NOTICE OF THE TOWN COUNCIL

TOWN COUNCIL REGULAR MEETING

June 15, 2026 at 5:30 PM

Argyle Town Hall, 308 Denton Street, Argyle, Texas

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Argyle Town Council will meet in a Town Council Regular Meeting on June 15, 2026, at 5:30 PM at the Argyle Town Hall, 308 Denton Street, Argyle, Texas.

ELECTED OFFICIALS AND TOWN MANAGEMENT

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

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

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

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

OPEN FORUM

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

CONSENT AGENDA

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

1. Consider approval of the May 18, 2026, Town Council Meeting minutes as recorded.

2. Consider approval of Resolution 2026-35 appointing Matt Smith as the Town of Argyle representative to the Upper Trinity Regional Water District Board of Directors.

3. Consider an ordinance amending Chapter 1, General Provisions of the Town of Argyle Code of Ordinances.

4. Consider approval of May 2026 accounts payable report.

PUBLIC HEARING ITEMS

5. Hold a public hearing and consider 1st Reading of Ordinance 2026-29 to adopt and enact a moratorium on all development applications (i.e. zoning changes, SUPs, site plans, all plats, etc.) for commercial and residential developments in an area generally bounded by the eastern right-of-way line of I-35W to the east, a line approximately 2,900 feet north of FM 407, the western right-of-way line of US Hwy 377 to the west, and a line approximately 5,300 feet south of FM 407. The area includes properties on both the north and south sides of FM 407 between I-35W and US Hwy 377 and includes all land indicated as commercial and residential designation on the Town of Argyle Future Land Use Plan dated June 2024 and zoned as commercial or residential on the latest Zoning Map; providing findings of fact; providing exemptions; providing a waiver procedure; providing for a termination date; providing for severability, and providing an effective date.

ACTION ITEMS

6. Discuss and consider a request from citizen Lynn Seeden and Mayor Ronald Schmidt for an award of Exceptional Citizen Service Recognition to Stella McDaniel.

7. Discuss and consider appropriate action on a variance request to Section 8.02.003.C.6.B Noise of the Code of ordinances of the Town of Argyle for concrete laying and pouring related to the Argyle Marketplace project on US Hwy 377.

8. Discuss and consider approval of Resolution 2026-21 appointing persons to serve on the Town of Argyle Parks Board for the terms ending October 31, 2026, and October 31, 2027.

9. Discuss and consider a funding request of $12,180 from the Children's Advocacy Center for North Texas to reimburse for services provided to Argyle children in 2025.

10. Discuss and consider site plan request (SP-26-003) for the proposed Akshya Foods, LLC retail use, located at 606 N US Hwy 377, being on 0.36 acres of land, known as The Original Town of Argyle, Lots 5-10, Block 8, in the J. Davis Survey, Abstract 325, Town of Argyle, Denton County, Texas.

11. Discuss and consider Resolution 2026-30 awarding Bid No. 2026-008, 2026 Street Maintenance – Asphalt, to Reynolds Asphalt & Construction Co. in the amount not to exceed of $553,671.50 and authorizing the Mayor to execute necessary documents.

12. Discuss and consider Resolution 2026-31 awarding Bid No. 2026-007, 2026 Street Maintenance – Roadway, Medians, Safety, and Maintenance Improvements, to Quick Set Construction in the amount not to exceed of $893,559.40 and authorizing the Mayor to execute necessary documents.

13. Discuss and consider Resolution 2026-32 awarding a bid and approving an agreement with BrightView Landscape Services, Inc. for Parks, Rights-of-Way, and Town Property Lawn Maintenance Services with a first-year contract amount not exceed $162,050.53 and authorizing the Mayor to execute necessary documents.

14. Discuss and consider Resolution 2026-36 an amendment to the Development Agreement for the Marsden Tract Development to add additional owner responsibilities for construction of public improvements and to authorize the Town Manager and Mayor to review owner bid amounts and payment therefor in an amount not to exceed $950,000 and authorizing the Mayor to execute necessary documents.

15. Discuss and consider Resolution 2026-34 adopting a Pay Plan for the Town of Argyle and establishing compensation administration guidelines to be effective June 16, 2026.

DISCUSSION ITEMS

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

16. Discuss and consider an ordinance for the creation of an access easement for Main Street in the CDI 60 Hawk Addition, Lot 1, Block A, in the S.A. Chambers Survey, Abstract Number 308, Town of Argyle, Denton County, Texas.

17. Discussion on Section 14.5 of the Argyle Town Ordinance, "Development, Large Scale."

EXECUTIVE SESSION

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

Consultation with Attorney

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

18. Cause No. 24-5719-431 (SPI Asphalt, LLC vs Town of Argyle)

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

19. Town Center District

20. Law Enforcement Center

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

21. Town Center District

22. Heritage Planned Development Agreement

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

ACTION ITEMS

23. Discuss and consider a settlement agreement regarding Cause No. 24-5719-431 (SPI Asphalt, LLC vs Town of Argyle) and authorize the Mayor to execute necessary documents.

ADJOURN

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

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

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

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Argyle Town Hall, a place convenient and readily accessible to the general public at all times, and to the Town's website in

compliance with Chapter 551, Texas Government Code, on **June 9, 2026, by 5:00 p.m.** and remained posted for at least three (3) business days preceding the scheduled time of said meeting.

Erika McComis

Town Secretary

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

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	June 15, 2026

PRESENTER:

Erika McComis, Town Secretary

ITEM DESCRIPTION:

Consider approval of the May 18, 2026, Town Council Meeting minutes as recorded.

BACKGROUND INFORMATION:

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

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Minutes

RECOMMENDED MOTION AND/OR ACTION:

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

MAY 18, 2026

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

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

CALL MEETING TO ORDER
Mayor Schmidt called the meeting to order at 5:33 p.m.

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

Joan Delashaw addressed council concerning traffic on Old Justin Road and her suggestions for traffic calming measures. Mayor Schmidt asked staff to place the item on a future agenda for discussion.

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 April 20, 2026, Town Council Meeting minutes as recorded.
2. Consider approval of the May 11, 2026, Town Council Meeting minutes as recorded.
3. Consider approval of the Fiscal Year 2026 Second Quarter Investment Report.
4. Consider approval of Ordinance 2026-27 amending the Town of Argyle Crime Control Prevention District Fiscal Year 2026 Annual Budget adopted by Ordinance

2025-35, by appropriating $178,000 from fund balance to purchase of funding two (2) law enforcement vehicles and necessary vehicle equipment.

5. Discuss and consider Final Plat (FP-26-004) for the Knights Ridge subdivision, Lots 1-25, 26X & 27X Block 1, being 72.126 acres situated in the T&P RR Co survey abstract no. 1293 Town of Argyle, Denton County, Texas.

APPROVED
Councilmember Stewart moved to approve the consent agenda as presented. Councilmember Boyd seconded the motion. The motion passed 5-0.

PUBLIC HEARING ITEMS

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

TABLED
Councilmember Boyd moved to table the item. Councilmember Svehla seconded the motion. The motion passed 5-0.

7. Hold a public hearing and consider action on Ordinance 2026-26 for Specific Use Permit (SUP-26-003) for a Development, Large Scale Use of a new building on the Well Community Church property, located at 600 FM 407 W, Town of Argyle, Denton County, Texas.

WITHDRAWN
Councilmember Boyd moved to accept the applicant's withdrawal of the item. Councilmember Brading seconded the motion. The motion passed 5-0.

ACTION ITEMS

8. Discuss and consider Resolution 2026-29 appointing a Councilmember to serve as Mayor Pro Tem for a term of one year.

APPROVED
Councilmember Boyd moved to approve Resolution 2026-29 appointing Councilmember Cynthia Hermann as Mayor Pro Tem for a one year term. Councilmember Svehla seconded the motion. The motion passed 5-0.

9. Discuss and consider Ordinance 2026-18 for an ordinance amendment (TDS-26-004) to Article 8.02, Nuisances, of the Town of Argyle Code of Ordinances regarding amendments to Section 8.02.003 Noise and other related provisions in the Code of Ordinances.

   APPROVED
   Councilmember Brading moved to approve the ordinance as presented. Councilmember Svehla seconded the motion. The motion passed 5-0.

10. Discuss and consider approval of Resolution 2026-27 awarding Request for Qualifications (RFQ) #2026-003 for Professional Architectural Services for the Police Department Building project to FGM Architects, Inc. in the not to exceed amount of $955,645; establishing a Project Steering Committee; authorizing the continuation of the Construction Manager at Risk (CMAR) procurement process pursuant to Texas Local Government Code Chapter 2269; and establishing a staff review committee.

    APPROVED
    Mayor Pro Tem Hermann moved to approve the resolution as presented. Councilmember Svehla seconded the motion. The motion passed 5-0.

11. Discuss and consider Resolution No. 2026-28 approving Amendment No. 1 to the Town Engineer Professional Services Agreement with Kimley-Horn Associates, Inc. and authorizing the issuance of a Notice to Proceed for previously approved Task Order No. 2, and approving Task Order No. 3 for LiDAR (Light Detection and Ranging) survey and utility engineering investigation services; authorizing the Mayor to execute said documents on behalf of the Town in an amount not to exceed $418,500 and providing an effective date.

    APPROVED
    Councilmember Boyd moved to approve the resolution as presented. Councilmember Stewart seconded the motion. The motion passed 5-0.

12. Discuss and consider Resolution 2026-25 approving and authorizing publication of Notice of Intention to issue Certificates of Obligation in an amount not to exceed $8,500,000 and declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto.

    APPROVED
    Councilmember Stewart moved to approve the resolution as presented. Councilmember Svehla seconded the motion. The motion passed 5-0.

13. Discuss and consider Ordinance 2026-25, amending the annual budget of the Town of Argyle, Fiscal Year beginning October 1, 2025, and ending September 30, 2026, to increase the General Fund by $311,289, the MDD Development Project Fund by

$300,000, the Debt Services Fund by $500,000, and the Wastewater Utility Operating Fund by $97,155.

Ms. McComis informed Council the amounts for General Fund was updated to $261,777 and the updated budget amendment amount for the Wastewater Utility Operating Fund was $64,147.

APPROVED
Councilmember Stewart moved to approve the ordinance as presented. Councilmember Martin seconded the motion. The motion passed 5-0.

14. Discuss and consider approval of Resolution 2026-26 authorizing Amendment No. 1 to the Professional Services Agreement with BrandEra, Inc. for marketing and communication services; increasing the not-to-exceed contract amount to an amount not to exceed $92,524.96; and authorizing the Mayor to execute the amendment.

APPROVED
Councilmember Stewart moved to approve the resolution to increase the not to exceed contract amount for BrandEra to $80,000. Councilmember Martin seconded the motion. The motion passed 5-0.

15. Discuss and consider approval of Resolution 2026-22 approving an agreement with Strategic Government Resources for Interim Public Works Director Services in an amount not to exceed $145,000; ratifying the engagement of services; authorizing the Town Manager to execute the agreement on behalf of the Town of Argyle.

APPROVED
Councilmember Boyd moved to approve the resolution as presented. Councilmember Stewart seconded the motion. The motion passed 4-1 with Mayor Pro Tem Hermann opposed.

16. Discuss and consider approval of Ordinance 2026-28, amending Ordinance 2025-35, the Town of Argyle Fiscal Year 2026 Annual Budget by appropriating current year revenues in the General Fund to increase expenditures for the purpose of funding a three percent (3%) merit increase for eligible town employees retroactive to April 5, 2026.

APPROVED
Councilmember Stewart moved to approve the ordinance as presented. Councilmember Martin seconded the motion. The motion passed 5-0.

DISCUSSION ITEMS

17. Discuss and review the Fiscal Year 2026 Second Quarter financials (January, February, March.

Ms. McComis presented the second quarter financials to the Council and answered questions related to fund balance and expenditures.

EXECUTIVE SESSION

At 8:01 p.m. the Town Council adjourned into executive session PURSUANT TO TEXAS GOVERNMENT CODE, ANNOTATED, CHAPTER 551, SUBCHAPTER D:

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

18. Town Center District

19. Law Enforcement Center

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

20. Heritage Tract

21. Heath Tract

22. Town Center District

Councilmember Boyd left the executive session at 8:24 p.m. A quorum of councilmembers was still present.

OPEN SESSION

At 9:15 p.m., the Town Council reconvened into open session. No Action was taken during the executive session.

ADJOURN

There being no further business, Mayor Schmidt adjourned the meeting at 9:17 p.m.

_____
Ronald Schmidt, Mayor

_____
Erika McComis, Town Secretary

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	June 15, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

ITEM DESCRIPTION:

Consider approval of Resolution 2026-35 appointing Matt Smith as the Town of Argyle representative to the Upper Trinity Regional Water District Board of Directors.

BACKGROUND INFORMATION:

The Town of Argyle is a member of the Upper Trinity Regional Water District (UTRWD) and, as such, appoints a voting member to the UTRWD board. Previously the Council had appointed the Public Works Director to serve as the member. The UTRWD requires that the board members reside within the boundaries of the district. Given the newly created role, staff recommends the appointment of our Town Council Liaison, Matt Smith.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2026-35 as presented.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-35

A RESOLUTION OF THE TOWN OF ARGYLE, TEXAS, APPOINTING MATT SMITH TO THE UPPER TRINITY REGIONAL WATER DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Argyle, determines it is a member of the Upper Trinity Regional Water District (UTRWD): and

WHEREAS, as a member has the right and responsibility to appoint a member to the UTRWD Board of Directors; and

WHEREAS, the Town Council wishes to appoint Matt Smith to a four-year term effective July 1, 2026.

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

SECTION 1. The Town Council appoints Matt Smith to serve as the Town of Argyle representative to the UTRWD Board of Directors for a term of four years, effective June 15, 2026.

SECTION 2. That all provisions of the Resolutions of the Town of Argyle, Texas, in conflict with the provisions of this Resolution are hereby repealed.

SECTION 3. That this Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED by the Town Council of the Town of Argyle, Texas, this 15th day of June 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

UPPER TRINITY
REGIONAL WATER DISTRICT

900 N. Kealy Ave.
P.O. Box 305
Lewisville, TX 75067
Tel: (972) 219-1228

Qualifications for Appointment
Board of Directors
Upper Trinity Regional Water District

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1. Must reside within the boundaries of the District.

2. Must be a Registered Voter.

3. May not be an Elected Official of a Member Entity.

4. May not be an employee of another Member Entity.

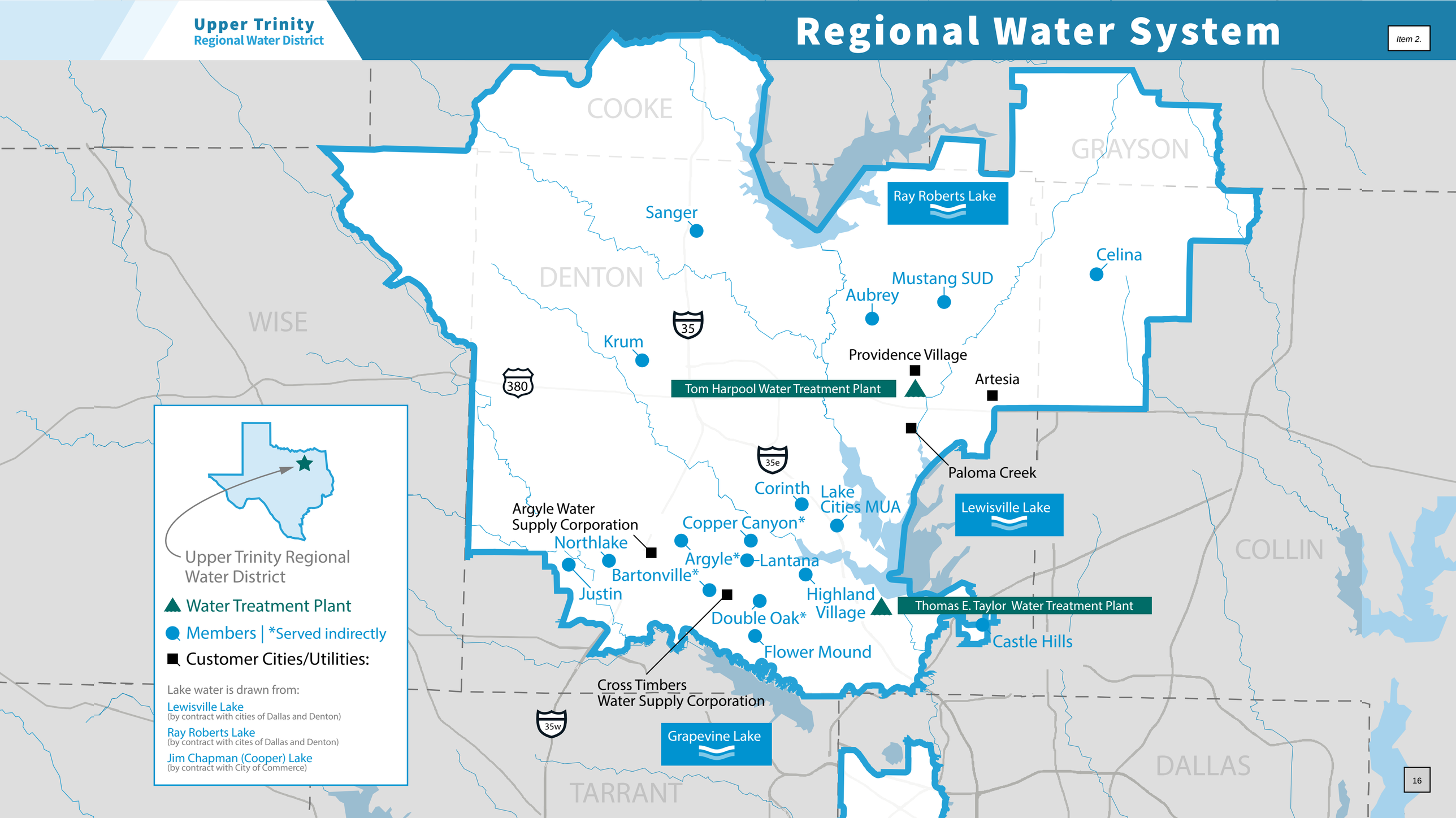
Note: Director needs to have time to review all agenda materials and to attend Board and Committee meetings.

Sources: **1. & 2.** H.B. 3112, Section 10a **3.** H.B. 3112, Section 5
4. Bylaws, Section 2.1a

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Upper Trinity
Regional Water District

Regional Water System



Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Consent Agenda	June 15, 2026

PRESENTER:

Erika McComis, Town Secretary/Town Treasurer

ITEM DESCRIPTION:

Consider approval of the May 2026 accounts payable report.

BACKGROUND INFORMATION:

Town staff processes expenditures in accordance with the Town's adopted budget, purchasing policies, and applicable state laws. The attached expenditures report provides a summary of payments made during May 2026 for operational, capital, debt service, and utility-related expenses as approved through the Town's established financial controls and authorization procedures.

The report has been reviewed by staff and includes expenditures necessary for the continued operation of Town services, infrastructure maintenance, public safety functions, utility operations, and other approved governmental activities.

Council review and approval of expenditures provides oversight of the Town's financial activities and ensures transparency and accountability in the use of public funds.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. May 2026 Accounts Payable Report

RECOMMENDED MOTION AND/OR ACTION:

Motion to approve the accounts payable report as presented.

VENDOR SET: 01 Town of Argyle
BANK: FGB Consolidate Cash FGB
DATE RANGE: 5/01/2026 THRU 5/31/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001671		HSA Bank - All							
	I-SmithMatt	Annual Contribution	D	5/01/2026			000961		
	100 5-610-1240	Group Insurance - EAP	Annual Contribution		1,750.00				1,750.00
002183		Checkr Inc							
	I-2410108	Claire Adams background	D	5/05/2026			000982		
	100 5-610-3210	Professional Services	Claire Adams backgro		291.19				291.19
0517		Internal Revenue Service							
	I-T1 202605048969	FEDERAL W/H	D	5/05/2026			000986		
	100 2130	Ded. Payable FIT	FEDERAL W/H		10,046.04				
	710 2130	Ded. Payable FIT	FEDERAL W/H		556.75				
	I-T4 202605048969	MEDICARE W/H	D	5/05/2026			000986		
	100 2131	Employer Payable Medicare	MEDICARE W/H		1,679.50				
	100 5-120-1220	Medicare	MEDICARE W/H		247.04				
	100 5-122-1220	Medicare	MEDICARE W/H		152.98				
	100 5-135-1220	Medicare	MEDICARE W/H		71.15				
	100 5-212-1220	Medicare	MEDICARE W/H		970.98				
	100 5-410-1220	Medicare	MEDICARE W/H		148.67				
	100 5-412-1220	Medicare	MEDICARE W/H		0.36				
	100 5-520-1220	Medicare	MEDICARE W/H		88.32				
	710 2131	Employer Payable Medicare	MEDICARE W/H		117.17				
	710 5-530-1220	Medicare	MEDICARE W/H		117.17				14,196.13
001671		HSA Bank - All							
	I-HSA202605048969	HSA employee deductions	D	5/06/2026			000988		
	100 2165	Ded. Payable Health Savings	HSA employee deducti		673.76				
	710 2165	Ded. Payable Health Savings	HSA employee deducti		1.00				674.76
001671		HSA Bank - All							
	I-HSA202605188975	HSA employee deductions	D	5/21/2026			000989		
	100 2165	Ded. Payable Health Savings	HSA employee deducti		673.76				673.76
0018		AFLAC							
	I-AFP202605048969	AFLAC - IVR Pin 848221	D	5/18/2026			000990		
	100 2106	Ded. Payable Health Insurance	AFLAC - IVR Pin 8482		294.83				
	I-AFP202605188975	AFLAC - IVR Pin 848221	D	5/18/2026			000990		
	100 2106	Ded. Payable Health Insurance	AFLAC - IVR Pin 8482		233.65				
	710 2106	Deductions Payable Health Insu	AFLAC - IVR Pin 8482		61.18				589.66
002637		First Stop Holdings							
	I-FSH202605188975	First Stop Health	D	5/15/2026			000991		
	100 5-120-1240	Group Insurance	First Stop Health		37.50				
	100 5-122-1240	Group Insurance	First Stop Health		25.00				
	100 5-135-1240	Group Insurance	First Stop Health		25.00				
	100 5-212-1240	Group Insurance	First Stop Health		225.00				
	100 5-410-1240	Group Insurance	First Stop Health		37.50				
	100 5-520-1240	Group Insurance	First Stop Health		24.27				

VENDOR SET: 01 Town of Argyle
BANK: FGB Consolidate Cash FGB
DATE RANGE: 5/01/2026 THRU 5/31/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002637		First Stop Holdings CONT							
	I-FSH202605188975	First Stop Health	D	5/15/2026			000991		
	710 5-530-1240	Group Insurance	First Stop Health		50.73				425.00
002637		First Stop Holdings							
	I-FSH202605048969	First Stop Health	D	5/18/2026			000992		
	100 5-120-1240	Group Insurance	First Stop Health		37.50				
	100 5-122-1240	Group Insurance	First Stop Health		25.00				
	100 5-135-1240	Group Insurance	First Stop Health		25.00				
	100 5-212-1240	Group Insurance	First Stop Health		224.86				
	100 5-410-1240	Group Insurance	First Stop Health		37.50				
	100 5-412-1240	Group Insurance	First Stop Health		0.14				
	100 5-520-1240	Group Insurance	First Stop Health		25.00				
	710 5-530-1240	Group Insurance	First Stop Health		50.00				425.00
0511		Mission Square							
	I-VAN202605048969	ICMA - Plan #305075	D	5/06/2026			000993		
	100 2102	Ded. Payable ICMA	ICMA - Plan #305075		588.00				588.00
0511		Mission Square							
	I-VAN202605188975	ICMA - Plan #305075	D	5/20/2026			000994		
	100 2102	Ded. Payable ICMA	ICMA - Plan #305075		582.09				
	710 2102	Deductions Payable ICMA	ICMA - Plan #305075		5.91				588.00
0081		Argyle Water Supply Corporatio							
	I-04-0087-001 202605	3/16 to 04/15 Water for Town H	D	5/18/2026			000995		
	100 5-610-3300	Utilities	3/16 to 04/15 Water		176.96				176.96
001671		HSA Bank - All							
	I-4/26/2026X	April Correction	D	5/08/2026			000997		
	100 2106	Ded. Payable Health Insurance	April Correction		80.00				80.00
002087		Ntegrated Consulting, LLC							
	I-253459X	May Service Period	D	5/27/2026			000998		
	100 5-610-3300	Utilities	May Service Period		194.85				
	I-253459aX	May Service Period	D	5/27/2026			000998		
	100 5-520-3300	Utilities	May Service Period		75.82				
	I-253459bX	May Service Period	D	5/27/2026			000998		
	710 5-530-3300	Utilities	May Service Period		75.83				
	I-253459cX	May Service Period	D	5/27/2026			000998		
	100 5-212-3300	Utilities	May Service Period		151.65				498.15
001541		Republic Services							
	I-0794-017489341X	Trash service 05/1-5/31 Unity	D	5/27/2026			000999		
	100 5-521-3300	Utilities	Trash service 05/1-5		233.37				233.37

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001679		US Bank Voyager Fleet Systems							
	I-8693825232613 PDX	FUEL PD 03.24.26 - 04.18.26	D	5/20/2026			001000		
	100 5-212-2280	Motor Vehicle & Equip Fuel	FUEL PD 03.24.26 - 0		6,045.67				
	I-8693825232613 STX	FUEL STREETS 03.24.26 - 04.18.	D	5/20/2026			001000		
	100 5-520-2280	Motor Vehicle & Equip Fuel	FUEL STREETS 03.24.2		342.32				
	I-8693825232613 WWX	FUEL WASTEWATER 03.24.26 - 04.	D	5/20/2026			001000		
	710 5-530-2280	Motor Vehicle & Equip Fuel	FUEL WASTEWATER 03.2		828.38				7,216.37
0239		City of Denton							
	I-4120853-03-0430202	WW Electric	D	5/28/2026			001001		
	710 5-530-3250	WW Treatment Services	WW Electric		19,875.10				19,875.10
001679		US Bank Voyager Fleet Systems							
	I-04242026	April Fuel	D	5/20/2026			001002		
	100 5-212-2280	Motor Vehicle & Equip Fuel	April Fuel		6,102.50				
	I-04242026a	April Fuel	D	5/20/2026			001002		
	710 5-530-2280	Motor Vehicle & Equip Fuel	April Fuel		773.35				
	100 5-520-2280	Motor Vehicle & Equip Fuel	April Fuel		340.52				7,216.37
001407		UniFirst Holdings							
	I-2810730173	Uniforms and mats	E	5/05/2026			002360		
	100 5-520-2140	Uniforms & Clothing	Uniforms and mats		59.69				59.69
001825		The Fulcrum Group Inc							
	I-38616	Microsoft InTune Setup	E	5/05/2026			002361		
	100 5-140-2310	Minor Equipment	Microsoft InTune Set		5,000.00				5,000.00
002169		CPS HR Consulting							
	I-0020099	CPS HR Consulting	E	5/05/2026			002362		
	100 5-610-3020	Contract Labor	HR SERVICES		8,343.76				8,343.76
002218		Lourdes Rodriguez							
	I-REIMBTPCA	Meals at TPCA Conference	E	5/05/2026			002363		
	100 5-212-3100	Training	Meals at TPCA Confer		59.87				59.87
002655		Good Fulton & Farrell Inc. DBA							
	I-2602161	SM AREA PLAN I35W-FM407	E	5/05/2026			002364		
	320 5-510-3210	Professional Services	SM AREA PLAN I35W-FM		4,927.63				4,927.63
002684		Kimley Horn and Associates Inc							
	I-060076400-0326	Kimley Horn and Associates Inc	E	5/05/2026			002365		
	320 5-510-3210	Professional Services	PROJECT MNGMNT		9,500.00				
	320 5-510-3210	Professional Services	LAND USE ASSUMPT		1,760.00				
	320 5-510-3210	Professional Services	TRAVEL DEMAND MODEL		16,400.00				
	320 5-510-3210	Professional Services	MSTR THORO PLAN UPDA		12,600.00				
	320 5-510-3210	Professional Services	ROADWAY IMPACT FEE U		5,100.00				
	320 5-510-3210	Professional Services	IMPACT FEE ADOPTION		300.00				
	I-060076401-0326	Kimley Horn and Associates Inc	E	5/05/2026			002365		

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002684		Kimley Horn and AssociCONT							
	I-060076401-0326	Kimley Horn and Associates Inc	E	5/05/2026			002365		
	710 5-530-3210	Professional Services	PRJT MNGMT N ADMIN		3,400.00				
	710 5-530-3210	Professional Services	LAND USE ASSUMPT		1,600.00				
	710 5-530-3210	Professional Services	WW IMPACT FEE UPDATE		8,125.00				
	710 5-530-3210	Professional Services	IMPACT FEE ADOPT		300.00				59,085.00
001407		UniFirst Holdings							
	I-2810734634	Mats & uniforms	E	5/12/2026			002366		
	100 5-520-2140	Uniforms & Clothing	Mats & uniforms		49.87				
	I-2810734653	Uniforms and mats	E	5/12/2026			002366		
	710 5-530-2140	Uniforms & Clothing	Uniforms and mats		21.89				
	100 5-212-2140	Uniforms/Clothing	Uniforms and mats		12.57				
	100 5-520-4110	Building Maintenance	Uniforms and mats		7.98				92.31
001621		All American Dogs							
	I-6604	Animal Control Services	E	5/12/2026			002367		
	100 5-220-3222	Animal Control Services	Animal Control Servi		3,249.20				3,249.20
002025		Centerline Supply, Inc.							
	I-ORD0173211	Road Signs - Glendale Striping	E	5/12/2026			002368		
	100 5-520-2220	Traffic Control	Road Signs - Glendal		117.75				117.75
002676		Super Tech Automation LLC							
	I-260324-2	3/24 - 3 hrs troubleshooting w	E	5/12/2026			002369		
	710 5-530-4710	Lift Station Maintenance	3/24 - 3 hrs trouble		857.30				857.30
0072		Argyle ISD							
	I-26-00095	April water usage - Unity Park	E	5/12/2026			002370		
	100 5-521-3300	Utilities	April water usage -		1,327.15				1,327.15
0463		Bureau Veritas North America,							
	I-26020741 RI 00293	Public Construction Inspection	E	5/12/2026			002371		
	100 5-412-3220	Public Construction Inspection	Public Construction		35,460.68				35,460.68
002141		Brenda N McDonald PLLC							
	I-20260515	TOWN ATTORNEY	E	5/18/2026			002372		
	215 5-120-3215	Legal Services	TOWN ATTORNEY		1,500.00				
	I-202605188974	TOWN ATTORNEY	E	5/18/2026			002372		
	100 5-610-3215	Legal Services	TOWN ATTORNEY		10,500.00				
	710 5-530-3215	Legal Services	TOWN ATTORNEY		1,500.00				13,500.00
002025		Centerline Supply, Inc.							
	I-ORD0173162X	Decorative poles_ street signs	E	5/27/2026			002373		
	100 5-520-2220	Traffic Control	Decorative poles_ st		1,827.62				
	I-ORD0174740X	"30A [S] CONE-TRAFFIC 28"" 7 L	E	5/27/2026			002373		
	100 5-520-2220	Traffic Control	"30A [S] CONE-TRAFFI		389.02				
	I-ORD0174740aX	"30A [S] CONE-TRAFFIC 28"" 7 L	E	5/27/2026			002373		

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002025		Centerline Supply, IncCONT							
	I-ORD0174740aX	"30A [S] CONE-TRAFFIC 28"" 7 L	E	5/27/2026			002373		
	710 5-530-2210	Other Supplies	"30A [S] CONE-TRAFFI		389.03				2,605.67
002218		Lourdes Rodriguez							
	I-ReimbursementX	Diaz - Mileage for TLETS train	E	5/27/2026			002374		
	100 5-212-3100	Training	Diaz - Mileage for T		24.92				24.92
002629		Mike Sims							
	I-4182026X	Administration Meals	E	5/27/2026			002375		
	100 5-120-2130	Meal Services & Supplies	Administration Meals		205.47				205.47
001407		UniFirst Holdings							
	I-2810738571X	Uniforms and mats	E	5/27/2026			002400		
	710 5-530-2140	Uniforms & Clothing	Uniforms and mats		20.99				
	I-2810738571aX	Uniforms and mats	E	5/27/2026			002400		
	100 5-520-2140	Uniforms & Clothing	Uniforms and mats		11.67				
	I-2810738571bX	Uniforms and mats	E	5/27/2026			002400		
	100 5-520-4110	Building Maintenance	Uniforms and mats		7.98				
	I-2810742479X	Uniforms and mats	E	5/27/2026			002400		
	100 5-520-2140	Uniforms & Clothing	Uniforms and mats		4.89				
	I-2810742479aX	Uniforms and mats	E	5/27/2026			002400		
	710 5-530-2140	Uniforms & Clothing	Uniforms and mats		34.77				
	I-2810742479bX	Uniforms and mats	E	5/27/2026			002400		
	100 5-520-2140	Uniforms & Clothing	Uniforms and mats		12.35				
	I-2810742479cX	Uniforms and mats	E	5/27/2026			002400		
	100 5-520-4110	Building Maintenance	Uniforms and mats		7.98				
	I-2810746220X	Uniforms and mats	E	5/27/2026			002400		
	100 5-520-2140	Uniforms & Clothing	Uniforms and mats		8.62				
	I-2810746220aX	Uniforms and mats	E	5/27/2026			002400		
	710 5-530-2140	Uniforms & Clothing	Uniforms and mats		24.46				
	I-2810746220bX	Uniforms and mats	E	5/27/2026			002400		
	100 5-520-2140	Uniforms & Clothing	Uniforms and mats		9.18				
	I-2810746220cX	Uniforms and mats	E	5/27/2026			002400		
	100 5-520-4110	Building Maintenance	Uniforms and mats		7.98				150.87
001606		Greg Bertrand							
	I-4/26/2026	Monthly Court 1/2 day 04/13/20	E	5/27/2026			002401		
	100 5-135-3210	Professional Services	Monthly Court 1/2 da		742.50				
	I-4/26/2026X	Monthly Court 1/2 day 04/13/20	E	5/27/2026			002401		
	100 5-135-3210	Professional Services	Monthly Court 1/2 da		7.50				750.00
002434		JLBB Company LLC							
	I-15531	Tree removal at TH_ Fence and	E	5/27/2026			002402		
	100 5-521-4910	Parks Maintenance	Tree removal at TH_		6,098.40				
	I-15531X	Tree removal at TH_ Fence and	E	5/27/2026			002402		
	100 5-120-4110	Building Maintenance	Tree removal at TH_		35.00				
	I-15531aX	Tree removal at TH_ Fence and	E	5/27/2026			002402		

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002434		JLBB Company LLC CONT							
	I-15531aX	Tree removal at TH_ Fence and	E	5/27/2026			002402		
	100 5-521-4910	Parks Maintenance	Tree removal at TH_		61.60				
	I-15531b	Tree removal at TH_ Fence and	E	5/27/2026			002402		
	100 5-120-4110	Building Maintenance	Tree removal at TH_		3,465.00				
	I-15535	Unity Park Mowing	E	5/27/2026			002402		
	100 5-521-4910	Parks Maintenance	Unity Park Mowing		643.50				
	I-15535X	Unity Park Mowing	E	5/27/2026			002402		
	100 5-521-4910	Parks Maintenance	Unity Park Mowing		6.50				
	I-15541	Unity Park Lift Station bar di	E	5/27/2026			002402		
	100 5-521-4910	Parks Maintenance	Unity Park Lift Stat		445.50				
	I-15541X	Unity Park Lift Station bar di	E	5/27/2026			002402		
	100 5-521-4910	Parks Maintenance	Unity Park Lift Stat		4.50				
	I-15542	remove and dispose of slit fen	E	5/27/2026			002402		
	100 5-521-4910	Parks Maintenance	remove and dispose o		346.50				
	I-15542X	remove and dispose of slit fen	E	5/27/2026			002402		
	100 5-521-4910	Parks Maintenance	remove and dispose o		3.50				
	I-15543	harpool_ country club_ 407_ ol	E	5/27/2026			002402		
	230 5-520-6410	Street Improvements	harpool_ country clu		470.25				
	I-15543X	harpool_ country club_ 407_ ol	E	5/27/2026			002402		
	230 5-520-6410	Street Improvements	harpool_ country clu		4.75				11,585.00
002610		New Horizons Design & Build LL							
	I-2546	Unity Park - irrigation repair	E	5/27/2026			002403		
	100 5-521-4910	Parks Maintenance	Unity Park - irrigat		10,444.50				
	I-2546X	Unity Park - irrigation repair	E	5/27/2026			002403		
	100 5-521-4910	Parks Maintenance	Unity Park - irrigat		105.50				10,550.00
002688		CAMILO ORTIZ, DBA MILO'S LANDS							
	I-004	Unity Park - Eagle Sculpture t	E	5/27/2026			002404		
	100 5-521-4910	Parks Maintenance	Unity Park - Eagle S		2,190.00				2,190.00
002715		Terry Holloway							
	I-THREIMB	TxDOT Physical for Class A CDL	E	5/27/2026			002405		
	100 5-520-3120	Membership & Licenses	TxDOT Physical for C		99.00				
	I-THREIMBX	TxDOT Physical for Class A CDL	E	5/27/2026			002405		
	100 5-520-3120	Membership & Licenses	TxDOT Physical for C		1.00				100.00
001825		The Fulcrum Group Inc							
	I-38739	Adobe Renewal	E	5/28/2026			002406		
	100 5-140-3221	Software Subscriptions	Adobe Renewal		4,763.04				
	I-38746	New User setup	E	5/28/2026			002406		
	100 5-140-3200	IT Support Services	New User setup		1,889.00				
	I-38778	IT Support Services	E	5/28/2026			002406		
	100 5-140-3200	IT Support Services	IT Support Services		16,633.50				
	I-38786	Adobe License	E	5/28/2026			002406		
	100 5-140-3221	Software Subscriptions	Adobe License		271.27				23,556.81

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002068		Amanda Williams							
	I-051726reimb	Uniform pants - Williams	E	5/28/2026			002407		
	100 5-212-2140	Uniforms/Clothing	Uniform pants - Will		108.25				108.25
002215		MCA LLC - Knight Security							
	I-INV4140003409	Annual Security Services	E	5/28/2026			002408		
	100 5-140-3221	Software Subscriptions	Annual Security Serv		11,460.60				11,460.60
002688		CAMILO ORTIZ, DBA MILO'S LANDS							
	I-004X	Unity Park - Eagle Sculpture t	E	5/28/2026			002409		
	100 5-521-4910	Parks Maintenance	Unity Park - Eagle S		21.90				
	I-005	Flagstone Path - remove weeds_	E	5/28/2026			002409		
	100 5-521-4910	Parks Maintenance	Flagstone Path - rem		945.00				966.90
002725		Castillos Landscape and Tree S							
	I-653582	Mowing and clearing of Country	E	5/28/2026			002410		
	230 5-520-6410	Street Improvements	Mowing and clearing		1,300.00				1,300.00
002726		Holiday Ford							
	I-33013	2026 Ford Interceptor	E	5/28/2026			002411		
	220 5-210-6110	Vehicles	2026 Ford Intercepto		81,875.00				81,875.00
0754		MCCi, LLC							
	I-RN28914	Laserfiche Renewal	E	5/28/2026			002412		
	100 5-140-3221	Software Subscriptions	Laserfiche Renewal		44,982.01				
	I-SC9032	Scanning project	E	5/28/2026			002412		
	710 5-530-3210	Professional Services	Scanning project		15,030.06				60,012.07
002703		Architexas							
	I-2604.01	KIRK & MAIN DESIGN	R	5/05/2026			026029		
	320 5-510-3210	Professional Services	KIRK & MAIN ENG		16,187.00				
	I-2604.01-01	PLANNING & URBAN DESIGN	R	5/05/2026			026029		
	215 5-120-3611	Economic Incentive Grant	PLANNING & URBAN DES		18,893.00				35,080.00
001680		ASCO							
	I-SWO490858	Repairs on PW Skidsteer	R	5/05/2026			026030		
	100 5-520-4310	Equipment Maintenance	Repairs on PW Skidst		6,357.30				6,357.30
002181		BrightView Landscape Services							
	I-9776968	Remove fallen limbs on 377_ C	R	5/05/2026			026031		
	100 5-520-3210	Professional Services	Remove fallen limbs		5,675.81				5,675.81
0426		GFOA							
	I-00029169	FY25 Review Fee - Audit	R	5/05/2026			026032		
	100 5-130-3218	Financial Services	FY25 Review Fee - Au		505.00				505.00

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002032		GoGov Apps							
	I-26-318	Annual Subscription (7-1-26 to	R	5/05/2026			026033		
	100 5-212-3210	Professional Services	Annual Subscription		4,896.00				4,896.00
0497		Home Depot Credit Services							
	I-7272771	Gas cans for mowers_ engine mi	R	5/05/2026			026034		
	100 5-520-2210	Other Supplies	Gas cans for mowers_		92.84				
	I-8360649	Hand trolley	R	5/05/2026			026034		
	710 5-530-2312	Tools	Hand trolley		79.98				172.82
002695		MIKE UDOVIC							
	I-2025 Tree Rebate	2025 Tree Rebate	R	5/05/2026			026035		
	256 5-120-3022	Tree Rebate Program - Res	2025 Tree Rebate		500.00				500.00
002277		Perdue Brandon Fielder Collins							
	I-20742	Attorney Fees for professional	R	5/05/2026			026036		
	100 2030	State Court Fines Payable	Attorney Fees for pr		2,006.80				2,006.80
002517		Rita Raggi							
	I-15	Sewed patches	R	5/05/2026			026037		
	100 5-212-2140	Uniforms/Clothing	Sewed patches		36.00				36.00
001829		Ralph Standefer							
	I-26-009	Easley Polygraph	R	5/05/2026			026038		
	100 5-212-3021	HR & RECRUITMENT	Easley Polygraph		200.00				200.00
1000		Strategic Government Resources							
	I-2026-000384	03.29.26 to 04.11.26	R	5/05/2026			026039		
	710 5-530-3020	Contract Labor	03.29.26 to 04.11.26		12,288.62				
	I-2026-000441	Interim Public Works Director	R	5/05/2026			026039		
	710 5-530-3020	Contract Labor	Interim Public Works		10,870.78				23,159.40
001385		TASC - Client Invoices							
	I-IN3682726	FSA Plan Administration	R	5/05/2026			026040		
	100 5-610-3020	Contract Labor	FSA Plan Administrat		455.00				455.00
1084		Texas Excavation Safety System							
	I-26-02010	Message fees for February 2026	R	5/05/2026			026041		
	710 5-530-3210	Professional Services	Message fees for Feb		88.55				88.55
001303		James Wood Autopark Inc. DBA T							
	I-TCSS181216	Unit 43 radiator replacement	R	5/05/2026			026042		
	100 5-212-4210	Vehicle Maintenance	Unit 43 radiator rep		1,570.63				1,570.63

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002717		Big D Print & Logistics dba Th							
	I-1211	Printing_ Postage and mailing	R	5/05/2026			026043		
	100 5-123-3010	Postage & Shipping	Printing_ Postage an		868.76				
	100 5-123-3015	Printing Services	Printing_ Postage an		2,846.20				3,714.96
002210		Will A Pruitt Attorney at Law							
	I-1808	April Legal Services	R	5/05/2026			026044		
	100 5-610-3215	Legal Services	April Legal Services		2,505.00				2,505.00
001936		Eight 20 Consulting LLC/Zactax							
	I-23246	Financial Services	R	5/05/2026			026045		
	100 5-130-3218	Financial Services	Financial Services		4,000.00				4,000.00
002657		308 Construction LLC DBA 308 S							
	I-26303-0001	Electrical work for Shed Pump	R	5/12/2026			026046		
	100 5-520-4110	Building Maintenance	Electrical work for		1,994.45				1,994.45
002688		CAMILO ORTIZ, DBA MILO'S LANDS							
	I-003	River rock cobbles_ weed barri	R	5/12/2026			026047		
	100 5-521-4910	Parks Maintenance	River rock cobbles_		1,020.00				1,020.00
001903		Cardinal Strategies Engineerin							
	I-7341	April 2026 Professional Eng Se	R	5/12/2026			026048		
	100 5-410-3210	Professional Services	April 2026 Professio		1,650.00				1,650.00
002721		CDI 60 Hawk, LLC							
	I-202605128973	MDD Incentive Agreement	R	5/12/2026			026049		
	215 5-120-3611	Economic Incentive Grant	MDD Incentive Agreem		300,000.00				300,000.00
002707		Cindy Morrow							
	I-01-002707	2025 Tree Rebate	R	5/12/2026			026050		
	256 5-120-3022	Tree Rebate Program - Res	2025 Tree Rebate		500.00				500.00
002669		CLASP Companies DBA Valley Que							
	I-2025-113-03	Final draft of Front Street Sm	R	5/12/2026			026051		
	215 5-120-3611	Economic Incentive Grant	Final draft of Front		2,250.00				2,250.00
002708		Edward Patrick Reeves							
	I-01-002708	2025 Tree Rebate Edward Patric	R	5/12/2026			026052		
	256 5-120-3022	Tree Rebate Program - Res	2025 Tree Rebate Edw		500.00				500.00
001393		Locke Supply Co.							
	I-58057735-00	Filters for TH_ PD_ and PW	R	5/12/2026			026053		
	710 5-530-4110	Building Maintenance	Filters for TH_ PD_		21.44				
	100 5-120-4110	Building Maintenance	Filters for TH_ PD_		80.76				
	100 5-212-4110	Building Maintenance	Filters for TH_ PD_		28.70				130.90

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0801		O'Reilly Automotive, Inc.							
	I-5521267006	Battery terminal for Roller	R	5/12/2026			026054		
	100 5-520-4310	Equipment Maintenance	Battery terminal for		12.49				12.49
001776		SAFEbuilt Texas LLC							
	I-3738223	April 2026 Building Plan Revie	R	5/12/2026			026055		
	100 5-412-3210	Professional Services	April 2026 Building		13,553.29				
	I-3743317	April 2026 Code Compliance Ser	R	5/12/2026			026055		
	100 5-412-3210	Professional Services	April 2026 Code Comp		6,579.20				20,132.49
001436		Southwest International Trucks							
	I-022032799	Dump Truck Maintenance & Repai	R	5/12/2026			026056		
	100 5-520-4210	Vehicle Maintenance	Dump Truck Maintenan		4,890.45				4,890.45
1166		Trinity River Authority of Tex							
	I-3066	DCRWS-OPERATIONS & MAINTENANCE	R	5/12/2026			026057		
	710 5-530-3250	WW Treatment Services	DCRWS-OPERATIONS & M		78,890.00				78,890.00
001936		Eight 20 Consulting LLC/Zactax							
	I-23192	April Financial Services	R	5/12/2026			026058		
	100 5-130-3218	Financial Services	April Financial Serv		4,000.00				4,000.00
002686		Advanced Texas Striping LLC							
	I-742a	Striping project at Glendale D	R	5/27/2026			026060		
	100 5-520-2220	Traffic Control	Striping project at		1,324.58				1,324.58
002146		Carrillo Sipes Tibbels PLLC							
	I-03835X	May 2026 Municipal Court Prose	R	5/27/2026			026061		
	100 5-135-3215	Legal Services	May 2026 Municipal C		20.00				20.00
001914		Flock Safety, DBA Flock Group,							
	I-INV-94136X	8 LPR Cameras	R	5/27/2026			026062		
	100 5-212-4310	Equipment Maintenance	8 LPR Cameras		200.00				200.00
0497		Home Depot Credit Services							
	I-4511869X	Building Maintenance (PW & TH)	R	5/27/2026			026063		
	100 5-520-4110	Building Maintenance	Building Maintenance		5.98				
	I-4511869aX	Building Maintenance (PW & TH)	R	5/27/2026			026063		
	100 5-120-4110	Building Maintenance	Building Maintenance		6.53				
	I-4511869bX	Building Maintenance (PW & TH)	R	5/27/2026			026063		
	710 5-530-4210	Vehicle Maintenance	Building Maintenance		2.99				
	I-7342465X	PW Shop Supplies	R	5/27/2026			026063		
	100 5-520-2210	Other Supplies	PW Shop Supplies		71.85				87.35

VENDOR SET: 01 Town of Argyle
BANK: FGB Consolidate Cash FGB
DATE RANGE: 5/01/2026 THRU 5/31/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0554		Jagoe Public Company							
	I-20302X	Asphalt	R	5/27/2026			026064		
	100 5-520-2230	Street Materials	Asphalt		1,819.45				1,819.45
002719		SealMaster							
	I-INV2115073X	GatorPave Patching 5 Gal Pail_	R	5/27/2026			026065		
	100 5-520-2230	Street Materials	GatorPave Patching 5		805.74				805.74
001436		Southwest International Trucks							
	I-022432697X	Repair of VID 2125 Dump Truck	R	5/27/2026			026066		
	100 5-520-4310	Equipment Maintenance	Repair of VID 2125 D		5,444.56				5,444.56
1000		Strategic Government Resources							
	I-2026-000331X	03.15 through 03.28	R	5/27/2026			026067		
	710 5-530-3020	Contract Labor	03.15 through 03.28		10,545.78				
	I-2026-000489X	04.26 through 05.09 Interim PW	R	5/27/2026			026067		
	710 5-530-3020	Contract Labor	04.26 through 05.09		10,991.61				21,537.39
1006		Sunbelt Rentals							
	I-182515687-0001X	rental equipment - Floor saw_	R	5/27/2026			026068		
	100 5-520-2312	Tools	rental equipment - F		1,400.63				
	I-183486211-0001X	4WD EXTENDAHOE BACKHOE CANOPY	R	5/27/2026			026068		
	100 5-520-4510	Street Maintenance	4WD EXTENDAHOE BACKH		2,236.94				3,637.57
001697		TexasBit							
	I-201685621X	Plant: 04042 Asphalt - NTX Col	R	5/27/2026			026069		
	100 5-520-2230	Street Materials	Plant: 04042 Asphalt		1,029.48				
	I-201687416X	DG-D SAC B 64-22 R - Asphalt	R	5/27/2026			026069		
	100 5-520-2230	Street Materials	DG-D SAC B 64-22 R -		1,845.85				2,875.33
001823		ULINE							
	I-50380173X	Leather Fashion Chairs for PW	R	5/27/2026			026070		
	100 5-520-2311	Minor Office Equipment	Leather Fashion Chai		554.58				554.58
002686		Advanced Texas Striping LLC							
	I-742	Striping project at Glendale D	R	5/27/2026			026071		
	100 5-520-2220	Traffic Control	Striping project at		13,245.80				13,245.80
002146		Carrillo Sipes Tibbels PLLC							
	I-03835	May 2026 Municipal Court Prose	R	5/27/2026			026072		
	100 5-135-3215	Legal Services	May 2026 Municipal C		2,000.00				2,000.00
001914		Flock Safety, DBA Flock Group,							
	I-INV-94136	8 LPR Cameras	R	5/27/2026			026073		
	100 5-212-4310	Equipment Maintenance	8 LPR Cameras		20,000.00				20,000.00

VENDOR SET: 01 Town of Argyle
BANK: FGB Consolidate Cash FGB
DATE RANGE: 5/01/2026 THRU 5/31/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0497		Home Depot Credit Services							
	I-4511869	Building Maintenance (PW & TH)	R	5/27/2026			026074		
	100 5-520-4110	Building Maintenance	Building Maintenance		5.98				
	I-4511869a	Building Maintenance (PW & TH)	R	5/27/2026			026074		
	100 5-120-4110	Building Maintenance	Building Maintenance		65.30				
	I-4511869b	Building Maintenance (PW & TH)	R	5/27/2026			026074		
	710 5-530-4210	Vehicle Maintenance	Building Maintenance		29.90				
	I-7342465	PW Shop Supplies	R	5/27/2026			026074		
	100 5-520-2210	Other Supplies	PW Shop Supplies		71.85				173.03
002686		Advanced Texas Striping LLC							
	I-752	Striping for Harpole and Frenc	R	5/28/2026			026075		
	100 5-520-4510	Street Maintenance	Striping for Harpole		600.00				600.00
001490		AM Plumbing							
	I-27553396	1 Man Hour and Plumbing Parts	R	5/28/2026			026076		
	100 5-120-4110	Building Maintenance	1 Man Hour and Plumb		147.39				
	I-27929588	1 Man Hour and plumbing parts.	R	5/28/2026			026076		
	100 5-120-4110	Building Maintenance	1 Man Hour and plumb		209.01				
	I-33977716	Cleared debris from aerator on	R	5/28/2026			026076		
	100 5-120-4110	Building Maintenance	Cleared debris from		145.00				
	I-34174068	Water leak in men's bathroom w	R	5/28/2026			026076		
	100 5-120-4110	Building Maintenance	Water leak in men's		419.86				921.26
002673		Belmont FWSD No 2 of Denton Co							
	I-4	March Sales Tax Portion	R	5/28/2026			026077		
	100 4011	BFWSD2 Sales Tax Reimbursement	March Sales Tax Port		7,795.34				
	I-5	April Sales Tax Portion	R	5/28/2026			026077		
	100 4011	BFWSD2 Sales Tax Reimbursement	April Sales Tax Port		7,898.12				
	I-6	May Sales Tax Portion	R	5/28/2026			026077		
	100 4011	BFWSD2 Sales Tax Reimbursement	May Sales Tax Portio		8,856.93				24,550.39
001655		FASTSIGNS							
	I-388-118914	Onsite installation of VID dec	R	5/28/2026			026078		
	100 5-520-4210	Vehicle Maintenance	Onsite installation		797.40				
	I-388-118914a	Onsite installation of VID dec	R	5/28/2026			026078		
	710 5-530-4210	Vehicle Maintenance	Onsite installation		187.60				985.00
0497		Home Depot Credit Services							
	I-3614499	Safety supplies_ key supplies_	R	5/28/2026			026079		
	100 5-520-2210	Other Supplies	Safety supplies_ key		143.20				
	I-5511463	VID 2136 repairs	R	5/28/2026			026079		
	100 5-520-4210	Vehicle Maintenance	VID 2136 repairs		285.91				
	I-7620803	Flag supplies_ Street Maintena	R	5/28/2026			026079		
	100 5-520-2210	Other Supplies	Flag supplies_ Stree		159.99				
	I-7620803a	Flag supplies_ Street Maintena	R	5/28/2026			026079		
	100 5-520-4510	Street Maintenance	Flag supplies_ Stree		137.90				
	710 5-530-4310	Equipment Maintenance	Flag supplies_ Stree		193.34				
	I-8361601	Street materials	R	5/28/2026			026079		

VENDOR SET: 01 Town of Argyle
BANK: FGB Consolidate Cash FGB
DATE RANGE: 5/01/2026 THRU 5/31/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0497	Home Depot Credit ServCONT							
I-8361601	Street materials	R	5/28/2026			026079		
100 5-520-2230	Street Materials	Street materials		1,472.11				2,392.45
1006	Sunbelt Rentals							
I-182515687-0002	Rental equipment - Backhoe & b	R	5/28/2026			026080		
100 5-520-4510	Street Maintenance	Rental equipment - B		1,274.62				
I-182515687-0003	Rental equipment - Skidsteer_	R	5/28/2026			026080		
100 5-520-4510	Street Maintenance	Rental equipment - S		4,408.17				5,682.79
001697	TexasBit							
I-201686077	ASPHALT: DG-D SAC B 64-22 V	R	5/28/2026			026081		
100 5-520-4510	Street Maintenance	ASPHALT: DG-D SAC B		703.00				703.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	52		616,454.32	0.00	616,454.32
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	17		55,497.82	0.00	55,497.82
EFT:	29		339,521.90	0.00	339,521.90
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 2030	State Court Fines Payable	2,006.80
100 2102	Ded. Payable ICMA	1,170.09
100 2106	Ded. Payable Health Insurance	608.48
100 2130	Ded. Payable FIT	10,046.04
100 2131	Employer Payable Medicare	1,679.50
100 2165	Ded. Payable Health Savings	1,347.52
100 4011	BFWSD2 Sales Tax Reimbursement	24,550.39
100 5-120-1220	Medicare	247.04
100 5-120-1240	Group Insurance	75.00
100 5-120-2130	Meal Services & Supplies	205.47
100 5-120-4110	Building Maintenance	4,573.85
100 5-122-1220	Medicare	152.98
100 5-122-1240	Group Insurance	50.00
100 5-123-3010	Postage & Shipping	868.76
100 5-123-3015	Printing Services	2,846.20

VENDOR SET: 01 Town of Argyle
BANK: FGB Consolidate Cash FGB
DATE RANGE: 5/01/2026 THRU 5/31/2026

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 5-130-3218	Financial Services	8,505.00
100 5-135-1220	Medicare	71.15
100 5-135-1240	Group Insurance	50.00
100 5-135-3210	Professional Services	750.00
100 5-135-3215	Legal Services	2,020.00
100 5-140-2310	Minor Equipment	5,000.00
100 5-140-3200	IT Support Services	18,522.50
100 5-140-3221	Software Subscriptions	61,476.92
100 5-212-1220	Medicare	970.98
100 5-212-1240	Group Insurance	449.86
100 5-212-2140	Uniforms/Clothing	156.82
100 5-212-2280	Motor Vehicle & Equip Fuel	12,148.17
100 5-212-3021	HR & RECRUITMENT	200.00
100 5-212-3100	Training	84.79
100 5-212-3210	Professional Services	4,896.00
100 5-212-3300	Utilities	151.65
100 5-212-4110	Building Maintenance	28.70
100 5-212-4210	Vehicle Maintenance	1,570.63
100 5-212-4310	Equipment Maintenance	20,200.00
100 5-220-3222	Animal Control Services	3,249.20
100 5-410-1220	Medicare	148.67
100 5-410-1240	Group Insurance	75.00
100 5-410-3210	Professional Services	1,650.00
100 5-412-1220	Medicare	0.36
100 5-412-1240	Group Insurance	0.14
100 5-412-3210	Professional Services	20,132.49
100 5-412-3220	Public Construction Inspection	35,460.68
100 5-520-1220	Medicare	88.32
100 5-520-1240	Group Insurance	49.27
100 5-520-2140	Uniforms & Clothing	156.27
100 5-520-2210	Other Supplies	539.73
100 5-520-2220	Traffic Control	16,904.77
100 5-520-2230	Street Materials	6,972.63
100 5-520-2280	Motor Vehicle & Equip Fuel	682.84
100 5-520-2311	Minor Office Equipment	554.58
100 5-520-2312	Tools	1,400.63
100 5-520-3120	Membership & Licenses	100.00
100 5-520-3210	Professional Services	5,675.81
100 5-520-3300	Utilities	75.82
100 5-520-4110	Building Maintenance	2,038.33
100 5-520-4210	Vehicle Maintenance	5,973.76
100 5-520-4310	Equipment Maintenance	11,814.35
100 5-520-4510	Street Maintenance	9,360.63
100 5-521-3300	Utilities	1,560.52
100 5-521-4910	Parks Maintenance	22,336.90
100 5-610-1240	Group Insurance - EAP	1,750.00

VENDOR SET: 01 Town of Argyle
BANK: FGB Consolidate Cash FGB
DATE RANGE: 5/01/2026 THRU 5/31/2026

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 5-610-3020	Contract Labor	8,798.76
100 5-610-3210	Professional Services	291.19
100 5-610-3215	Legal Services	13,005.00
100 5-610-3300	Utilities	371.81
	*** FUND TOTAL ***	358,899.75
215 5-120-3215	Legal Services	1,500.00
215 5-120-3611	Economic Incentive Grant	321,143.00
	*** FUND TOTAL ***	322,643.00
220 5-210-6110	Vehicles	81,875.00
	*** FUND TOTAL ***	81,875.00
230 5-520-6410	Street Improvements	1,775.00
	*** FUND TOTAL ***	1,775.00
256 5-120-3022	Tree Rebate Program - Res	1,500.00
	*** FUND TOTAL ***	1,500.00
320 5-510-3210	Professional Services	66,774.63
	*** FUND TOTAL ***	66,774.63
710 2102	Deductions Payable ICMA	5.91
710 2106	Deductions Payable Health Insu	61.18
710 2130	Ded. Payable FIT	556.75
710 2131	Employer Payable Medicare	117.17
710 2165	Ded. Payable Health Savings	1.00
710 5-530-1220	Medicare	117.17
710 5-530-1240	Group Insurance	100.73
710 5-530-2140	Uniforms & Clothing	102.11
710 5-530-2210	Other Supplies	389.03
710 5-530-2280	Motor Vehicle & Equip Fuel	1,601.73
710 5-530-2312	Tools	79.98
710 5-530-3020	Contract Labor	44,696.79
710 5-530-3210	Professional Services	28,543.61
710 5-530-3215	Legal Services	1,500.00
710 5-530-3250	WW Treatment Services	98,765.10
710 5-530-3300	Utilities	75.83
710 5-530-4110	Building Maintenance	21.44
710 5-530-4210	Vehicle Maintenance	220.49
710 5-530-4310	Equipment Maintenance	193.34
710 5-530-4710	Lift Station Maintenance	857.30
	*** FUND TOTAL ***	178,006.66

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: FGB TOTALS:	98	1,011,474.04	0.00	1,011,474.04
BANK: FGB TOTALS:	98	1,011,474.04	0.00	1,011,474.04

VENDOR SET: 01 Town of Argyle
BANK: TIRZ1 Waterbrook TIRZ No 1
DATE RANGE: 5/01/2026 THRU 5/31/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
001905	Waterbrook Commercial Investor							
I-202605058970	2026 Tax Payment	R	5/05/2026			001013		
203 4006	TIRZ Property Tax - County	2026 Tax Payment		133,230.39				133,230.39

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1		133,230.39	0.00	133,230.39
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
203 4006	TIRZ Property Tax - County	133,230.39
	*** FUND TOTAL ***	133,230.39

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TIRZ1 TOTALS:	1	133,230.39	0.00	133,230.39
BANK: TIRZ1 TOTALS:	1	133,230.39	0.00	133,230.39
REPORT TOTALS:	99	1,144,704.43	0.00	1,144,704.43

SELECTION CRITERIA

VENDOR SET: 01-TOWN OF ARGYLE
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 5/01/2026 THRU 5/31/2026
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: YES
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Public Hearing Item	June 15, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

Mayor Ronald Schmidt

ITEM DESCRIPTION:

Hold a public hearing and consider 1st Reading of Ordinance 2026-29 to adopt and enact a moratorium on all development applications (i.e. zoning changes, SUPs, site plans, all plats, etc.) for commercial and residential developments in an area generally bounded by the eastern right-of-way line of I-35W to the east, a line approximately 2,900 feet north of FM 407, the western right-of-way line of US Hwy 377 to the west, and a line approximately 5,300 feet south of FM 407. The area includes properties on both the north and south sides of FM 407 between I-35W and US Hwy 377 and includes all land indicated as commercial and residential designation on the Town of Argyle Future Land Use Plan dated June 2024 and zoned as commercial or residential on the latest Zoning Map; providing findings of fact; providing exemptions; providing a waiver procedure; providing for a termination date; providing for severability, and providing an effective date.

