

1. Agenda

Documents:

[07-28-2016 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[07-28-2016 COUNCIL PACKET.PDF](#)



**Town of Northlake, Texas
Town Council Meeting Agenda
Thursday, July 28, 2016 at 5:30 pm
1400 FM 407 - Northlake Texas**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on July 28, 2016 at 5:30 pm at the Northlake Town Hall, 1400 FM 407, Northlake Texas. The items listed below are placed on the agenda for discussion and/or action.

1. Call Regular Work Session to Order

2. Briefing Items

- A. 2016 Comprehensive Land Plan Update
- B. Senior and Disabled Property Value Cap
- C. FY 2016 Quarterly Investment Report
- D. FY 2016 Quarterly Budget Report
- E. FY 2017 Proposed Budget Presentation

3. Call Regular Meeting to Order

Pledge of Allegiance - Moment of Silence

4. Public Input

This item is available for citizens to address the Town Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda

5. Consent Items

All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember so requests, in which event the item will be removed and considered separately

- F. Consider approval of June 9, 2016 Town Council Minutes
- G. Consider approval of a resolution approving the 'Draft' Denco Area 9-1-1 District FY 2017 Financial Plan
- H. Consider a resolution authorizing continued participation with the Atmos Cities Steering Committee and authorizing the payment of two and one-half cents per capita to the Atmos cities Steering Committee
- I. Consider a resolution declaring certain personal property owned by the Town to be surplus property and authorize the Town Administrator to dispose of such property
- J. Consider approval of the Interlocal Cooperation Agreement for Tax Collection between the Town of Northlake and Denton County
- K. Consider approval of the Interlocal Cooperation Agreement for Tax Collection between the Northlake PID 1 (Harvest) and Denton County
- L. Consider approval of the Interlocal Cooperation Agreement for Tax Collection between the Northlake PID 2 (The Highlands) and Denton County

6. Regular Items

- M. Preliminary Plat of Harvest Meadows Phase 3, a proposed development consisting of 311 single-family residential lots and 11 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on an 80.977-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the west side of Cleveland-Gibbs Road approximately 150 feet north of 6th Street. Belmont 407, LLC is the owner-applicant-developer. Jones & Carter, Inc. is the engineer/surveyor. Case # PP-16-004
- N. Consider approval of an resolution appointing one member to the Board of Managers of the Denco Area 9-1-1 District
- O. Consider approval to vote to adopt a proposed tax increase, vote to schedule tax rate public hearings for the Fiscal Year 2016-2017 tax rate (if necessary) and set the date of the adoption of the tax rate on the agenda of September 8, 2016 Council Meeting
- P. Consider approval setting public hearing dates for the Proposed 2016-2017 Town Budget, Northlake Economic Development Corporation and Community Development Corporation Budgets, Northlake Public Improvement District No. 1 (Harvest), and Northlake Public Improvement District No. 2 (The Highlands)
- Q. Consider an ordinance amending Article 11, Signs, of the Unified Development Code of the Town of Northlake by amending the maximum height and area requirements for pole signs and minimum setback requirements for various pole signs in Section 11.18, Definitions and Requirements. Case # UDC-16-001
 - i. Public Hearing
 - ii. Ordinance No. 16-0728
- R. Consider approval of an ordinance of the Town of Northlake amending Chapter 5 "Business Regulations" to add Article 5.10, "Solicitors, Canvassers, and Handbill Distribution"
- S. Consider approval of an ordinance amending Chapter 11, "Traffic and Vehicles," Article 11.02, "Traffic Control Devices," of the code of Ordinances, Town of Northlake, Texas; providing for the installation of traffic control devices in certain situations
- T. Consider adoption of a Resolution directing publication of notice of intention to issue certificates of obligation

7. Convene into Executive Session

Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) when the governmental body seeks the advice of its attorney about:
 - (a) pending or contemplated litigation; or
 - (b) a settlement offer; or'Town of Northlake vs City of Justin (Cause No. 15-08170-367)
- b. 551.072 deliberates the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person
 - 1) Town Hall Space Lease
- c. Section 551.087 deliberations regarding economic development negotiations
 - 1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from, a business prospect that the governmental body seeks to have locate, stay, expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or

- 2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision
 - i) Incentive package for Hempel U.S.A. Inc.
 - ii) Potential Development on former Texas Industries Site

Reconvene into Regular Session

The Town Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551 of the Texas Government Code, to take any action necessary regarding:

Section 551.072

Section 551.087

- i) Consider a Resolution of the Town of Northlake, Texas, establishing a program and approving a Chapter 380 Agreement to promote economic development and stimulate business and commercial activity in the Town
- ii) Consider a Resolution of the Town of Northlake, Texas, approving a tax abatement agreement to promote economic development and stimulate business and commercial activity in the Town, providing for required notices

8. Adjourn

CERTIFICATION

I hereby certify that the above agenda was posted on the front glass door and bulletin board at the Town Hall 1400 FM 407, Northlake, Texas on Monday, July 25, 2016 by 4:00 pm


Shirley Rogers
Town Secretary

NOTE: The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development Negotiations)



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TOWN OF NORTHLAKE

-
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Order**
-

TOWN OF NORTHLAKE

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Memo

To: Town Council

From: SJR Planning Consultants

cc: Drew Corn, Town Administrator; Nathan Reddin, Development Director

Date: July 25, 2016

Re: Comprehensive Plan Update: First Steering Committee Meeting

Comprehensive Plan Update

SJR and Town staff are currently working with the steering committee to draft the comprehensive plan update. The steering committee is made up of EDC and CDC directors.

We have completed our first meeting which was to review the first half of the comprehensive plan update, we refer to this as the CSR. The CSR includes the Community Snapshot Report but as we refer to the first half of the comprehensive plan update as the CSR it also includes: the vision statement, an introduction, history, as well as the Community Snapshot Report, which describes your Town's current conditions and public input.

For the first Steering Committee Meeting on July 21st we asked that they review the CSR and meet with us for two or more hours to review and discuss.

The discussion produced the following requests:

1. Text edits as shown below and reflected in the revised document; and
2. Find more Northlake photos to replace the stock photos where possible.

Please note that this change is not reflected yet in the currently revised document as we are working with a graphic artist to make graphic/illustrative changes.

Below are the text edits, first shown as the original language for your reference, then followed by the revised language. The parentheses explain the reason for the request.

Original language

Northlake is a town that honors its rural legacy while attracting a multi-generational, family oriented and highly engaged population through policies that promote responsible growth, self-reliance, and increased tax revenue. p3,6,55

High Impact/Low Uncertainty (lower right)- These trends should be incorporated in Town and other stakeholder plans, because they are likely to happen and will have a large impact on Northlake. p35

There is a preponderance of natural gas wells in the Northlake-Denton area. The advent of fracking is beginning to impact water supplies and air quality in this corridor. p38

Northlake must insist on timely and accurate reporting on air and water quality from its oil and gas vendors. Dish (formerly Clark), Texas is a cautionary tale. p39

Explosive development in surrounding areas p50

Blue Skies is a story of everything going “right” for Northlake. It centers on Mr. and Mrs. Scott who moved to Northlake in 2016 to be close to their daughter Tina and her husband and children who live in Canyon Falls. p57

Steering Committee Revised Language

Northlake is a town that honors its rural legacy while attracting a multi-generational, family oriented and highly engaged population through policies that promote responsible growth, self-reliance, and expanded tax base. p3,6,55 (to clarify it was about growing the city tax base and not by increasing tax rates)

High Impact/Low Uncertainty (lower right)- These trends should be incorporated in Town and other stakeholder plans, because they are less likely to happen, but will have a large impact on Northlake if they do. p35 (to clarify that this is a case of less likely)

There are a number of natural gas wells in the Northlake-Denton area. Reports suggest that fracking activity is beginning to impact water supplies and air quality in this corridor. p38 (to soften the tone of the language)

Northlake must insist on timely and accurate reporting on air and water quality from its oil and gas vendors. p39 (did not want the Dish reference)

Fast paced development in surrounding areas p50 (to use a better choice of words)

Blue Skies is a story of everything going “right” for Northlake. It centers on Mr. and Mrs. Scott who moved to Northlake in 2016 to be closer to Mr. Scott’s parents who live in Robson Ranch, and so their children could grow up in Northlake and be near their grandparents. p57 (to clarify the narrative of the scenario)

We will meet again later this summer August/September with the Steering Committee to review the policy and implementation sections next.



Recognition and Many Thanks to:

Citizen's and Stakeholders of Northlake

Town Council

Peter Dewing, Mayor
Danny Simpson, Mayor Pro Tem
Jean Young, Place 1
Mike McBride, Place 2
Michael Ganz, Place 3
Roger Sessions, Place 4

Foresight Lab Participants

Angie Mastrocola	Paula Woods
Bill Vaughan	Richard Foster
Brian Cramer	Richard Morano
Chris Ferris	Robin Arnold
Dale Toon	Robin Young
Danny Simpson	Roger Sessions
Drew Corn	Shirley Rogers
Hillary Simpson	Stephen Chambers
Jean Young	Tammy Wright
Jeff Mewhirter	Tim McClure
Jim Wills	Tim Wright
Jimmy Lewis	Tony Crème
Laura Anderson	Trace Arnold
Laura Montini	Amy DeBoard
Mike Ganz	Dana Sharp
Mike McBride	Craig Chambers
Nathan Reddin	Gena Terrell

Comprehensive Plan Steering Committee

EDC Directors

Bobby Dowell, President
Mike McBride, Secretary/Treasurer
Marie Amarante
Austin Jackson
Laura Montini
Hillary Simpson
Tim Wright

CDC Directors

Jeff Mewhirter, President
Tammy Wright, Vice President
Chris Amarante
Michael Ganz
Vicki Parsons
Bo Roberts
Dale Toon

Roundtable Participants

Angie Mastrocola
Robert Ditthardt
Chase Adams
Geoff Young
Tony Crème
Tina Massey
Kareem Doucette
Samantha Lamanna
Trey Ingram
Chris Reed
Ben McGahey
Drew Corn
Lenny Hughes
Shirley Rogers

Town Staff

Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Nathan Reddin, Development Director

SJR Planning Consultants

Shai Roos, Principal
Brian Guenzel, Principal



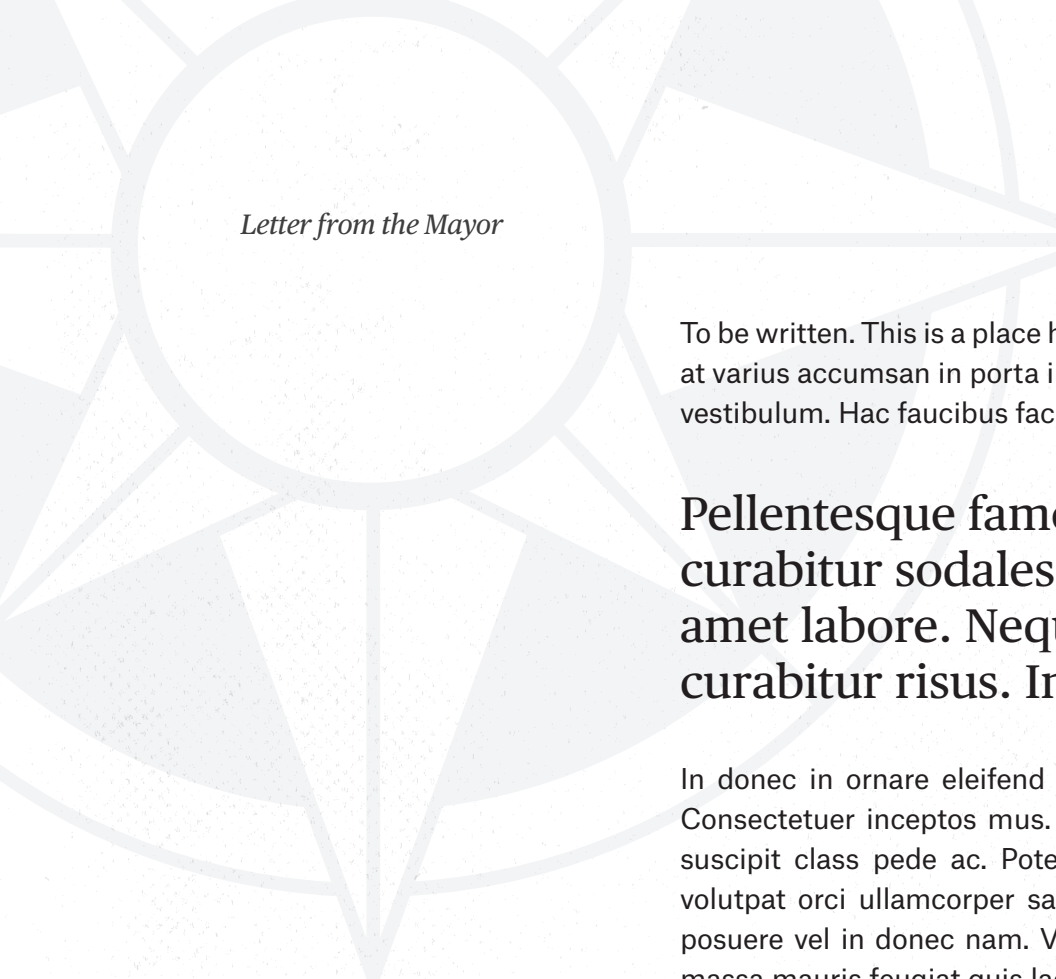


NORTHLAKE, TEXAS

Introducing the future Northlake; dreamed, created and implemented by the community. A town that honors its rural legacy while attracting a multi-generational, family oriented and highly engaged population through policies that promote responsible growth, self-reliance, and expanded tax base.

PATHWAY TO 2040

NORTHLAKE'S COMPREHENSIVE PLAN UPDATE



Letter from the Mayor

To be written. This is a place holder. Ut risus gravida venenatis in mauris pulvinar volutpat at varius accumsan in porta in in. Odio justo pellentesque velit non commodo. Turpis est vestibulum. Hac faucibus facilisis. Arcu et ligula.

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Sincerely,
Mayor of Northlake, Texas

DREAMED, CREATED,
AND IMPLEMENTED BY
THE COMMUNITY.



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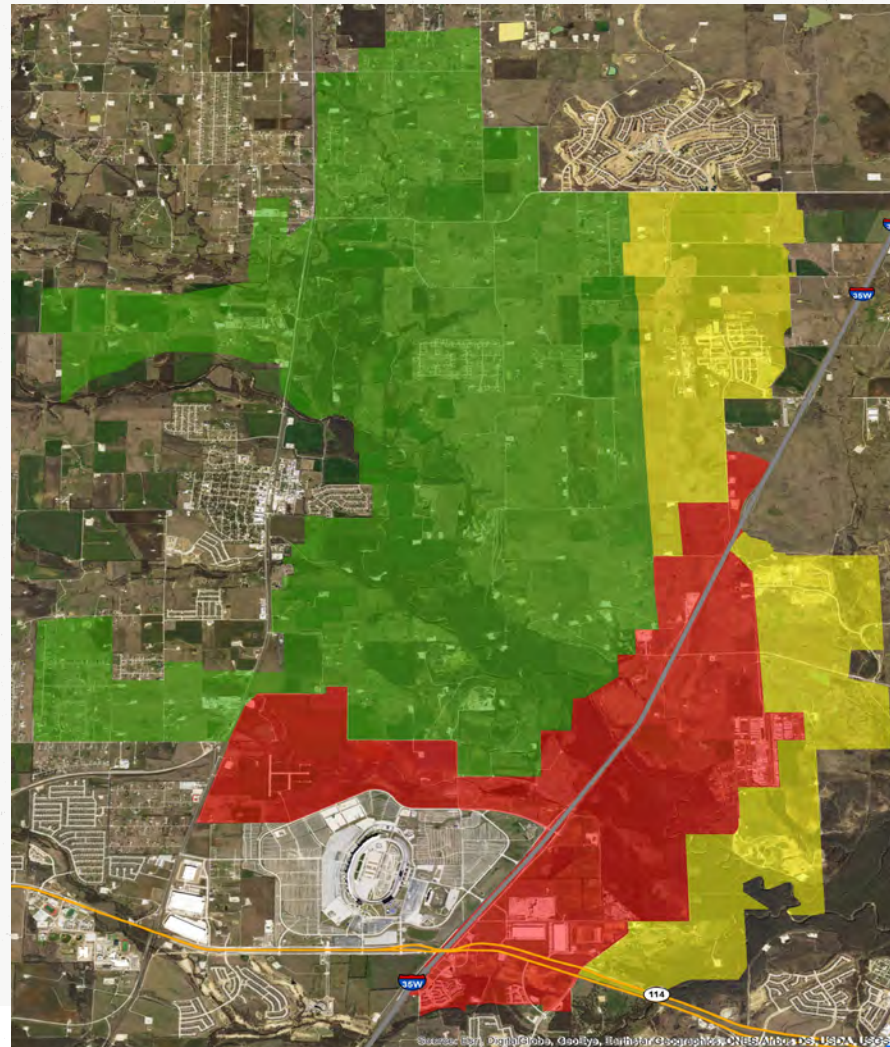
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Northlake 2040 - The Vision

Northlake is a town that honors its rural legacy while attracting a multi-generational, family oriented and highly engaged population through policies that promote responsible growth, self-reliance, and expanded tax base.

NORTHLAKE 2040 - THE VISION

This vision for the Northlake Comprehensive Plan Update: Pathway to 2040 was created by the residents and likely future residents through: a strategic foresight lab where 33+ stakeholders worked on a series of activities to develop trends, scenarios, and themes; and public input from 110 respondents at the Open House and 35 respondents online related to Themes and Trends, Priorities, Trade-offs, and Development Preferences. The vision map below shows concept areas where activities and developments are generally preferred.



