITY COMPANY STANDARDS.
2. FIELD VERIFY LOCATION OF EXISTING WATER MAIN , SEWER MAIN, GAS, TELEPHONE AND ELECTRICAL LINE. POT HOLE RECOMMENDED PRIOR TO CONSTRUCTION BEGIN. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH UTILITY SERVICE PROVIDERS.
3. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
4. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
5. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
6. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.



VICINITY MAP
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STATE OF TEXAS
BRENNAN M. BOLLU
126490
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PROFESSIONAL ENGINEER
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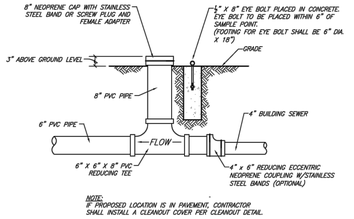
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SCALE: 36X24	DRAWN BY:	DATE:
1"=10'	S.BOLLU	MAR 2026

UTILITY PLAN
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

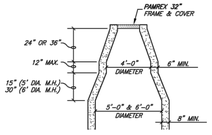
SHEET NO.
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NOTE:
IF PROPOSED LOCATION IS IN PAVEMENT, CONTRACTOR SHALL INSTALL A CLEANOUT COVER PER CLEANOUT DETAIL.

WASTE SAMPLING PORT

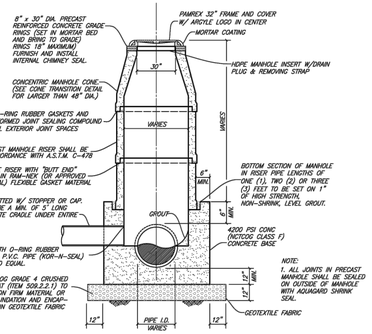
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CONE TRANSITION

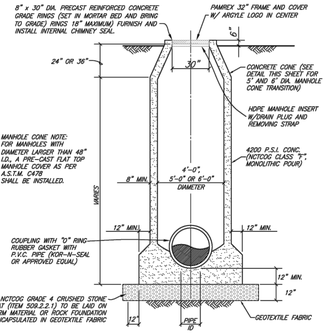
5' & 6' DIAMETER MANHOLES ONLY

MANHOLE CONE NOTE:
FOR MANHOLES WITH DIAMETER LARGER THAN 48" I.D., A PRE-CAST FLAT TOP MANHOLE COVER AS PER A.S.T.M. C478 SHALL BE INSTALLED.



PRECAST CONCRETE MANHOLE

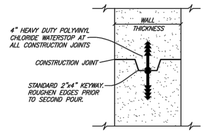
4', 5' & 6' DIAMETER MANHOLES



MANHOLE NOTES:
1. PRESSURE TIGHT MANHOLE FRAME AND COVER WHERE REQUIRED SHALL BE PAWTIGHT 32.
2. INTERIOR OF MANHOLES SHALL BE LINED WITH RAVEN COAT OR SPECTRA SHIELD.

CAST IN PLACE CONCRETE MANHOLE

4', 5' & 6' DIAMETER MANHOLES



MANHOLE CONSTRUCTION JOINT

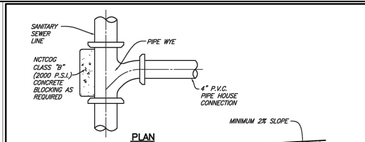
KEYWAY WITH WATERSTOP

APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

NO.	REVISION	BY	DATE

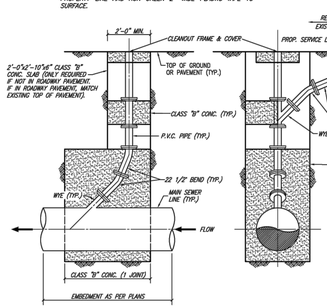
TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
SANITARY SEWER – MANHOLES
DATE: DECEMBER, 2016 | SD-18

REVISED: 12/21/16 – KBURKS H:\Projects\Argyle\Std_Details\STD-18.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: AVERCRUYSSE ON 1/20/2017



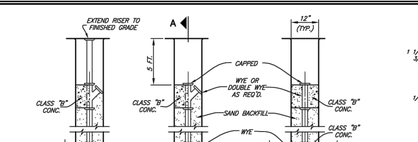
TYPICAL 4" SEWER HOUSE SERVICE CONNECTION

NOTE:
1. 6" OR LARGER SERVICE LINES TO MAIN LINE SHALL BE AT MANHOLE.
2. IF BUILDING DOES NOT EXIST; PLUG SERVICE LINE AT PROPERTY LINE AND RUN GREEN 2" WIDE PLASTIC TAPE TO SURFACE.

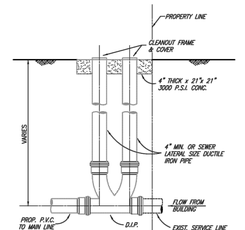


VERTICAL CLEANOUT CONNECTION

(CONNECTION, WYE, CONCRETE, BENDS, CASTING, ETC. ALL SUBSIDIARY TO CLEANOUT)

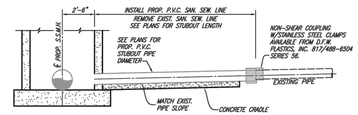


DEEP CUT CLEANOUT



TYPICAL TWO WAY CLEANOUT

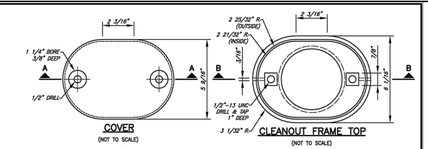
NO SCALE



TYPICAL STUBOUT CONNECTION

NO SCALE

NOTE:
MATCH SLOPES UPSTREAM OF MANHOLE WITH FLOW LINES DOWNSTREAM OF MANHOLE



NOTES:
1. THE WORDS "WASTEWATER LATERAL CLEANOUT" SHALL BE CAST INTO TOP OF COVER.
2. MATERIALS TO BE CAST IRON, P.V.C. OR ABS PLASTIC.

WASTEWATER LATERAL CLEANOUT FRAME AND COVER

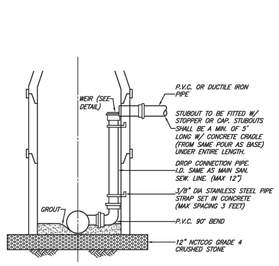
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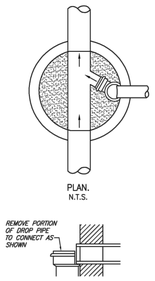
APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

NO.	REVISION	BY	DATE

TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
SANITARY SEWER – DETAILS
DATE: DECEMBER, 2016 | SD-20

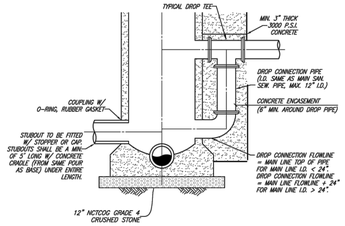
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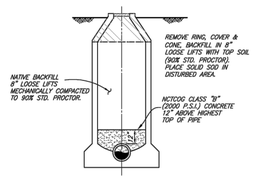
SANITARY SEWER MANHOLE – INSIDE DROP CONNECTION

MIN. DIAMETER 5 FEET
UNDER PAVEMENT



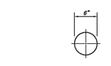
MANHOLE WITH EXTERNAL DROP CONNECTION

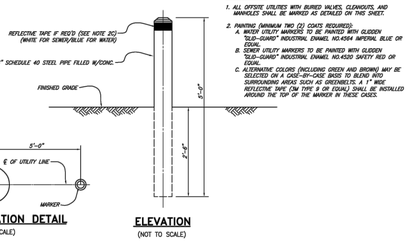
MIN. DIAMETER 5 FEET
OUTSIDE OF PAVEMENT



MANHOLE ABANDONMENT

OUTSIDE PAVEMENT AREA





GENERAL NOTES:
1. ALL OFFSITE UTILITIES WITH BURIED VALVES, CLEANOUTS, AND MANHOLES SHALL BE MARKED AS DETAILED ON THIS SHEET.
2. PAINTING (MINIMUM TWO (2) COATS) REQUIRED:
   A. WATER UTILITY MARKERS TO BE PAINTED WITH GLIDDEN "GLID-GUARD" INDUSTRIAL ENAMEL NO.4564 IMPERIAL BLUE OR EQUAL.
   B. SEWER UTILITY MARKERS TO BE PAINTED WITH GLIDDEN "GLID-GUARD" INDUSTRIAL ENAMEL NO.4520 SAFETY RED OR EQUAL.
   C. ALTERNATIVE COLORS (INCLUDING GREEN AND BROWN) MAY BE SELECTED ON A CASE-BY-CASE BASIS TO BLEND WITH SURROUNDING AREAS SUCH AS GREENBELTS. A 1" WIDE REFLECTIVE TAPE (3M TYPE 3 OR EQUAL) SHALL BE INSTALLED AROUND THE TOP OF THE MARKER IN THESE CASES.

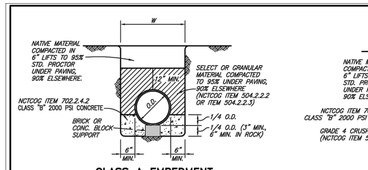
OFFSITE UTILITIES CONTROL MARKER

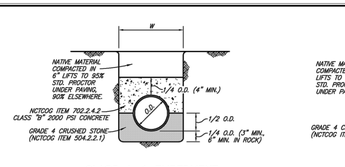
APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

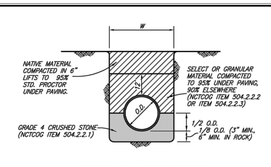
NO.	REVISION	BY	DATE

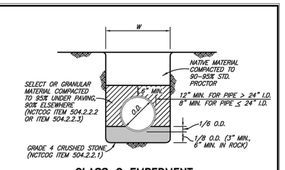
TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
SANITARY SEWER – MANHOLES
DATE: DECEMBER, 2016 | SD-19

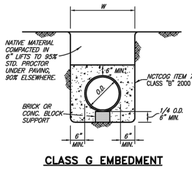
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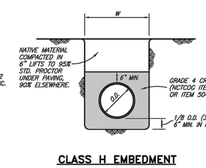


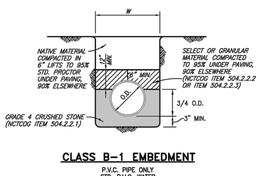


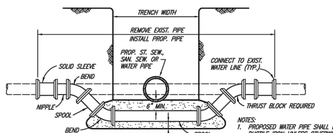


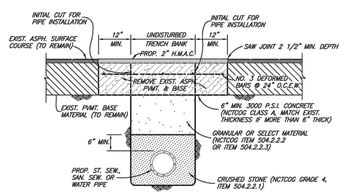


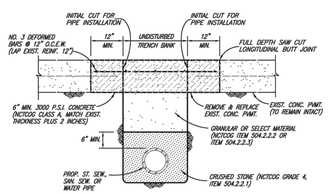












GRADE 4 CRUSHED STONE GRADATION

SIEVE SIZE	% RETAINED
1-1/2 INCH	0
1 INCH	0–5
1/2 INCH	40–75
NO. 4	90–100
NO. 8	95–100

APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

NO.	REVISION	BY	DATE

TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
TYPICAL EMBEDMENTS
DATE: DECEMBER, 2016 | SD-21

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Item 19.

CADD FILE NAME: BASE

REVISIONS | APP'D | DATE: | REMARKS:

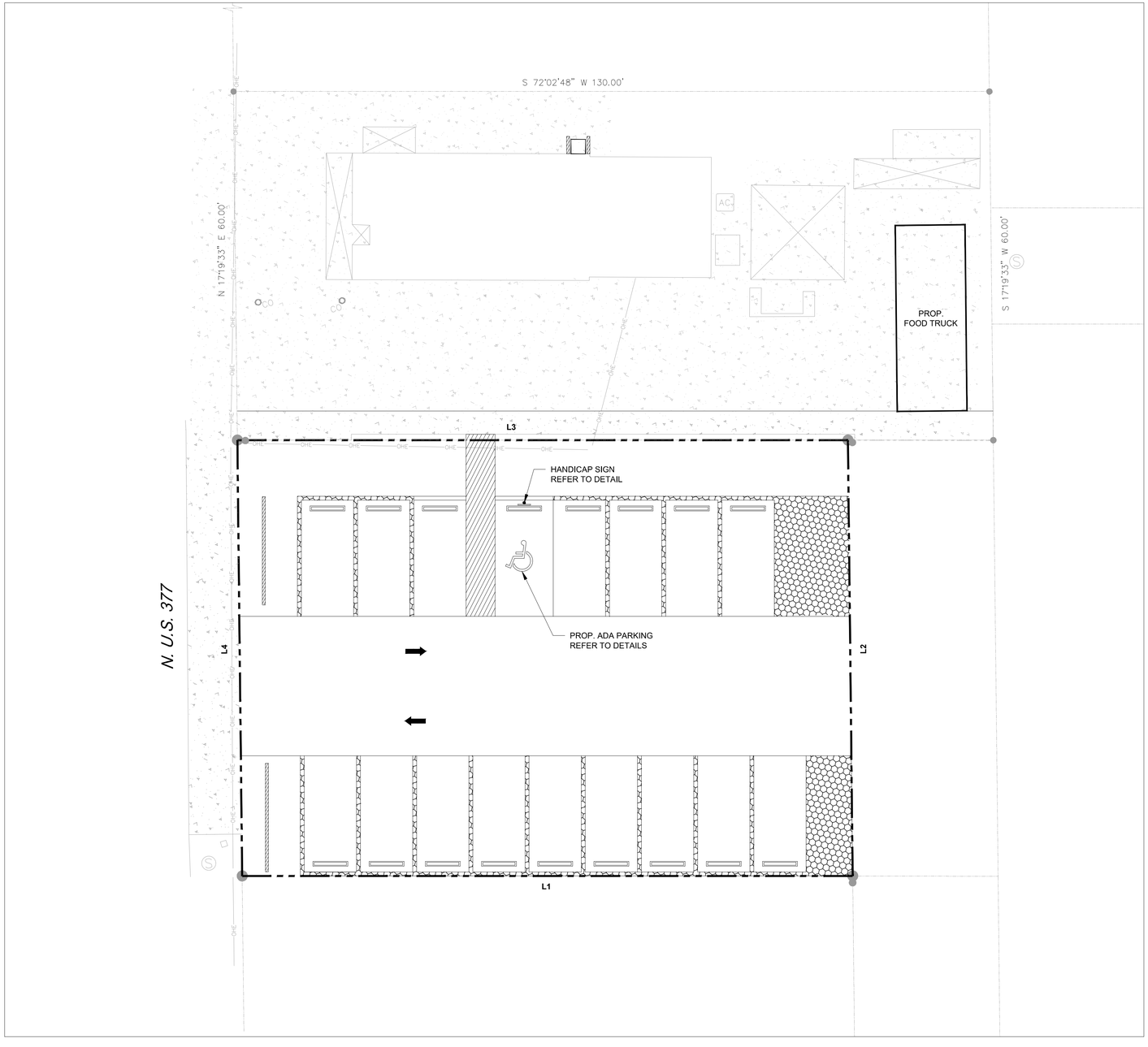
STATE OF TEXAS — BRENNAN BOLLU — 126490 — LICENSED PROFESSIONAL ENGINEER
B. Bollu
02/25/26

HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
FIRM #26178
SBOLLU@HY-CONSULTING.COM
985-951-0413

DESIGNED BY: S.BOLLU | CHECKED BY: S.BOLLU | PROJECT NO: 2026-101
SCALE: 36X24 1"=10' | DRAWN BY: S.BOLLU | DATE: MAR 2026

UTILITY DETAILS
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

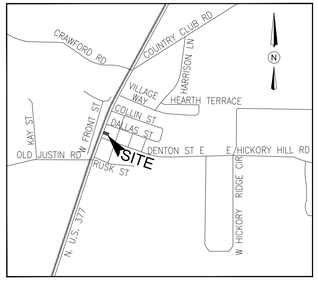
SHEET NO:
C-8.1
13 OF 15



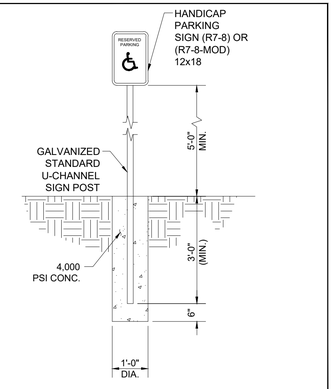


EXISTING LEGEND

- BOUNDARY
- OVER-HEAD-ELECTRIC LINE
- 669 EXISTING MINOR CONTOURS
- 670 EXISTING MAJOR CONTOURS
- ADJECENT BOUNDRY
- CONCRETE PAVEMENT
- CONCRETE
- IRON ROD
- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE



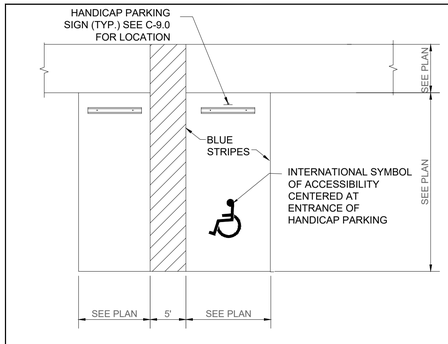
VICINITY MAP
N.T.S.



HANDICAP PARKING SIGN AND POST
N.T.S.

ADA GENERAL NOTES

1. SLOPE AND CROSS SLOPE OF A SIDEWALK LEADING INTO A CURB RAMP'S SYSTEM SHALL BE A MAXIMUM OF 1:20 (5%) AND 1:50 (2%) CROSS SLOPE.
2. MAXIMUM SLOPE OF A HANDICAPPED ACCESSIBLE ROUTE ALONG A SIDEWALK LEADING INTO A CURB RAMP, BEFORE IT MUST BE CONSIDERED A RAMP IS 1:20 (5%) AND 1:50 (2%) CROSS SLOPE.
3. MAXIMUM SLOPE AND CROSS SLOPE OF HANDICAPPED ACCESSIBLE PARKING SPACE & ADJACENT ACCESS AISLE IS 1:50 (2%) IN ANY DIRECTION.



NOTES:
1. PARKING STRIPES SHALL BE PAINTED 4" WIDE. DIMENSIONS SHOWN ARE CENTER TO CENTER.
2. PAVEMENT MARKINGS FOR HANDICAPPED PARKING STALLS SHALL BE PAINTED BLUE. SUBMIT FOR APPROVAL.
3. WHEEL STOPS SHALL BE PAINTED TO MATCH STRIPING.
4. PAINT SHALL BE HOTLINE WHITE (BP-12243) OR HOTLINE YELLOW (BP-12242) AS MANUFACTURED BY THE SHERWIN-WILLIAMS COMPANY.
5. THE CONTRACTOR SHALL PROVIDE AND INSTALL ACCESSIBILITY PAVEMENT MARKINGS AND SIGNS IN ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT, ACCESSIBILITY GUIDELINES.
6. SLOPE SHALL NOT EXCEED 2% IN ANY DIRECTION WITHIN THE HANDICAP PARKING AREA.

STANDARD AND HANDICAP PARKING STRIPING
N.T.S.

811 Know what's **below.** **Call** before you dig.

CADD FILE NAME: BASE

REVISIONS	REMARKS:	DATE:	APP'D

STATE OF TEXAS
BRENNAN M. BOLLU
126490
LICENSED
PROFESSIONAL ENGINEER
02/25/26

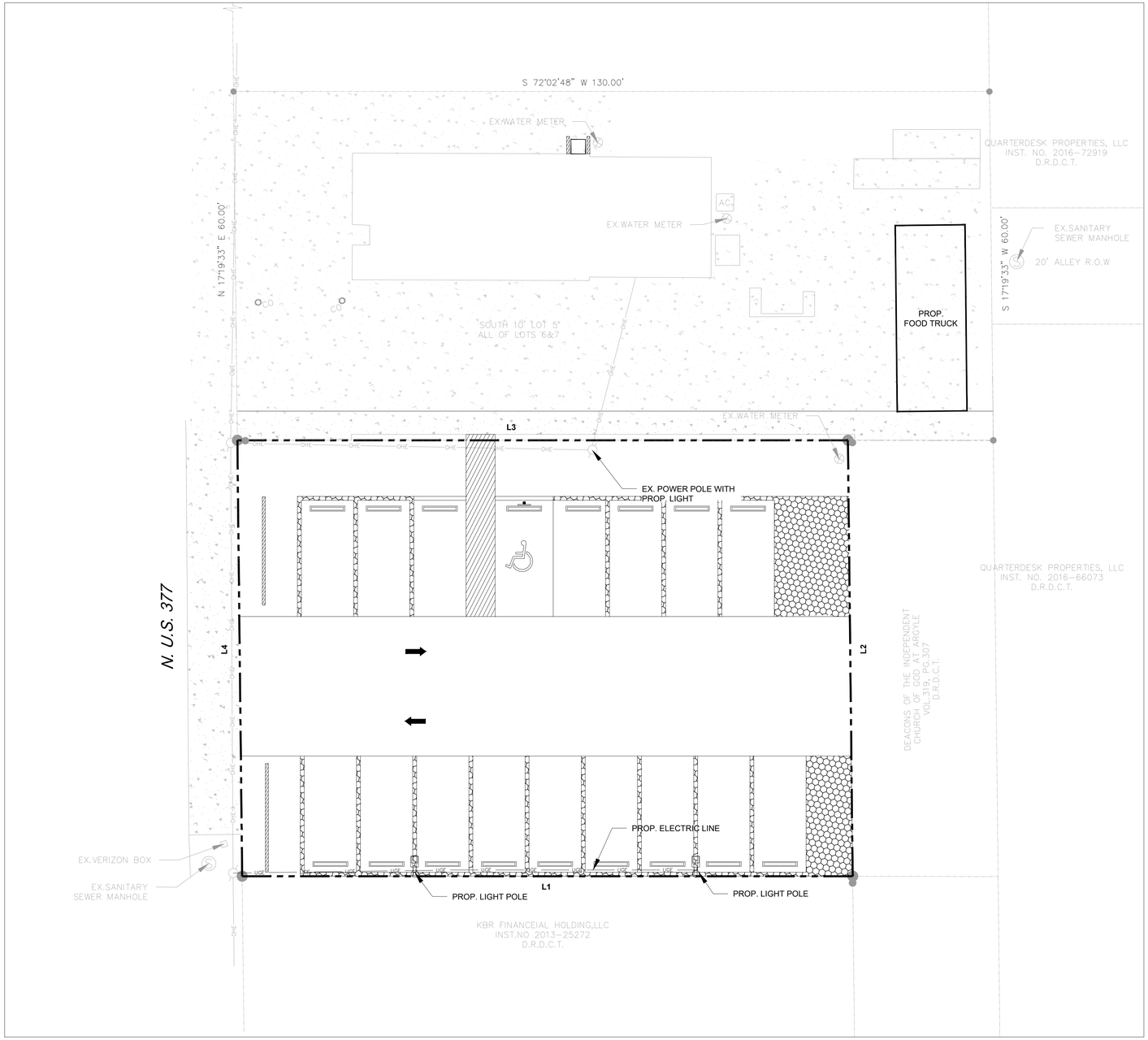
HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
985-951-0413
FIRM #26178
SBOLLU@HY-CONSULTING.COM

DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
36X24 1"=10'	S.BOLLU	MAR 2026

ADA PLAN AND DETAILS
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

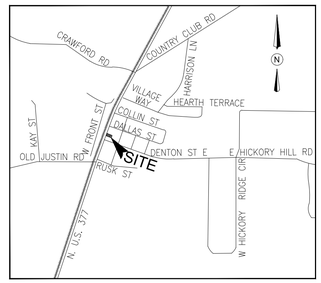
SHEET NO.
C-9.0





EXISTING LEGEND

	BOUNDARY
OHE OHE	OVER-HEAD-ELECTRIC LINE
669	EXISTING MINOR CONTOURS
670	EXISTING MAJOR CONTOURS
	ADJECENT BOUNDRY
	CONCRTETE PAVEMENT
	IRON ROD
	POWER POLE
	WATER METER
S	SANITARY SEWER MANHOLE
	VERIZON BOX
CO	CLEAN OUT
	IRRIGATION CONTROL VALVE



VICINITY MAP
N.T.S.

Know what's **below.**
Call before you dig.

CADD FILE NAME:
BASE

REVISIONS	REMARKS:	DATE:	APP'D

STATE OF TEXAS
BRENNAN M. BOLLU
126490
LICENSED
PROFESSIONAL ENGINEER
02/25/26

HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
985-951-0413
FIRM #26178
SBOLLU@HY-CONSULTING.COM

DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
36X24 1"=10'	S.BOLLU	MAR 2026

LIGHTING PLAN
FOOD TRUCK
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-10.0

15 OF 15

EXHIBIT B



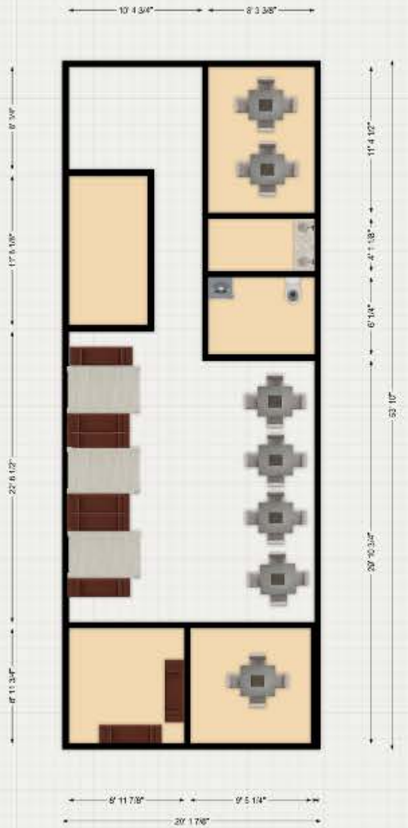

Made with Love







EXHIBIT C


10' 4 3/4"
8' 3 3/8"
8' 3/4"
17' 6 1/8"
22' 6 1/2"
6' 11 3/4"
11' 4 1/2"
4' 1 1/8"
6' 9/4"
53' 1/2"
29' 10 3/4"
8' 11 7/8"
9' 5 1/4"
20' 1 7/8"

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	March 23, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider approval of Resolution No. 2026-16 authorizing the selection of Kimley-Horn and Associates, Inc. to provide street maintenance and repairs engineering services; approving a Professional Services Agreement for such services in an amount not to exceed $285,000; authorizing the Town Manager to negotiate the agreement; and the Mayor to execute said agreement on behalf of the Town of Argyle.

BACKGROUND INFORMATION:

The Town of Argyle issued Request for Qualifications (RFQ) 2025-013 – Street Maintenance and Repairs Engineering Services to identify a qualified engineering firm to assist the Town in developing and implementing an annual street maintenance and repair program. The solicitation was conducted in accordance with the Texas Professional Services Procurement Act (Texas Government Code Chapter 2254), which requires professional engineering services to be selected based on qualifications and demonstrated competence rather than competitive pricing.

The intent of the program is to establish a data-driven, proactive approach to roadway maintenance, allowing the Town to prioritize repairs, extend the life of existing pavement, and maximize the value of public infrastructure investments.

RFQ responses were due January 28, 2026. The following firms submitted Statements of Qualifications:

-Kimley-Horn and Associates, Inc.

-McManus & Payne Consulting Engineers
-Schaumburg & Polk, Inc.
-Teague Nall and Perkins, Inc.
-Westwood Professional Services, Inc.

Following review of the submitted qualifications, staff evaluated the firms based on relevant municipal experience, technical expertise in pavement management and roadway rehabilitation, ability to support an annual street maintenance program, and familiarity with North Texas roadway conditions and municipal operations.

Based on the evaluation, the following firms were short-listed for interviews:

-Kimley-Horn and Associates, Inc.
-McManus & Payne Consulting Engineers
-Teague Nall and Perkins, Inc.

Councilmember Brading, Councilmember Stewart, Harrison Wicks, and Mike Sims conducted interviews with each short-listed firm to evaluate project approach, experience with pavement management programs, ability to support long-term planning efforts, and responsiveness to Town needs.

The purpose of the Street Maintenance Engineer is to assist the Town in implementing a structured, data-driven approach to roadway maintenance and pavement management. These services allow the Town to proactively identify roadway conditions, prioritize repairs, and extend the life of existing infrastructure through strategic maintenance activities. Services may include pavement condition assessments, roadway inventory and analysis, development of pavement condition indices, identification and prioritization of maintenance and rehabilitation projects, preparation of engineering cost estimates, assistance with contractor procurement, and engineering support during construction activities.

As part of the program, the Town intends to establish an annual street maintenance cycle to plan and implement roadway repairs in a consistent and efficient manner. The anticipated program schedule includes roadway analysis and engineering review between October and December, presentation of recommended projects to the Town Council between January and March, procurement of construction contractors between April and May, and construction of roadway improvements between June and August to minimize disruption during the school year.

Additionally, the Town plans to kick off this annual cycle by conducting a pavement condition assessment using specialized roadway data collection equipment during Fall 2026. This equipment collects detailed roadway imagery and pavement performance data, allowing engineers to evaluate pavement conditions across the Town’s roadway network. The resulting data will establish a baseline pavement condition index and support the development of long-term roadway maintenance planning.

Implementing a pavement management program provides the Town with a proactive approach to roadway maintenance by identifying the most cost-effective treatment options for each roadway segment and prioritizing improvements based on measurable roadway conditions. This approach helps extend the useful life of pavement infrastructure, improve roadway safety, and support long-term capital planning for transportation infrastructure.

The proposed agreement will establish an on-call professional services contract under which specific assignments will be authorized through task orders. Compensation will be based on negotiated hourly rates and reimbursable expenses, with work authorized only as needed by the Town.

The agreement will include a not-to-exceed amount of $285,000.00 for the contract term, with individual task orders issued for specific program components or projects.

The Financial Breakdown follows:

Base scope on call services: $12,000
Task Order 1: FY26 Summer Streets Construction Documents, Bid Services and Construction Phase Oversight: $50,000
Task Order 2: Field Full Town Pavement Evaluation: $98,000 (3 year life span)
Task Order 3: Main Street Preliminary Engineering: $50,000
Task Order 4: Roads Engineering: $75,000

The contract term is through September 30, 2029, subject to satisfactory performance and Council approval.

Funding for this scope of work was proposed in the FY 25-26 Budget under the Street Maintenace Sales Tax Fund. Portions of this work will occur in future Fiscal Years.

FISCAL IMPACT:

☐ Not Applicable
☒ Proposed Expenditure: 285,000
☒ General Ledger Code: 230-5-521-6410
☐ Proposed Revenue:
☐ Budget Amendment Required: No
☒ Financial Review Completed by: Mike Sims

LEGAL REVIEW:

The Town Attorney reviewed this item.

ATTACHMENTS:

A. Resolution
B. PSA Exhibit A - Agreement
C. PSA Exhibit B - Scope of Work
D. PSA Exhibit C - Compensation Fee Schedule
E. PSA Task Order 1 Summer Streets
F. PSA Task Order 2 Annual Pavement
G. PSA Task Order 3 Main Street
H. PSA Task Order 4 Roads Engineering
I. Street Engineer RFQ
J. Street Engineer Bid Opening
K. Kimley Horn RFQ Response

RECOMMENDED MOTION AND/OR ACTION:

Staff recommends approval of Resolution No. 2026-16

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-16

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE TEXAS, AUTHORIZING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE STREET MAINTENANCE AND REPAIRS ENGINEERING SERVICES; APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES IN AN AMOUNT NOT TO EXCEED $285,000; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE THE AGREEMENT; AND THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle ("Town") periodically requires professional engineering services to support the maintenance, preservation, and long-term planning of the Town's roadway infrastructure; and

WHEREAS, pursuant to Chapter 252 of the Texas Local Government Code, the Town is authorized to engage professional services without competitive bidding when appropriate; and

WHEREAS, the solicitation was conducted in accordance with the Texas Professional Services Procurement Act (Texas Government Code Chapter 2254), which requires professional engineering services to be selected based on demonstrated competence and qualifications rather than competitive pricing; and

WHEREAS, after evaluation of qualifications and interviews, the Town Council finds that Kimley-Horn and Associates, Inc. is the most highly qualified firm to perform these services based on demonstrated competence and qualifications; and

WHEREAS, the proposed Professional Services Agreement establishes an on-call professional services contract, under which specific assignments will be authorized through task orders and compensated based on negotiated hourly rates and reimbursable expenses; and

WHEREAS, the agreement will include a not-to-exceed amount of $285,000 for the contract term; and

WHEREAS, the Town Council finds that it is in the best interest of the residents of the Town to engage Kimley-Horn and Associates, Inc. ("Consultant") to perform the services described in Exhibit B; and

WHEREAS, the Town Council finds it appropriate to authorize the Town Manager to negotiate the final terms of the Professional Service Agreement consistent with the proposal submitted; and

WHEREAS, the Town Council desires to authorize the Mayor to execute the finalized Professional Services Agreement substantially in the form attached

hereto as Exhibits A, B, and C, and any related documents necessary to effectuate the engagement.

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

Section 1. That, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2. The Town Council hereby selects Kimley-Horn and Associates, Inc. as the most highly qualified firm to provide Street Engineering Services for the Town of Argyle.

Section 3. The Town Council authorizes the Town Manager to negotiate the final terms of a Professional Services Agreement with Kimley-Horn and Associates, Inc. consistent with the services described herein.

Section 4. The Mayor is hereby authorized to execute the Professional Services Agreement, substantially in the form attached hereto as Exhibit A, together with any related documents necessary to effectuate the intent of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 23RD DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt , Mayor

ATTEST:

_____
Erika McComis, Town Secretary

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE TOWN OF ARGYLE, TEXAS, AND
KIMLEY-HORN AND ASSOCIATES, INC.

ROADWAY ENGINEERING

This Professional Services Agreement ("Agreement") is made and entered into on this 23rd day of March, 2026 by and between the Town of Argyle, Texas, a general law municipality of the State of Texas (the "Town"), and Kimley-Horn and Associates, Inc. with a principal place of business in Denton, Texas, (the "Consultant").

RECITALS

WHEREAS, the Town desires to engage Consultant for on-call professional services; and

WHEREAS, Consultant represents that it has the expertise, experience, and personnel necessary to provide such professional services; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Consultant shall provide these services to the Town: and

WHEREAS, the Town has determined that Consultant is the most qualified firm for the project(s).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TERM

The term of this Agreement shall commence upon full execution of this Agreement by both parties and continue until September 30, 2029 or until all services have been completed set forth in Exhibit B (Scope of Services), unless earlier terminated in accordance with Section XI (Termination). Consultant shall complete all services within the timeframe set forth in Exhibit B (Scope of Services). The parties may amend the Agreement to extend the Term.

II. SCOPE OF SERVICES

Consultant agrees to provide on-call professional services as further described in Exhibit B (Scope of Services).

III. COMPENSATION

The total contract amount for services rendered under this Agreement shall not exceed **$285,000** unless amended in writing by both parties. Compensation shall be based on the fee schedule attached in Exhibit C. The Town shall make payments within thirty (30) days of receipt and approval of invoices.

IV. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an employee, agent, or representative of the Town. Consultant shall have control over the manner and means of performing its services but shall perform all work in accordance with applicable laws and regulations.

V. ASSIGNMENT

Consultant shall not assign or subcontract any portion of this Agreement without prior written consent from the Town.

VI. AMENDMENTS

No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

VII. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, and other deliverables prepared by Consultant under this Agreement shall become the property of the Town upon payment for services rendered.

VIII. NONDISCLOSURE

Consultant shall not disclose any confidential information obtained during the course of performing services without prior written approval from the Town.

IX. INDEMNIFICATION

SUBJECT TO THE LIMITATIONS OF THE TEXAS LOCAL GOVERNMENT CODE SEC. 271.904, CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING DEATH) TO THE EXTENT CAUSED BY CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE TOWN.

X. INSURANCE REQUIREMENTS

Consultant shall maintain the following insurance coverage for the duration of this Agreement:

Commercial General Liability Insurance - $1,000,000 per occurrence
Professional Liability (Errors & Omissions) Insurance - $1,000,000 per claim
Automobile Liability Insurance - $1,000,000 combined single limit
Workers' Compensation Insurance - Statutory coverage

Consultant shall name the Town as an additional insured and provide proof of insurance prior to commencing work, except for Workers' Compensation and Professional Liability policies.

XI. TERMINATION

A. Termination for Convenience

The Town and Consultant may terminate this Agreement at any time upon thirty (30) days written notice to Consultant.

B. Termination for Cause

If Consultant fails to perform its obligations, the Town may terminate this Agreement upon five (5) days written notice, provided Consultant does not cure the deficiency within the notice period.

C. Termination by Consultant

The Consultant shall have the right to terminate this Agreement upon seven days' notice to the Town upon breach by Town of any of its obligations under this Agreement. In the event of such termination, the Consultant shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the Town's breach of this Agreement.

Upon termination, Consultant shall be compensated for services satisfactorily performed prior to termination.

XII. DISPUTE RESOLUTION

Disputes arising under this Agreement shall first be resolved through informal negotiation. If unresolved, the parties agree to mediate the dispute before seeking litigation.

XIII. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any legal action shall be in Denton County, Texas.

XIV. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, including procurement and nondiscrimination regulations.

XV. MISCELLANEOUS PROVISIONS

No Waiver – Failure to enforce any provision shall not constitute a waiver of rights.

Severability – If any provision is found invalid, the remaining provisions shall remain in effect.

Entire Agreement – This Agreement, including Exhibits A, B, and C constitutes the entire understanding between the parties.

XVI. NOTICES

All notices under this Agreement shall be sent to:

Town of Argyle	Kimley-Horn and Associates, Inc.
Attn: Town Manager	Attn: Travis Phemister
308 Denton Street	100 West Oak Street, Suite 203
Argyle, TX 76226	Denton, TX 76201

XVII. STATUTORY VERIFICATIONS

The Consultant makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

XVIII. FORM 1295

Submitted herewith is a completed Form 1295 in connection with the Consultant's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions

of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Consultant, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Consultant and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Consultant; and, neither the Town nor its consultants have verified such information.

SIGNATURES

TOWN OF ARGYLE	**KIMLEY-HORN AND ASSOCIATES, INC.**
By: _____	By: _____
Ronald Schmidt, Mayor	**Nathan Ante**, Senior Vice President

EXHIBITS
Exhibit A – Agreement (this document)
Exhibit B – Scope of Services
Exhibit C – Compensation/Fee Schedule

SCOPE OF SERVICES

MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT is made this by and between TOWN OF ARGYLE, TEXAS ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. and affiliated companies ("Consultant"). This Agreement sets forth the terms whereby Consultant will provide professional services on one or more projects (with respect to each engagement, the "Project"), with the specifics of each engagement to be set forth in a Task Order ("TO"). If the TO is executed by an affiliated company of Consultant, the TO shall incorporate the terms of this Agreement as if signed by the affiliated company.

