



**NOTICE OF A WORK SESSIONS AND REGULAR MEETING
OF THE TOWN COUNCIL
TUESDAY, JUNE 28, 2016 – 4:00 pm**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Argyle Town Council will meet in a work session and regular meeting June 28, 2016 at 4:00 pm at the Argyle Town Hall, 308 Denton Street, Argyle, Texas. The Items listed below are placed on the agenda for discussion and/or action.

SPECIAL WORK SESSION – 4:00 PM

A. CALL SPECIAL WORK SESSION TO ORDER

B. PRESENTATION

1. Presentation from staff concerning the formation of a tax increment reinvestment zone (TIRZ).

C. CONVENE INTO EXECUTIVE SESSION:

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

1. Section 551.087 – Deliberation regarding economic development negotiations; (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
2. Adjourn into Open Meeting.
3. Discussion regarding any regular session items.

BUDGET WORK SESSION AGENDA – 5:00 PM
(or immediately following the 4:00 pm work session)

D. CALL BUDGET WORK SESSION TO ORDER

1. Discussion regarding the FY16 Re-Estimated Budget and FY 17 Proposed Budget.
2. Discuss Fiscal and Budgetary Policies for the Town of Argyle.

REGULAR WORK SESSION AGENDA – 6:00 PM
(or immediately following the 5:00 pm work session)

E. CALL REGULAR WORK SESSION TO ORDER

F. WORK SESSION

The pre-meeting work session is designed as an opportunity for the Town Council to discuss pending items. No action will be taken during the work session portion of the meeting.

1. Presentation by Frontier Communications regarding the transition of internet, television and phone services.
2. Presentation by Residents of The Oaks Subdivision regarding traffic control.
3. Discussion regarding any regular session items.

REGULAR SESSION AGENDA – 7:00 PM
(or immediately following the 6:00 pm work session)

G. CALL REGULAR SESSION TO ORDER

H. INVOCATION

I. PLEDGE OF ALLEGIANCE

American Flag

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

J. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

1. Council Recognition of Students and Citizens
2. Town Council and Staff Presentations / Reports
 - a. Development Project Updates

K. OPEN FORUM:

The opportunity for citizens to address the Town Council on any non-agenda item (limit 5 minutes per person); however, the Texas Open Meetings Act prohibits the Town Council from discussing issues which the public has not been given seventy-two (72) hour notice. Issues raised may be referred to Town Staff for research and possible future action.

L. CONSENT AGENDA:

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

1. Consider approval of the May 24, 2016 Town Council minutes.

2. Consider approval of authorizing the Town Manager to negotiate a contract for branding and wayfinding services.
3. Consider approval of a resolution adopting Fiscal and Budgetary Policies for the Town of Argyle.
4. Consider approval of a resolution authorizing the Town Manager to execute and accept the Texas Parks and Wildlife Department (TPWD) Local Park Grant Project Agreement and associated documents outlining the terms and conditions for acceptance of the Non-Urban Outdoor Recreation Grant award for the Argyle Community Park.
5. Consider approval of a resolution authorizing the Town Manager to execute an agreement with Dunkin, Sims, Stoffels, Inc. (DSS) to prepare Construction Documents and Specifications for the Argyle Community Park.
6. Consider approval of a resolution authorizing the Town Manager to execute a Development Agreement by and between the Town and Terra Manna, LLC for the Waterbrook development.
7. Consider approval of a resolution accepting for filing a petition for the establishment of the Waterbrook of Argyle Public Improvement District No. 2 and calling a public hearing to consider the advisability and feasibility of establishing the district.

M. NEW BUSINESS & PUBLIC HEARINGS:

1. Public Hearing: Consider and take appropriate action on a zoning change request (Z-16-002) from A (Agricultural District), SF-1 (Single Family Residential 1-Acre Estate District), and OR (Office Retail) to PD-002 (Planned Development District) for Trailhead Ranch, being approximately 69.2 acres of land, portions of which are legally described as White Rock Farm Addition, Block A, Lot 1, Lot 2R (north portion), Lot 2R (south portion), Gazaway Survey, Tracts 22 and 22a, Tracts 15 and 15a, and Tract 14; and being located on the north side of Harpole Rd., approximately 1,050 f.t. east of HWY 377, located in the Town of Argyle, Denton County, Texas.
2. Public Hearing: Consider and take appropriate action on a zoning change request (Z-16-004) from OR (Office Retail) to SF-2.5 (Single Family Residential Estate-2.5 District) on approximately 2.83 acres of land, legally described as Lot 1, Block A, Ward Addition and being located at 211 E. Harpole Rd, Town of Argyle, Denton County, Texas.
3. Consider and take appropriate action on a Site Plan Amendment (SP-16-002) for Liberty Christian School; regarding a special exception for a scoreboard located at the football stadium. Located at 1301 S.HWY 377, Town of Argyle, Denton County, Texas.

4. Consider approval of a resolution appointing a member to the Crime Control and Prevention District to fill an unexpired term.
5. Consider approval of a resolution appointing a representative to the Argyle Fire District.
6. Consider an ordinance approving a certificate of abandonment for a portion of the Denton Street right-of-way.

N. OLD BUSINESS:

None

O. RECEIVE REQUESTS FROM COUNCIL MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA (*discussion under this item must be limited to whether or not the Council wishes to include a potential agenda item on a future agenda*)

P. ADJOURN

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Argyle Town Hall, 308
Denton Street, Argyle, Texas,
by 5:00 pm on the 24th day of June, 2016.



Kristi Gilbert, Town Secretary

NOTE: If, during the course of the meeting, any discussion of any item on the agenda should be held in a closed meeting, the Council will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E

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



TOWN COUNCIL DATA SHEET



Agenda Item:

Discussion regarding the FY16 Re-Estimated Budget and FY17 Proposed Budget

Requested by:

Paul Frederiksen, Town Manager
Kim Collins, Finance Director

Background:

Staff began budget preparation in May, and is prepared to give Council an overview of FY16 Re-estimates and FY17 preliminary revenues and expenditures. We are projecting excess fund balance in FY16, and will be seeking guidance on use of those funds. We have preliminary ad valorem values at this time and are continuing to evaluate expenditures, so only top level estimates and trends will be focused on during discussion. We are requesting any new project ideas from Council be brought forth during this workshop. Staff will evaluate all requests and give feedback to Council once revenue numbers are finalized.

You will find attached a document prepared to give Council an overview of the following information for all funds:

- 3-year history of actual revenue and expenditures
- Primary funding sources
- FY15 audited ending fund balances

This snapshot summarizes audit information, and will help illustrate funding sources for items such as the park project as we go into budget discussions.

Staff will also be providing an update on Benefit Committee meetings. The Benefit Committee (Mayor Krueger, Councilmembers Lamon and Haynes, Paul, Kim and Kristi) has held a couple of meetings focusing on an internal salary survey representing 15 surrounding municipalities. Our survey has found that half of our employees are currently making less than the average minimum salary and half are between the average minimum and the average mid. The most heavily impacted employees are the police officers. Starting pay for Argyle officers is current \$46,405 and the average starting salary, according to our survey, is \$51,326. Hickory Creek and Lake Dallas are the only cities in our survey with a starting police officer salary less than Argyle. Per the direction of the Benefit Committee, staff will be working on a plan to phase in market adjustments to the average mid-point.

Financial Impact:

None

Staff Recommendation:

N/A



TOWN COUNCIL DATA SHEET



Requested Action:

N/A

Attachments:

Fund Summary with FY15 ending fund balances



TOWN COUNCIL DATA SHEET



Agenda Item:

Discuss Fiscal and Budgetary Policies for the Town of Argyle.

Requested by:

Paul Frederiksen, Town Manager
Kim Collins, Finance Director

Background:

The Town of Argyle Town Council and Staff are committed to financial management through integrity, prudent stewardship, planning, accountability, full disclosure and communication. The broad purpose of the attached *Fiscal and Budgetary Policies* is to enable the Town and its related component units, including the Argyle Economic Development Corporation (EDC) and the Argyle Crime Control Prevention District (CCPD), to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the Town's financial affairs.

LINK: Please refer to the action item for further details.

Requested Action:

This is a discussion item and will be consider for action during the regular meeting.

Attachments:

LINK: Fiscal and Budgetary Policy Statements



TOWN COUNCIL DATA SHEET



Agenda Item:

Presentation by Frontier Communications regarding the transition of internet, television and phone services.

Requested by:

Town Council

Background:

Pedro Correa, Senior Vice President and General Manager with Frontier Communications, will be in attendance addressing the Council on matters related to the transition of internet, television and phone services from Verizon.

Attachments:

None



TOWN COUNCIL DATA SHEET



Agenda Item:

Presentation by Residents of The Oaks Subdivision regarding traffic control.

Requested by:

Chief Tackett

Background:

Residents of The Oaks Subdivision appeared before Council at the March 22, 2016 meeting regarding cut-through traffic from the high school. The residents expressed interest in the installation of a gate or a “No Left Turn” sign on Cook Street. The Oaks, represented by Brad Graham, presented information at the April 26, 2016 meeting. After the presentation, Town Manager, Paul Frederiksen, Councilmember Marla Hawkesworth and Chief Tackett met with Mr. Graham at his residence. Discussion included topics of gates and no left hand turn signs that would not be enforced. Argyle PD and Public Works relocated a speed display to Myrtle for incoming traffic counts (attached). Those counts showed a difference of around inbound 600-700 cars on Myrtle between the week school was in session and the week school was out.

The Oaks Subdivision was presented as a concept around November 30, 2012 and was approved by Council on January 22, 2013 by Ordinance 2013-03. Section 2.11 of the Planned Development showed two entryways into the Subdivision; Cook Street and FM 407.

Numerous times over the last several months, the Police Department has responded to citizen complaints of speeding vehicles in The Oaks subdivision.

If you remember, the Council adopted a 25 mph speed limit through there to help alleviate some of the concerns, and all data collected shows that 85% of traffic is complying with this posted speed limit. In the hours that we have spent monitoring traffic a total of 15 citations have been issued for speeding and three for disregard of the stop sign at Myrtle.

There have been zero crashes on the residential streets in the neighborhood (Nora, Boonesville Bend, Ellison Trace and Myrtle.) There has been one crash on FM 407 as drivers were sitting on FM 407 waiting to turn onto Myrtle – caused by driver inattention.

Traffic counts for 2016 conducted by Public Works show total 24 hour volumes at Cook Street 996, Boonesville Bend 861, Nora Lane 512, Ellison Trace 213 and Myrtle at 1036. (Comparison to Country Lakes Blvd at 2695, Harpole 851, Old Justin Road 2245, Denton Street 1403, Village Way 736)

Chief Tackett met with the residents on Saturday, March 12, 2016 to discuss their concerns. Speeding vehicles were discussed, but the data and visual observation just do not show that

speed is the problem. Speed Humps, gates, resident decals and signage were discussed, all with the intent to discourage non-resident traffic from utilizing the public streets.

The neighborhood was given a copy of Town Development Standard 14.2.91 on conversion of public streets to private streets and recommendations to consult with a traffic engineer to present a plan to the Council.

The Police Department will continue spot enforcement during peak times in the neighborhood as staffing allows.

Requested Action:

Discussion only.

Attachments:

Speed Surveys

The Oaks Site Layout



Volume By Time Report

For Town of Argyle on 6/15/2016 at 8:00 AM

Generated by Officer Steven Wallace

Time of Day: 0:00 to 23:59

Location: Myrtle, Myrtle, S

Dates: 5/16/2016 to 6/16/2016 (Su, M, T, W, Th, F, Sa)

Time View: By Date (Total Volumes)

Speed Bin Range: 1 to 100

Notes:

Date	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total Vehicles
5/24/2016	0	0	0	0	0	0	0	0	0	0	17	20	15	17	18	41	38	49	22	8	5	14	2	0	266
5/25/2016	3	0	0	0	2	0	4	23	73	12	18	14	17	13	11	43	37	103	32	19	13	7	4	1	449
5/26/2016	0	2	0	0	2	0	0	37	101	10	9	25	19	25	26	69	43	40	22	13	15	8	10	4	480
5/27/2016	0	0	0	0	0	0	0	0	0	0	0	9	17	0	0	0	0	0	4	14	7	7	0	4	62
5/28/2016	0	1	0	2	0	0	0	0	3	5	9	22	10	9	10	8	5	7	7	12	4	5	3	2	124
5/29/2016	0	0	0	0	0	0	0	0	3	7	10	5	2	12	6	8	9	12	3	5	2	9	5	2	100
5/30/2016	0	0	0	2	0	0	0	1	4	4	14	8	13	15	13	5	9	23	20	12	3	0	2	3	151
5/31/2016	0	0	0	0	2	0	0	35	92	25	24	27	15	18	14	32	30	58	36	18	9	8	0	0	443
6/1/2016	0	0	0	0	0	0	0	0	67	12	8	9	17	14	18	64	28	22	22	4	10	7	2	0	304
6/2/2016	2	0	1	2	0	0	0	24	70	7	13	61	22	33	23	28	14	24	11	16	13	3	4	4	375
6/3/2016	0	0	0	0	0	0	0	19	57	23	32	49	43	28	15	28	12	31	12	13	8	4	3	8	385
6/4/2016	3	0	0	0	0	0	0	1	3	6	13	8	14	17	9	12	13	15	8	14	10	9	2	3	160
6/5/2016	0	1	1	0	0	0	0	0	7	5	10	7	9	21	13	8	9	16	10	9	5	5	0	0	136



Volume By Time Report

For Town of Argyle on 6/15/2016 at 8:00 AM

Generated by Officer Steven Wallace
 Location: Myrtle, Myrtle, S
 Time View: By Date (Total Volumes)

Time of Day: 0:00 to 23:59
 Dates: 5/16/2016 to 6/16/2016 (Su, M, T, W, Th, F, Sa)
 Speed Bin Range: 1 to 100

Date	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total Vehicles
6/6/2016	2	0	0	1	1	0	0	0	10	17	22	21	13	20	11	20	22	25	15	11	11	2	3	0	227
6/7/2016	3	1	0	0	2	0	0	17	29	17	14	19	19	14	22	20	13	30	16	14	8	0	7	0	265
6/8/2016	1	0	0	0	2	0	0	4	10	11	32	28	28	15	15	16	20	31	43	12	22	11	12	1	314
6/9/2016	2	0	0	0	1	0	0	13	34	24	29	27	18	26	31	10	17	25	25	11	23	9	5	4	334
6/10/2016	2	0	0	2	0	0	0	5	20	9	10	19	9	30	18	14	58	14	12	9	17	3	3	3	257
6/11/2016	0	1	0	0	2	0	0	4	4	1	23	15	6	11	18	16	20	8	11	18	11	16	2	6	193
6/12/2016	2	0	0	0	3	0	0	2	4	9	12	16	6	18	15	16	9	7	13	6	2	3	6	0	149
6/13/2016	0	0	0	0	0	0	0	27	33	19	15	29	25	30	9	32	25	17	21	3	17	14	3	4	323
6/14/2016	2	0	0	0	2	0	0	6	34	31	16	27	33	11	17	27	13	47	29	19	10	12	8	1	345
Total # Vehicles	22	6	2	9	19	0	4	218	658	254	350	465	370	397	332	517	444	604	394	260	225	156	86	50	5,842

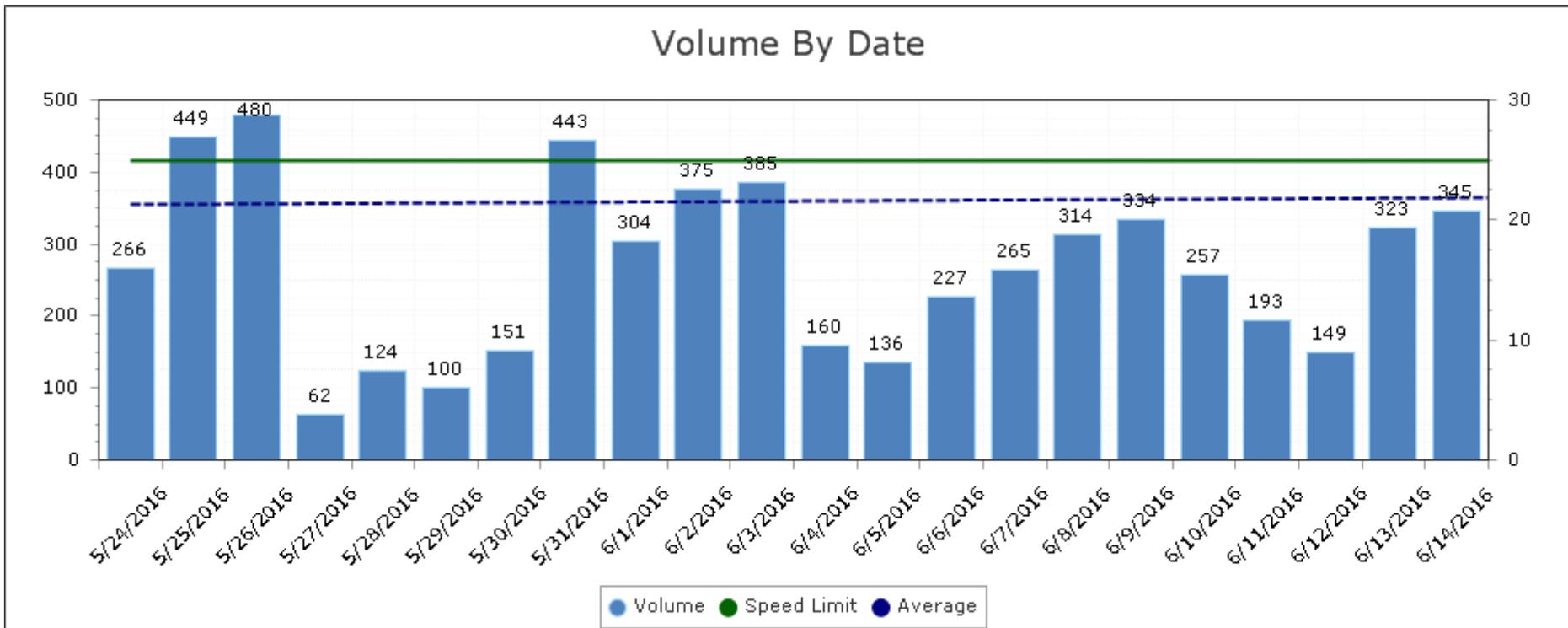


Volume By Time Report

For Town of Argyle on 6/15/2016 at 8:00 AM

Generated by Officer Steven Wallace
 Location: Myrtle, Myrtle, S
 Time View: By Date (Total Volumes)

Time of Day: 0:00 to 23:59
 Dates: 5/16/2016 to 6/16/2016 (Su, M, T, W, Th, F, Sa)
 Speed Bin Range: 1 to 100





Volume By Time Report

For Town of Argyle on 6/15/2016 at 8:09 AM

Generated by Officer Steven Wallace

Time of Day: 0:00 to 23:59

Location: Boonesville Bend, 400 Bonnesville Bend, E

Dates: 4/25/2016 to 5/26/2016 (Su, M, T, W, Th, F, Sa)

Time View: By Date (Total Volumes)

Speed Bin Range: 1 to 100

Notes:

Date	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total Vehicles
4/25/2016	0	0	0	2	1	0	8	33	45	13	8	15	22	18	26	56	37	21	10	17	7	2	0	0	341
4/26/2016	0	0	0	1	0	1	5	47	34	14	9	14	7	28	19	66	36	15	19	2	2	22	6	0	347
4/27/2016	0	0	0	0	0	1	11	47	47	12	22	10	17	17	22	86	34	20	29	13	10	3	4	0	405
4/28/2016	0	0	0	0	1	1	7	48	37	20	12	14	17	21	24	60	35	25	39	16	10	5	0	0	392
4/29/2016	0	0	0	1	4	0	6	34	36	10	13	15	8	25	21	58	27	14	11	7	12	5	8	4	319
4/30/2016	2	1	0	0	1	0	2	9	7	10	18	19	6	11	13	10	18	9	7	9	2	7	0	6	167
5/1/2016	3	0	0	0	1	0	0	2	7	8	7	12	16	23	7	14	8	17	11	19	3	1	1	0	160
5/2/2016	0	0	0	2	6	2	20	32	34	9	11	9	10	26	17	68	34	29	6	19	6	1	2	0	343
5/3/2016	0	0	0	1	0	3	6	31	57	17	14	9	14	22	22	66	32	33	19	11	11	3	0	0	371
5/4/2016	0	0	0	0	2	1	6	47	38	10	13	11	13	24	16	75	38	43	16	9	13	6	0	0	381
5/5/2016	0	0	0	0	1	4	6	29	43	21	11	14	9	29	25	85	33	8	29	9	18	13	2	0	389
5/6/2016	0	0	0	1	1	1	10	42	42	17	24	10	25	37	24	64	42	32	16	6	5	5	4	2	410
5/7/2016	0	0	0	0	1	0	5	8	18	13	12	9	9	5	9	5	9	3	15	7	7	1	2	7	145



Volume By Time Report

For Town of Argyle on 6/15/2016 at 8:09 AM

Generated by Officer Steven Wallace

Time of Day: 0:00 to 23:59

Location: Boonesville Bend, 400 Bonnesville Bend, E

Dates: 4/25/2016 to 5/26/2016 (Su, M, T, W, Th, F, Sa)

Time View: By Date (Total Volumes)

Speed Bin Range: 1 to 100

Date	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total Vehicles
5/8/2016	0	4	0	4	2	1	4	0	0	0	0	0	7	8	2	10	5	10	5	3	8	1	4	0	78
5/9/2016	0	0	0	2	0	1	10	60	47	17	14	13	13	28	20	55	42	30	17	9	3	3	1	0	385
5/10/2016	0	2	0	1	0	2	3	39	39	14	16	22	9	29	19	62	24	27	12	11	7	3	0	0	341
5/11/2016	0	0	0	2	0	6	18	40	30	17	21	13	13	26	31	66	33	29	17	14	9	5	15	0	405
5/12/2016	0	0	0	0	1	2	7	39	28	19	16	12	10	26	29	68	48	30	20	8	23	11	0	0	397
5/13/2016	0	0	0	0	1	2	10	35	43	14	17	12	23	15	35	60	35	11	14	12	7	14	12	8	380
5/14/2016	1	1	0	2	1	1	1	9	6	11	11	32	18	18	29	19	20	9	10	6	7	6	4	8	230
5/15/2016	1	0	0	0	1	0	0	3	7	5	8	5	11	12	11	5	15	14	16	16	4	6	0	0	140
5/16/2016	1	0	0	0	2	1	6	40	35	15	11	14	9	21	25	75	30	23	6	18	6	3	0	1	342
5/17/2016	0	0	0	2	1	1	6	35	43	20	16	12	17	20	35	65	32	34	21	26	14	4	0	1	405
5/18/2016	0	0	0	0	2	6	6	36	40	19	11	22	18	37	16	66	28	21	8	6	9	0	0	0	351
5/19/2016	0	0	0	0	1	1	4	41	35	19	16	23	6	19	28	73	41	31	16	23	31	10	1	1	420
5/20/2016	0	0	0	1	1	0	5	37	32	16	21	16	13	38	25	77	32	13	14	11	9	3	5	6	375
5/21/2016	2	2	0	0	2	0	2	3	8	10	13	11	9	10	8	12	21	14	15	22	6	6	3	3	182
5/22/2016	0	4	0	0	1	0	2	2	4	4	1	13	11	15	7	19	15	18	14	4	5	9	0	4	152



Volume By Time Report

For Town of Argyle on 6/15/2016 at 8:09 AM

Generated by Officer Steven Wallace

Time of Day: 0:00 to 23:59

Location: Boonesville Bend, 400 Bonnesville Bend, E

Dates: 4/25/2016 to 5/26/2016 (Su, M, T, W, Th, F, Sa)

Time View: By Date (Total Volumes)

Speed Bin Range: 1 to 100

Date	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total Vehicles
5/23/2016	0	0	0	2	0	2	7	44	50	12	13	22	13	10	21	59	33	26	14	10	22	5	3	0	368
5/24/2016	0	0	0	0	1	1	10	31	36	22	3	0	0	0	0	0	0	0	0	0	0	0	0	0	104
Total # Vehicles	10	14	0	24	36	41	193	903	928	408	382	403	373	618	586	1,504	837	609	446	343	276	163	77	51	9,225



Volume By Time Report

For Town of Argyle on 6/15/2016 at 8:09 AM

Generated by Officer Steven Wallace

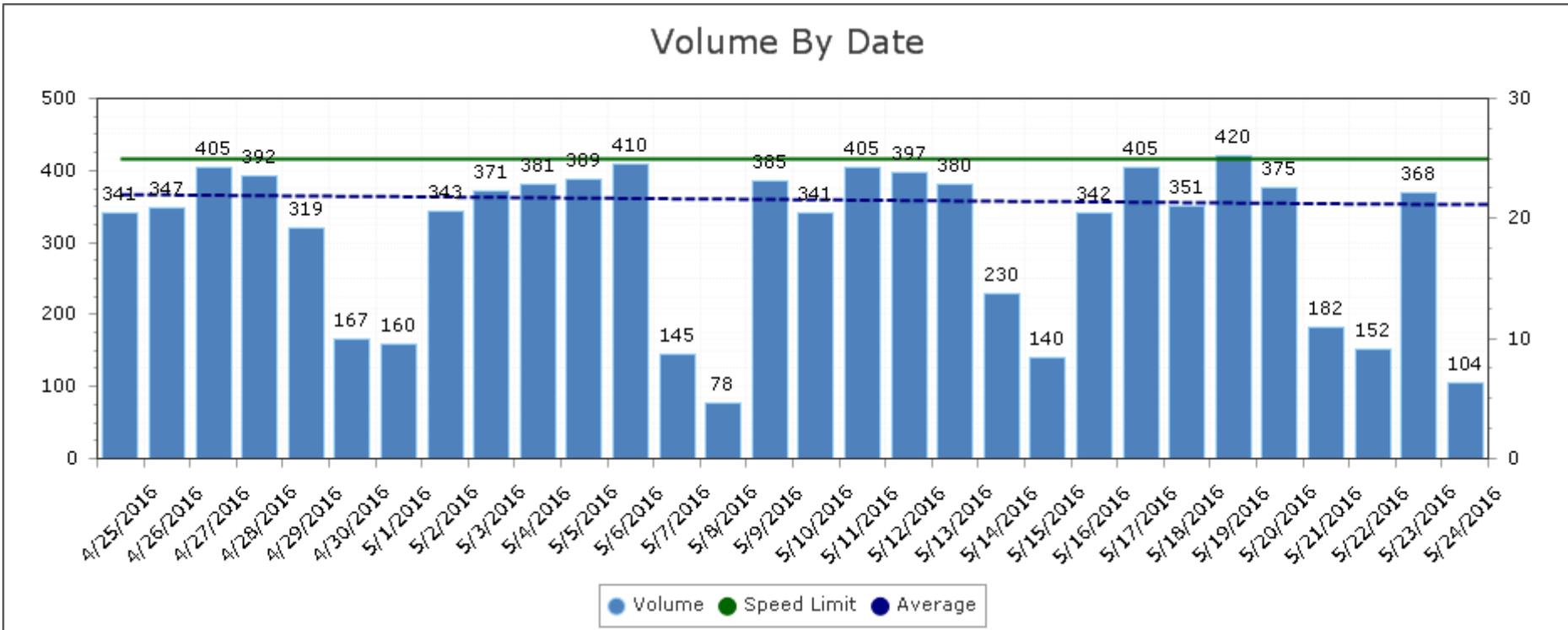
Time of Day: 0:00 to 23:59

Location: Boonesville Bend, 400 Bonnesville Bend, E

Dates: 4/25/2016 to 5/26/2016 (Su, M, T, W, Th, F, Sa)

Time View: By Date (Total Volumes)

Speed Bin Range: 1 to 100





Volume By Speed Report

For Town of Argyle on 3/29/2016 at 4:04 PM

Generated by Chief William Tackett

Time of Day: 0:00 to 23:59

Location: Boonesville Bend, 400 Bonnesville Bend, E

Dates: 2/28/2016 to 3/30/2016 (Su, M, T, W, Th, F, Sa)

Time View: By Hour (Averaged Volumes)

Speed Bins: Size 5, Range 1 to 100

Notes:

Hour	Speed Limit	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	Mean Speed	Avg # Vehicles	
0:00	25, 30	0	0	0	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.6	3
1:00	25	0	0	0	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.3	2
2:00	25	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.0	1
3:00	25	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.7	1
4:00	25, 30	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.9	1
5:00	25, 30	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20.0	2
6:00	25, 30	0	0	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20.5	6
7:00	25, 30	0	0	1	8	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.1	18
8:00	25, 30	0	0	1	8	10	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.4	21
9:00	25, 30	0	0	1	4	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.5	12
10:00	25, 30	0	0	1	5	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.0	12
11:00	25, 30	0	0	1	5	5	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.5	14
12:00	25, 30	0	0	1	5	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.4	12
13:00	25, 30	0	0	1	5	7	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.8	16
14:00	25, 30	0	0	0	5	7	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.3	15



Volume By Speed Report

For Town of Argyle on 3/29/2016 at 4:04 PM

Generated by Chief William Tackett

Time of Day: 0:00 to 23:59

Location: Boonesville Bend, 400 Bonnesville Bend, E

Dates: 2/28/2016 to 3/30/2016 (Su, M, T, W, Th, F, Sa)

Time View: By Hour (Averaged Volumes)

Speed Bins: Size 5, Range 1 to 100

Hour	Speed Limit	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	Mean Speed	Avg # Vehicles	
15:00	25, 30	0	0	0	8	12	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.1	25
16:00	25, 30	0	0	0	6	10	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.3	19
17:00	25, 30	0	0	1	6	8	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.5	18
18:00	25, 30	0	0	1	4	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.3	12
19:00	25, 30	0	0	1	3	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.6	9
20:00	25, 30	0	0	0	2	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.5	6
21:00	25, 30	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.6	4
22:00	25, 30	0	0	0	1	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23.6	5
23:00	25, 30	0	0	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22.7	4
Avg # Vehicles per Hour		0	0	0	3	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.9	10



Volume By Speed Report

For Town of Argyle on 3/29/2016 at 4:04 PM

Generated by Chief William Tackett

Location: Boonesville Bend, 400 Bonnesville Bend, E

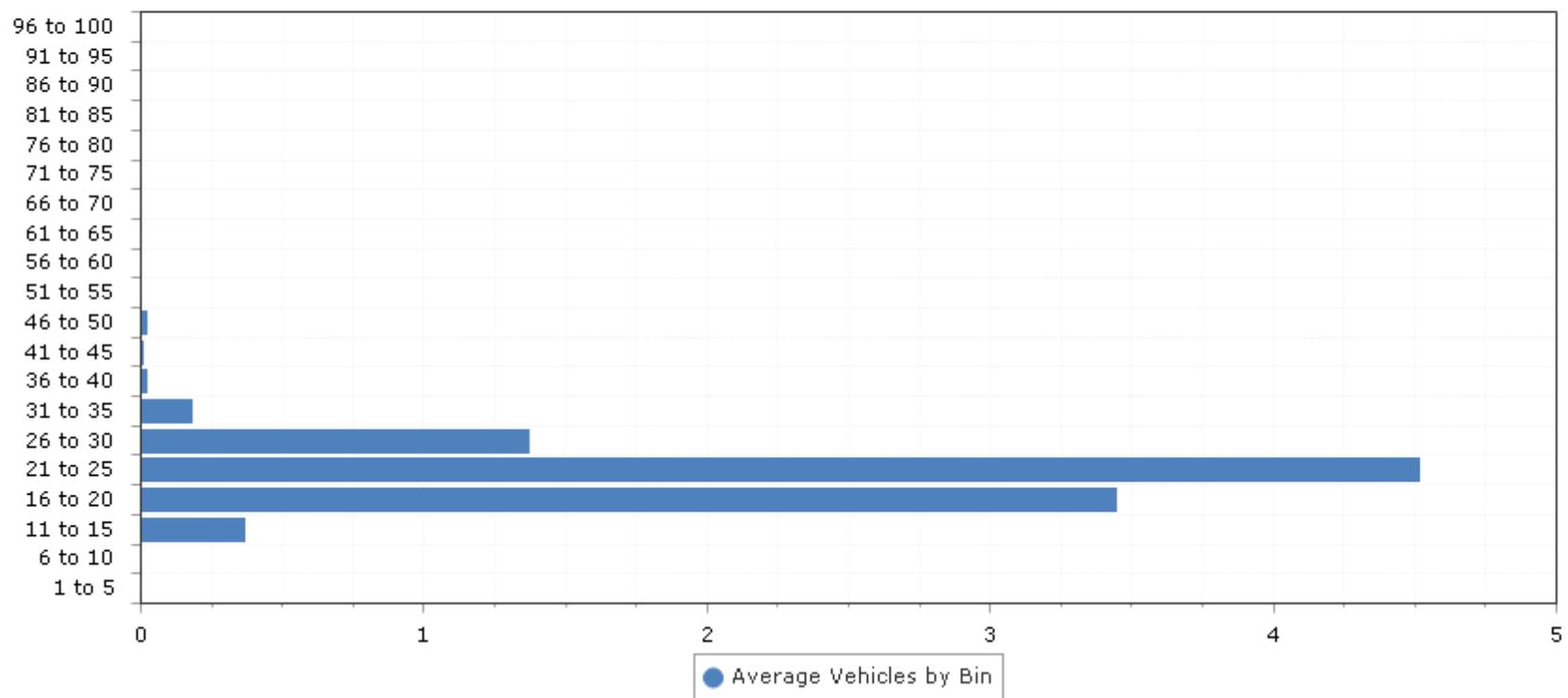
Time View: By Hour (Averaged Volumes)

Time of Day: 0:00 to 23:59

Dates: 2/28/2016 to 3/30/2016 (Su, M, T, W, Th, F, Sa)

Speed Bins: Size 5, Range 1 to 100

Average Vehicles per Hour by Speed Bin





Volume By Speed Report

For Town of Argyle on 3/29/2016 at 4:04 PM

Generated by Chief William Tackett

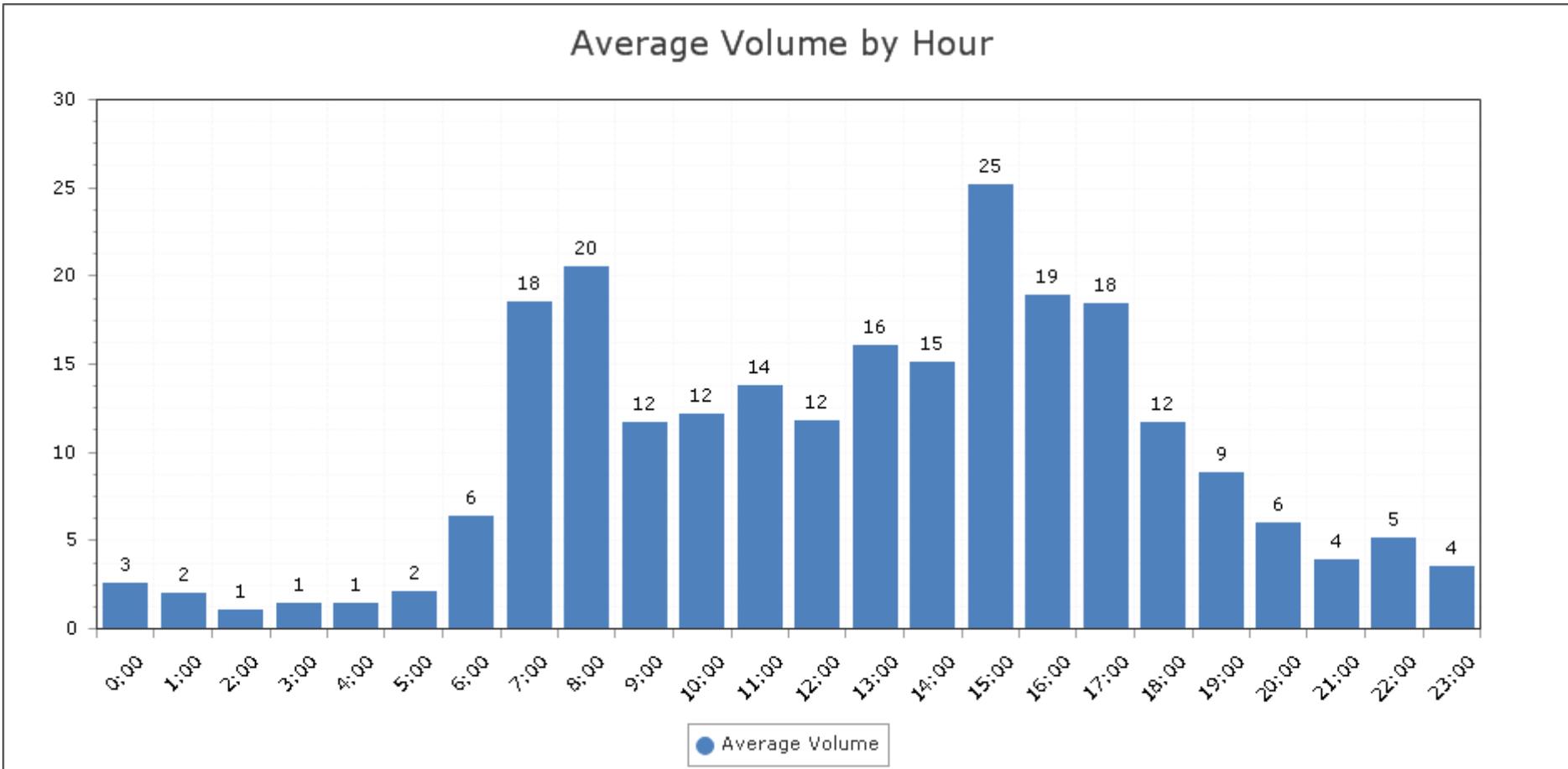
Location: Boonesville Bend, 400 Bonnesville Bend, E

Time View: By Hour (Averaged Volumes)

Time of Day: 0:00 to 23:59

Dates: 2/28/2016 to 3/30/2016 (Su, M, T, W, Th, F, Sa)

Speed Bins: Size 5, Range 1 to 100





Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:57 AM

Generated by Officer Steven Wallace
 Location: Ellison Trace, 300 Ellison Trace, W

Time of Day: 0:00 to 23:59
 Dates: 9/18/2015 to 9/24/2015 (Su, M, T, W, Th, F, Sa)

Notes:

Hours	Mode	Speed Limit	Total # Vehicles	Total # Violations	% Violations	Average # Vehicles per day	Average # of Violations per day	Minimum Speed Recorded	Maximum Speed Recorded	Average Speed	50% Speed	85% Speed	Sign Effectiveness
7:00	Display Off, Speed Display	25	5	2	40.0 %	2.6	1.2	21	30	24	23.0	25.0	39.8 %
8:00	Speed Display	25	14	2	14.3 %	14.0	2.0	8	28	19	17.5	21.3	21.0 %
9:00	Speed Display	25	12	3	25.0 %	12.0	3.0	9	28	21	21.5	24.3	8.0 %
10:00	Speed Display	25	4	1	25.0 %	4.0	1.0	14	27	20	19.3	23.8	49.0 %
11:00	Speed Display	25	17	2	11.8 %	17.0	2.0	10	31	18	16.5	22.7	41.0 %
12:00	Speed Display	25	10	1	10.0 %	10.0	1.0	13	26	19	18.6	21.4	50.0 %
13:00	Speed Display	25	14	5	35.7 %	14.0	5.0	6	34	21	18.1	25.9	35.0 %
14:00	Speed Display	25	18	3	16.7 %	18.0	3.0	11	27	22	20.8	22.7	27.0 %
15:00	Speed Display	25	8	1	12.5 %	8.0	1.0	5	27	13	10.4	20.9	25.0 %
16:00	Speed Display	25	2	0	0.0 %	2.0	0.0	15	18	17	15.0	18.0	100.0 %
Total Volumes / Avg Speeds	Display Off, Speed Display	25	104	20	19.2 %	101.6	19.2	5	34	19	18.1	22.6	40.0 %



Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:57 AM

Page 2 of 4

Generated by Officer Steven Wallace
 Location: Ellison Trace, 300 Ellison Trace, W

Time of Day: 0:00 to 23:59
 Dates: 9/18/2015 to 9/24/2015 (Su, M, T, W, Th, F, Sa)

Hours	Mode	Speed Limit	Total # Vehicles	Total # Violations	% Violations	Average # Vehicles per day	Average # of Violations per day	Minimum Speed Recorded	Maximum Speed Recorded	Average Speed	50% Speed	85% Speed	Sign Effectiveness
Total/Avg w/o Feedback			0	0	0.0 %	0.0	0.0	0	0	0	0.0	0.0	0.0 %
Total/Avg w/Feedback			99	18	18.2 %	99.0	18.0	5	34	19	17.5	22.3	40.0 %

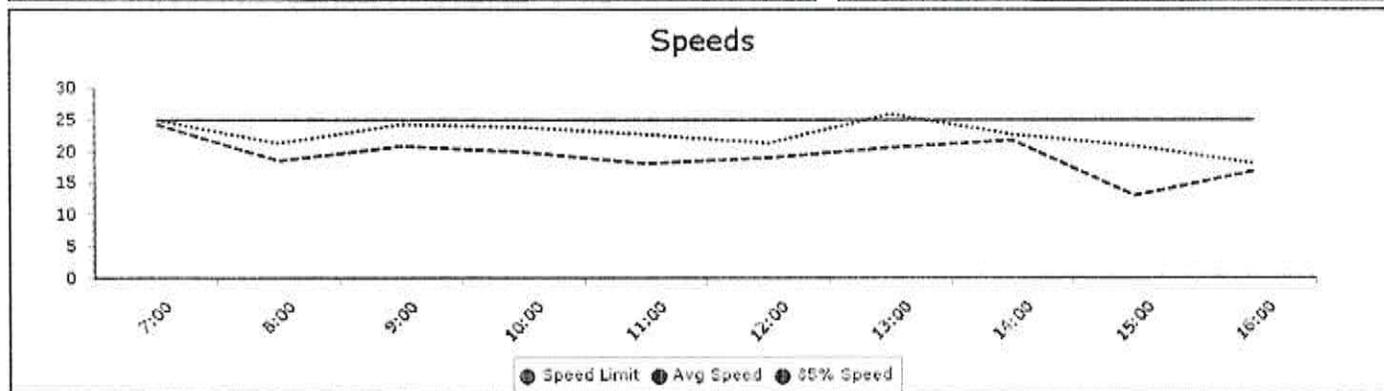
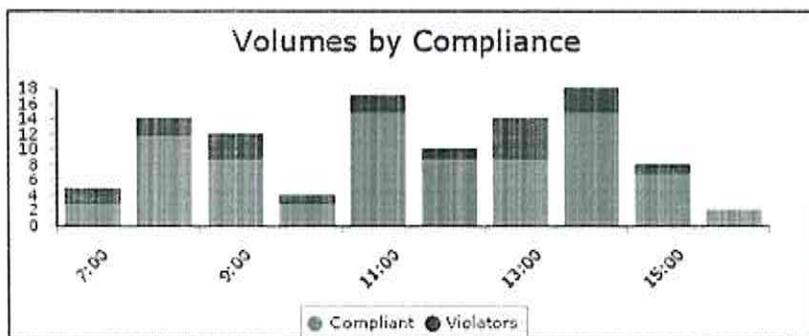


Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:57 AM

Generated by Officer Steven Wallace
 Location: Ellison Trace, 300 Ellison Trace, W

Time of Day: 0:00 to 23:59
 Dates: 9/18/2015 to 9/24/2015 (Su, M, T, W, Th, F, Sa)





Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:57 AM

Page 4 of 4

Generated by Officer Steven Wallace

Time of Day: 0:00 to 23:59

Location: Ellison Trace, 300 Ellison Trace, W

Dates: 9/18/2015 to 9/24/2015 (Su, M, T, W, Th, F, Sa)

Overall Summary

Total Days of Data	1
Speed Limit	25
Average Speed	19.29
50th Percentile Speed	18.07
85th Percentile Speed	22.6
Pace speed range	18 to 27
Maximum Speed	34
Minimum Speed	5
Display Status?	Displaying Speed Feedback
Average Volume per Day	101.6
Total Volume	104

4 of 4



Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:54 AM

Generated by Officer Steven Wallace
 Location: Boonesville Bend, 400 Bonnesville Bend, E

Time of Day: 0:00 to 23:59
 Dates: 9/19/2015 to 9/25/2015 (Su, M, T, W, Th, F, Sa)

Notes:

Hours	Mode	Speed Limit	Total # Vehicles	Total # Violations	% Violations	Average # Vehicles per day	Average # of Violations per day	Minimum Speed Recorded	Maximum Speed Recorded	Average Speed	50% Speed	85% Speed	Sign Effectiveness
7:00	Display Off	25	19	2	10.5 %	19.0	2.0	6	31	22	20.3	24.8	31.0 %
8:00	Speed Display	25	60	12	20.0 %	60.0	12.0	6	30	21	20.9	25.4	33.0 %
9:00	Speed Display	25	26	0	0.0 %	26.0	0.0	6	24	17	17.7	20.7	42.0 %
10:00	Speed Display	25	12	1	8.3 %	12.0	1.0	9	29	20	20.0	21.8	25.0 %
11:00	Speed Display	25	13	3	23.1 %	13.0	3.0	8	35	20	18.1	24.5	38.0 %
12:00	Speed Display	25	40	12	30.0 %	40.0	12.0	8	30	20	20.6	25.7	32.0 %
13:00	Speed Display	25	33	12	36.4 %	33.0	12.0	6	39	23	24.1	27.0	48.0 %
14:00	Speed Display	25	30	10	33.3 %	30.0	10.0	12	34	23	23.3	26.1	30.0 %
15:00	Speed Display	25	92	19	20.7 %	92.0	19.0	6	32	22	22.5	27.2	53.0 %
16:00	Speed Display	25	49	13	26.5 %	49.0	13.0	6	32	23	23.0	27.4	49.0 %
17:00	Speed Display	25	23	3	13.0 %	23.0	3.0	5	29	20	20.3	24.7	35.0 %
18:00	Speed Display	25	21	7	33.3 %	21.0	7.0	17	32	24	23.2	26.2	57.0 %
19:00	Speed Display	25	21	4	19.0 %	21.0	4.0	6	28	20	19.8	23.9	28.0 %



Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:54 AM

Page 2 of 4

Generated by Officer Steven Wallace

Time of Day: 0:00 to 23:59

Location: Boonesville Bend, 400 Bonnesville Bend, E

Dates: 9/19/2015 to 9/25/2015 (Su, M, T, W, Th, F, Sa)

Hours	Mode	Speed Limit	Total # Vehicles	Total # Violations	% Violations	Average # Vehicles per day	Average # of Violations per day	Minimum Speed Recorded	Maximum Speed Recorded	Average Speed	50% Speed	85% Speed	Sign Effectiveness
Total Volumes / Avg Speeds	Display Off, Speed Display	25	439	98	22.3 %	439.0	98.0	5	39	21	21.1	25.0	39.0 %
Total/Avg w/o Feedback			19	2	10.5 %	19.0	2.0	6	31	22	20.3	24.8	31.0 %
Total/Avg w/Feedback			420	96	22.9 %	420.0	96.0	5	39	21	21.1	25.0	39.0 %



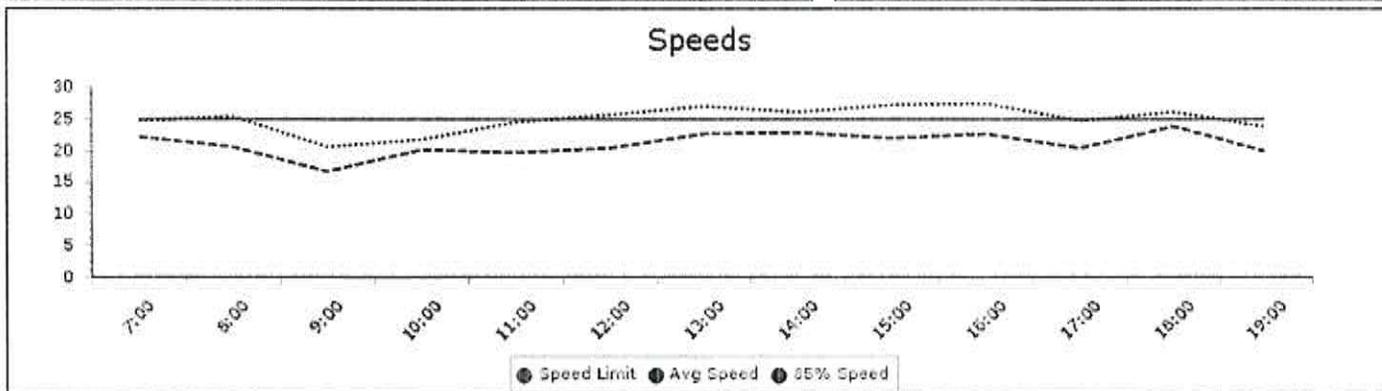
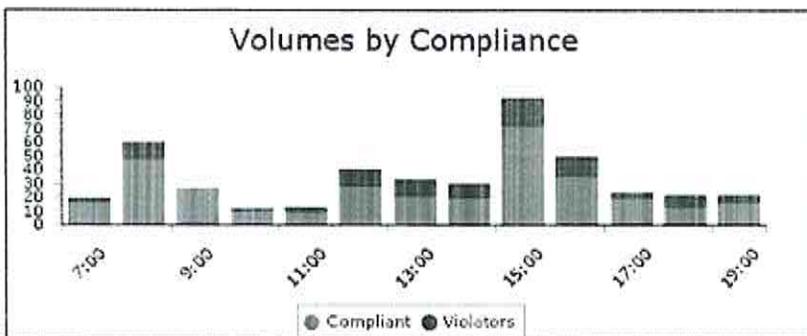
Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:54 AM

Page 3 of 4

Generated by Officer Steven Wallace
 Location: Boonesville Bend, 400 Bonnesville Bend, E

Time of Day: 0:00 to 23:59
 Dates: 9/19/2015 to 9/25/2015 (Su, M, T, W, Th, F, Sa)



3 of 4



Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:54 AM

Page 4 of 4

Generated by Officer Steven Wallace
Location: Boonesville Bend, 400 Bonnesville Bend, E

Time of Day: 0:00 to 23:59
Dates: 9/19/2015 to 9/25/2015 (Su, M, T, W, Th, F, Sa)

Overall Summary

Total Days of Data	1
Speed Limit	25
Average Speed	21.05
50th Percentile Speed	21.07
85th Percentile Speed	25.02
Pace speed range	21 to 30
Maximum Speed	39
Minimum Speed	5
Display Status?	Displaying Speed Feedback
Average Volume per Day	439
Total Volume	439

4 of 4



Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:53 AM

Generated by Officer Steven Wallace
 Location: Myrtle, Myrtle, N

Time of Day: 0:00 to 23:59
 Dates: 9/2/2014 to 9/8/2014 (Su, M, T, W, Th, F, Sa)

Notes:

Hours	Mode	Speed Limit	Total # Vehicles	Total # Violations	% Violations	Average # Vehicles per day	Average # of Violations per day	Minimum Speed Recorded	Maximum Speed Recorded	Average Speed	50% Speed	85% Speed	Sign Effectiveness
7:00	Speed Display	30	53	2	3.8 %	26.5	1.0	7	35	21	20.9	25.5	58.0 %
8:00	Speed Display	30	142	11	7.7 %	71.0	5.5	12	34	23	23.8	27.6	65.5 %
9:00	Speed Display	30	64	5	7.8 %	32.0	2.5	6	35	24	24.1	27.1	63.4 %
10:00	Speed Display	30	28	3	10.7 %	14.0	1.5	19	33	25	24.0	28.4	78.4 %
11:00	Speed Display	30	37	7	18.9 %	18.5	3.5	11	35	23	21.6	25.7	62.0 %
12:00	Speed Display	30	14	2	14.3 %	7.0	1.0	20	33	27	25.7	27.9	71.4 %
13:00	Speed Display	30	19	1	5.3 %	19.0	1.0	10	36	21	18.9	27.2	68.0 %
Total Volumes / Avg Speeds	Speed Display	30	357	31	8.7 %	188.0	16.0	6	36	23	22.7	27.1	67.0 %
Total/Avg w/o Feedback			0	0	0.0 %	0.0	0.0	0	0	0	0.0	0.0	0.0 %
Total/Avg w/Feedback			357	31	8.7 %	188.0	16.0	6	36	23	22.7	27.1	67.0 %

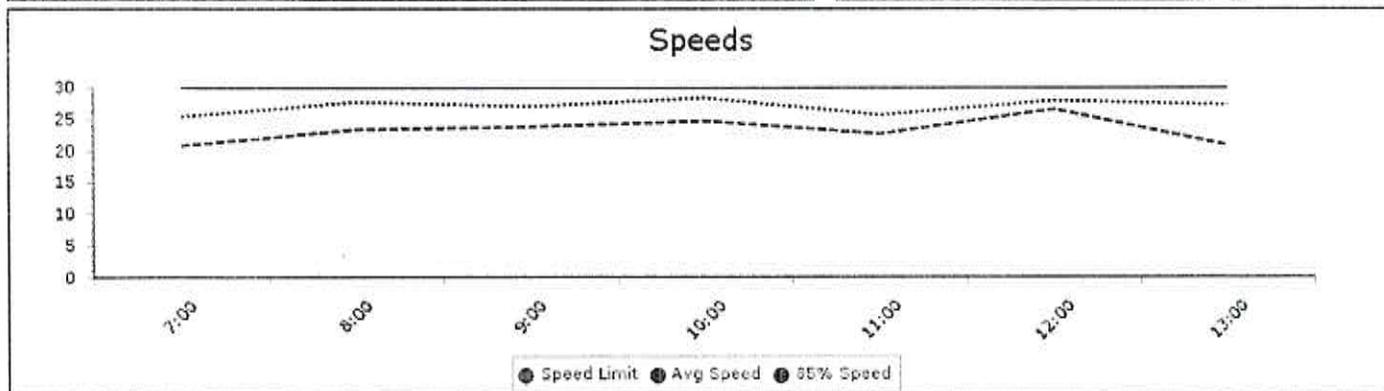
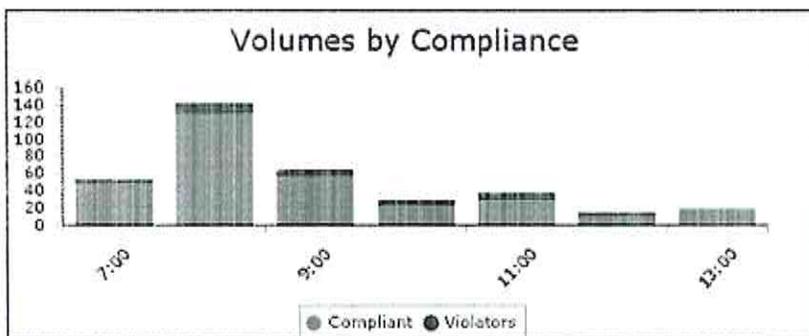


Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:53 AM

Generated by Officer Steven Wallace
 Location: Myrtle, Myrtle, N

Time of Day: 0:00 to 23:59
 Dates: 9/2/2014 to 9/8/2014 (Su, M, T, W, Th, F, Sa)





Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:53 AM

Page 3 of 3

Generated by Officer Steven Wallace

Location: Myrtle, Myrtle, N

Time of Day: 0:00 to 23:59

Dates: 9/2/2014 to 9/8/2014 (Su, M, T, W, Th, F, Sa)

Overall Summary

Total Days of Data	2
Speed Limit	30
Average Speed	23.31
50th Percentile Speed	22.73
85th Percentile Speed	27.06
Pace speed range	23 to 32
Maximum Speed	36
Minimum Speed	6
Display Status?	Displaying Speed Feedback
Average Volume per Day	188
Total Volume	357

3 of 3



Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:52 AM

Generated by Officer Steven Wallace
 Location: Myrtle, Myrtle, S

Time of Day: 0:00 to 23:59
 Dates: 9/2/2014 to 9/8/2014 (Su, M, T, W, Th, F, Sa)

Notes:

Hours	Mode	Speed Limit	Total # Vehicles	Total # Violations	% Violations	Average # Vehicles per day	Average # of Violations per day	Minimum Speed Recorded	Maximum Speed Recorded	Average Speed	50% Speed	85% Speed	Sign Effectiveness
12:00	Display Off, Speed Display	30	11	3	27.3 %	5.5	1.5	14	38	26	25.1	30.8	72.9 %
13:00	Speed Display	30	32	4	12.5 %	32.0	4.0	5	35	24	24.7	28.8	68.0 %
14:00	Speed Display	30	32	1	3.1 %	32.0	1.0	9	32	23	22.7	26.9	65.0 %
15:00	Speed Display	30	80	3	3.8 %	80.0	3.0	5	41	21	22.5	28.1	69.0 %
16:00	Speed Display	30	38	6	15.8 %	38.0	6.0	7	37	24	24.4	29.1	44.0 %
17:00	Speed Display	30	24	3	12.5 %	24.0	3.0	12	38	24	22.8	26.0	54.0 %
Total Volumes / Avg Speeds	Display Off, Speed Display	30	217	20	9.2 %	211.5	18.5	5	41	24	23.7	28.3	62.0 %
Total/Avg w/o Feedback			0	0	0.0 %	0.0	0.0	0	0	0	0.0	0.0	0.0 %
Total/Avg w/Feedback			206	17	8.3 %	206.0	17.0	5	41	23	23.4	27.8	60.0 %



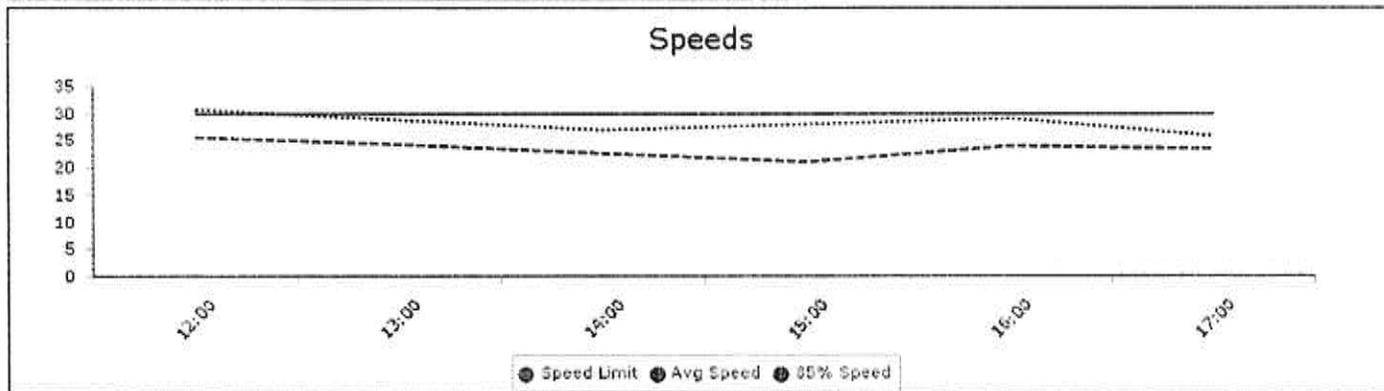
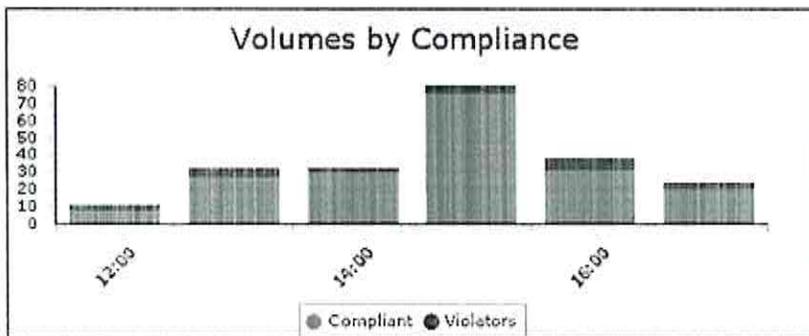
Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:52 AM

Page 2 of 3

Generated by Officer Steven Wallace
 Location: Myrtle, Myrtle, S

Time of Day: 0:00 to 23:59
 Dates: 9/2/2014 to 9/8/2014 (Su, M, T, W, Th, F, Sa)



2 of 3



Speed Summary Report

For Town of Argyle on 3/13/2016 at 7:52 AM

Page 3 of 3

Generated by Officer Steven Wallace
Location: Myrtle, Myrtle, S

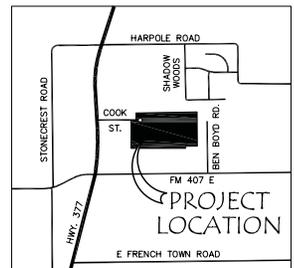
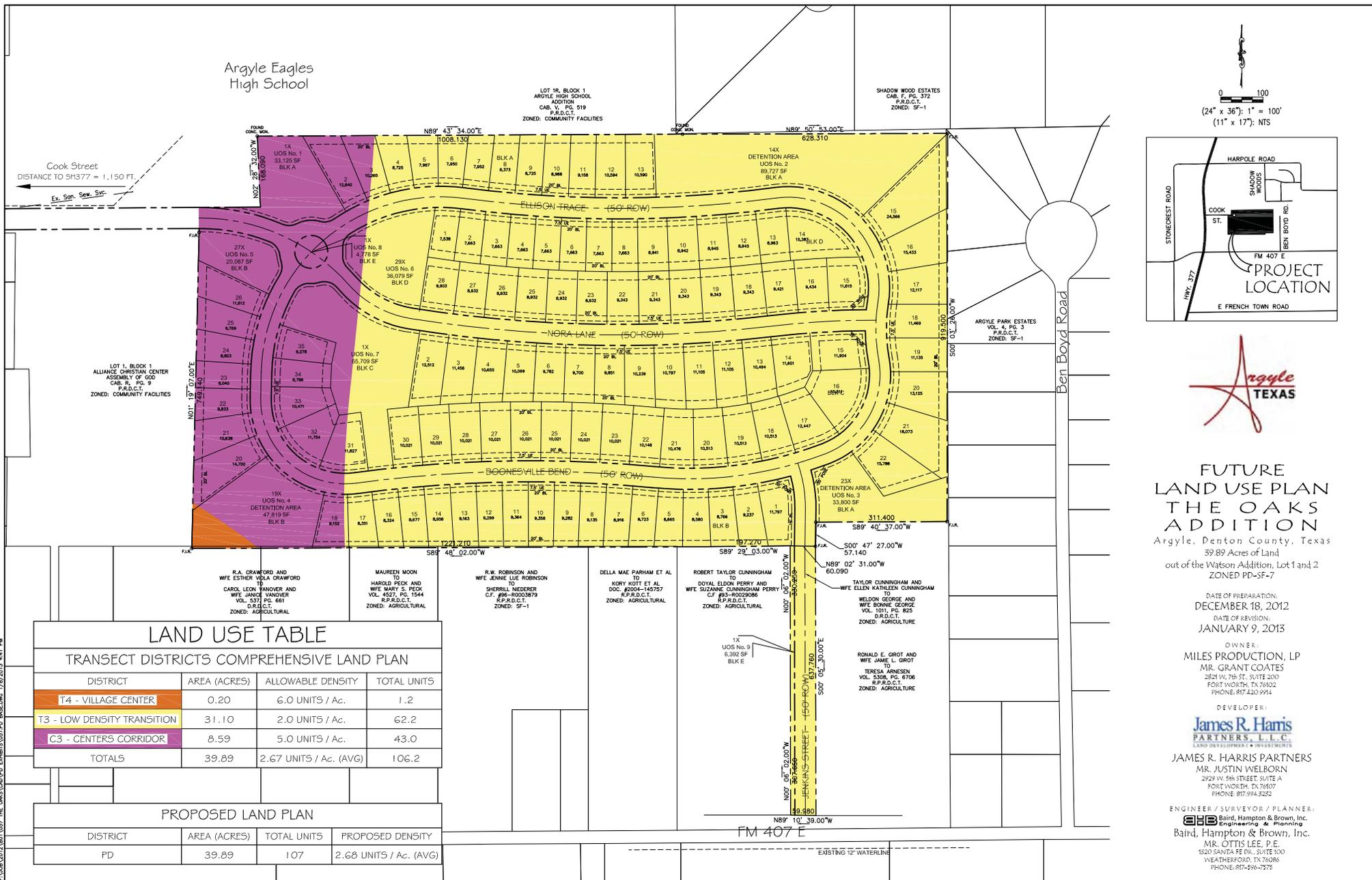
Time of Day: 0:00 to 23:59
Dates: 9/2/2014 to 9/8/2014 (Su, M, T, W, Th, F, Sa)

Overall Summary

Total Days of Data	1
Speed Limit	30
Average Speed	23.63
50th Percentile Speed	23.71
85th Percentile Speed	28.28
Pace speed range	24 to 33
Maximum Speed	41
Minimum Speed	5
Display Status?	Displaying Speed Feedback
Average Volume per Day	211.55
Total Volume	217

3 of 3

From The Oaks PD Ordinance 2013-03



FUTURE LAND USE PLAN THE OAKS ADDITION
 Argyle, Denton County, Texas
 39.89 Acres of Land
 out of the Watson Addition, Lot 1 and 2
 ZONED PD-SF-7

DATE OF PREPARATION: DECEMBER 18, 2012
 DATE OF REVISION: JANUARY 9, 2013

OWNER:
 MILES PRODUCTION, LP
 MR. GRANT COATES
 2821 W. 7th ST., SUITE 200
 FORT WORTH, TX 76102
 PHONE: 817.430.9914

DEVELOPER:
James R. Harris PARTNERS, L.L.C.
 LAND DEVELOPMENT & INVESTMENTS
 JAMES R. HARRIS PARTNERS
 MR. JUSTIN WELBORN
 4929 W. 5th STREET, SUITE A
 FORT WORTH, TX 76107
 PHONE: 817.994.8382

ENGINEER / SURVEYOR / PLANNER:
BHB Baird, Hampton & Brown, Inc.
 Engineering & Planning
 Baird, Hampton & Brown, Inc.
 MR. OTTIS LEE, P.E.
 1520 SANTA FE DR., SUITE 100
 WEATHERFORD, TX 76086
 PHONE: 817.596.7575



Town Council Work Session & Regular Meeting Minutes –May 24, 2016

The Regular Meeting of the Town Council was held on **May 24, 2016** at 6:00 p.m. at the Argyle Town Hall. This was an OPEN MEETING, open to the public, subject to the open meeting laws of the State of Texas and, as required by law, was duly posted, at Argyle Town Hall, giving notice of time, date, place, and agenda thereof.