LEGEND



Area 1: Suburban Lifestyle - higher density residential & retail mix



Area 2: Commercial - Freeway & Regional Developments



Area 3: Rural Lifestyle - Ranchland Preservation

NORTHLAKE 2040 - THE VISION



Suburban Lifestyle:

The suburban lifestyle area on the Northlake's 2040 vision map describes a community with a mix of housing types and densities with access to jobs, retail, commercial, entertainment, and cultural & educational choices for its residents accompanied by a host of related services

NORTHLAKE 2040 - THE VISION



Commercial Lifestyle:

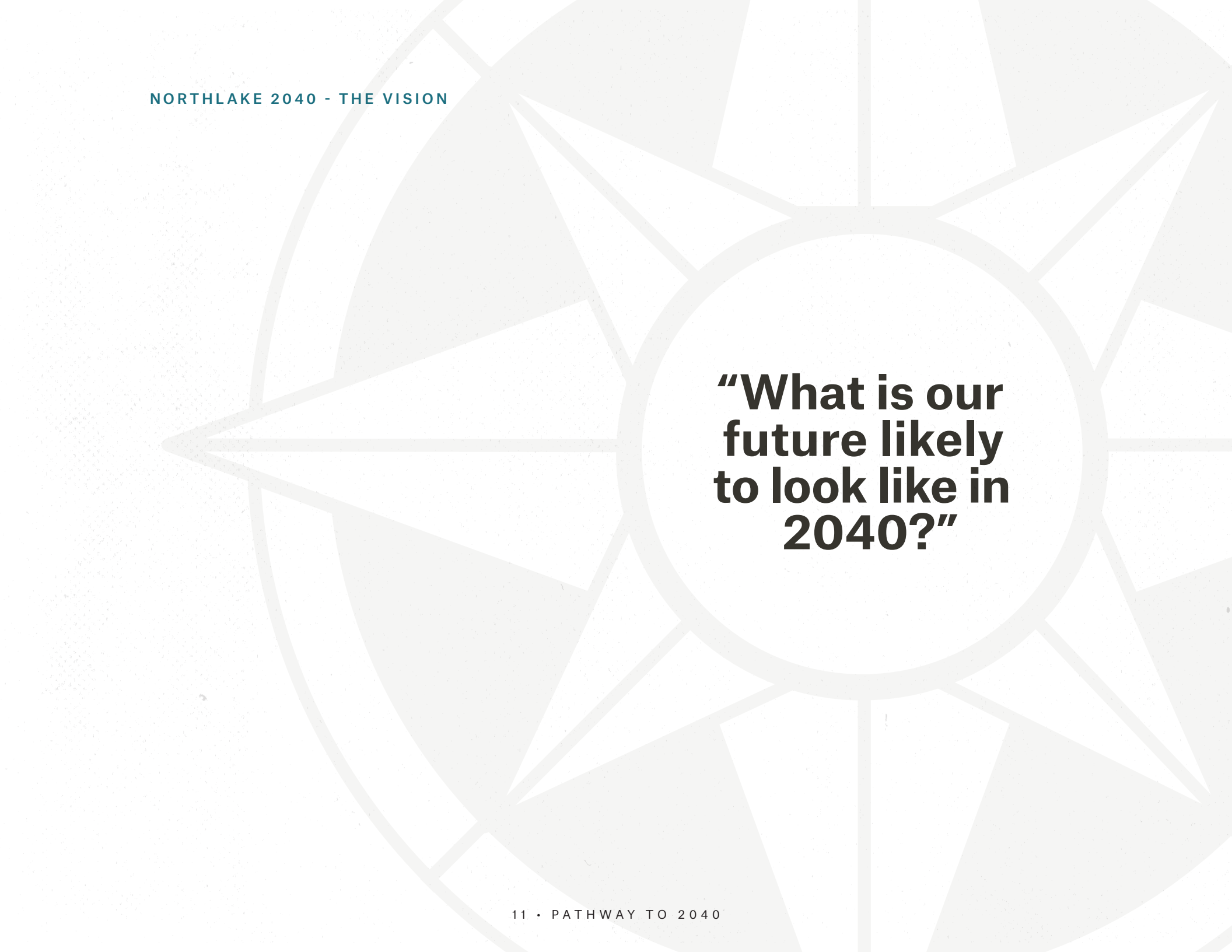
The commercial area on Northlake's 2040 vision map describes an area that provides jobs and services for the residents and surrounding region. This area is envisioned to accommodate regional retail, office, commercial, and industrial developments. It also is an area where high-density mixed-use developments are desired.

NORTHLAKE 2040 - THE VISION



Rural Lifestyle:

This area is meant to honor Northlake's rural legacy by respecting the Town's remaining rural characteristics.



**“What is our
future likely
to look like in
2040?”**

Introduction



The Northlake Story

In 1960 a community of ranches located along IH-35W in Denton County, Texas, south of Denton and north of Fort Worth, noticed that nearby cities were bringing their corporate borders closer to the ranches and the rural character they cherished.

Dan and Margaret Ashmore, who served as the first Mayor and Town Secretary, enlisted the support of at least 200 people and prepared the paperwork required for incorporation and on December 28, 1960 this small community of ranches was incorporated as the Town of Northlake. The idea to incorporate this area into a Town grew out of the concerns that surrounding fast growing cities such as Irving which had aggressive annexation policies at the time, might absorb this community of ranches into their corporate limits. The main purpose for incorporating this area into the Town of Northlake was to ensure that the community could determine its own destiny. This story speaks to the strong desire of the people of Northlake to take control of their community's future and growth. It forms the 55 year history of the people of this community planning the Town's future on their terms based on market realities and growth trends in the area.

Growth Pressures: Past, Present & Future

Over the past five decades the Town has preserved its rural character in spite of the growth pressures.

“TODAY IS FUNDAMENTALLY DIFFERENT THAN
“YESTERDAY” WAS. AND TOMORROW’S GOING
TO BE EVEN MORE WACKY.” —REBECCA RYAN

In the past, the town managed the possibility of high growth brought on by two major regional economic attractions — the 1988 construction of Alliance Industrial Airport and the 1995 construction of Texas Motor Speedway. These two attractions bring additional regional focus to the Northlake area. Alliance Industrial Airport has attracted industrial development and the Texas Motor Speedway which can seat over 200,000 people at a single event has attracted commercial and residential. The Town’s then policies however did not allow for higher density residential development. This has also kept the desired retail such as grocery stores, sit-down restaurants, and upscale stores from locating in Northlake.

The growth pressures faced by the Town today, while same as those mentioned in the 2009 Comprehensive Plan, have grown more pressing and will have greater

INTRODUCTION

implications on the quality of life and development of Northlake in the near future. When looking at its future Northlake needs to consider growth pressures due to:



- **The Town's location along I-35W** in the northeast growth corridor of Fort Worth and the southwest growth corridor of Denton is more urgent today as Champion Circle Development to the South, Robson Ranch to the North, and Harvest to the East are evidence of the higher density developments and future growth drawing closer to Northlake;



- **Major developments along the SH 114 corridor** coming up from DFW Airport and converging at the IH 35W and SH 114 intersection in the southeast corner of Northlake have also increased

due to the expansion of DFW airport, growth in the neighboring cities of Flower Mound, Trophy Club, Westlake, and Roanoke as well as the commercial and industrial growth along SH 114 which is pushing growth towards Northlake from the east due to Town's location along SH 114; and



- **Additional factors such as** —recent improvements to regional transportation facilities such as IH-35W and SH114 in Northlake; availability of good school districts; easy access to both DFW and Alliance airports; easy access to University of North Texas campus in Denton; and the easy access to major employment opportunities in the area.

Therefore, today it is once again time for the people of Northlake to look at the market realities and the growth trends coming their way and determine for themselves the future they want by being proactive and taking action before the outside forces impact that future.

About this Plan

This Comprehensive Plan update is the Town's proactive response to these growing growth pressures. The purpose of this plan is to help prepare the Town to be ready for a number of possible futures. This Plan is also meant to show the Town a way to preserve what they cherish and achieve the future they envision, despite any foreseen or unforeseen events that the future may bring.

Typical Comprehensive Plans are based on who the Town's residents have always been, what's brought the Town to today, and what the Town's always done. This process starts in the past – what you've always done – and sets goals to do all of that incrementally better faster cheaper in the next 2, 3, or 5 years. According to futurist Rebecca Ryan this is why most plans end up as a "wish list" that never comes true because for communities all over – today is fundamentally different than "yesterday" was. And tomorrow's going to be even more wacky.

Therefore, to successfully achieve its desired vision of the future and become future ready, the Town of Northlake embarked on a fundamentally different process for creating this plan. Northlake's Plan is based on:

INTRODUCTION



- **Strategic Foresight** — a process that takes a cold, hard look at the trends in technology, society, the economy, the environment and politics and asks, “What is our future likely to look like ten (or twenty) years from now?” It imagines several, possible futures for the Town and then asks, “Is our Town ready for any of these?”¹



- **Public Input** — a process which includes a visual preference survey that allows residents to explore the look and type of developments they would like to see in Northlake, and a trade-off questionnaire that provides insight on the residents’ priorities and the trade-offs they would be willing to make to see the above mentioned developments in Northlake.



- **Roundtable** — a process that identifies realistic implementation strategies by using a panel of

development professionals/experts to uncover market issues with the common trends, possible scenarios, desired development styles and patterns, and overall vision for 2040 as identified in the strategic foresight and public input processes; and share information regarding market forces that might impact planning decisions, as well as the development market’s perspective on the strengths/weaknesses and viability of the alternative solutions, funding methods, and opportunities.

In addition to the information gathered from these processes the planning team conducted an existing conditions survey, researched best practices, and reviewed case studies to recommended policies and priorities in this Plan.

Finally, unlike typical Comprehensive Plans this Plan does not stop at policy recommendations and generic implementation strategies. This plan provides detailed departmental work plans, strategies for future Town Budgets, and a step by step process for implementing programs as needed to achieve the recommended policies. It also includes a performance measure scorecard for the Town to keep track of the Town’s success in achieving its vision and becoming future ready.

Community Snapshot



TYPE OF MUNICIPALITY :

General Law

Farm/ Ranch/ Vacant Land :

80.6%

FORM OF GOVERNMENT:

Mayor/Council

**Education
Enrollments**

SCHOOL:

517

COLLEGE:

137

TOTAL EMPLOYEES:

27

MEDIAN
HOUSEHOLD INCOME:

\$61,774

TOTAL EMPLOYED
IN THE TOWN

1,447

AVERAGE HOUSEHOLD SIZE:

2.29

MEDIAN HOME VALUE:

\$281,700

TOWN ASSESSED PROPERTY VALUE :

\$379,028,671

TOTAL HOUSEHOLDS:

1052

RENTAL:

70.4%

OWNER:

29.6%

VALUE OF COMMERCIAL
BUILDING PERMITS:

\$53,017,139

Land Area:

TOWN (SQ. MILES):

16.2

ETJ (SQ. MILES):

15.2

MEDIAN AGE:

31.6

TOTAL TOWN BUDGET:

\$2,544,125

POPULATION

2,660



Community Indicators

Community Indicators gives us a picture of the community today. This picture, when combined with future trends, scenarios, and community desires helps us to understand where a community is headed in the future. The community indicators that inform this Plan are population, housing, land use, transportation, and economy (see appendix for supporting details).

Population:

The demographic trends in Northlake when compared to the surrounding area and the DFW metroplex tell us a story of a mostly undeveloped area that is in transition and in the path of significant growth. However, in the Town's 55 year history it has seen relatively slow growth in its population compared to some areas of the metroplex. The Town's 2014 population of 2,410 shows that Northlake accounted for 0.03% of Dallas-Fort Worth region's 6,954,330 population at the time. The Dallas-Fort Worth region is expected to grow to a population of 10.5 million people by the year 2040. If Northlake kept the same share of the region's population, its population would be 3,639 people in 2040. The current NCTCOG population estimate is 2,660 for 2016. This scenario however is not very realistic – the population growth in the future will be affected by how the people in Northlake today will respond to the growth pressures. So who are these people that will determine Northlake's future?

For the past 30 years, companies, agencies, and organizations have used segmentation to understand their consumer markets to more precisely target their best customers and prospects.

This is the type of lifestyle demographic story we need to know about Northlake's population to better understand, predict and plan for the future of the Town.

Population Highlights:

- **Overall current population** prefers to live on the periphery of large metropolitan areas, which makes Northlake the ideal choice for this population.
- **All segments except Southern Satellites**, which are in the Town's ETJ, are technologically savvy making technology an important trend for Northlake to consider and plan for.
- **Majority of current population in Northlake are family households**, of which most are young families, which shows that the Town will need to plan for services and amenities to serve young families if the Town wants to keep and grow these segments in the future.
- **Up and Coming families prefer new housing subdivisions** while all other segments in this area prefer semi-rural neighborhoods. Depending on the type of population the Town wants to attract in the future it might need a plan to provide for both types of neighborhoods in Town.
- **Northlake's current environment** is a prime choice for Up and Coming Families as well as Top Tier.

Up and Coming Families have an above average income, but as they are young and most of their income goes to mortgage, kids, and cars, they have less disposable income, and are looking for low prices and convenience.

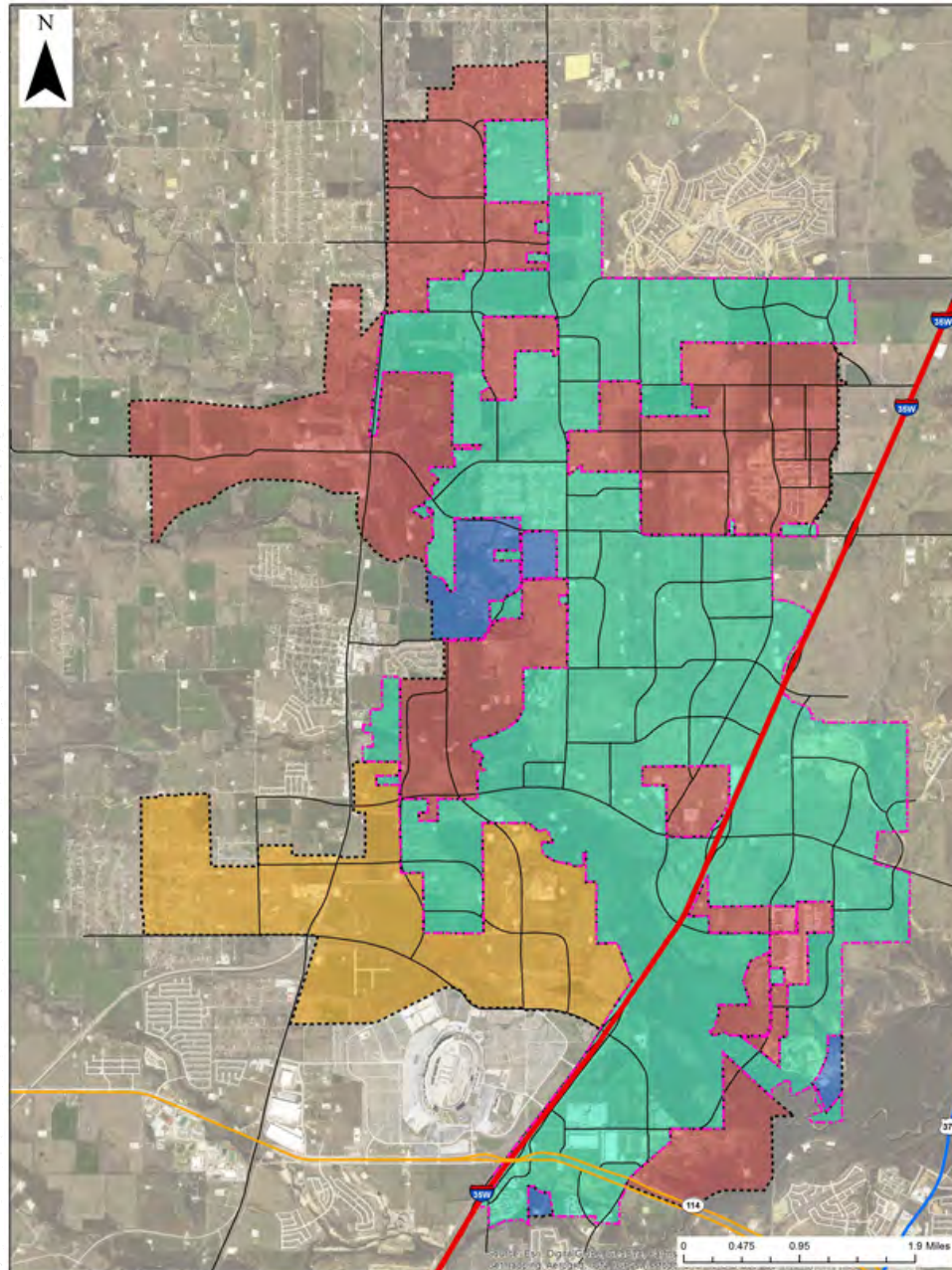
By contrast, the Top Tier has about three times the average Texas household income and are often older empty nesters with plenty of disposable income, they will have the buying power and the desire for high end



goods and services.

If Northlake plans for population growth of both these segments, the retail, commercial and other services that want these customers will follow them to Town.

Northlake Tapestry Segments



Legend

- City Limit
- ETJ

2015 Tapestry Segmentation

- Middleburg
- Up and Coming Families
- Southern Satellites
- Top Tier

Who?

Middleburg Segment

Middleburg neighborhoods transformed from the easy pace of country living to semi-rural subdivisions in the last decade, when the housing boom reached out. Residents are conservative, family-oriented consumers. Still more country than rock and roll, they are thrifty but willing to carry some debt and are already investing in their futures. They rely on their smartphones and mobile devices to stay in touch and pride themselves on their expertise. They prefer to buy American and travel in the US. This market is younger but growing in size and assets.

-
- Semi-rural locales within metropolitan areas.
 - Neighborhoods changed rapidly in the previous decade with the addition of new single-family homes.
 - Include a number of mobile homes
 - Affordable housing, median value of \$158,000 with a low vacancy rate.
 - Young couples, many with children; median age 35.3 yrs
 - Average household size is 2.73
 - Median Household Income is \$55,000
 - Education: 66% with a high school diploma or some college.
 - Unemployment rate lower at 7.4%
 - Labor force participation typical of a younger population at 66.7%.
 - Traditional values are the norm here—faith, country, and family.
 - Prefer to buy American and for a good price.
 - Comfortable with the latest in technology, for convenience (online banking or saving money on landlines) and entertainment

Who?

Up and Coming Families

Up and Coming Families is a market in transition—residents are younger and more mobile and ethnically diverse than the previous generation. They are ambitious, working hard to get ahead, and willing to take some risks to achieve their goals. The recession has impacted their financial well-being, but they are optimistic. Their homes are new; their families are young. And this is one of the fastest-growing markets in the country.

-
- New suburban periphery: new families in new housing subdivisions; median age is 30.7 yrs
 - Building began in the housing boom of the 2000s and continues in this fast-growing market.
 - Single-family homes with a median value of \$174,000 and a lower vacancy rate.
 - Longer commute times.
 - Average household size is 3.10
 - Median Household Income is \$64,000
 - Education: 66% have some college education or degree(s).
 - Hard-working labor force with a participation rate of 71% and low unemployment at 7%
 - Most households (63%) have 2 or more workers.
 - Careful shoppers, aware of prices, willing to shop around for the best deals and open to influence by others' opinions.
 - Seek the latest and best in technology.
 - Young families still feathering the nest and establishing their style.

Who?

Southern Satellites

Southern Satellites is the second largest market found in rural settlements but within metropolitan areas located primarily in the South. This market is typically non-diverse, slightly older, settled married-couple families, who own their homes. Almost two-thirds of the homes are single-family structures; a third are mobile homes. Median household income and home value are below average. Workers are employed in a variety of industries, such as manufacturing, health care, retail trade, and construction, with higher proportions in mining and agriculture than the US. Residents enjoy country living, preferring outdoor activities and DIY home projects.

-
- | | |
|--|--|
| <ul style="list-style-type: none">• Married couples with no children are the dominant household type, with a number of multi-generational households. Median Age is 39.7 yrs.• About 79% of households are owned. Most are single-family homes (65%), with a number of mobile homes. Most housing units were built in 1970 or later. Median home value is \$119,000.• Most households own 1 or 2 vehicles, but owning 3+ vehicles is common• Average household size is 2.65• Median Household Income is \$44,000 | <ul style="list-style-type: none">• Education: almost 40% have a high school diploma only; 41% have college education.• Unemployment rate is 9.2%, slightly higher than the US rate.• Labor force participation rate is 59.7%, slightly lower than the US.• These consumers are more concerned about cost rather than quality or brand loyalty.• They tend to be somewhat late in adapting to technology.• They obtain a disproportionate amount of their information from TV, compared to other media. |
|--|--|

Who?