1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in TOs ("Services"). Any services that are not set forth in the scope of Services described in a TO(s) will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
   a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b) Provide all criteria and information as to the Client's requirements, objectives, and expectations for the Project, and all standards of development, design, or construction.
   c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
   d) Arrange for access to the site and other property as required for the Consultant to provide its Services.
   e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
   f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
   g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's Services, or any defect or nonconformance in any aspect of the Project.

3) Period of Services. The Consultant shall begin work on each TO after receipt of a fully executed copy of the TO. This Agreement and the rates of compensation in TOs are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such suspension or delay extends for more than six months, the Consultant's compensation shall be renegotiated.

4) Compensation for Services.
   a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the TO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.
   b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the TO shall be the liability of the Client.
   c) Consultant may perform other on-call professional services at Client's request for any mutually agreed upon services not specifically provided for in 1) Scope of Services and Additional Services. Such services shall not exceed $12,000 without written approval from Client.
5) Method of Payment.
   a) Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
   b) The Client will remit all payments electronically to:

      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248

   c) The Client will send the Project number, invoice number, and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

f) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the Services described in the TO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant.

7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for the Client pursuant to this Agreement and use of such deliverables is governed by section 6 of this Agreement. Consultant maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's Services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at https://www.khtsinc.com/terms-of-Service/ which terms are incorporated herein by reference.

8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

9) Standard of Care. The standard of care applicable to Consultant's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

10) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

11) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

12) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

13) Construction Phase Services.
    a) If the Consultant prepares construction documents, then:

i) If the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

ii) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

iii) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

b) If the Consultant does not prepare the construction documents and Client engages Consultant to provide construction phase services, such services shall be limited and subject to the following:

i) The engineer and or landscape architect of record ("EOR" or "LAOR"), must be engaged by the Client to assist with clarifications and interpretations of their design intent with the construction documents which may require revisions to the design. The EOR / LAOR must be involved in such matters for the duration of construction.

ii) Any orders authorizing variations from the Contract Documents must be made by Client.

iii) The Consultant services do not include any Texas Department of Licensing and Regulation (TDLR) review, and Consultants is not responsible for any TDLR review or TDLR compliance.

iv) The Consultant takes no liability or responsibility for the adequacy or suitability of the EOR's / LAOR's design for the intended purpose nor that it complies with all applicable laws, rules, ordinances, and regulations, such as compliance with the Americans with Disability Act (ADA) guidelines. The Client shall defend and hold Kimley-Horn harmless against any and all claims related to the project design performed by the EOR / LAOR.

v) The Consultant takes no liability or responsibility for the adequacy or suitability of any contractor or third-party testing.

vi) The Consultant shall not be responsible for, nor liable to the Owner or any third party for, delays attributable to the Contractor, including without limitation any liquidated damages, penalties, or additional costs arising from such Contractor delays.

vii) The Client agrees to waive any claims against Kimley-Horn with respect to any increased construction costs, schedule delays, site safety, or any consequential damages associated with the Project.

viii) The Consultant will not prepare or certify the sufficiency of any “as-built” record drawings for the Project.

ix) The Consultant will not prepare any permit certifications, lender certifications, or lender reliance letters.

x) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing and reporting to the client, endeavoring to provide the Client a greater degree of understanding the construction progress. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform its work in accordance with the contract documents.

xi) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor’s general liability insurance policy.

14) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its Services until the hazardous substance or condition is eliminated.

15) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market

conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the TO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

16) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed TO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

COMPENSATION SCHEDULE

TOWN OF ARGYLE & KIMLEY-HORN AND ASSOCIATES, INC.

I. COMPENSATION STRUCTURE

The Town agrees to compensate Consultant for professional services rendered **in accordance with the Scope of Services outlined in Exhibit B**. Compensation shall be based on the following structure(s):

II. FIXED FEE COMPONENTS

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Individual task amounts, when provided, are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. In addition to the lump sum fee, all permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, such fees will be billed at 1.15 times cost.

III. HOURLY LABOR FEE PLUS EXPENSE COMPONENTS

Labor fees, including administrative time related to the project, will be billed on an hourly basis according to Kimley-Horn's then-current rates. Individual task amounts, when provided, are for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. Office Expense, estimated at 6% of labor fee, will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, such fees will be billed at 1.15 times cost.

IV. DELIVERABLES

1. Consultant shall perform the Scope of Services outlined in Exhibit B as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.
2. Consultant shall deliver to Town all reports, studies, plans, analysis, and other documents resulting from Consultant's work and such items shall be the property of the Town, save and except Consultant's Intellectual Property as defined in Exhibit B.

V. PAYMENT TERMS

1. Consultant shall submit **monthly invoices** detailing services rendered. For Hourly Fee Plus Expense Components, invoices shall include hours worked and any approved reimbursable expenses.
2. The Town shall **remit payment within thirty (30) days** of receipt of an approved invoice.
3. **Invoices must include**:
    - Itemized description of services performed.
    - Supporting documentation for reimbursable expenses.
4. Invoices should be submitted to: accounting@argyletx.com

VI. ADDITIONAL SERVICES

If the Town requests services **outside the defined scope**, Consultant shall provide a **written proposal** detailing:

- **Scope of additional work**
- **Estimated hours or fixed fee**
- **Impact on project schedule**

Such additional work shall **not commence without prior written approval** from the Town.

VII. TOTAL CONTRACT VALUE

The **maximum contract amount** shall not exceed **$285,000**, unless formally amended by both parties.

SIGNATURES

By signing below, the parties acknowledge agreement with the terms outlined in this **Compensation Schedule (Exhibit C).**

TOWN OF ARGYLE	**KIMLEY-HORN AND ASSOCIATES, INC.**
By: _____	By: _____
Ronald Schmidt, Mayor	**Nathan Ante**, Senior Vice President
Date: **March 23rd, 2026**	Date: **March 23rd, 2026**

TASK ORDER NUMBER 2026-16-01

This Task Order ("TO"), dated March 23rd, 2026, describes a specific agreement between Kimley-Horn and Associates, Inc. ("Consultant") and Town of Argyle, Texas ("Client") in accordance with the terms of Resolution No. 2026-16, dated March 23rd, 2026, which is incorporated herein by reference.

Identification of Project:

Project Name: FY 26 Summer Street Maintenance
Consultant's Project Manager: Colton Hermes, PE

Specific scope of basic Services:

Consultant will coordinate with Client on streets to receive maintenance for FY 26.

Task 1.1 – Data Collection

a) Perform a field assessment on the selected streets to determine the recommended maintenance treatment.

b) Performing additional data collection, including but not limited to topographic or boundary survey, geotechnical investigation, or subsurface utility exploration will be considered an Additional Service.

Task 1.2 – Conceptual Planning

a) Provide conceptual level plan exhibits as requested by the Client. The exhibits will be to evaluate future road layouts and will not be used for construction documents.

Task 1.3 – Construction Documents

a) Prepare as needed engineering plans, specifications, and contract documents for project bidding and construction. Engineering plans prepared under this Task Order shall be limited to, as determined to be reasonably necessary, typical section and plan view limits of construction.

b) The contract documents will be based upon the *Engineers Joint Contract Documents Committee* (EJCDC) documents, unless otherwise provided by Client.

c) Specifications will be based upon the North Texas Council of Governments (NCTCOG) *Standard for Public Works Construction*, unless otherwise provided by Client.

Task 1.4 – Bidding

a) Prepare Notice to Bidders to be used for advertising. Client is responsible for submitting Notice and any cost associated with advertisement. If available at the time of bidding, the bid package may also include Main Street improvements from US 377 to the Marsden Tract tie-in and the US 377 connector roads, both of which are to be prepared under separate Task Order.

b) Advertise contract documents on Civcast.com.

c) Print and issue up to two sets of bidding documents for viewing at Town Hall.

d) Review and respond to Contractor questions and Issue addenda as required.

e) Attend one Pre-bid Meeting

f) Attend one Bid Opening

g) Prepare bid tabulation and recommendation for award letter.

h) Attend one Town Council Construction Contract Award Meeting

i) Provide two copies of conformed bid documents

Task 1.5 – Construction Contract Administration

a) Pre-Construction Conference – the Consultant will conduct one pre-construction conference prior to commencement of work at the site.

b) Visits to Site and Construction Observation – the Consultant will provide on-site construction observation services during the construction phase. Consultant will make monthly site visits in order to observe the progress of the Work. Up to 24 total site visits will be provided. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

c) The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

d) Recommendations with Respect to Defective Work – the Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

e) Clarifications and Interpretations – the Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

f) Change Orders – the Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

g) Shop Drawings and Samples – the Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

h) Substitutes and "or-equal." – the Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

i) Inspections and Tests – the Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

j) Disagreements between Client and Contractor – the Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

k) Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

l) By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

m) Substantial Completion – the Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

n) Final Notice of Acceptability of the Work – the Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

o) Limitation of Responsibilities – the Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

p) Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client.

Additional Services if required:

Any services not specifically provided for in the tasks above will be billed as additional services and

performed at Consultant's then-current hourly rates. Consultant may perform additional services upon request from the Client.

Terms of compensation:

Consultant will perform the Specific scope of basic Services on an hourly labor fee plus expense basis for a total amount not-to-exceed $50,000.

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TASK ORDER NUMBER 2026-16-02

This Task Order ("TO"), dated March 23rd, 2026, describes a specific agreement between Kimley-Horn and Associates, Inc. ("Consultant") and Town of Argyle, Texas ("Client") in accordance with the terms of Resolution No. 2026-16, dated March 23rd, 2026, which is incorporated herein by reference.

Identification of Project:

Project Name: FY 26 – FY 27 Pavement Assessment
Consultant's Project Manager: Colton Hermes, PE

Specific scope of basic Services:

Consultant will perform a single, comprehensive, full pavement assessment, roadway network inventory, and utility inventory for up to 55 centerline miles of Client's infrastructure sufficient for the purposes of establishing 3 annual maintenance programs.

Task 2.1 – Data Collection

a) Attend one project kick-off meeting and up to four general project development meetings with the Client. It is assumed that up to two representatives from the Consultant will attend each meeting.

b) Prior to beginning data collection, Consultant will work with Client to develop an inventory of its existing roadway and utility networks. In coordination with the Client, we will compile relevant inventory data related to roadway surface type, segmentation limits (to/from streets), lane widths, presence of curb and gutter, presence of sidewalk, street sign locations, and visible utility appurtenance locations. Utilities analyzed will include water, sanitary sewer, and storm drain. In coordination with the Client, we will compile available inventory data related to pipe material, pipe size, work history, and other maintenance efforts. Utility inventory will also include surface appurtenances including water meters, water valves, fire hydrants, sanitary sewer manholes, storm drain manholes, and storm drain inlets.

c) Pavement and asset data collection will be coordinated with the Client in advance of data collection according to the roadway network defined in Task 2.1b). In addition to pavement distresses, assets to be collected will include curb, gutter, and sidewalk. Data collection will be completed by ICC using its IrisPRO Pave data collection vehicle that is equipped with a laser crack measurement system (LCMS-2), inertial profiler, and Ladybug 5+ right-of-way imaging system. Data will be collected in accordance with ASTM D6433 standards. Collection will generally occur in one direction unless otherwise identified by the Client.

Task 2.2 – Reporting

a) Consultant will use the data collected to establish a Pavement Condition Index (PCI) in accordance with ASTM D6433. Pavement performance models will be developed based on current conditions, surface type, functional classification, and past work history.

b) Each roadway segment will be assigned a maintenance recommendation based on Client approved maintenance activities. Recommended projects will be sorted based on priorities established with the Client. Priorities may include, but are not limited to, PCI, traffic volume, street classification, project cost, adjacent key destinations, or recommended utility maintenance.

c) Prepare a summary document describing each project recommendation. The document will identify the location of each project, the recommended maintenance activities, and an engineer's opinion of probable cost.

d) Consultant will develop an Executive Summary that discusses the data collection methodology, data collection results, up to five budget analysis scenarios, and maintenance and repair priorities. The report will summarize pavement, utility, and asset inventories while providing recommendations on strategies for structuring an asset management program over the next five

(5) years. Kimley-Horn will provide draft and final versions and assumes that one round of non-conflicting comments will be reflected in the final version of the Executive Summary.

e) Prepare and deliver a presentation to Town Council following the final report submittal. The presentation will incorporate significant findings from the evaluation and discuss condition trends and funding requirements.

Task 2.3 – Annual Implementation

a) Consultant will maintain the maintenance program by updating the system as roadway treatments are applied. Implementation of treatments will be developed under separate Task Order.

b) Prepare and deliver up to two presentations to Town Council providing status updates on the maintenance program.

c) Updates to the annual implementation plan beyond FY 27 will be performed under separate Task Order.

Additional Services if required:

Any services not specifically provided for in the tasks above will be billed as additional services and performed at Consultant's then-current hourly rates. Consultant may perform additional services upon request from the Client.

Terms of compensation:

Consultant will perform the Specific scope of basic Services on Fixed Fee (Lump Sum) basis for a total amount of $98,000.

TASK ORDER NUMBER 2026-16-03

This Task Order ("TO"), dated March 23rd, 2026, describes a specific agreement between Kimley-Horn and Associates, Inc. ("Consultant") and Town of Argyle, Texas ("Client") in accordance with the terms of Resolution No. 2026-16, dated March 23rd, 2026, which is incorporated herein by reference.

Identification of Project:

Project Name: Main Street Preliminary Design
Consultant's Project Manager: Kaley Wilson, PE

Specific scope of basic Services:

Consultant will prepare concept layouts for approximately 900-LF of Main Street from US 377 to the Argyle Farmers Market (see Architect Exhibit) and develop a preliminary opinion of probable construction cost.

Task 3.1 – Client Meetings and Project Coordination

Consultant will attend up to 10 project coordination meetings with or on behalf of Client to review project status and impacts to adjacent properties.

Task 3.2 – Supplemental Topographic Surveys

Consultant will obtain topographic field survey (see Survey Exhibit) to supplement the topographic survey provided by Client from the Argyle Nature trail and the Argyle Farmers Market.

Task 3.3 – Conceptual Roadway Design

Consultant will prepare a conceptual design roll plot in digital format. The roll plots will depict right-of-way, typical sections, sidewalks, driveways, horizontal geometry, vertical geometry, impacts to the adjacent parking lot, and other architectural features. The consultant will base the design on architectural planning concepts provided by Client (see Architect Exhibit).

Task 3.4 – Preliminary Drainage Design

Consultant will perform preliminary hydrologic and hydraulic analysis (H&H) within the limits of the proposed new location portion of Main Street, as determined to be reasonably necessary, to identify preliminary drainage infrastructure requirements. No H&H report or plan sheets will be provided.

Task 3.5 – Opinion of Probable Construction Cost (OPCC)

Consultant will prepare an OPCC based on the preliminary design. At minimum, the OPCC will include items such as earthwork, subgrade, pavement, sidewalks, and drainage infrastructure. The OPCC will also account for other items such as aesthetic features, landscape enhancements, irrigation, and lighting, if sufficient design information is provided by Client. In preparing the OPCC, the Consultant will use TxDOT low-bid unit prices and readily available unit price data from the Client and adjacent municipalities from similar projects.

Task 3.6 – Future Task Order

Upon completion of the Task Order, Consultant will prepare Task Order proposal for final engineering, bidding services, and construction phase services of Main Street from US 377 to the Argyle Farmers Market.

Additional Services if required:

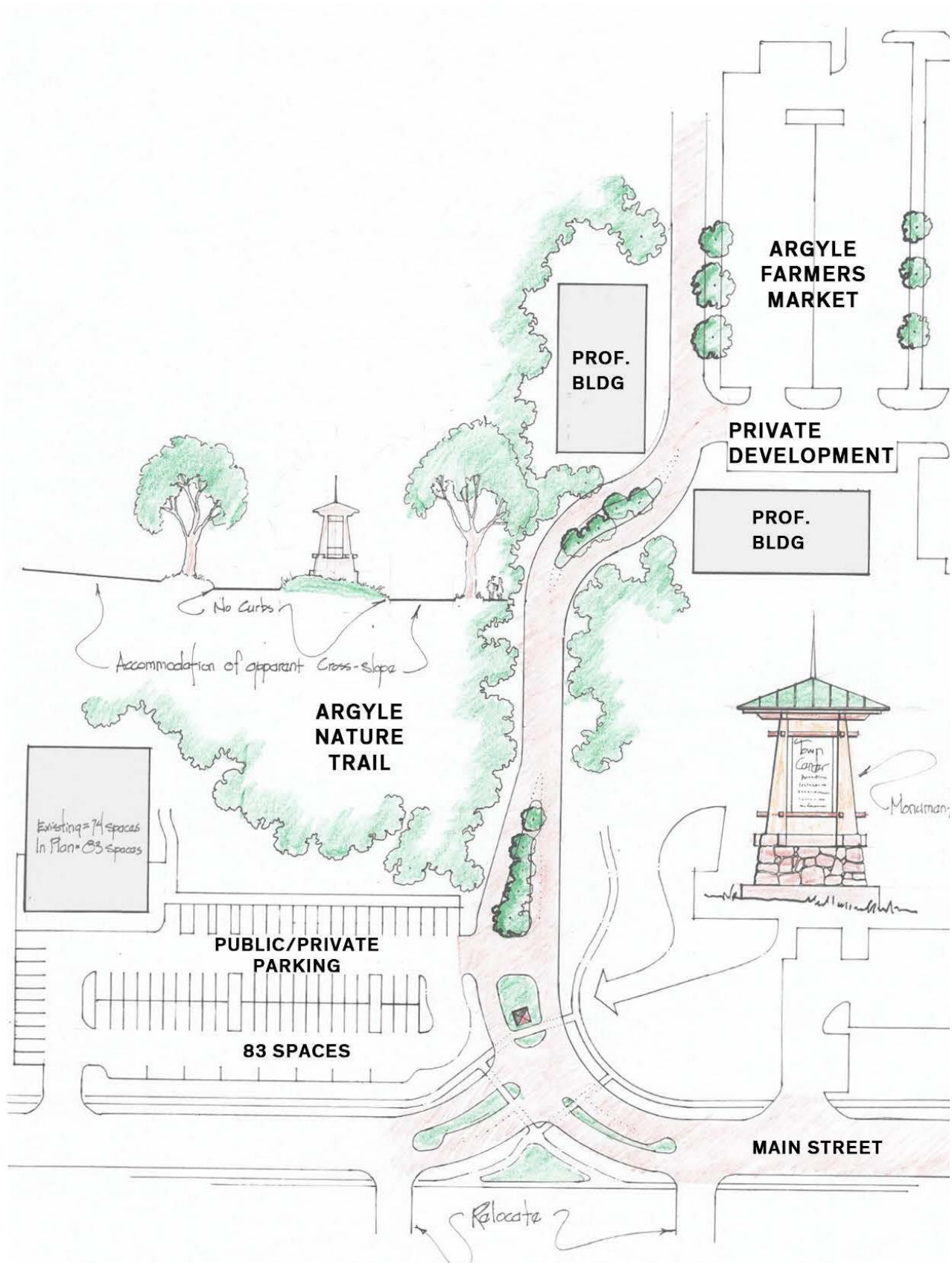
Any services not specifically provided for in the tasks above will be billed as additional services and performed at Consultant's then-current hourly rates. Consultant may perform additional services upon request from the Client.

Terms of compensation:

Consultant will perform the Specific scope of basic Services on an hourly labor fee plus expense basis for an amount not-to-exceed $50,000.

[This space intentionally left blank]

Architect Exhibit



Survey Exhibit


Nearmap
Cook St
182.59 ft
103950.64 ft²
399.36 ft
121.62 ft
853.91 ft
448.56 ft
653.60 ft
Sat Jan 10 2026

TASK ORDER NUMBER 2026-16-04

This Task Order ("TO"), dated March 23rd, 2026, describes a specific agreement between Kimley-Horn and Associates, Inc. ("Consultant") and Town of Argyle, Texas ("Client") in accordance with the terms of Resolution No. 2026-16, dated March 23rd, 2026, which is incorporated herein by reference.

Identification of Project:

Project Name: Roads Preliminary Design
Consultant's Project Manager: Alex Hass, PE

Specific scope of basic Services:

Consultant will prepare concept layouts for ~2,600-LF of public roads and develop preliminary opinion of probable construction cost.

Task 4.1 – Client Meetings and Project Coordination

Consultant will attend up to 10 project coordination meetings with or on behalf of Client to review project status, impacts to adjacent properties, and TxDOT access.

Task 4.2 – Conceptual Roadway Design

Consultant will prepare a conceptual design roll plot of each access road in digital format. The roll plots will depict right-of-way, typical sections, sidewalks, driveways, horizontal geometry, and vertical geometry. The consultant will base the design on boundary data and topographic survey provided by Consultant under separate Professional Services Agreement with Client.

Task 4.3 – Preliminary Drainage Design

Consultant will perform preliminary hydrologic and hydraulic analysis (H&H) within the limits of the proposed access roads, as determined to be reasonably necessary, to identify preliminary drainage infrastructure requirements. No H&H report or plan sheets will be provided.

Task 4.4 – Opinion of Probable Construction Cost (OPCC)

Consultant will prepare an OPCC for the access roads based on the preliminary design. At minimum, the OPCC will include items such as earthwork, subgrade, pavement, sidewalks, and drainage infrastructure. In preparing the OPCC, the Consultant will use TxDOT low-bid unit prices and readily available unit price data from the Client and adjacent municipalities from similar projects.

Task 4.5 – Future Task Order

Upon completion of the Task Order, Consultant will prepare Task Order proposal for final engineering, bidding services, and construction phase services of roads.

Additional Services if required:

Any services not specifically provided for in the tasks above will be billed as additional services and performed at Consultant's then-current hourly rates. Consultant may perform additional services upon request from the Client.

Terms of compensation:

Consultant will perform the Specific scope of basic Services on an hourly labor fee plus expense basis for an amount not-to-exceed $75,000.

TOWN OF ARGYLE
308 DENTON STREET EAST
ARGYLE, TX 76226
PHONE: 940-464-7273

RFQ Announcement
The Town of Argyle ("Town") announces a REQUEST FOR QUALIFICATIONS ("RFQ") for Street Maintenance & Repairs as specified in the attached pages, until Wednesday, January 28, 2026, at 2:00 PM CST. Late submissions will not be accepted.

Term
This is a one (1) year contract with four (4) optional annual renewals.

Pre-Proposal Meeting
The Town will not host a pre-proposal meeting for this solicitation.

Deadline for Questions
The deadline for all questions is Monday, January 12, 2026, at 5:00 PM CST. All questions must be issued in writing to purchasing@argyletx.com. Please include the RFQ #2025-013 in the subject line. Questions will not be answered over the phone. Responses will be posted as an Addendum by Wednesday, January 14, 2026, at 5:00 PM CST.

Receipt of Proposals
Proposals will be accepted in digital format only. Submissions will be date and time-stamped upon submission, and respondents will receive an automated message confirming the Town has received their submission. Respondents are urged to start their submission process early.

Late Submissions
The Town appreciates your time and effort in preparing a response to this RFQ. Please note that to be considered, all submissions must be received by the deadline shown above. Proposals received after the deadline will not be considered for the award of this contract and will be considered void and unacceptable.

Public Opening
The public opening will be virtual. Submittals will be opened immediately after the RFQ deadline. As this is a Request for Qualifications (RFQ) and not a competitive bid, only the names of the responding firms will be read aloud. No evaluation or discussion of the contents will occur at the public opening. All statements of qualifications will be reviewed and evaluated in accordance with the selection criteria outlined in this RFQ.

Meeting Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDdiYjc4YmYtZmM0OS00ZTVkLWI0ZDMtNDRjODA0ODc2ZGY5%40thread.v2/0?context=%7b%22Tid%22%3a%2236cf5291-b244-4891-a26c-4559af1b5504%22%2c%22Oid%22%3a%2253a6b21a-3f89-4640-b7b3-007fde3ae1dd%22%7d

Meeting ID: 253 722 647 154 40

Passcode: vn9T9pw3

I. INTRODUCTION

A. OVERVIEW OF THE TOWN OF ARGYLE

The Town of Argyle, Texas, is a growing community of approximately 11.6 square miles located in north-central Denton County within the Dallas–Fort Worth metroplex. Known for its scenic neighborhoods and proximity to US-377, FM-407, and I-35W, it balances rural charm with regional connectivity. As part of a rapidly expanding county, Argyle offers its residents a rural oasis. Vendors working in the area should verify utility service boundaries, zoning requirements, and access standards early in the process since service providers, transportation corridors, and jurisdictional details vary across the region.

B. PURPOSE AND INTENT OF THE RFQ

The purpose of this Request for Qualifications (RFQ) is to solicit statements of qualifications from experienced and qualified professional engineering firms to provide municipal engineering services related to annual street maintenance and repairs.

C. QUALIFICATIONS-BASED SECTION STATEMENT (CH 2254 COMPLIANCE)

1) This solicitation is issued as a Request for Qualifications (RFQ) in accordance with Texas Government Code Chapter 2254, Subchapter A, commonly known as the Professional Services Procurement Act. The Town of Argyle will evaluate and select the most qualified firm based solely on demonstrated competence and qualifications to perform the required services.

   The Town will not consider cost information in the initial selection phase. Following the ranking of the most qualified firm, the Town will enter into negotiations to establish a fair and reasonable fee. If the Town and the top-ranked firm cannot reach agreement, negotiations will be terminated, and the Town may proceed to negotiate with the next most qualified firm, consistent with

statutory requirements.

All respondents must acknowledge that the Town's evaluation and selection process will fully comply with Chapter 2254 and other applicable provisions of the Texas Local Government Code and Town procurement policies.

D. NO GUARANTEE OF ANY MINIMUM AMOUNT OF WORK

1) The Town of Argyle makes no guarantee of any minimum amount of work or compensation under this solicitation or any resulting contract. Execution of an agreement does not constitute a commitment by the Town to request or authorize any services. Any work will be requested and authorized by the Town on an as-needed basis, and payment will be made only for services actually performed and accepted by the Town in accordance with the terms of the contract.

II. SCOPE OF SERVICES: The selected firm will assist the Town with evaluation, prioritization, design, and delivery support of annual street maintenance and repair projects. Services may include, but are not limited to:

A. Pavement & Right-of-Way Assessment

1) Conduct town-wide pavement condition assessments or update existing pavement condition data such as PCI, PASER, or equivalent ASTM-compliant scoring, plus multi-year deterioration and benefit-cost modeling, to prioritize projects objectively.
2) Identify streets for which annual maintenance work is either not necessary due to good pavement quality or pavement is unsuitable for maintenance techniques, thus requiring complete rehabilitation.
3) Evaluate roadway drainage, ADA/accessibility compliance, and right-of-way conditions impacting pavement performance.
4) Evaluate utility issues such as waterline leaks, utility trench failures, and water intrusion before recommending pavement treatment.

B. Project Development & Prioritization

1) Develop multi-year maintenance programs aligned with Town budget capacity and lifecycle planning.
2) Recommend cost-effective treatment types, including: crack sealing, patching, overlays, mill-and-overlay, slurry seal, micro-surfacing, full-depth repair, or roadway reconstruction.

3) Provide plan sets for limited extensions of roadways, accessways or entry drives.
4) Prepare project cost estimates, sequencing plans, and scheduling recommendations.

C. Design, Plans, and Specifications
1) Prepare bid documents, construction plans, technical specifications, quantities, and contractor performance requirements for annual maintenance programs.
2) Support procurement processes including bid review, recommendation for award, and contract development assistance.

D. Construction Phase Services
1) Provide construction observation and quality assurance/quality control (QA/QC) oversight.
2) Review contractor submittals, pay applications, field changes, and change order requests.
3) Conduct punch list inspections and final acceptance inspections.
4) Engineer shall act solely in the interest of the Town, document contractor errors, prevent contractor-driven treatment selection, and certify compliance with long-term performance standards.

E. Resident & Stakeholder Communication Support
1) Develop communication tools including project maps, notice templates, phasing plans, traffic control exhibits, and public information materials to support Town outreach.

F. VI. Annual Reporting & Program Management
1) Maintain and update pavement management system databases.
2) Produce annual performance reports documenting network conditions, treatment effectiveness, financial summaries, and recommendations for future programming.

G. Other
1) Root-Cause Pavement Failure Analysis
   i. On an as needed basis, perform pavement forensic diagnostics such as: subgrade evaluation, drainage flow assessment, utility trench evaluation, and core sampling.
2) In Depth Drainage Diagnostics
   i. On an as needed basis, complete a full hydrologic and hydraulic review of affected roadways, including ditch flow, culvert capacity, crown/cross-slope deficiencies, and ponding analysis.

3) On an as-needed basis, provide a forensic analysis of failures, including potential poor workmanship, poor design, drainage or subgrade causes.

III. MINIMUM QUALIFICATIONS

A. FIRM LICENSING

1) Be currently licensed to practice engineering in the State of Texas in accordance with the Texas Engineering Practice Act (Texas Occupations Code, Chapter 1001).
2) Maintain good standing with the Texas Board of Professional Engineers and Land Surveyors (TBPELS), with no history of disciplinary actions in the past five (5) years.
3) Have a designated Professional Engineer (P.E.) licensed in Texas who will serve as the Engineer of Record.
4) Demonstrate the firm's ability to execute and seal engineering plans and documents per state law and the Town's adopted standards.
5) Provide evidence of adequate insurance coverage, including professional liability (errors and omissions), general liability, and workers' compensation, in compliance with Town policy.

B. MUNICIPAL EXPERIENCE

1) Minimum of five (5) years of demonstrated experience delivering municipal street maintenance, pavement management, and/or roadway rehabilitation programs.
2) Experience must include work for Texas municipalities or state agencies.

C. PAVEMENT MANAGEMENT EXPERTISE

1) Demonstrated experience conducting PCI assessments or equivalent pavement evaluations.
2) Proven ability to develop pavement lifecycle programs, multi-year capital planning, and cost-effective maintenance strategies.

D. DESIGN & CONSTRUCTION OVERSIGHT CAPABILITY

1) Experience preparing construction plans and specifications, bid packages, quantities, and cost estimates.
2) Documented experience providing construction observation, QC/QA oversight, and contract administration support.

E. CAPACITY & AVAILABILITY

1) Firm must demonstrate adequate staffing, availability, and project management structure to deliver annual programming without schedule delays.

2) Key personnel assigned must be committed to the duration of th contract term.

F. LEGAL & CONTRACTUAL COMPLIANCE

1) Must demonstrate compliance with all applicable federal, state, and local regulations including procurement, contracting, and engineering standards.
2) Must maintain professional liability and general business insurance coverage customary to engineering service contracts.

G. COMPLIANCE WITH APPLICABLE LAWS

1) Comply with all applicable federal, state, and local laws, regulations, and ordinances governing professional services and municipal contracting.
2) Affirm adherence to:
   i. Texas Government Code, Chapter 2254 (Professional Services Procurement Act)
   ii. Texas Government Code, Chapter 2270 (Prohibition on Boycotting Israel)
   iii. Texas Government Code, Chapter 2252, Subchapter F (Prohibition on Certain Foreign-Owned Companies)
   iv. Texas Local Government Code Chapters 252, 271, and 395, as applicable
3) Ensure compliance with TCEQ, FEMA, and NFIP requirements relevant to drainage, floodplain management, and stormwater regulation (MS4).
4) Certify the absence of conflicts of interest under Local Government Code Chapter 176 and provide a Form CIQ and Form 1295 upon award.
5) Maintain all records, plans, and data in accordance with Texas Public Information Act and the Town's record retention policies.

IV. SUBMISSION INSTRUCTIONS

A. SUBMISSION FORMAT (PHYSICAL/DIGITAL)

1) Proposals will be accepted in digital format only. Submissions will be date and time-stamped upon submission, and respondents will receive an automated message confirming the Town has received their submission. Respondents are urged to start their submission process early.
2) https://app.smartsheet.com/b/form/019aa346cee77caca486681c64018f4c
3) WE WILL NOT ACCEPT PHYSICAL SUBMISSIONS

4) WE WILL NOT ACCEPT ANY DOCUMENTATION SUBMITTED VIA EMA

B. PUBLIC INFORMATION ACT NOTICE

1) If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, please clearly identify those portions as "CONFIDENTIAL". Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. Tex. Loc. Govt. Code 252.049(b)

2) The Town will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction.

3) In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

4) Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

C. PROPOSAL CONTENT REQUIREMENTS: Total number of pages from Respondent must not exceed 30 (excluding the required forms), brevity and clarity are encouraged.

1) FIRM PROFILE
   i. Provide a concise description of the firm's history, ownership structure, and areas of professional specialization.
   ii. Identify the firm's main office location and any branch office(s) that will support the Town of Argyle.
   iii. Include firm size, number of licensed professional engineers, and organizational chart illustrating how municipal engineering assignments will be managed.
   iv. Describe the firm's philosophy toward client service and collaboration with municipal staff.
2) EXPERIENCE & SAMPLE PROJECTS
   i. Summarize recent (past five years) municipal engineering projects comparable in scope and complexity to the services described in this RFQ.
   ii. Include project name, client, location, year completed, brief scope description, and key personnel involved.
   iii. Highlight experience related to subdivision/development review, drainage/floodplain management, public infrastructure design, capital improvement programming, and plan review support.
   iv. Identify at least two projects performed for Texas municipalities of similar population and regulatory environment.
3) PROJECT TEAM & RESUMES
   I.
4) APPROACH TO DELIVERY
   I.
5) REFERENCES
6) REQUIRED FORMS (SEE SECTION VIII.)

V. EVALUATION & SELECTION CRITERIA

A. CRITERIA

Proposals will be reviewed and scored based on the following criteria:

CRITERIA	MAX POINTS

Relevant street maintenance and pavement management experience of key staff assigned to the project.	25
Technical approach to evaluation, prioritization, and cost-effective treatments.	25
Proven ability to develop specifications for road and maintenance projects in a manner to reduce project costs without adversely impacting project quality and longevity.	25
Qualifications and availability of key staff	10
Reference performance with Texas municipalities	10
Understanding of local infrastructure and constraints	5
TOTAL	**100**

Once each proposal has been reviewed and scored, the Town may at its sole discretion: choose to interview one (1) or more Respondent(s); begin contract negotiations without conducting interviews; or reject any and all proposals and re-bid this project.

The Town will recommend an award of one (1) or more Respondent(s) whose proposal offers a Best Value to the Town.

B. SCHEDULE OF EVENTS

Town Council approves all award recommendations. Council typically meets on the third Monday of each month. The Town anticipates the following schedule:

EVENT	DATE
BID POSTED	January 03, 2026
DEADLINE FOR QUESTIONS	January 12, 2026
PROPOSALS DUE	January 28, 2026
EVALUATION & OPTIONAL INTERVIEWS	February
AWARD RECOMMENDATION TO COUNCIL	March 16, 2026

1) Firms shortlisted as top-ranked respondents may be asked to participate in an in-person interview with the Town's evaluation committee. Interviews are mandatory for those firms selected, and failure to attend will result in disqualification from further consideration.

VI. TERMS & CONDITIONS

A. RIGHT TO ACCEPT/REJECT: The Town of Argyle reserves the right to acce or reject any or all submittals, to waive any informalities or irregularities in the qualifications received, and to accept the submittal that, in the judgment of the Town, will best serve the public interest and the Town's needs. Submission of qualifications does not obligate the Town to award a contract or to pay any costs incurred in the preparation of a response.

B. CANCEL RFQ: The Town reserves the right to cancel this Request for Qualifications in whole or in part at any time if it is determined to be in the best interest of the Town to do so. The Town shall have no liability to any respondent arising out of such cancellation.

C. NO REIMBURSEMENT OF COSTS: Respondents acknowledge and accept that the Town will not be liable for, nor reimburse, any costs incurred by firms in the preparation, submittal, or presentation of their qualifications, or for any other costs incurred prior to the execution of a contract with the Town.

D. LOBBYING PROHIBITION (CONE OF SILENCE): From the date this RFQ is issued until the contract award is made, respondents and their agents are prohibited from contacting or communicating with Town officials, Town Council members, or evaluation committee members regarding this solicitation, except through the designated procurement contact identified in this RFQ. Violation of this "Cone of Silence" may result in disqualification from consideration. This restriction is intended to ensure a fair and equitable selection process.

VII. ATTACHMENTS

A. EXHIBIT A – VENDOR STATEMENT OF AGREEMENT
    1) W9 form
    2) CIQ form
    3) Addenda Acknowledgement

B. EXHIBIT B – DRAFT PSA AGREEMENT
    1) The Town of Argyle's standard Professional Services Agreement (PSA) is included as an attachment to this RFQ. Each respondent shall carefully review the PSA and include with their submittal either:
        i. A redlined version of the PSA reflecting any requested revisions, additions, or deletions; or
        ii. A written statement confirming that the firm accepts the PSA as written.
    2) All requested changes must be clearly identified and submitted as part of the qualifications package. The Town will not consider requests for modifications or exceptions after submittal.
    3) Failure to submit either a redlined PSA or a written statement of acceptance will be deemed as the firm's acknowledgment and acceptance of the PSA in its entirety and readiness to execute the agreement without modification.

C. EXHIBIT C – NON-COLLUSION STATEMENT

D. EXHIBIT D – EQUAL EMPLOYMENT OPPORTUNITY

BID 2025-013 OPENING STREET MAINTENANCE

	BID Respondant	Date Submitted	Contact Name	Email	Phone	Address	City	State	Zip	Submission Complete	Notes or Comments	Date of Bid Opening
1	Schaumburg & Polk, Inc.	01/28/26 9:39 AM	Diana Lowe	dlowe@spi-eng.com	+1 (972) 563-0205	819 W Moore Avevue	Terrell	Texas	75160			
2	McManus & Payne Consulting Engineers	01/28/26 9:45 AM	Tara Payne	tpayne@mcmanuspayne.com	+1 (888) 344-6523	13980 FM 121 (Physical) or PO Box 835 (Mailing)	Van Alstyne	TX	75495			
3	Teague Nall and Perkins, Inc.	01/28/26 9:49 AM	Chris Hartke	chartke@tnpinc.com	+1 (904) 205-4409	3200 S. Interstate 35E, Suite 1129	Denton	Texas	76210			
4	Westwood Professional Services, Inc.	01/28/26 11:18 AM	Clay Riggs, PE, CFM	clay.riggs@westwoodps.com	+1 (512) 485-0831	9800 Hillwood Parkway, Suite 250	Fort Worth	TX	76177			
5	Kimley-Horn and Associates, Inc.	01/28/26 1:50 PM	Colton Hermes	colton.hermes@kimley-horn.com	+1 (940) 536-0177	100 West Oak Street Suite 203	Denton	Texas	76201			



Statement of Qualifications for

Argyle Street Maintenance and Repairs

RFQ 2025-013

JANUARY 28, 2026

PREPARED FOR

THE TOWN OF ARGYLE

PREPARED BY

Kimley»Horn

Expect More. Experience Better.





