



**NOTICE OF A WORK SESSION AND REGULAR MEETING
OF THE TOWN COUNCIL
TUESDAY, SEPTEMBER 13, 2016 – 6:00 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 September 13, 2016 at 6:00 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.

WORK SESSION AGENDA – 6:00 PM

A. CALL WORK SESSION TO ORDER

B. 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. Discussion regarding the FY16 Re-Estimated Budget and FY 17 Proposed Budget and tax rate.
2. Discussion regarding a resolution supporting the Argyle Post Office.
3. Discussion regarding the annexation of Gateway Business Park.
4. Discussion regarding Section 14.7.29 of the Town of Argyle Town Development Standards regarding general drilling and production standards for oil and gas drilling.
5. Discussion regarding street parking.
6. Presentation of EDC promotional video.
7. Discussion regarding any regular session items.

REGULAR SESSION AGENDA – 7:00 PM

(or immediately following the 6:00 pm work session)

C. CALL REGULAR SESSION TO ORDER

D. INVOCATION

E. PLEDGE OF ALLEGIANCE

American Flag

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

F. ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS

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

G. 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.

H. 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 August 9, 2016 Council meeting minutes.
2. Consider approval of the August 24, 2016 Council meeting minutes.
3. Consider approval of a resolution supporting the retention of a full service post office and encouraging the United States Postal Service to retain and expand in its current location or expand in another location within the town limits of Argyle.
4. Consider approval of a resolution setting a public hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone for approximately ± 101.350 acres generally located in the Town of Argyle, Texas in Denton County, and generally located: (1) east of U.S. Highway 377; (2) south of FM 407; and (3) north of Frenchtown.
5. Consider approval of authorizing the Town Manager to execute a contract for branding and wayfinding services.

I. NEW BUSINESS & PUBLIC HEARINGS:

1. Public Hearing: Hold a public (second) hearing on a proposed property tax rate of \$0.39750 per \$100 assessed valuation for the tax year 2016 (Fiscal Year 2016-2017) for the Town of Argyle, which would increase total tax revenues from properties on the tax roll in the preceding year by 0.80% (Total tax rate for tax year 2016 remains unchanged from 2015 at \$0.39750 per \$100 of assessed value).
2. Public Hearing: Hold a public hearing on the proposed FY 2016-2017 Annual Budget for the Town of Argyle, Texas.

J. OLD BUSINESS:

None

K. 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. Consider action on executive session items.

L. 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)*

M. 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 2nd day of September, 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 FY 17 Proposed Budget and tax rate.

Requested by:

Paul Frederiksen, Town Manager
Kim Collins, Finance Director

Background:

Staff and Council will continue discussions on any outstanding budget issues. Additional information is provided under Item Numbers I.1. and I.2. relating to the public hearings on the proposed tax rate and budget.

Requested Action:

Direction from Council on budget items.

Attachments:

None.



TOWN COUNCIL DATA SHEET



Agenda Item:

Discussion regarding a resolution supporting the Argyle Post Office.

Requested by:

Mayor Pro Tem Joey Hasty and Councilmember Kay Teer

Background:

The Town Council requested Staff to bring forward a discussion item and resolution regarding the space limitations of the Argyle Post Office located at 440 Highway US 377 N., Argyle, Texas 76226. The Argyle Post Office sits on approximately one (1) acre and is housed in a 5,000 square foot building owned by Helga Kelm & Company, Inc., located in Oakton, Virginia. For instance, in 2011, it served eleven (11) rural routes. A rural route is comprised of 500 deliveries on average. Currently, the Argyle Post Office serves seventeen (17) rural routes and it is anticipated that within five years, it will be serving 25 rural routes.

Staff Recommendation:

N/A

Requested Action:

Approve a Resolution recognizing the needs of the Argyle Post Office and supporting any potential new location within the Town limits of Argyle.

Attachments:

Resolution No. 2016-XX



TOWN COUNCIL DATA SHEET



Agenda Item:

Discussion regarding the annexation of Gateway Business Park.

Staff:

Matt Jones, Director of Community Development

Background:

Town staff has been in discussions with Denkmann Associates, L.L.C., and the owners of Gateway Business Park in regard to the annexation of their property into the Town of Argyle. Staff worked with the property owner to develop an annexation plan including a Planned Development District (PD) zoning designation that would be consistent with the existing land uses and structures, while providing development standards for future on-site developments.

A petition for annexation must be filed with the Town by the property owner(s). Once a petition has been filed the Town will be required, under State of Texas, Local Government Code, Chapter 43 to take action on the request no sooner than five days after submission and no later than 30 days after submission.

A tentative timeline for the process is to accept the petition for annexation along with the pre-annexation agreement at the September 27th Council meeting followed by approval of an ordinance for annexation at your October 25th regularly scheduled Town Council meeting. At the same meeting in October, public hearings would be held for a zoning of the property which would be consistent with the agreed upon development standards as exhibited within the pre-annexation agreement.

Financial Impact:

N/A

Staff Recommendation:

N/A

Requested Action:

N/A

Attachments:

Draft Annexation Agreement

PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Pre-Annexation Development Agreement (this "Agreement") is executed between Denkmann Associates, L.L.C. and Denmiss, L.L.C. (collectively, the "Owner") and the Town of Argyle, Texas (the "Town"), each a "Party" and collectively the "Parties," to be effective _____, 2016 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, the Owner owns an approximately 29.949 acre tract of land located wholly within the Town's extraterritorial jurisdiction adjacent to the Town's corporate limits, as more particularly described on the attached Exhibit A; and

WHEREAS, Section 212.172(b) of the Texas Local Government Code authorizes the governing body of a municipality to make a written contract with an owner of land that is located in the municipality's ETJ to, among other things, (1) extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized; (2) authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality; (3) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties; (4) specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; and (5) include other lawful terms and considerations the parties consider appropriate; and

WHEREAS, pursuant to the authority of Section 212.172(b) of the Texas Local Government Code, the Parties intend for the Property to be annexed and developed within the Town's corporate limits in accordance with this Agreement; and

WHEREAS, this Agreement is a development agreement as provided for by Section 212.172 of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II DEVELOPMENT REGULATIONS

The Property shall be used and developed in accordance with the Town Development Standards adopted by Ordinance 2010-01, as amended through the Effective Date of this Agreement (the "Town Development Standards") and the development regulations attached as Exhibit B (the "Development Regulations"). In the event of a conflict between the Town Development Standards and the Development Regulations, the Development Regulations shall control. No other zoning ordinances, sign ordinances, or subdivision ordinances (collectively, "Development Ordinances") shall apply to the Property during the term of this Agreement.

This Article II shall apply before and after annexation of the Property into the Town's corporate limits, and shall continue to apply during the term of this Agreement notwithstanding the zoning of the Property. Nothing in this Article II shall limit the Town's authority to enforce ordinances, other than Development Ordinances, following annexation of the Property.

ARTICLE III **ADDITIONAL PROVISIONS**

3.1 Term. This Agreement shall remain in effect for 45 years after the Effective Date, and shall not be affected by annexation of the Property.

3.2 Annexation. The Owner consents to the Town's full purpose annexation of the Property in accordance with the petition attached hereto as **Exhibit C**. The Town agrees to complete annexation of the Property within 90 days after the Effective Date of this Agreement.

3.3 Assignment. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement to any person or entity (an "Assignee") that is or will become an owner of the Property. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town 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 Owner 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. Upon assignment, an Assignee shall be considered the "Owner" and a "Party" for the purposes of this Agreement.

3.4 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Denton County. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property.

3.5 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date, form the basis upon which the Parties negotiated and entered into this Agreement, and reflect the final intent of the Parties with regard to the subject matter of this Agreement. 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 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.

3.6 No Waiver of Rights. The Owner does not, by entering into this Agreement, waive any rights the Owner has under state or federal law with respect to the development and use of the Property.

3.7 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.

3.8 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.

3.9 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. Venue for any action to enforce or construe this Agreement shall be in Denton County.

3.10 Non-Waiver. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision.

3.11 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.

3.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

- Exhibit A Metes and Bounds Description and Depiction of the Property
- Exhibit B Development Regulations
- Exhibit C Form of Annexation Petition

Executed by Owner and the Town to be effective on the Effective Date.

DENKMANN ASSOCIATES, L.L.C.

By: _____

Name: David E. Hunt

Title: CEO and President

DENMISS, L.L.C.

By: _____

Name: David E. Hunt

Title: CEO and President

TOWN OF ARGYLE

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2016 by David E. Hunt, CEO and President of Denkmann Associates, L.L.C., on behalf of said Louisiana limited liability company.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2016 by David E. Hunt, CEO and President of Denmiss, L.L.C., on behalf of said Mississippi limited liability company.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2016 by _____, _____ of the Town of Argyle, on behalf of said _____.

Notary Public, State of Texas

EXHIBIT A

METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY

EXHIBIT B
DEVELOPMENT REGULATIONS
 (Planned Development for Gateway Business Park)

I. GENERAL PURPOSE AND DESCRIPTION

The Gateway Business Park Planned Development is intended primarily for light manufacturing, assembling, fabrication activities, warehousing, research and development, and wholesaling operations that require access to major thoroughfares and other means of transportation, and to allow flexibility for retail, office, and services oriented uses, and shall be considered a nonresidential zoning district.

II. DEFINITIONS

1. Agreement means that certain Pre-Annexation Development Agreement governing the Property dated _____, 2016.
2. Development Regulations means the Development Regulations attached as Exhibit B of the Agreement.
3. Property means the Property described by metes and bounds and depicted on **Exhibit A** of the Agreement.
4. Town Development Standards means the Town Development Standards adopted as Ordinance 2010-01, as amended through the effective date of the Agreement.

III. APPLICABLE REGULATIONS; EXISTING BUILDINGS AND USES

The use and development of the Property shall comply with these Development Regulations and the Town Development Standards. In the event of a conflict between the Town Development Standards and these Development Regulations, these Development Regulations shall control. No base zoning district regulations shall apply to this Property.

The buildings, structures (including retaining walls), and uses existing on the Property on the Effective Date of this Agreement shall be deemed to be legal, conforming uses and structures.

IV. PERMITTED USES

Those uses listed in Table 1 as "P" are authorized uses permitted by right. Those uses listed as "SUP" in Table 1 are allowed with the approval of a Specific Use Permit (SUP) by the Town Council. The Director of Community Development is responsible for categorizing all uses. If a proposed use is not listed in a use category, but is similar to a listed use, the Director of Community Development shall place the proposed use under that use category. A use not specifically listed shall be prohibited unless otherwise determined using the process established in Section 14.3.61 of the Town Development Standards.

Accessory uses are permitted in conjunction with allowed principal uses. Accessory uses shall be accessory and customarily incidental and subordinate to a permitted principal use. No accessory use may be established on a site prior to the establishment of a permitted principal use.

Table 1	
Commercial Uses (Office, Retail, Sales and Service Uses)	
Retail sales or service (personal service uses) (no alcohol sales), including but not limited to auto-related sales and service establishments	P
Finance, insurance, and real estate establishments including banks, credit unions, real estate, and property management services	P
Offices for business, professional, administrative, and technical services such as accountants, architects, lawyers, doctors, etc.	P
Research laboratory headquarters, laboratories and associated facilities	P
Food service uses such as full-service restaurants, cafeterias, bakeries and snack bars. Included in this category is café seating within a public or private sidewalk area with no obstruction of pedestrian circulation. Also included in this category is the sale of alcoholic beverages (with food service).	P
Alcohol sales on-site consumption (restaurant, etc.)	P
Alcohol sales off-site consumption (retail)	SUP
Pet and animal sales or service (including vet clinic)	P
Any permitted use with a drive through facility	P
Arts, Entertainment, and Recreation Uses	
Amusement or theme park establishment (indoor) including bowling alleys, bingo parlor, games arcades, skating, etc.	P
Amusement or theme park establishment (outdoor) including miniature golf, go-cart tracks, etc.	P
Art galleries	P
Art, antique, furniture or electronics studio (retail, repair or fabrication; excludes auto electronics sales or service)	P
Theater, cinema, dance, or music establishment	P
Museums and other special purpose recreational institutions	P
Fitness, recreational sports, gym, or athletic club	P
Parks, greens, plazas, squares, and playgrounds	P
Educational, Public Administration, Health Care and Other Institutional Uses	
Business associations and professional membership organizations	P
Child day care and preschools	P
Schools, libraries, and community halls	P
Universities and colleges	P
Technical, trade, and specialty schools	P
Hospitals and nursing establishments	P
Civic uses	P

Social and fraternal organizations	P
Social services and philanthropic organizations	P
Public administration uses (including local, state, and federal government uses, public safety, health and human services)	P
Religious Institutions	P
Funeral homes	P
Manufacturing, transportation, communication, and utility Uses	
Food and textile product manufacturing	P
Wood, paper, and printing products manufacturing	P
Machinery, electronics, and transportation equipment manufacturing	P
Miscellaneous manufacturing and assembly (this category includes, but is not limited to, manufacturing and assembly of jewelry, silverware, equipment, electronics, personal metal goods, flatware, dolls, toys, games, musical instruments, office supplies, and signs.)	P
Wholesale trade establishment	P
Warehouse and storage services, including, but not limited to, mini-storage facilities and outdoor storage for vehicles, boats, RVs and similar items.	P
Publishing (newspaper, books, periodicals, software)	P
Motion picture and sound recording	P
Telecommunications and broadcasting (radio, TV, cable, wireless communications, including stealth telecommunications towers, telephone, etc.)	SUP

V. HEIGHT REGULATIONS

The maximum building height shall be three stories, not to exceed 40 feet, except for any portion of a building located within 150 feet of a residential zoning district, which portion of the building shall be limited to 25 feet in height.

VI. AREA REGULATIONS

The following requirements shall apply unless alternative requirements are approved by the Town Council, at the request of the applicant, as part of the site plan review and approval process:

- a) Minimum Lot Area – Each lot shall be a minimum of 20,000 square feet, except that the minimum lot size shall be one acre for any site having frontage on FM 407.
- b) Minimum Lot Width – The minimum lot width shall be 100 feet.
- c) Minimum Lot Depth – The minimum lot depth shall be 150 feet.
- d) Minimum Front Yard – The minimum front yard setback along street frontage shall be 30 feet for warehousing and manufacturing uses, and 25 feet for all other permitted uses.

- e) Minimum Side and Rear Yard – The minimum side and rear yard setbacks shall be 20 feet.
- f) Supplementary Regulations –Section 14.3.71 of the Town Development Standards shall apply, provided, however, the setbacks above shall apply regardless of anything to the contrary in Section 14.3.71, and setbacks shall be measured from the property line.

VII. MAXIMUM LOT COVERAGE

The maximum lot coverage shall be 50 percent, and be measured as the area of a lot that contains the building footprint for each main building and accessory building on the lot. The maximum impervious coverage area on a lot shall be 95 percent for a lot containing a manufacturing, transportation, communication, or utility use, and 80 percent for a lot containing any other permitted use.

VIII. PARKING REQUIREMENTS

The parking requirements of Section 14.3.66 of the Town Development Standards shall apply, unless the Town Council approves alternative parking requirements at the request of the applicant in connection with the approval of a site plan.

A maximum of 50 percent of a lot may be covered with flex-base aggregate material for loading, truck parking, and employee parking.

IX. DESIGN CRITERIA

The following shall be the exclusive architectural design standards applicable to the Property:

- a) All retail and associated office building facades directly facing a public street shall include at least three of the following architectural elements to provide pedestrian interest along the street level facade and to create visual interest, community character, and promote a sense of pedestrian scale: a recessed entrance, a porch, fenestration, fluted masonry, bays, recesses, an arcade, display windows, a plaza, a court, or other similar articulations that meet the purpose stated in this paragraph.
- b) All exterior of all new buildings, other than buildings for warehousing, manufacturing, transportation, communication, or utility uses, shall primarily consist of masonry (stone, brick, 3-step stucco) or a similar durable architectural material approved by the Town Council as part of the site plan review and approval process.
- c) The exterior of all new buildings used for warehousing, manufacturing, transportation, communication, utility, and associated office uses shall not be subject to exterior building material requirements or the architectural elements required in a); however, unpainted galvanized metal siding shall be prohibited. Without limiting the foregoing, buildings described in this paragraph may be constructed of minimum 26 gauge or heavier architectural panels (wall and roof systems).

X. LANDSCAPING REQUIREMENTS

The following requirements shall be the exclusive landscaping requirements for the Property:

A landscaped yard of a minimum width of 20 feet shall be provided on the front of each lot fronting on FM 407 or Gateway Drive. The following shall be required within such area:

- A minimum of three shade trees per 100 feet of linear frontage
- A minimum of three ornamental trees per 100 feet of linear frontage
- A minimum of four shrubs per 100 feet of linear frontage
- A minimum six-foot wide sidewalk along FM 407
- A minimum five-foot wide sidewalk along Gateway Drive
- Ground cover, ornamental grasses, wood chips, gravel, or turf grasses for the remaining unpaved areas
- Internal landscaped areas are encouraged to soften the hardscapes associated with commercial, retail, and office type uses (parking caps, islands, etc.).

Notwithstanding the foregoing, no new landscaping shall be required on platted lots that are developed with a building on the Effective Date of this Agreement.