A. CALL REGULAR SESSION TO ORDER

Mayor Krueger called the work session to order at 6:12 p.m.

Attendee Name	Title	Status	Arrived
Peggy Krueger	Mayor	Present	
Joey Hasty	Mayor Pro Tem	Present	
Kay Teer	Council Member, Place 2	Present	
Eric Lamon	Council Member, Place 3	Present	
Jay Haynes	Council Member, Place 4	Present	
Marla Hawkesworth	Council Member, Place 5	Present	

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. OATH OF OFFICE

1. Issuance of Certificate of Election and Administration of Oath of Office to candidates declared elected.
Oaths of Office were administered to Joey Hasty, Eric Lamon and Marla Hawkesworth.
2. Discuss and consider the appointment of a Mayor Pro Tem.

ACTION: Item D.1.

APPOINTED

Councilmember Hawkesworth moved to appoint Joey Hasty as Mayor Pro Tem. Councilmember Teer seconded the motion. For: Unanimous. The motion passed 5 to 0. (*Resolution No. 2016-08*)

E. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

1. Council Recognition of Students and Citizens
The Argyle ISD State Champion Boy’s Golf team was recognized by the Council.
2. Town Council and Staff Presentations / Reports
 - a. Development Project Updates
 - b. STARS Report

F. CONSENT AGENDA

1. Consider approval of the April 26, 2016 Town Council minutes.
2. Consider approval of an ordinance establishing the Argyle Municipal Court of Record No. 1 effective July 1, 2016. (*Ordinance No. 2016-10*)
3. Consider approval of a professional contract with Bureau Veritas North America, INC. for Health Services for Town of Argyle plan review and health related inspections. (*CLA No. 20160501*)
4. Consider approval of an ordinance amending Ordinance No. 2015-19, thereby amending the FY15-16 Annual Budget for the following Special Revenue Funds: Argyle Economic Development Corp., Argyle Crime Control Prevention Fund, and Building Maintenance Fund. (*Ordinance 2016-11*)
5. Consider approval of authorizing the execution of a Financial Advisory Agreement by and between the Town of Argyle, Texas and Hilltop Securities (formerly First Southwest) for financial advisory services for the Town of Argyle. (*CLA 20160502*)
6. Consider approval of authorizing the execution of a Bond Counsel Services Agreement by and between the Town of Argyle, Texas and Norton Rose Fulbright US LLP for bond counsel services for the Town of Argyle. (*CLA20160503*)
7. Consider approval of a resolution initiating a rate case against Atmos Energy Corp. as part of the Steering Committee of Cities Served by Atmos Energy Corp. (*Ordinance 2016-12*)
8. Consider entering into an Interlocal Agreement for Shared Governance Communications and Dispatch Services (renewal of existing contract). (*CLA 20160504*)
9. Consider approval of a resolution joining Texas Coalition for Affordable Power (TCAP) and appointing Town Manager Paul Frederiksen as the Town's representative. (*Resolution 2016-09*)

ACTION: Item F.1 through F.9.**APPROVED**

Mayor Pro Tem Hasty moved to approve the consent agenda as presented. Councilmember Hawkesworth seconded the motion. For: Unanimous. The motion passed 5 to 0.

G. NEW BUSINESS

1. Public Hearing: Conduct a public hearing and consider action regarding a zoning change request (Z-16-003) from OR (Office Retail) to VC-MU (Village Center-Mixed Use) for CVS Pharmacy, being approximately 2.22 acres; being described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.

Community Development Director Matt Jones stated the applicant was seeking approval of a zoning change, a specific use permit for alcohol sales and a site plan. Mr. Jones stated that staff would provide a review of all three items upfront. Mr. Jones reviewed the uses permitted by right with the current zoning designation of OR (Office Retail). Mr. Jones stated the property was currently designated as T4-Village Center according to the land use plan and the requested zoning was compatible with the zoning framework of the Form Based Code. Mr. Jones stated the proposed project included 90' setbacks, 67 parking spaces, as well as, landscape and open space buffers. Mr. Jones stated the proposed building materials included Oklahoma stone, cement panels designed to look like cedar and cedar accents. Mr. Jones reviewed the tree survey and stated the applicant was proposing to preserve eight trees and planned to remove 25 protected trees totaling 319 caliper inches. Mr. Jones stated this could be accomplished by planting trees on site, off site or paying \$52,650 into the tree mitigation fund.

Mr. Jones stated that, at the time of site plan approval, the property to the north committed to providing access to commercial properties to the south and east at the time of development. However, the site plan did not dictate the exact location. Mr. Jones stated the applicant and the property owner to the north have not yet come to an agreement on the location of the access. As a result, the applicant was seeking a driveway permit from TxDOT for access to Highway 377 through the TxDOT property at the northeast corner of FM 407 and Highway 377.

The Council asked questions with regard to access to the site.

David Barnett, engineer for the project, stated that the proposal shown to the Planning and Zoning Commission indicated access on the west side of the site to Earl's 377. Mr. Barnett stated that there would be problems moving access to the east of the site due to the location of the storm water detention area. Mr. Barnett stated that two driveway permits had been submitted to TxDOT, one for FM 407 and another for Highway 377.

The Mayor opened the public hearing for Items G.1. and G.2.

Nobody chose to speak in favor of, or in opposition to, the proposed project.

Councilmember Lamon moved to approve the zoning. The motion

Council discussed access to the property through Highway 377.

ACTION: Item G.1.

DENIED

Mayor Pro Tem Hasty moved to the zoning change application. Councilmember Hawkesworth seconded the motion. For: Unanimous. The motion passed 5 to 0.

- 2. Public Hearing: Conduct a public hearing and consider action regarding a Specific Use Permit (SUP-16-003) to allow for alcohol sales; being described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.

ACTION: Item G.2.

DENIED

Mayor Pro Tem Hasty moved to deny the specific use permit for alcohol sales. Councilmember Lamon seconded the motion. For: Unanimous. The motion passed 5 to 0.

- 3. Consider and take action regarding a Site Plan (SP-16-001) for CVS Pharmacy; being an approximately 14,600 SQ FT Pharmacy/Retail Sales; being described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.

ACTION: Item G.3.

NO ACTION

No action was taken on the site plan application.

- 4. Consider and take action of an ordinance amending the Rules of Procedure for all meetings of the Town Council.

Town Secretary Kristi Gilbert stated that the ordinance was brought forth at the request of Council to amend the regulations to remove the requirement that those speaking in favor of a request speak prior to those speaking in opposition of a request during a public hearing. Ms. Gilbert stated that staff made the recommendation to remove the requirement of a record vote for ordinances and resolutions and to reduce the speaking time from five minutes to three minutes to reflect current practice.

The Council held discussions related to the speaking time and the desire to maintain the five minute time limit. Discussions also included the desire to have citizens sign in to speak at public hearings and moving the open forum to the beginning of the agenda.

ACTION: Item G.4.

APPROVED

Councilmember Hawkesworth to amend the rules of procedure to strike the proposed decrease to three minutes and leave it at five minutes; allow people to speak at will, for or against, during the public hearing; require a sign in to speak and allow citizens to speak first. Mayor Pro Tem Hasty seconded the motion. For: Unanimous. The motion passed 5 to 0. (*Ordinance 2016-13*)

H. OLD BUSINESS

None.

I. OPEN FORUM

The opportunity for citizens to address the Town Council on any non-agenda item (limit 5 minutes per person); however, the Texas Open Meetings Act prohibits the Town Council

from discussing issues which the public has not been given seventy-two (72) hour notice. Issues raised may be referred to Town Staff for research and possible future action.

J. EXECUTIVE SESSION

The Council convened into executive session PURSUANT TO TEXAS GOVERNMENT CODE, ANNOTATED, CHAPTER 551SUBCHAPTER D at 7:27 p.m.:

1. Section 551.071- Consultation with the Town Attorney regarding contemplated or pending litigation, to wit:
 - a. Cause No. 15-10761-211: Texas Voices for Reason and Justice, Inc vs. the Town of Argyle, Texas; the Town of Hickory Creek, Texas; the City of Oak Point, Texas and the City of Ponder, Texas.
 - b. Outstanding Code Violations.

2. Section 551.087 – Deliberation regarding economic development negotiations; (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

3. Adjourn into Open Meeting at 7:51 p.m.

4. Take action on Executive Session item(s).
No action was taken.

K. RECEIVE REQUESTS FROM COUNCIL MEMBERS/STAFF for items to be placed on next meeting agenda

Councilmember Haynes requested that staff explore filing a complaint with the Public Utility Commission with regard to Frontier Communications.

Councilmember Hawkesworth requested Council discuss the results of the meeting with residents of The Oaks subdivision.

L. ADJOURN

The meeting was adjourned at 7:51 p.m.

Approved this 28th day of June, 2016.

Peggy Krueger, Mayor

Kristi Gilbert, Town Secretary



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of authorizing the Town Manager to negotiate a contract for branding and wayfinding services.

Background:

Town Staff drafted a Request for Proposals (RFP) that outlined the desired qualifications and components to be included with development of the plan. The Town began advertising for Request for Proposals (RFP) for branding and wayfinding services on April 11, 2016 with a due date of May 30, 2016.

On May 30, 2016 Town Staff received three RFP's from three design consultant firms including MERJE, Focus^{EDG}, and FMG. Staff distributed the RFP's to the Branding and Wayfinding Committee and coordinated with the design firms to arrange the consultant interviews with the Committee to be conducted at Town Hall.

On June 14, 2016, the Branding and Wayfinding Committee comprised of Councilmembers Hawkesworth and Teer, EDC Directors Kalb and Dominguez and staff members Paul Frederiksen, Matt Jones, and Angie Manglaris, conducted interviews with three qualified firms that submitted proposals. The committee met again on June 16, 2016 for discussion and to select the firm most suitable to conduct the branding and wayfinding services for the Town. The committee unanimously selected Focus^{EDG} as the consulting firm to partner with the Town for this project.

Financial Impact:

The Argyle Economic Development Corporation (EDC) dedicated \$25,000 in their FY2016 Annual Budget to fund a Branding and Wayfinding Plan to be completed by a third party consultant.

Staff Recommendation:

Authorize the Town Manager to negotiate a contract for branding and wayfinding services with Focus^{EDG}.

Requested Action:

Motion to authorize the Town Manager to negotiate a contract for branding and wayfinding services with Focus^{EDG}.

Attachments:

Focus^{EDG} Request for Proposal (RFP)

Response to Request for Proposal

Town of Argyle

Branding, Placemaking & Wayfinding Project

focus^{EGD}

In Partnership with BR_DGE Creative Studios & DMDG

table of contents

Response to Request for Proposal
Town of Argyle
Branding, Placemaking & Wayfinding Project

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proposed fees and costs	6
project schedule	7
references	8

Chris Bauer Managing Principal



1909 Woodall Rodgers Fwy. Suite 415 Dallas, TX 75201
t: 214 661 6976 www.focusegd.com

22 May 2016

Mr. Matt Jones
Community Development Department
Town of Argyle Texas
308 Denton Street, PO Box 609
Argyle Texas 76226

Re: Town of Argyle Texas
Response to Request fro Proposal
Branding, Place-Making and Wayfinding Project

EXECUTIVE SUMMARY

Dear Mr. Jones,

We at focusEGD (fEGD) are very excited to be invited to propose on the Town of Argyle Branding/Place-Making/Wayfinding project for Argyle, and want to thank you for this opportunity. It is always an honor to offer our expertise to realize the potential benefits of enhancements and develop the information you need to budget for the implementation of the solutions. Progress is always exciting. Your satisfaction is our goal.

To address the three distinct needs outlined in the RFP, we have teamed with BR_DGE Creative Studio and David McCaskill Design Group (DMDG). BR_DGE brings their branding expertise to the team while DMDG is a landscape architecture firm whose role will be to provide transportation landscape enhancements.

Together, we will employ a process similar to the context sensitive solutions that transportation planners often use as an interdisciplinary technique to design a facility that fits within its setting. This collaborative approach will seek to create a project that preserves and enhances the community, bolsters economic development and creates an awareness of Argyle, while maintaining harmony with the historic, environmental, and natural resources of the Town.

PHASE 1 CONCEPTUAL DESIGN

The first phase, Conceptual Design, we will engage you and your Council in visioning and goal-setting, touring the Town districts, identifying and photo surveying possible locations for a number of element types that may be employed. This is an important step as we want to have a true understanding of what the Town desires to achieve, so that our design efforts stay focused. Data gathering from stakeholders (TXDOT/Denton County/Argyle Public Works) will be necessary to build an understanding of what the future holds for each roadway that may affect the final location of wayfinding element and monuments and landscaping.

BRANDING ALIGNMENT

As part of the initial workshop, BR_DGE will conduct a team research and discovery process to analyze the state of the existing brand. During this process, we will identify any touch-points that need to be nurtured in order to meet the needs of the Town and set forth a successful strategy for brand growth. In order to identify strengths and differentiators, we will perform a brief comparative exercise which will analyze other towns in the region that have been identified as either competitors or aspirational for the Town of Argyle.

When this process has been completed and the appropriate parties have been heard from, BR_DGE will develop a range of solutions for your consideration that increase Argyle brand recognition regionally and nationally. Solutions will be coordinated between the disciplines and presented in unison along with the brand growth strategy.

Town of Argyle
Branding, Place-Making and Wayfinding
Proposal for Design Services
17 May 2016

PLACE MAKING & WAYFINDING

In this workshop, fEGD and DMDG will discuss areas to be developed for place-making and wayfinding, integrating hard elements with landscape for aesthetics, scale, size, plant material and arrangement, logo display and directional sign locations. In addition, fEGD will apply their wayfinding expertise to plan the elements needed for direction to various districts and points of interest. Concept development amongst our team will result in design solutions for consideration that reflect Argyle's brand, identity and culture. We will then present preliminary locations and suggest elements and landscape for the gateways, district identity, street sign toppers, banners and other elements that promote the vision, and how the landscape may enhance the concepts at a second workshop.

PHASE 2 DESIGN DEVELOPMENT AND DOCUMENTATION

For Phase 2, Design Development, we will develop a set of design standards consisting of: element designs, site plans, material and aesthetic selections, with location plans, landscape and hardscape material callouts and quantities, and sign materials and quantities. The goal of this Phase is to establish the make-up of the individual components and to provide Argyle with documentation sufficient to obtain a probable cost of construction so that you and your Council can make informed decisions about how to move forward.

Deliverables will include a brand management playbook, and associated wayfinding / landscape design standards manual.

SCHEDULE AND COSTS

SCHEDULE

To meet the schedule, we plan to engage your team as soon as your Council immediately after Council approval June 27th. We anticipate four (4) workshop presentations between the first of July and the first of October. Our final deliverables will be submitted to Argyle on or before October 18, with our final presentation to the Council October 25th.

COSTS

Because fEGD is proposing to partner with BR_DGE and DMDG, our work efforts may be contracted as a single contract, in which case fEGD will be the Prime with BR_DGE and DMDG being sub-consultants to fEGD. Argyle may also choose to contract separately with fEGD, BR_DGE and DMDG. The BR_DGE and DMDG proposals are attached for your reference. These collective fees and reimbursable costs are covered within the suggested \$25,000. SEe fee breakdown in Tab 6.

Again, we want to thank the Town of Argyle for this unique and important project. We feel we have a team of experts that can lead you through this process and, together, deliver a very successful solution for Argyle. On a special note, two of our team members, Andy Cousins and Jeremy Blad are local to the Argyle area. We look forward to working with you.

ABILITY EXPERIENCE LEADERSHIP

Sincerely,



Chris Bauer

Dallas Design District

Dallas, Texas

Signage Design
Placemaking

Information Graphics
Wayfinding Master Planning

Identity Development

Working with a team of landscape architects and city planners, focusEGD developed an unforgettable new gateway to a part of the city that was previously indistinguishable from the rest. Wayfinding signage adds another pedestrian friendly component to the renovated streetscapes.



Project Symbols

Klyde Warren Park

Dallas, Texas

Signage Design

Signage Implementation

Branding Standards

Donor Recognition

Klyde Warren Park serves as a central gathering space for Dallas and its visitors between the Downtown and Uptown areas of this bustling Dallas community. The 5.2-acre deck park creates an urban gathering place over Woodall Rodgers Freeway between Pearl and St. Paul streets in downtown Dallas. Included in the park are a performance pavilion, restaurant, a dog park, a children's park, water features, and an area for games. Working with The Park Foundation, The Office of James Burnett, Thomas Phifer and Partners, and other contributors, focusEGD assisted with the graphics and signage portions of the project to complete the look and feel of the new urban oasis.

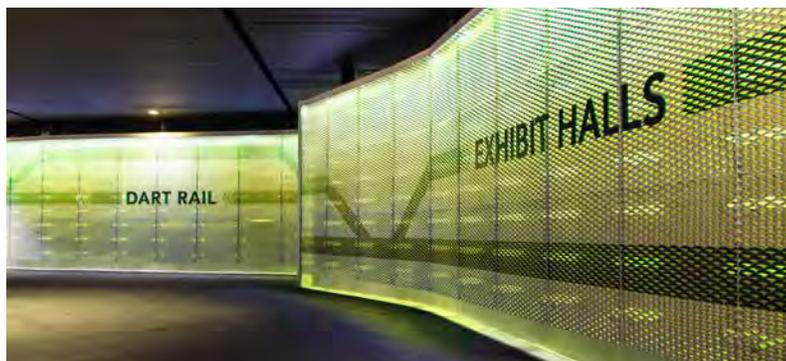
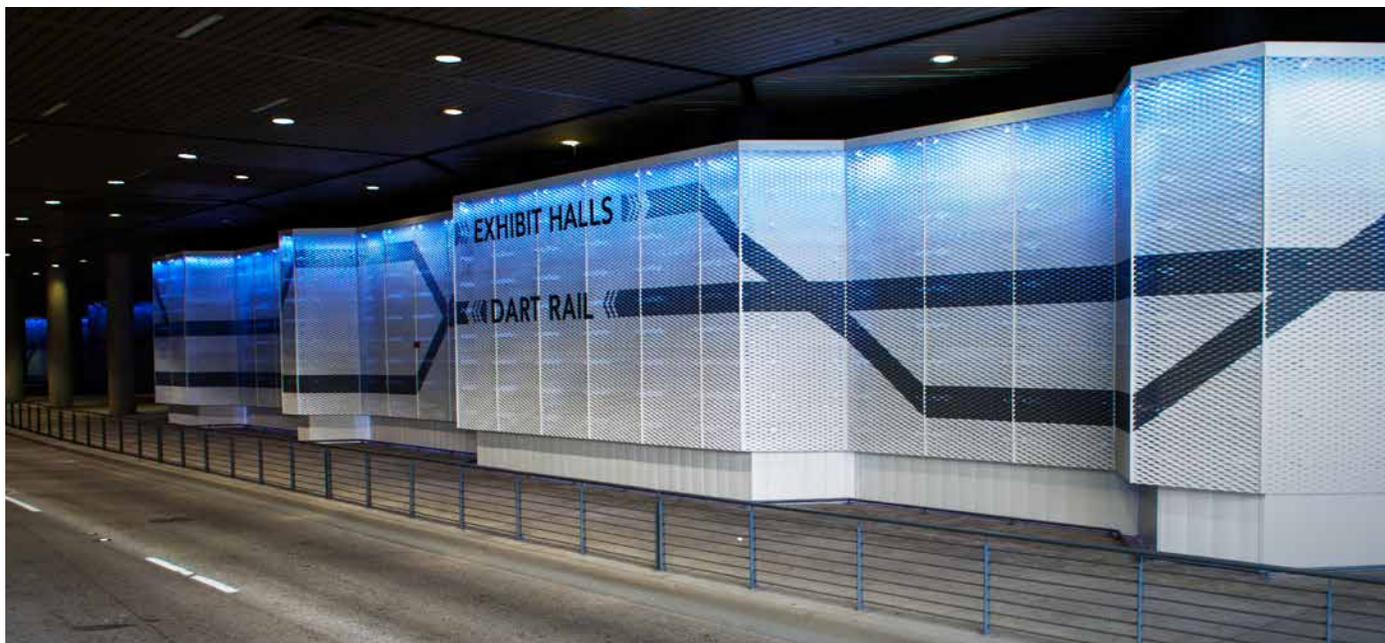


Dallas Convention Center

Dallas, Texas

Wayfinding Planning Signage Design

Wayfinding super graphics assist both pedestrians and vehicular traffic through the newly renovated complex. Highlighting the once hidden pathways under the large complex, new graphic directionals are accented with bold LED Lighting and wavy aluminum elements.



Salt River Fields at Talking Stick

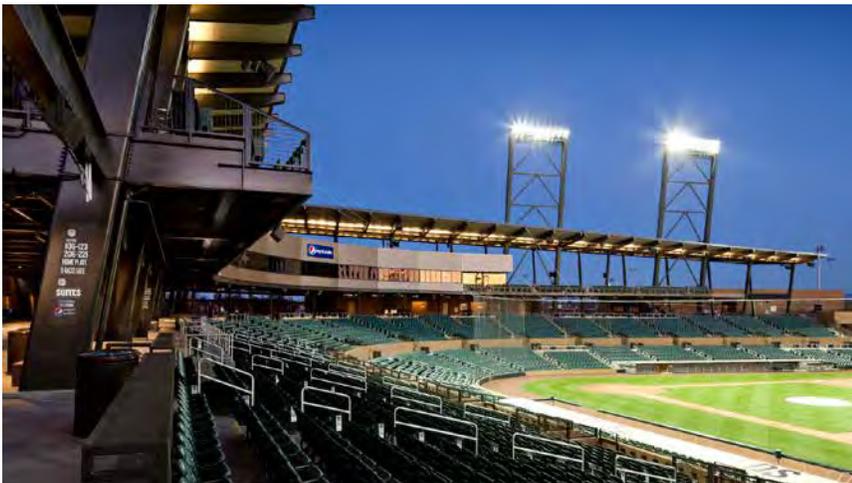
Scottsdale, Arizona

Static & Digital Signage Systems
Sponsorship Standards

Interpretive Graphics
Vendor Standards

Brand Standards
Wayfinding Master Planning

For the first Major League Baseball training facility built on tribal land, focusEGD provided a branded wayfinding system that united the cultures of both the Salt River Pima-Maricopa Indian Community and Major League Baseball. Through a comprehensive study of the cultures and the architecture, fans are met with integrated graphic elements that unite the space and reinforce culture. Additionally, brand and identity guidelines were created that contributed to a rich, and totally engaging fan experience.

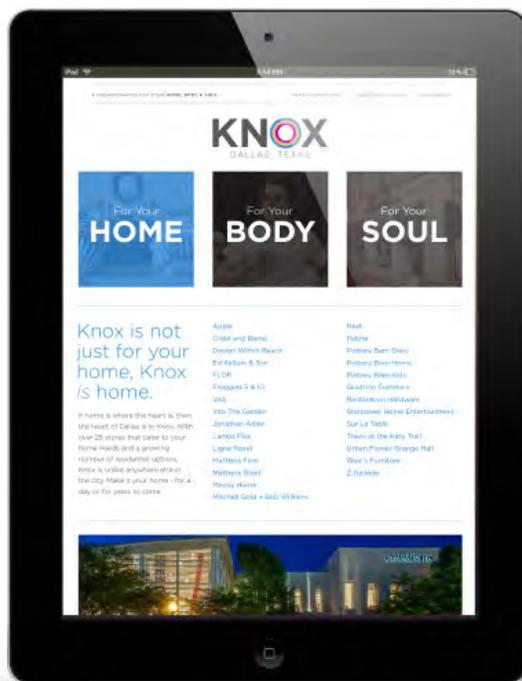


<p>CLIENT Sarofim Realty Advisors</p>	<p>PROJECT Knox Street District Experience Analysis</p>	<p>PROJECT DURATION 2012</p>
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SERVICES

- BRAND + PLACE ANALYSIS
- PLACEMAKING CONCEPTS
- SIGNAGE DESIGN
- WAYFINDING MASTERPLAN
- IDENTITY DEVELOPMENT
- BRAND STRATEGY
- BRAND MESSAGING

WORK COMPLETED AT FOCUSEGD

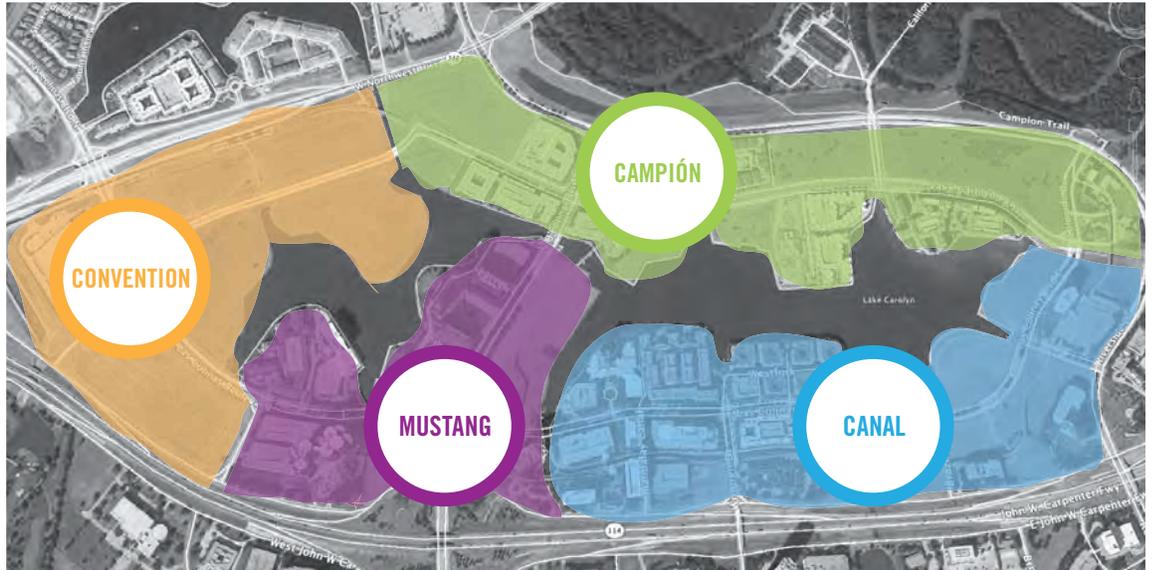


CLIENT Las Colinas Association	PROJECT Urban Center Rebranding	PROJECT DURATION OCT. 2013 - MARCH 2014
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SERVICES

- BRAND + PLACE ANALYSIS
- PLACEMAKING CONCEPTS
- SIGNAGE DESIGN
- WAYFINDING MASTERPLAN
- IDENTITY DEVELOPMENT
- GRAPHIC STANDARDS
- GUIDELINES

WORK COMPLETED AT FOCUSEGD



NEIGHBORHOOD

THE
**URBAN
CENTER**
OF LAS COLINAS

DISTRICTS

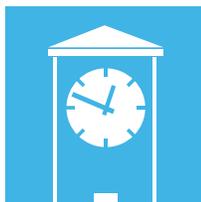
- MUSTANG
- CONVENTION
- CANAL
- CAMPIÓN



Mustang District



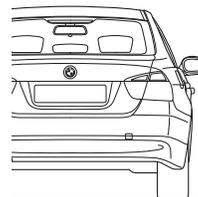
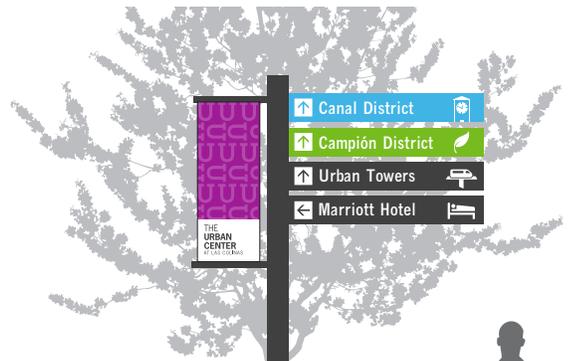
Campión District



Canal District



Convention District



Front Elevation



CLIENT
Paciugo Gelato Caffé

PROJECT
Brand Management

PROJECT DURATION
2014 - PRESENT

SERVICES

- BRAND MANAGEMENT
- COPYWRITING
- CREATIVE DIRECTION
- MARKETING COLLATERAL
- PHOTOGRAPHY
- SOCIAL MEDIA CONTENT
- PROMOTIONAL CAMPAIGNS



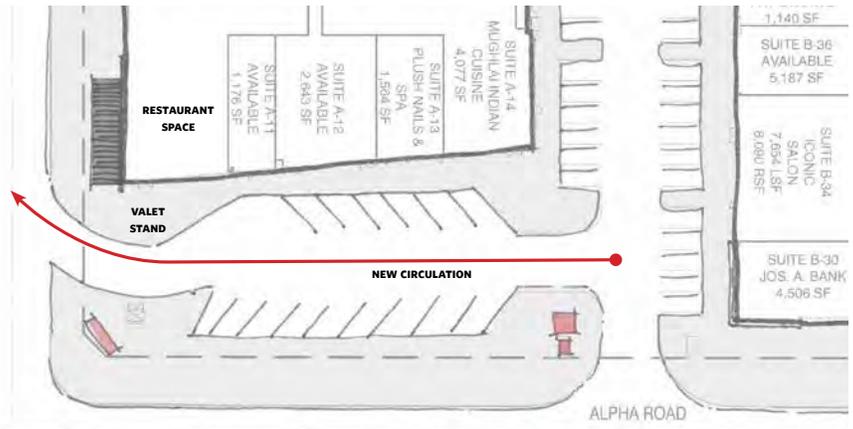
CLIENT Vestar	PROJECT Village On the Green Mixed-Use Center	PROJECT DURATION Summer 2015
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SERVICES

- EXPERIENCE ANALYSIS
- NAMING RECOMMENDATIONS
- PLACEMAKING
- STRATEGIC PLANNING
- ENVIRONMENTAL GRAPHICS
- ARCHITECTURAL INTERVENTION



CONCEPT SKETCH



CARPENTER PARK

PLANO, TEXAS

In 2014 the David McCaskill Design Group assembled a comprehensive team of design professionals to evaluate the existing 90 acre Carpenter Park Sports Complex and to create a master plan for redevelopment of this park. In addition to the evaluation of the fields our team was also asked to evaluate alternative irrigation water sources, stream restoration of the concrete channel that ran through the site, energy efficient ball field lighting, post development treatment of on-site storm water runoff and traffic circulation.

Developed in the early 80's the Carpenter Park Sports Complex was in need of a major overhaul. Project services began with an extensive public involvement phase with interviews of every sports association that currently uses the complex including football, baseball, soccer and lacrosse. Based on the results of these surveys and extensive discussions with City staff the decisions was made to concentrate new development on field sports such as football, soccer and lacrosse.

The new master plan illustrates a complete site redevelopment that includes a 12 - lighted sports fields, 2 playgrounds, one large restroom building and 3 smaller restroom buildings, an irrigation lake, grand stand seating, additional parking, a recirculating stream through the site with 2 new bridges, a perimeter jogging trail and modified on and off site traffic circulation.

DMDG Roles:	Project management, site design, facilitate public involvement
Budget:	Overall - \$15 million, Phase 1 - \$ 6 million
Completion Date:	Spring 2015
Client:	City of Plano
Contact:	Kevin Murray – Park Planner / Project Manager 972.941.7265; kevinm@plano.gov



COCKRELL HILL ROAD STREETScape ENHANCEMENTS

COCKRELL HILL, TEXAS

Scope: The David McCaskill Design Group is currently working as a team member on the redesign of Cockrell Hill Road and Jefferson Blvd. The majority of this project is located in the City of Cockrell Hill with a small portion located in the City of Dallas. Dallas County is the managing this multi-modal project that includes accommodations for vehicles, bicycles, trolley, buses and pedestrians. One of the primary goals of this project is to stimulate redevelopment in the commercial area that surrounds the intersection of Cockrell Hill Road and Jefferson Blvd. The intersection of Cockrell Hill Road and Jefferson Blvd has been designed as a roundabout intersection that will also function as the future terminus of the Oak Cliff Trolley. David McCaskill Design Group's primary role on this project is the design of streetscape improvements that include landscape planting and irrigation, enhanced paving, decorative street lighting, street furniture and signage. Additional responsibilities include the design of pedestrian access and improvements for bicycled traffic as well as accommodations for a future trolley stop and an existing bus stop. This project adheres to a majority of the Complete Streets principals.

Services Provided: Conceptual design of streetscape improvements including hardscape and planting.

Client: Dallas County

Contact: Jonathan Toffer, Project Manager, 214.653.6417, jtoffer@dallascounty.org

Completion Date: Conceptual design is scheduled for completion in April of 2013

Team: Prime consultant – Criado and Associates

Project manager – David McCaskill; Lead Designer – Andy Cousins

Project Budget: has not been established yet

Lessons Learned: Look for creative solutions for aesthetic enhancements in areas of limited space.



DENTON DRIVE STREETScape

DALLAS, TEXAS

Scope: In 2008 Dallas County was looking to reconstruct Denton Drive south of IH 635. This area of Dallas was rapidly changing with the construction of the DART line along Denton Drive and the opening of two new DART stations at Walnut Hill Lane and Royal Lane. Dallas County wanted to use this reconstruction project as an opportunity to change the look and character of this neighborhood. Working closely with the Asian American Chamber of Commerce, Dallas County and the design team master planned ways to change the overall character of this industrial neighborhood. Dallas County's plan was for this reconstruction project to be the catalyst for change in this area. The master plan for Denton Drive included landscaping, iconic sign pillars, enhanced pedestrian and intersection pavement, screening along the DART line, seating areas at intersections and specialty walkway and roadway lighting. The overall look of this project had an Asian inspired theme to conform to this Asian neighborhood. The project is currently in final design. David McCaskill and Andy Cousins worked on this project while they were employed by another design firm.

The master plan is complete and work has begun on the project identified as the top priority in the master plan.

Services Provided: Master Planning of streetscape improvements including hardscape and planting

Client: Dallas County

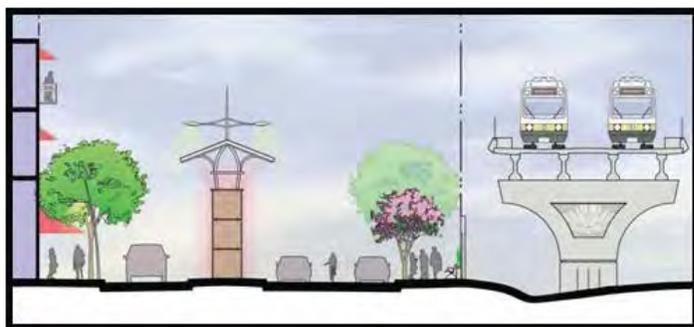
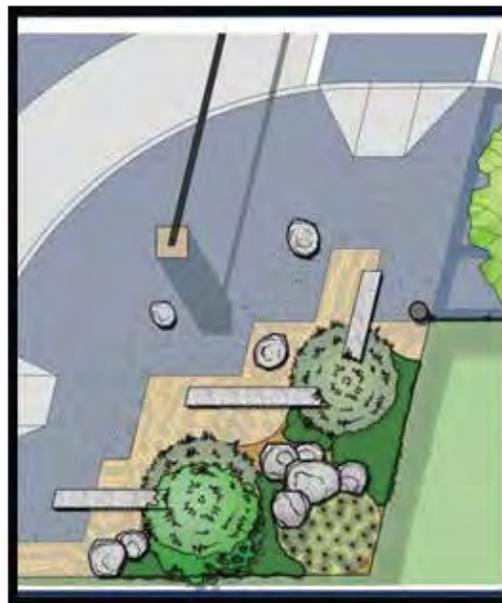
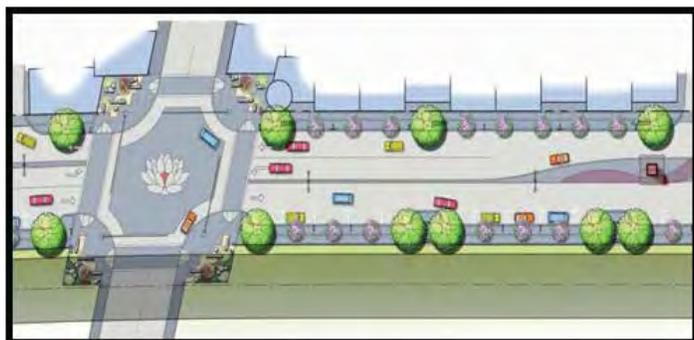
Contact: Tushar Solanki, Project Manager, 214.653.6458, tsolanki@dallascounty.org

Completion Date: Master plan completed in 2009

Team: Prime consultant – AZB Inc.

Project manager – David McCaskill; Lead Designer – Andy Cousins

Project Budget: \$1.5 million for streetscape improvements



BEAR CREEK PARKWAY LANDSCAPE IMPROVEMENTS

EULESS, TEXAS

Bear Creek Parkway is a gateway into the Southeast corner of Euless. This roadway has direct access to State Highway 183 and this portion of the roadway falls within TxDOT ROW. To improve the appearance of the roadway through their community Euless hired the David McCaskill Design Group to prepare a grant application for TxDOT Green Ribbon funding. The application was successful and Euless received TxDOT funding.

The roughly quarter mile of roadway includes tree planting in the median, tree and wildflower planting in the medians between the access roads to SH 183 and Bear Creek Parkway and four enhanced landscape areas with ornamental trees, flowering shrubs and ground cover. The design team worked closely with TXDOT and staff from the City of Euless to develop the landscape and irrigation plans. Construction was completed in July of 2016.

DMDG Roles:	Project management, landscape design, preparation of grant application
Budget:	\$140,000.00
Completion Date:	July 2016
Project Delivery Method:	Design - Bid-Build
Client:	City of Euless, TXDOT Fort Worth District
Contact:	Ray McDonald - Euless - Director of Parks and Community Services 817.685.1429; rmcDonald@ci.euless.tx.us Ram Dhakal - Transportation Engineer 817.399.4306; ram.dhakal@txdot.gov



MEACHAM AIRPORT - MAIN STREET ENHANCEMENTS

FORT WORTH, TEXAS

DMDG joined forces with Garver Engineering and the City of Fort Worth Aviation Department in an effort to bring a fresh look to the Meacham Airport by enhancing the west side of Main Street. The airport is currently experiencing a series of redevelopments, including a new terminal and several business along the airport property. The Aviation Department determined that as the airport frontage was undergoing utility improvements it was time to add some visual interest and consistency to the streetscape via planting and hardscape enhancements. DMDG has been tasked with designing these improvements as well as developing gateway monumentation denoting the airport property.

The master plan is ongoing and the first phase of construction on the landscape improvements is anticipated in late 2016.

Services Provided: Master Planning of streetscape improvements including hardscape and planting; construction documents for the streetscape improvements

Client: Fort Worth Aviation

Contact: Jeff Kloska, Airport Manager, 817.392.5406; Jeffrey.Kloska@fortworthtexas.gov

Team: Prime consultant – Garver Engineering

Transportation Enhancement Project manager – Andy Cousins



NORTH GATEWAY - TOWER OPTION

key personnel & roles

FocusEGD

Chris Bauer - Managing Principal, Research & Design Oversight, Quality Control

Oliran Johnson - Point of Contact, Design Director, Financial Administrator

Peter Reed - Lead Designer, Programming, Wayfinding Document Production

BR_DGE

Robbie Good - Principal, Point of Contact, Brand Analysis

Jenn Sanchez - Designer, Brand Analysis & Development

DMDG

David McCaskill - Principal in Charge, Quality Control,

Andy Cousins - Point of Contact, Landscape Design Oversight, Landscape Design Director

Jeremy Blad - Landscape Designer, Landscape Document Production

MANAGING PRINCIPAL

Chris Bauer

“There is nothing greater than TEAM – only together do we accomplish great things.”

**Background**

In her 35 years of environmental graphic design experience, Chris Bauer served 20 as director of an environmental graphic design department in a large architecture firm. Using her experience in art direction, architecture, project management and business, she now leads teams through the design process to successful completion of projects in healthcare, corporate, hospitality, aviation, sports, retail, government, museum and master plan sectors.

Chris' passion is to develop and nurture synergistic teams composed of the owner, architect, interior designer, and others with the goal of universally successful project completion. She works to establish realistic budgets and schedules, conducts wayfinding auditing and analysis processes, provides design direction, and leads the client through the EGD design process. She is also the prime lead for business development and business administration for focusEGD.

“Every project requires many people to complete it. The more we work together, the more successful it will be.”

Qualifications**Education**

Bachelor of Fine Art, Interior Design,
Virginia Commonwealth University

Affiliations

Chairman, Dallas Special Sign District Advisory Committee
Alternate, Dallas Arts District Sign Advisory Committee

Years with firm

6.5 years

Years of Experience

35 years

Selected Projects**Dallas Design District**

Dallas, Texas

Site place-making and branding for the rejuvenation of a district of Dallas to become a mixed use master planned development along the Trinity River.

Dallas Convention Center

Dallas, Texas

Wayfinding and signage assessment for the site, garage and over 1 million square feet of exhibit and support spaces. Design and implementation of wayfinding and signage on the new upper level D area meeting room addition.

University of Connecticut Health Center

Farmington, Connecticut

Exterior and interior wayfinding and sign system design for 1.4 million sf of classrooms, laboratories, clinics and amenities, and application of standards to the new tower and two garages.

The New Parkland Hospital

Dallas, Texas

Complete wayfinding and sign design for over 2,000,000 sf of county hospital, women's hospital, medical offices, logistics building and parking garage. Site branding, wayfinding, and sign design for the new campus interfacing with the DART rail station and surface parking.

Dodger Stadium

Los Angeles, California

Wayfinding assessment and master planning of stadium interior and exterior, sign and graphic system design and implementation on the field and loge concourse wayfinding concessions, retail, and clubs.

Fontainebleu Miami Beach

Miami Beach, Florida

Wayfinding, sign design, and project management for 1mil sf renovation of the historical resort hotel.

Washington Headquarters Service Building

Washington, D.C.

Wayfinding masterplanning and sign design for a collective 2 million sf of offices, amenities, restaurants and gym, parking garages, and transportation center.

PRINCIPAL

Oliran Johnson

“The relationship between environmental graphic design & the coordinated interactions of architecture and interiors, creates a harmonious sense of place that promotes a positive effect on its users.”



Background

Oliran Johnson has completed over 200 successful projects in his 25 year environmental graphic design career. Oliran oversees all aspects of environmental graphic design for each of his projects, focusing on comprehensive wayfinding systems for healthcare, hospitality, sports and corporate facilities. His solutions ease navigation for visitors and staff while enhancing visitor experience, convenience and efficiency.

Oliran maintains a flexible, open, research-based approach, working closely with owners, architects and designers to create unique solutions to suit each facility's circumstances. His extensive background ensures an elegant, practical wayfinding system that compliments each building's use. Additionally, Oliran is responsible for all personnel and financial matters at focusEGD.

Qualifications

Education

Bachelor of Architecture, University of Oklahoma

Affiliations

Professional Affiliate Member, American Institute of Architects
Professional Member, Society for Environmental Graphic Design

Years with firm

6.5 years

Years of Experience

25 years

Selected Projects

Klyde Warren Park

Dallas, Texas

Integrated signage program & designs into the 5.2 acre park to create a clean, lasting look and feel as well as providing information kiosks about events & activities throughout the year.

Texas Christian University Stadium

Fort Worth, Texas

Planning and design of wayfinding and signage for renovations and additions to the campus stadium.

University of Texas at Arlington College Park Center

Arlington, Texas

Exterior and interior wayfinding and graphics design for a new 218,000 sf event center.

Salem Hospital

Salem, Oregon

Comprehensive interior & exterior wayfinding masterplanning, sign system design and implementation for over 1,000,000 sf of new and renovated healthcare spaces.

Fontainebleau Miami Beach

Miami Beach, Florida

Comprehensive wayfinding master planning, exterior and interior sign programs for a resort renovation including retail and restaurant venues, hotel suites, condominiums, conference center, poolside and site amenities, and beach sign systems.

The Crescent Revitalization

Dallas, Texas

Comprehensive wayfinding and sign design program to refresh the exterior brand of this iconic property. New site, motor court, retail court, restaurant and major retail components are included in the scope.

University of Maryland University College

Inn and Conference Center

Hyattsville, Maryland

Wayfinding master planning and interior sign program design, documentation and construction administration for this inn and conference center renovation including restaurant venues, ballrooms, conference center, meeting rooms and guest rooms & suites.

Peter Reed ASSOCIATE

“Interesting things happen when the creative impulse is cultivated with curiosity, freedom and intensity.” -Saul Bass



Background

Peter brings a combined 28 years of experience in corporate identity, communication design and wayfinding signage solutions to the projects he works on. He has created innovative and practicable environmental graphic design solutions for municipalities, parks, universities, and healthcare campuses nationwide. Peter also provides a considerable knowledge of materials and construction methods, which have benefited a variety of clients and projects.

Prior to joining FocusEGD, Peter was a Senior Designer for Merje Design in Philadelphia, where he not only designed many successful wayfinding systems but also provided thorough project management for the larger municipality environmental graphic systems nationally and internationally, from kick-off to installation.

Qualifications

Education

Art Center College of Design, Bachelor of Fine Arts, Communication Design, Pasadena, CA

Affiliations

Professional Member, Society for Environmental Graphic Design

Years with firm

1 year

Years of Experience

28 years

Selected Projects

McKinney & Olive Office Tower

Dallas, Texas

Comprehensive wayfinding and signage design and implementation for 21 story Class AAA commercial office tower which includes a multi-level parking garage, retail suites and identities.

Dell Seton Medical Center at The University of Texas

Austin, Texas

Wayfinding planning and sign system design for new 500,000 sq. ft. hospital located in Downtown Austin. The facility features a Level 1 trauma center, support for medical education.

Texas Scottish Rite Hospital for Children

Dallas, Texas

Various wayfinding projects including exterior site signage, parking garage, and interior wayfinding for newly renovated clinics.

Projects with Merje Design, West Chester, PA

Senior Designer

Environmental graphic design firm specializing in branding and identity, wayfinding and signage, architectural and visual enhancements, exhibit and interpretive design, and print materials.

Projects include: Mammoth Mountain, Novato, Santa Cruz, and San Diego CA; Austin, Denton, and Fredericksburg TX; Helena, Little Rock, and Northwest Regional AR; Concord and Portsmouth NH; Buffalo and Rawlins WY; Missoula MT; New Haven CT; Whistler BC Canada; Atlanta Beltline, Atlanta GA; Wissahickon Upper Trails System, Philadelphia PA; Delaware Technical Community College, Wilmington, Dover, and Georgetown DE; Crossroads of the American Revolution NJ; and Princeton Healthcare System, Plainsboro, NJ.

Robbie Good

PRINCIPAL & CREATIVE DIRECTOR



BIOGRAPHY

After graduating college *magna cum laude*, Robbie began his professional career with architectural giant, HKS Inc. As a member of the environmental graphics group, he worked on a number of large and complex signage and wayfinding projects that encompassed nearly every sector. In 2009, Robbie became a founding member of focusEGD — an independent company that formed when the group split from HKS.

At focusEGD, Robbie took on the role of Senior Designer and amassed a wealth of experience as lead designer for projects such as New Parkland Hospital, Dealey Plaza, TCU Amon G. Carter Stadium, Kay Bailey Hutchison Dallas Convention Center, The Crescent and many others.

In May of 2014, Robbie founded BR_DGE Creative Studios. Robbie is a passionate citizen of Dallas and is currently serving on the Dallas Parks Foundation board and the City of Dallas Transit Oriented Development TIF Board.

EDUCATION

ST. EDWARD'S UNIVERSITY
Bachelor of Arts, Graphic Design
magna cum laude

CLIENT LIST (PARTIAL)

ARPIN GROUP
BAYLOR HEALTHCARE SYSTEM FOUNDATION
CBRE
CITY OF DALLAS
COOK CHILDREN'S HOSPITAL
CORGAN ASSOCIATES
CRESCENT REAL ESTATE HOLDINGS
DFW AIRPORT
DOWNTOWN DALLAS INC.
DOWNTOWN FORT WORTH INC.
HKS INC.
THE HOCKADAY SCHOOL
LAS COLINAS ASSOCIATION
METHODIST HEALTH SYSTEMS
PACIUGO GELATO CAFFÉ
PARKLAND HEALTH & HOSPITAL SYSTEMS
PEGASUSABLON
SAROFIM REALTY ADVISORS
SUCCESS PARTNERS/SUCCESS MAGAZINE
TEXAS A&M UNIVERSITY SYSTEM
TEXAS CHRISTIAN UNIVERSITY
UNIVERSITY OF NORTH TEXAS
UNIVERSITY OF TEXAS SYSTEM

RELEVANT PROJECT EXPERIENCE

DALLAS DESIGN DISTRICT **LEAD DESIGNER**

Gateway element, sign system design, wayfinding masterplan and environmental brand development for urban district

LAS COLINAS URBAN CENTER **LEAD DESIGNER**

Gateway element, sign system design, wayfinding masterplan and environmental brand development

KNOX STREET DISTRICT **LEAD DESIGNER**

Gateway element, sign system design, wayfinding masterplan and environmental brand development

DALLAS ARTS DISTRICT **CREATIVE DIRECTOR/ PRINCIPAL-IN-CHARGE**

Marketing collateral/wayfinding elements for signature neighborhood in downtown Dallas

VILLAGE ON THE GREEN **PRINCIPAL-IN-CHARGE**

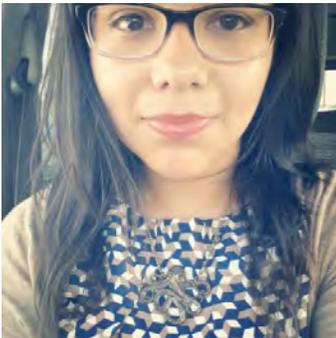
Brand experience analysis and strategic planning for mixed-use shopping center

PACIUGO GELATO CAFFÉ **CREATIVE DIRECTOR/ PRINCIPAL-IN-CHARGE**

Brand management, social media con for gelato concept with over 50 locations in the US

Jenn Sanchez

DESIGNER



BIOGRAPHY

Jennifer began her professional career in the corporate headquarters of Omni Hotels and Resorts. As a member of the marketing department's creative team, she worked to reinforce brand wide initiatives on an array of projects by creating digital and print advertisements, branding on property outlets and art directing photoshoots.

Jennifer joined Br_dge Creative Studios in 2015 and has since has expanded her skill-set exploring brand management, logo design and signage.

EDUCATION

SOUTHERN METHODIST UNIVERSITY
Bachelor of Arts, Advertising - Psychology

CLIENT LIST (PARTIAL)

- ARPIN GROUP
- BOBS STEAK AND CHOPHOUSE
- BREAD ZEPPELIN SALADS ELEVATED
- DALLAS PARKS FOUNDATION
- DOWNTOWN DALLAS, INC.
- OMNI HOTELS AND RESORTS
- PACIUGO GELATO CAFFÉ
- PEGASUSABLON
- TIN STAR TACO BAR
- VESTAR
- URBAN OPPURTUNITY

RELEVANT PROJECT EXPERIENCE

DALLAS ARTS DISTRICT
DESIGNER

Marketing collateral/wayfinding elements for signature neighborhood in downtown Dallas

VILLAGE ON THE GREEN
DESIGNER

Brand experience analysis and strategic planning for mixed-use shopping center

PACIUGO GELATO CAFFÉ
DESIGNER

Brand management, social media content for gelato concept with over 50 locations in the US

BREAD ZEPPELIN SALADS ELEVATED
DESIGNER

Brand management, social media content for fast casual concept with 5 locations in DFW

OMNI HOTELS
DESIGNER

Marketing collateral, digital and print design for luxury hotel brand



DAVID McCASKILL
DESIGN GROUP



DAVID McCASKILL, RLA
landscape architect / president

EDUCATION

BS - Landscape Architecture, Texas A&M University, 1979

REGISTRATION

Registered Landscape Architect - Texas, no. 793

CAREER RELATED EXPERIENCE

- David McCaskill Design Group, President - November 2010 to present
- la terra studio, Principal - 2009 to 2010
- HNTB Corporation, Texas Director of Parks and Recreation - 2004 to 2009
- Schrickel, Rollins and Associates, Associate - 1991 to 2004
- Jack Nicklaus Golf Services, Design Coordinator - 1990 to 1991
- Schrickel, Rollins and Associates, Landscape Architect - 1979 to 1990
- City of Austin, Park Planner - 1979

GENERAL EXPERIENCE

David has been involved in the field of landscape architecture for over 36 years. In those 36 years David has had the opportunity to work on a wide variety of projects including, parks and trails, municipal projects, residential, commercial developments, schools and universities. David has experience managing and designing projects from \$100,000 to over \$20,000,000.

SPECIFIC EXPERIENCE

David has worked on both new and park development projects for the following Texas municipalities:

- | | | |
|--------------------|-----------------------------|----------------------|
| Arlington | Burleson | Southlake |
| Fort Worth | Grapevine | DeSoto |
| Dallas | Keller | Grand Prairie |
| Plano | Duncanville | Hurst |
| Frisco | North Richland Hills | Gainesville |
| Carrollton | Coppell | Brownsville |
| Weatherford | Celina | Bedford |
| Little Elm | Richardson | Midlothian |

Project responsibilities on these projects include the following:

- Site development including master planning and site layout
- Site grading including water retention and wetland development
- Parking lot and vehicular paving design
- Design of pedestrian walkways and plazas
- Athletic field design
- Hike and bike trails



DAVID McCASKILL
DESIGN GROUP



ANDY COUSINS, RLA

landscape architect / vice president

EDUCATION

BS - Landscape Architecture, Oklahoma State University, 2001

REGISTRATION

Registered Landscape Architect - Texas, no. 2704

CAREER RELATED EXPERIENCE

- David McCaskill Design Group, Vice President - June 2012 to present
- HNTB Corporation, Project Manager - 2004 to 2012
- Mesa Design Group, landscape designer - 2001 to 2004
- Howard – Fairbairn Site Design, intern - 2000

GENERAL EXPERIENCE

Andy has been involved in the field of landscape architecture for 15 years. During his time as a landscape designer and a landscape architect in professional offices, he gained experience in a vast number of market sectors including: parks and recreation planning and design, master planning, urban planning, residential design, commercial development, transportation enhancement, construction observation, and local outreach. Andy has familiarity managing and designing projects from \$50,000 to over \$14,000,000.