1 COVER LETTER

2 FIRM PROFILE

5 EXPERIENCE AND SAMPLE PROJECTS

8 PROJECT TEAM AND RESUMES

13 APPROACH TO DELIVERY

17 REFERENCES

18 REQUIRED FORMS

31 LEGAL AND CONTRACTUAL COMPLIANCE

31 COMPLIANCE WITH APPLICABLE LAWS

31 MINIMUM QUALIFICATIONS

32 INSURANCE

COVER LETTER

Re: Town of Argyle Street Maintenance and Repairs Project

THE TOWN OF ARGYLE

308 Denton Street
East, Argyle, TX
76226

JANUARY 28, 2026

Kimley»Horn

100 West Oak Street
Suite 203
Denton, TX 76201

940.287.3620

kimley-horn.com

Dear Members of the Selection Committee:

Kimley-Horn understands the Town of Argyle is seeking a qualified consultant to provide pavement condition assessments, asset inventories, and clear recommendations for future improvements. Kimley-Horn has been helping cities and agencies across Texas develop similar programs and has assembled a team with local knowledge and technical experience to assist the Town. We intend to apply our knowledge of current pavement conditions in the Town to deliver an in-depth program tailored to your needs. **As you review our proposal, please keep the following key benefits in mind:**

LOCAL KNOWLEDGE AND PRESENCE. Kimley-Horn has successfully worked with various municipalities in Denton County, where the Town of Argyle resides. We have a seasoned local team prepared to serve the Town of Argyle, applying our experience on comparable projects with successful outcomes at municipalities across the North Texas region. **Our Denton office, located just 15 minutes from Town Hall, will serve as the primary support location, maintaining rapid response and local insight.** We will provide consistent, high-quality service for the duration of the project and will not consider any project complete until you are satisfied.

PAVEMENT EXPERTS WITH NATIONAL RESOURCES. Over the past decade, our team has executed hundreds of similar programs nationwide. Additionally, Kimley-Horn collects more than 3,500 miles of pavement data annually with our subconsultant ICC-IMS. We have the capacity, resources, and dedicated team availability to successfully meet the demands and schedule requirements of this project. We are backed by the resources of 9,800 staff in more than 145 offices across the United States and Canada, including 1,800 employees in Texas, and can collaborate with additional subject matter experts nationwide to address any unique challenges that arise. **Our experience includes developing and implementing pavement management programs for municipalities of similar size and complexity to Argyle, including Highland Park, Sanger, Gainesville, and Sherman.** This depth of experience and nationwide support drives efficient delivery and clear, data-driven support you can rely on.

IN-HOUSE PAVEMENT TOOLS. Kimley-Horn has developed an in-house tool, **DRIVE**, for roadway inventory, asset visualization, and evaluation**. DRIVE is a web-based pavement management tool that helps public agencies and pavement owners manage their pavement and asset inventories.** DRIVE also enables real-time scenario planning, cost-benefit analysis, and automated reporting — empowering Town staff to make informed, data-driven decisions. Our team of highly qualified pavement engineers understand that proactive maintenance and repairs save time and money, so we will provide budget analysis and project planning modules that help you create a roadmap for the most cost-effective treatments for your pavement networks.

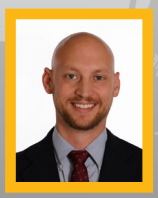
We look forward to collaborating with the Town on this essential initiative and contributing to the ongoing improvement of its transportation infrastructure. Please do not hesitate to contact Colton at **940.536.0177** or colton.hermes@kimley-horn.com; Travis at 469.914.8732 or travis.phemister@kimley-horn.com with any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Colton Hermes, PE
Project Manager and
Point-of-Contact



Travis Phemister, PE
Principle-in-Charge and
QC/QA Manager

FIRM PROFILE

Firm History, Ownership Structure, and Areas of Professional Specialization

Kimley-Horn and Associates, Inc. (Kimley-Horn) was founded 58 years ago in 1967 by transportation planners and traffic engineers in Raleigh, NC. Today, Kimley-Horn is a full-service engineering, planning, and environmental consulting firm with more than **9,800 employees nationwide,** offering comprehensive services. **A sampling of these specialized services is listed below:**

- Transportation Planning and Traffic Operations
- Roadway Planning and Design
- Survey
- Water and Wastewater Planning and Design
- Structural Engineering
- Urban Planning
- Stormwater, Drainage, and Floodplain Studies
- Construction Support and Engineering
- Land Development
- Pavement Management
- Environmental Studies
- Landscape Architecture

Kimley-Horn is a privately held corporation, fully owned by individuals who are current employees of the firm.

In Texas, Kimley-Horn has 1,800+ employees in 25 offices that provide transportation planning and engineering, water/wastewater engineering, and site planning and design, among other services. **Our engineers, urban designers, planners, and landscape architects develop insightful solutions to deliver practical results that consistently exceed our client's expectations.**

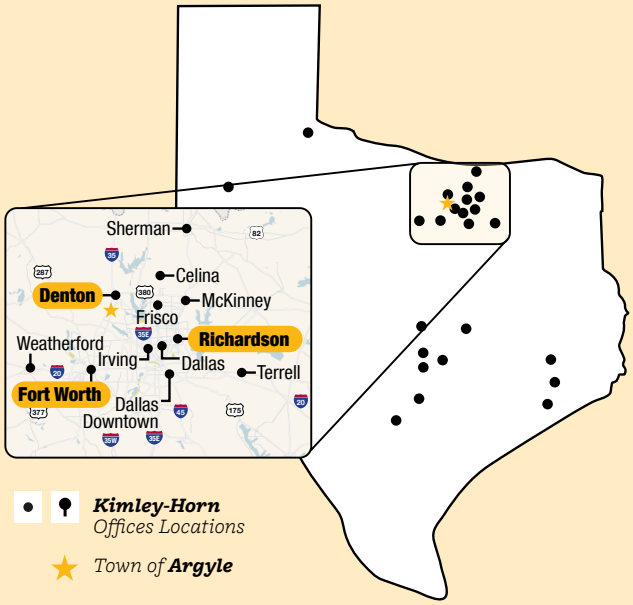
Main Office Locations and Office Locations Supporting Town of Argyle

At just 15 minutes from town hall, **the Kimley-Horn Denton office will serve as the primary support for the Town**. Project Manager Colton Hermes, PE and his assembled team are well-positioned and ready to respond quickly to any need that arises. In addition to the 30 licensed professional engineers in Denton, selecting Kimley-Horn means getting access to the 12 surrounding DFW offices and **5,828 licensed professional engineers nationwide**. This combination of local support and national depth provides unmatched resources and problem-solving for your Town.

Supporting Offices

- Denton
- Richardson
- Fort Worth
- Westlake (Coming Soon)

Kimley-Horn is a firm with more than **9,800 employees nationwide.**



Organizational Chart

Kimley-Horn knows that when you choose a consulting firm, you are really choosing the people who will bring you technical expertise, hands-on experience with similar projects, and a commitment to timely, first-rate deliverables. The proposed Kimley-Horn team below has a history of completing similar projects and a proven track record of providing focused attention for each assignment, regardless of size. **As project manager and team lead of the Denton office, Colton Hermes will be the point of contact and will delegate assignments to the team below.**

*= Subconsultant



Project Manager and Point of Contact
COLTON HERMES, PE



Principle-in-Charge and QC/QA Manager
TRAVIS PHEMISTER, PE



Deputy Project Manager and Senior Pavement Specialist
TIM MILLER, PE

Roadway
ALEX HASS, PE

Traffic/ADA
MATT POOL, PE

Utilities
CHRIS IGO, PE

GIS
CONNOR EVANSKI, PE

Data Collection
GEOFF DEW
*INTERNATIONAL CYBERNETICS COMPANY (ICC-IMS)**

Geotechincal Engineering
MICHAEL ROLAND, PE
*ALLIANCE GEOTECHNICAL GROUP**

Construction Phase Services
BRAD RUSK, CPC, CCCA, ENV SP

Firm Availability

Kimley-Horn is committed to the Town of Argyle's success and growth. We have carefully selected a team that is readily available to serve Town staff in both the short-term and long-term duration of this project. We commit our project manager, Colton Hermes, PE, and support staff shown in the organizational chart for the entire duration of this contract. We will make sure that all staff presented in our statement of qualifications will be available without delegation or replacement.

In the event of unforeseen circumstances, any proposed personnel changes will be subject to prior approval by the Town, and we will ensure continuity of service with equally qualified professionals.

To make sure he is able to provide an adequate amount of in-house resources for any given task, Colton will use Kimley-Horn's forecasting process, Castaheads. Every month, all project managers determine staffing requirements needed (by task) for all projects. These resources are allocated to the support personnel assigned to the project. Colton will also plan ahead for key milestones with this tool and identify any additional resources required to meet those milestones.

This proactive resource planning ensures that the Town's program will remain on schedule and fully staffed, even during peak workload periods.

Philosophy Toward Client Service

The core elements of Kimley-Horn's philosophy are expressed in its mission statement: **Kimley-Horn is a business-based consulting practice, operated with integrity and dedicated to providing timely, quality professional services in a profitable manner**—thus meeting the needs of our clients and satisfying the professional and financial objectives of our employees and owners.

Kimley-Horn keeps clients and staff at the center of our business. Co-founder Ed Vick said, "We have no reason to exist except to serve our clients." That intense focus on providing quality to the people we serve has made Kimley-Horn one of the nation's top consulting firms in every discipline we practice.

Every member of the selected team for this engagement plays a key role in maintaining these values as they relate to client service and project approach. We select individuals for each team based on their exemplary track record of serving clients in the past, coupled with the technical expertise and skill set we believe are required. We continually seek the best functional balance between cost, reliability, timing, and performance on our projects. We value engineering practices and related concepts and make them an integral part of our project development process to optimize our clients' funds while maintaining a high level of design quality. The success of our process stems from understanding the specific needs of each project and working with Town staff to implement the most effective solution.

Collaboration with Municipal Staff

One of Kimley-Horn's largest practices is in the municipal arena. Our municipal clients look to us for creative solutions that allow them to implement their projects quickly and efficiently. We listen to our clients to understand their needs and map out clear, concise, and achievable plans to meet their goals and timetables.

With our significant local resources, we have the professional capabilities and accessibility to support you on short-notice meetings and work sessions. Our staff also have deep knowledge of regional objectives and local conditions. In addition, many of our staff members are former municipal engineers and planners. Our team's combined municipal experience in design, administration, and construction phase services gives us a specific understanding of how to work with public works, redevelopment agencies, state departments of transportation, and other regulatory agencies. We have served hundreds of municipalities throughout the nation.

Our passion for helping our public agency clients has resulted in over 90 percent of Kimley-Horn's work originating from repeat clients, which speaks to the firm's commitment to client service. We have an extensive list of municipal clients and projects. The list below shows municipalities, counties, and other government entities we've served on similar transportation, water/wastewater, stormwater and drainage, and roadway on-call projects.

EXPERIENCE AND SAMPLE PROJECTS

GAINESVILLE STREET AND UTILITY MAINTENANCE PROGRAM (SUMP) | GAINESVILLE, TX



Kimley-Horn developed, designed, and managed the Citywide SUMP for the City of Gainesville. The team aided the City in prioritizing the streets based on both roadway and utility infrastructure needs. We assisted the City in developing the capital improvement program (CIP) to program the projects for funding and construction. The projects were phased to be designed and constructed over 10 years. Since the City adopted the original SUMP in 2010, Kimley-Horn has managed, designed, and provided construction-phase services for 17 projects. The projects have been addressed through maintenance programs like annual crack sealing, spot repairs as need, and full design reconstruction projects. The scope of services have included: project management, roadway, sidewalk, storm drainage, water line, sanitary sewer line design, franchise utility coordination, TxDOT and railroad permitting, bidding, and construction phase services. In the last five years, we have completed over 20,000 linear feet (LF) of roadway rehabilitation, 11,000 LF of sanitary sewer replacement, 14,000 LF of water line replacement, and 10,000 LF of storm drain improvements.

Client and Location | MAP-MARKER-ALT City of Gainesville, TX

Year Completed | April 2021

Key Personnel | Colton Hermes, Project Manager | **Tim Miller,** Deputy Project Manager | **Connor Evanski,** GIS Lead

SHERMAN PAVEMENT ASSESSMENT, SHERMAN, TX



Kimley-Horn implemented a pavement management program for the City of Sherman. This project involved the use of automated data collection equipment provided by our subconsultant, ICC-IMS, to collect pavement condition and curb/gutter data on approximately 290 centerline miles of roadway. Data collected during the assessment will be used to populate our DRIVE system to help the City prioritize maintenance and rehabilitation projects. DRIVE is empowering the City with an easy-to-understand system that categorizes and visualizes their roadway pavement conditions, saving them time and money. Since completion, the City has used the pavement management program to establish annual

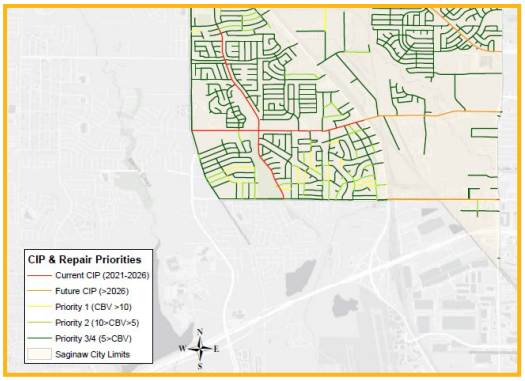
Client and Location | MAP-MARKER-ALT City of Sherman, TX

Year Completed | December 2022

Key Personnel | Tim Miller, Project Manager | **Colton Hermes,** Project Engineer
Connor Evanski, Project Engineer | **ICC-IMS,** Data Collection

SAGINAW PAVEMENT MANAGEMENT PROGRAM, SAGINAW, TX

Kimley-Horn implemented a comprehensive pavement and asset management program for the City of Saginaw. Kimley-Horn partnered with ICC-IMS to collect and report high-quality pavement condition data using advanced automated data collection equipment. The data collected through this program helps the City set logical funding targets to address existing and future pavement needs. In addition to reporting pavement condition index (PCI) values on over 100 centerline miles of City-maintained roadway, Kimley-Horn has prepared sidewalk and sign inventories for the City. The City uses Kimley-Horn's DRIVE tool to fully manage its pavement conditions to make sure roadways are safe and drivable. This tool puts the City back in the driver's seat. Empowering the City to update its infrastructure on a timely basis, DRIVE is the solution to pavement management.



Client and Location | MAP-MARKER-ALT Saginaw, TX

Year Completed | January 2023

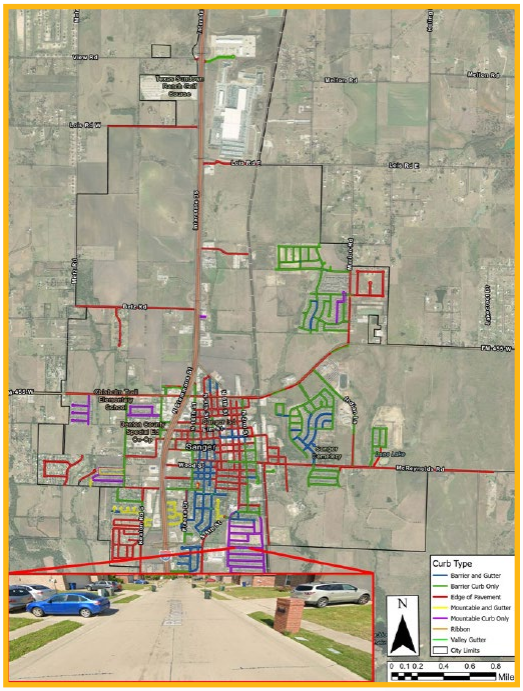
Key Personnel | Tim Miller, Project Manager | **Connor Evanski,** Project Engineer | **ICC-IMS,** Data Collection

SANGER INFRASTRUCTURE ASSET MANAGEMENT | SANGER, TX

Kimley-Horn was engaged by the City of Sanger to develop an innovative asset management framework, emphasizing the integration of 55 centerline miles of roadway and utility condition data into the City's CIP. This project involved a comprehensive approach to data collection, including an inventory of the City's roadway network and utility systems. We worked closely with City staff to define the roadway network, collecting data on surface types, lane widths, curb and gutter presence, and utility materials and sizes.

Using automated data collection methods, Kimley-Horn developed PCI values in accordance with ASTM D6433 standards. This analysis allowed us to assess current pavement conditions and factor in historical maintenance activities and functional classifications. Our findings were instrumental in prioritizing maintenance and rehabilitation projects tailored to the City's specific needs.

In addition to recommending maintenance projects based on established priorities—such as traffic volume, project costs, and proximity to key destinations we are preparing a comprehensive summary document detailing each project recommendation, complete with an engineer's opinion of probable costs. Our work not only provides the City with actionable insights but is also laying the groundwork for a sustainable asset management program that incorporates the condition of both roadways and utility assets.



An integral element of our approach was the utilization of our proprietary DRIVE software, which facilitated the integration and visualization of collected data. DRIVE enabled the City to analyze asset conditions in real-time and prioritize maintenance and rehabilitation projects effectively. This web-based tool not only houses inventories of pavement and non-pavement assets but also allows for scenario planning under various budgetary conditions, empowering the City to make informed and strategic decisions.

Client and Location | MAP-MARKER-ALT Sanger, TX

Year Completed | December 2024

Key Personnel | Colton Hermes, Project Manager | **Tim Miller,** Project Engineer | **Connor Evanski,** Project Engineer | **ICC-IMS,** Data Collection

PAVEMENT AND ASSET MANAGEMENT PROGRAM | HIGHLAND PARK, TX

In 2019, Kimley-Horn was selected to develop and implement a Town-wide pavement and asset management program (PAMP) using PAVER to rate pavement, predict pavement deterioration, and prioritize maintenance and rehabilitation. The PAMP included pavement condition assessment of approximately 45 lane-miles of roadway, condition analysis, performance modeling, and roadway resurfacing work planning over a five-year planning period. Pavement evaluations were conducted in accordance with ASTM D 6433 methodology. Additionally, Kimley-Horn collected and analyzed 20 miles of data using the RoadBotics tool as part of a quality calibration initiative to verify the tool. Other elements of the project included distress data analysis, PCI calculation, work program planning, and bid tabulation analysis. GIS updates were prepared and integrated into the final deliverable. The project team also assessed the Town's curbs, gutters, and sidewalks to develop holistic pavement repair recommendations that factored in other assets.

In 2024, Kimley-Horn updated the PAMP with new PCI assessment using visual methods and analysis of various budget scenarios to help prioritize roadway maintenance and rehabilitation projects in the Town's capital improvement plan. The data is being continuously updated in our DRIVE system, further empowering the Town to manage their roadway network and make sure their residents are safe while on the roads.

Client and Location | MAP-MARKER-ALT Highland Park, TX

Date Completed | August 2019 **(Phase 1),** December 2024 **(Phase 2)**

Key Personnel | Tim Miller, Project Manager | **Connor Evanski,** Project Engineer





PROJECT TEAM AND RESUMES



AVAILABILITY 40%

Colton Hermes, PE

PROJECT MANAGER/POINT OF CONTACT

Colton specializes in municipal roadway design and brings 11 years of experience serving North Texas communities. His expertise includes pavement assessment, cost estimating, roadway and drainage design, traffic control phasing, and stakeholder coordination.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Texas A&M University

Professional Engineer in Texas (No. 131056)

Professional Engineer in Oklahoma (No. 32472)

RELEVANT EXPERIENCE

- Gainesville Streets and Utility Maintenance Program, Gainesville, TX
- Sanger Streets and Utility Maintenance Program, Sanger, TX
- Sherman Pavement Assessment, Sherman, TX
- SUMP L – Field, Wine, and Tennie Street, Gainesville, TX
- SUMP K – Broadway Street, Gainesville, TX
- Marion Road Improvements, Sanger, TX
- Denton Construction Standards, Denton, TX



AVAILABILITY 30%

Tim Miller, PE

DEPUTY PROJECT MANAGER AND SENIOR PAVEMENT SPECIALIST

Tim is a national leader in pavement engineering, with 19 years of experience, bringing a deep background in pavement engineering and pavement management to the City. Having conducted hundreds of pavement condition assessments and implemented pavement management programs for dozens of clients, Tim is acutely aware of how pavement condition data drives the decision-making process. His work has resulted in the development of multi-million-dollar capital improvement programs.

PROFESSIONAL CREDENTIALS

Master of Science, Civil and Environmental Engineering, University of Wisconsin

Bachelor of Science, Civil and Environmental Engineering, University of Wisconsin

Professional Engineer in Texas (No. 156458)

RELEVANT EXPERIENCE

- Streets and Utilities Master Plan (SUMP), Gainesville, TX
- Pavement Management Program, Sherman, TX
- Pavement and Asset Management, Saginaw, TX
- Infrastructure Asset Management, Sanger, TX
- Pavement Asset Management, Highland Park, TX
- Pavement Maintenance and Repair Programs, Dayton, TX
- Pavement Management Program, Odessa, TX
- Eldorado Parkway Widening, Frisco, TX



AVAILABILITY 25%

Travis Phemister, PE

PRINCIPAL-IN-CHARGE AND QC/QA MANAGER

Travis has 17 years of experience and has been directly involved in over 150 Planning, Preliminary Design, Final Design, Construction, Standards Development, and Manual Writing projects for cities, counties, toll authorities, TxDOT, and private developers. Through these projects he has developed extensive project management skills having been responsible for all aspects of project management, contract development, and regulatory compliance. Travis has also been responsible for all aspects of site, roadway, and utility design including intersections, paving, grading, drainage, flood studies, water, wastewater, bridges, walls, bike/ped facilities, and construction estimate and scheduling.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, University of Texas at Arlington

Professional Engineer in Texas (No. 117182)

TxDOT Precertified: 1.3.1, 1.4.1, 1.5.1, 3.2.1, 4.2.1, 4.4.1

RELEVANT EXPERIENCE

- TxCDBG Paving Rehabilitation, Lavon, TX
- Elevon Parkway Design and Construction, Lavon, TX
- Avondale-Haslet Road Reconstruction, Haslet, TX
- Goodland Parkway New Location Design and Construction, Goodland, TX
- CR 3006 Widening and Reconstruction, De Kalb, TX
- First Street Intersection Improvements, Columbus, TX
- Dumas Avenue Widening and Reconstruction, Dumas, TX



AVAILABILITY 35%

Alex Hass, PE

ROADWAY

Alex has nine years of experience supporting local municipalities in DFW and statewide for TxDOT, contributing to planning, design, bidding, and construction phase services for residential streets and major arterial corridors. His technical background includes roadway geometrics, intersection and streetscape improvements, new roadway construction, widenings, pavement rehabilitation, drainage and utility design, traffic control plans, pedestrian improvements, pavement marking and signing layouts, franchise utility coordination, and stakeholder coordination.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Texas Tech University

Professional Engineer in Texas (No. 142747)

Local Government Project Procedures (LGPP) Certified

RELEVANT EXPERIENCE

- Ridge Road Extension, McKinney, TX
- Las Lomas Parkway Reconstruction and Widening, Terrell, TX
- SH 78/Elevon Parkway Improvements, Lavon, TX
- Louisiana Street Downtown Rehabilitation, McKinney, TX
- FM 3391 Reconstruction and Widening, Bureleson, TX
- Sage Hill Parkway Phase 1, Terrell, TX
- Southlake SH 114 Frontage Roads and Ramp Reconstruction, Southlake, TX



AVAILABILITY 20%

Chris Igo, PE

UTILITIES

Chris is a professional engineer with over 14 years of experience providing a wide range of projects involving water, sanitary sewer, site development, paving, and drainage. He has experience helping municipalities and utility authorities with CIPs, master planning, impact fees, risk assessments/ERPs, construction contract administration, and permitting.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Texas Tech University,

Bachelor of Science, Mathematics, Wayland Baptist University

Professional Engineer in Texas (No. 120045)

RELEVANT EXPERIENCE

- CMAR NBD 2&6 & SED-B Water/Sewer Replacements, Denton, TX
- Mingo and Ryan Road Water/Sewer Replacements, Denton, TX
- I-35 North and IH-35E Utility Relocations, Denton TX
- Street and Utility Maintenance, Sanger, TX
- Street and Utility Maintenance, Gainesville, TX
- I-35 North Utility Relocations, Gainesville, TX
- I-35 North and IH-35E Utility Relocations, Denton, TX
- Westside IV 42/36-inch Transmission Main, Fort Worth, TX
- Primrose 24-inch Waterline Design, Fort Worth, TX
- 36” Main Street Waterline, Fort Worth, TX



AVAILABILITY 30%

Matt Pool, PE

TRAFFIC/ADA

Matt brings over twelve years of practical experience with Kimley Horn’s transportation planning and traffic operations team and two years of research experience. He focuses on developing GIS-based data tools and leading ADA-Self Evaluations and Transition Plans as an accessibility specialist for projects across Texas and the nation.

PROFESSIONAL CREDENTIALS

Master of Science, Transportation Engineering, University of Texas

Bachelor of Science, Civil Engineering, University of Texas

Professional Engineer in Texas (No. 123334)

RELEVANT EXPERIENCE

- Saginaw ADA Self-Evaluation and Transition Plan, Saginaw, TX
- Denton ADA Self-Evaluation and Transition Plan, Denton, TX
- Desoto, Safe Streets and Roads for All, Desoto, TX
- McKinney Roadway Impact Fees (RIF), McKinney, TX
- Mansfield ADA Self-Evaluation and Transition Plan, Mansfield, TX
- Fate ADA Self-Evaluation and Transition Plan, Fate, TX
- Baytown ADA Self-Evaluation and Transition Plan, Baytown, TX
- Prosper ADA Self-Evaluation and Transition Plan, Prosper, TX
- Boerne ADA Self-Evaluation and Transition Plan, Boerne, TX
- San Angelo ADA Self-Evaluation and Transition Plan, San Angelo, TX



AVAILABILITY 25%

Brad Rusk, CPC, CCCA, ENV SP

CONSTRUCTION PHASE SERVICES

Brad has over 25 years of construction-related experience. He has worked for contractors in addition to performing construction management services for consulting engineering and brings a real-world approach to planning, design, and construction phase services. Brad has performed construction phase responsibilities on a variety of complex projects that include contract execution oversight, preconstruction meetings, construction scheduling and contractor schedule review, construction progress meetings, submittal and shop drawing coordination, request for information coordination, construction inspection and observation, pay application review, change orders, time impact analysis, claims analysis, project closeout, and project documentation.

PROFESSIONAL CREDENTIALS

Masters of Theology, Academic Ministries, Dallas Theological Seminary

Bachelor of Science, Business Management and Administration, Indiana University Kokomo

Certified Professional Constructor

RELEVANT EXPERIENCE

- Old Town Plaza Alleyway, Street and Park Improvements, Lewisville, TX
- Bear Creek Parkway Reconstruction and US377 Pedestrian Improvements, Keller, TX
- Bailey Boswell US 287 Overpass and Street Reconstruction, Saginaw, TX
- Shiloh Road Reconstruction, Plano, TX
- Airline Drive Reconstruction, Coppell, TX
- Great Southwest Parkway Reconstruction, Grand Prairie, TX



AVAILABILITY 15%

Connor Evanski, PE

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Connor has five years of experience in pavement management for airfield and roadway networks, leading ASTM D5340 inspections, distress analysis, and CIP programming. He is highly skilled in GIS data evaluation, web app development, and interactive deliverables, with proficiency in ArcGIS Pro, AutoCAD, and PAVER 7.0.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, California Polytechnic State University at San Luis Obispo

Professional Engineer in Texas (No. 157782)

RELEVANT EXPERIENCE

- Street and Utility Maintenance Program, Sanger, TX
- Pavement Management System, Sherman, TX
- Pavement Management System, Saginaw, TX
- Pavement Asset Management, Highland Park, TX
- Pavement Evaluation, Odessa, TX
- Pavement Management Program Review, Southlake, TX
- Pavement Management Program Support, Palm Springs, CA
- Riverside County Transportation Commission Express Lanes Road Pavement Analysis Services, Riverside, CA



AVAILABILITY 20%

Geoff Dew

DATA COLLECTION

Geoff is a data analysis manager with 18 years of experience in pavement and asset data collection, overseeing data verification, processing, and delivery for more than 500,000 miles of roadway and 3.5 million assets. He leads processing teams, develops project manuals, trains staff, ensures quality control, and designs department and project-level SOPs and DQMPs.

PROFESSIONAL CREDENTIALS

Business Administration, Human Resources Management Diploma, Durham College

RELEVANT EXPERIENCE

- Arizona Department of Transportation (ADOT) Network Data Collection and Processing, Phoneix, AZ
- Delaware Department of Transportation (DelDOT) Pavement Condition Data Collection, Delaware Valley, DE
- Wyoming Department of Transportation (WYDOT) Network Pavement Data Collection and Processing, Wyoming Valley, WY
- Texas Pavement Condition Survey, Fort Worth, TX
- Pavement Management, Tampa, FL
- Pavement Reconstruction Pavement Coring - Ivey Lane, Lilac Lane, and Rose Lane, Mobile City, TX



AVAILABILITY 20%

Michael Roland, PE

GEOTECHNICAL ENGINEERING

Michael has over 36 years of experience in geotechnical consulting and construction materials engineering in the North Texas area. The majority of the projects that Michael has worked on have consisted of roadway projects, including pavement design, PVR calculations, bridge foundation recommendations, and retaining walls.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, University of Texas at Arlington

Professional Engineer in Texas (No. 96043)

TxDOT Precertified: 12.1.1, 12.1.2, 12.4.1, 12.5.1, 14.1.1, 14.2.1, 14.3.1,

RELEVANT EXPERIENCE

- Pavement Reconstruction Horne Street, Fort Worth, TX
- Pavement Reconstruction Estate Lane, Forney, TX
- Pavement Reconstruction Valley View Lane at SH 183 Intersection Improvement, Irving, TX
- Utility and Paving Improvements O'Connor Boulevard from SH 114 to Riverside, Irving, TX
- IH-20 Frontage Roads, Grand Prairie, TX
- Pavement Reconstruction Mulberry Park and Shands Street Improvements, Forney, TX
- Pavement Reconstruction Lancaster Hutchins Road, Hutchins, TX

APPROACH TO DELIVERY

Kimley-Horn understands that the Town is seeking a consultant to develop an annual street maintenance and repair program, oversee the delivery of the recommended projects, and support the program in future years. Our local experience and technical expertise from numerous similar programs, both locally and across the country, and our partnership with premier data collector ICC-IMS, combine to make the Kimley-Horn team prepared to meet all the needs of this scope.

Kimley-Horn will deliver the maintenance and repair program according to the following work approach. We have implemented this approach on each municipal pavement management program highlighted above and are confident it can be tailored to the Town's specific needs. In general, we found the Town's scope of services to be comprehensive. We have added additional context and items for the Town's consideration in our proposed approach.

Project Initiation - Phase 1

Our approach for pavement assessment, maintenance, and rehabilitation begins with addressing the Town's most pressing needs swiftly and cost-effectively. We'll start by meeting with town staff to identify known problematic areas and gain a thorough understanding of their immediate needs. Kimley-Horn will use our team of pavement experts to perform rapid on-site visual inspections and determine the root cause of pavement issues. We will develop a simple plan of action for each issue and get the repairs out to bid. Our proactive approach makes sure

Pavement and Right-of-Way Assessment - Phase 2

To initiate pavement and right-of-way data collection, Kimley-Horn will first evaluate and complete a GIS library. It is crucial for the program to be built on accurate and complete information, including roadway segment age, material, classification, and work orders, adjacent utility type, material, size, future improvements, and any other asset information, such as traffic volumes.

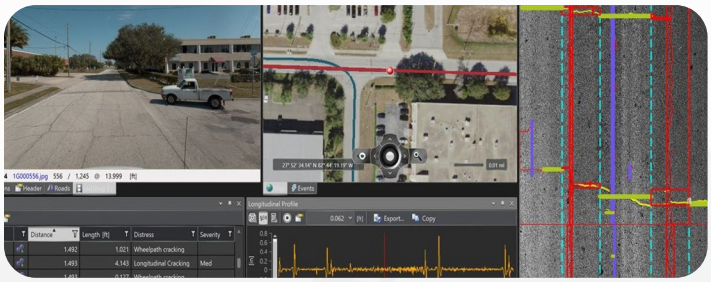
After finalizing the base library, Kimley-Horn will work with data collection partner, ICC-IMS, to collect the entire network. ICC-IMS will use its IrisPRO Pave data collection vehicle, equipped with a laser crack measurement system (LCMS-2), an inertial profiler, and a Ladybug 5+ right-of-way imaging system. Prior to beginning collection, Kimley-Horn and ICC-IMS will work with Town staff to calibrate all equipment. **This process includes:**

- Equipment certification from national test centers (specifically for IRI)
- Multi-pass validations of a test track at the ICC-IMS home base to show data collection repeatability and accuracy of a known roadway before mobilization
- **Adherence to ASTM D6433**

The collected data will include, at a minimum, visual distress surveys, automated data collection, surface distresses, subsurface coring and sampling, and right-of-way assets, including: ADA ramps, sidewalks, signage, curbs, street lighting, and road markings.

All pavement data will be processed to develop a Pavement Condition Index (PCI) and an International Roughness Index (IRI), and will be added to the GIS library.





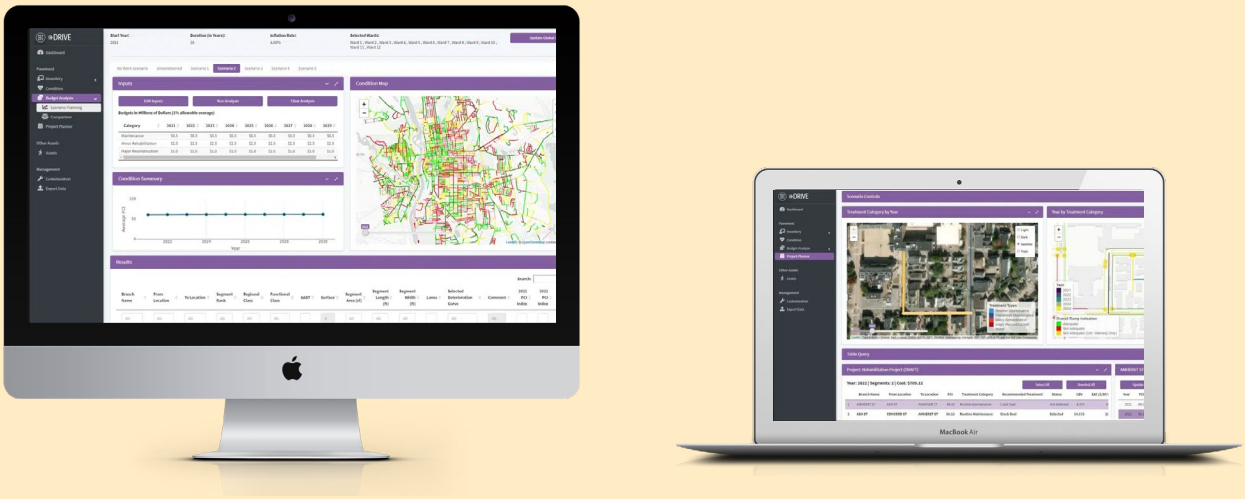
Project Development and Prioritization

Following collection, each segment will be assigned a maintenance recommendation from “Do Nothing/Monitor” to “Full Reconstruct.” Pavement performance models will be created to consider pavement conditions, surface type, functional classification, and past work history. These models provide estimates of the maintenance recommendation for each year of the program’s life.

These individual segment recommendations are then evaluated using comprehensive information from utilities, master plans, and other Town priorities to develop projects. **This method makes sure projects are completed only when they are efficient across all aspects.** Kimley-Horn will prepare planning-level cost and treatment information based on historical prices. Selection of Town-specific treatment types, costs, and related information will help tailor the resultant rehabilitation plan to Town needs.

Equipped with performance models, maintenance recommendations, and comprehensive project costs, the final deliverable can be tailored to fit the Town’s needs. Common applications we provide include multi-year project planning to fit within budget and additional budget scenarios for data-driven budgeting decisions.

Technology Solution: DRIVE



DRIVE can help you develop insights about your pavement network to inform data-driven pavement maintenance programs that include inventory, condition assessment, deterioration modeling, and capital improvement plan development.

Once roadway inventory and condition data are loaded into DRIVE, the software provides a customized analysis of:

- Roadway repairs and treatments
- Unit costs for treatment strategies
- Estimated life extension from repair
- Assignment of performance models to forecast future conditions
- Priority or ranking of each segment based on a cost-benefit value
- Condition thresholds for defined treatment strategies.

View and track pavement conditions in a highly visual interface, and incorporate other assets like sidewalks, ADA ramps, and buried utilities, to help make project selections.

Design, Plans, Specifications, and Bid Phase Services

When it is time for implementation, the Kimley-Horn team has extensive experience delivering maintenance and repair recommendations of all types. The first step for successful implementation is a field verification that the recommendation from the assessment remains the most appropriate action. **For a fast-growing Town, many things can change between assessment and implementation.** Taking the time to quickly revisit the project before beginning can save critical budget by avoiding poor maintenance applications.

For routine, recurring projects like crack seals, we will establish GIS-based procurement documentation that can be easily reused each year. **This allows for quick, cost-effective delivery for maintenance projects.**

For more substantial repairs, our municipal engineering team will prepare full plans, specifications, and estimates. Our team will leverage the collective decades of experience to provide value-engineering alternatives that are risk-averse, cost-effective, technically precise, and that guard the Town's best interests.

In the Gainesville SUMP, our team reduced construction costs by 18% on the Broadway Street rehabilitation project by optimizing pavement section design and reusing existing subgrade materials — without compromising the 20-year design life. We will apply similar strategies in Argyle to ensure that every dollar invested yields maximum long-term value.

We will also assist the Town throughout the bid phase, including preparation of bid advertisements, contractor outreach, bid tabulation, evaluation of proposals, and recommendations for award.