XI. OUTSIDE STORAGE

Outside storage shall be located on a paved surface or a flex-base aggregate material and shall be used for employee parking, truck parking, loading areas, and storage. Such areas shall be screened from view at grade on any adjacent public street with a combination of live screening and fencing with privacy slats. No other screening requirements shall apply to this Property.

XII. DRIVEWAY SPACING

The minimum spacing of driveways along a public street shall be as follows:

- Along arterial streets - one driveway per 200 linear feet of frontage
- Along collector streets – one driveway per 100 linear feet of frontage
- Along local streets – one driveway per 50 linear feet of frontage

The minimum distance between a driveway and the nearest intersecting public street shall be 50 feet, measured from the driveway to the street corner radius point of tangency.

Except as provided in this Section XII, there shall be no minimum driveway spacing or minimum distance between a driveway and an intersecting public street.

XIII. SITE PLAN REVIEW

All development shall require site plan approval in accordance with Section 14.3.25 of the Town Development Standards, and shall comply with an approved site plan. If a proposed site plan complies with all applicable Town Development Standards, as modified by this Exhibit B, the

site plan shall be approved. Final Town Council action on a site plan shall be required within 30 days after the date the applicant files a complete application with the Town or the site plan shall be deemed approved. An approved site plan shall be valid for two years. A site plan shall include sufficient information for the Town Council to confirm compliance with the development standards on this Exhibit B. No concept plan approval or approval of any other plans shall be required as a condition to approving a site plan, issuing a building permit, or approving a plat. The Property consists of existing, platted lots; therefore, no traffic impact study or off-site roadway improvements shall be required as a condition to approving a site plan or building permit.

XIV. SIGNAGE

A signage plan shall be included as part of the site plan submittal for any development within the PD and shall be approved by Town Council.

**Attachment 1 to Exhibit B
Site Plan Illustrating Existing Development on the Property
as of the Effective Date of this Agreement**

[to be inserted]

EXHIBIT C

FORM OF ANNEXATION PETITION

STATE OF TEXAS §
 §
COUNTY OF DENTON §
 §
TOWN OF ARGYLE §

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, DENTON COUNTY, TEXAS:

The undersigned owner of the approximately ____-acre tract of land more fully described in **Exhibit A** of this Pre-Annexation Agreement (the "Property") hereby requests that the Town annex the Property into the corporate limits for full purposes pursuant to the terms of such Pre-Annexation Agreement.

EXECUTED this ____ day of _____, 2016.

DENKMANN ASSOCIATES, L.L.C.

By: _____
Name: David E. Hunt
Title: CEO and President

DENMISS, L.L.C.

By: _____
Name: David E. Hunt
Title: CEO and President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2016 by David E. Hunt, CEO and President of Denkmann Associates, L.L.C., on behalf of said Louisiana limited liability company.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2016 by David E. Hunt, CEO and President of Denmiss, L.L.C., on behalf of said Mississippi limited liability company.

Notary Public, State of Texas



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Discussion regarding Section 14.7.29 of the Town of Argyle Town Development Standards regarding general drilling and production standards for oil and gas drilling.

Requested by:

Councilmember Kay Teer

Staff:

Matt Jones, Director of Community Development

Background:

The Town Council requested Town Staff to bring forward a discussion item regarding the general drilling and production standards in the Town Development Standards (TDS) for oil and gas drilling. The language in Section 14.7.29 provides certain criteria for the drilling and production of oil and gas wells within the Town of Argyle.

These regulations are intended to protect the health, safety and general welfare of the public, minimize the potential impact to property and mineral rights owners, protect the quality of the environment and encourage the orderly production of available mineral resources. As well as, ensure that all property owners, mineral and otherwise, have the right to peaceably enjoy their property and its benefits and revenues.

Staff Recommendation:

N/A

Requested Action:

Provide appropriate direction to Town Staff regarding any proposed amendments.

Attachments:

Section 14.7.29 - General Drilling and Production Standards

 **SECTION 14.7.29 General drilling and production standards**

A. The drilling and production of oil and gas shall be permitted within the Town, provided that all terms, conditions, and requirements of federal, state and local law are met.

B. Distance requirements (well setbacks). The measurement of the distances set forth in this article shall be calculated from the proposed well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of the object listed below.

1. If the surface owner has the mineral interest on its property, no well, tank battery or equipment shall be located within three hundred feet (300') of a residential structure. If the mineral owner and surface owner are not the same, then no well, tank battery or equipment shall be located within eight hundred feet (800') of a residential structure unless a signed waiver from the surface owner is presented at the time of the specific use application. In the case of a waiver, no well, tank battery or equipment shall be located within four hundred feet (400') of a residential structure. Residential structures include only those structures designed and used for human occupation.
2. No well shall be located within five hundred feet (500') of a place of public assembly.
3. No well shall be located within five hundred feet (500') of any existing storage tank or source of potential ignition.
4. No well shall be located within three hundred feet (300') of any outer property line.
5. No well shall be located within five hundred feet (500') of any freshwater well.
6. No well shall be located within five hundred feet (500') of any cemetery.
7. No well shall be located within one thousand (1,000) feet of any school property line.

Metroport Gas Drilling Ordinance Comparison Table

	Colleyville	Grapevine	Haslet	Keller	Northlake	Roanoke	Southlake	Trophy Club	Westlake
Zoning	Yes-SUP	Yes	Yes-S.U.P. Specific Use Permit	Yes - Planned Development district	Yes -SUP	by Permit only	by SUP only	by SUP only	Yes
Notifications	-500 Ft from property line of lot where pad site resides; 1,500 feet from well bores 72 hours prior to fracturing	-1000 ft	-Notice is sent to the owners of real property lying within six hundred feet (600') of the property to which the application relates.	-notices to property owners within 1000 feet of well site; notices to property owners within 200 feet of truck and pipeline routes	-200 ft from property line of parcel upon which the pad site is located	1,000 feet from property line	1000 ft from parcel boundary(s) where proposed site is to be located.	within 500 ft. of the property line or 1,000 ft. from the wellhead	-1000 ft from proposed Drill Zone
Green Completions	-Not required	-Not required	-Not required	-Not required	-Not required	At no time shall the well be allowed to flow or vent to the atmosphere without first directing the flow through separation equipment or into a portable tank	The venting of gas into the atmosphere is prohibited. Recent approved SUP mandated that fracturing process will not be completed until the sales line is in place.	No venting of gas into the open air in residential areas except as allowed by the Railroad Commission and as approved by the Fire Marshall.	Required with exceptions
Road Repair	-Road Repair Agreement and road remediation fee (paid at time of admin. permit)	-Bond or letter of credit required	A signed Road Maintenance Agreement supplied by the City that provides that the Operator shall repair, at its own expense, any damage to roads, streets, utilities or highways caused by the use of heavy vehicles for any activity associated with the preparation, drilling, production, and operation of gas wells.	Road Remediation Agreement required; remediation fee based upon formula in ordinance	-Road Repair Agreement with security instrument	Vehicle route plan required to be approved and vehicles associated with drilling and/or production in excess of 3 tons shall be restricted to such streets designated as arterials, collectors or local commercial as delineated in the Thoroughfare Plan.	-Road Repair Agreement	Security instrument to cover "repair damage" to any public streets. Road Repair Agreement shall be filed with Community Development Dept.	-Road Repair Agreement
Fracing Stipulations	-Flowback during daylight hours only -no frac water ponds, venting, flaring permitted -all fluids must be contained in closed system -	-Flowback during daylight hours -watchperson required -no venting directly to the atmosphere	"Fracturing" of a well may only be performed in accordance with TRC rules and regulations. The Operator's agent shall notify the Petroleum and Gas Inspector in writing at least 72 hours prior to starting completion procedures such as perforating and fracturing. The well must be equipped with a blowout preventer before this operation is commenced. Also, if a bridge plug is set over a producing formation prior to additional completion, it must be pressure tested to a sufficient pressure to ensure that it is not leaking.	7-day notice to Fire Marshall and notice sign posted at well site; permit required for frac pond; can only occur during daytime; noise levels during fracturing allowed to increase slightly per above	10 days notice to Town before activity begins. Notice to include where fracturing is to be conducted, reasonable detail of fracturing activity; duration of fracturing, time of day fracturing will occur. Must provide a 24 hour contact	10 days notice required before activity begins, signage required to be posted at well site entrance at least 48 hours before operations are commenced, "flowback" operations shall be performed during daylight hours only, watch person required at all times and no flow or vent directly into the atmosphere.	Frac ponds or surface fresh water ponds not permitted. Frac operations prohibited at night. 20 days notice to City before activity begins. Notice to include where fracturing is to be conducted, reasonable detail of fracturing activity; duration of fracturing, time of day fracturing will occur. Must provide a 24-hour contact. Recent approved SUP mandated that frac operations should only take place during daylight hours, Monday through Friday.	10 days notice to Town before activity begins. Notice to include where fracturing is to be conducted, reasonable detail of fracturing activity; duration of fracturing, time of day fracturing will occur. Must provide a 24-hour contact	-Frac ponds not permitted. Surface fresh water ponds not permitted unless a permanent water feature is installed and used for fresh water storage.
Allowable Noise Levels	-100 ft from structure, cannot exceed ambient: a. more than 10 dB during fracturing b. 5 dB during nighttime backflow c. 5 dB daytime or 3 dB nighttime for all other activities	-65 dB at 300 ft -85 dB for fracturing	No well shall be drilled, redrilled or any equipment operated at any location within the City in such a manner so as to create any noise which causes the exterior noise level when measured at the nearest Protected Use receiver's/receptor's property line or from the closest exterior point of the Protected Use structure or inside the Protected Use structure if access to the property is granted by the receiver/receptor, that: a) Exceeds the Ambient Noise Level by more than 5 decibels during daytime hours and more than 3 decibels during nighttime hours; b) Exceeds the Ambient Noise Level by more than 10 decibels over the daytime average ambient noise level during fracturing operations during daytime hours. No fracturing shall be allowed during nighttime hours; c) Exceeds Ambient Noise Level by more than 3 decibels during flowback operations during nighttime hours; d) Creates pure tones where 1/3 octave band sound-pressure level in bandwidth the tone (pure tone plus noise) exceeds the arithmetic average of the sound-pressure levels of 2 contiguous 1/3 octave bands by 5 dB for center frequencies of 500 Hertz and above, and by 8 dB for center frequencies between 177 and 355 Hertz, and by 15 dB for center frequencies less than or equal to 125 Hertz, and may not exceed cumulative minute durations as defined in section [subsection] 4; or e) If no noise baseline exists, noise sources shall not create low-frequency outdoor noise levels that exceed the following dB levels: 16 Hz 1/3 octave band: 65 dB; 32 Hz 1/3 octave band: 65 dB; 64 Hz 1/3 octave band: 65 dB; 125 Hz 1/3 octave band: 65 dB; 250 Hz 1/3 octave band: 65 dB; 500 Hz 1/3 octave band: 65 dB; >500 Hz 1/3 octave band: Ambient baseline plus 5 dB daytime and plus 3 dB at night.3. The Operator shall be responsible for establishing and reporting to the City a continuous 72 hour pre-drilling Ambient Noise Level prior to the issuance of a well permit. The seventy-two hour time span shall include at least one 24 hour reading during either a Saturday or Sunday. The Operator shall use the prior established ambient noise level for the installation of any new noise generation equipment unless the Operator can demonstrate that the increase in the ambient noise level is not associated with drilling and production activities located either on- or off-site.4. Adjustments to the noise standards as set forth above in this section may be permitted intermittently in accordance with the following: Permitted Increase (dBA); Duration of Increase (minutes)*; 10; 5; 5; 15; 1; 20; less than 1 *Cumulative minutes during any one hour	Measured at protected use property line, noise cannot exceed daytime ambient noise level by 5 dB and nighttime ambient noise level by 3 dB; 10 dB maximum increase allowed during daytime fracturing operations; or 3dB during flowback operation	-50 dB at 100 ft for all engines, compressors, & motor-driven machinery at gas collection stations -70 dB (80dB fracturing) at 300 ft from drill site	No drilling producing or other operations shall produce a sound level greater than 78 dB(a) when measured 300 ft from equipment, a maximum sound level of 85 dB(a) shall apply to formation fracturing when measured at 300 ft, no engine or motor-driven machinery of any type shall create a sound level greater than 65 dB(a) when measured 300 ft from the well site.	100 ft from structure, cannot exceed ambient: a. more than 10 dB during fracturing b. 5 dB during nighttime backflow c. 5 dB daytime or 3 dB nighttime for all other activities	Adequate noise prevention measures required. Internal combustion engines must be below 70 dB at any point 3000 ft from the boundary of the drill site or operation site. Fracing must be below 80 dB at any point 300 ft from the boundary of the drill site	-100 ft from structure, cannot exceed ambient: a. more than 10 dB during fracturing b. 5 dB during nighttime backflow c. 5 dB daytime or 3 dB nighttime for all other activities
Landscaping	All landscaping required upon completion of fracturing of first wells; minimum 8 foot masonry wall; evergreen shrubs every 6 feet; one tree every 20 feet	-Installed around the site and all fences to sufficiently screen -Shrubs > 3 feet and must have irrigation -Submitted to the DRC for approval	landscaping plan prepared by either a landscape architect or arborist, and an irrigation plan prepared by a licensed landscape architect or a licensed irrigator. At a minimum, the plan must account for landscaping and irrigation around the line compressor station and all associated equipment with the goal of ensuring compatibility with the environment and existing surrounding area. The City Council, in its sole discretion, may modify the landscaping requirements or the timing of the installation of the landscaping requirements.	Pad site shall be screened with 8-foot masonry screening wall; trees shall be planted so that 40% of the pad site is covered by tree canopy (preservation of existing tree canopy is credited to this requirement); landscape hedge of minimum 2-foot shrubs required around portions of masonry screening wall visible from public ROW	No landscaping required since most of our wells are located in rural areas. Landscaping/screening looked at on case-by-case basis during SUP process.	Screening shrubs shall be installed completely around the well site and a chain link fence, a minimum of 8 ft in height with three and one-half inch mesh interwoven with opaque slats, shall enclose all completed wells and tanks located within a well permit area.	8-foot masonry wall w/in 60 days of completion of the first well on the site. 8-foot chain link fence around all equipment inside masonry wall. screening requirements as set forth in the zoning ordinance and Comprehensive Master Plan (Southlake 2025)	None. A masonry wall of sufficient height to shield the permanent enclosed equipment from view, or a minimum 7.5 ft in height, whichever is greater, is required. Wrought iron gate is required.	Depending on catagory of Gas Well Pad Site.
Setback Distances	1,000 feet from any building intended for human occupancy or a park. 500 feet from any ROW, storage tank.	-1000 ft from a park -1000 ft from a protected use -300 from any building	In no case shall the well head of a new pad site be located within 600 feet of a Protected Use or within 200 feet of a property line. No setback shall be required for a new well located on an existing pad site unless the dimensions of the previously permitted pad site are increased in size from the originally permitted site, in which case the well head shall be 600 feet from a Protected Use and 200 feet from all property lines.	600 feet from protected use - residence (can be reduced to 400 feet with Council or property owner approval or to 300 feet if both approve); 600 feet from school or public park	-600 ft (300 ft with property owner approval)from any building; 600 ft from buildable portion of a lot; 500 from property line	1,000 ft from any public park, 1,000 ft from any residence or building, 500 ft from any public street, 1,000 ft from any fresh water well, 500 ft from any existing storage tank or source of potential ignition.	1,000 ft from any habitable structure or property line of occupied school or hospital	1,000 ft from wellhead to property line for new wells; 250 ft from wellhead to property line for existing wells; 200 ft from wellhead to habitable structure for producing wells	1,000 ft from protected use with exceptions.



TOWN COUNCIL DATA SHEET



Agenda Item:

Street Parking Workshop

Requested by

Mayor Peggy Krueger

Staff:

Chief William (Tom) Tackett

Background:

This workshop item is to update and inform Town Council of the current parking ordinances that affect residential parking on public streets and receive input for changes if warranted.

For most single-family dwelling units, 2 enclosed parking spaces, plus 2 additional parking spaces on a paved driveway are required. This is true for SF 2.5, SF-1, SF-20, SF-10, SF-7 and 2-F. OT-1 and OT-2 are silent to the 2 additional parking spaces on pavement. OT-2 limits garages to a maximum of 2 spaces. While most neighborhoods in town have the required number of parking places, parking on the public streets exists for numerous reasons. It is assumed that due to guests, garage storage/hobby conversion and convenience being the most likely causes of most street parking.

The only street in Argyle where parking is prohibited is US 377. Trucks, tractors, trailers and RV's are prohibited on every street for longer than 12 hours, but the definition of a trailer is confusing and does not fit any residential use trailers (single or dual axle). It would be much easier to just utilize the word trailer than to try to put it in a slot. Trailers are much more of a hazard in the event of an emergency because of the length of time that it takes to hook up and move. Trucks, tractors and trailers generally meets the definition of commercial vehicles over 26,001 lbs. and does not refer to pick-ups, garden/farm tractors and residential or farm trailers. Our narrowest approved public street at 28' can (and does) handle cars parked on either side. It can be very tight for larger vehicles to pass through, but we have had no complaints. I cannot ever recall an incident in which an emergency vehicle that was hindered as a result of street parking.

Enforcement of a town-wide no street parking would be conducted similar to our campaign on hands-free where we would Sign, inform, warn and then cite if needed. It would take a considerable amount of time each shift to enforce a town-wide ban.