BACKGROUND INFORMATION:

Proposed Boundary Area of Development Moratorium:
North: A line approximately 2,900 feet north of FM 407
East: Western ROW line of US Hwy 377
South: A line approximately 5,300 feet south of FM 407
West: Eastern ROW line of I-35W

Town staff has raised concerns with increased developments occurring along FM 407 and its impact, primarily on drainage and the Graham Branch and secondly on traffic when FM 407 is not currently designed and built to handle the increased capacity for new developments.

Staff is recommending the Town adopt a 90-day moratorium suspending all development activities along FM 407 between I-35W and US Hwy 377 within the boundary described in Exhibit A of the draft ordinance.

Sections 212.135, 212.1351 and 212.1352 of the TLGC (as applicable) state that if a municipality adopts a moratorium on property development, the moratorium must be justified by demonstrating: a need to prevent a shortage of essential public facilities (212.135); a significant need for other public facilities (including police and fire) (212.1351); or that existing commercial development ordinances, regulations and other laws are inadequate to prevent new development from being detrimental to health, safety or welfare of residents. In each case, the municipality must issue written findings based on reasonably available information.

In the case of 212.135, the findings must include evidence demonstrating the extent of need beyond the estimated capacity of existing essential public facilities that is expected to result from new property development, including identifying:

(A) any essential public facilities currently operating near, at, or beyond capacity;
(B) the portion of that capacity committed to the development subject to the moratorium; and
(C) the impact fee revenue allocated to address the facility need.

In the case of 212.1351, the findings must include a summary of:
(1) Evidence demonstrating that existing development ordinances, regulations and laws are inadequate to prevent new development from causing overcapacity of municipal infrastructure, or being detrimental to public health, safety, and welfare in the defined area;
(2) Evidence demonstrating that alternatives to the moratorium are unsatisfactory; and
(3) Evidence demonstrating that the town has approved a working plan and time schedule for achieving the objectives of the moratorium.

In the case of 212.1352, the findings must include a summary of:
(1) Evidence demonstrating the need for new ordinances, regulations, or amendments, identifying harm to public health, safety, or welfare that will occur if the moratorium is not adopted;
(2) The geographic boundaries of the moratorium;
(3) The specific types of commercial properties to which the moratorium will apply; and
(4) The objectives or goals to be achieved by adopting or amending ordinances or regulations during the moratorium period.

The written findings for this proposed moratorium as required by State statute must be provided or incorporated within the draft ordinance attached to this report.

The following list summarizes some of the critical elements being developed to address the shortage of essential public facilities.

- Evaluate Town Development Standard requirements for on-site and downstream drainage assessments and design standards for drainage and detention improvements.
- Consider a “regional” approach to drainage and detention in this area
- Evaluate the current Master Drainage Plan and Master Thoroughfare Plan in this area
- Assess design alternatives to handle increased capacity on FM 407

Drainage Impact on Graham Branch:
Drainage is a major concern in this area, as the entire area drains to the Graham Branch, one of the largest watersheds in Argyle. As each property develops, either commercially or residentially, it will have an impact on the capacity of the Graham Branch and its surrounding properties as well as those that are located downstream. It begins in the Harvest development west of IH-35W and captures the Heath Tract north of FM 407 and all the construction related to the Avalon of Argyle development south of FM 407, totaling over 4,200 acres. It appears that the vast majority of that watershed is developed or rapidly developing. The Town of Argyle is requiring drainage studies and downstream assessments to try to stay on top of the growth but each of these studies focuses on only a part of the watershed. It would be very beneficial to generate a more recent comprehensive assessment of drainage in the watershed to better understand the effect of the development of the whole watershed.

Traffic Demands on FM 407:
All future developments will be served by and connect to FM 407 for access. FM 407 is a State-owned and operated roadway that serves as one of the major arterials in Argyle. Currently, it is a two-lane roadway with future plans for widening into a 6-lane, divided roadway. TxDOT is currently conducting hearings and an environmental study on the future widening of FM 407 but this project has yet to be fully designed, funded and the tentative timeline for construction of the additional lanes is unknown.

Traffic Impact Analyses (TIA) received by the Town from proposed developments on FM 407 show a level of services worse than C at full build out conditions, which is the minimum acceptable condition for traffic in the Town. Without an expansion of FM 407 through this corridor, the level of service will remain below C for future development.

Development History:
There are a number of developments along FM 407 that have been approved and are currently in process of construction, namely the Argyle ISD Middle School and Intermediate School, and the Argyle Landing subdivision with 198 residential lots and 2 commercial lots, nearing completion. Other projects that have received zoning entitlements include the Argyle Sports Academy (33,600 sq. ft. indoor badminton facility), Valley Creek Church (35,724 sq. ft. church facility), and the Tribes Church (10,277 sq. ft. church facility).

Other pending projects in this corridor is the Heath Tract Planned Development, which includes a 142 acre commercial development on the north side of FM 407, and an expansion of the Well Community Church with a new sanctuary of 1300 seats. All would have primary access onto FM 407.

Properties affected by Moratorium would be all properties on both north and south sides of FM 407 between I-35W and US Hwy 377 and includes all land indicated as commercial and residential designation on the Town of Argyle Future Land Use Plan dated June 2024 and zoned as commercial or residential on the latest Zoning Map. This Moratorium would restrict all future new development applications such as zoning changes, SUPs, site plans, and plats but not limit the submission of permits for properties or buildings (i.e. electrical, plumbing, etc.) that have already received plat and/or site plan approvals.

Public Hearing Requirements:
Chapter 212.134 of the Texas Local Government Code (TLGC) states that two (2) public hearings are required, both before the Town Council. The Town Council will be required to have two (2) readings of the ordinance to approve the moratorium. Each reading is required to have a minimum of thirty (30) days between them.

The first public hearing is scheduled on June 15, 2026 before the Town Council. The second public hearing is scheduled for the Town Council on August 3, 2026 for final consideration.

FISCAL IMPACT:

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

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

DRAFT Ordinance 2026-29

RECOMMENDED MOTION AND/OR ACTION:

Conduct a public hearing and consider the 1st reading of the ordinance to adopt and enact a moratorium.

TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2026-29

AN ORDINANCE ADOPTING AND ENACTING A MORATORIUM ON ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, OR CONSTRUCTION ON PROPERTY WITHIN A DEFINED GEOGRAPHIC BOUNDARY, GENERALLY SURROUNDING FM 407 BETWEEN IH-35W TO THE WEST AND US 377 TO THE EAST, AND EXTENDING APPROXIMATELY 2,900 FEET TO THE NORTH OF FM 407, AND 5,300 FEET TO THE SOUTH OF FM 407; PROVIDING FINDINGS OF FACT; PROVIDING EXEMPTIONS; PROVIDING A WAIVER PROCEDURE; PROVIDING FOR A TERMINATION DATE; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Argyle, Texas, finds that it is in the best interest of the Town of Argyle ("Town") and its citizens to adopt and enact a moratorium in order to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, zoning, or construction on real property in the area generally surrounding FM 407 between IH-35W to the west and US 377 to the east, and extending approximately 2,900 feet to the north of FM 407, and 5,300 feet to the south of FM 407, as further depicted in Exhibit "A" attached hereto and incorporated herein for all purposes (the "FM 407 Moratorium Area"), including all such land indicated as commercial and residential on the Town of Argyle Future Land Use Plan dated June 2024 and currently zoned as residential or commercial on the Zoning Map; and

WHEREAS, the Town has developed a Comprehensive Plan for development within the Town and desires to protect its ability to regulate development within its jurisdiction; and

WHEREAS, the Town has started the process of revising the Comprehensive Plan and studying the land use and development in and around the FM 407 Moratorium Area; and

WHEREAS, the Town has started the process of developing and adopting ordinances that will implement the objectives of the Comprehensive Plan; and

WHEREAS, the Graham Branch is a major drainage feature of the Town of Argyle, capturing runoff from 4,200 acres of land, including much of the potential or anticipated development within the FM 407 Moratorium Area; in consultation with a professional engineer, the Town has determined that the vast majority of that area is developed or rapidly developing; making it necessary and appropriate to perform a more comprehensive assessment of the watershed and the impacts resulting from development, as needed to guide future drainage regulations to prevent a shortage of available public drainage capacity, and to prevent detrimental health, safety and welfare impacts potentially resulting if a moratorium were not imposed to allow further study and preventative regulation; and

WHEREAS, the Master Drainage Plan has identified the major watersheds within the Town of Argyle and provides drainage criteria to be used in future developments and indicate deficiencies in the Town's drainage infrastructure which could be impacted by future growth.

WHEREAS, the Comprehensive Plan recommends a future land use plan that balances residential and non-residential land uses; and

WHEREAS, the Comprehensive Plan incorporates a Thoroughfare Plan as an overall guide to enable individual developments and roadways within the Town of Argyle to be coordinated into an integrated, unified transportation system, including parameters whereby appropriate transportation corridors are preserved and/or developed to provide adequate levels of service, reflecting community goals to provide efficient, continuous traffic routes, complement expected land use patterns and characteristics, to integrate with both the regional freeway/highway and arterial system, as well as the roadway systems of surrounding local jurisdictions, to be sensitive to topographical features and constraints, and to be responsive to changing conditions; and

WHEREAS, the Thoroughfare Plan component of the Comprehensive Plan had previously identified locations within the proposed FM 407 Moratorium Area as areas necessitating further study, specifically including FM 407 in the general vicinity of its intersection with US 377; and

WHEREAS, consistent with past trends observing that most development is occurring along FM 407, further explosive growth is anticipated within the FM 407 Moratorium Area, primarily taking access from FM 407, competing for the scarce and limited transportation "bandwidth" along a two-lane rural road and ultimately diminishing its level of service, such that a moratorium is appropriate to study roadway capacity and other development impacts to formulate sound development practices and preserve community access to this existing public facility; and

WHEREAS, as an existing Farm to Market (FM) state highway, no impact fees are anticipated to fund any study or expansion of FM 407 to accommodate the demands imposed upon this existing public resource by future growth within the FM 407 Moratorium Area; and

WHEREAS, existing development regulations are inadequate to prevent exceeding the capacity of this Type A major arterial, and could detrimentally impact the health, safety, and welfare of all residents of the Town by impeding Fire and Police first responders in providing time-critical assistance to citizens in need, and promptly transporting them to hospitals and emergency services requiring rapid access to the I-35W corridor; no workable alternatives exist to prevent such detrimental impacts upon those needing such rapid emergency access and response along FM 407, other than by preventing FM 407 from exceeding its capacity via regulations crafted in response to careful engineering studies, conducted within a moratorium of a limited 90-day duration; and

WHEREAS, significant growth in and around the FM 407 Moratorium Area requires a determination of the best method to protect the property in and around the FM 407 Moratorium Area; and

WHEREAS, the study and update of Town's development ordinances and procedures is needed in order to clarify and improve planning policies, strengthen the connection between the Town's ordinances and the goals and needs of the citizens, and to protect the health, safety, environment, quality of life, and general welfare; and

WHEREAS, a temporary moratorium is needed to address significant and compelling land use and environmental compatibility concerns associated with development activities occurring in

and around the FM 407 Moratorium Area, including residences, retail, commercial, recreational, and other uses; and

WHEREAS, the Town is reviewing its municipal ordinances and regulations to provide for an equitable system of regulations relating to development in the FM 407 Moratorium Area in order to protect the interests of existing residential property while providing for opportunities for development of property along significant corridors; and

WHEREAS, the Town wants to ensure that development in the FM 407 Moratorium Area has an acceptable impact on the distinctive character of the community, which is different from that of adjoining areas and municipalities; and

WHEREAS, the Town Council seeks a better understanding of the effects of development within the FM 407 Moratorium Area and needs a reasonable amount of time to study land use management, stormwater management, and planning methods for the purpose of devising a responsible land use plan for the FM 407 Moratorium Area; and

WHEREAS, the Town Council seeks public input and professional assistance in order to preserve the community lifestyle in the FM 407 Moratorium Area while also allowing for compatible land uses, enabling free enterprise, and protecting private property rights; and

WHEREAS, in order for the Town to have adequate and reasonable time to review, evaluate, and revise the Town's development ordinances pertinent to the FM 407 Moratorium Area, and to consider the impact of the ordinances upon future growth, public health and safety, development, and natural environment, the Town wishes to implement a moratorium for a period of 90 days, during which no application for subdivision plats, zoning changes, site planning, development or construction on real property in the FM 407 Moratorium Area will be accepted; and

WHEREAS, the purposes of the temporary moratorium include preserving the *status quo* during the planning process, eliminating incentives for inadequate applications, facilitating consistent planning, avoiding exploitation of any delays inherent in the legislative process, and preventing applications from undermining the effectiveness of the revised ordinances by applying for permits and/or approvals in order to avoid the application of new, possibly more restrictive, development ordinances; and

WHEREAS, the Town desires to implement this temporary moratorium for a stated and fixed time period, and to include a waiver provision; and

WHEREAS, the Town Council plans to gather and disseminate to the public vital information relating to land use and development in the FM 407 Moratorium Area; and

WHEREAS, the Town Council seeks to promote a positive image of the Town reflecting order, harmony, and compatible land uses, thereby strengthening the Town's commercial, cultural, historical, residential, recreational, and scenic areas; and

WHEREAS, a comprehensive strategy to future development of the FM 407 Moratorium Area will preserve the health, safety and general welfare of the Town by providing for orderly growth and coordinated development; and

WHEREAS, all notices and hearings before the Town Council have been published and held in accordance with applicable statutes, laws, and regulations; and

WHEREAS, the Town Council finds that a moratorium is necessary and prudent in order to protect the *status quo* in the FM 407 Moratorium Area so that the Town Council may adopt the appropriate administrative and regulatory rules and procedures to regulate development within the FM 407 Moratorium Area;

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

SECTION 1. The recitations contained in the preamble to this ordinance are found to be true and correct legislative and factual findings of the Town Council, and, pursuant to Sections 212.135, 212.1351, and 212.1352 of the Texas Local Government Code, are hereby approved and incorporated into the body of this ordinance as if copied in their entirety, along with any supporting evidence presented at the meeting and relied upon by the Town Council for adoption.

SECTION 2. The Town hereby approves and enacts this ordinance in order to implement a temporary moratorium on the submission and acceptance of applications for subdivision plats, site development plans, zoning amendments, and development and construction permits for properties within the FM 407 Moratorium Area, an area designated on the map attached as Exhibit "A", which is included in this ordinance for all purposes, until (a) 90 days after enactment of this ordinance, or (b) termination of this ordinance by the Town, whichever is sooner. This temporary moratorium is enacted to preserve the *status quo* and (1) assess the existing and future land use for the FM 407 Moratorium Area; (2) evaluate and study methods to allow development while maintaining current roadway and drainage facilities demands of the FM 407 Moratorium Area; (3) consider the impact of development on surrounding properties in the FM 407 Moratorium Area; (4) adopt ordinances and regulations that allow for compatible development within the FM 407 Moratorium Area. Except as otherwise provided herein, and extending for the duration of this ordinance, no Town employee, officer, agent, department, board, or commission of the Town shall accept for filing any applications for subdivision plats, site development plans, zoning amendments, development and construction permits for any property located in the FM 407 Moratorium Area. Applications, together with any documents or fees accompanying the applications, which are submitted during the duration of this temporary moratorium, shall be returned to the applicant as unfiled.

SECTION 3. If the Town determines that this 90-day period is insufficient for the Town to fully complete the process of developing and adopting ordinances to implement its purposes within the FM 407 Moratorium Area, this ordinance may be renewed for an additional period of time, not to exceed 90 days, upon a majority vote of the Town Council.

SECTION 4. This ordinance shall not apply to completed applications that were lawfully submitted prior to August 3, 2026. An owner of property within the FM 407 Moratorium Area may request a waiver of the application of this temporary moratorium to a particular project by submitting a written application to the Town with the reasons for the waiver request along with supporting documentation. The waiver request must be submitted at least ten (10) business days before a regularly scheduled Town Council meeting. The Town Council may approve a waiver application, in which case the applicant may submit an application for processing, if one or more of the following conditions are satisfied:

1. **Undue Hardship**. That the applicant shall suffer undue hardship if the moratorium is not waived, that being something beyond or in addition to financial hardship; current regulations are adequate to address the proposed type of development and construction; it is in the public

interest to allow a limited exception to the moratorium; and authorizing the waiver will not adversely impact the development and character of the FM 407 Moratorium Area.

2. **Development Agreement**. That the tract is subject to a valid, written development agreement between the property owner and the Town pursuant to which all land use and development matters are addressed in a manner that protects the character and development of the FM 407 Moratorium Area.

3. **Planned Development District.** That the tract is zoned as a Planned Development District in which all land use and development matters are addressed in a manner that protects the character and development of the FM 407 Moratorium Area.

4. **Pending Projects.** That complete applications for one or more building permits for the proposed project were on file with the Town on or before the temporary moratorium became effective.

SECTION 5. In the case of any conflict between the other provisions of this ordinance and any existing ordinance of the Town, the provisions of this ordinance control, and all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Severability. This ordinance and every provision thereof shall be considered severable, and the invalidity of any section, clause, or provision or part or portion of any section, clause or provision shall not affect the validity of any other portion of this ordinance.

SECTION 7. Effective Date. This ordinance shall take effect immediately from and after its adoption, as the law and Charter in such cases provide, except that beginning on the fifth business day after the date of notice is published in conformity with Texas Local Government Code §212.134(b), a temporary moratorium took effect on November 5, 2020, during which time the Town was authorized to stop accepting permits, authorizations and approvals necessary for the construction, reconstruction, or other alteration or improvement of property located within the FM 407 Moratorium Area.

AND IT IS SO ORDERED.

DULY PASSED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, on first reading, this, the _____ day of June 2026.

DULY PASSED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, on second reading, this, the _____ day of August 2026.

APPROVED:

_____

Ronald Schmidt, Mayor

APPROVED AS TO FORM:

_____

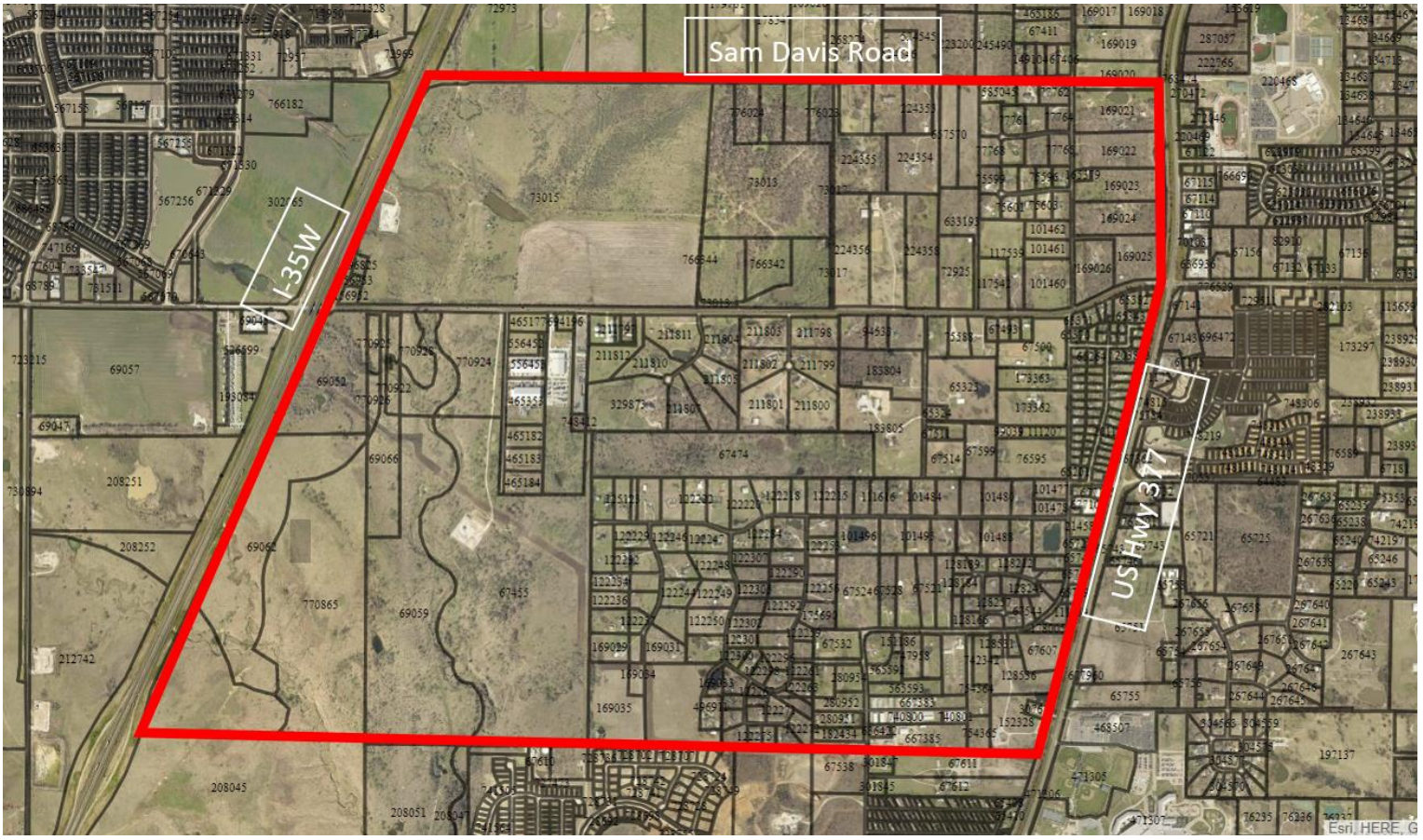
Brenda McDonald, Town Attorney

ATTEST:

_____

Erika McComis, Town Secretary

EXHIBIT A- FM 407 Moratorium Area



Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2026

PRESENTER:

Erika McComis, Town Secretary/Town Treasurer

REQUESTED BY:

Mayor Ronald Schmidt

ITEM DESCRIPTION:

Discuss and consider a request from Citizen, Lynn Seeden and Mayor Ronald Schmidt for an award of Exceptional Citizen Service Recognition to Stella McDaniel.

BACKGROUND INFORMATION:

Stella McDaniel has been nominated for the Town of Argyle's Exceptional Citizen Service Recognition Program in recognition of her lifelong dedication to the Argyle community. A resident of Argyle since 1965 and now 94 years old, Ms. McDaniel is recognized as a longtime community leader, advocate for senior citizens, and steward of Argyle's small-town heritage.

The nomination highlights Ms. McDaniel's role as the founding and longtime leader of the Argyle Senior Citizens Organization (ASCO). Through her leadership, ASCO grew into an independent 501(c)(3) nonprofit organization that provides fellowship, support, advocacy, and community engagement opportunities for local seniors.

The nomination also notes her personal generosity in hosting numerous community gatherings and ASCO events at her ranch, including the organization's annual Fall Festival. Ms. McDaniel is credited with helping preserve connections between longtime residents and newer members of the community during periods of significant growth in Argyle.

Additionally, the nomination states that she has worked with local schools, Town leadership, public safety officials, and community organizations to promote senior

programs and foster intergenerational relationships. Her continued service, leadership, and commitment to the community are cited as examples of her lasting impact on the Town of Argyle.

The nominator describes Ms. McDaniel as an outstanding lifelong citizen whose contributions have significantly strengthened the fabric of the Argyle community and recommends her for recognition as an Exceptional Citizen.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Nomination
B. Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to approve the recognition of Stella McDaniel as a Town of Argyle Exceptional Citizen.

From: noreply@civicplus.com
To: Erika McComis
Subject: Online Form Submittal: Exceptional Citizen Service Recognition Program
Date: Thursday, May 21, 2026 9:42:06

External Email: Do not click links or open attachments unless you know the content is safe.

Exceptional Citizen Service Recognition Program

Exceptional Citizen Service Recognition Nomination Form

The Argyle Exceptional Citizen Recognition Program aims to acknowledge residents who have made outstanding contributions to our community. Please fill out all sections and submit along with supporting documents, photographs, and videos. Please be aware that all submitted information will become the property of the Town and may be used for future communications.

The nominator is responsible for submitting a complete application with all pertinent details. It is important that you provide as much information as possible about the nominee, and explain their contribution and describe how they impacted the Argyle Community.

Thank you for recognizing an outstanding resident!

(Section Break)

(Section Break)

Nominee First Name	Stella
Nominee Last Name	McDaniel
Nominee Address	371 Old Justin Road, Argyle, TX 76226
Number of Years Nominee Has Resided in Argyle	94
Nominee Email Address	StellaMcDaniel14@gmail.com
Nominee Phone Number	940-391-6686
Nomination Description	a_5T3A4062.jpg

Stella McDaniel, age 94, is one of the foundational civic hearts of Argyle, Texas. For decades, she has devoted herself to serving the senior community, preserving Argyle's heritage, and fostering meaningful connection between generations during a time of tremendous growth and change in the town.

Stella is the founding and longtime leader of the Argyle Senior Citizens Organization (ASCO), where her leadership helped create not simply a luncheon group, but a true community for seniors who might otherwise feel isolated or overlooked. Under her guidance, ASCO evolved into an independent 501(c)(3) nonprofit organization, ensuring that Argyle seniors would continue to have support, fellowship, advocacy, and a voice within the community for years to come.

Beyond organizational leadership, Stella has personally opened her ranch and home to countless community gatherings and ASCO events over the years, including the organization's beloved annual Fall Festival featuring hayrides, food, music, and fellowship. Her generosity and hospitality have touched generations of Argyle families.

Stella and her late husband DeWitt built their home in Argyle in 1965, and through more than six decades on her ranch, she has remained deeply connected to the agricultural roots and small-town spirit that define Argyle's identity. As the town rapidly expanded, Stella became an important bridge between longtime residents and newer families, helping people feel welcomed, connected, and part of the community.

She has also worked closely with local schools, town leaders, public safety officials, and local media to advocate for seniors and strengthen community involvement. Her efforts helped create programs and partnerships that brought seniors, students, and civic organizations together in meaningful ways.

At 94 years old, Stella continues to serve with grace, wisdom, optimism, and an enduring love for the people of Argyle. Her life reflects a rare combination of humility, perseverance, leadership, and servant-hearted dedication. Few individuals have given more quietly, consistently, and faithfully to the fabric of this community. For her lifelong commitment to preserving community, serving seniors, and strengthening the spirit of Argyle, Stella McDaniel is deeply deserving of recognition as an Exceptional Citizen of Argyle.

Your Name	Lynn Seeden
Your Phone Number	714-932-1958
Your Email Address:	info@argylebiz.com
Reasons for	Stella is an outstanding lifelong citizen of Argyle who has contributed greatly to the fabric of this community.

Nomination

Upload Supporting Photos, Videos, Documents	a_5T3A4062.jpg

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TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2023-20

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE TEXAS, APPROVING A POLICY FOR NAMING MUNICIPAL PROPERTY AND STREETS AND RECOGNIZING EXCEPTIONAL CITIZEN SERVICE TO THE TOWN.

WHEREAS, that the proposed policy for naming municipal property and streets and recognizing exceptional citizen service is in the best interest of the citizens of Argyle.

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

Section 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2. That the Town Council hereby approves the proposed Naming Municipal Property and Streets and Recognizing Exceptional Citizen Service policy attached as **Exhibit A**.

Section 3. This Resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE 17th DAY OF APROL 2023.

Town of Argyle, Texas

Bryan Livingston, Mayor

ATTEST:

Erika McComis, Town Secretary

Town of Argyle Policy for Naming Municipal Property and Streets (Meritorious Service Recognition - MSR) and Recognizing Exceptional Citizen Service (Exceptional Citizen Service Recognition - ECSR)

Purpose and intent

This policy aims to establish formal, fair, and consistent guidelines and criteria for naming municipal property (MSR) and recognizing exceptional citizen service (ECSR) in the Town of Argyle, Texas. It is the intent of the Town Council to review and evaluate the naming or renaming of municipal property in accordance with this policy.

Meritorious Service Recognition

Guidelines and criteria:
Names given for a municipal property shall identify one of the following:

A. Naming for persons - There are occasions when it seems appropriate to name a park, street, facility, etc., in honor of a person. It should be one who has made a significant contribution to the public good, whose moral character and demonstrated leadership have been a major contribution to the Town's quality or change of life, and/or has been instrumental in acquiring the area/property. In most instances, the person should be honored posthumously.

B. Naming after Elected Officials - Naming of parks, streets, facilities, etc., after elected officials should generally be done posthumously. Consideration should be given to an elected official only if they have made a major contribution to any level of government or community and/or has been instrumental in acquiring a site/facility or funds.

C. Naming after Donor or Donation - A site or facility may be named after the donor providing the donor wishes the same. A minimum of 80% of the total cost of the site, project, or facility development is required in order for a facility to be named after the donor. If a matching grant is secured, a minimum of 50% of the cost of the development is required. If a gift meets these requirements and stipulates naming a site after a living person, then criteria #1 must be evaluated thoroughly.

D. A Historic/Heroic Event, Location, Landmark, or Person - This may be local, state, or national and be substantiated through research and documentation.

E. Street names may be proper nouns-All street names must be chosen so as to be easily identifiable and understood, such that a child could remember and pronounce, for purposes of dispatching public safety personnel.

Process and Procedure:
The Town Council has the sole right and responsibility to approve the names of municipal property.

Facilities and Real Property

The Town Council will formally name each facility and Town building by the passage of a Resolution. The Resolution will be considered during a meeting of the Town Council and must pass with a two-thirds (2/3) vote.

A. Town Council initiated naming or renaming – A member of the Town Council may present a recipient's name to the Town Council for its consideration.

   Upon consideration of the suggested names or any alternatives, which may be suggested by a member of the Town Council, the Town Council will formally name or rename the facility or property. In cases where a previous Town Council has formally named a facility or property, the Town may initiate renaming under special circumstances, acknowledging the circumstances under which the previous Town Council chose to formally name the facility or property. Special circumstances may include changes in the use or function of the facility; factors that have rendered the current name obsolete, impractical, confusing, or no longer in the public interest; or other circumstances which, in the decision of the Town Council, necessitate the facility or property be renamed. Facilities or property named in honor of any nationally recognized figure may not be changed.

B. Citizen-initiated naming or renaming - A citizen or citizens of the Town of Argyle must submit a written request to the Town Manager to propose a facility or real property name or rename. The request must clearly identify the facility or real property and must show compliance with the criteria and guidelines set forth within this policy. In the case of a proposal to rename a facility or property, the written request must also include the documented history of how and why the facility or real property was named originally and an explanation of why the current name should be replaced with the name proposed.

Miscellaneous Provisions

No facility or real property shall be given the same name as an existing site or facility except where sites abut one another. Only one site shall be named for any individual or group

Exceptional Citizen Service Recognition

Guidelines and criteria:
Exceptional Citizen Service Recognition shall be identified by recognizing a town-owned tree with a plaque:

Process and Procedure:

There are occasions when it seems appropriate to recognize a citizen's exceptional service to the Town and to memorialize it with a plaque.

The Town Council will formally recognize the citizen by the passage of a Resolution. The Resolution will be considered during a meeting of the Town Council and must pass with a majority vote.

A. Town Council recommended recipient – A member of the Town Council or Staff may present a recipient's name to the Town Council for its consideration.

B. Citizen-initiated recommendation - A citizen of the Town of Argyle may make a recommendation for a recipient. The recommendation must be a written request to the Town Administrator listing the recipient's exceptional service to the Town.

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2026

PRESENTER:

Harrison Wicks, Director of Community Development

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider appropriate action on a variance request to Section 8.02.003.C.6.B Noise of the Code of ordinances of the Town of Argyle for concrete laying and pouring related to the Argyle Marketplace project on US Hwy 377.

BACKGROUND INFORMATION:

Background:
The Town has received a request from Development Manager Nicholas Schmitz to allow work outside of designated work hours for the purpose of concrete pouring, paving, and foundation installation.

Development Review Analysis:
Section 8.02.003.C.6.B - Noise states -

"The following acts, among others, are declared to be noise nuisances in violation of this article, but said enumerations shall not be deemed to be exclusive, to wit:

The operation of any equipment, machinery or apparatus for excavation, construction, grading, earth moving, paving, concrete laying or pouring, drilling or work of any nature, or the operation of any chainsaw, other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, other than between the hours of 7:00 a.m. and 5:00 p.m. on Saturdays, or at any time on Sundays, except in case of urgent necessity in the interest of public safety and convenience, and then only by permit from the town council, which permit may be renewed by the town council during the time the emergency exists."

As construction continues on this project, work is limited to 7:00 a.m. and 6:00 p.m. on weekdays, and 7:00 a.m. and 5:00 p.m. on Saturdays. Mr. Schmitz is requesting a variance to Section 8.02.003.C.6.B Noise, citing an urgent necessity in the interest of public safety and convenience.

The contractor expects that this work will start in Mid-June 2026 and can be completed within a 3 month time frame. Mr. Schmitz is proposing concrete laying and pouring to begin as early as 2:00 a.m. on the property, citing the location along US Hwy 377 with no residential uses adjacent. This would only be on specific concrete pour days and will not include general construction activities other than concrete pouring. Should Town Council decide to grant the variance, a later start time can be considered as well.

Town staff forwards this report for Town Council consideration.

FISCAL IMPACT:

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

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

Exhibit A - Request for Variance Letter

RECOMMENDED MOTION AND/OR ACTION:

Move to approve a variance request to Section 8.02.003.C.6.B Noise of the Code of ordinances of the Town of Argyle for work related to the Argyle Marketplace project, to allow for concrete laying or pouring as early as 2:00 a.m. for approximately 12 instances on weekdays and Saturdays, to expire in 3 months on September 15, 2026.

EXHIBIT A

COLO DEVELOPMENT PARTNERS

5/18/2026

Town of Argyle, Development Services
308 Denton Street E
Argyle, TX 76226

Re: Request for Approval to Perform Early Morning Concrete Pours

Dear Harrison,

We respectfully request approval to perform concrete pours prior to the City of Argyle's standard working hours for the project located at 409 US 377 S, Argyle, TX 76226 owned by CDI 60 Hawk, LLL. Due to summer temperature conditions and the need to ensure proper concrete placement and curing, early morning pours are necessary.

We propose to conduct approximately 12 pours between June 15 and September 15, with start times between 2:00 AM and 7:00 AM. All early work will be limited strictly to concrete pours and necessary associated work only. No other construction activities will occur until 7:00 AM, in accordance with standard working hours.

We will make every effort to minimize noise and disruption and will comply with all applicable City regulations.

We appreciate your consideration and are available to provide any additional information as needed.

Sincerely,

Nicholas Schmitz
Development Manager

415 US 377 S, Suite 110
Argyle, TX 76226
www.colodevelopment.com

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2026

PRESENTER:

Harrison Wicks, Director of Community Development

ITEM DESCRIPTION:

Consider approval of Resolution 2026-21 appointing persons to serve on the Town of Argyle Parks Board for the terms ending October 31, 2026, and October 31, 2027.

BACKGROUND INFORMATION:

The Town Council appoints members of the Parks Board and Places 1-7 are available for appointments beginning from the date that Resolution 2026-21 passes until October 31, 2026 for 3 members, and October 31, 2027 for 4 members.

The following individuals have submitted an application for appointment to the Parks Board:

Debrorah Cottle
Heidi Fernandes
Ismael Sanchez, Jr.
Kate Nelson
Debra Wallace
Jenn Taylor
Phil Garza
John V. Ankeny
Krista Artis
Tanya Hayes O'Neil
John "Stan" Evertson
Muralidharan Eazilarasu
Samantha Hart

There will also be ex-oficio members of the Parks Board that will serve as subject matter experts and do not need to be appointed by the Town Council, such as reps of the Denton County Master Gardners and Elm Fork Chapter of the Texas Master Naturalists.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Resolution 2026-21

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution 2026-21 appointing ____ to Place 1, ___ to Place 2, ___ to Place 3, for the term ending October 31, 2026 and ___ to Place 4, ___ to Place 5, ___ to Place 6, ___ to Place 7 for the term ending October 31, 2027 of the Town of Argyle Parks Board.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS APPOINTING MEMBERS TO VARIOUS POSITIONS OF THE PARKS BOARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS: Annual appointments for the Town's Boards, Commissions and Committees are made each year; and

WHEREAS: The Parks Board has up to seven (7) positions open; and

WHEREAS: Members of the Parks Board shall serve staggered two-year terms and all terms shall run from November 1st through October 31st; and

WHEREAS: Three (3) members will be reappointed in even years, and four (4) members will be reappointed in odd years.

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

SECTION 1. That the following members are hereby appointed to the Parks Board:

PLACE	NAME	POSITION	TERM EXPIRATION
Place 1	_____	Parks Member	Oct. 2026
Place 2	_____	Parks Member	Oct. 2026
Place 3	_____	Parks Member	Oct. 2026
Place 4	_____	Parks Member	Oct. 2027
Place 5	_____	Parks Member	Oct. 2027
Place 6	_____	Parks Member	Oct. 2027
Place 7	_____	Parks Member	Oct. 2027

SECTION 2. That the newly appointed members to the Parks Board are hereby appointed for the terms stated above and until the new successors are appointed and qualified.

SECTION 3. That this Resolution shall take effect upon its adoption with the new terms commencing as of the adoption date.

PASSED AND APPROVED this the 15th day of June 2026.

Town of Argyle, Texas

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2026

PRESENTER:

Emmitt Jackson, Chief of Police

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider a funding request of $12,180 from the Children's Advocacy Center for North Texas to reimburse for services provided to Argyle children in 2025.

BACKGROUND INFORMATION:

The Children's Advocacy Center for North Texas was established upon the execution of a memorandum of understanding with participating jurisdictions, including Argyle, to provide services to victims of child abuse and neglect and their families. The Children's Advocacy Center is the entity responsible for provision of services such as forensic interviews, medical evaluations, victim advocacy and multi-disciplinary case review.

When the Argyle Police Department receives allegations of physical or sexual abuse of a child, the child and parents are sent to the Children's Advocacy Center for the forensic interview portion of the investigation. If the investigation moves forward, the CAC is the location where collaboration between police, prosecutors, and counselors takes place.

In calendar year 2025, 21 children from Argyle were provided with services at an average cost of $2,900 per child (total of $60,900). This is an increase from the 11 Argyle Children who received services in 2024.

The Argyle Police Department budgeted $6,000 in the FY26 budget based on the 2025 CAC request of $5,280. The Children's Advocacy Center is requesting a total of $12,180.

FISCAL IMPACT:

☐ Not Applicable
☒ Proposed Expenditure: $12,180
☒ General Ledger Code: 100-5-212-3120
☐ Proposed Revenue:
☐ Budget Amendment Required: No
☐ Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Children's Advocacy Center Funding Request Letter
B. FY 2026-2027 Fair Share Chart

RECOMMENDED MOTION AND/OR ACTION:

Move to approve a disbursement of funds in the amount of _____ to the Children's Advocacy Center for North Texas to reimburse for services provided to Argyle children in 2025.

children's advocacy center
FOR NORTH TEXAS
Denton | Wise | Jack

Chief Executive Officer
Kristen Howell, LMSW
Chief Financial Officer
Art Davila
Chief Development Officer
David Broughton

Board of Directors

Chair
Jeff Reecer, FACHE
Vice Chair
Bentley Ford
Treasurer
Marty Rivers
Secretary
Leah Johnson
Past Chair
Dr. Jamie Wilson
Chief Partner Relations Advisor
Chief Rodney Harrison
John Alday
Matt Brost
Erin Carney, IOM
Jeremy Edgar
Darrell Hicks
Vincent Hughes
Kelly Jones
James King
Amber Ramsey
Erin Rinehart
Ryan Schroer
Chandra Subramanian
Melanie Vest
Lori Walker, IOM
Mitzi Willis, J.D., Ed.D.
Dr. Elizabeth With
Partner Agency Directors
Lishawa Jackson, DFPS
Paul Johnson, Denton County DA

April 20, 2026

Town of Argyle
Mr. Mike Sims
308 Denton Street E
Argyle, Texas 76226

Dear Mr. Sims,

On behalf of Children's Advocacy Center for North Texas, serving Denton, Wise, and Jack counties, I am writing to you regarding our annual partnership and funding request.

First, I want to thank the council and police department for being part of this extraordinary multidisciplinary response against felony-level child abuse and for being true champions for children. Working together to support the investigators strengthens every aspect of the child abuse response – to victims, to the case, and to your community. We are deeply grateful for your commitment to this joint response.

Second, I want to reiterate the important role Children's Advocacy Center for North Texas has in responding to the crisis of child abuse and restoring victims' potential. The Center is the place child abuse investigations are conducted – in partnership with each policing jurisdiction, the District Attorney's office, and the Department of Family and Protective Services. We coordinate the investigation and prosecution of severe – criminal level – abuse cases and provide necessary mental health, medical, and victim advocacy services to child victims of crimes.

This unique partnership is defined and mandated by the Texas Family Code and agreed to by each Chief of Police or Sheriff in our service area, the District Attorneys in all three counties, and the State of Texas through DFPS. In addition to coordinating with the police department to serve your residents, we also provide your team with the training they need to respond to child abuse cases – ensuring the multidisciplinary team's response is immediate, effective, and competent.

Finally, I want to share with you the state of our region and your community. The multidisciplinary team in this North Texas region is the strongest it has ever been. As we celebrate 29 years of fighting felony level crimes against children together, our mission remains critical – we are fighting predators that threaten our littlest Texans. They find our kids through online platforms, through otherwise safe places like schools and churches and child friendly havens, and sometimes they are people that seem like good neighbors or trusted family members. Here's a few numbers that I think you'll find important:

- 65% of our cases last year had sexual abuse as the primary allegation. We also worked with severe physical abuse and child sex trafficking cases.

- 75% of our kids are under the age of 13 when their investigation starts and they come through our doors. These crimes are being perpetrated on our littles!

- 99% of our kids report that they knew their perpetrator – these aren't strangers snatching kids! These are people in positions of trust – and they use that position to access children and hurt them.

Each of us has read the media enough to know when one of these crimes happens, families depend on safe adults to do their job. The Advocacy Center works with those trusted professionals – if they are new to the field, we are training them; we are coordinating the case as a child winds the path from investigation to healing to justice; and we provide a beautiful, safe and trauma informed place to provide the right services to our kids. Today I can report to you that we have seen many horrific cases in this North Texas area but the team who is stopping predators and healing children is the best in class.

Even though we are state mandated to exist, we are an underfunded mandate. While the Advocacy Center receives federal and state funding for victims of crime, we also must raise money locally through events, individuals, local corporations, private foundations, and local government. We recognize your past support of our mission and hope you will include our request in your new budget to provide services for your citizens.

Our budget covers 80% of the cost per child through federal and state funding and fundraising efforts. Each year, we ask every jurisdiction that has a signed MOU with us to help bridge the gap for the remaining 20% of our budget – which is why we call this program "Fair Share." If not for the Advocacy Center, municipalities and local law enforcement would have to hire their own victim advocates, provide specialized training on crimes against children, create special child-friendly spaces, and hire their own mental health providers to help the victims of these felony-level crimes receive the justice and healing they deserve. This is cost-prohibitive to local governments; but, because of the structure of the Advocacy Center, we can and do reduce these costs overall, improving outcomes for each victim.

We recognize that not all local governments are able to budget the entire 20% of the total cost to provide their residents with services. Texas Code of Criminal Procedures allows some fees and fines collected to be used for programs designed to enhance child safety, health, or nutrition, including abuse prevention and intervention if the municipalities do not operate a school crossing guard program. Through this process, some of the municipalities in our service area send the entire fund to us each year as their "Fair Share" contribution.

We calculate the Fair Share request based on the average statewide cost of conducting a child abuse investigation and providing the services mandated by the state. Those direct client services are:

- Forensic Interview (which MUST be conducted by an advocacy center)
- Multidisciplinary Team Coordination
- Multidisciplinary Team Case Review
- Mental Health Services
- Family Advocacy Services
- Forensic Medical Exams

The chart below presents the number of children who live in your jurisdiction who received services in CY 2024 compared to CY 2025. Additionally, it outlines the estimated costs for providing these services in 2025, with an average expense of $2,900 per child. This year, because training your staff is vital to this coordinated response, we have included the cost of providing training for your municipality's team of child abuse professionals in this total cost.

Number of Children Served			
	2024	**2025**	**Percentage Change**
Advocacy Center Total	3,147	2,927	-7%
Town of Argyle	11	21	91%

Total Cost to Serve All CACNT Children	$8,488,300.00
Cost to Serve Children in Your Jurisdiction ($2,900 x 21)	$60,900.00
Fair Share Request (20% of Cost)	$12,180.00

Thank you for considering our request for funding. Please let us know if we can provide further information to help you understand any of the elements presented here. We are happy to attend a budget work session or council presentation to further explain our process. We strongly value our partnership with you, and we hope you will consider fully funding this request so victims of child abuse living in your city continue to receive the gold standard of care.

Thank you,

Kristen Howell, LMSW
CEO

Jeff Reecer, FACHE
Board of Directors Chair

Enclosures:
Fair Share Municipal Chart
Texas Family Code Subchapter 264.401 – 264.406
Texas Code of Criminal Procedure 102.014

children's advocacy center FOR NORTH TEXAS

Fair Share Chart

For FY2026-2027 request

City or County	Direct Client Services to Children by City of Residence in CY2025	Number of Children Served by City of Residence in CY2025	Direct Client Services to Children by City of Residence in CY2024	Number of Children Served by City of Residence in CY2024	Percentage Change in Number of Children Served	Percentage Change in Direct Client Services Provided	Total Cost per Child for FY2026-2027 ($2,900)	20% of total cost Requested for FY2026-2027	Awarded in FY2025/2026 for CY2024 clients	FY2023-2024 Contribution (Paid by 9/30/2024)	FY2022-2023 Contribution (Paid by 9/30/2023)
Argyle	145	21	52	11	91%	179%	$ 60,900.00	$ 12,180.00	$ 5,280.00	$ 11,120.00	$ 17,850.00
Aubrey	85	19	620	90	-79%	-86%	$ 55,100.00	$ 11,020.00		$ 7,200.00	$ 3,500.00
Bartonville	104	7	142	7	0%	-27%	$ 20,300.00	$ 4,060.00	$ 2,160.53	$ 1,112.00	$ 9,850.00
Boyd	99	9	86	15	-40%	15%	$ 26,100.00	$ 5,220.00	$ 7,200.00	N/A	N/A
Bridgeport	435	36	409	51	-29%	6%	$ 104,400.00	$ 20,880.00	$ -	N/A	N/A
Carrollton (all zip codes)	1658	167	1422	148	13%	17%	$ 484,300.00	$ 96,860.00	$ 101,491.00	$ 40,000.00	$ 38,835.00
Celina (all zip codes)	91	9	65	7	29%	40%	$ 26,100.00	$ 5,220.00	$ 4,200.00	N/A	$ 4,675.00
Chico	19	7	Included in Wise Co previously				$ 20,300.00	$ 4,060.00	$ -	N/A	N/A
Coppell (all zip codes)	85	7	127	8	-13%	-33%	$ 20,300.00	$ 4,060.00	$ 3,840.00	$ 8,896.00	$ 4,675.00
Copper Canyon	0	0	0	0	0%	0%	$ -	$ 1,000.00	$ 1,795.17	$ 1,703.06	$ 1,662.11
Corinth PD	493	63	610	43	47%	-19%	$ 182,700.00	$ 36,540.00	$ 10,000.00	$ 10,828.00	$ 6,435.00
Cross Roads	0	0	75	2	-100%	-100%	$ -	$ 1,000.00	$ -	N/A	N/A
Dallas	617	47	193	22	114%	220%	$ 136,300.00	$ 27,260.00	$ -	N/A	N/A
Decatur	256	28	335	43	-35%	-24%	$ 81,200.00	$ 16,240.00	$ 20,640.00	N/A	$ 2,966.56
Denton, City of	4165	414	3740	466	-11%	11%	$ 1,200,600.00	$ 240,120.00	$ 255,908.00	$ 253,792.00	$ 339,975.00
Denton County unincorp.	3316	378	2828	265	43%	17%	$ 1,096,200.00	$ 219,240.00	$ 100,000.00	$ 96,148.00	$ 78,810.00
Double Oak PD	35	2	47	6	-67%	-26%	$ 5,800.00	$ 1,160.00	$ -	$ 1,112.00	N/A
Elm Ridge PD	128	21	89	20	5%	44%	$ 60,900.00	$ 12,180.00	$ 9,600.00	$ 5,560.00	$ 5,000.00
Flower Mound	972	107	1003	113	-5%	-3%	$ 310,300.00	$ 62,060.00	$ 54,240.00	$ 27,800.00	$ 142,348.25
Fort Worth	264	42	237	29	45%	11%	$ 121,800.00	$ 24,360.00	$ -	N/A	N/A
Frisco (all zip codes)	673	92	1117	116	-21%	-40%	$ 266,800.00	$ 53,360.00	$ 48,600.00	$ 20,000.00	$ 20,000.00
Hickory Creek	12	2	35	5	-60%	-66%	$ 5,800.00	$ 1,160.00	$ 2,400.00	N/A	$ 3,400.00
Highland Village	181	17	212	27	-37%	-15%	$ 49,300.00	$ 9,860.00	$ 12,960.00	$ 12,818.00	$ 12,325.00
Jack County unincorp.	31	11	247	23	-52%	-87%	$ 31,900.00	$ 6,380.00	$ 16,000.00	$ 20,000.00	N/A
Jacksboro	222	27	421	45	-40%	-47%	$ 78,300.00	$ 15,660.00	$ 21,600.00	$ 4,448.00	$ 20,000.00
Justin	234	29	492	47	-38%	-52%	$ 84,100.00	$ 16,820.00	$ -	$ 10,650.00	$ 10,625.00
Krugerville	76	5	40	9	-44%	90%	$ 14,500.00	$ 2,900.00	$ 4,320.00	$ 556.00	$ 1,275.00
Krum	438	33	219	14	136%	100%	$ 95,700.00	$ 19,140.00	$ 6,720.00	$ 10,564.00	$ 10,200.00
Lake Dallas	522	31	311	27	15%	68%	$ 89,900.00	$ 17,980.00	$ 12,960.00	N/A	$ 11,475.00
Lewisville	2343	337	2510	362	-7%	-7%	$ 977,300.00	$ 195,460.00	$ 89,999.00	$ 89,623.31	$ 229,000.00
Little Elm	890	125	1346	173	-28%	-34%	$ 362,500.00	$ 72,500.00	$ 83,040.00	$ 63,940.00	$ 69,275.00
Northlake	208	27	275	34	-21%	-24%	$ 78,300.00	$ 15,660.00	$ -	$ 6,116.00	$ 3,825.00
Oak Point PD	39	3	92	10	-70%	-58%	$ 8,700.00	$ 1,740.00	$ -	$ 1,112.00	$ 1,700.00
Pilot Point	150	16	256	18	-11%	-41%	$ 46,400.00	$ 9,280.00	$ 8,640.00	$ 13,344.00	$ 3,825.00
Plano (all zip codes)	176	14	181	13	8%	-3%	$ 40,600.00	$ 8,120.00	$ -	N/A	N/A
Ponder	122	13	157	16	-19%	-22%	$ 37,700.00	$ 7,540.00	$ -	N/A	$ 8,500.00
Prosper (all zip codes)	194	16	238	24	-33%	-18%	$ 46,400.00	$ 9,280.00	$ -	N/A	N/A
Providence Village	262	34	413	20	70%	-37%	$ 98,600.00	$ 19,720.00	$ -	$ 3,000.00	$ 1,000.00
Rhome	51	7	112	12	-42%	-54%	$ 20,300.00	$ 4,060.00	$ -	N/A	N/A
Roanoke	125	12	154	10	20%	-19%	$ 34,800.00	$ 6,960.00	$ 4,800.00	N/A	$ 10,200.00
Runaway Bay	11	1	71	9	-89%	-85%	$ 2,900.00	$ 580.00	$ 4,320.00	$ 556.00	$ 556.00
Sanger	319	42	345	48	-13%	-8%	$ 121,800.00	$ 24,360.00	$ 23,040.00	$ 27,800.00	$ 18,275.00
Southlake (all zip codes)	3	3	59	9	-67%	-95%	$ 8,700.00	$ 1,740.00	$ 4,320.00	$ 2,780.00	$ 425.00
The Colony	890	93	1033	112	-17%	-14%	$ 269,700.00	$ 53,940.00	$ 53,760.00	$ 65,608.00	$ 59,500.00
Trophy Club	7	5	119	9	-44%	-94%	$ 14,500.00	$ 2,900.00	$ -	N/A	$ 2,000.00
Wise County unincorp.	2201	269	3161	343	-22%	-30%	$ 780,100.00	$ 156,020.00	$ 6,569.00	$ 83,087.25	$ 30,389.87
Other Cities/Counties	2575	279	2713	266	5%	-5%	$ 809,100.00	$ -	$ -		
Total	25,922	2,927	28,409	3,147	-7%	-9%	$ 8,488,300.00	$ 1,537,840.00	$ 980,402.70	$ 890,153.62	$ 1,166,502.79

Children's Advocacy Center for North Texas asks local governments to pay a share of the program-specific costs of serving kids living in their jurisdiction who have suffered from abuse. The Center pledges to cover 80% of the direct service expenses to serve children as mandated by the Texas Family Code through federal, state, and event-specific funds; **we ask that individual jurisdictions contribute the remaining 20% as cost sharing of these expenses. We have indicated the amounts paid or awarded for the Current FY; "N/A" indicates the city, town, or county has not contribute as this date.**

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2026

PRESENTER:

Harrison Wicks, Director of Community Development

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider site plan request (SP-26-003) for the proposed Akshya Foods, LLC retail use, located at 606 N US Hwy 377, being on 0.36 acres of land, known as The Original Town of Argyle, Lots 5-10, Block 8, in the J. Davis Survey, Abstract 325, Town of Argyle, Denton County, Texas.