Construction Phase Services

For the benefit of our clients, Kimley-Horn often implements construction management and inspection services directly through our municipal engineering team. **Combining both design and construction phase services yields a seamless workflow, reduces communication gaps, and helps establish compliance with project specifications.** This integration enhances project quality, supports timely decision-making, and ultimately improves project efficiency and reduces costs.

Our construction phase services may include contractor submittal review, pay application verification, field change coordination, and change order evaluation — all performed with a focus on protecting the Town's interests. We may facilitate punch list inspections, final acceptance walkthroughs, and provide documentation of contractor performance, including any deviations from specifications or workmanship standards. Our team will act solely in the interest of the Town, ensuring that contractor-driven treatment substitutions are not permitted without prior review and that all work complies with long-term performance standards.

Resident and Stakeholder Communication Support

Community engagement and communication are key to any public project, no matter the size. The Kimley-Horn team has experience preparing all styles of informational deliverables for any platform. In addition to traditional formats, another technology solution available is Kimley-Horn's **PublicCoordinate**.

We will support the Town in developing project-specific communication materials such as construction notices, project maps, phasing plans, traffic control exhibits, and FAQs for residents. These materials will be tailored to the Town's preferred communication channels, including mailers, website updates, social media, and public meetings.

PublicCoordinate is Kimley-Horn's trusted public engagement solution—the premier choice for public agencies, planners, and developers seeking interactive public engagement tools. Simplify communication, enhance project transparency, and promote collaboration with this intuitive platform, enabling you to manage projects efficiently while ensuring that stakeholders stay informed and involved, driving successful outcomes and building stronger community relationships.

If desired by the Town, we can deploy PublicCoordinate to create interactive project maps, collect resident feedback, and provide real-time updates on project progress. This tool enhances transparency and helps build trust with the community throughout the life of the program.

Technology Solution: PublicCoordinate Works

- **Gain deeper stakeholder insights**

  Create interactive maps to gather public feedback and collect data using integrated surveys.

- **Showcase interactive, highly detailed project information to community stakeholders**

  Display information through highly customizable map visualizations, project webpages, and alternative concept plans.

- **Make data-driven decisions**

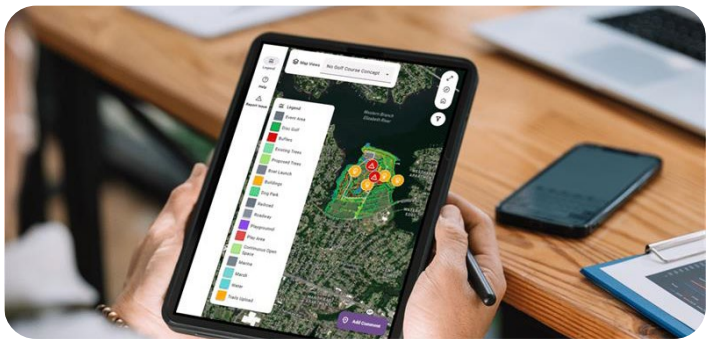
  Quickly review project dashboards that show key details at a glance.

- **Easily direct community members to your project**

  Create a map-based project webpage, opt to embed your map into a pre-existing project website, and quickly generate links and QR codes to share with your community.

- **Make your map widely accessible**

  Created with web accessibility in mind, reach diverse audiences with accessible information and content.





Annual Reporting and Program Management

As part of the maintenance and repair program, Kimley-Horn will maintain the Town's GIS database with real-time updates as projects are completed. The team will be on call to provide any graphics, reports, or presentations needed to keep staff and residents informed.

Each year, we will prepare a comprehensive Annual Performance Report summarizing pavement network conditions, treatment effectiveness, financial expenditures, and recommendations for future programming. These reports will be formatted to support Town Council presentations, budget planning, and public transparency.

If used, Kimley-Horn's technology solution, **DRIVE**, allows for all reports to be instantly regenerated upon a network change. Town staff can even be trained on the software to make updates and run internal reports.

This ensures that Argyle's pavement management system remains current, actionable, and aligned with the Town's evolving infrastructure needs.

Additional Analysis

For any additional analysis needed, the Kimley-Horn team can quickly mobilize to the field for inspection. No matter the situation, we will have access to technical experts across 12 local Dallas-Fort Worth Metroplex (DFW) offices or 156 offices nationwide.

REFERENCES

City of Gainesville, TX

Barry Sullivan | *City Manager* | 940.668.4500 | bsullivan@cogtx.org

Project Name | Gainesville Street and Utility Maintenance Program (SUMP)

Services Provided | Developed, designed, and managed a Citywide street and utility maintenance program

Key Personnel | Colton Hermes, Project Manager | Tim Miller, Deputy Project Manager | Connor Evanski, GIS Lead

City of Sherman, TX

Eric Sandberg | *Public Works Director* | 903.892.7019 | erics@cityofsherman.com

Project Name | Sherman Pavement Assessment

Services Provided | Developed a pavement management program that categorizes and visualizes roadway pavement conditions

Key Personnel | Colton Hermes, Project Engineer | Tim Miller, Project Manager | Connor Evanski, Project Engineer | ICC-IMS, Data Collection

City of Saginaw, TX

Randy Newsom | *Director of Public Works and Community Development* | 817.230.0448 | rnewsom@saginawtx.org

Project Name | Saginaw Pavement Management Program

Services Provided | Developed a pavement management program that leverages Kimley-Horn's proprietary pavement management software

Key Personnel | Tim Miller, Project Manager | Connor Evanski, Project Engineer | ICC-IMS, Data Collection

City Sanger, TX

Jim Bolz | *Director of Public Works* | 940.458.2571 | jbolz@sangertexas.org

Project Name | City of Sanger Infrastructure Asset Management

Services Provided | Integrated a pavement management system and implemented DRIVE to improve operations

Key Personnel | Colton Hermes, Project Manager | Tim Miller, Project Engineer | Connor Evanski, Project Engineer | ICC-IMS, Data Collection

Town of Highland Park, TX

Lori Chapin, PE | *Director of Engineering Services* | 214.559.9384 | lchapin@hptx.org

Project Name | Highland Park Pavement Assessment Management Plan

Services Provided | Implemented a pavement and asset management system; collected data to support the program, and managed DRIVE to improve efficiency

Key Personnel | Tim Miller, Project Manager | Connor Evanski, Project Engineer

REQUIRED FORMS

Exhibit A - Vendor Statement of Agreement

RFQ EXHIBIT A

VENDOR STATEMENT OF AGREEMENT

The Town of Argyle values its relationship with vendors and strives to be a fair, transparent, and desirable business partner. The Town's Accounts Payable Division makes every effort to ensure that payments are processed promptly, accurately, and in accordance with agreed terms.

To help us meet these standards and avoid unnecessary delays, please review the following information regarding the Town's procurement and payment processes. After reading, please complete, sign, and return this form along with a W-9 Form and a Conflict-of-Interest Questionnaire (Form CIQ).

- The Town of Argyle requires all vendors doing business with the Town to submit a signed copy of this Vendor Statement of Agreement, a completed W-9, and a Conflict-of-Interest Questionnaire (CIQ) prior to conducting business or receiving payment.
- A valid Purchase Order (PO) is required before any goods or services are ordered. Vendors must ensure a PO has been issued prior to delivery or work initiation.
- Invoices must be submitted electronically to: accounting@argyletx.com
- The Purchase Order number must appear on all invoices, statements, delivery tickets, packing slips, and correspondence. Missing or incorrect PO references may delay payment.
- Unless otherwise stated, all prices are F.O.B. destination, freight prepaid (delivery charges included in pricing).
- The Town of Argyle is exempt from sales tax under Texas Tax ID 75-1745829.
- Payment for goods and/or services will be made in accordance with the agreed payment terms, but not later than 30 days after receipt of a proper invoice and acceptance of goods/services, in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251).
- Vendors are encouraged to enroll in Electronic Funds Transfer (EFT) for faster, secure payment at no additional cost.
- Respondents are required to acknowledge receipt of all addenda issued by the Town of Argyle for any active solicitation or agreement. Failure to

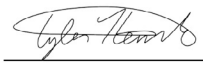
Exhibit A - Vendor Statement of Agreement

acknowledge all addenda may be grounds for disqualification or delay in contract execution.

By signing below, the vendor acknowledges receipt and understanding of the above information, agrees to comply with the Town's purchasing and invoicing requirements, confirms receipt, review, and incorporation of all addenda (if applicable) into their submittal, and confirms that all information provided to the Town is true and correct.

Tyler Henrichs, PE

PRINTED NAME OF SIGNATORY



SIGNATURE

January 28, 2026

DATE

W-9 Form

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kimley-Horn and Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
421 Fayetteville Street, Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code
Raleigh, NC 27601

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 6 - 0 8 8 5 6 1 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► Tammy F S | **Date** ► 10/23/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X — Form **W-9** (Rev. 10-2018)

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Kimley-Horn and Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

1/28/2026

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Exhibit B - Draft PSA Agreement

We'd like to propose the following modifications, as seen below, to RFQ EXHIBIT B - PSA EXHIBIT A Agreement Blank. We do not have any revisions, additions, or deletions to RFQ EXHIBIT B - PSA Blank Resolution nor to RFQ EXHIBIT B - PSA EXHIBIT C Compensation Fee Schedule Blank.

RFQ EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE TOWN OF ARGYLE, TEXAS, AND [COMPANY NAME]

This Professional Services Agreement ("Agreement") is made and entered into on this [DATE] by and between the Town of Argyle, Texas, a general law municipality of the State of Texas (the "Town"), and [Company Name], a limited liability company with a principal place of business at [Company Address], (the "Consultant").

RECITALS

WHEREAS, the Town desires to engage Consultant for [describe the services]; and

WHEREAS, Consultant represents that it has the expertise, experience, and personnel necessary to provide such professional services; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Consultant shall provide these services to the Town: and

WHEREAS, the Town has determined that Consultant is the most qualified firm for the project(s).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TERM

The term of this Agreement shall commence upon full execution of this Agreement by both partners and continue until all services have been completed set forth in Exhibit B (Scope of Services), unless earlier terminated in accordance with Section XI (Termination). Consultant shall complete all services within the timeframe set forth in Exhibit B (Scope of Services).

II. SCOPE OF SERVICES

Consultant agrees to provide [list most important specifics from Scope of Services] as further described in Exhibit B (Scope of Services). Services include, but are not limited to: [INSERT A BRIEF SUMMARY OR OVERVIEW OF SERVICES]

III. COMPENSATION

The total contract amount for services rendered under this Agreement shall not exceed [enter NTE Amount $0,000] unless amended in writing by both parties. Compensation shall be based on the fee schedule attached in Exhibit C. The Town shall make payments within thirty (30) days of receipt and approval of invoices.

IV. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an employee, agent, or representative of the Town. Consultant shall have control over the manner and means of

performing its services but shall perform all work in accordance with applicable laws and regulations.

V. ASSIGNMENT

Consultant shall not assign or subcontract any portion of this Agreement without prior written consent from the Town.

VI. AMENDMENTS

No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

VII. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, and other deliverables prepared by Consultant under this Agreement shall become the property of the Town upon payment for services rendered.

VIII. NONDISCLOSURE

Consultant shall not disclose any confidential information obtained during the course of performing services without prior written approval from the Town.

IX. INDEMNIFICATION

CONSULTANT AGREES TO ~~DEFEND,~~ INDEMNIFY~~,~~ AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING DEATH) TO THE EXTENT CAUSED BY THE ~~ARISING FROM~~ CONSULTANT'S NEGLIGENT PERFORMANCE, EXCEPT TO THE EXTENT CAUSED BY THE ~~SOLE~~ NEGLIGENCE OF THE TOWN.

X. INSURANCE REQUIREMENTS

Consultant shall maintain the following insurance coverage for the duration of this Agreement:

Commercial General Liability Insurance - $1,000,000 per occurrence
Professional Liability (Errors & Omissions) Insurance - $1,000,000 per claim
Automobile Liability Insurance - $1,000,000 combined single limit
Workers' Compensation Insurance - Statutory coverage

Consultant shall name the Town as an additional insured and provide proof of insurance prior to commencing work on all policies except for Workers' Compensation and Professional Liability.

XI. TERMINATION

A. Termination for Convenience

The Town and Consultant may terminate this Agreement at any time upon thirty (30) days written notice to Consultant.

B. Termination for Cause

If Consultant fails to perform its obligations, the Town may terminate this Agreement upon five (5) days written notice, provided Consultant does not cure the deficiency within the notice period.

Upon termination, Consultant shall be compensated for services satisfactorily performed prior to termination.

C. Termination by Engineer

The Engineer shall have the right to terminate this Agreement upon seven days' notice to the Town upon breach by Town of any of its obligations under this Agreement. In the event of such termination, the Engineer shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the Town's breach of this Agreement.

XII. DISPUTE RESOLUTION

Disputes arising under this Agreement shall first be resolved through informal negotiation. If unresolved, the parties agree to mediate the dispute before seeking litigation.

XIII. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any legal action shall be in Denton County, Texas.

XIV. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, including procurement and nondiscrimination regulations.

XV. MISCELLANEOUS PROVISIONS

No Waiver – Failure to enforce any provision shall not constitute a waiver of rights.

Severability – If any provision is found invalid, the remaining provisions shall remain in effect.

Entire Agreement – This Agreement, including Exhibits A, B, and C constitutes the entire understanding between the parties.

XVI. NOTICES

All notices under this Agreement shall be sent to:

Town of Argyle	[Company Name]
Attn: Town Manager	Attn: [FirstName LastName]
308 Denton Street	Address
Argyle, TX 76226	City, ST ZIP

XVII. STATUTORY VERIFICATIONS

RFQ EXHIBIT B

The Consultant makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

XVIII. FORM 1295

Submitted herewith is a completed Form 1295 in connection with the Consultant's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the

Consultant, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Consultant and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Consultant; and, neither the Town nor its consultants have verified such information.

SIGNATURES

TOWN OF ARGYLE	**[COMPANY NAME]**
By: _____	By: _____
[Name], Mayor	**[Name]**, [Position/Title]
Date: _____	Date: _____

EXHIBITS
Exhibit A – Agreement (this document)
Exhibit B – Scope of Services
Exhibit B – Compensation/Fee Schedule

Exhibit C - Non-Collusion Statement

RFQ EXHIBIT C

NON-COLLUSION STATEMENT

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREP ARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

Kimley-Horn and Associates, Inc.
VENDOR

100 W Oak St Suite 203, Denton, TX 76201
ADDRESS

940.287.3620
PHONE

972.239.3820
FAX

Colton J. Hermes
PROPOSER (SIGNATURE)

Colton Hermes, PE
PROPOSER (PRINTED NAME)

Civil Engineer
POSITION WITH COMPANY

Tyler Henrichs
SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

Tyler Henrichs, PE
COMPANY OFFICIAL (PRINTED NAME)

Associate/Authorized Signer
COMPANY OFFICIAL POSITION

Exhibit D - Equal Employment Opportunity

RFQ EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY
29 CFR PART 1630, 41 CFR PARTS 60 ET S EQ.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post, in conspicuous places, notices available to employees and applicants for employment that set forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders,

Exhibit D - Equal Employment Opportunity

this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Tyler Henrichs, PE

PRINTED NAME OF SIGNATORY

SIGNATURE

January 28, 2026

DATE

Legal and Contractual Compliance

Kimley-Horn complies with all applicable federal, state, and local regulations, including procurement, contracting, and engineering standards.

Compliance with Applicable Laws

Kimley-Horn complies with all applicable federal, state, and local laws, regulations, and ordinances governing professional services and municipal contracting.

Kimley Horn adheres to:

- **Texas Government Code, Chapter 2254 (Professional Services Procurement Act)**
- **Texas Government Code, Chapter 2270 (Prohibition on Boycotting Israel)**
- **Texas Government Code, Chapter 2252, Subchapter F (Prohibition on Certain Foreign-Owned Companies)**
- **Texas Local Government Code Chapters 252, 271, and 395, as applicable**

Kimley-Horn complies with TCEQ, FEMA, and NFIP requirements relevant to drainage, floodplain management, and stormwater regulation (MS4).

Kimley-Horn certifies the absence of conflicts of interest under Local Government Code Chapter 176.

Kimley-Horn maintains all records, plans, and data in accordance with the Texas Public Information Act and will adhere to the Town's record retention policies.

Kimley-Horn acknowledges that the Town's evaluation and selection process will fully comply with Chapter 2254 and other applicable provisions of the Texas Local Government Code and Town procurement policies.

Minimum Qualifications

Kimley-Horn is currently licensed to practice engineering in the State of Texas in accordance with the Texas Engineering Practice Act (Texas Occupations Code, Chapter 1001). Our firm's license number is 928.

Kimley-Horn maintains good standing with the Texas Board of Professional Engineers and Land Surveyors (TBPELS), with no history of disciplinary actions in the past five (5) years.

This project has a designated Professional Engineer (PE), Colton Hermes, who is licensed in Texas who will serve as the Engineer of Record.

Kimley-Horn can demonstrate the firm's ability to execute and seal engineering plans and documents per state law and the Town's adopted standards.

We have provided evidence of adequate insurance coverage, found on page 32 including professional liability (errors and omissions), general liability, and workers' compensation, in compliance with Town policy.

Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola
Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 7702207699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : Allied World Assurance Co (U.S.) Inc.	19489
INSURER C : New Hampshire Insurance Company	23841
INSURER D : Lloyd's of London	85202
INSURER E :	
INSURER F :	

INSURED KIMLASS
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER:** 370182796 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 WC013711885	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	March 23, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider approval of Resolution No. 2026-17 authorizing the selection of Kimley-Horn and Associates, Inc. to serve as the Town Engineer and provide professional municipal engineering services in an amount not to exceed $330,000; approving a Professional Services Agreement for such services; authorizing the Town Manager to negotiate the agreement; and authorizing the Mayor to execute said agreement on behalf of the Town of Argyle.

BACKGROUND INFORMATION:

The Town of Argyle issued Request for Qualifications (RFQ) 2025-012 – Town Engineering Services to identify a qualified engineering firm to serve as the Town Engineer and provide professional municipal engineering services on an as-needed basis. The solicitation was conducted in accordance with Texas Government Code Chapter 2254 – Professional Services Procurement Act, which requires professional engineering services to be selected based on qualifications and demonstrated competence rather than competitive pricing.

The Town Engineer serves as an extension of Town staff and provides technical expertise, engineering review, and infrastructure planning services that support the Town's growth, development review processes, and capital improvement initiatives. The selected firm provides professional engineering guidance to staff, Town Council, and advisory boards to ensure that development and infrastructure improvements comply with Town standards, applicable regulations, and accepted engineering practices.

RFQ responses were due January 28, 2026. Eight engineering firms submitted statements of qualifications:

-Bartlett & West
-Kimley-Horn and Associates, Inc.
-Neel-Schaffer, Inc.
-SAFEbuilt Texas, LLC
-Shield Engineering Group, PLLC
-Teague Nall and Perkins, Inc.
-Westwood Professional Services, Inc.
-WSB, LLC

Following review of the submitted qualifications, staff evaluated the firms based on relevant municipal experience, technical expertise, ability to support development review and capital improvement planning, familiarity with North Texas infrastructure requirements, and capacity to serve as an extension of Town staff.

Based on the evaluation, the following firms were short-listed for interviews:

-Kimley-Horn and Associates, Inc.
-Westwood Professional Services, Inc.
-Teague Nall and Perkins, Inc.

Councilmember Brading, Councilmember Stewart, Harrison Wicks, and Mike Sims conducted interviews with each short-listed firm to evaluate team structure, responsiveness, communication approach, and ability to support the Town's development review process and infrastructure planning needs.

The scope of work, as outlined in the Professional Services Agreement includes:

- Review of subdivision plats, site plans, construction plans, and drainage studies for compliance with Town standards and applicable regulations
- Engineering support for development review and coordination with developers, consultants, and Town departments
-Technical review and recommendations to staff, the Planning and Zoning Commission, and the Town Council
-Support for capital improvement planning and infrastructure projects including roadways, drainage, water, and wastewater systems
-Preparation of opinions of probable construction cost and technical memorandums
-Floodplain administration and stormwater regulatory compliance
-Assistance with infrastructure planning, policy development, and engineering standards updates
-Attendance at Town meetings and coordination with Town staff on development and infrastructure matters

Engaging a qualified Town Engineer allows the Town to maintain consistent technical oversight of development activity, ensure infrastructure improvements meet Town standards, and support long-term planning for transportation, drainage, water, and wastewater systems. The Town Engineer also assists staff in evaluating development proposals, protecting public infrastructure investments, and ensuring that projects constructed by private developers meet Town engineering requirements.

The proposed agreement will establish an on-call professional services contract under which specific assignments will be authorized through task orders. This structure allows the Town to utilize engineering services only as needed while maintaining access to professional expertise when development review, infrastructure planning, or capital project support is required.

Compensation will be based on hourly rates and reimbursable expenses, with individual task orders issued for specific assignments. The agreement will include a not-to-exceed amount of $330,000 for the contract term, with work authorized only through approved task orders.

The contract term is through September 30, 2029, subject to satisfactory performance and Council approval.

Town Engineer General Services: Funding for Task Order #1 is included in the FY 25-26 Budget under Engineering Services in the Development Inspections Department of the General Fund. The current General Fund budget shows $120,000 annually for Town Engineer ($10,000 monthly, the same as this proposal). Thus, Task Order #1 is written for an 18 month period at $180,000.

Town Engineer Site Services: Funding for Task Order #2 is included in the FY 25-26 Budget under professional services for the Police Building Site Engineering at $350,000 in the Capital Fund Improvement Budget. Task Order # 2 is for the intitial phase of that work, including site related roadways and totals $150,000. Additional final site plan engineering will follow.

FISCAL IMPACT:

☒ Not Applicable	
☒ Proposed Expenditure:	$330,000
☒ General Ledger Code:	100-5-412-3211 and 310-5-210-3210
☐ Proposed Revenue:	
☐ Budget Amendment Required:	No
☒ Financial Review Completed by:	Mike Sims

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Resolution
B. PSA Exhibit A - Agreement
C. PSA Exhibit B - Scope of Work
D. PSA Exhibit C - Compensation Fee Schedule
E. PSA Task Order 1
F. PSA Task Order 2
G. Town Engineer RFQ
H. Town Engineer Bid Openning
I. Town Engineer Proposal Kimley Horn

RECOMMENDED MOTION AND/OR ACTION:

Staff recommends approval of Resolution No. 2026-17.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-17

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE TEXAS, AUTHORIZING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO SERVE AS THE TOWN ENGINEER AND PROVIDE PROFESSIONAL MUNICIPAL ENGINEERING SERVICES; APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES IN AN AMOUNT NOT TO EXCEED $330,000; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE THE AGREEMENT; AND THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN OF ARGYLE.

WHEREAS, the Town of Argyle ("Town") periodically requires professional services to assist in Town Engineering services: and

WHEREAS, pursuant to Chapter 252 of the Texas Local Government Code, the Town is authorized to engage professional services without competitive bidding when appropriate; and

WHEREAS, the solicitation was conducted in accordance with the Texas Professional Services Procurement Act (Texas Government Code Chapter 2254), which requires professional engineering services to be selected based on demonstrated competence and qualifications rather than competitive pricing; and

WHEREAS, after evaluation of qualifications and interviews, the Town Council finds that Kimley-Horn and Associates, Inc. is the most highly qualified firm to perform these services based on demonstrated competence and qualifications; and

WHEREAS, the proposed Professional Services Agreement establishes an on-call professional services contract, under which specific assignments will be authorized through task orders and compensated based on negotiated hourly rates and reimbursable expenses; and

WHEREAS, the Town Council finds that it is in the best interest of the residents of the Town to engage Kimley-Horn and Associates, Inc. ("Consultant") to perform the services described in Exhibit B; and

WHEREAS, the agreement will include a not-to-exceed amount of $330,000 for the contract term, with work authorized only through individual task orders issued by the Town; and

WHEREAS, the Town Council finds it appropriate to authorize the Town Manager to negotiate the final terms of the Professional Service Agreement consistent with the proposal submitted; and

WHEREAS, the Town Council desires to authorize the Mayor to execute the finalized Professional Services Agreement substantially in the form attached hereto as Exhibits A, B, and C, and any related documents necessary to effectuate the engagement;

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

Section 1. That, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2. The Town Council hereby selects Kimley-Horn and Associates, Inc. as the most highly qualified firm to serve as the Town Engineer and provide professional municipal Engineering Services for the Town of Argyle.

Section 3. The Town Council authorizes the Town Manager to negotiate the final terms of a Professional Services Agreement with Kimley-Horn and Associates, Inc. consistent with the services described herein.

Section 4. The Mayor is hereby authorized to execute the Professional Services Agreement, substantially in the form attached hereto as Exhibit A, together with any related documents necessary to effectuate the intent of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 23RD DAY OF MARCH 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE TOWN OF ARGYLE, TEXAS, AND
KIMLEY-HORN AND ASSOCIATES, INC.
TOWN ENGINEERING

This Professional Services Agreement ("Agreement") is made and entered into on this 23rd day of March, 2026 by and between the Town of Argyle, Texas, a general law municipality of the State of Texas (the "Town"), and Kimley-Horn and Associates, Inc. with a principal place of business in Denton, Texas, (the "Consultant").

RECITALS

WHEREAS, the Town desires to engage Consultant for on-call professional services; and

WHEREAS, Consultant represents that it has the expertise, experience, and personnel necessary to provide such professional services; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Consultant shall provide these services to the Town: and

WHEREAS, the Town has determined that Consultant is the most qualified firm for the project(s).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TERM

The term of this Agreement shall commence upon full execution of this Agreement by both partners and continue until September 30, 2029 or until all services have been completed set forth in Exhibit B (Scope of Services), unless earlier terminated in accordance with Section XI (Termination). Consultant shall complete all services within the timeframe set forth in Exhibit B (Scope of Services). The parties may amend the Agreement to extend the Term.

II. SCOPE OF SERVICES

Consultant agrees to provide on-call professional services as further described in Exhibit B (Scope of Services).

III. COMPENSATION

The total contract amount for services rendered under this Agreement shall not exceed **$330,000** unless amended in writing by both parties. Compensation shall be based on the fee schedule attached in Exhibit C. The Town shall make payments within thirty (30) days of receipt and approval of invoices.

IV. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an employee, agent, or representative of the Town. Consultant shall have control over the manner and means of performing its services but shall perform all work in accordance with applicable laws and regulations.

V. ASSIGNMENT

Consultant shall not assign or subcontract any portion of this Agreement without prior written consent from the Town.

VI. AMENDMENTS

No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

VII. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, and other deliverables prepared by Consultant under this Agreement shall become the property of the Town upon payment for services rendered.

VIII. NONDISCLOSURE

Consultant shall not disclose any confidential information obtained during the course of performing services without prior written approval from the Town.

IX. INDEMNIFICATION

SUBJECT TO THE LIMITATIONS OF THE TEXAS LOCAL GOVERNMENT CODE SEC. 271.904, CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING DEATH) TO THE EXTENT CAUSED BY CONSULTANT'S NEGLIGENT ACTS, ERRORS OR OMISSIONS, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE TOWN.

X. INSURANCE REQUIREMENTS

Consultant shall maintain the following insurance coverage for the duration of this Agreement:

Commercial General Liability Insurance - $1,000,000 per occurrence
Professional Liability (Errors & Omissions) Insurance - $1,000,000 per claim
Automobile Liability Insurance - $1,000,000 combined single limit
Workers' Compensation Insurance - Statutory coverage

Consultant shall name the Town as an additional insured and provide proof of insurance prior to commencing work, except for Workers' Compensation and Professional Liability policies.

XI. TERMINATION

A. Termination for Convenience

The Town and Consultant may terminate this Agreement at any time upon thirty (30) days written notice to Consultant.

B. Termination for Cause

If Consultant fails to perform its obligations, the Town may terminate this Agreement upon five (5) days written notice, provided Consultant does not cure the deficiency within the notice period.

C. Termination by Consultant

The Consultant shall have the right to terminate this Agreement upon seven days' notice to the Town upon breach by Town of any of its obligations under this Agreement. In the event of such termination, the Consultant shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the Town's breach of this Agreement.

Upon termination, Consultant shall be compensated for services satisfactorily performed prior to termination.

XII. DISPUTE RESOLUTION

Disputes arising under this Agreement shall first be resolved through informal negotiation. If unresolved, the parties agree to mediate the dispute before seeking litigation.

XIII. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any legal action shall be in Denton County, Texas.

XIV. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, including procurement and nondiscrimination regulations.

XV. MISCELLANEOUS PROVISIONS

No Waiver – Failure to enforce any provision shall not constitute a waiver of rights.

Severability – If any provision is found invalid, the remaining provisions shall remain in effect.

Entire Agreement – This Agreement, including Exhibits A, B, and C constitutes the entire understanding between the parties.

XVI. NOTICES

All notices under this Agreement shall be sent to:

Town of Argyle	Kimley-Horn and Associates, Inc.
Attn: Town Manager	Attn: Travis Phemister
308 Denton Street	100 West Oak Street, Suite 203
Argyle, TX 76226	Denton, TX 76201

XVII. STATUTORY VERIFICATIONS

The Consultant makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

XVIII. FORM 1295

Submitted herewith is a completed Form 1295 in connection with the Consultant's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the

TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Consultant, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Consultant and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Consultant; and, neither the Town nor its consultants have verified such information.

SIGNATURES

TOWN OF ARGYLE	**KIMLEY-HORN AND ASSOCIATES, INC.**
By: _____	By: _____
Ronald Schmidt, Mayor	**Nathan Ante**, Senior Vice President

EXHIBITS
Exhibit A – Agreement (this document)
Exhibit B – Scope of Services
Exhibit C – Compensation/Fee Schedule

SCOPE OF SERVICES

MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT is made this by and between TOWN OF ARGYLE, TEXAS ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. and affiliated companies ("Consultant"). This Agreement sets forth the terms whereby Consultant will provide professional services on one or more projects (with respect to each engagement, the "Project"), with the specifics of each engagement to be set forth in a Task Order ("TO"). If the TO is executed by an affiliated company of Consultant, the TO shall incorporate the terms of this Agreement as if signed by the affiliated company.

1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in TOs ("Services"). Any services that are not set forth in the scope of Services described in a TO(s) will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
   a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b) Provide all criteria and information as to the Client's requirements, objectives, and expectations for the Project, and all standards of development, design, or construction.
   c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
   d) Arrange for access to the site and other property as required for the Consultant to provide its Services.
   e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
   f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
   g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's Services, or any defect or nonconformance in any aspect of the Project.

3) Period of Services. The Consultant shall begin work on each TO after receipt of a fully executed copy of the TO. This Agreement and the rates of compensation in TOs are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such suspension or delay extends for more than six months, the Consultant's compensation shall be renegotiated.

4) Compensation for Services.
   a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the TO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house reproduction, postage, supplies, digital data storage and security, and local mileage. Other direct expenses will be billed at 1.15 times cost.
   b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the TO shall be the liability of the Client.
5) Method of Payment.
   a) Invoices will be submitted periodically for Services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
   b) The Client will remit all payments electronically to:

      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c) The Client will send the Project number, invoice number, and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

f) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the Services described in the TO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant.

7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for the Client pursuant to this Agreement and use of such deliverables is governed by section 6 of this Agreement. Consultant maintains all interest in and ownership of its Intellectual Property and conveys no rights in the Intellectual Property to Client, unless otherwise agreed to in writing. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's Services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the Terms of Service set forth at https://www.khtsinc.com/terms-of-Service/ which terms are incorporated herein by reference.

8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

9) Standard of Care. The standard of care applicable to Consultant's Services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

10) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

11) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

12) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

13) Construction Phase Services.
    a) If the Consultant prepares construction documents, then:

i) If the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

ii) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

iii) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

b) If the Consultant does not prepare the construction documents and Client engages Consultant to provide construction phase services, such services shall be limited and subject to the following:

i) The engineer and or landscape architect of record ("EOR" or "LAOR"), must be engaged by the Client to assist with clarifications and interpretations of their design intent with the construction documents which may require revisions to the design. The EOR / LAOR must be involved in such matters for the duration of construction.

ii) Any orders authorizing variations from the Contract Documents must be made by Client.

iii) The Consultant services do not include any Texas Department of Licensing and Regulation (TDLR) review, and Consultants is not responsible for any TDLR review or TDLR compliance.

iv) The Consultant takes no liability or responsibility for the adequacy or suitability of the EOR's / LAOR's design for the intended purpose nor that it complies with all applicable laws, rules, ordinances, and regulations, such as compliance with the Americans with Disability Act (ADA) guidelines. The Client shall defend and hold Kimley-Horn harmless against any and all claims related to the project design performed by the EOR / LAOR.

v) The Consultant takes no liability or responsibility for the adequacy or suitability of any contractor or third-party testing.

vi) The Consultant shall not be responsible for, nor liable to the Owner or any third party for, delays attributable to the Contractor, including without limitation any liquidated damages, penalties, or additional costs arising from such Contractor delays.

vii) The Client agrees to waive any claims against Kimley-Horn with respect to any increased construction costs, schedule delays, site safety, or any consequential damages associated with the Project.

viii) The Consultant will not prepare or certify the sufficiency of any “as-built” record drawings for the Project.

ix) The Consultant will not prepare any permit certifications, lender certifications, or lender reliance letters.

x) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing and reporting to the client, endeavoring to provide the Client a greater degree of understanding the construction progress. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform its work in accordance with the contract documents.

xi) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor’s general liability insurance policy.

14) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's Services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its Services until the hazardous substance or condition is eliminated.

15) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market

conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the TO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

16) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its Services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed TO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

COMPENSATION SCHEDULE

TOWN OF ARGYLE & KIMLEY-HORN AND ASSOCIATES, INC.

I. COMPENSATION STRUCTURE

The Town agrees to compensate Consultant for professional services rendered **in accordance with the Scope of Services outlined in Exhibit B**. Compensation shall be based on the following structure(s):

II. FIXED FEE COMPONENTS

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Individual task amounts, when provided, are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. In addition to the lump sum fee, all permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, such fees will be billed at 1.15 times cost.

III. HOURLY LABOR FEE PLUS EXPENSE COMPONENTS

Labor fees, including administrative time related to the project, will be billed on an hourly basis according to Kimley-Horn's then-current rates. Individual task amounts, when provided, are for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. Office Expense, estimated at 6% of labor fee, will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, such fees will be billed at 1.15 times cost.

IV. DELIVERABLES

1. Consultant shall perform the Scope of Services outlined in Exhibit B as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.
2. Consultant shall deliver to Town all reports, studies, plans, analysis, and other documents resulting from Consultants work and such items shall be the property of the Town, save and except Consultant's Intellectual Property as defined in Exhibit B.

V. PAYMENT TERMS

1. Consultant shall submit **monthly invoices** detailing services rendered. For Hourly Fee Plus Expense Components, invoices shall include hours worked and any approved reimbursable expenses.
2. The Town shall **remit payment within thirty (30) days** of receipt of an approved invoice.
3. **Invoices must include**:
    - Itemized description of services performed.
    - Supporting documentation for reimbursable expenses.
4. Invoices should be submitted to: accounting@argyletx.com

VI. ADDITIONAL SERVICES

If the Town requests services **outside the defined scope**, Consultant shall provide a **written proposal** detailing:

- **Scope of additional work**
- **Estimated hours or fixed fee**
- **Impact on project schedule**

Such additional work shall **not commence without prior written approval** from the Town.

VII. TOTAL CONTRACT VALUE

The **maximum contract amount** shall not exceed **$330,000**, unless formally amended by both parties.

SIGNATURES

By signing below, the parties acknowledge agreement with the terms outlined in this **Compensation Schedule (Exhibit C).**

TOWN OF ARGYLE	**KIMLEY-HORN AND ASSOCIATES, INC.**
By: _____	By: _____
Ronald Schmidt, Mayor	**Nathan Ante**, Senior Vice President
Date: **March 23rd, 2026**	Date: **March 23rd, 2026**

TASK ORDER NUMBER 2026-17-01

This Task Order ("TO"), dated March 23rd, 2026, describes a specific agreement between Kimley-Horn and Associates, Inc. ("Consultant") and Town of Argyle, Texas ("Client") in accordance with the terms of Resolution No. 2026-17, dated March 23rd, 2026, which is incorporated herein by reference.

Identification of Project:

Project Name: On-Call Professional Services
Consultant's Project Manager: Misty Christian, PE

Specific scope of basic Services:

Task 1.0 – On-Call Professional Services

Consultant will provide on-call professional services for Client, as reasonably requested by Client and as mutually agreed upon by Consultant and Client.

Client's request for such services must include, at minimum:

1) A description of the requested work;
2) A mutually agreed-upon schedule or time limit for performance; and
3) Any information, instructions, or standards necessary for the successful performance of the services of submission of any required deliverables.

Consultant's efforts for this Task Order may include review and evaluation of Client's request, performance of mutually agreed-upon services, coordination as reasonably required, and preparation of post-service documentation or deliverables.

Consultant's services may also include supporting Client with the following, when reasonably required:

Task 1.1 – Development Review and Coordination

a) Conduct timely review of subdivision plats, site plans, construction plans, and development proposals for compliance with Town ordinances, engineering standards, drainage criteria, and applicable state/federal regulations.

b) Provide written review comments and recommendations to staff, applicants, and consultants.

c) Coordinate with development stakeholders regarding engineering requirements, conditions of approval, and permitting.

Task 1.2 – On-Site Staff Support

a) Attend weekly in-person meetings at Town Hall (Council, P&Z, internal development review, etc.).

b) Provide consistent staff support, project updates, regulatory guidance, and documentation including Infrastructure Planning & Capital Program Support.

Task 1.3 – Land Surveys

a) Perform ALTA/NSPS land and title, topographic, and boundary surveys.

b) Prepare legal descriptions, right-of-way, easements, plats, and parcel maps.

Task 1.4 – Capital Projects, Public Works, Transportation, and Infrastructure Planning and Design

a) Assist in long-range planning and implementation related to transportation, water, wastewater, drainage, Town facilities, and fee schedule.

b) Support impact fee administration, utility master plans, and Town Center area infrastructure coordination.

c) Provide planning, design, and engineering.

d) Opinion of Probable Construction Costs (OPCC) for review and development

e) Construction Contract Time Determination review and development

Task 1.5 – Regulatory Compliance & Policy Development:

a) Prepare, update, and enforce engineering design standards, ordinances, and policies.

b) Provide reviews and expertise related to drainage, water quality, TCEQ requirements, floodplain administration, and stormwater permitting (MS4 if applicable).

c) Floodplain administration and floodplain development review

d) Regulatory compliance with TCEQ, FEMA, and NFIP requirements relevant to drainage, floodplain management, and stormwater regulation (MS4).