Financial Impact:

N/A

Staff Recommendation:

N/A

Requested Action:

N/A

Attachments:

Town of Argyle Ordinance No. 12.03.004-006

Sec. 12.03.004 Parking of trucks, tractors, trailers or recreational vehicles for longer than 12 hours

- (a) No person shall park or leave standing a truck, tractor, trailer or recreational vehicle having a total length of greater than twenty feet (20') from the front wheel base to the rear wheel base on any street, highway, or other public way located in the town for a period of time greater than twelve (12) hours.
- (b) Whenever any of the aforementioned vehicles is found parked on any street, highway, or public street within the town for a period of time greater than twelve (12) hours, such fact shall be prima facie evidence that such vehicle was parked in violation of this section, and that the person who so parked such vehicle is the person in whose name such vehicle is then registered.
- (c) Any person violating this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with the general penalty provision found in section 1.01.009 of this code, and each period of twelve (12) hours that this section is violated shall constitute a separate and distinct offense.

Sec. 12.03.005 Fire reserved no parking zones

- (a) Definitions.

Parking. The standing of a vehicle, whether occupied or not, other than a temporary stopping of such vehicle for the purpose of, and while actually engaged in, loading or unloading passengers or merchandise, or any involuntary stopping of the vehicle by reason of causes beyond the control of the occupant of the vehicle.

Vehicle. Every device or machine in, upon, or by which any person or property may be carried, transported, drawn, or propelled in any manner upon any public street, alley or highway.

- (b) Establishment.

(1) The town council is hereby authorized to establish, designate, restrict or mark, by proper signs, fire reserved "no parking" zones where in its opinion there is a public necessity for same.

(2) The town council hereby designates a fire reserved "no parking" zone to be established at the town volunteer fire station located on Highway 377 within the town.

(c) Violations. It shall be unlawful to park any vehicle in the fire reserved "no parking" zone established, designated and marked as such, other than those vehicles for which such zone was reserved.

(d) Evidence of legality. Such establishment, designation, marking or restricting by the town council shall be prima facie evidence of the existence and legality of such reserved "no parking" zone.

(2004 Code, secs. 5.101–5.104)

Sec. 12.03.006 Parking vehicles on certain streets prohibited

(a) Definitions.

Parking. The standing of a vehicle, whether occupied or not, other than a temporary stopping of such vehicle for the purpose of, and while actually engaged in, loading or unloading passengers or merchandise, or any involuntary stopping of the vehicle by reason of cause beyond the control of the occupant of the vehicle.

Vehicle. Every device or machine in, upon, or by which any person or property may be carried, transported, drawn, or propelled in any manner upon any public street, alley or highway.

(b) Establishment. The town hereby establishes and designates a "No Parking Anytime" zone along the U.S. Highway 377 right-of-way within the town limits commencing at the south town limits and continuing to the north town limits.

(c) Violations. It shall be unlawful to park any vehicle along said highway in the "No Parking Anytime" zone as designated, established and marked as such.

(d) Evidence of legality. Such designation, establishment or marking shall be prima facie evidence of the existence and legality of such zone.

(e) Penalty. An offense under this section is punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than two hundred dollars (\$200.00).



TOWN COUNCIL DATA SHEET



Agenda Item:

Presentation of EDC promotional video.

Staff:

Matt Jones, Director of Community Development

Background:

Town staff will be presenting the promotional video funded by the Economic Development Corporation (EDC) and produced by Neon Cloud Productions.

Staff Recommendation:

N/A

Requested Action:

N/A

Attachments:

N/A



Town Council Work Session & Regular Meeting Minutes – August 9, 2016

The Regular Meeting of the Town Council was held on **August 9, 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 WORK SESSION TO ORDER

Mayor Krueger called the work session to order at 6:00 p.m.

Attendee Name	Title	Status	Left
Peggy Krueger	Mayor	Present	7:27 pm
Joey Hasty	Mayor Pro Tem	Present	
Kay Teer	Council Member, Place 2	Present	
Eric Lamon	Council Member, Place 3	Absent	
Jay Haynes	Council Member, Place 4	Present	
Marla Hawkesworth	Council Member, Place 5	Present	

B. 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. Discuss proposed total ad valorem tax rate for Fiscal Year 2017 of \$0.3975 per \$100.00 of assessed valuation, FY16 Re-Estimated Budget and FY17 Proposed Budget.

Finance Director Kim Collins and Town Manager Paul Frederiksen reviewed the FY16 Re-Estimated Budget and the FY17 Proposed Budget with Council. Ms. Collins stated the proposed tax rate was \$0.3975 which is \$0.003 above the effective tax rate. Mr. Frederiksen reviewed the FY 16 accomplishments. Mr. Frederiksen stated that the FY 17 budget proposes to maintain the FY 16 tax rate of \$0.3975, matching a \$500,000 park grant from the General Fund and \$300,000 from the Parkland Dedication Fund for the park at Argyle Intermediate School, continuing the Over 65 and Disabled tax exemption of \$40,000, implementing the compensation plan, adding two FTE's at the mid-point of FY17, continuing the update of development standards, continuing the transfer to the building maintenance fund, continuing the street signage program and initiating a wayfinding and branding plan.

Town Secretary Kristi Gilbert presented the 2016 Compensation Plan to the Council. Ms. Gilbert reviewed the priorities of the Benefits Committee and the results of a compensation study utilizing 15 benchmark municipalities.

2. Receive presentation by Texas Municipal Retirement Service (TMRS) regarding the Town's current plan and Unfunded Actuarial Accrued Liability (UAAL).

Anthony Mills, Senior Regional Manager with TMRS, presented information to Council on the unfunded liability of the retirement plan. Mr. Mills stated that Argyle joined TMRS in April of 1987. Mr. Mills stated that the Town would pay off the unfunded liability in 26 years. Mr. Mills stated that the Town's total liabilities exceed the assets by approximately \$600,000. Mr. Mills stated that, by maintaining the current contribution rate and adding a one-time lump sum payment of \$100,000, the Town would be able to pay off the liability 11 years early at a savings of \$513,248.

3. Discussion regarding any regular session items.
No discussion was held with regard to regular session items.

The work session was adjourned at 7:27 pm.

Mayor Kruger left the meeting.

C. CALL REGULAR SESSION TO ORDER

Mayor Pro Tem Joey Hasty called the regular session to order at 7:35 p.m.

D. INVOCATION

E. PLEDGE OF ALLEGIANCE

F. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

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

G. 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.

No one chose to speak during open forum.

H. CONSENT AGENDA:

Mr. Jim Carter addressed the Council on his nomination to the Denco 9-1-1 District Board of Managers.

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

1. Consider approval of the June 28, 2016 Town Council minutes.
2. Consider approval of a resolution proposing the adopting of a total ad valorem tax rate for Fiscal Year 2017 of \$0.3975 per \$100.00 of assessed valuation subject to all public hearing requirements of the Texas Property Tax Code (Fiscal Year 2016 total ad valorem tax rate - \$0.3975). (*Resolution No. 2016-16*)
3. Consider approval of a resolution approving an Interlocal Cooperation Agreement for Tax Collection services with Denton County and authorizing the Town Manager to execute said Agreement on behalf of the Town of Argyle. (*Resolution 2016-17*)
4. Consider approval of a resolution casting a vote for the appointment of a member to the Denco Area 9-1-1 District Board of Managers. (*Resolution 2016-18*)

ACTION: Item H.1. thru H.4.

APPROVED

Councilmember Hawkesworth moved to approve the consent agenda as presented. Councilmember Teer seconded the motion. For: Unanimous. The motion passed 4 to 0.

I. NEW BUSINESS & PUBLIC HEARINGS:

1. Discuss and consider approval of a resolution appointing members to the Crime Control and Prevention District.

ACTION: Item I.1.

APPROVED

Councilmember Haynes moved to approve a resolution appointing John Crawford, Robert Seno and Patti Smith to the Crime Control and Prevention District for two year terms. Councilmember Hawkesworth seconded the motion. For: Unanimous. The motion passed 4 to 0. (*Resolution No. 2016-19*)

The Council moved to Item K. Executive Session.

K. CONVENE INTO EXECUTIVE SESSION:

The Council convened into executive session at 7:42 pm.

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. Section 551.071- Consultation with and legal advice from the Town Attorney regarding claim – Ben Boyd and FM 407
3. Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, or duties of a public officer or employee: Town Secretary
4. Adjourn into Open Meeting at 8:12 pm.
5. Consider action on executive session items.

The Council moved to Item J.1.

J. OLD BUSINESS:

1. 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.

Bret Pedigo, with Terra Manna, addressed the Council with regard to development plans. Mr. Pedigo stated that he had been interviewing a couple of groups to serve as partners in the residential/commercial development. Mr. Pedigo stated discussions with the anchor would continue when the partner is on board.

ACTION: Item J.1.

APPROVED

Mayor Pro Tem Hasty moved to approve a resolution authorizing the Town Manager to execute a Development Agreement by and between the Town and Terra Manna, LLC for the Waterbrook development. Councilmember Teer seconded the motion. For: Unanimous. The motion passed 4 to 0. (*Resolution No. 2016-20, CLA 20160601*)

L. 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*)

Councilmember Teer stated she wanted a resolution regarding the location of the post office.

Mayor Pro Tem Hasty stated that he wanted a written record of the Town Secretary's positive evaluation to be reviewed for the personnel record.

M. ADJOURN

The meeting was adjourned at 8:18 p.m.

Approved this 13th day of September, 2016.

Peggy Krueger, Mayor

Kristi Gilbert, Town Secretary



Town Council Work Session & Regular Meeting Minutes – August 23, 2016

The Regular Meeting of the Town Council was held on **August 23, 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 WORK SESSION TO ORDER

Mayor Krueger called the work session to order at 6:00 p.m.

Attendee Name	Title	Status	Arrived
Peggy Krueger	Mayor	Present	
Joey Hasty	Mayor Pro Tem	Present	
Kay Teer	Council Member, Place 2	Present	6:02 p.m.
Eric Lamon	Council Member, Place 3	Present	
Jay Haynes	Council Member, Place 4	Present	
Marla Hawkesworth	Council Member, Place 5	Present	

B. 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. Discussion regarding the FY16 Re-Estimated Budget and FY 17 Proposed Budget and tax rate.

Town Manager Paul Frederiksen stated that the Council would be conducting a public hearing on the tax rate during the regular agenda.

2. Discussion regarding Section 14.3.76 of the Town of Argyle Town Development Standards regarding lighting and glare standards.

Director of Community Development Matt Jones presented information on the Town's lighting standards to the Council. Mr. Jones stated the Town's standards were comparable with Highland Village and Roanoke and only 0.05 foot candles higher than Trophy Club and Southlake. Mr. Jones explained the process used to measure the foot candles and insure compliance with the ordinance requirements.

Mayor Krueger allowed Terry Haefele an opportunity to speak. Ms. Haefele expressed concerns regarding lighting in the area of the tennis courts for Argyle High School. Mr. Jones stated that the property in question had been inspected by a third party inspector that stated that the school property is in compliance.

3. Discussion regarding a boundary adjustment along Crawford Road.

Mr. Frederiksen stated that the Town had been contacted by staff from the City of Denton regarding the boundaries between Denton and Argyle as it relates to Crawford Road. Mr. Frederiksen stated staff was seeking policy direction prior to discussions with the City of Denton.

4. Discussion regarding any regular session items.

The work session was adjourned at 7:05 pm.

C. CALL REGULAR SESSION TO ORDER

Mayor Krueger called the regular session to order at 7:12 p.m.

D. INVOCATION

E. PLEDGE OF ALLEGIANCE

F. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

1. Council Recognition of Students and Citizens
2. Town Council and Staff Presentations / Reports

Mr. Frederiksen updated the Council on one of the TML Committee's for the upcoming legislative session.

G. 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.

Alex Chrestopoulos, 413 Santa Fe Trail – Mr. Chrestopoulos spoke on behalf of his homeowner's association regarding issues related to the status of curbs and sidewalks in his neighborhood. Mr. Chrestopoulos also expressed concerns relating to property at the end of Cherokee Trail.

Wayne Fitch, 613 Charyl Lynn – Mr. Fitch stated that he was having difficulties with drainage on his property. Mr. Fitch reviewed pictures related to the history of drainage problems on his property.

H. CONSENT AGENDA:

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

1. Consider approval of a resolution approving an agreement for Animal Control Services with All American Dogs (AAD), for FY 2016-2017 and authorizing the Town Manager to

execute all documents related on behalf of the Town of Argyle. (*Resolution 2016-21, CLA 20160802*)

2. Consider approval of an Interlocal Agreement Public Safety Application Support and Maintenance with the Denton County Information and Technology Department and authorize the Town Manager to execute said agreement. (Renewal of existing contract). (*CLA 20160803*)

ACTION: Item H.1. and H.2.

APPROVED

Councilmember Teer moved to approve the consent agenda as presented. Councilmember Lamon seconded the motion. For: Unanimous. The motion passed 5 to 0.

I. NEW BUSINESS & PUBLIC HEARINGS:

1. Public Hearing: Hold a public hearing on a proposed property tax rate of \$0.39750 per \$100 assessed valuation for the tax year 2016 (Fiscal Year 2016 – 2017) for the Town of Argyle, which would increase total tax revenues from properties on the tax roll in the preceding year by 0.80% and set September 13, 2016 at 6:00 as the date and time for the second public hearing thereon. (Total tax rate for tax year 2016 remains unchanged from 2015 at \$0.3975 per \$100 of assessed value).

Finance Director Kim Collins reviewed the proposed property tax rate. Ms. Collins stated the proposed tax rate is the same as last years of \$0.3975, which raises total ad valorem revenue of \$2,124,541. Ms. Collins stated that the proposed tax rate raises \$81,097 more in ad valorem revenue than last year, of which, \$59,930 is from new value added to the tax roll. Ms. Collins stated a second public hearing on the proposed tax rate increase at the September 13, 2016 meeting.

Mayor Krueger opened the hearing to public comment. No individuals were signed in to speak. Mayor Krueger closed the hearing to public comment.

ACTION: Item I.1.

NO ACTION

No action was taken on Item I.1.

2. Public Hearing: Consider and take appropriate action on a specific use permit request (SUP-16-002) to allow for a Contractor's Office/Sales (No Outside Storage including Vehicles), being approximately 2.00 acres; being described as S. Chambers Survey, Tract 20, Town of Argyle, Denton County, Texas; and being located at 409 US 377.

Mr. Frederiksen advised the Council that staff discovered the applicant had vacated the property, therefore there was no need for the specific use permit.

Mayor Krueger opened the hearing to public comment. No one was signed in to speak. Mayor Krueger closed the hearing to public comment.

ACTION: Item I.2.

DENIED

Mayor Pro Tem Hasty moved to deny the specific use permit request. Councilmember Haynes seconded the motion. For: Unanimous. The motion passed 5 to 0.

3. Public Hearing: Consider and take appropriate action on a zoning change request (Z-16-005) from SF-2.5 (Single Family Residential Estate 2.5 District) to PD (Planned Development) for Belmont Ridge, being approximately 61.58 acres; being described as Oak Tree Trails Addition, Lots 1-2, Town of Argyle, Denton County, Texas; and being located on the North side of E. Hickory Hill Road. **(Note: The applicant has withdrawn their request for a zoning change. No public hearing will be conducted, however, the Council may take action regarding the acceptance of the withdrawal).**

ACTION: Item I.3.

ACCEPT WITHDRAWAL

Mayor Pro Tem Hasty moved to accept the applicant's withdrawal of the zoning change request. Councilmember Hawkesworth seconded the motion. For: Unanimous. The motion passed 5 to 0.

4. Public Hearing: Conduct a public hearing and consider action authorizing the creation of Waterbrook of Argyle Public Improvement District No. 2 to undertake public improvements that confer a special benefit on property generally described as 101.350 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 Frenchtown Road.

Economic Development Consultant Trent Petty reviewed the application and steps in creating a public improvement district with the Council.

Mayor Krueger opened the hearing to public comment. No individuals were signed in to speak. Mayor Krueger closed the hearing to public comment.

ACTION: Item I.4.

APPROVED

Councilmember Haynes moved to approve a resolution authorizing the creation of the Waterbrook of Argyle Public Improvement District No. 2. Councilmember Hawkesworth seconded the motion. For: Unanimous. The motion passed 5 to 0.

5. Consider and take appropriate action on a site plan for a proposed single family residential residence, located on at 609 Walnut Street; being zoned OT-2 (Old Town 2 District); and being located in the Town of Argyle, Denton County, Texas.

Mr. Jones stated the site plan application is to allow for increased square-footage for a total of 3,300 square feet of living area and a three car garage flush with the front of the house.

Councilmember Hawkesworth inquired as to the size of the garage. The applicant stated that the proposed house design was actually a two car garage, the three car request was inadvertently left in from a previous submittal.

ACTION: Item I.5.

APPROVED

Councilmember Lamon moved to approve the site plan for a proposed single family residence at 609 Walnut Street. Mayor Pro Tem Hasty seconded the motion. For: Unanimous. The motion passed 5 to 0.

6. Consider and take appropriate action on a Site Plan (SP-16-004) for CVS Pharmacy; being an approximately 14,600 SQ FT Pharmacy; described as Schroetke Addition, Block A, Lot 1, Town of Argyle, Denton County, Texas; and being located at 111 FM 407.