Top Tier

Top Tier are residents of the wealthiest Tapestry market, earn more than three times the US household income. They have the purchasing power to indulge any choice, but what do their hearts' desire? Aside from the obvious expense for the upkeep of their lavish homes, consumers select upscale salons, spas, and fitness centers for their personal well-being and shop at high-end retailers for their personal effects. Whether short or long, domestic or foreign, their frequent vacations spare no expense. Residents fill their weekends and evenings with opera, classical music concerts, charity dinners, and shopping.

-
- Married couples without children or married couples with older children dominate this market. Median Age is 46.2 yrs and average household size is 2.82
 - Housing units are owner occupied with the highest home values—and above average use of mortgages.
 - Neighborhoods are older and located in the suburban periphery of the largest metropolitan areas.
 - Socially responsible consumers who aim for a balanced lifestyle, make time for their kids or grandkids and maintain a close-knit group of friends.
 - Top Tier is a highly educated, more than one in three residents has a postgraduate degree.
 - Annually, they earn more than three times the US median household income. Median Household Income is \$157,000
 - These busy consumers seek variety in life. They take an interest in the fine arts; read to expand their knowledge; and consider the Internet, radio, and newspapers as key media sources.
 - They regularly cook their meals at home, attentive to good nutrition and fresh organic foods.



Housing:

Current housing situation in Northlake shows 1,052 households of which 30% have children under 18 years of age and 5.1% are households of people over 65 years of age.

Almost 30% of Northlake's population currently lives in owner-occupied housing compared to 70% in renter occupied housing. An interesting fact to note is that almost all of this renter population lives in a single area of multi-family complexes along the southern town boundary close to IH-35W and SH-114 intersection, Alliance Airport, and the employment opportunities in the area. If opportunities for good schools, access to top universities, and quality jobs continues, the result

is a market demand for more housing in and around Northlake, and it will become imperative for the Town to consider the housing needs, and related services for more:

- **Families with children** who want to be close to employment opportunities for parents but good educational opportunities and quality of life for their families;
- **Retirees with higher education** from successful careers who want easy access to amenities; and
- **Young adults** looking for a home to start families in a small town environment with easy access to higher education and jobs.

Also 72% of the housing stock currently in Northlake was built between 2000 and 2010, therefore in 25 years this housing stock will be in need of redevelopment adding a sudden stress on the Town's services and infrastructure unless Northlake puts plans in motion to address this over a period of time.

Land Use:

"I DON'T WANT TO SPEND MY WHOLE WEEKEND TAKING CARE OF MY YARD AND HOUSE. I WANT TO ENJOY MY WEEKENDS!"

—DFW MILLENNIAL



Analyzing the current land use and zoning show some interesting opportunities and limitations for Northlake's future:

The amount of land in the Town's extra territorial jurisdiction (ETJ) is almost as much as within the Town limits. This means that in addition to managing growth in its town limits, Northlake will need to **influence growth occurring in its ETJ** so that it is compatible and/or does not negatively impact Northlake's vision for 2040 as this area will also be inundated with the same growth pressures as Northlake.

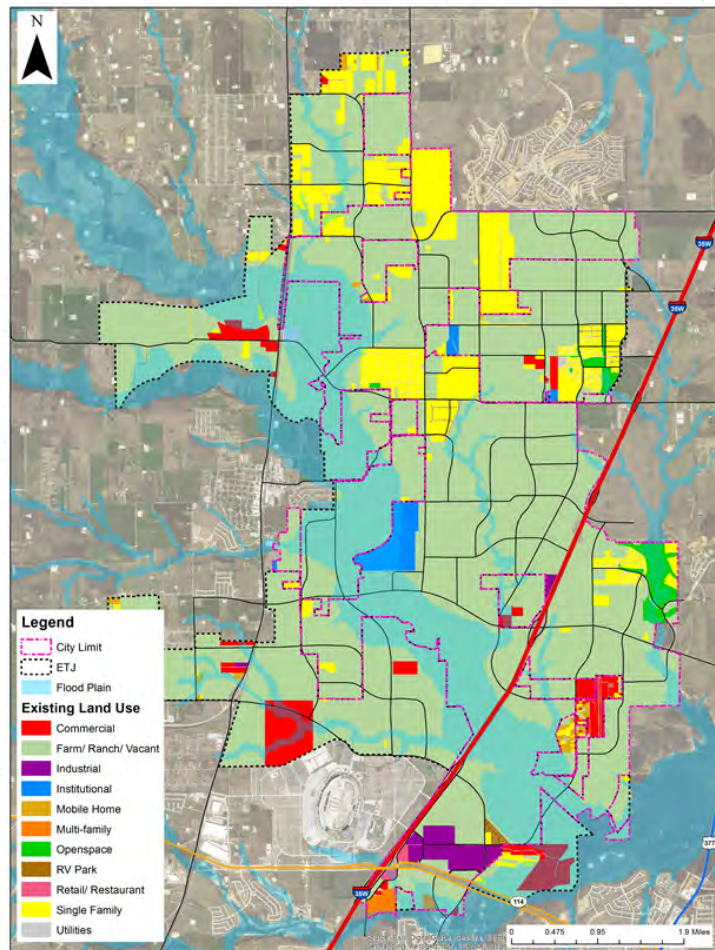
Northlake has many large undeveloped tracts that are currently used for farming, ranchland, or are vacant. However, the **opportunities for future land development in Northlake are limited** as almost a third of its land is in the floodplain. In addition to

the floodplain, existence of gas wells and distribution lines further limits where development can occur in the future.

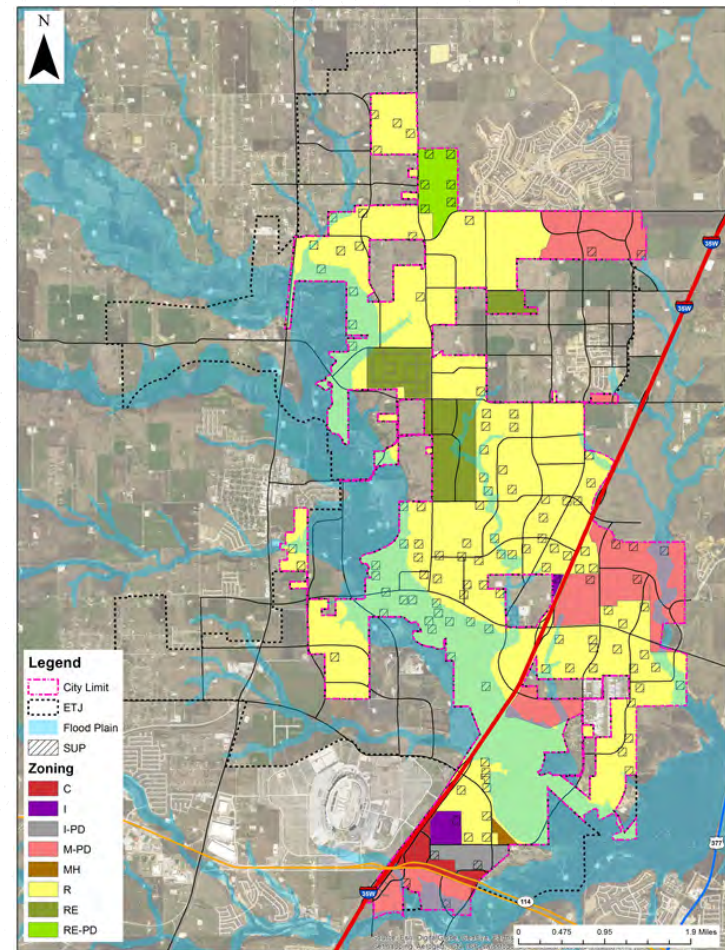
The current zoning supports maintaining rural character by zoning majority of the land for 5 acre or larger parcels. However, the current zoning also shows that some areas have been zoned for higher density residential uses in pockets and on a case-by-case basis.

As growth pressures in Northlake increase it is important for the Town to prepare a cohesive plan and zoning for how and where to accommodate this growth to avoid incompatible densities and land uses which will make it both difficult and expensive to provide services and infrastructure to serve these land uses.

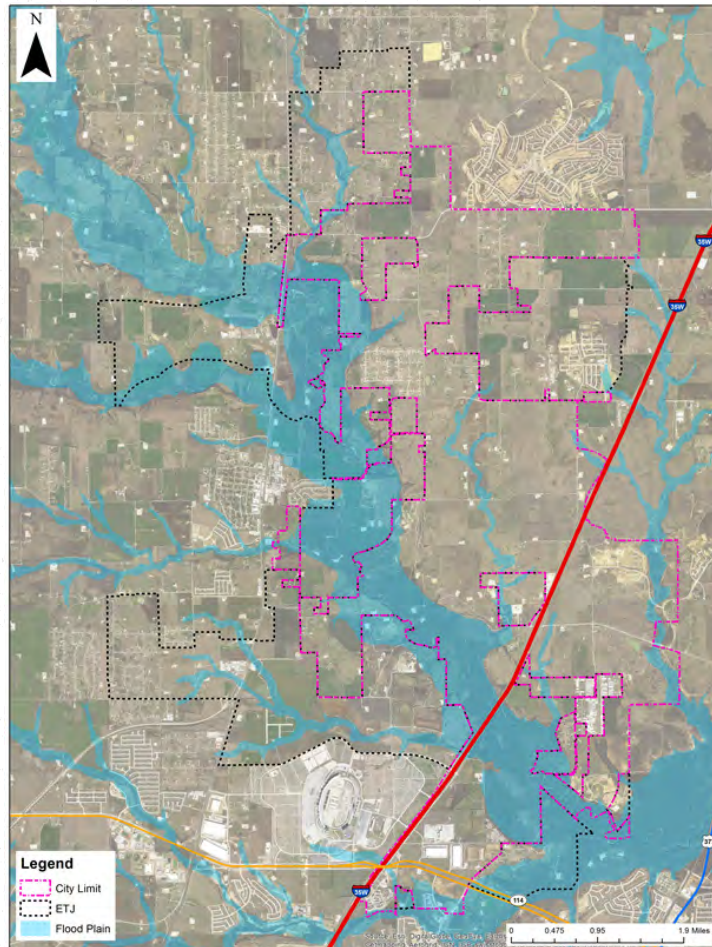
Existing Land Use (2016)



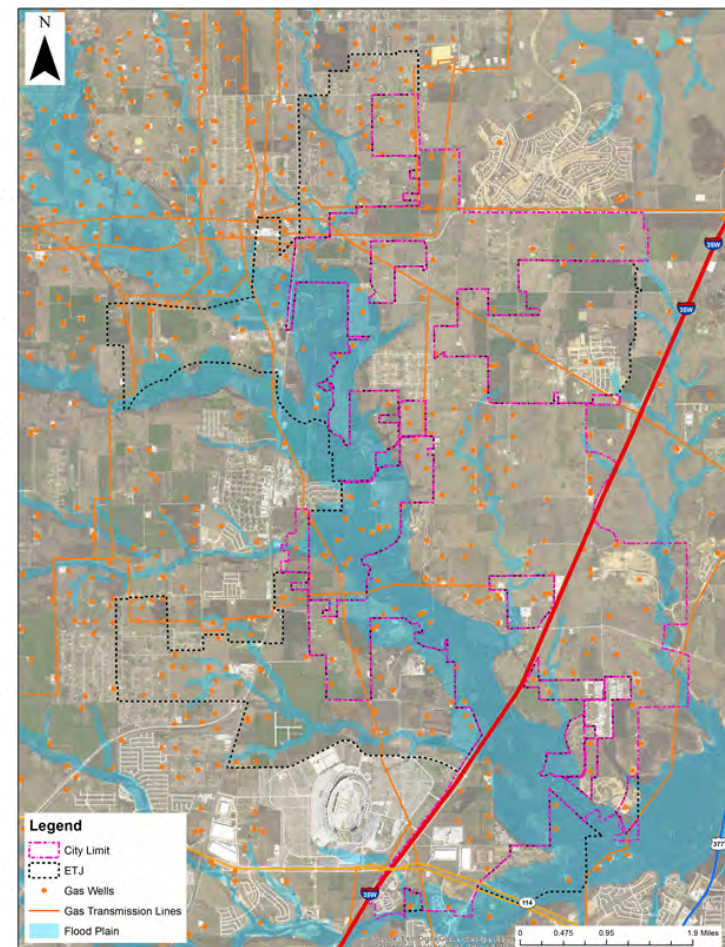
Current Zoning



Existing Floodplain



Gas Wells And Transmission Lines



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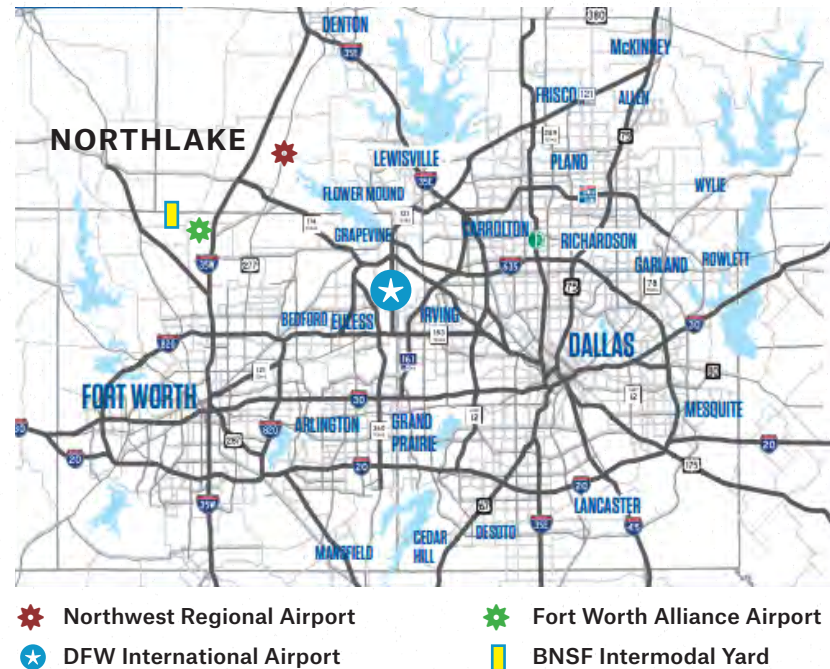


Transportation:

Northlake benefits from the Dallas-Fort Worth region's vast transportation infrastructure which provides connectivity for the Town's residents and businesses.

The easy access to IH-35 W and SH-114 provides east-west and north-south access to job centers and residential communities. DFW international airport is a 30 minute drive from Northlake. This airport is an economic engine for the region generating \$16.6 billion in economic impact annually. It is the 9th busiest passenger airport in the world serving 63.6 million passengers and the 4th busiest cargo airport moving 732,568 metric ton cargo in 2015.

The IH-35 NAFTA corridor, linking Mexico to Canada and to East and West Coast destinations, makes Northlake a part of the elite areas that can serve as logistics and distribution hub for air, rail and truck freight. The Town's proximity to the Burlington Northern Santa Fe intermodal yard and the Alliance Airport to the south also offer businesses efficient access to other key ports and distribution centers across the United States and into Mexico. In addition, the Town's Northwest Regional airport offers the opportunity to attract and enlarge its Top Tier population by promoting this into an exclusive corporate and recreational amenity airport.





Economy:

Looking at the industry and occupation data (see appendix) for Northlake it is clear that a majority of Northlake's labor force travels outside the Town for work, however this travel time is for the most part not more than 30 minutes which shows that there are ample job opportunities for Northlake both in town and within easy commuting distance.

"53% OF THE POPULATION OVER 25 YEARS OF AGE HAS A COLLEGE DEGREE WITH ANOTHER 25% HAVING SOME COLLEGE BUT NO DEGREE."

Also only 31 people (2.1%) in Northlake's labor force are currently unemployed attesting to the abundance and variety of job opportunities in and around Northlake.

Northlake's current economy depends on its close proximity to downtowns of Denton & Fort Worth, DFW & Alliance Airports, Texas Motor Speedway, major employment centers in the Alliance and 114 Corridors and over 11 miles of freeway frontage on I-35W & 114. Dallas Business Journal's rating Northlake as the fastest growing city in North Texas (2010-2011), average household income over \$90,000, new home values \$200's & Up, and nearly 100,000 vehicles per day travel through intersection of 35W & 114, combined with the Town's low tax rate, triple freeport exemptions and custom incentive packages are also a part of Northlake's growing economy.

Educational attainment of Northlake's residents/labor force is another important factor affecting its economy – 53% population over 25 years of age has a college degree with another 25% having some college but no degree and 19% with only a high school diploma and no college.

These growth shapers have drawn the following major employers to

Amazon Fulfillment Ctr.	DynCorp International	General Motors	Saddle Creek Logistics
Amerisource Bergen	Exel/Lego Systems, Inc.	Heritage Bag	Sound Physicians
Animal Health Intl.	Farmer Brothers Co.	Home Depot	TD Ameritrade
Baylor Med. Ctr. Trophy Club	Fidelity Investments	IESI	UPS Supply Chain Solutions
BNSF Railway	First American Title	JCPenney Distribution	Walmart
Bridgestone / Firestone	Fluidmaster	Martin Brower	Wells Fargo
CoreLogic, Inc.	Galderma Laboratories	Randalls/Tom Thumb DC	WW Grainger
Deloitte University	GE Manufacturing Solutions	Sabre Holdings, Inc.	

The employment opportunities that arise from these developments as well as the above mentioned growth shapers have also brought residential development to Town such as:

- **Harvest** (formerly known as Belmont) with a plan for 1,000,000 sf retail/entertainment/office and 3,000 residential units; and
- **Canyon Falls** with a plan for mix of uses – retail, office and 2,400 residential units.



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Looking at the growth shapers in this area, these trends are likely to continue. How Northlake decides to address its future policies regarding these growth shapers will be an important factor on whether the economy in Northlake will continue to grow or stagnate.

Community Engagement



Strategic Foresight

This plan has been developed based on a professional futuring process called “Strategic Foresight” facilitated by Rebecca Ryan of NEXT Generation Consulting, Inc.

This process started with a trend analysis that was conducted by a team of 33 plus Northlake stakeholders - residents, business and property owners, developers and Town staff. This stakeholder team then used the outcomes from this trend analysis to develop four future scenarios for Northlake 2040. The planning team used these scenarios to identify common themes and key crossover issues that the Town will need to prepare for in order to be ready for its future.

Trend Analysis

In February 2016 a group of public and private sector leaders met and applied the Strategic foresight strategy to Northlake 2040. Participants brainstormed the STEEP (Social, Technology, Economic, Environmental, and Political) trends impacting the Town of Northlake

in the next twenty five years, and then sorted them based on impact and uncertainty as the following photo demonstrates.

Fig. 1: The Big Sort: Northlake 2040



High Impact/High Uncertainty (upper right hand) -

These trends have the potential to be real game changers for Northlake.

High Impact/Low Uncertainty (lower right) -

These trends should be incorporated in Town and other stakeholder plans, because they are less likely to happen, but will have a large impact on Northlake if they do.

Low Impact/High Uncertainty (upper left) -

Northlake should already be addressing these trends, because they are likely to happen. But their impact will be low.

COMMUNITY SNAPSHOT

Low Impact/Low Uncertainty (lower left) – These are trends for Northlake to be aware of and monitor periodically to see if their status changes. But for now these are not likely to affect Northlake’s future.

Rebecca Ryan and a team of futurists reviewed the stakeholders’ list of trends (see Appendix) and merged them with additional insight and research to develop the following “Top Trends” for Northlake.

Although there are hundreds of trends that may impact the community’s future, the trends below meet two criteria:

- 1** They are certain to happen in the next twenty five years, and
- 2** They will have a deep impact on the community.