SPECIFIC EXPERIENCE

Andy has worked on various projects for many different municipalities and governmental agencies in Texas, Oklahoma, and Colorado. Examples of those specific projects are as follows:

Parks and Recreation

Cottonwood Trail – Dallas, TX
 Katy Trail Extension – Dallas, TX
 White Rock Creek Trail – Dallas, TX
 Trinity Strand Trail – Dallas, TX
 Addison Trail Master Plan – Addison, TX
 Village Creek Trail – Burleson, TX
 Chisenhall Park – Burleson, TX
 Bartlet Park Master Plan – Burleson, TX
 Collin County Adventure Camp – Anna, TX
 Arbor Hills Nature Preserve – Plano, TX
 Keller Point Park – Keller, TX
 Warren Tennis Center – Frisco, TX

Oak Grove Sports Complex – Grapevine, TX
 Cottonwood Branch – Frisco, TX
 Shawnee Park – Frisco, TX
 Ed Collett Park – Fort Worth, TX
 The Aquatic Center – Gainesville, TX
 Bad Konigshofen – Arlington, TX
 Carpenter Park Master Plan – Plano, TX
 Jack Carter Family Aquatic Center – Plano, TX
 Dominion Trail – Frisco, TX
 Cottonwood Valley Park – Irving, TX
 Timnath Reservoir Park – Timnath, CO
 Lewis and Wagoner Park – Grand Prairie, TX



DAVID McCASKILL
DESIGN GROUP



JEREMY BLAD, RLA

landscape architect / senior associate

EDUCATION

BS - Landscape Architecture, Utah State University, 2001

REGISTRATION

Registered Landscape Architect - Texas, no. 2734

CAREER RELATED EXPERIENCE

- David McCaskill Design Group, Project Manager - October 2014 to present
- Callison, Associate Principal - 2012 to 2014
- KEO International Consultants, Senior Landscape Architect - 2008 to 2012
- HNTB Corporation, Landscape Architect - 2004 to 2008
- Greenberg Farrow Architecture, Site Planner - 2003 to 2004

GENERAL EXPERIENCE

During his 12 years of professional landscape architecture practice, Jeremy has been involved in a wide variety of project types, sizes, budgets and locales. His experience in design, presentation, project management and construction administration are invaluable in today's diverse and fast-paced market.

SPECIFIC EXPERIENCE

Jeremy has worked on various projects for many different municipalities and governmental agencies locally in Texas, nationally, and various overseas markets including building projects for governmental and institutional clients. Examples of those specific projects are as follows;

- Northwest Highway Bridge and Multi-use Trail- Dallas, Texas
- NTTA Chisolm Trail Parkway Design Guidelines- Fort Worth, Texas
- NTTA Lewisville Lake Toll Bridge Design Guidelines- Lake Dallas, Texas
- Benbrook Boulevard Urban Design Master Plan- Benbrook, Texas
- Interstate 49 Environmental Impact Mitigation- Lafayette, Louisiana
- Interstate 405 CSS Master Plan Guidelines- King County, Washington
- Interstate 465 CSS Design Guidelines- Indianapolis, Indiana
- Al Ghareba National Housing Development, Streetscape & Parks Master Plan- Al Ain, United Arab Emirates
- Sector E19 Neighborhood Parks and Streetscape- Abu Dhabi, United Arab Emirates
- Bain al Jesrain Plots Parks and Streetscape- Abu Dhabi, United Arab Emirates
- Officer's City Parks and Streetscape- Abu Dhabi, United Arab Emirates
- Mohammed bin Zayed City, Public Realm Study- Abu Dhabi, United Arab Emirates
- Ras Gas Refinery Campus Streets, Signage and Landscape Study- Ras Laffan, Qatar

legal information



focus^{EGD}

FIRM NAME: FocusEGD, LLC
 Place-making & Wayfinding
MAILING ADDRESS: 1909 Woodall Rodgers Suite 415
 Dallas, Texas 75201
AUTHORIZED SIGNERS: Chris Bauer & Oliran Johnson
TELEPHONE NUMBER: 214.661.6976
PERSON TO CONTACT: Oliran Johnson, 214.661.6976 X 21
EMAIL FOR CONTACT: ojohnson@focusegd.com
TYPE OF ORGANIZATION: Texas Limited Liability Company



BR STUDIOS DGE

FIRM NAME: BR_DGE Creative Studio LLC
 Brand Consultant
MAILING ADDRESS: 633 W. Davis Street Suite 105,
 Dallas TX 75208
AUTHORIZED SIGNERS: Robbie Good
PERSON TO CONTACT: Robbie Good, 214.802.9265
EMAIL FOR CONTACT: robbie.good@br-dge.com
TYPE OF ORGANIZATION: Texas Limited Liability Company



DAVID McCASKILL
 DESIGN GROUP

FIRM NAME: David McCaskill Design Group, LLC
 Landscape Architecture
MAILING ADDRESS: 620 E. Southlake Blvd. Southlake TX 76092
AUTHORIZED SIGNERS: David McCaskill
PERSON TO CONTACT: David McCaskill, 817.709.2084
EMAIL FOR CONTACT: david@dmccaskilldesign.com
TYPE OF ORGANIZATION: Texas Limited Liability Company

firm profile

focusEGD applies our teamwork performance discipline to deliver projects that are research based, thoughtfully designed, technically well executed, and completed on schedule and within budget. Our team has a collective 130+ years of experience and over 800+ successful projects in our portfolio. That experience has taught us that Environmental Graphic Design is best executed through open communications with architects, landscape architects, engineers, interior designers, other project members, and most importantly the Owner. Our process helps lead the Client through the myriad of decisions, and establishes standards by which implementation and maintenance can be managed.

Markets

Aviation	Academic	Hospitality
Corporate	Retail	Justice
Healthcare	Residential	Parking
Commercial + Industrial	Sports + Entertainment	Civic + Government

Services

Wayfinding	Wayfinding Assessment Wayfinding Master Planning Placemaking Static & Digital Signage Systems Themed Environments
Graphic Design	Signage Graphic Design Information Graphics Identity Developments Donor Recognition
Brand Integration	Brand & Vendor Standards Sponsorship Integration Tenant Identity Standards

Experience Centered

We create solutions that engage, enrich, and empower people in any context, anywhere.

Passionate

Building your success is our success; it's the process done right.

Experts

110 cumulative years in the specialty of Environmental Graphic Design

Follow Through

Leadership in implementation, from ground-breaking to grand opening

Certificates

Texas HUB	#1270231020700
NCTRCA WBE	#WFWB63073N0916

Strategy, Message & Identity for People, Places & Things

ABOUT

BR_DGE Creative Studios is a multidisciplinary design and planning practice specializing in the development of strategy, messaging and identity solutions for individuals, brands, places and organizations of all types.

We develop applications for both the digital and physical realms — always with a focus on timeless design, legibility, function and end user experience.

SERVICES

Brand Strategy & Masterplanning
Messaging & Copywriting
Identity Development
Marketing Collateral
Brand and User Experience Analysis
Environmental Graphics
Digital & Static Wayfinding
Donor Recognition
Website Design
Social Media Strategy

PROCESS

Our process is driven by thorough research and careful analysis. We don't just draw pretty pictures, we solve the challenge at hand.

We begin by listening to our clients goals and expectations. Then it's up to us to discover the best way to accomplish those goals in a cost effective and practical yet beautiful manner.

PHILOSOPHY

Design is the bridge
between vision
and reality.



QUALIFICATIONS

FIRM DESCRIPTION

The David McCaskill Design Group was established in 2011 to provide real solutions to real people, by performing landscape architecture and planning services delivered on a personal level that our clients have come to expect and appreciate. The people in our company care as much about creating a successful project as we do about having our clients enjoy working with us. The company has grown to six full-time employees since our inception, and the types of projects in which we have been involved have expanded considerably as well. Whether designing sports facilities for local Texas universities and schools, enhancing the parks, pools, and roadways of various Dallas-Fort Worth communities, or providing top-notch ideas for a developer's next big venture, the David McCaskill Design Group has demonstrated the ability to deliver a wide variety of project types, scales and user groups.

The company is led by its namesake, David McCaskill, who has 36 years of experience in the field of landscape architecture, mostly in the state of Texas. His desire to create functional spaces with customer priority in mind, pushed him to form the company and bring something new to the industry. Andy Cousins and Jeremy Blad joined the ranks soon after and bring with them a vast array of experience, much of which revolves around the transportation industry. They were both trained as designers and project managers working for the same transportation engineering company, which has allowed them to see municipal projects from a slightly different perspective beyond the horizon of just the "beautifying and aesthetics" principles. The strength of the David McCaskill Design Group relies on our commitment to serving our clients by listening intently to their needs and seeing those needs met in a timely manner.

SAMPLES OF WORK PORTFOLIO

Andy Cousins, the vice president of the David McCaskill Design Group, will be the main point of contact for this project, . Andy is a registered landscape architect with over 15 years of experience planning and designing streetscapes and recreation facilities all over the state of Texas. Because of the recent establishment of our company, our list of streetscape and transportation master planning efforts are short and sweet, but we are proud of our achievements thus far. Listed in Tab 2 are examples of the following projects:

- Denton Drive Streetscape Master Plan - Dallas, TX (performed by David and Andy while employed with HNTB)
- Meacham Airport - Main Street Enhancements - Fort Worth, TX
- Cockrell Hill Road Streetscape Enhancements - Cockrell Hill, TX
- Stonebridge Ranch Open Space and Amenities Master Plan - McKinney, TX

project approach & services

KICK-OFF AND PLANNING

Prior to beginning design work for the Town of Argyle, we propose a kick-off meeting to include the members of our team, FEGD, BR_DGE, and DMDG as well as the Town Council and other stakeholders who will be engaged in seeking the essence of Argyle. The information-gathering will allow us to create clear objectives and define the goals for the project as we venture through this process. At this meeting, we will explain the process and key milestones to keep this project in line with these objectives and goals. This open discussion and research includes touring Argyle and its districts by the project team and town representative(s) to experience first hand its history and culture. Using photo and video survey methods, we will document the tour for use in our design phases. This survey will also allow the Design Team to gain perspective for areas that can become key sites for brand integration, place-making, wayfinding, and landscaping enhancement. The Team will also collect information regarding the conditions of the roadways to determine which local, state, and federal codes could be applied to wayfinding elements throughout the Town.

As an analysis of the town components and features is prepared, we can integrate our understanding of the brand and align it with the goals and visions set during the kick-off meeting. This integration will seek to increase the brand recognition both regionally and nationally with a variety of solutions to be presented by BR_DGE at subsequent meetings where an explanation of the proposed Brand Architecture points to a comprehensive approach to brand management playbook solutions. FEGD and DMDG will collaborate and discuss opportunities for place-making and wayfinding solutions. In addition to landscape elements, other details such as scale, logo usage, and directional locations will be planned for including town gateways, district identities, street sign toppers, and other elements that capture the unique characteristics and points of interest of the Town of Argyle.

CONCEPTUAL DESIGN

Once we fully understand what exists in the town and where the vision takes us, we can begin putting “pen to paper”, developing ideas that address the issues and goals identified. The initial effort would take into account economic opportunities and points of interest on a universal scale - big picture solutions, pros and cons, and what else could be – in drawing form to communicate potential solutions.

During this section, the brand research and discovery process will be lead by BR_DGE. This research will seek to find any touch-points that need to be nurtured in order to meet the goal of brand growth. BR_DGE will compare this data with other towns that reflect similar features and aspects of the Town of Argyle. BR_DGE will coordinate proposed solutions with the wayfinding and landscaping concepts in order to maximize the efforts of all disciplines and find a successful brand growth strategy.

This step would include a presentation by the Team to showcase these concepts inclusive of the locations, design elements, branding opportunities, landscape enhancements and other features to exhibit the first class rural style and the unique economic opportunities of the Town of Argyle.

project approach & services

DESIGN DEVELOPMENT

This phase is a refinement of the first phase, taking selected concepts based on the discussions, to a point of illustrating most, if not all, sign types and elements needed for the program. This program will show how each element achieves a particular part of the goals identified earlier, and the proposed materials, maintenance, upkeep, landscape upkeep, and anticipated longevity of the methods proposed. We'll show how brand integration throughout the system would be achieved. We'll show how the typeface selection and other design techniques contribute to a positive and beneficial information delivery system. As well as integrating with the existing Logo, these concepts will establish a hierarchy of elements starting with the key entry points to town and include vehicular and pedestrian directionals and other wayfinding support signs.

The landscape development approach will be two-fold: To enhance the sense of arrival into Argyle and enrich the sense of place at town entrance points and key locations within the town limits to inform drivers and visitors they have arrived and are in a special place. Secondly, landscape development will enhance the wayfinding by calling attention to the wayfinding devices and marking destinations by using materials that are appropriate for the location. The landscape enhancements portion of the design guidelines will address the ground plane in each setting, including roadway medians.

Once these concepts have been approved, we will proceed to development of the deliverables to include a brand management playbook and the associated wayfinding and landscape design standards manuals. These manuals will continue the vision for upkeep, maintenance and expansion of the goals established by this process.

proposed fees and costs

FOCUSEGD – LEAD AND WAYFINDING PLANNING & DOCUMENTATION

Phase 1 – Research and Planning:	\$ 3,150
Phase 2 – Design and Preliminary Documents	\$ 3,150
Final Documentation	\$ 2,700
Project Administration	\$ 1,000

Total Fee: \$ 10,000

BR_DGE – BRAND ALIGNMENT & PLAYBOOK DOCUMENTATION

Phase 1 – Research and Planning:	\$ 2,000
Phase 2 – Documentation:	\$ 2,000

Total Fee: \$ 4,000

DMDG – LANDSCAPE

Phase 1 – Research and Planning:	\$ 3,150
Phase 2 – Design and Preliminary Documents	\$ 3,150
Final Documentation	\$ 2,700

Total Fee: \$ 9,000

ESTIMATED REIMBURSABLES

Total Project Reimbursables (Not To Exceed) \$ 2,000

EXCLUDED SERVICES NOT COVERED IN ABOVE

The following services are not included in the above fee proposal: making revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the architect, or by adjustments in the architect's program or project budget; or required by the enactment or revision of applicable laws or codes, providing services beyond the scope outlined in this proposal providing the services of consultants for structural, mechanical, electrical, engineering services, or for any disciplines not included as part of basic services, multi-language interpretation services, planting plan, hardscape plan irrigation, construction drawings & specifications.

schedule

PROPOSED SCHEDULE

FocusEGD feels the schedule outlined in the RFQ is adequate for the scope.

Contract Approval at Council:	June 27
Mobilization:	June 28 to July 8
Workshop 1:	July 11
Presentation/Workshop 2:	August 8
Workshop 3, Progress Review:	August 29
Interim Workshop 4, if needed:	September 12
Delivery of Final Documentation:	No later than October 18
Presentation of Argyle Council:	October 25

acknowledgements

We acknowledge and agree that the Town of Argyle has, and is entitled to exercise the sole discretion to award the points for evaluation in the noted categories.

Further, we acknowledge and agree that we waive any right to contest in any legal proceedings the decision of the Town of Argyle to award points in respect to the categories.

references

Salem Hospital

Cindy Wagner
Facilities Development Coordinator
890 Oak Street SE
Salem, OR 97301
503.561.2601

Parkland Health and Hospital System

Leslie Echols
Senior Program Manager
Parkland Hospital Replacement Program
5280 Tex Oak Ave,
Dallas, TX 75235
214.590.9645

McKinney & Olive Office Tower

Adam Soto
Project Manager
Crescent Real Estate Equities, LLC
200 Crescent Court, Suite 250
Dallas, Texas 75201
214.880.4663



references

Paciugo Gelato Caffé

Cathy Atkinson
Director of Marketing at Paciugo
1215 Viceroy Dr
Dallas, TX 75247
(214) 654-9501

Dallas Design District & 1001 Foch Street

Mike Ablon
Principal at PegasusAblon
8222 Douglas Ave #390
Dallas, TX 75225
(214) 389-6100

Village on the Green

Rick Hearn
Vice President of Leasing at Vestar
2425 E. Camelback Road
Suite 750
Phoenix, Arizona 85016
602.866.0900



REFERENCES

Robin Baldock
Exec. Director - Friends of the Katy Trail
214.303.1180
robin@katytraildallas.org

Sean Fox
City Manager (formerly Pantego City Manager) City of Sunnyvale, TX
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sean.fox@townofsunnyvale.org

Tushar Solanki
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Dallas, TX
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mlesku@cmamanagement.com

Jonathan Toffer
Project Manager - Dallas County
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jtoffer@dallascounty.org

We have no doubt that any of the references provided above will gladly share information relative to our ability to perform our services at a high level.

REFERENCES

Our company is committed to creating healthy communities, demonstrated by the large body of work we have performed for municipalities across the metroplex as well as the state of Texas in enhancing their existing parks, trails, greenways, and parkways. A main focus of the David McCaskill Design Group is recreation planning and consulting, which thankfully has placed us in the convenient position of being the landscape architect on call for the Friends of the Katy Trail the last two years, so we understand how to work with non-profit organizations and how to help them achieve their goals in serving the public. As evidenced by our past work history on trail planning efforts in the DFW, David and Andy have been intimately involved in making key connections to Dallas' vast network of hike and bike trail facilities, right at the front and back door of the Southwestern Medical District.

Not unique to our firm is a belief that master planning and design guidelines are extremely important for undertakings such as this, because of their ability to garner public support, provide great information to interested stakeholders and establish a framework for future development. We stand behind any effort to achieve this, especially in a sustainable and economically strategic manner.



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a Resolution adopting Fiscal and Budgetary Policies for the Town of Argyle

Requested by:

Paul Frederiksen, Town Manager & Kim Collins, Finance Director

Background:

The Town of Argyle Town Council and Staff are committed to financial management through integrity, prudent stewardship, planning, accountability, full disclosure and communication. The broad purpose of the attached *Fiscal and Budgetary Policies* is to enable the Town and its related component units, including the Argyle Economic Development Corporation (EDC) and the Argyle Crime Control Prevention District (CCPD), to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the Town's financial affairs.

This document is drafted and presented to you as broad policy statements encompassing all areas of the Town's financial resources. Adoption of this resolution, which is then only eligible for change by specific Council action, underscores its' importance. The formalization of our current financial practices continues to enhance financial stability, promotes long-term and strategic planning, and signals good financial practices to bond rating agencies and Council.

Council may recognize language and references throughout this policy, as there are restatements from the annual financial reports, budget books and investment policy. One item this document memorializes is the number of days of fund balance. Previously, we have referred to recommended "fund balance of no less than 90 days with a preferred balance of 120 days". The policy states in Item XI we will "achieve and maintain an unassigned fund balance in the general fund equal at a minimum of 120 days (33%) of budgeted expenditures". Should adverse circumstances necessitate falling below 120 days, measures to bring the balance back up are prescribed. This criteria applies to the Town's general fund and proprietary fund. It does not apply to the two component units (EDC and CCPD), special revenue funds, debt service fund and the capital improvement funds. Funding for annual debt service is created with the Interest and Sinking component of the annual tax rate, as well as transfers from other funds as necessary to balance the fund. The other funds do not have specific operating purposes, and therefore don't fall under the same guidelines.

Rationale for an appropriate number of days of unassigned fund balance is a combination of many factors including the following: operating cash flow analysis, evaluation of stability and diversification of revenue sources, best practices, and any circumstances that would be unique to your entity such as high exposure to natural disasters. Given relatively even monthly cash outlays, stable property tax base but strong dependence on same, and GFOA



TOWN COUNCIL DATA SHEET



recommendations, we would be fine to establish a minimum anywhere from 90 to 120 days. We are recommending the more conservative 120 days.

Another component of this policy that we want to draw your attention to is in Item IV. This item explains the budget process in much the same wording as you see every year in various budget documents, but goes a step further by stating the goal of a "Balanced Budget". This section defines an "operations coverage of 1.0, such that operating revenues will at least equal or exceed current operating expenditures". This declaration further illustrates Council's commitment to fiscal conservatism to both the citizenry and outside agencies.

Financial Impact:

None

Staff Recommendation:

Staff recommends approval of the Resolution adopting the Town of Argyle Fiscal and Budgetary Policy Statements.

Requested Action:

Approval of the Resolution adopting the Town of Argyle Fiscal and Budgetary Policy Statements.

Attachments:

Resolution

Fiscal and Budgetary Policy Statements

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2016-xx**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS ADOPTING FISCAL AND BUDGETARY POLICY STATEMENTS.

WHEREAS, the Town of Argyle, Texas is committed to financial management through integrity, prudent stewardship, planning, accountability, full disclosure and communication; and,

WHEREAS, the broad purpose of the Fiscal and Budgetary Policy Statements is to enable the Town and its related component units, including the Argyle Economic Development Corporation, and the Argyle Crime Control and Prevention District to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the Town’s financial affairs;

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 adopts the Fiscal and Budgetary Policy Statement attached as Exhibit “A.”

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this the 28th day of June, 2016.

TOWN OF ARGYLE, TEXAS

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

TOWN OF ARGYLE FISCAL AND BUDGETARY POLICY STATEMENTS

I. STATEMENT OF PURPOSE

The Town of Argyle is committed to financial management through integrity, prudent stewardship, planning, accountability, full disclosure and communication. The broad purpose of the Fiscal and Budgetary Policies is to enable the Town and its related component units, including the Argyle Economic Development Corporation (EDC) and the Argyle Crime Control Prevention District (CCPD) to achieve and maintain a long-term stable and positive financial condition, and provide guidelines for the day-to-day planning and operations of the Town's financial affairs.

Policy scope generally spans areas of accounting and financial reporting, internal controls, both operating and capital budgeting, revenue management, investment and asset management, debt management and forecasting. This is done in order to:

- Demonstrate to the citizens of Argyle, the investment community, and the bond rating agencies that the Town is committed to a strong fiscal operation;
- Provide precedents for future policy-makers and financial managers on common financial goals and strategies;
- Fairly present and fully disclose the financial position of the Town in conformity to generally accepted accounting principles (GAAP); and
- Demonstrate compliance with finance-related legal and contractual issues in accordance with the Texas Local Government Code and other legal mandates.

These policies are being adopted by resolution of the Town Council in order to promote stability and continuity. Therefore, they can only be changed by specific Council action. There will be periodic review of the policies for continued appropriateness and specific review when there are changes in accounting policy, best practices or state law.

II. ACCOUNTING, AUDITING AND FINANCIAL REPORTING

ACCOUNTING. The Town is solely responsible for the reporting of its financial affairs, both internally and externally. The Director of Finance is the Town's Chief Fiscal Officer and is responsible for establishing the Chart of Accounts and for properly recording financial transactions.

AUDITING. In conformance with the provisions of the Texas Local Government Code, Title 4, Chapter 103, the Town will be audited annually by outside independent accountants (auditor). The auditor must be registered as a partnership or corporation of certified public accountants, holding a license under Article 41a1, Section 9, of the Civil Statutes of Texas, capable of demonstrating that it has sufficient staff which will enable it to conduct the Town's audit in accordance with generally accepted auditing standards as well as all applicable state and federal laws. The auditor's report, along with the annual financial report on the Town's financial

statements, will be completed within 180 days of the Town's fiscal year end. Any issues found during the annual audit will be addressed to the Director of Finance, who shall respond in writing to the Town Manager and Town Council addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor report upon resolution of any issues resulting from the joint review.

The auditor is retained by and is accountable directly to the Town Council and will have access to direct communication with the Town Council if the Town Staff is unresponsive to auditor recommendations or if the auditor considers such communication necessary to fulfill its legal and professional responsibilities.

The Town does not require an auditor rotation; however, the Council may circulate requests for proposal for auditor services every three to five years.

FINANCIAL REPORTING. In concert with completion of the annual audit work by the Town's auditors, the Town shall prepare an annual financial report (AFR) which will include the Basic Financial Statements. The AFR and Basic Financial Statements will be prepared in accordance with generally accepted accounting principles. They shall be presented to the Town Council with the auditor's report within 180 calendar days of the Town's fiscal year end. If Town staffing limitations preclude such timely reporting, the Director of Finance will inform the Town Manager, and the Town Manager will inform the Town Council of the delay and the reasons therefore.

INTERNAL REPORTING. The Finance Department will prepare internal financial reports, sufficient to plan, monitor and control the Town's financial affairs and monitor budgetary compliance. Internal reporting objectives are addressed throughout these policies.

III. FUND STRUCTURE AND BASIS OF ACCOUNTING

Governmental Funds:

General Fund which accounts for all financial resources except those required to be accounted for in another fund, and include basic governmental services, such as Street Maintenance, Police, Planning and Development and General Administration.

Special Revenue Funds (SRF) account for specific revenues that are legally restricted for specified purposes. The Town currently budgets 11 SFR Funds.

Debt Service Fund is used to account for the payment of general long-term debt principal and interest. The I&S tax levy generated annually and residing in this fund is legally restricted for Town debt that is supported by the tax pledge.

Capital Project Funds are used to account for the acquisition or construction of major capital facilities other than those financed by enterprise activities.

Proprietary Funds: *Enterprise Funds* include the Town’s “business like” activities including the utility funds.

Internal Service Funds account for goods or services provided by one internal department to another. The Town currently does not use these funds.

IV. OPERATING BUDGET MANAGEMENT

BUDGETARY ACCOUNTING BASIS. The Town’s accounting records for general governmental operations are maintained on a modified accrual basis according to Generally Accepted Accounting Principles (GAAP). The Town budgets resources on a fiscal year which begins on October 1 and runs through September 30. The revenues are recorded when actually received, and expenditures are recorded when the liability is incurred. Accounting records for the Town’s proprietary funds are maintained on a full accrual basis. For example, expenditures are recognized when a liability is incurred, and revenues are recognized when they are obligated to the Town. Depreciation is budgeted as an operating expense. Capital purchases for the proprietary funds are listed in the budget document in order that proposed purchases can be reviewed by the Town Council. The budgetary accounting basis follows GAAP except that fund balances/retained earnings are presented in the budget as a measure of available, spendable resources. Unexpended appropriations for budgeted funds lapse at fiscal year-end, except for appropriations for Capital Project Funds, which are for the length of the project.

OVERVIEW. Budgeting is an essential element of the financial planning, control and evaluation process of municipal government. The annual budget reflects the general short-term policies of the Town Council as the elected representatives of the citizens of Argyle; serves as an operating plan the new fiscal year; provides fiscal policy direction to the Town Staff; and provides a basis of accountability to the taxpayers for their investment of tax dollars. The Town’s “operating budget” comprises governmental and proprietary funds, including the Debt Service Fund, and various capital improvement funds. The operating budget is linked to goals and objectives in the Council’s financial and strategic plans.

PREPARATION. The budget is prepared by the Town Manager with the cooperation of all Town departments, and is submitted to the Town Council. The budget should be presented to the Town Council no later than sixty (60) days prior to fiscal year end, and should be enacted by the Town Council prior to fiscal year end.

The base budget represents funding for the current level of service, and does not include capital outlay, new programs or new services. Any item requested for capital outlay, new programs or new services is shown as a Supplemental Funding Package. Supplemental Funding Packages are above and beyond the prior year base, and are considered individually for funding approval.

The budget review process shall include Council participation in the development of the overall goals and objectives for the upcoming fiscal year, and a Public Hearing to allow for citizen participation in the budget preparation. The budget process shall span sufficient time to address policy and fiscal issues by the Council.

A copy of the proposed budget shall be filed with the Town Secretary when it is submitted to the Town Council in accordance with State Law. Additionally, it will be posted on the Town's website.

Upon the presentation of a proposed budget document to the Council, the Council shall call and publicize a public hearing. The Council will subsequently adopt by Ordinance such budget as it may have been amended as the Town's Annual Budget, effective for the fiscal year beginning on the first day of October.

BALANCED BUDGET. The goal of the Town is to adopt and maintain a balanced operating budget using sustainable funding sources that are expected to continue to be available in subsequent fiscal years. We will strive to maintain operations coverage of 1.0 (one), such that operating revenues will at least equal or exceed current operating expenditures. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Section VIII. Excess balances in operating funds from previous fiscal years shall remain in the fund in which they were appropriated until either such excess balances are proposed and adopted pursuant to Section VIII of this policy; until they are used to reduce outstanding debt obligations of the Town; or both.

PLANNING. The budget process will be coordinated so as to identify major policy issues for Town Council consideration several months prior to the budget approval date so that proper decision analysis can be made.

REPORTING. Periodic financial reports will be prepared to enable the Department Directors to manage their budgets and to enable the Director of Finance to monitor and control the budget as authorized by the Town Manager. Summary financial reports will be presented to the Town Council quarterly. These reports will be in a format appropriate to enable the Town Council to understand the overall budget and financial status.

CONTROL AND ACCOUNTABILITY. Each Department Director, appointed by the Town Manager, will be responsible for the administration of his/her departmental budget. This includes accomplishing the Goals and Objectives adopted as part of the budget and monitoring each department budget for compliance with spending limitations.

AMENDING. In case of grave public necessity, emergency expenditures to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget may, from time to time, be authorized, upon the affirmative vote of a majority of the full membership of the council as amendments or supplements to the original budget. Such supplements and amendments shall be approved in an ordinance and shall be filed with the original budget.

V. REVENUE MANAGEMENT

The Town will strive for the following optimum characteristics in its revenue system:

SIMPLICITY. The Town, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs for the taxpayer or service recipient. A corresponding decrease in the Town's costs for collection and a reduction in avoidance to pay will thus result.

CERTAINTY. A knowledge and understanding of revenue sources increases the reliability of the revenue system. The Town will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.

EQUITY. The Town shall require that there be a balance in the revenue system; i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

ADMINISTRATION. The benefits of a revenue type will exceed the cost of producing the revenue. The collection process will be reviewed periodically for cost effectiveness as a part of the indirect cost and cost of service analysis.

DIVERSIFICATION AND STABILITY. In order to protect from fluctuations in a revenue source due to fluctuations in the economy and variations of other factors, diversified revenue sources will be pursued and maintained in order to stabilize total revenue.

CONSERVATIVE ESTIMATION OF REVENUE. In order to mitigate the effects of fluctuations in a revenue source due to fluctuations in the economy and variations of other factors, all revenues will be conservatively estimated with the exception of property tax and inter-fund transfers.

COST/BENEFIT OF ABATEMENT. The Town will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such caution.

NON-RECURRING REVENUES. One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs. They will not be used for budget balancing purposes. Non-recurring revenues may be allocated to a specific fund(s) with the approval of the Town Council.

PROPERTY TAX REVENUES. All real and business personal property located within the Town shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the Town by the Central Appraisal District. Reappraisal and reassessment shall be done regularly as required by State law.

The adopted tax rate should not exceed the rollback rate as computed by Truth in Taxation laws.

Property tax revenues will be estimated based on the actual percentage of collections for the prior year, net of any unusual or non-recurring activity.

SALES TAX. Sales tax revenue projections shall be conservative due to the volatile nature of this economically sensitive revenue source.

USER-BASED FEES. For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be a periodic review of fees and charges to ensure that fees provide adequate coverage of costs of services.

WASTEWATER RATES. The Town will review and adopt wastewater rates periodically that will generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations; however, it is best that any extra cash balance be used instead to finance capital projects.

VI. EXPENDITURE CONTROL

APPROPRIATIONS. The level of budgetary control is the Department level in the Governmental and Proprietary Funds, and the Fund level in all other funds. Budget appropriation amendments at lower levels shall be made in accordance with applicable administrative procedures.

PURCHASING. The Town Manager, or his/her designee, shall be designated as the Town’s purchasing agent. All Town purchases of goods or services will be made in accordance with the Town’s current Purchasing Policy and with State law. The purchasing agent is authorized to determine which method of procurement provides the best value to the Town in accordance with Chapters 252 and 271 of the Texas Local Government Code. State law requires any purchase of goods or materials over \$50,000 be formally bid. The Town’s Purchasing Policy requires all contracts greater than \$25,000 be approved by the Town Council. All purchases shall require advance approval of the appropriate supervisor, department director, or Town Manager in accordance with the guidelines below:

<u>Dollar Limits</u>	<u>Required Approvals:</u>
Under \$500	Supervisor or Department Director
\$500 - \$5,000	Supervisor and Department Director
\$5,001 - \$25,000	Department Director and Purchasing Agent
\$25,000 and above	Department Director, Purchasing Agent and Town Council

PROMPT PAYMENT. All invoices approved for payment by the proper Town authorities shall be paid by the Finance Department according to state law. The Director of Finance shall establish and maintain proper procedures which will enable the Town to take advantage of all

purchase discounts, when possible, except in the instance where payments can be reasonably and legally delayed in order to maximize the Town's investable cash.

RISK MANAGEMENT. The Town will aggressively pursue every opportunity to provide for the public's and Town employees' safety and to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks.

VII. ASSET MANAGEMENT

The Town Council has formally approved a separate Investment Policy for the Town of Argyle that meets the requirements of the Public Funds Investment Act (PFIA), Section 2256 of the Texas Local Government Code. This policy is reviewed annually by the Town Council and applies to all financial assets held by the Town and applies to all entities (component units) included in the Town Annual Financial Report and/or managed by the Town.

INVESTMENTS. The Director of Finance shall promptly invest all Town funds in accordance with the provisions of the current Bank Depository Agreement or in accordance with the Town Council approved Investment Policy.

The Town's Investment Policy stipulates that the Investment Officers shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. This report is included with the quarterly Council Budget Summary presented throughout the year.

CASH/TREASURY MANAGEMENT. Periodic review of cash flow position will be performed to determine performance of cash management and investment policies. A detailed policy structure will be followed with respect to Cash/Treasury Management. All Town funds are managed and invested with four primary objectives in mind which are: (1) safety and preservation of principal, (2) liquidity, (3) maintenance of public trust, and (4) yield. Where legally permitted, pooling of investments may be done. The Town will adhere to the investments authorized through the Town Council approved investment policies.

The Town's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including property tax payments, building and related permits and licenses, court fines, utility bills, and other collection offices as appropriate.

FIXED ASSETS AND INVENTORY. These assets will be reasonably safeguarded, properly accounted for, and prudently insured.

A fixed asset of the Town shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land or buildings, with the cost or value of such acquisition being \$5,000 or more with an expected useful life greater than one year.

The Town's fixed assets shall be reasonably safeguarded, properly accounted for and sufficiently insured. Responsibility for the safeguarding of the Town's fixed assets lies with the Department Director in whose department the fixed asset is assigned. The Finance Division shall maintain the permanent records of the Town's fixed assets including description, cost, department of responsibility, date of acquisition, depreciation and expected useful life. The Finance Division shall also perform an annual inventory of assets using random sampling at the department level. Such inventory shall be performed by the Director of Finance or his or her designee in the presence of designated department personnel from the department of responsibility.

COMPUTER SYSTEM / DATA SECURITY. The Town shall provide security of its computer system and data files through physical security. The main computer systems (servers) shall be in a location inaccessible to unauthorized personnel. On a frequent and scheduled basis, backup files of system data will be stored off premises for safekeeping.

In addition, the Town will take all prudent steps to ensure that the accessibility and integrity of the Town's computer and information systems will be protected from viruses, unauthorized access, and other such threats and hazards.

VIII. CAPITAL BUDGET AND PROGRAM

PREPARATION. The Town's capital budget will include all capital project funds and all capital resources. The budget will be prepared annually. The capital budget will be prepared as directed by the Town Manager with the involvement of all required Town departments.

CONTROL. All capital project expenditures must be appropriated in the capital budget and formally appropriated by a budget ordinance. The appropriation is multi-year through the life of the project. Any remaining appropriations lapse at the end of the project. The Finance Department must certify the availability of resources so any appropriation can be made before a capital project contract is presented to the Council for approval. A capital project status report will be prepared quarterly and included in the Council quarterly updates. The status report will show the following for each active project: funding sources, original budget, change orders, encumbered funds (purchase orders), project to date expenditures, and remaining available budget.

PROGRAM PLANNING. The annual capital budget will be taken from a rolling 5-year capital improvement program plan used for planning purposes. The replacement and maintenance for capital items should also be projected for the next five years. Future maintenance and operational costs will be considered so that these costs can be included in the operating budget.

FINANCING PROGRAMS. System expansion could be funded by new debt or use of available resources. Where applicable, assessments, pro-rata charges, or other fees should also be used to fund capital projects, which have a primary benefit to specific, identifiable property owners.

Recognizing that long-term debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives that equal or exceed the average life of the debt issue.

The exceptions to this requirement are the traditional costs of marketing and issuing debt, capitalized labor for design and construction of capital projects, and small component parts which are attached to major equipment purchases.

INFRASTRUCTURE MAINTENANCE. The Town recognizes that deferred maintenance increases future capital costs. Therefore, a portion of the General Fund and Street Maintenance Sales Tax Budgets may be set aside each year to maintain the quality of the Town's infrastructures.

Replacement schedules should be developed in order to anticipate the inevitable ongoing obsolescence of infrastructure.

In addition to infrastructure maintenance, the Town will plan for the replacement of other assets such as vehicles and equipment by establishing replacement schedules as needed.

IX. FUND BALANCE POLICY & RESERVES

The Town's Fund Balance is the accumulated difference between assets and liabilities within governmental funds. The primary purpose of this policy is to establish guidelines for fund balance levels for the Town of Argyle's governmental and proprietary funds. It is essential that the Town maintain minimum reserves in the ending fund balances/working capital to provide a healthy financial base for the Town. This base allows the Town to mitigate financial risk that can occur from unforeseen revenue shortfalls, unanticipated expenditures, emergencies or any other adverse circumstances, ensuring stability of Town operations by providing available resources to implement budgeted expenditures without regard to timing of cash flows.

DEFINITIONS:

Nonspendable – includes inherently non-spendable assets that will never convert to cash, as well as assets that will not convert to cash soon enough to affect the current financial period. Assets in this category are inventory, prepaid items and non-financial assets held for resale.

Restricted – represents the portion of fund balance that is subject to legal restrictions, such as grants and bond proceeds.

Committed – describes the portion of fund balance that is constrained by the limitations the Town Council has imposed upon itself, and remains binding unless the Town Council removes the limitation.

Assigned – is that portion of fund balance that reflects the Town's *intended* use of the resource and is established in a less formal method by the Town for that designated purpose. The General Fund cannot assign its fund balance.

Unassigned – represents funds that cannot be properly classified in one of the other four categories.

Enabling Legislation. Authorizes the government to assess, levy, charge, or otherwise mandate payment of resources and includes a legally enforceable requirement that those resources be used only for the specific purpose.

General Fund. A fund that accounts for all financial resources not accounted for and reported in another fund.

Special Revenue Fund. A fund whose revenue source(s) is restricted or committed to a specific purpose other than capital projects or debt service. Usually has one or more revenue resources that is not a transfer from another fund.

Capital Projects Fund. A fund that accounts for all financial resources that are restricted, committed, or assigned to expenditures for capital outlays.

Debt Service Fund. A fund that accounts for all financial resources that are restricted, committed, or assigned to expenditures for principal and interest of debt obligations.

Enterprise Fund. A fund that accounts for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the cost of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Working Capital. The measurement of the operating liquidity of an enterprise fund by subtracting the current liabilities from the current assets.

PRIORITY OF FUND BALANCE CATEGORIES:

In lieu of a policy for unrestricted fund balance, funds that are constrained in the remaining categories will be used in the order of: 1) committed, 2) assigned, 3) unassigned. Therefore, when multiple categories of fund balance are available for expenditure (i.e. a construction project funded partly by 1) a grant, 2) funds set aside by the Town Council, & 3) unassigned funds), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds. Normally, this would result in the use of restricted, then committed, then assigned, and lastly unassigned fund balance.

COMMITTED FUND BALANCE AUTHORITY:

The Town Council is the Town's highest level of decision making authority and the formal action that is required to approve, modify, or remove a fund balance commitment is an ordinance adopted by the Town Council. The ordinance must adopt or rescind the commitment, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period. A committed fund balance should incorporate contractual obligations

to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual obligations.

ASSIGNED FUND BALANCE AUTHORITY:

The Town Council authorizes the Town Manager or his/her designee as the official authorized person to assign fund balance to a specific purpose approved by this policy. The specific purpose of an assigned fund balance can include, but is not limited to, an appropriation of existing fund balance to eliminate a projected deficit in the subsequent year's budget in an amount not to exceed the projected excess of expenditures over revenues. Additionally, the assigned fund balance will include remaining amounts that are reported in the governmental funds (aside from the General Fund), except negative amounts. Assignments in the General Fund are amounts that are intended to be used for a specific purpose that is narrower than the general purpose of the government itself. And, governments cannot assign an amount to a specific purpose if it would cause a deficit in the unassigned fund balance.

MINIMUM UNASSIGNED FUND BALANCE:

It is the goal of the Town of Argyle to achieve and maintain an unassigned fund balance in the general fund equal to a minimum of one hundred and twenty (120) days (33%) of budgeted expenditures for unanticipated expenditures, unforeseen revenue fluctuations, or other adverse circumstances. The fund balance level, however, may be reduced to the equivalent of seventy-five (75) days (20.83%) of budgeted expenditures in unusual financial circumstances, as determined by the Town Council.

Moreover, if such a situation occurs, the Town will implement necessary corrective action, in which the Town Manager will submit a plan to restore the unassigned fund balance to the equivalent of one hundred and twenty (120) days (33%) of budgeted expenditures as soon as economic conditions allow. These steps include, but are not limited to, identifying nonrecurring, or alternative sources of revenue; increasing existing revenues, charges and/or fees; use of year-end surpluses; enacting cost saving measures, such as holding capital purchases; reducing departmental operating budgets; freezing vacant positions; and/or reducing the workforce. The time period to replenish the fund balance shall be defined within the Town Manager's plan submittal.

NON-GOVERNMENTAL FUND BALANCE:

The fund balance categories discussed above do not apply to proprietary funds according to GASB 54. Although it is not required by GASB, the Town of Argyle recognizes the need for a minimum working capital policy for the proprietary funds maintained by the Town, such as the Wastewater Fund. Therefore, the Wastewater Fund shall maintain its goal of a working capital amount equivalent to 120 days of operational expenses excluding capital outlays. If the working capital falls below the desired level, the Town will implement the necessary corrective action, in which the Town Manager or designee will submit a plan to restore its working capital to the desired level within the time period specified in the plan. These steps include, but are not limited to, enacting cost saving measures; increasing user charges; holding capital purchases; freezing

positions; and/or reducing the workforce.

CAPITAL AND DEBT SERVICE FUNDS. Revenues in the Debt Service Fund are stable, based exclusively on property tax revenues and transfers from other funds. Reserves in the Debt Service Fund are designed to provide funding between the date of issuance of new debt and the time that property tax levies are adjusted to reflect the additional debt.

X. FINANCIAL CONDITIONS

OPERATIONAL COVERAGE. The Town will maintain a balanced budget whereby operating revenues will be greater than or equal to operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in this policy.

LIABILITIES AND RECEIVABLES. Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of receiving the invoice, unless we have been asked to hold same by the Town Manager or a department head. Accounts Receivable procedures will target collection for a maximum of 30 days of service. The Director of Finance is authorized to write-off non-collectible, non-utility accounts delinquent more than 180 days, provided proper delinquency procedures have been followed, and include this information in the annual report to the Town Council.

CAPITAL PROJECT FUNDS. Every effort will be made for all monies within the Capital Project Funds to be expended in a timely manner, preferably within thirty-six (36) months of receipt. The fund balance will be invested and income generated will offset increases in construction costs or other costs associated with the project. Capital project funds are intended to be expended totally. Unexpected excess funds may be transferred to the Debt Service fund to service project-related debt service.

GENERAL DEBT SERVICE FUNDS. Revenues within this fund are stable, based on property tax revenues. Balances are maintained to meet contingencies and to make certain that the next year's debt service payments may be met in a timely manner. Fund balance should not fall below 45 days of annual debt service requirements, in accordance with IRS guidelines.

INVESTMENT OF RESERVE FUNDS. The reserve funds will be invested in accordance with the Town's investment policy.

XI. DEBT MANAGEMENT

The purpose of this policy is to establish parameters and provide guidance governing the issuance, management, continuing evaluation of, and reporting on all debt obligations issued by the Town of Argyle.

CONDITIONS FOR DEBT ISSUANCE & TYPES OF DEBT. Long-term debt will be used for major, non-recurring capital items with a minimum three years useful life. Maximum maturity is set at the expected useful life of the asset(s) being financed. Long-term debt will not be used for operating purposes.

Types of debt financing include general obligation bonds, revenue bonds, certificates of obligation, tax notes, lease/purchase agreements and other obligations.

Net present value savings for refunding bonds as a percentage of the refunding bonds should be at least 3 to 5 percent.

FINANCING ALTERNATIVES. Long-term debt financing will be considered for non-continuous capital improvements for which future citizens will receive benefit. Alternatives for financing will be explored prior to debt issuance and include, but not limited to:

- Grants and other aid
- Use of Reserve Funds
- Use of current revenues
- Contributions from developers and others
- Leases
- Impact Fees

DISCLOSURE. Full disclosure will be made to bond rating agencies and other users of financial information. The Town staff, with the assistance of financial advisors and bond counsel, will prepare necessary materials for presentation to rating agencies, will aid in the production of offering statements, and will take responsibility for the accuracy of all financial information released. The Town will seek to maintain and, if possible, improve our current bond rating in order to minimize borrowing costs and preserve access to credit.

FEDERAL REQUIREMENTS. The Town will maintain procedures to comply with arbitrage rebate and other Federal requirements.

DEBT ISSUANCE. The Town will generally conduct financing on a competitive basis. However, negotiated financings may be used due to market volatility or the use of an unusual or complex financing or security structure. In situations where a competitive bidding process is not elected, the Town will publicly present the reasons why and the Town will participate with the financial advisor in the selection of the underwriter or direct purchaser.

The Town employs outside financial specialists to assist it in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors.

RESTRICTIONS ON DEBT ISSUANCE. In accordance with State law, the Town will not issue bonds or incur other indebtedness for any purpose in an amount which, with all outstanding and unpaid indebtedness will exceed the State of Texas statutory limit.

Statutes of the State of Texas (Article 11 of the State of Texas Constitution) limit the maximum amount of ad valorem tax that can be levied by a general law city with a population of less than 5,000, to no more than \$1.50 per \$100 of assessed valuation. A portion of the \$1.50 maximum is used for the maintenance and operations portion of the tax levy. The State Attorney General's Office generally does not approve a bond issue that is to be funded from a debt service tax levy of more than \$0.90.

XII. INTERNAL CONTROLS

WRITTEN PROCEDURES. Wherever possible, written procedures will be established and maintained by the Director of Finance for all functions involving cash handling and /or accounting throughout the Town. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement. These procedures are subject to audit at any time to prevent the potential for fraud. Programs to be audited include cash handling, credit card purchases, time entry, fuel consumption, and travel. All discrepancies will be identified, and the Department Director will be notified. The Town Manager will also be notified depending on the seriousness of the infraction.

CASH HANDLING AND DEPOSITS. All funds received on behalf of the Town of Argyle and its component units must be deposited in accordance with procedures set up in the Cash Handling Policy. All departments that collect cash and checks are responsible for properly safeguarding, recording, reconciling and depositing funds promptly.

ACCOUNT RECONCILIATION. The application of good financial management requires the prompt reconciliation of accounts. Departmental revenue and expenditure accounts are monitored for budgetary compliance monthly by concerned departments. The general ledger balance sheet accounts are reviewed by the Finance Director. Reconciliations should be performed between control accounts maintained in the general ledger and the subsidiary ledgers. The reasons for differences noted should be investigated and any adjustments properly processed. Any necessary adjustments to account balances are to be made by the Finance Director as soon as reasonably possible.

DEPARTMENT DIRECTOR'S RESPONSIBILITY. Each Department Director is responsible to ensure that good internal controls are followed throughout his or her Department, that all Finance Division directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

XIII. STAFFING

Realizing the importance and contribution of employees in achieving and maintaining the goals and objectives of the Council, the Town's goal as an employer is to attract and retain quality employees who provide excellent, friendly services to our community in an effective and efficient manner.

ADEQUATE STAFFING. Staffing levels will be adequate for the operations and programs of the Town to be conducted efficiently and effectively. In order to provide continuing services to a growing population, as well as add new services, staffing levels will be evaluated regularly to determine workloads. Workload allocation alternatives, such as contract labor and contracted

services, will be explored before adding additional staff. Overtime shall be used only to address temporary or seasonal demands that require excessive hours.

COMPETITIVE COMPENSATION. In order to maintain a competitive pay scale, the Town is implementing a *Competitive Employee Compensation Maintenance Policy* to address competitive market factor and other issues impacting compensation. The program consists of:

1. **Pay Scale Review** – To ensure the Town’s pay system is accurate and competitive within the market, the Town will review its pay plan for any potential market adjustments necessary to maintain the Town’s pay scale. The Town shall utilize a salary survey, as well as data from other benchmark cities, as a reference for making market-based adjustments. Market based adjustments are based upon the job duties and job descriptions of the position, not on performance of the employee within the position.
2. **Pay for Performance** – The Town utilizes a merit based pay plan as a part of the overall compensation system. Council may fund merit increases annually during the budget process to aid in retaining and rewarding quality employees for productivity and job performance. These merit based adjustments are recommended by the employee’s immediate supervisor and reviewed by both the Department Director and the Town Manager. Employees may receive a merit increase upon approval of the Town Manager based upon the previous year’s annual performance evaluation, or when other situations warrant this type of increase, such as reclassification due to additional job duties. The percentage adjustments are determined by the employee’s position within their pay grade, including merit adjustments for productivity and quality performance during the previous fiscal year. In addition, the Town may also choose to fund a one-time payment for performance that exceeds expectations during the review period.
3. **Cost of Living Adjustment (COLA)** – To protect Town employees from the effects of general inflation, the Town may fund a COLA adjustment for all regular employees not included in a defined pay plan. The COLA will be based on a three-year rolling average for the Consumer Price Index (CPI) reported by the U.S. Bureau of Labor Statistics for Southern cities pertinent to Argyle’s population.

XIV. TRAINING

The Town will support the continuing education efforts of all staff including the investment in time and materials for maintaining a current perspective concerning communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

To the fullest extent possible, written documentation of tasks and procedures will be developed and maintained as both an aid to personnel training and an element of effective management.

AWARDS, CREDENTIALS, RECOGNITION. The Town will support efforts and involvements that result in meeting standards and receiving exemplary recitations on behalf of the Town’s fiscal policies, practices, processes, products, or personnel.



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a resolution authorizing the Town Manager to execute and accept the Texas Parks and Wildlife Department (TPWD) Local Park Grant Project Agreement and associated documents outlining the terms and conditions for acceptance of the Non-Urban Outdoor Recreation Grant award for the Argyle Community Park.

Staff:

Paul Frederiksen, Town Manager

Background:

On Tuesday, September 8, 2015, Town Council held a public hearing and authorized the staff to submit a grant application to the Texas Parks and Wildlife Department (TPWD), Local Parks Non-Urban Outdoor Grant Program. The grant application included a site plan proposed to make essential renovations and improvements to park and ballfield facilities located at the Argyle Intermediate School, 800 Eagle Drive, Argyle, Texas 76226 on approximately fifteen (15) acres, a portion of which is located in the 100-year floodplain. Improvements include, but are not limited to, additional playground/recreation equipment and facilities, walking trails, benches, picnic tables and pavilion enhancements. In partnership with Argyle ISD, the school district approved the preliminary site plan at their meeting held Monday, August 17, 2015 and authorized a long-term lease agreement (subject to a successful award of a grant to the Town) at their Board meeting on Monday, September 21, 2015.

On Thursday, March 24, 2016 the Texas Parks and Wildlife Commission approved the funding for the Town of Argyle, Local Parks Non-Urban Outdoor grant application; with our application ranking number 2 out of 22 applicants. The award provides a 50% matching grant on a reimbursement basis.

Financial Impact:

\$1,350,000 to be allocated in the upcoming FY 2016/2017 Budget

Staff Recommendation:

Approval

Requested Action:

Motion to approve a resolution authorizing the Town Manager to execute and accept the Texas Parks and Wildlife Department (TPWD) Local Park Grant Project Agreement and associated documents outlining the terms and conditions for acceptance of the Non-Urban Outdoor Recreation Grant award for the Argyle Community Park.

Attachments:

Resolution

Agreement by and between the Town of Argyle and the Texas Parks and Wildlife Department
Completed Local Parks Non-Urban Outdoor Grant Application

Executed Lease agreement by and between the Town of Argyle and Argyle ISD

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2016-xx**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS APPROVING THE LOCAL PARK GRANT PROJECT AGREEMENT AND ASSOCIATED DOCUMENTS BY AND BETWEEN THE TOWN OF ARGYLE AND THE TEXAS PARKS AND WILDLIFE DEPARTMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS ON BEHALF OF THE TOWN OF ARGYLE, TEXAS.

WHEREAS, the Town of Argyle desires to execute the Local Park Grant Project Agreement with the Texas Parks and Wildlife Department (TPWD) as required as a grant award winner for the local parks non-urban outdoor grant to fund the design and construction of the Argyle Community Park.

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 the Local Park Grant Project Agreement (attached as Exhibit "A") and associated documents by and between the Town of Argyle and the Texas Parks and Wildlife Department, and further authorizes the Town Manager to execute said agreement and documents on behalf of the Town of Argyle, Texas.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this the 28th day of June, 2016.

TOWN OF ARGYLE, TEXAS

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

Approved as to Form and Legality:

Matthew C. G. Boyle, Town Attorney



Sent through RGO

Life's better outside.®

Mr. Paul Frederiksen
Town Manager
P O Box 609
Argyle TX 76226

Commissioners

T. Dan Friedkin
Chairman
Houston

Ralph H. Duggins
Vice-Chairman
Fort Worth

Anna B. Galo
Laredo

Bill Jones
Austin

Jeanne W. Latimer
San Antonio

James H. Lee
Houston

S. Reed Morian
Houston

Dick Scott
Wimberley

Kelcy L. Warren
Dallas

Lee M. Bass
Chairman-Emeritus
Fort Worth

Re: Argyle Community Park
50-000472

Dear Mr. Frederiksen:

On **March 24, 2016**, the Texas Parks and Wildlife Commission approved the City's grant proposal for Community Park through the Texas Recreation and Parks Account.

Please print, sign, and upload the attached grant agreement, and associated documents under the assigned task in RGO. Once we have received the executed grant agreement, the required pre-construction tasks will appear. It is imperative that you do not start construction on your project without a "Notice to Proceed" from TPWD.

For additional information you can find the "Instructions for Approved Projects" manual under the Resources tab in RGO. We have also attached comments to this packet from the resource review conducted on your application.

If planning a groundbreaking or park dedication ceremony please let us know ASAP so we can get it on our calendar. We would also like to encourage you to notify your state and local officials.

I will be your project coordinator and can be reached at 512-389-8109 or at roxane.eley@tpwd.texas.gov. I look forward to working with you on the successful completion of this project.

Sincerely,

Roxane Eley
Senior Grants Coordinator
Local Park Grants Program
Recreation Grants Branch

TEXAS PARKS AND WILDLIFE

Recreation Grants Branch

To assist you in accepting your recently approved grant, please note the list of documents that require the signature of the official point of contact, originally identified in the resolution submitted with the grant application.

After ensuring all documents have been signed, ***scan only the signed documents*** and upload them as a single document under the assigned task in RGO at:

tpwd-recgrants.fluidreview.com

- Project Agreement
- General Provisions
- Certificate of Land Dedication
- Summary of Guidelines
- Project Boundary Map

Please contact your TPWD Project Coordinator if you have any questions regarding these documents.

For TPWD use only PO#: _____ DUNS#: _____ CFDA#: N/A



TEXAS PARKS AND WILDLIFE DEPARTMENT
LOCAL PARK GRANT PROJECT AGREEMENT

TEXAS RECREATION & PARKS ACCOUNT

Project Sponsor and Name: ARGYLE Community Park

Project Number: 50-000472

Project Period: TPWD Approval Date to July 15, 2019

Total Project Cost: \$ 1,000,000.00

Approved State Funds: \$ 500,000.00

* * *

PROJECT DESCRIPTION (SCOPE):

The Town of Argyle will lease 15.7 acres from the Argyle ISD and develop Community Park to include a trail (with fly ash); baseball field lighting, fencing and accessibility compliance; softball field lighting, fencing and accessibility compliance; an unlighted softball field, pavilion/outdoor classroom with interpretive signs and picnic tables (recycled timbers); soccer field; multi-purpose court with one basketball goal; sand volleyball court; playground; benches (recycled timbers); Xeriscape planting with drip irrigation and rainwater collection system; trees with drip irrigation; and program signs.

Argyle Community Park is located at 800 Eagle Drive, Argyle, Denton County, Texas.

For and in consideration of the mutual covenants and benefits hereof, the Texas Parks and Wildlife Department ("Department") and the "Sponsor" hereby contract with respect to the above described project as follows:

1. The Sponsor is obligated to adhere to all requirements established for the Local Park Grant Program including program guidelines set out at 31 TAC Sec. 61.132-61.139.
2. No work on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.
3. The Sponsor shall furnish the Department an annual report every August 1st for a period of five years following the project completion, providing to the satisfaction of the Department information regarding present and anticipated use and development of the project site.
4. The Sponsor shall install and maintain at the project site a permanent fund acknowledgment sign as prescribed by the Department.
5. All utilities at the project site shall be underground and approved by the Department.
6. The General Provisions dated February 2008 attached hereto are hereby made part of this agreement.

- 7. The Summary of Guidelines for Administration of Local Park Grant Program or LWCF Acquisition and Development Projects dated January 2008 attached hereto is hereby made part of this agreement.
- 8. The original application and supplemental documentation submitted by the sponsor are hereby made part of this agreement.
- 9. The Agreement is effective upon execution by the Department.

* * *

TEXAS PARKS AND WILDLIFE DEPARTMENT

by 

Brent Leisure, State Parks Division Director
Name and Title

6-8-16

TPWD Approval Date

TOWN OF ARGYLE

Political Subdivision (Sponsor)

by _____

Paul Frederiksen, Town Manager
Name and Title

N/A or SAM, Date/Initials: 04/11/2016-re

LOCAL PARK GRANT PROGRAM
TEXAS RECREATION AND PARKS ACCOUNT
GENERAL PROVISIONS

Revised May 2016

I. Definitions

- A. The term "Department" as used herein means the Texas Parks & Wildlife Department or any representative delegated authority to act on behalf of the Department.
- B. The term "Project" as used herein means a single project which is the subject of this project agreement.
- C. The term "Sponsor" as used herein means the political subdivision which is party to the project agreement.
- D. The term "LPGP" as used herein means the Local Park Grant Program.
- E. The term "Manual" as used herein means the Local Park Grant Programs Manual.

II. Continuing Assurances

- A. The parties to the project agreement specifically recognize that receipt of program assistance creates an obligation to maintain the property described in the project agreement consistent with the Manual, and the following requirements:
- B. The sponsor agrees that the property described in the project agreement and in the dated project boundary map made part of that agreement is being acquired or developed with program assistance, and that it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity, or for the term of the lease in the case of leased property.
- C. The sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement.
- D. The sponsor agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by the Retention, Operation & Maintenance Responsibilities guidelines of the Manual.
- E. The sponsor agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with program assistance and that it cannot be converted to other than public recreation use.
- F. Nondiscrimination
 The sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,
 - 1. prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.
 - 2. prohibits discriminating against any person on the basis of residence.

III. Project Assurances

A. Applicable Circulars

The Sponsor shall comply with applicable regulations, policies, guidelines and requirements including State Uniform Grant and Contract Management Act, Federal Office of Management and Budget 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as they relate to the application, acceptance and use of State funds for grant assisted projects.