Mr. Jones stated the applicant for CVS had resubmitted an application for site plan approval within the Office Retail zoning designation. Mr. Jones stated the property is along FM 407 and the applicant negotiated access to the north to provide for cross access, along with stub-outs to the east for future development. Mr. Jones stated the application met the setback, parking, drive-thru, height, lot coverage and landscaping requirements. Mr. Jones stated the application did not provide for additional tree plantings due to overhead electrical easement issues, however, the applicant would be paying into the tree mitigation fund. Mr. Jones stated the Planning and Zoning Commission unanimously approved the site plan request.

The Council held discussion with regard to traffic safety internally within the subject parking lot and the parking lot to the north. Discussion was also held with regard to site lighting and fence design standards.

Lance VanZant, representing the applicant, addressed questions the Council had with regard to internal traffic flow. Mr. VanZant stated the applicant was requesting a lighting exception for the minimum average due to front entrance lighting and lighting at the loading dock.

ACTION: Item I.6.

APPROVED

Mayor Pro Tem Hasty moved to approve a site plan for CVS Pharmacy on property described as Schroetke Addition, Block A, Lot 1 to include cedar capped fencing with metal capped posts and a denial of the waiver for the lighting standards. Councilmember Hawkesworth seconded the motion. For: Unanimous. The motion passed 5 to 0.

7. Consider and take appropriate action on a site plan (SP-16-006) for The Lakes of Argyle, a proposed subdivision on an approximately 111.36 acre tract of land in the T. White Survey, Abstract No. 1384, Tracts 20 and 21; Vineyard Hills Subdivision, Block 1, Lots 3, 4, and 5; Vineyard Hills Subdivision No. 2, Block A, Lots 2R and 3; and Restless Acres, Block A, Lot 1; and being located on the west side of US Highway 377 and the Union

Pacific Railroad, south of Old Justin Road and north of Harpole Road West, located in the Town of Argyle, Denton County, Texas.

Mayor Pro Tem Hasty recused himself due to a conflict of interest.

Mr. Jones reviewed the site plan including landscaping, fencing and hardscape plans.

Kosse Maykus, applicant, reviewed the site plan and associated documents. Mr. Maykus identified areas where a pavilion, arbor and fishing piers are proposed.

Council held discussions with regard to stamped concrete, screening of railroad tracks, screening of gas well site and fishing pier materials.

ACTION: Item I.7.

APPROVED

Councilmember Lamon moved to approve a site plan for The Lakes of Argyle. Councilmember Haynes seconded the motion. For: Teer, Lamon, Haynes and Hawkesworth. Opposed: None. Abstained: Hasty. The motion passed 4-0-1.

Mayor Pro Tem Hasty returned to his seat on the dias.

J. OLD BUSINESS:

1. Consider and take appropriate action on an ordinance amending the Chapter 12, Article 12.05 of the Code of Ordinances relating to traffic control devices.

Chief Tackett stated the ordinance was drafted at the request of the Council. Argyle ISD Superintendent Telena Wright stated she was speaking on behalf of the district. Dr. Wright stated that there were busses that would be impacted by the change. Dr. Wright stated Argyle ISD Chief Cairney had conducted traffic counts on the property during the previous school year. Dr. Wright stated she did not support the request for the No Left Turn sign. Chief Cairney stated he did not believe the request would be effective and would also negatively impact the resident of The Oaks.

Brad Graham, XXX, stated previous counts had indicated over 900 traffic counts per day. Mr. Graham suggested that busses and residents be allowed to make a left turn on to Cook Street.

Mayor Pro Tem Hasty moved to deny the ordinance amendment. The motion died for a lack of a second.

ACTION: Item J.1.

TABLED

Councilmember Haynes moved to table consideration of the ordinance amending. Mayor Pro Tem Hasty seconded the motion. For: Unanimous. The motion passed 5 to 0.

K. CONVENE INTO EXECUTIVE SESSION:

The Council did not convene into executive session.

L. 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)*

Councilmember Teer requested the Council look at reverse setbacks from gas wells.

Mayor Krueger requested discussion on parking along residential streets.

Councilmember Hawkesworth requested staff provide information on ditches needing to be cleaned out and Town liability as it relates to sidewalks.

M. ADJOURN

Mayor Krueger adjourned the meeting at 9:20 p.m.

Approved this 13th day of September, 2016.

Peggy Krueger, Mayor

Kristi Gilbert, Town Secretary



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Consider approval of a resolution supporting the retention of a full service post office and encouraging the United States Postal Service to retain and expand in its current location or expand in another location within the town limits of Argyle.

Requested by:

Mayor Pro Tem Joey Hasty and Councilmember Kay Teer

Staff:

Paul Frederiksen, Town Manager

Background:

The Town Council requested Staff to bring forward a discussion item and resolution regarding the space limitations of the Argyle Post Office located at 440 Highway US 377 N., Argyle, Texas 76226. The Argyle Post Office sits on approximately one (1) acre and is housed in a 5,000 square foot building owned by Helga Kelm & Company, Inc., located in Oakton, Virginia. For instance, in 2011, it served eleven (11) rural routes. A rural route is comprised of 500 deliveries on average. Currently, the Argyle Post Office serves seventeen (17) rural routes and it is anticipated that within five years, it will be serving 25 rural routes.

Staff Recommendation:

N/A

Requested Action:

Approve a Resolution recognizing the needs of the Argyle Post Office and supporting any potential new location within the Town limits of Argyle.

Attachments:

Resolution No. 2016-XX

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS SUPPORTING THE RETENTION OF A FULL SERVICE POST OFFICE AND ENCOURAGING THE UNITED STATES POSTAL SERVICE TO RETAIN AND EXPAND IN ITS CURRENT LOCATION OR EXPAND IN ANOTHER LOCATION WITHIN THE TOWN LIMITS OF ARGYLE.

WHEREAS, the Argyle Post Office located at 440 Highway 377 N., Argyle, Texas 76226 of the United States Postal Service (USPS) faces a severe shortage of space; and

WHEREAS, the service area covered by the Argyle Post Office is growing exponentially; and

WHEREAS, many Argyle citizens depend on mail service on a daily basis; and

WHEREAS, many Argyle citizens have limited means of travel to other are postal facilities, placing a significant hardship on said citizens; and

WHEREAS, under United States law, mail delivery is a basic and fundamental government function meant to bind the nation together by providing service to all communities and is essential to the well-being of a free and democratic society; and

WHEREAS, postal facilities often serve as an anchor of many central business districts and as a major focal point of rural and urban commercial neighborhoods; and

WHEREAS, the loss of a postal facility can severely impact the health of a business district or commercial neighborhood and pose a setback to local government community and economic development plans; and

WHEREAS, postal facilities located in business districts and commercial neighborhoods are often more accessible to the elderly, people with disabilities and households without a motor vehicle than other post offices; and

WHEREAS, many low- and moderate-income households do not have Internet access; and

WHEREAS, under current law USPS must undertake a formal public notification and comment period prior to closing a post office; and

WHEREAS, prior to relocating or expanding any postal facility, the Town of Argyle desires to have the Argyle Post Office maintain a presence in the Town of Argyle due to its central location in the service area;

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

SECTION 1. That the Town Council supports a resolution supporting the retention of a full service post office and encouraging the United States Postal Service to retain and expand in its current location or expanding in another location within the town limits of Argyle.

SECTION 2. That upon passage, this Resolution shall be transmitted to all relevant agencies and officials.

SECTION 3. To affirm its strong support for the men and women of the Argyle Post Office of the United States Postal Service.

SECTION 4. That this Resolution shall be in full force and effect from and after its passage and adoption

PASSED AND APPROVED this the 13th day of September, 2016.

Town of Argyle, Texas

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

Google Maps US Post Office



Imagery ©2016 Google, Map data ©2016 Google 20 ft



US Post Office



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of a resolution setting a public hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone for approximately \pm 101.350 acres generally located in the Town of Argyle, Texas in Denton County, and generally located: (1) east of U.S. Highway 377; (2) south of FM 407; and (3) north of Frenchtown.

Requested by:

Paul Frederiksen, Town Manager

Trent Petty, Petty & Associates, Town ED Consultant

Background:

On August 9, 2016, the Council approved the Development Agreement between the Town of Argyle and Terra Manna, LLC for the Waterbrook Development located on the Southeast corner of FM 407 and US 377. The development agreement included components related to the creation of the Public Improvement District (PID), as well as the creation of a Tax Increment Reinvestment Zone (TIRZ) which will be used to buy down the PID assessment on the project as well as reimburse eligible developer costs. The Council approved the creation of the PID by resolution at the August 23, 2016 meeting. The next step is to adopt a Resolution calling a public hearing to create the TIRZ.

The Resolution calls for the TIRZ public hearing to be conducted on September 27th. Accompanying that public hearing will be the TIRZ Project and Finance Plan and the TIRZ Feasibility Study. The public hearing is intended to provide the public an opportunity to comment on the TIRZ and provide feedback to Council. As a reminder, the Waterbrook Development Agreement deal points are recapped below.

WATERBROOK DEAL POINTS

1. The PID and TIRZ are both necessary for this project due to the extraordinary cost of extending the S1 sewer line to the project.
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 formally endorsed the TIRZ, but positive discussions continue. 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.

Summary of action on the Waterbrook of Argyle development:

April 26, 2016	Council approved zoning and Master Development Plan (MDP)
June 17, 2016	Petition filed with Town for creation of PID
June 28, 2016	Council accepted petition from owners to create a PID
August 9, 2016	Council approved Development Agreement
August 23, 2016	Council conducted public hearing and approved the creation of the PID

Financial Impact:

The developer has also escrowed with the Town funds to reimburse all Town expenses associated with reviewing the application.

Staff Recommendation:

Approval

Requested Action:

Approval

Attachments:

Resolution

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2016-XX

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE TOWN OF ARGYLE, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE TOWN SECRETARY OF ARGYLE, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE TOWN TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN

WHEREAS, the Town of Argyle, Texas (the “*Town*”), is authorized under Chapter 311 of the Texas Tax Code, as amended (the “*Act*”), to create a tax increment reinvestment zone within its Town limits;

WHEREAS, the Town Council of the Town (the “*Town Council*”) wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the Town (the “*Zone*”) with the boundaries being described in the metes and bounds attached as Exhibit A; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the Town not later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the Town Council has determined to hold a public hearing on September 27, 2016 on the creation of the Zone.

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

SECTION 1. A public hearing is hereby called for September 27, 2016, at 6:00 p.m. (or later) in the Argyle Town Hall, Council Chambers located at 308 Denton Street E, Argyle, Texas, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

SECTION 2. At such time and place the Town Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the Town Council may consider the adoption of an ordinance authorizing the creation of the Zone.

SECTION 3. Attached hereto as Exhibit B is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 4. The Town Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto in a newspaper of general circulation in the Town on or before September 19, 2016.

SECTION 5. Before the September 27, 2016 hearing concerning the Zone, the Town shall prepare or cause to be prepared a preliminary reinvestment zone financing plan.

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 13th DAY of SEPTEMBER, 2016.

Peggy Krueger, Mayor

ATTEST:

Kristi Gilbert, Town Secretary

APPROVED AS TO FORM:

Matthew Boyle, Town Attorney

EXHIBIT A

Metes and Bounds for the Zone

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

Town of Argyle Town Council
Notice of Public Hearing
On Creation of Reinvestment Zone

THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS WILL HOLD A PUBLIC HEARING ON SEPTEMBER 27, 2016, AT 6:00 P.M. (OR LATER) IN THE ARGYLE TOWN HALL, COUNCIL CHAMBERS LOCATED AT 308 DENTON STREET E, ARGYLE, TEXAS ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE TOWN OF ARGYLE AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY ±101.350 ACRES GENERALLY LOCATED IN THE TOWN OF ARGYLE, TEXAS IN DENTON COUNTY, AND GENERALLY LOCATED: (1) EAST OF U.S. HIGHWAY 377; (2) SOUTH OF FM 407; AND (3) NORTH OF FRENCH TOWN, AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE FOR PUBLIC INSPECTION DURING REGULAR BUSINESS HOURS FROM THE TOWN SECRETARY AT THE ARGYLE TOWN HALL. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE.



TOWN COUNCIL DATA SHEET



Agenda Item:

Consider approval of authorizing the Town Manager to execute a contract for branding and wayfinding services with Focus^{EDG}.

Staff:

Matt Jones, Director of Community Development

Background:

Town Staff prepared 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. Town Staff negotiated a contract with FocusEDG for branding and wayfinding services for your consideration. This contract has been reviewed by the Town Attorney.

Financial Impact:

The Argyle Economic Development Corporation (EDC) budgeted \$25,000 in their FY 2015-2016 Annual Budget to fund a Branding and Wayfinding Plan to be completed by a third party consultant.

Staff Recommendation:

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

Requested Action:

Consider approval of authorizing the Town Manager to execute a contract for branding and wayfinding services with FocusEDG

Attachments:

Focus^{EDG} Branding/Wayfinding Contract

This Environmental Graphic Design Services Agreement (“**Agreement**”) is made effective on July 7, 2016 (“**Effective Date**”), by and between the Town of Argyle (The Town), Texas, and FocusEGD, LLC (“**Company**”).

The parties agree as follows:

1. **Services**

Company shall perform environmental graphic design services for the Town of Argyle as set forth in Attachment A “**Services & Deliverables**”. The Services rendered by Company shall be completed as accurately and reasonably as possible within the time schedule set forth and consistent with the quality standards provided in Attachment A and B. The nature of the Services & Deliverables may be modified by The Town in writing at any time, with the written agreement of Company.

2. **Independent Contractor**

Company shall devote as much time and effort as are reasonably necessary to perform the duties that Company has agreed to undertake pursuant to this Agreement and shall devote its best efforts to the performance of the Services. The Services rendered by Company shall be provided as an independent contractor to The Town and nothing in this Agreement creates or shall be deemed to create the relationship of partners, joint venturers, employer-employee, or principal-agent between the parties.

3. **Insurance and Employees**

3.1 The Town shall not provide insurance coverage of any kind for Company or name Company as an additional insured on any of its insurance policies.

3.2 Company shall maintain liability insurance to cover errors or omissions including those that could occur in the course of undertaking the Services as contemplated hereunder.

3.3 Company will have sole and exclusive authority, control and responsibility for all of Company’s employees and agents (if any).

4. **Compensation**

4.1 Unless previously supplied to the Town of Argyle by Company, upon execution of this Agreement, Company will return IRS Form W-9, “Request for Taxpayer Identification Number and Certification”.

4.2 The Town will pay Company for the Services rendered in the amounts provided in Attachment A (the “**Fee**”). Company will issue invoice(s) to

The Town upon completion of phases of Services. Invoice(s) will specifically detail those portions of the Services that have been performed such that payment is due and will detail all out-of-pocket expenditures of Company for which reimbursement is sought from The Town with no markup beyond Company's own costs. Company shall furnish all equipment, materials and labor used to perform the Services and is responsible for payment of all ordinary and necessary expenses arising from performance of the Services.

- 4.3 The Town shall, upon the submission by Company of appropriate written substantiation, reimburse Company for ordinary and necessary business expenses, including travel, lodging, transportation and communication costs (e.g. telephone and fax) reasonably incurred by Company in connection with the provision of the Services.

5. **Ownership of Work**

Company acknowledges that any work prepared by Company under this Agreement shall be considered "work-made-for-hire" as defined in the United States Copyright Act of 1976 and the exclusive property of The Town unless otherwise specified. To the extent such Work may not be deemed "work for hire" under applicable law, Company assigns, grants, and licenses to The Town all right, title, and interest, including copyright and including all modes or means, in and to the Work; Company retains no ownership rights whatsoever in the Work except as specifically described in this Agreement. "**Work**" shall include, but not be limited to all material and information created by Company in the course of or as a result of Company's engagement, with notes, drawings, memoranda, correspondence, documents, records, notebooks, flowcharts, computer programs and source and object codes regardless of the medium in which they are fixed. It is understood and accepted that Company will receive no royalty or other compensation from The Town for this assignment, grant, and license of the copyright except as is set forth herein. The copyright notices and registrations for the Work will be in The Town's name; and The Town will pay all expenses necessary for registering the copyright and recording its assignment. Company will execute any documents in connection with the copyright registration or assignment as The Town may reasonably request. For the avoidance of doubt, this provision does not apply to any of Company's conceptions, ideas, inventions, discoveries, improvements, formulas and formulations, products and other property and work product that results from, arises out of, or relates to any consulting services performed by Company to or for any persons or entities other than The Town.

6. **Indemnification**

Each party (each, in such capacity, the "**Indemnifying Party**") shall indemnify, defend, save and hold harmless the other party, its affiliates and their respective officers, directors, employees and agents (each, in such capacity, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), from claims arising in any manner, directly or indirectly, out of or in connection with or in the course of or incidental to, any of Indemnitor's work or obligations hereunder or in connection herewith. The Indemnifying Party's obligations

hereunder will only apply if the Indemnified Party notifies the Indemnifying Party promptly in writing as to any such claim, action, or demand. If The Town is the Indemnified Party, The Town will have the right, at its election, to employ its own legal counsel, at its expense, without waiving the Indemnifying Party's obligations to indemnify or defend. In such case, the Indemnifying Party shall not settle or compromise any claim or consent to the entry of any judgment without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld) and without an unconditional release of all liability by each claimant or plaintiff to the Indemnified Party.