BACKGROUND INFORMATION:

Existing Condition of Property:
The property is zoned Old Town-1 (OT-1), and fronts on US Hwy 377. One parcel on the site is developed with a 1,300 square foot commercial building, formerly a Real Estate office, and a second parcel to the south that is currently unimproved and vacant. The building is currently occupied by The Bees Knees Boutique clothing store.

Adjacent Existing Land Uses and Zoning:

North: Salon Use, Old Town-1 (OT-1)
South: Barbershop Use, Old Town-1 (OT-1)
East: Unimproved, Old Town-1 (OT-1)
West: US Hwy 377 Right-of-Way

Background:
The applicant and property owner, Akshya Foods, LLC, purchased the property in December 2025, with the intent of opening a food truck, restaurant use business at the location, however, the use is not allowed under Ordinance 2026-15 passed by Town

Council on April 2, 2026 that establishes Section 14.3.80 (Non-fixed Food Establishments).

The property owner is now proposing a retail use on the site. In order for this development to be successful they are required to construct additional parking in order to satisfy off street parking requirements.

Development Review Analysis:
Review and approval of a site plan is required for site redevelopment or the construction of any new structure within the OT-1 District. Since the applicant is planning to construct a parking lot as part of the project, a site plan application is required.

The current 1,300 square foot building on the property would be used as a clothing boutique, with a bathroom for patrons, and storage space. There is no commercial kitchen or other specialized commercial equipment in the building.

Area Regulations:
The proposed Site Plan meets all the minimum area regulations of the OT-1 zoning district. Since the property owner is not altering the existing structures on the property, nor constructing new structures, there is no concern of setback or max lot coverage requirements.

Parking:
Per Section 14.3.66-6 of the Town Development Standards (TDS), commercial uses are required to provide one (1) parking space for each 250 square feet of gross-floor area (including indoor/outdoor patio dining areas). When we calculate the 1,300 square feet for the building, and a 400 square foot outdoor seating area, the required number of parking spaces is seven (7). The applicant is currently offering 7 parking spaces on the site.

The parking lot is located south of the main building, with direct driveway access to US Hwy 377. The property owner does not need to secure a right-of-way permit from TXDOT since it is a pre-existing driveway.

The TDS for the OT-1 zoning district also allows for a special exception to reduce parking spaces. Per Section 14.3.46-4.F-2, the Town may grant a special exception to reduce the required number of parking spaces. In no case shall the required parking be reduced in excess of 25 percent of the required spaces, as set forth herein. Since this applicant meets the parking requirement, this reduction is not needed, but it is available should it ever become needed.

Tree Preservation:
A tree survey was not provided. There are currently no plans to remove trees on the site. If the property owner would like to remove trees for any reason, a tree survey will be required.

Landscaping:
The project is required to provide a Type B landscape buffer along the front property line along US Hwy 377. The Type B buffer yard is 10 feet wide and consists of two (2) canopy trees, three (3) understory trees and ten (10) shrubs per one hundred linear feet (100'). With 140 Linear Feet, below is an analysis of what is required versus what is provided:

REQUIRED: MINIMUM 10 FT WIDTH
PROVIDED: MINIMUM 10 FT WIDTH

REQUIRED: 3 CANOPY TREES [140 LF / 100 LF (X 2)]
PROVIDED: 5 CANOPY TREES

REQUIRED: 5 UNDERSTORY TREES [140 LF / 100 LF (X 3)]
PROVIDED: 5 UNDERSTORY TREES

REQUIRED: 14 SHRUBS [140 LF / 100 LF (X 10)]
PROVIDED: 18 SHRUBS

The applicant has provided the full Type B landscape buffer as required by the TDS along the US Hwy 377. The OT-1 zoning district standards also requires an additional masonry wall measuring three feet in height and constructed of like and similar masonry materials to those of the primary structure shall be erected along the interior of the landscaped edge. The property owner has proposed installing this masonry wall. No variance is requested.

Infrastructure Adequacy:
Water utilities and sanitary sewer are available to this site with sufficient capacity to serve the development. If approved, full civil construction plans for pavement and drainage are required for submission during the permitting and construction plan review.

P&Z Recommendation:
During their meeting on June 3, 2026, the P&Z Commission recommended approval of the site plan with the following condition:

1. That the landscaping provided in Bufferyard B along US Hwy 377 be reduced to match the requirement in the Town Development Standards, thereby reducing the number of canopy trees from 5 to 3. All other landscaping would remain the same as presented.

FISCAL IMPACT:

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

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Exhibit A - Site Plans

RECOMMENDED MOTION AND/OR ACTION:

Move to approve site plan request (SP-26-003) for the proposed Akshya Foods, LLC retail use, as recommended by the P&Z Commission.

EXHIBIT A

SITE DEVELOPMENT PLANS

FOR

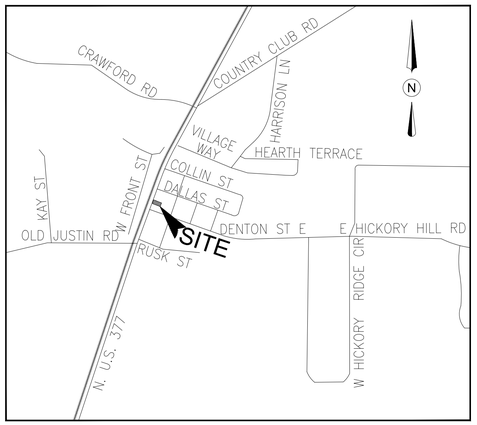
BOUTIQUE/COMMERCIAL

0.18 ACRES (7,875 SQ. FT.)

606 N. U.S. 377, TOWN OF ARGYLE

DENTON, TEXAS 76226

PROJECT CONTACT LIST	
ENGINEER SREENIVASULU BOLLU, PE 1132 HARDY DRIVE COVINGTON, LA 70433 SBOLLU@HY-CONSULTING.COM TEL. (985) 951-0413	SURVEYOR THOMAS WILLIAM MAUK ARTHUR LAND SURVEYING 220 ELMST., #200 - LEWISVILLE TX 75057 ARTHURSURVEYING.COM 972-221-9439



VICINITY MAP

N.T.S.

SHEET LIST TABLE	
C-1.0	COVER SHEET
	SURVEY
C-1.1	GENERAL NOTES
C-2.0	DEMOLITION PLAN
C-3.0	SITE PLAN & LANDSCAPE PLAN
C-3.1	DIMENSION CONTROL PLAN
C-4.0	GRADING PLAN
C-5.0	DRAINAGE PLAN
C-6.0	EROSION CONTROL PLAN
C-6.1	EROSION CONTROL DETAILS
C-7.0	PAVING PLAN
C-7.1	PAVING DETAILS
C-8.0	UTILITY PLAN
C-8.1	UTILITY DETAILS
C-9.0	LIGHTING PLAN

811 Know what's **below.** **Call** before you dig.

CADD FILE NAME: BASE

REVISIONS

DATE:	REMARKS:	APP'D

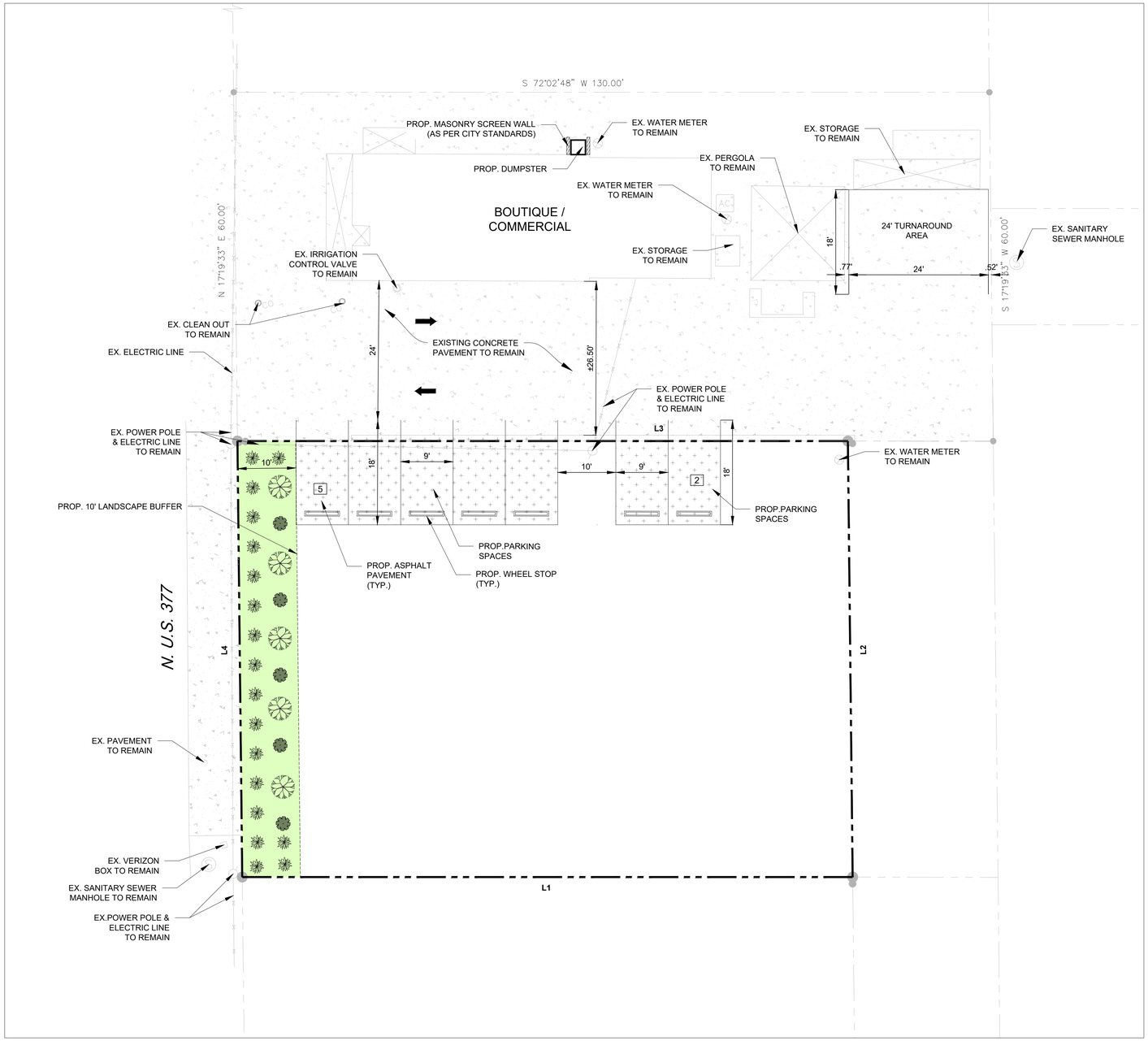
HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
TEXAS FIRM #26178
SBOLLU@HY-CONSULTING.COM
985-951-0413

DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
1"=10'	S.BOLLU	JUN 2026

COVER SHEET
BOUTIQUE / COMMERCIAL
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-1.0



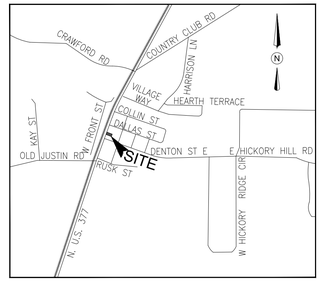


EXISTING LEGEND

- BOUNDARY
- OVER-HEAD-ELECTRIC LINE
- EXISTING MINOR CONTOURS
- EXISTING MAJOR CONTOURS
- ADJECENT BOUNDRY
- CONCRETE PAVEMENT
- CONCRETE
- IRON ROD
- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE

SITE PLAN LEGEND

- BOUNDARY
- ASPHALT PAVEMENT
- PARKING SPACES
- WHEEL STOPS
- HANDICAP SIGN



VICINITY MAP
N.T.S.

SITE DATA SUMMARY TABLE

SITE ACREAGE:	0.18 ACRES (7,875 S.F.)
ZONING:	OT- 1 - OLD TOWN 1 DISTRICT (RESIDENTIAL AND NON RESIDENTIAL USES)
PROPOSED USE:	BOUTIQUE / COMMERCIAL
PARKING REQUIRED: BOUTIQUE / COMMERCIAL (± 1302 S.F.) (1 PER 250 S.F.)	6 SPACES
IMPERVIOUS AREA	0.02 ACRES (871 S.F.)
PERVIOUS AREA	0.16 ACRES (6,969 S.F.)
REGULAR PARKING PROVIDED:	7 SPACES
HANDICAP PARKING REQUIRED:	-
HANDICAP PARKING PROVIDED:	-
TOTAL PARKING PROVIDED:	7 SPACES

Line Table

Line #	Length	Direction
L1	105'	N72° 02' 48"W
L2	75'	S17° 19' 33"W
L3	105'	S72° 02' 48"W
L4	75'	N17° 19' 33"E

LANDSCAPE SUMMARY TABLE

TYPE	REQUIRED	PROVIDED
CANOPY TREES	5	5
UNDERSTORY TREES	5	5
SHRUBS	18	18

NOTE
THE OPEN AREA IS RESERVED FOR FUTURE DEVELOPMENT

NOTE
LANDSCAPING SHOWN IS SCHEMATIC ONLY. CONTRACTOR SHALL COORDINATE WITH LANDSCAPE ARCHITECT FOR FINAL DESIGN INTENT, PLANT MATERIALS, LAYOUT, GRADING AND IRRIGATION REQUIREMENTS.

SITE GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE TOWN OR LOCAL JURISDICTION STANDARDS.
2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
3. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE TOWN ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
8. CONTRACTOR IS RESPONSIBLE FOR DESIGN AND GETTING APPROVALS OF RETAINING WALLS FROM THE TOWN AND OWNER BEFORE CONSTRUCTION BEGINS. RETAINING WALLS SHALL BE DESIGNED, SIGNED AND STAMPED BY ACTIVE TEXAS LICENSED PROFESSIONAL ENGINEER.

811 Know what's **below.** **Call** before you dig.

CADD FILE NAME: BASE

REVISIONS

DATE:	REMARKS:	APP'D

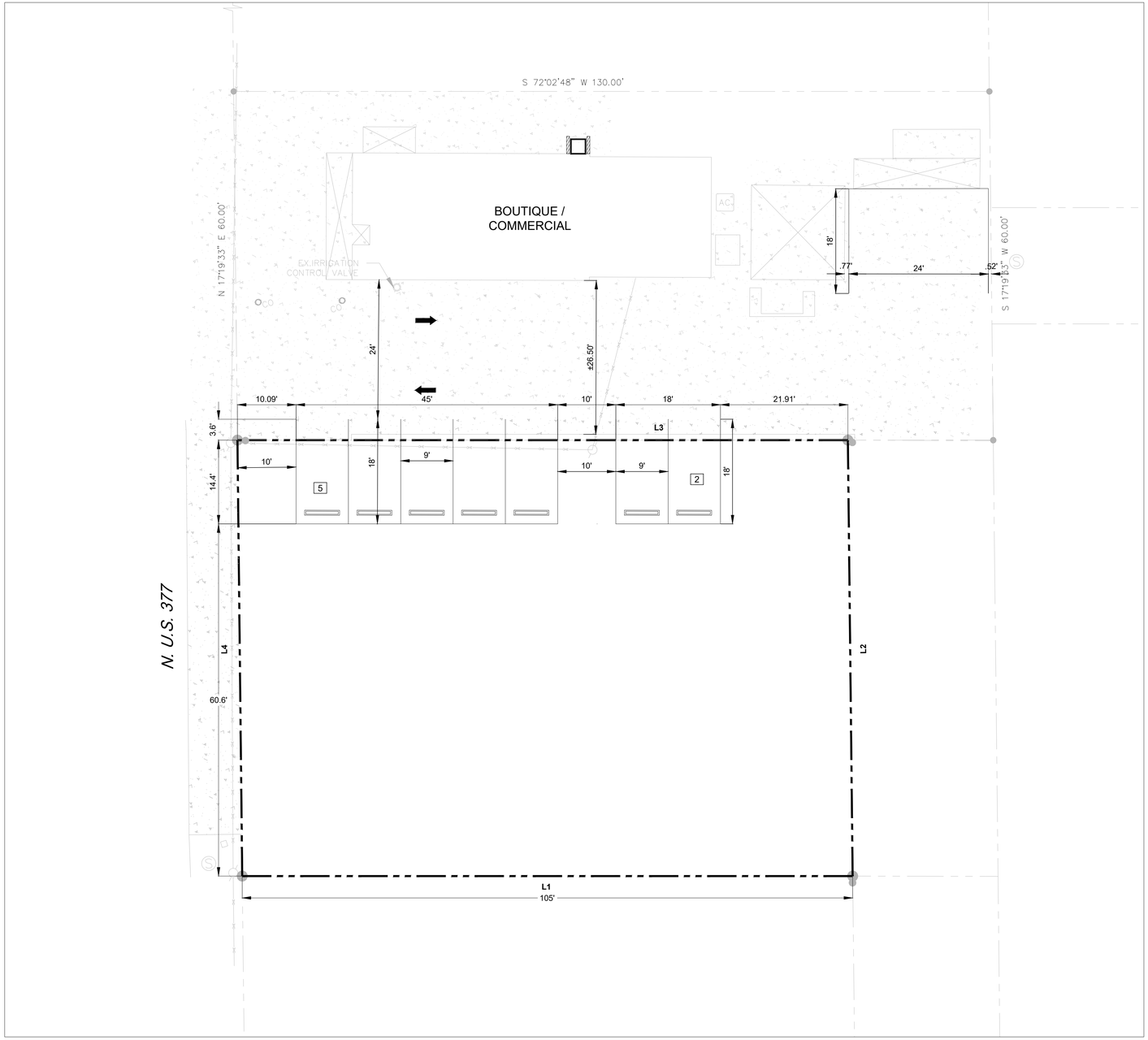
HY ENGINEERING LLC
1132 HARDY DRIVE
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SBOLLU@HY-CONSULTING.COM
985-951-0413

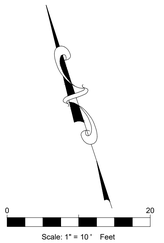
DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
1"=10'	S.BOLLU	JUN 2026

SITE PLAN & LANDSCAPE PLAN
BOUTIQUE / COMMERCIAL
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-3.0





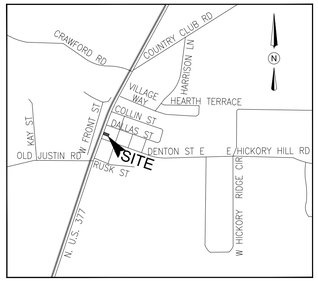
EXISTING LEGEND

- BOUNDARY
- OVER-HEAD-ELECTRIC LINE
- 669 EXISTING MINOR CONTOURS
- 670 EXISTING MAJOR CONTOURS
- ADJECENT BOUNDRY
- CONCRETE PAVEMENT
- CONCRETE
- IRON ROD
- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE

DIMENSION CONTROL LEGEND

- BOUNDARY
- PARKING SPACES [X]
- WHEEL STOPS
- HANDICAP SIGN

Line Table		
Line #	Length	Direction
L1	105'	N72° 02' 48"W
L2	75'	S17° 19' 33"W
L3	105'	S72° 02' 48"W
L4	75'	N17° 19' 33"E



VICINITY MAP
N.T.S.

811 Know what's **below.** **Call** before you dig.

CADD FILE NAME: BASE

REVISIONS	DATE:	REMARKS:	APP'D

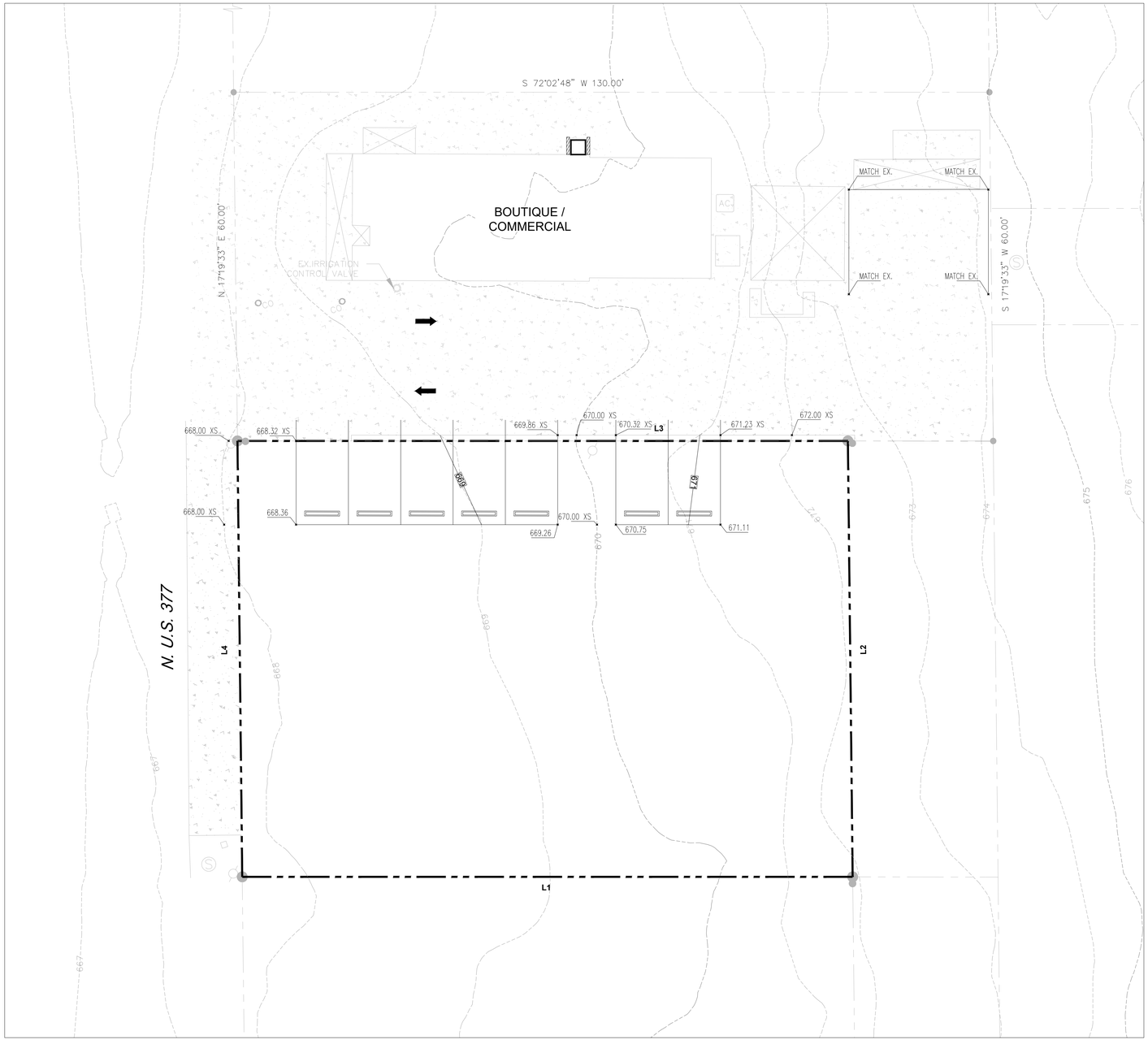
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SBOLLU@HY-CONSULTING.COM
985-951-0413

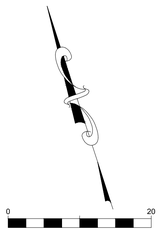
DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
1"=10'	S.BOLLU	JUN 2026

DIMENSION CONTROL PLAN
BOUTIQUE / COMMERCIAL
606 N. U.S. 377, ARGYLE
TEXAS 76226

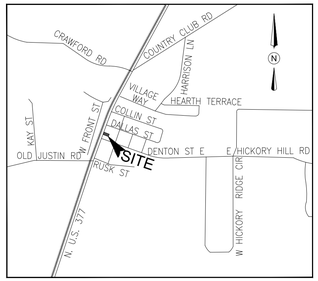
SHEET NO.
C-3.1





EXISTING LEGEND

- BOUNDARY
- OVER-HEAD-ELECTRIC LINE
- 669 EXISTING MINOR CONTOURS
- 670 EXISTING MAJOR CONTOURS
- ADJECENT BOUNDRY
- CONCRETE PAVEMENT
- CONCRETE
- IRON ROD
- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE



VICINITY MAP
N.T.S.

GRADING LEGEND

EXISTING MINOR CONTOURS	669
EXISTING MAJOR CONTOURS	670
MINOR CONTOURS	669
MAJOR CONTOURS	670
SPOT ELEVATION	669.82
EXISTING ELEVATION	671.00 XS

GRADING GENERAL NOTES

1. ALL SURPLUS EXCAVATION AND WASTE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IT SHALL BE HIS SOLE RESPONSIBILITY TO REMOVE SUCH SURPLUS EXCAVATION AND WASTE MATERIAL FROM THE SITE TO A PUBLIC DUMP SITE APPROVED FOR THE DISPOSAL OF SUCH MATERIALS. IF SURPLUS EXCAVATION IS REMOVED FROM THIS SITE TO ANOTHER PROPERTY, IT SHALL BE PLACED ON SUCH PROPERTY WITH THE WRITTEN CONSENT OF THE OWNER(S) OF SUCH PROPERTY. A COPY OF SUCH WRITTEN CONSENT SHALL BE PROVIDED TO THE OWNER. IF THE CONTRACTOR WISHES TO DISPOSE OF SURPLUS EXCAVATION ON-SITE, IT SHALL BE ONLY WITH THE PRIOR APPROVAL OF THE OWNERS PROJECT REPRESENTATIVE AND CARE SHOULD BE TAKEN TO AVOID BLOCKING NATURAL DRAINAGE AND INCREASING STEEP SLOPES. IF ANY OF THE HAULED EXCAVATION MATERIAL IS TAKEN TO ANOTHER LOCATION WITHIN THE CITY LIMITS, THE OWNER OF THE PROPERTY IS REQUIRED TO OBTAIN A LOT GRADING PERMIT BEFORE MATERIAL IS DELIVERED.

2. THE CONTRACTOR IS REQUIRED TO PROVIDE HIS OWN STAKING AND TO VERIFY PROJECT ELEVATIONS. "MATCH EXISTING" SHALL BE UNDERSTOOD TO APPLY TO BOTH VERTICAL ELEVATION AND HORIZONTAL ALIGNMENT.

3. THE CONTRACTOR SHALL PREPARE ALL LANDSCAPE AREAS INCLUDING STREET RIGHT-OF-WAY AREAS TO AN ACCEPTABLE SUBGRADE CONDITION IN ACCORDANCE WITH THE LANDSCAPE PLANS. IF THE CONTRACTOR IS NOT EMPLOYED TO PROVIDE AND INSTALL LANDSCAPING, HE SHALL PREPARE A FINISHED AND COMPACTED SUB-GRADE IN THE LANDSCAPING AREAS.

4. NO SLOPES TO EXCEED 3H:1V WITHOUT SLOPE STABILIZATION.

5. ELEVATIONS AND CONTOURS SHOWN HERE ARE BASED ON THE AVAILABLE LIDAR DATA. FIELD VERIFY THE ELEVATIONS BEFORE THE CONSTRUCTION BEGINS AND NOTIFY THE ENGINEER IF ANY DISCREPANCY EXISTS

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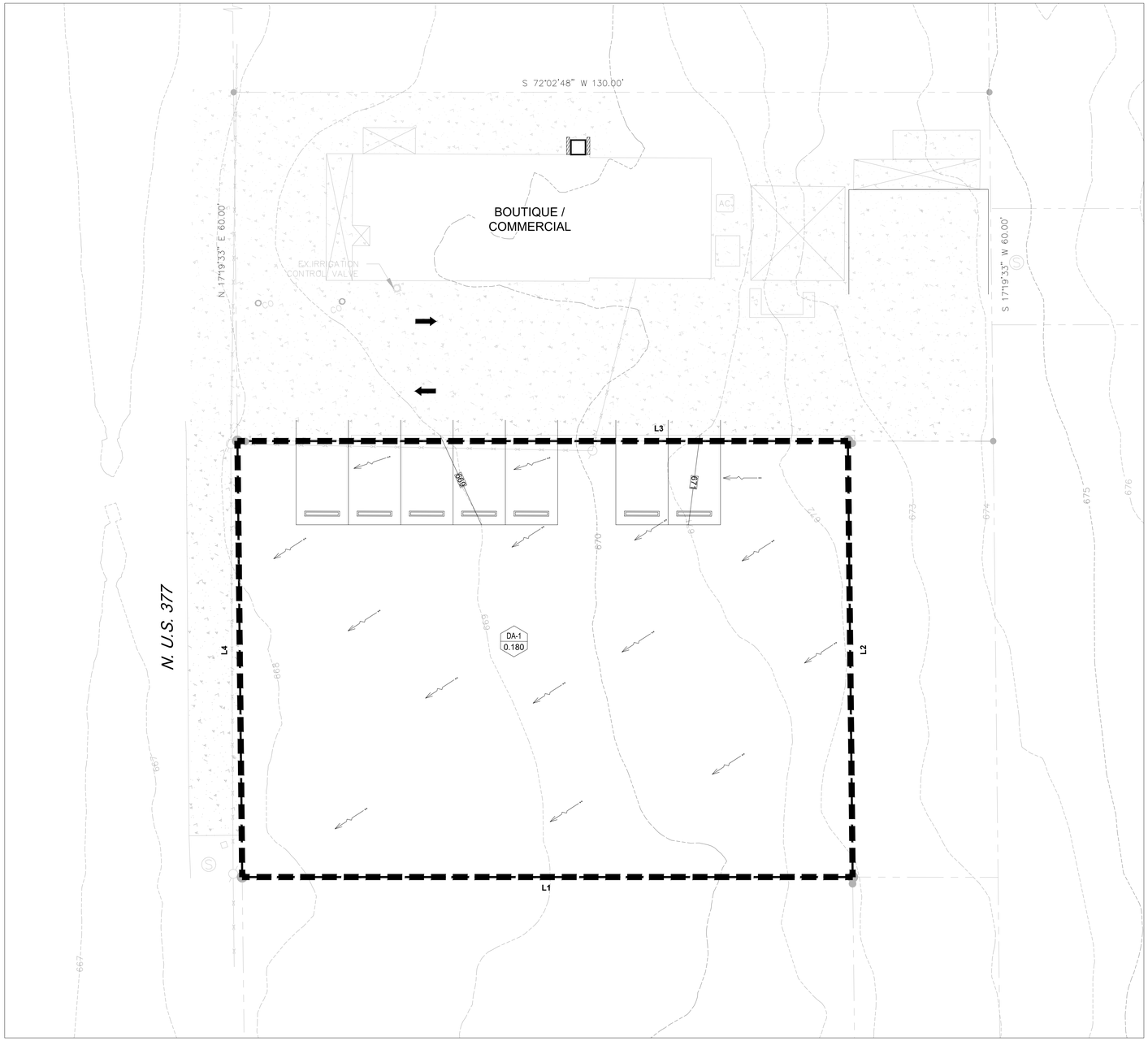
HY ENGINEERING LLC
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985-951-0413

DESIGNED BY:	CHECKED BY:	PROJECT NO.
S.BOLLU	S.BOLLU	2026-101

SCALE:	DRAWN BY:	DATE:
1"=10'	S.BOLLU	JUN 2026

GRADING PLAN
BOUTIQUE / COMMERCIAL
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-4.0



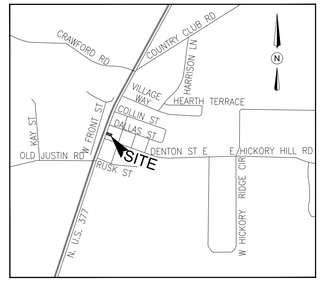


EXISTING LEGEND

- BOUNDARY
- OHE OHE — OVER-HEAD-ELECTRIC LINE
- 669 — EXISTING MINOR CONTOURS
- 670 — EXISTING MAJOR CONTOURS
- ADJECENT BOUNDRY
- CONCRETE PAVEMENT
- CONCRETE
- IRON ROD
- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE

POST-DRAINAGE LEGEND

EXISTING MINOR CONTOURS	669
EXISTING MAJOR CONTOURS	670
PROPOSED MINOR CONTOURS	669
PROPOSED MAJOR CONTOURS	670
DRAINAGE DIVIDE	
DRAINAGE AREA NO.	DA-1
DRAINAGE AREA ACREAGE	0.180
DRAINAGE FLOW DIRECTION	



VICINITY MAP
N.T.S.

FLOOD PLAIN NOTE

THIS PROPERTY IS LOCATED WITHIN OTHER AREAS ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48121C0510G, MAP EFFECTIVE DATE APRIL 18, 2011.

PRE DEVELOPMENT DRAINAGE CALCULATIONS

Drainage Area	C	Tc (min)	I-10 (in/hr)	I-25 (in/hr)	I-50 (in/hr)	I-100 (in/hr)	A (acres)	Q10 Peak (cfs)	Q25 Peak (cfs)	Q50 Peak (cfs)	Q100 Peak (cfs)	Remark
DA-1	0.30	10	6.61	7.8	8.71	9.6	0.180	0.36	0.42	0.47	0.52	Sheet Flow to N. U.S. 377 HIGHWAY
						TOTAL	0.180	0.36	0.42	0.47	0.52	

POST DEVELOPMENT DRAINAGE CALCULATIONS

Drainage Area	C	Tc (min)	I-10 (in/hr)	I-25 (in/hr)	I-50 (in/hr)	I-100 (in/hr)	A (acres)	Q10 Peak (cfs)	Q25 Peak (cfs)	Q50 Peak (cfs)	Q100 Peak (cfs)	Remark
DA-1	0.36	10	6.61	7.8	8.71	9.6	0.180	0.43	0.51	0.56	0.62	Sheet Flow to N. U.S. 377 HIGHWAY
						TOTAL	0.180	0.43	0.51	0.56	0.62	

Weighted Runoff Calculations:
C = (Impervious Area(Asphalt) X 0.9 + Pervious Area(Grass) X 0.3)/Total Area
DA-1: Impervious Area(Asphalt) =0.02; Pervious Area(Grass) = 0.16
C = (0.02 X 0.9 + 0.16 X 0.3)/0.180 = 0.36

NOTE: INTENSITIES ARE BASED ON ISWM TECHNICAL MANUAL

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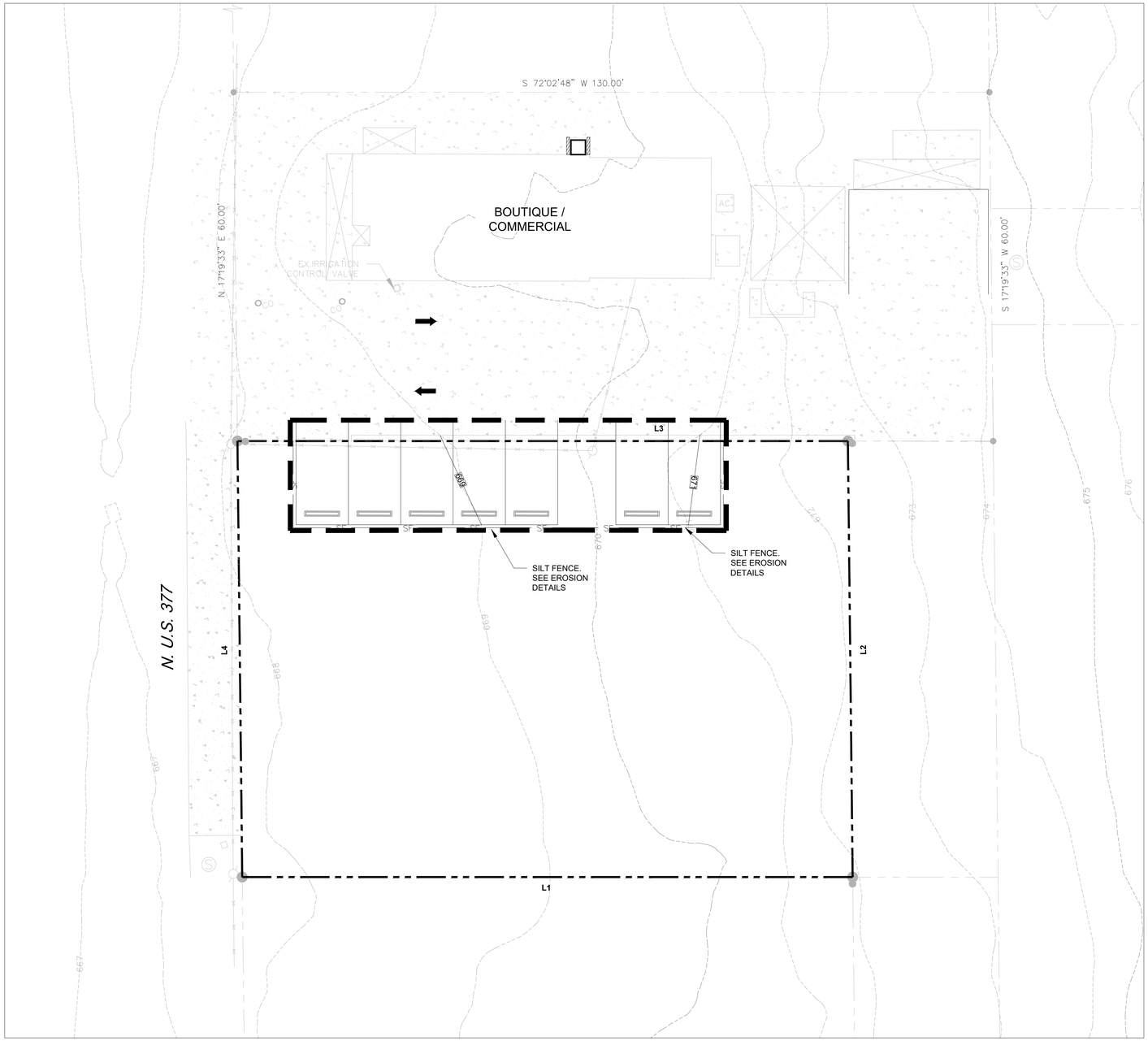
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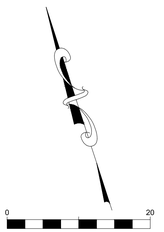
DESIGNED BY: S.BOLLU | CHECKED BY: S.BOLLU | PROJECT NO: 2026-101

SCALE: 1"=10' | DRAWN BY: S.BOLLU | DATE: JUN 2026

DRAINAGE PLAN
BOUTIQUE / COMMERCIAL
606 N. U.S. 377, ARGYLE
TEXAS 76226

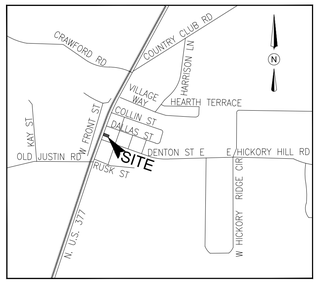
SHEET NO.
C-5.0





EXISTING LEGEND

- BOUNDARY
- OVER-HEAD-ELECTRIC LINE
- EXISTING MINOR CONTOURS
- EXISTING MAJOR CONTOURS
- ADJECENT BOUNDRY
- CONCRETE PAVEMENT
- CONCRETE
- IRON ROD
- POWER POLE
- WATER METER
- SANITARY SEWER MANHOLE
- VERIZON BOX
- CLEAN OUT
- IRRIGATION CONTROL VALVE



VICINITY MAP
N.T.S.

EROSION CONTROL LEGEND

TEMPORARY SILT FENCE	SF
LIMITS OF DISTURBANCE	

EROSION CONTROL GENERAL NOTES

1. EVERY SOIL DISTURBING ACTIVITY SHALL HAVE AN ACCOMPANYING EROSION CONTROL PLAN .
2. THE CONTRACTOR SHALL COMPLY WITH THE TOWN'S STORM WATER ORDINANCE, THE GENERAL CONSTRUCTION PERMIT AND ANY OTHER STATE AND/OR LOCAL REGULATIONS.
3. THE SITE SHALL BE INSPECTED BY THE CONTRACTOR OR HIS REPRESENTATIVE WEEKLY, AND AFTER ANY MAJOR STORM. ADJUSTMENTS/REPAIRS TO THE EROSION CONTROL MEASURES SHOULD BE MADE AS NEEDED.
4. CONTRACTOR SHALL VEGETATE ALL DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF GRADING ACTIVITIES. FINAL ACCEPTANCE OF A SITE SHALL BE CONTINGENT UPON VEGETATION BEING ESTABLISHED IN ALL DISTURBED AREAS.
5. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.
6. TEMPORARY STONE STABILIZED CONSTRUCTION ENTRANCE SHALL HAVE THE FOLLOWING MINIMUM DIMENSIONS: 15' WIDE X 50' LONG X 6" DEEP. (2"-5" COARSE AGGREGATE). PLACE FILTER FABRIC UNDER STONE .
7. THE CONCRETE WASHOUT AREA IS TO BE USED AS A VEHICLE WASH DOWN AREA FOR DEBRIS AND SOIL REMOVAL PRIOR TO EXITING THE SITE.

EROSION CONTROL SUMMARY

PROJECT DESCRIPTION:	SITE GRADING, CONSTRUCTION OF PARKING LOT & CONSTRUCTION OF PROPOSED SITE.
SEQUENCE OF ACTIVITIES:	THE CONTRACTOR WILL SCHEDULE THE PROJECT IN A SERIES OF PHASES. IN GENERAL, THE SEQUENCE OF THESE PHASES WILL CONSIST OF: 1. INSTALL EROSION CONTROL BMP'S. 2. REMOVE EXISTING TREES AND STRUCTURES. 3. BEGIN EARTHWORK. 4. BEGIN SITE GRADING. 5. INSTALL PARKING LOT. 6. INSTALL TREES, SHRUBS, ETC. AND RESTORE ALL DISTURBED VEGETATION. 7. REMOVAL OF EXISTING EROSION CONTROL BMP'S & INSTALLATION OF PERMANENT EROSION CONTROL BMP'S.
SOIL DISTURBING ACTIVITIES:	SOIL DISTURBING ACTIVITIES WILL INCLUDE CLEARING & GRUBBING, GRADING, TRENCHING IN PREPARATION FOR INSTALLING PARKING LOT, EROSION & SEDIMENTATION CONTROLS AND TOPSOIL WORK FOR FINAL PLANTING AND SEEDING.
TOTAL PROJECT AREA:	0.18 ACRES
TOTAL DISTURBED AREA:	0.02 ACRES

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HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
TEXAS FIRM #26178
SBOLLU@HY-CONSULTING.COM
985-951-0413

DESIGNED BY: S.BOLLU | CHECKED BY: S.BOLLU | PROJECT NO. 2026-101

SCALE: 1"=10' | DRAWN BY: S.BOLLU | DATE: JUN 2026

EROSION CONTROL PLAN
BOUTIQUE / COMMERCIAL
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-6.0

1. VEGETATIVE STABILIZATION

This chapter provides standards and specifications for the use of vegetative BMPs for controlling erosion due to land disturbing activities. These methods are primarily for preventing erosion caused by rainfall impact and storm water runoff. The timely use of temporary and permanent ground covers can have a dramatic effect on the amount of erosion that will leave the site of land disturbing activity.

Material specifications listed in this Chapter use the latest versions of the North Central Texas Council of Governments, Standard Specifications for Public Works Construction, the Town of Argyle, Special Provisions to Standard Specifications for Public Works Construction and the Texas Department of Transportation, Standard Specifications for Construction of Highways, Streets and Bridges to the maximum extent possible.

2. TEMPORARY SEEDING

A. Description: The planting of fast growing annual grasses or small grains to provide initial, temporary ground cover for disturbed areas.

B. Purpose: To temporarily stabilize disturbed land areas and earthen BMPs that will not be brought to final grade or have permanent stabilization applied within a period of 30 days.

C. Applications: This practice applies to graded areas, soil areas with sparse vegetation, and soil areas with no vegetation. Specific construction site applications include diversions, earth dams, temporary sediment basins, roadway embankments, rough graded areas and soil stockpiles.

D. Limitations: The application of temporary seeded ground cover has the following limitations:

1) Areas must be re-seeded or permanently stabilized within 1-year.
2) High cost for short term uses.
3) Improper attention to materials and application techniques can lead to higher maintenance costs and severe erosion damage.
4) Not applicable to areas used by foot and vehicle traffic.
5) Not applicable to areas with excessive stormwater runoff or high velocity runoff.

E. Design Criteria: Comply with requirements of NCTCOG Standard Construction Specification Item No. 202, Landscaping.

F. Material Specifications: Comply with requirements of NCTCOG Standard Construction Specification Item No. 202, Landscaping.

G. Maintenance Requirements: inspect areas with temporary ground cover weekly and immediately after heavy rainfall events. Repair rills, bare areas, and washouts immediately and re-seed to establish temporary ground cover. Watering may be required to initiate the germination process. The use of annual grasses requires that the areas be re-seeded yearly or be stabilized with permanent ground cover. Protect seeded areas from foot and vehicle traffic.

3. PERMANENT SEEDING

A. Description: Stabilizing disturbed ground areas by establishing perennial vegetative ground cover by seeding.

B. Purpose: To permanently stabilize disturbed areas by establishing a relatively low cost, maintainable ground cover.

C. Applications: Permanent vegetative techniques can and should be applied to almost all construction sites at the completion of the project. Permanent seeding is used on fine- graded areas on which long-lived vegetative ground cover is the most practical and effective method for stabilizing the soil. The method can also be used on rough-graded areas that will not be brought to finall grade for more than a year.

D. Limitations: The application of permanent seeded ground cover has the following limitations:

1) Seasonal limits on suitable seeding dates for specific varieties of seed.
2) Improper attention to materials and application techniques can lead to higher maintenance costs and severe erosion damage.
3) Not applicable to areas used by foot and vehicle traffic.
4) Not applicable to areas with excessive stormwater runoff or high velocity runoff.
5) Not applicable to steep slopes. Slopes steeper than 3H:1V restrict the use of equipment for seedbed preparation and mowing.
6) May require permanent irrigation.

E. MATERIAL SPECIFICATIONS: Comply with requirements of the North Central Texas Council of Governments (NCTCOG), Standard Specifications for Public Works Construction, Item 202.6.1 - Seeding, along with Item 202.4 - Fertilizer.

F. Maintenance Requirements: Repair rills, bare areas, and washouts immediately and re-seed to establish permanent ground cover. Watering, fertilization and soil supplements may be required to initiate the germination process and to maintain permanent ground cover. Protect seeded areas from excessive water runoff and traffic prior to establishing vegetation. May require periodic mowing and weed control.

4. REMNANT SODDING

A. Description: Stabilizing bare ground areas by laying a continuous cover of grass sod.

B. Purpose: To provide immediate vegetative stabilization to disturbed land areas and earthen BMPs.

C. Applications: Practice applies to disturbed land areas that require immediate and permanent ground cover or where sodding is the preferred method of establishing grass. Locations that are particularly well suited to stabilization with sod include:

1) Swales, channels and ditches carrying storm water at acceptable velocities.
2) Steeper slopes than can be stabilized by normal seeding.
3) Residential or commercial lawns and golf courses where prompt use and aesthetics are important.
4) Areas around drop inlets after the drainage basin has been stabilized.

D. Limitations: The application of sod ground cover has the following limitations:

1) More costly to install than seeding.
2) More difficult to obtain, transport and store.
3) May require permanent irrigation.

E. Material Specifications: Comply with requirements of the North Central Council of Governments (NCTCOG), Standard Specifications for Public Works Construction, Item 202.5.1 - Solid Sod, along with Item 202.4 - Fertilizer.

F. Maintenance Requirements: Repair rills and washouts immediately and re-sod to establish permanent ground cover. Watering, fertilization and soil supplements may be required to establish and maintain permanent ground cover. Remove dead sod and replace promptly. May require periodic mowing and weed control. Slopes steeper than 3H:1V will require staking of the sod to hold it in place.

5. OTHER BMP's

Other BMP's shall be included in the design plans.

All inlet protection shall meet the requirements of Erosion Control BMP's found in the latest edition of Standard for Construction, North Central Texas Council of Governments (NCTCOG).

APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

NO.	REVISIONS	BY	DATE

TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
EROSION & BMP NOTES
DATE: DECEMBER, 2016 | SD-38

REVISED: 12/21/16 - KBURKS H:\Projects\Argyle\Std_Details\STD-38.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: AVERCRUYSSE ON 1/20/2017

4. TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT

A. Description: An aggregate area or pad located where vehicles enter and leave a construction site.

B. Purpose: To provide an area where vehicles can remove mud and sediment from their tires prior to driving on public streets. If used properly, it reduces the requirement to remove sediment from public streets, directs the majority of traffic to a single location, and provides protection for other BMPs on site through traffic control.

C. Applications: Use wherever traffic will be leaving a construction site and moving directly onto a public road or an off-site paved surface. Primary installations include exits from storage areas, staging areas, truck haul routes, and borrow/spoil areas.

D. Limitations: Selection of the stone construction exit/entrance location is critical, since to be effective all traffic must use the area(s) to exit a site. The device is not suitable for use on long, linear projects unless there are designated points for controlled access. Contractors shall clean-up excessive stone from existing paved streets during the construction process.

E. Design Criteria:

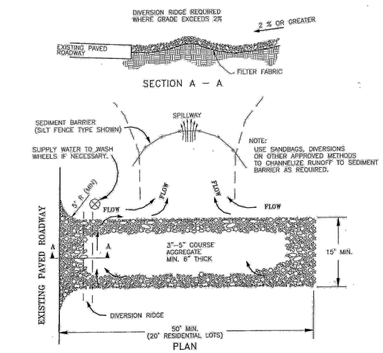
1) Minimum Pad Dimensions: Width = 15 feet or total width of vehicle access, whichever is greater.
Length = 50 feet (Residential lots use 20')
Depth = 6 inches
2) Grade: Avoid grades steeper than 5% and grade to drain back on to the site or to another BMP to control off-site sedimentation.
3) Location: Locate the construction entrance/exit to limit the amount of sediment that leaves the construction site and to provide for maximum use by vehicles leaving the site. Do not place along curves in the public roadway.
4) Filter Fabric: Shall be used for installations with a construction period of more than 6 months, where heavy truck traffic is anticipated daily, or very weak sub-grade soils are present.

F. Material Specifications

1) Aggregate: Natural stone or re-cycled concrete meeting the gradation requirements
- Passing 5-inch Sieve 100%
- Retained 2-inch Sieve 100%

2) Filter Fabric: NCTCOG Item 201.5.2.1

Maintenance Requirements: Inspections should be made weekly and after rain storm events to ensure that the device is functioning properly. When sediment or mud has clogged the void spaces between the stones or mud is being tracked onto the public roadway the aggregate pad must be washed down or replaced. Runoff from the wash-down operation shall not be allowed to drain directly off site without first flowing through another BMP to control off-site sedimentation. Periodic re-grading or the addition of new stone may be required to maintain the efficiency of the installation.



TEMPORARY STONE CONSTRUCTION ENTRANCE / EXIT
N.T.S.

APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

NO.	REVISIONS	BY	DATE

TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
TEMP. STONE CONSTRUCTION ENTRANCE-EXIT
DATE: DECEMBER, 2016 | SD-25

REVISED: 12/21/16 - KBURKS H:\Projects\Argyle\Std_Details\STD-25.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: AVERCRUYSSE ON 1/20/2017

6. SILT FENCE

A. Description: A temporary sediment barrier consisting of filter fabric stretched between and attached to metal or wooden posts, with the bottom of the fabric firmly embedded in the soil. At installations draining larger areas the filter fabric will be attached to a hog wire support that is attached to the fence posts.

B. Purpose: To slow the flow of sediment laden water from small disturbed areas to allow sedimentation to occur and to filter out larger sediment particles as the water flows through the filter fabric.

C. Applications: Silt fence is normally used as a perimeter control immediately downstream of small disturbed areas. It can also be used as a flow diversion for very small drainage areas, but does not function as well as a normal diversion channel and is usually much more expensive.

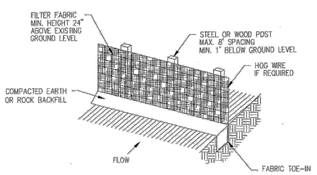
D. Limitations: Do not install silt fences across channels, ditches, streams, pipe outlets, or areas of concentrated water flow. Silt fence locations can limit construction vehicle access so the locations should be well planned to prevent obstructions. Water will pond behind the silt fence, resulting in localized flooding during major rain events.