It is the responsibility of the grant sponsor to have a Single Audit done annually according to the Texas Single Audit Circular for state funded projects and according to OMB 2 CFR Part 200 for federally funded projects. A copy of this audit must be furnished to the Department when completed.

TEXAS RECREATION & PARKS ACCOUNT
GENERAL PROVISIONS-Continued

B. Project Application

1. The application for state assistance bearing the same project name as the agreement and associated documents is by this reference made a part of the agreement.
2. The sponsor possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the sponsor to act in connection with the application and to provide such additional information as may be required.
3. The sponsor has the ability and intention to finance the non-State share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval by the Parks and Wildlife Commission and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
3. The sponsor will require the facility to be designed to comply with the minimum requirements for accessibility for the handicapped in conformance with the Texas Architectural Barriers Act (Article 9102 - Texas Civil Statutes), and the Americans with Disabilities Act of 1990 (PL 101-336). The sponsor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
4. The sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the sponsor shall bring the project to the point of recreational usefulness agreed upon by the sponsor and the Department.
6. The sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site to ensure that the completed work conforms with approved plans and specifications.
7. The sponsor shall furnish quarterly progress status reports to the Department beginning with the date of Parks & Wildlife Commission approval.
8. The sponsor will comply with the provisions of: Executive order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 975.
9. The sponsor will assist the Department in its compliance with the Texas Antiquities Code (Revised 9/1/87) by
 - (a) consulting with the Texas Antiquities Committee on the conduct of investigations, as necessary, to identify properties listed or eligible for listing as State Archeological Landmarks, and to notify the Department of the existence of any such properties, and by
 - (b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

D. Construction

Construction by the sponsor shall meet the following requirements:

1. Contracts for construction must be in compliance with the Local Government Code Chapter 252 (for municipalities), Chapter 262 (for counties), and Chapter 375 (for municipal utility districts). Copies of all advertisements, bids and a copy of the contract shall be provided to the Department.
2. The sponsor shall inform all bidders on contracts for construction that program funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.
4. The sponsor shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

TEXAS RECREATION & PARKS ACCOUNT
GENERAL PROVISIONS-Continued

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, 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, religion, color, gender or national origin.
- (b) 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, religion, color, sex, or national origin.
- (c) 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 by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974)), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include 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 No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contract will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Conflict of Interests

1. No official or employee of the State or local government who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.
2. No person performing services for the State or local government in connection with this project shall have a financial or other personal interest other than his employment or retention by the State or local government, in any contract or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.

F. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth by the Manual.

G. Project Administration

The sponsor shall promptly submit such reports and documentation as the Department may request.

H. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditures report for the project.
3. Microfilm copies are authorized in lieu of original records.

TEXAS RECREATION & PARKS ACCOUNT
GENERAL PROVISIONS-Continued

- 4. The Department, State Comptroller of Public Accounts, State Auditor Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the sponsor which are pertinent to a specific project for the purpose of making audits, examinations, excerpts and transcripts.

I. Project Termination

- 1. The Department may temporarily suspend program assistance under the project pending corrective action by the sponsor or pending a decision to terminate the grant by the Department.
- 2. The sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the sponsor only by mutual agreement with the Department.
- 3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- 4. The Department or sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the sponsor for the State share of the non-cancelable obligations, property incurred by the sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- 5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the sponsor and the Department, or that all funds provided by the Department be returned.

J. Noncompliance

In the event that the sponsor does not comply with provisions as set forth in the grant project agreement and the Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

- 1. The Department may withhold payment to the sponsor;
- 2. The Department may withhold action on pending projects proposed by the sponsor;
- 3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

* * * * *

I have read the General Provisions and understand that the project sponsor which I represent will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Texas Recreation & Parks Account Program. It is also understood that the General Provisions are part of the grant project agreement.

Project Name and Number: ARGYLE Community Park, Project Number 50-000472

Signature of Official Authorized in Resolution

Paul Frederiksen, Town Manager
Name and Title

Date

TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE

TEXAS RECREATION AND PARKS ACCOUNT PROGRAM

This is to certify that a permanent record shall be kept in the **TOWN OF ARGYLE** public property records and be made available for public inspection to the effect that the property described in the scope of the Project Agreement for **ARGYLE Community Park, Project Number 50-000472**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Texas Recreation and Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

TOWN OF ARGYLE

Political Subdivision

By

Paul Frederiksen, Town Manager

Name and Title

Date

**SUMMARY OF GUIDELINES FOR ADMINISTRATION OF
TEXAS RECREATION & PARKS ACCOUNT
LOCAL PARK GRANT PROJECTS**

(Revised January 2008)

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the sponsor, unless delays result from extraordinary circumstances beyond the sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available funds to other projects, or to deny requests for additional grant funds for new projects:

ACTIVITY	TIME FRAME
Commission Approval	Begin 3-year project period (4-year max)
Grant Agreement Execution (Department & Sponsor)	As soon as possible after Commission approval
Pending Documentation such as: <ul style="list-style-type: none"> • U.S. Army Corps of Engineers 404 • TCEQ Permits • Environmental Resources Survey • THC Cultural Resources Survey and Clearance • TPWD Biological Consultations • ROW Abandonment • Lease/Joint-Use Agreement Execution, etc. 	Within 6 months of grant agreement date
Quarterly Status Reports (beginning with Commission approval)	On or before January 15 th , April 15 th , July 15 th and October 15 th
Appraisal Submission	As soon as possible after grant agreement date
Appraisal Approval	Within 6 months of appraisal submission
Land Acquisition	As soon as possible after appraisal approval
Construction Plan Submission	Within 6 months of land acquisition for projects involving acquisition, or Within 6 months of grant agreement date for development only projects.
Periodic Reimbursement Billings	Every 90 days <u>if possible</u> (minimum \$10,000 request)
Project Completion and Grant Close-Out	Within 3 years after Commission approval (but in no case after the 4 th fiscal year)

SUMMARY OF GUIDELINES (Continued)

The following criteria will be used to determine sponsor eligibility for additional funding:

- Funding history and previous performance
- All previously completed Department sponsored grant projects must be in compliance with all the terms of the Project Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty percent of the approved grant amount; and
- The total of approved grant funds which have not been reimbursed may not exceed \$2 million for all active grant projects.

A grantee may also be considered to be “high risk” based on financial stability or non-conforming management standards, requiring additional special conditions and restrictions as determined by grant management standards.

FAILURE TO MEET ANY ONE OF THE ABOVE CRITERIA MAY BE GROUNDS FOR DENYING NEW GRANT FUNDS. ASSESSMENT OF THE ABOVE CRITERIA IN CONJUNCTION WITH REQUESTS FOR NEW GRANTS WILL BE MADE PRIOR TO SUBMISSION OF FUNDING RECOMMENDATIONS TO THE PARKS AND WILDLIFE COMMISSION.

* * * * *

I have read the “Summary of Guidelines for Administration of Local Park Grant Program Projects” and understand that the project sponsor, which I represent, will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Local Park Grants Program. It is also understood that the “Summary of Guidelines for Administration of Local Park Grant Projects” is part of the grant Project Agreement.

Signature of Official Authorized in Resolution

Date

Paul Frederiksen, Town Manager

Name and Title

ARGYLE Community Park, 50-000472

Project Name and Number

214-553-5778

Alternate Phone Number (Cell)

Optional

(No response)

PARK PROJECT INFORMATION

The entire park is intended to be dedicated parkland, in perpetuity, as a result of receiving park grant funding.

Matching Funds Requested

This is the 50% match amount you are requesting from TPWD as shown in on your Budget Summary.

\$500,000.00

Park Name

Argyle Community Park

County

061 Denton

Physical Address of the Project Site

800 Eagle Drive
Argyle, Texas 76226

Latitude at Park Entrance

As dd.ddddr

Not sure? Click [Here](#)

33.127368

Longitude at Park Entrance

As -dd.ddddd

Not sure? Click [Here](#)

-97.186499

**Texas Senate District Number
for the project location**

NO HISTORIC
PROPERTIES AFFECTED
PROJECT MAY PROCEED
by Justin Kockritz
for Mark Wolfe
State Historic Preservation Officer
Date 2/11/2016
201603484

TEXAS PARKS AND WILDLIFE

OFFICE MEMORANDUM

TO: Lana Daniels
Recreation Grants Program

FROM: Ryan McGillicuddy
Watershed Policy & Management
Inland Fisheries Division

SUBJECT: Fall 2015 Outdoor Grant Application Review

DATE: 02/03/2015

COORDINATION - ROUTING			
DIV.	NAME	INITIAL	DATE
IF	Ryan McGillicuddy		
REMARKS:			
RETURN TO:			

TPWD Inland Fisheries, Coastal Fisheries and Wildlife Division staff has been consulted to assess regulatory compliance and identify potential adverse environmental impacts of proposed Recreation Grant applications. Reviewed applications are separated into four categories, with "Category 1" being of least concern, and "Category 4" being of the greatest concern.

CATEGORY 1

Category 1 includes projects for which none of the considered permits appear to be needed and that staff believes will have no significant adverse environmental impacts as proposed. In general, these projects may further reduce or avoid adverse impacts by implementing appropriate comments in the "General Comments" attachment. Potential permits considered are described in the "Types of Permits" section attached.

Argyle – Argyle Community Park (ERCS# 35983):

TPWD-IF staff believe the project will have no significant adverse environmental impacts to aquatic resources as proposed. Part of the trail to be constructed will be, in part, adjacent to a stream and the distance from the trail to the stream bed is not indicated. Trails along creek banks and lake shores should be set back far enough that they do not cause or exacerbate erosion of the banks, either from construction activities or long-term use.

Questions regarding environmental review of this recreation grant project can be directed to Preston Bean of the Inland Fisheries Division (830-866-3040) or Karen Hardin of the Wildlife Division (903-322-5001).

ATTACHMENT

Types of Permits

- USACE "404" permit (activities affecting wetlands or aquatic areas)
The U.S. Army Corps of Engineers (USACE) should be consulted prior to commencement of projects that propose to place fill material or structures, whether from general land grading activities, buildings, piers, foot bridges or other activities, into wetlands or waters of the U.S. to determine the regulatory status of the proposed activity. Compensation may be required for any encroachment into these areas.
 - TCEQ "401" water quality certification (water quality of wetlands or aquatic areas) (Mr. David Galindo 512-239-0951)
 - TCEQ Water Rights Permit (diversion or impoundment of water in waterways) (TCEQ Water Rights Permitting and Availability Section 512-239-4691)
 - EPA Construction/Stormwater permit (1 or more acres disturbed)
U.S. Environmental Protection Agency should be contacted for projects proposing to disturb one or more acres of land. (Mr. Everett Spencer 214-665-8060 or TCEQ 512-239-4671)
 - USFWS clearance (federally listed threatened & endangered species/habitat)
The U.S. Fish and Wildlife Service (USFWS) should be consulted, if Natural Diversity Database search indicates activities may impact federally listed species or habitat, to assist in the evaluation of the proposed activities that may affect federally listed rare, threatened, or endangered wildlife species. Further consultation or surveys may be necessary to determine impact.
 - TPWD Sand and Gravel permit (disturbance of state navigable waterways or bay bottoms)
The TPWD biologist coordinating the Sand, Shell, Gravel and Marl (SSGM) program should be consulted to evaluate activities involving the disturbance or taking of material from the beds or bottoms of State-navigable streambeds and bay bottoms. (Mr. Tom Heger 512-389-4583)
 - TPWD Aquatic Resource Relocation Plan
If construction occurs during times when water is present and dewatering activities or other harmful construction activities are involved, then TPWD recommends relocating potentially impacted native aquatic resources in conjunction with a *Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters* and an Aquatic Resource Relocation Plan. (Mr. Don Pitts 512-389-8754 or don.pitts@tpwd.texas.gov)
 - TPWD Inland Fisheries Division (Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters)
The TPWD Fisheries Division should be consulted for required permits if any aquatic organisms are to be stocked or relocated within waters of the State. (Ms. Luci Cook-Hildreth 512-389-8750)

Other Recommended Coordination

- TPWD Inland Fisheries Division (establishment and management of pond fisheries)
- TPWD Wildlife Division – Wildscapes or Urban Wildlife Programs (beneficial planting/landscaping/xeriscaping)
 - Urban Wildlife program coordinator - Richard Heilbrun 210-688-6447
 - TPWD Wildscapes program administrator - Mark Klym 512-389-4644

- The Natural Diversity Database should be consulted to assist with the data search for state or federally listed rare, threatened, or endangered plant & wildlife species; as well as other rare or unique habitats and ecological resources. (Mr. Bob Gottfried 512-389-8744)
- TPWD Wildlife Division – Habitat Assessment Program (terrestrial habitat impacts/planting) (Ms. Julie Wicker 512-389-4579)
- TPWD Inland Fisheries Division – Watershed Conservation Team (wetland and aquatic habitat impacts/enhancement/creation) (Mr. Tom Heger 512-389-4583)

General Comments

1. Trails along creek banks and lake shores should be set back far enough that they do not cause or exacerbate erosion of the banks, either from construction activities or long-term use. Pedestrian creek crossovers should be located in areas where vegetation removal or disturbance can be avoided or minimized. The crossovers should span the entire creek channel with the headwalls at or above the top of the bank in order to avoid destabilizing the bed and banks.
2. Impervious vehicular and pedestrian use areas such as roads, walking tracks and parking areas should not impede natural surface water drainage. Stormwater runoff should be treated before discharging into nearby waterways by directing runoff into vegetated swales, retention or detention ponds, or similar pre-treatment areas.
3. Landscaping and revegetation plans should incorporate native plants, including grasses, whenever possible. Locally adapted natives can increase survival and reduce maintenance and watering needs while providing benefits to wildlife. Mowing only essential use areas will allow native grasses to prosper, generally without additional irrigation. Maintenance activities should be reduced as much as feasible in all areas except sport fields and playgrounds, and restricted to after seed-set (late fall) to promote reseeding and increased wildlife value. Enhancement of existing native grasses or prairie remnants can be assisted by limiting mowing practices and reseeding exposed areas with native grasses and forbs. After all, as many communities are learning, access to wildlife for casual recreation is not only a valued public benefit itself, but also a potential boost to the local economy.
4. Disturbance of native vegetation should be avoided or minimized during land alteration activities by using site planning and construction techniques designed to preserve existing native trees, shrubs, grasses and forbs, aquatic and wetland systems. Should any losses be deemed unavoidable, it is recommended that native plant species be used in mitigation and landscaped areas that are beneficial to fish and wildlife endemic to the area. Also, where possible, clearing of understory vegetation should be minimized because such vegetation provides habitat to small mammals and birds. Natural buffers contiguous to wetlands and aquatic systems should remain undisturbed, to preserve wildlife cover, food sources, travel corridors, and protect water quality of wetlands and waterways.
5. Soil erosion and siltation should be minimized using haybales, silt screens, or similar soil erosion prevention techniques. In order to enhance the stabilization of exposed soils, newly graded areas should be seeded or sodded with native grasses, while graded embankments should not exceed a 4:1 slope.
6. Park sites containing ponds or proposing the construction of a pond should take measures to insure that any domesticated waterfowl that take up residence at the pond are removed immediately by legal means. Domestic waterfowl pose a danger to native wild duck populations by providing a disease vector for duck plague, New Castle Disease, avian cholera, avian tuberculosis, chlamydiosis, bird flu and West Nile virus. Furthermore, the close genetic relationship between domestic and wild waterfowl can result in hybrid offspring, which has the effect of diluting the gene pool of wild populations and presents the possibility of breeding native species out of existence. Signs should be placed in the vicinity of park ponds to educate the public on the negative impacts of the release and feeding of domestic waterfowl.

Controlled Plants

No person may import, possess, sell, or place into water of this state exotic, harmful, or potentially harmful fish, shellfish, or aquatic plants except as authorized by rule or permit issued by Texas Parks & Wildlife.

Family	Scientific name	Common name
Amaranth family: Amaranthaceae	<i>Alternanthera philoxeroides</i>	alligatorweed
Sumac family: Anacardiaceae	<i>Schinus terebinthifolius</i>	Brazilian peppertree
Arum family: Araceae	<i>Pistia stratiotes</i>	water lettuce
Morning-glory family: Convolvulaceae	<i>Ipomoea aquatica</i>	swamp morning-glory
Water Milfoil family: Haloragaceae	<i>Myriophyllum spicatum</i>	Eurasian watermilfoil
Tape-grass family: Hydrocharitaceae	<i>Ottelia alismoides</i> <i>Hydrilla verticillata</i> <i>Lagarosiphon major</i> <i>Spirodela oligorhiza</i>	ducklettuce hydrilla oxygen-weed duckweed
Loosestrife family: Lythraceae	<i>Lythrum salicaria</i>	purple loosestrife
Myrtle family: Myrtaceae	<i>Melaleuca quinquenervia</i>	punktree
Grass Family: Poaceae	<i>Panicum repens</i>	torpedo grass
Water-Hyacinth family: Pontederiaceae	<i>Eichhornia azurea</i> <i>Eichhornia crassipes</i> <i>Monochoria hastata</i> <i>Monochoria vaginalis</i>	anchored water hyacinth common water hyacinth arrowleaf falsepickerelweed heartshape false pickerelweed
Salvinia Family: Salviniaceae	all species of genus <i>Salvinia</i>	
Figwort Family: Scrophulariaceae	<i>Limnophila sessiliflora</i>	Asian marshweed
Potato family: Solanaceae	<i>Solanum tampicense</i>	scrambling nightshade
Bur-reed family: Sparganiaceae	<i>Sparganium erectum</i>	simplestem bur-reed

From: [Roxane Eley](#)
To: [Paul Frederiksen](#)
Subject: FW: Argyle Community Park
Date: Tuesday, March 29, 2016 9:30:09 AM

Dear Paul,

Congratulations! On March 24, 2016, the Texas Parks and Wildlife Commission approved your grant request. This project is to be funded through the Texas Recreation and Parks Account. Once the site visit has been completed you will receive your grant agreement. To avoid possible loss of funds, **no activities should be undertaken *without a signed grant agreement and notification to proceed* from the Texas Parks and Wildlife Department.**

As we discussed, I plan to be in Argyle on Wednesday April 20, 2016 at 10:00 a.m. for a site visit and to discuss the grant requirements. Please contact me at 512-389-8109 if you have any questions. I look forward to working with you to provide recreation opportunities to your community.

Roxane Eley
Senior Grants Coordinator
Recreation Grants, TPWD
512.389.8109
[Visit us online](#)



Local Parks Non-Urban Outdoor Grant Application

Created: 09/14/2015

Last updated: 09/30/2015

Page 1

QUESTIONS?

If you have questions regarding any part the application documents or processes, please contact us:

Dana Lagarde
512-389-8175
dana.lagarde@tpwd.texas.gov

Dan Reece
512-389-4656
dan.reece@tpwd.texas.gov

Roxane Eley
512-389-8109
roxane.eley@tpwd.texas.gov

Zack Thomas
512-389-8862
zack.thomas@tpwd.texas.gov

APPLICATION DEADLINE

The application deadline is 11:59 PM on October 1, 2015. You will be unable to make any changes to your application once it has been submitted.

Once you have a complete application, you must choose the "SUBMIT" button for your application to be turned into Recreation Grants for review.

Paper applications will not be accepted.

SAVE YOUR PROGRESS

While working on your application, save your progress often by selecting "SAVE & CONTINUE EDITING".

Once saved, you can return to the main screen by selecting the "BACK TO SUBMISSION" button in the top right hand corner of the screen.

GENERAL APPLICATION INFORMATION

This application is for eligible local units of government with populations under 500,000 according to the 2010 census.

Carefully review the Local Parks General Information and Outdoor Scoring Criteria. Only complete applications will be accepted. Applications missing pertinent information will be disqualified.

[Local Parks General Information \(12/2014\)](#)

[Local Parks SCORING Criteria-Non-Urban Outdoor Recreation Grants](#)

Application Documents to Upload

Select the link to print a list of documents you may be required to upload during the application submission process. The list indicates which

documents are required and need a signature.

[Local Parks Application Documents Needed](#)

All forms are available under the Resources link, in the upper right of this screen.

Eligibility

Is the applicant in full compliance with previously approved Projects awarded by the Recreation Grants Branch?

Don't know, submit an email to **Rec.Grants@tpwd.texas.gov**, and put "Request Previous Grant Projects" in the Subject line.

Yes

If no, describe non-compliance issue with plan of action to remedy. Applicants in non-compliance may be considered ineligible for funding, depending on the severity of the issues.

(No response)

List any previous grants received from the Recreation Grants Branch specific to this Project site:

The Town of Argyle has never received a grant from the Texas Parks and Wildlife Department for park land acquisition or development. The Town does not have a developed park.

APPLICANT INFORMATION

Applying Entity Name

(Example: City of Denver; Webster County; John Doe Water Control & Improvement District #14; Grace Road Municipal Utility District)

Town of Argyle , Texas

Comptroller Identification Number

75-1745829

Resolution Authorizing Submission of the Grant Application

Fillable version of this form is available for download [here](#). Fill out the form and obtain the required signature. The resolution is intended to certify that the applying entity has the authority to apply for a grant; has the matching funds available; names a responsible individual that will be authorized to sign the agreement and any amendments; the name of the project; and that the project site is or will be permanently dedicated public park land; in a public meeting.

NOTE: If you use a resolution layout customized for your local requirements, you **MUST** include the statements in Sections 1-4 of the TPWD resolution. Failure to include these sections may result in the application being ineligible.

The Resolution must be signed by the presiding officer of your jurisdiction; i.e. Mayor, County Judge, MUD President, etc.

Upload the **signed Resolution Authorizing Application**

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-6oo0b8kry7/Resolution%202015-27A%20signed.pdf>

Name of Official named in the Resolution to represent the project.

Paul Frederiksen

Title

Town Manager

Mailing Address

PO Box 609
Argyle, Texas 76226

Email Address

pfrederiksen@argyletx.com

Phone Number

940-464-7273

Alternate Phone Number (Cell)

Optional

214-212-7726

Applicant's Certification and Program Assurances

Fillable version of this form is available for download [Local Parks Applicant's Certification & Program Assurances-fillable form](#). Fill out the form and obtain the required signatures **from the person authorized in the Resolution to represent the project.**

Upload the **signed** *Applicant's Certification*

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-1uCasVxod3/Applicant's%20Certification%20and%20Assurances.pdf>

Alternate Applicant Contact

Identify a staff member for day-to-day contact, *must be applicant staff*

Name

Kristi Gilbert

Title

Town Secretary

Email Address

kgilbert@argyletx.com

Phone Number

940-464-7273

Alternate Phone Number (Cell)

Optional

214-680-7634

Was this application prepared by someone other than the authorized official or staff person named above?

Yes

Application Prepared By

Name

Dennis Sims

Title

Principal

Company Name / DBA

Dunkin Sims Stoffels, Inc.

Mailing Address

622 West State Street
Garland, Texas 75040

Email Address

dsims@dssland.com

Phone Number

214-553-5778

Alternate Phone Number (Cell)

Optional

(No response)

PARK PROJECT INFORMATION

The entire park is intended to be dedicated parkland, in perpetuity, as a result of receiving park grant funding.

Matching Funds Requested

This is the 50% match amount you are requesting from TPWD as shown in on your Budget Summary.

\$500,000.00

Park Name

Argyle Community Park

County

061 Denton

Physical Address of the Project Site

800 Eagle Drive
Argyle, Texas 76226

Latitude at Park Entrance

As dd.ddddr
Not sure? Click [Here](#)

33.127368

Longitude at Park Entrance

As -dd.ddddd
Not sure? Click [Here](#)

-97.186499

**Texas Senate District Number
for the project location**

Not sure? Click [Here](#)

12

Texas House of Representatives District Number for the project location

Not sure? Click [Here](#)

63

US Congressional District Number for the project location

Not sure? Click [Here](#)

26

Upload Vicinity Map (if needed)

This is to identify the general area within a county or large city. A sample is available here [Local Parks SAMPLE Vicinity Map](#)

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-oSNh89hK90/Vicinity%20Map.pdf>

Upload Location Map

This is to specify the project location *with legible street names*. A sample is available at [Local Parks SAMPLE Location Map](#)

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-X6fRQreEnU/Location%20Map.pdf>

PUBLIC INPUT

Does the applicant have a current and accepted master plan or other comprehensive plan on file with TPWD Recreation Grants?

Yes

If Applicant does not have an accepted comprehensive plan, upload documentation of public input related to the grant proposal. Acceptable documentation includes:

- copy of the public meeting notice
- the minutes for the public meeting certified by an official applicant representative

If a public survey has been completed provide:

- an explanation of how the survey was distributed
- a copy of the survey results

Upload the required documents:

(No response)

Is the service area for this application your entire jurisdiction (entire city or county)?

Yes

Identify Project Service Area

Where the Service Area for the proposed Project **is not the entire jurisdiction** (these could be identified planning areas, a precinct within a county, etc.): Identify the applicable Service Area(s) for the Project; and provide census tract number(s) within the designated service area(s) to be able to answer the questions for Underserved Populations.

	Service Area Type	Census Tract Number(s)
1st Service Area		
2nd Service Area		
3rd Service Area		
4th Service Area		

UNDERSERVED POPULATIONS

From the 2010 census, provide the percent of the population with a household income of \$34,999 and less for your jurisdiction or the project service area.

11.6%

From the 2010 census, provide the percent of the population of ethnic minorities in your jurisdiction or the project service area.

4.14 %

PROJECT DESCRIPTION

Specifically describe the proposed project.

Provide details, at a minimum, of the following :

- number of acquisition acres (if any);
- number of acres in the park;
- quantity and type of facilities to be developed;
- any economic, health and/or community benefit;
- how the project relates to current and future public recreation needs;
- any unique design features, or any innovative community involvement; and
- access point(s) (named streets/road) to the project area.

The Town of Argyle is prepared to develop the Town's first public park. The Town is prepared to lease approximately 15.7 acres of land from the Argyle I.S.D for park use. The land is on the campus of the Argyle Intermediate School.

There is currently one (1) baseball field, one (1) youth softball field, youth soccer fields, concession building, restroom/storage building, batting cage and football field. The site provides the only park facilities in Argyle. The existing facilities were built by and are maintained by the Argyle Youth Sports Association. The Town is proposing to lease this property from the Argyle I.S.D. and develop/renovate the baseball/softball facilities and add additional recreational opportunities to the park. The Town of Argyle will operate and maintain the park.

The purpose for this grant is to provide the first recreational opportunities in Argyle. Specifically, the Town is requesting assistance for developing the following:

Concrete Hike and Bike Trail 2,500 L.F. 10' Wide with Fly Ash
 Playground Structure with Recycled rubber cushion materials
 One (1) Youth Baseball Field/renovated(L)
 One (1) Youth Softball Field/renovated(L)
 One new softball field(UL)
 Playground structure
 Picnic Pavilion 30' Diameter/outdoor classroom w/two interpretive signs
 One (1) Youth Soccer Field
 Three (3) Park Benches with Recycled Materials
 Multi-Purpose Court (Concrete)
 Sand Volleyball Court
 Three (3) Interpretive Cultural Resources Signs Existing Wildlife and Flora /Fauna
 Three (3) Recycled Park Benches
 Three (3) Recycled Picnic Tables
 Xeriscaping Planting/Drip Irrigation with Interpretive sign
 Native Tree Planting with bubbler Irrigation
 Water Harvest System from Concession Building

This is the first park for Argyle. The trail will provide walking and jogging opportunities for all age groups.

The grant will assist with the renovation of the athletic facilities but, will also provide outdoor class rooms, playgrounds, basketball and sand volleyball. These are opportunities the Town has never had available in the past. Economically citizens will not have to drive to other cities for recreational or organized play. Park improvements will provide the opportunity for tournament play therefore increasing sales tax revenue.

The unique design feature for this park will be the outdoor classroom, interpretative signs, xeriscape gardens and water harvesting system.

These park elements are not normally found in a municipal park system.

The main entrance to the park is from Crawford Street on the north side.

Planning Needs and Priorities Identified

Based on the Local Plan or other documented public input, list the proposed facilities which are:

- identified as a need;
- the priority number; and
- specify the corresponding page number from the planning document.

The facilities list below are the result of the "Update of the Parks and Trail Component of the Argyle Comprehensive Plan". The public was invited to share their thoughts and needs for the parks system in Argyle. The following was the result of the meeting:

Concrete Hike and Bike Trail, 2,500 L.F., 10' Wide with Fly Ash - A ten-foot (10') concrete trail will be installed around the site. The concrete will contain fly ash. The concrete is designed to accommodate strollers, roller blades, walkers joggers, and bikers and will provide a hard surface for a multi use trail. The trail will also be adjacent to Graveyard Creek which runs north to south on the east side of the park. Three interpretative signs will be installed explaining habitat for plants and animals. Priority #1 - Page 7 of the Parks and Trails component/comprehensive plan (PTCC)

Playground Structure with Recycled rubber cushion materials - A playground structure will be installed and provide play opportunities for all age groups. The playground will be accessible to physically and mentally challenged children. The playground will use the recycled rubber for the fall zone. Priority #2 - Page 7(PTCC)

One (1) Youth Baseball Field - This will be the first baseball in the Town of Argyle. The field is existing. The Argyle Youth Sports Association (AYSA) currently operates and maintains the field. This grant will transfer the responsibility of maintenance and operation to the Town. The field needs new field lights as the existing ones are on wood poles and do not meet the current lighting standard for baseball. The wood poles are not straight, effecting the light production on the field. The wood poles should be inspected for safety. The field is designed is to serve youth baseball. The baseball field is approximately 205' to the outfield. The fields also allow for maximum flexibility for baseline and pitching distance. The age group this for this field is designed for 4-10 year old boys. The fields may attract many visitors to the park for tournament play. The outfield fence post are not in a concrete footing and are not stable. As part of this grant the Town will replace/renovate the posts with a concrete footing. The Town will also reuse the fence fabric instead of purchasing new materials. Priority #3 - Page 7(PTCC)

One (1) Youth Softball Field - The southern field is for softball. It has the same problems with the existing light poles which do not meet the standard. A new lighting system will be installed. The left outfield fence will have to be relocated to allow for construction of the hike and bike trail so the trail can have a continuous looping path. The age group for this field include 4-10 year old girls and boys. Priority #3 - Page 7(PTCC)

One (1) new softball field will be built on the existing football field. The field will not have an outfield fence, but instead have only backstop and baseline fencing. The field will not have lights. The outfield fence would conflict with the 100 year Floodplain. Without an outfield fence this field can be used for both baseball and or softball for all age groups.
Priority #3 page 7(PTCC)

Picnic Pavilion/Outdoor Classroom 30' Diameter - This structure will serve as an outdoor classroom for use by students at the adjacent Argyle Intermediate School. (2) Interpretive signs will be installed so students can learn about the existing flora and fauna on-site. There are numerous sightings of white tail deer, feral hogs and turkey in the Argyle area. When not in use as a classroom, the shelter will be used for picnic opportunities by the public. The Town also plans to use the pavilion as a stage for summer plays , bands and community events. The multi-play area/open space to the north of the pavilion serve as open seating for events. Priority #5 - Page 7(PTCC)

Three (3) Picnic Tables made with Recycled Materials - Three (3) picnic tables will be provided under the pavilion. The tables will meet the ADA guidelines. The tables will be made of recycled materials. Priority #6 - Page 7 (PTCC)

One (1) Youth Soccer Field - At least one youth soccer field will be provided at the park site. The field will be located outside the baseball/softball fields. The field will not be lighted. Priority #7 - Page 7(PTCC)

Three (3) Park Benches with Recycled Materials - Three (3) park benches will be installed adjacent to the hike and bike trail. The benches will also be made of recycled materials. Priority #9 - Page 7(PTCC)

Multi-Purpose Court (Concrete) - The multi-purpose court will be located in the north west section of the park . The court will have one

basketball goal with concrete courts used for other court games as needed. Priority #14 - Page 7(PTCC)

Sand Volleyball Court - A sand volleyball court will be installed for recreational purposes. This will be installed adjacent to the multipurpose court. This was identified in the public hearing as a need. Priority #16 - Page 7(PTCC)

Three (3) Interpretive Cultural Resources Signs illustrating Existing Wildlife and Flora /Fauna - These signs will be installed adjacent to the hike and bike trail along the graveyard Creek. Priority #18 - Page 7(PTCC)

Xeriscaping Planting/Drip Irrigation with Interpretive Sign - The Town will use xeriscape plants for aesthetic use and demonstrate to the public the need for conservation of water resources. The garden will be located at the east end of the concession area with a water harvest system from the roof of the concession building. A Plant List will be provided in the plans and specifications. Priority # 18 - Page 7(PTCC)

Native Tree Planting with drip Irrigation - The site does not have any trees for shade or aesthetics. The site is a athletic complex which lacks any trees for shade. The Town will plant 10 native species trees on site. A plant list will be provided with the plans and specifications. Priority #18 - Page 7(PTCC)

Water Harvest System from Concession Building - The Town will use xeriscape plants for aesthetic use and the water harvest system to demonstrate to the public the need for conservation of water resources. A Plant List will be provided in the plans and specifications.

Upload *Site Plan of Proposed Development*

Click here for [Local Parks SAMPLE Site Plan](#). The Site Plan MUST clearly identify the Project Boundary, and proposed project elements. If the project includes areas intended to be dedicated natural open space, show the boundary lines of this element.

Upload *Site Plan*

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-rsSDKWBK11/Argyle%20Community%20Park-Argyle%20Community%20Park.pdf>

Geographic Distribution

Describe how the project will improve the geographic distribution of park and recreation lands and facilities in your jurisdiction or the project service area.

Identify if this is the first public park in applicant's jurisdiction or intended service area. Specify Plan or public input documentation in support of the first park, or new and different opportunities within the jurisdiction/service area.

This is the first public park the Town of Argyle will build. There are currently no public recreation opportunities in the Town. In the public meeting held for the update of the Town's Parks and Trail update, the lack of recreation opportunities were mentioned numerous times. It was expressed often that the Town did not have any public or Town park to visit. The existing Argyle Youth Sports Association park facilities currently at the Argyle I.S.D. provides the only athletic facilities available. The association currently operates and maintains the park. The service area is defined in the Parks and Trail update as encompassing the Town Limits. However, the park will will also serve citizens that live in the Argyle I.S.D. and ETJ of the Town. The public, the Argyle Youth Sports Association, State Representative Tan Parker, and Town Council unanimously endorses the development of an Argyle Community Park.

Explain how the project improves park and recreation opportunities for physically/mentally challenged citizens which exceed the federal and state required accessibility standards.

The park facilities will be open to all citizens. The playground will be ADA accessible for disabled children.

Does the project provide for the renovation or adaptive reuse of existing obsolete lands or facilities?

Yes

If yes, describe how the project provides for the restoration, renovation or adaptive reuse of existing infrastructure or other facilities that are no longer useable for its intended or original use. Identify the age and condition of each of the facilities proposed for renovation/restoration/reuse. Describe the proposed work to be completed for each of the obsolete facilities.

Baseball/ softball field lights - The existing field lights fixtures are on wood poles and do not provide the recommended 50/30 Foot candles for safe play. Some of the poles are not vertical affecting the aim and light level on the playing surface. The fixtures are outdated and inefficient for electrical use and operational cost. New fixtures with new technology will be 30 to 40 percent more efficient providing energy cost savings. The existing fixtures also do not provide state of the art spill and glare control. It is estimated the poles and fixtures were installed in 1993. The lighting system is obsolete and not safe. The new lighting system will provide state of the art lights for the reasons stated above.

The outfield fencing on the north baseball field is not properly installed. The fence post does not have concrete footings and simply driven into the ground. New posts are needed because the existing ones are not long enough to use with a concrete footing. We are proposing to replace the existing post with new post and use a concrete footing. We are going to reuse the existing chain link fence fabric and stretch the old fabric on to the new post, therefore reusing the materials and saving a resource. The fence post was installed incorrectly because the Argyle Youth Sports Association did not have the funds to install correctly.

It is estimated the fence was installed in 2010.

Provide photographs of elements proposed for restoration, renovation or adaptive reuse.

Upload photographs

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-TckspMyQT8/RENOVATION%20Photos%209-29-15.pdf>

Sustainable Park Design

Describe how the project embraces sustainable techniques in the design and construction of the park, including but not limited to the diversity, innovative nature and/or cost of the project elements.

The costs for these design features must be identified in the project budget.

To view the Sustainable Design Guide, click [here](#)

The following items will be used in this project promoting environmental awareness and responsibility:

1. Recycled rubber cushion materials for the playground.
2. Fly ash in the concrete trail.
3. Recycled picnic tables.
4. Recycled park benches.
5. Xeriscaping with drip irrigation.
6. Native tree planting with drip irrigation.
7. Photo cell on the light at the picnic pavilion.
8. Interpretation and education signage for xeriscape garden and drip irrigation.

- 9. Water catch system for xeriscape garden.
- 10. Reuse existing chain link fence for outfield fencing on the north field .
- 11. Replace existing ineffective field lights with new energy conservation lights. It is estimated the new light system will save up to 40% more energy.

Linkage

Describe how the project provides linkages via trail/greenways to connect with other public parks and conservation areas.

There are no linkages to other trails projected at this time.

EXISTING ENVIRONMENT

Describe the characteristics of the surrounding land uses at the Project site.

e.g. Residential (single-family, multi-family, rural), Commercial, Agricultural, Industrial, Parks, etc.

North	Crawford Road and Single family
South	Argyle Intermediate School
East	Vacant Agricultural Land
West	Single family

Upload *Site Photographs*

Only a single document can be uploaded. Save photos in a single file (WORD or PDF), then upload.

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-TbDIDHF9TP/SIGHT%20PICS%20%209-29-15.pdf>

Indicate any of the applicable agencies with which you have made initial contact or know that the project will require any of these special contacts; and provide general information with regard to the contact.

You are NOT required to contact any of these agencies.
Check all that apply.

Responses Selected:

Texas Parks & Wildlife Department

Is there any history of ground contamination at the Project site?

e.g. former landfill, gas station, illegal dumping, brownfield, etc.

No

If yes, describe the contamination history.

(No response)

Describe the topography and soils at the Project site.

The site's high point is on the west lease line. The site slopes at 2% to 4% for approximately 100' and then a 15% slope for approximately 30'. From this point the site slopes at approximately 2% to Graveyard Branch Creek. The site is used for athletic facilities and is relatively flat. A portion of the site is in the 100-floodplain and deposits of native clay's and sands provide an excellent material for turf grass. Soils up the slope to the west property line tend to be of native clay and small rock material.

Describe the vegetation and wildlife present at the Project site. Indicate if any vegetation or wildlife species are considered valuable, vulnerable, rare, threatened or endangered?

To link to the Texas Natural Diversity Database (by county), click [here](#) and follow the instructions. Additional information is available at the *Texas Conservation Plan* [here](#).

The site is an existing athletic complex. At one time the Argyle Intermediate School used the football field for practice and games. The district has built other facilities and no longer uses these fields for games or practice.

However, the Argyle Youth Sports Association uses these facilities for games and practice. The site is 95% Bermuda grass and is used for athletic fields. Wildlife exists along the creek and to the west of the park site where native trees and under-story provide a habitat for wildlife. There have been frequent sightings of white tail deer, feral hogs, and wild turkey. The opossum, armadillo, and raccoon are also found in the area.

Describe any natural water features, including name (if known) and type of water body; size in acres and/or linear feet of frontage within the Project site.

If the water body is a creek; does it have continuous, year round water flow?

Graveyard Creek is on the eastern boundary of the park. The creek lies within the boundary of the park. The creek is approximately 1,000 linear feet on the eastern side of the property. Graveyard Creek is not a continuous flow creek. There is a 100-year flood plain associated with the project.

Does the Project expand access to water-based recreation opportunities along existing natural water bodies?

No

If yes, provide details on how the Project provides for water-based recreation opportunities and; preserves, restores/improves fish and wildlife habitat conditions, is located in an area with limited public access to water-based recreation, or provides a link to existing water bodies that support water-based recreation.

(No response)

FLOODPLAINS AND WETLANDS

Floodplain: The lowland and relatively flat areas adjoining inland and coastal waters including flood-prone areas of offshore islands, including at a minimum the 100-year floodplain.

Wetlands: Those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances support, a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds. Additional information on wetlands is available from the Texas Outdoor Recreation Plan (TORP) [Local Parks TORP Chapter 3-Wetlands](#).

Is any part of the Project area within a 100-year floodplain or consist of wetlands?

Yes

Public Notice

Applicant must inform the public that the proposed project will be located in a floodplain or wetland area, and that the project will have certain environmental impacts on those areas.

Applicant must **publish a notice in the local media** describing the proposed action in the floodplain/wetland area and invite the public to provide their views on the proposal. This may be done by holding a public hearing or making the plans and other pertinent materials available for review at a public place (i.e., city hall, courthouse, library, etc.).

Upload Public Notice

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-EH1VstlxxA/Hearing%20Minutes%20and%20Notice.pdf>

Additional Floodplain/Wetlands Environmental Information Required

The following environmental information focusing on the floodplain or wetland activity **must be included**:

- The extent of the direct and indirect impacts of the project on the floodplain/wetland area.
- Measures to be taken to minimize harm to lives and property and to the natural and beneficial floodplain/wetland values.
- Alternative actions and locations considered in the event of an adverse impact of the project on floodplain/wetland values.
- Assurance that all state and local floodplain and wetland regulations are being met.

The 100-year floodplain extends from the creek, west on to the site covering the existing football field. This project is proposing to build one softball field with baseline fencing only. Foul line and outfield fencing will not be built in the floodplain. The Town has met with the floodplain administrator. It is estimated that the depth of floodwater at the base of the backstop will be an approximate depth of 4" or less. Fencing will not impact the floodplain.

It was determined that the outfield fencing could have a negative therefore it was eliminated. The remaining football area will remain open. The concrete hike and bike trail proposed in the floodplain will be constructed at grade and will not impact the flow of floodwaters. In the event of alternative actions the park facilities may be relocated in an area of the floodplain based on existing topography and after detailed study. The Town's floodplain administrator is aware of the project and its impacts on the floodplain. The proposed playground and outdoor class room will not be built in the flood-way and will not impact the floodplain. In a flooding event the structure and playground may flood but it is anticipated that an damage will be minor. All local, state and federal flood plain regulations will be met and adhered to.

Any public comments received must be submitted. If no public comments are received, this must be clearly stated.

Upload *Public Comments*

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-6ZTIhE1tq/09%2008%2015%20Council%20Minutes%20highlighted.pdf>

Provide a floodplain map delineating the floodplain/wetland area and identify the proposed Project area.

Upload *Floodplain/Wetland Map*

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-N93Ke5yqMV/Argyle%20Community%20Park-Flood%20Plain-Small.pdf>

ENVIRONMENTAL IMPACTS

Identify the level of impact, describe the impacts based on the proposed development, and discuss any anticipated short and long-term impacts of the Project on the site.

Impacts (or effects) are defined as direct or indirect changes in the existing environment which are anticipated as a result of the proposed action or related future actions. These impacts may be either beneficial or adverse, and should be identified in your description.

	Environmental Resources Impact	Briefly Describe the Potential Impacts
Geological resources: soils, slopes, streambeds, landforms, etc.	Minor Impacts	The site is currently used as athletic facilities and use will not change.
Air Quality	Minor Impacts	The site is currently used for athletic fields and proposed uses will not alter existing air quality.
Sound (noise impacts)	Minor Impacts	The site is currently used for park purposes and improvements will not change sound levels.
Water quality/quantity	Minor Impacts	Water quality will not be effected.
Streamflow Characteristic	Minor Impacts	The proposed park plan will not increase the surface flow of water.
Marine/estuarine	N/A	
Land use/ownership patterns, property values, community livability	Minor Impacts	Land use will remain the same. The property will be leased from the Argyle I.S.D. - property values will not be altered.
Circulation, transportation	Minor Impacts	The existing parking lots and circulation will not change. ADA modifications will be made to parking lot as per ADA requirements.
Plant/animal/fish species of special concern/habitat; state/ federal listed/proposed listing	Minor Impacts	The site will remain as a active park site.
Unique ecosystems (biosphere reserves, World Heritage sites, old growth forests, etc.)	N/A	
Unique or important wildlife/ wildlife habitat	Minor Impacts	There is existing turkey, whitetail deer, coyotes and feral pigs in the area. This plan will not destroy existing habitat.
Unique or important fish/habitat	Minor Impacts	There will be an outdoor classroom which the adjacent school will use to teach about flora and fauna.
Introduction or promotion of invasive species (plant or animal)	Minor Impacts	The existing athletic fields currently have Common Bermuda and no other invasive species will be introduced.

Recreation resources, including parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc.	Minor Impacts	The proposed plan for this park will improve the existing facilities and propose additional recreational opportunities.
Overall aesthetics, special characteristics/features	Minor Impacts	The site is currently being used as a athletic park by the Argyle Youth Association.
Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc.	Minor Impacts	There is undisturbed habitat around the park and frequent sightings of white tail deer, wild turkey and feral hogs.
Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	Minor Impacts	Town employees will maintain the site and complex facilities and generate sales tax due to local tournaments and normal use.
Minority and low-income populations	Minor Impacts	Minority and low income families will be served by this park.
Energy resources (geothermal, fossil fuels, etc.)	N/A	
Other agency or tribal land use plans or policies	N/A	
Other important environmental resources that should be addressed	N/A	

Unavoidable Adverse Impacts

Those effects **which cannot be mitigated** should be explained and the effects weighed against the beneficial impacts of the Project. Be objective as well as analytical, and avoid trying to justify or rationalize proposed actions.

The site is currently an athletic complex. Construction of the proposed trails and other recreation amenities will be minimal to the site. Impact to wildlife during construction will be minimal. The short-term adverse impacts, however, will be offset by the beneficial impacts by completion of this project.

Mitigating Measures for Adverse Impacts

Adverse impacts may have short-term or long-term effects. They should be identified as such and explained. For those impacts considered adverse, and caused as a result of actions proposed in the application, explain how they will be minimized or eliminated. Adverse impacts which cannot be mitigated should be identified and discussed. You may not be able to mitigate every adverse impact, but each one should be considered and weighed against the effects considered beneficial to the community and environment. For example:

- The utilization of erosion control devices to prevent soil run-off during construction.
- The routing or re-routing of vehicles or the installation of traffic controls to regulate increased traffic to, from, and around the project area.
- Replacement/re-establishment of specialized fish, vegetation, or wildlife habitat which will be lost or partially lost as a result of the project's actions.
- Relocation of persons or businesses located within the project area(s).

Erosion Control - The Contractor will utilize mandated erosion control methods to minimize loss of topsoil during construction activity.

Light Over-spill Into Residential Areas - The latest sports lighting technology will be used to control light spillover. The light level should be less than 1.0 FC on adjacent property.

Increased Traffic on Adjacent Streets - Increased traffic will not be of great impact because the primary access for the park is from Crawford Road. Traffic will not change or be altered because the site will continue to operate as a park.

Softball/Baseball Field - The site will not be increasing the run-off of storm water as the use will not change. Construction of the

softball/baseball fields will represent a minimal impact on run-off.

Hike and Bike Construction - Construction of the hike and bike trail will cause minimal disturbance. Any disturbance will be mitigated at the end of the construction process.

Relocation of Business or Person - The site is currently a park. No person or business will be displaced.

Wildlife/Vegetation Replacement - The site has been used as an athletic complex. The site is currently covered in Bermuda Grass. Invasive species grass will not be used on this project. Existing Bermuda Grass will be maintained on the fields. The site is an open park; therefore, there are no endangered wildlife species on site. Only security lights will be present during the night time. Effects on nocturnal wildlife will be minimal.

Public Safety and Operation - Public Safety will be maintained at all times by the Argyle Police Department.

Describe any and all alternatives considered for the proposed Project. The alternative of "no action" must be specifically addressed. Also discuss the basis for rejection of any/or all alternatives.

A no-action alternative is not feasible. The property could be used by the school district for storage, parking or administration space.

LAND ACQUISITION

Acquisitions which occur prior to grant approval, without TPWD authorization by a Waiver of Retroactivity, or which do not meet the acquisition criteria, are not eligible for assistance.

Does the proposed Project include land acquisition?

No

RELATED TO LAND ACQUISITION

For additional specialize information related to acquisition, refer to the [Texas Conservation Action Plan](#) and/or the Texas Outdoor Recreation Plan (TORP) [Local Parks TORP Chapter 3-Wetlands](#).

LEGAL CONTROL CONDITIONS

Upload Aerial Photo or Satellite Image

Identify the boundary, and all existing conditions such as existing structures, utilities (specify any overhead lines), ROWs, easements, etc.

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-LswZNG5OKT/Argyle%20Community%20Park-Flood%20Plain-Small.pdf>

What utilities are available on the site?

Describe the existing utilities and other conditions (electrical, cable, phone, water, sewer, pipelines, wells, etc.); describe the type (major transmission, neighborhood service, natural gas, etc.); and location on the Aerial Photo/Satellite Image.

NOTE: Existing overhead utility lines must also be identified on the Project Site Plan.

There is an overhead power line on the west property line which will not be buried. There are several overhead power lines powering the existing field light so therefore these will be buried when the replacement lights are installed.

There is a sewer line and manhole on-site. Please reference the site plan.

Are there any overhead utility lines within the Project boundary?

Be sure they are identified on the Aerial Photo/Satellite Image and the Project Site Plan.

Yes

If yes, what will be the disposition of the existing overhead utility lines?

Please note, if funded, overhead utility lines will be required to be removed or buried under most circumstances. Existing overhead utilities are required to be shown on the Project Site Plan.

Remain

Describe any rights-of-way and/or easements at the Project site.

At this time there are no known existing or future right-of-ways or easements on the property.

Proof of Ownership and/or Legal Control

For all properties *already under the legal control of the Applicant* and proposed for development, the Applicant must provide evidence of legal control.

- Recorded deed(s),
- Lease agreements,
- Easement agreements, or
- Drafts of the lease or easement, with a letter of intent from the landowner to enter into the agreement. Leased land can only be with other governmental agencies, **no leases from private land owners.**

NOTE: If no deed exists, contact the Recreation Grants staff for guidance prior to grant submission.

Upload Proof of Ownership and/or Legal Control Documentatio

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-QnnbfMJ2mC/AISD%20Town%20Ground%20Lease%20Agreement%20Color.pdf>

Proof Applicant can Prevent Surface Drilling/Mining of the Project Site

The applicant must provide evidence that the surface of the project site is protected from any drilling or mining, or can demonstrate protection through the following:

- Existing ordinance or resolution,
- Zoning,
- Ownership of mineral rights by applicant,
- Designated drill sites on the project site (will be excluded from project assistance),
- Draft of ordinance, resolution or zoning, and statement that if funded, will authorize the ordinance or resolution.

As a reminder, any activities taking place now or in the future on the surface of the park that are NOT recreational, or in support of recreation, will constitute a conversion. Refer to the Conversion Guidelines for further information, [here](#).

Upload Proof of Drilling/Mining Protection (if available)

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-kVF2O51ofW/Gas%20Drilling%20Regulations.pdf>

State who will operate and maintain the Project area.

The applicant is responsible for the maintenance and operation of the fund supported area(s)/facilities. If agreements exist (or are anticipated) for others to perform operations, programming and/or maintenance duties, describe such arrangements.

The Town of Argyle will operate and maintain the park.

Upload existing or draft Agreements for Maintenance and/or Operations

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-p5yhcbhavG/lease.pdf>

PROJECT BUDGET

The Budget Summary provides the complete estimated costs for the proposed grant project. Estimates should build in cost inflation for the construction period.

How will the development of the project be constructed/installed?

Select all that apply:

Responses Selected:

Contract

Project Schedule

Describe the estimated time schedule for implementing the proposed Project. Applicants are allowed approximately three years from the date of Commission approval to complete all project elements. Approved projects should be accomplished in a timely manner by the Applicant, unless delays result from extraordinary circumstances beyond the Applicant's control.

Failure to meet the grant time frames may be grounds for the Department to initiate cancellation of the project, or to deny requests for additional grant funds for new projects.

The Town will conform to the action plan and time table set-forth below:

Commission Approval - Begin 3-year project period (4-year max) after Commission approval.

Grant Agreement Execution (Department & Sponsor) - As soon as possible after Commission approval.

Pending Documentation such as U.S. Army Corps of Engineers 404, TCEQ Permits, Environmental Resources Survey, THC Cultural Resources Survey and Clearance, TPWD Biological Consultations, Lease/Joint-Use Agreement Execution, etc. - Within 6 months of grant agreement date.

Quarterly Status Reports (beginning with Commission approval) - As required.

Construction Plan Submission - Within 6 months of land acquisition for projects involving acquisition, or within 6 months of grant agreement date for development only projects.

Periodic Reimbursement Billings - Every 90 days, if possible (minimum \$10,000 request).

Project Completion and Grant Close Out - Within 3 years after Commission approval (but in no case after the 4th fiscal year).

The Budget Summary

A SAMPLE Budget Summary in EXCEL is available for view [here](#).

A fillable version of the required budget is available after the section descriptions. Download and fill out the form.

NOTE:

Grant Elements are ONLY those expenses for which you will be requesting reimbursement if the grant is approved. Grant Elements = grants funds + applicant match.

Non-Grant Elements are ONLY those expenses for which you are covering the costs above the grant limits, overmatching the grant, or constructing elements not part of the grant.

Professional Services

- The total cost of Professional Services **cannot** exceed 12% of grant construction estimates.
- Costs for required permits (COE, TCEQ, TDLR) or surveys (cultural resources, environmental resources) should be included if it is anticipated that these actions may be necessary.
- The cost to prepare the grant application is an eligible pre-agreement expense and must include a beginning date for the site planning and application preparation.

Construction Plans/Specifications and Inspections:

- Plans must be prepared and sealed by an engineer, architect or landscape architect registered in Texas or other competent professions depending on the scope of work.
- Plans must be submitted to the Texas Department of Licensing and Regulation (TDLR) for compliance with Texas Accessibility Standards.

Land Costs

- All land to be acquired (by donation, purchase, waiver, publicly-owned non-parkland) **must be shown** in the Budget Summary based on the estimated value letter.
- The value of donated land and/or applicant-owned non-parkland **is considered an expense of the project**.
- Appraisals and boundary survey costs cannot exceed \$10,000 or 5% of the land value, **whichever is less**.

Construction Costs

Include Site Preparation

Itemize proposed project elements to include but not limited to:

- Utilities
- Roads and Parking
- Restroom/Concession Building or Other Buildings (separate line for each item)

- Recreation elements (separate line for each element. Combine elements for items such as ballfields to incorporate site work, fencing, dirt work, irrigation, lighting costs in a single budget line item)
- Landscaping (native plant species only)
- Program Acknowledgement Signs (eligible for reimbursement)
 - A *temporary* program acknowledgement sign is required during construction
 - A *permanent* program acknowledgment sign is required at project completion

Upload the Budget Summary

The fillable EXCEL version of the Budget Summary is available [here](#). Download the form, complete the project budget, then upload the final budget. Need additional rows on the budget form? Send your form to Rec.Grants@tpwd.texas.gov with "Budget Summary" in the subject line.

Upload the final Budget Summary

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-S3vpOwTibm/Arqyle%20Community%20Park%20Budget%20Summary%209-29-15.pdf>

APPLICANT'S MATCHING SHARE OF GRANT

	Amount
Voter Approved Bonds	
APPLICANT Funds (General Fund cash, 4-B, EDC, etc.)	500000
APPLICANT In-House Labor, Equipment and/or Materials	
APPLICANT/Publicly Owned Non-Parkland	
PRIVATE Land Acquisition (donation or purchase)	
PRIVATE or OTHER PUBLIC Contributions (cash, labor, equipment and/or materials)	
Total	500000.0

Letters of Commitment

If the match includes private or other public contributions you must submit letters of commitment. Letters must include the value of the contribution and how the value was determined.

For multiple letters, save all to a single PDF, then upload.

Upload Letters of Commitment

(No response)

Contributor Information

Complete for each contributor

	Type of Contribution	Contributor Name	Contributor Organization (if applicable)	Amount/Value of Contribution
Contributor 1				
Contributor 2				

Contributor 3				
Contributor 4				
Contributor 5				
Contributor 6				
Contributor 7				
Contributor 8				
Contributor 9				
Contributor 10				
Contributor 11				
Contributor 12				
Contributor 13				
Contributor 14				
Contributor 15				
Contributor 16				
Contributor 17				
Contributor 18				
Contributor 19				
Contributor 20				
Total	0	0	0	0

Costs for Non-Grant Elements

If the development of the entire park exceeds the proposed grant amount, identify the elements and costs in the Budget Summary, and enter the amount greater than the grant.
 Enter "\$0.00" if none.

\$135,000.00

Provide details regarding the additional project costs in excess of the grant budget. Identify the source for paying for the additional costs to complete the overall project, a list of project elements it is intended to pay for, and a timeframe for these elements to be completed. This can include both applicant funds and outside contributions.

The Argyle Youth Sports Association will modify the restroom with there forces and provide the materials at no cost to the Town. The modifications are minor. The construction and corrections will be completed before the grant construction is completed.

The Town will modify the parking lot. There are not enough ADA parking spaces for the parking lot. The Town will pay for the improvements and the cost will be kept separate from the grant application.

Upload Documentation of the source of funds for Non-Grant Elements

For applicant funds, attach a resolution or letter from applicant authority that identifies the project and details the amount of funds being

allocated to the project in excess of the grant budget.

For outside contributions, attach a partnership letter detailing the value of the contribution and how the value was determined. Upload as a single WORD or PDF document.

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-marEPnRXDm/budget.pdf>

Do you have additional supporting documents related to your proposal?

OPTIONAL

For multiple documents, save all as a single PDF, then upload.

Upload Additional Supporting Documents

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4201064-RruCSMNqsR/aysatan.pdf>

SUBMITTING YOUR APPLICATION

The application deadline is 11:59 PM on October 1, 2015. You will be unable to make changes to your application once it has been submitted.

Please remember that once you have a complete application, you must choose "SUBMIT" below for your application to be turned into Recreation Grants for review. You will receive an email confirmation that your application was submitted successfully. Once submitted, you can download your complete application, but you will NOT be able to make changes. If you discover an error in your application PRIOR to the deadline, contact James.Lindsey2@tpwd.texas.gov.

Paper copies of the application will not be accepted.

GROUND LEASE

This Ground Lease ("Lease"), is made and entered into by and between the Argyle Independent School District, a Texas Independent School District ("Lessor" or "District") acting through its President and Secretary of the Board of Trustees, located at 800 Eagle Drive, Argyle, Denton County, Texas, 76226 hereinafter referred to as the "Lessor" or "District"; and the Town of Argyle ("Lessee" or "Town"), a general law municipality of the State of Texas, hereby acting through its duly authorized Mayor, located at 308 Denton Street, Argyle, Texas 76226 hereinafter referred to as "Lessee" or "Town. The District and Town may hereinafter be collectively referred to as the Parties.

RECITALS

WHEREAS, the Town and the District have previously agreed that there is a shortage of facilities for public recreation in the Town and in the District; and,

WHEREAS, the Town and the District agree the redevelopment of park facilities located at 800 Eagle Drive, Argyle, Texas 76226 shall be a great advantage and benefit to both the constituents of both the Town and the District, and that such development will serve a much needed public purpose; and,

WHEREAS, the creation of additional recreational facilities will be greatly aided by the Town's pursuit of grant funding from outside sources; and,

WHEREAS, in order to obtain grant funding for physical facilities the Town must have surface control, either by deed or by long-term lease of a suitable site for such construction; and,

WHEREAS, the District is the Owner of certain real property, as described as Exhibit "A" attached and made a part of this lease, which real property is subsequently referred to as the "Leased Premises;" and,

WHEREAS, the Town's application for and receipt of grant funding from the State of Texas is conditioned upon a long term lease for the Leased Premises of at least twenty-five years in length; and,

WHEREAS, the intent of the Parties is that this Lease will only go into effect upon the successful award of a grant to the Town from the Texas Parks and Wildlife Department in their next call for grants; and,

WHEREAS, in accordance with the provisions of Texas Local Government Code, §272, the District may Lease property owned by the District to another political subdivision in order to promote a public purpose; and in so doing shall determine the terms of the lease or agreement

so as to promote and maintain the public purpose, and may provide for the lease of the property or at less than fair market value; and,

WHEREAS, all legal prerequisites for entering into this Lease have been met; and,

WHEREAS, the District and the Town agree that entering into this Lease is in the best interests of the health, safety, and welfare of the public.