7. **Term, Termination, and Expiration**

- 7.1 This Agreement will remain in effect from the Effective Date until Company has successfully completed the entire Services & Deliverables and The Town has paid the required Fee(s) to Company, (the "**Term**"), unless extended or terminated earlier by one or both of the parties.
- 7.2 Either party may terminate this Agreement with or without cause (i) by the written agreement of both parties, or (ii) with thirty (30) days written notice to the other party of a material breach of the obligations of the other party, which breach has not been cured to the reasonable satisfaction of the party giving notice of termination within that thirty (30) day period.
- 7.3 Upon expiration or termination of this Agreement, the performance of any and all Services shall stop. The Town's obligation to pay the Fees and reimburse expenses (if any) described in Paragraph 3 herein shall cease, effective as of the date of termination; provided, however, that The Town shall remain obligated to pay such Fees and/or reimburse such expenses as have already been properly incurred prior to the date of termination. The foregoing notwithstanding, this Agreement shall terminate automatically in the event either party shall be adjudged bankrupt or become insolvent or make an assignment for the benefit of creditors, or be placed in the hands of a receiver or Trustee in bankruptcy.
- 7.4 Upon expiration or termination of this Agreement, each party will promptly return to the other party all of the other party's data, lists, labels, records, confidential information, parts or materials of whatever nature or kind, and regardless of format or medium, including any copies. Company will also provide to The Town all incomplete work or work in progress that was intended to be delivered as part of the Services & Deliverables.

8. **Confidentiality**

- 8.1 During the Term of this Agreement and thereafter, each party shall use and reproduce the other party's Confidential Information (as defined below) only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the

other party's Confidential Information to its officers, directors, employees, contractors, and other agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

8.2 Notwithstanding the foregoing, it shall not constitute a breach of this Agreement for either party to disclose the other party's Confidential Information if required to do so under law or in judicial or other governmental investigations or proceedings, provided the other party has been given prior written notice and provided the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

8.3 As used in this Agreement, the term "Confidential Information" refers to (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, organizational and/or operational plans, strategies, methods, and/or practices; and (iii) any other information relating to either party or its business or organization that is not generally known to the public, including but not limited to information about either party's employees, contractors, agents, products, services, members, customers, marketing strategies, or future plans.

8.4 Notwithstanding the foregoing, Confidential Information does not include: (i) information that is in the public domain as of the Effective Date or that subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party that is reasonably known by the receiving party to have a legal right to transmit such information and to not keep such information confidential; and (iv) information independently developed by either party's employees or agents, provided that such party can demonstrate that such employees or agents had no access to the Confidential Information.

9. **Assignment**

Neither party may assign this Agreement, in whole or in part without the express written consent of the other. This Agreement will inure to the benefit of the assigning party's successors, assignees, licensees and grantees and associated, affiliated entities and/or subsidiaries of the assigning party, as the case may be.

10. **No Third Party Benefit**

This Agreement is intended to benefit only the parties hereto; otherwise no other person or entity other than the parties' successors in interest and assigns has or shall acquire any rights hereunder.

11. **Governing Law and Consent to Personal Jurisdiction**

This Agreement is governed by, and will be enforced under and construed in accordance with the laws of the State of Texas, without giving effect to any conflict-of-law provisions or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any state or similar jurisdiction other than the State of Texas. Each Party hereby consents to the personal jurisdiction of the federal, state, and district courts located in Dallas County, Texas for any lawsuit filed, arising from or relating to this Agreement or any arbitration under this Agreement.

12. **Dispute Resolution**

The parties will first attempt to settle any claim, controversy or dispute (individually and collectively referred to as "***Dispute***") arising out of this Agreement through consultation and negotiation in good faith with a spirit of mutual cooperation. In the event the parties are unable to reach a mutual agreement to settle such Dispute within thirty (30) days of notice to the other of a Dispute, such Dispute shall be resolved by arbitration by a single arbitrator engaged in the practice of law, in accordance with the applicable rules of the American Arbitration Association and any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees and will share equally in the fees and expenses of the arbitrator. The foregoing notwithstanding, the arbitrator may apportion all costs and expenses of arbitration including the arbitrator's fees and expenses, reasonable attorneys' fees, and fees and expenses of experts, between the prevailing and non-prevailing party as the arbitrator deems fair and reasonable. Either party may apply to a court of competent jurisdiction to enforce the arbitrator's award, and if enforcement is ordered, the party against which the order is issued shall pay the costs and expenses of the other party in obtaining such order, including reasonable attorney fees and expenses. The parties agree that monetary damages may be inadequate and either party shall be entitled to seek specific performance of the arbitrator's decision from a court of competent jurisdiction, in addition to any other appropriate relief or remedy. The validity of all claims shall be determined under federal law.

13. **Attorneys' Fees**

In any action for injunctive declaratory or other equitable relief is brought to enforce the above stated agreement to arbitrate or to enforce the restrictive covenants of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the arbitrator in the same action or in a separate action brought for that purpose, in addition to any relief to which the party may be entitled.

14. **Force Majeure**

Neither the Company nor The Town shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Such acts shall include, but not be limited to, acts of God, civil or military authority, acts or threats of terrorism, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, government regulation or advisory (including governmental advisories, quarantines, curfews, epidemics, and pandemics) or any other events beyond the Company's or The Town's reasonable control making it illegal, impossible or commercially impracticable to fulfill its obligations under the terms of this Agreement.

15. **Severability and Reformation**

The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. If, however, any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision.

16. **Company's Representations and Warranties**

As a material inducement for The Town to enter into this Agreement, Company represents and warrants that:

- 16.1 Company and any Company employees or agents are professionally trained and duly qualified and have the experience and expertise to perform the Services and such Services shall be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry;
- 16.2 Company has sufficient time to dedicate to the provision of Services to ensure Services are completed within any timeframes or deadlines set forth in this Agreement, including any Attachments appended hereto;
- 16.3 Company and any Company employees or agents shall perform all Services in compliance with all applicable federal and state laws, statutes, rules, regulations and orders;
- 16.4 The execution, delivery and performance of this Agreement by Company does not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which Company is a party or by which Company is bound;
- 16.5 Company's Services do not infringe or violate any copyright, contract, proprietary, privacy or personal right of others (including without limitation, protected health information);

- 16.6 Company is not a party to or bound by any employment agreement, non-compete agreement or confidentiality agreement with any other person or entity involved in or related to the business of The Town;
- 16.7 Company will not use confidential information or trade secrets of any third-party in connection with the performance of Company's duties hereunder;
- 16.8 this Agreement constitutes the valid and binding obligation of Company, enforceable against Company in accordance with its terms; and
- 16.9 Company will not act in a manner that will detrimentally affect the operations, prospects, or reputation of The Town.

17. **Remedies**

In the event of a breach of this Agreement by Company, The Town shall be entitled to all appropriate legal relief, including but not limited to, (i) an injunction to enforce this Agreement or prevent conduct in violation of this Agreement; (ii) damages incurred by The Town as a result of breach; and (iii) attorneys' fees and costs incurred by The Town in enforcing the terms of this Agreement.

18. **No Waiver**

The failure of either party to insist upon strict performance of any obligation hereunder by the other party, irrespective of the length of time for which such failure continues, shall not be a waiver of its right to demand strict compliance in the future. No consent or waiver, express or implied, by either party to or of any breach or default in the performance of any obligation hereunder by the other party shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

19. **Notices**

All notices and other communications with respect to this Agreement must be in writing and either (a) hand delivered by the party giving such notice or by a recognized overnight delivery service which requires a written receipt of delivery with all charges paid by the sender; or (b) sent by certified or registered mail, return receipt requested, with all postage and charges prepaid by the sender.

If to The Town: Town of Argyle
 308 Denton Street
 Argyle, Texas 76226
 Attn: Matt Jones

If to Company: 1909 Woodall Rodgers Fwy.
Suite 415
Dallas, Texas 75201
Attn: Chris Bauer

20. **Counterparts**

This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable means (*for example: scanned and sent via email*) shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means shall in all respects be considered an original.

21. **Survival**

Paragraphs 2, 3, 5, 6, 8 and 15 shall survive termination of this Agreement for any reason.

22. **Entire Agreement**

This Agreement (including any Exhibits or Attachments hereto) and specifically referenced herein) constitutes, represents, and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior and contemporaneous agreements, understandings, negotiations and discussions between the Parties and all such matters are merged in to this Agreement. The terms of this Agreement are not to be interpreted, explained or supplemented by evidence of trade usage or prior course of dealings. Each of the Parties acknowledges that none of them has made, and is not making, any representations or warranties whatsoever, express or implied, regarding any subject matter provided for in this Agreement, except as specifically set forth in this Agreement. In entering into this Agreement, no Party has relied in any way, upon any express or implied agreement, representation, warranty or statement of any the other Party except for the representations and warranties specifically set forth in this Agreement. Through all phases of the negotiation and execution of this Agreement, and all the issues that have arisen relating to this Agreement prior to the execution hereof, the parties have had to the opportunity to be represented by competent legal counsel of their choosing. Each party had substantial opportunities to consult with its legal counsel regarding each and every term of this Agreement, and has freely done so as they have deemed necessary. Each of the Parties acknowledges that they have relied solely upon their own judgment in entering into this Agreement. The individuals signing this Agreement have the authority to act as agents of their representative organizations.

AGREED AND ACCEPTED:

COMPANY

By: _____

Printed Name: _____

Its: _____

Date: _____

THE TOWN OF ARGYLE

By: _____

Printed Name: _____

Its: _____

Date: _____



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

Attachment A

This Proposal is made as of this the 6th day of September in the year 2016.

Owner: Town of Argyle
308 Denton Street, PO Box 609
Argyle, Texas 76226

Consultant: focusEGD. LLC (FEGD)
1909 Woodall Rodgers Freeway
Suite 415
Dallas, Texas 75201

Project: Town of Argyle
Branding, Place-Making & Wayfinding Project
Argyle, Texas

ARTICLE 1: CONSULTANT'S RESPONSIBILITIES

1.1 SCOPE OF BASIC SERVICES

1.1.1 The Consultant shall perform as Basic Services environmental graphics services, Planning, Conceptual Design and Design Development / Design Standards Documentation. Bidding and Contract Administration services are not included.

1.1.2 The following sign elements are anticipated in the FocusEGD scope:

EXTERIOR

To be discussed and determined during the Planning Phase

1.2 GENERAL RESPONSIBILITIES OF THE CONSULTANT

1.2.1 The Consultant shall coordinate their services with the Owner and other consultants as may be necessary and requested by the Owner to the extent that the Consultant's services relate to the other consultant's services.

1.2.2 The Consultant and their team shall attend project planning and design work sessions and presentation meetings, and shall prepare written meeting reports regarding all discussions pertaining to the graphic services, and distribute copies to the Owner and others as may be necessary and requested by the Owner. Meetings are assumed to be in Argyle, Texas, and presentations are assumed to be via electronic means, unless otherwise noted in this proposal. Written reports shall mean a document that sets out the items as required by a particular section.

1.3 PLANNING PHASE

- 1.3.1** The Consultant and their team shall provide the following services:
- Attend a kick-off meeting with the Owner and other stakeholders to understand the essence and brand of Argyle and reconfirm the goals and vision for the Project.
 - Tour Argyle and its districts with the Owner and other stakeholders to hear first hand about the history and culture of the Town.
 - Gather information regarding the conditions of the roadways to determine which local, state, and federal codes could be applied to wayfinding elements throughout the Town.
 - Draft a document setting out an understanding of the brand and align the understanding of the brand with the goals and visions for the Project.
 - Collaborate and develop with the design team, opportunities for place-making and wayfinding solutions. Consultant to identify said solutions in a written report.
 - Collaborate and develop with the design team, potential landscape elements and other details such as scale, logo usage, and element locations, and provide a written report setting out said elements and details.
 - Develop and provide a written report setting out preliminary hierarchy for element types based on location, function and vocabulary, and place-making and wayfinding planning.

1.4 CONCEPTUAL DESIGN PHASE

- 1.4.1** The Consultant and their team shall provide the following services:
- Develop ideas that address the issues and goals observed / identified during the Planning Phase.
 - Develop and prepare potential economic opportunities and points of interest on a universal scale - big picture solutions, pros and cons.
 - Prepare design concepts inclusive of the locations, signage elements, branding opportunities, landscape enhancements and other features.
 - Develop preliminary sign counts and element descriptions required to define the scope and budget.
 - Develop a project schedule.
 - Present design concepts to Owner and other stakeholders.
 - Provide a written report setting out the above.
 - One to two meetings anticipated.

1.5 DESIGN DEVELOPMENT PHASE

- 1.5.1** The Consultant and their team shall provide the following services:
- Refine the designs of the Conceptual Design 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
 - Prepare design concept, materials, maintenance, upkeep, landscape upkeep, and anticipated longevity of the methods proposed.
 - Develop and illustrate how brand integration throughout the system would be achieved.
 - Develop and illustrate how the landscape development will inform the sense of arrival into Argyle and enrich the sense of place at town entrance points and key locations within the town limits.
 - Develop and illustrate how the landscape development will enhance the wayfinding by calling attention to the wayfinding devices and marking destinations.
 - Present design concepts to Owner and other stakeholders.
 - Provide a written report setting out the above.
 - One meeting is anticipated.
 - 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.
 - Present playbook and manuals to Owner and other stakeholders.
 - One meeting is anticipated.

ARTICLE 2: ADDITIONAL SERVICES NOT COVERED BY THIS PROPOSAL OR CONTRACT

- 2.1** The following services shall be Additional Services and not included in the scope of Basic Services and the Consultant shall be compensated for such services according to this Agreement, or as otherwise agreed:
- 2.1.1** Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner, or by adjustments in the Owner's program or Project budget; or required by the enactment or revision of applicable laws or codes.
- 2.1.2** Providing services in connection with the default of the general contractor, sign installation contractor, by major defects or deficiencies in the Work, or by failure of performance of either the Owner or any contractor.

Town of Argyle
Branding, Place-Making & Wayfinding
6 September 2016

- 2.1.3 Providing the services of Consultant for structural, mechanical, electrical, engineering services, or for any disciplines not included as part of Basic Services.
- 2.1.4 Providing services as necessary for the preparation of digital vector artwork made necessary as a result of any change made by the Owner in scope or concept selection of the Project.
- 2.1.5 Preparation of materials to assist Owner in presenting the design concept for variance to governmental agencies having jurisdiction over the project.
- 2.1.6 Assisting and/or representing the Owner to governmental agencies having jurisdiction over the Project
- 2.1.7 Providing services for interpretation of for any multi-language needs.
- 2.1.8 Providing any Bidding and Contract Administration services.

ARTICLE 3: OWNER'S RESPONSIBILITIES

- 3.1 The Owner shall provide all information reasonably necessary in a timely manner regarding requirements for and limitations of the Project. Such information shall be provided at the Owner's expense and the Consultant shall be entitled to rely upon its accuracy and completeness.
- 3.2 Information to be provide includes, at the least, the following:
 - Background information at each site if available (survey, utilities, etc.).
 - Pertinent Town of Argyle historical information.
 - Documentation of proposed/future roadway improvements.
 - Any existing comprehensive or master plan documentation, demographics studies, etc.
 - Proposed or planned future development projects that may be prime destinations.
 - Vector art of the logo and brand standards documentation.
- 3.3 The budget for the Design Portion of Work as outlined in this proposal is \$25,000. The Owner shall provide information on an implementation and construction budget and Phasing, if any.

Town of Argyle
Branding, Place-Making & Wayfinding
6 September 2016

ARTICLE 4: COMPENSATION AND PAYMENTS TO THE CONSULTANT

4.1 CONSULTANT'S FEE FOR BASIC SERVICES

Planning, Conceptual Design and Design Development / Design Standards Documentation.:

Lump Sum Fee: \$23,000	
Planning Phase:	\$8,300
Conceptual Design:	\$8,300
Design Development & Documentation:	\$6,400

4.2 REIMBURSABLE EXPENSES

In addition to the compensation defined above, the Consultant shall be reimbursed at actual cost for all out-of-pocket expenses incurred on behalf of the Project, such as plotting, printing, reproduction, samples, subsistence and other travel expenses while in travel status, mileage, long distance telephone charges, shipping and delivery charges, postage, courier and overnight delivery charges.

Estimated Reimbursables: \$2,000

4.3 HOURLY RATE SCHEDULE FOR ADDITIONAL SERVICES

Principal	\$190
Chris Bauer, Olliran Johnson, David McCaskill, Robbie Good	
Vice President	\$165
Peter Reed, Andy Cousins, Jeremy Blad	
Associate	\$115
Marlon Coleman	
Professional Staff	\$90
Kayla Verros, Jenn Sanchez	

These rates are valid for one year from the date of this Agreement. After that time, the rates may increase, at the option of the Consultant, by 5% per year.

4.4 ADDITIONAL SERVICES OF CONSULTANTS OUTSIDE OF SCOPE

4.4.1 For additional services shown in Article 2 shall be billed as follows: Services performed by Principal \$218.50; Services performed by Vice President \$189.75; Services performed by Associate \$132.25; Services performed by Professional Staff \$103.50.