E. Design Criteria: Place silt fence along perimeter of site where disturbed area sheet runoff must be controlled. Limit the drainage area to 0.25 acres per 100 lineal feet of fence. Provide wire support backing whenever the drainage area exceeds 0.10 acres per 100 lineal feet of fence. Maximum post spacing shall not exceed 8 feet. Stone overflow structures or other outlet device shall be installed at all low points along the fence or every 300 feet if there is no apparent low point.

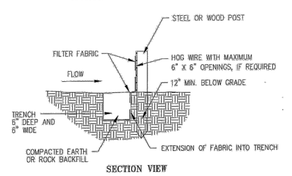
F. Material Specifications:

1) Filter Fabric: NCTCOG Item 201.5.2.1
2) Stone Overflow: NCTCOG Item 201.5.2.4
3) Wire Support: NCTCOG Item 201.5.2.3
4) Fence Posts: NCTCOG Item 201.5.2.2

Maintenance Requirements: Silt fence should be inspected weekly and after major rain events to ensure that the device is functioning properly. Remove sediment from behind fence when the depth of sediment has built up to one-third the height of the fence above grade. Inspect the base of the fence to ensure that no gaps have developed and re-trench as necessary. Inspect fence posts to ensure that they are properly supporting the fence. Straighten, reset and add posts if necessary. If filter fabric is ripped, damaged or deteriorated, replace it in accordance with the original specifications and details.

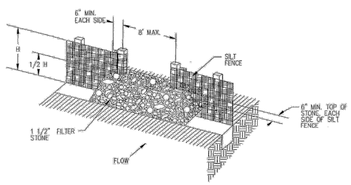


ISOMETRIC VIEW



SECTION VIEW

SILT FENCE
N.T.S.



STONE OVERFLOW STRUCTURE
N.T.S.

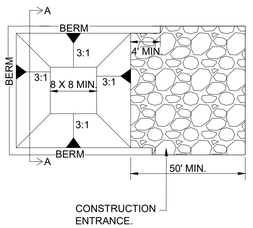
APPROVED BY RESOLUTION 2016-35
DECEMBER 13, 2016

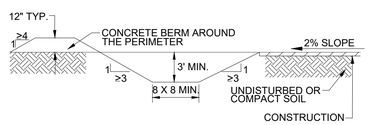
NO.	REVISIONS	BY	DATE

TOWN OF ARGYLE, TEXAS
STANDARD CONSTRUCTION DETAILS
SILT FENCE – STONE OVERFLOW STRUCTURE
DATE: DECEMBER, 2016 | SHEET SD-27

REVISED: 12/21/16 - KBURKS H:\Projects\Argyle\Std_Details\STD-27.dwg PLOT SCALE: 1:2 PLOT STYLE: 11x17.ctb PLOTTED BY: AVERCRUYSSE ON 1/20/2017

NOTES
1. SEE PLAN VIEW FOR CWA INSTALLATION LOCATION.
2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRANAIGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS WITH INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINE ABOVE GROUND STORAGE SHOULD BE USED.
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
4. CWA SHALL INCLUDE FLAT SUBSURFACE PIT THAT IS AT LEAST 8' x 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.
6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.
9. INSPECT BMPs EACH WORKDAY, AND MAINTAIN IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
10. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
11. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
12. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
13. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN SHALL BE TRANSPORTED FROM THE JOB SITE IN A CONTAINER AND DISPOSED OF PROPERLY.
14. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
15. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BE THE LOCAL JURISDICTION.





CONCRETE WASHOUT AREA DETAIL
N.T.S.

NOTE:
CONTRACTOR TO VERIFY WITH TOWN REQUIREMENTS. SHOULD THE TOWN REQUIREMENTS DIFFER FROM DETAIL, THE TOWN REQUIREMENTS WILL SUPERCEDE.

CADD FILE NAME: BASE

REVISIONS | DATE: | REMARKS: | APP'D

HY ENGINEERING LLC
1132 HARDY DRIVE
COVINGTON, LA 70433
TEXAS FIRM #26178
SBOLLU@HY-CONSULTING.COM
985-951-0413

DESIGNED BY: S.BOLLU | CHECKED BY: S.BOLLU | PROJECT NO. 2026-101
SCALE: 1"=10' | DRAWN BY: S.BOLLU | DATE: JUN 2026

EROSION CONTROL DETAILS
BOUTIQUE / COMMERCIAL
606 N. U.S. 377, ARGYLE
TEXAS 76226

SHEET NO.
C-6.1

9 OF 14

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss, consider, and take action on Resolution No. 2026-30 awarding Bid No. 2026-008, 2026 Street Maintenance – Asphalt, to Reynolds Asphalt & Construction Co. in the amount not to exceed of $553,671.50 and authorizing the Mayor to execute.

BACKGROUND INFORMATION:

The Town of Argyle solicited competitive sealed bids for Bid No. 2026-008, 2026 Street Maintenance – Asphalt, in accordance with Chapter 252 of the Texas Local Government Code. The project was publicly advertised and bid documents were made available through CivCast. Bids were received electronically and publicly opened on June 1, 2026.

The bid documents included included multiple asphalt street maintenance and roadway improvement components throughout the Town. The bid documents expressly permitted the Town to award the work by individual project, schedule, or combination of bid items, allowing the Town Council to select the project components that best align with available funding and operational priorities.

The only bid received was from Reynolds Asphalt & Construction, for the items recommended for approval, the bid amounts were consistent with the engineer's estimated costs. Following review of the bid, project priorities, available funding, and operational needs, staff recommends awarding to Reynolds Asphalt & Construction Co. the Frenchtown Road at Stonecrest asphalt improvements, Front Street improvements, and Construction Access Road improvements from the base bid.

In addition, applying bid unit costs to the Old Justin Mill and Overlay project resulted in saving in comparison with the bid pricing from Bid No. 2026-09, so it is included as Change Order No 1 for Council consideration.

Staff also recommends a Project Allowance of $50,000 allowing the Town to make field modifications as necessary during the construction process.

These items total a recommended not to exceed of $553,671.50. Any Change Order exceeding that amount would require Council approval.

The work generally consisted of pavement reconstruction, pavement widening, and construction of an access road, together with associated traffic control, erosion control, pavement markings, and related improvements.

The bid documents expressly permitted award by individual schedule, project, or combination of bid items, and staff determined that awarding these specific improvements at this time represents the best value and highest priority use of available funding.

Staff and our Town Engineering firm, Kimley Horn has reviewed the bid submission and determined Reynolds Asphalt & Construction Co. possesses the qualifications, experience, personnel, and equipment necessary to successfully complete the work in accordance with the contract documents. The proposed improvements will enhance roadway conditions, improve accessibility, and support future Town infrastructure projects.

Approval of this item will authorize execution of a construction contract with Reynolds Asphalt & Construction Co. for the selected project components and authorize construction to proceed following contract execution and issuance of a Notice to Proceed. Funding for these projects were included in the Street Maintenance Sales Tax Fund in FY 25-26 Budget.

FISCAL IMPACT:

☐ Not Applicable	
☒ Proposed Expenditure:	$553,671.50
☒ General Ledger Code:	230-5-520-6410
☐ Proposed Revenue:	
☐ Budget Amendment Required:	No
☒ Financial Review Completed by:	Mike Sims

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

A. Resolution No. 2026-30
B. Bid Tabulation
C. Reynolds Asphalt & Construction Co. Bid Proposal
D. Construction Contract.

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution No. 2026-30.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, AWARDING BID NO. 2026-008, 2026 STREET MAINTENANCE – ASPHALT, TO REYNOLDS ASPHALT & CONSTRUCTION CO. IN AN AMOUNT NOT TO EXCEED $553,671.50; AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT AND ALL RELATED DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle solicited Competitive Sealed Bids for Bid No. 2026-008, 2026 Street Maintenance – Asphalt, in accordance with Chapter 252 of the Texas Local Government Code; and

WHEREAS, the project generally included asphalt pavement reconstruction, pavement widening, and construction access road improvements at multiple locations throughout the Town; and

WHEREAS, sealed bids were received and publicly opened on June 1, 2026, and staff evaluated the bids for responsiveness and responsibility in accordance with the bid documents and applicable law; and

WHEREAS, the bid documents expressly authorized the Town to award the work by project, schedule, or combination thereof, as determined to be in the best interest of the Town; and

WHEREAS, the Town Council finds it to be in the best interest of the efficient delivery of this construction project to allow for a limited modification to Resolution No. 2025-03 establishing Town Purchasing Policies, allowing the Town Manager to approve change orders strictly within the Not to Exceed total of $553,671.50; and

WHEREAS, Reynolds Asphalt & Construction Co. submitted the lowest responsive and responsible bid for the portions of the project recommended for award; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to award the Frenchtown Road at Stonecrest asphalt improvements, Front Street improvements, Construction Access Road improvements Change Order #1 – Old Justin Mill and Overlay; and

WHEREAS, the Town Council further finds that it is appropriate not to award other categories of the bid at this time; and

WHEREAS, the Town Council finds that award of the selected project components will improve transportation infrastructure and support future Town capital improvement projects.

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

Section 1. The findings set forth in the recitals above are hereby incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The Town Council hereby awards Bid No. 2026-008, 2026 Street Maintenance – Asphalt, to Reynolds Asphalt & Construction Co. for the following project components:

A. Frenchtown Road at Stonecrest Asphalt Improvements
B. Front Street Improvements
C. Construction Access Road Improvements
D. Change Order No. 1 Old Justin Mill and Overlay
E. Project Allowance

Section 3. The total authorized contract amount shall not exceed $553,671.50.

Section 4. The Town Council hereby authorizes the Mayor to execute the construction contract and all related documents necessary to implement this Resolution.

Section 5. The Town Council hereby authorizes the Town Manager take all actions necessary to implement this Resolution and to approve change orders strictly within the Not to Exceed total of $553,671.50, such change orders shall be transmitted to Council prior to project completion. Change orders in excess of $553,671.50 shall follow Resolution No. 2025-03 regarding Town Purchasing Policies.

Section 6. The Town Council expressly reserves the right to reconsider the remaining bid items of Bid No. 2026-008 at a future date.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 15th DAY OF JUNE 2026.

APPROVED:

_____

Ronald Schmidt, Mayor

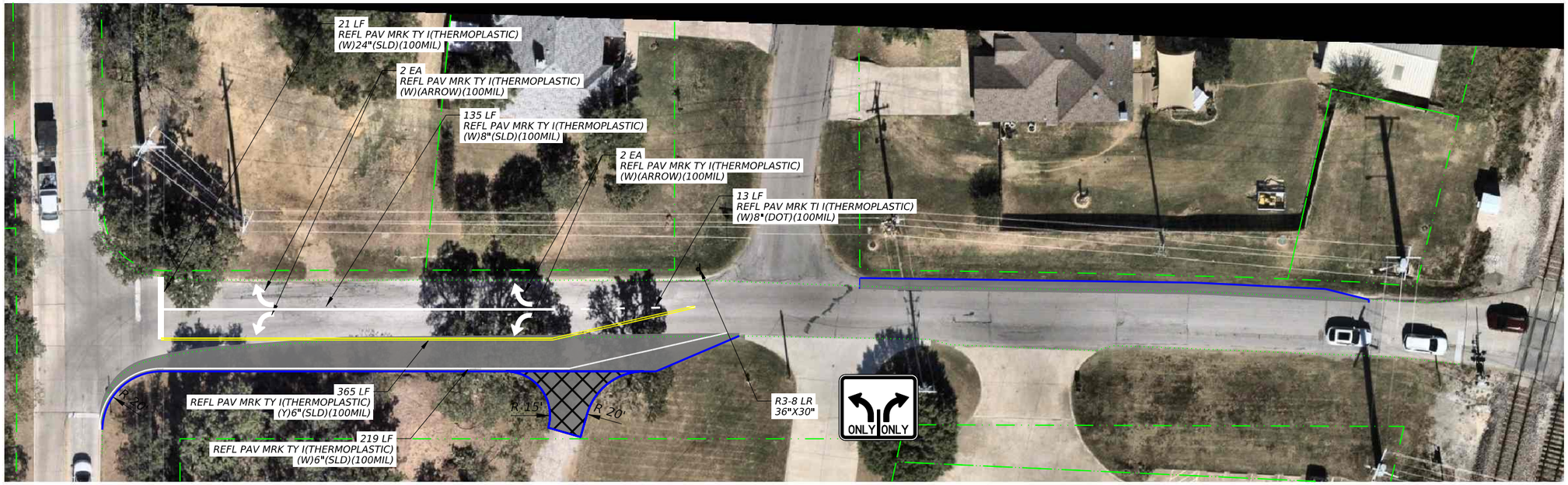
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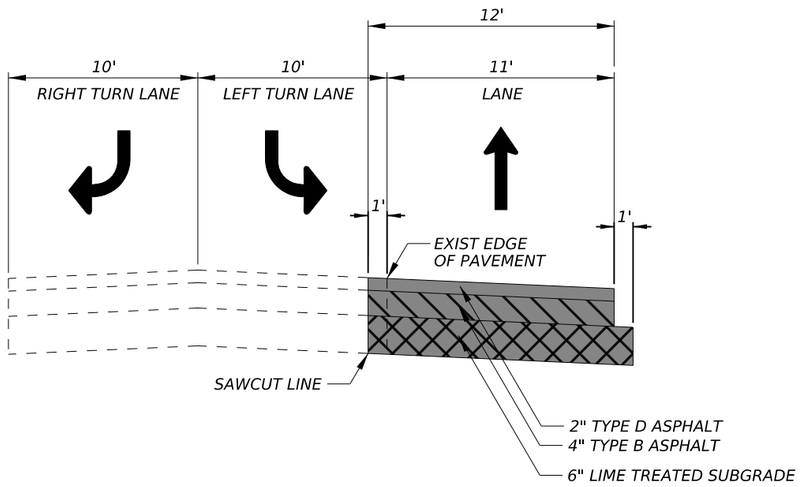
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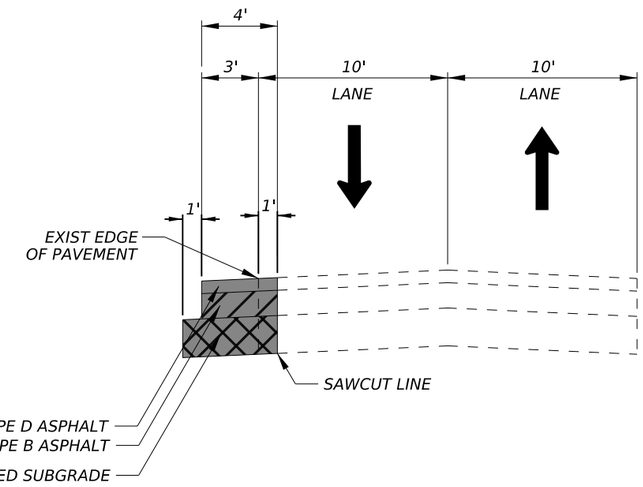
Erika McComis, Town Secretary

Contract Recommendation Summary for Bid No. 2026-008, 2026 Street Maintenance – Asphalt

Projects	Engineer's Estimate	Reynolds Bid	Recommendation
Denton St (Asphalt)	$602,127.00	$456,755.85	
Harpole West (Asphalt)	$235,310.00	$209,705.70	
Frenchtown at Stonecrest (Asphalt)	$51,232.00	$89,236.15	$89,236.15
Front (Asphalt)	$77,624.00	$97,875.85	$97,875.85
Construction Access Roads	$223,051.00	$183,450.90	$183,450.90
Change Order 1 - Old Justin Mill and Overlay	$119,009.00	$133,108.60	$133,108.60
Project Allowance			$50,000.00
TOTAL	$1,189,344.00	$1,037,024.45	**$553,671.50**







0' 40' 80'

(SCALE)

LEGEND

- EXIST RIGHT OF WAY
- PROP ROADWAY
- 6" ASPHALT DRIVEWAY

NOTES:

1. CONTRACTOR TO MAINTAIN CURRENT DRAINAGE PATTERNS.
2. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH TXDOT STANDARDS PM(1)-22 THRU PM(4)-22A.
3. DO NOT CLEAN OR PREP PAVEMENT SURFACES BY GRINDING.
4. ALL STRIPING SHALL BE TY I (THERMOPLASTIC).

NO.	REVISION	BY	DATE

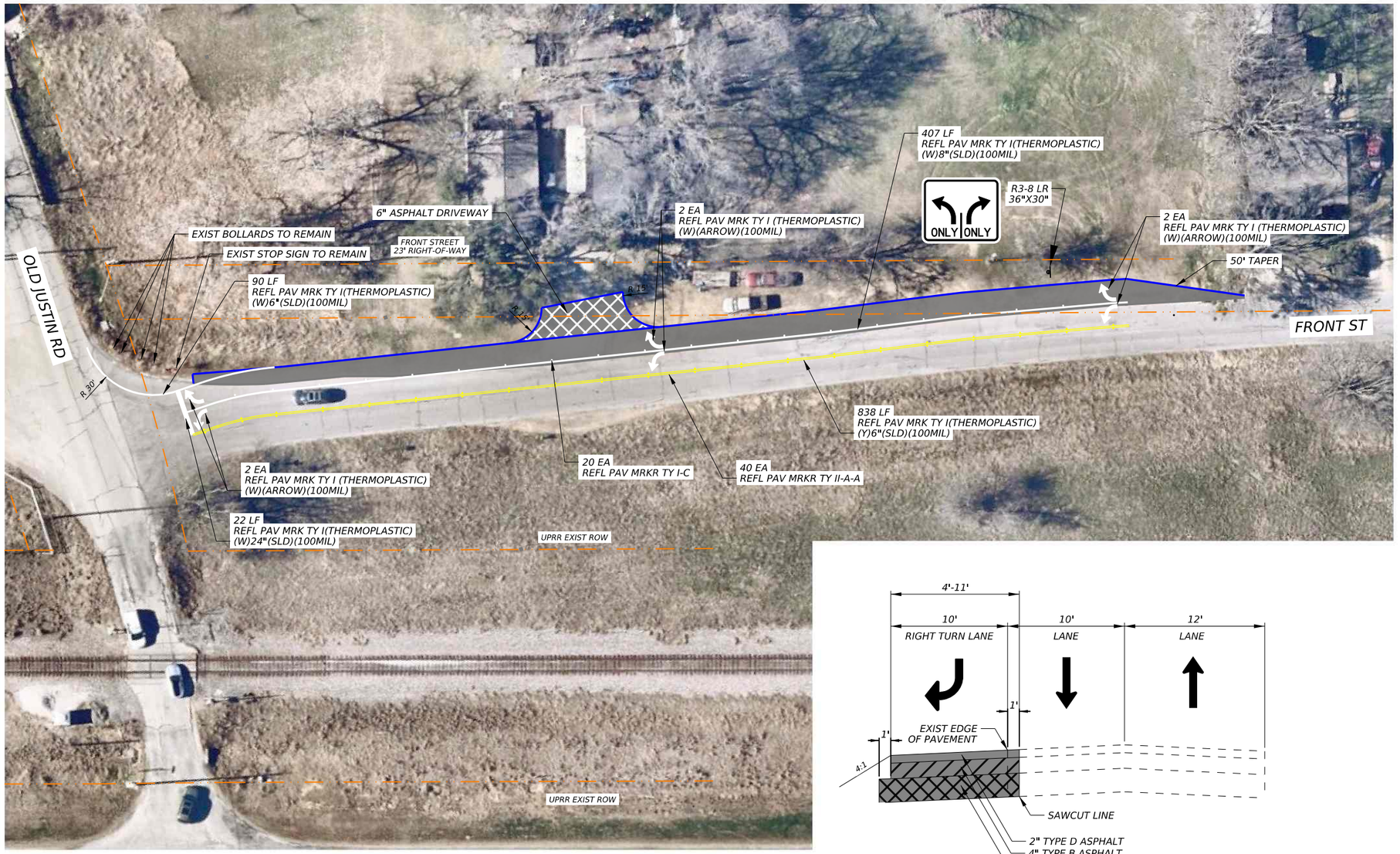
Kimley»Horn F-928

APPENDIX C
FRENCHTOWN ROAD PAVEMENT IMPROVEMENTS

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

CK: DW: CK: DW:

DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Frenchtown/Basefiles/Frenchtown_Pave



0' 50' 100'

(SCALE)

LEGEND

- EXIST RIGHT OF WAY
- PROP ASPHALT ROADWAY
- 6" ASPHALT DRIVEWAY

NOTES:

1. CONTRACTOR TO MAINTAIN CURRENT DRAINAGE PATTERNS.
2. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH TXDOT STANDARDS PM(1)-22 THRU PM(4)-22A.
3. DO NOT CLEAN OR PREP PAVEMENT SURFACES BY GRINDING.
4. ALL STRIPING SHALL BE TY I (THERMOPLASTIC).

NO.	REVISION	BY	DATE

Kimley»Horn F-928

APPENDIX D
FRONT STREET PAVEMENT IMPROVEMENTS

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

86

CK:
DW:
CK:
DW:

DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Front St/Front St.dgn



Old Justin at C Taylor

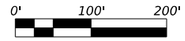


Old Justin at Willow St



Old Justin at Aberdeen Blvd





(SCALE)

LEGEND

EXIST RIGHT OF WAY

PROP MILL AND OVERLAY

NO.	REVISION	BY	DATE

Kimley»Horn F-928

APPENDIX F
OLD JUSTIN
MILL AND OVERLAY
EXHIBIT

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Old Justin/Exhibits/Old Justin M&O.dgn

Kimley»Horn

June 3, 2026

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

Re: Bid Results
2026 Street Maintenance - Asphalt
KHA No. 063931101

Dear Mr. Sims:

On June 1, 2026, the Town of Argyle received bids for the 2026 Street Maintenance - Asphalt project. A detailed bid tabulation is attached for your review and consideration. The Town received bids from the following contractor:

Reynolds Asphalt & Construction Company	**Total Bid**
Schedule A – Denton St	~~$456,755.85~~
Schedule B – Harpole Rd West	~~$209,705.70~~
Schedule C – Frenchtown Rd	$89,236.15
Schedule D – Front St	$97,875.85
Schedule E – Construction Access Road	$183,450.90
Change Order 1 – Old Just Mill and Overlay	$133,108.60
Project Allowance	$50,000.00
Total Base Bid	**$553,671.50**

Kimley-Horn has reviewed the qualifications of Reynolds Asphalt & Construction Company and verified that the Contractor's bonding company is licensed in the State of Texas. Town Staff has advised to not proceed with Schedule A – Denton St and Schedule B – Harpole Rd West. Based on these reviews, Kimley-Horn recommends awarding the contract to Reynolds Asphalt & Construction Company in the amount of $553,671.50.

Enclosed is a copy of the Bid Tabulation and Change Order 1 for your reference. Thank you for the opportunity to be of service to the Town of Argyle.

Should you have any questions or comments, please do not hesitate to contact me at 940-536-0177.

Sincerely,

Colton J. Hermes

Colton Hermes, P.E.

Copy to: Mike Sims, Town Manager, Town of Argyle
Ben White, Interim Public Works Director, Town of Argyle

KIMLEY-HORN AND ASSOCIATES, INC.
100 W Oak St, Suite 203
Denton, TX 76201

Date: June 3, 2026

CHANGE OR EXTRA WORK ORDER NO. 1

PROJECT DESCRIPTION:	2026 Street Maintenance - Asphalt
KHA PROJECT NO.:	63931101
OWNER:	Town of Argyle
CONTRACTOR:	Reynolds Asphalt and Construction Company
ORIGINAL CONTRACT AMOUNT:	**$420,526.90**
REVISED CONTRACT AMOUNT PER:	
CHANGE ORDER NO. 1	**$553,683.60**

CHANGE OR EXTRA WORK TO BE PERFORMED:

Item No.	Name of Pay Item	Contract Qty	Final Qty	Qty Change	Unit	Unit Price	Decrease in Cont. Price	Increase in Cont. Price
Change Order 1 - Old Justin Rd Mill and Overlay								
1	Mobilization	-	1	1	LS	$ 5,000.00		$ 5,000.00
2	Traffic Control	-	1	1	LS	$ 11,500.00		$ 11,500.00
3	Plane and Texture Asphalt (2")	-	4,414	4,414	SY	$ 4.55		$ 20,083.70
4	2" Asphalt Pavement TY D	-	4,414	4,414	SY	$ 19.50		$ 86,073.00
5	Fog Seal	-	15,000	15,000	SY	$ 0.70		$ 10,500.00

Total Increase in Contract Amount:		$ 133,156.70
Total Decrease in Contract Amount:	$ -	
Net Increase in Contract Amount:		$ 133,156.70
Original Contract Amount:		$420,526.90
Revised Contract Amount:		**$553,683.60**

Recommended by Engineer:
Kimley-Horn and Associates, Inc.

By _____

Accepted by Contractor:
Reynolds Asphalt and Construction Company

By _____

Approved by Owner:
Town of Argyle

By _____

BID FORM
FOR
2026 STREET MAINTENANCE - ASPHALT
THE TOWN OF ARGYLE, TEXAS

(THIS BID FORM MUST NOT BE REMOVED FROM THE BIDDING DOCUMENTS. REVISED BID FORMS ISSUED BY ADDENDA SHALL BE ATTACHED OR BOUND TO THE BIDDING DOCUMENTS.)

Date 06/01/2026

TO: **Town of Argyle**
Attention: Town Secretary
308 Denton St E
Argyle, Texas 76226

FROM: Reynolds Asphalt & Construction Co.
(Name of Contractor)
8713 Airport Fwy Ste 100
North Richland Hills, TX 76180
(Address)
817-267-3131
(Phone) (Fax)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for fourty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

   Addendum 1 - 05/22/2026

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Provisions as provided in paragraph GC-102.3 of the General Conditions. BIDDER accepts the determination set forth in paragraphs SP-21 of the Supplementary Provisions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraphs GC-102.3 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations investigations, explorations, tests, studies and data with the Contract Documents.

(g) BIDDER has thoroughly reviewed the project and has submitted to the Owner, at least 96 hours in advance of the date for opening bids, all questions regarding the meaning or intent of the contract documents and particularly all questions regarding issues which may affect the pricing or measurement and payment of the project.

Schedule A - Denton St

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization twenty three thousand seven hundred & seventy five dollars and zero cents dollars and cents per unit	1	LS	$23,775.00	$23,775.00
2	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control eleven thousand seven hundred fifteen dollars and zero cents dollars and cents per unit	1	LS	$11,715.00	$11,715.00
3	Traffic Control eight thousand eight hundred twenty dollars & zero cents dollars and cents per unit	1	LS	$8,820.00	$8,820.00
4	Remove Ashpalt Pavement seven dollars & twenty cents dollars and cents per unit	3,390	SY	$7.20	$24,408.00
5	Remove Existing Subgrade five dollars & forty five cents dollars and cents per unit	3,390	SY	$5.45	$18,475.50
6	6" Lime Treated Subgrade thirteen dollars & thirty cents dollars and cents per unit	3,751	SY	$13.30	$49,888.30
7	2" Asphalt Pavement TY D seventeen dollars & fifteen cents dollars and cents per unit	3,390	SY	$17.15	$58,138.50
8	4" Asphalt Pavement TY B thirty two dollars & sixty five cents dollars and cents per unit	3,390	SY	$32.65	$110,683.50
9	1' Concrete Edge Restraint sixty three dollars & fifty five cents dollars and cents per unit	1,811	LF	$63.55	$115,089.05
10	6" SLD PVMT MRK TY I (Y) three dollars & zero cents dollars and cents per unit	2,368	LF	$3.00	$7,104.00
11	24" SLD PVMT MRK TY I (W) twenty two dollars & zero cents dollars and cents per unit	12	LF	$22.00	$264.00
12	Raised Pavement Marker TY II-A-A seven dollars & zero cents dollars and cents per unit	29	EA	$7.00	$203.00
13	Remove Concrete Driveway one hundred thirty dollars & zero cents dollars and cents per unit	36	SY	$130.00	$4,680.00
14	Remove Existing Culvert sixty two dollars & twenty cents dollars and cents per unit	20	LF	$62.20	$1,244.00

Schedule A - Denton St

15	Remove Concrete Headwall one thousand two hundred dollars & zero cents dollars and cents per unit	2	EA	$1,200.00	$2,400.00
16	6" Concrete Driveway two hundred thirteen dollars & zero cents dollars and cents per unit	36	SY	$213.00	$7,668.00
17	8" CMP Culvert one hundred forty dollars & zero cents dollars and cents per unit	20	LF	$140.00	$2,800.00
18	Embankment eight hundred dollars & zero cents dollars and cents per unit	1	CY	$800.00	$800.00
19	Concrete Headwall four thousand three hundred dollars & zero cents dollars and cents per unit	2	EA	$4,300.00	$8,600.00

Total Schedule A - Denton St $ 456,755.85

four hundred fifty six thousand seven hundred fifty five **Dollars**

eighty five **Cents**

Schedule A.Alt - Denton St - Alternate 1 (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	6" Reinforced Concrete Pavement NO BID dollars and cents per unit	3,390	SY	$ NO BID	$ NO BID
2	2" Asphalt Pavement TY D NO BID dollars and cents per unit	(3,390)	SY	$ NO BID	$ NO BID
3	4" Asphalt Pavement TY B NO BID dollars and cents per unit	(3,390)	SY	$ NO BID	$ NO BID

Schedule A.Alt - Denton St - Alternate 1 (Optional) $ NO BID

NO BID **Dollars**

NO BID **Cents**

Schedule A.Alt - Denton St - Alternate 2 (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Remove Concrete Driveway NO BID dollars and cents per unit	24	SY	$ NO BID	$ NO BID
2	Remove Existing Culvert NO BID dollars and cents per unit	20	LF	$ NO BID	$ NO BID
3	4" Asphalt Pavement TY B NO BID dollars and cents per unit	2	EA	$ NO BID	$ NO BID
4	6" Concrete Driveway NO BID dollars and cents per unit	24	SY	$ NO BID	$ NO BID
5	18" CMP Culvert NO BID dollars and cents per unit	20	LF	$ NO BID	$ NO BID
6	Concrete Headwall NO BID dollars and cents per unit	2	EA	$ NO BID	$ NO BID
7	5" Reinforced Concrete Channel NO BID dollars and cents per unit	80	SY	$ NO BID	$ NO BID
8	Embankment NO BID dollars and cents per unit	1	CY	$ NO BID	$ NO BID

Schedule A.Alt - Denton St - Alternate 2 (Optional) $ NO BID

NO BID **Dollars**

NO BID **Cents**

Schedule B - Harpole Rd West

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization fourteen thousand two hundred forty dollars & zero cents dollars and cents per unit	1	LF	$14,240.00	$14,240.00
2	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control six thousand seven hundred sixty dollars & zero cents dollars and cents per unit	1	LS	$6,760.00	$6,760.00
3	Traffic Control four thousand two hundred eighty dollars & zero cents dollars and cents per unit	1	LS	$4,280.00	$4,280.00
4	Remove Ashpalt Pavement nine dollars & forty cents dollars and cents per unit	1,213	SY	$9.40	$11,402.20
5	Remove Existing Subgrade six dollars & fifty cents dollars and cents per unit	1,213	SY	$6.50	$7,884.50
6	6" Lime Treated Subgrade twenty dollars & sixty cents dollars and cents per unit	1,434	SY	$20.60	$29,540.40
7	2" Asphalt Pavement TY D seventeen dollars & sixty cents dollars and cents per unit	1,380	SY	$17.90	$24,702.00
8	4" Asphalt Pavement TY B thirty four dollars & thirty cents dollars and cents per unit	1,380	SY	$34.30	$47,334.00
9	1' Concrete Edge Restraint sixty three dollars & fifty five cents dollars and cents per unit	952	LF	$63.55	$60,499.60
10	6" SLD PVMT MRK TY I (Y) three dollars & zero cents dollars and cents per unit	993	LF	$3.00	$2,979.00
11	Raised Pavement Marker TY II-A-A seven dollars & zero cents dollars and cents per unit	12	EA	$7.00	$84.00

Total Schedule B - Harpole Rd West $ 209,705.70

two hundred and nine thousand seven hundred and five **Dollars**

seventy **Cents**

Schedule C - Frenchtown Rd

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization twelve thousand one hundred seventy dollars & zero cents dollars and cents per unit	1	LS	$ 12,170.00	$12,170.00
2	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control four thousand two hundred seventy dollars & zero cents dollars and cents per unit	1	LS	$4,270.00	$4,270.00
3	Traffic Control nine thousand three hundred fifty dollars & zero cents dollars and cents per unit	1	LS	$9,350.00	$9,350.00
4	Remove Gravel Driveway seventeen dollars & twenty cents dollars and cents per unit	88	SY	$ 17.20	$ 1,513.60
5	Remove Existing Subgrade eleven dollars & forty cents dollars and cents per unit	133	SY	$ 11.40	$1,516.20
6	Remove Ashpalt Pavement one hundred sixty two dollars & forty five cents dollars and cents per unit	45	SY	$162.45	$7,310.25
7	Hydrated Lime five hundred eighty five dollars & zero cents dollars and cents per unit	6	TON	$585.00	$3,510.00
8	6" Lime Treated Subgrade forty three dollars & sixty five cents dollars and cents per unit	348	SY	$ 43.65	$ 15,190.20
9	2" Asphalt Pavement TY D twenty three dollars & seventy cents dollars and cents per unit	318	SY	$23.70	$7,536.60
10	4" Asphalt Pavement TY B fifty three dollars & sixty cents dollars and cents per unit	318	SY	$53.60	$ 17,044.80
11	6" Asphalt Driveway ninety five dollars & ninety five cents dollars and cents per unit	42	SY	$95.95	$4,029.90
12	6" SLD PVMT MRK TY I (Y) three dollars and zero cents dollars and cents per unit	365	LF	$3.00	$ 1,095.00
13	8" SLD PVMT MRK TY I (W) three dollars & seventy cents dollars and cents per unit	135	LF	$ 3.70	$ 499.50

Schedule C - Frenchtown Rd

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
14	8" DOT PVMT MRK TY I (W) three dollars & seventy cents dollars and cents per unit	13	LF	$3.70	$ 48.10
15	24" SLD PVMT MRK TY I (W) twenty two dollars & zero cents dollars and cents per unit	21	LF	$ 22.00	$ 462.00
16	Lane Legend Arrow four hundred & thirty five dollars & zero cents dollars and cents per unit	4	EA	$435.00	$ 1,740.00
17	Install Sign Support and Assembly one thousand nine hundred fifty dollars & zero cents dollars and cents per unit	1	EA	$ 1,950.00	$ 1,950.00

Total Schedule C - Frenchtown Rd $ 89,236.15

eighty nine thousand two hundred & thirty six **Dollars**

fifteen **Cents**

Schedule D - Front St

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization twelve thousand five hundred dollars & zero cents dollars and cents per unit	1	LS	$ 12,500.00	$12,500.00
2	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control four thousand nine hundred fifty dollars & zero cents dollars and cents per unit	1	LS	$ 4,950.00	$4,950.00
3	Traffic Control eight thousand three hundred thirty dollars & zero cents dollars and cents per unit	1	LS	$8,330.00	$8,330.00
4	Remove Ashpalt Pavement one hundred twenty two dollars & fifteen cents dollars and cents per unit	60	SY	$122.15	$7,329.00
5	Remove Existing Subgrade twenty one dollars & forty cents dollars and cents per unit	60	SY	$ 21.40	$1,284.00
6	Hydrated Lime five hundred eighty five dollars & zero cents dollars and cents per unit	9	TON	$585.00	$5,265.00
7	6" Lime Treated Subgrade twenty nine dollars & fifteen cents dollars and cents per unit	522	SY	$29.15	$15,216.30
8	2" Asphalt Pavement TY D nineteen dollars & twenty five cents dollars and cents per unit	477	SY	$ 19.25	$ 9,182.25
9	4" Asphalt Pavement TY B forty four dollars & twenty cents dollars and cents per unit	477	SY	$44.20	$21,083.40
10	6" Asphalt Driveway seventy three dollars & fifty cents dollars and cents per unit	70	SY	$73.50	$5,145.00
11	6" SLD PVMT MRK TY I (Y) three dollars & zero cents dollars and cents per unit	407	LF	$3.00	$ 1,221.00
12	6" SLD PVMT MRK TY I (W) three dollars & zero cents dollars and cents per unit	90	LF	$3.00	$ 270.00
13	8" SLD PVMT MRK TY I (W) three dollars & seventy cents dollars and cents per unit	407	LF	$ 3.70	$ 1,505.90

Schedule D - Front St

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
14	24" SLD PVMT MRK TY I (W) twenty two dollars & zero cents dollars and cents per unit	22	LF	$22.00	$ 484.00
15	Raised Pavement Marker TY II-A-A seven dollars & zero cents dollars and cents per unit	40	EA	$ 7.00	$ 280.00
16	Raised Pavement Marker TY I-C seven dollars & zero cents dollars and cents per unit	20	EA	$ 7.00	$ 140.00
17	Lane Legend Arrow four hundred thirty five dollars & zero cents dollars and cents per unit	4	EA	$ 435.00	$ 1,740.00
18	Install Sign Support and Assembly one thousand nine hundred fifty dollars & zero cents dollars and cents per unit	1	EA	$1,950.00	$1,950.00

Total Schedule D - Front St $ 97,875.85

ninety seven thousand eight hundred & seventy five **Dollars**

eighty five **Cents**

Item 11.

Schedule E - Construction Access Road

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization seven thousand one hundred twenty dollars & zero cents dollars and cents per unit	1	LS	$7,120.00	$7,120.00
2	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control twenty thousand four hundred ninety dollars & zero cents dollars and cents per unit	1	LS	$20,490.00	$20,490.00
3	Remove Wire Fence three dollars & zero cents dollars and cents per unit	1,098	LF	$3.00	$3,294.00
4	TY I TxDOT Gate one thousand four hundred dollars & zero cents dollars and cents per unit	4	EA	$1,400.00	$5,600.00
5	Wire Fence fifty five dollars & thirty five cents dollars and cents per unit	100	LF	$55.35	$5,535.00
6	Remove Metal Pipe Fence twelve dollars & ninety cents dollars and cents per unit	61	LF	$12.90	$786.90
7	12" RCP Culvert one hundred & eleven dollars & zero cents dollars and cents per unit	100	LF	$111.00	$11,100.00
8	6" Flexible Base Subgrade twenty three dollars & fifty five cents dollars and cents per unit	5,500	SY	$23.55	$129,525.00

Total Schedule E - Construction Access Road $ 183,450.90

one hundred eighty three thousand four hundred and fifty **Dollars**

ninety **Cents**

Schedule F - Unit Price Items (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization for Asphalt Maintenance NO BID dollars and cents per unit	1	LS	$ NO BID	$ NO BID
2	Remove Asphalt Pavement (0 to 100 SY) NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
3	Remove Asphalt Pavement (100+ SY) NO BID dollars and cents per unit	500	SY	$ NO BID	$ NO BID
4	Remove Existing Subgrade (0 to 100 SY) NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
5	Remove Existing Subgrade (100+ SY) NO BID dollars and cents per unit	500	SY	$ NO BID	$ NO BID
6	2" Asphalt Mill (0 to 100 SY) NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
7	2" Asphalt Mill (100 SY+) NO BID dollars and cents per unit	500	SY	$ NO BID	$ NO BID
8	2" Asphalt Overlay (0 to 100 SY) NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
9	2" Asphalt Overlay (100+ SY) NO BID dollars and cents per unit	500	SY	$ NO BID	$ NO BID
10	6" Asphalt Pavement (0 to 100 SY) NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
11	6" Asphalt Pavement (100+ SY) NO BID dollars and cents per unit	500	SY	$ NO BID	$ NO BID
12	6" Flexible Base Subgrade (0 to 100 SY) NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
13	6" Flexible Base Subgrade (100+ SY) NO BID dollars and cents per unit	500	SY	$ NO BID	$ NO BID

Unit Price Items (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
14	Fog Seal NO BID dollars and cents per unit	10,000	SY	$ NO BID	$ NO BID
15	Mobilization for Concrete Maintenance NO BID dollars and cents per unit	1	LS	$ NO BID	$ NO BID
16	Remove Concrete Pavement (0 to 100 SY) NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
17	Remove Concrete Pavement (100+ SY) NO BID dollars and cents per unit	500	SY	$ NO BID	$ NO BID
18	Remove Existing Subgrade (0 to 100 SY) NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
19	Remove Existing Subgrade (100+ SY) NO BID dollars and cents per unit	500	SY	$ NO BID	$ NO BID
20	6" Concrete Pavement (0 to 100 SY) NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
21	6" Concrete Pavement (100+ SY) NO BID dollars and cents per unit	500	SY	$ NO BID	$ NO BID
22	6" Concrete Driveway NO BID dollars and cents per unit	50	SY	$ NO BID	$ NO BID
23	4" Concrete Sidewalk NO BID dollars and cents per unit	20	SY	$ NO BID	$ NO BID
24	Concrete Crack Rout and Seal NO BID dollars and cents per unit	10,000	LF	$ NO BID	$ NO BID
25	Concrete Joint Remove and Reseal NO BID dollars and cents per unit	1,000	LF	$ NO BID	$ NO BID
26	Mobilization for Drainage Improvements NO BID dollars and cents per unit	1	LS	$ NO BID	$ NO BID

Unit Price Items (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
27	Remove Existing Culvert NO BID dollars and cents per unit	50	L	$ NO BID	$ NO BID
28	18" RCP Culvert NO BID dollars and cents per unit	100	LF	$ NO BID	$ NO BID
29	24" RCP Culvert NO BID dollars and cents per unit	100	LF	$ NO BID	$ NO BID
30	36" RCP Culvert NO BID dollars and cents per unit	100	LF	$ NO BID	$ NO BID
31	Safety End Treatment (18" RCP) NO BID dollars and cents per unit	5	EA	$ NO BID	$ NO BID
32	Safety End Treatment (24" RCP) NO BID dollars and cents per unit	5	EA	$ NO BID	$ NO BID
33	Safety End Treatment (36" RCP) NO BID dollars and cents per unit	5	EA	$ NO BID	$ NO BID
34	Clean and Grade Ditch (1 side) NO BID dollars and cents per unit	1,000	LF	$ NO BID	$ NO BID
35	Clean and Grade Ditch (2 sides) NO BID dollars and cents per unit	1,000	LF	$ NO BID	$ NO BID
36	Stone Riprap NO BID dollars and cents per unit	100	SY	$ NO BID	$ NO BID
37	Concrete Riprap NO BID dollars and cents per unit	100	SY	$ NO BID	$ NO BID

Total Schedule F - Unit Price Items (Optional) $ NO BID

NO BID **Dollars**

NO BID **Cents**

BID SCHEDULE SUMMARY FOR
2026 Street Maintenance - Asphalt
RFB# 2026-08

Total Schedule A - Denton St	$ 456,755.85
Total Schedule B - Harpole Rd West	$ 209,705.70
Total Schedule C - Frenchtown Rd	$ 89,236.15
Total Schedule D - Front St	$ 97,875.85
Total Schedule E - Construction Access Road	$ 183,450.90
Total Base Bid (A + B + C + D + E)	$ 1,037,024.50
Schedule A.Alt - Denton St - Alternate 1 (Optional)	$ NO BID
Schedule A.Alt - Denton St - Alternate 2 (Optional)	$ NO BID
Total Alternate Bid (A + A.Alt1+ A.Alt2 + B + C + D + E) (Optional)	$ NO BID
Total Schedule F - Unit Price Items (Optional)	$ NO BID

4. Unit prices have been computed in accordance with paragraph 11.03 and 11.03.B of the General Conditions.

5. BIDDER acknowledges that, for unit price contracts, quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

7. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security in the form of a certified or cashier's check or a Bid Bond in an amount of five percent of the Bidder's maximum bid price, made payable to the OWNER, in accordance with paragraph 6 of the Instructions to Bidders.

   (b) Completed Conflict of Interest Questionnaire Form CIQ.

7. Communications concerning this Bid shall be addressed to:

   The address of BIDDER indicated below.

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on June 1st, 2026.

Respectfully Submitted,

Signed: _____

Company: Reynolds Asphalt & Construction, Co.

Address: 8713 Airport Frw Ste 100,

North Richland Hills, TX 76180

_____ SEAL
(If Bidder is a Corporation)

Telephone: 817-267-3131

Fax: _____

Submitted by: Reynolds Asphalt & Construction Co.

Doing Business As: _____

- ☐ an individual
- ☐ a partnership
- ☒ a corporation
- ☐ a joint venture
- ☐ an LLC

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss, consider, and take action on Resolution No. 2026-31 awarding Bid No. 2026-007, 2026 Street Maintenance – Roadway, Medians, Safety, and Maintenance Improvements, to Quick Set Construction in the amount not to exceed of $893,559.40 and authorizing the Mayor to execute all related contract documents.

BACKGROUND INFORMATION:

The Town of Argyle solicited Competitive Sealed Bids for Bid No. 2026-007, 2026 Street Maintenance – Roadway, Medians, Safety, and Maintenance Improvements, in accordance with Chapter 252 of the Texas Local Government Code. The project was publicly advertised and bid documents were made available through CivCast. Bids were received electronically and publicly opened on June 1, 2026.

The project generally consisted of roadway, median, striping, signage, pavement rehabilitation, and traffic safety improvements at various locations throughout the Town. The bid documents expressly permitted the Town to award the work by individual project, schedule, or combination of bid items, allowing the Town Council to select the project components that best align with available funding and operational priorities.

The only bid received was from Quick Set Construction, it was in line with the Engineer's estimated costs. Following review of the bid, project priorities, and available funding within the Street Maintenance Sales Tax Fund, staff recommends awarding the following project components to Quick Set Construction with a Not to Exceed amount of

$893,559.40: Country Lakes Striping, Old Justin Road a C. Taylor (traffic calming), Old Justin Road Safety Improvements (Sign Stripe Improvements and Raised Median Improvements), Sante Fe Trail Repairs, Waters Edge Repairs, Quaint Pond/Fox Repairs.

In addition, staff recommends utilizing bid unit prices to authorize Change Order #1 for Cypress Street Drainage Repairs and Change Order #2 for the Stonecrest Turn Lane at Frenchtown.

Staff also recommends a Project Allowance of $90,000 allowing the Town to make field modifications as necessary during the construction process and an On-call Services budget of $65,000, in effect through December 31, 2026 in order to have contractor pre-selected for various repairs and improvements that may be necessary in our street system.

Staff and our Town Engineering firm, Kimley Horn has reviewed the bid submission and determined that Quick Set Construction possesses the qualifications, experience, personnel and equipment necessary to successfully complete the work in accordance with contract documents. Quick Set Construction has successfully completed similar municipal roadway and infrastructure projects and has demonstrated the qualifications, personnel, equipment, and experience necessary to complete the work in accordance with the contract documents. The proposed improvements will enhance roadway conditions, improve traffic safety, extend pavement life, improve signage and striping visibility, and support the Town's ongoing street maintenance program.

Approval of this item will authorize execution of a construction contract with Quick Set Construction and authorize construction to proceed following contract execution and issuance of a Notice to Proceed. Funding for these projects were included in the Street Maintenance Sales Tax Fund in FY 25-26 Budget. Please note, $250,000 of these costs are off-set by the contribution received from the Heritage Development Agreement, which will be applied to the cost of the C. Taylor and Old Justin traffic calming improvements.

FISCAL IMPACT:

☐ Not Applicable	
☒ Proposed Expenditure:	$893,559.40
☒ General Ledger Code:	230-5-520-6410
☐ Proposed Revenue:	
☐ Budget Amendment Required:	No
☒ Financial Review Completed by:	Mike Sims

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

A. Resolution No. 2026-30
B. Bid Tabulation
C. Quick Set Construction Bid Proposal
D. Construction Contract.

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution No. 2026-31.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-31

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, AWARDING BID NO. 2026-007, 2026 STREET MAINTENANCE – ROADWAY, MEDIANS, SAFETY, AND MAINTENANCE IMPROVEMENTS, TO QUICK SET CONSTRUCTION IN AN AMOUNT NOT TO EXCEED $893,559.40; AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT AND ALL RELATED DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Argyle solicited Competitive Sealed Bids for Bid No. 2026-007, 2026 Street Maintenance – Roadway, Medians, Safety, and Maintenance Improvements, in accordance with Chapter 252 of the Texas Local Government Code; and

WHEREAS, the project generally includes roadway rehabilitation, striping, signage, median improvements, pavement maintenance, and related transportation infrastructure improvements throughout the Town; and

WHEREAS, sealed bids were received and publicly opened on June 1, 2026, and staff evaluated the bids for responsiveness and responsibility in accordance with the bid documents and applicable law; and

WHEREAS, the bid documents expressly authorized the Town to award the work by project, schedule, or combination thereof, as determined to be in the best interest of the Town; and

WHEREAS, the Town Council finds it to be in the best interest of the efficient delivery of this construction project to allow for a limited modification to Resolution No. 2025-03 establishing Town Purchasing Policies, allowing Town Manager to approve change orders strictly within the Not to Exceed total of $893,559.40; and

WHEREAS, Quick Set Construction submitted the lowest responsive and responsible bid for the portions of the project recommended for award; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to award Country Lakes Striping, Old Justin Road at C. Taylor (Traffic Calming), Old Justin Road Safety Improvements (Sign and Stripe Improvements and Raised Median Improvements), Santa Fe Trail Repairs, Waters Edge Repairs, Quaint Pond/Fox Repairs, Change Order #1 for Cypress Street Drainage Repairs, Change Order #2 for the Stonecrest Turn Lane at Frenchtown, a Project Allowance of $90,000, and On-call Services Item of $65,000 to Quick Set Construction in an amount not to exceed $893,559.40; and

WHEREAS, the Town Council further finds that it is appropriate not to award other categories of the bid at this time; and

WHEREAS, the Town Council finds that award of the selected project components will improve transportation infrastructure and support future Town capital improvement projects.

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

Section 1. The findings set forth in the recitals above are hereby incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The Town Council hereby awards Bid No. 2026-007, 2026 Street Maintenance – Roadway, Medians, Safety, and Maintenance Improvements, to Quick Set Construction for the following project components:

A. Country Lakes Striping
B. Old Justin Road at C. Taylor (Traffic Calming)
C. Old Justin Road Safety Improvements (Sign and Stripe Improvements and Raised Median Improvements)
D. Santa Fe Trail Repairs
E. Waters Edge Repairs
F. Quaint Pond/Fox Repairs
G. Change Order #1 for Cypress Street Drainage Repairs
H. Change Order #2 for the Stonecrest Turn Lane at Frenchtown
I. Project Allowance
J. On-call Services

Section 3. The total authorized contract amount shall not exceed $893,559.40.

Section 4. The Town Council hereby authorizes the Mayor to execute the construction contract and all related documents necessary to implement this Resolution.

Section 5. The Town Council hereby authorizes the Town Manager take all actions necessary to implement this Resolution and to approve change orders strictly within the Not to Exceed total of $893,559.40, such change orders shall be transmitted to Council prior at project completion. Change orders in excess of $893,559.40 shall follow Resolution No. 2025-03 regarding Town Purchasing Policies.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 15th DAY OF JUNE 2026.

APPROVED:

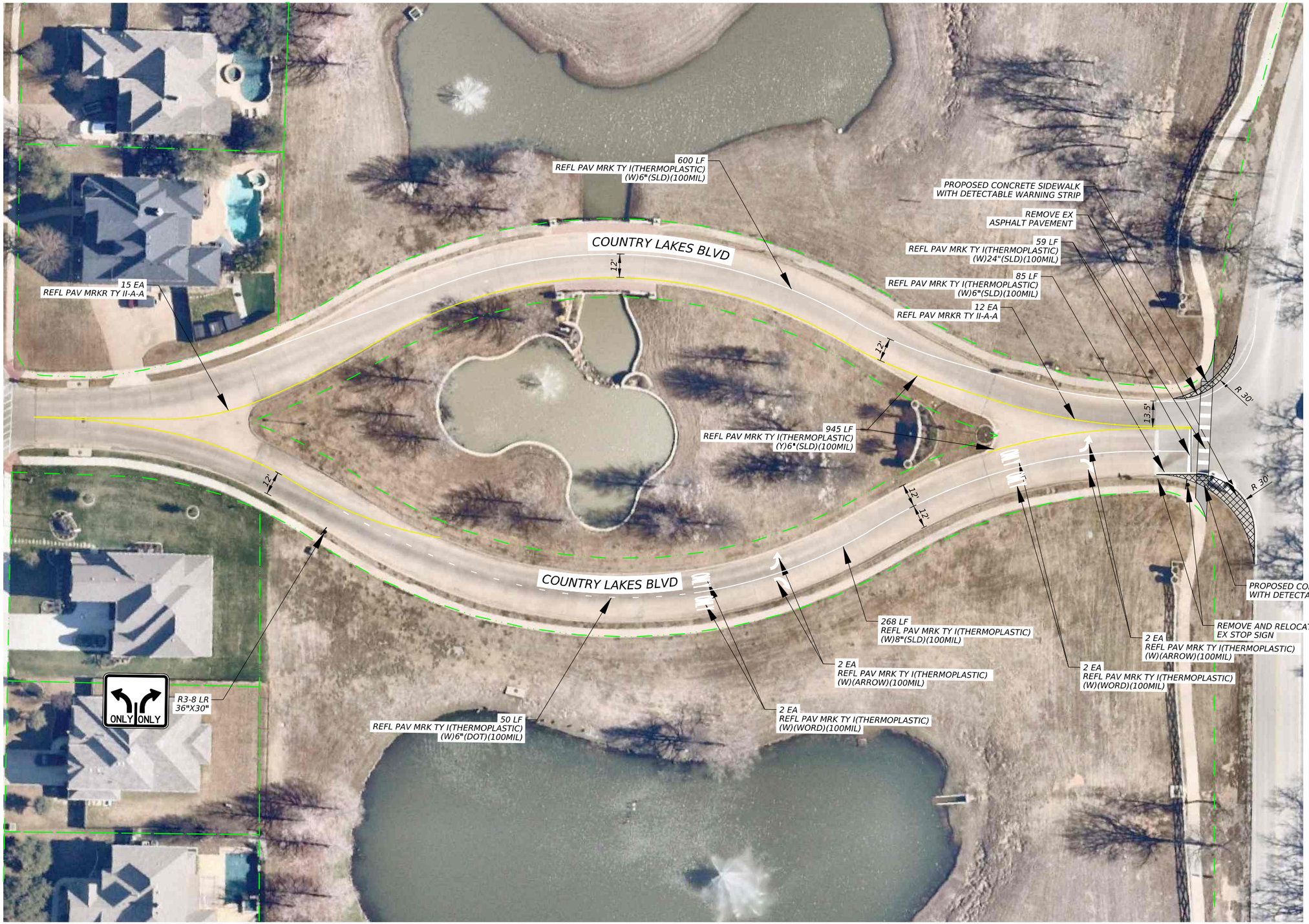
_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

Contract Recommendation Summary for Bid No. 2026-007, 2026 Street Maintenance – Roadway, Medians, Safety and Maintenance Improvements

Projects	Engineer's Estimate	Quick Set Construction Bid	Recommendation
Country Lakes Striping	$18,588.00	$26,366.90	$26,366.90
Old Justin at C Taylor	$295,744.00	$268,857.00	$268,857.00
Old Justin Safety Improvements	$165,814.00	$269,958.00	$269,958.00
Old Justin Mill and Overlay	$119,009.00	$316,166.00	
Santa Fe Trail, Waters Edge, Quaint/Fox Repairs	$77,419.00	$53,828.00	$53,828.00
Change Order 1 - Cypress St Drainage Repair		$42,140.00	$42,140.00
Change Order 2 - Stonecrest Turn Lane at Frenchtown		$77,409.50	$77,409.50
Project Allowance			$90,000.00
On Call Services			$65,000.00
TOTAL	$676,574.00	$935,175.90	**$893,559.40**



0' 50' 100'

(SCALE)

NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH TXDOT STANDARDS PM(1)-22 THRU PM(4)-22A.
2. ALL EXISTING PAVEMENT MARKINGS IN CONFLICT WITH PROPOSED LAYOUT TO BE REMOVED. NO SEPERATE PAY.
3. DO NOT ELIMINATE EXISTING PAVEMENT MARKINGS BY GRINDING.
4. DO NOT CLEAN OR PREP CONCRETE PAVEMENT SURFACES BY GRINDING.
5. ALL STRIPING SHALL BE TY I (THERMOPLASTIC).