Task 1.6 – Construction Support

a) Preview public infrastructure construction activities for consistency with Town requirements.

b) Attend preconstruction meetings and final walkthroughs for commercial developments as reasonably required.

c) Conduct periodic field observations for general compliance with approved plans.

d) Assist Town staff in resolving engineering issues.

Task 1.7 – Plan/Data Management and Geographic Information System (GIS) Support

a) Assist Town staff in maintaining centralized digital records of engineering documents, as-constructed plans, maps, and GIS-compatible data for Town use.

b) Assist Town staff in periodically updating GIS shapefiles for the Town zoning map, sanitary sewer map, thoroughfare plan, and other maps as needed.

Task 1.8 – General Technical Assistance

a) Provide subject matter expertise and written technical memorandums when reasonably required by Town officials or staff.

Additional Services if required:

Any services not specifically provided for in the tasks above will be billed as additional services and performed at Consultant's then-current hourly rates. Consultant may perform additional services upon request from the Client.

Terms of compensation:

Client and Consultant estimate average monthly cost at $10,000 excluding specialty hydrology and hydraulic studies (H&H) and specialty assignments requiring mobilization of field resources (surveys, construction inspections, et cetera).

Consultant will perform the Specific scope of basic Services on an hourly labor fee plus expense basis, unless otherwise mutually agreed upon in writing as a fixed fee (lump sum) for a specifically defined task.

The total amount of this Task Order shall not exceed $180,000 unless amended in writing by both parties.

Term of Task Order

The duration of this Task Order is through September 30, 2027, unless amended in writing by both parties.

TASK ORDER NUMBER 2026-16-02

This Task Order ("TO"), dated March 23rd, 2026, describes a specific agreement between Kimley-Horn and Associates, Inc. ("Consultant") and Town of Argyle, Texas ("Client") in accordance with the terms of Resolution No. 2026-17, dated March 23rd, 2026, which is incorporated herein by reference.

Identification of Project:

Project Name: Preliminary Site Design
Consultant's Project Manager: Annie Briscoe, PE

Specific scope of basic Services:

Consultant will provide preliminary engineering and opinion of cost to assess feasibility of a given site.

Task 2.1 – Client Meetings and Project Coordination

Consultant will prepare for and attend up to 5 project coordination meetings with or on behalf of Client to review project status, coordinate with Clients' architect or other design team members, and coordinate impacts to adjacent properties, and other stakeholder coordination.

Task 2.2 – Preliminary On-Site Civil Engineering Plans

Consultant will prepare preliminary on-site civil engineering plans consisting of the items detailed below. This task assumes Consultant will make up to three submittals and address up to two rounds of comments. This task does not include any permitting whatsoever.

a) Dimensional Control and Paving Plan

Showing the building envelop (provided by Client's architect) and property boundary with dimensional ties for building envelop, parking, and driveway(s).

b) Grading Plan

KH will prepare one preliminary grading plan showing finished floors, retaining wall locations and heights, and grades. KH will prepare one volume analysis of the plan in Civil 3D and make up to two minor adjustments to the plan based on results of volume analysis.

c) Preliminary Utility Plan

KH will prepare a preliminary utility plan showing water, sanitary sewer, and storm drain. The preliminary civil engineering plans, prepared showing a low level of detail compared to final construction drawings but conceptually workable, will be provided to the Client in pdf format.

d) Preliminary Drainage Plan

KH will prepare preliminary drainage area maps and conduct a preliminary detention analysis to determine if detention is reasonably required and a preliminary outline & volume of the detention pond. This excludes a downstream assessment or full drainage study.

e) Preliminary Opinion of Probable Construction Cost (OPCC)

Consultant will prepare an OPCC of the civil on-site improvements. Based on readily available unit cost data from local and regional projects of similar type and size. The deliverable for the OPCC will be one spreadsheet in PDF and XLSX format.

Task 2.3 – Geotechnical Study

Consultant, through a subconsultant, will obtain up to 10 borings with a maximum depth of 15-feet, as determined to be reasonably necessary, and prepare a geotechnical study and recommendation report for the site, the roadways, and Main Street (details of the roads and Main Street will be provided by Consultant under separate Professional Services Agreement). The report will include a

summary of the findings and recommendations for subgrade preparation and pavement design. It is assumed all bores will be obtained outside of existing roadways and no traffic control is required.

Task 2.4 – Topographic Survey

Consultant will obtain topographic field survey, as determined to be reasonably necessary, for the site, roads, and Main Street. Field work will be prepared through a subconsultant.

Task 2.5 – Tree Survey

Consultant will perform a tree survey, as determined to be reasonably required, for the site, roads, and Main Street. Field work will be prepared through a subconsultant.

Task 2.6 – Boundary Retracement

Consultant will locate the existing boundary lines, as determined to be reasonably required, for the site, roads, and Main Street. The boundary will be based upon analysis of publicly available record documents and found monumentation, if any, recovered while conducting field work. Consultant will locate easements provided to Consultant directly or through the Title Commitment provided. This task excludes delivery of a stand-alone survey document and excludes effort to correct the work of others if discrepancies are found with the boundary or easement locations. Field work will be performed through a subconsultant.

Task 2.7 – Property Descriptions

Consultant will prepare right-of-way exhibit and property descriptions, as determined to be reasonably required, for up to 10 parcels or tracts in digital format for the purpose of land acquisition in conjunction with the site, roads, and Main Street. Each property description will include a metes and bounds description and a parcel exhibit. Consultant will make up to two submittals and address up to one round of comments for each property description. Field work will be performed through a subconsultant.

Task 2.8 – Subdivision Plat(s)

Consultant will prepare a subdivision plat, as determined to be reasonably required, based on Task 2.7. Consultant will make up to two submittals and address up to one round of comments for each subdivision plat. Consultant will provide the final subdivision plat to Client for any required filing or processing. Field work will be performed through a subconsultant.

Task 2.9 – Future Task Order

Upon completion of the Task Order, Consultant may prepare Task Order proposal for final engineering, bidding, and construction phase services of the Site.

Terms of compensation:

Consultant will perform the Specific scope of basic Services on an hourly labor fee plus expense basis for a total amount not-to-exceed $150,000.

Summary of Estimated Fees

Task 2.1 – Client Meetings and Project Coordination	$ 5,000
Task 2.2 – Preliminary On-Site Civil Engineering Plans	$30,000
Task 2.3 – Geotechnical Study	$30,000
Task 2.4 – Topographic Survey	$20,000
Task 2.5 – Tree Survey	$ 5,000
Task 2.6 – Boundary Retracement	$10,000
Task 2.7 – Property Descriptions	$30,000
Task 2.8 – Subdivision Plat(s)	$20,000

TOWN OF ARGYLE
308 DENTON STREET EAST
ARGYLE, TX 76226
PHONE: 940-464-7273

RFQ Announcement
The Town of Argyle ("Town") announces a REQUEST FOR QUALIFICATIONS ("RFQ") for Town Engineering Services as specified in the attached pages, until Wednesday, January 28, 2026, at 2:00 PM CST. Late submissions will not be accepted.

Term
This is a one (1) year contract with four (4) optional annual renewals.

Pre-Proposal Meeting
The Town will not host a pre-proposal meeting for this solicitation.

Deadline for Questions
The deadline for all questions is Monday, January 12, 2026, at 5:00 PM CST. All questions must be issued in writing to purchasing@argyletx.com. Please include the RFQ #2025-012 in the subject line. Questions will not be answered over the phone. Responses will be posted as an Addendum by Wednesday, January 14, 2026, at 5:00 PM CST.

Receipt of Proposals
Proposals will be accepted in digital format only. Submissions will be date and time-stamped upon submission, and respondents will receive an automated message confirming the Town has received their submission. Respondents are urged to start their submission process early.

Late Submissions
The Town appreciates your time and effort in preparing a response to this RFQ. Please note that to be considered, all statements of qualifications must be received by the deadline shown above. Proposals received after the deadline will not be considered for the award of this contract and will be considered void and unacceptable.

Public Opening
The public opening will be virtual. Submittals will be opened immediately after the RFQ deadline. As this is a Request for Qualifications (RFQ) and not a competitive bid, only the names of the responding firms will be read aloud. No evaluation or discussion of the contents will occur at the public opening. All statements of qualifications will be reviewed and evaluated in accordance with the selection criteria outlined in this RFQ.

Meeting Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWNiMTRmZjUtODE1MS00YWJmLWFmNTAtZTUxNTdiZGQ3MDlh%40thread.v2/0?context=%7b%22Tid%22%3a%2236cf5291-b244-4891-a26c-4559af1b5504%22%2c%22Oid%22%3a%2253a6b21a-3f89-4640-b7b3-007fde3ae1dd%22%7d

Meeting ID: 283 097 364 404 62

Passcode: M2Ms6Jf2

I. INTRODUCTION

A. OVERVIEW OF THE TOWN OF ARGYLE

The Town of Argyle, Texas, is a growing community of approximately 11.6 square miles located in north-central Denton County within the Dallas–Fort Worth metroplex. Known for its scenic neighborhoods and proximity to US-377, FM-407, and I-35W, it balances rural charm with regional connectivity. As part of a rapidly expanding county, Argyle offers its residents a rural oasis. Vendors working in the area should verify utility service boundaries, zoning requirements, and access standards early in the process since service providers, transportation corridors, and jurisdictional details vary across the region.

B. PURPOSE AND INTENT OF THE RFQ

The purpose of this Request for Qualifications (RFQ) is to solicit statements of qualifications from experienced and qualified professional engineering firms to provide comprehensive municipal engineering services and serve as the Town Engineer for the Town of Argyle, Texas.

The Town seeks to establish a long-term professional relationship with a firm capable of supporting the Town's ongoing development review, infrastructure planning, and capital improvement initiatives. The selected firm will function as an extension of Town staff, providing consistent technical expertise, regulatory guidance, and professional recommendations to ensure that the Town's engineering standards and development practices reflect best practices in public infrastructure design, stormwater management, and sustainable growth.

This solicitation is conducted in accordance with the Texas Government Code, Chapter 2254 – Professional Services Procurement Act, which requires selection based on demonstrated competence and qualifications rather than competitive bidding. Compensation will be

negotiated with the most qualified firm as determined by the evaluation committee and approved by the Town Council.

The Town intends to engage the selected firm through a Professional Services Agreement (PSA) for a defined term with the possibility of renewal based on satisfactory performance. Services may include, but are not limited to:

1) Development and construction plan review
2) Capital project support and cost estimation
3) Drainage, water, and wastewater system evaluation
4) Stormwater and MS4 compliance
5) Transportation and infrastructure planning
6) Technical assistance and attendance at meetings of the Town Council and Planning & Zoning Commission

Through this RFQ process, the Town of Argyle aims to identify a firm that not only meets the technical and regulatory requirements of the role but also aligns with the Town's values of accountability, responsiveness, and excellence in public service.

C. QUALIFICATIONS-BASED SECTION STATEMENT (CH 2254 COMPLIANCE)

1) This solicitation is issued as a Request for Qualifications (RFQ) in accordance with Texas Government Code Chapter 2254, Subchapter A, commonly known as the Professional Services Procurement Act. The Town of Argyle will evaluate and select the most qualified firm based solely on demonstrated competence and qualifications to perform the required services.

   The Town will not consider cost information in the initial selection phase. Following the ranking of the most qualified firm, the Town will enter into negotiations to establish a fair and reasonable fee. If the Town and the top-ranked firm cannot reach agreement, negotiations will be terminated, and the Town may proceed to negotiate with the next most qualified firm, consistent with statutory requirements.

   All respondents must acknowledge that the Town's evaluation and selection process will fully comply with Chapter 2254 and other applicable provisions of the Texas Local Government Code

and Town procurement policies.

D. NO GUARANTEE OF ANY MINIMUM AMOUNT OF WORK

1) The Town of Argyle makes no guarantee of any minimum amount of work or compensation under this solicitation or any resulting contract. Execution of an agreement does not constitute a commitment by the Town to request or authorize any services. Any work will be requested and authorized by the Town on an as-needed basis, and payment will be made only for services actually performed and accepted by the Town in accordance with the terms of the contract.

II. SCOPE OF SERVICES: The selected firm will serve as the Town Engineer and provide comprehensive municipal engineering services, including but not limited to:

A. Development Review & Coordination: Conduct timely review of subdivision plats, site plans, construction plans, and development proposals for compliance with Town ordinances, engineering standards, drainage criteria, and applicable state/federal regulations.

B. Provide written review comments and recommendations to staff, applicants, and consultants. Coordinate with development stakeholders regarding engineering requirements, conditions of approval, and permitting.

C. Weekly On-Site Staff Support: Attend weekly in-person meetings at Town Hall (Council, P&Z, internal development review, etc. as needed).

D. Provide consistent staff support, project updates, regulatory guidance, and documentation including Infrastructure Planning & Capital Program Support.

E. Assist in long-range planning and implementation related to transportation, water, wastewater, drainage, Town facilities, and fee schedule. Support impact fee administration, utility master plans, and Town Center area infrastructure coordination.

F. Regulatory Compliance & Policy Development: Prepare, update, and enforce engineering design standards, ordinances, and policies.

G. Provide reviews and expertise related to drainage, water quality, TCEQ requirements, floodplain administration, and stormwater permitting (MS4 if applicable).

H. Provide construction coordination.

I. This position serves as the Town's Floodplain Administrator.

J. Preview public infrastructure construction activities for consistency with Town requirements.
    1) Conduct Opinion of Probable Construction Costs (OPCC) for public improvements as needed.
    2) Conduct periodic field inspections, verify compliance with approved plans, and assist staff in resolving engineering issues.
    3) Attendance at preconstruction meetings and final walkthroughs for commercial developments is required.

K. Plan/Data Management
    1) Maintain centralized digital records of engineering documents, as-constructed plans, maps, and GIS-compatible data for Town use.
    2) Assist Town staff in periodically updating GIS shapefiles for the Town zoning map, sanitary sewer map, thoroughfare plan, and other maps as needed.

L. General Technical Assistance: Provide subject matter expertise and written technical memorandums when requested by Town officials or staff.

III. MINIMUM QUALIFICATIONS

A. FIRM LICENSING
    1) Be currently licensed to practice engineering in the State of Texas in accordance with the Texas Engineering Practice Act (Texas Occupations Code, Chapter 1001).
    2) Maintain good standing with the Texas Board of Professional Engineers and Land Surveyors (TBPELS), with no history of disciplinary actions in the past five (5) years.
    3) Have a designated Professional Engineer (P.E.) licensed in Texas who will serve as the Engineer of Record and the Town's designated representative for all engineering-related matters.
    4) Demonstrate the firm's ability to execute and seal engineering plans and documents per state law and the Town's adopted standards.
    5) Provide evidence of adequate insurance coverage, including professional liability (errors and omissions), general liability, and workers' compensation, in compliance with Town policy.

B. MUNICIPAL EXPERIENCE
    1) A minimum of five (5) years of direct experience providing comprehensive municipal engineering services for Texas cities or towns of similar size, scope, and complexity.

2) Proven experience with development review processes, including subdivision plats, site plans, and infrastructure construction plans under Texas Local Government Code Chapters 212 and 245.
3) Familiarity with public infrastructure standards, drainage design, stormwater permitting, and TCEQ regulatory frameworks.
4) Documented involvement in Capital Improvement Program (CIP) planning, utility master plans, and impact fee studies compliant with Chapter 395 of the Texas Local Government Code.
5) Successful collaboration with municipal staff, developers, and elected officials, including attendance at Council and Planning & Zoning meetings.
6) Ability to maintain consistent on-site availability and provide responsive, written review comments and recommendations aligned with municipal best practices.

C. COMPLIANCE WITH APPLICABLE LAWS

1) Comply with all applicable federal, state, and local laws, regulations, and ordinances governing professional services and municipal contracting.
2) Affirm adherence to:
   i. Texas Government Code, Chapter 2254 (Professional Services Procurement Act)
   ii. Texas Government Code, Chapter 2270 (Prohibition on Boycotting Israel)
   iii. Texas Government Code, Chapter 2252, Subchapter F (Prohibition on Certain Foreign-Owned Companies)
   iv. Texas Local Government Code Chapters 252, 271, and 395, as applicable
3) Ensure compliance with TCEQ, FEMA, and NFIP requirements relevant to drainage, floodplain management, and stormwater regulation (MS4).
4) Certify the absence of conflicts of interest under Local Government Code Chapter 176 and provide a Form CIQ and Form 1295 upon award.
5) Maintain all records, plans, and data in accordance with Texas Public Information Act and the Town's record retention policies.

IV. SUBMISSION INSTRUCTIONS

A. SUBMISSION FORMAT (PHYSICAL/DIGITAL)

1) Proposals will be accepted in digital format only. Submissions will be date and time-stamped upon submission, and respondents will

receive an automated message confirming the Town has received their submission. Respondents are urged to start their submission process early.

2) https://app.smartsheet.com/b/form/019aa3467e047f25bd3efb488efc9a85
3) WE WILL NOT ACCEPT PHYSICAL SUBMISSIONS
4) WE WILL NOT ACCEPT ANY DOCUMENTATION SUBMITTED VIA EMAIL

B. PUBLIC INFORMATION ACT NOTICE

1) If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, please clearly identify those portions as "CONFIDENTIAL". Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. Tex. Loc. Govt. Code 252.049(b)

2) The Town will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction.

3) In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

4) Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not conformance with the Texas Open Records Act.

C. PROPOSAL CONTENT REQUIREMENTS: Total number of pages from Respondent must not exceed 30 (excluding the required forms), brevity and clarity are encouraged.

1) FIRM PROFILE
   i. Provide a concise description of the firm's history, ownership structure, and areas of professional specialization.
   ii. Identify the firm's main office location and any branch office(s) that will support the Town of Argyle.
   iii. Include firm size, number of licensed professional engineers, and organizational chart illustrating how municipal engineering assignments will be managed.
   iv. Describe the firm's philosophy toward client service and collaboration with municipal staff.
2) EXPERIENCE & SAMPLE PROJECTS
   i. Summarize recent (past five years) municipal engineering projects comparable in scope and complexity to the services described in this RFQ.
   ii. Include project name, client, location, year completed, brief scope description, and key personnel involved.
   iii. Highlight experience related to subdivision/development review, drainage/floodplain management, public infrastructure design, capital improvement programming, and plan review support.
   iv. Identify at least two projects performed for Texas municipalities of similar population and regulatory environment.
3) PROJECT TEAM & RESUMES
   i. Provide a list of key personnel who will be assigned to the Town, identifying their role, professional registrations, and years of experience.
   ii. Include resumes (two pages maximum each) summarizing qualifications, relevant project experience, and professional credentials.
   iii. Identify the individual who will serve as Town Engineer / Engineer of Record and confirm their current Texas P.E. license.

iv. Describe the availability of the proposed team for weekly in person meetings and on-call assignments.

4) APPROACH TO DELIVERY
   i. Explain the firm's understanding of the Town's needs, including coordination among departments and regulatory agencies.
   ii. Describe the firm's proposed approach for:
      a. Timely review of development submittals
      b. Communication and documentation with Town staff and applicants
      c. Maintaining consistency in standards, policies, and design criteria
      d. Providing on-site presence and responsiveness to requests
   iii. Outline proposed methods for managing workloads, ensuring quality control, and maintaining project schedules.
   iv. Discuss any innovative tools, technology, or processes (e.g., GIS integration, digital plan review systems) that enhance efficiency or transparency.
5) REFERENCES
   i. Provide at least three (3) client references from Texas municipalities for which the firm has provided ongoing or on-call engineering services within the past five years.
   ii. Include client name, contact person, title, phone number, email address, and a short description of services performed.
   iii. References must be current and verifiable; the Town reserves the right to contact additional references as necessary.
6) REQUIRED FORMS (SEE SECTION VIII.)

V. EVALUATION & SELECTION CRITERIA

A. CRITERIA

Proposals will be reviewed and scored based on the following criteria:

CRITERIA	MAX POINTS
Qualifications & professional capabilities of proposed team	30
Demonstrated municipal engineering experience, including development review	30
Ability to meet the Town's weekly on-site presence and responsiveness expectations	20
Knowledge of local, state, and federal engineering and regulatory requirements	10
References & performance on similar engagements	10
TOTAL	**100**

Once each proposal has been reviewed and scored, the Town may at its sole discretion: choose to interview one (1) or more Respondent(s); begin contract negotiations without conducting interviews; or reject any and all proposals and re-bid this project.

The Town will recommend an award of one (1) or more Respondent(s) whose proposal offers a Best Value to the Town.

B. SCHEDULE OF EVENTS

Town Council approves all award recommendations. Council typically meets on the third Monday of each month. The Town anticipates the following schedule:

EVENT	DATE
BID POSTED	January 03, 2026
DEADLINE FOR QUESTIONS	January 12, 2026
PROPOSALS DUE	January 28, 2026
EVALUATION & OPTIONAL INTERVIEWS	February
AWARD RECOMMENDATION TO COUNCIL	March 16, 2026

1) Firms shortlisted as top-ranked respondents may be asked to participate in an in-person interview with the Town's evaluation committee. Interviews are mandatory for those firms selected, and failure to attend will result in disqualification from further

consideration.

VI. TERMS & CONDITIONS

A. RIGHT TO ACCEPT/REJECT: The Town of Argyle reserves the right to accept or reject any or all submittals, to waive any informalities or irregularities in the qualifications received, and to accept the submittal that, in the judgment of the Town, will best serve the public interest and the Town's needs. Submission of qualifications does not obligate the Town to award a contract or to pay any costs incurred in the preparation of a response.

B. CANCEL RFQ: The Town reserves the right to cancel this Request for Qualifications in whole or in part at any time if it is determined to be in the best interest of the Town to do so. The Town shall have no liability to any respondent arising out of such cancellation.

C. NO REIMBURSEMENT OF COSTS: Respondents acknowledge and accept that the Town will not be liable for, nor reimburse, any costs incurred by firms in the preparation, submittal, or presentation of their qualifications, or for any other costs incurred prior to the execution of a contract with the Town.

D. LOBBYING PROHIBITION (CONE OF SILENCE): From the date this RFQ is issued until the contract award is made, respondents and their agents are prohibited from contacting or communicating with Town officials, Town Council members, or evaluation committee members regarding this solicitation, except through the designated procurement contact identified in this RFQ. Violation of this "Cone of Silence" may result in disqualification from consideration. This restriction is intended to ensure a fair and equitable selection process.

VII. ATTACHMENTS

A. EXHIBIT A – VENDOR STATEMENT OF AGREEMENT
   1) W9 form
   2) CIQ form
   3) Addenda Acknowledgement

B. EXHIBIT B – DRAFT PSA AGREEMENT
   1) The Town of Argyle's standard Professional Services Agreement (PSA) is included as an attachment to this RFQ. Each respondent shall carefully review the PSA and include with their submittal either:

i. A redlined version of the PSA reflecting any requested revisions, additions, or deletions; or
ii. A written statement confirming that the firm accepts the PSA as written.

2) All requested changes must be clearly identified and submitted as part of the qualifications package. The Town will not consider requests for modifications or exceptions after submittal.
3) Failure to submit either a redlined PSA or a written statement of acceptance will be deemed as the firm's acknowledgment and acceptance of the PSA in its entirety and readiness to execute the agreement without modification.

C. EXHIBIT C – NON-COLLUSION STATEMENT
D. EXHIBIT D – EQUAL EMPLOYMENT OPPORTUNITY

BID 2025-012 RFQ OPENING TOWN ENGINEER

	BID Respondant	Date Submtted	Contact Name	Email	Phone	Address	City	State	Zip	Submission Complete	Date of BID Opening	Notes or Comments
1	Neel-Schaffer, Inc.	01/28/26 8:17 AM	Derek Cheatham, PE	derek.chaetham@neel-schaffer.com	+1 (817) 253-8176	515 Houston St., Suite 651	Fort Worth	Texas	76102			
2	SAFEbuilt Texas, LLC	01/28/26 9:10 AM	Deanne Meirose	dmeirose@safebuilt.com	+1 (832) 364-8374	17400 Dallas Pkwy STE 110	Dallas	Texas	75287			
3	Teague Nall and Perkins, Inc.	01/28/26 9:37 AM	Ryan Barnes	rbarnes@tnpinc.com	+1 (817) 665-7141	3200 S. I-35, Suite 1129	Denton	Texas	76210			
4	WSB LLC	01/28/26 10:23 AM	Tanya Vera	tvera@wsbeng.com	+1 (409) 795-7837	3522 Sam Rayburn Hwy	Melissa	TX	75454			
5	Shield Engineering Group, PLLC	01/28/26 10:29 AM	Brian Avirett	shieldsoq@shield-engineering.com	+1 (817) 810-0696	1600 W 7th Street, Suite 400	Fort Worth	TX	76102			
6	Bartlett & West	01/28/26 11:19 AM	Lee Halencak	lee.halencak@bartwest.com	+1 (214) 693-8250	4500 Mercantile Plaza Drive, Suite 230	Fort Worth	Texas	76137			
7	Westwood Professional Services, Inc.	01/28/26 11:31 AM	Clay Riggs, PE, CFM	clay.riggs@westwoodps.com	+1 (940) 368-0665	9800 Hillwood Parkway, Suite 250	Fort Worth	TX	76177			
8	Kimley-Horn and Associates, inc.	01/28/26 1:56 PM	Travis Phemister	travis.phemister@kimley-horn.com	+1 (469) 914-8732	2600 N. Central Expressway, Suite 400	Richardson	Texas	75080			



JANUARY 28, 2026

STATEMENT OF QUALIFICATIONS FOR

TOWN ENGINEERING SERVICES

RFQ 2025-012

PREPARED FOR

TOWN OF ARGYLE

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

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FIRM PROFILE

FIRM HISTORY, OWNERSHIP STRUCTURE, AND AREAS OF PROFESSIONAL SPECIALIZATION

Kimley-Horn is a corporation founded in 1967 by transportation planners and traffic operations experts. Over the last 59 years, Kimley-Horn has grown as an employee-owned firm to more than 9,800 employees and has demonstrated the ability to effectively provide innovative, high-quality consulting services to a wide variety of clients. **Kimley-Horn is licensed and in good standing to practice engineering in Texas (No. F-928).**

Our qualifications come from years of experience serving similar clients in on-call or city engineer roles, where we adapt our range of services to tailor to each city's needs. We provide development review services, public infrastructure design, master planning, answer development questions, answer platting questions related to issuance of permits, preliminary and final plat review, construction plan review, and construction phase services.

We are a fully integrated consulting firm offering a variety of in-house services, including:

- Comprehensive planning
- Thoroughfare planning
- Land use planning
- Landscape architecture
- Traffic engineering
- Traffic operations studies and design
- Pedestrian safety/school zones
- Signal warrant analysis
- Signal system studies and design
- Traffic Impact Analysis (TIAs)
- Parking, access, and circulation
- Platting and separate-easement preparation
- Boundary/topographic surveys
- Environmental studies
- Construction staking
- Cost opinion preparation
- Permitting
- Floodplain reclamation
- Roadway and bridge design
- Water/wastewater treatment design
- Wastewater collection and conveyance design
- Water transmission and distribution design
- Construction administration/ observation
- Paving and drainage design
- Stormwater management
- Geographic Information Systems (GIS)
- Grant administration
- Water and wastewater modeling
- Utilities Master Planning
- Site development
- Structural Design
- Electrical Design

NUMBER OF EMPLOYEES AND DISCIPLINE

Nationally, we have more than **9,800 employees,** including the following in disciplines relevant to Argyle's needs.

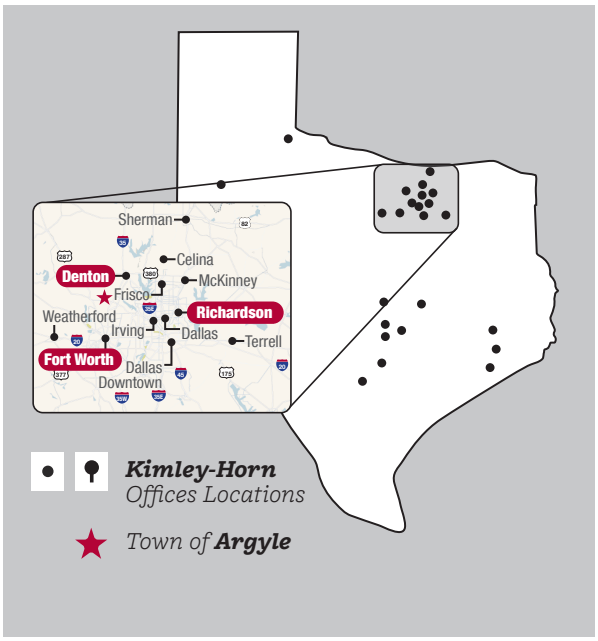
Transportation Infrastructure	1,753	**Grant Assistance**	15
Stormwater Management and Water/Wastewater Systems	954	**Surveying, Easements, and Related Service**	123
Parks and Public Spaces	435	**GIS Personnel**	30
Environmental Services	271	**Licensed Professional Engineers in TX**	530

FIRM'S OFFICE LOCATIONS

Kimley-Horn has 147 offices across the United States. Our regional office hub is localted in Dallas with 11 additional offices in DFW, including our nearby **Denton** and **Fort Worth** offices and a future **Westlake** office. At just 30 minutes from Argyle Town Hall, the Kimley-Horn Fort Worth office will serve as the primary support for the Town. Our assembled team is well-positioned and ready to respond quickly to any need that arises. In addition to 263 employees in Fort Worth, selecting Kimley-Horn means getting access to the 11 surrounding DFW offices and 5,828 licensed professional engineers nationwide. This combination of local support and national depth provides unmatched resources and problem-solving for your Town.

Supporting Offices

» Denton
» Richardson
» Fort Worth



ORGANIZATIONAL CHART

Principal-in-Charge and QC/QA Manager



Travis Phemister, PE
(17 years of experience)

Town Engineer



Misty Christian, PE, CFM, CPSWQ
(25 years of experience)

Capital Infrastructure and Review



Trenton Tidwell, PE
(12 years of experience)

Transportation Planning



Pete Kelley, PE
(12 years of experience)

Plan/Data Management and GIS



Jose Silva, GISP
(5 years of experience)

Stormwater Compliance and MS4 Permitting; Development Plan Review; Drainage, Water, and Wastewater System Evaluations



Austin Walker, PE, CFM
(6 years of experience)

Construction Phase Services



BRAD RUSK, CPC, CCCA, ENV SP
(25 years of experience)

PHILOSOPHY REGARDING MUNICIPAL CLIENT SERVICE

Our philosophy regarding client and customer service centers on partnership, responsiveness, and creative problem-solving. **We believe that true partnership means operating as an extension of staff, understanding unique challenges, and aligning our efforts with the Town's vision and goals**. We are committed to being accessible, attentive, and quick to address questions or concerns as they arise. Creative problem-solving drives us to look beyond standard solutions, leveraging our experience and technical expertise to develop innovative approaches tailored to the Town's needs. **Above all, we are dedicated to delivering lasting value, providing high-quality work, maximizing resources, and supporting the long-term success of the Town of Argyle.**

COLLABORATION WITH MUNICIPAL STAFF

One of Kimley-Horn's largest practices is in the municipal arena. Our municipal clients look to us for creative solutions that allow them to implement their projects quickly and efficiently. **We listen to our clients to understand their needs and map out clear, concise, and achievable plans to meet their goals and timetables.**

With our significant local resources, we have the professional capabilities and accessibility to support you on short-notice meetings and work sessions. **Our staff also have deep knowledge of regional objectives and local conditions. In addition, many of our staff members are former municipal engineers and planners**. Our team's combined municipal experience in design, administration, and construction phase services gives us a specific understanding of how to work with public works, redevelopment agencies, state departments of transportation, and other regulatory agencies. We have served hundreds of municipalities throughout the nation.

Our passion for helping our public agency clients has resulted in over 90 percent of Kimley-Horn's work originating from repeat clients, which speaks to the firm's commitment to client service. We have an extensive list of municipal clients and projects.

EXPERIENCE AND SAMPLE PROJECTS

CURRENT MUNICIPAL CLIENTS FOR ENGINEERING SERVICES

Kimley-Horn has been serving North Texas clients for more than three decades. Additionally, Kimley-Horn has consistently served in a city engineer/on-call role for many municipalities in North Texas. Our team is familiar with and experienced in providing a variety of services within the public sector.

See below for a list of North Texas municipal clients we have recently served or are currently serving in a City Engineer or similar capacity.

- Blue Mound
- Everman
- Rhome
- Lake Worth
- Decatur
- Fate
- Weatherford
- Arlington
- Frisco
- McKinney
- Princeton
- Denison
- Terrell
- DeSoto
- Burleson
- Saginaw

PROJECTS COMPLETED FOR SIMILAR MUNICIPALITIES

Project Name: City Engineer Services

Location: Lake Worth, TX

Client Name: City of Lake Worth, TX **Year Completed:** Ongoing



Brief Scope Description: Kimley-Horn has partnered with the City of Lake Worth for over three decades, providing comprehensive on call engineering, planning, and infrastructure services. The City has not had an in-house engineer, so Kimley-Horn has served as the City's engineer for over twenty years. In the role, we have provided development plan reviews for platting, construction plans, concept plans, Traffic Impact Analyses, drainage studies, and more. Kimley-Horn is an integral part of the City staff and council team to ensure that adequate review and compliance is adhered to as the team approves new or redevelopment in the City. We serve as the floodplain administrator and enforce floodplain policies while providing technical reviews. We often attend council meetings and provide feedback on annual capital and maintenance budgets. For over twenty years, Kimley-Horn has also provided planning and engineering assistance on capital projects including water, wastewater, roadway, drainage, structural, and park improvements. Kimley-Horn's approach combines technical expertise with a deep understanding of municipal needs, consistently delivering projects that enhance quality of life and support long-term city growth. We also assist the City with bidding and construction phase services, prepare standard details and specifications, and provide ongoing support for development review and City standards. With a long history of working with smaller cities and Towns, Kimley-Horn understands that there are limited budgets and the services provided need to be streamlined and efficient.

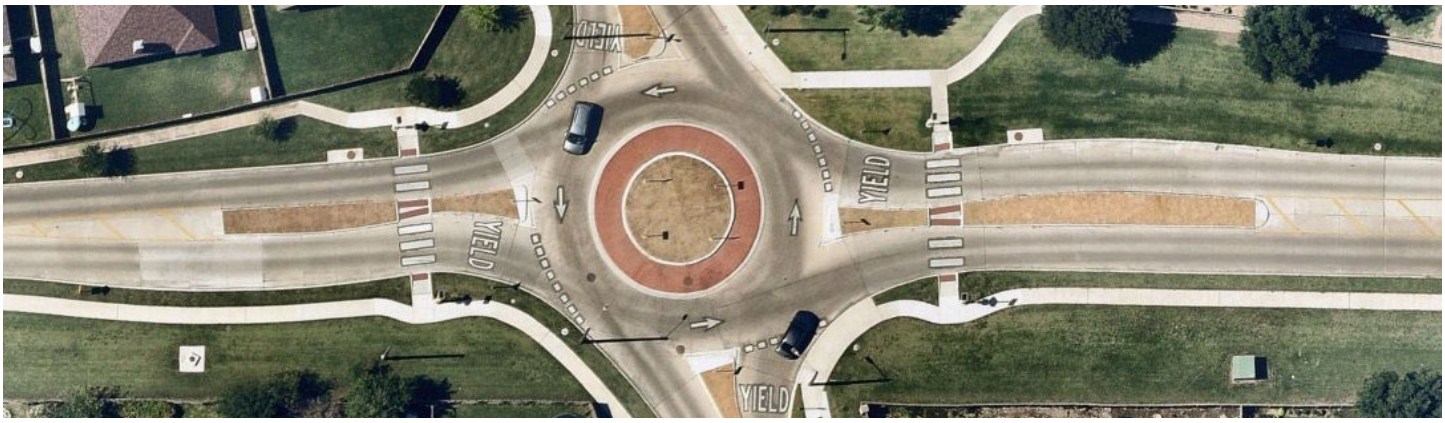
Example Capital Projects Completed

- Azle Avenue Improvements
- Charbonneau Road (Roadway, Drainage and Utilities)
- Oaks Improvements (Roadway, Drainage and Utilities)
- Lake Worth Park Improvements
- 20 years of Tarrant County CDBG projects
- Traffic Calming
- Marina Lift Station
- Highway 199 Force Main
- Shawnee Trail Bridge

Key Personnel: **Misty Christian,** PE, CFM, CPSWQ; **Trenton Tidwell,** PE; **Austin Walker,** PE, CFM







Project Name: City Engineer Services

Location: Saginaw, TX

Client Name: City of Saginaw, TX **Year Completed:** Ongoing

Brief Scope Description: Kimley-Horn has a strong working relationship with Saginaw. **We have served as their City Engineer for nearly 30 years and have also served the City in a development review role since 1980.** Our primary responsibilities as part of this role include review of plats, construction plans, TIAs, drainage studies, and other relevant development studies and submittals. Kimley-Horn attends weekly Development Review Committee meetings to discuss development reviews and meet with potential applicants regarding the City's design criteria and development requirements. Kimley-Horn serves as the City's floodplain administrator and is responsible for ensuring the City adheres to the floodplain ordinance and higher standards adopted by the City. Kimley-Horn assisted the City in developing the MS4 program. Kimley-Horn also provides the planning and engineering services to the City. Kimley-Horn has completed over 70 capital projects for the City including roadway, traffic, pedestrian, drainage, water, sanitary sewer, and parks projects. Kimley-Horn provides multiple resources to the City to meet all their needs. Example capital projects are listed below:

- Longhorn Road Improvements (Roadway, Drainage and Utilities)
- McLeroy Road (Roadway, Drainage and Utilities)
- Old Decatur (Roadway, Drainage and Utilities)
- Pump Station Improvements
- Minton Water Line Improvements
- Knowles Drive Improvements (Roadway, Drainage and Utilities)
- System No. 2 Drainage Improvements
- Highland Park Improvements

Key Personnel: Misty Christian, PE, CFM, CPSWQ; **Trenton Tidwell,** PE, **Austin Walker**

PROJECT TEAM AND RESUMES

LIST OF KEY PERSONNEL AND AVAILABILITY OF TEAM

Kimley-Horn is committed to the Town of Argyle's success and growth. We have carefully selected a team that is readily available to serve Town staff in both the short-term and long-term duration of this project. **We commit our project manager, Misty Christian, PE, CFM, CPSWQ, and support staff shown in the organizational chart for the entire duration of this contract. Our local team will be available at your request and will meet the Town's requested weekly meeting structure.**

Principal-in-Charge and QC/QA Manager



Travis Phemister, PE
(17 years of experience)

Town Engineer



Misty Christian, PE, CFM, CPSWQ
(25 years of experience)

Capital Infrastructure and Review



Trenton Tidwell, PE
(12 years of experience)

Transportation Planning



Pete Kelley, PE
(12 years of experience)

Plan/Data Management and GIS



Jose Silva, GISP
(5 years of experience)

Stormwater Compliance and MS4 Permitting; Development Plan Review; Drainage, Water, and Wastewater System Evaluations



Austin Walker, PE, CFM
(6 years of experience)

Construction Phase Services



BRAD RUSK, CPC, CCCA, ENV SP
(25 years of experience)

RESUMES

Kimley-Horn is able to serve as a one-stop shop Town Engineer with full service Engineering Department. Our team brings a depth of experience across municipal infrastructure, transportation, water and wastewater, drainage, grant management, and land planning services. **Our collective expertise provides a comprehensive understanding of municipal needs and a commitment to delivering high-quality solutions for the Town of Argyle.** In the event of unforeseen circumstances, any proposed personnel changes will be subject to prior approval by the Town, and we will ensure continuity of service with equally qualified professionals.