Trend 1: Population Growth

The Dallas-Fort Worth region is expected to grow to 10.5 million people and employ more than 6.6 million by the year 2040.

This growth is most likely to occur in areas with easy access and proximity to major transportation facilities. Northlake’s location between two major cities - Fort Worth and Denton; and easy access to IH-35, SH-114, Alliance Airport, DFW airport make it a prime target for residential and commercial development.

Northlake’s current zoning, which favors 5-acre parcels, can’t accommodate the growth that the community is primed for. Residents realize this and are advocating for careful redevelopment, to preserve the community’s rural characteristics while increasing the Town’s population and vibrancy.

Trend 2: Aging Population Requires More Services And Expenses

Many of the residents who originally moved to Northlake and bought larger parcels of 5 acres or more

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are aging. As residents age, they usually require more healthcare and emergency services and their ability to take care of their homes and land decreases. How will the Town accommodate aging residents with deep roots in the community?

Aging is also expensive: more doctor visits and personal care services may be required. Founding residents who are “land rich and cash poor” and don’t have heirs who can take care of their property may want to sell their land to developers as a means of funding their retirement. This will put additional pressure on careful planning and zoning ordinances, and also on the Town’s accessibility to health care services.

Trend 3: Aging in Place

For older residents, “Aging in Place” is becoming a popular option.

Aging in place addresses seniors’ needs for affordable, accessible housing, transportation, and community and social interaction. Communities that want to retain their senior populations or attract new senior residents should consider “Aging

in Place” development.

Trend 4: Upscale Renters

Single Americans are marrying later. The average age of a first marriage in Texas is 28 for men and 26 for women. For many of these Millennial workers, they may prefer upscale rentals over single family homes well into their 30s.

Trend 5: Multi-Family Housing

The recession, Baby Boomer retirees, and cultural preferences are all fueling an interest in multi-family housing. The recession has created a “new normal” for working families and Baby Boomers, all of whom are looking at ways to decrease the share of income spent on housing. Co-housing and multi-family housing are solutions. Mother-in-law suites are increasingly being included in residential zoning, to enable Boomer retirees to live near their working age children and help care for grandchildren.

Trend 6: Smaller but Better

A separate research project conducted for Ferris and Red Oak, Texas revealed that Millennials prefer

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smaller lot sizes (less lawn upkeep) and smaller homes (more affordable.) As one male Millennial said, "I don't want to spend my whole weekend taking care of my yard and house. I want to enjoy my weekends!"

National data supports this preference: both lot sizes and home sizes have decreased since the Great Recession:

- ▶ **David Crowe, chief economist for the National Association of Home Builders,** believes the influx of first-time home buyers will continue to pressure new developments to size down.
- ▶ **Zillow Chief Economist Svenja Gudell** says, "Americans want both space and convenience, but the land available relatively close to job centers is expensive. This trend of larger homes and smaller lots represents the compromise between what builders can profitably build and what consumers will actually buy."

Trend 7: Increased Demand for High Speed Internet

Americans look at their smart phones 150 times per day. For the next generation, access to reliable high speed internet will be a public utility like clean water and electricity.

If Northlake wants to attract next-gen residents and clean, high-paying jobs, it must ensure availability of reliable high speed internet throughout the Town.

Trend 8: Decline in Air and Water Quality

There are a number of natural gas wells in the Northlake-Denton area. Reports suggest that fracking activity is beginning to impact water supplies and air quality in this corridor.

Even if all fracking ceased today, the residual effect of underground injections of fracking liquids and

COMMUNITY SNAPSHOT

a suspected relation to ground tremor could place long term limits on Northlake's development, i.e. the cost to insure buildings in a geologically unstable area are high. In addition, development potential of many properties is significantly reduced due to the locations of gas wells and gas distribution lines.



Northlake must insist on timely and accurate reporting on air and water quality from its oil and gas vendors.

Trend 9: Increased Traffic Congestion

The Texas State Department of Transportation plans and current available funding only allow I-35W to be improved up to the 35W/114 intersection. This creates a bottleneck that makes living north of that intersection a more onerous commute to the DFW metro area (currently about 40 minutes in light traffic).

In addition, research by Dr. Robert Putnam from Harvard University shows that for every ten minutes people spend in traffic commuting to work, their civic participation decreases ten percent. Communities that value civic participation, e.g. voter turnout, community volunteers, etc., should invest in infrastructure and technology that decreases commuting time.

Trend 10: Increased Demand for Urban Villages

Many suburban areas are feeling pressure from residents to have a central retail/shopping area that is pedestrian friendly and accessible by car, bike, and walking. Residents, who spend so much of their time in their cars commuting to work, child care, and youth activities, want a close-to-home "urban village" to do their grocery shopping, dry-cleaning, and retailing.

Urban villages are much smaller in scale than big box retail. They have a human scale, and are designed intentionally to be gathering spots for local residents. Belmar, an urban village in Lakewood, Colorado is a worthy example for Northlake: it is upscale, well designed, and is in a suburban area fourteen minutes from Denver.

Scenario Development

After sorting the trends, participants broke into four teams and developed the following possible scenarios for the 25-year future of Northlake:

Watch and Wait – “Noasis”

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A few years later, Northlake finds itself in an even worse situation, and begs Homer to come back. What he finds is unsettling. The Town and citizens' "watch and wait" approach has set them even further behind. The drone economy, which now includes Amazon's delivery drones, has been left unregulated and Northlake has been the cause of many accidents and safety concerns. A lack of adaptive land use policies has forced growth around Northlake, but not within it, making Northlake a hole in the middle of a growth donut. Because of this, Northlake's tax base hasn't increased on par with its neighbors, and other communities are leapfrogging Northlake, attracting new families and new retail.

Homer reluctantly takes the job in 2028, seeing Northlake as a "glass half full." He sees opportunities that come from population growth around Northlake and signs of hope in Farm-To Table type development. Once again, Homer runs into the "Watch and Wait" – no action attitude of the Town. Only larger estates are developed, which results in – decrease in tax value, lack of retail & commercial developments, lack of infrastructure and other amenities for the residents. The quality of life in Northlake does not compare to the cities surrounding it and it loses jobs and residents.

Homer quits his job in extreme frustration again in 2040 as Northlake faces the possibility of not having the resources to maintain itself as an independent Town.



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However, in 2020 disaster strikes. The world financial markets collapse and Northlake finds itself in debt and citizens walking a financial tightrope.

The citizens of Northlake, who've always been self-reliant, band together to find solutions. Led by business-savvy people including Adam, citizens approve bonds for important buildings and infrastructure. The Town progressively issues IPO's (initial public offerings) that enable citizens to directly invest in Northlake. And the Town and businesses work together to offer incentives to businesses to bring jobs back to Town. They find creative solutions such as Farmers Markets and Farm-To-Market themes to revive the Town's economy through community consensus. Northlake makes steady results, and there is a strong feeling of community pride and cohesion.

By 2040, when Adam's kids are grown, the Town is thriving and a new generation finds itself coming back to Northlake, to be close to their parents and the special community that works together to find creative solutions for its future.

COMMUNITY SNAPSHOT

In 2020, Disney announces that it wants to come to Northlake. Danny is skeptical. Sure, Northlake has the land, but how will the Town respond? To his surprise, Northlake has built an effective community engagement process for large-scale decisions like these. In fact, Danny is asked to join a volunteer committee of local folks who have subject matter expertise in issues like this, to advise the community on the development.

With a trusted process and capable community volunteers, Northlake is able to make good decisions that allow it to leverage the Disney investment to balance the need to preserve open space and pastures and increase tax base by attracting younger families, retail, and other amenities to Town. Disney's investment pays for infrastructure improvements that benefit all of Northlake.

In 2040, Danny is very happy with his decision to move back to his hometown. Northlake has no debt, new revenue, low taxes and the pastures and open spaces still exist.

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SCENARIO 4:

Everything Goes the “Right Way” – Blue Skies



Blue Skies is a story of everything going “right” for Northlake. It centers on Mr. and Mrs. Scotts who moved to Northlake in 2016 to be closer to Mr. Scotts' parents who live in Robson Ranch, and so that their children could grow up in Northlake and be near their grandparents.

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The Scotts are Baby Boomers who —like many of their peers — have no intention of growing old and moving to “senior living.” They want to be close to their family and stay mobile and active. Northlake turned out to be the perfect choice for them, because since they moved to Town, Northlake has become an even more vibrant and thriving place.

It started in 2020 when Northlake took advantage of several technologies that really paid off. First, it invested in solar power, which was a cheaper and “cleaner” way to produce electricity. Northlake was also one of the first Towns in the DFW metro to adopt community wide water conservation policies.

A group of Northlake agriculturists also experimented with ways to grow more of their food locally, which led to the development of a robust farmer’s market that attracted multi-generational families each week, and became a real gathering spot. Healthcare technology and the Town’s decision to accommodate self-driving cars enabled the Scotts to see their doctors without assistance from Tina, which was important. In 2025, Mrs. Scott developed macular degeneration and had to give up her driver’s license. But her self-driving car ensured she could maintain her independence.

In addition, the Scotts brag to their friends about Northlake:

- **They are a short drive or stroll to Amazing green spaces:** horses, trails, a large community space/commons for farmers market, concerts etc., a recreational facility for sports, parks, and a PGA golf course.
- **It has reliable mass transit.**
- **Northlake has cultural diversity,** mixed use retail, and good schools for their grandkids.
- **It’s walkable!** You don’t have to drive everywhere!



Common Themes from the Scenarios:

Of course, none of the four stories is likely to be 100% true. The value of completing these scenarios was to discover common themes among several possible futures. The following are themes that were common in two or more scenarios for Northlake in 2040:

- **Northlake retains kids and grandkids -** Northlake is a vibrant community for all generations.
- **Preserving ranches and open space -** Northlake respects its legacy and is agile enough for continued growth.
- **Family oriented -** Northlake balances its growth with a commitment to vibrant public parks, trails, and other dynamic public amenities.
- **Responsible growth -** Northlake values high quality development for residents and businesses which results in high, sustained property values and increased tax revenues.
- **Community engagement -** Northlake has actively engaged residents who work together for the common good.
- **Self-reliance/Self-determination -** Northlake is self-directed in its planning and carves its own path forward.

These common themes point us in the direction of Northlake's future. They tell us that whatever the future brings, these are the themes that citizens care most about, and need to be prepared for.



Key Issues:

To achieve this future regardless of the particular scenarios, Northlake will need to address some key issues. These key issues can be divided into three categories:

Outside-in Issues: e.g. stock market crash, originate outside of our control, but impact us internally. We can't prevent these issues, but we can be prepared for them.

- **Oil and gas industry**
- **Fast paced development** in surrounding areas

Inside-out Issues: are issues we can control and

which directly affect us. To be future ready, we must address these issues responsibly.

- **Providing adequate infrastructure** - roadways, water, sewer, drainage etc.
- **Finding funding for city services and amenities** - tax base, high value developments, public private partnerships, bonds, special districts etc.
- **Managing physical development** - comprehensive plan, zoning and other development regulations, economic development incentives etc.
- **Developing community consensus** - opportunities for public input, involvement and education, transparent government etc.

Hybrid Issues: share origination we control them somewhat and external forces also control them. We must have a handle on the portions we control and be prepared for those portions beyond our control.

- **Education** - Independent School District, State Universities, Community College, Private Schools and Colleges etc.
- **Regional transportation** - TxDOT (IH-35 & SH 114), Transit agencies (DART, The T, DCTA), Airports (Alliance & DFW), North Central Texas Council of Governments (regional plans & funding) etc.

Public Input

The next step in creating this plan was Public Input – a process which included a visual preference survey (VPS) that allowed residents and future residents to explore the look and type of developments they would like to see in Northlake and a trade-off questionnaire that provided insight on the residents' priorities and the trade-offs they would be willing to make to see the vision for Northlake come true.

The **VPS and trade-off questionnaire** also allowed residents and businesses to vet the common themes and issues developed during Strategic Foresight process. The public input was conducted through both an Open House and an online survey. The total number of individual participants was 145 people.



Following is the summary (see appendix for detailed results) of the public input:



- **Generally, people prefer larger lots**, usually at least 1 acre and a more rural feel to residential development. They value the rural feel and character and desire a high level of growth management. In addition, people consider roads and water a near term concern for growth.
- **They desire access to restaurants and shopping** in the Town, and support preserving open spaces and ranches while attracting businesses to the IH-

COMMUNITY SNAPSHOT

35 corridor.



- **The top priorities for vision 2040 were:** Maintaining Rural Character; Growth Management; and Creating/maintaining a Sense of Community.
- **People preferred Single Family (SF) Estate** the most but tied for second was an equal desire for both the SF Medium Density (0.5-1 acre) and Residential farm/Ranch housing types.



- **The people wanted Balanced Growth in Northlake** to Preserve Open Space, ranch, farmland while attracting: businesses to IH35 corridor; new retail business to interior of Town; and mixed use developments.

- **The trade-offs** that people were willing to make in order to bring more amenities, services, access to restaurants and retail, were (in order of priority):

- 1) Higher Density Single Family
- 2) Pay more taxes
- 3) More Multi-Family



- **People identified quality of roads, water, and parks/trails/recreation as the most important, near term issues to achieve the vision for 2040.**

The look and style of developments desired is as follows:



People desired a more traditional, authentic look, and with higher quality materials for Retail/Commercial Buildings. The lower quality and strip mall style development was least preferred. Also commercial buildings are generally more preferred in commercial areas, but in some instances, could be in suburban areas too.



For Multi-Family a large apartment complex regardless of quality lacks high level of support. Notable exception was for 3 story row house of traditional character which had moderate support in suburban and commercial areas, and small support even for rural.



Single Family that looks traditional such as craftsman, prairie, neo-traditional, and “farm house” are highly supported, even in commercial areas.

COMMUNITY SNAPSHOT



People prefer a more traditional look for Commercial/Office/Civic Buildings. An exception might be the midrise glass and steel, which only has support in a commercial area. High tech/ modern look was hated most everywhere with the least support of all even for the commercial areas.

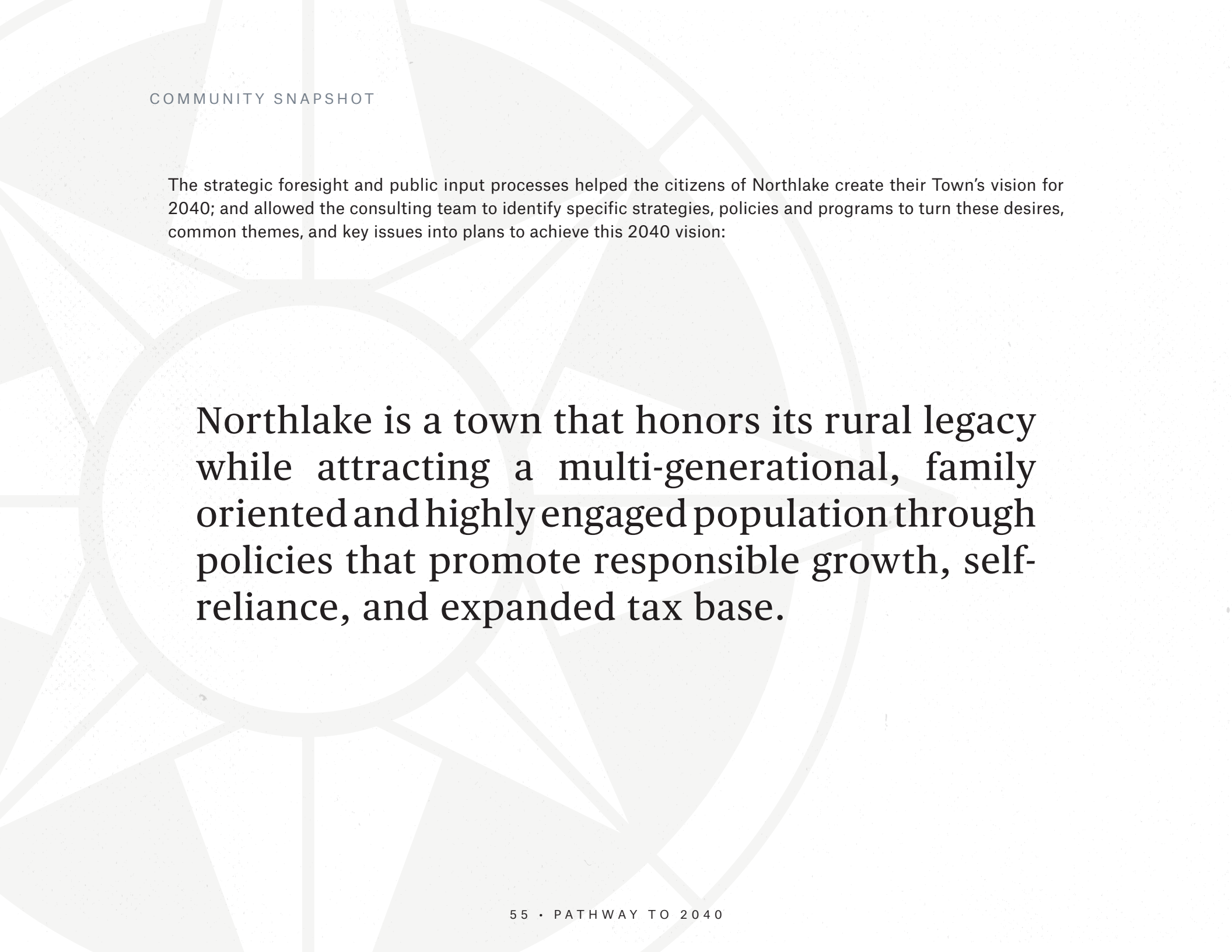


Parks & Open Space were preferred to be more rural, less developed looking. Lowest ranking images, though still with some moderate support were the sports complex and mixed-use/civic center.



People preferred highway corridors with landscaping. People also showed a desire for some density along major streets if it is not showing traffic congestion or too urban looking; neo-traditional mixed-use and pedestrian oriented also had some support.

General theme of preserving rural areas was observed for most development types.



COMMUNITY SNAPSHOT

The strategic foresight and public input processes helped the citizens of Northlake create their Town's vision for 2040; and allowed the consulting team to identify specific strategies, policies and programs to turn these desires, common themes, and key issues into plans to achieve this 2040 vision:

Northlake is a town that honors its rural legacy while attracting a multi-generational, family oriented and highly engaged population through policies that promote responsible growth, self-reliance, and expanded tax base.



Town of Northlake
1400 FM 407
Northlake, Texas 76247



www.town.northlake.tx.us

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Karen Bolyard, Finance Director
Date: July 28, 2016
Re: Property Tax Relief Options for Senior and Disabled Residents

Mayor Dewing has requested a presentation on potential options for tax relief for seniors (over 65). I have prepared a presentation that briefly reviews the current property tax calculations and impact, discusses existing Northlake tax exemptions and caps, provides an overview of exemptions and caps for other taxing entities, and introduces tax relief options. The options include a set amount exemption determined and approved by the Council annually, a set percentage that can only be modified in 2019, and a property value cap that can never be modified or repealed by council.

The proposed budget discussed later in the council briefings assumes maintaining the current tax rate of \$0.295 per \$100 of valuation. This rate is lower than many other surrounding communities even after various exemptions and caps are included by other municipalities. The goal of staff has been to maintain the property tax rate and keep Town expenses within the provided resources.