TOWN COUNCIL DATA SHEET

**Agenda Item:**

Hold a public (second) hearing on a proposed property tax rate of \$0.39750 per \$100 assessed valuation for the tax year 2016 (Fiscal Year 2016 – 2017) for the Town of Argyle, which would increase total tax revenues from properties on the tax roll in the preceding year by 0.80% (Total tax rate for tax year 2016 remains unchanged from 2015 at \$0.3975 per \$100 of assessed value).

Staff:

Paul Frederiksen, Town Manager
Kim Collins, Director of Finance

Background:

The Texas Property Tax Code, Chapter 26, requires municipalities to comply with truth-in-taxation laws in adopting their tax rates. The Town is required by the Code to hold two public hearings and publish a notice in the newspaper and on the web site before adopting a tax rate that exceeds the lower of the effective tax rate or the rollback rate. The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue from the same properties in both the 2015 tax year and the 2016 tax year (2015 properties at 2016 DCAD valuation). This calculation is designed to help the public evaluate the relationship between taxes for the current year and taxes that the proposed tax rate would produce. The Town of Argyle's effective tax rate is \$0.394355 per \$100 assessed valuation. Our proposed tax rate is unchanged at \$0.3975 per \$100 assessed valuation. Proposing the \$0.3975 per \$100 valuation tax rate that exceeds the calculated effective rate by .003 triggers the two public hearings.

On August 9, 2016, the Town Council received a briefing on the Proposed FY2017 Annual Budget and approved Resolution 2016-16 proposing the adoption of a total ad valorem tax rate for the Fiscal Year 2017 of \$0.39750 per \$100 (which exceeds the effective rate) of assessed valuation and set two public hearings on same. The Town conducted the first public hearing on August 23, 2016. Tonight is the second public hearing. Council will vote on the proposed budget and tax rate at the September 27, 2016 Council meeting.

Requested Action:

No action required. Staff will make a presentation on those portions of the proposed total annual budget that impact the total tax rate (subject of the public hearing), including information concerning the date, time and place of the adoption of the annual budget and tax rate. The notice of public hearing has also been published on the Town's website as required by the Tax Code.



TOWN COUNCIL DATA SHEET



Effects of the Proposed Tax Rate

2-Year comparison of the average taxable value of a homestead (calculated by DCAD):

	<u>FY 2016</u>	<u>FY 2017</u>
Average taxable value of homestead	\$357,712	\$374,804
Tax amount at \$0.39750 per \$100 of taxable value	\$1,421.91	\$1,489.85
Difference between the Proposed FY 2017 Tax Rate of \$0.39750 and FY 2016 Adopted Tax Rate		+ \$ 67.94

PUBLIC HEARING DATES per Resolution 2016-16:

First Public Hearing	Tuesday, August 23, 2016 at 6:00 p.m.
Second Public Hearing	Tuesday, September 13, 2016 at 6:00 p.m.
Vote on Annual Budget and Tax Rate	Tuesday, September 27, 2016 at 6:00 p.m.

Attachments:

1. A copy of *Notice of 2016 Tax Year Proposed Property Tax Rate for the Town of Argyle*
2. *Summary of Proposed FY 2016-2017 Annual Budget* (all funds)
3. *Proposed FY 2016-2017 Annual Budget Summaries* (Attachment 3 from August 9th budget memorandum)

NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR TOWN OF ARGYLE

Item 1.1

A tax rate of \$0.397500 per \$100 valuation has been proposed by the governing body of TOWN OF ARGYLE. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of TOWN OF ARGYLE proposes to use revenue attributable to the tax rate increase for the purpose of increases to medical insurance, mowing and road maintenance, and police services.

PROPOSED TAX RATE	\$0.397500 per \$100
PRECEDING YEAR'S TAX RATE	\$0.397500 per \$100
EFFECTIVE TAX RATE	\$0.394355 per \$100
ROLLBACK TAX RATE	\$0.419292 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for TOWN OF ARGYLE from the same properties in both the 2015 tax year and the 2016 tax year.

The rollback tax rate is the highest tax rate that TOWN OF ARGYLE may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Michelle French
Denton County Tax Assessor-Collector
1505 E. McKinney Street Denton, TX 76209
940-349-3500
michelle.french@dentoncounty.com
tax.dentoncounty.com

You are urged to attend and express your views at the following public hearings on proposed tax rate:

First Hearing: 08/23/2016 6:00 PM at Argyle Town Hall
308 Denton Street Argyle, TX 76226

Second Hearing: 09/13/2016 6:00 PM at Argyle Town Hall
308 Denton Street Argyle, TX 76226

TOWN OF ARGYLE
Proposed Annual Program of Services
Fiscal Year 2016 - 2017

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>GENERAL FUND</u>					
REVENUES					
Ad valorem tax	1,471,804	1,545,640	1,545,640	1,627,206	
Sales tax	399,332	367,200	460,224	460,224	
Franchise tax	388,363	370,000	378,000	370,000	
Municipal court	226,490	192,000	255,000	255,000	
Permits & registrations	44,737	36,900	33,650	38,950	
Construction permits	282,199	208,600	185,756	194,600	
Development	39,716	48,762	63,762	128,930	
Other revenues	24,354	9,800	12,650	9,000	
Transfers In	43,300	73,300	48,300	119,193	
Other Proceeds	12,500	-	10,398	-	
TOTAL REVENUES	2,932,793	2,852,202	2,993,380	3,203,103	12.30%
EXPENDITURES					
<u>Town Council - 110</u>					
Personnel	92	33	93	93	
Supplies & Contracted Services	27,092	34,600	28,177	36,302	
Transfers	-	-	-	-	
Total City Council	27,184	34,633	28,270	36,395	5.09%
<u>Administration - 120</u>					
Personnel	353,986	403,139	404,619	330,856	
Supplies	11,107	6,400	4,900	5,100	
Contracted Services	183,642	161,040	166,622	165,195	
Repair & Maintenance	8,998	8,000	8,000	8,000	
Capital Outlay	-	-	-	-	
Total Administration	557,733	578,579	584,141	509,151	-12.00%
<u>Finance - 130</u>					
Personnel	106,513	112,028	112,411	150,227	
Supplies	-	-	-	-	
Contracted Services	10,385	15,500	15,500	14,330	
Total Finance	116,898	127,528	127,911	164,557	29.04%
<u>Municipal Court - 135</u>					
Personnel	67,650	64,596	64,971	55,058	
Supplies	841	900	900	900	
Contracted Services	21,041	21,000	20,000	25,300	
Total Municipal Court	89,532	86,496	85,871	81,258	-6.06%
<u>Information Technology - 140</u>					
Personnel	-	-	-	-	
Supplies	335	550	550	550	
Contracted Services	7,303	10,500	5,900	7,000	
Repair & Maintenance	14,836	9,250	7,300	11,900	
Capital Outlay	47,625	29,800	10,400	13,000	
Total Information Technology	70,099	50,100	24,150	32,450	-35.23%
<u>Police Administration - 210</u>					
Personnel	320,676	300,224	306,416	331,672	
Supplies	8,679	5,900	5,700	5,700	
Contracted Services	68,398	94,889	83,390	97,040	
Repair & Maintenance	3,810	7,250	7,250	7,250	
Capital Outlay	-	-	-	-	
Total Public Safety Administration	401,563	408,263	402,756	441,662	8.18%

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>Police Operations - 212</u>					
Personnel	532,973	565,750	550,384	658,338	
Supplies	27,089	41,000	31,000	31,000	
Contracted Services	9,029	13,960	11,250	13,960	
Repair & Maintenance	19,662	19,300	19,800	19,300	
Capital Outlay	22,833	5,250	-	3,500	
Total Police Operations	611,586	645,260	612,434	726,098	12.53%
<u>Animal Control - 220</u>					
Contracted Services	11,200	11,500	11,500	13,200	
Total Animal Control	11,200	11,500	11,500	13,200	14.78%
<u>Community Devel. Administration - 410</u>					
Personnel	112,847	120,033	120,598	170,027	
Supplies	243	1,100	2,716	1,100	
Contracted Services	61,320	84,700	42,500	81,000	
Total Development Administration	174,410	205,833	165,814	252,127	22.49%
<u>Community Devel. Inspections - 412</u>					
Supplies	193	300	300	300	
Contracted Services	167,277	145,000	126,800	157,000	
Repair & Maintenance	-	-	-	-	
Capital Outlay	-	-	-	-	
Total Development Inspections	167,470	145,300	127,100	157,300	8.26%
<u>Street Maint. Administration - 510</u>					
Personnel	129,409	138,703	138,753	189,203	
Supplies	3,240	5,800	5,100	5,100	
Contracted Services	32,783	28,008	28,010	29,289	
Repair & Maintenance	1,422	2,100	1,850	2,100	
Capital Outlay	-	600	600	600	
Total Public Works Administration	166,854	175,211	174,313	226,292	29.15%
<u>Street Maintenance - 520</u>					
Personnel	142,030	168,927	169,535	247,635	
Supplies	33,336	48,650	41,650	49,150	
Contracted Services	31,931	58,000	51,025	64,475	
Repair & Maintenance	38,413	61,500	31,000	73,500	
Debt Service	-	-	-	-	
Capital Outlay	3,921	1,100	86,400	1,100	
Total Street Maintenance	249,630	338,177	379,610	435,860	28.89%
<u>Transfers to Other Funds - 710</u>					
Transfers out	-	-	225,000	500,000	
Transfer to Equip. Repl. Fund	50,000	45,000	45,000	45,000	
Total Transfers Out	50,000	45,000	270,000	545,000	
TOTAL EXPENDITURES	2,694,158	2,851,879	2,993,870	3,621,351	26.98%
REVENUES OVER/ (UNDER) EXPENDITURES	238,634	323	(490)	(418,248)	
BEGINNING FUND BALANCE	1,680,523	1,919,158	1,919,158	1,918,668	
ENDING FUND BALANCE	1,919,158	1,919,481	1,918,668	1,500,420	

TOWN OF ARGYLE
Proposed Annual Program of Services
Fiscal Year 2016 - 2017

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>SPECIAL REVENUE FUNDS</u>					
ECONOMIC DEVELOPMENT FUND - 210					
REVENUES	202,088	184,360	241,412	231,237	25.43%
EXPENDITURES	133,673	260,916	298,480	196,110	-24.84%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>68,414</u>	<u>(76,556)</u>	<u>(57,068)</u>	<u>35,127</u>	
CRIME CONTROL & PREVENTION FUND - 220					
REVENUES	103,265	95,080	115,618	115,618	21.60%
EXPENDITURES	108,288	139,187	138,519	142,962	2.71%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(5,023)</u>	<u>(44,107)</u>	<u>(22,901)</u>	<u>(27,344)</u>	
STREET MAINTENANCE SALES TAX FUND - 230					
REVENUES	100,616	92,080	115,718	115,618	25.56%
EXPENDITURES	94,950	145,000	99,048	145,000	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>5,666</u>	<u>(52,920)</u>	<u>16,670</u>	<u>(29,382)</u>	
BUILDING MAINTENANCE FUND - 235					
REVENUES	-	25,000	25,000	25,000	0.00%
EXPENDITURES	-	25,000	-	25,000	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>-</u>	<u>-</u>	<u>25,000</u>	<u>-</u>	
COURT TECHNOLOGY FUND - 240					
REVENUES	7,646	7,730	9,060	8,440	9.18%
EXPENDITURES	6,226	12,600	8,800	7,700	-38.89%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>1,419</u>	<u>(4,870)</u>	<u>260</u>	<u>740</u>	
COURT SECURITY FUND - 241					
REVENUES	5,824	5,830	6,840	6,360	9.09%
EXPENDITURES	-	11,500	6,000	7,500	-34.78%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>5,824</u>	<u>(5,670)</u>	<u>840</u>	<u>(1,140)</u>	
KEEP ARGYLE BEAUTIFUL FUND - 250					
REVENUES	-	200	N/A	N/A	
EXPENDITURES	-	12,500	N/A	N/A	
REVENUES OVER/ (UNDER) EXPENDITURES	<u>-</u>	<u>(12,300)</u>	<u>-</u>	<u>-</u>	

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
PARKLAND DEDICATION FUND - 255					
REVENUES	35,279	45,170	33,881	42,280	-6.40%
EXPENDITURES	12,011	114,000	7,500	300,000	163.16%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>23,268</u>	<u>(68,830)</u>	<u>26,381</u>	<u>(257,720)</u>	
TREE REFORESTATION - 256					
REVENUES	29	20	20	5	-75.00%
EXPENDITURES	-	4,000	-	5,000	25.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>29</u>	<u>(3,980)</u>	<u>20</u>	<u>(4,995)</u>	
LEOSE TRAINING FUND - 260					
REVENUES	1,202	1,200	1,190	1,190	-0.85%
EXPENDITURES	961	2,000	382	785	-60.75%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>241</u>	<u>(800)</u>	<u>808</u>	<u>405</u>	
POLICE DONATIONS FUND - 265					
REVENUES	4,244	4,260	4,614	4,660	9.39%
EXPENDITURES	2,977	7,000	4,500	7,000	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>1,268</u>	<u>(2,740)</u>	<u>114</u>	<u>(2,340)</u>	
SENIOR CITIZEN ORGANIZATION - 270					
REVENUES	1,633	1,442	1,322	1,210	-16.09%
EXPENDITURES	924	1,200	1,600	1,200	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>709</u>	<u>242</u>	<u>(278)</u>	<u>10</u>	

TOWN OF ARGYLE
Proposed Annual Program of Services
Fiscal Year 2016 - 2017

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>CAPITAL PROJECTS FUNDS</u>					
CAPITAL IMPROVEMENTS FUND - 310					
REVENUES	4,138	700	125,624	1,300,100	185628.57%
EXPENDITURES	23,129	66,001	66,001	1,375,000	1983.32%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(18,991)</u>	<u>(65,301)</u>	<u>59,624</u>	<u>(74,900)</u>	
ROADWAY IMPACT FEES FUND - 320					
REVENUES	100,128	138,510	106,507	119,008	-14.08%
EXPENDITURES		-	-	-	
REVENUES OVER/ (UNDER) EXPENDITURES	<u>100,128</u>	<u>138,510</u>	<u>106,507</u>	<u>119,008</u>	
EQUIPMENT REPLACEMENT FUND - 330					
REVENUES	50,224	20,200	20,200	20,100	-0.50%
EXPENDITURES	75,647	32,750	-	34,000	3.82%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(25,424)</u>	<u>(12,550)</u>	<u>20,200</u>	<u>(13,900)</u>	

TOWN OF ARGYLE
Proposed Annual Program of Services
Fiscal Year 2016 - 2017

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>DEBT SERVICE FUND - 410</u>					
REVENUES	465,111	489,406	489,842	498,335	1.82%
EXPENDITURES	460,887	475,818	475,818	472,094	-0.78%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>4,224</u>	<u>13,588</u>	<u>14,024</u>	<u>26,241</u>	

OUTSTANDING DEBT ISSUE DETAIL

	FY 15 Actual Prin & Int	FY 16 Budget Prin & Int	FY 16 Re-Est Prin & Int	FY 17 Budget Prin & Int
2008 C.O. Bonds-\$1,010,000 (church purchase)	78,925	82,013	82,013	79,988
2009 C.O. Bonds-\$800,000 (renovation)	64,860	63,366	63,366	61,872
2010 C.O. Bonds-\$3,650,000 (street improvements)	246,863	264,063	264,063	266,013
2014 G.O. Refunding Bonds - 2003 C.O.	67,452	65,277	65,277	63,122
Administrative Fees	2,787	1,100	1,100	1,100
	<u>460,887</u>	<u>475,818</u>	<u>475,818</u>	<u>472,094</u>

TOWN OF ARGYLE
Proposed Annual Program of Services
Fiscal Year 2016 - 2017

<u>FUNDS</u>	<u>FY 15 ACTUAL</u>	<u>FY 16 BUDGET</u>	<u>FY 16 REEST.</u>	<u>FY 17 BUDGET</u>	<u>Inc/Dec over FY16 Budget</u>
<u>UTILITY FUNDS</u>					
WASTEWATER UTILITY OPERATING FUND - 710					
REVENUES					
Sewer System Revenue	343,133	328,800	365,432	368,400	
Sewer System Installation Fees	13,700	23,200	17,600	19,600	
Miscellaneous Income	8,618	19,034	20,034	22,359	
Transfers in WW Development Fund	123,333	138,905	138,905	120,612	
TOTAL REVENUES	<u>488,784</u>	<u>509,940</u>	<u>541,972</u>	<u>530,971</u>	4.12%
EXPENDITURES					
Personnel	90,852	147,093	89,436	N/A	
Supplies	3,487	6,300	4,000	1,700	
Contracted Services	217,500	256,161	246,305	309,900	
Repair & Maintenance	19,880	31,500	37,500	38,500	
Debt Service	69,024	163,152	163,152	165,483	
Capital Outlay	330	750	750	750	
Transfers	-	-	-	-	
Amortized Expenses	83,394	-	-	-	
TOTAL EXPENDITURES	<u>484,468</u>	<u>604,956</u>	<u>541,143</u>	<u>516,333</u>	-14.65%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>4,317</u>	<u>(95,017)</u>	<u>828</u>	<u>14,638</u>	
WASTEWATER CAPITAL PROJECTS FUND - 720					
REVENUES	16,858	500	500	100	-80.00%
EXPENDITURES	94,520	110,092	110,092	120,612	9.56%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(77,662)</u>	<u>(109,592)</u>	<u>(109,592)</u>	<u>(120,512)</u>	
WASTEWATER IMPACT FEE FUND - 730					
REVENUES	48,332	142,672	107,182	121,794	-14.63%
EXPENDITURES	28,813	43,813	28,813	28,813	-34.24%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>19,518</u>	<u>98,859</u>	<u>78,369</u>	<u>92,981</u>	