NO.	REVISION	BY	DATE

Kimley»Horn F-928

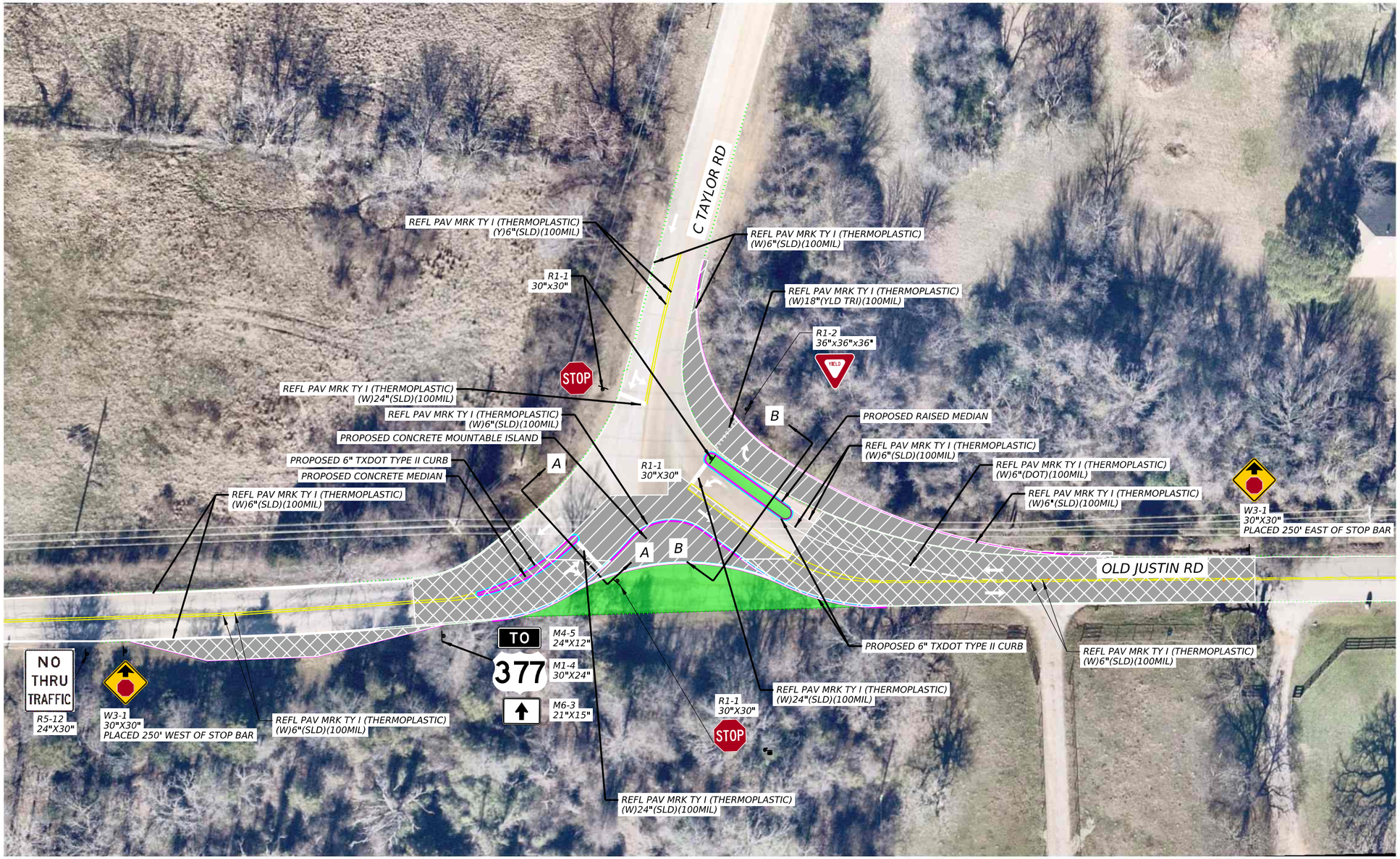
APPENDIX A
COUNTRY LAKES BLVD
STRIPING EXHIBIT

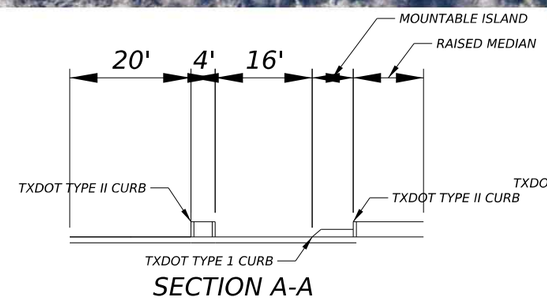
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

113

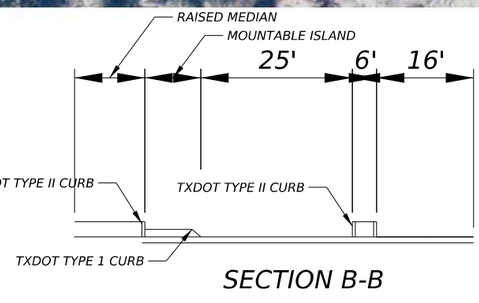
CK:
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DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Country Lakes/Country Lakes Striping Exhibit.dgn





SECTION A-A



SECTION B-B

0' 50' 100'

(SCALE)

LEGEND

- PROP CONCRETE ROADWAY
- PROP ASPHALT ROADWAY
- PROPOSED SOD

NO.	REVISION	BY	DATE

Kimley»Horn F-928

APPENDIX C
OLD JUSTIN AT C TAYLOR EXHIBIT

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

CK: DW: CK: DW:

DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Old Justin/Exhibits/Old Justin and C Taylor.dgn



N

0' 50' 100'

(SCALE)

LEGEND

- REMOVE ASPHALT PAVEMENT AND SUBGRADE
- REMOVE CONCRETE PAVEMENT

NO.	REVISION	BY	DATE

Kimley»Horn F-928

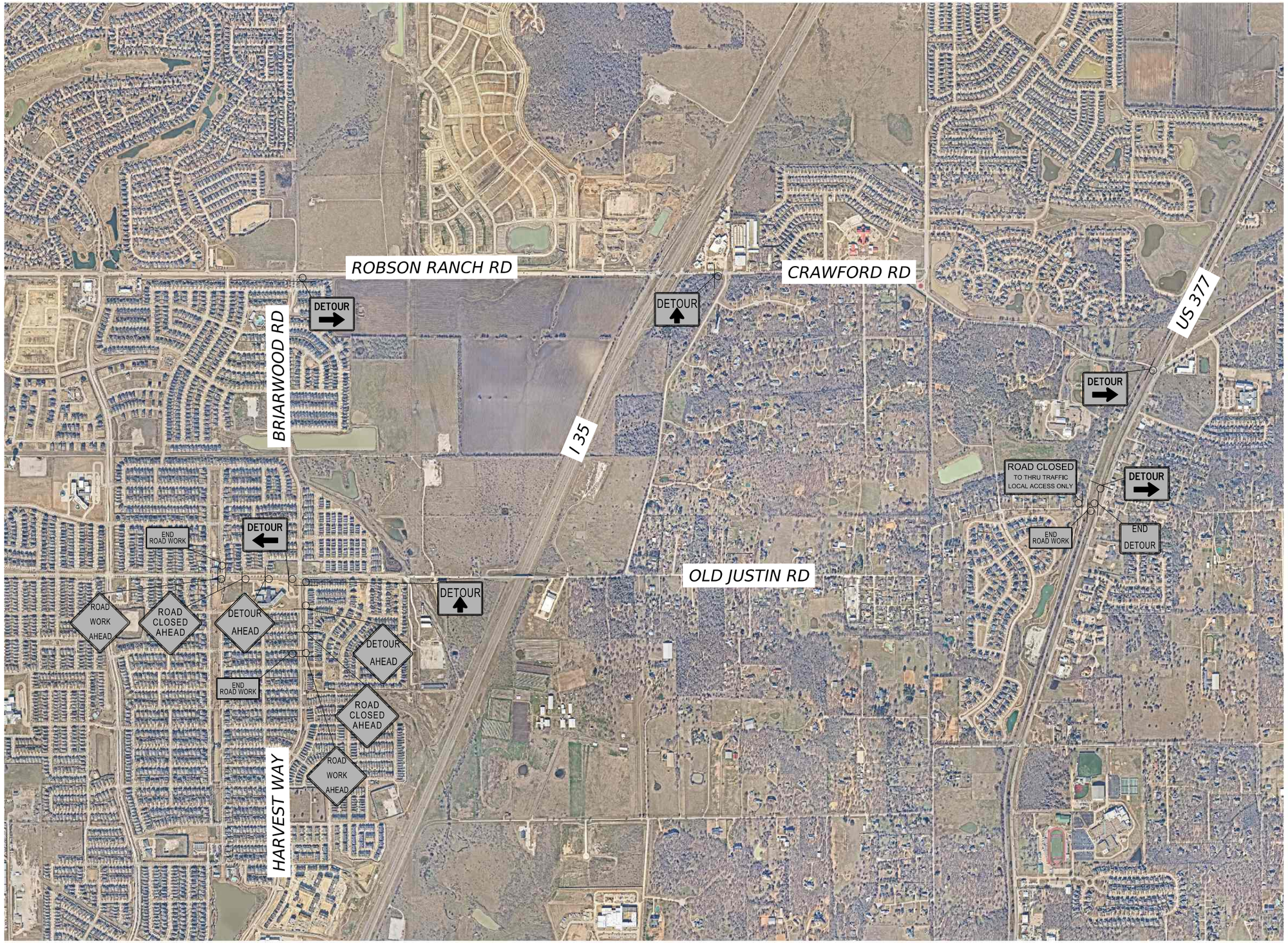
APPENDIX C
OLD JUSTIN AT C TAYLOR REMOVALS

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

115

CK:
DW:
CK:
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DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Old Justin/Exhibits/Old Justin C Taylor Removal.dgn



0' 1500' 3000'

(SCALE)

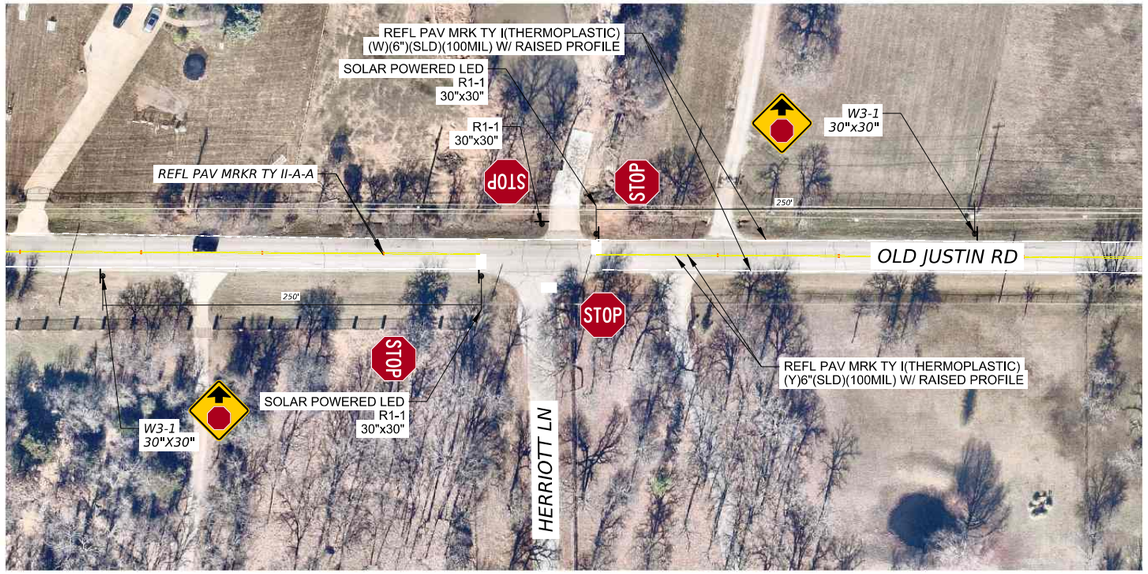
NO.	REVISION	BY	DATE

Kimley»Horn F-928

APPENDIX C
OLD JUSTIN DETOUR LAYOUT EXHIBIT

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Old Justin/Detour Layout.dgn



HERRIOT LANE



OLD JUSTIN AT CURVES AND APPROACHES





0' 100' 200'

(SCALE)

NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH TXDOT STANDARDS PM(1)-22 THRU PM(4)-22A.
2. DO NOT ELIMINATE EXISITING PAVEMENT MARKINGS BY GRINDING.
3. DO NO CLEAN OR PREP PAVEMENT SURFACES BY GRINDING.
4. ALL STRIPING SHALL BE TY I (THERMOPLASTIC)

NO.	REVISION	BY	DATE

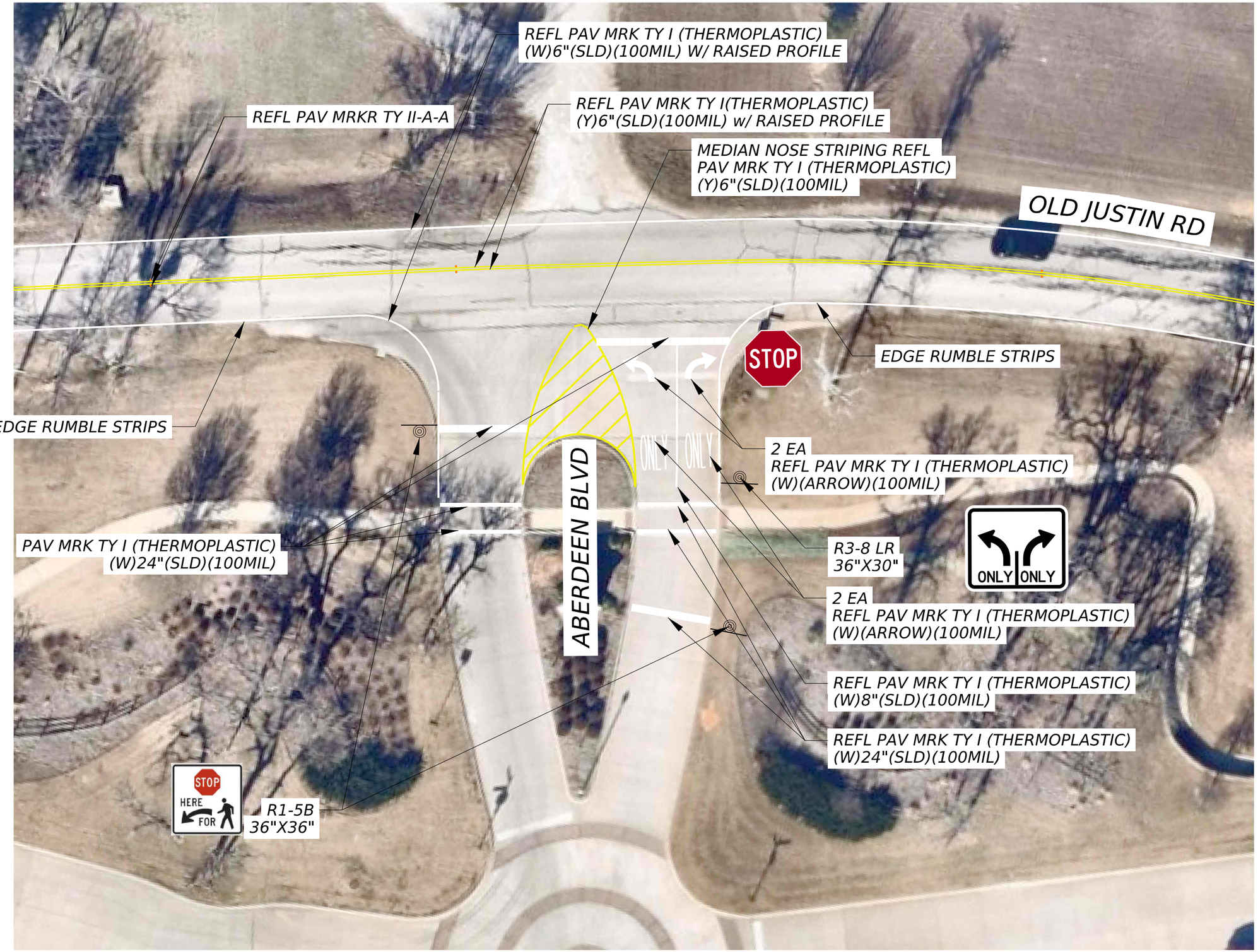
Kimley»Horn F-928

APPENDIX D
OLD JUSTIN SIGNING AND STRIPING EXHIBIT

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

CK:
DW:
CK:
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DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Old Justin/Exhibits/Old Justin Herriot and Curve.dgn



N

0' 25' 50'

(SCALE)

NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH TXDOT STANDARDS PM(1)-22 THRU PM(4)-22A.
2. DO NOT ELIMINATE EXISTING PAVEMENT MARKINGS BY GRINDING.
3. DO NOT CLEAN OR PREP PAVEMENT SURFACES BY GRINDING.
4. ALL STRIPING SHALL BE TY I (THERMOPLASTIC).

NO.	REVISION	BY	DATE

Kimley»Horn F-928

APPENDIX D
ABERDEEN BLVD
EXHIBIT

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

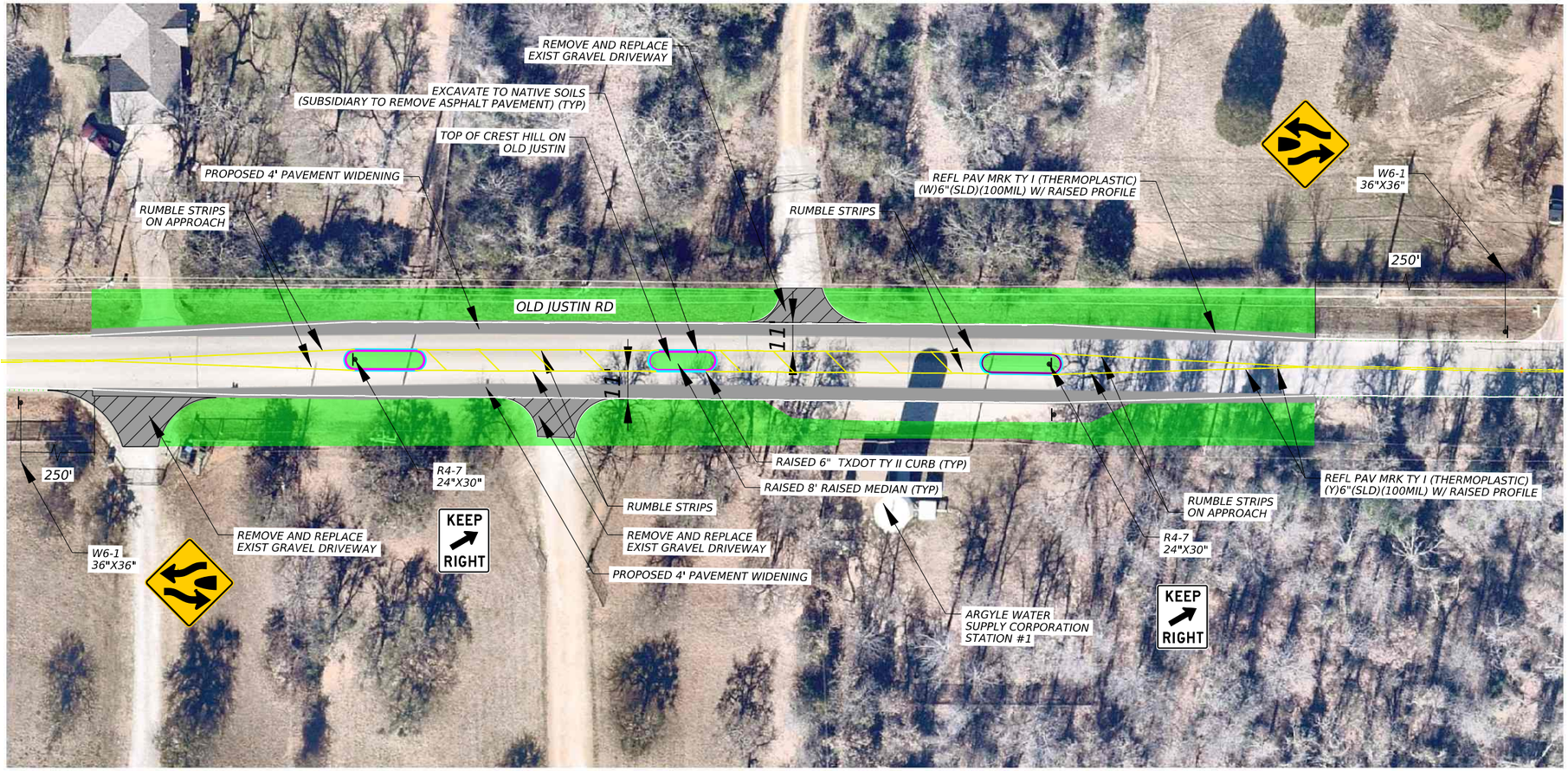
118

DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Old Justin/Exhibits/Old Justin and Aberdeen.dgn

N

0' 50' 100'

(SCALE)



LEGEND

- EXIST RIGHT OF WAY
- PROP ROADWAY
- PROP GRAVEL DRIVEWAY
- PROP SOD

NO.	REVISION	BY	DATE

Kimley»Horn F-928

APPENDIX E
OLD JUSTIN
RAISED MEDIAN EXHIBIT

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

119

CK: DW: CK: DW:

DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Old Justin/Exhibits/Old Justin Median.dgn



0' 20' 40'

(SCALE)

LEGEND

- FULL DEPTH SUBGRADE AND CONCRETE PANEL REPAIR
- DRIVEWAY REPAIR

NOTES:

1. CONTRACTOR TO PROVIDE POSITIVE DRAINAGE THROUGH LIMIT OF CONSTRUCTION.
2. CONCRETE REPLACEMENT LIMITS TO BE VERIFIED WITH ENGINEER PRIOR TO BEGINNING CONSTRUCTION.

NO.	REVISION	BY	DATE

Kimley»Horn F-928

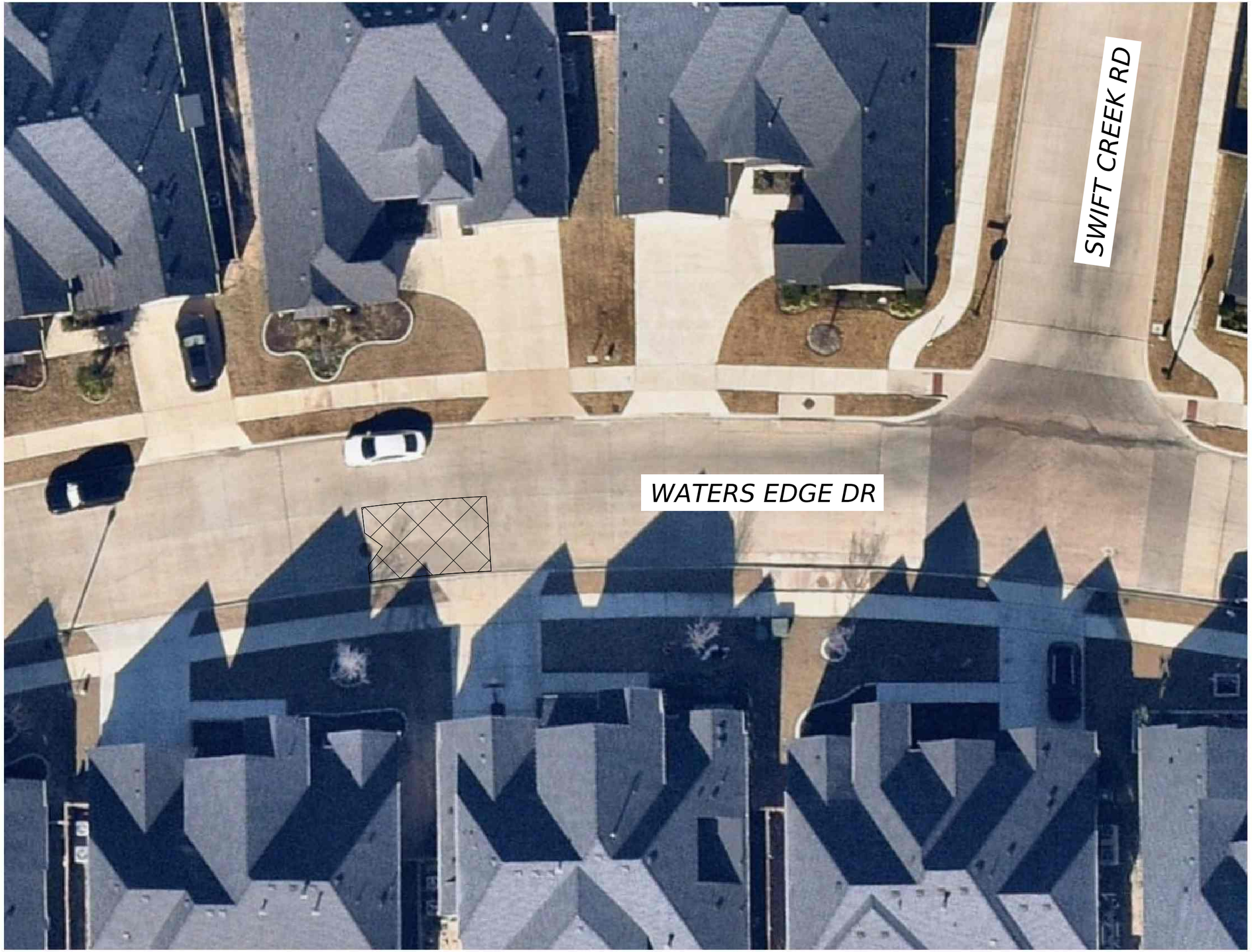
APPENDIX B
SANTA FE TRAIL
REHAB EXHIBIT

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

120

CK:
DW:
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DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Santa Fe Trail/Santa Fe Trail Exhibit.dgn



N

0' 20' 40'

(SCALE)

LEGEND

FULL DEPTH SUBGRADE AND CONCRETE PANEL REPAIR

NO.	REVISION	BY	DATE

Kimley»Horn F-928

APPENDIX B
WATERS EDGE DRIVE REHAB EXHIBIT

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		
			121

CK:
DW:
CK:
DW:

DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Waters Edge/Waters Edge Exhibit.dgn



N

0' 20' 40'

(SCALE)

LEGEND

FULL DEPTH SUBGRADE AND CONCRETE PANEL REPAIR

NOTES:

1. CONTRACTOR TO PROVIDE POSITIVE DRAINAGE THROUGH LIMIT OF CONSTRUCTION.
2. CONCRETE REPLACEMENT LIMITS TO BE VERIFIED WITH ENGINEER PRIOR TO BEGINNING CONSTRUCTION.

NO.	REVISION	BY	DATE

Kimley»Horn F-928

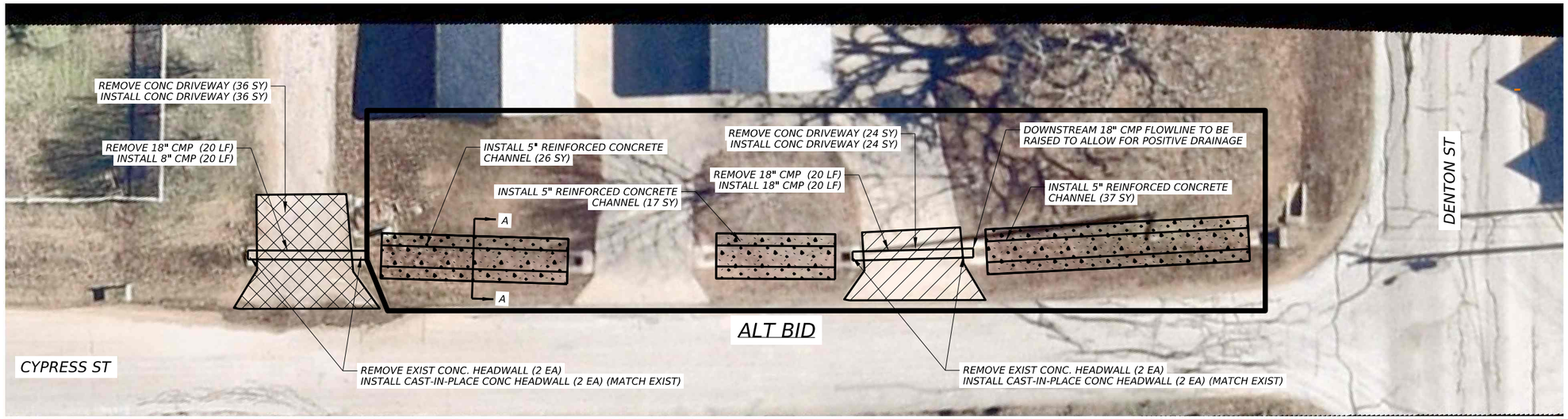
APPENDIX B
QUAINT POND AND FOX GLOVE REHAB EXHIBIT

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

CK:
DW:
CK:
DW:

122

DATE: 5/18/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Quaint Pond and Fox Glove/Quaint Pond and Fox Glove Rehab Exhibit.dgn



0' 10' 20'
(SCALE)

NOTES:

1. CONTRACTOR TO VERIFY WITH ENGINEER FLOWLINE ELEVATIONS OF CONCRETE FLUME.

2. FOR MORE INFORMATION ON REINFORCED CONCRETE CHANNEL, REFER TO TOWN OF ARGYLE STANDARD CONSTRUCTION DETAILS, "TYPICAL 3000 PSI REINFORCED CONCRETE CHANNEL".

NO.	REVISION	BY	DATE

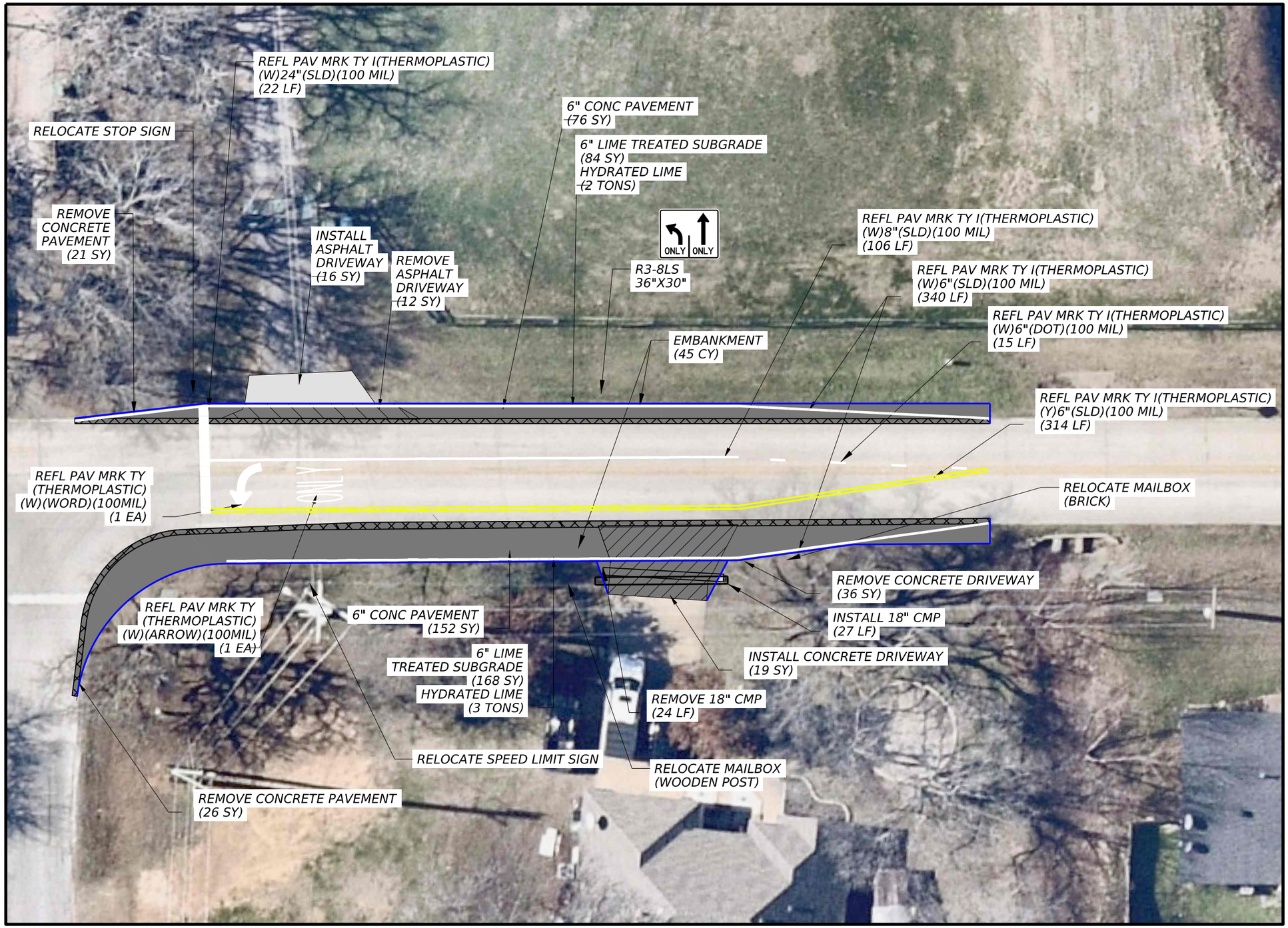
Kimley»Horn F-928

APPENDIX A
CYPRESS STREET IMPROVEMENTS

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		123

CK:
DW:
CK:
DW:

DATE: 5/21/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Hickory Hill/Cypress St Exhibit.dgn



0' 10' 20'

(SCALE)

NO.	REVISION	BY	DATE

Kimley»Horn F-928

APPENDIX G
STONECREST ROAD IMPROVEMENTS

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		

124

CK: DW: CK: DW:

DATE: 6/5/2026
FILE: pw://kh-pw.bentley.com:kh-pw-01/Documents/01 Active Projects/CN-DNT-063931101 - Argyle Summer Streets/4 - Design/Master Design Files/Stone Crest at Frenchtown/Stonecrest at Frenchtown

Kimley»Horn

June 3, 2026

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

Re: Bid Results
2026 Street Maintenance - Roadway, Medians, Safety, and Maintenance
KHA No. 063931101

Dear Mr. Sims:

On June 1, 2026, the Town of Argyle received bids for the 2026 Street Maintenance - Roadway, Medians, Safety, and Maintenance project. A detailed bid tabulation is attached for your review and consideration. The Town received bids from the following contractor:

Quick Set Construction	**Total Bid**
Country Lake Striping	$26,366.90
Old Justin at C Taylor	$268,857.00
Old Justin Safety Improvements	$269,958.00
~~Old Justin Rd Mill and Overlay~~	~~$316,166.00~~
Santa Fe Trail, Waters Edge, Quaint Pond Repairs	$53,828.00
Change Order 1 – Cypress St Drainage Repair	$42,140.00
Change Order 2 – Stonecrest Rd Turn Lane at Frenchtown	$77,409.50
Project Allowance	$90,000.00
On Call Services	$65,000.00
Total Base Bid	**$893,559.40**

Kimley-Horn has reviewed the qualifications of Quick Set Construction and verified that the Contractor's bonding company is licensed in the State of Texas. Town Staff has advised to not proceed with Schedule F – Old Justin Rd Mill and Overlay. Based on these reviews, Kimley-Horn recommends awarding the contract to Quick Set Construction in the amount of $893,559.40.

Enclosed is a copy of the Bid Tabulation and Change Orders 1 and 2 for your reference. Thank you for the opportunity to be of service to the Town of Argyle.

Should you have any questions or comments, please do not hesitate to contact me at 940-536-0177.

Sincerely,

Colton J. Hermes

Colton Hermes, P.E.

Copy to: Mike Sims, Town Manager, Town of Argyle
Ben White, Interim Public Works Director, Town of Argyle

KIMLEY-HORN AND ASSOCIATES, INC.
100 W Oak St, Suite 203
Denton, TX 76201

Date: June 3, 2026

CHANGE OR EXTRA WORK ORDER NO. 1

PROJECT DESCRIPTION:	2026 Street Maintenance - Roadway, Medians, Safety, and Maintenance
KHA PROJECT NO.:	63931101
OWNER:	Town of Argyle
CONTRACTOR:	Quick Set Construction
ORIGINAL CONTRACT AMOUNT:	**$774,009.90**
REVISED CONTRACT AMOUNT PER: CHANGE ORDER NO. 1	**$816,149.90**

CHANGE OR EXTRA WORK TO BE PERFORMED:

Item No.	Name of Pay Item	Contract Qty	Final Qty	Qty Change	Unit	Unit Price	Decrease in Cont. Price	Increase in Contr. Price
Change Order 1 - Cypress St								
1	Mobilization	-	1	1	LS	$ 4,000.00		$ 4,000.00
2	Traffic Control	-	1	1	LS	$ 3,000.00		$ 3,000.00
3	Remove Concrete Driveway	-	60	60	SY	$ 38.00		$ 2,280.00
4	Remove Existing Culvert	-	40	40	LF	$ 100.00		$ 4,000.00
5	Remove Concrete Headwall	-	4	4	EA	$ 1,000.00		$ 4,000.00
6	6" Concrete Driveway	-	60	60	SY	$ 81.00		$ 4,860.00
6	8" CMP Culvert	-	20	20	LF	$ 35.00		$ 700.00
7	18" CMP Culvert	-	20	20	LF	$ 35.00		$ 700.00
8	Concrete Headwall	-	4	4	EA	$ 2,750.00		$ 11,000.00
9	5" Reinforced Concrete Channel	-	80	80	SY	$ 95.00		$ 7,600.00

Total Increase in Contract Amount:		$ 42,140.00
Total Decrease in Contract Amount:	$ -	
Net Increase in Contract Amount:		$ 42,140.00
Original Contract Amount:		$774,009.90
Revised Contract Amount:		**$816,149.90**

Recommended by Engineer:
Kimley-Horn and Associates, Inc.

By _____

Accepted by Contractor:
Quick Set Construction

By _____

Approved by Owner:
Town of Argyle

By _____

KIMLEY-HORN AND ASSOCIATES, INC.
100 W Oak St, Suite 203
Denton, TX 76201

Date: June 3, 2026

CHANGE OR EXTRA WORK ORDER NO. 2

PROJECT DESCRIPTION:	2026 Street Maintenance - Roadway, Medians, Safety, and Maintenance
KHA PROJECT NO.:	63931101
OWNER:	Town of Argyle
CONTRACTOR:	Quick Set Construction
ORIGINAL CONTRACT AMOUNT:	**$774,009.90**
REVISED CONTRACT AMOUNT PER:	
CHANGE ORDER NO. 1	**$816,149.90**
CHANGE ORDER NO. 2	**$893,559.40**

CHANGE OR EXTRA WORK TO BE PERFORMED:

Item No.	Name of Pay Item	Contract Qty	Final Qty	Qty Change	Unit	Unit Price	Decrease in Cont. Price	Increase in Contr. Price
Change Order 2 - Stonecrest Rd								
1	Mobilization	-	1	1	LS	$ 12,500.00		$ 12,500.00
2	Traffic Control	-	1	1	LS	$ 10,000.00		$ 10,000.00
3	Remove Concrete Pavement	-	47	47	SY	$ 38.00		$ 1,786.00
4	Remove Existing Subgrade	-	47	47	SY	$ 20.00		$ 940.00
5	Remove Existing Culvert	-	24	24	LF	$ 35.00		$ 840.00
6	Remove Concrete Driveway	-	36	36	SY	$ 38.00		$ 1,368.00
7	Remove Asphalt Driveway	-	12	12	SY	$ 38.00		$ 456.00
8	Relocate Sign, Support, and Assembly	-	2	2	EA	$ 900.00		$ 1,800.00
9	Relocate Mailbox	-	2	2	EA	$ 1,750.00		$ 3,500.00
10	Remove Additional Subgrade	-	228	228	SY	$ 15.00		$ 3,420.00
11	Embankment	-	45	45	CY	$ 40.00		$ 1,800.00
12	6" Reinforced Concrete Pavement	-	228	228	SY	$ 81.00		$ 18,468.00
13	6" Flexible Base	-	228	228	SY	$ 21.00		$ 4,788.00
14	Baselok Geogrid BL6	-	228	228	SY	$ 5.00		$ 1,140.00
15	6" Concrete Driveway	-	25	25	SY	$ 81.00		$ 2,025.00
16	6" Asphalt Driveway	-	16	16	SY	$ 100.00		$ 1,600.00
17	18" CMP Culvert	-	27	27	LF	$ 100.00		$ 2,700.00
18	6" SLD PVMT MRK TY I (Y)	-	314	314	LF	$ 1.25		$ 392.50
19	6" SLD PVMT MRK TY I (W)	-	340	340	LF	$ 1.25		$ 425.00
20	8" SLD PVMT MRK TY I (W)	-	106	106	LF	$ 3.45		$ 365.70
21	6" DOT PVMT MRK TY I (W)	-	15	15	LF	$ 3.00		$ 45.00
22	24" SLD PVMT MRK TY I (W)	-	22	22	LF	$ 25.00		$ 550.00
23	Lane Legend Arrow	-	1	1	EA	$ 448.50		$ 448.50
24	Lane Legend Word (ONLY)	-	1	1	EA	$ 517.50		$ 517.50
25	Raised Pavement Marker TY II-A-A	-	16	16	EA	$ 35.65		$ 570.40
26	Raised Pavement Marker TY I-C	-	6	6	EA	$ 35.65		$ 213.90
27	Remove Exist Pavement Markings	-	650	650	LF	$ 5.00		$ 3,250.00
28	Install Sign Support and Assembly	-	1	1	EA	$ 1,500.00		$ 1,500.00

Total Increase in Contract Amount:		$ 77,409.50
Total Decrease in Contract Amount:	$ -	
Net Increase in Contract Amount:		$ 77,409.50
Original Contract Amount:		$816,149.90
Revised Contract Amount:		**$893,559.40**

KIMLEY-HORN AND ASSOCIATES, INC.
100 W Oak St, Suite 203
Denton, TX 76201

Date: June 3, 2026

CHANGE OR EXTRA WORK ORDER NO. 2

Recommended by Engineer:
Kimley-Horn and Associates, Inc.

By _____

Accepted by Contractor:
Quick Set Construction

By _____

Approved by Owner:
Town of Argyle

By _____

BID FORM
FOR
2026 STREET MAINTENANCE – ROADWAY, MEDIANS, SAFETY, AND MAINTENANCE IMPROVEMENTS
THE TOWN OF ARGYLE, TEXAS

(THIS BID FORM MUST NOT BE REMOVED FROM THE BIDDING DOCUMENTS. REVISED BID FORMS ISSUED BY ADDENDA SHALL BE ATTACHED OR BOUND TO THE BIDDING DOCUMENTS.)

Date 5/28/26

TO: **Town of Argyle**
Attention: Town Secretary
308 Denton St E
Argyle, Texas 76226

FROM: Quick Set Construction
(Name of Contractor)
3971 Summit Ridge Dr
Corinth, Tx 76210
(Address)
972-836-2919
(Phone) (Fax)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for fourty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)
   Addendum #1 RFB #2026-007

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Provisions as provided in paragraph GC-102.3 of the General Conditions. BIDDER accepts the determination set forth in paragraphs SP-21 of the Supplementary Provisions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraphs GC-102.3 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations investigations, explorations, tests, studies and data with the Contract Documents.

(g) BIDDER has thoroughly reviewed the project and has submitted to the Owner, at least 96 hours in advance of the date for opening bids, all questions regarding the meaning or intent of the contract documents and particularly all questions regarding issues which may affect the pricing or measurement and payment of the project.

Schedule A - Country Lakes Blvd

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization Ten Thousand dollars and Zero cents per unit	1	LS	10,000 $	10,000 $
2	6" SLD PVMT MRK TY I (W) One dollars and Twenty five cents per unit	685	LF	1.25 $	856.25 $
3	6" SLD PVMT MRK TY I (Y) One dollars and Twenty five cents per unit	882	LF	1.25 $	1,102.50 $
4	8" DOT PVMT MRK TY I (W) Four dollars and Sixty cents per unit	50	LF	4.60 $	230 $
5	8" SLD PVMT MRK TY I (W) Three dollars and forty five cents per unit	268	LF	3.45 $	924.60 $
6	24" SLD PVMT MRK TY I (W) Twenty five dollars and Zero cents per unit	59	LF	25 $	1,475 $
7	Raised Pavement Marker TY II-A-A Thirty five dollars and Sixty five cents per unit	27	EA	35.65 $	962.55 $
8	Lane Legend Arrow Four Hundred forty eight dollars and fifty cents per unit	4	EA	448.50 $	1,794 $
9	Lane Legend Word (ONLY) Five hundred seventeen dollars and fifty cents per unit	4	EA	517.50 $	2,070 $
10	Remove 24" SLD PVMT MRK (W) Twenty dollars and Zero cents per unit	24	LF	23 $	552 $
11	Remove Ashpalt Pavement Forty dollars and Zero cents per unit	50	SY	40 $	2,000 $
12	Remove Existing Subgrade Forty dollars and Zero cents per unit	50	SY	40 $	2,000 $
13	Install Sign Support and Assembly Fifteen Hundred dollars and Zero cents per unit	1	EA	1,500 $	1,500 $

Schedule A - Country Lakes Blvd

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
14	Relocate Sign, Support, and Assembly Nine Hundred dollars and Zero cents per unit	1	EA	$ 900	$ 900

Total Schedule A - Country Lakes Blvd $ 26,366.90

Twenty-Six Thousand Three hundred sixty-six **Dollars**

Ninety **Cents**

Schedule B - Residential Concrete Repair

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization Seven Thousand dollars and Zero cents per unit	1	LS	$ 7,500	$ 7,500
2	Remove Concrete Driveway Forty One dollars and Zero cents per unit	30	SY	$ 41	$ 1,230
3	Remove Concrete Pavement Thirty eight dollars and Zero cents per unit	277	SY	$ 38	$ 10,526
4	Remove Existing Subgrade Twenty dollars and Zero cents per unit	139	SY	$ 20	$ 2,780
5	6" Flexible Base Subgrade Twenty five dollars and Zero cents per unit	277	SY	$ 25	$ 6,925
6	6" Reinforced Concrete Pavement Eighty One dollars and Zero cents per unit	277	SY	$ 81	$ 22,437
7	6" Concrete Driveway Eighty One dollars and Zero cents per unit	30	SY	$ 81	$ 2,430

Total Schedule B - Residential Concrete Repair $ 53,828

Fifty-Three Thousand Eight hundred twenty-eight **Dollars**

Zero **Cents**

Schedule B.Alt - Residential Concrete Repair (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Flowable Backfill (6") Two Hundred seventy five dollars and zero cents per unit	27	CY	$ 275	$ 7,425
2	6" Flexible Base Subgrade Twenty five dollars and zero cents per unit	(277)	SY	$ 25	$ (6,925)

Total Schedule B.Alt - Residential Concrete Repair (Optional) $ 500

Five Hundred Dollars **Dollars**

Zero **Cents**

Schedule C - Old Justin Rd Intersection

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization Seventeen Thousand five hundred zero dollars and cents per unit	1	LS	17,500 $	17,500 $
2	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control Five thousand zero dollars and cents per unit	1	LS	5,000 $	5,000 $
3	Remove Ashpalt Pavement Twenty five zero dollars and cents per unit	1,283	SY	25 $	32,075 $
4	Remove Concrete Pavement Thirty eight zero dollars and cents per unit	102	SY	38 $	3,876 $
5	Remove Existing Subgrade Twenty zero dollars and cents per unit	1,385	SY	20 $	27,700 $
6	Embankment Forty zero dollars and cents per unit	174	CY	40 $	6,960 $
7	Install Concrete Median One Hundred ten zero dollars and cents per unit	15	SY	110 $	1,650 $
8	Install Concrete Mountable Curb Forty two zero dollars and cents per unit	208	LF	42 $	8,736 $
9	6" Concrete Curb Thirty two zero dollars and cents per unit	422	LF	32 $	13,504 $
10	6" Lime Treated Subgrade Thirteen zero dollars and cents per unit	1,030	SY	13 $	13,390 $
11	Hydrated Lime Four Hundred Fifty zero dollars and cents per unit	17	TON	450 $	7,650 $
12	2" Asphalt Pavement TY D Thirty Six zero dollars and cents per unit	963	SY	36 $	34,668 $
13	4" Asphalt Pavement TY B Fifty zero dollars and cents per unit	963	SY	50 $	48,150 $
14	6" Reinforced Concrete Pavement Eighty One zero dollars and cents per unit	538	SY	81 $	43,578 $

Schedule C - Old Justin Rd Intersection

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
15	Block Sodding Seventeen dollars and zero cents per unit	260	SY	17 $	4,420 $

Total Schedule C - Old Justin Rd Intersection $ 268,857

Two Hundred sixty-eight Thousand Eight hundred fifty-seven **Dollars**

Zero **Cents**

Schedule C.Alt - Old Justin Rd Intersection (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	6" Reinforced Concrete Pavement Eighty One dollars and Zero cents per unit	855	SY	$ 81	$ 69,255
2	2" Asphalt Pavement TY D Thirty Six dollars and Zero cents per unit	(855)	SY	$ (36)	$ (30,780)
3	4" Asphalt Pavement TY B Fifty dollars and Zero cents per unit	(855)	SY	$ (50)	$ (42,750)

Total Schedule C.Alt - Old Justin Rd Intersection (Optional) $ (4,275)

(Four Thousand Two hundred seventy-five) **Dollars**

Zero **cents**

Schedule D - Old Justin Rd Striping

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization Ten Thousand dollars and Zero cents per unit	1	LS	$ 10,000	$ 10,000
2	Traffic Control Fifteen Thousand dollars and Zero cents per unit	1	LS	$ 15,000	$ 15,000
3	6" SLD PVMT MRK TY I (W) w/ Raised Profile Two dollars and Zero cents per unit	15,705	LF	$ 2	$ 31,410
4	6" SLD PVMT MRK TY I (Y) w/ Raised Profile Two dollars and Zero cents per unit	15,750	EA	$ 2	$ 31,500
5	6" SLD PVMT MRK TY I (Y) One dollars and Thirty cents per unit	700	LF	$ 1.30	$ 910
6	6" SLD PVMT MRK TY I (W) One dollars and Thirty cents per unit	1,204	LF	$ 1.30	$ 1,565.20
7	6" DOT PVMT MRK TY I (W) One dollars and fifty cents per unit	125	LF	$ 1.50	$ 187.50
8	24" SLD PVMT MRK TY I (W) Twenty Six dollars and Zero cents per unit	204	LF	$ 26	$ 5,304
9	PVMT MRK Yield Triangles (18") One Hundred fifty dollars and Zero cents per unit	8	EA	$ 150	$ 1,200
10	Raised Pavement Marker TY II-A-A Thirty Six dollars and Zero cents per unit	186	EA	$ 36	$ 6,696
11	Install Sign Support and Assembly One Thousand two hundred fifty dollars and zero cents per unit	26	EA	$ 1,250	$ 32,500
12	Solar Powered LED Stop Sign Three thousand seven hundred fifty dollars and zero cents per unit	2	EA	$ 3,750	$ 7,500
13	Speed Feedback Sign Nine Thousand seven hundred fifty dollars and zero cents per unit	1	EA	$ 9,750	$ 9,750
14	Centerline Rumble Strips Two dollars and Twenty five cents per unit	2,100	LF	$ 2.25	$ 4,725

Schedule D - Old Justin Rd Striping

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
15	Shoulder Rumble Strips Two dollars and Twenty five cents per unit	400	LF	2.25 $	900 $

Total Schedule D - Old Justin Rd Striping $ 159,147.70

One hundred fifty nine thousand one hundred forty-seven **Dollars**

Seventy **Cents**

Schedule E - Old Justin Rd Medians

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization Seven Thousand Five Hundred dollars and zero cents per unit	1	LS	$ 7,500	$ 7,500
2	Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control Three Thousand five hundred dollars and zero cents per unit	1	LS	$ 3,500	$ 3,500
3	Traffic Control Six Thousand Five hundred dollars and zero cents per unit	1	LS	$ 6,500	$ 6,500
4	Remove Ashpalt Pavement Twenty dollars and zero cents per unit	160	SY	$ 20	$ 3,200
5	Remove Existing Subgrade Twenty dollars and zero cents per unit	160	SY	$ 20	$ 3,200
6	Remove Gravel Driveway Twenty dollars and zero cents per unit	122	SY	$ 20	$ 2,440
7	Embankment Forty dollars and zero cents per unit	53	CY	$ 40	$ 2,120
8	6" Concrete Curb Thirty two dollars and zero cents per unit	204	LF	$ 32	$ 6,528
9	6" Lime Treated Subgrade Thirteen dollars and zero cents per unit	488	SY	$ 13	$ 6,344
10	Hydrated Lime Four hundred fifty dollars and zero cents per unit	8	TON	$ 450	$ 3,600
11	2" Asphalt Pavement TY D Thirty Six dollars and zero cents per unit	401	SY	$ 36	$ 14,436
12	4" Asphalt Pavement TY B Fifty dollars and zero cents per unit	401	SY	$ 50	$ 20,050
13	6" Gravel Driveway Thirty five dollars and zero cents per unit	122	SY	$ 35	$ 4,270
14	Utility Pavement Repair One Hundred twenty dollars and zero cents per unit	25	SY	$ 120	$ 3,000

Schedule E - Old Justin Rd Medians

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
15	Block Sodding Seventeen dollars and zero cents per unit	1,419	SY	17 $	24,123 $

Total Schedule E - Old Justin Rd Medians $ 110,811

One hundred ten thousand eight hundred eleven dollars & zero cents
Cents

Schedule F - Old Justin Rd Mill and Overlay

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization Twenty Thousand dollars and zero cents per unit	1	LS	$ 20,000	$ 20,000
2	Traffic Control Fifteen Thousand dollars and zero cents per unit	1	LS	$ 15,000	$ 15,000
3	Plane and Texture Asphalt (2") Thirty dollars and zero cents per unit	4,414	SY	$ 30	$ 132,420
4	2" Asphalt Pavement TY D Thirty Six dollars and zero cents per unit	486	SY	$ 36	$ 17,496
5	Fog Seal Eight dollars and seventy five cents per unit	15,000	SY	$ 8.75	$ 131,250

Total Schedule F - Old Justin Rd Mill and Overlay $ 316,166

Three hundred sixteen thousand One hundred sixty-six **Dollars**

zero **Cents**

Schedule G - Unit Price Items (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
1	Mobilization for Asphalt Maintenance Five Thousand dollars and zero cents per unit	1	LS	$ 5,000	$ 5,000
2	Remove Asphalt Pavement (0 to 100 SY) Forty dollars and zero cents per unit	50	SY	$ 40	$ 2,000
3	Remove Asphalt Pavement (100+ SY) Thirty five dollars and zero cents per unit	500	SY	$ 35	$ 17,500
4	Remove Existing Subgrade (0 to 100 SY) Thirty dollars and zero cents per unit	50	SY	$ 30	$ 1,500
5	Remove Existing Subgrade (100+ SY) Twenty five dollars and zero cents per unit	500	SY	$ 25	$ 12,500
6	2" Asphalt Mill (0 to 100 SY) Forty two dollars and Zero cents per unit	50	SY	$ 42	$ 2,100
7	2" Asphalt Mill (100 SY+) Twenty five dollars and zero cents per unit	500	SY	$ 25	$ 12,500
8	2" Asphalt Overlay (0 to 100 SY) Thirty dollars and zero cents per unit	50	SY	$ 30	$ 1,500
9	2" Asphalt Overlay (100+ SY) Twenty Seven dollars and zero cents per unit	500	SY	$ 27	$ 13,500
10	6" Asphalt Pavement (0 to 100 SY) Seventy dollars and Zero cents per unit	50	SY	$ 70	$ 3,500
11	6" Asphalt Pavement (100+ SY) Fifty five dollars and zero cents per unit	500	SY	$ 55	$ 27,500
12	6" Flexible Base Subgrade (0 to 100 SY) Thirty five dollars and zero cents per unit	50	SY	$ 35	$ 1,750
13	6" Flexible Base Subgrade (100+ SY) Thirty dollars and zero cents per unit	500	SY	$ 30	$ 15,000
14	Fog Seal Ten dollars and zero cents per unit	10,000	SY	$ 10	$ 100,000

Schedule G - Unit Price Items (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
15	Mobilization for Concrete Maintenance Five Thousand dollars and Zero cents per unit	1	LS	$ 5,000	$ 5,000
16	Remove Concrete Pavement (0 to 100 SY) Forty Five dollars and Zero cents per unit	50	SY	$ 45	$ 2,250
17	Remove Concrete Pavement (100+ SY) Forty dollars and Zero cents per unit	500	SY	$ 40	$ 20,000
18	Remove Existing Subgrade (0 to 100 SY) Fifty dollars and Zero cents per unit	50	SY	$ 50	$ 2,500
19	Remove Existing Subgrade (100+ SY) Forty dollars and Zero cents per unit	500	SY	$ 40	$ 20,000
20	6" Concrete Pavement (0 to 100 SY) Ninety dollars and Zero cents per unit	50	SY	$ 90	$ 4,500
21	6" Concrete Pavement (100+ SY) Eighty five dollars and Zero cents per unit	500	SY	$ 85	$ 42,500
22	6" Concrete Driveway Eighty One dollars and Zero cents per unit	50	SY	$ 81	$ 4,050
23	4" Concrete Sidewalk Seventy Seven dollars and Zero cents per unit	20	SY	$ 77	$ 1,540
24	Concrete Crack Rout and Seal Twelve dollars and Zero cents per unit	10,000	LF	$ 12	$ 120,000
25	Concrete Joint Remove and Reseal Thirteen dollars and Zero cents per unit	1,000	LF	$ 13	$ 13,000
26	Mobilization for Drainage Improvements Ten Thousand dollars and Zero cents per unit	1	LS	$ 10,000	$ 10,000
27	Remove Existing Culvert Forty dollars and Zero cents per unit	50	L	$ 40	$ 2,000
28	18" RCP Culvert two hundred thirty five dollars and Zero cents per unit	100	LF	$ 235	$ 23,500

Schedule G - Unit Price Items (Optional)

Item No.	Name of Pay Item with Unit Prices in words	Est. Quanity	Unit	Unit Bid Price	Amount Bid
29	24" RCP Culvert Two hundred seventy five dollars and zero cents per unit	100	LF	$ 275	$ 27,500
30	36" RCP Culvert Four hundred dollars and zero cents per unit	100	LF	$ 400	$ 40,000
31	Safety End Treatment (18" RCP) Eighteen Hundred dollars and zero cents per unit	5	EA	$ 1,800	$ 9,000
32	Safety End Treatment (24" RCP) Two Thousand six hundred dollars and zero cents per unit	5	EA	$ 2,600	$ 13,000
33	Safety End Treatment (36" RCP) Three Thousand dollars and zero cents per unit	5	EA	$ 3,000	$ 15,000
34	Clean and Grade Ditch (1 side) Eighty five dollars and zero cents per unit	1,000	LF	$ 85	$ 85,000
35	Clean and Grade Ditch (2 sides) One hundred thirty dollars and zero cents per unit	1,000	LF	$ 130	$ 130,000
36	Stone Riprap Forty dollars and Zero cents per unit	100	SY	$ 40	$ 4,000
37	Concrete Riprap Eighty five dollars and zero cents per unit	100	SY	$ 85	$ 8,500

Total Schedule G - Unit Price Items (Optional) $ 818,690

Eight Hundred eighteen thousand six hundred ninety **Dollars**

Zero **Cents**

BID SCHEDULE SUMMARY FOR
2026 Street Maintenance – Roadway, Medians, Safety, and Maintenance Improvements
RFB# 2026-007

Total Schedule A - Country Lakes Blvd	$ 26,366.90
Total Schedule B - Residential Concrete Repair	$ 53,828
Total Schedule C - Old Justin Rd Intersection	$ 268,857
Total Schedule D - Old Justin Rd Striping	$ 159,147.70
Total Schedule E - Old Justin Rd Medians	$ 110,811
Total Schedule F - Old Justin Rd Mill and Overlay	$ 316,166
Total Base Bid (A + B + C + D + E + F)	$ 935,176.60
Total Schedule B.Alt - Residential Concrete Repair (Optional)	$ 500
Total Schedule C.Alt - Old Justin Rd Intersection (Optional)	$ (4,275)
Total Alternate Bid (A + B + B.Alt + C + C.Alt + D + E +F) (Optional)	$ 931,401.60
Total Schedule G - Unit Price Items (Optional)	$ 818,690

4. Unit prices have been computed in accordance with paragraph 11.03 and 11.03.B of the General Conditions.

5. BIDDER acknowledges that, for unit price contracts, quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

7. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

   (a) Required Bid Security in the form of a certified or cashier's check or a Bid Bond in an amount of five percent of the Bidder's maximum bid price, made payable to the OWNER, in accordance with paragraph 6 of the Instructions to Bidders.