Please contact me at 940.242.5701 if you have any questions or comments.

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Director of Finance
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: July 28, 2016
Re: Quarterly Investment Report – Third Quarter 2016

During the third quarter of fiscal year 2016, the Town earned \$7,717.29 in interest revenue from investments. When comparing the third quarter interest earnings with the first quarter of 2016 interest earnings, the Town incurred a 14.88% or \$999.41 increase in interest income.

Approximately 65% of the investments that the Town holds are in LOGIC. This entity allows local governments within Texas to “pool” their money together to earn increased returns over individual investment options. One advantage of the pooled system is same day access to funds should the need arise. The pool is maintained in accordance with the Public Funds Investment Act. The pool’s interest yield is regularly compared to Treasury Bills because of the similarities in security. Treasury Bills are sold by the US Government and are considered the most conservative investment option, often having the lowest interest yield. The Treasury bill return remains low, fueling low earnings in the pools.

The remainder of the Town’s investments are held in an interest bearing account with Wells Fargo. The interest rate offered through Wells Fargo is comparable to that of investment pools and allows the Town to use the balance to earn credits to offset banking fees. The investments are partially covered from bank default by FDIC insurance with the remainder fully collateralized with the collateral held by a third party.

If you have any questions regarding this report or need further information please contact me at 940-242-5706.



Quarterly Investment Report

April - June 2016

Investment	Account Number	Account Name	Account Code	Beginning Balance	Interest Earned			Ending Balance
					Apr-16	May-16	Jun-16	
Wells Fargo	65302966649	General Fund	100-11225-00-00	1,295,848.07	239.67	247.70	239.76	1,296,575.20
LOGIC	752414814001	General Fund	100-11275-00-00	39,210.98	17.53	18.30	18.19	39,265.00
Wells Fargo	65302966649	Donations Fund	105-11225-00-00	6,631.08	1.23	1.27	1.23	6,634.81
LOGIC	752414814001	Donations Fund	105-11275-00-00	904.87	0.40	0.42	0.42	906.11
Wells Fargo	65302966649	Hotel/Motel Fund	110-11225-00-00	277,544.71	51.33	53.05	51.35	277,700.44
LOGIC	752414814001	Hotel/Motel Fund	110-11275-00-00	63,340.67	28.31	29.57	29.38	63,427.93
Wells Fargo	65302966649	Court Revenue Fund	120-11225-00-00	53,826.29	9.96	10.29	9.96	53,856.50
LOGIC	752414814001	Court Revenue Fund	120-11275-00-00	9,924.94	4.44	4.63	4.60	9,938.61
Wells Fargo	65302966649	4A EDC	130-11225-00-00	285,755.82	52.85	54.62	52.87	285,916.16
LOGIC	752414814001	4A EDC	130-11275-00-00	28,151.42	12.58	13.14	13.06	28,190.20
Wells Fargo	65302966649	4B CDC	131-11225-00-00	264,264.22	48.88	50.51	48.89	264,412.50
LOGIC	752414814001	4B CDC	131-11275-00-00	28,151.42	12.58	13.14	13.06	28,190.20
Wells Fargo	65302966649	Belmont	140-11225-00-00	40,200.06	7.44	7.68	7.44	40,222.62
LOGIC	752414814001	Belmont	140-11275-00-00	4,021.66	1.80	1.88	1.87	4,027.21
Wells Fargo	65302966649	Police Asset Forfeiture Fund	150-11225-00-00	7,551.16	1.40	1.44	1.40	7,555.40
Wells Fargo	65302966649	Child Safety Fund	152-11225-00-00	52,067.71	9.63	9.95	9.63	52,096.92
LOGIC	752414814001	Child Safety Fund	152-11275-00-00	4,624.84	2.07	2.16	2.15	4,631.22
Wells Fargo	65302966649	Debt Service Fund	160-11225-00-00	29,163.12	5.39	5.57	5.40	29,179.48
Wells Fargo	65302966649	Water/Waste Water Fund	200-11225-00-00	1,912.95	0.35	0.37	0.35	1,914.02
LOGIC	752414814001	Water/Waste Water Deposit Fund	200-11280-00-00	29,526.72	13.20	13.78	13.70	29,567.40
Wells Fargo	65302966649	Cost Recovery Fund	201-11225-00-00	128,742.38	23.81	24.61	23.82	128,814.62
LOGIC	752414814001	Cost Recovery Fund	201-11285-00-00	14,176.26	6.34	6.62	6.58	14,195.80
LOGIC	752414814011	Waterline Project-CO Srs 2014A	203-11275-00-00	892,647.61	398.99	416.84	414.16	893,877.60
LOGIC	752414814013	Waterline Project-CO Srs 2014B	203-11276-00-00	391,160.30	174.85	182.69	181.49	391,699.33
Wells Fargo	65302966649	Capital Projects Fund	301-11225-00-00	25,135.84	4.65	4.80	4.65	25,149.94
LOGIC	752414814012	Highlands PID #2 Developer Reim	402-11275-00-00	3,023,969.39	1,351.72	1,412.12	1,403.05	3,028,136.28
Wells Fargo	65302966649	Equipment Fund	505-11225-00-00	160,918.00	29.76	30.76	29.77	161,008.29
				\$ 7,159,372.49	\$ 2,511.15	\$ 2,617.91	\$ 2,588.23	\$ 7,167,089.79

Total Quarter Interest Earned \$ 7,717.29

AVERAGE YIELDS

LOGIC

0.5525%

Wells Fargo

0.2300%

WEIGHTED AVERAGE MATURITY

38 days

TREASURY YIELDS

30 Day T-Bill

0.2119%

90 Day T-Bill

0.2594%

1 Year T-Bill

0.5663%

Drew Corn, Town Administrator

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Finance Director
cc: Shirley Rogers, Town Secretary
Drew Corn, Town Administrator
Date: July 28, 2016
Re: Quarterly Budget Review – Third Quarter of FY 2016

The General Fund revenues ended the third quarter 5% higher than anticipated. The increase is mainly attributable to the collection of building permits, plan review fees and registration fees for Farmers Brothers and Rosa's Cafe. Expenditures remain 9% below budget expectations but this was slightly offset by an increase in attorney fees and the purchase of new wireless communication devices.

Hotel Occupancy Tax revenues remained strong through the third quarter with hotel taxes exceeding budget expectations by 12%. Expenditures remain below expectations as the Hotel Conference Center study will probably not begin until the upcoming budget year.

The NEDC and NCDC revenues exceeded budget expectations by 6% and is mainly due to the collection of annual royalties for the 114 Hwy. advertising billboard. Sales taxes remained strong and exceed budget by 5%. Overall, expenditures remain below budget expectations due to the timing of the payments for development incentives. Staff anticipates that incentives for Northport 35 will be paid by fiscal year end but the Farmers Bothers incentives will not be paid until next fiscal year. Maintenance expenditures are higher than anticipated due to the payment for updates to the REGIS mapping service

Overall, Utility Fund revenues are 4.5% below budget expectations due to the timing of billing for services. Since the Town bills for actual usage, payments for services rendered are normally received 30 days in arrears of usage. Other revenues are higher than anticipated due to the growth in customer base which has caused the collection of more excess usage fees, penalties, and meter set fees during the quarter. Overall expenditures remain below budget but are anticipated to meet expectations by fiscal year end. Maintenance and services expenditures are higher than expected due to the necessary repairs at the Aero Valley water well and for water modeling to meet new TCEQ requirements.

During the third quarter the Equipment Fund placed in service the new public works vehicle. Overall expenditures exceed budget expectations by 8.5% due to higher than expected costs for ancillary vehicle equipment and radios.

If you have any questions or comments please contact me at 940.242.5706.



Town of Northlake
GENERAL FUND
 Quarter Ended June 30 2016

Fund: 100	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,478,315	1,478,315		1,478,315			940,481		940,481		
REVENUES:											
Court Fines	625,000	625,000	123,516	416,116	(208,884)	66.6%	671,848	158,966	517,812	(154,036)	77.1%
Sales/Beverage Tax	360,000	550,000	188,995	410,970	(139,030)	74.7%	457,100	95,030	210,667	(246,433)	46.1%
Ad Valorem Taxes	607,422	655,000	30,702	687,971	32,971	105.0%	531,191	2,744	520,030	(11,160)	97.9%
Permits and Registrations	15,550	20,150	3,985	19,235	(915)	95.5%	23,529	9,243	16,566	(6,963)	70.4%
Franchise Fees	225,000	261,000	69,100	133,004	(127,996)	51.0%	244,696	57,941	105,949	(138,746)	43.3%
Building Permits	386,500	513,500	157,629	478,837	(34,663)	93.2%	468,096	119,172	291,157	(176,939)	62.2%
Development	327,500	278,500	60,583	184,218	(94,282)	66.1%	489,223	62,534	337,205	(152,018)	68.9%
Transfers	175,000	175,000	43,750	131,250	(43,750)	75.0%	175,000	43,750	131,250	(43,750)	75.0%
Other Revenue:	74,260	83,860	26,811	69,840	(14,020)	83.3%	97,167	26,645	67,076	(30,091)	69.0%
TOTAL REVENUE:	2,796,232	3,162,010	705,071	2,531,440	(630,570)	80.1%	3,157,850	576,026	2,197,713	(960,137)	69.6%
EXPENDITURES:											
Payroll & Benefits	1,721,183	1,761,778	474,684	1,239,616	(522,163)	70.4%	1,449,115	404,601	1,073,917	(375,198)	74.1%
Supplies	128,480	131,480	24,390	65,923	(65,557)	50.1%	129,233	25,364	86,827	(42,405)	67.2%
Maintenance	176,050	161,550	16,848	108,847	(52,703)	67.4%	147,914	49,126	103,033	(44,881)	69.7%
Utilities	10,200	10,200	2,059	9,886	(314)	96.9%	39,001	8,208	24,122	(14,879)	61.8%
Services	525,769	609,824	179,253	523,741	(63,422)	89.6%	560,765	138,036	401,819	(140,186)	69.6%
Capital Outlay	-	-	-	-	0	0.0%	54,488	-	-	(54,488)	0.0%
Transfers	223,511	676,261	115,293	227,049	(398,517)	36.3%	239,500	16,125	223,375	(16,125)	93.3%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	2,785,193	3,351,093	812,529	2,175,062	(1,102,676)	65.9%	2,620,015	641,459	1,913,093	(688,162)	73.0%
REV OVER/(UNDER) EXP	11,039	(189,083)	(107,458)	356,379			537,835	(65,434)	284,620		
ENDING FUND BALANCE	1,489,354	1,289,232		1,834,694			1,478,315		1,225,100		



Town of Northlake
HOTEL OCCUPANCY TAX
 Quarter Ended June 30 2016

Fund: 110	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,029,865	1,029,865		1,029,865			814,978		814,978		
REVENUES:											
Taxes / Fees & Fines	200,000	200,000	58,778	175,216	(24,784)	87.6%	238,013	63,109	153,116	(84,897)	64.3%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	141,843	20,616	243	651	(649)	3.2%	21,696	168	588	(21,107)	2.7%
TOTAL REVENUE:	341,843	220,616	59,021	175,867	(25,433)	79.7%	259,709	63,278	153,705	(106,004)	59.2%
EXPENDITURES:											
Payroll & Benefits	28,976	32,626	8,997	22,055	(10,571)	67.6%	25,485	7,841	19,125	(6,360)	75.0%
Supplies	2,000	2,000	-	-	(2,000)	0.0%	51	-	51	-	100.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	158	158	0.0%	447	115	319	(128)	71.4%
Services	55,600	57,290	12,230	20,770	(36,520)	36.3%	18,838	8,505	15,800	(3,037)	83.9%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	1,690	-	-	-	-	0.0%	-	-	588,040	588,040	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	88,266	91,916	21,227	42,983	(48,933)	46.8%	44,821	16,461	623,336	578,515	1390.7%
REV OVER/(UNDER) EXP	253,577	128,700	37,795	132,884			214,887	46,817	(469,631)		
ENDING FUND BALANCE	1,283,442	1,158,565		1,162,749			1,029,865		345,347		



Town of Northlake
SPECIAL REVENUE FUNDS
 Quarter Ended June 30 2016

Fund: <<120,121,150,151,152,1	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	180,989	180,989		180,989			157,985		157,985		
REVENUES:											
Interest	305	305	84	232	(73)	76.1%	261	65	190	(71)	72.8%
Court Technology	16,000	16,000	3,211	10,908	(5,092)	68.2%	20,797	4,338	16,796	(4,001)	80.8%
Court Security	12,000	12,000	2,408	8,184	(3,816)	68.2%	13,954	3,259	10,953	(3,001)	78.5%
Seatbelt Fees	15,000	15,000	1,411	4,468	(10,532)	29.8%	8,610	1,831	7,546	(1,064)	87.6%
Online Access Fees	15,000	15,000	4,422	14,594	(406)	97.3%	-	-	-	-	0.0%
Seized Monies & Goods	-	-	-	-	-	0.0%	-	-	-	-	0.0%
State Training	-	-	-	416	416	0.0%	-	-	-	-	0.0%
Child Safety	1,000	1,000	-	1,773	773	177.3%	1,608	-	1,608	-	100.0%
Transfers	-	-	59,416	59,416	59,416	0.0%	-	-	-	-	0.0%
Other Revenue:	-	-	8,486	8,486	8,486	0.0%	1,675	-	-	(1,675)	0.0%
TOTAL REVENUE:	59,305	59,305	79,438	108,477	49,172	182.9%	46,905	9,494	37,093	(9,812)	79.1%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	3,500	3,500	-	2,835	(665)	81.0%	1,774	-	1,774	-	100.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	3,000	3,000	684	1,538	(1,462)	51.3%	2,051	513	1,539	(513)	75.0%
Services	34,700	40,200	27,568	36,781	(3,419)	91.5%	20,202	2,188	18,613	(1,589)	92.1%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	41,200	46,700	28,252	41,154	(5,546)	88.1%	24,027	2,701	21,926	(2,102)	91.3%
REV OVER/(UNDER) EXP	18,105	12,605	51,186	67,323			22,878	6,793	15,168		
ENDING FUND BALANCE	199,094	193,594		248,312			180,863		173,152		



Town of Northlake
ECONOMIC DEVELOPMENT CORPORATION
 Quarter Ended June 30 2016

Fund: 130	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	592,373	592,373		592,373			455,140		455,140		
REVENUES:											
Taxes / Fees & Fines	180,000	275,000	94,498	223,523	(51,477)	81.3%	212,948	47,515	105,334	(107,614)	49.5%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	1,250	16,150	14,935	15,595	(555)	96.6%	998	362	672	(326)	67.3%
TOTAL REVENUE:	181,250	291,150	109,433	239,118	(52,032)	82.1%	213,946	47,877	106,006	(107,940)	49.5%
EXPENDITURES:											
Payroll & Benefits	28,411	28,411	6,792	21,427	(6,984)	75.4%	23,122	6,986	17,235	(5,888)	74.5%
Supplies	3,200	3,200	151	2,668	(532)	83.4%	1,313	406	954	(359)	72.6%
Maintenance	250	250	2,100	2,100	1,850	840.0%	-	-	-	-	0.0%
Utilities	150	150	(89)	70	(80)	46.4%	447	115	320	(128)	71.4%
Services	32,600	41,790	11,388	33,705	(8,085)	80.7%	26,830	18,101	21,469	(5,360)	80.0%
Development Incentives	330,000	330,000	-	-	(330,000)	0.0%	14	14	14	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	26,690	25,000	6,250	18,750	(6,250)	75.0%	25,000	6,250	18,750	(6,250)	75.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	421,301	428,801	26,594	78,719	(350,082)	18.4%	76,727	31,872	58,741	(17,985)	76.6%
REV OVER/(UNDER) EXP	(240,051)	(137,651)	82,840	160,399			137,219	16,006	47,264		
ENDING FUND BALANCE	352,322	454,722		752,772			592,359		502,405		



Town of Northlake

COMMUNITY DEVELOPMENT CORPORATION

Quarter Ended June 30 2016

Fund:	131										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Unaudited Prior Year Actual	Unaudited Prior Year Quarter	Unaudited Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	571,429	571,429		571,429			433,937		433,937		
REVENUES:											
Taxes / Fees & Fines	180,000	275,000	94,498	221,088	(53,912)	80.4%	212,947	47,515	105,334	(107,614)	49.5%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	1,250	16,150	14,923	15,560	(590)	96.3%	952	351	638	(314)	67.0%
TOTAL REVENUE:	181,250	291,150	109,421	236,647	(54,503)	81.3%	213,899	47,866	105,972	(107,927)	49.5%
EXPENDITURES:											
Payroll & Benefits	28,411	30,511	6,792	21,327	(9,184)	69.9%	22,973	6,936	17,135	(5,838)	74.6%
Supplies	3,200	5,400	151	2,668	(2,732)	49.4%	1,190	406	854	(336)	71.8%
Maintenance	250	2,250	2,100	2,100	(150)	93.3%	-	-	-	-	0.0%
Utilities	150	150	(103)	56	(94)	37.0%	447	115	320	(128)	71.4%
Services	32,600	41,791	10,843	33,073	(8,718)	79.1%	26,797	18,412	21,466	(5,331)	80.1%
Development Incentives	330,000	330,000	-	-	(330,000)	0.0%	14	14	14	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	26,690	25,000	6,250	18,750	(6,250)	75.0%	25,000	6,250	18,750	(6,250)	75.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	421,301	435,102	26,034	77,973	(357,129)	17.9%	76,421	32,133	58,539	(17,882)	76.6%
REV OVER/(UNDER) EXP	(240,051)	(143,952)	83,387	158,674			137,478	15,733	47,433		
ENDING FUND BALANCE	331,378	427,477		730,103			571,415		481,370		



Town of Northlake
DEBT SERVICE
 Quarter Ended June 30 2016

Fund:	160										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Unaudited Prior Year Actual	Unaudited Prior Year Quarter	Unaudited Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	34,765	34,765		34,765			(28)		(28)		
REVENUES:											
Taxes / Fees & Fines	215,500	215,500	10,430	259,541	44,041	120.4%	225,188	1,110	222,029	(3,159)	98.6%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	175,000	-	-	(175,000)	0.0%	25,000	-	25,000	-	100.0%
Bond Proceeds	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	20	20	16	48	28	242.1%	117	69	100	(17)	85.5%
TOTAL REVENUE:	215,520	390,520	10,446	259,590	(130,930)	66.5%	250,305	1,179	247,129	(3,176)	98.7%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	300	300	-	300	-	100.0%	300	-	300	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	214,228	214,228	141,247	213,537	(691)	99.7%	215,212	138,739	213,989	(1,224)	99.4%
TOTAL EXPENSES:	214,528	214,528	141,247	213,837	(691)	99.7%	215,512	138,739	214,289	(1,224)	99.4%
REV OVER/(UNDER) EXP	992	175,992	(130,801)	45,752			34,793	(137,560)	32,840		
ENDING FUND BALANCE	35,757	210,757		80,517			34,765		32,812		