SUMMARY OF PROPOSED FY2017 BUDGET (Attachment 3)

ALL BUDGET OPERATIONS

- Maintains current tax rate of .3975 per \$100 of assessed value
- Maintains minimum 120-day operating (restricted) General Fund reserve/fund balance
- Maintains current level of service across departments
- Capital purchases
 - Replacement of police vehicle
- Anticipates Park grant matching of \$500,000 and \$300,000 from Parkland Dedication Fund. \$125,000 design fees paid out of FY16 excess fund balance.
- Funds \$20,000 transfer to Vehicle Replacement Fund
- Funds \$25,000 transfer to Building Maintenance Fund
- Implement market adjustments that emphasize a competitive and responsive employee compensation plan that:
 - Ensures Town fairly compensates its valuable employees
 - Promotes retention of our workforce
 - Ability to attract qualified applicants to fill vacancies
- FY 2017 compensation proposals:
 - Market adjustments across all to positions to bring all employees to mid-point of internal salary survey
 - No merit adjustments in lieu of market
 - Approximate cost of employee benefits in General Fund:
 - Retirement - \$238,288 (includes WW salaries) *(FY16 Budget – \$204,172)*
 - HC Insurance - \$255,397 (includes WW salaries)
(FY16 Budget - \$232,866; FY16 Re-estimate \$204,124)

GENERAL FUND OPERATIONS

Town Council

- Community Services Contributions - \$18,100 *(FY16 amount: \$20,000)*
- Funds Council training, Chamber dues
- Continue social media outreach

Administration and Finance

- Funds Town-wide benefits such as regional memberships, records management, Town elections, tax appraisal & collection, annual financial audit, general legal & engineering, municipal software annual maintenance agreements
- Funds Town Hall building maintenance and utility costs, as well as postage and printing
- Funds training and memberships for Town Manager, Town Secretary/Human Resources training, and Finance Director
- Funds one FTE for accounting and general support of administrative duties
- Provides administrative support to Public Works, Mayor and Council

Municipal Court

- Funds 1 Full-time position as self-sustaining department
- Anticipates 2 Municipal Court jury trials
- Funds judge & prosecutor, court training, postage and printing

Information Technology (IT)

- Scheduled replacement of work stations
- Funds Town wide software maintenance agreements
- Upgraded security cameras; paid from Court Security Fund

Police Department

- Continued funding of Town's participation in the Denton County Shared Governance Program (County-wide Dispatch) – \$10,314
- Funds police training, building utility & maintenance costs, fuel costs and vehicle maintenance
- Maintains current level of service
- Funds animal control annual contract
- Considers additional of new officer position effective April 1, 2017
- Considers adjusting part-time administrative professional to full-time effective January 1, 2017

Community Development

- Provides funding for ongoing updates to the Town Development Standards (TDS)
- Continues administration of overall development process with primary focus on maintaining positive interface with development community
- Funds training, legal pertaining to development
- Funds third party inspection service
- Funds Development Coordinator (transitioned from Administration)

Public Works

- Maintains current level of service for street maintenance, including inspection of streets and drainage improvements, environmental services, code enforcement and capital projects that affect the safety, health and welfare of the public
- Funds maintenance of a safe and reliable infrastructure system, which includes pothole patching, curb and gutter maintenance, crack sealing, drainage ditch cleanout, street easement maintenance, mowing and maintenance of rights-of-ways, as well as installation and maintenance of guardrails, barricades and street signs; provides Town buildings and grounds maintenance via third party
- Funds On-Site Sewage Facilities permitting, inspections and tracking of aerobic system maintenance contract renewals

- Funds Code Enforcement services to prevent neighborhood decline, maintain an attractive community and improve the quality of life for citizens
- Funds Town wide drainage repairs; monies transferred from Street Maintenance Sales Tax Fund to offset expenditure
- Funds Household Hazardous Waste Town-wide event
- Maintenance of Town wide signage changes
- Anticipates Town-wide drainage project
- Considers new Maintenance Worker effective April 1, 2017 to help with increased infrastructure and park project

ALL OTHER FUNDS

Economic Development Corporation (EDC) Fund

- Anticipates no growth in sales and use tax revenue from FY 16
- Allocates \$5,460 for commercial marketing (“promotional”) efforts (Statutory limit of 10% of revenue)
- \$28,000 contribution to G. Fund to offset staff efforts on EDC specific projects
- \$100,000 budgeted for undesignated projects
- Continued marketing strategy through the presence at trade shows with updated materials highlighting area demographics and development potential
- Continued participation in Northwest Metroport Chamber of Commerce regional events and Argyle Chamber of Commerce

Crime Control and Prevention District Fund

- Anticipates no growth in sales and use tax revenue over FY 16
- Funds potential step-plan for officers
- Funds new patrol vehicle
- Funds for equipment in new patrol vehicle
- Funds community service – National Night Out, Senior Citizens Organization monthly lunch, school safety based events such as Project Graduation

Street Maintenance Sales Tax Fund

- Anticipates no growth in sales and use tax revenue over FY 16
- Funds \$20,000 allocation to General Fund as contribution to street maintenance materials
- Funds \$25,000 transfer to General Fund for potential Town wide drainage repairs
- \$100,000 allocated for undesignated street re-construction

Building Maintenance Fund

- Established in FY16 to cover unanticipated building capital expenditures such as failure of HVAC and planned capital expenditures such as flooring replacement in Community Room (replace carpet with hard flooring)
- Funded with \$25,000 transfer from General Fund

Court Technology Fund

- Funds Municipal Court annual software maintenance fees
- Funds software for reconciliation of on-line credit card payments
- Funds Paperlight court software

Court Security Fund

- Funds training for clerk and judge
- Funds court bailiff
- Funds metal detector for Council Chambers at request of judge

Parkland Dedication Fund

- Anticipates \$300,000 contribution to Parks & Ballfield finish out as Town proceeds with Texas Parks & Wildlife grant awarded in FY2016

Tree Reforestation Fund

- No revenue anticipated in FY17
- \$5,000 allocated for tree expenditures corresponding with Park project

Debt Service (I&S) Fund

- Tax-supported annual principal and interest cost for Series 2008 (Town Hall acquisition); Series 2009B (T. Hall and Police/Court renovations); Series 2010 (Town-wide street reconstruction); Series 2014 Refunding (refunded 2003 bonds)
- Reflects no transfers in from other funds
- Maintain same tax proportion as FY16 (increased by 1 ½ cents in FY16)

Wastewater Utility (Proprietary) Fund

- Funds maintenance of safe collection of wastewater for the citizens of the Town through preventative maintenance, repair and regular inspections
- Includes proposed rate adjustment based on rate study review
- Funds Smoke Testing to detect inflow and infiltration
- Funds debt issuance for Graveyard Branch and TRA Sanitary Sewer line
- Shifted salary and vehicle expenses to General Fund

SUPPLEMENTAL INFORMATION

Capital (CIP) Projects Expenditure History	FY16 Budget	FY16 Re- Estimate	FY17 Proposed
Police Patrol Vehicle (CCPD)	34,000	34,000	44,212
Public Works Truck	-0-	34,200*	N/A
Dump Truck	-0-	40,000*	N/A
S-1 engineering & design (EDC) (carry forward from FY15)	80,000	80,000	N/A
Branding & Placemaking (EDC)	25,000	25,000	N/A
Medical Feasability Study (EDC)	25,000	N/A	N/A
Thoroughfare Plan (EDC)	10,000	10,000	N/A
Website redesign (\$10,500 in FY15)	10,500	10,500	N/A
Parks & Recreation initiative \$125,000 excess General Fund balance for design fees \$500,000 matching from General Fund in FY17 \$300,000 from Parkland Dedication in FY17	-0-	125,000*	800,000
Town-wide signage replacement	10,000	20,000	10,000
Town Promotional video (funded by Co-Serv grant)	-0-	10,000	N/A
TMRS liability buy-down	-0-	100,000*	N/A
Town-wide drainage project (funded with transfer from Street Maintenance Sales Tax Fund)	30,000	-0-	30,000

* Paid from FY16 excess General Fund balance

General Fund – Town Council’s Community Svc. Contributions	Budget FY2016	Proposed FY2017
Employee Appreciation Dinner	1,500	1,500
Boards & Commissions Dinner	2,000	0
Metroport Meals on Wheels	2,000	2,000
Argyle Senior Citizens Organ.	1,200	1,200
Denton County Heroes	1,500	1,500
Holiday hams (employees)	600	650
SPAN	500	500
Easter event	2,500	2,600
National Night Out	2,000	2,000
Employee Awards	850	850
Christmas Tree Lighting Ceremony	1,000	1,000
Undesignated	4,350	4,300
Total	\$20,000	\$18,100



TOWN COUNCIL DATA SHEET



Agenda Item:

Hold a public hearing on the proposed FY 2016-2017 Annual Budget for the Town of Argyle, Texas.

Staff:

Paul Frederiksen, Town Manager
Kim Collins, Director of Finance

Background:

Texas Local Government Code, Section 102.006 requires that a municipality hold a public hearing on the proposed annual budget and announce the date, time and place (6:00 p.m. September 27, 2016 at Town Hall) that the Governing Body will vote on the adoption of its annual budget as well as the tax rate.

The Town Council received preliminary budget information on the proposed FY 2017 Annual Budget on June 28, 2016 and conducted a Tax Rate meeting on August 9, 2016. The proposed Annual Budget reflects no change in the current tax rate of \$0.3975 per \$100 of assessed value. The proposed tax rate exceeds the Town's effective tax rate [*tax rate that would raise the same amount of tax revenue for the Town as was raised by the previous year's (FY 2016) tax rate of \$0.3975*] of \$0.394355 by \$0.003145 (.80%), thus triggering the requirement for two public hearings on the tax rate. The first public hearing on the tax increase was held on August 23, 2016 and the second public hearing this date of September 13, 2016, as published in the Denton Record Chronicle and posted on the Town's website.

The General (M & O) Fund with proposed expenditures of \$3,621,351 is the most significant fund in the total budget because it reflects most of the general operations of Town government. The General Fund is proposed to increase by 26.98%, or approximately \$769,472, from Budget FY 2016. The budget shows a negative balance of (\$418,248) which includes a \$500,000 transfer to CIP for the Town's matching portion of the Parks grant process. When the effect of this transfer is factored back in, revenues exceed expenditures by \$81,752, which follows the recently adopted financial policies stating that the Town will adopt balanced General Fund budgets. The remainder of the increase is a combination of employee compensation items reflected by the compensation study and inclusion of proprietary funds personnel expenditures as well as incremental increases in various expenditures.



TOWN COUNCIL DATA SHEET



The following is a summary, by Fund Type, for the total proposed budget as compared to the current (FY 2016) budget:

FUND TYPES	FY 16 Budget	Proposed FY 17 Budget
Governmental Funds		
General (M&O) Fund	\$ 2,851,879	\$ 3,621,351
Special Revenue Funds	709,903	838,257
Capital Improvement Funds	48,750	1,409,000
Debt Service (I&S) Fund	<u>488,406</u>	<u>472,094</u>
Sub-total All Governmental Funds	\$ 4,098,938	\$ 6,340,702
Proprietary Funds		
Wastewater Utility Fund	\$ 758,861	\$ 665,758
TOTAL BUDGET ALL FUNDS	\$ 4,857,799	\$ 7,006,460

Requested Action:

No action is required. Staff will make a presentation on the Proposed FY17 Annual Budget.

Annual Budget and Tax Rate Vote: September 27, 2016, 6:00 p.m. at Argyle Town Hall

Attachments:

1. Summary of *Proposed FY 2017 Budget* (all Funds)
2. *Highlights of the Proposed FY 2017 Budget*



Town of Argyle

Proposed Annual Operating Budget

For Fiscal Year 2016 - 2017

This budget will raise more total property taxes than last year's budget by \$81,097 (3.97%), and of that amount \$59,930 is tax revenue to be raised from property added to the tax roll this year.

Town Council

Peggy Krueger, Mayor

Joey Hasty, Mayor Pro Tem

Kay Teer

Eric Lamon

Dr. Jay Haynes

Marla Hawkesworth

Paul Frederiksen, Town Manager

Kim Collins, Director of Finance

TOWN OF ARGYLE
Proposed Annual Program of Services
Fiscal Year 2016 - 2017

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>GENERAL FUND</u>					
REVENUES					
Ad valorem tax	1,471,804	1,545,640	1,545,640	1,627,206	
Sales tax	399,332	367,200	460,224	460,224	
Franchise tax	388,363	370,000	378,000	370,000	
Municipal court	226,490	192,000	255,000	255,000	
Permits & registrations	44,737	36,900	33,650	38,950	
Construction permits	282,199	208,600	185,756	194,600	
Development	39,716	48,762	63,762	128,930	
Other revenues	24,354	9,800	12,650	9,000	
Transfers In	43,300	73,300	48,300	119,193	
Other Proceeds	12,500	-	10,398	-	
TOTAL REVENUES	2,932,793	2,852,202	2,993,380	3,203,103	12.30%
EXPENDITURES					
<u>Town Council - 110</u>					
Personnel	92	33	93	93	
Supplies & Contracted Services	27,092	34,600	28,177	36,302	
Transfers	-	-	-	-	
Total City Council	27,184	34,633	28,270	36,395	5.09%
<u>Administration - 120</u>					
Personnel	353,986	403,139	404,619	330,856	
Supplies	11,107	6,400	4,900	5,100	
Contracted Services	183,642	161,040	166,622	165,195	
Repair & Maintenance	8,998	8,000	8,000	8,000	
Capital Outlay	-	-	-	-	
Total Administration	557,733	578,579	584,141	509,151	-12.00%
<u>Finance - 130</u>					
Personnel	106,513	112,028	112,411	150,227	
Supplies	-	-	-	-	
Contracted Services	10,385	15,500	15,500	14,330	
Total Finance	116,898	127,528	127,911	164,557	29.04%
<u>Municipal Court - 135</u>					
Personnel	67,650	64,596	64,971	55,058	
Supplies	841	900	900	900	
Contracted Services	21,041	21,000	20,000	25,300	
Total Municipal Court	89,532	86,496	85,871	81,258	-6.06%
<u>Information Technology - 140</u>					
Personnel	-	-	-	-	
Supplies	335	550	550	550	
Contracted Services	7,303	10,500	5,900	7,000	
Repair & Maintenance	14,836	9,250	7,300	11,900	
Capital Outlay	47,625	29,800	10,400	13,000	
Total Information Technology	70,099	50,100	24,150	32,450	-35.23%
<u>Police Administration - 210</u>					
Personnel	320,676	300,224	306,416	331,672	
Supplies	8,679	5,900	5,700	5,700	
Contracted Services	68,398	94,889	83,390	97,040	
Repair & Maintenance	3,810	7,250	7,250	7,250	
Capital Outlay	-	-	-	-	
Total Public Safety Administration	401,563	408,263	402,756	441,662	8.18%

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>Police Operations - 212</u>					
Personnel	532,973	565,750	550,384	658,338	
Supplies	27,089	41,000	31,000	31,000	
Contracted Services	9,029	13,960	11,250	13,960	
Repair & Maintenance	19,662	19,300	19,800	19,300	
Capital Outlay	22,833	5,250	-	3,500	
Total Police Operations	611,586	645,260	612,434	726,098	12.53%
<u>Animal Control - 220</u>					
Contracted Services	11,200	11,500	11,500	13,200	
Total Animal Control	11,200	11,500	11,500	13,200	14.78%
<u>Community Devel. Administration - 410</u>					
Personnel	112,847	120,033	120,598	170,027	
Supplies	243	1,100	2,716	1,100	
Contracted Services	61,320	84,700	42,500	81,000	
Total Development Administration	174,410	205,833	165,814	252,127	22.49%
<u>Community Devel. Inspections - 412</u>					
Supplies	193	300	300	300	
Contracted Services	167,277	145,000	126,800	157,000	
Repair & Maintenance	-	-	-	-	
Capital Outlay	-	-	-	-	
Total Development Inspections	167,470	145,300	127,100	157,300	8.26%
<u>Street Maint. Administration - 510</u>					
Personnel	129,409	138,703	138,753	189,203	
Supplies	3,240	5,800	5,100	5,100	
Contracted Services	32,783	28,008	28,010	29,289	
Repair & Maintenance	1,422	2,100	1,850	2,100	
Capital Outlay	-	600	600	600	
Total Public Works Administration	166,854	175,211	174,313	226,292	29.15%
<u>Street Maintenance - 520</u>					
Personnel	142,030	168,927	169,535	247,635	
Supplies	33,336	48,650	41,650	49,150	
Contracted Services	31,931	58,000	51,025	64,475	
Repair & Maintenance	38,413	61,500	31,000	73,500	
Debt Service	-	-	-	-	
Capital Outlay	3,921	1,100	86,400	1,100	
Total Street Maintenance	249,630	338,177	379,610	435,860	28.89%
<u>Transfers to Other Funds - 710</u>					
Transfers out	-	-	225,000	500,000	
Transfer to Equip. Repl. Fund	50,000	45,000	45,000	45,000	
Total Transfers Out	50,000	45,000	270,000	545,000	
TOTAL EXPENDITURES	2,694,158	2,851,879	2,993,870	3,621,351	26.98%
REVENUES OVER/ (UNDER) EXPENDITURES	238,634	323	(490)	(418,248)	
BEGINNING FUND BALANCE	1,680,523	1,919,158	1,919,158	1,918,668	
ENDING FUND BALANCE	1,919,158	1,919,481	1,918,668	1,500,420	