   (b) Completed Conflict of Interest Questionnaire Form CIQ.

7. Communications concerning this Bid shall be addressed to:

   The address of BIDDER indicated below.

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on 5/29, 2026

Respectfully Submitted,

Signed: _____

Company: Quick Set Construction

Address: 3971 Summit Ridge Dr
Corinth, TX 76210

SEAL
(If Bidder is a Corporation)

Telephone: 940-300-7162

Fax: _____

Submitted by: Brad Gill

Doing Business As: _____

- ☐ an individual
- ☐ a partnership
- ☐ a corporation
- ☐ a joint venture
- ☑ an LLC

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2025

PRESENTER:

Ben White, Interim Public Works Director

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss, consider, and take action on Resolution No. 2026-32 approving an agreement with BrightView Landscape Services, Inc. for Parks, Rights-of-Way, and Town Property Lawn Maintenance Services with a first-year contract amount not exceed $162,050.53 and authorizing the Mayor to execute the agreement.

BACKGROUND INFORMATION:

The Town of Argyle issued Request for Proposals (RFP) No. 2026-006 for Parks, Rights-of-Way, and Town Property Lawn Maintenance Services. The solicitation sought a qualified contractor to provide mowing, edging, trimming, debris removal, and related landscape maintenance services for Town-owned parks, rights-of-way, drainage facilities, municipal facilities, and wastewater properties. The contract includes approximately 73 acres of maintained areas throughout the Town.

Proposals were evaluated using the criteria established in the RFP, including cost, experience, staffing capacity, equipment, project understanding, and ability to meet Town needs. Staff completed the evaluation process and recommends award to BrightView Landscape Services, Inc. as the proposer providing the best value to the Town.

The proposed agreement includes annual routine maintenance services in the amount of $117,050.53. Staff also recommends establishing an on-call services allowance of $45,000.00 to accommodate unforeseen maintenance needs, special projects, emergency response, drainage maintenance, event preparation, and other Town-requested services. The total first-year contract amount shall not exceed $162,050.53.

The agreement provides for an initial one-year term beginning July 1, 2026, and ending June 30, 2027, with four optional one-year renewals. Annual renewal escalation shall not exceed three percent (3%).

General Ledger Code:
Streets & Drainage - $86,780.68 (74.14%)
Parks - $18,046.70 (15.42%)
Wastewater - $7,596.24 (6.49%)
Town Hall Building Maintenance - $4,283.30 (3.66%)
Police Depart Building Maintenance - $343.61 (0.29%)
Total - $117,050.53

$45,000 On Call Services - based on percentage listed above:
Streets & Drainage - $33,362.78
Parks - $6,938.04
Wastewater - $2,920.37
TH Building Maintenance - $1,646.71
PD Building Maintenance - $132.10

Sufficient funds ($66,214.63 as of 5 June 2026) are available in the FY 2025/2026 budget to cover the expected costs of the new contract for the remainder of the fiscal year. Expected cost are:
Base mowing: $29,262.63
On-Call mowing: $11,250.00

FISCAL IMPACT:

☐ Not Applicable
☒ Proposed Expenditure: $162,050.53
☒ General Ledger Code: 100-5-520-3210, 100-5-521-3210, 710-5-530-3210, 100-5-610-4110, 100-5-212-4110
☐ Proposed Revenue:
☐ Budget Amendment Required: No
☐ Financial Review Completed by:

LEGAL REVIEW:

The Town Attorney reviewed this item.

ATTACHMENTS:

A. Resolution No. 2026-006
B. Contract 2026-006 Parks, Rights-of-way, and Town Property Lawn Maintenance Services
C. Exhibit A - Scope of Services
D. Exhibit B - Maintenance Areas and Maps

E. Exhibit C - Cost Worksheet
F. Exhibit D - Insurance Requirements
G. Exhibit E - Required Forms
H. Exhibit F - Texas Required Contract/Purchase Order Terms and Conditions

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution No. 2026-32 approving a contract with BrightView Landscape Services, Inc. for Parks, Rights-of-Way, and Town Property Lawn Maintenance Services in an amount not to exceed $162,050.53 and authorize the Mayor to execute the agreement on behalf of the Town.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, AWARDING REQUEST FOR PROPOSAL NO. 2026-006, PARKS, RIGHTS-OF-WAY, AND TOWN PROPERTY LAWN MAINTENANCE SERVICES, TO BRIGHTVIEW WITH A FIRST-YEAR CONTRACT AMOUNT NOT TO EXCEED $162,050.53; AUTHORIZING THE MAYOR TO EXECUTE A LAWN MAINTENANCE SERVICES CONTRACT AND ALL RELATED DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Argyle issued Request for Proposals No. 2026-006 for Parks, Rights-of-Way, and Town Property Lawn Maintenance Services to obtain qualified contractors to provide mowing, edging, trimming, debris removal, and related landscape maintenance services for Town-owned properties; and

WHEREAS, the Town received and evaluated proposals in accordance with the requirements and evaluation criteria established in the Request for Proposals; and

WHEREAS, Town staff determined that BrightView Landscape Services, Inc. provides the best value to the Town based upon the evaluation criteria and recommends award of the contract; and

WHEREAS, the proposed agreement provides for annual routine maintenance services in the amount of One Hundred Seventeen Thousand Fifty Dollars and Fifty-Three Cents ($117,050.53), together with an on-call services allowance of Forty-Five Thousand Dollars ($45,000.00), for a total first-year amount not to exceed One Hundred Sixty-Two Thousand Fifty Dollars and Fifty-Three Cents ($162,050.53); and

WHEREAS, the agreement provides for an initial term beginning July 1, 2026, and ending June 30, 2027, with four (4) optional one-year renewal terms, subject to annual budget appropriations and mutual agreement of the parties; and

WHEREAS, the Town Council finds that approval of the agreement is in the best interest of the Town of Argyle and its residents.

.

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

Section 1. The findings set forth in the recitals above are hereby incorporated into the body of this Resolution as if fully set forth herein.

Section 2. The Town Council hereby approves the Agreement between the Town of Argyle and BrightView Landscape Services, Inc. for Parks, Rights-

of-Way, and Town Property Lawn Maintenance Services in an amount not to exceed One Hundred Sixty-Two Thousand Fifty Dollars and Fifty-Three Cents ($162,050.53) for the initial contract term.

Section 3. The Mayor is hereby authorized to execute the Agreement and any related documents necessary to effectuate the intent of this Resolution, subject to final review and approval by the Town Attorney.

Section 4. The Town Council hereby authorizes the Mayor to execute the lawn maintenance services contract and all related documents necessary to implement this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 15th DAY OF JUNE 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

TOWN OF ARGYLE, TEXAS

308 Denton Street East, Argyle, Texas 76226

AGREEMENT FOR
PARKS, RIGHTS-OF-WAY, AND TOWN PROPERTY
LAWN MAINTENANCE SERVICES

RFP No. 2026-006

Contract No. 2026-32

Town:	Town of Argyle, Texas
Contractor:	BrightView Landscape Services, Inc.
Effective Date:	June 25, 2026 (upon execution by both parties following Town Council approval)
Initial Term:	One (1) year, with up to four (4) optional one-year renewals
Contract Administrator:	Town of Argyle Public Works Director or designee

ARTICLE 1 — PARTIES, RECITALS, AND CONTRACT DOCUMENTS

1.1 Parties

This Agreement for Parks, Rights-of-Way, and Town Property Lawn Maintenance Services ("Agreement" or "Contract") is entered into by and between the Town of Argyle, Texas, a General Law Type A municipality and home-rule authorized body politic of the State of Texas, with its principal offices at 308 Denton Street East, Argyle, Texas 76226 (the "Town"), and [Contractor Legal Name], a [State of Organization] [entity type], with its principal place of business at [Contractor Address] (the "Contractor"). The Town and Contractor are referred to individually as a "Party" and collectively as the "Parties."

1.2 Recitals

WHEREAS, the Town issued Request for Proposals No. 2026-006 (the "RFP") on May 9, 2026, soliciting proposals for lawn maintenance services for parks, rights-of-way, facility grounds, and other Town-controlled property within the corporate limits of the Town of Argyle, totaling approximately seventy (70) acres of mowed area;

WHEREAS, the Contractor submitted a written proposal in response to the RFP (the "Proposal") and represented that it possesses the experience, personnel, equipment, and financial capacity necessary to perform the services described in the RFP;

WHEREAS, the Town evaluated all responsive proposals in accordance with the criteria set forth in Section VI of the RFP and determined, in accordance with Texas Local Government Code Section 252.043(b), that the Contractor's Proposal offers the best value to the Town;

WHEREAS, the Town Council of the Town of Argyle approved the award of this Contract to Contractor at its regularly scheduled meeting on June 15, 2026, and authorized the Mayor or designee to execute this Agreement; and

WHEREAS, the Parties desire to set forth the terms and conditions under which the Contractor shall perform the services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.3 Contract Documents

This Agreement consists of the following documents, which together constitute the entire understanding between the Parties (collectively, the "Contract Documents"):

(a) This signed Agreement;

(b) Exhibit A — Scope of Services (incorporating the Scope of Work from Section IV of RFP No. 2026-006);

(c) Exhibit B — Maintenance Areas and Maps (Attachments A and B to the RFP);

(d) Exhibit C — Cost Worksheet, as completed and submitted by Contractor with its Proposal;

(e) Exhibit D — Insurance Requirements;

(f) Exhibit E — Required Forms (W-9, CIQ, Non-Collusion Statement, HUB Status, Vendor Statement of Agreement, Addenda Acknowledgment);

(g) Exhibit F — Texas Required Contract / Purchase Order Terms and Conditions;

(h) RFP No. 2026-006, including all addenda issued thereto; and

(i) Contractor's Proposal dated May 26, 2026, to the extent its provisions are not inconsistent with the documents listed above.

1.4 Order of Precedence

In the event of any conflict, ambiguity, or inconsistency among the Contract Documents, the documents shall control in the order in which they are listed in Section 1.3 above, with the signed Agreement controlling first. The terms of this Agreement supersede any conflicting terms in the Contractor's Proposal.

ARTICLE 2 — TERM AND COMMENCEMENT

2.1 Initial Term

The initial term of this Agreement ("Initial Term") is one (1) year, commencing on the Effective Date set forth on the cover page (which shall be the date of execution by the Town following Town Council approval), and expiring twelve (12) months thereafter, unless earlier terminated as provided herein.

2.2 Renewal Terms

This Agreement may be renewed for up to four (4) additional one-year periods (each a "Renewal Term"). Any renewal shall be exercised by written notice from the Town to the Contractor not less than thirty (30) days prior to the expiration of the then-current term. Each Renewal Term is subject to (i) the appropriation and availability of funds by the Town Council in each fiscal year, and (ii) the Town's continuing satisfaction with the Contractor's performance.

2.3 Notice to Proceed

The Contractor shall not commence any work under this Agreement until the Town has issued a written Notice to Proceed ("NTP") via electronic transmission. The Contractor shall acknowledge receipt of the NTP in writing. Under no circumstances shall the Town be liable for any services rendered prior to issuance and receipt of the written NTP.

2.4 Non-Appropriation

This Agreement is subject to the appropriation of funds by the Town Council in each fiscal year. If sufficient funds are not appropriated for any Renewal Term, the Town may terminate this Agreement at the end of the then-current fiscal year without liability for any further payments, penalty, or termination charges. The Town shall provide the Contractor with written notice of non-appropriation as soon as reasonably practicable.

ARTICLE 3 — SCOPE OF SERVICES

3.1 Services

The Contractor shall furnish all labor, supervision, equipment, materials, fuel, supplies, transportation, traffic control, hauling and disposal, and all other items necessary to perform the lawn maintenance services described in Exhibit A — Scope of Services and at the maintenance areas identified in Exhibit B (collectively, the "Services"). The Services include, without limitation:

- Weekly mowing of approximately seventy (70) acres of turf during the growing season (approximately the first full week of March through the last full week of November, or thirty-five (35) weeks), at the frequencies specified for each maintenance area in Exhibit B;
- Edging and trimming along walks, curbs, walls, plant beds, signs, trees, utility poles, fixtures, and structures at each mowing cycle;
- Flower bed maintenance, including weed control, hedge trimming, and reshaping of mulch rings;
- Right-of-way mowing along US-377, FM-407, and other state-designated highways within the Town's corporate limits, including TxDOT coordination, traffic control consistent with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), and use of tractor-mounted rotary or batwing mowers where designated;
- Removal of all litter and debris from each maintenance area prior to mowing, with proper disposal at the Contractor's expense; and
- Such other related services as may be directed in writing by the Public Works Director.

3.2 Standards of Performance

The Contractor shall perform all Services in a workmanlike, professional, and timely manner consistent with the standards customary in the lawn maintenance industry for municipal contracts of similar size and complexity, and in accordance with all requirements of the Contract Documents. All serviced areas shall be left with a finished, swept appearance.

3.3 Schedule and Hours of Work

All lawn maintenance, trimming, edging, and flower bed maintenance shall be performed Monday through Saturday, between 8:00 AM and 7:00 PM, weather permitting. The Contractor shall not operate power equipment before 7:00 AM or after 7:00 PM, in compliance with the Town's noise ordinance. The Contractor shall maintain a regular weekly schedule agreed upon by the Contractor and the Public Works Director. Any variance from the prescribed schedule requires not less than twenty-four (24) hours' advance written notice to the Public Works Director. Repeated failure to maintain the schedule shall be considered a material breach of this Agreement.

3.4 Weekly Reporting

The Contractor shall submit a weekly email report to the Public Works Director at publicworks@argyletx.com documenting (i) the schedule for the upcoming week and (ii) the work completed during the prior week, including the maintenance areas serviced, dates of service, and any issues or deficiencies encountered.

3.5 Changes in Scope

The Public Works Director may request additions, deletions, or modifications to the Scope of Services. Any change in unit price compensation, shall be made only by written amendment executed by both Parties. The Town reserves the right to add or remove maintenance areas during the term of this Agreement using the unit prices set forth in Exhibit C, provided that all Notices to Proceed or Notices to Stop or Delay Work are provided in writing.

3.6 Chemicals, Herbicides, and Fertilizers

No chemicals, herbicides, insecticides, fungicides, or fertilizers shall be used by the Contractor without the prior written approval of the Public Works Director. All approved chemical applications shall be performed by, or under the direct supervision of, a Texas Department of Agriculture (TDA) licensed Commercial Pesticide Applicator. The Contractor shall provide the Town with current applicator licenses and Safety Data Sheets (SDS) for all chemicals proposed for use, and shall comply with all label instructions and applicable federal, state, and local laws.

The Contractor shall not provide representations, warranties, or assurances as to the safety of chemical substances requested by the Town and used while performing the services, provided that the Contractor applies such substances properly and in accordance with applicable laws and regulations.

3.7 Equipment

All equipment used in the performance of the Services shall be properly maintained and in good operating condition. Mulching mowers shall be used for all finish-mow areas; bagging is not permitted unless specifically authorized in writing by the Public Works Director. All vehicles operated on Town streets shall display the Contractor's company name and shall be properly licensed, registered, and insured. Equipment shall be cleaned of mud, debris, and invasive plant material between maintenance areas to prevent the spread of weeds or pests.

3.8 Supervision and Communication

Each work crew shall include a designated on-site supervisor who is fluent in English and authorized to respond to inquiries about work details or priorities. The Contractor shall provide the Public Works Director with the name, telephone number, and email address of a primary and a secondary company representative, who shall be available during normal business hours (7:00 AM to 5:00 PM, Monday through Friday) and shall respond to any urgent issue within two (2) hours of notification.

3.9 Independent Contractor

The Contractor is and shall be an independent contractor and is not, with respect to its acts or omissions or those of its officers, employees, agents, or subcontractors, an agent, employee, partner, or joint venturer of the Town. Nothing in this Agreement shall be construed to create any relationship between the Town and any employee, agent, or subcontractor of the Contractor.

3.10 Subcontracting

The Contractor shall not subcontract any portion of the Services without the prior written approval of the Town. The Contractor shall remain fully responsible for the acts and omissions of its subcontractors and shall be solely responsible for payment to all subcontractors. The Contractor shall provide subcontractor release waivers prior to final payment under this Agreement.

ARTICLE 4 — COMPENSATION AND PAYMENT

4.1 Contract Price

In consideration of the Contractor's full and faithful performance of the Services, the Town shall pay the Contractor in accordance with the unit prices and total annual base price set forth in Exhibit C — Cost Worksheet, in an amount not to exceed

One hundred seventeen thousand fifty dollars and fifty-three cents $117,050.53 per contract year (the "Contract Price"). The Contract Price is firm for the Initial Term and includes all labor, equipment, fuel, materials, supervision, mobilization, demobilization, hauling and disposal of clippings and debris, traffic control, insurance, bonds (if required), and overhead. No separate payment shall be made for mobilization, demobilization, or any item not expressly identified as a separately compensable line item in Exhibit C.

4.2 Renewal Pricing and Escalation

Pricing for any Renewal Term shall be subject to negotiation prior to renewal. Any annual escalation request by the Contractor shall not exceed three percent (3%).

4.3 Invoicing

The Contractor shall submit invoices on a monthly basis in electronic (PDF) format to publicworks@argyletx.com and accounting@argyletx.com. Each invoice shall reference (i) the Town's Purchase Order number, (ii) this Contract number, (iii) the billing period, and (iv) an itemized list of the maintenance areas serviced during the billing period and the corresponding line-item charges from Exhibit C. Invoices that are incomplete or inaccurate will be returned and not processed for payment.

4.4 Payment Terms

Payment terms are net thirty (30) days from the Town's receipt of a proper invoice, in accordance with Texas Government Code Chapter 2251. The Town's obligation to pay any invoice is contingent upon (i) the Contractor's full performance of the Services for

which payment is sought, (ii) the Town's acceptance of such Services, and (iii) the absence of any deficiency, withholding, or set-off as provided in this Agreement.

4.5 Withholding

The Town may withhold from any payment otherwise due to the Contractor such amounts as are reasonably necessary to (i) satisfy any liquidated damages assessed under Section 5.2, (ii) cure any deficiency in the Contractor's performance, (iii) repair damage to public or private property as provided in Section 5.1, or (iv) satisfy any other obligation of the Contractor under this Agreement. The Town shall provide written notice of any withholding.

4.6 Taxes

The Town is exempt from federal excise taxes and Texas state and local sales and use taxes. The Town shall furnish a tax exemption certificate upon request. The Contractor shall be solely responsible for the payment of all taxes imposed on its operations or income, including all federal, state, and local income, employment, payroll, and similar taxes.

4.7 No Right to Liens

To the extent permitted by law, the Contractor and its subcontractors waive any right to file or assert any mechanic's, materialman's, or other lien against any property of the Town. The Contractor shall promptly cause the release of any such lien filed by a subcontractor or supplier, at the Contractor's sole expense.

ARTICLE 5 — PERFORMANCE, DAMAGES, AND INSPECTIONS

5.1 Damage to Public or Private Property

The Contractor shall be responsible for any damage caused by the Contractor's equipment, employees, or subcontractors to plant material, irrigation systems, fencing, signage, monuments, vehicles, or any other public or private property in the course of performing the Services. The Contractor shall repair such damage in a timely manner at no expense to the Town, including replacement of all trees, shrubs, ground covers, and irrigation equipment destroyed during operations and all associated labor costs. Trees and shrubs shall not be bumped or marked by mowing or edging equipment, and mulch rings shall be reshaped within twenty-four (24) hours when dislodged. The Contractor shall report damage to the Public Works Director immediately. If a dispute arises between a resident and the Contractor regarding the repair of damages, the Town shall make the final determination. Failure to restore damage to the satisfaction of the Town shall result in withholding of payment in an amount sufficient to make the necessary repairs.

5.2 Liquidated Damages

The Parties acknowledge that actual damages resulting from the Contractor's failure to perform certain obligations under this Agreement would be difficult to ascertain. Accordingly, the Parties agree that the following amounts represent a reasonable estimate of damages and are not penalties:

Amount	Event
$20.00	Per instance, for damage to a tree or tree collar caused by mowing or trimming equipment.
$200.00	Per occurrence, for failure to perform a scheduled mowing cycle without prior approval from the Public Works Director.
$100.00	Per incident, for grass clippings blown onto streets, sidewalks, private property, or stormwater inlets and not promptly cleaned up.
$100.00	Per occurrence, for use of unapproved chemicals, herbicides, fertilizers, or fungicides.
$200.00	Per calendar day, for failure to remediate damage to public or private property within fourteen (14) calendar days of written notice from the Town.

Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages, nor from any other liability under this Agreement.

5.3 Inspections and Deficiencies

The Public Works Director or designee may inspect the Contractor's work at any time. Deficiencies identified during inspection shall be corrected within the timeframe specified by the Public Works Director, which generally shall not exceed seventy-two (72) hours. Failure to correct deficiencies within the specified time may result in the assessment of liquidated damages, withholding of payment, or termination of this Agreement for cause.

5.4 Existing Utilities

Some maintenance areas contain overhead and underground utilities, including electric, telecommunications, water, sewer, gas, and stormwater facilities. The Contractor shall be responsible for coordinating with utility owners as needed and shall pay all costs incurred to repair any damage to utilities resulting from the Contractor's operations. Repairs shall be made by the Contractor or, at the Town's option, by the affected utility company at the Contractor's expense.

5.5 Environmental Protection

All fluids, chemicals, and work-related materials (including oil, fuel, hydraulic fluid, herbicides, and absorbents) used by the Contractor shall be used and disposed of in accordance with all rules and regulations of the Texas Commission on Environmental Quality (TCEQ), the U.S. Environmental Protection Agency (EPA), and other applicable local, state, and federal regulatory agencies. The Contractor shall not perform equipment maintenance at Town facilities except in designated locations and only with the prior written permission of the Public Works Director. The Contractor shall, at its

own expense, ensure that noise and dust pollution are minimized and shall comply with all local and state ordinances, including the Town's noise ordinance. The Contractor shall immediately report and document to the Public Works Director any incident affecting environmental quality, including hydraulic fluid leaks, oil spills, and fuel leaks.

5.6 Safety

The Contractor shall be solely responsible for maintaining safety at all work sites and shall comply with all applicable Occupational Safety and Health Administration (OSHA) regulations, the Texas Manual on Uniform Traffic Control Devices, and the Town's safety policies. The Contractor shall designate a Safety Officer for this Agreement, maintain incident logs, and report any work-related injury or property damage to the Public Works Director within twenty-four (24) hours of occurrence. All crew members working in or adjacent to live traffic shall wear ANSI/ISEA 107 Class 2 or Class 3 high-visibility apparel.

5.7 Drug-Free Workplace

The Contractor shall make a good faith effort to maintain a drug-free workplace and worksite at all Town locations and shall comply with all applicable federal and state laws relating to drug-free workplaces.

ARTICLE 6 — INSURANCE, INDEMNIFICATION, AND BONDING

6.1 Insurance

The Contractor shall procure and maintain, at its own expense, throughout the term of this Agreement and any Renewal Terms, the insurance coverages described in Exhibit D — Insurance Requirements. All required coverages shall be procured from insurers (i) authorized to do business in the State of Texas by the Texas Department of Insurance and (ii) rated A- VII or better by A.M. Best & Company. The Town, its officers, officials, employees, boards, commissions, and volunteers shall be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability policies, and such coverage shall be primary and non-contributory to any insurance or self-insurance maintained by the Town. The Contractor waives all rights of subrogation against the Town to the extent permitted by the Contractor's insurance policies.

The Contractor shall provide a Certificate of Insurance evidencing the required coverages prior to commencement of work and shall provide replacement Certificates not less than two (2) weeks prior to the expiration of any policy. Each policy shall be endorsed to require the insurer to provide the Town not less than thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage (ten (10) days for non-payment of premium).

6.2 Indemnification

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES,

OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT.

THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE TOWN AND ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS. THE TOWN DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

THE CONTRACTOR, AT ITS OWN EXPENSE, IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS. THE TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, THE TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE TOWN SHALL NOT BE CONSTRUED AS A WAIVER OF THE CONTRACTOR'S OBLIGATION TO DEFEND OR INDEMNIFY THE TOWN. THE CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE TOWN'S WRITTEN NOTICE THAT THE TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, THE TOWN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND THE CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE TOWN.

This indemnity obligation shall survive the expiration or termination of this Agreement.

6.3 Performance Bond and Payment Bond (If Required)

If required by the Town, the Contractor shall furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the annual Contract Price, on forms acceptable to the Town and issued by a surety authorized to do business in Texas and listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570). All bonds shall be furnished within ten (10) days of the Town's written request and prior to commencement of work.

ARTICLE 7 — DEFAULT AND TERMINATION

7.1 Events of Default

The occurrence of any of the following shall constitute an event of default by the Contractor (an "Event of Default"):

(j) Failure to commence the Services within the time specified in the Notice to Proceed;

(k) Failure to perform the Services in accordance with the schedule, standards, and specifications set forth in the Contract Documents;

(l) Repeated failure to maintain the schedule, after written notice from the Town;

(m) Failure to maintain the insurance coverages required under this Agreement;

(n) Failure to pay subcontractors, suppliers, or workers in accordance with applicable law and the terms of this Agreement;

(o) Filing for bankruptcy, insolvency, receivership, or assignment for the benefit of creditors;

(p) Any material misrepresentation in the Proposal or in any document delivered pursuant to this Agreement; or

(q) Any other material breach of this Agreement that is not cured within the time specified in Section 7.2.

7.2 Termination for Cause

Upon the occurrence of an Event of Default, the Town may give the Contractor written notice specifying the nature of the default and providing a cure period of not less than ten (10) calendar days (or such longer period as the Town may specify in its sole discretion). If the Contractor fails to cure the default within the specified cure period, the Town may terminate this Agreement by written notice to the Contractor, effective immediately upon receipt or at such later date as the Town may specify. In the event of termination for cause, the Town shall be entitled to all remedies available at law or in equity, including the right to engage another contractor to complete the Services and to recover from the Contractor any excess cost incurred by the Town as a result. No cure period is required for the events described in Sections 7.1(d), (f), or (g).

7.3 Termination for Convenience

The Town may terminate this Agreement, in whole or in part, for its convenience and without cause upon thirty (30) calendar days' prior written notice to the Contractor. In the event of termination for convenience, the Contractor shall be entitled to payment for Services properly performed and accepted through the effective date of termination, calculated at the unit prices set forth in Exhibit C, less any amounts due to the Town. The Contractor shall not be entitled to lost profits, anticipatory profits, consequential damages, or any other damages arising from termination for convenience.

7.4 Termination by Contractor

The Contractor may terminate this Agreement only if the Town fails to pay an undisputed invoice within sixty (60) days after the payment became due, the Contractor has provided the Town not less than thirty (30) days' written notice of the failure, and the Town fails to cure the failure within such notice period.

The Contractor may terminate this Agreement, in whole or in part, for its convenience and without cause upon one hundred and fifty (150) calendar days' prior written notice to the Town.

7.5 Obligations Upon Termination

Upon any termination or expiration of this Agreement, the Contractor shall (i) immediately cease performance of the Services except as directed by the Town; (ii) deliver to the Town all records, reports, drawings, and other materials prepared or held in connection with this Agreement; (iii) cooperate with the Town and any successor contractor in the orderly transition of the Services; and (iv) preserve and protect all property of the Town. Sections 5.1, 5.2, 6.2, 8.4, 8.5, 8.7, 8.10, and any other provisions which by their nature should survive shall survive termination or expiration.

ARTICLE 8 — GENERAL PROVISIONS

8.1 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. Exclusive venue for any action arising under or related to this Agreement shall lie in the state district courts of Denton County, Texas.

8.2 Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of the Services, including, without limitation, OSHA regulations, the TMUTCD, the Texas Pesticide Law (Tex. Agric. Code Ch. 76), Texas Government Code Chapter 2251 (Prompt Payment), Texas Local Government Code Chapter 252, and the Town's ordinances.

8.3 Texas-Specific Verifications and Certifications

By executing this Agreement, the Contractor represents, warrants, and certifies as follows, in accordance with Texas law:

(r) Boycott of Israel (Tex. Gov't Code § 2271.002): The Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

(s) Energy Companies (Tex. Gov't Code § 2274.002): The Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

(t) Firearm Entities (Tex. Gov't Code § 2274.002): The Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

(u) Foreign Terrorist Organizations (Tex. Gov't Code Ch. 2252, Subchapter F): The Contractor is not engaged in business with Iran, Sudan, or a designated foreign terrorist organization listed by the Texas Comptroller.

(v) Conflict of Interest (Tex. Loc. Gov't Code Ch. 176): The Contractor has filed a completed Conflict of Interest Questionnaire (Form CIQ) as required by Chapter 176 of the Texas Local Government Code.

(w) Non-Collusion: The Contractor has executed a Non-Collusion Statement attesting that the Proposal was prepared without collusion.

8.4 Records Retention and Audit

The Contractor shall retain all records pertaining to the Services and this Agreement for a period of seven (7) years following receipt of final payment under this Agreement. The Contractor shall make such records available to the Town for inspection, audit, and reproduction upon reasonable notice during the retention period. This Section shall survive the termination or expiration of this Agreement.

8.5 Public Information

The Contractor acknowledges that the Town is subject to the Texas Public Information Act, Texas Government Code Chapter 552. Information provided to the Town under this Agreement may be subject to public disclosure. To the extent the Contractor considers any information to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, such information shall be clearly marked "CONFIDENTIAL." The Contractor acknowledges that the final determination of whether information is in fact subject to disclosure will be made by the Texas Attorney General or a court of competent jurisdiction.

8.6 Notices

All notices, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered (i) upon personal delivery, (ii) one (1) business day after deposit with a recognized overnight courier, (iii) three (3) business days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or (iv) upon confirmation of email delivery, addressed as follows:

If to the Town:	**If to the Contractor:**
Town of Argyle Attn: Public Works Director 308 Denton Street East Argyle, Texas 76226 Email: publicworks@argyletx.com With copy to: Attn: Town Manager purchasing@argyletx.com	BrightView Landscape Services, Inc. Attn: Craig Zuczek 1252 West Dove Road Southlake, TX 76092 Craig.Zuczek@brightview.com 469-344-1267

Either Party may change its notice address by giving written notice to the other Party in accordance with this Section.

8.7 Assignment

The Contractor shall not assign, transfer, or convey this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the Town, which may be granted or withheld in the Town's sole discretion. Any attempted assignment in violation of this Section shall be void and shall constitute an Event of Default. The Town may assign this Agreement at any time without the consent of the Contractor.

8.8 Amendments

This Agreement may be amended only by a written instrument executed by authorized representatives of both Parties. No oral statement, course of dealing, or course of performance shall be effective to amend this Agreement.

8.9 No Waiver

No failure or delay by the Town in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Town. A waiver of any one breach shall not constitute a waiver of any other or subsequent breach.

8.10 No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or entity, other than the Town and the Contractor, any right, remedy, or claim under or by reason of this Agreement.

8.11 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid provision that gives effect to the original intent of the Parties.

8.12 Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than the obligation to make payments) to the extent such failure or delay is caused by acts of God, declared natural disasters, pandemics, war, terrorism, civil unrest, or other causes beyond the reasonable control of the affected Party, provided that the affected Party gives prompt written notice and uses commercially reasonable efforts to resume performance. Routine adverse weather conditions that customarily affect lawn maintenance work shall not constitute force majeure.

8.13 Entire Agreement

This Agreement, together with the Exhibits and other Contract Documents identified in Section 1.3, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements, whether written or oral. Each Party acknowledges that it has not relied on any representation, warranty, or statement not expressly set forth in this Agreement.

8.14 Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic transmission (including PDF or DocuSign) shall be deemed originals for all purposes.

8.15 Authority

Each Party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to do so, and that this Agreement has been duly authorized, executed, and delivered.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below to be effective on the Effective Date.

TOWN OF ARGYLE, TEXAS	**BrightView Landscape Services, Inc.**
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
ATTEST: _____ Town Secretary	ATTEST/WITNESS: _____ Name / Title
APPROVED AS TO FORM: _____ Town Attorney	

LIST OF EXHIBITS

The following Exhibits are attached to and incorporated into this Agreement:

- Exhibit A — Scope of Services (Section II of RFP No. 2026-006)
- Exhibit B — Maintenance Areas and Maps (Attachments A and B to RFP No. 2026-006)
- Exhibit C — Cost Worksheet (as completed by Contractor)
- Exhibit D — Insurance Requirements
- Exhibit E — Required Forms (W-9, CIQ, Non-Collusion Statement, HUB Status, Vendor Statement of Agreement, Addenda Acknowledgment)
- Exhibit F — Texas Required Contract / Purchase Order Terms and Conditions

[End of Agreement]

EXHIBIT A
Scope of Services
(Section II of RFP No. 2026-006)

II. SCOPE OF WORK/SERVICES

The Contractor shall perform all services described in this section in accordance with the conditions stated below and the maintenance area information provided in Attachments A & B.

A. GENERAL MOWING STANDARDS

1) All turf areas shall be mowed weekly during the growing season (approximately the first full week of March through the last full week of November), unless a different frequency is specified for a maintenance area in Attachment A. The Contractor shall:
   - Set mowing equipment to the height established during the mandatory site visit, unless otherwise instructed in writing by the Public Works Director or his designee. All changes to mowing height require prior written approval;
   - Maintain mower blades sharp at all times to produce a clean cut and avoid tearing grass blades;
   - Use mulching mowers for all finish-mow areas; bagging is not permitted unless specifically authorized in writing by the Public Works Director;
   - Mow within the boundaries indicated on the location maps in Attachment B;
   - Blow grass clippings off all concrete and asphalt surfaces (drives, parking areas, walks, curbs, trails) following each mow. Clippings shall not remain onsite in visible piles or rows;
   - Not blow grass clippings, leaves, or debris into streets, stormwater inlets, or onto private property;
   - Remove all litter and debris from each maintenance area prior to mowing and haul such litter and debris away for proper disposal at the Contractor's expense;
   - Leave all serviced areas with a finished, swept appearance.

B. EDGING AND TRIMMING

1) Edge and trim all turf along walks (including paver and trail surfaces), curbs, walls, plant beds, signs, trees, utility poles, fixtures, and structures at each mowing cycle;
2) Trim vegetation out of cracks in concrete and asphalt;
3) Where stadium-style seating, monuments, or other obstructions exist, application of approved herbicide is acceptable to minimize mechanical edging/trimming,

subject to Section E below.

C. FLOWER BED MAINTENANCE

1) Flower beds shall be maintained weed-free at each mowing cycle through hand-pulling or approved herbicide application;
2) Hedges in flower beds shall be trimmed to maintain an "as-designed" appearance, with trimmings collected and disposed of at the Contractor's expense;
3) Mulch rings around trees shall be maintained and reshaped as needed.

D. OTHER CONDITIONS

1) Wildflower areas shall be strictly enforced as non-mowing zones during periods designated by the Public Works Director. Some such areas may not be shown on the provided maps and will be communicated to the Contractor;
2) All lawn maintenance, trimming, edging, and flower bed maintenance shall be accomplished Monday through Saturday, between the hours of 8:00 AM and 7:00 PM, weather permitting. Repeated failure to maintain the schedule will be considered a breach of contract;
3) The Contractor shall accomplish all tasks on a regular schedule agreed upon by the Contractor and the Public Works Director. Any variance from the prescribed schedule requires a minimum of twenty-four (24) hour advance notification to the Public Works Director;
4) The Contractor shall send a weekly email report to the Public Works Director (publicworks@argyletx.com) documenting the schedule for the upcoming week and the work completed in the prior week;
5) The Contractor shall furnish all supplies, tools, and equipment to be used on the work.

E. CHEMICALS, HERBICIDES, AND FERTILIZERS

1) No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Public Works Director or his designee.
2) Approved chemicals must be applied by, or under the direct supervision of, a Texas Department of Agriculture (TDA) licensed Commercial Pesticide Applicator.

3) The Contractor shall provide the Town with copies of all current applicator licenses and all SDS (Safety Data Sheets) for any chemicals proposed for use under this contract.
4) The Contractor shall comply with all label instructions and all applicable federal, state, and local laws.

F. RIGHT-OF-WAY MOWING — SPECIAL CONDITIONS

1) Mowing along US-377, FM-407, and other state-designated highways within the Town's corporate limits requires coordination with the Texas Department of Transportation (TxDOT) where applicable. The Contractor shall:
   - Provide all required traffic control, including signage, cones, and flaggers consistent with the Texas Manual on Uniform Traffic Control Devices (TMUTCD);
   - Ensure all crew members working in or adjacent to live traffic wear ANSI/ISEA 107 Class 2 or Class 3 high-visibility apparel;
   - Not block lanes of traffic without prior written approval from the Town and, where applicable, TxDOT;
   - Use a tractor-mounted rotary or batwing mower for the FM 407 ROW (Tractor) areas as identified in Attachment A;
   - Conduct ROW mowing during off-peak traffic hours where feasible.

G. SUPERVISION OF WORK CREWS

1) Each work crew shall have a designated person on the work site who has the authority to respond to inquiries about work details or priorities in English;
2) The Contractor shall provide the Public Works Director with the name, phone number, and email address of a primary and a secondary company representative available during normal business hours (7:00 AM to 5:00 PM, Monday through Friday);
3) The Contractor's representative must be available within two (2) hours of notification to address any urgent issue.

H. SAFETY

1) The Contractor shall be solely responsible for maintaining safety at all work sites. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) regulations, the Texas Manual on Uniform Traffic Control Devices, and the Town's safety policies. The

Contractor shall designate a Safety Officer for this contract. The Contractor shall maintain incident logs and shall report any work-related injury or property damage to the Public Works Director within twenty-four (24) hours.

I. EQUIPMENT STANDARDS

1) All equipment used on this contract shall be properly maintained, in good operating condition, and meet the following minimum standards:
2) Mulching mowers required for all finish-mow areas;
3) All mowers shall have functioning safety devices, including discharge guards;
4) All vehicles operated on Town streets shall display the Contractor's company name and shall be properly licensed, registered, and insured;
5) Trailers shall be securely loaded and properly equipped with safety chains, working brake lights, and turn signals;
6) Equipment shall be cleaned of mud, debris, and invasive plant material between maintenance areas to prevent the spread of weeds or pests.

J. INSPECTIONS

1) The Public Works Director or his designee may inspect the Contractor's work at any time. Deficiencies identified during inspection shall be corrected within the timeframe specified by the Public Works Director, generally not more than seventy-two (72) hours. Failure to correct deficiencies may result in liquidated damages, withholding of payment, or termination for cause.

EXHIBIT B
Maintenance Areas and Maps (Attachment A and B from RFP No. 2026-006)

ATTACHMENT A — MAINTENANCE AREAS

The following table lists all current maintenance areas to be serviced under this contract, the type of service required, and the area in acres.

Description	Finish Mow	Tractor Mow	Trim	Hedge	Beds	Acres	Comments
Ben Boyd	X		X			0.25	
Old Park	X		X			0.93	
East Harpole Curve	X		X			2.42	
West Front Street	X		X			1.82	
Crawford Roundabout	X		X			1.67	
C Taylor at Old Justin	X		X			0.39	
US 377 at FM 407	X		X			1.76	
US 377 ROW	X		X			18.37	TxDOT coord.
FM 407 ROW (Finish)	X		X			17.28	TxDOT coord.
FM 407 ROW (Tractor)		X				16.39	TxDOT coord.
PointBank Wallace Lynch Park	X		X			1.57	
Unity Park	X		X			6.11	
Police Department Building				X	X	0.00	Hedges/beds only
Town Hall	X		X	X	X	1.94	
Public Works	X		X			0.26	

Description	Finish Mow	Tractor Mow	Trim	Hedge	Beds	Acres	Comments
Building							
Lift Station 1, Crawford Street	X		X			0.26	
Lift Station 2, Payton Place	X		X			0.07	
Lift Station 4, Waterbrook	X		X			0.81	
Lift Station 5, The Oaks	X		X			0.02	
Lift Station 6, 5T Ranch	X		X			0.09	
Village Way	X		X			0.66	
Harrison Street	X		X			0.09	
Collin Street	X		X			0.14	

Total approximate area: 73.30 acres

Note: Acreages are approximate and based on the Town's records. Respondents are responsible for verifying acreages during the site visit.

ATTACHMENT B — MAINTENANCE AREA MAPS

Acreages are approximate and based on the Town's GIS records. Respondents are responsible for verifying acreages during the site visit. Maps included in this attachment:

- Ben Boyd
- Old Park
- East Harpole Curve
- West Front Street
- Crawford Roundabout
- C Taylor at Old Justin
- US 377 at FM 407
- US 377 ROW (Sheets 1–12)
- FM 407 ROW (Sheets 1–15)
- PointBank Wallace Lynch Park
- Unity Park
- Town Hall
- Public Works Building
- Lift Station 1, Crawford Street
- Lift Station 2, Payton Place
- Lift Station 4, Waterbrook
- Lift Station 5, The Oaks
- Lift Station 6, 5T Ranch
- Village Way
- Harrison Street
- Collin Street

Ben Boyd



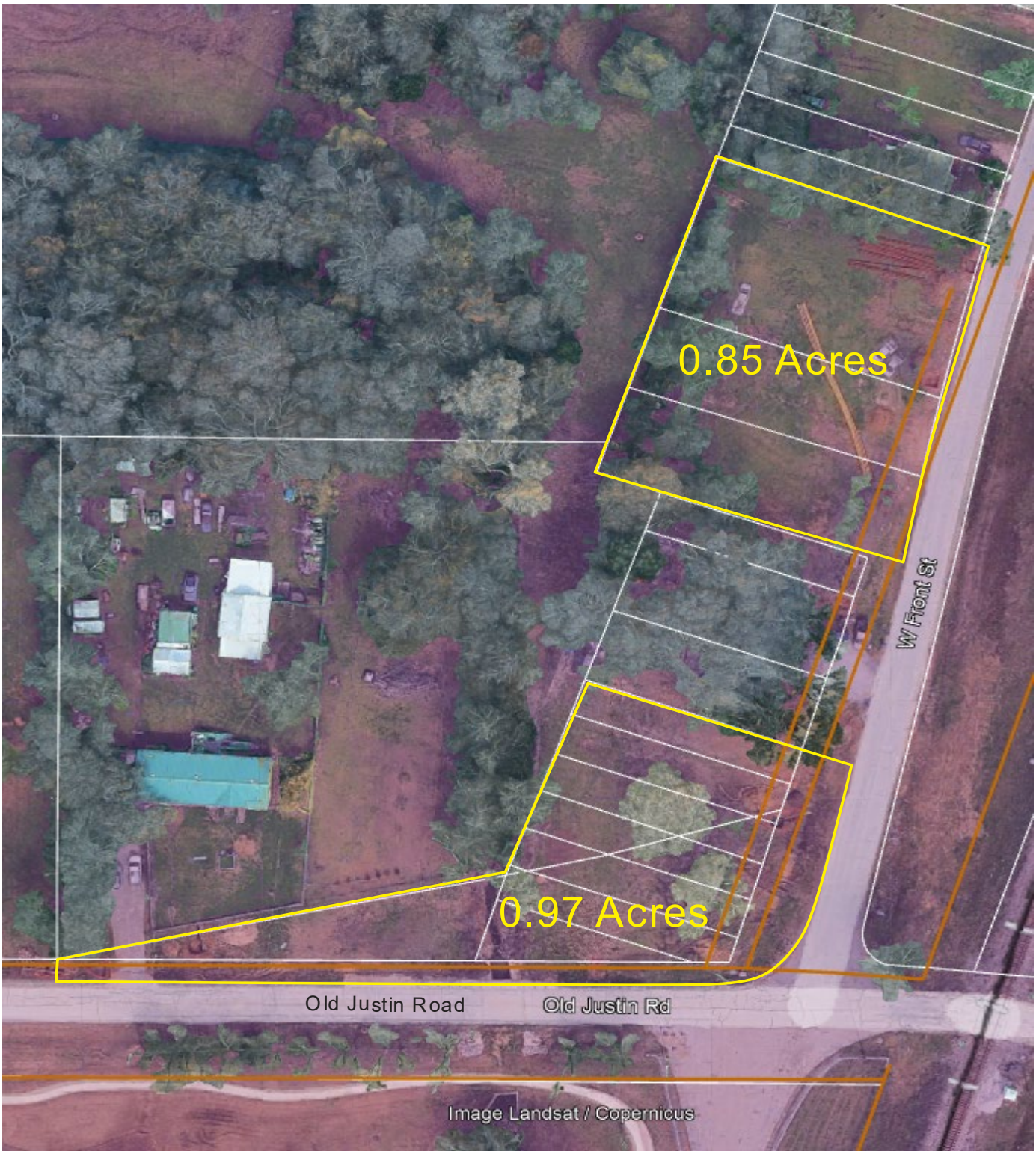
Old Park



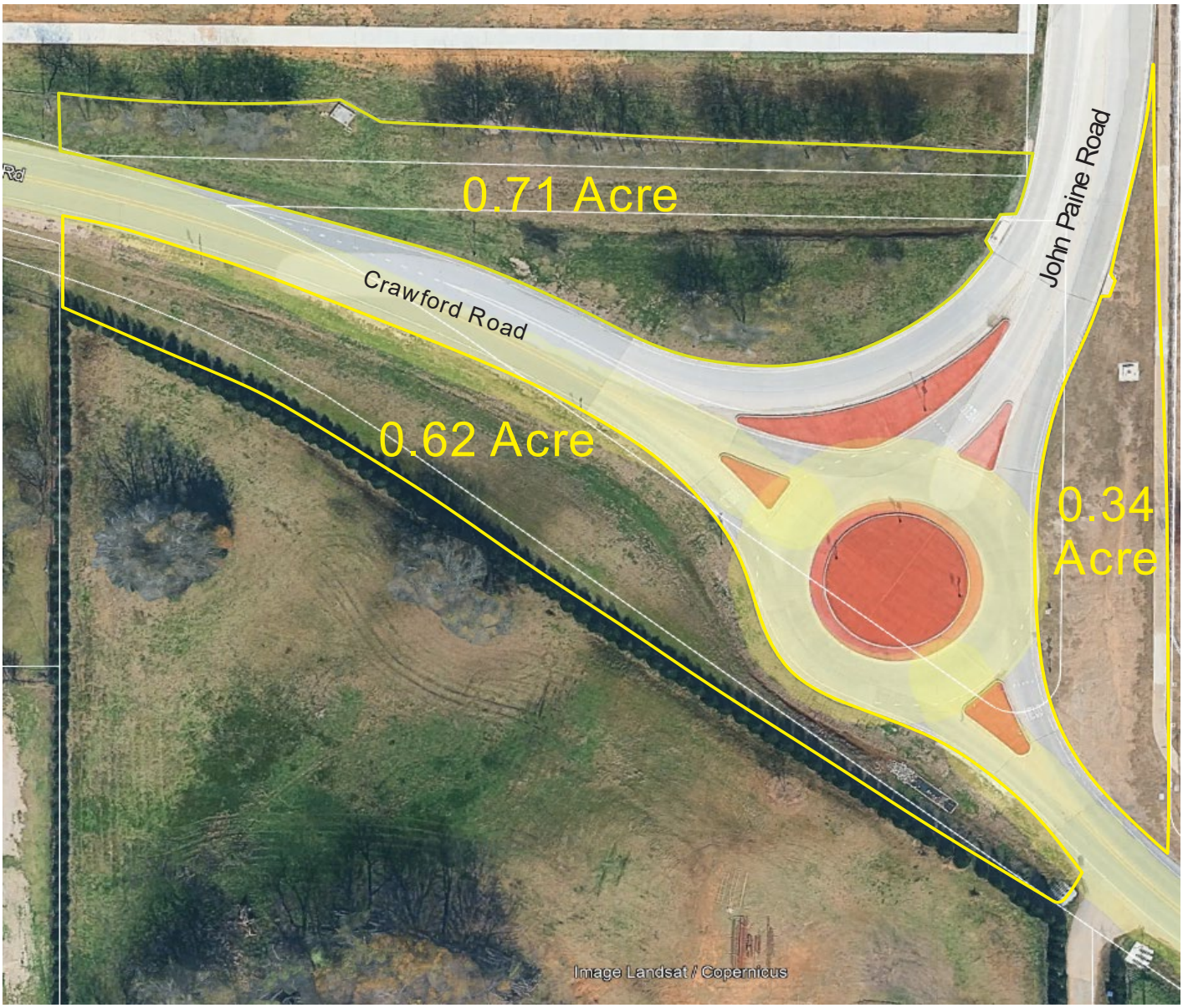
East Harpole Curve



West Front Street



Crawford Roundabout



C Taylor at Old Justin



US 377 at FM 407



US 377 ROW (Sheet 1/12)



US 377 ROW (Sheet 2/12)



US 377 ROW (Sheet 3/12)



US 377 ROW (Sheet 4/12)



US 377 ROW (Sheet 5/12)



US 377 ROW (Sheet 6/12)



US 377 ROW (Sheet 7/12)



US 377 ROW (Sheet 8/12)



US 377 ROW (Sheet 9/12)



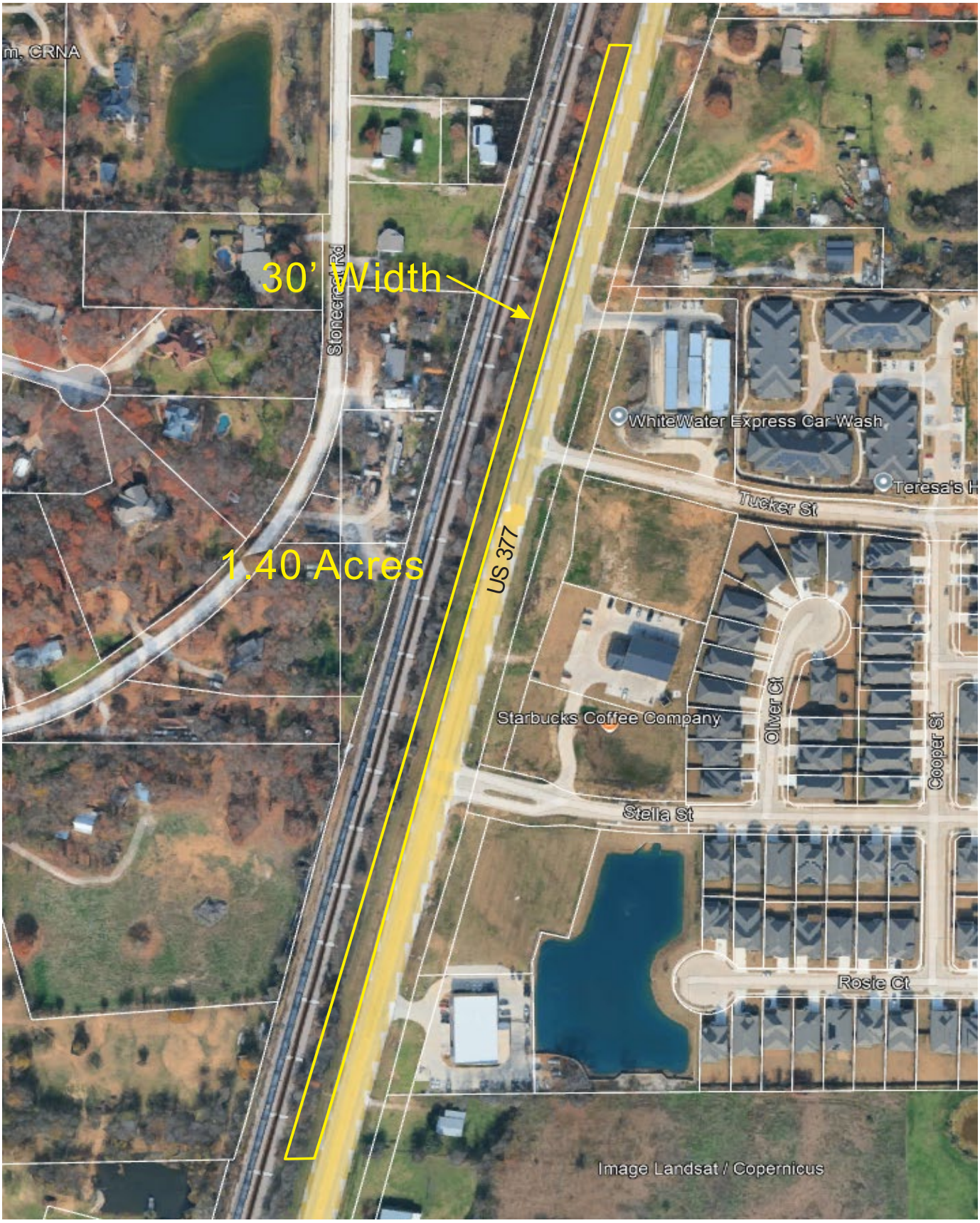
US 377 ROW (Sheet 10/12)