Town of Northlake
WATER & SEWER FUND
 Quarter Ended June 30 2016

Fund: <<200>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	2,237,781	2,237,781		2,237,781			888,093		888,093		
REVENUES:											
Water Sales	915,000	1,210,000	270,668	763,229	(446,771)	63.1%	852,395	211,253	492,302	(360,094)	57.8%
Water Fees	101,050	150,250	44,700	119,900	(30,350)	79.8%	109,800	47,100	79,000	(30,800)	71.9%
Sewer Sales	525,000	600,000	173,623	457,605	(142,395)	76.3%	428,612	108,116	288,495	(140,117)	67.3%
Sewer Fees	1,500	3,200	3,650	5,350	2,150	167.2%	550	200	400	(150)	72.7%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
FWSD Reimbursement	50,000	-	-	-	-	0.0%	-	-	-	-	0.0%
Developer Contributions	-	-	-	-	-	0.0%	1,337,206	-	1,337,206	-	100.0%
Other Revenue:	10,650	21,150	18,596	57,529	36,379	272.0%	39,852	11,367	25,293	(14,559)	63.5%
TOTAL REVENUE:	1,603,200	1,984,600	511,238	1,403,614	(580,986)	70.7%	2,768,414	378,035	2,222,695	(545,719)	80.3%
EXPENSES:											
Payroll & Benefits	257,768	286,768	70,706	168,402	(118,366)	58.7%	186,038	53,793	132,096	(53,942)	71.0%
Supplies	30,675	26,925	4,538	19,878	(7,047)	73.8%	25,881	4,714	16,123	(9,758)	62.3%
Maintenance	52,350	50,200	(33,852)	64,671	14,471	128.8%	55,404	13,768	37,970	(17,434)	68.5%
Wholesale Water	500,000	750,000	149,308	367,974	(382,026)	49.1%	519,390	146,058	246,979	(272,411)	47.6%
Sewer Treatment	400,000	350,000	(116,836)	74,817	(275,183)	21.4%	286,599	(39,517)	203,817	(82,782)	71.1%
Utilities	45,220	44,820	9,871	21,354	(23,466)	47.6%	40,466	8,666	26,465	(14,000)	65.4%
Services	61,375	58,400	34,586	89,818	31,418	153.8%	160,840	12,764	51,974	(108,865)	32.3%
Capital Outlay	84,300	150,300	33,489	115,028	(35,272)	76.5%	-	33,022	54,352	54,352	0.0%
Transfers	171,629	177,629	42,907	128,722	(48,907)	72.5%	143,000	35,750	107,250	(35,750)	75.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	1,603,317	1,895,042	194,717	1,050,664	(844,378)	55.4%	1,417,618	269,019	877,028	(540,591)	61.9%
REV OVER/(UNDER) EXP	(117)	89,558	316,521	352,950			1,350,796	109,017	1,345,668		
ENDING FUND BALANCE	2,237,664	2,327,339		2,590,731			2,238,889		2,233,761		
Less: Net Capital Assets	(2,369,136)	(2,369,136)		(2,369,136)			(2,369,136)		(2,364,310)		
Less: Customer Deposits	(177,475)	(177,475)		(177,475)			(88,075)		(70,366)		
Less: Upper Trinity Deposit	-	-		-			-		-		
Changes to Fund Balance	-	-		-			(11,430)		-		
UNRESTRICTED FUND BALANCE	(308,948)	(219,273)		44,119			(229,753)		(200,916)		



Town of Northlake
EQUIPMENT FUND
 Quarter Ended June 30, 2016

Fund: 505	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	335,090	335,090		335,090			185,999		185,999		
REVENUES:											
Equipment Service Revenue-PD	69,750	69,750	17,438	52,313	(17,438)	75.0%	46,836	11,625	35,211	(11,625)	75.2%
Equipment Service Revenue-PW	25,000	25,000	6,250	18,750	(6,250)	75.0%	18,000	4,500	13,500	(4,500)	75.0%
Equipment Service Revenue-Utilities	25,000	25,000	6,250	18,750	(6,250)	75.0%	18,000	4,500	13,500	(4,500)	75.0%
Transfer from Donation Fund	-	-	-	12,500	12,500	0.0%	-	-	-	-	0.0%
Transfers from GF	-	-	-	-	-	0.0%	125,000	-	125,000	-	100.0%
Transfer from UF	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue	-	500	90	267	(233)	53.4%	617	355	523	(94)	84.8%
TOTAL REVENUE:	119,750	120,250	30,028	102,580	(17,670)	85.3%	208,453	20,980	187,734	(20,719)	90.1%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	3,000	3,000	-	-	(3,000)	0.0%	3,496	847	3,496	-	100.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	-	-	-	-	-	0.0%	56,757	-	-	(56,757)	0.0%
Capital Outlay	170,185	170,185	60,076	187,836	17,651	110.4%	-	127,582	189,649	189,649	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	(890)	-	12	902	-1.4%
TOTAL EXPENSES:	173,185	173,185	60,076	187,836	14,651	108.5%	59,362	128,428	193,157	133,795	325.4%
REV OVER/(UNDER) EXP	(53,435)	(52,935)	(30,048)	(85,256)			149,091	(107,448)	(5,423)		
ENDING FUND BALANCE	281,655	282,155		249,833			335,090		180,576		
Less: Net Capital Assets	(219,561)	(219,561)		(219,561)			(219,561)		(86,668)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	62,094	62,594		30,273			115,529		93,908		



Town of Northlake
BUILDING SERVICES FUND
 Quarter Ended June 30, 2016

Fund: 506	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	25,000	25,000		25,000			-		-		
REVENUES:											
Mayor & Council	-	750	-	-	(750)	0.0%	-	-	-	-	0.0%
Administration-GF	14,546	241,546	3,637	35,910	(205,637)	14.9%	-	-	-	-	0.0%
Town Secretary	6,325	6,325	1,581	4,744	(1,581)	75.0%	-	-	-	-	0.0%
Municipal Courts	18,973	18,973	4,743	14,230	(4,743)	75.0%	-	-	-	-	0.0%
Development	7,905	7,905	1,976	5,929	(1,976)	75.0%	-	-	-	-	0.0%
Police	56,919	56,919	14,230	42,689	(14,230)	75.0%	-	-	-	-	0.0%
Public Works	15,811	15,811	3,953	11,858	(3,953)	75.0%	-	-	-	-	0.0%
Administration-HOT	1,581	1,581	395	1,186	(395)	75.0%	-	-	-	-	0.0%
Adminstration-EDC	1,581	1,581	395	1,186	(395)	75.0%	-	-	-	-	0.0%
Administration-CDC	1,581	1,581	395	1,186	(395)	75.0%	-	-	-	-	0.0%
Administration-WS Fund	4,427	10,427	1,107	3,320	(7,107)	31.8%	-	-	-	-	0.0%
Utility Department	15,811	15,811	3,953	11,858	(3,953)	75.0%	-	-	-	-	0.0%
Maintenace Reserve	10,000	10,000	2,500	7,501	(2,499)	75.0%	-	-	-	-	0.0%
TOTAL REVENUE:	155,460	389,210	38,865	141,596	(247,614)	36.4%	-	-	-	-	0.0%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	24,760	24,760	6,210	18,447	(6,313)	74.5%	-	-	-	-	0.0%
Maintenance	8,000	8,000	2,943	3,766	(4,234)	47.1%	-	-	-	-	0.0%
Utilities	30,500	30,500	11,595	17,865	(12,635)	58.6%	-	-	-	-	0.0%
Services	82,200	82,583	29,826	71,161	(11,422)	86.2%	-	-	-	-	0.0%
Capital Outlay	25,000	41,500	14,989	27,612	(13,888)	66.5%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	170,460	187,343	65,565	138,851	(48,492)	74.1%	-	-	-	-	0.0%
REV OVER/(UNDER) EXP	(15,000)	201,867	(26,699)	2,745			-	-	-		
ENDING FUND BALANCE	10,000	226,867		27,745			-		-		
Less: Net Capital Assets	-	-		-			-		-		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	10,000	226,867		27,745			-		-		



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended June 30 2016

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
COUNCIL											
EXPENDITURES:											
Payroll & Benefits	-	1,800	1,035	2,045	245	113.6%	1,955	1,080	1,943	(12)	99.4%
Supplies	1,100	1,100	50	614	(486)	55.8%	1,217	6	1,088	(129)	89.4%
Maintenance	-	-	-	-	-	0.0%	579	549	549	(30)	94.8%
Utilities	750	750	403	626	(124)	83.4%	666	154	461	(204)	69.3%
Services	14,050	14,050	608	7,427	(6,623)	52.9%	10,972	4,211	8,764	(2,208)	79.9%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	750	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	15,900	18,450	2,096	10,711	(6,989)	60.5%	15,388	6,000	12,805	(2,583)	83.2%
ADMINISTRATION											
EXPENDITURES:											
Payroll & Benefits	292,548	309,198	83,341	220,903	(81,645)	73.0%	268,163	73,873	197,679	(70,484)	73.7%
Supplies	14,825	14,825	1,016	8,887	(5,938)	59.9%	20,538	1,844	15,190	(5,348)	74.0%
Maintenance	650	650	280	306	(344)	47.0%	1,270	25	75	(1,194)	5.9%
Utilities	1,200	1,200	90	1,282	82	106.8%	5,333	1,162	3,756	(1,577)	70.4%
Services	77,325	213,325	44,618	176,252	98,927	227.9%	92,375	18,316	63,163	(29,212)	68.4%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	15,546	15,546	3,887	11,660	(3,887)	75.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	402,094	554,744	133,232	419,289	7,195	101.7%	387,679	95,221	279,863	(107,815)	72.2%
TOWN SECRETARY											
EXPENDITURES:											
Payroll & Benefits	89,328	90,028	24,286	66,422	(22,905)	74.4%	84,248	23,052	62,772	(21,477)	74.5%
Supplies	3,260	3,260	543	1,746	(1,514)	53.5%	5,611	1,158	3,972	(1,639)	70.8%
Maintenance	500	500	26	51	(449)	10.2%	320	25	280	(41)	87.3%
Utilities	-	-	-	410	410	0.0%	3,356	828	2,365	(991)	70.5%
Services	15,400	15,400	3,672	6,687	(8,713)	43.4%	22,393	5,774	16,855	(5,537)	75.3%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	6,759	6,759	1,690	5,069	(1,690)	75.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	115,247	115,947	30,216	80,386	(34,861)	69.8%	115,928	30,838	86,244	(29,684)	74.4%



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended June 30 2016

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
MUNICIPAL COURT											
EXPENDITURES:											
Payroll & Benefits	189,992	191,042	51,667	142,094	(47,898)	74.8%	180,739	49,576	135,079	(45,660)	74.7%
Supplies	5,740	5,990	1,065	2,498	(3,242)	43.5%	8,193	1,743	6,143	(2,050)	75.0%
Maintenance	-	-	3,240	3,266	3,266	0.0%	101	25	75	(25)	74.8%
Utilities	-	-	(1,179)	-	-	0.0%	4,829	1,171	3,461	(1,368)	71.7%
Services	71,610	24,310	(16,929)	(7,696)	(79,306)	-10.7%	44,984	11,762	32,510	(12,474)	72.3%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	20,277	20,277	5,069	15,208	(5,069)	75.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	287,619	241,619	42,933	155,370	(132,249)	54.0%	238,845	64,279	177,269	(61,576)	74.2%
DEVELOPMENT SERVICES											
EXPENDITURES:											
Payroll & Benefits	70,064	72,114	19,374	52,741	(17,323)	75.3%	53,403	17,868	36,341	(17,062)	68.1%
Supplies	1,700	4,450	456	3,598	1,898	211.7%	4,857	1,191	3,551	(1,306)	73.1%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	150	150	(107)	359	209	239.2%	3,520	866	2,478	(1,042)	70.4%
Services	245,610	246,410	118,739	228,845	(16,765)	93.2%	254,384	61,109	187,244	(67,140)	73.6%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	8,449	8,449	2,112	6,337	(2,112)	75.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	325,973	331,573	140,575	291,879	(34,093)	89.5%	316,164	81,034	229,614	(86,550)	72.6%
POLICE											
EXPENDITURES:											
Payroll & Benefits	887,055	890,455	241,280	623,251	(263,804)	70.3%	717,551	196,822	537,981	(179,570)	75.0%
Supplies	70,150	70,150	17,910	39,861	(30,289)	56.8%	64,126	14,806	39,862	(24,264)	62.2%
Maintenance	20,000	20,000	5,401	18,943	(1,057)	94.7%	38,184	7,054	21,453	(16,731)	56.2%
Utilities	4,500	4,500	1,709	5,017	517	111.5%	10,499	2,588	7,669	(2,830)	73.0%
Services	55,329	55,329	2,745	19,497	(35,832)	35.2%	65,156	24,226	51,262	(13,893)	78.7%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	130,582	130,582	32,646	97,937	(32,646)	75.0%	46,500	11,625	34,875	(11,625)	75.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	1,167,616	1,171,016	301,690	804,505	(363,111)	68.9%	942,015	257,121	693,101	(248,914)	73.6%



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended June 30 2016

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - GENERAL FUND											
EXPENDITURES:											
Payroll & Benefits	192,141	192,141	52,340	130,799	(61,342)	68.1%	143,055	42,329	102,122	(40,933)	71.4%
Supplies	31,705	31,705	3,351	8,719	(22,986)	27.5%	23,775	4,615	17,023	(6,752)	71.6%
Maintenance	154,900	140,400	7,901	86,281	(68,619)	55.7%	103,540	41,447	76,706	(26,834)	74.1%
Utilities	3,600	3,600	1,143	2,193	(1,407)	60.9%	10,799	1,439	3,931	(6,868)	36.4%
Services	10,500	5,000	14,053	30,812	20,312	293.5%	24,962	3,152	22,605	(2,358)	90.6%
Capital Outlay	-	-	-	-	(1,082)	0.0%	54,488	-	-	(54,488)	0.0%
Transfers	41,898	41,898	10,475	31,424	(10,475)	75.0%	18,000	4,500	13,500	(4,500)	75.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	434,744	414,744	89,262	290,228	(145,598)	66.5%	378,619	97,482	235,886	(142,733)	62.3%
GENERAL FUND - NON DEPARTMENTAL											
EXPENDITURES:											
Payroll & Benefits	-	15,000	1,360	1,360	1,360	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	916	-	-	(916)	0.0%
Maintenance	-	-	-	-	-	0.0%	3,920	-	3,895	(25)	99.4%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	36,000	36,000	11,748	61,917	25,917	172.0%	45,539	9,454	32,420	(13,120)	71.2%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	452,000	59,416	59,416	59,416	0.0%	175,000	-	175,000	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	36,000	503,000	72,524	122,693	86,693	340.8%	225,376	9,454	211,315	(14,062)	93.8%
ADMINISTRATION - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	58,178	88,178	23,080	47,565	(40,613)	53.9%	53,182	14,255	36,398	(16,784)	68.4%
Supplies	6,200	6,150	525	5,263	(887)	85.6%	11,330	1,057	7,214	(4,116)	63.7%
Maintenance	100	100	26	51	(49)	51.2%	101	25	75	(25)	74.8%
Utilities	-	-	(410)	-	-	0.0%	2,878	711	1,959	(919)	68.1%
Services	24,575	24,600	6,206	22,735	(1,865)	92.4%	108,951	1,738	18,991	(89,960)	17.4%
Capital Outlay	-	6,000	-	6,000	-	100.0%	-	-	-	-	0.0%
Transfers	129,731	129,731	32,433	97,298	(32,433)	75.0%	125,000	31,250	93,750	(31,250)	75.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	218,784	254,759	61,860	178,912	(75,847)	70.2%	301,441	49,037	158,388	(143,053)	52.5%



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended June 30 2016

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	199,590	198,590	47,625	120,838	(77,752)	60.8%	132,857	39,538	95,698	(37,158)	72.0%
Supplies	24,475	20,775	4,013	14,615	(6,160)	70.3%	14,551	3,657	8,909	(5,642)	61.2%
Maintenance	52,250	50,100	(33,878)	64,620	14,520	129.0%	55,304	13,743	37,895	(17,409)	68.5%
Utilities	945,220	1,144,820	42,753	464,145	(880,275)	34.5%	843,577	114,496	475,303	(368,275)	56.3%
Services	24,800	21,800	22,713	51,960	30,160	238.4%	30,956	5,935	18,744	(12,212)	60.6%
Capital Outlay	84,300	144,300	33,489	109,028	(35,272)	75.6%	-	33,022	54,352	54,352	0.0%
Transfers	41,898	41,898	10,475	31,424	(10,475)	75.0%	18,000	4,500	13,500	(4,500)	75.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	1,372,533	1,821,883	127,191	856,629	(965,254)	47.0%	1,095,245	214,891	704,401	(390,844)	64.3%
PUBLIC WORKS - NON DEPARTMENTAL											
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	12,000	12,000	5,666	15,123	3,123	126.0%	20,933	5,091	36	(20,897)	0.2%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	6,000	-	-	(6,000)	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	12,000	18,000	5,666	15,123	(2,877)	84.0%	20,933	5,091	36	(20,897)	0.2%

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

cc: Shirley Rogers, Town Secretary
Karen Bolyard, Finance Director

Date: July 28, 2016

Re: Presentation of the Fiscal Year 2016-2017 Proposed and 2015-2016 Revised Budgets

The budget planning session to discuss priorities for the fiscal year 2016-2017 budget was held May 12, 2016. At the budget planning session, City Council set budget goals for the Town. The proposed budgets addresses these goals.

The 2016-2017 Proposed General Fund Budget is based on continuing the 29.5¢ tax rate. Property taxes increased 37% overall with a 42% increase in commercial property values the primary driver. Mineral values continued to fall with a 7% decrease over last year. Residential property values increased 39%. Sales tax revenues have surpassed pre-2008 levels and are at record highs. The current proposed budget is balanced with increased resources dedicated to public safety and public works positions needed to handle increased customer base and activity. A 2-5% across-the-board increase has been proposed which will reach 100% of the 2014 salary survey recommendations.

The proposed budget document will be filed with the Town Secretary on July 29th and will be made available online on the same date at the Town website www.town.northlake.tx.us.

The 2016-2017 Proposed and 2015-2016 Revised Annual Budgets for all funds are:

<u>Fund Title</u>	<u>FY 2016 Revised</u>	<u>FY 2017 Proposed</u>
General Fund	\$3,385,093	\$3,507,366
Capital Projects Fund	\$0	\$6,700,000
Debt Service Fund	\$214,528	\$600,275
Other Special Revenue Funds	\$49,940	\$68,450
Hotel Occupancy Tax Fund	\$91,916	\$88,965
Economic Development Corporation	\$428,801	\$104,503
Community Development Corporation	\$435,102	\$102,674
Utility Fund	\$1,895,042	\$2,606,897
Utility Impact Fees Fund	\$748,472	\$160,522
Utility Capital Projects Fund	\$26,182	\$25,882

Presentation of the Fiscal Year 2016-2017 Proposed and 2015-2016 Revised Budgets

July 28, 2016

Page 2 of 2

<u>Fund Title</u>	<u>FY 2016 Revised</u>	<u>FY 2017 Proposed</u>
Equipment Services Fund	\$173,185	\$565,492
Building Services Fund	\$187,343	\$145,460
PID #1 (Harvest)	\$146,300	\$309,900
PID #2 (The Highlands)	\$277,525	\$291,825
TIRZ #1 (Canyon Falls)	\$0	\$78,900

A detailed presentation will be made to Council at the July 28th Council meeting. Staff will seek input from Council on the proposed budgets to ensure Council goals are being addressed.

Please contact me at 940.242.5701 if you have any questions or comments.