Availability 40%

Professional Credentials

Bachelor of Science, Civil Engineering, University of Texas at Arlington

Professional Engineer in Texas (No. 117182)

TxDOT Precertification Categories: 1.3.1, 1.4.1, 1.5.1, 3.2.1, 4.2.1, 4.4.1, 4.5.1, 7.1.1, 8.1.1, 10.1.1,

MISTY CHRISTIAN, PE, CFM, CPSWQ

PROJECT MANAGER; TOWN ENGINEER; ENGINEER OF RECORD

Misty has more than 25 years of experience in designing and managing municipal projects. She has designed thousands of miles of water, sewer and storm drain lines, as well as hundreds of miles of roadways. Misty has strong technical skills and knows how to develop cost effective projects within the Town's budget. **Misty has served as the city engineer for several communities including Fate, Saginaw, Lake Worth, Everman, Gainesville, Decatur, Rhome, and Blue Mound.** In this role, Misty is an extension of the City staff and works with the residents and City Council to provide solutions to any issue. Misty has over 20 years of experience in providing development review services.

Relevant Experience

- On-Call City Engineer/Development Reviewer, Cities of Saginaw, Lake Worth, Weatherford, Rhome, Gainesville, Everman, Decatur, and Fate, TX
- Ventura 15-Inch Sanitary Sewer Line, Saginaw, TX
- Bailey Boswell Road Reconstruction Phase I, Saginaw, TX
- Jim Mitchell Storm Drain Improvements, Colleyville, TX
- Longhorn Pump Station Improvements Phase 2, Saginaw, TX
- Opal Street Culvert Reconstruction, Saginaw, TX
- Everman Parkway/Roy C Brooks Roadway, Everman, TX
- Fate Master Drainage Plan, Fate, TX
- Comanche Creek Drainage Improvements, Lake Worth, TX
- Pleasant Run/Belt Line Road Drainage, Cedar Hill, TX
- Wynnwood Peninsula 24-Inch Water Line, The Colony, TX
- Azle Avenue, Lake Worth, TX
- Woodcreek Boulevard, Fate, TX
- Roanoke Water Line, Flower Mound, TX
- Matthews Street Bridge Replacement, Waxahachie, TX
- 2.0 MG Prestige Circle Elevated Storage Tank, Allen, TX
- Colleyville Master Drainage Plan, Colleyville, TX
- Wynnwood Peninsula Water System Improvements Pump Station and 1 MG Ground Storage Tank, The Colony, TX
- Shoreview Drive Culvert Improvements, Fort Worth, TX
- Five Star Park Well Design,The Colony, TX
- Denton Southwest Pump Station, Denton, TX
- Western Pump Station, Flower Mound, TX



Availability 25%

Travis Phemister, PE | PRINCIPAL-IN-CHARGE; QC/QA MANAGER

Travis has 17 years of experience and has been directly involved in over 150 Planning, Preliminary Design, Final Design, Construction, Standards Development, and Manual Writing projects for cities, counties, toll authorities, TxDOT, and private developers. Through these projects he has developed extensive project management skills having been responsible for all aspects of project management, contract development, and regulatory compliance. Travis has also been responsible for all aspects of site, roadway, and utility design including intersections, paving, grading, drainage, flood studies, water, wastewater, bridges, walls, bike/ped facilities, and construction estimate and scheduling.

Professional Credentials

Bachelor of Science, Civil Engineering, University of Texas at Arlington

Professional Engineer in Texas (No. 117182)

TxDOT Precertification Categories: 1.3.1, 1.4.1, 1.5.1, 3.2.1, 4.2.1, 4.4.1, 4.5.1, 7.1.1, 8.1.1, 10.1.1,

Relevant Experience

- TxCDBG Paving Rehab, Lavon, TX
- Elevon Parkway Design and Construction, Lavon, TX
- Avondale-Haslet Road Reconstruction, Haslet, TX
- Goodland Parkway New Location Design and Construction, Goodland, TX
- CR 3006 Widening and Reconstruction, De Kalb, TX
- First Street Intersection Improvements, Columbus, TX
- Dumas Avenue Widening and Reconstruction, Dumas, TX
- Multiple Turn Lane Improvements, Johnson County and Tarrant County, TX
- Numerous Bridge Replacements, Tarrant, Hunt, Hopkins, Lamar Counties, TX



Availability 35%

Trenton Tidwell, PE | CAPITAL INFRASTRUCTURE AND REVIEW

Trenton specializes in municipal roadway design and offers 12 years of relevant experience. His experience ranges from major arterial reconstructions to roundabout design. Key areas of Trenton's expertise include public involvement, horizontal and vertical roadway design, intersection grading, drainage design, traffic control phasing, signing and marking design, developing opinions of probable construction cost, and franchise utility coordination.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas A&M University

Professional Engineer in Texas (No.131122)

TxDOT Precertified: 1.3.1, 3.2.1, 4.2.1, 8.1.1, 8.6.1, 9.3.1, 9.4.1

Relevant Experience

- Knowles Drive Phases 1-4, Saginaw, TX
- McLeroy Boulevard Phases 2-3, Saginaw, TX
- Old Decatur Road North, Saginaw, TX
- Trinity Boulevard Phases 1 and 2, Fort Worth, TX
- Bonds Ranch Road, Fort Worth, TX
- IH 820 and Marine Creek Parkway Phases 1 and 2, Fort Worth, TX
- Camp Bowie and Bryant Irvin Boulevard, Fort Worth, TX
- Harmon Road, Fort Worth, TX
- Old Decatur Road/Marine Creek Parkway, Fort Worth, TX
- Heritage Trace Parkway Roundabout, Fort Worth, TX
- FM 1902 and Lakewood Drive, Burleson, TX
- Renfro Street Pedestrian Improvements, Burleson, TX
- Alsbury Boulevard Conceptual, Burleson, TX
- Dooley Street and Sidewalk Improvements Phase 1 and 2, Grapevine, TX
- Dooley Street Reconstruction, Grapevine, TX
- Ruth Street, Grapevine, TX
- Worth Street, Grapevine, TX



Availability 40%

Austin Walker, PE, CFM

STORMWATER COMPLIANCE AND MS4 PERMITTING; DEVELOPMENT PLAN REVIEW; DRAINAGE, WATER, AND WASTEWATER SYSTEM EVALUATIONS

Austin has six years of experience in a variety of municipal projects with a specialty in drainage-related projects. His experience includes storm drain and detention design, hydrologic and hydraulic modelling, bank stabilization, and design of erosion prevention methods. He has worked with multiple cities, both for standalone stormwater planning and with the preparation of construction drawings. Many of these projects required knowledge of local, state, and federal regulations relating to drainage. He also serves multiple municipalities in reviewing drainage studies for incoming developments.

Professional Credentials

Bachelor of Science, Civil Engineering, Texas A&M University, College Station

Professional Engineer in Texas (No. 150160)

Certified Floodplain Manager in Texas (No. 4315-22N)

Relevant Experience

- Saginaw System No. 3 Conceptual Evaluation, Saginaw, TX
- Panther Island Canals, Fort Worth, TX
- Storm Outfall Erosion Control Improvements, Coppell, TX
- Spring Creek at 16th Street Erosion Control, Plano, TX
- Dallas Water Utilities Erosion Control Improvements, Dallas, TX
- Lower Johnson Creek Erosion Control Improvements, Arlington, TX
- TxDOT SH 158 Wadley to Sinclair Drainage, Midland, TX
- Terrell State Hospital Entrance, Terrell, TX
- Drainage Prioritization Analysis, Carrolton, TX



Availability 30%

Pete Kelly, PE | TRANSPORTATION PLANNING

Pete's 12 years of experience includes working with multiple municipalities on various transportation planning and engineering design projects. His project experience includes impact fees, mobility planning, traffic impact analyses, and safety projects.

Professional Credentials

Master of Science, Civil and Environmental Engineering, Brigham Young University

Bachelor of Science, Civil and Environmental Engineering, Brigham Young University

Professional Engineer in Texas (No.125337)

Relevant Experience

- Transportation Impact Fee Study and Update 2013, 2017, and 2022, Fort Worth, TX
- Southwest Boulevard Trail Connection (2014 Bicycle Bond Program), Fort Worth, TX
- SH 174 Reconstruction and Widening, Burleson, TX
- Silverstone Neighborhood Traffic Calming, Weatherford, TX
- Traffic Engineering Manual, Fort Worth, TX
- High Injury Network Roadway Safety Assessments, Fort Worth, TX
- Denton 2040 Mobility Plan, Denton, TX
- Roadway Impact Fee Update, Rowlett, TX
- 2020 Master Plan and Impact Fee Update, Flower Mound, TX
- Round Rock Transportation Master Plan 2022, Round Rock, TX
- Lubbock Master Thoroughfare Plan, Lubbock, TX
- Mansfield South Main Street Complete Street, Mansfield, TX



Availability 25%

Jose Silva, GISP | PLAN/DATA MANAGEMENT AND GIS

Jose has five years of GIS, public asset data collection, geospatial database management experience, and GIS application development. He optimizes geospatial data with knowledge gained by experience serving as a GIS specialist on large, complex projects. Jose will leverage his expertise to deliver the best result and will be an asset to our team for this project.

Professional Credentials

Bachelor of Science, Geographic Information Systems and Technology, Texas A&M University

Geographic Information Systems Professional (No. 161515)

Relevant Experience

- Bear Creek Special Utility District GIS Web Application Development, Lavon, TX
- Princeton Development Services GIS Web Application Development, Princeton, TX
- Princeton Public Works GIS Data Management, Princeton, TX
- Stockyards Transportation Study, Fort Worth, TX
- Transportation Asset Management and Condition Assessment, Tulsa, OK
- Waco ITS Master Plan Signal Inventory, Waco, TX
- ADA Transition Plan Update, Statewide, LA
- Statewide Pedestrian Access Inventory, Statewide, TX
- CapMetro Self Evaluation and Transition Plan, Austin, TX
- ADA Transition Plan, Saginaw, TX
- ADA Transition Plan, Prosper, TX
- Dallas Strategic Mobility Plan, Dallas, TX
- ADA Transition Plan, Garland, TX
- ADA Transition Plan, Denton, TX
- ADA Transition Plan, Montgomery, AL
- ADA Self-Evaluation and Transition Plan, Gilbert, AZ



Availability 30%

Brad Rusk, CPC, CCCA, ENV SP | CONSTRUCTION PHASE SERVICES

Brad has over 25 years of construction-related experience. He has worked for contractors in addition to performing construction management services for consulting engineering and brings a real-world approach to planning, design, and construction phase services. Brad has performed construction phase responsibilities on a variety of complex projects that include contract execution oversight, preconstruction meetings, construction scheduling and contractor schedule review, construction progress meetings, submittal and shop drawing coordination, request for information coordination, construction inspection and observation, pay application review, change orders, time impact analysis, claims analysis, project closeout, and project documentation.

Professional Credentials

Masters of Theology, Academic Ministries, Dallas Theological Seminary

Bachelor of Science, Business Management and Administration, Indiana University Kokomo

Certified Professional Constructor

Relevant Experience

- Old Town Plaza Alleyway, Street and Park Improvements, Lewisville, TX
- Bear Creek Parkway Reconstruction and US377 Pedestrian Improvements, Keller, TX
- Bailey Boswell US287 Overpass and Street Reconstruction, Saginaw, TX
- Shiloh Road Reconstruction, Plano, TX
- Airline Drive Reconstruction, Coppell, TX
- Great Southwest Parkway Reconstruction, Grand Prairie, TX
- Main Street Reconstruction, Frisco, TX
- Padre Boulevard Pedestrian, Bike, and Median Improvements, South Padre Island, TX
- San Jacinto Boulevard Phase 1 and Hunt Road, Baytown, TX
- Kealey Street Reconstruction, Lewisville, TX

APPROACH TO DELIVERY

UNDERSTANDING OF THE TOWN'S NEEDS

Having served North Texas municipalities since 1980, Kimley-Horn is uniquely positioned, unlike any other consultant, to serve the Town of Argyle as a one-stop shop Town Engineer backed by a full-service engineering department capable of managing and producing virtually any type of development review or public infrastructure project. **Our experience allows us to blend technical detail with big-picture understanding** of municipal infrastructure and development, and long-term vision planning in a timely and cost-effective manner. Further, **we will leverage our experience with private development to anticipate developer tactics and advocate for the Town's interests.**

ON-SITE PRESENCE AND RESPONSIVENESS

Misty, Travis, and our staff are committed to providing responsive, timely service and has the capacity to support the Town's needs without delay, prioritizing all schedule and communication requirements outlined in this RFQ.

Kimley-Horn is available to attend Town Council meetings and developer meetings to maximize our services to the Town of Argyle.

We will also make ourselves available to meet weekly with Town Staff, Leadership, Committees, and Boards. We can tailor our meetings to be formal presentations or workshops where we bring maps, roll them out, get work done efficiently, and move on to the next thing. **Our local presence ensures that we can be on-site, same day or next day in most cases, for short notice meetings.**

COORDINATION AMONG DEPARTMENTS

Kimley-Horn understands the importance of clear, proactive coordination across all of Argyle's review and decision-making bodies, including the Community Development Department, Development Review Committee, Planning and Zoning Commission, Zoning Board of Adjustments, Capital Improvements Advisory Committee, Parks Board, Comprehensive Plan Advisory Committee, Municipal Development District, Public Works Department, and Environmental Services Division. We tailor communication and deliverables to support efficient reviews, help streamline multi-step approval processes, and build consensus among decisionmakers at the various levels. By engaging the appropriate departments and boards at the right stages, facilitating clear information flow, and anticipating questions before they reach the Town Council, we will ensure that development review and capital projects progress smoothly and remain well-coordinated across all of Argyle's internal stakeholders. **Our goal is that by the time a project reaches the Council for approval, it has the support and understanding of all stakeholders.**

Kimley-Horn is also familiar with the requirement to disclose unreleased Government information and documents, upon public request, protected under the Freedom of Information Act. We have worked under these conditions countless times and may help facilitate such requests.

REGULATORY COMPLIANCE

Environmental Services and Regulatory Agency Interactions: Our team includes staff that routinely work with various state and federal agencies on permitting assistance. The agencies may include FEMA, TCEQ, TxDOT, EPA, USACE, Parks and Wildlife, Texas Historical Commission, and various railroad companies. Coordinating with these agencies is becoming the norm to any project development phase and often becomes the critical path. We have a local dedicated environmental team that exclusively focuses on partnering and permitting with the USACE. Our designs often involve coordination with franchise utilities, railroad companies, and TxDOT, and will use our experience to assist in permitting and coordination so the project timeline is not impacted by outside agencies.

Floodplain Management, Floodplain Administrator: Kimley-Horn's drainage engineering and floodplain management services include stormwater design and reviews, Our drainage team works with FEMA on a weekly basis regarding permitting and reviews. We also have experience overseeing floodplain management programs and can provide MS4 assistance and GIS mapping. Our staff has the expertise to conduct drainage studies, prepare floodplain management plans, conduct bridge scour analysis, prepare FEMA map revisions, perform floodplain analysis, and coordinate permit applications on behalf of our clients while making sure proper regulatory requirements are followed. We currently serve as Floodplain Administrator for the Cities of Fate, Saginaw, Rhome, Princeton, Blue Mound, and many more. We have the experience and knowledge to quickly assess your current program and continue to serve the Town and the citizens.

DEVELOPMENT REVIEW SERVICES:

It is our understanding the Town desires to hire a consultant to assist with reviews involving development applications, including plat submittals, construction plans, drainage studies, flood management studies, traffic impact analyses, and all other applicable development submittals. Kimley-Horn approaches this task as being an extension of the Town's staff.

We are currently serving over 10 public agencies in North Texas with these types of review services, so we are accustomed to completing these tasks on time and providing comprehensive reviews.

Staff: When the Town receives a submittal, the Town will notify Misty Christian via email or phone. Misty will then assign the review to the appropriate team member depending upon the context and type of submittal. The review team has experience in both technical reviews as well as design experience, and will be available to you at a moments notice.

Kick-off: Before the task begins, Misty will communicate with Town staff to get guidance and make sure that we understand the criteria for the review, which may include the Town's design criteria; development ordinances; construction standard details; floodplain ordinance; and state and federal regulations, etc. We want to serve as an extension of your staff, so we make sure we are familiar with the Town's processes and criteria.

Review Tracker: We will use our logging system to receive and route submittals. The logging process includes communicating to the Town the received date, the return date, and the intermediate dates for all internal Town department reviews (public works, fire, and police). We will discuss the expectations for the submittal and the review time frame once a task is assigned. Internally, we will manage the review schedule. One thing we ensure in our review process is to allow for coordination and questions with the Town throughout the process, which will allow for a streamlined and comprehensive review.

Completion Check: One of the first steps to the review is to ensure the application submittal is complete. We will do a "treetop" review of the submittal to make sure all required elements are included. If the submittal is missing significant elements, then we recommend notifying the applicant of an incomplete submittal and stop the review process to allow the applicant to resubmit.

Review: The team is used to performing reviews within less than 7-10 days, including communication with the Town regarding questions and preparing a formal letter with review comments. We will also provide a "marked up" set of plans with the comments to make the communication with the applicant easier. We have several internal checklists we use for the review, and we will develop the Town's checklist according to the specific requirements for Argyle. We also review the comments with the Town to create consistency and support for the comments and a unified and clear expectation for the review.

Beyond the Technical Review: For several of the cities we perform reviews for, our role is to perform the reviews from "cradle to grave" and work with the applicants to get the submittal and application through the process. We can schedule meetings with the applicant and be available to answer questions from Town staff and the applicant. We will provide this same level of service for the Town of Argyle.

DESIGN AND MANAGEMENT OF CAPITAL PROJECTS:

Our team has over 50 years of experience in designing a variety of municipal projects. This team was specifically selected to partner with the Town because of their wide range of technical skill sets and experience. We have learned that Towns of your size want to coordinate with a small team on a daily basis but also wants a team that has ample resources to complete any project on time and under budget. In the engineering role for the Town, we will be proactively anticipating upcoming projects as part of the annual budget and 5-year and 10-year CIP Plans. The early budgeting and planning efforts will include providing overall descriptions of the projects (scope and needs), as well as an Opinion of Probable Construction Cost (OPCC). We have had years of experience and are active in the construction industry to know the current market trends and costs for various projects as well as know how to budget for long range projects.

One of the most common needs for a Town is rehabilitation work. As Towns age, so does the infrastructure. We are accustomed to providing engineering services for the rehabilitation of roadways, drainage, water and sanitary sewer systems. Our team is able to develop maintenance programs to assist with budgeting and phasing so the Town can complete projects in a timely manner and within the available budgets.

Once the project need is identified and the desire to move forward with the design is known, we will meet with the Town to scope the project and understand the goals, expectations, schedule and budget. **Misty and Travis will meet with the Town and depending upon the type of projects, will coordinate the internal Kimley-Horn team.**

The difference between other firms and Kimley-Horn is that this team is a one stop shop and can provide a variety of services and complete the project. This helps streamline communication and provide a higher quality project while saving the Town money.

Communication is always key to the success of any project, so we spend time establishing a communication protocol and making sure the design team keeps the Town up to date on the project's progress, as well as communicating any scheduling delays or budget impacts as soon as possible.

Milestones will be established to ensure the project stays on schedule.

Kimley-Horn doesn't just stop at the design of the plans but is also available to usher the project through bidding and construction phase services. Our full-service consulting includes comprehensive project representation services. Kimley-Horn will serve as an extension of your staff and will attend pre-construction conferences, regular project meetings, provide review and approval of pay estimates, and all other activities required to achieve well-coordinated construction of proposed improvements. These services include construction observation, shop drawing review, equipment/material evaluation as compared to shop drawings, and coordinating punch list observations and materials testing.

Kimley-Horn may perform construction inspections to check the quality or the quantity of the work but Kimley-Horn does not guarantee the contractor's performance. If desired, Kimley-Horn may facilitate specialized review of contractor construction means, methods, techniques, sequences, or procedures or for safety precautions and programs or inspections by a third party.

MANAGING WORKLOADS, ENSURING QUALITY CONTROL, AND MAINTAINING PROJECT SCHEDULES

Workload Management: The Kimley-Horn team is in an excellent position to give top priority to serving the Town of Argyle. Our local resources include our Denton and Fort Worth offices as well as 10 other North Texas offices and a future Westlake office. Our local team also can rely upon the backup resources of our firm's nationwide staff of more than 9,800 employees. The members of our project team were selected using three criteria: (1) their experience with municipalities of similar size, (2) their experience with similar projects, and (3) their availability to assume major technical responsibilities. Kimley-Horn uses a proactive management system known as "Castaheads" to detail every project's personnel needs and also to determine each staff person's availability. By matching project needs with staff availability weekly, our Castaheads system is an accurate tool for keeping our projects on schedule. After reviewing our current cCastaheads, we can assure you that the Kimley-Horn staff members selected for this team are available to serve you and are in an excellent position to handle the workload required to complete the scope of services outlined in your request for qualifications.

Quality Control and Quality Assurance (QC/QA): Kimley-Horn's approach to QC/QA for Development Review and Capital Projects is built on a structured, team-driven process that embeds quality into every project phase. Each project typically begins with a formal Quality Management Plan (QMP) that clearly defines roles, responsibilities, review milestones, and project-specific quality standards, ensuring expectations are documented and consistently met. Dedicated QC/QA managers that are independent from day-to-day production conduct milestone reviews, coordinate internal peer checks, and verify that scoped requirements, design criteria, and client standards are satisfied. This process includes internal QC measures, peer reviews, inter-discipline checks, constructability evaluations, and continuous quality improvement practices informed by lessons learned. These measures ensure that deliverables for municipal development review and capital projects are thorough, defensible, and aligned with agency requirements, reflecting Kimley-Horn's culture of proactive, accountable, and consistent quality performance.

Maintaining Project Schedules: Kimley-Horn has a proven record of completing Development rReviews and Capital improvement Projects efficiently and within budget. Using our experience, expertise, and the methodology described in the approach above, we can meet review deadlines no matter the complexity. The amount of time and effort it takes to review a submittal depends completely on the quality of the design and the scale of the project. **Misty and Travis recognize that projects don't always go according to plan and sometimes maintaining the project schedule means rolling up your sleeves and putting some extra effort by working late nights and over the weekend.**

INNOVATIVE TOOLS, TECHNOLOGY, AND PROCESSES

CAD and GIS Capabilities: Our team includes in-house AutoCAD, Civil 3D. MicroStation, OpenRoads, and ArcGIS experts that the Town can use for asset management and updating GIS files. Our experts are available to train and provide any production assistance to the Town to meet their needs.

Digital Design Review: We use Bluebeam as a collaborative platform for design review, enabling real-time markups, streamlined comment tracking, and efficient coordination among multidisciplinary teams. This approach enhances quality control by ensuring that all design elements are thoroughly reviewed, documented, and resolved through structured workflows.

Kimley-Horn Technology Solutions (KHTS): We may leverage the use of our KHTS to enhance efficiency, communication, and data-driven decision-making on projects. SMARTS provides an all-in-one program management platform that helps teams track project data, collaborate between meetings, and produce consistent reporting. DRIVE supports pavement and asset management by visualizing network conditions, testing budget scenarios, and recommending cost-effective maintenance strategies. PublicCoordinate enables intuitive, map-based public engagement, allowing teams to share project information online and gather community feedback efficiently.

Web Based Dashboard: We can also build custom dashboards that help Town visualize and interact with their data in meaningful ways. We use tools like Power BI for dynamic reporting, ArcGIS for spatial analysis and mapping, and other integrated platforms, we create intuitive interfaces that support real-time decision-making, performance tracking, and stakeholder communication. These dashboards may be custom built and tailored to the Town's needs, whether for infrastructure planning, asset management, or community engagement.

Collaboration Tools: Kimley-Horn supports seamless collaboration and productivity through enterprise access to the full suite of Microsoft Office products, including Teams, SharePoint, and Power BI, as well as Google and Adobe products. In addition, we utilize platforms like Box.com for secure file sharing and cloud-based document management, ensuring our teams and clients stay connected, organized, and aligned across every phase of a project. Our approach enhances efficiency and transparency with the seamless transfer of information between Kimley-Horn, the Town, and the Town's Stakeholders.

REFERENCES



City of Saginaw

Contact Person: Randy Newsom

Title: Director of Public Works and Community Development

Phone Number: 817.230.0448

Email Address: rnewsom@saginawtx.org

Services Performed:
City Engineer, Floodplain Management,Development Review Services



City of Lake Worth

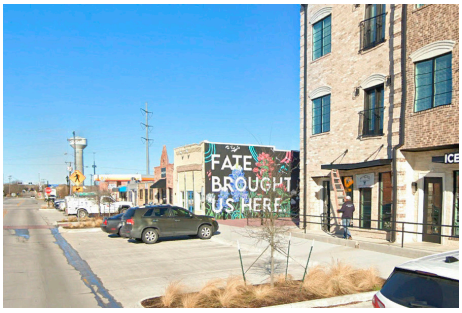
Contact Person: Stacey Almond

Title: City Manager

Phone Number: 817.237.1211 ext. 101

Email Address: salmond@lakeworth.org

Services Performed:
City Engineer, Floodplain Management,Development Review Services



City of Fate

Contact Person: Michael Kovacs

Title: City Manager

Phone Number: 972.771.4601

Email Address: mkovacs@fatetx.gov

Services Performed:
City Engineer, Floodplain Management,Development Review Services

RFQ EXHIBIT A - VENDOR STATEMENT OF AGREEMENT

RFQ EXHIBIT A

VENDOR STATEMENT OF AGREEMENT

The Town of Argyle values its relationship with vendors and strives to be a fair, transparent, and desirable business partner. The Town's Accounts Payable Division makes every effort to ensure that payments are processed promptly, accurately, and in accordance with agreed terms.

To help us meet these standards and avoid unnecessary delays, please review the following information regarding the Town's procurement and payment processes. After reading, please complete, sign, and return this form along with a W-9 Form and a Conflict-of-Interest Questionnaire (Form CIQ).

- The Town of Argyle requires all vendors doing business with the Town to submit a signed copy of this Vendor Statement of Agreement, a completed W-9, and a Conflict-of-Interest Questionnaire (CIQ) prior to conducting business or receiving payment.
- A valid Purchase Order (PO) is required before any goods or services are ordered. Vendors must ensure a PO has been issued prior to delivery or work initiation.
- Invoices must be submitted electronically to: accounting@argyletx.com
- The Purchase Order number must appear on all invoices, statements, delivery tickets, packing slips, and correspondence. Missing or incorrect PO references may delay payment.
- Unless otherwise stated, all prices are F.O.B. destination, freight prepaid (delivery charges included in pricing).
- The Town of Argyle is exempt from sales tax under Texas Tax ID 75-1745829.
- Payment for goods and/or services will be made in accordance with the agreed payment terms, but not later than 30 days after receipt of a proper invoice and acceptance of goods/services, in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251).
- Vendors are encouraged to enroll in Electronic Funds Transfer (EFT) for faster, secure payment at no additional cost.
- Respondents are required to acknowledge receipt of all addenda issued by the Town of Argyle for any active solicitation or agreement. Failure to

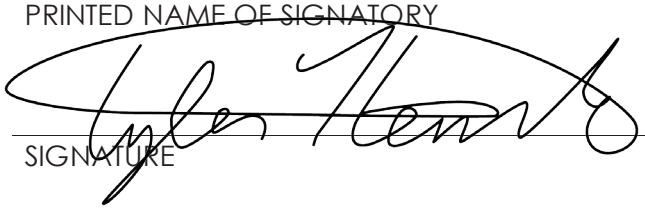
RFQ EXHIBIT A

acknowledge all addenda may be grounds for disqualification or delay in contract execution.

By signing below, the vendor acknowledges receipt and understanding of the above information, agrees to comply with the Town's purchasing and invoicing requirements, confirms receipt, review, and incorporation of all addenda (if applicable) into their submittal, and confirms that all information provided to the Town is true and correct.

Tyler Henrichs, PE

PRINTED NAME OF SIGNATORY



SIGNATURE

January 28, 2026

DATE

W-9 FORM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kimley-Horn and Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
421 Fayetteville Street, Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code
Raleigh, NC 27601

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 6 - 0 8 8 5 6 1 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► Tammy F S **Date** ► 10/23/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

ADDENDUM ACKNOWLEGEMENT

Town of Argyle
Request for Qualifications 2025-12
Addendum #01 – Response to Questions

Please review in detail all aspects of this Addendum #01 for the Town of Argyle's RFQ 2025-12, and note that all services requested/performed under this RFQ shall be conducted in accordance with the Town of Argyle's adopted ordinances, engineering standards, manuals, and policies in effect at the time services are requested.

Responses related to this RFP are due January 28, 2026 at 2:00 PM.

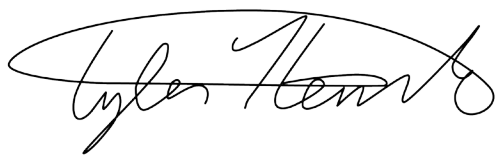
Responses to Received Questions

QUESTION	RESPONSE
Under section C. Proposal Content Requirements, item 2. iv- Identify at least two projects performed for municipalities of similar population and regulatory environment. Is this asking for two additional projects outside of the projects we are featuring in our recent experience (Section 2i.) or can these be included within the projects we are showing?	Respondents are not required to provide separate or additional projects solely to satisfy Item 2.iv. Projects identified to meet this requirement may be included within the overall project experience section, provided the submission clearly identifies at least two projects performed for Texas municipalities of similar population and regulatory environment.
Would the Town consider changing the Fixed Fee to an hourly rate?	Compensation structure is not part of the qualifications evaluation process and will be negotiated with the most qualified firm in accordance with Texas Government Code Chapter 2254. The Town anticipates that the final Professional Services Agreement may include a combination of hourly, task-based, or other fee structures as mutually agreed upon during negotiations.
In the 30 count page limit, does that include the following: Covers (front and back) Cover Letter Table of Contents Tabs	The 30-page limit applies to the substantive proposal content. Covers, cover letters, tables of contents, and divider tabs are not counted toward the page limit. Required forms are also excluded, as stated in the RFQ.

Town of Argyle
Request for Qualifications 2025-12
Addendum #01 – Response to Questions

Can you please provide a the Conflict-of-Interest Questionnaire, we need to fill out?	The Conflict-of-Interest Questionnaire (Form CIQ) is not required at the time of submittal. This form will be required from the selected firm upon award, consistent with Texas Local Government Code Chapter 176; however, this form can be found on the Texas Ethics Commission website at https://www.ethics.state.tx.us/forms/conflict
Is the selected firm for this on-call RFQ precluded from performing future Town engineering design services. Additionally, would the selected firm be eliminated on future RFQ submittals?	No. Selection under this RFQ does not preclude the firm from participating in future solicitations or performing other work for the Town, provided no conflict of interest exists and all applicable procurement laws and Town policies are followed.

Addendum Received:



RFQ EXHIBIT B - DRAFT PSA AGREEMENT REDLINES

RFQ EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE TOWN OF ARGYLE, TEXAS, AND [COMPANY NAME]

This Professional Services Agreement ("Agreement") is made and entered into on this [DATE] by and between the Town of Argyle, Texas, a general law municipality of the State of Texas (the "Town"), and [Company Name], a limited liability company with a principal place of business at [Company Address], (the "Consultant").

RECITALS

WHEREAS, the Town desires to engage Consultant for [describe the services]; and

WHEREAS, Consultant represents that it has the expertise, experience, and personnel necessary to provide such professional services; and

WHEREAS, the parties desire to set forth the terms and conditions under which the Consultant shall provide these services to the Town: and

WHEREAS, the Town has determined that Consultant is the most qualified firm for the project(s).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. TERM

The term of this Agreement shall commence upon full execution of this Agreement by both partners and continue until all services have been completed set forth in Exhibit B (Scope of Services), unless earlier terminated in accordance with Section XI (Termination). Consultant shall complete all services within the timeframe set forth in Exhibit B (Scope of Services).

II. SCOPE OF SERVICES

Consultant agrees to provide [list most important specifics from Scope of Services] as further described in Exhibit B (Scope of Services). Services include, but are not limited to: [INSERT A BRIEF SUMMARY OR OVERVIEW OF SERVICES]

III. COMPENSATION

The total contract amount for services rendered under this Agreement shall not exceed [enter NTE Amount $0,000] unless amended in writing by both parties. Compensation shall be based on the fee schedule attached in Exhibit C. The Town shall make payments within thirty (30) days of receipt and approval of invoices.

IV. INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and not an employee, agent, or representative of the Town. Consultant shall have control over the manner and means of

performing its services but shall perform all work in accordance with applicable laws and regulations.

V. ASSIGNMENT

Consultant shall not assign or subcontract any portion of this Agreement without prior written consent from the Town.

VI. AMENDMENTS

No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

VII. OWNERSHIP OF DOCUMENTS

All documents, reports, plans, and other deliverables prepared by Consultant under this Agreement shall become the property of the Town upon payment for services rendered.

VIII. NONDISCLOSURE

Consultant shall not disclose any confidential information obtained during the course of performing services without prior written approval from the Town.

IX. INDEMNIFICATION

CONSULTANT AGREES TO ~~DEFEND,~~ INDEMNIFY~~,~~ AND HOLD HARMLESS THE TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING DEATH) TO THE EXTENT CAUSED BY THE ~~ARISING FROM~~ CONSULTANT'S NEGLIGENT PERFORMANCE, EXCEPT TO THE EXTENT CAUSED BY THE ~~SOLE~~ NEGLIGENCE OF THE TOWN.

X. INSURANCE REQUIREMENTS

Consultant shall maintain the following insurance coverage for the duration of this Agreement:

Commercial General Liability Insurance - $1,000,000 per occurrence
Professional Liability (Errors & Omissions) Insurance - $1,000,000 per claim
Automobile Liability Insurance - $1,000,000 combined single limit
Workers' Compensation Insurance - Statutory coverage

Consultant shall name the Town as an additional insured and provide proof of insurance prior to commencing work on all policies except for Workers' Compensation and Professional Liability.

XI. TERMINATION

A. Termination for Convenience

The Town and Consultant may terminate this Agreement at any time upon thirty (30) days written notice to Consultant.

B. Termination for Cause

If Consultant fails to perform its obligations, the Town may terminate this Agreement upon five (5) days written notice, provided Consultant does not cure the deficiency within the notice period.

Upon termination, Consultant shall be compensated for services satisfactorily performed prior to termination.

C. Termination by Engineer

The Engineer shall have the right to terminate this Agreement upon seven days' notice to the Town upon breach by Town of any of its obligations under this Agreement. In the event of such termination, the Engineer shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the Town's breach of this Agreement.

XII. DISPUTE RESOLUTION

Disputes arising under this Agreement shall first be resolved through informal negotiation. If unresolved, the parties agree to mediate the dispute before seeking litigation.

XIII. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue for any legal action shall be in Denton County, Texas.

XIV. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, including procurement and nondiscrimination regulations.

XV. MISCELLANEOUS PROVISIONS

No Waiver – Failure to enforce any provision shall not constitute a waiver of rights.

Severability – If any provision is found invalid, the remaining provisions shall remain in effect.

Entire Agreement – This Agreement, including Exhibits A, B, and C constitutes the entire understanding between the parties.

XVI. NOTICES

All notices under this Agreement shall be sent to:

Town of Argyle	[Company Name]
Attn: Town Manager	Attn: [FirstName LastName]
308 Denton Street	Address
Argyle, TX 76226	City, ST ZIP

XVII. STATUTORY VERIFICATIONS

RFQ EXHIBIT B

The Consultant makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Consultant and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

XVIII. FORM 1295

Submitted herewith is a completed Form 1295 in connection with the Consultant's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the

Consultant, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Consultant and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Consultant; and, neither the Town nor its consultants have verified such information.

SIGNATURES

TOWN OF ARGYLE	**[COMPANY NAME]**
By: _____	By: _____
[Name], Mayor	**[Name]**, [Position/Title]
Date: _____	Date: _____

EXHIBITS
Exhibit A – Agreement (this document)
Exhibit B – Scope of Services
Exhibit B – Compensation/Fee Schedule

RFQ EXHIBIT C - NONCOLLUSION STATEMENT

RFQ EXHIBIT C

NON-COLLUSION STATEMENT

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREP ARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

Kimley-Horn and Associates, Inc.
VENDOR

801 Cherry St Suite 1300, Unit 11, Fort Worth, TX 76102
ADDRESS

817.335.6511
PHONE

817.335.5070
FAX

PROPOSER (SIGNATURE)

Misty Christian, PE, CFM, CPSWQ
PROPOSER (PRINTED NAME)

Project Manager
POSITION WITH COMPANY

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS PROPOSAL

Tyler Henrichs, PE
COMPANY OFFICIAL (PRINTED NAME)

Authorized Signer
COMPANY OFFICIAL POSITION

RFQ EXHIBIT D - EQUAL EMPLOYMENT OPPORTUNITY

RFQ EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY
29 CFR PART 1630, 41 CFR PARTS 60 ET S EQ.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post, in conspicuous places, notices available to employees and applicants for employment that set forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

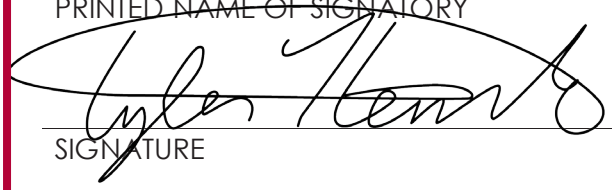
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders,

this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Tyler Henrichs, PE

PRINTED ~~NAME OF SIGNATORY~~



SIGNATURE

January 28, 2026

DATE

CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola
Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 7702207699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER A : National Union Fire Ins Co of Pittsburg	19445
	INSURER B : Allied World Assurance Co (U.S.) Inc.	19489
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Lloyd's of London	85202
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 370182796 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A A	AUTOMOBILE LIABILITY X ANY AUTO			CA4489663 CA2970071	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067961230 WC013711885	4/1/2025 4/1/2025	4/1/2026 4/1/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Discussion Item	March 23, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss Employee Compensation Study

BACKGROUND INFORMATION:

The Town of Argyle adopted Fiscal and Budgetary Policy Statements in January 2025 which includes Section XIII. Staffing and Training which establishes a Competitive Employee Compensation Maintenance Policy, consisting of guidance on reviewing the pay plan for market adjustments, affirming the use of a merit based pay plan for annual increase and providing an optional policy on an annual Cost of Living Adjustment.