NOW THEREFORE, subject to the terms, provisions and conditions of this Lease, and each in consideration of the duties, covenants and obligations of the other hereunder, the receipt and sufficiency of which are hereby affirmed, Lessor does hereby lease unto Lessee and Lessee does hereby lease from Lessor the tract of land on more particularly described on Exhibit "A" attached hereto, the Leased Premises.

ARTICLE I

TERM

1.1 Recitals

To the knowledge of the person signing on behalf of the parties, the recitals contained above are true and correct.

1.2 Term

This Lease is conditioned upon the receipt of a grant to the Town from the Texas Parks and Wildlife Department in their next call for grants, and the award of such grant, in 2016. If the grant is not obtained in 2016 or this Lease is not commenced in 2016, this Lease shall be null and void. If the grant is obtained in 2016, this Lease of the Leased Premises to the Town shall commence on the _____, 2016, (the "Effective Date") and shall expire at 11:59 p.m., CST, on the twenty-fifth (25th) anniversary of the Effective Date (_____, 2041) (the "Term"), unless this Lease is extended as hereinafter provided. During the term of this Lease, the Town and its residents and guests shall have the right to utilize existing parking spaces on the Leased Premises.

1.3 Right of First Refusal

Upon expiration of the Lease, the Town shall have the right to purchase the Leased Premises upon mutually agreeable terms between the Parties. During the term of this Lease, upon receipt by the District of an actual bona-fide offer from a third party to buy the Leased Premises that the District is willing to accept (a "Purchase Offer"), the District shall deliver to the Town a written summary of all of the material business terms thereof (the "Sale Notice"), and the Town shall have twenty (20) days after receipt of the Sale Notice (the "Response

Period”) to elect to purchase the Leased Premises on the terms set forth in the Purchase Offer (a “Purchase Election”).

ARTICLE II

NO ANNUAL RENT

2.1 No Annual Rent

As both Parties have agreed to the joint pursuit of a public purpose as set forth in the foregoing Recitals, the District waives the collection of Annual rent during the term of this agreement, so long as lessor and/or its assigns remain in compliance with the terms set forth herein.

DELIVERY OF THE LEASED PREMISES

3.1 "As is", "Where is"

Except as otherwise expressly provided in this Lease, Lessee hereby accepts the Leased Premises from Lessor on an "AS IS", "WHERE IS" basis with all faults. Lessee hereby accepts the Leased Premises as being in good and satisfactory condition and suitable for Lessee's intended purposes.

3.2 Entire Agreement; No Representations or Warranties

THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY AND ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, UNDERSTANDINGS, PROMISES AND REPRESENTATIONS MADE BY EITHER PARTY TO THE OTHER CONCERNING THE SUBJECT MATTER HEREOF AND THE TERMS APPLICABLE HERETO. AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THERE HAVE BEEN NO REPRESENTATIONS, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THE LEASED PREMISES, IMPROVEMENTS (DEFINED BELOW) THEREON OR THIS LEASE NOT INCORPORATED IN WRITING HEREIN, AND THIS LEASE SHALL NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN. LESSOR'S OBLIGATIONS ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS LEASE, AND SHALL NOT INCLUDE ANY IMPLIED OBLIGATIONS, DUTIES OR WARRANTIES, ALL OF WHICH ARE DISCLAIMED BY LESSOR AND WAIVED BY LESSEE. IN PARTICULAR, LESSOR DISCLAIMS, AND LESSEE WAIVES, ANY WARRANTY AS TO THE LEASED PREMISES' CONDITION (AND ALL IMPROVEMENTS THEREON), THE ACCURACY OF THE LEGAL DESCRIPTION SET FORTH ON EXHIBIT "A" ATTACHED HERETO, THE EXISTENCE OF ANY ENCROACHMENTS, MERCHANTABILITY, HABITABILITY AND SUITABILITY OR FITNESS FOR ANY PARTICULAR USE OR

PURPOSE. LESSEE ACKNOWLEDGES THAT LESSEE HAS HAD ADEQUATE OPPORTUNITIES TO INSPECT THE LEASED PREMISES, ALL IMPROVEMENTS THEREON AND ALL OTHER ASPECTS OF THE LEASED PREMISES WHICH ARE CONTAINED IN THIS DISCLAIMER OR OTHERWISE.

ARTICLE IV

USE

4.1 Permitted Uses

The Leased Premises may be used and occupied by Lessee solely and exclusively for the provision of recreation activity and services, including associated parking. The Lease shall terminate seven (7) days after the District notifies the Town that the Leased Premises are being used for purposes other than the exclusive use as noted above. Lessee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the Leased Premises. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guideline published by the Architectural and Transportation Barriers Compliance Board.

4.2 Compliance with Laws

Lessee shall, at Lessee's sole cost and expense, comply with any and all federal, state, county, municipal laws, ordinances, orders, rules and regulations applicable to the Leased premises and Lessee's use and occupancy thereof as may be adopted and amended from time to time.

4.3 Alteration of Land

Lessee shall not divert or alter the natural drainage of the terrain without the prior written consent of Lessor.

ARTICLE V

LEGAL LIABILITY

5.1 Legal Liability

TO THE FULL EXTENT ALLOWED BY LAW, LESSEE SHALL DEFEND, PROTECT AND SAVE THE DISTRICT, ITS SUCCESSORS AND ASSIGNS, TRUSTEES, DIRECTORS, EMPLOYEES AND OFFICERS ("INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST, AND SHALL REIMBURSE SUCH PARTIES FOR, ALL LIABILITIES, OBLIGATIONS, LOSSES, CLAIMS, DAMAGES, FINES, PENALTIES, COSTS, CHARGES, JUDGMENTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES WHICH MAY BE IMPOSED UPON OR INCURRED

OR PAID BY OR ASSERTED AGAINST SUCH INDEMNIFIED PARTIES BY REASON OF OR IN CONNECTION WITH LESSEE'S USE OF THE LEASED PREMISES INCLUDING LESSEE'S INVITEES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR ANY TRESPASSERS, OCCURRING DURING THE TERM OF THIS LEASE AND ANY TIME THEREAFTER LESSEE RETAINS POSSESSION OF THE LEASED PREMISES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- a. ANY ACCIDENT, INJURY, DEATH OR DAMAGE TO ANY PERSON OR PROPERTY OCCURRING IN, ON OR ABOUT THE LEASED PREMISES;
- b. ALL CONSTRUCTION AND ANY CHANGES, ALTERATIONS, REPAIRS AND ANYTHING DONE IN, ON OR ABOUT THE LEASED PREMISES OR ANY PART THEREOF IN CONNECTION WITH SUCH CONSTRUCTION, CHANGES, ALTERATIONS AND REPAIRS;
- c. ANY ACT (WHETHER OR NOT NEGLIGENT) OR OMISSION ON THE PART OF LESSEE OR ANY OF ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, SERVANTS, EMPLOYEES, SUBLESSEES, LICENSEES, INVITEES, CUSTOMERS OR ANY TRESPASSERS;
- d. PERFORMANCE OF ANY LABOR OR SERVICES OR THE FURNISHING OF ANY MATERIALS OR OTHER PROPERTY IN RESPECT OF THE LEASED PREMISES OR ANY PART THEREOF; OR
- e. THE USE, OCCUPANCY, OPERATION OR CONDITION OF THE LEASED PREMISES, OR OF ANY BUILDINGS OR OTHER STRUCTURES NOW OR HEREAFTER SITUATED THEREON, OR THE FIXTURES OR PERSONAL PROPERTY THEREON OR THEREIN.

LESSEE'S FOREGOING INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

ARTICLE VI

IMPOSITIONS, UTILITIES, & MAINTENANCE

6.1 Impositions

- a. From and after the Effective Date, Lessee shall pay all applicable taxes, assessments for local improvements, use and occupancy taxes, water, storm and sanitary sewer rates and charges, licenses and permit fees, tap fees and other governmental levies and charges which are assessed, levied, confirmed, imposed or become a lien upon the Leased Premises (or any portion thereof), or become payable or accrue during the Term ("Impositions"). If Lessee does not timely pay such Impositions Lessor may, but shall not be obligated to, pay the same (without waiving Lessee's default) and such amount so paid, together with a finance charge thereon at the Default Rate, shall be due and payable to Lessor upon written demand therefor by Lessor. As soon as reasonably practical, Lessee shall furnish to Lessor official receipts of the appropriate taxing or regulatory authority or a canceled check payable to such taxing authority or other evidence reasonably satisfactory to Lessor evidencing payment thereof.

- b. So long as there is then no uncured Event of Default, Lessee may contest the collection or assessment of any Imposition by legal proceedings or other appropriate action. If Lessee so elects to contest such amounts, Lessee shall, prior to the prosecution or defense of any such claim, notify Lessor in writing of its decision to pursue such contest and, to the extent procedurally required and to avoid the consequences of delinquency, Lessee shall pay the amount in question prior to initiating the contest or otherwise shall provide, to the reasonable satisfaction of Lessor, adequate security to Lessor prior to initiating the contest. Within thirty (30) days after the conclusion of such contest, Lessee shall pay the amount, if any, determined to be due. Notwithstanding the above, Lessee may not delay, reduce or otherwise fail to timely pay in full any charges, fees, assessments or payments of any kind due to Lessor; if Lessee protests such payments.

6.2 Utilities

Lessee shall be responsible for and promptly pay all charges incurred for all utility services to the Leased Premises, including, but not limited to, telephone service, sanitary and storm sewer, water, natural gas, light, power, heat, steam, communications services, garbage collection and electricity arising out of Lessee's occupant's use, occupancy and possession of the Leased Premises during the term of this Lease. Lessee shall also pay for all maintenance upon such utilities. In no event shall Lessor be liable for any interruption or failure of utility service to the Leased Premises, except to the extent caused by Lessor's negligence.

6.3 Maintenance, Repairs

Lessee agrees that at its own expense it will keep and maintain the Leased Premises and all Improvements and fixtures, now existing or hereafter constructed including, without limitation, houses, buildings and other structures and appurtenances and all alterations or replacements thereof, foundation, roof, HVAC, plumbing, lighting, pavement, landscaping docks, piers, boat houses and related structures, retaining walls, bulkheads, gates, fences, septic tanks and water wells (together the "Improvements"), in a clean, neat and first-class condition and repair, including mowing grass and care of shrubs, such condition being determined by Lessor in its sole discretion. Lessee's obligation to maintain shall include all necessary repairs and replacements. In no event shall Lessor have any obligation to make any repairs or replacements to the Leased Premises.

6.4 Control of Safety and Security

During the term of the Lease, Lessor shall have no control over nor shall Lessor have any obligation or duty to maintain safety or security on the Lease Premises. Lessee agrees to assume all responsibility for safety and security on the Lease Premises, including the maintenance and improvement of all safety and security equipment, if any, on the Lease Premises. Lessor shall have no right, duty or responsibility for controlling the details of any work, service, or other activity of Lessee on the Lease Premises during the term of the Lease, including any construction activities, any maintenance activities, or any uses of the Lease Premises by Lessee, any of Lessee's invitees, Lessee's contractors or subcontractors, Lessee's employees, or any trespasser.

ARTICLE VII

HAZARDOUS SUBSTANCES

7.1 Hazardous Substance

For purposes of this Article VII, "Hazardous Substance" means any substance, matter, material, waste or pollutant, the generation, storage, disposal, handling, release (or threatened release), treatment, discharge or emission of which is regulated, prohibited or limited under: (i) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended (42 U.S.C. Sections 6901 et seq.); (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended (42 U.S.C. Sections 9601 et seq.); (iii) the Clean Water Act, as now or hereafter amended (33 U.S.C. Sections 1251 et seq.); (iv) the Toxic Substances and Control Act, as now or hereafter amended (15 U.S.C. Sections 2601 et seq.); (v) the Clean Air Act, as now or hereafter amended (42 U.S.C. Sections 7401 et seq.), (RCRA, CERCLA, CWA, TSCA and CAA are collectively referred to herein as (the "Federal Toxic Waste Laws"); (vi) any local, state or foreign law, statute, regulation, or ordinance analogous to any of the Federal Toxic Waste Laws; and (vii) any other federal, state, local or foreign law (including any common law), statute, regulation or ordinance now existing or hereafter enacted regulating, prohibiting or otherwise restricting the placement, discharge, release, threatened release, generation, treatment or disposal upon or into any environmental media of any substance, pollutant or waste which is now or hereafter classified or considered to be hazardous or toxic. All of the laws, statutes, regulations and ordinances referred to in subsections (vi) and (vii) above, together with the Federal Toxic Waste Laws are collectively referred to herein as "Toxic Waste Laws". The term "Hazardous Substances" shall also include, without limitation:

- a. gasoline, diesel fuel, fuel oil, motor oil, waste oil and any other petroleum hydrocarbons, including any additives or other by-products associated therewith;
- b. asbestos and asbestos-containing materials in any form;
- c. polychlorinated biphenyls; and
- d. any substance the presence of which on the Leased Premises:
 - i. requires reporting or remediation under any Toxic Waste Law,
 - ii. causes or threatens to cause a nuisance on the Leased Premises or poses or threatens to pose a hazard to the health or safety of persons on the Leased Premises, or,
 - iii. which, if it emanated or migrated: from the Leased Premises, could constitute a trespass, nuisance or health or safety hazard to persons on adjacent property.

7.2 Hazardous Substances Prohibited

Lessee shall not conduct, permit, or authorize the manufacturing, emission, generation, transportation, storage, treatment, existence or disposal in, on or under the Leased Premises, of any Hazardous Substance without prior written authorization by Lessor, except for such quantities which are routinely utilized in connection with, or which routinely results from, the lawful use of the Leased Premises, all of which are to be stored, used, handled, and disposed of in full compliance with all Toxic Waste Laws. Nothing contained herein shall be construed as imposing upon Lessee any responsibility for any Hazardous Substances conclusively proven to have been located in, on or under the Leased Premises on or prior to the Effective Date (the "Pre- Existing Conditions").

7.3 Compliance with Toxic Waste Laws

- a. Lessee shall, at its sole cost and expense, comply with all applicable Toxic Waste Laws; provided that nothing contained herein shall be construed as imposing upon Lessee any responsibility for compliance with applicable Toxic Waste Laws in respect of Pre-Existing Conditions.
- b. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR FROM ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, COSTS, EXPENSES, ATTORNEYS' FEES, REMEDIAL OR RESPONSE COSTS, INVESTIGATORY COSTS AND OTHER SIMILAR EXPENSES ARISING OUT OF OR OTHERWISE ATTRIBUTABLE TO ANY VIOLATION BY LESSEE, OR LESSEE'S INVITEES, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR ANY TRESPASSER OF ANY TOXIC WASTE LAW, UNLESS SUCH VIOLATION IS THE RESULT OF PREEXISTING CONDITIONS. THIS INDEMNITY OBLIGATION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS LEASE.

ARTICLE VIII**INSURANCE****8.1 Lessee's Insurance**

Lessee shall, at its sole cost and expense, obtain and maintain liability insurance for such damages as are applicable under the Texas Tort Claims Act, insuring Lessee against all claims, demands or actions arising out of or in connection with injury to or death of a person or persons and for damage to or destruction of property, as such liability may exist under the Texas Tort Claims Act, occasioned by or arising out of or in connection with the use or occupancy of the Leased Premises. Lessee's liability insurance policy shall name Lessor as an additional insured and shall be primary and non-contributory with regard to any policy maintained by Lessor.

ARTICLE IX**ASSIGNMENT AND SUBLETTING****9.1 Lessee Assignment**

Lessee may not assign this Lease without Lessor's prior written consent.

ARTICLE X**DEFAULT AND REMEDIES****10.1 Events of Default**

The failure of Lessee to comply with or to observe any other terms, provisions or conditions of this Lease performable by Lessee to Lessor's satisfaction, including removal, repairs and replacements, and such failure continues after Lessor gives Lessee thirty (30) days to initiate any cure. Upon the occurrence of any event of default, and in the event Lessee fails to initiate any cure of the default, Lessor shall have the right to pursue and enforce any and all rights and remedies available to Lessor hereunder or at law or equity.

10.2 Termination Obligations

If, Lessor terminates this Lease for a reason other than Lessee's default of a term or condition of this Lease, prior to the scheduled end of the Term, Lessor shall be obligated to repay Lessee, the full amount of any grant which was issued and paid to the Town, but only to the extent of (i) the sum Lessee is required to repay of such grant because it was conditioned upon the minimum term of twenty-five (25) years for this Lease plus (ii) the additional sum paid

by Lessor for construction of improvements, multiplied by the number of years remaining at the time of termination in the Term of the Lease, divided by the original twenty-five (25) year Term of the Lease.

10.3 No Waiver by Lessor

Pursuit by Lessor of any of the remedies provided for in Section 10.2 hereof shall not preclude Lessor's pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit by Lessor of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. Lessor's failure to terminate the Lease following an Event of Default hereunder shall not be construed as Lessor's waiver of such Event of Default. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

ARTICLE XI

IMPROVEMENTS

11.1 Construction of Improvements

- a. Improvements installed or constructed on the Leased Premises shall be in conformance with all Laws, rules Building Codes other rules and regulations promulgated or adopted by the Town from time to time and shall be of sound and substantial construction. Lessee accepts all responsibility for safety, structural soundness, and compliance with all applicable construction codes as they relate to buildings, structures and facilities. All Improvements shall be installed or constructed in a good and workmanlike manner and shall be properly maintained in good repair and appearance by Lessee. Lessee agrees to correct any substandard conditions resulting from failure to properly maintain Improvements.
- b. Lessee need not obtain written permission from Lessor for any Improvements to be built, installed or maintained on the Leased Premises so long as the purpose of the facility is to facilitate recreation activities, and the Town has issued a valid building permit for such construction.
- c. Lessee will not permit or suffer to be filed or claimed against the Leased Premises or any building or Improvement thereon or against Lessor, any mechanic's, materialman's or other lien, charge or order for the payment of money. In the event any such lien, charge or order shall be filed or claimed, Lessee shall, at its own expense, cause the same to be

canceled and discharged of record within thirty (30) days after Lessee shall have received notice of the filing thereof, or Lessee may, within said period, furnish to Lessor a bond satisfactory to Lessor against said lien, charge or order, in which case Lessee shall have the right in good faith to contest the validity or amount thereof. LESSEE HEREBY AGREES TO DEFEND AND HOLD LESSOR HARMLESS from any loss, liability, expense (including attorneys' fees) incurred or suffered by Lessor as a result of any such lien, charge or order.

Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific alteration, addition, improvement or repair that would give rise to the filing of any lien against the estate or interest of the Lessor in and to the Leased Premises, nor as giving Lessee any right, power or authority to contract for or permit any rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the estate or interest of the Lessor in and to the Leased Premises. Lessor shall not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding the Leased Premises through or under Lessee, upon credit and that no mechanic's or other lien for such labor, services or materials shall attach to or affect the estate or interest of Lessor in and to the Leased Premises.

11.3 Ownership of improvements; Removal

Title to all Improvements made shall be and remain in Lessee, subject to Lessee's abandonment of the Leased Premises. No less than twelve (12) months prior to the expiration of the Term Lessee shall give Lessor written notice of its election to either remove or abandon any Improvements. If Lessee elects to remove the Improvements, Lessee shall do so, along with all other property located thereon by Lessee and return the Leased Premises to a dressed dirt condition or as otherwise required by Lessor. If Lessee notifies Lessor of its election not to remove the Improvements or Lessee fails to give timely notice of any election, then Lessee will remove all other property owned by Lessee prior to expiration of the Term, and upon such expiration, Lessee will be deemed to have abandoned the Improvements and title to the Improvements shall automatically pass to, vest in and belong to Lessor without further action on the part of either party or additional consideration payable to Lessee; provided, however, Lessor may by written notice to Lessee given no more than one hundred eighty (180) days after Lessee's notice, or failure to timely notify, of Lessee's election to abandon the Improvements, require Lessee to remove all Improvements, and in such event, Lessee shall remove the Improvements and other property and return the Leased Premises to a dressed dirt condition prior to expiration of the Term.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Information and Notices

Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile transmission, with "answer back" or other "advice of receipt" obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt. Notices to the District shall be addressed to the District's Authorized Representative as follows:

Superintendent, Argyle Independent School District, 800 Eagle Drive, Argyle, Denton County, Texas, 76226

Or at such other address or to such other facsimile transmission number and to the attention of such other person as the District may designate by written notice to the Town.

Notices to the Town shall be addressed to:

Town Manager, Town of Argyle, 308 Denton Street, Argyle, Texas 76226

Or at such other address or to such other facsimile transmission number and to the attention of such other person as the Applicant may designate by written notice to the District.

12.2 Effective Date of Agreement

This Agreement shall be and become effective on the date of final approval of this Agreement by the District's Board of Trustees.

12.3 Amendments to Agreement; Waivers

This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement.

12.4 Merger

This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

12.5 Governing Law

This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Denton County, Texas.

12.6 Authority to Execute Agreement

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

12.7 Severability

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 12.7, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

12.8 Interpretation

When a reference is made in this Lease to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase "but not limited to" words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

12.9 Execution of Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Contact Information

Partner name: Town of Argyle

Partner representative: Mr. Paul E. Frederiksen

Position: Town Manager

Address: 308 Denton Street, Argyle, Texas 76226

Telephone: (940) 464-7273

Fax: (940) 464-7274

E-mail: pfrederiksen@argyletx.com

Partner name: Argyle Independent School District

Partner representative: Dr. Telena Wright

Position: Superintendent

Address: 800 Eagle Drive Argyle, Texas 76226

Telephone: (940) 464-7241

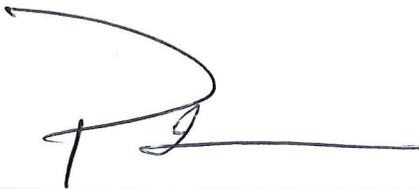
Fax: (940) 464-_____

E-mail: twright@argyleisd.com

Agreement Signature Page

The undersigned offers and/or agents of the parties are hereby properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, 21st day of Sept, 2016.



Mr. Paul E. Frederiksen, Town Manager
Town of Argyle

Date: 9-22-2015



Dr. Telena Wright, Superintendent
Argyle Independent School District,

Date: 9-21-15



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a resolution authorizing the Town Manager to execute an agreement with Dunkin, Sims, Stoffels, Inc. (DSS) to prepare Construction Documents and Specifications for the Argyle Community Park.

Background:

Dunkin, Sims, Stoffels, Inc. (DSS) has over thirty years of landscape architecture and park planning experience and has been involved in over 70 cities and towns across the state. Prior to this recommendation, DSS assisted the town with the Park and Trail section update to the Comprehensive Plan including submission to the Texas Parks and Wildlife Department for acceptance which is required to be updated every five years. Following that, DSS prepared a site plan and preliminary budget for the Argyle Community Park and assisted with the Local Parks Non-Urban Outdoor grant application.

Based on a final master plan for the park and topographical map, DSS will prepare construction documents for construction of the park. Through the design development process we will provide updated cost estimates as we proceed with plan development. Final selections of various park elements will be coordinated with the Town. The services in this phase are divided into three sections: (1) construction documents and specifications; (2) bidding and contract award; and (3) construction administration.

Financial Impact:

\$118,500 CIP.

Staff Recommendation:

Approval

Requested Action:

Motion to approve a resolution authorizing the Town Manager to execute an agreement with Dunkin, Sims, Stoffels, Inc. to prepare Construction Documents and Specifications for the Argyle Community Park.

Attachments:

Resolution

Proposal of Scope of Services from Dunkin, Sims, Stoffels, Inc., Mr. Dennis Sims, Principal
Argyle Community Park – Site Plan

**TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2016-xx**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS APPROVING THE SCOPE OF SERVICES FOR THE PREPARATION OF CONSTRUCTION DOCUMENTS AND SPECIFICATIONS FOR THE ARGYLE COMMUNITY PARK WITH DUNKIN SIMS STOFFELS, INC AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID PROPOSAL AND ASSOCIATED DOCUMENTS ON BEHALF OF THE TOWN OF ARGYLE, TEXAS.

WHEREAS, the Town of Argyle desires to proceed with the preparation of construction documents and speciation’s for the Argyle Community Park as part of the awarded grant for the local parks non-urban outdoor grant to fund the design and construction of the Argyle Community Park.

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 the scope of services for the preparation of construction documents and specifications for the Argyle Community Park with Dunkin Sims Stoffels, Inc. attached as Exhibit “A” and further authorizes the Town Manager to execute said proposal and associated documents on behalf of the Town of Argyle, Texas.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this the 28th day of June, 2016.

TOWN OF ARGYLE, TEXAS

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary
Approved as to Form and Legality:

Matthew C. G. Boyle, Town Attorney



May 17, 2016

Mr. Paul Frederiksen
 Town Manager
 Town of Argyle
 308 Denton Street
 P.O. Box 609
 Argyle, Texas 76226

Dear Mr. Frederiksen:

The following proposal will outline our scope of services for preparation of Construction Documents and Specifications for the Argyle Community Park at the Argyle Intermediate School. This scope of services will specifically describe the professional services the consulting team will provide for the Town. Dunkin Sims Stoffels, Inc. will be the primary consultant for the project and will be assisted by Engineering Associates, Inc. for electrical field lighting, and Mike Brown for irrigation design.

The following task will be addressed:

1. CONSTRUCTION DOCUMENTS AND SPECIFICATIONS FOR THE PARK

Design Development Services

Based on a final master plan for the park, the topographical map and master plan, we will prepare construction documents in order to obtain sealed competitive bids and/or a Construction Manager at Risk (CMR) for construction of the park. The construction delivery method will be finalized later in the plan development process. The following scope will outline the detailed services provided to the Town of Argyle for completion of this park.

Through the design development process we will provide updated cost estimates as we proceed with plan development. Final selections of various park elements will be coordinated with the Town. The services in this phase are divided into three sections: (1) construction documents and specifications; (2) bidding and contract award; and (3) construction administration. Each section sets forth the services to be performed.

The following park elements will be included in the Design Development phase for the park property. Final or additional elements will be determined by the Town of Argyle.

- Concrete Multi-Use Trail 2,500 L.F. 10' Wide with Fly Ash
- Youth Baseball Field Lights, Reuse Existing Fence, ADA Renovations
- Youth Softball Field Lights, Fence, and ADA Renovations
- Youth Softball Field (Unlit)
- Picnic Pavilion/Outdoor Classroom 30' Dia. With Two (2) Interpretive Signs for Habitat

- Youth Soccer Field
- Multi-Purpose Court
- Sand Volleyball Court
- Playground Structure
- Three (3) Park Benches (Recycled Materials)
- Three (3) Picnic Tables (Recycled Materials)
- Xeriscape Planting with Drip Irrigation and Water Harvest System from Concession
- Native Trees Planting with Drip Irrigation for Ten (10) Trees
- ADA Modification to Parking Lot
- Permanent & Temporary Signage

We have included a total of three (3) meetings to present the master plan and design development phase of the park to the Town Council. Additional meetings will be billed at \$500.00 per meeting.

Construction Documents and Specifications

Construction documents and specifications will be prepared for the park elements outlined in the opinion of probable cost for construction. The consulting team will perform the following tasks in this section of the project. The plans and specifications are prepared for General Contractor and/or Construction Manager at Risk (CMR) to be bid and built in one construction contract.

- Grading Plan(s) which will establish grades for all elements of the project.
- Layout Plan(s) locating by dimensions all structures, walks, trails, fence lines, planting areas, signs, etc.
- Construction Details providing plans, sections, and elevations of the individual elements of the plans.
- Irrigation Plans illustrating heads, valves, pipe and controller.
- Prepare proposal forms and appropriate add or deduct alternates.
- Prepare the project manual.

Bidding and Contract Award

The method of construction delivery may be through a Construction Manager at Risk (CMR). We will work with the Town to hire a CMR or obtain sealed competitive proposals.

The Consultant will be responsible for the following tasks in this phase:

- Distribute plans and specifications from our office to interested contractors.
- Answer questions and interpret drawings during the bidding period.
- Assist the Town in receiving bids.
- Prepare and distribute any required addendum.
- Attend the bid opening and prepare a bid tabulation sheet for completion at the bid opening.
- Analyze the bids and make a written recommendation to the Town for awarding a contract.

Construction Administration

We will perform the following tasks during this phase of the project:

- Consultation and advice to the Town.
- Preparation of elementary and supplementary sketches required to resolve field conditions.
- Approval of submittals and shop drawings submitted by contractor for conformance with the design concept.
- The consulting team shall make periodic site visits to determine if the project is proceeding in accordance with the contract documents. The consulting team shall not be responsible or liable for the Contractor's failure to perform the construction work in accordance with the contract documents.
- Review and approval of all certificates for payment submitted by the Contractor.
- Prepare Change Orders for the Town's approval and execution.
- Coordinate final site walk through with the Town at the conclusion of the construction and provide a punch list to Contractor to complete the project.

ADDITIONAL SERVICES

The following items set forth below are services provided in addition to Basic Design Services. Costs for each item listed have been provided as a reimbursable expense.

Geotechnical Survey (Third Party)

A Geotechnical Survey will be required for soil analysis and structural recommendation for the park. The Town should budget \$7,500.00 for this task.

Plan and Specification Printing

The Consultant will invoice the Town at cost for all out-of-house printing of plans, specifications and plotting of AutoCAD files. Requested mounting or laminating of master plans will also be invoiced at the incurred cost.

In-house printing of check prints for use in preparing the construction documents are included in the basic design services.

Postage and delivery expenses will not be invoiced during the Design Phase of the contract. Courier, express mail, or overnight delivery charges, as well as, the cost of mailing sets of contract documents to prospective bidders will be charged to the Town. We would recommend the Town budget \$2,000.00 for this task.

Texas Department of Licensing and Regulation – Plan Review and Inspection Fees

The Consultant shall be reimbursed for the TDLR Review and Inspection fees. The Town should budget \$2,500.00 for this task.

Inspection Allowance

We have estimated an allowance of \$7,500.00 for the inspection fees of concrete and field lighting. This allowance would only be used upon request by the Town of Argyle.

Additional Services

Additional Services which are not included in this proposal include:

- Preparation of final or preliminary plats and floodplain studies.
- Floodplain Studies required because of the floodplain such as FEMA Studies or U.S. Army Corp of Engineer studies.
- Any off-site utilities or trunk utility lines.
- Design or redesign of existing concession/restroom buildings.
- A Topographical Survey for the park will be provided by the Town Engineer Birkhoff, Hendricks & Carter, L.L.P.

Overhead Power Line

Relocation of any major electric overhead powerline is not included in this scope of services.

Professional Fees Summary

We will prepare the scope of services for the following fees:

1. Prepare Construction Documents and Specifications	<u>\$ 99,000.00</u>
Total:	\$ 99,000.00

Additional Services

Geotechnical Survey	\$ 7,500.00
Plan and Specification Printing	\$ 2,000.00
TDLR Fees	\$ 2,500.00
Inspection Allowance	<u>\$ 7,500.00</u>

Total Additional Services: \$ 19,500.00

TOTAL ESTIMATED SERVICES FEES: \$118,500.00

Plan preparation and/or bidding of separate items of the project will be considered additional services.

Preparation of Alternates for the Construction Document Phase

The Consultants fees are based upon the total dollars allocated for construction of the project. The Consultant will prepare an estimate for probable cost of construction. This estimate will be based on the design development phase of the project. Should the Town request design alternates be prepared for bidding, the consulting team will invoice the Town in addition to the original contact amount, the agreed percentage of construction costs for preparation of plans, construction documents and specifications for the alternates. Any such expenses shall be pre-authorized by the Town in advance of work being performed.

We appreciate the opportunity to submit this scope of services and we look forward to working with you and the Town of Argyle. If you have any questions do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis Sims', with a stylized flourish at the end.

Dennis Sims, RLA
Principal
Dunkin Sims Stoffels, Inc.

Dunkin Sims Stoffels, Inc.
 LANDSCAPE ARCHITECTS/PLANNERS
 9803 White Rock Trail, Suite 200
 Dallas, Texas 75228
 PH: (214) 564-8779
 FAX: (214) 564-8781

Argyle Park Master Plan
 Town of Argyle, Texas

Issue Date:	July 10, 2015
Revisions:	
Master Plan site layout	
L1.01	



Preliminary Master Plan

C: These drawings are the sole property of DUNKIN SIMS STOFFELS, INC. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of DUNKIN SIMS STOFFELS, INC. is strictly prohibited.



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a Resolution authorizing the Town Manager to execute a 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

Requested by:

Mr. Paul Frederiksen, Town Manager

Mr. Trent Petty, Petty & Associates, Town ED Consultant

Background:

In order to begin the process of development for the Waterbrook project, staff recommends that the Town Council execute the attached development agreement in order to memorialize the expectations of the parties as this project unfolds. Development agreement components call out the expectations related to creating the PID as well as creating the TIF overlay which will be used to buy down the PID assessment on the project. This model will be further explained at our work session prior to the Council meeting by Mr. Petty. Attached to the development agreement are several exhibits including; the legal description, the property depiction, the on and offsite public improvements, the necessary offsite easements, the initial description of the PID bond structure and the TIRZ funding model. The goal of the development agreement is that both parties start the process on the same page with the same expectations as we move through this complex project. There are several salient deal points that warrant highlighting for the Council

1. The PID and TIRZ are both necessary for this project due to the cost of the S1 sewer line and property acquisition.
2. The term of the TIRZ and PID will be 30 years.
3. As modeled, the project does provide a positive revenue stream to the Town sufficient to cover operating expenses with a varying degree of surplus annually.
4. There are performance based sales tax contributions to the project included in the TIRZ model that will be reimbursed to the Developer via a separate 380 Agreement. **All** sales tax reimbursements are performance based in that they will not be paid unless the commercial and retail components of the development occur and produce according to the estimates.
5. Denton County has not yet expressed support for the TIRZ nor do we know what level of support they may be willing to pledge if any. Therefore Denton County support has been conservatively estimated for illustration purposes only and should not be assumed to represent Denton County's ultimate decision as to whether or not to participate. As such;
6. The Development Agreement is intended to establish broad deal point parameters which will be subject to review and possible alteration contingent upon the consent of the Council as the project progresses.

Financial Impact:

The cost of the preparation of the development agreement and review by Town staff and consultants is being born by the applicant.

Staff Recommendation:

Approval.

Requested Action:

Approval.

Attachments:

Development Agreement and Exhibits A-G attached to the Development Agreement

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2016-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF ARGYLE, TEXAS AND TERRA MANNA, LLC FOR THE WATERBROOK DEVELOPMENT .

WHEREAS, the Town of Argyle, Texas (the "Town") is a general law municipal corporation duly organized and validly existing under the laws of the State of Texas located within Denton County, Texas;

WHEREAS, Terra Manna, LLC (the "Developer") is a Texas limited liability corporation whose principal office is located within Denton County, Texas;

WHEREAS, the Developer plans to develop approximately 105.35-acres of land within the Town's corporate limits to be known as the "Waterbrook" development which will require the construction of certain public infrastructure improvements (the "Public Improvements");

WHEREAS, the Town Council of the Town (the "Town Council") has reviewed the proposed Development Agreement between the Town and the Developer (the "Development Agreement"), a copy of which is attached hereto as *Exhibit A* and is incorporated by reference for all purposes, that, among other things, provides for the construction and financing of the Public Improvements; and

WHEREAS, upon full review and consideration of the Development Agreement and all matters attendant and related thereto, the Town Council is of the opinion that the terms and conditions thereof are in the best interests of the Town and its citizens and should be approved, and that the Mayor should be authorized to execute the Development Agreement on behalf of the Town and Town staff should be authorized to take such actions as may be required to effect the purposes of the Development Agreement.

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

SECTION 1. The recitals set forth in the WHEREAS clauses of this Resolution are true and correct and are incorporated as part of this Resolution.

SECTION 2. The Town Council has reviewed the terms and conditions of the Development Agreement and finds such terms and conditions to be acceptable and in the best interests of the Town and its citizens, and the Development Agreement is hereby approved.

SECTION 3. The Mayor is hereby authorized to execute the Development Agreement, for and on behalf of the Town, and Town staff is hereby authorized and instructed to take all such actions necessary to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents as shall in the judgment of the Town Manager be appropriate in order to effect the purposes of the foregoing resolution.

SECTION 4. This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, THIS 28th DAY of JUNE, 2016.

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

APPROVED AS TO FORM:

Matthew Boyle, Town Attorney

EXHIBIT A
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered into by and between The Town of Argyle, Texas (the "Town") and Terra Manna, LLC (the "Developer") (the Town and the Developer each individually, a "Party" and collectively, the "Parties") to be effective on the 28th day of June, 2016 (the "Effective Date").

RECITALS

WHEREAS, the Town is a general law municipal corporation duly organized and validly existing under the laws of the State of Texas located within Denton County, Texas;

WHEREAS, the Developer is a Texas limited liability corporation whose principal office is located within Denton County, Texas;

WHEREAS, the Developer plans to develop in phases an approximately 105.35-acre tract of land more particularly described by metes and bounds in **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, as of the Effective Date, the Developer has the Property under contract to be purchased from Argyle Church of Christ, Inc., Champion Investments, L.L.C., EM Land Holdings, LLC and Oak Hills Community Church (collectively, the "Owner"); and

WHEREAS, the Property is located wholly within the Town's corporate limits; and

WHEREAS, the Parties acknowledge that Argyle Water Supply Corporation holds the water certificate of convenience and necessity ("CCN") over the Property and will be the retail provider of water service to the Property; and

WHEREAS, the Parties intend for the Town to be the retail provider of sewer service to the Property;

WHEREAS, the Developer desires to proceed with development of the Property pursuant to the zoning regulations approved April 23, 2016, by Town Ordinance No. 2016-08 (the "Zoning"); and

WHEREAS, development of the Property will require certain public improvements to be constructed within existing and to be acquired Town rights-of-way and easements within and outside the Town's existing corporate limits, which improvements are further described in Article IV and on **Exhibit C** (collectively, the "Off-Site Public Improvements"); and

WHEREAS, development of the Property will require certain on-site infrastructure, including streets and roads; drainage; sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and land for all of the on-site public improvements, a portion of which is further described on **Exhibit D** (collectively, the "On-Site Public Improvements"); and

WHEREAS, the costs of the On-Site Public Improvements and the Off-Site Public Improvements (collectively, the "Public Improvements") reflected on **Exhibit C** and **Exhibit D** are estimates, and shall not be construed as caps on the costs of the Public Improvements; and

WHEREAS, the Public Improvements are not currently available to serve development of the Property; and

WHEREAS, the cost of the Public Improvements, estimated to exceed \$20 million, is needed for the development of the Property and requires the participation of the Town; and

WHEREAS, the Town has determined that full development of the Property as provided herein will promote local economic development within the Town and will stimulate business and commercial activity within the Town, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the Town's tax base and utility revenues; and

WHEREAS, the Parties have determined that the financing of a portion of the costs of the Public Improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"); and

WHEREAS, the Town intends to create a public improvement district encompassing the Property for the purpose of financing the Public Improvements that confer a special benefit on the Property (the "PID"); and

WHEREAS, the extent of offsite public improvements that are necessary to serve the development represent a significant benefit to the Town by completing the long planned and anticipated S-1 sewer line to the south; and

WHEREAS, construction of the public infrastructure represents an extraordinary cost that warrants the Town's participation to further the implementation of the Town's Comprehensive Plan; and

WHEREAS, the Town will consider creating a tax increment reinvestment zone encompassing the Property (the "TIRZ") pursuant to Chapter 311, Texas Tax Code, as amended, entitled the Tax Increment Financing Act ("TIF Act") for the purpose of incentivizing the construction of the Public Improvements by the Developer and/or reducing a portion of the PID assessments levied on the Property; and

WHEREAS, the Parties have determined that they have the authority to enter into this Agreement; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding restrictions and commitments to be imposed upon such Property; and the Parties are proceeding in reliance on the enforceability of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I REPRESENTATIONS AND DEFINITIONS

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The Town represents and warrants that this Agreement has been approved and duly adopted by the Town Council of the Town in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of the Town has been authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been authorized to do so.

1.03 Legislative Authority. This Agreement is contingent upon certain future legislative acts. This Agreement does not bind the Argyle Town Council to approve a Public Improvement District or a Tax Increment Reinvestment Zone or enter into a Chapter 380 Agreement or do any other act; provided that the Developer will not be bound to the terms of this Agreement if such contingencies do not occur.

ARTICLE II PURPOSES, CONSIDERATION, AND TERM

2.01 Purposes. The Parties desire to enter into this Agreement to provide for infrastructure for the Property, including the Public Improvements, including establishing the means of and terms for financing the Public Improvements by the Town and the Developer.

2.02 Consideration. The covenants of, benefits to, and performances by, the Parties set forth in this Agreement, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

2.03 Term. This Agreement shall have a term starting on the Effective Date and expiring the later of expiration of the TIRZ, or payment in full of any PID bonds, or 30 years after the Effective Date (the "Term").

ARTICLE III FEES

3.01 Development Fees and Capital Recovery Fees.

(a) Except as specifically described below in this Section 3.01, the Developer shall be subject to those lawfully adopted fees and charges due and payable to the Town in connection with the development of the Property.

(b) All capital recovery fees including, but not limited to, pro rata fees and impact fees for sewer and roadways, shall be charged against the Property in compliance with Chapter

395 of the Texas Local Government Code and shall be eligible for reimbursement by the PID and/or the TIRZ.

ARTICLE IV PUBLIC IMPROVEMENTS

4.01 Off-Site Improvements.

(a) The Off-Site Public Improvements shall include the improvements described on **Exhibit C**. Provided the Parties execute the 380 Agreement (defined in Section 6.04 below), the Developer will construct, using proceeds from the sale of the PID bonds and Developer contributions, if needed, the Off-Site Public Improvements. Subject to approval of plans and the acquisition of any necessary easements, in no less than twenty (20) days following creation of the PID, the Developer may begin construction of the off-site improvements which shall consist of constructing the S-1 sewer line extension from the Property to the TRA take point south of Liberty Christian School (the "S-1 Sewer Line"). A portion of the costs of the Off-Site Public Improvements shall be eligible for reimbursement from the PID financing according to the special benefit conferred upon the properties being assessed within the PID. The remaining costs of the Off-Site Public Improvements shall be eligible for reimbursement by the TIRZ, subject to approval of the Final Project and Finance Plan by the Town.

(b) Subject to Town Council authorization after a finding of public necessity, the Town agrees to take reasonable steps to obtain all third-party rights-of-way, consents, or easements, required for the Off-Site Public Improvements which easements are depicted and described on **Exhibit E** (collectively, the "Off-Site Easements") through the use of the Town's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, compensation awards or negotiated amounts for the condemned property interest, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the Town in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the Town's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the Town. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the Town will use all reasonable efforts to expedite such condemnation procedures so that the Off-Site Easements can be acquired as soon as reasonably and legally practicable. Before paying any negotiated amount to avoid legal proceedings and/or litigation, the Town shall present the negotiated amount in writing to the Developer. The Developer shall have two (2) business days (or longer if indicated in writing by the Town) to advise the Town of its recommendation as to the negotiated amount.

If the Town's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the Town into the escrow account within 10 days after written notice from the City. Any unused escrow funds will be refunded to the Developer with 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the Town, and the Town reserves the right, at all times, to control its proceedings in eminent domain. The costs of acquiring the Off-Site Easements, including all Eminent Domain Fees, are costs of the Public Improvements.

4.02 On-Site Public Improvements.

(a) The On-Site Public Improvements shall include, but not be limited to, the improvements described on **Exhibit D**. Provided the Town closes the sale of the PID bonds and creates the TIRZ, the Developer will construct, using proceeds from the sale of the PID bonds and Developer contributions, if needed, the On-Site Public Improvements described on **Exhibit D**.

4.03 Public Improvements.

(a) The Developer agrees to complete construction of the portions of the Public Improvements as may be necessary to serve the respective phases of development of the Property following the Town's approval of the construction drawings and issuance of all required permits. The Town will not issue any building permits until such time as all required public infrastructure has been completed and accepted by the Town.

(b) Prior to commencement of construction of the Public Improvements, the Developer shall submit to the Town for review the proposed construction contracts and bids. The Town may object to such contracts and bid amounts within 30 days of receiving them from the Developer if the Town provides a bid from a qualified contractor willing to complete the work for at least 10 percent less than the proposed Developer bid for the same work. The Developer and the Town shall work together to construct the Public Improvements at a competitive cost; however, competitive bidding and performance bonds shall not be required. The Developer shall be exempt from any public bidding requirements pursuant to Section 252.022(a)(9), Texas Local Government Code, as amended, which statute provides that projects for paving, drainage, street widening, and other public improvements are exempt from public bidding requirements if at least one-third of the cost of the improvements is to be paid by or through special assessments levied on property that will benefit from the improvements. In addition, no security, such as a bond or letter of credit, shall be required from the Developer to secure completion of the Public Improvements, but a payment and maintenance bond shall be provided to the Town by the Developer as required by the Town's subdivision regulations.

4.04 Cost Sharing.

(a) The Town agrees that the Developer may fund its share of the costs of the Public Improvements from the proceeds of PID bonds to the extent the improvements provide a special benefit to the Property.

(b) As described in Section 6.02 below, the Town shall participate in the costs associated with right-of-way acquisition for and design of certain Public Improvements, including all off-site sewer improvements.

(c) The Developer shall have no obligation to fund or construct any public improvements or dedicate any right-of-way other than as described in this Agreement.

4.05 Construction Standards. All ordinances of the Town establishing construction, engineering and building standards, as they presently exist or may in the future be adopted, shall apply to the Public Improvements and all other construction.

ARTICLE V UTILITY SERVICE PLAN

5.01 General. It is anticipated that the Property will develop in phases. Further, other areas within the Town's corporate boundaries are expected to continue to develop over time. Accordingly, it is understood and agreed that a reliable long term source of treated water supply and wastewater treatment will be needed so that utility capacities will be available at times and in amounts needed to meet the ultimate requirements of the Property and other areas of the Town as they develop.

5.02 Wastewater Service. The Parties acknowledge and agree that sanitary sewer capacity will be needed in phases as the Property develops. The Town represents and confirms that it will provide sanitary sewer service at times and in amounts sufficient to meet the service demands of the Property, including, without limitation, for the Developer's anticipated first phase of development upon Developer's completion of the Off-Site Public Improvements. Based upon the foregoing, the Developer acknowledges and agrees to the Town being designated as the sole and exclusive retail sewer service provider for the Property. From time to time and within ten business days after receiving a written request from the Developer, the Town will provide to the Developer a "will serve" letter confirming sufficient sewer discharge capacity to serve the proposed development of the Property.

ARTICLE VI INFRASTRUCTURE FINANCING and PUBLIC INCENTIVES

6.01 PID Financing.

(a) The Developer has filed with the Town Secretary a petition signed by the Owner requesting creation of the PID over the Property. Following approval of this Agreement, receipt of the PID creation petition and compliance with all PID Act requirements, the Town shall create the PID over the Property described in the petition to fund all or a portion of the Public Improvements that will confer a special benefit upon the Property within the PID, a portion of which Public Improvements are further described on Exhibit C and Exhibit D. The costs shown on the exhibits are estimates, and shall not be construed as caps on the cost of the Public Improvements.

(b) The Town intends to issue PID bonds to fund construction of a portion of the Public Improvements. The PID bonds will be structured consistent with one of the three options reflected in Exhibit F or in another manner agreed to by the Parties. As soon as reasonably practicable following a request by the Developer, provided the Town confirms the bonds will not negatively impact the Town's (i) credit rating, (ii) access to capital, or (iii) cost of capital, the Town, in its sole discretion, may adopt an ordinance authorizing the issuance of PID bonds.

(d) PID funding of the Public Improvements, as authorized by the PID Act and approved by the Town, may include to the extent authorized by State law: (i) annual payments by each owner to the Town of PID assessments; and (ii) the issuance by the Town of PID bonds secured by such assessments and/or other security.

(e) The Public Improvements to be funded by the PID will be the same as those described in the PID Service and Assessment Plan, which Public Improvements confer a special benefit on the Property (the "PID Projects").

(f) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended.

(g) The Town and the Developer will jointly determine the PID Project Costs and prepare a Service and Assessment Plan for the PID. Provided the Town approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Town Secretary for public inspection, it is anticipated that the Town will levy special assessments against the Property. The Town shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the Town shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. As needed to implement the Service and Assessment Plan, the Town and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the Town's reimbursement to the Developer of certain PID Project Costs from PID bond proceeds or from the annual collection of installment payments on PID assessments.

(h) The Town will use its reasonable efforts to issue one or more series of PID bonds secured, in whole or in part, by assessments levied against benefited property within the PID. The net proceeds from the sale of PID bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the Town to issue PID bonds is conditioned upon the future vote of the Town Council to issue said bonds and the adequacy of the bond security and the financial ability and obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID bonds and the amount, if any, of cost overruns. The Town may require the Developer to secure its obligation to pay such deficit and cost overruns by depositing cash, to be placed in the appropriate fund. The net proceeds from the sale of the PID bonds together with any Developer contributions, if required, will be deposited in and disbursed from a fund created and administered pursuant to the indenture under which the PID bonds are issued.

6.02 TIF Financing. On or before September 14, 2016, the Town anticipates the (i) creation of the TIRZ with a term the greater of 30 years or until all PID bonds are paid off; (ii) approval of a project and finance plan that dedicates to the tax increment fund an amount currently estimated to be 40 percent of the Town's real property ad valorem taxes and 50 percent of the Town's one-cent sales tax from the TIRZ during the Term (the "TIF Fund") to fund a portion of the Public Improvements and the costs to create and administer the TIRZ; and (iii) approval of an agreement (the "TIF Agreement") granting all or a portion of the TIF Fund revenue as a credit against PID assessments for the term of each series of PID bonds. The TIF Agreement will provide for an offset or credit (collectively, the "Annual Credit Amount") against the PID assessments levied against the Property (as described in the PID service and assessment plan). The TIRZ participation will be structured consistent with the model set forth on Exhibit G or in another manner agreed to by the Parties. The Town will prepare each year an

updated PID assessment roll confirming the amount of the annual installment owed on PID assessments and the reduced assessment amount burdening the Property after the Town applies the Annual Credit Amount against the annual PID installment payment. The necessary costs incurred by the Town in creating and administering the TIRZ will be paid by the Developer until such time as the TIF Fund includes amounts sufficient to pay or reimburse such costs.

6.03 County Participation in TIF Financing. The Town will use best efforts to obtain Denton County participation in the TIRZ.

6.04 380 Grant. A grant agreement (the "380 Agreement") pursuant to the authority of the Texas Local Government Code Chapter 380, between Developer and the Town is a condition to Developer's obligations to construct the Public Improvements. It is anticipated that the 380 Agreement will provide for a grant to the Developer of all sewer impact fees paid to the Town for (a) development of all or any portion of the Property and (b) all or any portion of the property within the sewer basin contributing flows to or benefitting from the S-1 Sewer Line which grant shall reimburse the Developer for costs related to construction of the S-1 Sewer Line. The Town, at its option, may enter into pro rata agreements or other cost recovery agreements with owners of property benefitting from such sewer improvements.

ARTICLE VII EVENTS OF DEFAULT; REMEDIES; PID NOTICES

7.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than five (5) business days after written notice of the alleged failure has been given in the case of a default of an obligation to make a payment required under this Agreement and thirty (30) days after written notice of the alleged failure in all other cases). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If a Party who has received notice under this Section 7.01 cannot cure an alleged failure to perform within thirty (30) days after receipt of written notice, such Party shall give written notice to the other Party within such thirty (30) day period (a) stating that the Party cannot cure the alleged failure within thirty (30) days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within thirty (30) days after the initial written notice of the alleged failure has been given.

7.02 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. **NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:**

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement; or
- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) limit the term.

7.03 Limited Waivers of Immunity. The Town does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Agreement. This Agreement has been properly executed on behalf of the Town as a contract for providing goods and services to the Town within the meaning of Section 271.151, Texas Local Government Code, as amended. THE TOWN CONFIRMS ITS IMMUNITY FROM SUIT AND IMMUNITY FROM LIABILITY IS WAIVED WITH RESPECT TO THE ENFORCEMENT OF THIS AGREEMENT BY THE DEVELOPER.

ARTICLE VIII ASSIGNMENT AND ENCUMBRANCE

8.01 Assignment by Developer to Successor Developers.

(a) The Developer has the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") with the Town's prior written consent, which consent shall not be unreasonably withheld, provided that the Developer is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Developer" and a "Party," and under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. The Town delegates to the Town Manager the authority to approve assignments which approval shall not be unreasonably withheld. The Developer may appeal the Town Manager's refusal to approve an assignment to the Town Council.

(b) With the exception of an assignment to CalAtlantic, notice of each proposed assignment to an Assignee shall be provided to the Town at least 15 days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Assignee who the Town may contact for additional information regarding the experience and background of the Assignee. The Town hereby pre-approves any assignment to CalAtlantic.

(c) Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the Assignee acknowledged by a notary public that the Assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, the Town agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the

assignment is not received by the Town within 15 days after execution, the Developer shall not be released until the Town receives such copy of the assignment.

(d) No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the Town approves the release in writing.

(e) The Developer shall maintain written records of all assignments made by the Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.02 Assignment by the Town. The Town shall not assign this Agreement.

8.03 Encumbrance by Developer and Assignees. The Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with written notice to the Town within ten (10) days of the execution of such document. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in accordance with the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial unless otherwise agreed to in writing by lender and the Town. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.04 Transfer of Warranties. Any Public Improvements that are transferred to the Town shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Improvements, as required by the Town's subdivision regulations and State law.

8.05. DEVELOPER'S ACKNOWLEDGEMENT OF THE TOWN'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC IMPROVEMENTS TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE TOWN PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;**
- (B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**
- (C) NUISANCE.**

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC IMPROVEMENTS IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE TOWN'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE TOWN OR ACQUIRES FOR THE TOWN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE TOWN RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE TOWN'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE TOWN UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC IMPROVEMENTS.

(b) THIS SECTION 8.05 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**ARTICLE IX
ADDITIONAL PROVISIONS**

9.01 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) constitute a legislative finding by the Town Council. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

9.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) shall be in writing, shall be signed by or on behalf of the Party giving the notice, and shall be effective as follows: (a) on or after the 10th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the notice is addressed); or (c) otherwise on the day actually received by the person to whom the notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). Notices given pursuant to this section shall be addressed as follows:

To the Town:	Town of Argyle P.O. Box 309 Argyle, Texas 75132
With a copy to:	Matthew C. G. Boyle Boyle & Lowry, L.L.P. 4201 Wingren, Suite 108 Irving, Texas 75062
To the Developer:	Terra Manna LLC c/o Bret L. Pedigo 101 Clariden Ranch Road Southlake, Texas 76092
With a copy to:	Misty Ventura Shupe Ventura Lindelow & Olson, PLLC 9406 Biscayne Blvd. Dallas, Texas 75218

9.03 Reservation of Rights. This Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code, as amended.

9.04 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

9.05 Enforceability. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

9.06 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9.07 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue for any action to enforce or construe this Agreement shall be Denton County, Texas.

9.08 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.09 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

9.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within

the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

9.11 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the Town will execute, to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the Town identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the Town \$1,000 at the time of the Developer's requests for an estoppel certificate for each request in excess of one per calendar year.

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

9.15 Exhibits. The following Exhibits are attached to this Agreement and are incorporated into this Agreement for all purposes:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Depiction of Property
Exhibit C	Description of Off-Site Public Improvements
Exhibit D	Description of the On-Site Public Improvements
Exhibit E	Off-Site Easements
Exhibit F	Description of PID Bond Structure
Exhibit G	Description of TIRZ Financial Model

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

TOWN OF ARGYLE, TEXAS

By: _____
Paul Frederiksen, Town Manager

ATTEST:

By: _____
Kristi Gilbert, Town Secretary

APPROVED AS TO FORM:

By: _____
Matthew C. G. Boyle, Town Attorney

TERRA MANNA LLC
a Texas limited liability company

Bret L. Pedigo, Executive vice President

Exhibit A
Metes and Bounds Description of Property

LEGAL DESCRIPTION
101.350 ACRES

BEING a tract of land situated in the S. CHAMBER SURVEY, ABSTRACT NO. 308, Town of Argyle, Denton County, Texas and being all of Lot 1-R, Block 1 of SHADY OAKS ESTATES, REVISED, an Addition to the Town of Argyle, Denton County, Texas according to the Plat thereof recorded in Cabinet C, Page 9, Plat Records, Denton County, Texas and being all of Lot 1 & Lot 2, Block A of CHANEY ADDITION, an Addition to the Town of Argyle, Denton County, Texas according to the Plat thereof recorded in Cabinet I, Page 18, Plat Records, Denton County, Texas and being all of that tract of land described in Deed to Champion Investments, L.L.C., as recorded in Document No. 1998-98594, Deed Records, Denton County, Texas and being all of that tract of land described in Deed to Argyle Church of Christ, Inc., as recorded in Document No. 1999-93369, Deed Records, Denton County, Texas and being part of that tract of land described as Exhibit "B" in Deed to EM Land Holdings, LLC, as recorded in Document No. 2015-45233, Deed Records, Denton County, Texas and being all of those tracts of land described as Exhibit "C" and Exhibit "D" in Deed to EM Land Holdings, LLC, as recorded in Document No. 2015-45233, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found in the south line of Farm to Market Road No. 407, a variable width right-of-way, for the common northeast corner of that tract of land described in Deed to John P. Stafford and Karen Sue Stafford, as recorded in Document No. 2008-98622, Deed Records, Denton County, Texas and an exterior ell corner of said Exhibit "B" tract;

THENCE North 89 degrees 33 minutes 36 seconds East, with said south line, a distance of 60.02 feet to a point for the most northerly northeast corner of said Exhibit "B" tract;

THENCE Southerly, with the east line of said Exhibit "B" tract, the following three (3) courses and distances:

South 00 degrees 36 minutes 53 seconds East, leaving said south line, a distance of 1,663.70 feet to a point for the common southwest corner of Lot 12 of FRENCHTOWN MANOR, an Addition to the Town of Argyle, Denton County, Texas according to the Plat thereof recorded in Cabinet U, Page 135, Plat Records, Denton County, Texas and northwest corner of Lot 3 of LYNCH'S WHIPPOORWILL ESTATES, an Addition to the Town of Argyle, Denton County, Texas according to the Plat thereof recorded in Cabinet B, Page 198, Plat Records, Denton County, Texas;

South 89 degrees 26 minutes 04 seconds West, a distance of 67.49 feet to a point for corner;

South 00 degrees 42 minutes 54 seconds East, a distance of 619.14 feet to a point for corner in the north line of Frenchtown Road, a variable width right-of-way, from which point a 1/2 inch iron rod with a yellow plastic cap stamped "G&A CONSULTANTS" found bears North 60 degrees 24 minutes 42 seconds West, 0.28 feet;

THENCE South 89 degrees 26 minutes 15 seconds West, leaving said east line and with said north line, a distance of 1,686.43 feet to a point for corner;

THENCE North 00 degrees 31 minutes 43 seconds West, leaving said north line, a distance of 259.85 feet to a point for corner;

THENCE North 85 degrees 00 minutes 32 seconds West, a distance of 332.03 feet to a point for corner;

THENCE North 77 degrees 52 minutes 14 seconds West, a distance of 131.98 feet to a point for corner;

THENCE North 87 degrees 51 minutes 37 seconds West, a distance of 126.51 feet to a point for corner in the east line of State Highway No. 377, a variable width right-of-way;

THENCE Northerly, with said east line, the following four (4) courses and distances:

North 13 degrees 52 minutes 24 seconds East, a distance of 748.43 feet to a point for the southwest corner of the above mentioned Lot 1-R;

North 13 degrees 46 minutes 23 seconds East, a distance of 481.88 feet to a point for the northwest corner of said Lot 1-R;

North 89 degrees 10 minutes 51 seconds East, a distance of 2.70 feet to a point for the most westerly southwest corner of the above mentioned Lot 2, Block A;

North 13 degrees 46 minutes 18 seconds East, a distance of 346.96 feet to a point for the southwest corner of that tract of land described in Deed to Lone Star Gas Company, as recorded in Volume 540, Page 404, Deed Records, Denton County, Texas;

THENCE North 89 degrees 42 minutes 17 seconds East, leaving said east line, a distance of 46.39 feet to a t-post with aluminum cap stamped "LONE STAR GAS" found for the southeast corner of said Lone Star Gas Company tract;

THENCE North 12 degrees 56 minutes 26 seconds East, a distance of 50.03 feet to a point in the south line of the above mentioned Exhibit "D" tract for the northeast corner of said Lone Star Gas Company tract;

THENCE South 89 degrees 20 minutes 45 seconds West, with said south line, a distance of 49.75 feet to a point in the east line of the above mentioned State Highway No. 377 for the southwest corner of said Exhibit "D" tract;

THENCE North 11 degrees 44 minutes 46 seconds East, with said east line, a distance of 287.56 feet to a point for corner;

THENCE North 35 degrees 44 minutes 20 seconds East, continuing with said east line, a distance of 127.31 feet to a point for the northwest corner of said Exhibit "D" tract and the intersection of said east line with the south line of the above mentioned Farm to Market Road No. 407;

THENCE North 89 degrees 33 minutes 36 seconds East, leaving said east line and with said south line, a distance of 1,416.06 feet to a point for the common northeast corner of the above mentioned Champion Investments, L.L.C. tract and northwest corner of the above mentioned John P. Stafford and Karen Sue Stafford tract;

THENCE South 00 degrees 34 minutes 25 seconds East, leaving said south line, a distance of 679.30 feet to a 1/2 inch iron rod found for the common southeast corner of said Champion Investments, L.L.C. tract and southwest corner of said John P. Stafford and Karen Sue Stafford tract;

THENCE North 89 degrees 34 minutes 43 seconds East, a distance of 320.15 feet to a point for the southeast corner of said John P. Stafford and Karen Sue Stafford tract;

THENCE North 00 degrees 31 minutes 55 seconds West, a distance of 679.41 feet to the POINT OF BEGINNING and containing 101.350 acres of land, more or less.