TOWN OF ARGYLE
Proposed Annual Program of Services
Fiscal Year 2016 - 2017

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>SPECIAL REVENUE FUNDS</u>					
ECONOMIC DEVELOPMENT FUND - 210					
REVENUES	202,088	184,360	241,412	231,237	25.43%
EXPENDITURES	133,673	260,916	298,480	196,110	-24.84%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>68,414</u>	<u>(76,556)</u>	<u>(57,068)</u>	<u>35,127</u>	
CRIME CONTROL & PREVENTION FUND - 220					
REVENUES	103,265	95,080	115,618	115,618	21.60%
EXPENDITURES	108,288	139,187	138,519	142,962	2.71%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(5,023)</u>	<u>(44,107)</u>	<u>(22,901)</u>	<u>(27,344)</u>	
STREET MAINTENANCE SALES TAX FUND - 230					
REVENUES	100,616	92,080	115,718	115,618	25.56%
EXPENDITURES	94,950	145,000	99,048	145,000	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>5,666</u>	<u>(52,920)</u>	<u>16,670</u>	<u>(29,382)</u>	
BUILDING MAINTENANCE FUND - 235					
REVENUES	-	25,000	25,000	25,000	0.00%
EXPENDITURES	-	25,000	-	25,000	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>-</u>	<u>-</u>	<u>25,000</u>	<u>-</u>	
COURT TECHNOLOGY FUND - 240					
REVENUES	7,646	7,730	9,060	8,440	9.18%
EXPENDITURES	6,226	12,600	8,800	7,700	-38.89%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>1,419</u>	<u>(4,870)</u>	<u>260</u>	<u>740</u>	
COURT SECURITY FUND - 241					
REVENUES	5,824	5,830	6,840	6,360	9.09%
EXPENDITURES	-	11,500	6,000	7,500	-34.78%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>5,824</u>	<u>(5,670)</u>	<u>840</u>	<u>(1,140)</u>	
KEEP ARGYLE BEAUTIFUL FUND - 250					
REVENUES	-	200	N/A	N/A	
EXPENDITURES	-	12,500	N/A	N/A	
REVENUES OVER/ (UNDER) EXPENDITURES	<u>-</u>	<u>(12,300)</u>	<u>-</u>	<u>-</u>	

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
PARKLAND DEDICATION FUND - 255					
REVENUES	35,279	45,170	33,881	42,280	-6.40%
EXPENDITURES	12,011	114,000	7,500	300,000	163.16%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>23,268</u>	<u>(68,830)</u>	<u>26,381</u>	<u>(257,720)</u>	
TREE REFORESTATION - 256					
REVENUES	29	20	20	5	-75.00%
EXPENDITURES	-	4,000	-	5,000	25.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>29</u>	<u>(3,980)</u>	<u>20</u>	<u>(4,995)</u>	
LEOSE TRAINING FUND - 260					
REVENUES	1,202	1,200	1,190	1,190	-0.85%
EXPENDITURES	961	2,000	382	785	-60.75%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>241</u>	<u>(800)</u>	<u>808</u>	<u>405</u>	
POLICE DONATIONS FUND - 265					
REVENUES	4,244	4,260	4,614	4,660	9.39%
EXPENDITURES	2,977	7,000	4,500	7,000	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>1,268</u>	<u>(2,740)</u>	<u>114</u>	<u>(2,340)</u>	
SENIOR CITIZEN ORGANIZATION - 270					
REVENUES	1,633	1,442	1,322	1,210	-16.09%
EXPENDITURES	924	1,200	1,600	1,200	0.00%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>709</u>	<u>242</u>	<u>(278)</u>	<u>10</u>	

TOWN OF ARGYLE
Proposed Annual Program of Services
Fiscal Year 2016 - 2017

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>CAPITAL PROJECTS FUNDS</u>					
CAPITAL IMPROVEMENTS FUND - 310					
REVENUES	4,138	700	125,624	1,300,100	185628.57%
EXPENDITURES	23,129	66,001	66,001	1,375,000	1983.32%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(18,991)</u>	<u>(65,301)</u>	<u>59,624</u>	<u>(74,900)</u>	
ROADWAY IMPACT FEES FUND - 320					
REVENUES	100,128	138,510	106,507	119,008	-14.08%
EXPENDITURES		-	-	-	
REVENUES OVER/ (UNDER) EXPENDITURES	<u>100,128</u>	<u>138,510</u>	<u>106,507</u>	<u>119,008</u>	
EQUIPMENT REPLACEMENT FUND - 330					
REVENUES	50,224	20,200	20,200	20,100	-0.50%
EXPENDITURES	75,647	32,750	-	34,000	3.82%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(25,424)</u>	<u>(12,550)</u>	<u>20,200</u>	<u>(13,900)</u>	

TOWN OF ARGYLE

Proposed Annual Program of Services Fiscal Year 2016 - 2017

FUNDS	FY 15 ACTUAL	FY 16 BUDGET	FY 16 REEST.	FY 17 BUDGET	Inc/Dec over FY16 Budget
<u>DEBT SERVICE FUND - 410</u>					
REVENUES	465,111	489,406	489,842	498,335	1.82%
EXPENDITURES	460,887	475,818	475,818	472,094	-0.78%
REVENUES OVER/ (UNDER) EXPENDITURES	4,224	13,588	14,024	26,241	

OUTSTANDING DEBT ISSUE DETAIL

	FY 15 Actual Prin & Int	FY 16 Budget Prin & Int	FY 16 Re-Est Prin & Int	FY 17 Budget Prin & Int
2008 C.O. Bonds-\$1,010,000 (church purchase)	78,925	82,013	82,013	79,988
2009 C.O. Bonds-\$800,000 (renovation)	64,860	63,366	63,366	61,872
2010 C.O. Bonds-\$3,650,000 (street improvements)	246,863	264,063	264,063	266,013
2014 G.O. Refunding Bonds - 2003 C.O.	67,452	65,277	65,277	63,122
Administrative Fees	2,787	1,100	1,100	1,100
	460,887	475,818	475,818	472,094

TOWN OF ARGYLE
Proposed Annual Program of Services
Fiscal Year 2016 - 2017

<u>FUNDS</u>	<u>FY 15 ACTUAL</u>	<u>FY 16 BUDGET</u>	<u>FY 16 REEST.</u>	<u>FY 17 BUDGET</u>	<u>Inc/Dec over FY16 Budget</u>
<u>UTILITY FUNDS</u>					
WASTEWATER UTILITY OPERATING FUND - 710					
REVENUES					
Sewer System Revenue	343,133	328,800	365,432	368,400	
Sewer System Installation Fees	13,700	23,200	17,600	19,600	
Miscellaneous Income	8,618	19,034	20,034	22,359	
Transfers in WW Development Fund	123,333	138,905	138,905	120,612	
TOTAL REVENUES	<u>488,784</u>	<u>509,940</u>	<u>541,972</u>	<u>530,971</u>	4.12%
EXPENDITURES					
Personnel	90,852	147,093	89,436	N/A	
Supplies	3,487	6,300	4,000	1,700	
Contracted Services	217,500	256,161	246,305	309,900	
Repair & Maintenance	19,880	31,500	37,500	38,500	
Debt Service	69,024	163,152	163,152	165,483	
Capital Outlay	330	750	750	750	
Transfers	-	-	-	-	
Amortized Expenses	83,394	-	-	-	
TOTAL EXPENDITURES	<u>484,468</u>	<u>604,956</u>	<u>541,143</u>	<u>516,333</u>	-14.65%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>4,317</u>	<u>(95,017)</u>	<u>828</u>	<u>14,638</u>	
WASTEWATER CAPITAL PROJECTS FUND - 720					
REVENUES	16,858	500	500	100	-80.00%
EXPENDITURES	94,520	110,092	110,092	120,612	9.56%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(77,662)</u>	<u>(109,592)</u>	<u>(109,592)</u>	<u>(120,512)</u>	
WASTEWATER IMPACT FEE FUND - 730					
REVENUES	48,332	142,672	107,182	121,794	-14.63%
EXPENDITURES	28,813	43,813	28,813	28,813	-34.24%
REVENUES OVER/ (UNDER) EXPENDITURES	<u>19,518</u>	<u>98,859</u>	<u>78,369</u>	<u>92,981</u>	

SUMMARY OF PROPOSED FY2017 BUDGET (Attachment 3)

ALL BUDGET OPERATIONS

- Maintains current tax rate of .3975 per \$100 of assessed value
- Maintains minimum 120-day operating (restricted) General Fund reserve/fund balance
- Maintains current level of service across departments
- Capital purchases
 - Replacement of police vehicle
- Anticipates Park grant matching of \$500,000 and \$300,000 from Parkland Dedication Fund. \$125,000 design fees paid out of FY16 excess fund balance.
- Funds \$20,000 transfer to Vehicle Replacement Fund
- Funds \$25,000 transfer to Building Maintenance Fund
- Implement market adjustments that emphasize a competitive and responsive employee compensation plan that:
 - Ensures Town fairly compensates its valuable employees
 - Promotes retention of our workforce
 - Ability to attract qualified applicants to fill vacancies
- FY 2017 compensation proposals:
 - Market adjustments across all to positions to bring all employees to mid-point of internal salary survey
 - No merit adjustments in lieu of market
 - Approximate cost of employee benefits in General Fund:
 - Retirement - \$238,288 (includes WW salaries) *(FY16 Budget – \$204,172)*
 - HC Insurance - \$255,397 (includes WW salaries)
(FY16 Budget - \$232,866; FY16 Re-estimate \$204,124)

GENERAL FUND OPERATIONS

Town Council

- Community Services Contributions - \$18,100 *(FY16 amount: \$20,000)*
- Funds Council training, Chamber dues
- Continue social media outreach

Administration and Finance

- Funds Town-wide benefits such as regional memberships, records management, Town elections, tax appraisal & collection, annual financial audit, general legal & engineering, municipal software annual maintenance agreements
- Funds Town Hall building maintenance and utility costs, as well as postage and printing
- Funds training and memberships for Town Manager, Town Secretary/Human Resources training, and Finance Director
- Funds one FTE for accounting and general support of administrative duties
- Provides administrative support to Public Works, Mayor and Council

Municipal Court

- Funds 1 Full-time position as self-sustaining department
- Anticipates 2 Municipal Court jury trials
- Funds judge & prosecutor, court training, postage and printing

Information Technology (IT)

- Scheduled replacement of work stations
- Funds Town wide software maintenance agreements
- Upgraded security cameras; paid from Court Security Fund

Police Department

- Continued funding of Town's participation in the Denton County Shared Governance Program (County-wide Dispatch) – \$10,314
- Funds police training, building utility & maintenance costs, fuel costs and vehicle maintenance
- Maintains current level of service
- Funds animal control annual contract
- Considers additional of new officer position effective April 1, 2017
- Considers adjusting part-time administrative professional to full-time effective January 1, 2017

Community Development

- Provides funding for ongoing updates to the Town Development Standards (TDS)
- Continues administration of overall development process with primary focus on maintaining positive interface with development community
- Funds training, legal pertaining to development
- Funds third party inspection service
- Funds Development Coordinator (transitioned from Administration)

Public Works

- Maintains current level of service for street maintenance, including inspection of streets and drainage improvements, environmental services, code enforcement and capital projects that affect the safety, health and welfare of the public
- Funds maintenance of a safe and reliable infrastructure system, which includes pothole patching, curb and gutter maintenance, crack sealing, drainage ditch cleanout, street easement maintenance, mowing and maintenance of rights-of-ways, as well as installation and maintenance of guardrails, barricades and street signs; provides Town buildings and grounds maintenance via third party
- Funds On-Site Sewage Facilities permitting, inspections and tracking of aerobic system maintenance contract renewals

- Funds Code Enforcement services to prevent neighborhood decline, maintain an attractive community and improve the quality of life for citizens
- Funds Town wide drainage repairs; monies transferred from Street Maintenance Sales Tax Fund to offset expenditure
- Funds Household Hazardous Waste Town-wide event
- Maintenance of Town wide signage changes
- Anticipates Town-wide drainage project
- Considers new Maintenance Worker effective April 1, 2017 to help with increased infrastructure and park project

ALL OTHER FUNDS

Economic Development Corporation (EDC) Fund

- Anticipates no growth in sales and use tax revenue from FY 16
- Allocates \$5,460 for commercial marketing (“promotional”) efforts (Statutory limit of 10% of revenue)
- \$28,000 contribution to G. Fund to offset staff efforts on EDC specific projects
- \$100,000 budgeted for undesignated projects
- Continued marketing strategy through the presence at trade shows with updated materials highlighting area demographics and development potential
- Continued participation in Northwest Metroport Chamber of Commerce regional events and Argyle Chamber of Commerce

Crime Control and Prevention District Fund

- Anticipates no growth in sales and use tax revenue over FY 16
- Funds potential step-plan for officers
- Funds new patrol vehicle
- Funds for equipment in new patrol vehicle
- Funds community service – National Night Out, Senior Citizens Organization monthly lunch, school safety based events such as Project Graduation

Street Maintenance Sales Tax Fund

- Anticipates no growth in sales and use tax revenue over FY 16
- Funds \$20,000 allocation to General Fund as contribution to street maintenance materials
- Funds \$25,000 transfer to General Fund for potential Town wide drainage repairs
- \$100,000 allocated for undesignated street re-construction

Building Maintenance Fund

- Established in FY16 to cover unanticipated building capital expenditures such as failure of HVAC and planned capital expenditures such as flooring replacement in Community Room (replace carpet with hard flooring)
- Funded with \$25,000 transfer from General Fund

Court Technology Fund

- Funds Municipal Court annual software maintenance fees
- Funds software for reconciliation of on-line credit card payments
- Funds Paperlight court software

Court Security Fund

- Funds training for clerk and judge
- Funds court bailiff
- Funds metal detector for Council Chambers at request of judge

Parkland Dedication Fund

- Anticipates \$300,000 contribution to Parks & Ballfield finish out as Town proceeds with Texas Parks & Wildlife grant awarded in FY2016

Tree Reforestation Fund

- No revenue anticipated in FY17
- \$5,000 allocated for tree expenditures corresponding with Park project

Debt Service (I&S) Fund

- Tax-supported annual principal and interest cost for Series 2008 (Town Hall acquisition); Series 2009B (T. Hall and Police/Court renovations); Series 2010 (Town-wide street reconstruction); Series 2014 Refunding (refunded 2003 bonds)
- Reflects no transfers in from other funds
- Maintain same tax proportion as FY16 (increased by 1 ½ cents in FY16)

Wastewater Utility (Proprietary) Fund

- Funds maintenance of safe collection of wastewater for the citizens of the Town through preventative maintenance, repair and regular inspections
- Includes proposed rate adjustment based on rate study review
- Funds Smoke Testing to detect inflow and infiltration
- Funds debt issuance for Graveyard Branch and TRA Sanitary Sewer line
- Shifted salary and vehicle expenses to General Fund

SUPPLEMENTAL INFORMATION

Capital (CIP) Projects Expenditure History	FY16 Budget	FY16 Re-Estimate	FY17 Proposed
Police Patrol Vehicle (CCPD)	34,000	34,000	44,212
Public Works Truck	-0-	34,200*	N/A
Dump Truck	-0-	40,000*	N/A
S-1 engineering & design (EDC) (carry forward from FY15)	80,000	80,000	N/A
Branding & Placemaking (EDC)	25,000	25,000	N/A
Medical Feasability Study (EDC)	25,000	N/A	N/A
Thoroughfare Plan (EDC)	10,000	10,000	N/A
Website redesign (\$10,500 in FY15)	10,500	10,500	N/A
Parks & Recreation initiative \$125,000 excess General Fund balance for design fees \$500,000 matching from General Fund in FY17 \$300,000 from Parkland Dedication in FY17	-0-	125,000*	800,000
Town-wide signage replacement	10,000	20,000	10,000
Town Promotional video (funded by Co-Serv grant)	-0-	10,000	N/A
TMRS liability buy-down	-0-	100,000*	N/A
Town-wide drainage project (funded with transfer from Street Maintenance Sales Tax Fund)	30,000	-0-	30,000

* Paid from FY16 excess General Fund balance

General Fund – Town Council’s Community Svc. Contributions	Budget FY2016	Proposed FY2017
Employee Appreciation Dinner	1,500	1,500
Boards & Commissions Dinner	2,000	0
Metroport Meals on Wheels	2,000	2,000
Argyle Senior Citizens Organ.	1,200	1,200
Denton County Heroes	1,500	1,500
Holiday hams (employees)	600	650
SPAN	500	500
Easter event	2,500	2,600
National Night Out	2,000	2,000
Employee Awards	850	850
Christmas Tree Lighting Ceremony	1,000	1,000
Undesignated	4,350	4,300
Total	\$20,000	\$18,100