With the procurement of CPSHR for Human Resources Services in late 2025, CPSHR's scope of services included conducting the study required under this Council's adopted policy.

To prepare for the study, CPSHR collected and updated job descriptions in order to assure accuracy in comparing positions across municipalities. Data was collected and is reported for a large group of cities, but only Justin, Roanoke and Northlake were used as market peers in order to establish a benchmark of the market average midpoint compensation for each position. The Town of Argyle's midpoint compensation for all positions was compared against this market average midpoint compensation in order to satisfy the policy directive of setting reference for making market based adjustments. The study results include recommended actions related to compensation.

While other benefits (cell phones, insurance, certification pay, et cetera) were surveyed and are reported in the study, only one of these factors was sufficiently different across the municipalities to warrant a recommendation for adjustment. Our three comparison cities: Justin, Roanoke and Northlake provide Social Security benefits to employees. So, while it is in the short-term a deduction, it is also matched by the employer, meaning gross compensation is higher and retirement benefits are greater. While this is not precisely comparable, it is recommended that the Town make a market adjustment to increase the Town's TMRS contribution rate from the current 7% to the newly allowable 8%. This increases the Town's 2:1 match, of course, in doing so it provides a small balancing against the benchmark cities. The TMRS adjustment would begin in FY27, it is recommended to phase in a 1.5 % increase concurrent with implementation of the 1% deduction increase that comes with the TMRS change.

In summary, Argyle staff compensation varies in comparison to the benchmark cities of Roanoke, Northlake and Justin. Argyle is uniformly lower in almost all positions, with Police Officers being the closest to the market comparison group. Specific comparisons are presented in the Study.

Given that Argyle is low in comparison for several positions, the task is to establish new Town of Argyle midpoints that are more in line with the average midpoint of the benchmark municipalities of Roanoke, Northlake and Justin. Based on reviewing the data, the following are the primary findings/recommendations:

1) For civilian positions, (including PD civilians) the Town of Argyle midpoint range should be between 95% and 100% of the midpoint of benchmark municipalities. This is the pay range midpoint, not the actual employee.

2) Limited civilian employees whose actual current pay may be notably below the new midpoint, may be eligible, based on performance, for a one-time market adjustment but only as necessary to be at or below the midpoint. There are 6 positions and 8 employees of this type, with variable adjustments ranging from 2% to 14%, tied to performance.

3) For officers on the STEP plan, the Argyle STEP midpoint should be between 95% and 100% of the midpoint range of the benchmark municipalities. The Officer and Corporal positions require 1% increase to reach this range. Sergeants were set at 5%. These are pay ranges on the STEP plan, a satisfactory individual performance review is required.

4) For all civilian employees, actual new compensation should be dependent on individual performance reviews, conducted concurrent with adoption of this study. Merit increases are proposed for a 5% pool to range from zero (below expectations) to 6% (outstanding). This would be managed as a 5% merit pool, meaning compensation from all merit increases cannot exceed 5% of impacted employee wages.

5) An estimate of the total cost of compensation changes to the FY26 budget, with an April 1 start date, is $85,268. For reference, the total personnel budget for FY26 is $4,374,962 of which $2,453,957 is our Police Department and $1,921,005 is all non-PD.

6) A FY26 budget amendment is recommended for an updated labor compensation pool of $85,268 of which $30,923 is our Police Department and $54,345 in all non-PD.

The Study recommends a mid-year market adjustment, specific to position as well as a mid-year merit pool, specific to employee to be based on the performance review process.

Since current Consumer Price Index data is trending lower (US CPI change from Feb 2025 to Feb 2026 was only 2.4% and the DFW CPI change from Jan 2025 to Jan 2026 was -0.3%), it is recommended not to have a COLA in FY26.

This item is presented for discussion in at the March meeting and staff is seeking Council input. Staff recommends that at the April meeting, Council adopt the Study, establish a new policy on the TMRS adjustment, and approve a budget amendment implementing the results of the Study.

FISCAL IMPACT:

☐ Not Applicable
☒ Proposed Expenditure:
☐ General Ledger Code:
☐ Proposed Revenue:
☒ Budget Amendment Required: Yes
☒ Financial Review Completed by: Mike Sims

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Employee Compensation Study

RECOMMENDED MOTION AND/OR ACTION:

Discussion only.

Compensation Study Report

By

CPS-HR Consulting

And

The Town of Argyle

March 23, 2026

Draft

Executive Summary

This project was a collaborative effort of CPSHR and the Town of Argyle. The goal was to comply with Council policy adopted in Resolution 2025-04 and to determine if positions in Argyle are appropriately compensated against comparable municipalities, determine adjustments to the pay grade system and changes to any individual compensation. The core task is comparing the midpoint of the Town's salary range with the average midpoint of the benchmark municipalities of Roanoke, Northlake and Justin. Based on reviewing the data and discussions with the Town Manager, the following are the primary findings/recommendations:

1) For civilian positions, (including PD civilians) the Town of Argyle midpoint range should be between 95% and 100% of the midpoint of benchmark municipalities. This is the pay range midpoint, not the actual employee.

2) Limited civilian employees whose actual current pay may be notably below the new midpoint, may be eligible, based on performance, for one-time market adjustments but only as necessary to be at or below the midpoint. There are 6 positions and 8 employees of this type, with variable adjustments ranging from 2% to 14%, tied to performance.

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6) A FY26 budget amendment is recommended for an updated labor compensation pool of $85,268 of which $30,923 is our Police Department and $54,345 in all non-PD.

Draft

Introduction

The Town of Argyle contracted CPSHR Consulting to provide Human Resources (HR) consulting services in September 2025. In addition to providing day-to-day HR responsibilities, Argyle Town Manager, Mike Sims, requested a compensation study be conducted to ensure the Town is aligned with the surrounding market cities and towns who compete for employees. While not the only factor, keeping pay competitive reduces turnover, fosters deeper expertise, and ensures the team remains focused and motivated to deliver the exceptional results expected in service to the Town's community of residents, customers and stakeholders. It is important for the Town to attract and retain top performers for sustained growth and ensure fairness through regular benchmarking. Compensation is not just an expense but an investment in the town's future by valuing talent as a strategic asset. It is our talent pool and teamwork that delivers Council priorities for our citizens.

Methodology

The Town Manager identified the surrounding market city and town names to participate in the study and information was requested from each of those organizations. All the positions on the town's pay plan were studied. These included thirteen (13) non-exempt positions, six (6) exempt positions, and five (5) police department positions. Following is a list of comparable cities and towns used for overall context in this analysis; the asterisks (*) municipalities were used as a smaller comparison group for making market adjustments:

- City of Denton
- Town of Flower Mound
- Town of Highland Village
- City of Justin*
- City of Keller
- City of Lewisville
- Town of Northlake*
- Town of Roanoke*
- Town of Trophy Club

Current Pay Plan

Following is the current civilian pay plan in place at the Town of Argyle. It has been updated to reflect changes made since 2025 by the Town Manager as he re-organizes staffing.

Draft

CURRENT GENERAL PAY PLAN
FY 25-26 (Updated) 1/23/2026

Grade	FLSA Status	Job Title	Basis	Minimum	Midpoint	N
106	NE	Maintenance Worker	A	$37,323.13	$44,787.76	$52,252.38
	NE	Administrative Assistant	M	$3,110.26	$3,732.31	$4,354.37
			B	$1,435.51	$1,722.61	$2,009.71
			H	$17.94	$21.53	$25.12
108	NE	Equipment Operator	A	$39,981.47	$47,977.77	$55,974.06
	NE	Marketing Specialist	M	$3,331.79	$3,998.15	$4,664.50
		Civilian Admin Asstant I	B	$1,537.75	$1,845.30	$2,152.85
			H	$19.22	$23.07	$26.91
109	NE	Court Clerk	A	$41,380.82	$49,656.99	$57,933.15
	NE	Permit Clerk	M	$3,448.40	$4,138.08	$4,827.76
	NE	Civilian Admin Asstant II	B	$1,591.57	$1,909.88	$2,228.20
			H	$19.89	$23.87	$27.85
110	NE	Accounting Technician	A	$42,829.15	$51,394.98	$59,960.81
		Civilian Senior Admin Assistant	M	$3,569.10	$4,282.92	$4,996.73
		Code Enforcement/Construction Insp.	B	$1,647.28	$1,976.73	$2,306.19
			H	$20.59	$24.71	$28.83
113	NE	Crew Lead	A	$47,485.45	$56,982.53	$66,479.62
	NE	Code Enforcement Officer	M	$3,957.12	$4,748.54	$5,539.97
			B	$1,826.36	$2,191.64	$2,556.91
			H	$22.83	$27.40	$31.96
114	NE	Development Coordinator	A	$49,147.44	$58,976.92	$68,806.41
		Executive Assistant	M	$4,095.62	$4,914.74	$5,733.87
			B	$1,890.29	$2,268.34	$2,646.40
			H	$23.63	$28.35	$33.08
116	NE	Public Works Inspector	A	$52,647.96	$63,177.55	$73,707.15
		Court Administrator	M	$4,387.33	$5,264.80	$6,142.26
			B	$2,024.92	$2,429.91	$2,834.89
			H	$25.31	$30.37	$35.44
180	E	Senior Planner	A	$73,766.80	$88,520.16	$103,273.52
			M	$6,147.23	$7,376.68	$8,606.13
			B	$2,837.18	$3,404.62	$3,972.06
			H	$35.46	$42.56	$49.65
200	E	Principal Planner	A	$81,963.11	$98,355.73	$114,748.35
	E	Accounting Manager	M	$6,830.26	$8,196.31	$9,562.36
			B	$3,152.43	$3,782.91	$4,413.40
			H	$39.41	$47.29	$55.17
202	E	Town Secretary/Town Treasurer	A	$90,770.05	$108,924.05	$127,078.06
			M	$7,564.17	$9,077.00	$10,589.84
			B	$3,491.16	$4,189.39	$4,887.62
			H	$43.64	$52.37	$61.10
204	E	Community Development Director	A	$97,235.14	$116,682.17	$136,129.20
			M	$8,102.93	$9,723.51	$11,344.10
			B	$3,739.81	$4,487.78	$5,235.74
			H	$46.75	$56.10	$65.45
206	E	Finance Director	A	$104,160.71	$124,992.86	$145,825.00
	E	Public Works Director	M	$8,680.06	$10,416.07	$12,152.08
	E	Municipal Services Director	B	$4,006.18	$4,807.42	$5,608.65
			H	$50.08	$60.09	$70.11
207		Assistant Town Administrator	A	$107,806.34	$129,367.61	$150,928.88
			M	$8,983.86	$10,780.63	$12,577.41
			B	$4,146.40	$4,975.68	$5,804.96
			H	$51.83	$62.20	$72.56
208	E	Police Chief	A	$111,579.56	$133,895.47	$156,211.39
			M	$9,298.30	$11,157.96	$13,017.62
			B	$4,291.52	$5,149.83	$6,008.13
			H	$53.64	$64.37	$75.10

The current Police Department Pay Plan is listed below:

FY 25-26
PD 84 HOUR STEP PAY PLAN

$64,312.50

Police Officer									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$78,616.00	$80,974.48	$83,403.71	$85,905.83	$88,483.00	$91,137.49	$93,871.62	$96,687.76	$99,588.40	$102,576.05
$36.00	$37.08	$38.19	$39.33	$40.51	$41.73	$42.98	$44.27	$45.60	$46.97

Police Corporal									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$96,758.15	$99,660.89	$102,650.72	$105,730.24	$108,902.15					
$44.30	$45.63	$47.00	$48.41	$49.86					

Police Sergeant									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$105,192.05	$108,347.81	$111,598.25	$114,946.19	$118,394.58	$121,946.42				
$48.16	$49.61	$51.10	$52.63	$54.21	$55.84				

Draft

Data Analysis

The information below gives data by Pay Plan (i.e. Non-Exempt, Exempt and Police Department) as compared against all towns/cities in the survey group. Raw data and position by position data is included in the appendices.

Town of Argyle Pay Plan Comparison Non-Exempt Position Overview (All Responses)	
Job Title	**Percentage Above/Below Comparison Group**
Maintenance Worker	-6.22%
Administrative Assistant	-20.20%
Equipment Operator	-21.56%
Court Clerk	-1.48%
Permit Clerk	-7.65%
Accounting Technician	-3.53%
Crew Lead	-10.07%
Code Enforcement Officer	-9.49%
Public Works Inspector	-0.76%

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Town of Argyle Pay Plan Comparison Exempt Position Overview (All Responses)	
Job Title	Percentage Above/Below Market
Accounting Manager	20.83%
Municipal Services Director	12.85%
Senior Planner	2.48%
Town Secretary	2.28%
Court Administrator	-58.18%
Community Development Director	-29.19%
Finance Director	-28.57%
Public Works Director	-8.12%
Police Chief	-19.56%

Draft

Town of Argyle Police Department Position Overview	
Job Title	**Percentage Above/Below Market**
Recruit	-20.85%
Officer	-3.55%
Corporal	-3.01%
Sergeant	-7.96%

Draft

Town Manager Sims requested further analysis to drill down to the midpoint comparisons of these three comparison cities: the City of Justin, the Town of Northlake and the Town of Roanoke. This data can be found below, and this is the data from which the recommendations were considered.

Town of Argyle Pay Plan Comparison Non-Exempt Position As Compared to only Justin (J), Northlake (N), and Roanoke (R) Overview	
Job Title	**Percentage Above/Below Market**
Maintenance Worker	-7.71%
Administrative Assistant	-19.77%
Equipment Operator	-20.91%
Court Clerk	-3.78%
Permit Clerk	-11.14%
Accounting Technician	-5.77%
Crew Lead	-12.07%
Code Enforcement Officer	-4.91%
Public Works Inspector	-4.4%

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Town of Argyle Pay Plan Comparison Exempt Position As Compared to only Justin (J), Northlake (N) and Roanoke ®	
Job Title	Percentage Above/Below Market
Accounting Manager	20.80%
Municipal Services Director	10.73%
Senior Planner	2.67%
Town Secretary	-1.10%
Court Administrator	-57.06%
Community Development Director	-15.98%
Finance Director	-24.66%
Public Works Director	-8.52%
Police Chief	-18.39%

Draft

Town of Argyle Police Department Position Overview	As Compared to Justin (J), Northlake (N) and Roanoke (R)
Job Title	**Percentage Above/Below J, N, R**
Recruit	-17.28%
Officer	0.29%
Corporal	-4.17%
Sergeant	-4.10%

Findings

The Town Manager has requested that salary midpoints for Town of Argyle employees are to be no less than 5% off the midpoint of the three (3) comparable agencies of the City of Justin, the Town of Northlake and the Town of Roanoke. Below is a list of those positions which are greater than 5% below the midpoint of the three (3) focused agencies identified:

Non-Exempt Positions

- Maintenance Worker -7.71%
- Administrative Assistant -19.77%
- Equipment Operator -20.91%
- Permit Clerk -11.14%
- Accounting Technician -5.77%
- Crew Lead -12.07%
- (Court Administrator to move from Non-Exempt to Exempt)

Exempt Positions

- Community Development Director -15.98%
- Court Administrator – 57.06%
- Public Works Director -8.52%
- Police Chief -18.39%

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Police Department, Non-Civilian

- Recruit -11.07%
- Officer – 0.29%
- Corporal - 4.17 %
- Sergeant -4.10%

Recommendations

The Town of Argyle would benefit by adjusting pay ranges for those positions which are below the midpoint of the targeted 3-town market. The general pay plan for non-exempt employees currently indicates a 3.5% difference between numerically ordered ranges. With that in mind, following are the recommended changes to the Pay Plan for non-exempt positions:

1. Maintenance Worker – Move from grade 106 to grade 108.
2. Administrative Assistant – Move from grade 106 to 109.
3. Equipment Operator – Move from grade 108 to 113.
4. Permit Clerk – Move from grade 109 to 113.
5. Crew Lead – Move from grade 113 to 117.

The Exempt Pay Plan currently also indicates a 3.5% difference between numerically ordered ranges. With that in mind, following are the recommended changes to the Pay Plan for exempt positions:

1. Community Development Director - Move from grade 204 to 209.
2. Court Administrator – Move from 116 non-exempt to exempt, grade 202 (this position is misclassified and well below market based on the current job description and supervisory responsibilities.
3. Public Works Director – Move from grade 206 to 209.
4. Police Chief – Move from grade 208 to 213.

The Police Department Pay Plan is a step plan for sworn officers, except for the Police Chief and Civilian Assistants. Ranges vary in width of the range (range spread) and percentage difference between ranges. The majority of positions required at the Town are the Police Officer classification. Some comparing organizations do not have a "Recruit" position. Following are the two police department positions that CPSHR recommends changing:

1. Police Recruit – Increase starting pay to the lower of the benchmark cities which have a Recruit classification.
2. Police Officer – Adjust entry-level by 1%, adjust all STEPs to maintain current STEP structure.

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3. Police Corporal – Adjust entry-level by 1%, create STEPs 5 & 6, adjust all STEPs to maintain current STEP structure.
4. Police Sergent – Adjust entry-level by 5%, create STEPs 6,7, & 8, adjust all STEPs to maintain current STEP structure.

In addition, since current Consumer Price Index data is trending lower (US CPI change from Feb 2025 to Feb 2026 was only 2.4% and the DFW CPI change from Jan 2025 to Jan 2026 was -0.3%), it is recommended not to have a COLA in FY26.

Draft

FY 25-26 (Proposed) 3/23/2026
GENERAL PAY PLAN

Grade	FLSA Status	Job Title	Basis	Minimum	Midpoint	N
108	NE	Maintenance Worker	A	$39,981.47	$47,977.77	$55,974.06
	NE	Marketing Specialist	M	$3,331.79	$3,998.15	$4,664.50
		Civilian Admin Asstant I	B	$1,537.75	$1,845.30	$2,152.85
			H	$19.22	$23.07	$26.91
109	NE	Administrative Assistant	A	$41,380.82	$49,656.99	$57,933.15
	NE	Civilian Admin Asstant II	M	$3,448.40	$4,138.08	$4,827.76
			B	$1,591.57	$1,909.88	$2,228.20
			H	$19.89	$23.87	$27.85
110	NE	Court Clerk	A	$42,829.15	$51,394.98	$59,960.81
	NE	Civilian Senior Admin Assistant	M	$3,569.10	$4,282.92	$4,996.73
			B	$1,647.28	$1,976.73	$2,306.19
			H	$20.59	$24.71	$28.83
113	NE	Accounting Technician	A	$47,485.45	$56,982.53	$66,479.62
	NE	Permit Clerk	M	$3,957.12	$4,748.54	$5,539.97
	NE	Equipment Operator	B	$1,826.36	$2,191.64	$2,556.91
				$2,191.64	$2,191.64	$2,191.64
			H	$22.83	$27.40	$31.96
114	NE	Development Coordinator	A	$49,147.44	$58,976.92	$68,806.41
	NE	Code Enforcement Officer	M	$4,095.62	$4,914.74	$5,733.87
	NE	Executive Assistant	B	$1,890.29	$2,268.34	$2,646.40
				$2,268.34	$2,268.34	$2,268.34
			H	$23.63	$28.35	$33.08
116	NE	Code Enforcement/Construction Insp.	A	$52,647.96	$63,177.55	$73,707.15
			M	$4,387.33	$5,264.80	$6,142.26
			B	$2,024.92	$2,429.91	$2,834.89
			H	$25.31	$30.37	$35.44
117	NE	Crew Lead	A	$54,490.64	$65,388.77	$76,286.90
	NE	Public Works Inspector	M	$4,540.89	$5,449.06	$6,357.24
			B	$2,095.79	$2,514.95	$2,934.11
			H	$26.20	$31.44	$36.68
180	E	Senior Planner	A	$73,766.80	$88,520.16	$103,273.52
	E	Accounting Manager	M	$6,147.23	$7,376.68	$8,606.13
	E	Court Administrator	B	$2,837.18	$3,404.62	$3,972.06
			H	$35.46	$42.56	$49.65
200	E	Principal Planner	A	$81,963.11	$98,355.73	$114,748.35
			M	$6,830.26	$8,196.31	$9,562.36
			B	$3,152.43	$3,782.91	$4,413.40
			H	$39.41	$47.29	$55.17
204	E	Municipal Services Director	A	$97,235.14	$116,682.17	$136,129.20
		Town Secretary/Town Treasurer	M	$8,102.93	$9,723.51	$11,344.10
			B	$3,739.81	$4,487.78	$5,235.74
			H	$46.75	$56.10	$65.45
207		Assistant Town Administrator	A	$107,806.34	$129,367.61	$150,928.88
			M	$8,983.86	$10,780.63	$12,577.41
			B	$4,146.40	$4,975.68	$5,804.96
			H	$51.83	$62.20	$72.56
209		Public Works Director	A	$115,484.85	$138,581.82	$161,678.78
		Community Development Director	M	$9,623.74	$11,548.48	$13,473.23
		Finance Director	B	$4,441.72	$5,330.07	$6,218.41
			H	$55.52	$66.63	$77.73
213		Police Chief	A	$132,521.52	$159,025.82	$185,530.12
			M	$11,043.46	$13,252.15	$15,460.84
			B	$5,096.98	$6,116.38	$7,135.77
			H	$63.71	$76.45	$89.20

Police Step Pay Plan

FY 25-26 Effective March 23, 2026

PD 84 HOUR STEP PAY PLAN

Police Recruit
$70,100.63

Police Officer									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$79,402.16	$81,784.22	$84,237.75	$86,764.88	$89,367.83	$92,048.87	$94,810.33	$97,654.64	$100,584.28	$103,601.81
$36.36	$37.45	$38.57	$39.73	$40.92	$42.15	$43.41	$44.71	$46.06	$47.44

Police Corporal									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$97,725.73	$100,657.50	$103,677.23	$106,787.55	$109,991.17	$113,290.91	$116,689.63			
$44.75	$46.09	$47.47	$48.90	$50.36	$51.87	$53.43			

Police Sergeant									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$110,451.65	$113,765.20	$117,178.16	$120,693.50	$124,314.31	$128,043.74	$131,885.05	$135,841.60	$139,916.85	
$50.57	$52.09	$53.65	$55.26	$56.92	$58.63	$60.39	$62.20	$64.06	

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Added Costs to the FY 25/26 Budget

Adjustments to Ranges are specific only to the plan itself and will not result in automatic increases to employees' compensation. Employees with satisfactory current reviews are eligible for market adjustment. There are costs associated with this recommendation, these are those estimates:

- Town Manager, Town Secretary/Treasurer and Town Council Liaison are excluded from this analysis.
- One-time adjustments will be made for civilian employees (including PD civilian), whose actual current pay may be notably below the new midpoint, based on the performance requirement. The cost will add **$23,089.20** in salary only costs for the remainder of FY26**.**
- The Police 1% market adjustment to Officers (10) and Corporals (4), and a 5% market adjustment to Sergeants (2) will add $**11,820.45** in salary only costs for the remainder of FY26.
- Merit increase pool of 5% of payroll for all non-PD will add **$38,281.60** in salary only costs for the remainder of FY26.
- These 3 recommendations total $73,191.25 of salary only costs.
- The indirect rate (TMRS, et cetera) adds 16.5% to the cost of salary increases, moving the $73,191 estimate to $85,267.

The table following provides an overview of this data:

	Market Adjustments (Salaries Only)	Merit Increases (Salaries Only)	FY26 Adjustment Pool (Salaries only)	FY26 Adjustment Pool with Indirect
Police Department (civilian and sworn)	$ 21,477	$ 5,066	$ 26,543	$ 30,923
All Non-Police Department	$ 13,433	$ 33,215	$ 46,648	$ 54,345
Total (remainder of FY26)	$ 34,910	$ 38,282	$ 73,191	$ 85,268
**Market Adjustment Requires Positive Review and Good Standing				
**Merit Adjustment Varies Based on Review, Requires Good Standing				
***Indirect estimated at 16.5%				

Draft

Benefit Comparison Overview

The Town Manager requested that we also compare major benefit categories for the three most comparable municipalities of Justin, Northlake and Roanoke. Appendix Nine illustrates that while there are variations, most benefits are close in comparison. The most significant finding was that neither the Town of Argyle employees nor the Town contribute to Social Security. Unless an employee has completed forty quarters in another municipality or company, they will not receive this benefit at their retirement eligible age. This is a substantial long-term difference in total compensation.

Benefit Recommended Consideration

Several cities and towns in Texas are contemplating changing their Texas Municipal Retirement System (TMRS) plan to the State's new 8% model versus the 7% most towns and cities currently have contracted. Since the Town of Argyle does not participate in Social Security as an additional income opportunity after retirement, it may be prudent to investigate the costs associated with upgrading the TMRS plan for Town of Argyle employees for the new 2026/2027 budget year. Additionally, to ease the additional cost employees must pay for this added benefit, the Town Council may consider providing a one-time 1.5% adjustment to offset the additional 1% contribution employees will be required to make for their TMRS payroll deduction. The additional .5% will allow employees to see a slight increase in their take-home pay.

Summary Conclusions

Recommended Council Actions are as follow:

1. Accept this CPSHR Study as compliant with the Town's 2025 Fiscal and Budgetary Policy Statements Resolution.

2. Approve the new Salary Plans for Non-Exempt, Exempt and Police Officer Positions. This action brings the mid-point for all positions to the 95% - 100% of market midrange for the pay plan.

3. Approve a FY26 budget amendment of $85,268 allowing for the Town Manager to implement the Study results, dependent upon employee merit from current employee reviews.

4. Direct staff to prepare a transition from the TMRS 7% level to the TMRS 8% level, concurrent with a 1.5% increase per employee effective in FY27.

Draft

List of Appendices

1. Current Town of Argyle Pay Plan
2. Current Town of Argyle Police Department Step Plan
3. Compensation Study Results – Non-Exempt Positions
4. Compensation Study Results – Exempt Positions
5. Compensation Study Results – Police Department Positions
6. Proposed Town of Argyle Pay Plan Adjusted based on Study Results
7. Proposed Costs to Budget for Recommended Compensation Changes (Raw Calculations)
8. Proposed Town or Argyle Police Department based on Survey Results (adding Step and adjusting 1% & 5%)
9. Additional Benefits Comparison with Justin, Northlake, and Roanoke
10. Holiday Comparison
11. TMRS 8% Plan Information
12. CPI Data

Draft

APPENDIX 1

CURRENT GENERAL PAY PLAN
FY 25-26 (Updated) 1/23/2026

Grade	FLSA Status	Job Title	Basis	Minimum	Midpoint	N
106	NE	Maintenance Worker	A	$37,323.13	$44,787.76	$52,252.38
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			B	$1,435.51	$1,722.61	$2,009.71
			H	$17.94	$21.53	$25.12
108	NE	Equipment Operator	A	$39,981.47	$47,977.77	$55,974.06
	NE	Marketing Specialist	M	$3,331.79	$3,998.15	$4,664.50
		Civilian Admin Asstant I	B	$1,537.75	$1,845.30	$2,152.85
			H	$19.22	$23.07	$26.91
109	NE	Court Clerk	A	$41,380.82	$49,656.99	$57,933.15
	NE	Permit Clerk	M	$3,448.40	$4,138.08	$4,827.76
	NE	Civilian Admin Asstant II	B	$1,591.57	$1,909.88	$2,228.20
			H	$19.89	$23.87	$27.85
110	NE	Accounting Technician	A	$42,829.15	$51,394.98	$59,960.81
		Civilian Senior Admin Assistant	M	$3,569.10	$4,282.92	$4,996.73
		Code Enforcement/Construction Insp.	B	$1,647.28	$1,976.73	$2,306.19
			H	$20.59	$24.71	$28.83
113	NE	Crew Lead	A	$47,485.45	$56,982.53	$66,479.62
	NE	Code Enforcement Officer	M	$3,957.12	$4,748.54	$5,539.97
			B	$1,826.36	$2,191.64	$2,556.91
			H	$22.83	$27.40	$31.96
114	NE	Development Coordinator	A	$49,147.44	$58,976.92	$68,806.41
		Executive Assistant	M	$4,095.62	$4,914.74	$5,733.87
			B	$1,890.29	$2,268.34	$2,646.40
			H	$23.63	$28.35	$33.08
116	NE	Public Works Inspector	A	$52,647.96	$63,177.55	$73,707.15
		Court Administrator	M	$4,387.33	$5,264.80	$6,142.26
			B	$2,024.92	$2,429.91	$2,834.89
			H	$25.31	$30.37	$35.44
180	E	Senior Planner	A	$73,766.80	$88,520.16	$103,273.52
			M	$6,147.23	$7,376.68	$8,606.13
			B	$2,837.18	$3,404.62	$3,972.06
			H	$35.46	$42.56	$49.65
200	E	Principal Planner	A	$81,963.11	$98,355.73	$114,748.35
	E	Accounting Manager	M	$6,830.26	$8,196.31	$9,562.36
			B	$3,152.43	$3,782.91	$4,413.40
			H	$39.41	$47.29	$55.17
202	E	Town Secretary/Town Treasurer	A	$90,770.05	$108,924.05	$127,078.06
			M	$7,564.17	$9,077.00	$10,589.84
			B	$3,491.16	$4,189.39	$4,887.62
			H	$43.64	$52.37	$61.10
204	E	Community Development Director	A	$97,235.14	$116,682.17	$136,129.20
			M	$8,102.93	$9,723.51	$11,344.10
			B	$3,739.81	$4,487.78	$5,235.74
			H	$46.75	$56.10	$65.45
206	E	Finance Director	A	$104,160.71	$124,992.86	$145,825.00
	E	Public Works Director	M	$8,680.06	$10,416.07	$12,152.08
	E	Municipal Services Director	B	$4,006.18	$4,807.42	$5,608.65
			H	$50.08	$60.09	$70.11
207		Assistant Town Administrator	A	$107,806.34	$129,367.61	$150,928.88
			M	$8,983.86	$10,780.63	$12,577.41
			B	$4,146.40	$4,975.68	$5,804.96
			H	$51.83	$62.20	$72.56
208	E	Police Chief	A	$111,579.56	$133,895.47	$156,211.39
			M	$9,298.30	$11,157.96	$13,017.62
			B	$4,291.52	$5,149.83	$6,008.13
			H	$53.64	$64.37	$75.10

APPENDIX 2

FY 25-26
PD 84 HOUR STEP PAY PLAN

$64,312.50

Police Officer									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$78,616.00	$80,974.48	$83,403.71	$85,905.83	$88,483.00	$91,137.49	$93,871.62	$96,687.76	$99,588.40	$102,576.05
$36.00	$37.08	$38.19	$39.33	$40.51	$41.73	$42.98	$44.27	$45.60	$46.97

Police Corporal									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$96,758.15	$99,660.89	$102,650.72	$105,730.24	$108,902.15					
$44.30	$45.63	$47.00	$48.41	$49.86					

Police Sergeant									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$105,192.05	$108,347.81	$111,598.25	$114,946.19	$118,394.58	$121,946.42				
$48.16	$49.61	$51.10	$52.63	$54.21	$55.84				

Draft

APPENDIX 3

Town of Argyle Pay Plan Comparison Non-Exempt Position Overview (All Responses)	
Job Title	**Percentage Above/Below Comparison Group**
Maintenance Worker	-6.22%
Administrative Assistant	-20.20%
Equipment Operator	-21.56%
Court Clerk	-1.48%
Permit Clerk	-7.65%
Accounting Technician	-3.53%
Crew Lead	-10.07%
Code Enforcement Officer	-9.49%
Public Works Inspector	-0.76%

Draft

APPENDIX 3

Town of Argyle Job Title: Maintenance Worker				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Field Service Worker II	$20.20	$26.27	$32.33
Town of Flower Mound	Maintenance Worker	$19.68	$23.61	$27.55
Town of Highland Village	Technician I (Drainage, Parks, Streets)	$17.94	$21.53	$25.12
City of Justin	Municipal Street Worker	$18.09	$22.61	$27.13
City of Keller	Public Works Technician	$17.11	$21.40	$25.68
City of Lewisville	Maintenance Worker	$17.39	$21.08	$24.77
Town of Northlake	Maintenance Worker	$20.41	$22.09	$24.39
City of Roanoke	PW Maintenance Worker	$20.30	$24.87	$29.44
Town of Trophy Club	Streets Maintenance Wkr	$19.07	$22.37	$25.67
Town of Westlake	No Response			
Average		$18.91	$22.87	$26.90
Town of Argyle	*Maintenance Worker*	*$17.94*	*$21.53*	*$25.12*

Midpoint comparison:			-6.22%	
City of Justin	Municipal Street Worker	$18.09	$22.61	$27.13
Town of Northlake	Maintenance Worker	$20.41	$22.09	$24.39
City of Roanoke	PW Maintenance Worker	$20.30	$24.87	$29.44
Average			$23.19	
Town of Argyle		*$17.94*	*$21.53*	*$25.12*
			-7.71%	

Draft

APPENDIX 3

Town of Argyle Job Title: Administrative Assistant				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Administrative Asst. II	$21.21	$27.58	$33.94
Town of Flower Mound	Administrative Asst. II	$26.01	$31.21	$36.41
Town of Highland Village	Administrative Assistant - PW Operations	$19.78	$23.73	$27.69
City of Justin	Administrative Coordinator	$19.95	$23.82	$28.36
City of Keller	Administrative Asst. I	$18.77	$23.47	$28.15
Town of Northlake	Administrative Assistant	$21.38	$26.19	$31.00
City of Roanoke	Administrative Asst. I	$22.32	$27.35	$32.37
Town of Trophy Club	Administrative Assistant	$20.20	$23.69	$27.19
Town of Westlake	No Response			
Median		$21.20	$25.88	$30.64
Town of Argyle	*Administrative Assistant*	*$17.94*	*$21.53*	*$25.12*
	Midpoint comparison:		-20.20%	
City of Justin	Administrative Coordinator	$19.95	$23.82	$28.36
Town of Northlake	Administrative Assistant	$21.38	$26.19	$31.00
City of Roanoke	Administrative Asst. I	$22.32	$27.35	$32.37
Average		$21.22	$25.79	$30.58
Town of Argyle		$17.94	$21.53	$25.12
			-19.77%	

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APPENDIX 3

Town of Argyle Job Title: Equipment Operator				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Heavy Equip. Operator I	$23.39	$30.41	$37.42
Town of Flower Mound	Equipment Operator	$21.69	$26.03	$30.37
Town of Highland Village	No Match			
City of Justin	No Match			
City of Keller	Heavy Equipment Operator	$23.31	$29.14	$34.96
City of Lewisville	Heavy Equipment Operator	$22.19	$26.90	$31.61
Town of Northlake	Equipment/Plant Operator	$23.18	$25.59	$28.26
City of Roanoke	Equipment Operator PW	$24.65	$30.20	$35.74
Town of Trophy Club	No Match			
Town of Westlake	No Response			
Average		$23.07	$28.05	$33.06
Town of Argyle	*Equipment Operator*	*$19.22*	*$23.07*	*$26.91*

Midpoint comparison:				
			-21.56%	
Town of Northlake	Equipment/Plant Operator	$23.18	$25.59	$28.26
City of Roanoke	Equipment Operator PW	$24.65	$30.20	$35.74
Average			$27.90	
Town of Argyle		*$19.22*	*$23.07*	*$26.91*
			-20.91%	

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APPENDIX 3

Town of Argyle Job Title: Court Clerk				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Court Collect & Warrant Spec	$22.27	$28.96	$35.64
Town of Flower Mound	Deputy Court Clerk	$20.28	$24.46	$28.53
Town of Highland Village	No Match			
City of Justin	Court Clerk	$18.09	$22.61	$27.13
City of Keller	No Match			
City of Lewisville	Deputy Court Clerk	$18.26	$22.13	$26.00
Town of Northlake	Municipal Court Clerk	$19.89	$24.36	$28.84
City of Roanoke	Deputy Court Clerk	$22.32	$27.35	$32.37
Town of Trophy Club	No Match			
Town of Westlake	No Response			
Average		$20.19	$24.98	$29.75
Town of Argyle	*Court Clerk*	*$19.89*	*$23.87*	*$27.85*
Midpoint comparison:			-1.48%	
City of Justin	Court Clerk	$18.09	$22.61	$27.13
Town of Northlake	Municipal Court Clerk	$19.89	$24.36	$28.84
City of Roanoke	Deputy Court Clerk	$22.32	$27.35	$32.37
Average		$20.10	$24.77	$29.45
Town of Argyle	Court Clerk	*$19.89*	*$23.87*	*$27.85*
			-3.78%	

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APPENDIX 3

Town of Argyle Job Title: Permit Clerk				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Permit Technician I	$21.21	$27.58	$33.94
Town of Flower Moun	Building Permit Techn	$19.68	$23.61	$27.55
Town of Highland Vill	No Match			
City of Justin	Permit Technician	$17.20	$23.20	$27.46
City of Keller	Permit Technician I	$18.77	$23.47	$28.15
City of Lewisville	Planning Technician	$21.14	$25.62	$30.10
Town of Northlake	Permit Technician	$21.38	$26.19	$31.00
City of Roanoke	Permit Technician	$24.65	$30.20	$35.74
Town of Trophy Club	No Match			
Town of Westlake	No Response			
Average		$20.58	$25.70	$30.56
Town of Argyle	*Permit Clerk*	*$19.89*	*$23.87*	*$27.85*
Midpoint comparison:			-7.56%	
City of Justin	Permit Technician	$17.20	$23.20	$27.46
Town of Northlake	Permit Technician	$21.38	$26.19	$31.00
City of Roanoke	Permit Technician	$24.65	$30.20	$35.74
Average		**$21.08**	**$26.53**	**$31.40**
Town of Argyle		*$19.89*	*$23.87*	*$27.85*
			-11.14%	