Exhibit B
Depiction of Property

Depiction of the Property

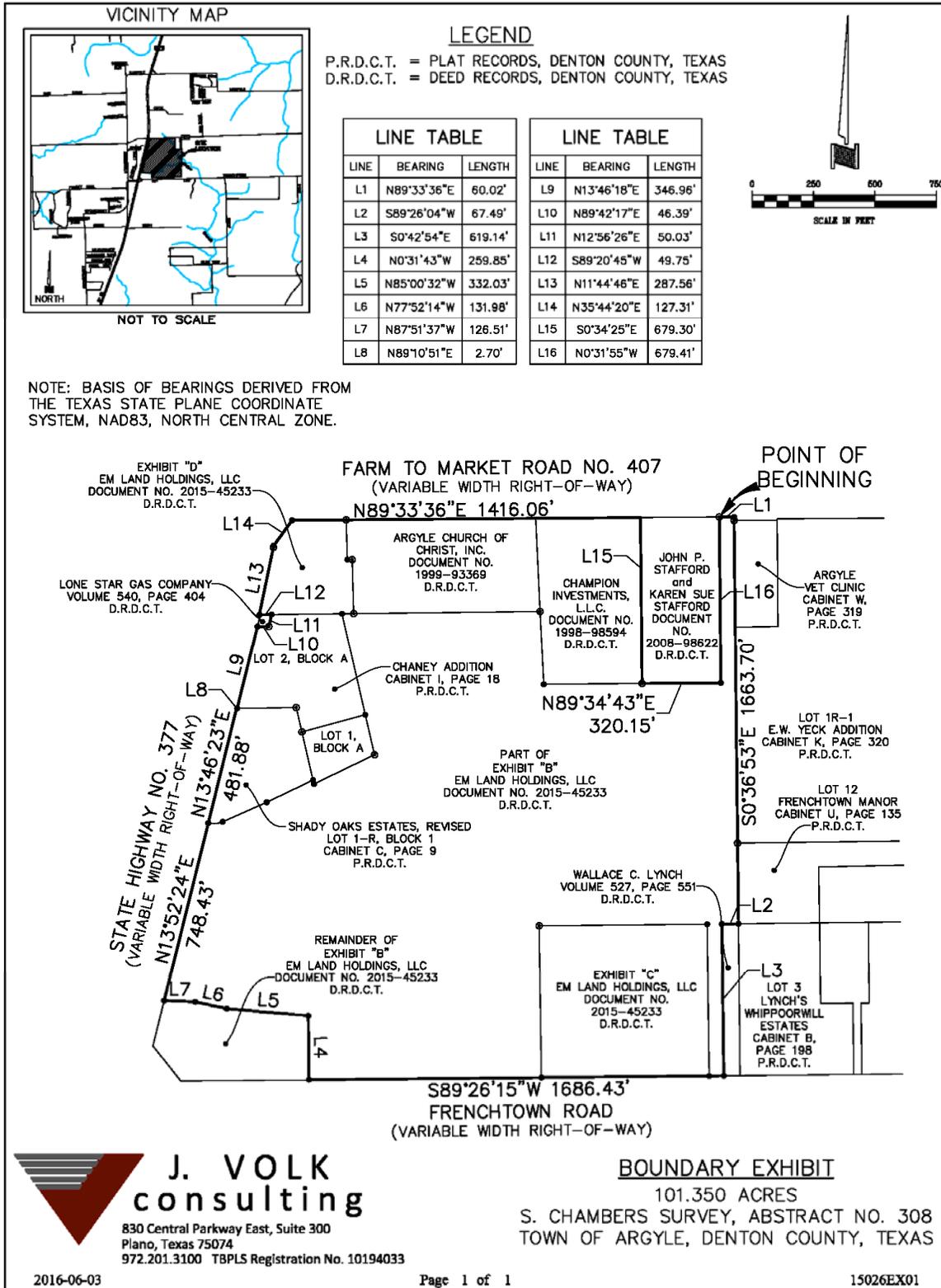
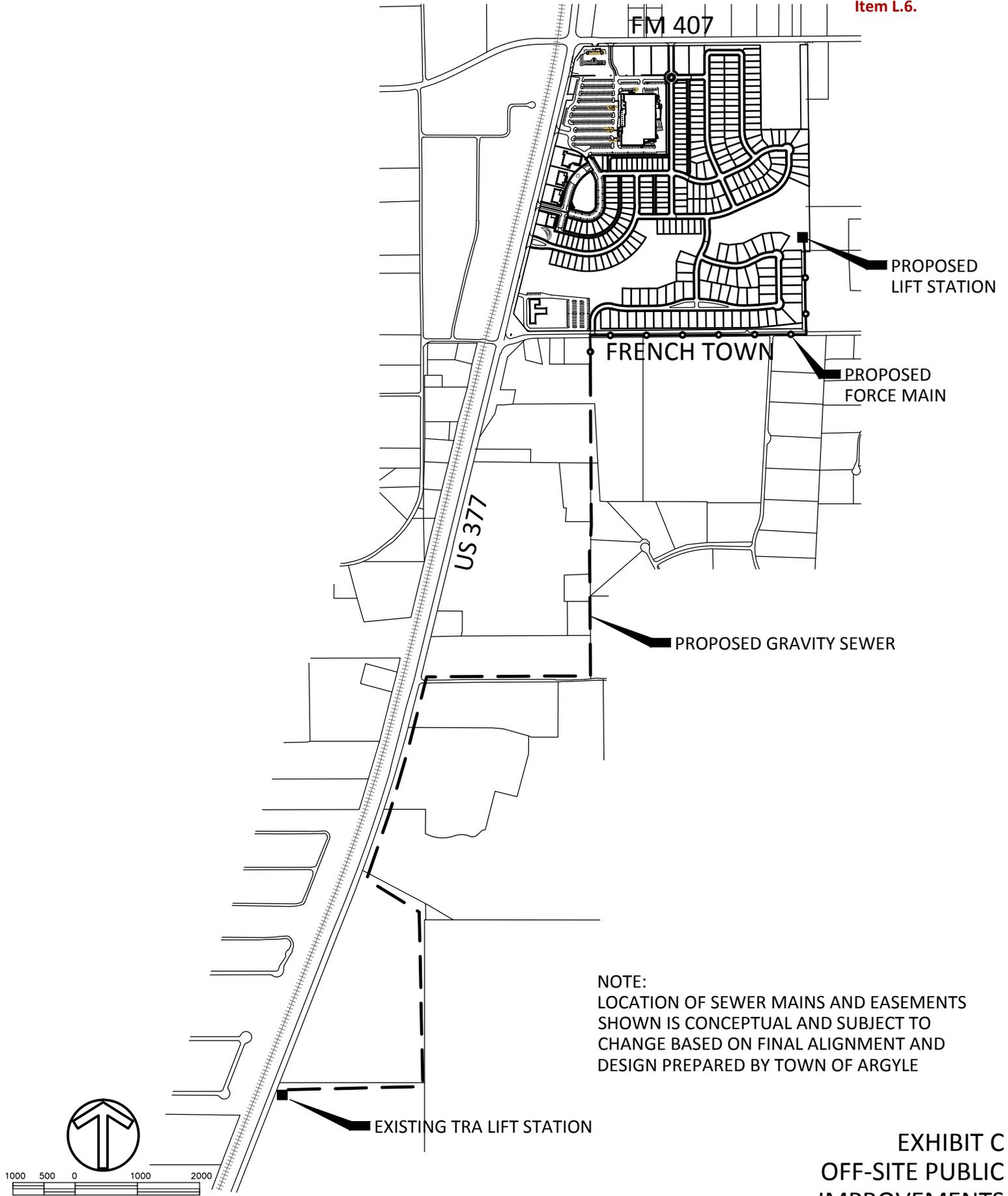


Exhibit C
Description of Off-Site Public Improvements

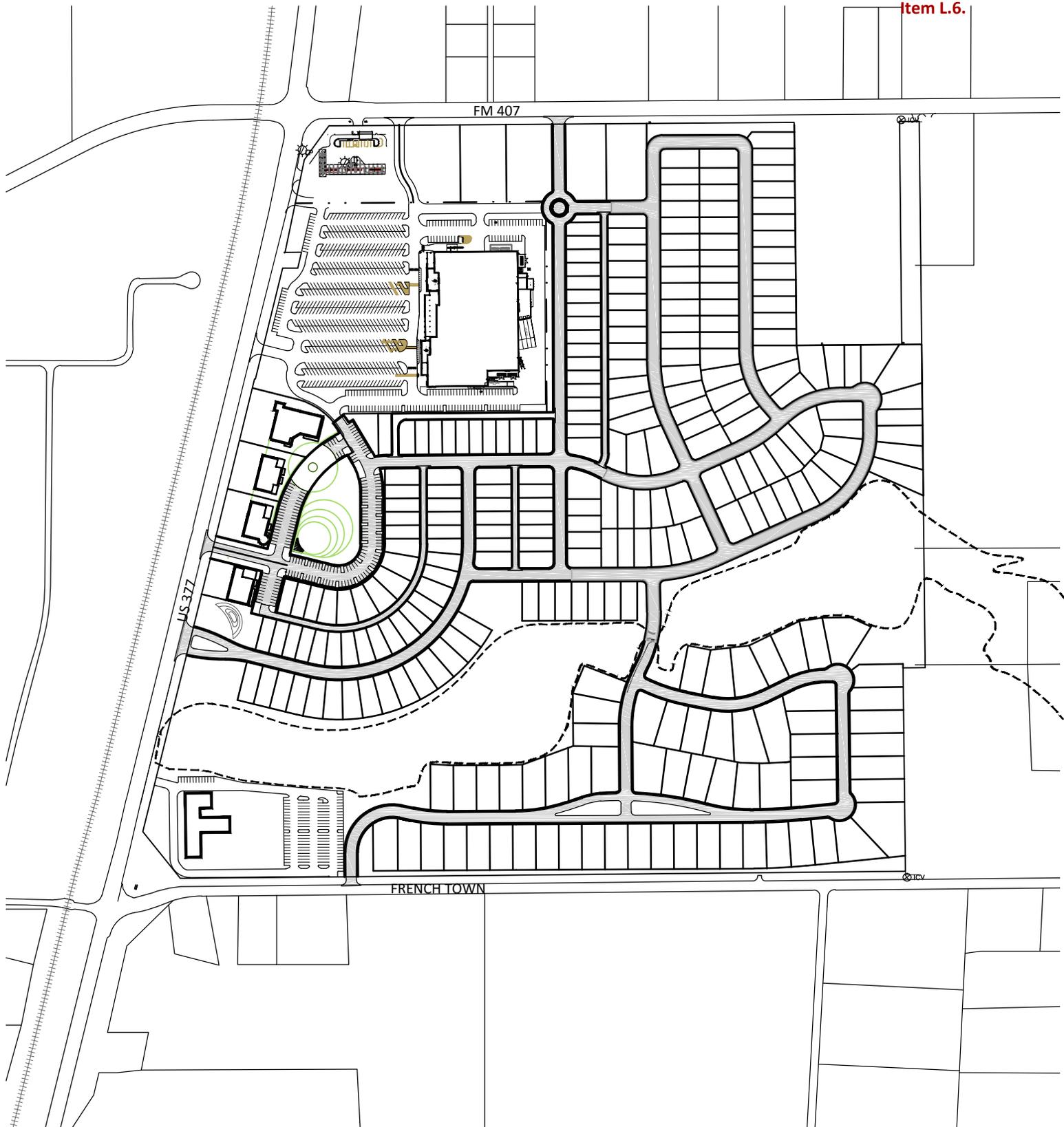


NOTE:
 LOCATION OF SEWER MAINS AND EASEMENTS
 SHOWN IS CONCEPTUAL AND SUBJECT TO
 CHANGE BASED ON FINAL ALIGNMENT AND
 DESIGN PREPARED BY TOWN OF ARGYLE

EXHIBIT C
 OFF-SITE PUBLIC
 IMPROVEMENTS

WATERBROOK

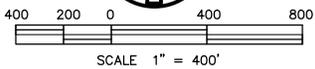
Exhibit D
Description of On-Site Public Improvements



ON-SITE PUBLIC IMPROVEMENTS SHALL INCLUDE, WATER, WASTEWATER (INCLUDING LIFT STATION AND FORCE MAIN STORM DRAINAGE, PAVING, FLOODPLAIN RECLAMATION, SIDEWALKS, HIKE AND BIKE TRAILS. OTHER IMPROVEMENTS INCLUDE SCREENING WALLS, WATER FEATURES, ENTRY MONUMENTS, SIGNAGE, STREET LIGHTS, LANDSCAPE AND IRRIGATION IN OPEN SPACES.

**EXHIBIT D
ON-SITE PUBLIC
IMPROVEMENTS**

WATERBROOK

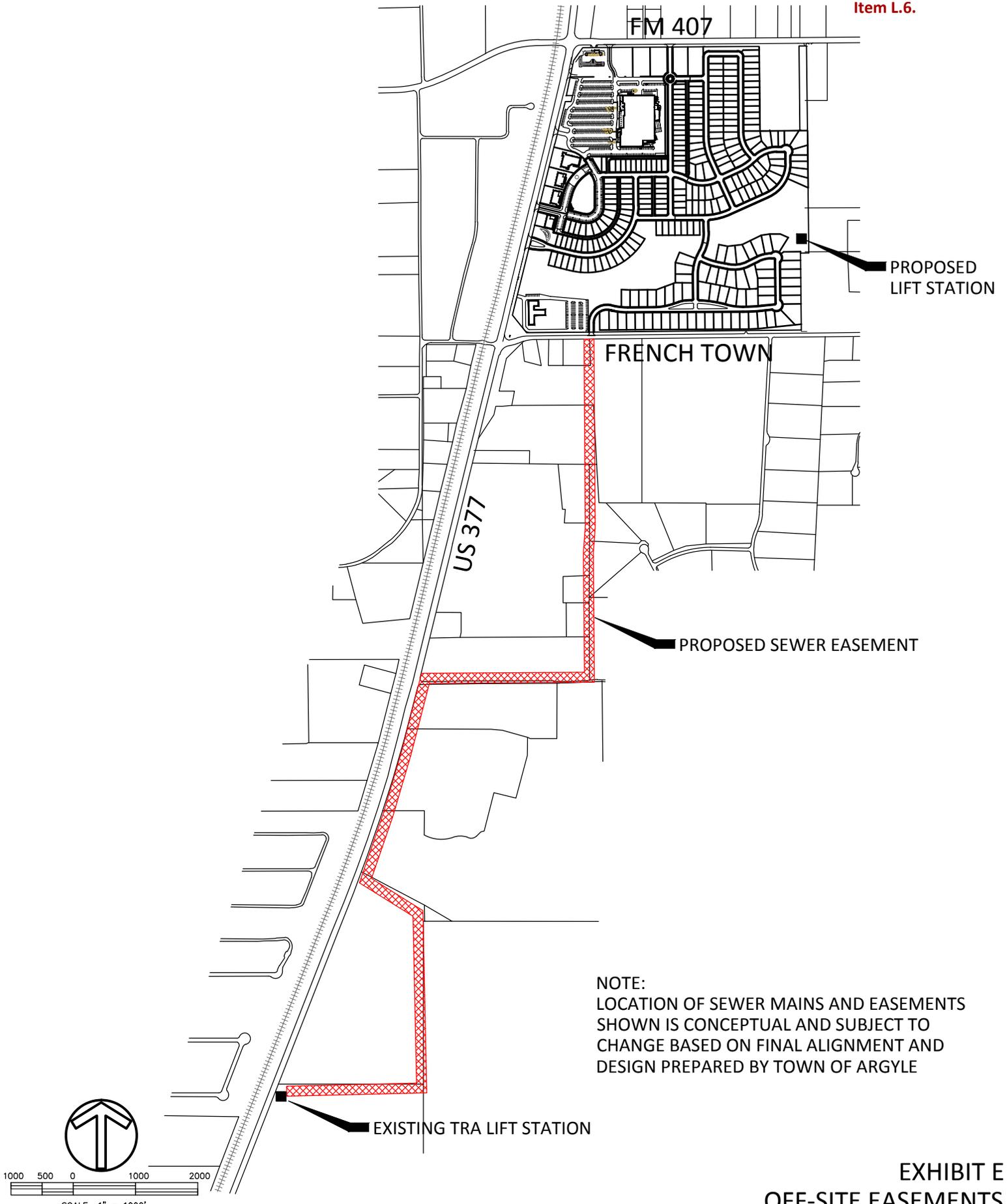


**J. VOLK
consulting**

830 Central Parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962

Exhibit E

Description of Offsite Easements



NOTE:
 LOCATION OF SEWER MAINS AND EASEMENTS
 SHOWN IS CONCEPTUAL AND SUBJECT TO
 CHANGE BASED ON FINAL ALIGNMENT AND
 DESIGN PREPARED BY TOWN OF ARGYLE

EXHIBIT E
 OFF-SITE EASEMENTS

WATERBROOK



J. VOLK
 consulting

830 Central Parkway East, Suite 300
 Plano, Texas 75074
 972.201.3100 Texas Registration No. F-11962

Exhibit F

Description of PID Bond Structure

Waterbrook Public Improvement District

One Bond Estimate

Assessment Assumptions

Product	Number of Units	Lot Values	Vertical Value	Lot Value to Home Price	Lot Price / Front Foot	Target Tax Rate Per \$100	Target Annual Assessment	Assessment Tax Rate Equiv Per \$100	Annual Assessment	Total Revenue	Par / Lot	Value to Lien
TIRZ	NA									\$250,000.00		
SF 41'	77	\$68,000	\$364,948	19%	\$1,658.54	0.60	\$2,189.69	\$0.782	\$2,852.53	\$219,644.62	\$39,127.53	1.74x
SF 50'	147	\$92,500	\$431,412	21%	\$1,850.00	0.60	\$2,588.47	\$0.782	\$3,372.03	\$495,688.00	\$46,253.40	2.00x
SF 70'	63	\$129,500	\$552,975	23%	\$1,850.00	0.60	\$3,317.85	\$0.782	\$4,322.19	\$272,298.28	\$59,286.65	2.18x
Commerical	-	\$6,272,640	\$33,869,125	19%		0.20	\$67,738.25	\$0.261	\$88,243.27	\$88,243.27		5.18x
							\$75,834.26			\$1,075,874.16		

*** Collection Discount 3.0%

Bond Assumptions

Unit Type	41'	50'	70'	Commerical	Total
Assessments	\$219,645	\$495,688	\$272,298	\$88,243	\$1,075,874
Assessments -- Net	\$213,055	\$480,817	\$264,129	\$85,596	\$1,043,598
CAPI Term (months)	24	24	24	24	24
Interest Rate*	5.75%	5.75%	5.75%	5.75%	5.75%
Term	30	30	30	30	30
DSRF (% of MADS)	100%	100%	100%	100%	100%
Par	\$3,012,820	\$6,799,250	\$3,735,059	\$1,210,415	\$14,757,543
Par Per Lot	\$39,128	\$46,253	\$59,287	\$1,210,415	-
Less:					
Debt Service Reserve Fund	\$213,055	\$480,817	\$264,129	\$85,596	\$1,043,598
Interest Reserve	\$346,474	\$781,914	\$429,532	\$139,198	\$1,697,117
Issuance Costs	<u>\$180,769</u>	<u>\$407,955</u>	<u>\$224,104</u>	<u>\$72,625</u>	<u>\$885,453</u>
Net Bond Proceeds	\$2,272,521	\$5,128,564	\$2,817,294	\$912,996	\$11,131,375
Net Per Lot	\$29,513	\$34,888	\$44,719	-	-

Waterbrook Public Improvement District

A Bond Estimate

Assessment Assumptions

Product	Number of Units	Lot Values	Vertical Value	Lot Value to Home Price	Lot Price / Front Foot	Target Tax Rate Per \$100	Target Annual Assessment	Assessment Tax Rate Equiv Per \$100	Annual Assessment	Total Revenue	Par / Lot	Value to Lien
TIRZ	NA											
SF 41'	77	\$68,000	\$364,948	19%	\$1,658.54	0.52	\$1,897.73	\$0.520	\$1,897.73	\$146,125.18	\$26,030.76	2.61x
SF 50'	147	\$92,500	\$431,412	21%	\$1,850.00	0.52	\$2,243.34	\$0.520	\$2,243.34	\$329,771.33	\$30,771.46	3.01x
SF 70'	63	\$129,500	\$552,975	23%	\$1,850.00	0.52	\$2,875.47	\$0.520	\$2,875.47	\$181,154.61	\$39,442.23	3.28x
Commerical	-	\$6,272,640	\$33,869,125	19%		0.20	\$67,738.25	\$0.200	\$67,738.25	\$67,738.25		6.75x
							\$74,754.79			\$ 724,789.37		

*** Collection Discount 3.0%

Bond Assumptions

Unit Type	41'	50'	70'	Commerical	Total
Assessments	\$146,125	\$329,771	\$181,155	\$67,738	\$724,789
Assessments -- Net	\$141,741	\$319,878	\$175,720	\$65,706	\$703,046
CAPI Term (months)	24	24	24	24	24
Interest Rate*	5.75%	5.75%	5.75%	5.75%	5.75%
Term	30	30	30	30	30
DSRF (% of MADS)	100%	100%	100%	100%	100%
Par	\$2,004,369	\$4,523,405	\$2,484,860	\$929,152	\$9,941,786
Par Per Lot	\$26,031	\$30,771	\$39,442	\$929,152	-
Less:					
Debt Service Reserve Fund	\$141,741	\$319,878	\$175,720	\$65,706	\$703,046
Interest Reserve	\$230,502	\$520,192	\$285,759	\$106,852	\$1,143,305
Issuance Costs	<u>\$120,262</u>	<u>\$271,404</u>	<u>\$149,092</u>	<u>\$55,749</u>	<u>\$596,507</u>
Net Bond Proceeds	\$1,511,863	\$3,411,931	\$1,874,290	\$700,844	\$7,498,928
Net Per Lot	\$19,635	\$23,210	\$29,751	-	-

Exhibit G
Description of TIRZ Financial Model

Waterbrook Public Improvement District

B Bond - TIRZ Credit Estimate

Assessment Assumptions

Product	Number of Units	Lot Values	Vertical Value	Lot Value to Home Price	Lot Price / Front Foot	Target Tax Rate Per \$100	Target Annual Assessment	Assessment Tax Rate Equiv Per \$100	Annual Assessment	Total Revenue	Par / Lot	Value to Lien
TIRZ	NA									\$250,000.00		
SF 41'	77	\$68,000	\$364,948	19%	\$1,658.54	0.08	\$291.96	\$0.278	\$1,014.02	\$78,079.66	\$13,909.12	4.89x
SF 50'	147	\$92,500	\$431,412	21%	\$1,850.00	0.08	\$345.13	\$0.278	\$1,198.69	\$176,208.05	\$16,442.24	5.63x
SF 70'	63	\$129,500	\$552,975	23%	\$1,850.00	0.08	\$442.38	\$0.278	\$1,536.46	\$96,797.08	\$21,075.32	6.14x
Commerical	-	\$6,272,640	\$33,869,125	19%		0.00	\$0.00	\$0.000	\$0.00	\$0.00		
							\$1,079.47			\$ 351,084.79		

*** Collection Discount 3.0%

Bond Assumptions

Unit Type	41'	50'	70'	Commerical	Total
Assessments	\$78,080	\$176,208	\$96,797	\$0	\$351,085
Assessments -- Net	\$75,737	\$170,922	\$93,893	\$0	\$340,552
CAPI Term (months)	24	24	24	24	24
Interest Rate*	5.75%	5.75%	5.75%	5.75%	5.75%
Term	30	30	30	30	30
DSRF (% of MADS)	100%	100%	100%	100%	100%
Par	\$1,071,003	\$2,417,009	\$1,327,745	\$0	\$4,815,757
Par Per Lot	\$13,909	\$16,442	\$21,075	\$0	-
Less:					
Debt Service Reserve Fund	\$75,737	\$170,922	\$93,893	\$0	\$340,552
Interest Reserve	\$123,165	\$277,956	\$152,691	\$0	\$553,812
Issuance Costs	<u>\$64,260</u>	<u>\$145,021</u>	<u>\$79,665</u>	<u>\$0</u>	<u>\$288,945</u>
Net Bond Proceeds	\$807,840	\$1,823,111	\$1,001,497	\$0	\$3,632,448
Net Per Lot	\$10,491	\$12,402	\$15,897	-	-

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TIF Assumptions
 AV @ 50% dedicated to TIF
 Absorption schedule
 Residential equally over 4 years (25/50/75/100%)
 Commercial Grocer in Year 3, 2 pads per year for the next 3 years)
 City Tax Rate 0.3975
 Denton County @ 50% to cap of \$293,685 (Decel Lanes on 377) + additional
 1% inflation factor after buildout

TOWN	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Residential Value Added + previous year	\$30,243,556	\$60,487,113	\$90,730,669	\$120,974,225	\$120,974,225	\$122,183,967	\$122,183,967	\$122,183,967	\$122,183,967	\$122,183,967	\$119,740,288
Commercial Value Added + previous year		\$22,761,750	\$25,832,730	\$30,050,208	\$31,790,430	\$32,108,334	\$32,108,334	\$32,108,334	\$32,108,334	\$32,108,334	\$31,466,168
Total Value Added to Town	\$30,243,556	\$83,248,863	\$116,563,399	\$151,024,433	\$152,764,655	\$154,292,302	\$154,292,302	\$154,292,302	\$154,292,302	\$154,292,302	\$151,206,456
Property Tax Revenues	\$120,218	\$330,914	\$463,340	\$600,322	\$607,240	\$613,312	\$613,312	\$613,312	\$613,312	\$613,312	\$601,046
Cost of Service for City/Pop	\$397	<i>est (bdgt/pop)</i>	\$59,844	\$119,687	\$179,531	\$239,374	\$239,374	\$241,768	\$241,768	\$241,768	\$244,186
Total Revenues Available to TIF	\$60,375	\$211,227	\$283,809	\$360,948	\$367,865	\$371,544	\$371,544	\$371,544	\$371,544	\$371,544	\$356,860
% of total tax rate	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%
Dedicated to TIF	\$48,087	\$132,366	\$185,336	\$240,129	\$242,896	\$245,325	\$245,325	\$245,325	\$245,325	\$245,325	\$240,418
Total Revenues to Town after TIF Contribution	\$12,287	\$78,861	\$98,473	\$120,819	\$124,969	\$126,219	\$126,219	\$126,219	\$126,219	\$126,219	\$116,442
Sales Tax Revenues to Town											
EDC (1/2 cent)		\$17,797	\$26,695	\$35,593	\$53,390	\$53,390	\$53,390	\$53,390	\$53,390	\$53,390	\$52,322
Dedicated Sales tax (1/2 cent)		\$17,797	\$26,695	\$35,593	\$53,390	\$53,390	\$53,390	\$53,390	\$53,390	\$53,390	\$52,322
1 cent Sales Tax		\$35,593	\$53,390	\$71,186	\$106,779	\$106,779	\$106,779	\$106,779	\$106,779	\$106,779	\$104,644
50% dedication to TIF (1/2 of the 1 cent)		\$17,797	\$26,695	\$35,593	\$53,390	\$53,390	\$53,390	\$53,390	\$53,390	\$53,390	\$52,322
TOTAL REVENUES TO THE TOWN	\$12,287	\$132,251	\$178,558	\$227,598	\$285,139	\$286,388	\$286,388	\$286,388	\$286,388	\$286,388	\$273,407
Cumulative Total Revenues	\$12,287	\$144,538	\$323,096	\$550,694	\$835,833	\$1,122,221	\$1,408,610	\$1,694,998	\$1,981,386	\$2,267,774	\$2,541,182

TIF Fund Balance	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2027
Revenues from Town of Argyle	\$48,087	\$132,366	\$185,336	\$240,129	\$242,896	\$245,325	\$245,325	\$245,325	\$245,325	\$245,325	\$240,418
Revenues from Denton County	\$34,865	\$95,969	\$134,374	\$174,101	\$25,134	0	0	0	0	0	0
Total TIF Revenues from all sources	\$82,952	\$228,335	\$319,710	\$414,230	\$268,030	\$245,325	\$245,325	\$245,325	\$245,325	\$245,325	\$240,418
PID buy down contribution			\$250,000								
Deposited to the TIF fund	\$82,952	\$228,335	\$69,710	\$164,230	\$18,030	-\$4,675	-\$4,675	-\$4,675	-\$4,675	-\$4,675	-\$9,582
Cumulative Tif Balance available to other reimbursements	\$82,952	\$311,287	\$380,997	\$545,227	\$563,257	\$558,581	\$553,906	\$549,231	\$544,556	\$539,881	\$530,299
Sales Tax Contributed to the TIF	50%	\$17,797	\$26,695	\$35,593	\$53,390	\$53,390	\$53,390	\$53,390	\$53,390	\$53,390	\$52,322
Reimbursement of ROW	\$1,500,000	\$1,482,203	\$1,455,509	\$1,419,915	\$1,366,526	\$1,313,136	\$1,259,746	\$1,206,356	\$1,152,967	\$1,099,577	\$1,047,255

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2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
Recession										Recession		Recession					
\$120,986,564	\$120,950,154	\$122,196,066	\$122,172,114	\$123,417,787	\$123,406,292	\$124,651,850	\$124,652,811	\$125,898,378	\$125,911,794	\$123,380,142	\$124,677,993	\$124,626,922	\$125,924,262	\$125,886,165	\$127,183,124	\$127,157,996	\$128,454,704
\$31,151,506	\$31,463,021	\$31,777,651	\$32,095,428	\$32,416,382	\$32,740,546	\$33,067,951	\$33,398,631	\$33,732,617	\$34,069,943	\$33,388,544	\$33,054,659	\$33,385,206	\$33,719,058	\$34,056,248	\$34,396,811	\$34,740,779	\$35,088,187
\$152,138,070	\$152,413,175	\$153,973,717	\$154,267,542	\$155,834,169	\$156,146,838	\$157,719,801	\$158,051,441	\$159,630,995	\$159,981,738	\$156,768,687	\$157,732,652	\$158,012,128	\$159,643,320	\$159,942,413	\$161,579,934	\$161,898,775	\$163,542,890
\$604,749	\$605,842	\$612,046	\$613,213	\$619,441	\$620,684	\$626,936	\$628,254	\$634,533	\$635,927	\$623,156	\$626,987	\$628,098	\$634,582	\$635,771	\$642,280	\$643,548	\$650,083
\$246,628	\$249,094	\$251,585	\$254,101	\$256,642	\$259,208	\$261,800	\$264,418	\$267,062	\$269,733	\$272,430	\$275,155	\$277,906	\$280,685	\$283,492	\$286,327	\$289,190	\$292,082
\$358,121	\$356,748	\$360,461	\$359,113	\$362,799	\$361,476	\$365,136	\$363,836	\$367,471	\$366,194	\$350,725	\$351,833	\$350,192	\$353,897	\$352,279	\$355,953	\$354,357	\$358,001
40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%
\$241,900	\$242,337	\$244,818	\$245,285	\$247,776	\$248,273	\$250,774	\$251,302	\$253,813	\$254,371	\$249,262	\$250,795	\$251,239	\$253,833	\$254,308	\$256,912	\$257,419	\$260,033
\$116,222	\$114,412	\$115,643	\$113,827	\$115,023	\$113,202	\$114,362	\$112,535	\$113,658	\$111,823	\$101,463	\$101,038	\$98,953	\$100,064	\$97,971	\$99,041	\$96,938	\$97,968
\$51,799	\$52,317	\$52,840	\$53,368	\$53,902	\$54,441	\$54,985	\$55,535	\$56,091	\$56,651	\$55,518	\$54,963	\$55,513	\$56,068	\$56,629	\$57,195	\$57,767	\$58,345
\$51,799	\$52,317	\$52,840	\$53,368	\$53,902	\$54,441	\$54,985	\$55,535	\$56,091	\$56,651	\$55,518	\$54,963	\$55,513	\$56,068	\$56,629	\$57,195	\$57,767	\$58,345
\$103,597	\$104,633	\$105,680	\$106,737	\$107,804	\$108,882	\$109,971	\$111,070	\$112,181	\$113,303	\$111,037	\$109,927	\$111,026	\$112,136	\$113,257	\$114,390	\$115,534	\$116,689
\$51,799	\$52,317	\$52,840	\$53,368	\$53,902	\$54,441	\$54,985	\$55,535	\$56,091	\$56,651	\$55,518	\$54,963	\$55,513	\$56,068	\$56,629	\$57,195	\$57,767	\$58,345
\$271,618	\$271,362	\$274,162	\$273,932	\$276,729	\$276,525	\$279,318	\$279,140	\$281,929	\$281,778	\$268,018	\$265,928	\$265,492	\$268,268	\$267,857	\$270,626	\$270,239	\$273,002
\$2,812,800	\$3,084,161	\$3,358,323	\$3,632,256	\$3,908,984	\$4,185,509	\$4,464,827	\$4,743,967	\$5,025,897	\$5,307,675	\$5,575,693	\$5,841,621	\$6,107,112	\$6,375,380	\$6,643,237	\$6,913,863	\$7,184,102	\$7,457,104

2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027	2027
\$241,900	\$242,337	\$244,818	\$245,285	\$247,776	\$248,273	\$250,774	\$251,302	\$253,813	\$254,371	\$249,262	\$250,795	\$251,239	\$253,833	\$254,308	\$256,912	\$257,419	\$260,033
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
\$241,900	\$242,337	\$244,818	\$245,285	\$247,776	\$248,273	\$250,774	\$251,302	\$253,813	\$254,371	\$249,262	\$250,795	\$251,239	\$253,833	\$254,308	\$256,912	\$257,419	\$260,033
\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
-\$8,100	-\$7,663	-\$5,182	-\$4,715	-\$2,224	-\$1,727	\$774	\$1,302	\$3,813	\$4,371	-\$738	\$795	\$1,239	\$3,833	\$4,308	\$6,912	\$7,419	\$10,033
\$522,198	\$514,535	\$509,353	\$504,639	\$502,415	\$500,689	\$501,463	\$502,765	\$506,578	\$510,949	\$510,211	\$511,006	\$512,246	\$516,078	\$520,387	\$527,299	\$534,718	\$544,751
\$51,799	\$52,317	\$52,840	\$53,368	\$53,902	\$54,441	\$54,985	\$55,535	\$56,091	\$56,651	\$55,518	\$54,963	\$55,513	\$56,068	\$56,629	\$57,195	\$57,767	\$58,345
\$995,456	\$943,140	\$890,300	\$836,932	\$783,030	\$728,589	\$673,603	\$618,068	\$561,977	\$505,326	\$449,807	\$394,844	\$339,331	\$283,263	\$226,635	\$169,440	\$111,673	\$53,328



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a resolution accepting a petition for the establishment of the Argyle Waterbrook Public Improvement District and calling a public hearing to consider the feasibility and advisability of establishing the district.

Requested by:

Mr. Paul Frederiksen, Town Manager

Mr. Trent Petty, Petty & Associates, Town ED Consultant

Background:

On June 17, 2016 owners of the property included with the Waterbrook Master Development Plan (MDP-16-001) have submitted a petition to the Town in accordance with Section 372.005 of the Texas Local Government Code. A public hearing must be conducted in order for the Town Council to move consider the creation of a Public Improvement District ("PID"). The purpose of the public hearing is to contemplate the advisability and feasibility of the district to include the nature and estimated costs of improvements, the method of assessment, the apportionment of costs and the boundaries of the PID.

The Waterbrook Master Development Plan (MDP), a form-based, mixed use subdivision zoning regulation was approved by Town Council on Tuesday, April 24, 2016. The approved zoning provides for 287 single family lots and 191,000 square feet of useable commercial/retail space – half of which is designated as a major anchor grocery store situated on approximately 105 acres of land located at the southeast corner of US 377 and FM 407. The developer, Mr. Bret Pedigo, President, Terra Manna Land, (the "Developer") has proposed that the Town create a Public Improvement District ("PID") on the property.

The Public Improvement District Assessment Act found in Ch. 372 of the Texas Local Government Code allows municipalities to levy and collect special assessments on properties that are within the Town or its extraterritorial jurisdiction in order to facilitate public infrastructure improvements. The costs of the improvements are born by Public Improvement District bonds which are backed only by assessments on the property and not the taxpayers of the Town of Argyle. The PID bonds have no financial recourse to the Town. Chapter 372 requires that the Town be presented a petition (attached) to create the PID and that the Council post notice of a Public Hearing before the 15th day before the date of the hearing. This Resolution formally accepts the petition and calls for the Public Hearing to be held on Tuesday, August 23, 2016, a regularly scheduled Town Council meeting.

The PID process will take several months to complete with the attached Resolution being the first step. Several more documents (ex. the PID final Service and Assessment Plan, The PID Funding Agreement, the PID Assessment Role) must still be produced and finalized by the Development team and approved by the Town Council prior to the issuance of bonds later in

2016. The Town Attorney, Staff and consultants have reviewed the Petition and the Preliminary Service and Assessment Plan and found them to be in order. The financial details and project elements will be included in the forthcoming Preliminary Service and Assessment Plan (PSAP) and are subject to minor adjustment as the bond sale gets closer and the actual costs of improvements become clear. The PID will have to meet two major financial tests in order to be marketable. The first test is that the improved value of the land (without vertical improvements) be adequate to meet market expectations for coverage of the debt, typically a 2.5-3.0:1 value to loan ratio. The second is that the assessment when added to all the other taxing entities totals no more than approximately \$3.00 per \$100 value. Enough information has been provided to staff at this point to believe that these thresholds can be met and will be affirmed when the property is appraised.

The development of the Waterbrook project provides for the construction of the S-1 Sanitary Sewer line to serve the basin and interconnecting with the Trinity River Authority (TRA) interconnect south of our current ETJ on the east side of US 377. In addition the developer will be providing open space along with added trails and pedestrian amenities to the overall development to enhance and protect the value of the residential and commercial properties within the including a park green.

The Developer is requesting the Town create the PID in order to finance a portion of the public infrastructure for the project. The developer has also escrowed with the Town funds to reimburse all Town expenses associated with reviewing the application. The staff recommends approval.

Financial Impact:

The cost of the review and hearing notices is being born by the applicant.

Staff Recommendation:

Approval.

Requested Action:

Approval.

Attachments:

Petition requesting the establishment of the Waterbrook Public Improvement District (PID)
Resolution accepting the Petition and calling the Public Hearing
Waterbrook approved Concept Plan

PETITION REQUESTING THE ESTABLISHMENT OF WATERBROOK OF ARGYLE PUBLIC IMPROVEMENT DISTRICT NO. 2

This petition (this "Petition") is submitted to and filed with the Town Secretary of the Town of Argyle, Texas, (the "Town") by Argyle Church of Christ, Inc., Champion Investments, L.L.C., EM Land Holdings, LLC and Oak Hills Community Church (collectively, "Owner") requesting the establishment of **WATERBROOK OF ARGYLE PUBLIC IMPROVEMENT DISTRICT NO. 2** (the "District") pursuant to Chapter 372, Texas Local Government Code, as amended (the "Act") covering approximately 101.350 contiguous acres within the corporate limits of the Town and commonly known as Waterbrook of Argyle (the "Property"). The Property is generally located: (1) east of U.S. Highway 377; (2) south of FM 407; and (3) north of French Town. The Property is described on **Exhibit A** and depicted by a map on **Exhibit B**. In support of establishing the District, Owner presents the following:

1. GENERAL NATURE OF THE PROPOSED PUBLIC IMPROVEMENTS. The general nature of the proposed public improvements authorized by the Act to be undertaken and financed from time to time in phases (as determined by owners or developers of the Property) for the special benefit of the Property includes the following (collectively, the "Authorized Public Improvements"):

- 1.1 payment of costs and expenses paid or incurred in the establishment, administration, and operation of the District; and
- 1.2 acquisition and installation of landscaping, including irrigation systems; and
- 1.3 acquiring, constructing, improving, widening, narrowing, closing, or rerouting of streets and roadways, including sidewalks; and
- 1.4 acquisition, construction, and improvement of monumentation and wayfinding signage; and
- 1.5 acquisition, construction, and improvement of water lines and related equipment, facilities, and improvements for a water system; and

- 1.6 acquisition, construction, and improvement of sanitary sewer lines and related equipment, facilities, and improvements for a sanitary sewer system; and
- 1.7 acquisition, construction, and improvement of stormwater drainage and detention improvements and related equipment, facilities, and improvements for a stormwater management system; and
- 1.8 establishment and improvement of lakes, parks, and open space, including the design, construction, and maintenance of ancillary structures, features, or amenities located therein such as trails, playgrounds, athletic facilities, pavilions, community facilities, irrigation systems, walkways, lighting, benches, trash receptacles, and similar items; and
- 1.9 public improvement projects similar to those described in Sections 1.1 through 1.8 of this Petition; and
- 1.10 acquisition, by purchase or otherwise, of real property in connection with Authorized Public Improvements; and
- 1.11 costs associated with the financing of Authorized Public Improvements, including, but not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property.

2. ESTIMATED COST OF PROPOSED PUBLIC IMPROVEMENTS. The estimated cost of the proposed Authorized Public Improvements is TWENTY MILLION DOLLARS (\$20,000,000.00) (the "Authorized Improvements Cost").

3. BOUNDARIES OF THE PROPOSED DISTRICT. The boundaries of the proposed District are the boundaries of the Property as described on **Exhibit A** and depicted on **Exhibit B**.

4. PROPOSED METHOD OF ASSESSMENT. The governing body of the Town (the "Town Council") is authorized by the Act to apportion the Authorized Improvements Cost to be assessed against the Property based on the special benefits accruing to the Property because of the Authorized Public Improvements. The Act provides that the Authorized Improvements Cost may be apportioned to and assessed against the Property in any

manner that results in imposing equal shares of the cost on property similarly benefitted including, but not limited to, per front foot or square foot or according to the value of the property as determined by the Town Council, with or without regard to improvements on the property.

5. PROPOSED APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE TOWN. 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.

6. MANAGEMENT OF THE DISTRICT. Owner proposes that the District be managed by the Town with the assistance of a third-party administrator hired by the Town and paid for as part of the administrative costs of the District.

7. REQUEST TO ESTABLISH THE DISTRICT. Owner (as the owners of 100% of the Property) requests and concurs with the establishment of the District and with the levy of assessments against the Property to pay the Authorized Improvements Cost to the extent the Authorized Public Improvements confer a special benefit on the Property.

8. SUFFICIENCY OF THE PETITION. This Petition is sufficient under the Act to establish the District because it is signed by:

(1) owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the Property is located; and by

(2) record owners of real property liable for assessment under the proposal who:

(A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal; or

(B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

OWNER:

ARGYLE CHURCH OF CHRIST, INC.

a Texas non-profit corporation

By: Delvin Black

Delvin Black, Trustee/Elder

Date: June 13, 2016

Argyle Church of Christ, Inc. owns 6.613 acres within the District.

OWNER:

CHAMPION INVESTMENTS, L.L.C.

a Texas limited liability company

By: 

Harold Peck, President

Date: June 16th, 2016

Champion Investments, L.L.C. owns 6.48 acres within the District.

OWNER:

EM LAND HOLDINGS, LLC,

a Texas limited liability company

By:  _____

C. Grant Coates, Manager

Date: June 14, 2016

EM Land Holdings, LLC owns 84.2429 acres within the District.

OWNER:

OAK HILLS COMMUNITY CHURCH

a Texas non-profit corporation

By: James A. Hughes
James Hughes, Board Chairman

Date: June 14, 2016

Oak Hills Community Church owns 3.6875 acres within the District.

Exhibit A to Petition
Description of the Property

LEGAL DESCRIPTION
101.350 ACRES

BEING a tract of land situated in the S. CHAMBER SURVEY, ABSTRACT NO. 308, Town of Argyle, Denton County, Texas and being all of Lot 1-R, Block 1 of SHADY OAKS ESTATES, REVISED, an Addition to the Town of Argyle, Denton County, Texas according to the Plat thereof recorded in Cabinet C, Page 9, Plat Records, Denton County, Texas and being all of Lot 1 & Lot 2, Block A of CHANEY ADDITION, an Addition to the Town of Argyle, Denton County, Texas according to the Plat thereof recorded in Cabinet I, Page 18, Plat Records, Denton County, Texas and being all of that tract of land described in Deed to Champion Investments, L.L.C., as recorded in Document No. 1998-98594, Deed Records, Denton County, Texas and being all of that tract of land described in Deed to Argyle Church of Christ, Inc., as recorded in Document No. 1999-93369, Deed Records, Denton County, Texas and being part of that tract of land described as Exhibit "B" in Deed to EM Land Holdings, LLC, as recorded in Document No. 2015-45233, Deed Records, Denton County, Texas and being all of those tracts of land described as Exhibit "C" and Exhibit "D" in Deed to EM Land Holdings, LLC, as recorded in Document No. 2015-45233, Deed Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found in the south line of Farm to Market Road No. 407, a variable width right-of-way, for the common northeast corner of that tract of land described in Deed to John P. Stafford and Karen Sue Stafford, as recorded in Document No. 2008-98622, Deed Records, Denton County, Texas and an exterior ell corner of said Exhibit "B" tract;

THENCE North 89 degrees 33 minutes 36 seconds East, with said south line, a distance of 60.02 feet to a point for the most northerly northeast corner of said Exhibit "B" tract;

THENCE Southerly, with the east line of said Exhibit "B" tract, the following three (3) courses and distances:

South 00 degrees 36 minutes 53 seconds East, leaving said south line, a distance of 1,663.70 feet to a point for the common southwest corner of Lot 12 of FRENCHTOWN MANOR, an Addition to the Town of Argyle, Denton County, Texas according to the Plat thereof recorded in Cabinet U, Page 135, Plat Records, Denton County, Texas and northwest corner of Lot 3 of LYNCH'S WHIPPOORWILL ESTATES, an Addition to the Town of Argyle, Denton County, Texas according to the Plat thereof recorded in Cabinet B, Page 198, Plat Records, Denton County, Texas;

South 89 degrees 26 minutes 04 seconds West, a distance of 67.49 feet to a point for corner;

South 00 degrees 42 minutes 54 seconds East, a distance of 619.14 feet to a point for corner in the north line of Frenchtown Road, a variable width right-of-way, from which point a 1/2 inch iron rod with a yellow plastic cap stamped "G&A CONSULTANTS" found bears North 60 degrees 24 minutes 42 seconds West, 0.28 feet;

THENCE South 89 degrees 26 minutes 15 seconds West, leaving said east line and with said north line, a distance of 1,686.43 feet to a point for corner;

THENCE North 00 degrees 31 minutes 43 seconds West, leaving said north line, a distance of 259.85 feet to a point for corner;

THENCE North 85 degrees 00 minutes 32 seconds West, a distance of 332.03 feet to a point for corner;

Exhibit A to Petition
Description of the Property

THENCE North 77 degrees 52 minutes 14 seconds West, a distance of 131.98 feet to a point for corner;

THENCE North 87 degrees 51 minutes 37 seconds West, a distance of 126.51 feet to a point for corner in the east line of State Highway No. 377, a variable width right-of-way;

THENCE Northerly, with said east line, the following four (4) courses and distances:

North 13 degrees 52 minutes 24 seconds East, a distance of 748.43 feet to a point for the southwest corner of the above mentioned Lot 1-R;

North 13 degrees 46 minutes 23 seconds East, a distance of 481.88 feet to a point for the northwest corner of said Lot 1-R;

North 89 degrees 10 minutes 51 seconds East, a distance of 2.70 feet to a point for the most westerly southwest corner of the above mentioned Lot 2, Block A;

North 13 degrees 46 minutes 18 seconds East, a distance of 346.96 feet to a point for the southwest corner of that tract of land described in Deed to Lone Star Gas Company, as recorded in Volume 540, Page 404, Deed Records, Denton County, Texas;

THENCE North 89 degrees 42 minutes 17 seconds East, leaving said east line, a distance of 46.39 feet to a t-post with aluminum cap stamped "LONE STAR GAS" found for the southeast corner of said Lone Star Gas Company tract;

THENCE North 12 degrees 56 minutes 26 seconds East, a distance of 50.03 feet to a point in the south line of the above mentioned Exhibit "D" tract for the northeast corner of said Lone Star Gas Company tract;

THENCE South 89 degrees 20 minutes 45 seconds West, with said south line, a distance of 49.75 feet to a point in the east line of the above mentioned State Highway No. 377 for the southwest corner of said Exhibit "D" tract;

THENCE North 11 degrees 44 minutes 46 seconds East, with said east line, a distance of 287.56 feet to a point for corner;

THENCE North 35 degrees 44 minutes 20 seconds East, continuing with said east line, a distance of 127.31 feet to a point for the northwest corner of said Exhibit "D" tract and the intersection of said east line with the south line of the above mentioned Farm to Market Road No. 407;

THENCE North 89 degrees 33 minutes 36 seconds East, leaving said east line and with said south line, a distance of 1,416.06 feet to a point for the common northeast corner of the above mentioned Champion Investments, L.L.C. tract and northwest corner of the above mentioned John P. Stafford and Karen Sue Stafford tract;

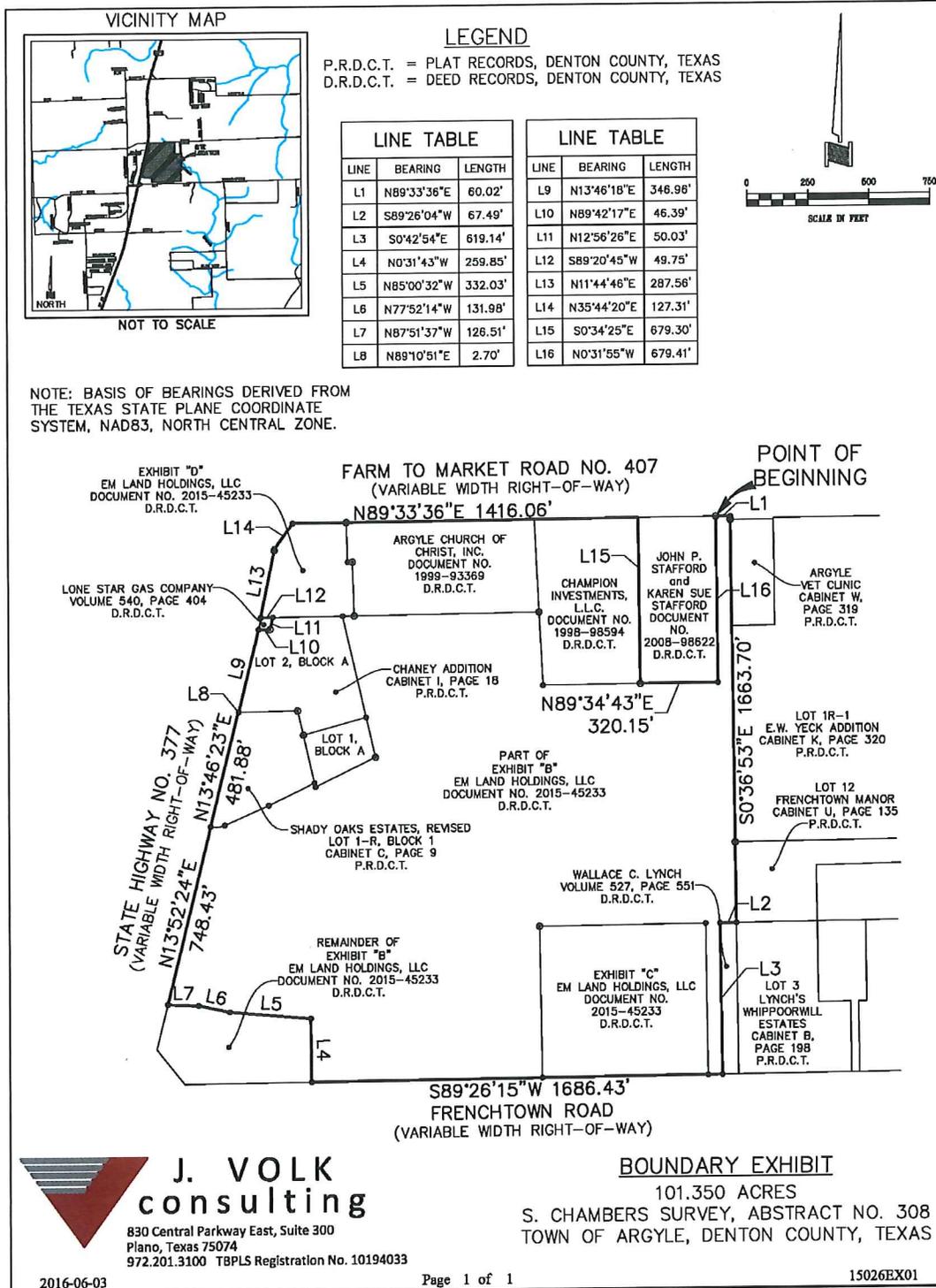
THENCE South 00 degrees 34 minutes 25 seconds East, leaving said south line, a distance of 679.30 feet to a 1/2 inch iron rod found for the common southeast corner of said Champion Investments, L.L.C. tract and southwest corner of said John P. Stafford and Karen Sue Stafford tract;

THENCE North 89 degrees 34 minutes 43 seconds East, a distance of 320.15 feet to a point for the southeast corner of said John P. Stafford and Karen Sue Stafford tract;

Exhibit A to Petition
Description of the Property

THENCE North 00 degrees 31 minutes 55 seconds West, a distance of 679.41 feet to the POINT OF BEGINNING and containing 101.350 acres of land, more or less.

Exhibit B to Petition Depiction of the Property



TOWN OF ARGYLE, TEXAS
RESOLUTION NO. __

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ACCEPTING FOR FILING A PETITION FOR THE ESTABLISHMENT OF THE WATERBROOK OF ARGYLE PUBLIC IMPROVEMENT DISTRICT NO. 2; CALLING A PUBLIC HEARING TO CONSIDER THE FEASIBILITY AND ADVISABILITY OF ESTABLISHING THE DISTRICT; AUTHORIZING AND DIRECTING THE PUBLICATION AND MAILING OF NOTICES OF THE PUBLIC HEARING; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Chapter 372 of the Texas Local Government Code, as amended (the "Act") authorizes the Town of Argyle, Texas (the "Town"), to establish public improvement districts within the corporate limits or extraterritorial jurisdiction of the Town;

WHEREAS, a petition, a copy of which is attached as Exhibit A (the "Petition"), was filed with the Town Secretary requesting the establishment of the Waterbrook of Argyle Public Improvement District No. 2 (the "District") in accordance with the Act; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to accept the filing of the Petition and to call a public hearing at which the Town Council will consider the Petition and hear public testimony regarding the feasibility and advisability of establishing the District.

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

SECTION 1. The recitals set forth in the WHEREAS clauses of this Resolution are true and correct and are incorporated as part of this Resolution.

SECTION 2. The filing of the Petition with the Town Secretary is hereby confirmed and acknowledged.

SECTION 3. A public hearing to consider the adequacy of the Petition and to hear public testimony on the feasibility and advisability of establishing the District is hereby called to be held on Tuesday, August 23, 2016, at 6:00 PM in the Argyle Town Hall, Council Chambers located at 308 Denton Street E, Argyle, Texas. Attached hereto as Exhibit B is a form of Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the District.

SECTION 4. The Town Secretary is hereby authorized and directed to give all notices of the public hearing as required by law, including notices required by the Texas Open Meetings Act and the published and mailed notices required by the Act.

SECTION 5. Upon the closing of the public hearing, the Town Council may consider the adoption of a resolution creating the District in accordance with the Act.

SECTION 6. This Resolution shall become effective from and after its date of passage and approval in accordance with law.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS,
THIS 28th DAY of JUNE, 2016.

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

APPROVED AS TO FORM:

Matthew Boyle, Town Attorney

Exhibit A to Resolution
Petition

Exhibit B to Resolution
Form of Notice of Public Hearing

**TOWN OF ARGYLE, TEXAS, NOTICE OF PUBLIC HEARING REGARDING THE
PROPOSED CREATION OF THE WATERBROOK OF ARGYLE
PUBLIC IMPROVEMENT DISTRICT NO. 2.**

Notice is hereby given that the Town Council of the Town of Argyle, Texas (the "Town Council" and the "Town") received a petition (the "Petition") requesting the creation of the Waterbrook of Argyle Public Improvement District No. 2 (the "District") to undertake public improvements that confer a special benefit on the property described in the Petition (the "Property") and has called a public hearing (the "Public Hearing") to consider the adequacy of the Petition and to hear public testimony regarding the feasibility and advisability of creating the proposed District.

TIME AND PLACE OF THE PUBLIC HEARING. The Public Hearing will take place beginning at or after 6:00 P.M. on Tuesday, August 23, 2016, in the Argyle Town Hall, Council Chambers located at 308 Denton Street E, Argyle, Texas. The hearing may be adjourned from time to time.

GENERAL NATURE OF THE PROPOSED PUBLIC IMPROVEMENTS. The general nature of the proposed public improvements (such proposed public improvements are referred to collectively as the "Authorized Public Improvements") includes: (1) payment of costs and expenses paid or incurred in the establishment, administration, and operation of the District; (2) acquisition and installation of landscaping, including irrigation systems; (3) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of streets and roadways, including sidewalks; (4) acquisition, construction, and improvement of monumentation and wayfinding signage; (5) acquisition, construction, and improvement of water lines and related equipment, facilities, and improvements for a water system; (6) acquisition, construction, and improvement of sanitary sewer lines and related equipment, facilities, and improvements for a sanitary sewer system; (7) acquisition, construction, and improvement of storm water drainage and detention improvements and related equipment, facilities, and improvements for a storm water management system; (8) establishment and improvement of lakes, parks, and open space, including the design, construction, and maintenance of ancillary structures, features, or amenities located therein such as trails, playgrounds, athletic facilities, pavilions, community facilities, irrigation systems, walkways, lighting, benches, trash receptacles, and similar items; (9) public improvement projects similar to those described in clauses (1) through (8) above; (10) acquisition, by purchase or otherwise, of real property in connection with Authorized Public Improvements; (11) costs associated with the financing of Authorized Public Improvements, including, but not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property.

ESTIMATED COST OF THE PROPOSED AUTHORIZED PUBLIC IMPROVEMENTS. The estimated cost of the proposed Authorized Public Improvements is \$20,000,000.00.