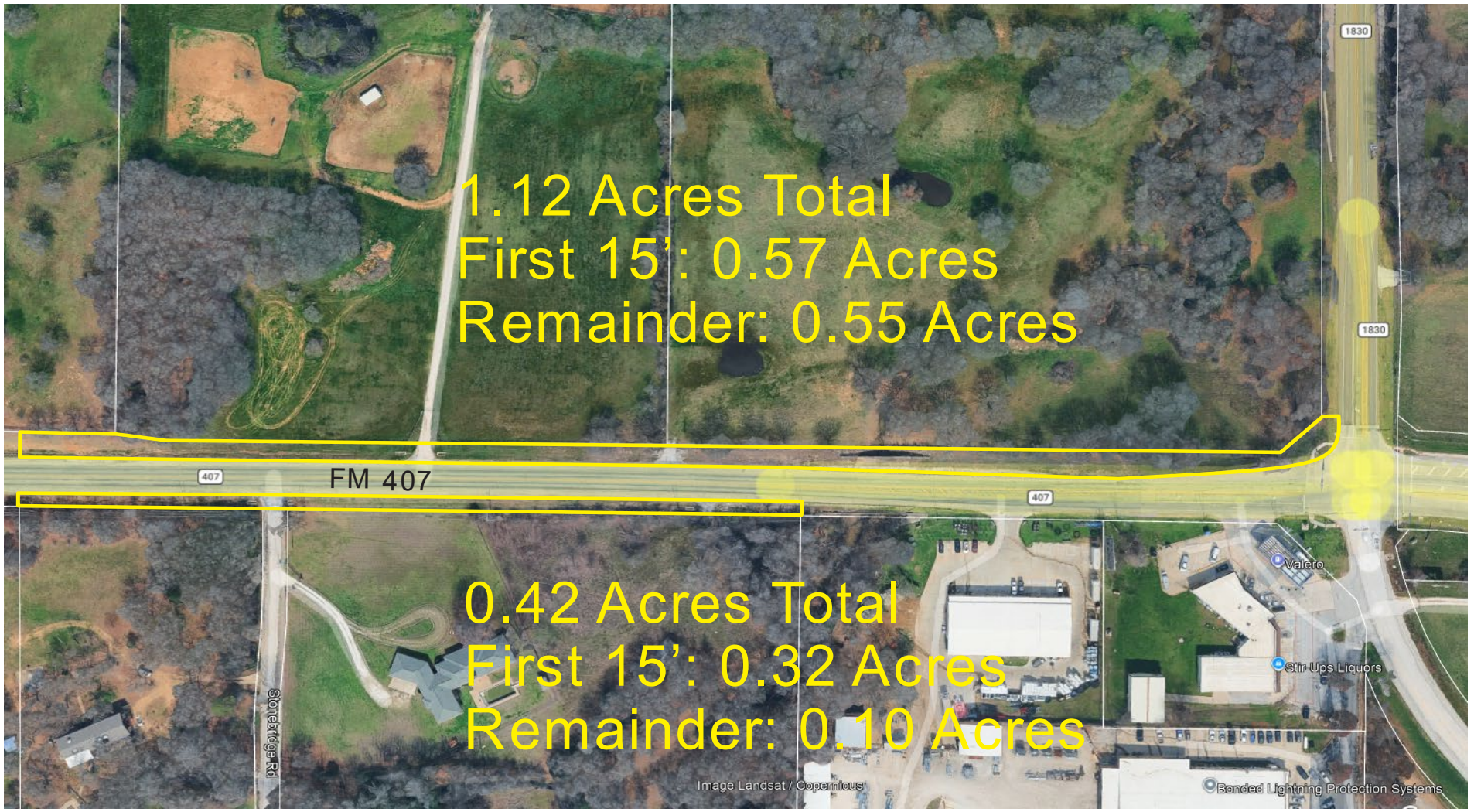
US 377 ROW (Sheet 11/12)



US 377 ROW (Sheet 12/12)



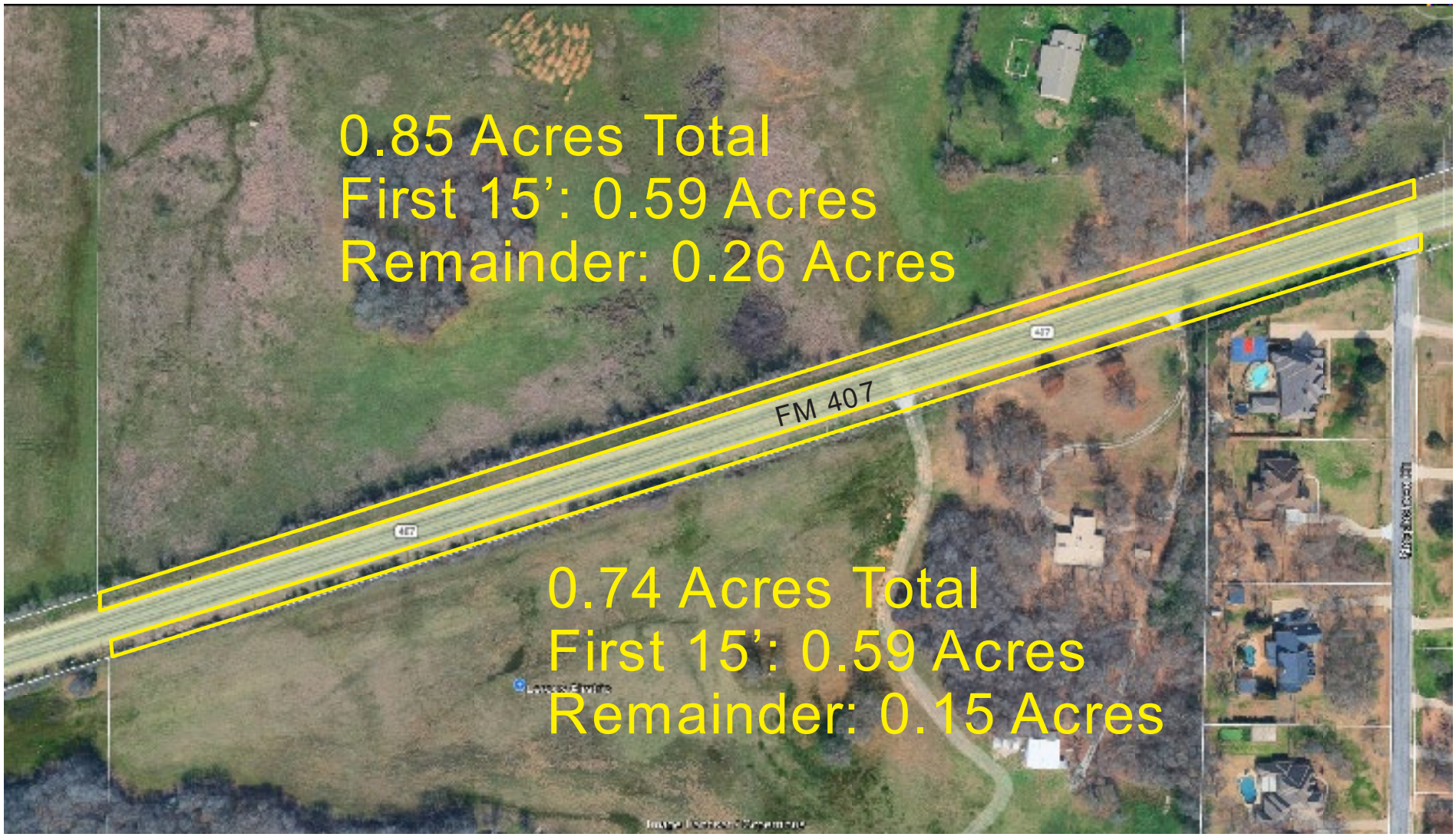
FM 407 ROW (Sheet 1/15)



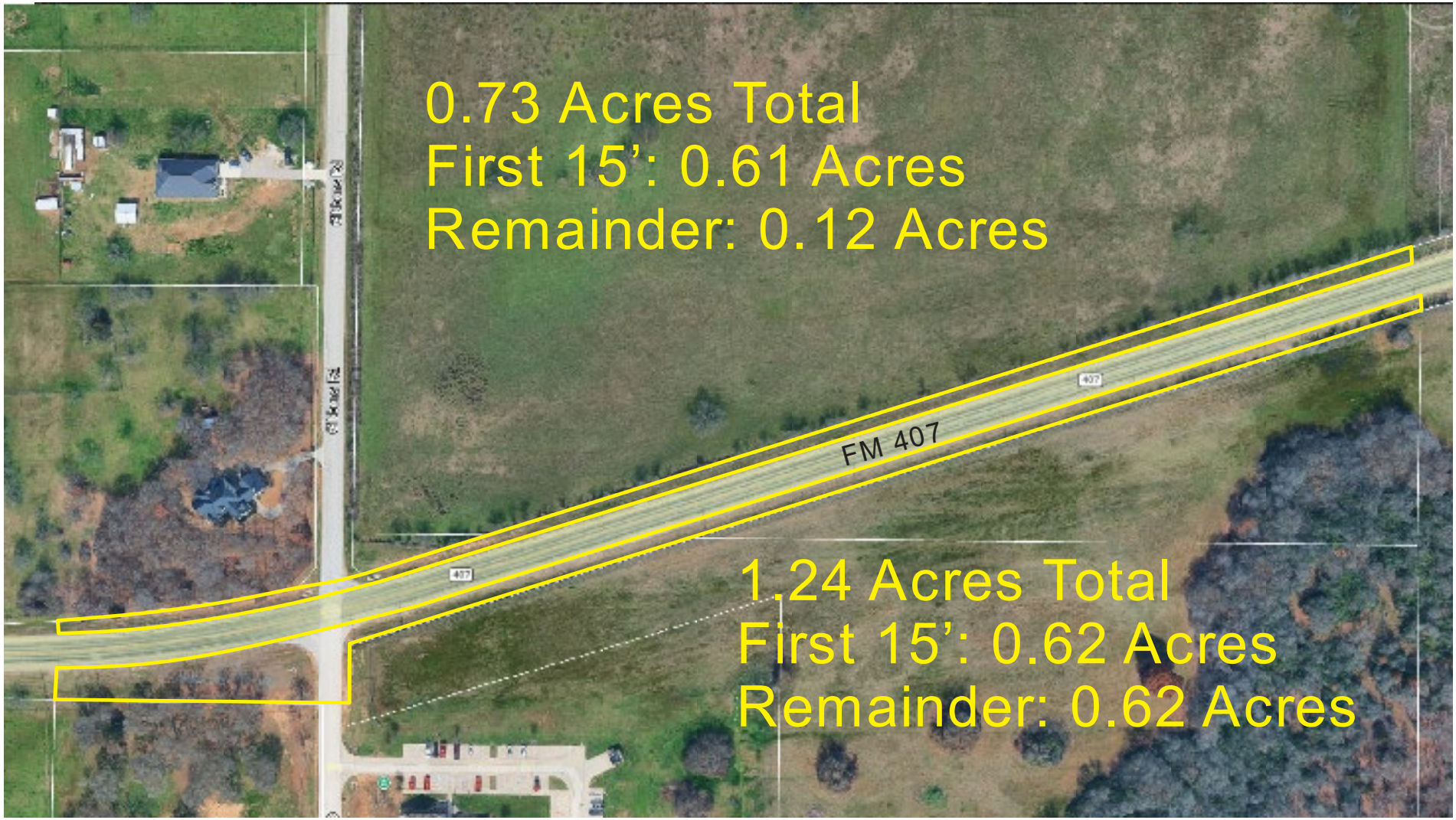
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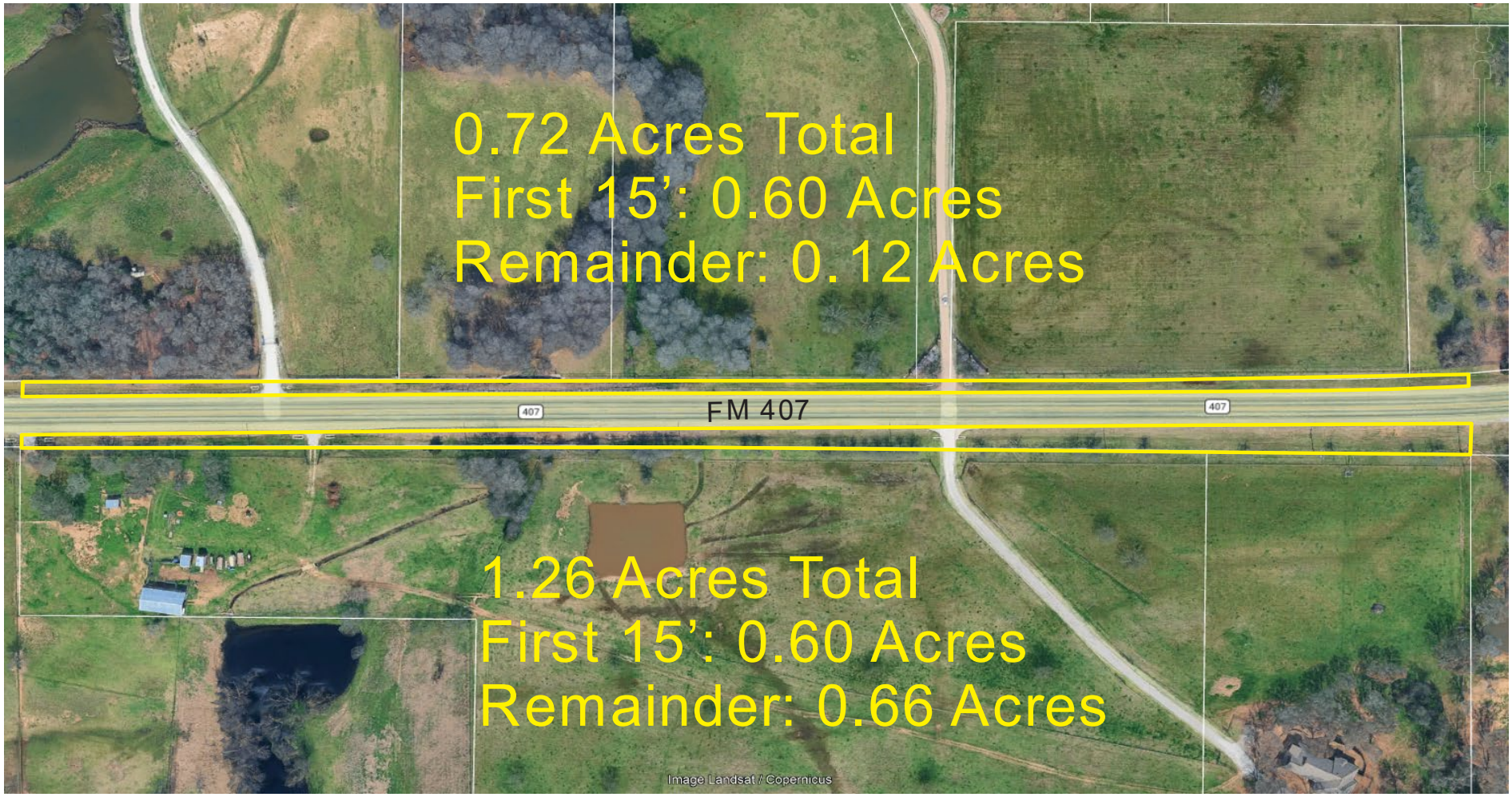
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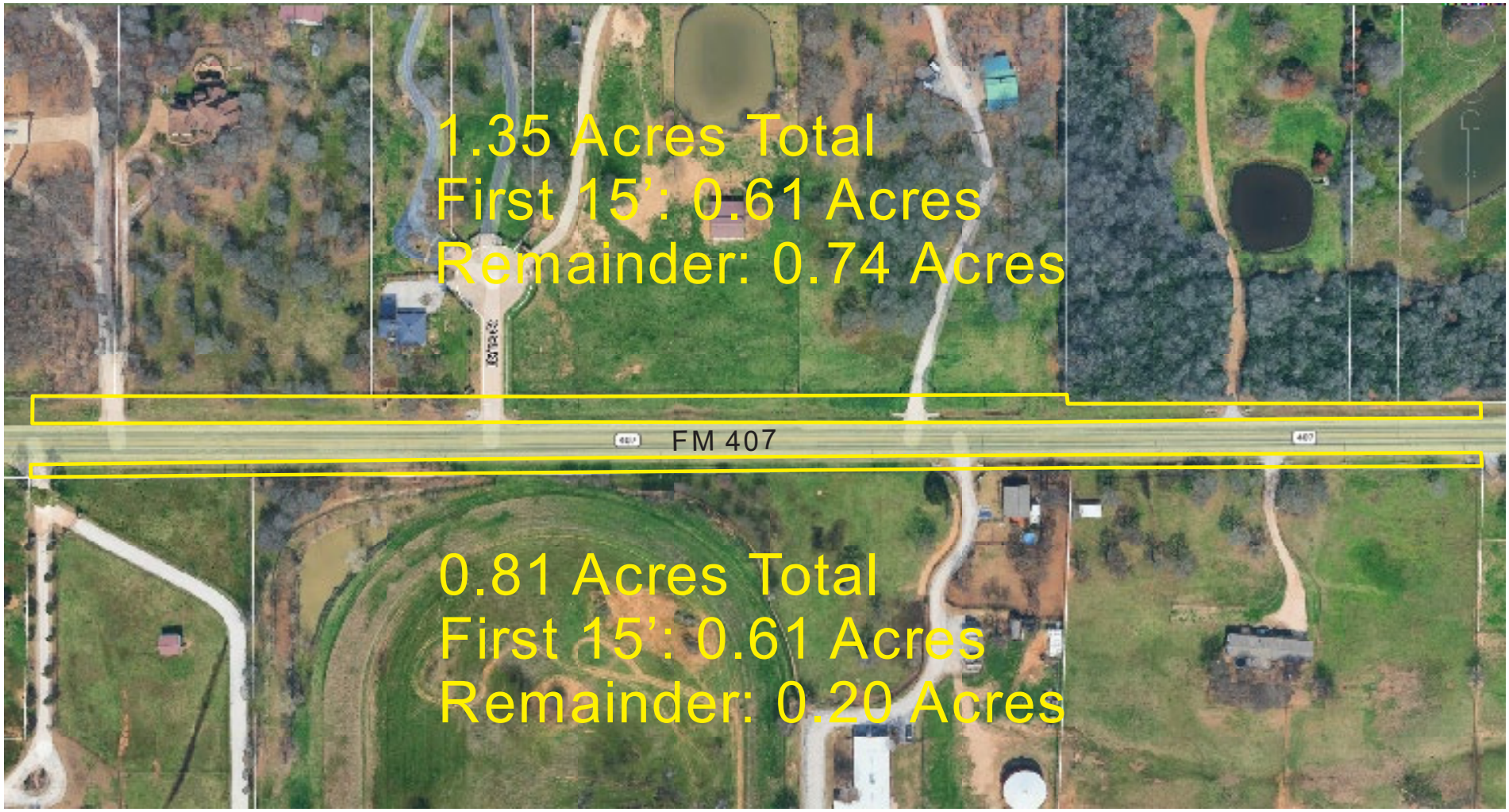
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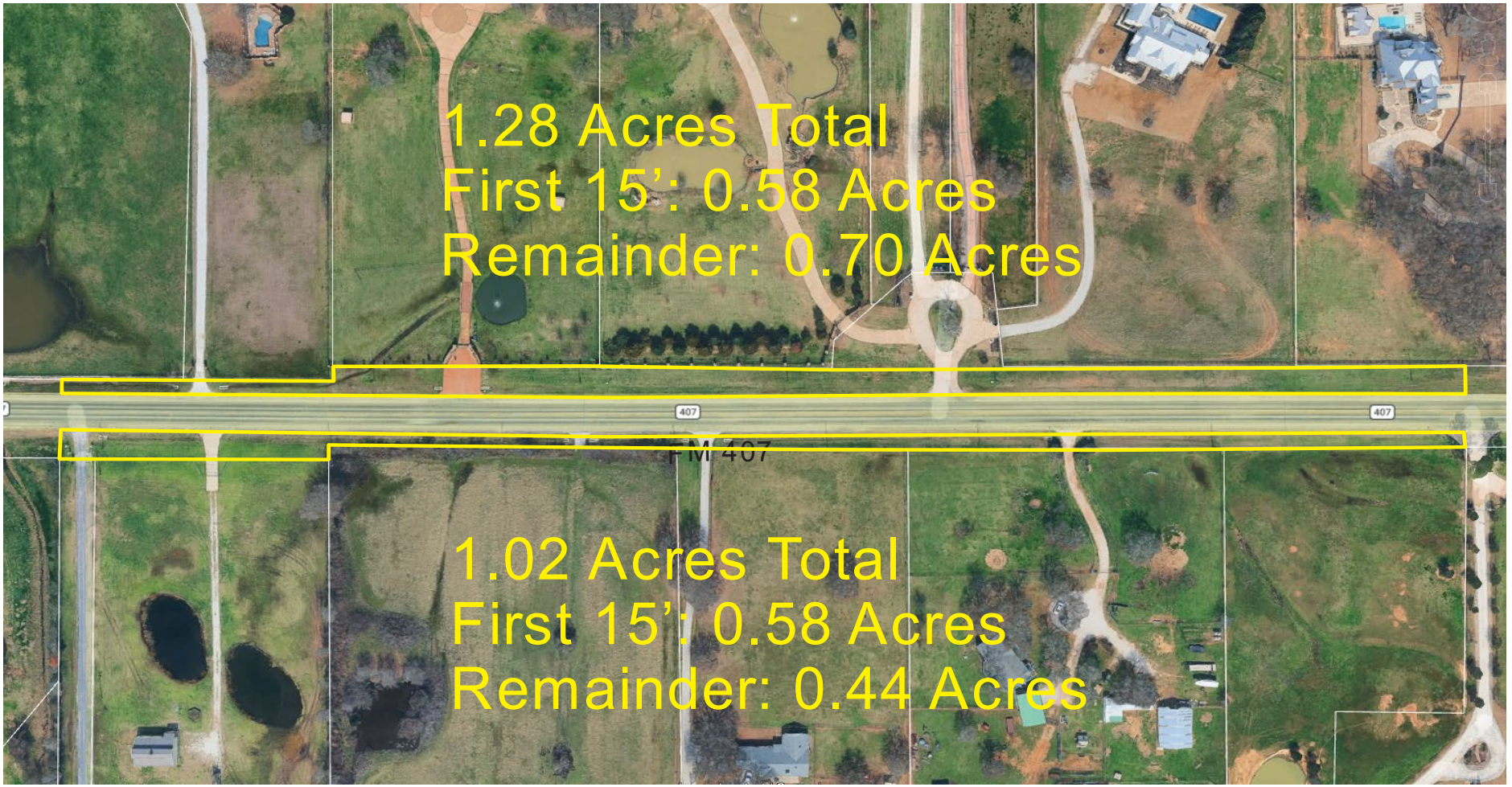
FM 407 ROW (Sheet 15)



FM 407 ROW (Sheet 6/15)



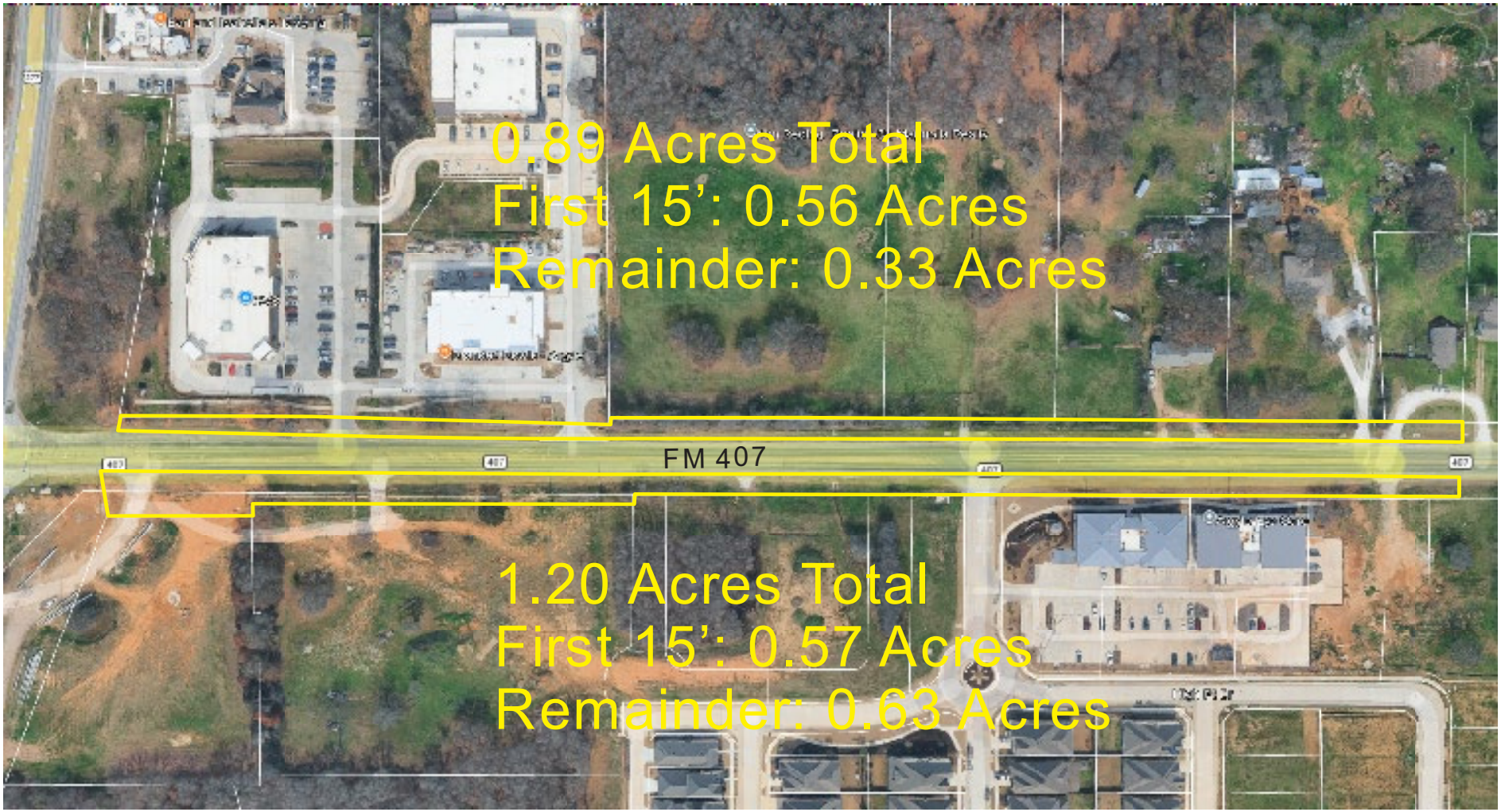
FM 407 ROW (Sheet 7/15)



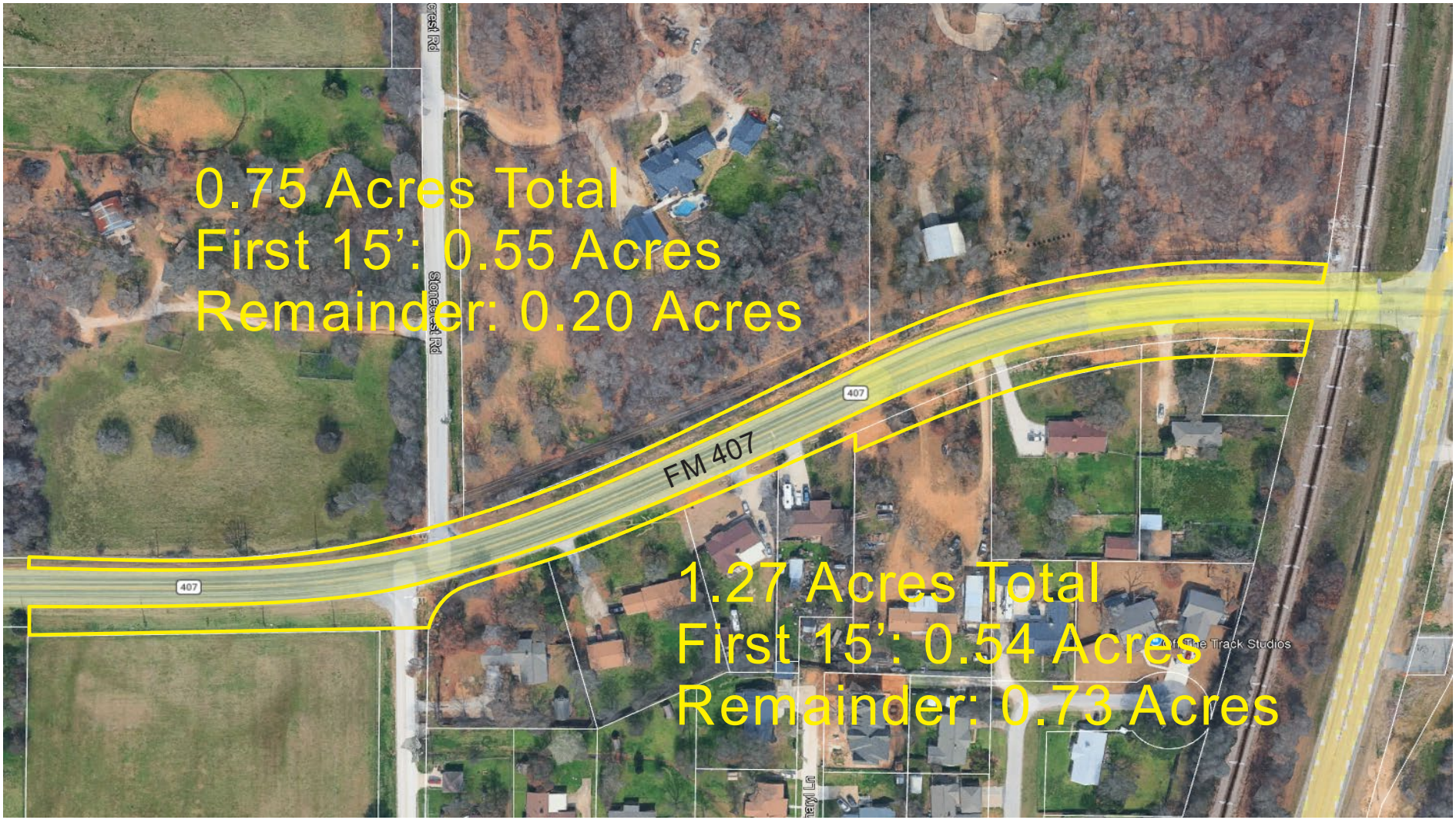
FM 407 ROW (Sheet 8/15)



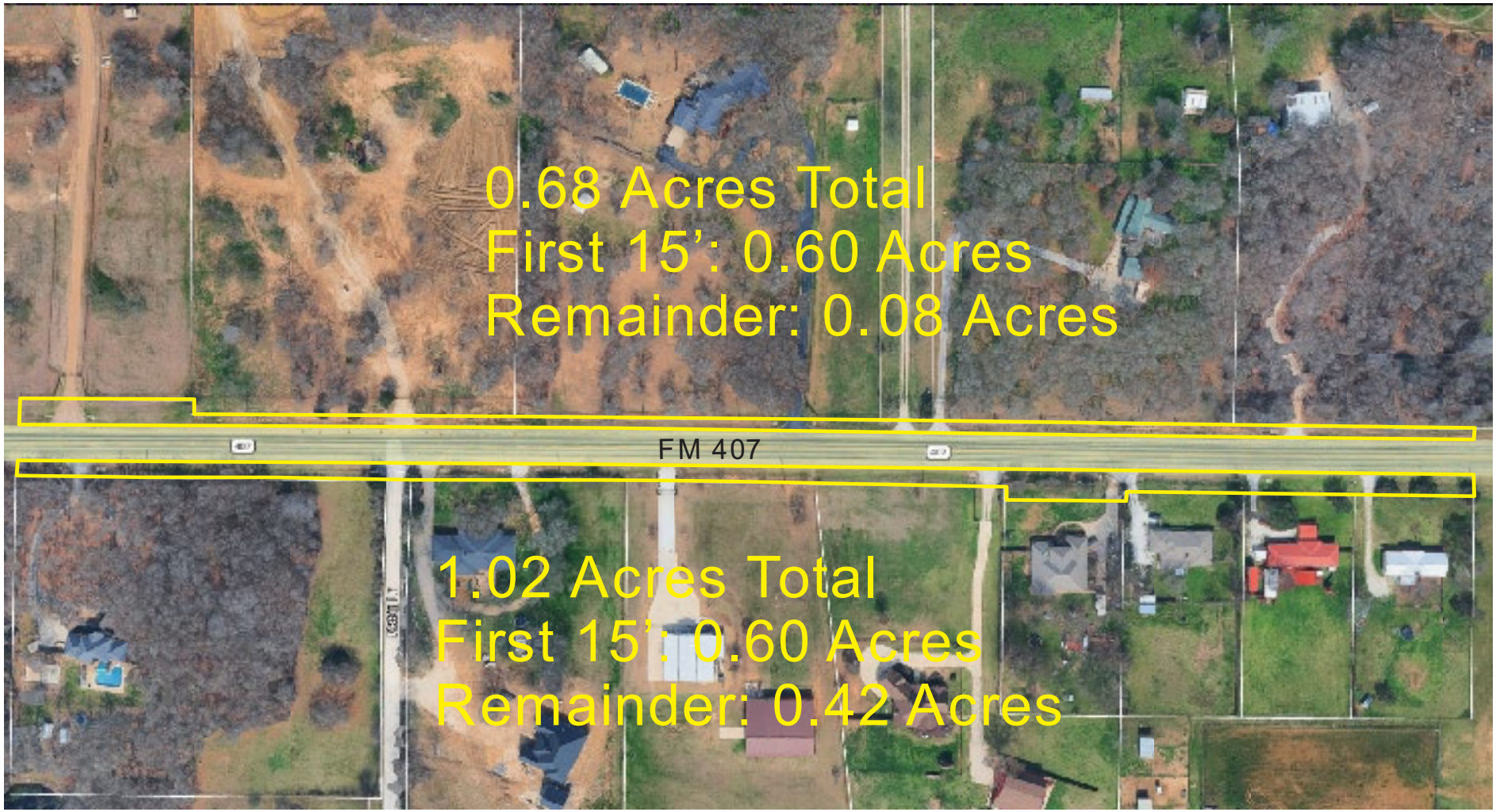
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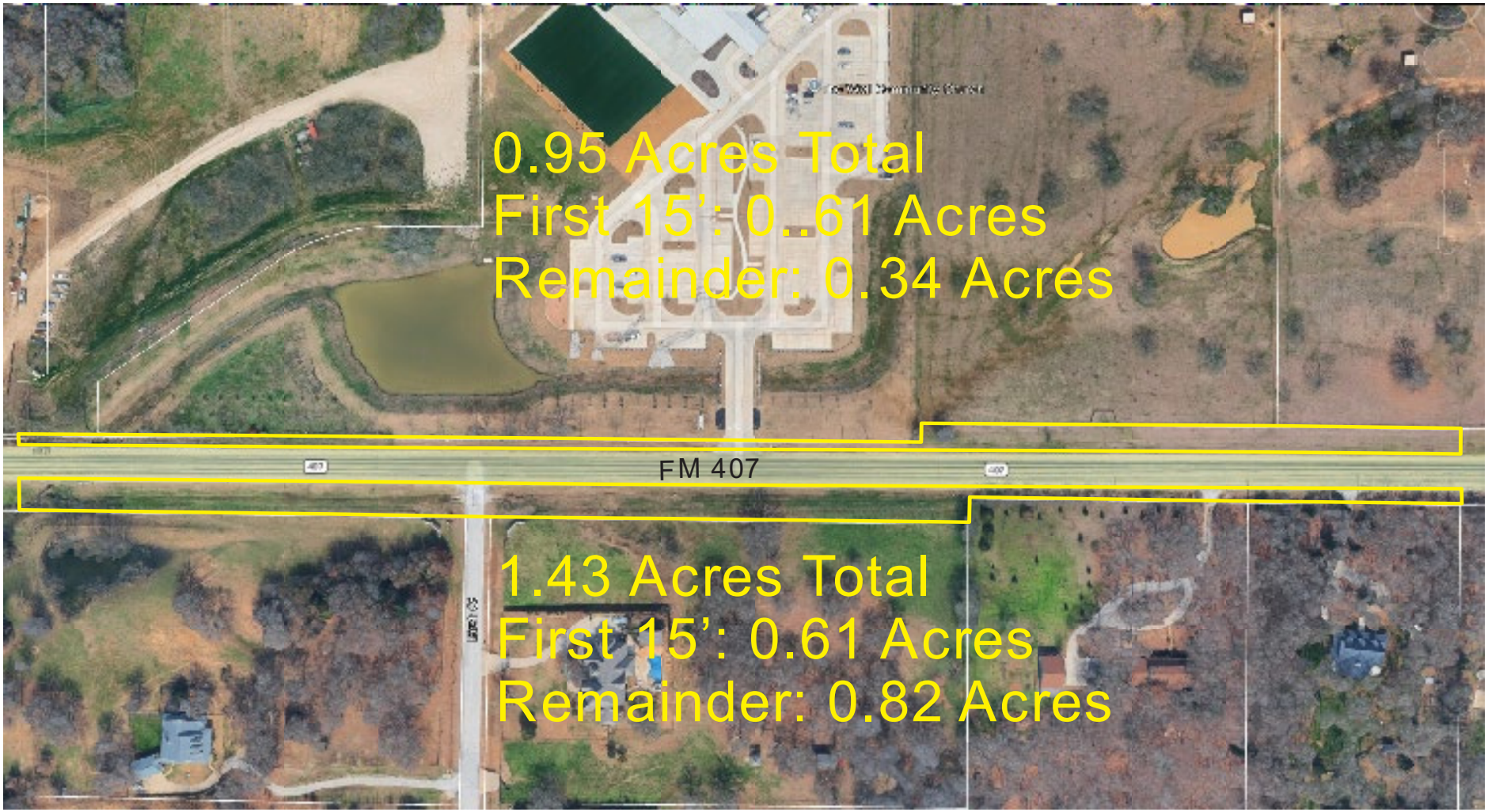
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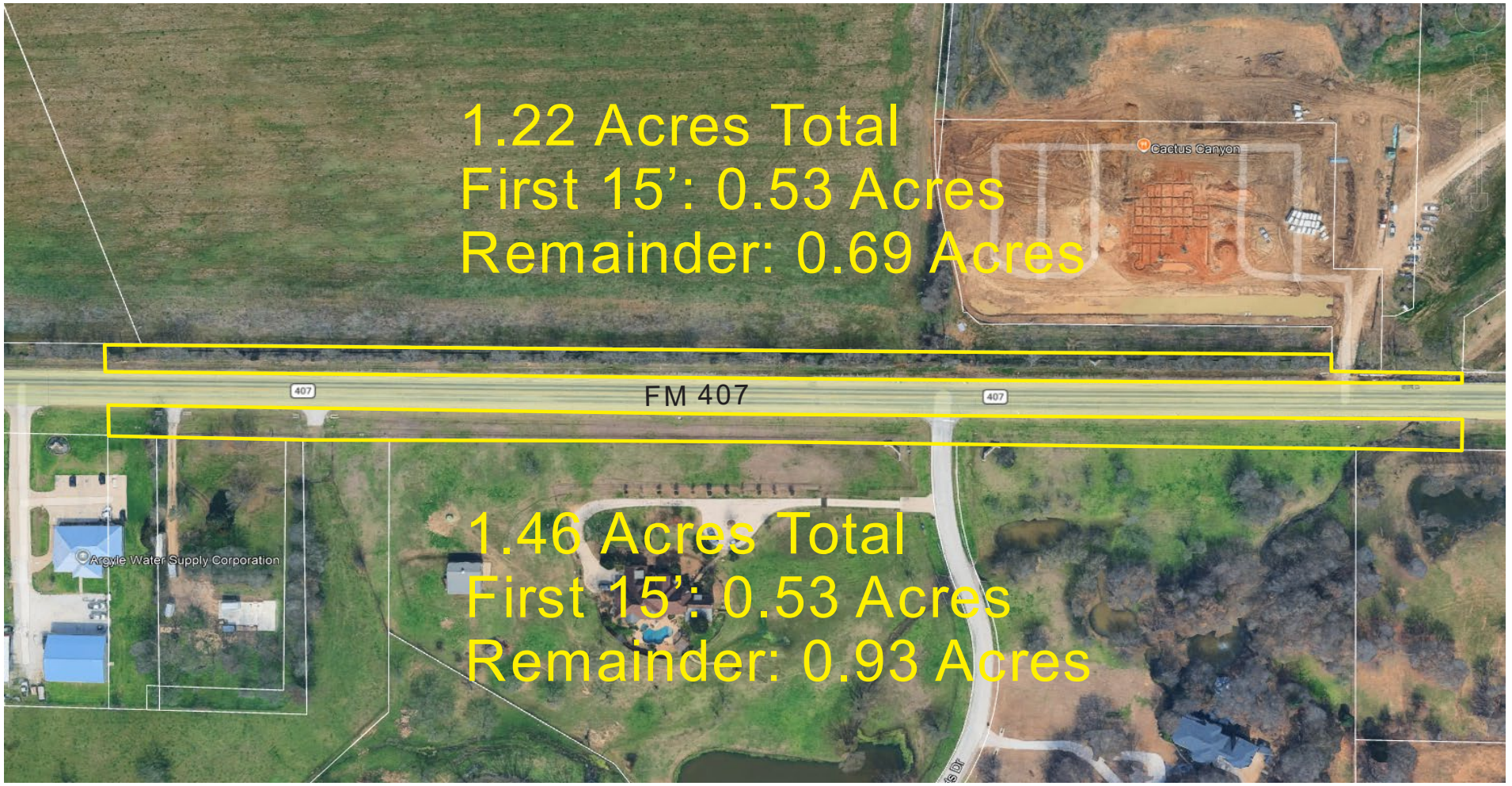
FM 407 ROW (Sheet 11/15)



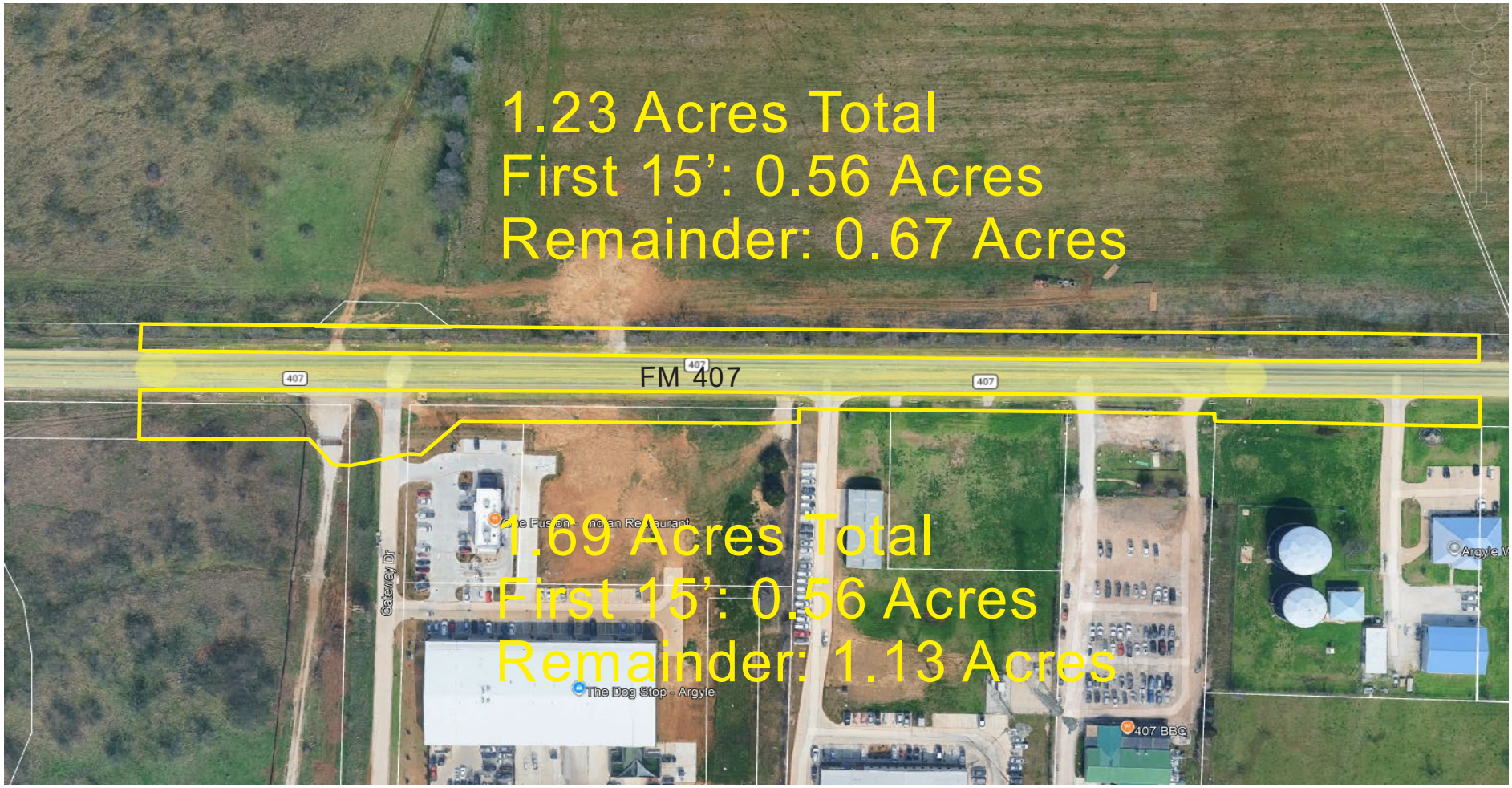
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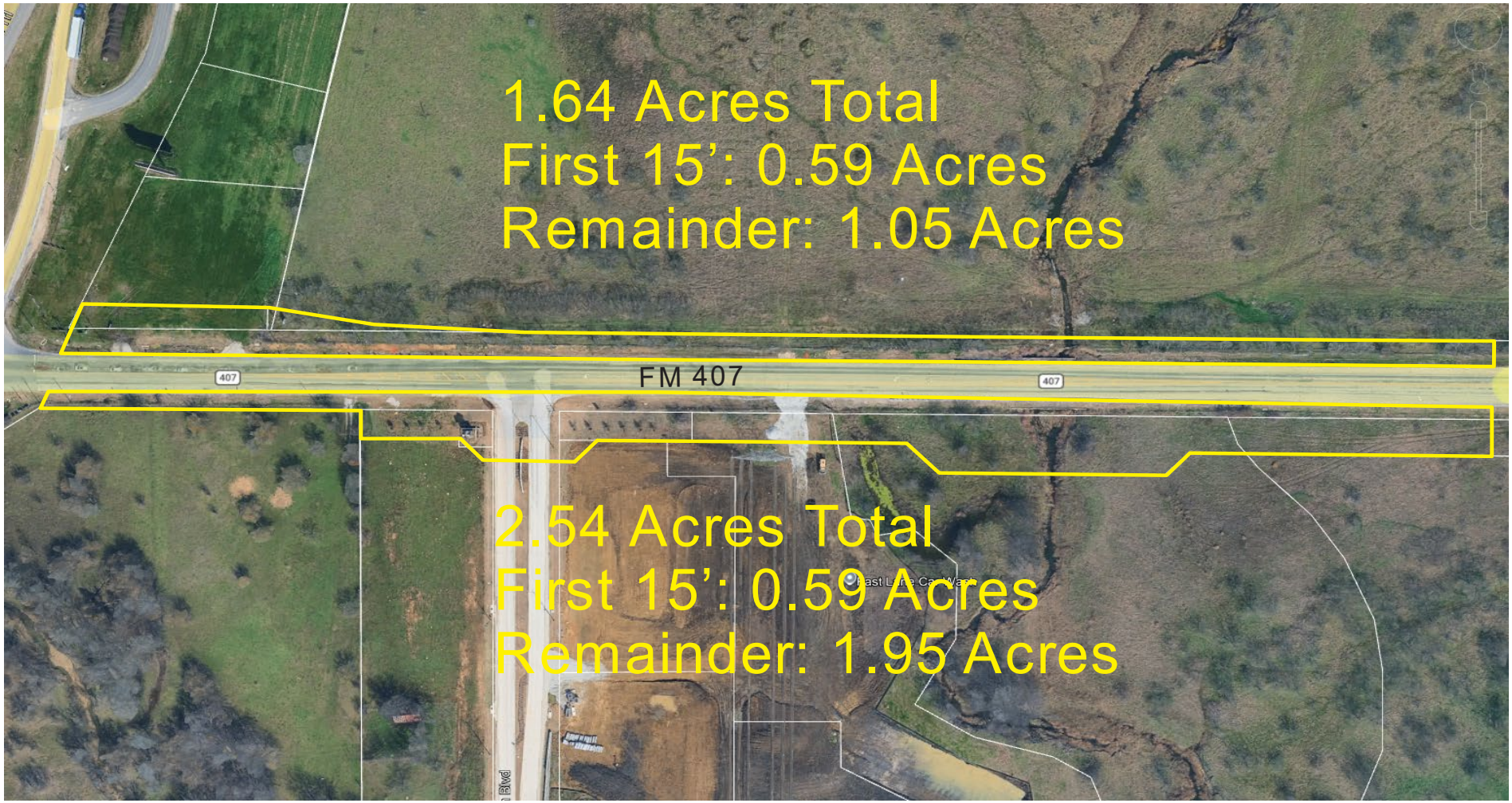
FM 407 ROW (Sheet 13/15)



FM 407 ROW (Sheet 14/15)



FM 407 ROW (Sheet 15/15)



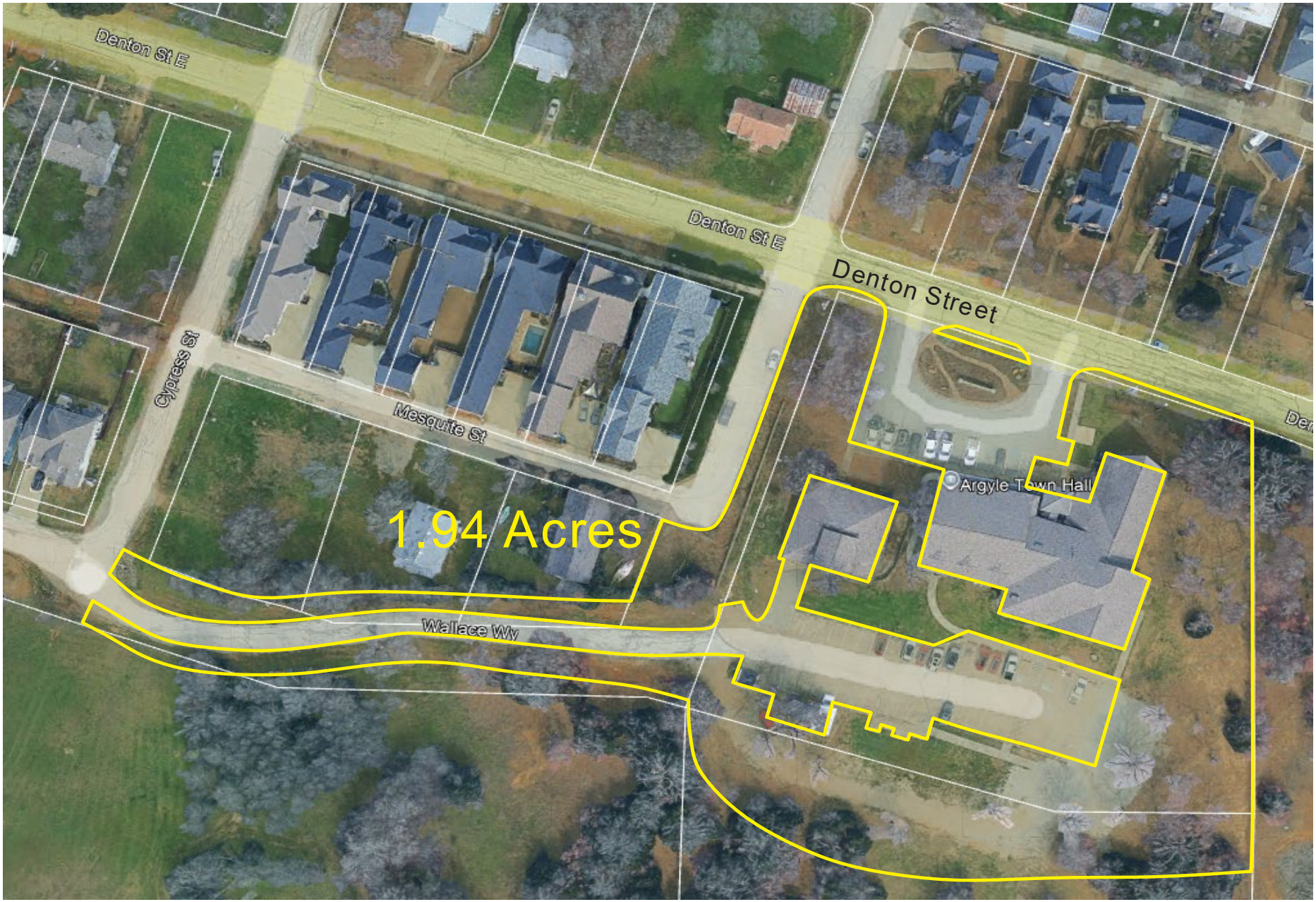
PointBank Wallace Lynch Park



Unity Park



Town Hall


Denton St E
Denton St E
Denton Street
Cypress St
Mesquite St
Argyle Town Hall
1.94 Acres
Wallace Wy

Public Works Building



Lift Station 1, Crawford Street



Lift Station 2, Payton Place



Lift Station 4, Waterbrook



Lift Station 5, The Oaks



Lift Station 6, 5T Ranch



Village Way


Village Way
Village Way
Village Way
Village Way
0.16 Acres
0.29 Acres
0.21 Acres
Collin St
Collin St
Nina's Nails
Image Landsat / Copernicus

Harrison Street



Collin Street



EXHIBIT C
Cost Worksheet

EXHIBIT A — COST WORKSHEET (BASE PRICING)

Town of Argyle RFP 2026-006 — Lawn Maintenance Services

Enter your price in the yellow "Cost Per Mowing Cycle" column (column F). Annual costs and totals calculate automatically.