July 28, 2016

Honorable Mayor and Members of the Town Council
Town of Northlake, Texas

The Town of Northlake budget for the fiscal year 2016/2017 prepares the Town for the ever growing complexity of municipal operations. As new residents move into planned residential neighborhoods and as new businesses relocate and build in Northlake, expectations of high quality and ever expanding Town services will accompany them. New roads, water and sewer lines and buildings that come with this development must be inspected to ensure conformity with the Town's high standards. The new residents and businesses will both create the need for additional police protection and provide the resources to fund these new needs.

Northlake is a microcosm of the North Texas region and of the State of Texas. The Texas "miracle" is shorthand for the economic success Texas has had in attracting major companies to relocate here. Northlake is no exception with the successful recruitment of Farmer Brothers with assistance from Denton County and the Governor's Office. The Texas Comptroller's office estimates that another Texan is added to our population roughly every minute. The North Texas Commission projects that our region grows by one person every five minutes. These new residents are following the new companies and the jobs they bring. This influx of newcomers has created an increased demand for quality housing. In basic economic terms, increased demand in a housing market with limited supply will increase prices.

In addition to the increase in market values of housing, new homes and buildings have increase the property values of Northlake. Residential and commercial property values have increased 39% and 42%, respectively. Over one-half of the residential value increase and over three-fourths of the increased commercial value is new construction. The remainder of the increases for both residential and commercial are due to increases in market value. Sales tax revenues have far outdistanced the pre-2008 levels and continue to set record highs with each monthly disbursement. However part of the increases in FY 2016 are one-time sales for construction related material for the Northport 35 and Farmer Brothers projects. Pressure continues for needed increases in water and sewer rates to support the Town's utility system operations which are experiencing substantial, annual cost increases from wholesale providers.

From 2009 to 2014, the general fund expenses remained relatively flat. Staff was able to accomplish this by controlling costs, deferring maintenance and replacement of equipment, and reducing contract services even with certain costs increasing such as healthcare, debt service, and wholesale water. Starting with the FY 2015 revised budget and continuing with the FY 2016 adopted budget, the Town has increased staffing primarily in police and public works.

This trend is proposed to continue with the addition of four staff positions; two in police and two in public works. The police sergeant and public works crew leader will provide for greater oversight of staff and allow for their respective directors more time devoted to strategic planning, intergovernmental coordination and overall administration. The police investigator and public works utility technician are specialized positions that by focusing on their areas of expertise will free up their coworkers to focus on neighborhood patrolling and ongoing maintenance of the utility system.

In the FY 2017 proposed budget, Northlake will take another major step in investing in road infrastructure. The last major investment was in 2005 when the Town issued \$1,900,000 in debt to improve Florance Road (from FM 407 to Strader), Holder Road (from Florance to creek crossing), Evelyn (from Florance to creek crossing), Bingham Road and Schober Road. The additional tax base gained from the development of North Ridge Estates allowed the Town capacity to issue the 2005 debt. The proposed 2016 Series debt would total \$6,700,000 in certificates of obligation to finance the paving of Cleveland-Gibbs Road (from FM 407 to FM 1171), Sam Lee Lane (from Ashmore to 1,800 feet east), and repaving of Florance Road (from 1,000 feet north of FM 407 to Strader Lane). Similar to the previous debt issuance, the proposed 2016 debt will be finance by the additional taxable value added from the Canyon Falls development. In 2005, the taxable value was \$75,211,617 or 40 times the debt service. For 2016, the certified taxable value is \$382,188,447 or 57 times the proposed debt service.

The Town of Northlake has been able to leverage growth to the benefit of the residents and the Town infrastructure. As mentioned previously North Ridge Estates provided funding to pave Schober and Bingham. The Highlands of Northlake brought a water line to North Ridges Estates down FM 407. Prairie View Farms will bring a water line from FM 407 up Faught Road and Stardust Ranch will bring a water line from FM 407 up Florance Road. Although Harvest is not in the Town limits, this development provided for the connection with Upper Trinity Regional Water District and the Town Hall pump station and ground storage tanks. The Canyon Falls development will bring a second connection to UTRWD, a trail system and capacity to upgrade Florance, Cleveland-Gibbs and Sam Lee. If history is any predictor of the future, these investments will begat further increases to the Town's taxable value.

Mayor Dewing's recurring message to staff when developing the budget is to maintain the Town's very low tax rate while maintaining the same service levels. In fact, the tax rate has remained at 29.5¢ per \$100 valuation since 1997 when it was last increased from 25¢ to the current rate. Even though the proposed tax rate will not change, the rate will be over the effective tax rate of 26.63 cents; legislatively defined as the tax rate needed to provide the same property tax revenues using the upcoming year's tax base. Staff continues to focus on basic services and look for ways operate more efficiently and cost effectively. However due to the expected continued growth in development, the proposed additional staff are needed to maintain the current service levels specifically in the Police and Public Works departments.

As the Town's financial plan for FY 2016-2017, the budget illustrates appropriations and projected revenues. This budget is also intended to document for the residents how the Town

operates and the methods used to finance those operations. The Town of Northlake has achieved many of its goals set by the Council over the last year, while providing exceptional service to our citizens.

This budget is based on the Council Budget Principles for FY 2016/2017 as ratified by the Town Council during the Budget Work Session on May 12, 2016.

- Maintain fiscal responsibility while investing in Town resources and assets
- Ensure sustainable development through strategic planning
- Attract and retain various business types for diverse future tax base
- Improve, construct and maintain road, water, sewer and drainage infrastructure
- Recruit, retain and train highly qualified personnel
- Enhance external and internal services and capabilities with appropriate staff and facilities
- Utilize equipment and technology to increase productivity and efficiency

A detailed discussion of council budget goals can be found later in the budget document.

Property values are estimated to increase from a market value of \$379,028,671 in 2015, to \$485,648,798 in 2016. After exemptions, losses and caps, the taxable value is projected to increase from \$278,963,233 in 2015 to \$382,188,447 in 2016. Applying the proposed tax rate of 29.5¢ per \$100 valuation, property taxes revenues are \$1,125,000 an approximately 37 percent increase from property tax revenue last fiscal year. Of this amount \$400,000 will be dedicated to debt service and the remaining \$725,000 will pay for maintenance and operations. The increase in property tax revenue is due to a combination of new property growth and increased values. Increases in sales tax revenue and development related fees are anticipated. Franchise fees is expected to grow as new customers are added.

All department heads have submitted budget requests that maintain current service levels. Healthcare costs are expected to increase 15% over last year. Supplies expense category will increase slightly due to increased staff levels. Maintenance costs will increase due to the usage life of equipment and increased focus on road maintenance and repair. Costs for services will increase as outsourced engineering, building inspections, planning and code enforcement services will increase to ensure new development and construction is reviewed and inspected to meet the Town's high standards.

The general theme of this year's proposed service enhancements is to invest in Northlake's future through road improvements that will spur private investment and through staff specialization that will further efficiency and productivity. From the Town's financial resources: the proposed budget will allow the Town to maintain General Fund reserves of approximately \$1,200,000, fund service enhancements and finance \$6,700,000 in road improvements.

The proposed service enhancements are as follows:

- Maintain current tax rate of 29.5 cents per \$100 value while using increased tax base to finance \$6,700,000 in much needed road improvement projects
- Develop long range financial plan to validate budget assumptions
- Update market analysis for use in attracting businesses to locate in Northlake.
- Repave Florance Road from FM 407 to Strader Road, pave Cleveland-Gibbs from FM 407 to FM 1171 and pave Sam Lee Lane from Ashmore to 1,850 feet east.
- Increase salary ranges and step plans to 100% of market based on the 2014 survey
- Implement a tiered salary increase ranging from 2% - 5%.
- Expand Police by two additional positions to allow for specialization and greater oversight
- Creation of two positions in Public Works for oversight of multiple crews and to keep up with infrastructure inspections and water system regulations
- Purchase of GIS imagery for better planning review and site development
- Continue to explore Town Hall long-term leasing options
- Finance sewer jetter and contract with flow monitoring services for maintenance of Town sewer system
- Purchase police and public works vehicles to support new positions
- Retrofit police vehicle camera systems and storage to include body cameras

Maintaining one of the lowest tax rates in Denton County, which has one of the lowest county tax rate in Texas, is one of the biggest business recruitment tools in Northlake's tool belt. All increases in the proposed budget are a result of increases development activity, increases in the number of residents or investments in upgrading existing infrastructure. The proposed budget is in response to existing needs not in future potential desires. The Town has a long history of using increased tax base to invest back into the Town. This budget is no different and the proposed investment is long overdue. Unfortunately, Florance Road was paved right at the advent of fracking technology; the water trucks were just too much for the 2005 road section. Cleveland-Gibbs was once one of the few roads that connected Northlake even predating Interstate 35W. Over the years this road has been improved in bits and pieces but a complete section from FM 1171 to FM 407 would provide the Northlake residents a much needed alternative route. Various developers have and will improve Sam Lee Lane as development occurs but a small stretch of the roadway between existing businesses is in dire need of upgrade. This improvement will benefit the entire Northlake business park.

Retaining and recruiting qualified and capable employees is difficult in the competitive North Texas region especially for a small community. The most recent salary study found Northlake salaries 10% below market. The previous budget brought salaries within 95% of market. The proposed budget will implement a 100% of the study recommendations from three years ago. The pay raise methodology is as follows: employees below salary minimum will be brought to minimum or receive a 5% pay increase whichever is higher, employees below salary range midpoint will receive a 4% increase, employees above midpoint but below maximum of their salary range will receive 3%, and employees above maximum receive a lump-sum payment of 2% of their annual salary.

Currently, the Town police department provides around the clock patrol services to over 17 square miles of Town limits in addition to traffic enforcement of Town, County and States roads including almost five miles of Interstate 35W. An additional proposed sergeant position would provide almost twenty-four hour supervision and backup for patrol officers. Having oversight will greatly enhance officer safety and ensure policies are followed. The police investigator is requested due to the ever increasing amount of investigations. Currently the responding officer conducts investigations between calls for service and other duties. A specialized investigator will be able to follow through with less interruptions and more efficiently process cases which will free up officers for neighborhood patrols.

As development accelerates, the need for thorough and consistent infrastructure inspections increases. The second Crew Leader position will provide for supervision and oversight of two independent work crews with the potential specialization between road and utility maintenance. The Crew Leader will also assist in ensuring contractors follow Town standards. As the complexity of the Town's water and sewer operations increases, the addition of a Utility Technician will allow for consistent monitoring and reporting, and a primary point-of-contact for regulatory agencies.

In summary, the Fiscal Year 2016/2017 budget reflects the budget goals. It serves as an operating guide for management staff and presents the Town's financial plan, illustrating anticipated appropriations and projected revenues by which the appropriations are funded. With the complete recovery of property tax revenue in spite of a loss in business personal property values, and exponential growth of sales tax revenue and development related fees, the Town balances the increased demand for services and growth to the Town's infrastructure with a proportional increase of resources. The proposed budget will expand existing services specifically for public safety and public improvements, protecting both life and property but also infrastructure and most importantly the rural core of Northlake which is something well worth preserving.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Corn". The signature is fluid and cursive, with the first name "Drew" and last name "Corn" clearly distinguishable.

Drew Corn
Town Administrator



Town of Northlake
GENERAL FUND

Fund: 100	FY 2014	FY 2015	FY 2016	FY 2016	FY 2016	FY 2017
	Actual	Actual	Original Budget	Actual As of 6/30	Revised Budget	Proposed Budget
BEGINNING FUND BALANCE:	526,940	940,481	1,478,315	1,478,315	1,478,315	1,255,232
REVENUES:						
Court Fines	691,397	671,848	625,000	416,116	625,000	625,000
Sales/Beverage Tax	313,413	457,100	360,000	410,970	550,000	400,000
Ad Valorem Taxes	474,563	531,191	607,422	687,971	655,000	725,000
Permits and Registrations	12,232	23,529	15,550	19,235	20,150	15,950
Franchise Fees	198,913	244,696	225,000	133,004	261,000	285,000
Building Permits	160,219	468,096	386,500	478,837	513,500	821,250
Development	295,206	489,223	327,500	184,218	278,500	327,500
Transfers	175,000	175,000	175,000	131,250	175,000	200,000
Other Revenue:	96,688	97,167	74,260	69,840	83,860	108,260
Prior Year Encumbrances						
TOTAL REVENUE:	2,417,630	3,157,850	2,796,232	2,531,440	3,162,010	3,507,960
EXPENDITURES:						
Payroll & Benefits	1,233,582	1,449,115	1,721,128	1,239,616	1,761,778	1,785,193
Supplies	127,197	129,233	128,480	65,923	131,480	140,508
Maintenance	114,987	147,914	176,050	108,847	161,550	197,678
Utilities	33,549	39,001	10,200	9,886	10,200	10,320
Services	422,895	560,765	525,824	523,741	609,824	850,880
Capital Outlay	-	54,488	-	-	-	-
Transfers	67,889	239,500	223,511	227,049	501,261	230,741
Lease Purchase Debt Service	3,992	-	-	-	-	-
TOTAL EXPENDITURES:	2,004,090	2,620,015	2,785,193	2,175,062	3,176,093	3,215,320
REV OVER/(UNDER) EXP	413,541	537,835	11,039	356,379	(14,083)	292,640
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	940,481	1,478,315	1,489,354	1,834,694	1,464,232	1,547,873

Budget Requests

Financial Software Enhancement-Purchase Order Module	9,000	-
Transfer to Debt Service	200,000	-
Midterm-Longterm Financial Plan Consultant		15,000
GIS Mapping Capability		15,000
Police Detective		73,875
Police Sergeant		81,955
4 % Salary Adjustments		63,800
Certification Pay Increase		12,800
Public Works Crew Leader		29,616

Total Budget Requests	209,000	292,046
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REVISED REV OVER/(UNDER) EXP	(223,083)	594
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REVISED ENDING FUND BAL - UNASSIGNED	1,255,232	1,255,827
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Town of Northlake
CAPITAL PROJECTS

Fund:	301	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:		(19,092)	(39,094)	(38,986)	(38,986)	(38,986)	11,014

REVENUES:

	-	-	-	-	-	-	6,700,000
Taxes / Fees & Fines	-	-	-	-	-	-	-
Permits and Registrations	-	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-	-
Development	-	-	-	-	-	-	-
Transfers	-	-	-	-	50,000	-	-
Other Revenue:	94,465	108	-	42	-	-	-
TOTAL REVENUE:	94,465	108	-	42	50,000	6,700,000	

EXPENDITURES:

Payroll & Benefits	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-
Services	22,999	-	-	-	-	-	-
Capital Outlay	91,468	-	-	-	-	-	-
Transfers	-	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-	-
TOTAL EXPENDITURES:	114,468	-	-	-	-	-	-

REV OVER/(UNDER) EXP	(20,002)	108	-	42	50,000	6,700,000	
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Changes to Fund Balance	-	-	-	-	-	-	-
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ENDING FUND BALANCE	(39,094)	(38,986)	(38,986)	(38,944)	11,014	6,711,014	
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Budget Requests

Cleveland - Gibbs Road	4,500,000
Sam Lee Lane	1,200,000
Florance Road	1,000,000
Total Budget Requests	6,700,000

REVISED REV OVER/(UNDER) EXP	-
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REVISED ENDING FUND BAL	11,014
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Town of Northlake
DEBT SERVICE

Fund:	160	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:		1,911	(28)	34,765	34,765	34,765	235,757

REVENUES:

Taxes / Fees & Fines	208,939	225,188	215,500	259,541	215,500	400,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	25,000	-	-	200,000	-
Bond Proceeds	-	-	-	-	-	-
Other Revenue:	9	117	20	48	20	50
TOTAL REVENUE:	208,948	250,305	215,520	259,590	415,520	400,050

EXPENDITURES:

Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	300	300	300	300	300	300
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	210,587	215,212	214,228	213,537	214,228	217,785
TOTAL EXPENDITURES:	210,887	215,512	214,528	213,837	214,528	218,085

REV OVER/(UNDER) EXP	(1,938)	34,793	992	45,752	200,992	181,965
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Changes to Fund Balance	-	-	-	-	-	-
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ENDING FUND BALANCE	(28)	34,765	35,757	80,517	235,757	417,722
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Budget Requests

CO Series 2016-Principal	180,000
CO Series 2016-Interest	202,190
Total Budget Requests	382,190

REVISED REV OVER/(UNDER) EXP	(200,225)
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REVISED ENDING FUND BAL	35,532
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SPECIAL REVENUE FUNDS

Fund: <<120,121,150,151,152,153>>	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	153,647	157,985	180,989	180,989	180,989	193,594
REVENUES:						
Interest	273	261	305	232	305	305
Court Technology	19,373	20,797	16,000	10,908	16,000	16,000
Court Security	14,536	13,954	12,000	8,184	12,000	12,000
Seatbelt Fees	10,030	8,610	15,000	4,468	15,000	15,000
Online Access Fees	-	-	15,000	14,594	15,000	15,000
Seized Monies & Goods	752	-	-	-	-	-
State Training	-	-	-	416	-	-
Child Safety	1,566	1,608	1,000	1,773	1,000	1,000
Transfers	-	-	-	59,416	-	-
Other Revenue:	-	1,675	-	8,486	-	-
TOTAL REVENUE:	46,530	46,905	59,305	108,477	59,305	59,305
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	1,116	1,774	3,500	2,835	3,500	3,250
Maintenance	-	-	-	-	-	1,500
Utilities	1,880	2,051	3,000	1,538	3,000	3,000
Services	39,195	20,202	34,700	36,781	40,200	36,700
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	42,192	24,027	41,200	41,154	46,700	44,450
REV OVER/(UNDER) EXP	4,338	22,878	18,105	67,323	12,605	14,855
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	157,985	180,863	199,094	248,312	193,594	208,449

Budget Requests

2 Court Laptop Computers	3,240	-
3 Handheld Ticket Writers	-	24,000
Total Budget Requests	3,240	24,000

REVISED REV OVER/(UNDER) EXP 9,365 (9,145)

REVISED ENDING FUND BAL **190,354** **184,449**



Town of Northlake
HOTEL OCCUPANCY TAX

Fund: 110	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	709,164	814,978	1,029,865	1,029,865	1,029,865	1,158,565
REVENUES:						
Taxes / Fees & Fines	143,548	238,013	200,000	175,216	200,000	270,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	1,382	21,696	141,843	651	20,616	16,096
TOTAL REVENUE:	144,929	259,709	341,843	175,867	220,616	286,096
EXPENDITURES:						
Payroll & Benefits	21,204	25,485	28,976	22,055	32,626	30,426
Supplies	-	51	2,000	-	2,000	-
Maintenance	863	-	-	-	-	-
Utilities	445	447	-	158	-	-
Services	16,604	18,838	57,290	20,770	57,290	57,339
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	39,116	44,821	88,266	42,983	91,916	87,765
REV OVER/(UNDER) EXP	105,814	214,887	253,577	132,884	128,700	198,331
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	814,978	1,029,865	1,283,442	1,162,749	1,158,565	1,356,896

Budget Requests

4 % Salary Adjustment	1,200
Total Budget Requests	1,200

REVISED REV OVER/(UNDER) EXP	197,131
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REVISED ENDING FUND BAL - UNASSIGNED	1,355,696
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Town of Northlake
ECONOMIC DEVELOPMENT CORPORATION