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APPENDIX 3

Town of Argyle Job Title: Accounting Techncian				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Accounts Payable Rep	$20.20	$26.27	$32.33
Town of Flower Mound	Utility Billing Technician	$20.38	$24.46	$28.53
Town of Highland Village	Accounts Payable Specialist	$21.81	$26.17	$30.53
City of Justin	Account Services Coordinator	$20.54	$24.87	$29.84
City of Keller	Utility Billing Representative II	$18.77	$23.47	$28.15
City of Lewisville	Accounting Technician	$20.13	$24.40	$28.67
Town of Northlake	Accounting Clerk	$21.38	$26.19	$31.00
City of Roanoke	Utility Billing Representative II	$22.32	$27.35	$32.37
Town of Trophy Club	Accounting Specialist	$23.07	$27.06	$31.06
Town of Westlake	No Response			
Average		$20.96	$25.58	$30.28
Town of Argyle	*Accounting Technician*	*$20.59*	*$24.71*	*$28.83*

Midpoint comparison:			-3.53%	
City of Justin	Acct Services Coord	$20.54	$24.87	$29.84
Town of Northlake	Accounting Clerk	$21.38	$26.19	$31.00
City of Roanoke	Utility Billing Representative II	$22.32	$27.35	$32.37
Average		$21.41	$26.14	$31.07
Town of Argyle	$20.59	$24.71	$28.83	

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APPENDIX 3

Town of Argyle Job Title: Crew Lead				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Crew Leader	$27.07	$35.20	$43.32
Town of Flower Mound	Senior Maintenance Worker	$20.38	$24.46	$28.53
Town of Highland Village	Crew Leader	$24.04	$28.85	$33.66
City of Justin	Municipal Streets Lead	$22.96	$27.61	$30.35
City of Keller	Crew Leader	$25.76	$32.21	$38.64
City of Lewisville	Crew Leader	$24.47	$29.66	$34.85
Town or Northlake	Crew Lead/Inspector	$28.87	$31.28	$34.53
City of Roanoke	Crew Leader	$27.12	$33.23	$39.33
Town of Trophy Club	Streets Crew Leader	$24.67	$28.93	$33.20
Town of Westlake	No Response			
Average		$25.04	$30.16	$35.16
Town of Argyle	*Crew Lead*	*$22.83*	*$27.40*	*$31.96*
Midpoint comparison:			-10.07%	
Town or Northlake	Crew Lead/ Inspector	$28.87	$31.28	$34.53
City of Justin	Municipal Streets Lead	$22.96	$27.61	$30.35
City of Roanoke	Crew Leader	$27.12	$33.23	$39.33
Average			$30.71	
Town of Argyle		*$22.83*	*$27.40*	*$31.96*
			-12.07%	

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APPENDIX 3

Town of Argyle Job Title: Code Enforcement Officer				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Compliance Specialist	$27.85	$36.21	$44.57
Town of Flower Mound	No Match			
Town of Highland Village	Code Enforcement Officer	$24.04	$28.85	$33.66
City of Justin	Code Enforcement Senior	$24.37	$30.14	$35.91
City of Keller	Code Compliance Officer	$23.19	$28.99	$34.78
City of Lewisville	Code Enforcement Officer	$24.47	$29.66	$34.85
Town of Northlake	No Match			
City of Roanoke	Code Enforcement Officer	$22.32	$27.35	$32.37
Town of Trophy Club	Building & Code Specialist	$24.56	$28.81	$33.05
Town of Westlake	No Reponse			
Median		$24.40	$30.00	$35.60
Town of Argyle	*Code Enforcement Officer*	*$22.83*	*$27.40*	*$31.96*

Midpoint comparison			-9.49%	
City of Justin	Code Enforcement Senior	$24.37	$30.14	$35.91
City of Roanoke	Code Enforcement Officer	$22.32	$27.35	$32.37
Average			$28.75	
Town of Argyle			$27.40	
			-4.91%	

Draft

APPENDIX 3

Town of Argyle Job Title: Public Works Inspector				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Public Works Inspector II	$24.55	$31.92	$39.29
Town of Flower Mound	Right of Way & Landscape Inspecto	$24.77	$29.94	$35.10
Town of Highland Village	Building or Construction Inspector	$25.24	$30.29	$35.34
City of Justin	Building Inspector	$25.17	$30.18	$35.34
City of Keller	Construction Inspector	$23.19	$28.99	$34.78
City of Lewisville	All Inspectors	$24.47	$29.66	$34.85
Town of Northlake	No Match			
City of Roanoke	Building Inspector (vacant)	$27.12	$33.23	$39.33
Town of Trophy Club	No Match			
Town of Westlake	No Response			
Average		$24.93	$30.60	$36.29
Town of Argyle	*Public Works Inspector*	*$25.31*	*$30.37*	*$35.44*

Midpoint comparison:			-0.76	
City of Justin	Building Inspector	$25.17	$30.18	$35.34
City of Roanoke	Building Inspector (vacant)	$27.12	$33.23	$39.33
Average			$31.71	
Town of Argyle	Public Works Inspector		$30.37	
			-4.40%	

Draft

APPENDIX 4

Town of Argyle Pay Plan Comparison Exempt Position Overview (All Responses)	
Job Title	Percentage Above/Below Market
Accounting Manager	20.83%
Municipal Services Director	12.85%
Senior Planner	2.48%
Town Secretary	2.28%
Court Administrator	-58.18%
Community Development Director	-29.19%
Finance Director	-28.57%
Public Works Director	-8.12%
Police Chief	-19.56%

Draft

APPENDIX 4

Town of Argyle Job Title: Accounting Manager				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Accountant	$63,876.80	$83,054.40	$102,211.20
Town of Flower Mound	Accounting Supervisor	$67,392.00	$80,870.40	$94,348.80
Town of Highland Village	Budget & Accounting Admin	$67,724.80	$81,286.40	$94,827.20
City of Justin	Accounts Payable Supervisor	$65,312.00	$73,902.40	$84,947.20
City of Keller	Accountant	$57,408.00	$71,780.80	$86,112.00
City of Lewisville	Accountant	$64,958.40	$78,728.00	$92,518.40
Town of Northlake	Accountant	$63,835.20	$78,208.00	$92,580.80
City of Roanoke	Accountant	$66,601.60	$81,577.60	$96,553.60
Town of Trophy Club	Accountant	$60,860.80	$71,385.60	$81,910.40
Town of Westlake	No Response			
Average		$64,218.84	$77,865.96	$91,778.84
Town of Argyle	*Accounting Manager*	*$81,963.11*	*$98,355.73*	*$114,748.35*

Midpoint Comparison:			20.83%	
City of Justin	Accounts Payable Supervisor	$65,312.00	$73,902.40	$84,947.20
Town of Northlake	Accountant	$63,835.20	$78,208.00	$92,580.80
City of Roanoke	Accountant	$66,601.60	$81,577.60	$96,553.60
Average		$65,218.40	$77,896.00	$91,360.53
Town of Argyle		*$81,963.11*	*$98,355.73*	*$114,748.35*
			20.80%	

Draft

APPENDIX 4

Town of Argyle Job Title: Municipal Services Director

City/Town	Job Title	Minimum	Midpoint	Maximum
City of Denton	Administration Manager	$85,592.00	$111,280.00	$136,968.00
Town of Flower Mound	Municipal Court Admin Purchasing Manager	$95,555.20	$114,670.40	$133,785.60
Town of Highland Village	Muicipal Court Admin	$78,408.53	$94,090.23	$109,771.94
City of Justin	Court/Library Administrator	$88,712.00	$110,884.80	$133,078.40
City of Keller	NETCOM Manager	$88,278.00	$110,348.00	$132,418.00
City of Lewisville	No Match			
Town of Northlake	Director of Admin. Services	$91,656.00	$112,279.00	$132,902.00
City of Roanoke	No Match			
Town of Trophy Club	No Match			
Town of Westlake	No Response			
Average		$88,033.62	$108,925.41	$129,820.66
Town of Argyle	*Municipal Services Director*	*$104,160.71*	*$124,992.86*	*$145,825.00*

Midpoint comparison:			12.85%	
City of Justin	Court/Library Administrator	$88,712.00	$110,884.80	$133,078.40
Town of Northlake	Director of Admin. Services	$91,656.00	$112,279.00	$132,902.00
City of Roanoke	No Match			
Average			$111,581.90	
Town of Argyle	(was Finance Director rolel)		$124,992.86	
			10.73%	

Draft

APPENDIX 4

Town of Argyle Job Title: Senior Planner				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Senior Planner	$63,876.80	$83,044.00	$102,211.20
Town of Flower Mound	Senior Planner	$71,448.00	$85,737.60	$100,006.40
Town of Highland Village	No Match			
City of Justin	Building Official	$81,912.35	$90,739.27	$100,906.53
City of Keller	Building Official/Sr. Engineer	$72,047.00	$90,058.00	$108,070.00
City of Lewisville	Senior Planner	$71,614.00	$86,805.00	$101,995.00
Town of Northlake	No Match			
City of Roanoke	Economic Dev. Specialist	$66,592.50	$81,575.78	$96,559.06
Town of Trophy Club	No Match			
Town of Westlake	No Response			
Average		$71,248.44	$86,326.61	$101,624.70
Town of Argyle	*Senior Plannert*	*$73,766.80*	*$88,520.16*	*$103,273.52*

Midpoint comparison:			2.48%	
City of Justin	Building Official	$81,912.35	$90,739.27	$100,906.53
City of Roanoke	Economic Dev. Specialist	$66,592.50	$81,575.78	$96,559.06
Average			$86,157.53	
Town of Argyle			$88,520.16	
			2.67%	

Draft

APPENDIX 4

Town of Argyle Job Title: Town Secretary				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	City Secretary	$94,369.60	$122,688.80	$151,008.00
Town of Flower Mound	Deputy Town Secretary	$75,046.40	$90,064.00	$105,081.60
Town of Highland Village	Deputy City Secretary/Records Coordinator	$61,435.13	$73,722.16	$86,009.19
City of Justin	City Secretary	$94,311.53	$99,271.54	$118,374.39
City of Keller	No Match			
City of Lewisville	City Secretary	$105,806.00	$128,250.00	$150,694.00
Town of Northlake	Town Secretary	$91,656.00	$112,279.00	$132,902.00
City of Roanoke	City Secretary	$96,980.00	$118,800.50	$140,621.00
Town of Trophy Club	No Match			
Town of Westlake	No Response			
Average		$88,514.95	$106,439.43	$126,384.31
Town of Argyle	*Town Secretary*	*$90,770.05*	*$108,924.05*	*$127,078.06*
Midpoint comparison:			2.28%	
City of Justin	City Secretary	$94,311.53	$99,271.54	$118,374.39
Town of Northlake	Town Secretary	$91,656.00	$112,279.00	$132,902.00
City of Roanoke	City Secretary	$96,980.00	$118,800.50	$140,621.00
			$110,117.01	
Town of Argyle			$108,924.05	
			-1.10%	

Draft

APPENDIX 4

Town of Argyle Job Title: Court Administrator

City/Town	Job Title	Minimum	Midpoint	Maximum
City of Denton	Municipal Court Administrator	$94,369.60	$122,688.80	$151,008.00
Town of Flower Mound	Municipal Court Administrator	$95,555.20	$114,670.40	$133,785.60
Town of Highland Village	Municipal Court Administrator	$78,408.53	$94,090.23	$109,771.94
City of Justin	Court/Library Administrator	$88,712.00	$110,884.80	$133,078.40
City of Keller	N/A			
City of Lewisville	Court Coordinator	$48,471.00	$58,753.00	$69,035.00
Town of Northlake	Court Administrator	$73,780.00	$90,380.00	$106,981.00
City of Roanoke	Court Administrator	$88,221.90	$108,071.86	$127,921.82
Town of Trophy Club	N/A			
Town of Westlake	No Response			
Average		$81,074.03	$99,934.16	$118,797.39
Town of Argyle	*Court Administrator*	*$52,647.96*	*$63,177.55*	*$73,707.15*

Midpoint comparison:			-58.18%	
City of Justin	Court/Library Administrator	$88,712.00	$110,884.80	$133,078.40
Town of Northlake	Court Administrator	$73,780.00	$90,380.00	$106,981.00
City of Roanoke	Court Administrator	$88,221.90	$108,071.86	$127,921.82
Average	Northlake & Roanoke Only		$99,225.93	
Town of Argyle			$63,177.55	
			-57.06%	

Draft

APPENDIX 4

Town of Argyle Job Title: Community Development Director				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Director of Community Services	$143,187.20	$179,015.20	$214,843.20
Town of Flower Mound	Director of Development Services	$149,177.60	$179,025.60	$208,852.80
Town of Highland Village	No Match			
City of Justin	Director of Development & Economic Development	$114,078.56	$125,313.74	$159,192.17
City of Keller	Director of Development Services	$124,099.00	$155,123.00	$186,148.00
City of Lewisville	Building Official	$116,651.00	$141,396.00	$166,140.00
Town of Northlake	Development Director	$122,404.00	$149,945.00	$177,486.00
City of Roanoke	Development Services Manager	$106,704.00	$130,712.40	$154,720.80
Town of Trophy Club	Director of Community Development	$123,926.70	$145,357.86	$166,789.02
Town of Westlake	No Response			
Average		$125,028.51	$150,736.10	$179,271.50
Town of Argyle	*Community Development Director*	*$97,235.14*	*$116,682.17*	*$136,129.20*

Midpoint comparison:			-29.19%	
City of Justin	Dir of Development/ Economic Development	$114,078.56	$125,313.74	$159,192.17
Town of Northlake	Development Director	$122,404.00	$149,945.00	$177,486.00
City of Roanoke	Development Services Manager	$106,704.00	$130,712.40	$154,720.80
Average			$135,323.71	
Town of Argyle			$116,682.17	
			-15.98%	

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APPENDIX 4

Town of Argyle Job Title: Finance Director (as compared to Town Secretary/Tre				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Asst. Director of Finance	$132,579.20	$165,755.20	$198,931.20
Town of Flower Mound	Dir. of Accounting Services	$110,385.60	$132,475.20	$154,544.00
Town of Highland Village	Asst. Finance Director	$105,074.93	$126,089.91	$147,104.90
City of Justin	Finance Director	$122,369.61	$138,623.51	$156,997.68
City of Keller	CFO	$118,235.00	$147,794.00	$177,352.00
City of Lewisville	Procurement/Payables Mgr	$105,806.00	$128,250.00	$150,694.00
Town of Northlake	Finance Director	$122,404.00	$149,945.00	$177,486.00
City of Roanoke	Finance Administrator	$96,980.00	$118,800.50	$140,621.00
Town of Trophy Club	Director of Finance	$130,127.45	$152,630.93	$175,134.41
Town of Westlake	No Response			
Average		$115,995.75	$140,040.47	$159,991.75
Town of Argyle	*Town Treasurer*	*$90,770.05*	*$108,924.05*	*$127,078.06*

Midpoint comparison:			-28.57%	
City of Justin	Finance Director	$122,369.61	$138,623.51	$156,997.68
Town of Northlake	Finance Director	$122,404.00	$149,945.00	$177,486.00
City of Roanoke	Finance Administrator	$96,980.00	$118,800.50	$140,621.00
Average			$135,789.67	
Town of Argyle	Town Secty/Treasurer		$108,924.05	
			-24.66%	

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APPENDIX 4

Town of Argyle Job Title: Public Works Director				
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	PW Inspection Manager	$94,369.60	$122,688.80	$151,008.00
Town of Flower Mound	No Match			
Town of Highland Village	Deputy Dir of Public Works	$105,074.93	$126,089.91	$147,104.90
City of Justin	Director of Public Works	$121,805.12	$137,677.70	$160,658.37
City of Keller	Director of Public Works	$124,099.00	$155,123.00	$186,148.00
City of Lewisville	No Match			
Town of Northlake	Public Works Director	$131,585.00	$161,191.00	$190,798.00
City of Roanoke	Public Works Superintendent	$88,221.90	$108,071.86	$127,921.82
Town of Trophy Club	No Match			
Town of Westlake	No Response			
Average		$114,157.19	$135,140.38	$160,606.52
Town of Argyle	*Public Works Director*	*$104,160.71*	*$124,992.86*	*$145,826.00*

Midpoint comparison:			-8.12%	
City of Justin	Director of Public Works	$121,805.12	$137,677.70	$160,658.37
Town of Northlake	Public Works Director	$131,585.00	$161,191.00	$190,798.00
City of Roanoke	Public Works Superintendent	$88,221.90	$108,071.86	$127,921.82
Average			$135,646.85	
Town of Argyle			$124,992.86	
			-8.52%	

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APPENDIX 4

Town of Argyle Job Title: Police Chief

City/Town	Job Title	Minimum	Midpoint	Maximum
City of Denton	Police Assistant Chief	$151,694.40	$163,498.40	$175,302.40
Town of Flower Mound	Deputy Police Chief	$149,385.60	$156,312.00	$163,238.40
Town of Highland Village	Assistant Police Chief	$134,549.61	$154,732.06	$174,914.50
City of Justin	Police Chief	$122,503.38	$138,743.30	$165,402.50
City of Keller		$129,063.00	$161,328.00	$193,594.00
City of Lewisville				$231,710.00
Town of Northlake	Police Chief	$141,453.00	$173,280.00	$205,107.00
City of Roanoke	Assistant Police Chief	$145,356.64	$163,526.22	$181,695.80
Town of Trophy Club	Police Chief	$139,483.74	$169,277.77	$199,071.81
Average		$139,186.17	$160,087.22	$187,781.82
Town of Argyle	*Police Chief**	*$111,579.56*	*$133,895.47*	*$156,211.39*
	Top of Range Difference			-20.21%
Midpoint comparison:			-19.56%	
City of Justin	Police Chief	$122,503.38	$138,743.30	$165,402.50
Town of Northlake	Police Chief	$141,453.00	$173,280.00	$205,107.00
City of Roanoke	Assistant Police Chief	$145,356.64	$163,526.22	$181,695.80
Average			$158,516.51	
Town of Argyle			$133,895.47	
			-18.39%	

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APPENDIX 5

Town of Argyle Police Department Position Overview		As Compared to Justin (J), Northlake (N) and Roanoke (R)
Job Title	**Percentage Above/Below Market**	**Percentage Above/Below J, N, R**
Recruit	-20.85%	-17.28%
Officer	-3.55%	0.29%
Corporal	-3.01%	-4.17%
Sergeant	-7.96%	-4.10%

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APPENDIX 5

Town of Argyle Job Title: Police Recruit Non-Civil Service				
		Step 1	Step 5	Step 9
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	Police Recruit		$38.84	
Town of Flower Mound	Police Recruit		$37.72	
Town of Highland Village	Police Recruit	$29.63	$34.08	$38.52
City of Justin	Police Cadet	$29.78	$31.97	$36.11
City of Keller	No Match			
City of Lewisville	No Match			
Town of Northlake	No Match			
City of Roanoke	Police Recruit	$35.33	$37.10	$38.86
Town of Trophy Club	Police Cadet		$33.81	
Average		$31.58	$35.59	$37.83
Town of Argyle	*Police Recruit*		*$29.45*	

Midpoint comparison:			-20.85%	
Town of Northlake	No Match			
City of Justin	Police Cadet	$29.78	$31.97	$36.11
City of Roanoke	Police Recruit	$35.33	$37.10	$38.86
Average			$34.54	
Town of Argyle			$29.45	
			-17.28	
Only Justin			-8.57	

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APPENDIX 5

Town of Argyle Job Title: Police Officer Non-Civil Service				
		Lowest STEP	Step 5	Top STEP
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
		1 yr	3 yrs	7 yrs
City of Denton	Police Officer	$40.73	$46.53	$52.32
Town of Flower Mound	Police Officer	$39.70	$43.38	$50.28
Town of Highland Village	Police Officer	$37.82	$43.49	$49.17
City of Justin	Police Officer	$31.45	$38.33	$39.76
City of Keller	Police Officer	$36.67	$39.69	$43.82
City of Lewisville	Police Officer	$41.48	$46.94	$52.39
Town of Northlake	Police Officer/Detective	$36.97	$41.58	$46.18
City of Roanoke	Police Officer	$39.00	$44.92	$50.84
Town of Trophy Club	Police Officer	$37.56	$44.05	$50.55
Average		$37.93	$43.21	$48.37
Town of Argyle	*Police Officer*	*$36.00*	*$41.73*	*$46.97*
			$41.48	
Midpoint comparison:			-3.55%	
City of Justin	Police Officer	$31.45	$38.33	$39.76
Town of Northlake	Police Officer/Detective	$36.97	$41.58	$46.18
City of Roanoke	Police Officer	$39.00	$44.92	$50.84
Average			$41.61	
Town of Argyle			$41.73	
			0.29%	

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APPENDIX 5

Town of Argyle Job Title: Police Corporal Non-Civil Service				
		Lowest STEP	Step 2	Highest STEP
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
City of Denton	No Match			
Town of Flower Mound	No Match			
Town of Highland Village	Police Corporal	$41.70	$47.95	$54.21
City of Justin	Police Corporal	$38.64	$45.29	$48.07
City of Keller	Police Corporal	$44.92	$47.25	$49.58
City of Lewisville	No Match			
Town of Northlake	Police Corporal	$46.75	$48.55	$50.34
City of Roanoke	Police Corporal	$50.85	$53.04	$55.94
Town of Trophy Club	No Match			
Average		$44.57	$48.42	$51.63
Town of Argyle	*Police Corporal*	*$44.30*	*$47.00*	*$49.86*
			$47.08	
Midpoint comparison:			-3.01%	
City of Justin	Police Corporal	$38.64	$45.29	$48.07
Town of Northlake	Police Corporal	$46.75	$48.55	$50.34
City of Roanoke	Police Corporal	$50.85	$53.04	$55.94
Average			$48.96	
Town of Argyle			$47.00	
			-4.17%	

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APPENDIX 5

Town of Argyle Job Title: Police Sergeant		Non-Civil Service		
		Lowest STEP	Step 3	Highest STEP
City/Town	**Job Title**	**Minimum**	**Midpoint**	**Maximum**
		At Promotion	3 yrs	5 yrs
City of Denton	Police Sergeant	$56.47	$59.18	$61.89
Town of Flower Mound	Police Sergeant	$55.13	$57.68	$60.23
Town of Highland Village	Police Sergeant	$48.27	$55.51	$62.75
City of Justin	Police Sergeant	$43.75	$51.08	$52.87
City of Keller	Police Sergeant	$50.58	$53.22	$55.85
City of Lewisville	Police Sergeant	$58.78	$60.26	$61.74
Town of Northlake	Police Sergeant	$49.71	$53.68	$57.65
City of Roanoke	Police Sergeant	$56.76	$59.60	$62.44
Town of Trophy Club	Police Sergeant	$52.14	$61.16	$70.18
Average		$52.40	$56.82	$60.62
Town of Argyle	*Police Sergeant*	*$48.16*	*$52.63*	*$55.84*

Midpoint comparison:			*-$0.08*	
			52.01	55.85
City of Justin	Police Sergeant	$43.75	$51.08	$52.87
Town of Northlake	Police Sergeant	$49.71	$53.68	$57.65
City of Roanoke	Police Sergeant	$56.76	$59.60	$62.44
Average			$54.79	
Town of Argyle			$52.63	
			-4.10%	

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APPENDIX 6

FY 25-26 (Proposed) 3/23/2026
GENERAL PAY PLAN

Grade	FLSA Status	Job Title	Basis	Minimum	Midpoint	N
108	NE	Maintenance Worker	A	$39,981.47	$47,977.77	$55,974.06
	NE	Marketing Specialist	M	$3,331.79	$3,998.15	$4,664.50
		Civilian Admin Asstant I	B	$1,537.75	$1,845.30	$2,152.85
			H	$19.22	$23.07	$26.91
109	NE	Administrative Assistant	A	$41,380.82	$49,656.99	$57,933.15
	NE	Civilian Admin Asstant II	M	$3,448.40	$4,138.08	$4,827.76
			B	$1,591.57	$1,909.88	$2,228.20
			H	$19.89	$23.87	$27.85
110	NE	Court Clerk	A	$42,829.15	$51,394.98	$59,960.81
	NE	Civilian Senior Admin Assistant	M	$3,569.10	$4,282.92	$4,996.73
			B	$1,647.28	$1,976.73	$2,306.19
			H	$20.59	$24.71	$28.83
113	NE	Accounting Technician	A	$47,485.45	$56,982.53	$66,479.62
	NE	Permit Clerk	M	$3,957.12	$4,748.54	$5,539.97
	NE	Equipment Operator	B	$1,826.36	$2,191.64	$2,556.91
				$2,191.64	$2,191.64	$2,191.64
			H	$22.83	$27.40	$31.96
114	NE	Development Coordinator	A	$49,147.44	$58,976.92	$68,806.41
	NE	Code Enforcement Officer	M	$4,095.62	$4,914.74	$5,733.87
	NE	Executive Assistant	B	$1,890.29	$2,268.34	$2,646.40
				$2,268.34	$2,268.34	$2,268.34
			H	$23.63	$28.35	$33.08
116	NE	Code Enforcement/Construction Insp.	A	$52,647.96	$63,177.55	$73,707.15
			M	$4,387.33	$5,264.80	$6,142.26
			B	$2,024.92	$2,429.91	$2,834.89
			H	$25.31	$30.37	$35.44
117	NE	Crew Lead	A	$54,490.64	$65,388.77	$76,286.90
	NE	Public Works Inspector	M	$4,540.89	$5,449.06	$6,357.24
			B	$2,095.79	$2,514.95	$2,934.11
			H	$26.20	$31.44	$36.68
180	E	Senior Planner	A	$73,766.80	$88,520.16	$103,273.52
	E	Accounting Manager	M	$6,147.23	$7,376.68	$8,606.13
	E	Court Administrator	B	$2,837.18	$3,404.62	$3,972.06
			H	$35.46	$42.56	$49.65
200	E	Principal Planner	A	$81,963.11	$98,355.73	$114,748.35
			M	$6,830.26	$8,196.31	$9,562.36
			B	$3,152.43	$3,782.91	$4,413.40
			H	$39.41	$47.29	$55.17
204	E	Municipal Services Director	A	$97,235.14	$116,682.17	$136,129.20
		Town Secretary/Town Treasurer	M	$8,102.93	$9,723.51	$11,344.10
			B	$3,739.81	$4,487.78	$5,235.74
			H	$46.75	$56.10	$65.45
207		Assistant Town Administrator	A	$107,806.34	$129,367.61	$150,928.88
			M	$8,983.86	$10,780.63	$12,577.41
			B	$4,146.40	$4,975.68	$5,804.96
			H	$51.83	$62.20	$72.56
209		Public Works Director	A	$115,484.85	$138,581.82	$161,678.78
		Community Development Director	M	$9,623.74	$11,548.48	$13,473.23
		Finance Director	B	$4,441.72	$5,330.07	$6,218.41
			H	$55.52	$66.63	$77.73
213		Police Chief	A	$132,521.52	$159,025.82	$185,530.12
			M	$11,043.46	$13,252.15	$15,460.84
			B	$5,096.98	$6,116.38	$7,135.77
			H	$63.71	$76.45	$89.20

APPENDIX 7

Detailed Personnel Impacts of Market Adjustment

Town of Argyle Midpoint of Salary Range Positions to Adjust	% the Town Midpoint Lags Behind Benchmarks	# of Grades to move on Town Pay Plan	Difference between Grades	Net Change in Grades	Town Mgr Recommended Performance Based Max Market Adjustment to Staff Given Current Salary
Police Chief	-18.39	5	3.50%	17.50%	14.00%
Community Development Dir.	-15.98	2	3.50%	17.50%	14.00%
Court Administrator	-57.06	116-180	Reclass to Exempt		2.00%
Equipment Operator	-20.91	5	3.50%	17.50%	10.50%
Permit Clerk	-11.14	4	3.50%	14.00%	3.50%
Crew Lead	-12.07	4	3.50%	14.00%	3.50%

Market Adjustments Totals	Current Salary of Impacted Employees	Annual Adujstment Cost	Six Month Adjustment
Totals	$547,385.86	$46,178.40	$23,089.20

Market Adjustments to Step Plan

	Current PD Annual	1% Increase	6 Months
Adjustment to PD - 1% cost	$1,247,628.70	$ 12,476.29	$ 6,238.14
(Officers/Corporals)			
Adjustment to PD - 5% cost	$ 223,292.16	$ 11,164.61	$ 5,582.30
(Sergeants)			
	Total PD Adjustment		$ 11,820.45

Merit Pool Eligible Breakdown

	Annual Total Salary after Market Adjustment	Annual merit 5% pool	4/1/2026 start 6 months
not pd	$ 1,328,611.03	$ 66,430.55	$ 33,215.28
pd not on step	$ 202,653.15	$ 10,132.66	$ 5,066.33
Total	$ 1,531,264.18	$ 76,563.21	$ 38,281.60

Draft

APPENDIX 8

Police Step Pay Plan
FY 25-26 Effective March 23, 2026
PD 84 HOUR STEP PAY PLAN

Police Recruit
$70,100.63

Police Officer									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$79,402.16	$81,784.22	$84,237.75	$86,764.88	$89,367.83	$92,048.87	$94,810.33	$97,654.64	$100,584.28	$103,601.81
$36.36	$37.45	$38.57	$39.73	$40.92	$42.15	$43.41	$44.71	$46.06	$47.44

Police Corporal									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$97,725.73	$100,657.50	$103,677.23	$106,787.55	$109,991.17	$113,290.91	$116,689.63			
$44.75	$46.09	$47.47	$48.90	$50.36	$51.87	$53.43			

Police Sergeant									
Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
$110,451.65	$113,765.20	$117,178.16	$120,693.50	$124,314.31	$128,043.74	$131,885.05	$135,841.60	$139,916.85	
$50.57	$52.09	$53.65	$55.26	$56.92	$58.63	$60.39	$62.20	$64.06	

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APPENDIX 9

ADDITIONAL BENEFITS

Medical Benefit							
							HSA
City/Town	PPO	Employee Cost	HMO	EE Cost	HDHP	Employee Cost	City Contribution
Justin							
	Employee Only	0.00	Employee Only	0.00	Employee Only	0.00	0.00
	Employee + Spouse	300.85	Employee + Spouse	149.71	Employee + Spouse	129.67	
	Employee + Children	300.85	Employee + Children	149.71	Employee + Children	129.67	
	Employee + Family	638.96	Employee + Family	434.88	Employee + Family	382.14	
	PPO						
Northlake	Employee Only	56.73	Employee Only	0.00	Employee Only	0.00	1,200.00
	Employee + Spouse	315.55	Employee + Spouse	49.46	Employee + Spouse	104.53	1,800.00
	Employee + Children	295.86	Employee + Children	41.31	Employee + Children	93.99	1,500.00
	Employee + Family	554.69	Employee + Family	148.39	Employee + Family	232.48	2,400.00
	PPO Base						
	Employee Only	0.00					
	Employee + Spouse	183.52					
	Employee + Children	169.56					
	Employee + Family	353.08					
Roanoke	United Healthcare		No HMO				
	Employee Only	43.30			Employee Only	0.00	675.00
	Employee + Spouse	255.76			Employee + Spouse	125.00	900.00
	Employee + Children	110.39			Employee + Children	52.50	925.00
	Employee + Family	377.62			Employee + Family	210.00	900.00
Argyle		PPO	No HMO				
	Employee Only	0.00			Employee Only	0.00	1,750.00
	Employee + Spouse	161.33			Employee + Spouse	163.23	
	Employee + Children	161.33			Employee + Children	163.23	
	Employee + Family	322.66			Employee + Family	326.46	
	HRA Co-Pay Plan		Town pays $500				
No significant differences. Difficult to compare due to plan design, claims exprerience, etc.							

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CERTIFICATION PAY										
Name of Certification	**Justin**	**Frequency**	**Level**	**Northlake**	**Frequency**	**Level**	**Roanoke**	**Frequency**	**Level**	**Argyle**
City Secretary	$46	bi-weekly								$25 bi-weekly
Certified Gov't Finance Officer (CGFO)	$35	bi-weekly		$92	bi-weekly		$23	bi-weekly		for each eligible
Certified Gov't Finance Manager (CGFM)							$35	bi-weekly		certification to a
CPA				$92	bi-weekly					maximum of $75
Code Enforcement Officer II	$35	bi-weekly								per pay period.
Plumbing Inspector License	$35	bi-weekly								
Commercial (Building, Plumbing Inspector) Residential (Building, Plumbing Inspector or Plans Examiner/Review)							$12	bi-weekly		Exception: Bilingual pay maximum is $100 bi-weekly
Int'l Code Council Certification	$35	bi-weekly								
TCEQ Wastewater Collections	$46	bi-weekly	A							Part time employee
"	$23	bi-weekly	B	$138	bi-weekly	B	$35	bi-weekly		maximum is $25
"	$12	bi-weekly	C	$92	bi-weekly	C	$30	bi-weekly		bi-weekly.
"				$46	bi-weekly	D	$23	bi-weekly		
TCEQ Landscape Irrigator							$16	bi-weekly		
TDA Pesticide Applicator							$12	bi-weekly		
Certified Playground Safety Inspector	$23	bi-weekly								
Non-Commercial Political Pesticide Applicator License	$12	bi-weekly								
Commercial Driver's License (CDL)							$16	bi-weekly		
TCOL Master Peace Officer	$46	bi-weekly		$138	bi-weekly		$46	bi-weekly		$75
TCOL Advance Peace Officer	$35	bi-weekly		$92	bi-weekly		$35	bi-weekly		$50
TCOL Intermediate Peace Officer	$23	bi-weekly		$46	bi-weekly		$23	bi-weekly		$25
TCOL Field Training Officer	$23	bi-weekly								$50
Basic/Advanced Certification - TX Assn Property-Evidence Inventory Technicians										$25
Mun. Court Clerk Certification	$46	bi-weekly	CCE							
"	$46	bi-weekly	CCM				$35	bi-weekly		$25 bi-weekly
"	$35	bi-weekly	Level III	$138	bi-weekly		$23	bi-weekly		for each eligible
"	$23	bi-weekly	Level II	$92	bi-weekly		$21	bi-weekly		certification to a
"	$12	bi-weekly	Level I	$46	bi-weekly		$16	bi-weekly		maximum of $75
Texas Registered Municipal Clerk							$23	bi-weekly		per pay period.

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ADDITIONAL BENEFITS COMPARISON							
Town/City	Full-time Employees	Retirement	Social Security	Cell Phone		Certification Pay	Education Pay
				Phone Provided	Stipend		
Town of Argyle	39	TMRS 7% EE/14% ER	No	Yes	Yes	Yes	*Monthly
				Town Manager	$35 pp		AA - $54.16
							BA - $108.33
							MA =$162.50
City of Justin	68	TMRS 7% EE/14% ER	Yes. 6.2%EE/6.2% ER	No	No	Yes	N/A
Town of Northlake	90	TMRS 7% EE/14% ER	Yes. 6.2% EE/6.2% ER	Yes	No	Yes	One-time
				Directors, Asst. Directors			AA - $750
				Police Command Staff,			BA - $1000
				Econ.Dev.Coord			MA - $1250
				Mktg/Comm Coord			
				PW Staff except Admin.			
Town of Roanoke	178	TMRS 7%EE/14% ER	Yes. 6.2% EE/6.2% ER	Yes	Range: $13.85-$36.92 pp	Yes	Monthly
		Town pays EE portion					AA - $50
		of City Manager,			# ofpositions		BA - $75
		ACM & Dept. Heads					MA - $100

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APPENDIX 10

HOLIDAY COMPARISON

Town/City	# of Holidays	Personal/Floating Holidays	Other
Denton	11	2	
Flower Mound	11		
Highland Village	10	2	+ birthday
Justin	13	2	
Keller	9	1	
Lewisville	10	1	
Northlake	11	2	
Roanoke	13		
Trophy Club	11	2	1/2 day holidays
Average	11	1.71	
Argyle	13	2	

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APPENDIX 11

TMRS Reported Municipalities Already Adopting the 8% Contribution Rate	Employee Contribution Rate			
Aledo	8%		Malakoff	8%
Arp	8%		Melissa	8%
Aubrey	8%		Merkel	8%
Blanco	8%		Montgomery	8%
Borger	8%		Mount Enterprise	8%
Brownsville PUB - Brownsville	8%		New Fairview	8%
Bullard	8%		Palmer	8%
Cactus	8%		Primera	8%
Canton	8%		Providence Village	8%
Clarendon	8%		Quintana	8%
Clarksville City	8%		Reklaw	8%
Cleburne	8%		Robert Lee	8%
Corpus Christi	8%		Roby	8%
Crandall	8%		Shady Shores	8%
Dallas Police & Fire PS - Dallas	8%		Silsbee	8%
Dayton	8%		Sinton	8%
Eagle Lake	8%		Slaton	8%
East Mountain	8%		Smyer	8%
Elgin	8%		Stinnett	8%
Freeport	8%		Sundown	8%
Granbury	8%		Surfside Beach	8%
Hallsville	8%		Wake Village	8%
Hamilton	8%		Waller	8%
Hico	8%		Winona	8%
Hudson Oaks	8%			
Ingleside	8%			
Jarrell	8%			
Kemah	8%			
Kermit	8%			
Lavon	8%			
Leonard	8%			
Lucas	8%			

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APPENDIX 12

CPI DATA – ALL U.S. CITIES

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Consumer Price Index Historical Tables for U.S. City Average

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U)
(not seasonally adjusted)

ALL ITEMS (1982-84=100)	U.S. City Average											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605
2025	317.671	319.082	319.799	320.795	321.465	322.561	323.048	323.976	324.800	(1) -	324.122	324.054
2026	325.252	326.785										
Percent change from 12 months ago												
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4
2024	3.1	3.2	3.5	3.4	3.3	3.0	2.9	2.5	2.4	2.6	2.7	2.9
2025	3.0	2.8	2.4	2.3	2.4	2.7	2.7	2.9	3.0		2.7	2.7
2026	2.4	2.4										

Footnotes
(1) Data unavailable due to the 2025 lapse in appropriations

CPI DATA – DFW

Table 1. Dallas-Fort Worth-Arlington, TX, CPI-U by expenditure category for January 2026, not seasonally adjusted (1982-84=100 unless otherwise noted)

Expenditure category	Indexes				Percent change from:		
	Historical data	Nov. 2025	Dec. 2025	Jan. 2026	Jan. 2025	Nov. 2025	Dec. 2025
All items		302.493	-	303.255	-0.3	0.3	-