BOUNDARIES OF THE PROPOSED DISTRICT. The boundaries of the proposed District include approximately 101.35 contiguous acres within the corporate limits of the Town and generally located: (1) east of U.S. Highway 377; (2) south of FM 407; and (3) north of French Town. A metes and bounds description of, and a drawing depicting, the Property is attached to the Petition, a copy of which is available during regular business hours from the Town Secretary at the Argyle Town Hall.

PROPOSED METHOD OF ASSESSMENT. If the proposed District is created, the Town Council is authorized by the Act to apportion the cost of the proposed Authorized Public Improvements against the Property based on the special benefits accruing to the Property because of the Authorized Public Improvements. The Act provides that the cost of the Authorized Public

Improvements may be apportioned to and assessed against the Property in any manner that results in imposing equal shares of the cost on property similarly benefitted including, but not limited to, per front foot or square foot or according to the value of the property as determined by the Town Council, with or without regard to improvements on the Property. Before assessments are levied, a Service and Assessment Plan will be prepared and made available for public inspection that describes in greater detail the method by which assessments will be levied and the amount of the assessments to be levied. All assessments shall be due and payable in accordance with the Town ordinance that will levy the assessments and may be paid in full at any time, together with interest through the date of payment. Assessments not paid in full may be paid in annual installments which may vary from year to year, as approved by the Town Council, to pay principal, interest, collection costs, administrative costs, and costs due to delinquencies.

PROPOSED APPORTIONMENT OF COST BETWEEN THE DISTRICT AND THE TOWN. The cost of the public improvements will be apportioned to the District based on the special benefit conferred on the Property by the improvements. None of the cost will be apportioned to the Town.

LAND USE SUMMARY

VC-N DISTRICT			
	6000 SF RESIDENTIAL LOTS	147 LOTS	
	9,000 SF RESIDENTIAL LOTS	63 LOTS	
	PARKS/OPEN SPACE		
TOTAL VC-N DISTRICT		210 LOTS	65.08 ACRES 3.2 (DU/AC)
VC-T DISTRICT			
	PATIO HOMES	77 LOTS	
	PARKS/OPEN SPACE		
	RETAIL/OFFICE		+/- 42,400 SF
TOTAL VC-T DISTRICT		77 LOTS	+/- 42,400 SF 21.54 ACRES 3.6 (DU/AC)
VC-MU DISTRICT			
	NORTHERN TRACT		13.78 ACRES
	RETAIL		+/- 21,000 SF
	GROCERY/RETAIL		+/- 110,000 SF
	FUEL STATION		+/- 4,500SF
	SOUTHERN TRACT		4.01 ACRES
	CHURCH		+/- 13,200 SF
TOTAL VC-MU DISTRICT			+/-148,700 SF 17.79 ACRES
	AG		.94 ACRES
PROJECT TOTAL		287 LOTS	105.35 ACRES 2.7 (DU/AC)



MASTER DEVELOPMENT PLAN ZONING APPLICATION

WATERBROOK
ARGYLE, TEXAS



TOWN COUNCIL STAFF REPORT

Meeting

Date: June 28, 2016

To: Mayor and members of Town Council

From: Matt Jones, Director of Community Development

Subject: Zoning Change – Trailhead Ranch

Purpose:

Consider and take appropriate action on a zoning change request (Z-16-002) from A (Agricultural District), SF-1 (Single Family Residential 1-Acre Estate District), and OR (Office Retail) to PD-002 (Planned Development District) for Trailhead Ranch, being approximately 69.2 acres of land, portions of which are legally described as White Rock Farm Addition, Block A, Lot 1, Lot 2R (north portion), Lot 2R (south portion), Gazaway Survey, Tracts 22 and 22a, Tracts 15 and 15a, and Tract 14; and being located on the north side of Harpole Rd., approximately 1,050 f.t. east of HWY 377, located in the Town of Argyle, Denton County, Texas.

Existing Condition of Property:

The majority of the property contains open pasture with mature trees scattered throughout the site. The northwest and southeast corners of the property contain clusters of mature trees. There is an existing single-family residential home located in the southeast corner of the property that is proposed to remain.

Adjacent Existing Land Uses and Zoning:

North: SF-10- Single-Family Residential Estate 10
 South: CF – Community Facilities; SF-1- Single-Family Residential Estate 1 across Harpole Rd.
 East: A – Agricultural; SF-2.5 – Single-Family Residential Estate 2.5
 West: OR- Office Retail

Development Review Analysis:

The applicant is proposing a zoning change for a single-family subdivision on approximately 69.0 acres to include 153 single-family homes. The overall proposed density for the development is 2.2 units/acre.

Consistency with Future Land Use Plan:

The eastern side of the subject property is designated as T3– Low Density Transition on the Future Land Use Plan. The overall density calculations are suitable recommendations for the T3 transect. The western side of the subject property is designated as C3– Centers Corridor on the Future Land Use Plan. The overall density calculations are suitable recommendations for the C3 transect. The density proposed is in compliance of the density guidelines of the Comprehensive Plan when looking

at transitioning the densities away from the more intensive C3 transect uses to the single-family form of the T3 transect.

The concept plan is also in general compliance with the lot size recommendations. The Comprehensive Plan calls for the T3 transect to have a traditional single-family residential character and describes moving away from equally-spaced street trees to more natural swaths or groupings.

Open Space and Trails:

The applicant is proposing 20.7 acres of open space. Some open space will be maintained as private and a portion is being proposed to be dedicated to the Town. The overall open space of the development is approximately 30%, which is consistent with the Future Land Use Plan. The applicant is proposing a series of concrete trails, crushed granite trails, and sidewalks that run throughout the development to encourage pedestrian connectivity.

Tree Preservation:

The applicant has provided a tree preservation plan with an aerial overlay as required by the Tree Preservation Requirements of the Town Development Standards. A detailed tree survey will be submitted with the final plat and construction plans for the development and shall meet the requirements of the tree preservation ordinance. Including labeling all protected trees and providing mitigation details for any protected or majestic tree that will be removed.

Infrastructure Adequacy:

Water and sanitary sewer facilities are available to be extended to this site with sufficient capacity to serve the development. If approved, full civil construction plans for streets, drainage, water and sanitary sewer are required for submission at the time of final plat application.

Drainage Analysis:

Staff has reviewed the PD concept plan and has determined that compliance with all drainage requirements of the Town Developments Standards can be achieved at the time of preliminary and final plat. A detailed engineering review of the drainage and grading plans will be conducted by the Town Engineer at the time of a preliminary and final plat.

Design Standards

The applicant has proposed a variety of design standards as outlined in the PD Zoning narrative that meet or exceed the minimum requirements of the Town Development Standards.

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) and the Town of Argyle Zoning Ordinance. Seven responses have been received by the Town, three letters in opposition and four letters in favor.

Staff Recommendation:

Town staff forwards this request for your consideration.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission considered this request at their June 7, 2016 regularly scheduled meeting. Discussion was held regarding lot sizes and density as well as the extent to which the proposed development was in compliance with the comprehensive plan.

A Motion was made to deny the request as presented. The motion to deny carried by a vote of six (6) in favor to none (0) opposed.

Attachments:

Ordinance

Trailhead Ranch PD Documents

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2016-XX**

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, PROVIDING FOR A ZONING CHANGE FROM A (AGRICULTURAL DISTRICT), SF-1 (SINGLE FAMILY RESIDENTIAL ESTATE -1 DISTRICT), AND OR (OFFICE RETAIL) TO PD-002 (PLANNED DEVELOPMENT DISTRICT) FOR TRAILHEAD RANCH, BEING APPROXIMATELY 69.2 ACRES OF LAND, PORTIONS OF WHICH ARE LEGALLY DESCRIBED AS WHITE ROCK FARM ADDITION, BLOCK A, LOT 1, LOT 2R (NORTH PORTION), LOT 2R (SOUTH PORTION), GAZAWAY SURVEY, TRACTS 22 AND 22A, TRACTS 15 AND 15A, AND TRACT 14; AND BEING LOCATED ON THE NORTH SIDE OF HARPOLE RD., APPROXIMATELY 1,050 F.T. EAST OF HWY 377, LOCATED IN THE TOWN OF ARGYLE, DENTON COUNTY, TEXAS.; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS,** Kimley Horn, the applicant, Stanley and Kathy White, Greg Miller, James and Yolanda Taylor, and James and Joan Miller, the owners, have applied for a zoning change from A (Agricultural District), SF-1 (Single Family Residential 1-Acre Estate District), and OR (Office Retail) to PD-002 (Planned Development District) for Trailhead Ranch, being approximately 69.2 acres of land, portions of which are legally described as White Rock Farm Addition, Block A, Lot 1, Lot 2R (north portion), Lot 2R (south portion), Gazaway Survey, Tracts 22 and 22a, Tracts 15 and 15a, and Tract 14; and being located on the north side of Harpole Rd., approximately 1,050 f.t. east of HWY 377, located in the Town of Argyle, Denton County, Texas. as described on the attached Exhibit "A" incorporated herein by reference as if copied in its entirety; and
- WHEREAS,** the Town of Argyle deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the Town, to enact a comprehensive zoning ordinance; and
- WHEREAS,** the Town Council has appointed a Planning and Zoning Commission to make recommendations on requested changes to the boundaries of the various original zoning districts along with appropriate regulations to be enforced therein; and
- WHEREAS,** Article III, Zoning, of the Town Development Standards, divides the Town into districts and contains regulations pertaining to such districts in accordance with a comprehensive plan and is designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision

of transportation, water, sewerage, schools, parks, and other public facilities; and

WHEREAS, the Planning and Zoning Commission has given reasonable consideration to, among other things, the character of the districts and their suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the Town; and

WHEREAS, the Planning and Zoning Commission of the Town of Argyle and the Town of Argyle Town Council, in full compliance with State Law with reference to changes to zoning classifications under the Town Development Standards and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the Town of Argyle is of the opinion that said planned development zoning change should be granted, as set forth herein; and

WHEREAS, the Town Council finds that the planned development zoning change is consistent with the Comprehensive Plan;

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

SECTION 1. All matters stated hereinabove are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the Comprehensive Zoning Ordinance of the Town of Argyle, Texas, be, and the same is hereby amended by amending the Zoning Map of the Town of Argyle so as to change the zoning on the tracts of land, described in Exhibit "A" (the "Property"), to PD-002 (Planned Development District) and establishing the development standards as set forth in Exhibit "B."

SECTION 3. The development shall meet or exceed all requirements in the Town Development Standards with deviations from the Subdivision Ordinance and Zoning Ordinance as set forth in Exhibit "B."

SECTION 4. That all uses authorized by the development shall conform to the development standards in Sections 2 and 3 of this Ordinance, the Master Development Plan as shown in Exhibit "B" and the Town of Argyle Comprehensive Zoning Ordinance and Subdivision Ordinance. In the event of conflict, this ordinance shall prevail.

SECTION 5. That any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive

Zoning Ordinance of the Town of Argyle, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense.

SECTION 6. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part or portion thereof, other than that portion so decided to be invalid or unconstitutional.

SECTION 7. Injunctive Relief. In addition to and accumulative of all other penalties, the Town shall have the right to seek injunctive relief for any and all violations of this ordinance.

SECTION 8. Effective Date: This ordinance shall take effect immediately from and after its passage, and publication of the caption of said ordinance, as the law in such case provides.

DULY PASSED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, on this the 28th day of June, 2016.

APPROVED:

Peggy Krueger, Mayor

APPROVED AS TO FORM:

ATTEST:

Matthew C.G. Boyle, Town Attorney

Kristi Gilbert, Town Secretary

EXHIBIT "A"

BEING a tract of land, situated in the George S. Gray Survey, Abstract No. 450, Town of Argyle, Denton County, Texas, and being all of Lot 1, Block A and a street easement dedication for Harpole Road as created in White Rock Farm Addition, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet K, Page 125 of the Plat Records of Denton County, Texas and being all of Lot 2R, Block A of Final Plat of Lot 2R and 3R-1, Block A, Replat of White Rock Farm Addition, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet O, Page 286 of the Plat Records of Denton County, Texas, and all of a called 10.212 acre tract of land, conveyed to James N. Taylor and Yolanda Contreras Taylor, as evidenced in a General Warranty Deed, recorded in Volume 4654, Page 713 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of a street easement dedication for Harpole Road as created in the Final Plat of White Rock Farm Addition as recorded in said Cabinet K, Page 125, and being on the northerly line of a 35' wide road dedication as created in Argyle High School Addition, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet R, Page 1863 of the Plat Records of Denton County, Texas, same also being in the centerline of an 18' wide asphalt road;

THENCE South 89°24'56" West, along the northerly line of said Argyle High School Addition and generally along the centerline of said Harpole Road, a distance of 438.15 feet to a point for corner;

THENCE North 00°52'32" West, departing the northerly line of said Argyle High School Addition and said Harpole Road, along the westerly line of said 10.212 acre tract, passing at a distance of 32.71 feet, a 1/2 -inch iron rod with a plastic cap, stamped "KAZ 5312", found for reference, continuing for a total distance of 1,025.41 feet to a 5/8-inch iron rod found for the northwest corner of said 10.212 acre tract, same being on the southerly line of Argyle Town Square, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet R, Page 223 of the Plat Records of Denton County, Texas;

THENCE North 88°26'32" East, along the northerly line of said 10.212 acre tract and the southerly line of said Argyle Town Square, a distance of 228.88 feet to a 1/2-inch iron rod found for the northerly, southwest corner of aforesaid Lot 2R, same being the southeast corner of Argyle Town Square;

THENCE North 00°33'11" West, along the westerly line of said Lot 2R and the easterly line of said Argyle Town Square, a distance of 988.58 feet to a 1/2-inch iron rod found for the northwest corner of said Lot 2R and the northeast corner of said Argyle Town Square;

THENCE South 89°48'41" East, along the northerly line of said Lot 2R, the northerly line of Lot 1, Block A of aforesaid White Rock Farm Addition, and the southerly line of Webb Addition, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet M, Page 381 of the Plat Records of Denton County, Texas, a distance of 1,420.49 feet to the northeast corner of said Lot 1, same being the northwest corner of Lot 1, Block 1 of Top Hat Farm, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet H, Page 142 of the Plat Records of Denton County, Texas;

THENCE South 00°33'48" East, along the easterly line of said Lot 1, Block A and the westerly line of said Lot 1, Block 1, passing at a distance of 1,949.86 feet a 3/8-inch iron rod found for the northeast corner of aforesaid street easement dedication, the southeast corner of said Lot 1, Block A and the southwest corner of said Lot 1, Block 1, continuing along the easterly line of said street easement dedication for a total distance of 1,985.36 feet to the southeast corner of said street easement dedication, same being in the asphalt pavement for aforesaid Harpole Drive;

THENCE South 88°46'56" West, along the southerly line of said street easement dedication, a distance of 1,205.74 feet to the **POINT OF BEGINNING** and containing 70.637 acres of land, more or less, of which, 1.167 acres (50,854 square feet) lie within the street easement dedication for Harpole Road.

Exhibit "B" to Ordinance 2016-XX

TRAILHEAD RANCH

A Planned Development in Argyle, Texas

A Development By:

Bob Shelton Enterprises, Ltd.

2925 Country Club Road, # 105
Denton, TX 76210
940-536-1151

Contact: Bob Shelton

Submitted: May 5, 2016

Prepared By:

Kimley»Horn

5750 Genesis Court, Ste. 200
Frisco, TX 75034
972-335-3580

Contact: Thomas L. Fletcher, P.E.

Kimley-Horn Project No. 069306719

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1.0 INTRODUCTION

The purpose of this Planned Development (PD) is to change the existing zoning restrictions that govern approximately 70 acres of land (Trailhead Ranch) located on the north side of Harpole Road just east of US 377. Trailhead Ranch is located east of Argyle Town Square, south of Settler's Point, west of Hickory Hill Estates, and north of Shadow Wood Estates. A Conceptual Land Plan provided as Exhibit A illustrates this proposed development. A Legal Description of the boundary of the PD is provided as Exhibit C.

1.1 Existing Land Use

Trailhead Ranch is currently comprised of a few tracts of land that includes an existing homestead and agricultural land. Within the PD boundary is a combination of open field, scattered trees and a few small tree groves. The northwest corner of the tract is currently zoned SF-1 – Residential Estate 1. The remainder of the tract is zoned A – Agricultural.

1.2 Future Land Use Plan

In February of 2015, the Town of Argyle's (the Town's) Comprehensive Plan was amended to contain a new Land Use Plan. The Land Use Plan is organized around a series of 11 land use areas. Two of those land use areas converge at Trailhead Ranch. On the eastern side, there is approximately sixty-four (64) acres of T-3, Low Density Transition, where two (2) units per acre is a satisfactory density for residential use. On the western side, there are approximately five (5) acres of C-3, Centers Corridor, where five (5) units per acre is a satisfactory density for residential use. The boundary for Trailhead Ranch is overlaid on the Future Land Use Plan (Exhibit B). The satisfactory residential density equates to 153 units in total (breakdown is shown on Exhibit A) with one of these units being the existing homestead which is proposed to remain.

1.3 Developer's Intent

Bob Shelton Enterprises, Ltd (the Developer's) intent is to create a distinctive community that adds to the betterment of Argyle as a whole. Trailhead Ranch development will provide a sense of pride in ownership and community. Its abundance of open space will bring residents together while also preserving the native character of this tract for its residents as well as for the other citizens of the Town. This development will assist the Town in providing park and recreation opportunities to its citizens which is one of the primary goals stated in the Executive Study of the Comprehensive Plan. This development honors the existing neighboring land uses as well as the future land uses by following the intent of the Comprehensive Plan.

2.0 LAND DEVELOPMENT CRITERIA

2.1 Density

The proposed overall density of Trailhead Ranch is 153 detached single family residential lots including the existing residence which is satisfactory by the Town's Future Land Use Plan. This represents an overall average density of 2.21 units per acre for the Trailhead Ranch development between the two Land Transects, T-3 and C-3.

2.2 Lot Size

Trailhead Ranch will provide a minimum lot size in order to meet homebuyer's needs. Trailhead Ranch's minimum lot characteristics are as follows:

Lot Type	A
Minimum Lot Area (square feet)	8450
Minimum Lot Width (feet)	65
Typical Lot Depth (feet)	130
Minimum Lot Depth (feet, knuckle or cul-de-sac)	115

Typical/minimum lot size is shown on Exhibit A. Trailhead Ranch will have an average lot area of 10,000 square feet.

2.3 Setbacks and Lot Coverage

Trailhead Ranch offers traditional front, rear, and side yard setbacks for the lot size described in Section 2.2. Below are the setback and lot coverage criteria:

Main Structure Setbacks and Lot Coverage	
Lot Type	A
Minimum Front Yard Setback (feet)*	25
Minimum Rear Yard Setback (feet)	20
Minimum Interior Side Yard (feet)	7
Minimum Corner Lot Side Yard (feet)	15
Maximum Lot Coverage (%)	60

Accessory Structure Setbacks and Lot Coverage	
Lot Type	A
Minimum Front Yard Setback (feet)	25
Minimum Rear Yard Setback (feet)	5
Minimum Interior Side Yard (feet)	7
Minimum Corner Lot Side Yard (feet)	10
Maximum Lot Coverage (% total - main + accessory)	70

* Front yard setback may be reduced by 5' for homes with "swing" garages.

2.4 Open Space

Trailhead Ranch will be developed in a manner that creates and preserves large open spaces and provides a park system with both active and passive recreational experiences for all residents and citizens alike, independent of age. It will have elements of all Park Typology Transects identified in the Town's Parks and Trails Plan. An overall Conceptual Park and Open Space Plan is provided as Exhibit F.

Along Harpole Road the proposed residential development is set back to preserve the rural ranch feeling. This view-shed protection was established as a goal of the Town and is incorporated in this open space. This open space will be dedicated as a public park that will allow for public gathering, passive and active recreation. As future residents and visitors arrive to Trailhead Ranch they enter through a rural ranch entry way. This can be seen in more detail in the Conceptual Entry Plan and Entry Way Concept as provided as Exhibit G and G.1.

A trail will connect this open space through the residential development to the Neighborhood Park/Nature Park that will be located in the northwest corner of the tract. Intersections will be enhanced through the use of stamped and stained concrete. The proposed enhancements are shown on the Intersection Concept as provided as Exhibit I. The Conceptual Nature Park Plan and Nature Park Illustration provided as Exhibit H and H.1 illustrates this area. This Hybrid open space will consist of the following elements:

- Trails (mix of concrete and granite);
- Open space for active recreation;
- Open space for passive recreation such as picnicking, bird watching, etc.
- Retention Pond with aeration;
- Cross Timbers tree preservation;
- Open Air Pavilion for gathering;
- Benches;

2.5 Street Standards

All streets in Trailhead Ranch will be constructed of concrete curb and gutter and will be contained within the public right-of-way, making them property of the Town and accessible by all residents of the Town. Trailhead Ranch will be comprised of Local Residential Streets that are twenty-eight feet back to back (28' B-B) and constructed in a fifty-foot right-of-way (50' ROW). Intersections in the development will have enhanced concrete paving that will consist of patterned and stained concrete. The Intersection Concept (Exhibit I) illustrate the enhanced pavement.

Concrete shall meet North Central Texas Council of Governments (NCTCOG) Class "C" concrete design, and shall be 3600 PSI with #3 bars 24" on center each way. Subgrade treatment shall be to a minimum of six inches (6") deep and per a Geotechnical Engineering Report.

2.6 Sidewalk Standards

A four-foot (4') wide concrete sidewalk along both sides of the street will be standard throughout Trailhead Ranch. The Developer may meander the sidewalks along Open Spaces as long as they remain within fifty feet (50') of the adjacent right-of-way. Where sidewalks are meandered into Open Space, they shall be constructed to a minimum of six-feet (6') in width. In order to preserve the rural feel, a sidewalk will not be constructed along Harpole Road. Developer Trails associated with the Open Spaces will be a minimum of six-foot (6') wide and will be constructed either of concrete or granite. The Developer will install all sidewalks for entryways and open spaces within Trailhead Ranch. The homebuilders will install all sidewalks immediately adjacent to the residential lots.

Concrete shall meet North Central Texas Council of Governments (NCTCOG) Class "A" concrete design, and shall be 3000 PSI with #3 bars 24" on center each way.

2.7 Parking

A minimum of two enclosed parking spaces will be provided behind the building line (in the garage). A minimum of two parking spaces will be provided between the right-of-way and the building line (in the driveway). The public street in front of all residential lots will allow for on-street parking while also accommodating traffic, including public safety vehicles such as fire trucks.

2.8 Lot Grading

Mass grading (benching) of lots will only occur within the portions of Trailhead Ranch that are not heavily wooded. This will enable the Developer to save as many trees as possible in the open spaces and along the rear of the proposed lots.

2.9 Tree Preservation

The Conceptual Land Plan was laid out to promote tree preservation. The Developer has prepared a Tree Preservation Plan (Exhibit D) that uses an aerial photograph to illustrate the approximate location of existing tree canopy to be preserved and removed during the construction process. The Developer will have a detailed tree survey prepared after preliminary plat approval and before preparation of construction drawings that will be used with the design to establish actual tree removal.

2.10 Perimeter Fencing

Fencing along the perimeter of Trailhead Ranch will be primarily limited to the back of the residential lots and along Harpole Road, as illustrated on the Perimeter Fence Exhibit (Exhibit E). The fencing along Harpole Road will be pipe rail fence matching the existing fencing to the east. Residential lots backing to existing or future land uses shall be wood board on board fencing that is a minimum of six-foot (6') and a maximum of eight-foot (8') tall Cedar or Spruce on galvanized metal poles. Fencing along residential lots backing to the northern and eastern property lines shall be wood board on board fencing that is a minimum of six-foot (6') and a maximum of eight-foot (8') tall Cedar or Spruce on galvanized metal poles with stone columns at approximately two hundred-foot (200') spacing. Fencing along entry ways or within Open Spaces will be rustic and rural in nature and will minimize impacts to views.

2.11 Entryways

The main entry into Trailhead Ranch will be located at the intersection of Harpole Road and Shadow Wood Drive. The main entry will have a rural ranch style entry way, retention basin with windmill feature, irrigation, turf, landscaping, and trees, as shown in the Conceptual Entry Plan and Entry Way Concept (Exhibits G and G.1). The second entryway is from Harpole Road at the intersection of the school driveway. This entryway will also include irrigation, turf, trees, and a minor boulder monument. Multiple points of connections will adequately disperse vehicle trips generated by this subdivision and minimize impacts at any one location on existing streets.

3.0 HOME BUILDING CRITERIA

3.1 Square Footage

The minimum square footage for Trailhead Ranch will be 2,000 square feet of air-conditioned space.

3.2 Maximum Height

The maximum height for the homes built in Trailhead Ranch will be two and one-half stories or thirty-five feet (35') measured to the "living" height. An additional ten feet (10') will be allowed for gables, chimneys, vents, etc. to accommodate roof pitches and volumes.

3.3 Non-Repeat Clause

Floor plan	The same floor plan may not be duplicated on the neighboring lots or on the lot immediately across the street from the subject lot.
Elevation	The same elevation on the same floor plan may not be duplicated on the four consecutive neighboring lots on either side of the subject lot or on the lots immediately across the street from such (nine) lots.
Exterior color selections	The same brick, stone, stucco, or exterior paint palette may not be duplicated on the neighboring lots or on the lot immediately across the street from the subject lot.

3.4 Lot Grading

As stated in Section 2.8, the majority of the lots will be graded by the Developer, but will minimize grading in key areas where it is possible for the Homebuilder to save trees. The grading must conform to the grading plans and drainage area map produced by the engineer of record. Trees may be removed from the footprint of the main structure, the driveway and easements without penalty. Any other trees removed from the lot will be mitigated according to the Town’s mitigation policy.

3.5 Garage Orientation and Setback

Front-loaded garages are prohibited in Trailhead Ranch unless the face of the garage door is set back a minimum distance of five-feet (5') from the front elevation of the home. Front elevation is defined as that portion of the living area of a house nearest to the front building line that parallels the street and is located at grade. It is recommended that the garage elevation be designed in a manner to minimize the visual impression of garages. Such design can be accomplished by a number of innovative approaches including: separate garage doors; recessing the door plane within the garage and extending a deep roof overhang (two- to four-foot extension of the roof and wing walls are preferred); extending a pergola or trellis type element over the garage doors; extending a balcony or deck above the garage doors; building rooms over the garage; incorporating low garden walls into the garage façade in order to create an enclosed motor court or semi-enclosed motor court; providing a “swing” garage; and integrating windows into the door panels, which helps add scale and a sense of habitation. Where “swing” garages are utilized, the front yard setback may be encroached by up to five-feet (5'). Three front-facing garage doors are not allowed unless they are at the rear of the lot (set back more than half the depth of the lot). The garage doors should likewise be of high quality design and materials; all garage doors facing the street should be constructed of wood or a synthetic wood-type material (if painted).

3.6 Exterior Sheathing Materials

Permitted exterior sheathing materials are brick, stone, smooth stucco, and wood, Hardi, or equivalent siding. Exterior Insulation and Finish System (EIFS), rough/textured stucco, metal, vinyl, and Masonite siding are not permitted.

3.7 Roof

Pitch	Flat roofs are not permitted. Otherwise, the pitch should vary with architectural style (i.e., craftsman and Spanish style homes should have a 4:12 pitch).
-------	---

Permitted materials	30-year dimensional asphalt, standing seam metal, natural stone, slate, concrete tile, and clay tile.
Plumbing vents, roof vents, attic jacks, etc.	Must be located on the rear or side slope and never face a street, and must be painted to match the roof materials.
Solar panels, TV dishes and antennas	Must be located on the rear or side slope and never face a street.

3.8 Windows

Permitted	Wood, vinyl, or a combination thereof.
Not permitted	Metal window frames, reflective glass or glazing, burglar bars, solar screens, or flush-mounted windows.
Required	Windows facing the street must be divided light or simulated divided light with exterior muntins. Muntins are a strip of wood or vinyl separating and holding panes of glass in a window; also known as glazing bars.

3.9 Fireplaces

Wood burning	Permitted, but chimneys must be sheathed in brick, stone, or stucco (no siding).
Direct vent	Permitted, but vent must not be visible from the street.
Ventless	Permitted.

3.10 Driveways

Width	Single-lane driveways are encouraged. The maximum width for a driveway is 18 feet.
Circular drive	Not permitted.
Hollywood drive	Hollywood drives are encouraged. Hollywood drives consist of two narrow, parallel strips of concrete spaced so that a vehicle's wheels can drive on them, instead of a solid run of concrete.
Permitted materials	Concrete, stone pavers, or brick pavers.

3.11 Sidewalks

A minimum three-foot wide all-weather walkway shall be constructed from the front porch to either the driveway or the sidewalk in the parkway.

3.12 Mailboxes (Enforced by the Home Owner's Association)

The mailboxes shall be cast iron, brick, stone, or smooth stucco and shall match the appearance of the house. The mailbox location will be one foot inside the lot against the back of curb. If a dual mailbox design is utilized then the mailbox shall be located at the property line of the lots served against the back of curb. Examples of acceptable mailbox styles are provided in Exhibit M, Conceptual Street Signage, Street Lights and Mailbox Standards. Alternates to these styles must be approved by the Town.

3.13 Mechanical Equipment (Enforced by the Home Owner’s Association)

HVAC condensers, tank-less hot water heaters, direct vent fireplaces, and other mechanical equipment may not be located along the front elevation or along a side elevation that faces the street (in the event of a corner lot).

3.14 Fencing

Trailhead Ranch will minimize the amount of wood fencing located in view of the public. Below are the fence requirements for different locations:

Facing a street or open space	All fencing facing a street, with the exception of side yard fencing in between homes, or open space must be wrought iron style, masonry, or a combination of the two, with a maximum height of six-feet (6') and a minimum height of four-feet (4').
Corner lots	All wrought iron style fences on corner lots must be accompanied by an evergreen hedge or other evergreen landscape that will mature to a minimum height of six-feet (6').
Perimeter fencing	The homebuilders will provide perimeter fencing as outlined in Section 2.10.
Wood fencing	Wood fencing is required between homes, along side yard lot lines and rear yard lot lines. The wood fence must be a minimum of six-foot (6') and a maximum of eight-foot (8') tall Cedar or Spruce on galvanized metal poles. The side without poles must face out when adjacent to vacant lots. Fencing may not be placed within ten-feet (10') of the front elevation of the house.

3.15 Retaining Walls

All retaining walls must be constructed of reinforced concrete, natural stone, or engineered stone. Wood retaining walls of any type are prohibited. Retaining walls located on private lots will be owned and maintained by the homeowner. Retaining walls located in HOA Open Spaces will be owned and maintained by the HOA. Retaining walls located in Open Spaces dedicated to the Town will be owned by the Town and maintained by the HOA.

4.0 HOME BUILDING LANDSCAPE CRITERIA

4.1 Tree Preservation

Trailhead Ranch has areas that are heavily wooded. The Developer’s intent is to save as many trees as possible. In most cases, the Developer will limit disturbance to the right-of- way, utility easements, and lot grading leaving the Open Spaces and rear lots in their native form. Portions of some lots left in their native form allows additional preservation of trees, however, the homebuilders may remove trees from the footprint of the main structure, the driveway, and easements without penalty. Any other trees removed from the lot will be mitigated according to the Town’s mitigation policy.

4.2 Street Trees

The homebuilders will be responsible for planting one (1) street tree for Type “A” lots. Corner lots shall be responsible for planting two (2) additional street trees. Street trees shall be constructed within the

parkway, four-feet (4') off of the back-of-curb. The trees will be a minimum of three caliper inches, measured 12 inches off of the root ball. The species will be selected according to the approved street tree list (Exhibit N).

4.3 Front Yard Landscaping Minimum Requirements

Large shrubs or ornamental trees	One 15-gallon shrub or one 1½ inch caliper tree measured 12 inches from the ground
Medium shrubs	15 three- to five-gallon shrubs
Border plants	10 one-gallon perennial plants
Lawn	Sod is required. Ground cover is permitted up to 30 percent. Gravel is not permitted.

4.4 Corner Lot Landscaping Additional Requirements

Ornamental trees	Two 1½ inch Crepe Myrtle, Red Bud, Mexican Plum, Desert Willow, etc. (in addition to parkway trees).
Evergreen landscaping	All side yard foundations visible from the street on corner lots must be screened.
Fencing	All wrought iron style fences on corner lots must be accompanied by an evergreen hedge or other evergreen landscape that will mature to a minimum height of six feet.

4.5 Irrigation

An automatic irrigation system is required for all residential lots. An automatic irrigation system is required for all right-of-way and open spaces with improved turf and landscaping. Open Spaces intended to remain natural or native are not required to be irrigated.

4.6 Bed Material (Enforced by the Home Owner’s Association)

Wood mulch is the preferred bed material. Smooth gravel, crushed granite, or crushed limestone may be approved by the ACC. Rubber mulches and gravel other than river rock are not permitted.

4.7 Bed Edging (Enforced by the Home Owner’s Association)

Metal edging, stone with or without mortar, and brick with mortar are the preferred edging material. Plastic, railroad ties, landscape timbers, other wood products, and brick without mortar are not permitted.

5.0 WATER WELLS

Trailhead Ranch will be permitted to drill water wells to provide for irrigation and retention ponds; however, retention ponds shall not be a condition of the PD or for the water wells. Setbacks from property

lines shall be at the discretion of the driller and sufficient for drilling rig access after all development and home construction has occurred.

6.0 TOWN OF ARGYLE FEES

All Roadway Impact Fees, Wastewater Impact Fees, and Parkland Development Fees will be deferred until the time when building permit fees are paid by the homebuilders. The parkland dedication will be waived given the abundance of Open Space. The Open Space shown on the concept plan is approximately 21 acres or 30 percent of the gross land area, or 13.5 acres per 100 residential units, which is significantly more than the Town requires. Of the approximately 21 acres of Open Space, a minimum of 5 acres will be dedicated to the Town as Public Open Space. This Open Space will be located along Harpole Road.

Additionally, the majority of the Open Space is located around the perimeter of Trailhead Ranch, where access will be shared with existing and future property owners, while the maintenance will be provided by the homeowners' association (HOA).

7.0 SUMMARY OF AMENITIES

Trailhead Ranch will provide numerous luxuries that are not common in the average neighborhood such as:

1. Extensive entryway landscaping and monuments, as illustrated in the entryway illustrations (Exhibit G and G.1).
2. A minimum of twenty-five percent (25%) of the gross land area will be dedicated as Open Space either to the HOA or to the Town to be enjoyed by the residents of Trailhead Ranch and the Town.
3. Improvements including, at a minimum, concrete walking trails, crushed granite walking trails, park benches, open air pavilion, landscaping, automatic irrigation, retention and/or detention ponds, and preservation of the mature trees.
4. Decorative street-lighting, mailboxes, and street signs (Exhibit M).
5. An HOA to (1) maintain the abundance of open space and (2) to organize events that will promote an active and cohesive community.
6. An ACC appointed by the Developer, and then later by the directors of the HOA, to enforce the PD zoning requirements.

8.0 APPENDIX

See attached Exhibits A through N.

Exhibit A	Conceptual Land Plan
Exhibit B	Future Land Use Plan
Exhibit C	PD Boundary Legal Description
Exhibit D	Tree Preservation Plan

Exhibit E	Perimeter Fence Exhibit
Exhibit F	Conceptual Park and Open Space Plan
Exhibit G	Conceptual Entry Plan
Exhibit G.1	Entry Way Concept
Exhibit H	Conceptual Nature Park Plan
Exhibit H.1	Nature Park Illustration
Exhibit I	Intersection Concept
Exhibit J	Conceptual Image Board
Exhibit K	Screening Wall Illustration
Exhibit L	Palette of Materials – Entry Gateway
Exhibit L.1	Palette of Materials – Park Pavilion
Exhibit L.2	Palette of Materials – Site Amenities
Exhibit L.3	Palette of Materials – Softscape
Exhibit M	Conceptual Street Signage, Street Light, and Mailbox Standards
Exhibit N	Approved Tree List

Exhibit A
Conceptual Land Plan

PD Land Use Acreage Summary		
Open Space	20.7	29.9%
Residential Lots / Residential Street ROW	48.3	70.1%
Total	69.0	

Allowable Units per Comprehensive Plan		
C-3 Centers Corridor	4.8 Ac.	24
T-3 Low Density Transition	64.2 Ac.	129
Total Units Allowable		153

Lot Type Summary		
65' Lots (10,000 SF Average Lot Area)	152	99.3%
Existing Home	1	0.7%
Total	153	

Lot Type Summary Notes:
 The number of each type of lot, and the total number of lots is approximate and subject change at time of platting.

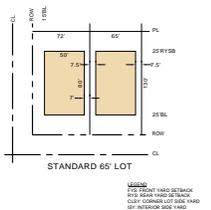
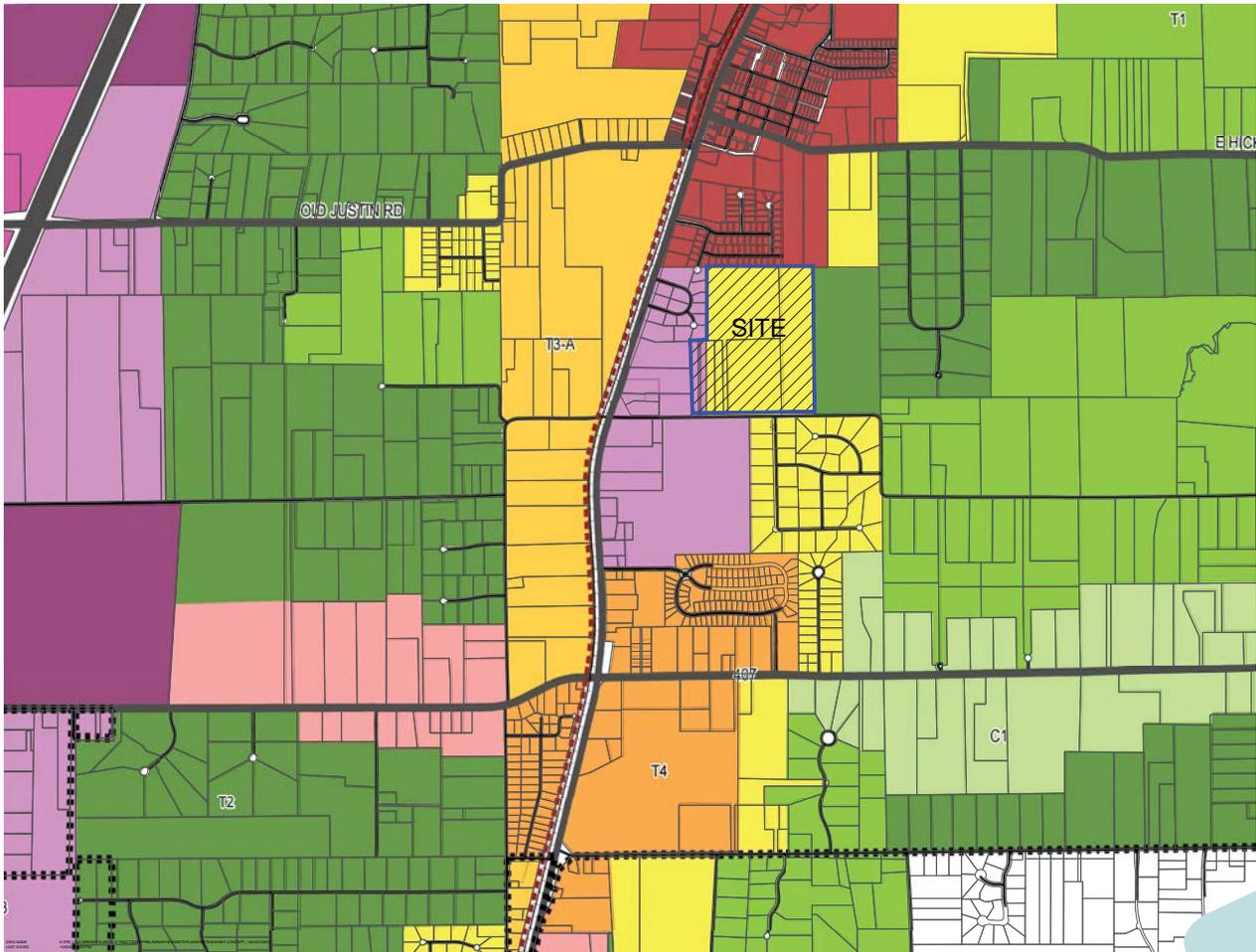


EXHIBIT A
 CONCEPTUAL LAND PLAN
Trailhead Ranch
 Argyle, Texas
 May 2016
Kimley»Horn
 5750 Genesis Court
 Suite 200
 Frisco, Texas 75034
 972-335-3580
 State of Texas Registration No. F-028

Exhibit B
Future Land Use Plan



- Legend**
- City Boundary
 - Proposed Bike/Hike Trail
 - Railroad
- Future Land Use Plan**
- Land Use**
- C1 - Rural Corridor
 - C2 - Approach Corridor
 - C3 - Centers Corridor
 - C4 - Regional Corridor
 - T1 - Rural / Conservation
 - T2 - Rural
 - T3 - Low Density Transition
 - T3-A - Railroad Transition
 - T4 - Village Center
 - T5 - Town Center
 - T6 - Regional Center

EXHIBIT B
FUTURE LAND USE PLAN
Trailhead Ranch
Argyle, Texas
May 2016
Kimley-Horn
5750 Genesis Court
Suite 200
Frisco, Texas 75034
972.335-3569
State of Texas Registration No. F-928

Exhibit C

Planned Development Boundary Legal Description

EXHIBIT C – PLANNED DEVELOPMENT BOUNDARY LEGAL DESCRIPTION

BEING a tract of land, situated in the George S. Gray Survey, Abstract No. 450, Town of Argyle, Denton County, Texas, and being all of Lot 1, Block A and a street easement dedication for Harpole Road as created in White Rock Farm Addition, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet K, Page 125 of the Plat Records of Denton County, Texas and being all of Lot 2R, Block A of Final Plat of Lot 2R and 3R-1, Block A, Replat of White Rock Farm Addition, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet O, Page 286 of the Plat Records of Denton County, Texas, and all of a called 10.212 acre tract of land, conveyed to James N. Taylor and Yolanda Contreras Taylor, as evidenced in a General Warranty Deed, recorded in Volume 4654, Page 713 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of a street easement dedication for Harpole Road as created in the Final Plat of White Rock Farm Addition as recorded in said Cabinet K, Page 125, and being on the northerly line of a 35' wide road dedication as created in Argyle High School Addition, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet R, Page 1863 of the Plat Records of Denton County, Texas, same also being in the centerline of an 18' wide asphalt road;

THENCE South 89°24'56" West, along the northerly line of said Argyle High School Addition and generally along the centerline of said Harpole Road, a distance of 438.15 feet to a point for corner;

THENCE North 00°52'32" West, departing the northerly line of said Argyle High School Addition and said Harpole Road, along the westerly line of said 10.212 acre tract, passing at a distance of 32.71 feet, a 1/2-inch iron rod with a plastic cap, stamped "KAZ 5312", found for reference, continuing for a total distance of 1,025.41 feet to a 5/8-inch iron rod found for the northwest corner of said 10.212 acre tract, same being on the southerly line of Argyle Town Square, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet R, Page 223 of the Plat Records of Denton County, Texas;

THENCE North 88°26'32" East, along the northerly line of said 10.212 acre tract and the southerly line of said Argyle Town Square, a distance of 228.88 feet to a 1/2-inch iron rod found for the northerly, southwest corner of aforesaid Lot 2R, same being the southeast corner of Argyle Town Square;

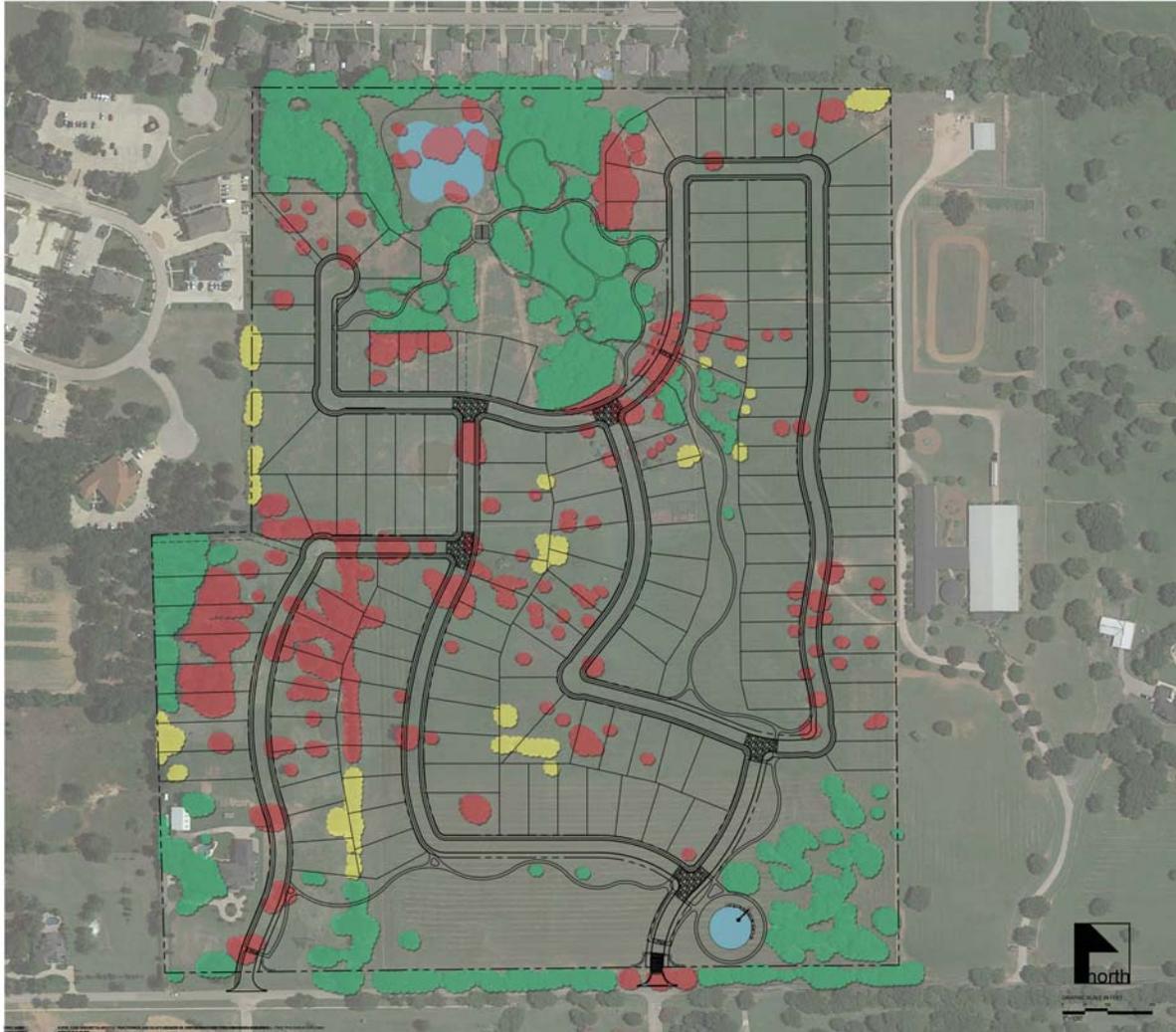
THENCE North 00°33'11" West, along the westerly line of said Lot 2R and the easterly line of said Argyle Town Square, a distance of 988.58 feet to a 1/2-inch iron rod found for the northwest corner of said Lot 2R and the northeast corner of said Argyle Town Square;

THENCE South 89°48'41" East, along the northerly line of said Lot 2R, the northerly line of Lot 1, Block A of aforesaid White Rock Farm Addition, and the southerly line of Webb Addition, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet M, Page 381 of the Plat Records of Denton County, Texas, a distance of 1,420.49 feet to the northeast corner of said Lot 1, same being the northwest corner of Lot 1, Block 1 of Top Hat Farm, an Addition to the Town of Argyle, Texas, according to the Final Plat, recorded in Cabinet H, Page 142 of the Plat Records of Denton County, Texas;

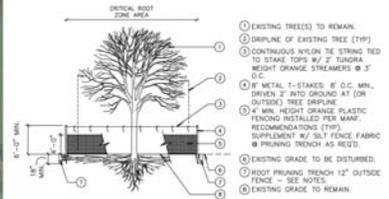
THENCE South 00°33'48" East, along the easterly line of said Lot 1, Block A and the westerly line of said Lot 1, Block 1, passing at a distance of 1,949.86 feet a 3/8-inch iron rod found for the northeast corner of aforesaid street easement dedication, the southeast corner of said Lot 1, Block A and the southwest corner of said Lot 1, Block 1, continuing along the easterly line of said street easement dedication for a total distance of 1,985.36 feet to the southeast corner of said street easement dedication, same being in the asphalt pavement for aforesaid Harpole Drive;

THENCE South 88°46'56" West, along the southerly line of said street easement dedication, a distance of 1,205.74 feet to the **POINT OF BEGINNING** and containing 70.637 acres of land, more or less, of which, 1.167 acres (50,854 square feet) lie within the street easement dedication for Harpole Road.

Exhibit D
Tree Preservation Plan



	EXISTING TREES TO BE REMOVED FOR R.O.W. AND LOT CONSTRUCTION
	EXISTING TREES TO BE PRESERVED
	EXISTING TREES TO POTENTIALLY BE PRESERVED WITHIN DEVELOPMENT LOTS



(A) TREE PROTECTION DETAIL
N.T.S.

EXHIBIT D
TREE PRESERVATION PLAN

Trailhead
Ranch

Argyle, Texas
May 2016

Kimley»Horn

5750 Genesis Court
Suite 200
Frisco, Texas 75034
972.336.3500
State of Texas Registration No. F-928

Exhibit E
Perimeter Fence Exhibit



LEGEND

	WOODEN BOARD ON BOARD WITH GALVANIZED POSTS PER PD DOCUMENT
	WOODEN BOARD ON BOARD WITH GALVANIZED POSTS AND STONE COLUMNS ON APPROXIMATELY 200' SPACING
	4 RAIL PIPE RAIL FENCE

EXHIBIT E
 PERIMETER FENCE EXHIBIT
Trailhead Ranch
 Argyle, Texas
 May 2016
Kimley»Horn
 5750 Genesis Court
 Suite 200
 Frisco, Texas 75034
 972-335-3580
 State of Texas Registration No. F-028
THIS PLAN IS AN UNCONTROLLED COPY AND NOT VALID FOR CONSTRUCTION WITHOUT THE SIGNATURE OF A QUALIFIED PROFESSIONAL ENGINEER OR ARCHITECT.

Exhibit F
Conceptual Park and Open Space Plan



NATURE PARK, REFERENCE EXHIBITS:
- H
- H.1

INTERSECTION, REFERENCE EXHIBIT:
- I

MAIN ENTRY, REFERENCE EXHIBITS:
- G
- G.1

EXHIBIT F
CONCEPTUAL PARK AND OPEN SPACE PLAN

Trailhead Ranch

Argyle, Texas
May 2016

Kimley»Horn

3750 Gessner Court
Suite 200
Frisco, Texas 75034
972.336.3500
State of Texas Registration No. F-925

Exhibit G & G.1
Conceptual Entry Plan & Entry Way Concept



EXHIBIT G
CONCEPTUAL ENTRY PLAN

Trailhead Ranch

Argyle, Texas
May 2016

Kimley»Horn

5750 Gendron Court
Suite 202
Frisco, Texas 75034
972-336-3500
State of Texas Registration No. F-828



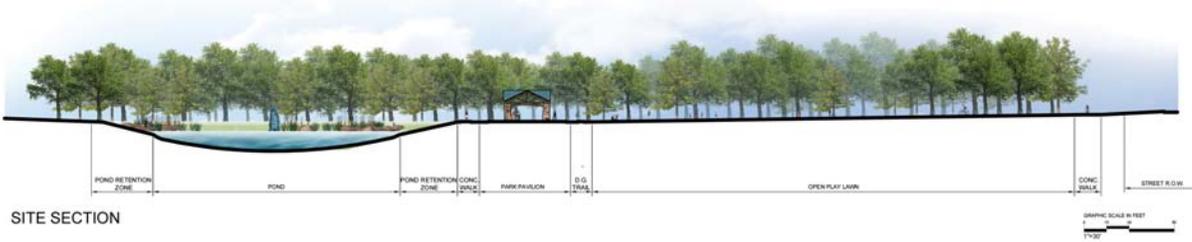
Trailhead Ranch

Exhibit "G.1" - Entry Way Concept


COOPER DESIGN WORKS

Exhibit H & H.1

Conceptual Nature Park Plan & Nature Park Illustration



SITE SECTION



EXHIBIT H
CONCEPTUAL NATURE PARK PLAN

Trailhead Ranch

Argyle, Texas
May 2016

Kimley»Horn

3750 Galleria Court
Suite 200
Frisco, Texas 75034
972-335-3666
State of Texas Registration No. F-605



Trailhead Ranch

Exhibit "H.1" - Nature Park Illustration



Exhibit I
Intersection Concept Exhibit



Trailhead Ranch

Exhibit "I" - Intersection Concept



Exhibit J
Conceptual Image Board



Ranch Entrance



Crushed Granite Trail



Windmill



Boulder Wall



Ranch Entrance



Pipe Rail Fence

Trailhead Ranch

Exhibit "J" - Conceptual Image Board

Exhibit K
Screening Wall Illustration



Trailhead Ranch

Exhibit "K" - Screening Wall Illustration

 COOPER DESIGN WORKS

Exhibit L, L.1, L.2, and L.3
Palette of Materials – Entry Gateway, Park Pavilion,
Site Amenities, and Softscape



REF. PLAN FOR LOCATION AND LAYOUT



WESTERN YELLOW CEDAR



WEATHERED STEEL WITH STAINLESS STEEL LETTERS



STACKED STONE

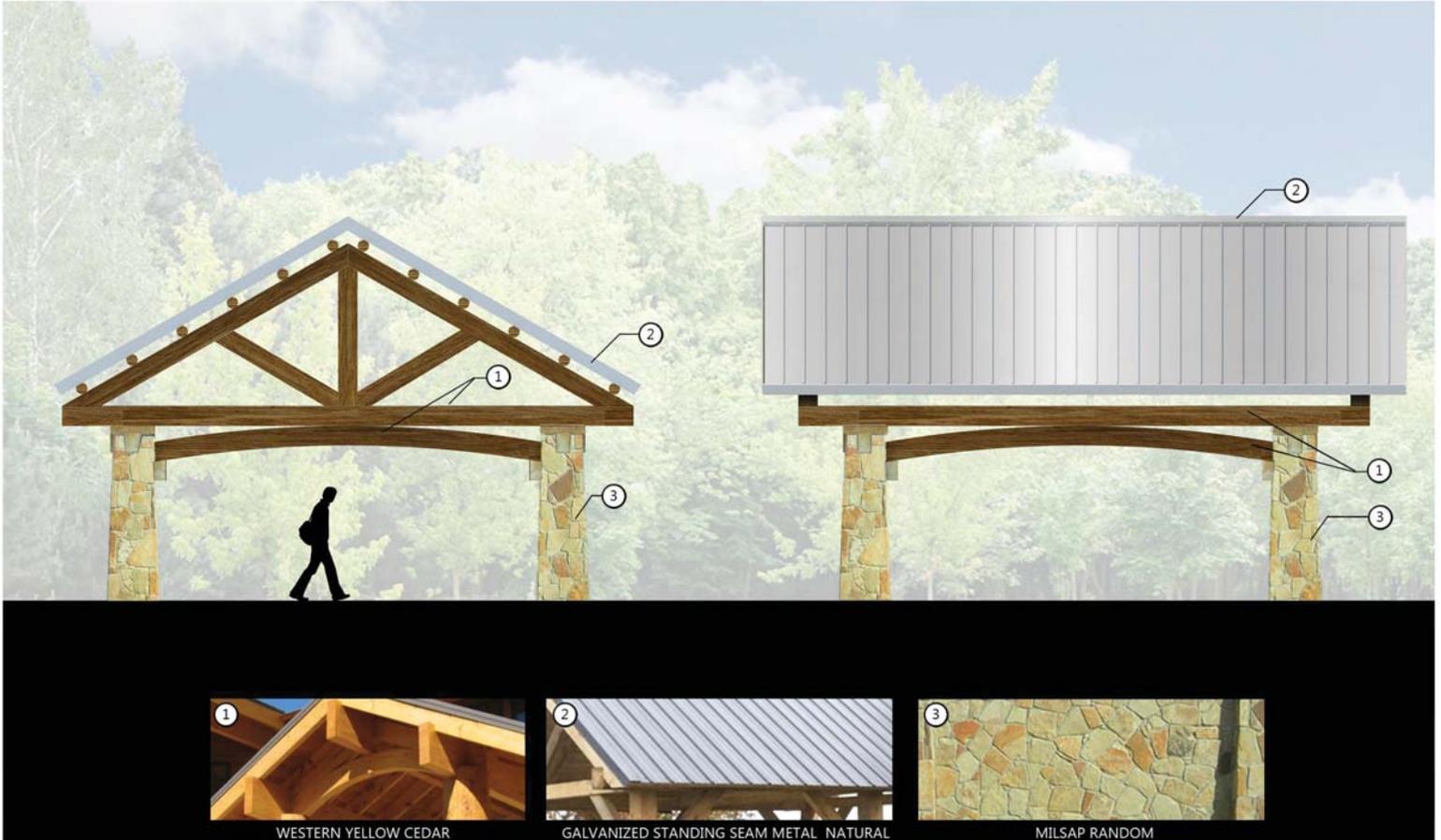


WEATHERED HAMMERED WROUGHT IRON

Trailhead Ranch

Exhibit "L" - Palette of Materials - Entry Gateway

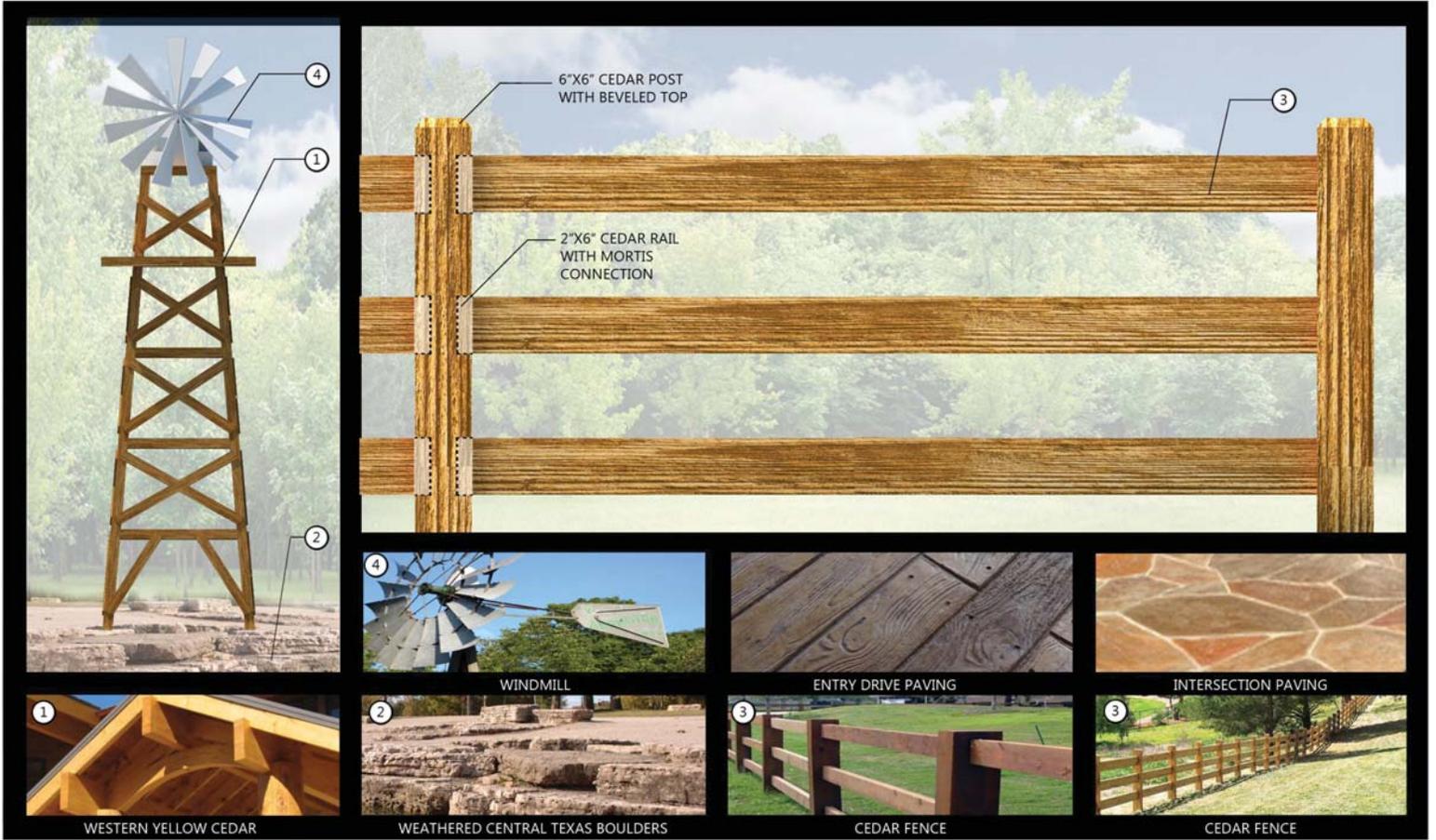




Trailhead Ranch

Exhibit "L.1" - Palette of Materials - Park Pavilion





Trailhead Ranch

Exhibit "L.2" - Palette of Materials - Site Amenities





Autumn Sage



Bur Oak



Crossvine



Day Lily



Decomposed Granite Trail



Drift Roses



Forest Pansy Redbud



Gulf Muhly



Lindheimer's Muhly



Little Bluestem



Red Yucca



Texas Red Oak



Texas Sage



Turks Cap



Weeping Lovegrass



Wild Flowers

Trailhead Ranch

Exhibit "L.3" - Palette of Materials - Softscape



Exhibit M

Conceptual Street Signage, Street Light and Mailbox Standards

Brandon Industries, Inc.
1601 Wilmeth Road
McKinney, Texas 75069
800-247-1274
www.brandonindustries.com



Substrate: .080 Aluminum
Vinyl Type: 3M High Intensity Prismatic
w/ 3M Electrocut Overlay



(2) TDS0942 BK
Street Sign Trims



(2) HI0942DS
Street Signs



(1) SB-94 BK
Decorative Cast Aluminum Base



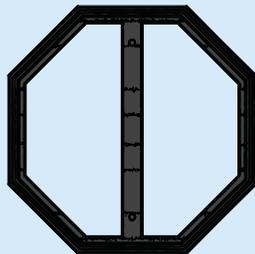
(1) HI R1-1/30 BK
High Intensity Stop Sign
w/ Black Powdercoated Back



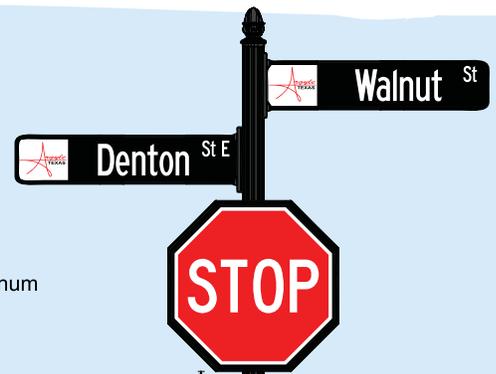
(1) FIN-A4 BK
Decorative Cast Aluminum
Acorn Finial



(1) SP4X12 BK
4" OD 12' Long Fluted Channel
Pole w/ Breakaway Kit



(1) TSTOP30N BK
Decorative Stop Sign Trim



84 in



70 in

Below Grade

FHWA Approved
Breakaway System



Brandon Industries CL6 Base with AGB2A Globe or AME2 Globe or Town Approved Alternate.