Maintenance Area	Service Type	Acres	Frequency Per Week	Number of Weeks	Cost Per Mowing Cycle (USD)	Annual Cost (USD)
Ben Boyd	Finish Mow + Trim	0.25	0.50	35	$78.68	$1,376.90
Old Park	Finish Mow + Trim	0.93	1.00	35	$131.14	$4,589.90
East Harpole Curve	Finish Mow + Trim	2.42	0.50	35	$316.55	$5,539.63
West Front Street	Finish Mow + Trim	1.82	0.50	35	$238.01	$4,165.18
Crawford Roundabout	Finish Mow + Trim	1.67	1.00	35	$218.19	$7,636.65
C Taylor at Old Justin	Finish Mow + Trim	0.39	1.00	35	$78.68	$2,753.80
US 377 at FM 407	Finish Mow + Trim	1.76	1.00	35	$229.92	$8,047.20
US 377 ROW	Finish Mow + Trim (TxDOT coord.)	18.37	0.50	35	$826.65	$14,466.38
FM 407 ROW (Finish Mow)	Finish Mow + Trim (TxDOT coord.)	17.28	0.50	35	$777.60	$13,608.00
FM 407 ROW (Tractor Mow)	Tractor Mow (TxDOT coord.)	16.39	0.25	35	$1,884.85	$16,492.44
PointBank Wallace Lynch Park	Finish Mow + Trim	1.57	1.00	35	$205.25	$7,183.75
Unity Park	Finish Mow + Trim	6.11	1.00	35	$310.37	$10,862.95
Police Department Building	Hedge Trim + Beds only	0.00	0.25	35	$39.27	$343.61
Town Hall	Finish Mow + Trim + Hedges + Beds	1.94	1.00	35	$122.38	$4,283.30
Public Works Building	Finish Mow + Trim	0.26	1.00	35	$65.60	$2,296.00
Lift Station 1, Crawford Street	Finish Mow + Trim	0.26	0.50	35	$65.60	$1,148.00
Lift Station 2, Payton Place	Finish Mow + Trim	0.07	0.50	35	$65.60	$1,148.00
Lift Station 4, Waterbrook	Finish Mow + Trim	0.81	0.50	35	$106.05	$1,855.88
Lift Station 5, The Oaks	Finish Mow + Trim	0.02	0.50	35	$32.81	$574.18
Lift Station 6, 5T Ranch	Finish Mow + Trim	0.09	0.50	35	$32.81	$574.18
Village Way	Finish Mow + Trim	0.66	1.00	35	$86.23	$3,018.05
Harrison Street	Finish Mow + Trim	0.09	1.00	35	$65.60	$2,296.00
Collin Street	Finish Mow + Trim	0.14	1.00	35	$79.73	$2,790.55
				TOTAL ANNUAL BASE COST		**$117,050.53**

Notes:

- *"Cost Per Mowing Cycle" is the price for one complete mowing cycle of the entire maintenance area as defined.*
- *Annual Cost = Cost Per Mowing × Frequency Per Week × Number of Weeks (35 weeks).*
- *"Frequency Per Week" of 0.50 means every other week (bi-weekly); 0.25 means once every four weeks; 1.00 means weekly.*
- *Police Department Building is hedge/bed maintenance only (0.00 acres of turf).*
- *Acreages are approximate; verify during site visit.*
- *All pricing must include labor, equipment, fuel, materials, supervision, mobilization, demobilization, hauling/disposal, traffic control, insurance, and overhead.*

EXHIBIT D
Insurance Requirements

TOWN OF ARGYLE INSURANCE REQUIREMENTS

The Successful Respondent shall procure and maintain for the duration of the contract, at its own expense, the following insurance coverages with limits not less than those specified below. All coverages shall be procured from insurers authorized to do business in the State of Texas and rated A- VII or better by A.M. Best & Company. All insurance shall be issued by insurers licensed to do business in the State of Texas and acceptable to the Town of Argyle.

I. Commercial General Liability Insurance
   A. CGL limits of not less than $1,000,000 each occurrence and $2,000,000 General Aggregate;
   B. $2,000,000 Products / Completed Operations Aggregate;
   C. $1,000,000 per person or organization (Personal and Advertising Injury);
   D. CGL coverage shall be written on ISO Form CG 00 01 04 13 (or substitute form providing equivalent coverage), occurrence form. Claims-made forms are not acceptable;
   E. Coverage shall include premises and operations, independent contractors, products and completed operations, personal and advertising injury, and broad form contractual liability;
   F. The Town of Argyle, its officers, officials, employees, boards, commissions, and volunteers shall be included as Additional Insureds on the CGL policy using ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13 (or endorsements providing equivalent coverage). Coverage for the Additional Insured shall be as broad as the coverage provided for the named insured Contractor and shall apply as Primary and Non-Contributory Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insured;
   G. The General Aggregate shall be endorsed to apply separately to each project;
   H. Contractor shall maintain CGL coverage for itself and all Additional Insureds for the duration of the contract and maintain Completed Operations coverage for itself and each Additional Insured for at least as long as the Texas Statute of Repose after completion of work.

II. Automobile Liability
   A. Business Auto Liability with limits of at least $1,000,000 each accident, Combined Single Limit;
   B. Business Auto coverage must include liability arising out of all owned, leased, hired, and non-owned automobiles.

III. Worker's Compensation and Employers Liability
   A. Statutory Workers' Compensation for all persons performing labor for the Contractor on Town property;
   B. Employer's Liability Insurance limits of at least $1,000,000 each accident or bodily injury, $1,000,000 policy limit for disease, and $1,000,000 each employee for injury by disease;
   C. Workers' Compensation alternative programs are not allowed.

IV. Pesticide / Herbicide Applicator Liability (if applicable)
   A. If the Contractor will perform any chemical, herbicide, or pesticide application under this contract, the Contractor shall maintain Pesticide / Herbicide Applicator Liability coverage with limits of not less than $1,000,000 each occurrence. This coverage may be provided as part of the CGL policy or as a separate endorsement.

V. Additional Requirements
   A. Contractor waives all rights against the Town and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, or Workers' Compensation and Employer's Liability insurance maintained per the requirements stated above (Waiver of Subrogation);
   B. Contractor shall certify and provide that its subcontractors maintain the insurance requirements stated above;
   C. Each policy required hereby shall be endorsed to require the insurer to give the Town at least thirty (30) days prior written notice of cancellation, non-renewal, or material reduction in coverage (ten (10) days for non-payment of premium);
   D. Contractor's insurer(s) shall maintain a rating of A- VII or better as set by A.M. Best and Company and be authorized to transact business in the State of Texas by the Texas Department of Insurance;
   E. Contractor shall provide to the Town a Certificate of Insurance, in a form required by the Texas Insurance Code, evidencing at least the limits required above and the endorsements required hereby. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the Town with a new or replacement Certificate of Insurance, including the

required endorsements, as proof of renewal of said policy and endorsements;

F. These requirements are the minimum for any contractor working on Town projects. Depending on the nature of the project, additional limits and/or coverage may be required;

G. By requiring such coverage, the Town shall not be deemed to have assessed the risk that may be applicable to the Contractor under this agreement. The Contractor shall assess its own risks and, if it deems appropriate or prudent, maintain higher limits or broader coverage. The Contractor is not relieved of any liability or other obligations under this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

EXHIBIT E
Required Forms

Required Submittal Documents

VENDOR STATEMENT OF AGREEMENT

We value the Town's relationship with you and strive to be a desirable business partner. Account Payable always makes every effort to get payment to our vendors within the terms agreed to and for the correct amount. It is with the goal in mind that we offer the following information in the Vendor Statement of Agreement form. Our hope is that you will find it useful and that it will help eliminate avoidable delays in payment. Please read all pertinent information below regarding the accounts payable process and function with respect to our vendors. Afterwards, complete, sign, and return this document with our Conflict-of-Interest Questionnaire form and W-9 Form. Thank you!

- The Town of Argyle requires all Vendors who desire to do business with the Town to sign the acknowledgement at the bottom of this form, W-9 Form, and Conflict-of-Interest Questionnaire form.
- A Purchase Order is required before any department may make a purchase of goods or services.
- Invoices must be submitted via email to accounting@argyletx.com.
- The Purchase Order Number must be shown by the vendor on all invoices and/or related invoices, delivery memoranda, bills of landing, packages and/or correspondence. No reference to a purchase order may delay payment.
- All prices, unless otherwise specified, are delivered with shipping or transportation charges prepaid.
- The Town of Argyle is exempt from sales tax. Tax ID 75-1745829
- Payment for goods and/or services will be paid within the payment terms or not later than 30 days after receipt of the proper invoice.
- Vendors have the option of utilizing EFT (electronic funds transfer) for receiving payment at no cost.

By signing below, you are acknowledging that you have read this page.

Corey McCort

PRINTED NAME OF SIGNATORY

Corey McCort

SIGNATURE

5/26/26

DATE

EXHIBIT D-1

Required Submittal Documents

NON-COLLUSION STATEMENT

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREP ARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

BrightView Landscape Services, Inc.
VENDOR

1252 W Dove Road, Southlake TX 76092
ADDRESS

469-344-1267
PHONE

FAX

PROPOSER (SIGNATURE)

Craig Zuczek
PROPOSER (PRINTED NAME)

Business Developer Executive
POSITION WITH COMPANY

Corey McCort
SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

Corey McCort
COMPANY OFFICIAL (PRINTED NAME)

Regional Vice President
COMPANY OFFICIAL POSITION

EXHIBIT D-3

Required Submittal Documents

HUB VENDOR STATUS

___YES (attach certification)

☑NO

HUB vendors (Historically Underutilized Businesses) are vendors whose company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond in the affirmative, and attach a copy of your certification.

If you would like to read the Texas bid statue which references HUB Vendors, please follow this link
http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.html

EXHIBIT D-4

Required Submittal Documents

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
BrightView Landscape Services, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) 5
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
1252 W. Dove Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Southlake, TX 76092

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
7 5 - 1 2 4 4 4 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date 2/17/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Required Submittal Documents

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

BrightView Landscape Services, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NOT APPLICABLE - NOTHING TO DISCLOSE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NOT APPLICABLE - NOTHING TO DISCLOSE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Corey McCort	Corey McCort	5/26/26
Name of signatory	Signature	Date

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 8/14/2024

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2025

10/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1568353 BRIGHTVIEW LANDSCAPES, LLC 980 JOLLY ROAD, SUITE 300 BLUE BELL PA 19422	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : American Guarantee and Liab. Ins. Co. — 26247 INSURER C : American Zurich Insurance Company — 40142 INSURER D : Everest Indemnity Insurance Company — 10851 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 22728722 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR APPLIES GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	GLO 5096424 00	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 2,000,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	BAP 5096426-00	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB EXCESS LIAB DED X RETENTION $ OCCUR CLAIMS-MADE	N	N	ZAU 5085968-21	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE SIR APPLIES	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 509642100 (AOS) WC 509642200 (WI)	10/1/2025 10/1/2025	10/1/2026 10/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	EXCESS AUTO LIABILITY	N	N	XC5BF00001-241	10/1/2024	10/1/2027	$5,000,000 EACH OCC	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE.

CERTIFICATE HOLDER	CANCELLATION
22728722 BRIGHTVIEW LANDSCAPE SERVICES, INC. 980 JOLLY ROAD SUITE 300 BLUE BELL PA 19422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Joseph M Agnello

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EXHIBIT F
Texas Required Contract/Purchase Order Terms and Conditions

Required Submittal Documents

TEXAS' REQUIRED CONTRACT / PURCHASE ORDER TERMS & CONDITIONS
Updated August 2021

The following terms and conditions are required by the Texas State Legislature. The Town of Argyle cannot enter into a contract without a statement from the vendor affirming that they agree to the terms and conditions below.

PROHIBITION OF BOYCOTT OF ENERGY COMPANIES: By accepting this contract or purchase order, Vendor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if:

1. Professional (or Contractor) has ten (10) or more fulltime employees and
2. This Agreement has a value of $100,000 or more to be paid under the terms this Agreement.

PROHIBITION OF DISCRIMINATION AGAINST FIREARMS ENTITIES AN FIREARM TRADE ASSOCIATIONS: By accepting this contract or purchase order, Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. This section only applies if:

1. Professional (or Contractor) has ten (10) or more fulltime employees and
2. This Agreement has a value of $100,000 or more to be paid under the terms of this Agreement; and does not apply:
    a. If Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity;
    b. To a contract with a sole-source provider; or
    c. To a contract for which none of the bids from a company were able to provide the required certification.

PROHIBITION OF BOYCOTT OF ISRAEL AND OF DOING BUSINESS WITH CERTAIN ENTITIES: By accepting this contract or purchase order, Vendor verifies that his-her company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and Subchapter F, Government Code Chapter 2252:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the Town of Argyle, Texas; and

EXHIBIT D-5

Required Submittal Documents

3. Does not do business with Iran, Sudan, or a Foreign Terrorist Organization

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Pursuant to Section 2252.151, Texas Government Code:

1. "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

BrightView Landscape Services, Inc.
COMPANY NAME

Corey McCort
PRINTED NAME OF SIGNATORY

Corey McCort
SIGNATURE

Regional Vice President
TITLE

5/26/26
DATE

EXHIBIT D-5

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss and consider Resolution 2026-36 an amendment to the Development Agreement for the Marsden Tract Development to add additional owner responsibilities for construction of public improvements and to authorize the Town Manager and Mayor to review owner bid amounts and payment therefor in an amount not to exceed $950,000 and authorizing the Mayor to execute necessary documents.

BACKGROUND INFORMATION:

As work to develop Main Street through the northwest portion of the future Town Center continues, it is cost effective for the Town to partner with the developer of the Argyle Marketplace to construct the following items:

Electrical hookups which can be used for specical events in that area.

A restroom for Argyle Nature Trail use.

The portion of Main Street crossing the Argyle Marketplace property

The portion of Main Street linking the Argyle Marketplace property to the parking lot to the North of the Argyle Nature Trail.

Staff proposes to utilize funds allocated in the FY26 budget for park improvements and from the FY26 MDD Budget for Town Center. The amount originally budgeted for park improvements was $206,240 In addition, during their meeting on June 2, 2026, the

Municipal Development District (MDD) voted to approve an amendment to the Development Agreement for the Marsden Tract Development in an amount not to exceed $250,000 in MDD funds. This amount comes from a budgeted line item for FY25-26 in the MDD project development fund allocated for items related to the Town Center District. The total amount in that line is $375,000.

If approved the amended amount of up to $950,000 would assist with costs related to road construction of Main Street on the Marsden Tract development and Town owned property for the Argyle Nature Trail. Staff is working with the Developer to finalize these numbers at this time. The Amendment provides for an approval process in which the Town will receive final contract prices from the Developer prior to construction allowing the Town to accept or reject the contractor's final pricing. This intended to prevent construction delays and hold the contractor accountable.

FISCAL IMPACT:

☐ Not Applicable
☒ Proposed Expenditure: $950,000
☒ General Ledger Code: 215-5-120-7110, 100-5-521-4910 and GF Fund Balance
☐ Proposed Revenue:
☐ Budget Amendment Required: No
☒ Financial Review Completed by: Mike Sims

LEGAL REVIEW:

The Town Attorney reviewed this item.

ATTACHMENTS:

Resolution 2026-36
Exhibit A - Amendment to Development Agreement

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2026-36, and authorize the Mayor to execute same on behalf of the Town.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-36

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MARSDEN TRACT DEVELOPMENT TO ADD ADDITIONAL OWNER RESPONSIBILITIES FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS AND TO AUTHORIZE THE TOWN MANAGER AND MAYOR TO REVIEW OWNER BID AMOUNTS AND PAYMENT THEREFOR IN AN AMOUNT NOT TO EXCEED $950,000 AND AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS.

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

WHEREAS: The Owner and Town wish to proceed with the Owner constructing certain public improvements on behalf of the Town, including installing items 3.4 a) i. public restroom, ii. electric service, iv. on-site Main Street decorative pavers, and v. off-site Main Street connection.

WHEREAS: The Municipal Development District voted to approve an amendment to the Development Agreement for the Marsden Tract Development in an amount not to exceed $250,000, with an affiliate company of CDI 60 Hawk LLC, on their June 2, 2026, regular meeting and recommended Town Council approval of said first amendment to the Development Agreement for the Marsden Tract Development, otherwise known as the Argyle Marketplace; and

WHEREAS: The Town Council budgeted funding for Park Improvements in the FY26 budget at $206,240 and seeks to make beneficial improvements to accessing and enjoying the Argyle Nature Trail; and

WHEREAS: The Town Council finds it expedient to authorize the Town Manager and Mayor to finalize approval of Owner bid amounts for the public improvements based on the Preliminary Estimates provided in the First Amendment in an amount not to exceed $950,000; and

WHEREAS: The Town Council desires to approve the First Amendment to the Development Agreement for the Marsden Tract Development to facilitate construction of these improvements at Town expense.

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

SECTION 1. That the Mayor is authorized to execute the First Amendment to the Development Agreement for the Marsden Tract as shown in form attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 2. That this Resolution shall become effective immediately upon passage, and it is so resolved.

PASSED AND APPROVED this the 15th day of June 2026.

Town of Argyle, Texas

Ronald Schmidt, Mayor

ATTEST:

Erika McComis, Town Secretary

FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

Marsden Tract

This FIRST AMENDMENT to the Chapter 380 Economic Development Incentive Agreement (the "**First Amendment**") is made and entered into by CDI 60 HAWK, LLC, a Texas limited liability company ("**Owner/Developer**" or "**Owner**"), the TOWN OF ARGYLE, a municipality created, existing, and organized under the laws of the State of Texas ("**Town**"), and the ARGYLE MUNICIPAL DEVELOPMENT DISTRICT, an economic development corporation authorized under Chapter 377 of the Texas Local Government Code **("District")**, individually referred to as a "**Party**" and collectively as the "**Parties**."

Recitals

WHEREAS, on December 10, 2025, the Parties entered into that certain Economic Development Agreement (the **"Original Agreement"**); and

WHEREAS, the Parties now desire to make this First Amendment to the Original a\Agreement; and

WHEREAS, the Original Agreement is in full force and effect without default by any Party.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Save and except as amended herein, the Original Agreement shall remain in full force and effect.

2. Section 3.4 is hereby amended to add the following provisions:

. . . .

(iv) Install decorative pavers meeting the Town's specifications along the route of Main Street on the Property from the northeast corner of the Property to the southern boundary of the Property.

(v) Construct Main Street to the Town's specifications, off-site of the Property, from the northeast corner of the Property to southern edge of the parking lot currently on the Town-owned Argyle Nature Trail parcel.

b) Owner shall install items 3.4 a) i. public restroom, ii. electric service, iv. on-site Main Street decorative pavers, and v. off-site Main Street connection. **Exhibit E**, attached hereto an incorporated herein ("**Preliminary Estimates**") contains the agreed upon preliminary cost estimates for these items. Owner shall provide formal notice to Town of final contractor pricing to the Town for each item, which in total, for all items authorized, shall not exceed $950,000. Town shall have 2 business days to provide written notice to Owner accepting or rejecting final contractor pricing. Any Owner recommended or Town requested change to the final contractor pricing approved by Town shall only be billed to Town if accepted by both Parties in writing.

3. Save and except as amended by this First Amendment, the Original Agreement shall remain in full force and effect.

EXECUTED by the Parties as of the date of the last signatory below.

Owner/Developer:

CDI 60 HAWK, LLC,
a Texas limited liability company

By: Colo Investment Manager, LLC,
a Texas limited liability company,
its manager

By:_____
Stephen Shannon, Manager

Date: _____

Municipal Development District

_____
_____ Chairman

Date: _____

Town

TOWN OF ARGYLE, TEXAS
a Texas Municipality

_____
Cynthia Hermann, Mayor Pro-Tem

Date: _____

ATTEST:

BY: _____
Erika McComis, Town Secretary

EXHIBIT E

Preliminary Estimates

Item	Preliminary Cost Estimate
Public Restroom	$100,000
Electric Service	$50,000
On-site Main Street Pavers	$250,000
Off-site Main Street Pavers	$550,000
Total	$950,000

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Action Item	June 15, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discuss, consider, and take action on Resolution No. 2026-34, a resolution of the Town Council of the Town of Argyle, Texas, adopting a revised general pay for civilian employees for the Town of Argyle.

BACKGROUND INFORMATION:

The current pay plan was adopted October of 2024 and is not refective of various changes. This item as an opportunity for Council to review and, if desired, put an updated General Pay Plan for Civilian employees in place. Staff anticipates additional work to assess and recommend any updates to the Police Department STEP plan and proposes to consider that item in the near future.

Staff recommends an update to the Compensation Plan to reflect the following:

Organizational update to eliminate the Municipal Services Director position. This action is now in effect and the proposed Pay Plan formally removes that position.

Council has approved the Town Council Liaison position and the Executive Assistant positions but they are not on the General Pay Plan. The proposed Pay Plan adds those positions.

There have various updates to the names and standing of certain positions (for example, changed titles for civilian administrative staff in PD and hired a replacement for the Principal Planner at a lower Senior Planner level).

The survey of surrounding communities from January 2026 and presented at the March Town Council meeting provided a basis for makng our pay scale reflective of the current market. This Pay Plan adjusts the high, midpoint, and low ranges based of positions consistent with the midpoints of our recent salary survey. This provides a guide in hiring new employees and limitations to staff compensation levels.

This action does not create any internal salary adjustments; this is the Pay Plan, not any individual's compensation. No compensation adjustments to internal staff are recommended as part of this action.

This impacts civilian only, not the PD STEP plan.

The current and draft update are provided for Council review.

FISCAL IMPACT:

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

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

A. Resolution No. 2026-34
B. Resolution No. 2024-31

RECOMMENDED MOTION AND/OR ACTION:

Move to adopt Resolution No. 2026-34.

TOWN OF ARGYLE, TEXAS
RESOLUTION NO. 2026-34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ADOPTING A REVISED GENERAL PAY PLAN OF THE TOWN OF ARGYLE; ESTABLISHING COMPENSATION ADMINISTRATION GUIDELINES; PROVIDING AUTHORITY FOR THE ADMINISTRATION OF EMPLOYEE COMPENSATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle desires to maintain a compensation system that establishes fair and equitable compensation within the organization, reflects relevant market conditions, promotes employee retention and performance, and is maintained in accordance with sound business and governmental practices; and

WHEREAS, the Town Council is committed to maintaining a fair, equitable, competitive, and fiscally responsible compensation system and desires to establish clear guidelines regarding employee compensation administration, merit increases, salary adjustments, and Council oversight of compensation actions; and

WHEREAS, the Town Council finds that adoption of a revised General Pay Plan and associated compensation administration policies serves the best interests of the Town and its employees.

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

Section 1. Findings.

The foregoing recitals are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. Adoption of General Pay Plan.

The Town Council hereby adopts the revised General Pay Plan attached hereto as Exhibit "A," effective June 16, 2026.

Section 3. Compensation Administration.

The Town Administrator and/or his or her designee shall administer the General Pay Plan and employee compensation program in accordance with the policies established by the Town Council.

The Town Council shall establish salary ranges for positions and authorize compensation funding through the annual budget process.

The Town Administrator shall have the authority to determine starting salaries, merit adjustments, promotions, and other compensation actions for employees, provided such compensation remains within the salary range and compensation administration policy as approved by the Town Council and within available budget appropriations.

Any proposed starting salary for a newly hired employee that exceeds the midpoint of the approved salary range for the position shall require prior approval of the Town Council.

Section 4. Merit Increase Program.

The Town Council may, at its sole discretion during the annual budget process, authorize and fund a performance based merit increase program for employees who meet or exceed established performance standards.

No merit increase shall be awarded unless specifically approved and funded by the Town Council through the annual budget process.

Any merit increase awarded shall not exceed the amount, percentage, methodology, or funding authorized by the Town Council.

The authorization and funding of merit increases shall be subject to the financial condition, budgetary priorities, and appropriations of the Town.

Section 5. Performance Evaluations.

To be eligible for consideration under any Town Council approved merit increase program, each employee shall receive a performance evaluation annually.

Performance evaluations for all non-sworn employees shall be completed no later than April 1 of each year.

Sworn law enforcement personnel shall be evaluated annually on their anniversary date of hire or anniversary date of promotion in accordance with departmental policy.

Employees must meet the performance standards established by the Town and any additional eligibility requirements established by the Town Council in order to qualify for a merit increase.

Employees who have not received a completed performance evaluation within the prescribed timeframe shall not be eligible for a merit increase until such evaluation has been completed.

Section 6. Compensation Adjustments Requiring Town Council Approval.

Except for merit increases specifically authorized and funded by the Town Council through the annual budget process, any salary adjustment, promotion increase, or other compensation increase that, individually or cumulatively during a fiscal year, exceeds five percent (5%) of an employee's base salary shall require prior approval of the Town Council.

Nothing herein shall prohibit the Town Council from approving compensation adjustments in excess of five percent (5%) when deemed necessary and in the best interest of the Town.

Section 7. Effective Date.

This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE THIS THE 15th DAY OF JUNE 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

GENERAL PAY PLAN (Proposed June 15, 2026)

There is a 3.5% separation between each one numerical grade.

Midpoint is 20% higher than Minimum. Maximum is 40% higher than Minimum.

Grade	FLSA Status	Job Title	Basis	Minimum	Midpoint	Maximum
108	NE	Maintenance Worker	A	$39,981.47	$47,977.77	$55,974.06
	NE	Marketing Specialist	M	$3,331.79	$3,998.15	$4,664.50
		Civilian Admin Asstant I	B	$1,537.75	$1,845.30	$2,152.85
			H	$19.22	$23.07	$26.91
109	NE	Administrative Assistant I	A	$41,380.82	$49,656.99	$57,933.15
	NE	Civilian Admin Assistant II	M	$3,448.40	$4,138.08	$4,827.76
			B	$1,591.57	$1,909.88	$2,228.20
			H	$19.89	$23.87	$27.85
110	NE	Court Clerk	A	$42,829.15	$51,394.98	$59,960.81
	NE	Civilian Senior Admin Assistant	M	$3,569.10	$4,282.92	$4,996.73
			B	$1,647.28	$1,976.73	$2,306.19
			H	$20.59	$24.71	$28.83
111	NE	Administrative Assistant II	A	$44,328.17	$53,193.81	$62,059.44
			M	$3,694.01	$4,432.82	$5,171.62
			B	$1,704.93	$2,045.92	$2,386.90
			H	$21.31	$25.57	$29.84
113	NE	Accounting Technician	A	$47,485.45	$56,982.53	$66,479.62
	NE	Permit Clerk	M	$3,957.12	$4,748.54	$5,539.97
	NE	Equipment Operator	B	$1,826.36	$2,191.64	$2,556.91
			H	$22.83	$27.40	$31.96
114	NE	Development Coordinator	A	$49,147.44	$58,976.92	$68,806.41
	NE	Code Enforcement Officer	M	$4,095.62	$4,914.74	$5,733.87
	NE	Executive Assistant	B	$1,890.29	$2,268.34	$2,646.40
			H	$23.63	$28.35	$33.08
116	NE	Code Enforcement/Construction Insp.	A	$52,647.96	$63,177.55	$73,707.15
			M	$4,387.33	$5,264.80	$6,142.26
			B	$2,024.92	$2,429.91	$2,834.89
			H	$25.31	$30.37	$35.44
117	NE	Crew Lead	A	$54,490.64	$65,388.77	$76,286.90
	NE	Public Works Inspector	M	$4,540.89	$5,449.06	$6,357.24
			B	$2,095.79	$2,514.95	$2,934.11
			H	$26.20	$31.44	$36.68
118	NE	Public Works Operations Supervisor	A	$56,397.81	$70,046.08	$78,956.94
			M	$4,699.82	$5,837.17	$6,579.74
			B	$2,169.15	$2,694.08	$3,036.81
			H	$27.11	$33.68	$37.96
180	E	Senior Planner	A	$73,766.80	$88,520.16	$103,273.52
	E	Court Administrator	M	$6,147.23	$7,376.68	$8,606.13
			B	$2,837.18	$3,404.62	$3,972.06
			H	$35.46	$42.56	$49.65
200	E	Principal Planner	A	$81,963.11	$98,355.73	$114,748.35
	E	Town Council Liaison	M	$6,830.26	$8,196.31	$9,562.36
			B	$3,152.43	$3,782.91	$4,413.40
			H	$39.41	$47.29	$55.17
204	E	Accounting Manager	A	$97,235.14	$116,682.17	$136,129.20
			M	$8,102.93	$9,723.51	$11,344.10
			B	$3,739.81	$4,487.78	$5,235.74
			H	$46.75	$56.10	$65.45
207	E	Assistant Town Administrator	A	$107,806.34	$129,367.61	$150,928.88
			M	$8,983.86	$10,780.63	$12,577.41
			B	$4,146.40	$4,975.68	$5,804.96
			H	$51.83	$62.20	$72.56
209	E	Public Works Director	A	$115,484.85	$138,581.82	$161,678.78
	E	Community Development Director	M	$9,623.74	$11,548.48	$13,473.23
	E	Town Secretary/Town Treasurer	B	$4,441.72	$5,330.07	$6,218.41
			H	$55.52	$66.63	$77.73
213	E	Police Chief	A	$132,521.52	$159,025.82	$185,530.12
			M	$11,043.46	$13,252.15	$15,460.84
			B	$5,096.98	$6,116.38	$7,135.77
			H	$63.71	$76.45	$89.20

Mayor and Council Agenda Item Memorandum

ITEM TYPE	MEETING DATE:
Discussion Item	June 15, 2026

PRESENTER:

Mike Sims, Town Manager

REQUESTED BY:

N/A

ITEM DESCRIPTION:

Discussion on Ordinance 2026-XX for the creation of an access easement for Main Street in the CDI 60 Hawk Addition, Lot 1, Block A, in the S.A. Chambers Survey, Abstract Number 308, Town of Argyle, Denton County, Texas.

BACKGROUND INFORMATION:

Town staff has drafted an access easement between the Town of Argyle and CDI 60 Hawk, LLC for the portion of Main Street that will traverse through the property, described as Lot 1, Block A, CDI 60 Hawk Addition, otherwise known as the Argyle Marketplace.

This access easement will allow the Town access to construct, inspect, and maintain this portion of the parking lot and fire lane, described as Main Street.

FISCAL IMPACT:

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

LEGAL REVIEW:

The Town Manager reviewed this item.

ATTACHMENTS:

Ordinance 2026-XX
Exhibit A - Metes and Bounds
Exhibit B - Public Access Easement Agreement

RECOMMENDED MOTION AND/OR ACTION:

This is discussion only. No action is currently requested for the creation of an access easement for Main Street in the CDI 60 Hawk Addition, Lot 1, Block A, in the S.A. Chambers Survey, Abstract Number 308, Town of Argyle, Denton County, Texas.

TOWN OF ARGYLE, TEXAS
ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE TOWN OF ARGYLE, TEXAS, CREATING A 24 FOOT ACCESS EASEMENT LOCATED ON PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK A, CDI 60 HAWK, AN ADDITION OF THE TOWN OF ARGYLE, DENTON COUNTY, TEXAS; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ACCESS; PROVIDING A REPEALER AND SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Argyle, Texas ("Town") is a Type A General Law Municipality located in Denton County, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council of the Town of Argyle, Texas, after careful study and consideration, has determined that the 24-foot access easement is needed to construct, inspect, and maintain a portion of Main Street in the Town Center District.

WHEREAS, the Town has need of an access easement from the owner of Lot 1, Block A, CDI 60 Hawk, an addition in the Town of Argyle, Denton County, Texas (the "Property"), to create a 24-foot access easement, with metes and bounds attached hereto as **Exhibit "A"**; and

WHEREAS, the access easement is made and entered into and between CDI 60 HAWK, LLC, a Texas limited liability corporation, and the TOWN OF ARGYLE, TEXAS, a municipal corporation of the County of Denton, State of Texas, in an agreement attached hereto as **Exhibit "B"**; and

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

Section 1. Incorporation of Premises. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein. The Main Street Easement conveys to the Town of Argyle the following perpetual rights and responsibilities:

- Full public roadway access for vehicular and pedestrian traffic.
- Assignment of Street Name and Street Numbers along with installation and maintenance of all street signs and other traffic signs which may be placed on Owner's property outside of the designated easement at locations determined by the Town.
- Full maintenance of the easement including regular maintenance cycles, debris removal, addressing of sub-base failures, rehabilitation and reconstruction.
- In the event Owner wishes to cross the easement with a subsurface improvement, Owner carries the responsibility of full repair of the pavement surface to the Town's specifications.
- Town reserves the right to close the road to pedestrian only traffic for parades, markets and other public events on a schedule determined by the Town and noticed to Owner

within ten (10) days of the event.

Section 2. Easement Dedicated. The 24-foot access easement located on Lot 1, Block A, CDI 60 Hawk, an addition in the Town of Argyle, Denton County, Texas, described more particularly in attached **Exhibit "A,**" is hereby dedicated for public use.

Section 3. Reservations. The access easement is made and accepted subject to all present zoning and deed restrictions, if any of the latter exist.

Section 4. Extent of Easement. The access easement provided for herein shall extend only to the 24-foot access easement as described in Exhibit A, and shall be construed to extend only to that interest which the Town may legally and lawfully construct, inspect, and maintain. This easement does not affect any private right, title, easement or interest that may exist.

Section 5. Repealer. In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the Town of Argyle, the provision of this Ordinance will control.

Section 6. Severability Clause. If any section, subsection, clause, phrase, or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 7. Effective Date. This Ordinance shall take effect immediately from and after its passage and approval.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF ARGYLE, TEXAS, ON THIS THE 15th DAY OF JUNE, 2026.

APPROVED:

_____
Ronald Schmidt, Mayor

ATTEST:

_____
Erika McComis, Town Secretary

PUBLIC ACCESS EASEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF DENTON §

THIS PUBLIC ACCESS EASEMENT (this "Agreement") is made and entered into effective _____, 202__ (the "Effective Date"), by and between CDI 60 HAWK, LLC, a Texas limited liability corporation ("Grantor"), and the TOWN OF ARGYLE, TEXAS, a municipal corporation of the County of Denton, State of Texas ("Grantee"). Grantor and Grantee are each sometimes hereinafter referred to as an "Owner".

RECITALS:

A. Grantor owns that certain real property located in the Town of Argyle (the "Town"), Denton County, Texas, which is more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Grantor Property").

B. Grantor desires to grant to Grantee an exclusive easement over and across the portion of the Grantor Property which is more particularly described on **Exhibit B** attached hereto and made a part hereof (the "Easement Area") for the construction, maintenance, repair, replacement and use as a street (the "Improvements"), subject to and in accordance with the provisions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Grantor and Grantee do hereby agree as follows:

1. Easements.

a. Grantor hereby **GRANTS AND CONVEYS** unto Grantee an exclusive easement on and beneath the surface of the Easement Area for purposes of the construction, maintenance, repair, replacement and use of Improvements (the "Easement Purposes") and, for a period of 90 days after the date of Grantee's written request, any portion of Grantor's Property located within 15' from the exterior boundary of the Easement Area (the "Secondary Easement"). The Secondary Easement shall terminate and be of no further effect upon the expiration of such 90 day period, unless Grantee makes another request that must be accepted by the Grantor.

b. This Public Access Easement conveys to the Grantee the following perpetual rights and responsibilities:

- Full public roadway access for vehicular and pedestrian traffic.
- Assignment of Street Name and Street Numbers along with installation and maintenance of all street signs and other traffic signs which may be placed on Grantor's property outside of the designated easement at locations determined by the Grantee.

- Full maintenance of the easement including regular maintenance cycles, debris removal, addressing of sub-base failures, rehabilitation and reconstruction.
- In the event Grantor wishes to cross the easement with a subsurface improvement, Grantor carries the responsibility of full repair of the pavement surface to the Grantee's specifications.
- Grantee reserves the right to close the road to pedestrian only traffic for parades, markets and other public events on a schedule determined by the Grantee and noticed to Grantor within ten (10) days of the event.

2. General Provisions.

a. Grantee shall be entitled, but is not obligated, to construct the Improvements. Grantee shall maintain, repair and keep all Improvements constructed by Grantee in good condition and repair.

b. If Grantee performs any work on the Easement Area or enters the Grantor Property, Grantee shall not permit any mechanics' or materialmen's liens to remain on the Easement Area, the Grantor Property or any portion thereof to the extent the same arise by, through or under Grantee. In the event any lien is recorded against the Easement Area or any portion of the Grantor Property in connection with the construction, maintenance or repair of the Improvements by Grantee or any activities by or on behalf of Grantee, Grantee shall promptly discharge such liens, and if Grantee shall fail to do so within thirty (30) days after written request to do so by Grantor, Grantor may pay, discharge and take such other actions as Grantor may deem appropriate in connection with the release of any such liens, in which event, Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor in connection therewith, including, without limitation, reasonable attorneys' fees, within thirty (30) days after Grantee's receipt of a statement of such costs and expenses from Grantor.

c. Grantee shall promptly restore any portion of the Easement Area damaged or changed due to Grantee's use of or entry on the Easement Area to substantially the same condition existing prior to such or entry, except as altered by the Improvements. Such restoration shall include the removal of any material placed on the Easement Area, the re-grading, replacement of landscaping, topsoil and re-vegetation and the replacement of any paving or other improvements removed or damaged in connection with any work performed by or on behalf of Grantee. In the event Grantee does not so restore such damage within thirty (30) days after written request to do so by Grantor, Grantor may do so, in which event, Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor in connection therewith, including, without limitation, reasonable attorneys' fees, within thirty (30) days after Grantee's receipt of a statement of such costs and expenses from Grantor. Nothing contained in this Section allows Grantee the use of any portion of the Grantor Property other than the Easement Area except as provided in Section 1(a).

d. During the construction, installation, repair and maintenance of the Improvements or any entry on the Grantor Property by Grantee or any of its contractors, Grantee shall procure and maintain, and shall cause its contractors to procure and maintain, a policy or policies of insurance, at Grantee's (or such contractor's) sole cost and expense, insuring both Grantor and Grantee against all claims, demands, or actions arising out of or in connection with any entry on the Easement Area or the Grantor Property by Grantee or such contractor (including, in the case of Grantee's insurance, contractual liability coverage for defense and indemnity obligations of Grantee hereunder), which shall include, but not be limited to a commercial general liability policy (insuring with respect to injuries to or death of any one person and with respect to personal property damaged or destroyed) in an amount not less than $1,000,000.00, which is written over by a commercial umbrella liability

policy in an amount not less than $2,000,000.00. Copies of duly executed certificates of insurance shall be delivered to Grantor prior to any entry by Grantee or such contractor onto the Easement Area or the Grantor Property and certificates for renewals thereof as required shall be delivered to Grantor at least five (5) days prior to the expiration of the respective policy terms. Upon request, Grantee shall provide Grantor copies of the policies of insurance required hereunder. In the event that Grantee or a contractor shall fail to maintain or provide evidence to Grantor of the insurance required hereunder, and such failure continues uncured for three (3) days following written notice thereof from Grantor to Grantee, Grantor may obtain such insurance and Grantee shall reimburse Grantor for the premiums paid by Grantor therefor on demand by Grantor.

e. Grantee shall comply with all applicable laws, statutes, rules and regulations of any governmental authority having jurisdiction including, without limitation, all environmental laws, statutes, rules and regulations of any federal, state or local authority at any time applicable to Grantee's construction of the Improvements.

3. Indemnity. TO THE EXTENT ALLOWED BY LAW, GRANTEE SHALL BE LIABLE FOR, SHALL PAY PRIOR TO DELINQUENCY AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND GRANTOR FROM AND AGAINST, ALL COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT), LOSSES, LIABILITIES, CLAIMS AND DAMAGES ARISING OUT OF ANY OF THE FOLLOWING: (I) ANY ACCIDENT, INJURY TO OR DEATH OF PERSONS OR LOSS OF PROPERTY OCCURRING WITH RESPECT TO THE ENTRY ON OR USE OF THE EASEMENT AREA BY GRANTEE OR ANY PERSON OR ENTITY AUTHORIZED TO ENTER THE EASEMENT AREA BY GRANTEE, (II) ANY ACT OR OMISSION OF GRANTEE, OR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES ON OR WITH RESPECT TO THE EASEMENT AREA, OR (III) THE FAILURE OF GRANTEE TO COMPLY WITH THE PROVISIONS OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, GRANTEE SHALL NOT BE OBLIGATED TO INDEMNIFY OR HOLD HARMLESS GRANTOR FOR ANY INJURY, CLAIM OR LOSS TO THE EXTENT ARISING FROM THE INTENTIONAL MISCONDUCT, ILLEGAL ACTS, OR GROSSLY NEGLIGENT ACTS OF GRANTOR.

4. Covenants Running With the Land. All of the rights and obligations of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. Upon transfer of fee title to the Easement Area or any portion thereof, the transferor shall not be responsible for obligations under this Agreement first arising or accruing following the date of the transfer with respect to the portion of the Easement Area so transferred, and the transferee shall be responsible for all obligations of the transferor arising under this Agreement following the date of the transfer with respect to such portion of the Easement Area.

5. Default.

a. Without limiting any rights granted to Grantor pursuant to any other provision of this Agreement, if any Owner defaults under or fails to perform any of such Owner's obligations under this Agreement (a "Defaulting Owner"), and such failure continues for thirty (30) days after written notice thereof from any other Owner (a "Non-Defaulting Owner") to the Defaulting Owner (except in the event of an emergency, in which event no notice shall be required), in addition to other legal and equitable remedies, the Non-Defaulting Owner shall be entitled to take such action as may be required to cure such default or failure, in which event the Defaulting Owner shall pay to the Non-Defaulting Owner within thirty (30) days after receipt of an invoice therefor all reasonable costs and expenses incurred by the Non-Defaulting Owner in connection therewith, together with interest thereon at the rate of 12% per annum from the date on which the Defaulting

Owner receives such invoice and continuing thereafter until all of such amounts have been paid by the Defaulting Owner to the Non-Defaulting Owner; provided, however, if the nature of such default or failure is such that its cure cannot reasonably be accomplished in said 30-day period, then for so long as the Defaulting Owner has commenced to cure such default within such 30-day period and thereafter is using diligent efforts to cure same, no default will accrue.

b. This Agreement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference and will be obtainable only by the parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY HERETO SHALL BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER EXEMPLARY LOSSES OR DAMAGES, WHETHER IN TORT, CONTRACT OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OR THE CAUSE THEREOF.

6. Condemnation. All compensation payable in connection with any taking or condemnation of the Easement Area shall belong solely to Grantor and Grantee shall have no interest therein.

7. Venue. This Agreement and the obligations of the parties hereunder shall be interpreted, constructed and enforced in accordance with the laws of the State of Texas. Venue for any action commenced hereunder shall be exclusively in Denton County, Texas.

8. Attorneys' Fees. If legal proceedings are commenced in connection with the interpretation or enforcement of this Agreement, the party prevailing in such legal proceedings is entitled to recover from the other party all reasonable and actual attorney's fees and expenses, deposition fees and costs, expert witness fees and costs, court costs and other costs and expenses incurred in connection with such proceedings.

9. Binding Effect. This Agreement binds and inures to the benefit of the parties and their respective heirs, successors and assigns.

10. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. Waiver of Default. It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

12. Further Assurances. Each party to this Agreement agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

13. Integration. This Agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement. No waiver, variation,

modification or change to this Agreement shall be binding upon any party hereto unless set forth in a document duly executed by or on the behalf of such party.

14. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. Notices. Any notices required or permitted to be given under this Agreement will be in writing and will be deemed delivered as follows when delivered by one of the following methods: (a) one business day after the day it is sent by a nationally recognized overnight courier, addressed to the party in question at the address indicated below, (b) three business days after the day it is sent by certified mail, postage prepaid, return receipt requested, or (c) the date of confirmed transmission by email, to the address of the addressee as specified below.

If to Grantor:	CDI 60 Hawk, LLC 415 US 377, Suite 110 Argyle, TX 76226 Email: sshannon@shancap. com
With a copy to:	Attn: Barry Irwin Irwin Law Firm 207 S. Denton Tap Road, Suite 100 Coppell, TX 75019 E-mail: birwin@irwin- law.com
If to Grantee:	Town of Argyle, Texas 308 Denton Street Argyle, Texas 76226 Attn: Town Manager Email: msims@argyletx.com
With a copy to:	Attn: Town Attorney Town Attorney of Argyle, Texas 308 Denton Street Argyle, Texas 76226 E- mail: brenda@brendamcdonald. net

Each of the above-listed addressees may change its address for notice purposes under this Agreement by delivering to the other addressees a written notice of change of address and number, in a manner specified in this paragraph.

16. Recitals. Any recitals in this Agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. Time. Time is of the essence. Unless otherwise specified, all references to “days” mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for

performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

[Signature Page Follows]

EXECUTED to be effective as of the Effective Date.

GRANTOR:

CDI 60 Hawk, LLC, a Texas limited liability company

By: Colo Investment Manager, LLC,
a Texas limited liability company,
its manager

By:_____
Stephen Shannon, Manager

Date:_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

On _____, 2026, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

GRANTEE:

TOWN OF ARGYLE, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 202_, by _____, _____ of the Town of Argyle, Texas, on behalf of the Town.

_____
Notary Public, State of Texas

EXHIBIT A

Grantor Property

CDI 60 Hawk Addition, Lot 1, Block A, being 1.996 acres located in the Stephen A. Chambers Survey, Abstract No. 308, Town of Argyle, Denton County, Texas.

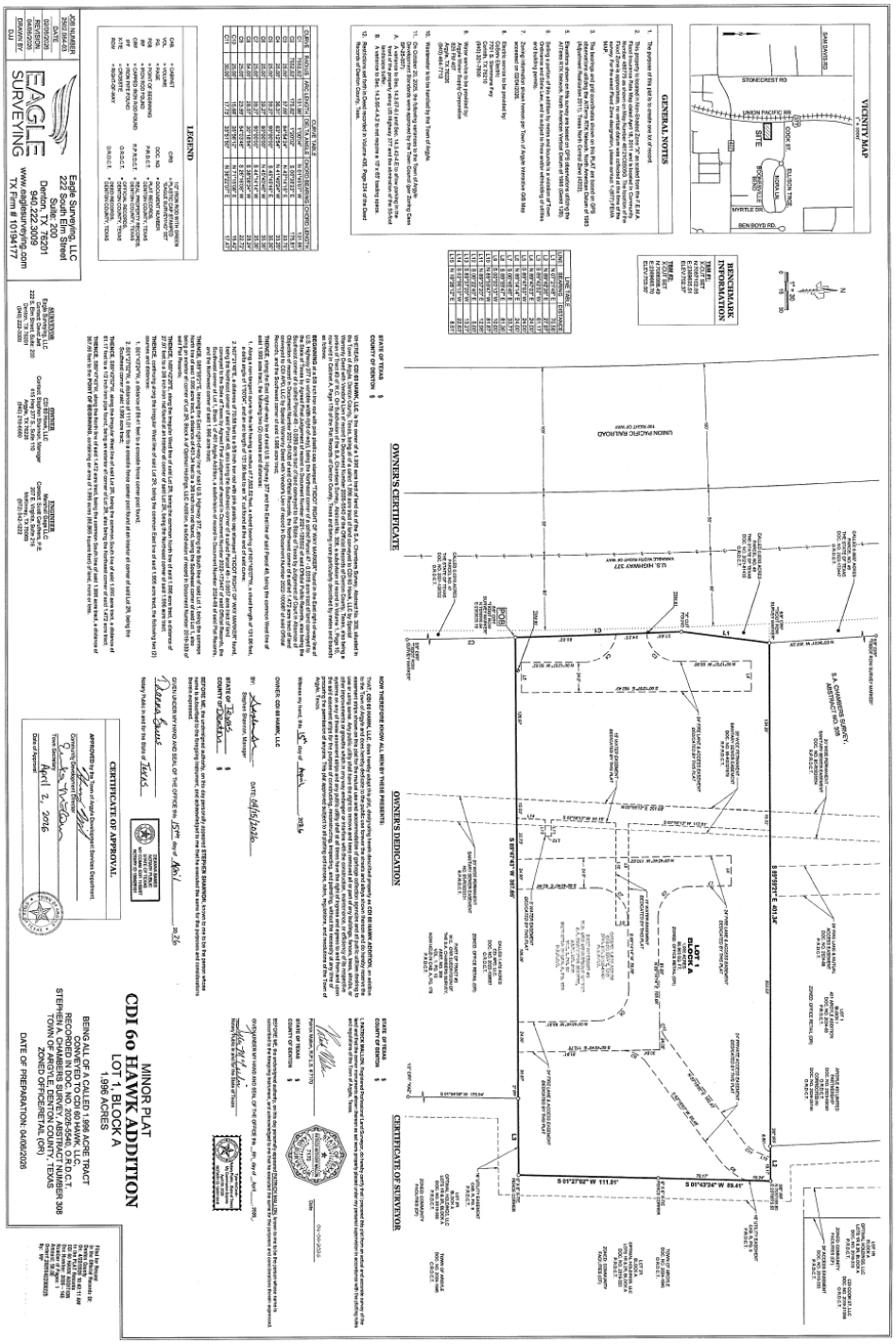


EXHIBIT B
Description of Easement Area

LEGAL DESCRIPTION
PUBLIC ACCESS EASEMENT

BEING a 0.1402 acre (6,106 square foot) tract of land situated in the Stephen A. Chambers Survey, Abstract No. 308, Town of Argyle, Denton County, Texas, and being part of Lot 1, Block A, CDI 60 Hawk Addition, an Addition to the Town of Argyle, Denton County, Texas, according to the plat thereof recorded in Instrument No. 2026-145, Official Public Records, Denton County, Texas, said tract being more particularly described as follows:

COMMENCING at an angle point in the south line of said Lot 1 and being the northeast corner of a called 1.472 acre tract of land described in deed to CDI APD, LLC, as recorded in Instrument No. 2022-100687, said Official Public Records, from which a 1/2-inch iron rod found for the southeast corner of said 1.472 acre tract bears South 01°13'06" West, a distance of 175.98 feet;

THENCE South 89°47'43" West, along the south line of said Lot 1, a distance of 36.91 feet to the **POINT OF BEGINNING**;

THENCE South 89°47'43" West, continuing along the said south line, a distance of 25.00 feet to a point for corner;

THENCE North 00°45'46" West, departing the said south line, a distance of 74.94 feet to a point at the beginning of a tangent curve to the right with a radius of 62.50 feet, a central angle of 54°03'48", and a chord bearing and distance of North 26°16'08" East, 56.81 feet;

THENCE in a northeasterly direction, with said tangent curve to the right, an arc distance of 58.97 feet to a point for corner;

THENCE North 53°18'02" East, a distance of 91.15 feet to a point at the beginning of a tangent curve to the left with a radius of 49.50 feet, a central angle of 30°25'11", and a chord bearing and distance of North 38°05'26" East, 25.97 feet;

(CONTINUED ON SHEET 2)

PUBLIC ACCESS EASEMENT
STEPHEN A. CHAMBERS SURVEY,
ABSTRACT No. 308
TOWN OF ARGYLE
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10115500
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SB	JDW	06/09/2026	063931104	1 C

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LEGAL DESCRIPTION (CONTINUED)
PUBLIC ACCESS EASEMENT

THENCE in a northeasterly direction, with said tangent curve to the left, an arc distance of 26.28 feet to a point for corner, being in the north line of said Lot 1, from which a 3/8-inch iron rod found for the southeast corner of Lot 1, Block A, 401 Argyle Addition, an Addition to the Town of Argyle according to the plat thereof recorded in Instrument No. 2024-68, said Official Public Records, bears South 89°42'27" West, a distance of 13.07 feet;

THENCE North 89°42'27" East, along the said north line, a distance of 14.93 feet to a point for the northeast corner of said Lot 1, Block A, CDI 60 Hawk Addition;

THENCE South 01°43'05" West, along east line of said Lot 1, a distance of 29.29 feet to a point for corner;

THENCE South 53°18'02" West, departing the said east line, a distance of 116.66 feet to a point for corner at the beginning of a tangent curve to the left with a radius of 24.50 feet, a central angle of 54°03'48", and a chord bearing and distance of South 26°16'08" West, 22.27 feet;

THENCE in a southwesterly direction, with said tangent curve to the left, an arc distance of 23.12 feet to a point for corner;

THENCE South 00°45'46" East, a distance of 81.82 feet to the **POINT OF BEGINNING** and containing 6,106 square feet or 0.1402 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).
A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract.

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

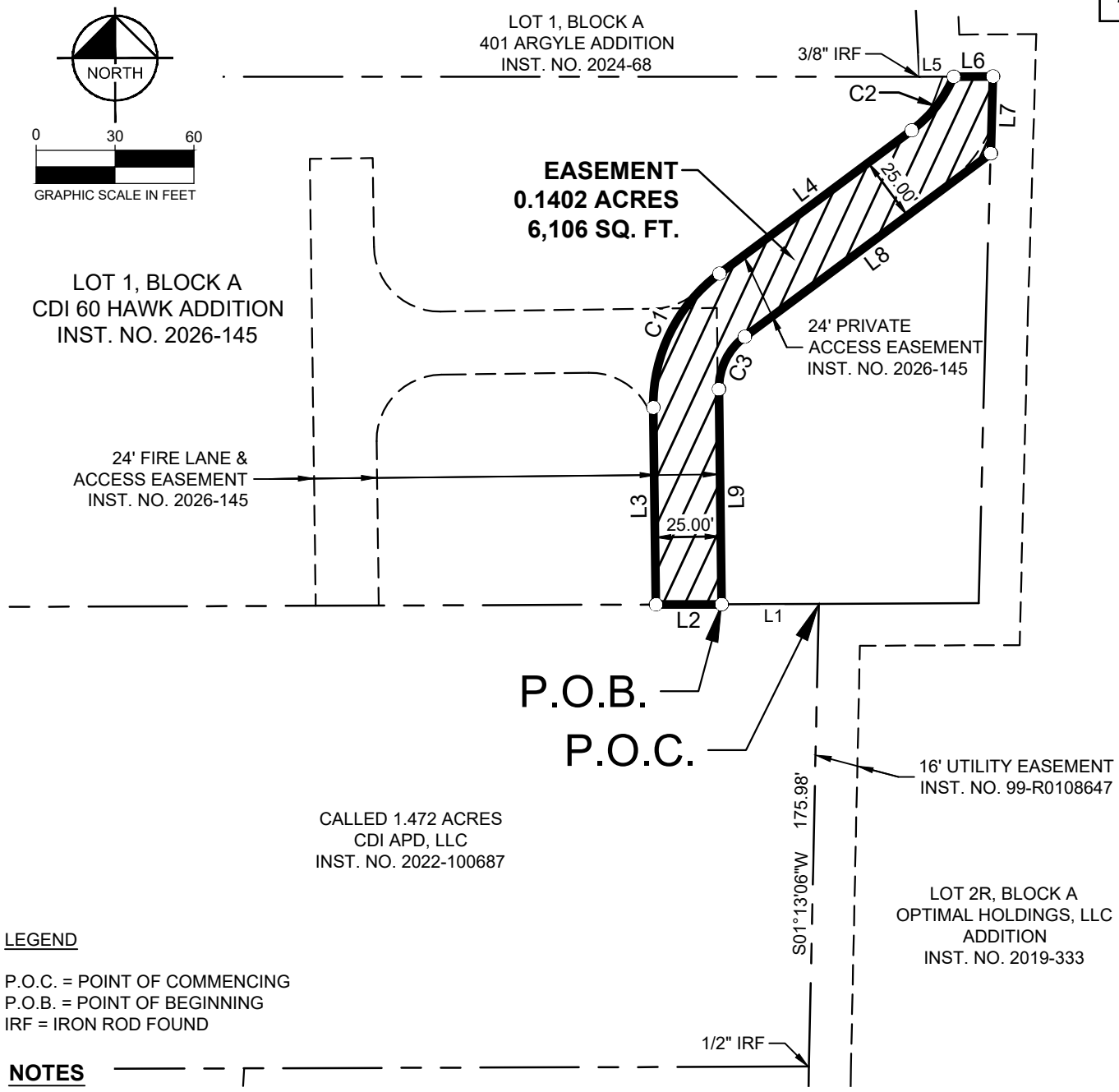


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TOWN OF ARGYLE
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
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LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).
A metes and bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

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josh.wargo@kimley-horn.com

STATE OF TEXAS
REGISTERED
JOSHUA D. WARGO
6391
PROFESSIONAL
LAND SURVEYOR

PUBLIC ACCESS EASEMENT
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	SB	JDW	06/09/2026	063931104	3 C

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°47'43"W	36.91'
L2	S89°47'43"W	25.00'
L3	N00°45'46"W	74.94'
L4	N53°18'02"E	91.15'
L5	S89°42'27"W	13.07'
L6	N89°42'27"E	14.93'
L7	S01°43'05"W	29.29'
L8	S53°18'02"W	116.66'
L9	S00°45'46"E	81.82'

CURVE TABLE					
NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	62.50'	54°03'48"	N26°16'08"E	56.81'	58.97'
C2	49.50'	30°25'11"	N38°05'26"E	25.97'	26.28'
C3	24.50'	54°03'48"	S26°16'08"W	22.27'	23.12'

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N/A	SB	JDW	06/09/2026	063931104	4 C

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