Brandon Industries CL8 Base with AGB2A Globe or AME2 Globe or Town Approved Alternate.



Brandon Industries 2PC4 Base with FIN-A3 Finial, DB-28 with Plate A, and MPC-54 Pole or Town Approved Alternate. Alternate Finial is FIN-CS3 Finial.

Exhibit N
Approved Tree List

Exhibit N:

The following Trees shall be allowed as Street Trees per Section 4.2 of the PD:

<u>Common Name</u>	<u>Botanical Name</u>
• Caddo Maple	Acer barbatum “Caddo”
• Chinquapin Oak	Quercus muehlenbergii
• Live Oak	Quercus virginiana
• Texas Red Oak	Quercus shumardi “Texana”
• Shumard Oak	Quercus shumardi
• Cedar Elm	Ulmus crassifolia
• Lacebark Elm	Ulmus parvifolia
• Pecan	Carya illinoensis
• Bald Cypress	Taxodium distichum
• Texas Ash	Fraxinus texensis
• Texas Pistache	Pistacia texana
• Black Walnut	Juglans nigra



TOWN COUNCIL STAFF REPORT

Meeting

Date: June 28, 2016

To: Mayor, and members of Town Council

From: Matt Jones, Director of Community Development

Subject: Zoning Change – 211 E Harpole Rd

Purpose:

Consider and take appropriate action on a zoning change request (Z-16-004) from OR (Office Retail) to SF-2.5 (Single Family Residential Estate-2.5 District) on approximately 2.83 acres of land, legally described as Lot 1, Block A, Ward Addition and being located at 211 E. Harpole Rd, Town of Argyle, Denton County, Texas.

Existing Condition of Property:

The subject property is mainly open pasture and has been developed with a single family residence and accessory structures.

Adjacent Existing Land Uses and Zoning:

North: OR- Office Retail
 South: CF- Community Facilities
 East: OR- Office Retail, A- Agricultural
 West: OR- Office Retail

Development Review Analysis:

The applicant is proposing a zoning change from OR (Office Retail) to SF-2.5 (Single Family Residential Estate-2.5 District) on approximately 2.83 acres of land.

Consistency with Future Land Use Plan:

The subject property is designated as C3– Centers Corridor on the Future Land Use Plan. The C3 transect should primarily consist of commercial land uses with though multi-family and single-family homes are also contemplated. This request is compliant with the Future Land Use Plan.

Infrastructure Adequacy:

The subject property is served by existing utilities as well as an On-Site Sewage Facility.

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) and the Town of Argyle Zoning Ordinance. No responses have been received by the Town.

Staff Recommendation:

Town staff forwards this request to you for approval.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission considered this request at their June 7, 2016 regularly scheduled meeting. Discussion was held and a motion was made to approve the zoning change request as requested. The motion carried by a vote of six (6) in favor to none (0) opposed.

Attachments:

Ordinance

Plat

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2016-XX**

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, PROVIDING FOR A ZONING CHANGE FROM OR (OFFICE RETAIL) TO SF-2.5 (SINGLE FAMILY RESIDENTIAL ESTATE-2.5 DISTRICT); ON APPROXIMATELY 2.83 ACRES, BEING LOT 1, BLOCK A, WARD ADDITION, MORE SPECIFICALLY DESCRIBED BY METES AND BOUNDS ATTACHED AS EXHIBIT "A," WHICH IS LOCATED ON THE NORTH SIDE OF E HARPOLE ROAD, IN THE TOWN OF ARGYLE, DENTON COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS,** the property owner and the applicant, Robert and Lisa Ward, have applied for a zoning change from OR (Office Retail) to SF-2.5 (Single Family Residential Estate-2.5 District) on approximately 2.83 acres, being Lot 1, Block A, Ward Addition, more specifically described by metes and bounds attached as Exhibit "A," which is located on the north side of E. Harpole Road (all exhibits hereto are incorporated herein by reference as if copied in their entirety); and
- WHEREAS,** the Town of Argyle deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the Town, to enact a comprehensive zoning ordinance; and
- WHEREAS,** the Town Council has appointed a Planning and Zoning Commission to make recommendations on requested changes to the boundaries of the various original zoning districts along with appropriate regulations to be enforced therein; and
- WHEREAS,** Article III, Zoning, of the Town Development Standards, divides the Town into districts and contains regulations pertaining to such districts in accordance with a comprehensive plan and is designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public facilities; and
- WHEREAS,** the Planning and Zoning Commission has given reasonable consideration to, among other things, the character of the districts and their suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the Town; and

WHEREAS, the Planning and Zoning Commission of the Town of Argyle and the Town of Argyle Town Council, in full compliance with State Law with reference to changes to zoning classifications under the Town Development Standards and Zoning Map, having given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the property owners, and to the persons interested and situated in the affected area and in the vicinity thereof, the governing body of the Town of Argyle is of the opinion that said change in zoning should be granted, as set forth herein; and

WHEREAS, the Town Council finds that the zoning of the property is consistent with the Comprehensive Plan;

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

SECTION 1. All matters stated hereinabove are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2. The property is hereby zoned as SF-2.5 (Single Family Residential Estate – 2.5 District). The Town’s official zoning map is hereby amended to show the change in zoning district classification.

SECTION 3. All land shall be used only in the manner and for the purposes provided by the Town Development Standards of the Town of Argyle as heretofore amended, and as amended herein.

SECTION 4. 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 punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

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 portion thereof other than that portion so decided to be invalid or unconstitutional.

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

SECTION 7. It has been found that there has been a change in conditions in the above described property; therefore; it is now necessary that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare, this ordinance shall take effect immediately from and after its passage.

DULY PASSED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, on this the 28th day of June, 2016.

APPROVED:

Peggy Krueger, Mayor

APPROVED AS TO FORM:

ATTEST:

Matthew C.G. Boyle, Town Attorney

Kristi Gilbert, Town Secretary

EXHIBIT "A"

BEGINNING at a point in an asphalt road under apparent public use as East Harpole Road for the Southeast corner of said Ward tract, from which a 1/2" iron rod found for reference on the North side of said Road bears North 00 degrees 50 minutes 47 seconds West a distance of 23.67 feet;

THENCE South 89 degrees 52 minutes 20 seconds West with the South line of said Ward tract, along or near the middle of said Road, a distance of 425.23 feet to a point for the Southwest corner thereof;

THENCE North 00 degrees 06 minutes 07 seconds West with the West line of said Ward tract, at a distance of 20.73 passing a wood fence post and continuing along said course, along or near a fence part of the way, a distance of 330.00 feet to a 3/8" iron rod found for the Northwest corner of said Ward tract;

THENCE South 89 degrees 10 minutes 19 seconds East with the North line thereof, along or near a fence, a distance of 421.09 feet to a 2" pipe found for the Northeast corner of said Ward tract;

THENCE South 00 degrees 50 minutes 47 seconds East with the East line thereof, along or near a fence part of the way, at a distance of 299.33 feet passing a 1/2" iron rod found on the North side of said Road, and continuing along said course, a total distance of 323.00 feet to the PLACE OF BEGINNING and enclosing 3.17 acres of land more or less.



TOWN COUNCIL STAFF REPORT

Meeting

Date: June 28, 2016
To: Mayor, and members of Town Council
From: Matt Jones, Director of Community Development
Subject: Site Plan Amendment – Liberty Christian School

Purpose:

Consider and take appropriate action on a Site Plan Amendment (SP-16-002) for Liberty Christian School; regarding a special exception for a scoreboard located at the football stadium. Located at 1301 S.HWY 377, Town of Argyle, Denton County, Texas.

Existing Condition of Property:

The property is developed and is the site of Liberty Christian Schools.

Adjacent Existing Land Uses and Zoning:

North: A – Agricultural
South: Denton County
East: Denton County
West: Argyle ETJ

Development Review Analysis:

The applicant is requesting a site plan amendment for consideration of a special exception for a scoreboard located at the football stadium.

Development Review Analysis:

The applicant is proposing an approximately 551 s.f. video board/scoreboard. The overall size is approximately 34' tall and 18; wide. The Sign Ordinance allows up to 30' in height and 400 s.f.

Section 14.4.4 - Appeals and Special Exceptions of the Sign Ordinance allows Town Council, with a recommendation by the P&Z Commission to grant special exceptions to these regulations when done in conjunction with a site plan or an amendment to a previously approved site plan. Such approval should result in the signage being beneficial to the Town and not a nuisance to the public health, safety, and general welfare of the surrounding properties.

Staff Recommendation:

Town staff forwards this request for your consideration.

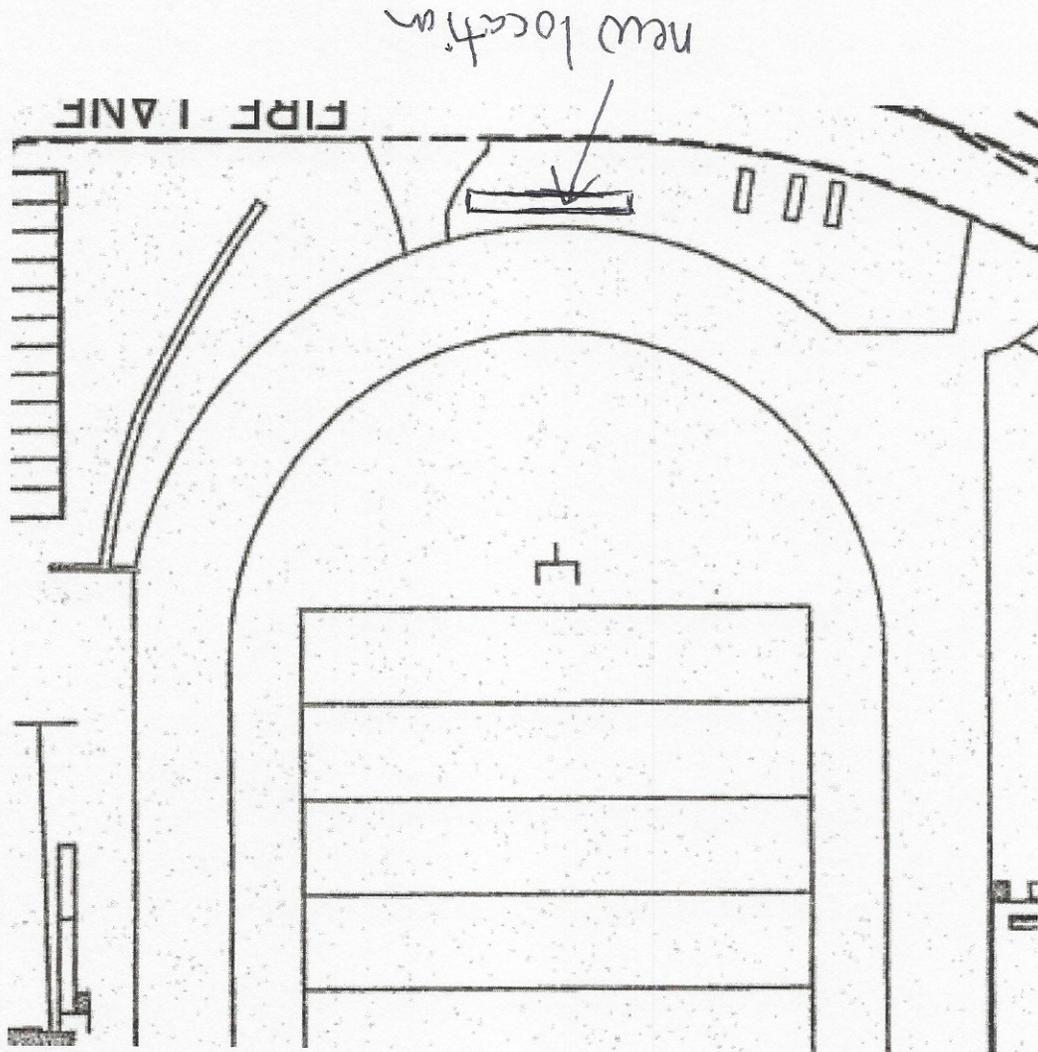
Planning and Zoning Commission Recommendation:

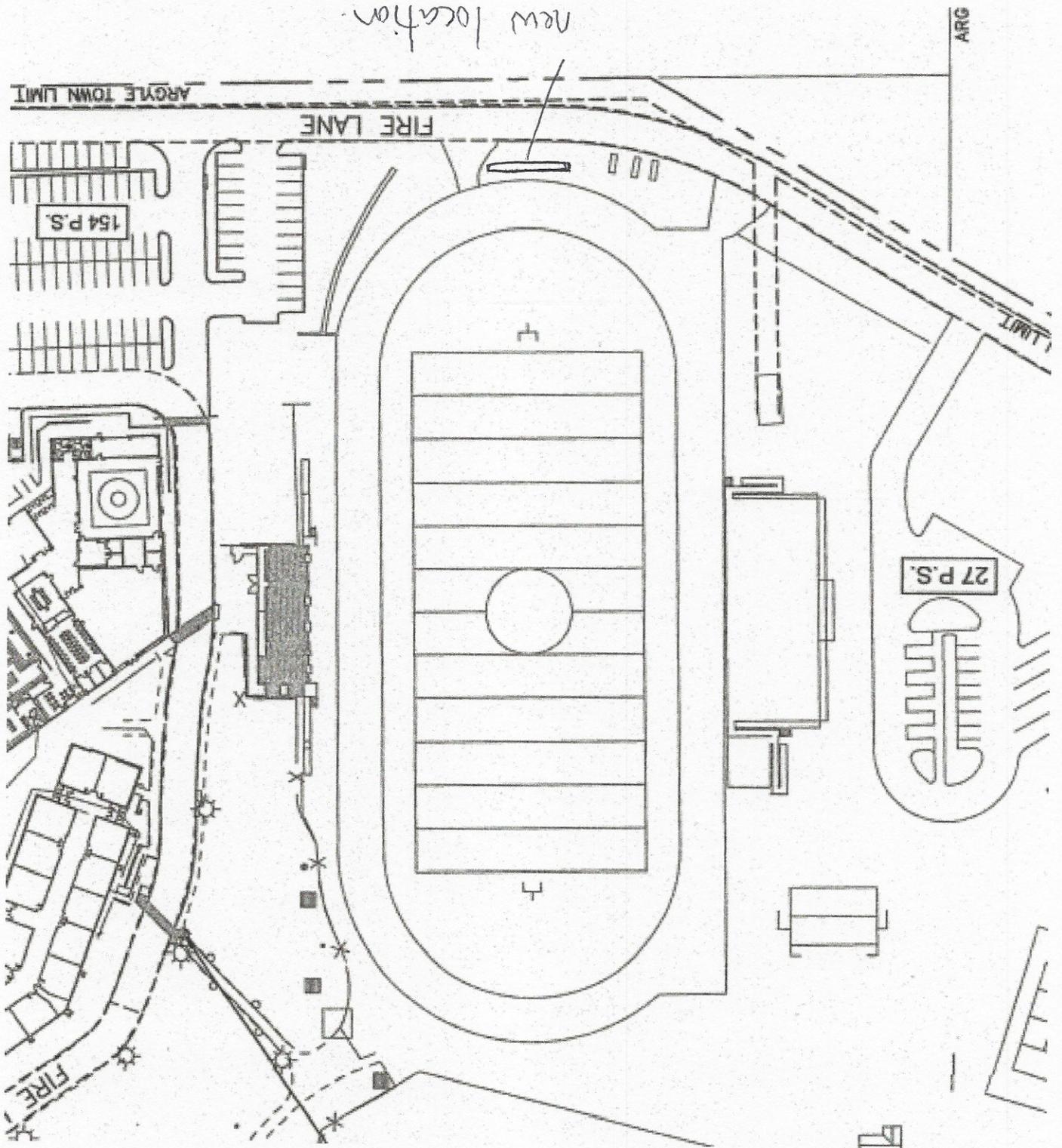
The Planning and Zoning Commission considered this request at their June 7, 2016 regularly scheduled meeting. Discussion was held and a motion was made to approve the site plan amendment as requested. The motion carried by a vote of six (6) in favor to none (0) opposed.

Attachments:

Site Plan

Sign Design Documents



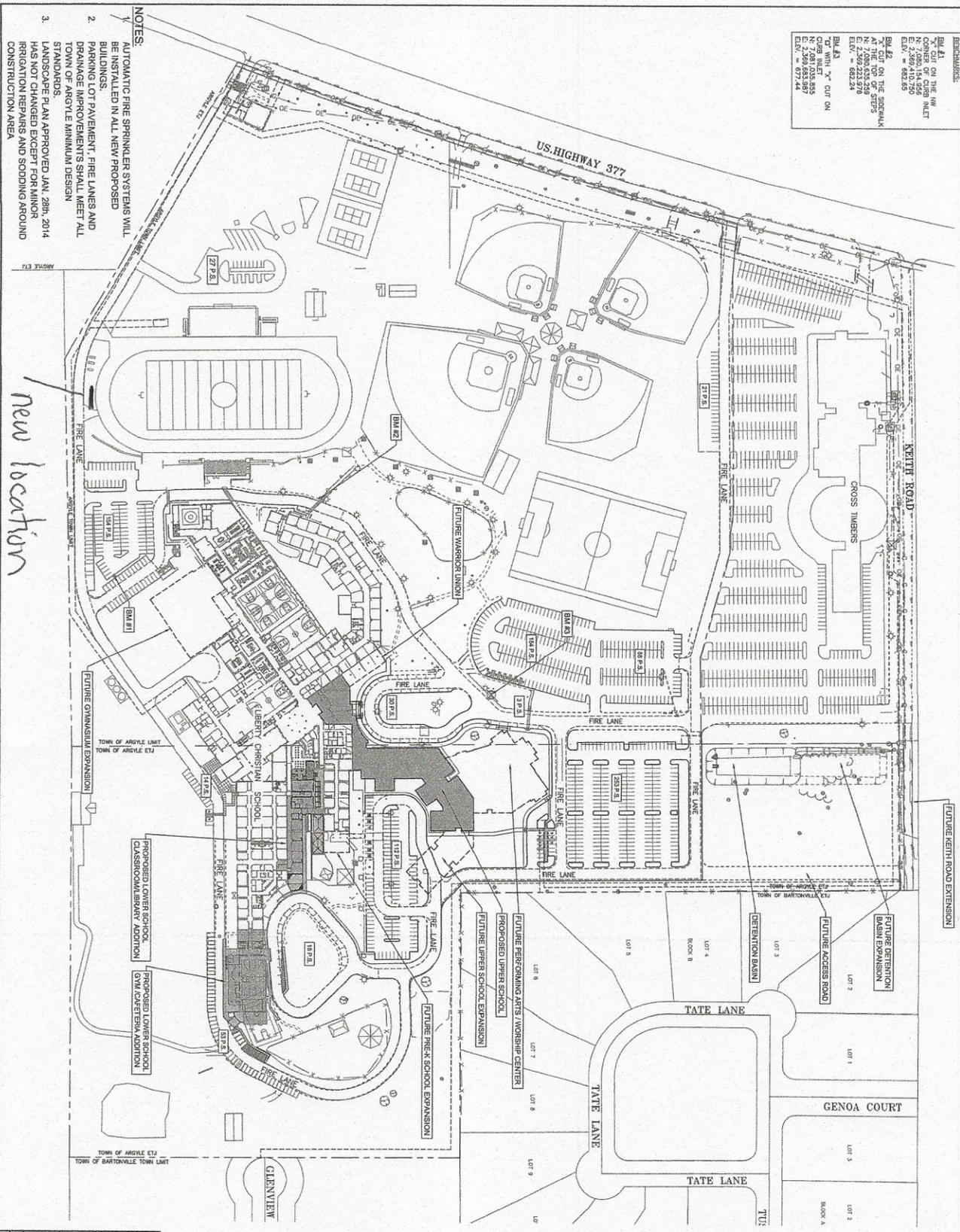


PROPOSED:

B.M. #1	ON THE NW CORNER OF CHURCH INLET	ELEV. = 682.89
B.M. #2	ON THE SOUTHWEST CORNER OF CHURCH INLET	ELEV. = 682.89
B.M. #3	ON THE SOUTHWEST CORNER OF CHURCH INLET	ELEV. = 682.89
B.M. #4	ON THE SOUTHWEST CORNER OF CHURCH INLET	ELEV. = 682.89
B.M. #5	ON THE SOUTHWEST CORNER OF CHURCH INLET	ELEV. = 682.89
B.M. #6	ON THE SOUTHWEST CORNER OF CHURCH INLET	ELEV. = 682.89
B.M. #7	ON THE SOUTHWEST CORNER OF CHURCH INLET	ELEV. = 682.89
B.M. #8	ON THE SOUTHWEST CORNER OF CHURCH INLET	ELEV. = 682.89
B.M. #9	ON THE SOUTHWEST CORNER OF CHURCH INLET	ELEV. = 682.89
B.M. #10	ON THE SOUTHWEST CORNER OF CHURCH INLET	ELEV. = 682.89

- NOTES:**
1. AUTOMATIC FIRE SPRINKLER SYSTEMS WILL BE INSTALLED IN ALL NEW PROPOSED BUILDINGS.
 2. PARKING LOT PAVEMENT, FIRE LANES AND DRAINAGE IMPROVEMENTS SHALL MEET ALL TOWN OF ARROYO MINIMUM DESIGN STANDARDS.
 3. LANDSCAPE PLAN APPROVED JAN. 29th, 2014 HAS NOT BEEN EXPANDED TO INCLUDE IRRIGATION REPAIRS AND SCODING AROUND CONSTRUCTION AREA.

new location



PARKING COUNT:

EXISTING	914 SPACES
PROPOSED	8 SPACES
TOTAL	922 SPACES
ADA SPACES	31

BUILDING AREA

FUTURE PERFORMING ARTS	50324 SF
FUTURE WARRIOR UNION	8170 SF
FUTURE UPPER SCHOOL	10765 SF
FUTURE PRE-K SCHOOL	3884 SF
FUTURE GYMNASIUM EXPANSION	50324 SF
PROPOSED UPPER SCHOOL	24813 SF
PROPOSED LOWER SCHOOL	14,461 SF
CLASSROOM/LIBRARY	13,133 SF
GYM / CATERERA	

CLASSROOMS

PROPOSED UPPER SCHOOL	+ 33
PROPOSED LOWER SCHOOL	+ 6
FUTURE PRE-K SCHOOL	+ 4
FUTURE UPPER SCHOOL	+ 24
TOTAL	67

STUDENTS

CURRENT	550	PROPOSED	534
UPPER SCHOOL	400	UPPER SCHOOL	450
MIDDLE SCHOOL	495	LOWER SCHOOL	567
LOWER SCHOOL	100	PRE-K SCHOOL	100
PRE-K SCHOOL	1545	TOTAL	1751

LIBERTY Christian School
 AMENDED SITE PLAN
 1301 SOUTH US HIGHWAY 377
 TOWN OF ARROYO, TEXAS 76226

Graphic Scale: 1" = 100'

DATE: 9/15/14

DESIGNED BY: GRIFFIN ASSOCIATES, INC.
 CONSULTING ENGINEERS & PLANNERS
 1301 SOUTH US HIGHWAY 377, SUITE 100
 ARROYO, TEXAS 76226

PROJECT NO.: 2013-104
SHEET: 1 OF 1

CONTRACTOR:
 EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM RESEARCH AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES AND SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES COMPANIES PRIOR TO CONSTRUCTION.

Liberty Christian School		CUSTOMER	
1301 South Hwy 377		LOCATION	
Argyle, TX		CITY, ST	
Terry Brockett	Sara Ralstin	ACCT. EXEC.	PRJ. MGR.

Bids are good if accepted within 30 days of proposal. This drawing is the property of Starlite Sign, which reserves all rights to its reproduction and display.

DESIGNER	BID./JOB#	ORIG. DATE	DWG#	PAGE
K. Hufnaale	58932	03-11-16	1603-046	01 of 02

#	DATE	BY	DESCRIPTION
R2	04-05-16	JEVS	ADD SURROUND DESIGN AND RE-ENGINEER STEEL AND FOOTINGS
R3	05-18-16	JEVS	ADDITIONAL NOTES AND DETAILS FOR SEND OUT TO STAMP.



GENERAL DESCRIPTION

FABRICATE AND INSTALL SUPERSTRUCTURE TO SUPPORT THE INSTALLATION OF A NEW 17'-8 5/8" X 31'-6" GOVISION VIDEO/SCORE DISPLAY

EXTEND FRAME WORK AROUND SUPPORT STRUCTURE TO ALLOW ATTACHMENT OF 3MM ACM PANELS PRE-FINISHED TO MATCH CUSTOMER SUPPLIED COLOR CHOICE.

1ST SURFACE APPLIED VINYL GRAPHICS FOR:

"HOME OF THE WARRIORS" - DIGITALLY PRINTED CONTOUR CUT VINYL GRAPHICS APPLIED FIRST SURFACE TO ACM PANEL

SPONSORSHIP LOGOS - 1ST SURFACE APPLIED WHITE VINYL GRAPHICS ONTO 3MM ACM PANEL- UNLESS DIRECTED OTHERWISE.

"WARRIOR KNIGHT LOGO" - 1ST SURFACE APPLIED DIGITAL GRAPHIC CONTOUR CUT TO SHAPE AN APPLIED TO CONTOUR CUT WHITE 3MM ACM PANEL. THRU-BOLT DIRECTLY TO 3" DIA. ALUM. FLAG SUPPORT.

BANNER FLAG - DIGITALLY PRINTED FLAG MATERIAL WITH 3-ATTACHMENT POCKETS SEWN INTO FLAG TO SECURE TO THE 3" DIA. SUPPORT PIPES. SPEARHEAD IS TO BE .250 FLAT CUT OUT ALUM. AND PAINTED AND APPLY 1ST SURFACE VINYL GRAPHIC TO SIMULATE SPEARHEAD SHAPE

SUPPORTS TO BE PAINTED TO MATCH THE LIBERTY WARRIOR SILVER COLOR - POSSIBLY MAP - SILVER SURFER

NOTE - FINAL DETAILS AND INSTALLATION INSTRUCTIONS WILL FOLLOW AFTER FINAL MODEL OF LED UNIT IS DETERMINED.

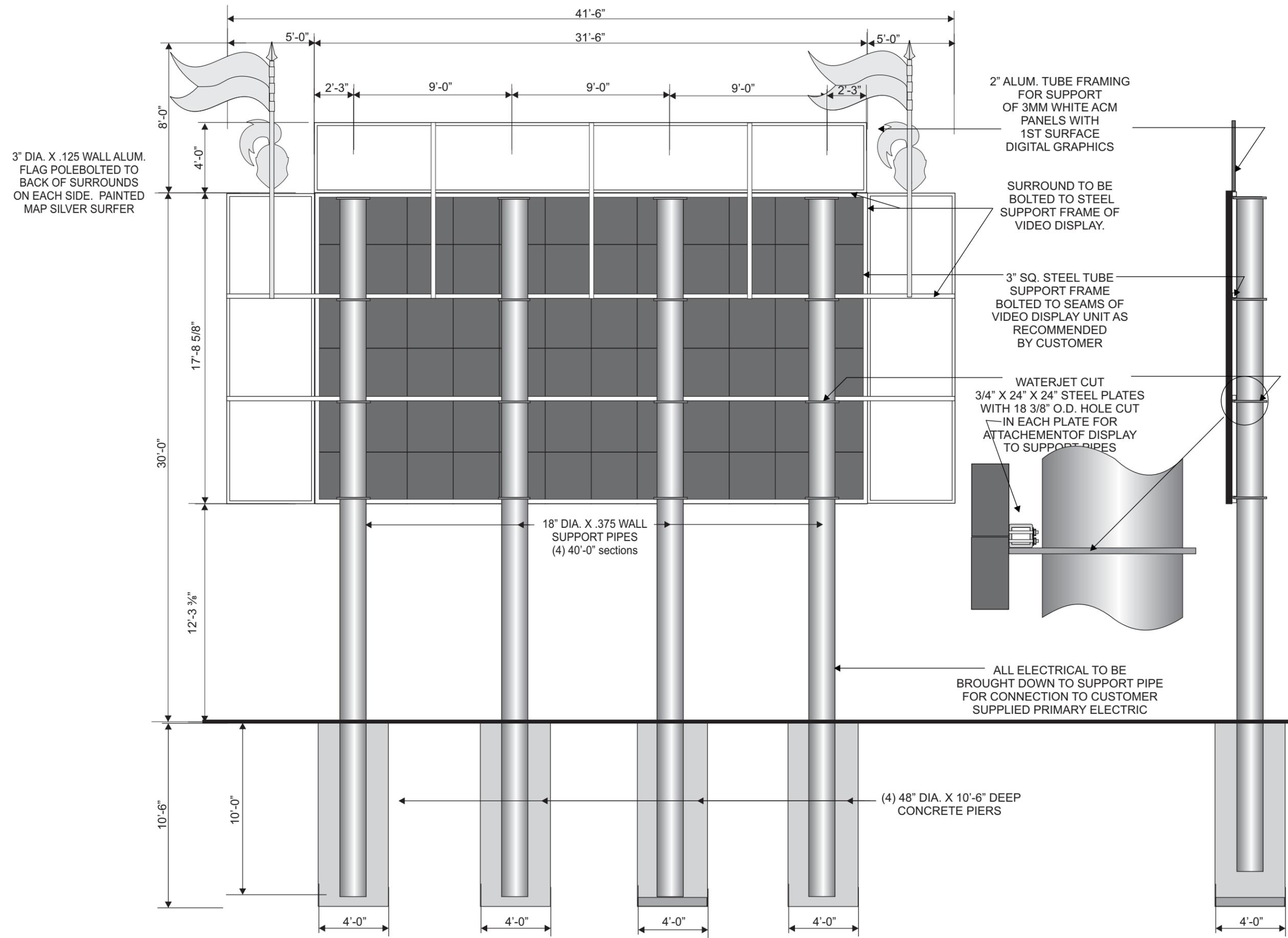
VIDEO DISPLAY BOARD ELEVATION WITH ACM PANEL SURROUND.
 3/16" = 1'-0"

841.15 SQ. FT.

CUSTOMER
Liberty Christian School
 LOCATION
1301 South Hwy 377
 CITY, ST
Argyle, TX
 ACCT. EXEC. **Terry Brockett** PRJ. MGR. **Sara Ralstin**
 Bids are good if accepted within 30 days of proposal. This drawing is the property of Starlite Sign, which reserves all rights to its reproduction and display.

DESIGNER **K. Hufnaale** BID./JOB# **58932** ORIG. DATE **03-11-16** DWG.# **1603-046** PAGE **02 of 02**

#	DATE	BY	DESCRIPTION
R2	04-05-16	EVS	ADD SURROUND DESIGN AND RE-ENGINEER STEEL AND FOOTINGS
R3	05-18-16	EVS	ADDITIONAL NOTES AND DETAILS FOR SEND OUT TO STAMP.



REAR VIEW OF DISPLAY INSTALLATION

841.15 SQ. FT.

NOTE TO FABRICATORS: ANY CHANGES MADE TO CUSTOMER SPECS MUST BE PRE APPROVED BY PROJECT MANAGER PRIOR TO MANUFACTURING.

WIND LOADS

Project:
 Descript: **#REF!**
 Ref: **International Building Code 2014**

Basic Wind Speed= **115** mph, IBC fig. 1609.2
 Exposure= **C** flat terrain, generally open for 1/2 mile.
 Cq= **0.85** signs, flagpoles and lightpoles, IBC 2014 fig. 1609. 2 (2)

Calculation of Design Wind Pressures

Height (ft):	(qs)	(Ce)	(Cq)	= Wind Pressure	
15	33.9	1.06	0.85	30.5	psf
20	33.9	1.13	0.85	32.5	psf
25	33.9	1.19	0.85	34.2	psf
30	33.9	1.23	0.85	35.4	psf
40	33.9	1.31	0.85	37.7	psf
60	33.9	1.43	0.85	41.2	psf
80	33.9	1.53	0.85	44.0	psf
100	33.9	1.61	0.85	46.3	psf
120	33.9	1.67	0.85	48.1	psf
160	33.9	1.79	0.85	51.5	psf
200	33.9	1.87	0.85	53.8	psf
300	33.9	2.05	0.85	59.0	psf
400	33.9	2.19	0.85	63.0	psf

Seismic Load Comparison

Seismic Zone= **3**
 Z= **0.3**
 I= **1.0** standard structures
 Cp= **2.0**
 Wp= **15.0** psf, typical sign box with structure
Fp= (Z)(I)(Cp)(Wp)= 9.0 psf

Foundation

PIER	SQ. FT. OF PIER	SQ. FT. SUPPORT	WIND LD	0.00037	3000	N
	903	23	4	34.2	0.0004	3000 59.192

N1	PIER DIA.	X1	PIER DEPT
355.15	4	88.787	9.4227

Round Caisson

Diameter, b= **4.0** ft, round augered hole
 Depth, D= (A/2)(1 + SQR(1 + (4.36h)/A))=**10.5**ft deep

S1 = (q)(2)(D/3)= psf
 A = (2.34 P) / (S1)(b)= d=

STEEL COLUMN DESIGN

Project:
 Descript: **#REF!**
 Ref: **International Building Code 2014**

Areas Subject to Wind Forces

Description	Height (ft)	Width (ft)	Area (sqft)	Centroid (ft)	Wind (psf)
1)	21.75	41.50	902.63	23.0	34.2
2)					

Calculation of Design Forces at Critical Heights

y (ft)	M (#')	V (#)	y (ft)	M (#')	V (#)
@ grade	710,946	30,911	20.00	92,732	30,911
20.00	92,732	30,911	20.00	92,732	30,911
20.00	92,732	30,911	20.00	92,732	30,911

Column Support Design Table

# of Cols	Column Type (PTS)	Column Size	Length (ft)	Start Elev (ft)	End Elev (ft)	Sleeve Depth (in)	S act (in ^ 3)	fb (ksi)
4	p	16"(.375)			20.00	N/A	70.30	30.3
		FALSE		20.00	20.00		FALSE	#DIV/0!
		FALSE		20.00	20.00		FALSE	#DIV/0!
		FALSE		20.00	20.00		FALSE	#DIV/0!
		FALSE		20.00	20.00		FALSE	#DIV/0!
		FALSE		20.00	20.00		FALSE	#DIV/0!

Allowable Bending Stresses

Column Type	Column Size	Criteria	Stress increase factor=	1.33
p	16"(.375)	d/t <3300/Fy	so...	Fb= 0.66Fy= 30.7 ksi
	FALSE	help #N/A	so...	Fb= #N/A #N/A ksi
	FALSE	help #N/A	so...	Fb= #N/A #N/A ksi
	FALSE	help #N/A	so...	Fb= #N/A #N/A ksi
	FALSE	help #N/A	so...	Fb= #N/A #N/A ksi
	FALSE	help #N/A	so...	Fb= #N/A #N/A ksi

Foundation Bearing Check

Allowable Bearing Pressure= **1330.00**

Round
 Sign Wt= lb
 Base Wt= 19792 lb
 sq ft
 q max= 1575 psf,soil
 OK, with depth increase

Concrete Volume

Outside Width of Column= **18** in
 Depth of Column in Footing= **10** ft
 Volume of Concrete per Footing= 4.0 cubic yards (+-)
 Total Order Volume of Concrete= **#REF!** cubic yards (+-)



7923 E. McKinney St., Denton, TX 76208
 (940) 382-8850 Fax: (940) 387-0429

CUSTOMER: Liberty Christian School
 LOCATION: 1301 South Hwy 377
 CITY, ST: Argyle, TX
 ACCT. EXEC: Terry Brockett
 PRJ. MGR: Sara Ralstin
 Bids are good if accepted within 30 days of proposal. This drawing is the property of Starlite Sign, which reserves all rights to its reproduction and display.
 DESIGNER: K. Hufnaale
 BID# / JOB#: 58932
 ORIG. DATE: 03-11-16
 DWG#: 1603-046
 PAGE: of 02

#	DATE	BY	DESCRIPTION
R2	04-05-16	EVS	ADD SURROUND DESIGN AND RE-ENGINEER STEEL AND FOOTINGS
R3	05-18-16	EVS	ADDITIONAL NOTES AND DETAILS FOR SEND OUT TO STAMP.



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a resolution appointing a member to the Crime Control and Prevention District to fill an unexpired term.

Staff:

Kristi Gilbert, Town Secretary
William Tackett, Police Chief

Background:

The Crime Control and Prevention District (CCPD) is a board of seven members tasked with managing the revenues generated from the ¼ cent sales tax dedicated to crime control and prevention. State law provides for two year terms that begin on September 1st of each year.

Board Member Marcus Doyle resigned his position in January of 2016. The Town advertised this position on its website and received an application from Patti Smith. The CCPD Board met, considered her application and made a recommendation that the Council appoint her to the unexpired term (ending 9-1-2018) of Marcus Doyle.

Recommended Motion:

Motion to approve of a resolution appointing Pattie Smith to the Crime Control and Prevention District to an unexpired term ending September 1, 2018.

Attachments:

Resolution Appointing CCPD Board Members
Application (*attached under separate cover*)

**TOWN OF ARGYLE, TEXAS
RESOLUTION 2016-XX**

**A RESOLUTION OF THE TOWN OF ARGYLE TOWN COUNCIL
APPOINTING MEMBER TO FILL AN UNEXPIRED TERM EXPIRING
ON SEPTEMBER 1, 2018 ON THE CRIME CONTROL AND
PREVENTION DISTRICT BOARD OF DIRECTORS.**

WHEREAS, the Town of Argyle has established a Crime Control and Prevention District to ensure the health and welfare of citizens; and

WHEREAS, the Town of Argyle Town Council desires to appoint a member to fill an unexpired term on the board vacated by the resignation of Marcus Doyle.

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

SECTION 1. That the following member is hereby appointed to the Crime Control and Prevention Board:

NAME	TERM EXPIRATION
Patti Smith	September 1, 2018

Section 2: That the newly appointed member to the Crime Control and Prevention Board is hereby appointed for the term stated above and until a new successors is appointed and qualified.

Section 3: That this Resolution shall take effect immediately upon passage by the Town Council.

PASSED AND ADOPTED THIS THE 28TH DAY OF JUNE, 2015.

APPROVED:

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a resolution appointing a representative to the Argyle Fire District.

Requested by:

Kristi Gilbert, Town Secretary
Paul Frederiksen, Town Manager

Background:

The Argyle Fire District is governed by a Board of Directors comprised of six directors elected by members of the Argyle Fire Department and one director appointed by each governing body serviced by the department. Bob Swanbeck was appointed as the Town's representative director in October of 2009. Mr. Swanbeck is moving outside of the town limits which will require a new member to be appointed.

Staff advertised for the position through social media and electronic newsletter mailings and received two applications, one from Aubry Winfrey and the other from Chris Dominguez. Mr. Swanbeck has recommended Ms. Winfrey for the position. Both applications will be send under separate cover for review.

Financial Impact:

None.

Recommendation:

Appointment of a representative of the Council's choosing to the Argyle Fire District

Attachments:

Resolution
Letter of Recommendation
Applications (*under separate cover*)

**TOWN OF ARGYLE, TEXAS
RESOLUTION 2016-XX**

**A RESOLUTION OF THE TOWN OF ARGYLE TOWN COUNCIL
APPOINTING REPRESENTATIVE TO SERVE ON THE ARGYLE FIRE
DISTRICT BOARD.**

WHEREAS, the Town of Argyle Town Council desires to appoint a representative to the Argyle Fire District Board.

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

SECTION 1. That the following representative is hereby appointed to the Argyle Fire District Board:

NAME

Section 2: That the newly appointed representative to the Argyle Fire District Board is hereby appointed for the term stated above and until a new successors is appointed and qualified.

Section 3: That this Resolution shall take effect immediately upon passage by the Town Council.

PASSED AND ADOPTED THIS THE 28TH DAY OF JUNE, 2015.

APPROVED:

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

From: Robert _____
Sent: Tuesday, May 24, 2016 9:31 AM
To: Peggy Krueger
Cc: Paul Frederiksen; Marla Hawkesworth; Mac
Subject: RE: Quick Tips - 5 Discounts Airlines Still Offer

Peggy

Understand the TC will select the Argyle Rep to the AVFD Board tonight. I hope the council supports Aubrey Winfrey, a neighbor of ours on Whispering Trl. She quickly volunteered to be the custodian of the WT directory, when Allen B moved out of town. She also was very helpful with the WT citizen night out BBQs. She is hardworking, enthusiastic, and intelligent.

I believe she would do a good job filly the dual roles of---AVFD Board member and Town Rep..

Regards,
Bob Swanbeck



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider an ordinance approving a certificate of abandonment for a portion of the Denton Street right-of-way.

Background:

Town Staff received an application for abandonment for a portion of the Denton St. right-of-way (ROW) on Friday, June 17th. The applicant is requesting to abandon an approximate 12' x 130' portion of Denton St. totaling 0.036 acres located on the southeast corner of Denton St. and HWY 377. The applicant has purchased an existing building (The Meadows Building) that projects into the Denton St. right-of-way.

On Wednesday, June 29th the Development Review Committee (DRC) met to review and discuss this request. During the review several items of concern were discussed including the following:

- The relocation of the overhead lines to the south side of the building that would interfere with the limited existing parking, the drive lanes, and fire lane.
- Uncertainty of future plans for Cypress, Denton, and HWY 377 alignments.
- The necessity of the abandonment if other means are available to accomplish the same result (ROW Encroachment Agreement).

Based on these concerns the DRC does not support the proposed abandonment.

Financial Impact:

The applicant has not discussed providing any monetary reimbursement to the Town for the acreage (0.038 acres) considered in the abandonment.

Staff Recommendation:

Based on the findings of the DRC meeting, Town Staff recommends denial of the request.

Requested Action:

Take appropriate action on an ordinance to abandon a portion of the Denton St. ROW.

Attachments:

Abandonment Exhibits
Ordinance

**TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2016-XX**

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, CLOSING, VACATING AND ABANDONING A TWELVE FOOT (12') PORTION OF DENTON STREET RIGHT OF WAY ADJACENT TO LOT 1, BLOCK 7, ORIGINAL TOWN OF ARGYLE, DENTON COUNTY, TEXAS; PROVIDING THAT ALL ORDINANCES IN CONFLICT ARE REPEALED AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, Phil Shirley, the abutting owner of Lot 1, Block 7, Original Town of Argyle along a portion of Denton Street, has requested the abandonment of a twelve foot (12') portion of the north side of Denton Street; and

WHEREAS, Phil Shirley owns the adjoining land adjacent to the north portion of Denton Street that he has requested be abandoned; and

WHEREAS, Transportation Code Section 311.008 authorizes a general law city or town to vacate, abandon or close a street or alley of the municipality upon a petition signed by all the owners of real property abutting the street or alley; and

WHEREAS, the right-of-way proposed for abandonment is no longer needed for public purposes and it is in the interest of the Town to abandon said described right-of-way.

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

Section 1. That the segment of Denton Street right-of-way more fully described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein for all purposes, shall be and the same is hereby abandoned.

Section 2. That all ordinances or portions thereof in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

Section 3. That should any word, sentence, clause, paragraph or provision of this ordinance be held to be invalid or unconstitutional, the validity of the remaining provisions of this ordinance shall not be affected and shall remain in full force and effect.

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

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, on this the 28th day of June, 2015.

APPROVED:

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

APPROVED AS TO FORM:

Matthew C. G. Boyle, Town Attorney

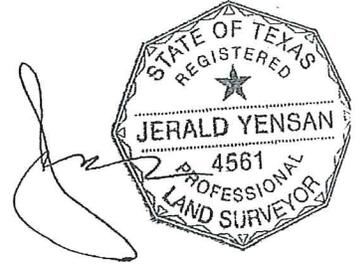


EXHIBIT "A"
12.0 FOOT RIGHT-OF-WAY ABANDONMENT
0.036 ACRE

BEING all that certain lot, tract, or parcel of land situated in the J. Davis Survey Abstract Number 325 in the Town of Argyle, Denton County, Texas, being a part of Denton Street, a public roadway having an existing right-of-way of 80.0 feet according to the Original Town of Argyle, an addition to the Town of Argyle, Denton County, Texas according to the plat thereof recorded in Volume Q, Page 244, Deed Records, Denton County, Texas, and being more particularly described as follows:

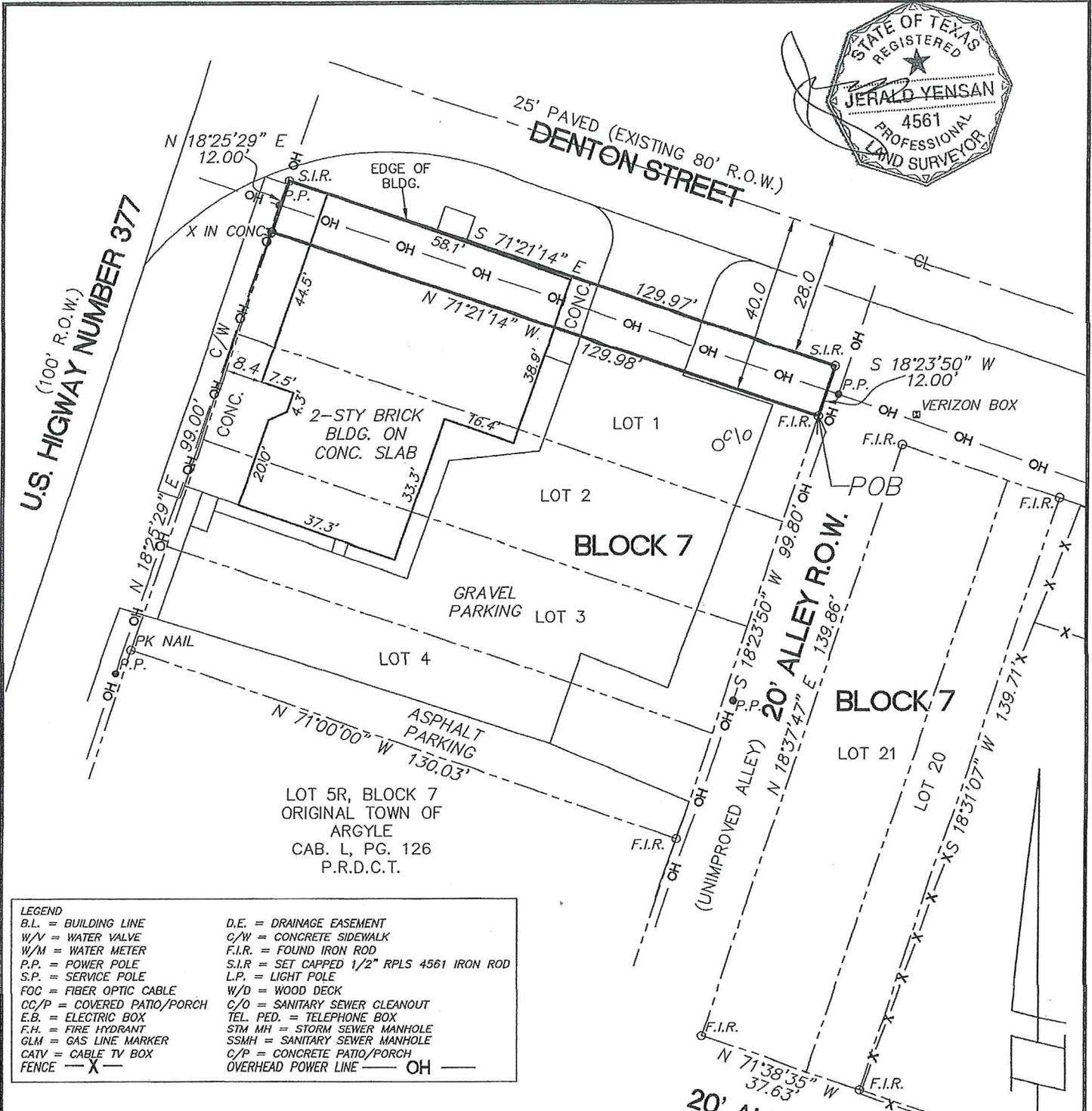
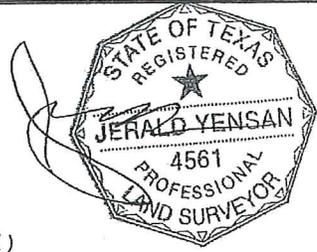
BEGINNING at an iron rod found for corner in the west line of a 20.0 foot unimproved alley right-of-way, said point being the northeast corner of Lot 1, Block 7, Original Town of Argyle, an addition to the Town of Argyle, Denton County, Texas according to the plat thereof recorded in Volume Q, Page 244, Deed Records, Denton County, Texas;

THENCE N 71° 21' 14" W, 129.98 feet with the north line of said Lot 1 to an "X" in concrete for corner in the east line of United States Highway Number 377, a public roadway;

THENCE N 18° 25' 29" E, 12.00 feet with said east line of said U. S. Highway to an iron rod set for corner;

THENCE S 71° 21' 14" E, 129.97 feet to an iron rod set for corner in said west line of said unimproved alley right-of-way;

THENCE S 18° 23' 50" W, 12.00 feet with said west line of said unimproved alley right-of-way to the **PLACE OF BEGINNING** and containing 0.036 acre of land.



LOT 5R, BLOCK 7
ORIGINAL TOWN OF
ARGYLE
CAB. L, PG. 126
P.R.D.C.T.

LEGEND	
B.L. = BUILDING LINE	D.E. = DRAINAGE EASEMENT
W/V = WATER VALVE	C/W = CONCRETE SIDEWALK
W/M = WATER METER	F.I.R. = FOUND IRON ROD
P.P. = POWER POLE	S.I.R. = SET CAPPED 1/2" RPLS 4561 IRON ROD
S.P. = SERVICE POLE	L.P. = LIGHT POLE
FOC = FIBER OPTIC CABLE	W/D = WOOD DECK
CC/P = COVERED PATIO/PORCH	C/O = SANITARY SEWER CLEANOUT
E.B. = ELECTRIC BOX	TEL. PED. = TELEPHONE BOX
F.H. = FIRE HYDRANT	STM MH = STORM SEWER MANHOLE
GLM = GAS LINE MARKER	SSMH = SANITARY SEWER MANHOLE
CATV = CABLE TV BOX	C/P = CONCRETE PATIO/PORCH
FENCE — X —	OVERHEAD POWER LINE — OH —

EXHIBIT "B"
12' R.O.W. ABANDONMENT OF DENTON STREET
BEING 0.036 ACRE (1559.7 S.F.)
IN THE J. DAVIS SURVEY A-325
TOWN OF ARGYLE, DENTON COUNTY, TEXAS

4238 I-35 NORTH
 DENTON, TEXAS 76207
 (940) 382-4016
 FAX (940) 387-9784

LANDMARK SURVEYORS, LLC.
 TX FIRM REGISTRATION NO. 10098600

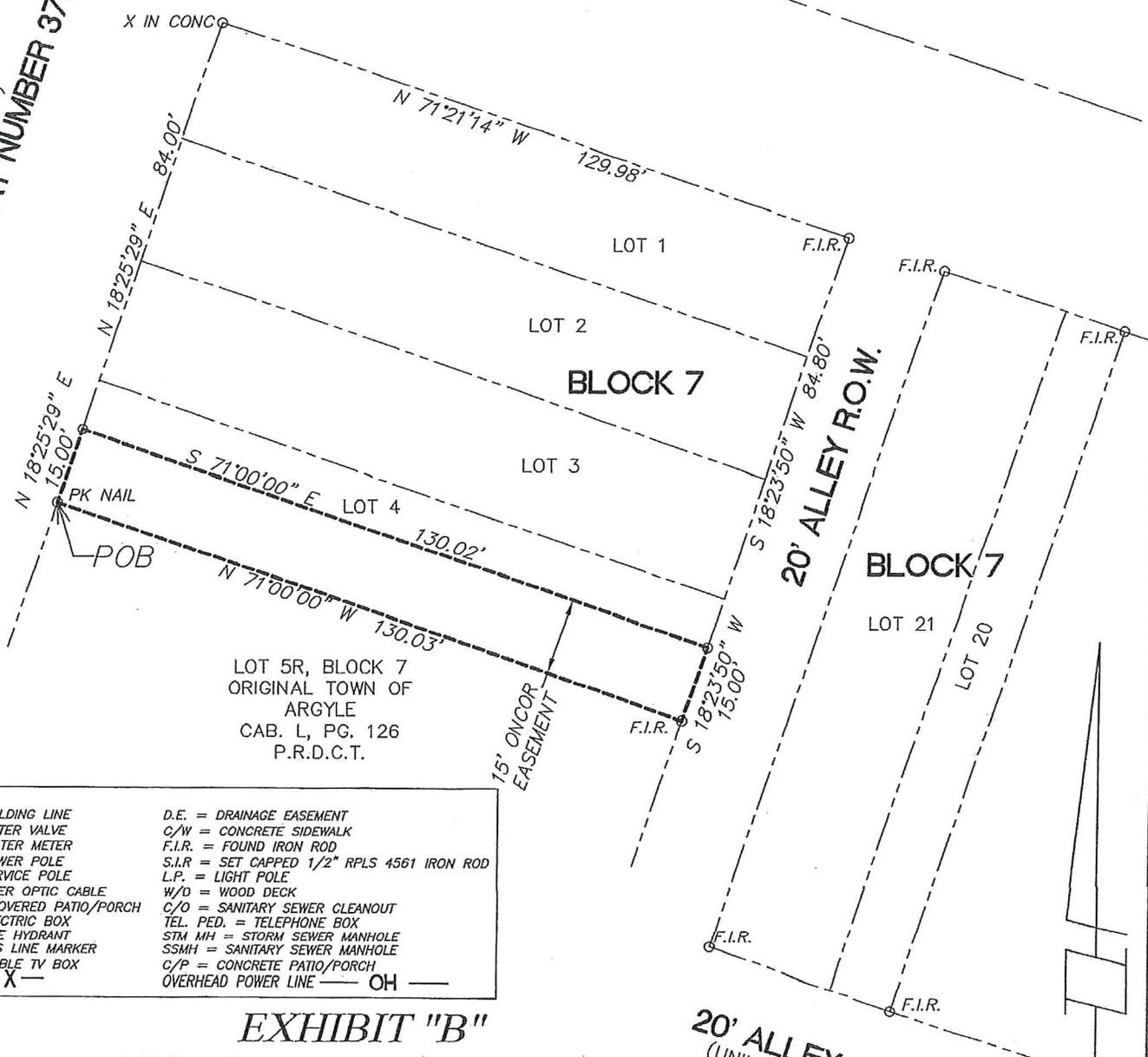
DRAWN BY: BTH SCALE: 1"=30' DATE: 13 JUNE, 2016 JOB NO: 143130



[Handwritten Signature]

25' PAVED (EXISTING 80' R.O.W.)
DENTON STREET

(100' R.O.W.)
U.S. HIGHWAY NUMBER 377



LOT 5R, BLOCK 7
 ORIGINAL TOWN OF
 ARGYLE
 CAB. L, PG. 126
 P.R.D.C.T.

LEGEND	
B.L. = BUILDING LINE	D.E. = DRAINAGE EASEMENT
W/V = WATER VALVE	C/W = CONCRETE SIDEWALK
W/M = WATER METER	F.I.R. = FOUND IRON ROD
P.P. = POWER POLE	S.I.R. = SET CAPPED 1/2" RPLS 4561 IRON ROD
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E.B. = ELECTRIC BOX	TEL. PED. = TELEPHONE BOX
F.H. = FIRE HYDRANT	STM MH = STORM SEWER MANHOLE
GLM = GAS LINE MARKER	SSMH = SANITARY SEWER MANHOLE
CATV = CABLE TV BOX	C/P = CONCRETE PATIO/PORCH
FENCE — X —	OH = OVERHEAD POWER LINE

EXHIBIT "B"
 15' ONCOR EASEMENT PART OF
 LOT 4, BLOCK 7 OF THE ORIGINAL TOWN OF ARGYLE
 BEING 0.045 ACRE (1950.4 S.F.)
 IN THE J. DAVIS SURVEY A-325
 TOWN OF ARGYLE, DENTON COUNTY, TEXAS

<p>ANDMARK SURVEYORS, LLC.</p>	4238 I-35 NORTH DENTON, TEXAS 76207 (940) 382-4016 FAX (940) 387-9784
	TX FIRM REGISTRATION NO. 10098600 DRAWN BY: BTH SCALE: 1"=30' DATE: 13 JUNE, 2016 JOB NO: 143130