Fund: 130	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	370,859	455,140	592,373	592,373	592,373	454,722
REVENUES:						
Taxes / Fees & Fines	156,706	212,948	180,000	221,088	275,000	200,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	680	998	1,250	15,595	16,150	16,650
TOTAL REVENUE:	157,386	213,946	181,250	236,683	291,150	216,650
EXPENDITURES:						
Payroll & Benefits	21,789	23,122	28,411	21,427	28,411	31,364
Supplies	1,926	1,313	3,200	2,668	3,200	1,700
Maintenance	-	-	250	2,100	250	2,250
Utilities	445	447	150	70	150	150
Services	23,944	26,830	362,600	32,437	370,100	31,100
Capital Outlay	-	-	-	-	-	-
Transfers	25,000	25,000	26,690	20,018	26,690	26,739
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	73,105	76,713	421,301	78,719	428,801	93,303
REV OVER/(UNDER) EXP	84,281	137,233	(240,051)	157,964	(137,651)	123,347
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	455,140	592,373	352,322	750,337	454,722	578,069
Budget Requests						
Catalyst Economic Development Consulting						10,000
4 % Salary Adjustment						1,200
Total Budget Requests						11,200
REVISED REV OVER/(UNDER) EXP						112,147
REVISED ENDING FUND BAL						566,869



COMMUNITY DEVELOPMENT CORPORATION

Fund:	131	FY 2014	FY 2015	FY 2016	FY 2016	FY 2016	FY 2017
		Actual	Actual	Original	Actual	Revised	Proposed
				Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:		349,258	433,937	571,429	571,429	571,429	427,477

REVENUES:

Taxes / Fees & Fines	156,706	212,947	180,000	221,088	275,000	200,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	631	952	1,250	15,560	16,150	16,650
TOTAL REVENUE:	157,337	213,899	181,250	236,647	291,150	216,650

EXPENDITURES:

Payroll & Benefits	21,689	22,973	28,411	21,327	30,511	31,535
Supplies	1,904	1,190	3,200	2,668	5,400	1,700
Maintenance	121	-	250	2,100	2,250	250
Utilities	445	447	150	56	150	150
Services	23,499	26,797	362,600	31,805	370,100	31,100
Capital Outlay	-	-	-	-	-	-
Transfers	25,000	25,000	26,691	20,018	26,691	26,739
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	72,658	76,407	421,302	77,973	435,102	91,474

REV OVER/(UNDER) EXP	84,679	137,492	(240,052)	158,674	(143,952)	125,176
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Changes to Fund Balance	-	-	-	-	-	-
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ENDING FUND BALANCE	433,937	571,429	331,377	730,103	427,477	552,653
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Budget Requests

Catalyst Economic Development Consulting	10,000
4 % Salary Adjustment	1,200

Total Budget Requests	11,200
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REVISED REV OVER/(UNDER) EXP	113,976
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REVISED ENDING FUND BAL	541,453
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Town of Northlake
WATER & WASTEWATER

Fund: 200	FY 2014	FY 2015	FY 2016	FY 2016	FY 2016	FY 2017
	Actual	Actual	Original Budget	Actual As of 6/30	Revised Budget	Proposed Budget
BEGINNING FUND BALANCE:	949,901	888,093	2,237,781	2,237,781	2,237,781	2,327,339
REVENUES:						
Water Sales	644,076	852,395	915,000	763,229	1,210,000	1,900,000
Water Fees	55,700	109,800	101,050	119,900	150,250	125,250
Sewer Sales	331,609	428,612	525,000	457,605	600,000	759,900
Sewer Fees	3,000	550	1,500	5,350	3,200	3,000
FWSD Reimbursement	-	-	50,000	-	-	-
Transfers	-	-	-	-	-	-
Developer Contributions	-	1,337,206	-	-	-	-
Other Revenue:	7,504	39,852	10,650	57,529	21,150	10,650
TOTAL REVENUE:	1,041,890	2,768,414	1,603,200	1,403,613	1,984,600	2,798,800
EXPENSES:						
Payroll & Benefits	143,644	186,038	257,768	168,402	286,768	295,879
Supplies	21,433	25,881	30,675	19,878	26,925	36,675
Maintenance	53,721	55,404	52,350	64,671	50,200	67,300
Wholesale Water	254,758	519,390	500,000	367,974	750,000	1,000,000
Sewer Treatment	372,989	286,599	400,000	74,817	350,000	500,000
Utilities	33,558	40,466	45,220	21,354	44,820	45,220
Services	101,076	160,840	61,375	89,818	58,400	59,150
Capital Outlay	-	-	84,300	115,028	150,300	157,000
Transfers	134,000	143,000	171,629	128,722	177,629	247,262
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,115,179	1,417,618	1,603,317	1,050,664	1,895,042	2,408,486
REV OVER/(UNDER) EXP	(73,289)	1,350,796	(117)	352,950	89,558	390,314
ENDING FUND BALANCE	876,612	2,238,889	2,237,664	2,590,730	2,327,339	2,717,653
Less: Net Capital Assets	(1,027,105)	(2,369,136)	(2,369,136)	(2,369,136)	(2,369,136)	(2,369,136)
Less: Customer Deposits	(50,866)	(88,075)	(177,475)	(177,475)	(177,475)	(177,475)
Changes to Fund Balance	-	(11,430)	-	-	-	-
UNRESTRICTED FUND BALANCE	(201,358)	(229,753)	(308,948)	44,119	(219,273)	171,041

Budget Requests

Public Works Crew Leader	29,616
Utility Technician	36,900
Certification Pay	7,200
4 % Salary Adjustment	10,900
NRE Chloramination Equipment	20,000
Sewer Jetter Maintenance & Supplies	6,395
3 tablets for SCADA system	12,900
Equipment Services - Increased Charge	50,000
Sewer Flow Monitoring	20,000
PPA Water Analyzer	4,500
Total Budget Requests	198,411

REVISED REV OVER/(UNDER) EXP 191,903

REVISED ENDING UNRESTRICTED FUND BAL 8 **(27,370)**



Town of Northlake
WATER IMPACT FEES - NORTH

Fund: 202	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	-	8,404	(25,964)	(25,964)	(25,964)	(740,826)
REVENUES:						
Water Impact Fees	8,404	-	33,610	20,166	33,610	168,150
Sewer Impact Fees	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	8,404	-	33,610	20,166	33,610	168,150
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	-	13,444	-	-	-	-
Capital Outlay	-	-	-	48,000	-	-
Transfers	-	-	-	588,040	588,040	-
Debt Service	-	20,924	28,236	-	160,432	160,522
TOTAL EXPENSES:	-	34,368	28,236	636,040	748,472	160,522
REV OVER/(UNDER) EXP	8,404	(34,368)	5,374	(615,874)	(714,862)	7,628
ENDING FUND BALANCE	8,404	(25,964)	(20,590)	(641,838)	(740,826)	(733,198)
Less: Net Capital Assets	-	-	-	-	-	-
Less: Future Impact Fees	-	(13,444)	(13,444)	(13,444)	(13,444)	(13,444)
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	8,404	(39,408)	(34,034)	(655,282)	(754,270)	(746,642)



Town of Northlake
WATER CAPITAL PROJECTS

Fund: 203	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	-	787,307	764,864	764,864	764,864	1,326,722
REVENUES:						
Water Sales	-	-	-	-	-	-
Water Fees	-	-	-	-	-	-
Sewer Sales	-	-	-	-	-	-
Sewer Fees	-	-	-	-	-	-
Cost Recovery Fees	-	-	-	-	-	-
Transfers	890,000	-	-	588,040	588,040	-
Other Revenue:	411	28,399	-	3,859	-	-
TOTAL REVENUE:	890,411	28,399	-	591,899	588,040	-
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	74,310	37,546	-	-	-	-
Capital Outlay	28,795	-	-	3,400	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	13,296	140,543	-	26,182	25,882
TOTAL EXPENSES:	103,105	50,842	140,543	3,400	26,182	25,882
REV OVER/(UNDER) EXP	787,307	(22,443)	(140,543)	588,499	561,858	(25,882)
ENDING FUND BALANCE	787,307	764,864	624,321	1,353,364	1,326,722	1,300,840
Less: Net Capital Assets	-	(1,673,609)	(1,673,609)	(1,673,609)	(1,673,609)	(1,673,609)
Less: Customer Deposits	-	-	-	-	-	-
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	787,307	(908,745)	(1,049,288)	(320,246)	(346,887)	(372,769)



Town of Northlake
EQUIPMENT SERVICES FUND

Fund: 505	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	94,374	185,999	335,090	335,090	335,090	282,155
REVENUES:						
2016 Tax Note Proceeds	-	-	-	-	-	300,000
Equip. Service Revenue-PD	76,889	46,836	69,750	52,313	69,750	110,000
Equip. Service Revenue-PW	-	18,000	25,000	18,750	25,000	25,000
Equip. Service Revenue-Utilities	-	18,000	25,000	18,750	25,000	75,000
Transfers from GF	-	125,000	-	12,500	-	-
Transfers from UF	-	-	-	-	-	-
Other Revenue	81	617	-	267	500	500
TOTAL REVENUE:	76,970	208,453	119,750	102,580	120,250	510,500
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	4,444	3,496	3,000	-	3,000	7,000
Utilities	-	-	-	-	-	-
Services	39,304	56,757	-	-	-	-
Capital Outlay	-	-	170,185	187,836	170,185	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	347	(890)	-	-	-	61,785
TOTAL EXPENSES:	44,095	59,362	173,185	187,836	173,185	68,785
REV OVER/(UNDER) EXP	32,874	149,091	(53,435)	(85,256)	(52,935)	441,715
ENDING FUND BALANCE	127,248	335,090	281,655	249,833	282,155	723,869.63
Less: Net Capital Assets	(86,668)	(219,561)	(219,561)	(219,561)	(219,561)	(219,561)
Less: Customer Deposits	-	-	-	-	-	-
Changes to Fund Balance	77,645	-	-	-	-	-
UNRESTRICTED FUND BALANCE	118,224	115,529	62,094	30,273	62,594	504,309
Budget Requests						
Sewer Jetter						301,359
2 Police Vehicles						110,000
Public Works Truck						31,953
New Server						19,500
Vehicle Cameras Retrofit						11,540
Wearable Body Cameras						5,075
Camera & Body Cameras Server						17,280
Total Budget Requests						496,707
REVISED REV OVER/(UNDER) EXP						(54,992)
REVISED ENDING UNRESTRICTED FUND BAL						7,602



Town of Northlake
BUILDING SERVICES FUND

Fund: 506	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	-	-	25,000	25,000	25,000	401,867
REVENUES:						
Mayor & Council	-	-	-	-	750	825
Administration-GF	-	25,000	14,546	35,910	241,546	16,000
Town Secretary	-	-	6,325	4,744	6,325	6,958
Municipal Courts	-	-	18,973	14,230	18,973	20,870
Development	-	-	7,905	5,929	7,905	8,696
Police	-	-	56,919	42,689	56,919	62,611
Public Works	-	-	15,811	11,858	15,811	17,392
Administration-HOT	-	-	1,581	1,186	1,581	1,739
Administration-EDC	-	-	1,581	1,186	1,581	1,739
Administration-CDC	-	-	1,581	1,186	1,581	1,739
Administration-WS Fund	-	-	4,427	3,320	10,427	4,870
Utility Department	-	-	15,811	11,858	15,811	17,392
Maintenance Reserve	-	-	10,000	7,501	10,000	-
TOTAL REVENUE:	-	25,000	155,460	141,596	389,210	160,831
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	24,760	18,447	24,760	24,760
Maintenance	-	-	8,000	3,766	8,000	8,000
Utilities	-	-	30,500	17,865	30,500	30,500
Services	-	-	82,200	71,161	90,583	82,200
Capital Outlay	-	-	25,000	27,612	33,500	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	-	-	170,460	138,851	187,343	145,460
REV OVER/(UNDER) EXP	-	25,000	(15,000)	2,745	201,867	15,371
ENDING FUND BALANCE	-	25,000	10,000	27,745	226,867	417,238
Less: Net Capital Assets	-	-	-	-	-	-
Less: Customer Deposits	-	-	-	-	-	-
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	-	25,000	10,000	27,745	226,867	417,238



Town of Northlake
NORTH LAKE PID#1 - HARVEST COMMUNITY

Fund: 401	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	-	26,536	(92)	(92)	(92)	(2,547)
REVENUES:						
Assessments	27,886	56,412	143,845	143,402	143,845	315,800
Transfers	-	-	-	-	-	-
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	27,886	56,412	143,845	143,402	143,845	315,800
EXPENDITURES:						
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	1,350	83,041	143,700	136,598	146,300	309,900
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES:	1,350	83,041	143,700	136,598	146,300	309,900
REV OVER/(UNDER) EXP	26,536	(26,629)	145	6,804	(2,455)	5,900
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	26,536	(92)	53	6,711	(2,547)	3,353



Town of Northlake
NORTH LAKE PID#2 - THE HIGHLANDS

Fund:	402			FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	-	3,060,802	3,103,098	3,103,098	3,103,098	3,103,098	3,136,273
REVENUES:							
Assessments	-	309,746	305,200	305,200	305,200	305,200	316,812
Transfers	-	-	-	-	-	-	-
Other Revenue	46,167	3,260	1,500	9,091	5,500	1,500	
Other Financing Sources	4,169,281	-	-	-	-	-	-
TOTAL REVENUE:	4,215,448	313,006	306,700	314,291	310,700	318,312	
EXPENDITURES:							
Supplies	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-
Services	264,646	-	-	2,825	2,500	15,000	
Transfers	890,000	-	-	-	-	-	-
Bond Debt Service	-	270,711	275,025	63,103	275,025	276,825	
TOTAL EXPENDITURES:	1,154,646	270,711	275,025	65,928	277,525	291,825	
REV OVER/(UNDER) EXP	3,060,802	42,296	31,675	248,362	33,175	26,487	
Changes to Fund Balance	-	-	-	-	-	-	-
ENDING FUND BALANCE	3,060,802	3,103,098	3,134,773	3,351,460	3,136,273	3,162,760	



Town of Northlake
TAX INCREMENT REINVESTMENT ZONE #1

Fund: 451	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 6/30	FY 2016 Revised Budget	FY 2017 Proposed Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	-
REVENUES:						
Ad Valorem Taxes	-	-	-	-	-	43,632
Transfers	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	-	-	-	-	-	43,632
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	-	-	-	-	-	78,900
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	-	-	-	-	-	78,900
REV OVER/(UNDER) EXP	-	-	-	-	-	(35,268)
ENDING FUND BALANCE	-	-	-	-	-	(35,268)

TOWN OF NORTHLAKE

3. Call Regular Meeting to Order

Pledge of Allegiance - Moment of Silence

TOWN OF NORTHLAKE

4. Public Input

This item is available for citizens to address the Town Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda

TOWN OF NORTHLAKE

5. Consent Items

All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember so requests, in which event the item will be removed and considered separately

- F. Consider approval of June 9, 2016 Town Council Minutes
- G. Consider approval of a resolution approving the 'Draft' Denco Area 9-1-1 District FY 2017 Financial Plan
- H. Consider a resolution authorizing continued participation with the Atmos Cities Steering Committee and authorizing the payment of two and one-half cents per capita to the Atmos cities Steering Committee
- I. Consider a resolution declaring certain personal property owned by the Town to be surplus property and authorize the Town Administrator to dispose of such property
- J. Consider approval of the Interlocal Cooperation Agreement for Tax Collection between the Town of Northlake and Denton County
- K. Consider approval of the Interlocal Cooperation Agreement for Tax Collection between the Northlake PID 1 (Harvest) and Denton County
- L. Consider approval of the Interlocal Cooperation Agreement for Tax Collection between the Northlake PID 2 (The Highlands) and Denton County



**Town of Northlake, Texas
Town Council Meeting Minutes
Thursday, June 9, 2016
1400 FM 407 - Northlake Texas**

1. Mayor Peter Dewing called the workshop session to order at 5:30 pm and stated a quorum was present

Council present: Peter Dewing, Jean Young, Michael Ganz, Mike McBride, Roger Sessions, Danny Simpson

Staff present: Drew Corn, Town Administrator; Robert Crawford, Chief of Police; Eric Tamayo, Public Works Director; Dwight Thornton, Sergeant; Karen Bolyard, Finance Director; and Shirley Rogers, Town Secretary

Consultants present: Ashley Dierker, Legal Counsel; Ben McGahey, Engineer

- B. Mayor Dewing presented the Certificates of Election to: Place 1- Jean Young; Place 2- Mike McBride; Place 3- Michael C. Ganz

2. Briefing Items

- C. Town Hall Lease Space Briefing- presented by Randall Scott of Randall Scott Architects

J Young Land & Cattle LTD submitted a proposal for consideration for a Town Hall site and building on a 12 acre site on their property located on FM 407 and plan to build an initial structure with plans to expand the complex as needed by the Town

Councilmember Young abstained from any discussion on this item

- D. FY 2016 Northlake Investment Policy Update briefed by Drew Corn

- E. FY 2016 Budget Planning Workshop: Preliminary Budget Outlook briefed by Drew Corn

3. Regular Session

Mayor Dewing called the regular session to order at 6:13 pm, all members present
Mayor Dewing led the audience in the Pledge of Allegiance and a Moment of Silence

4. Public Input

Laura Montini, resident of Northlake, stated she had a vested interest in the Town and would like to be considered for a position on the board of directors for either EDC or CDC

Jack Young, resident of Northlake, stated he was available to answer questions relating to the potential town hall space lease site proposed by the J Young Land & Cattle LTD

5. Consent Items

Councilmember Ganz moved to approve the Consent Items as presented. 2nd by Councilmember Young

Vote: motion passed unanimous

F. Meeting Minutes of 5-12-16

G. Resolution No. 16-16 approving the 2016 Northlake Investment Policy

H. Resolution No. 16-17 authorizing continued participation with the steering committee of Cities/Towns served by ONCOR; and authorizing the payment of 11 cents per capita to the steering committee to fund activities related to ONCOR Electric Delivery Company LLC

I. Resolution No. 16-18 of the Town Council of the Town of Northlake, Texas, declaring certain personal property owned by the Town to be Surplus Inventory and authorizing the Town Administrator to dispose of such property

6. Regular Items

J. Meritorious Exception to the pole/pylon sign requirements of Article 11 of the Unified Development Code (UDC) for the purpose of building a 65-foot tall pole sign with a total area of 327 square feet for Rosa's Café to be located on 2.037 acres situated in the L. Medlin Survey, Abstract No. 830, known as Lot 4, Block 5, Northport Addition, generally located on the east side of IH 35W approximately 1,000 feet north of SH 114 at 18451 IH 35W. Bobby Cox Companies is the owner. Mello Signs is the applicant. Case # VR-16-002

i. Mayor Dewing opened the Public Hearing at 6:19 pm

Ken Taft, architect for Rosa's, stated he was in favor of the meritorious exception for a taller sign and asked council to grant the exception

Gerald Warren, real estate broker for Rosa's, stated he was in favor of the taller sign and asked for council's consideration

Chris Farris, with Northlake Partners, stated he was in favor of the taller sign especially in the IH35W corridor

Joel McGregor, resident of Northlake, stated he was in favor of the taller sign

Mayor Dewing closed the Public Hearing at 6:26 pm

ii. Councilmember McBride moved to approve Resolution 16-19. The motion failed for lack of second

Mayor directed staff to resolve the sign height difference along IH35W between the area of north of SH114 and south of Sh114

- K. Mayor Pro Tem Simpson moved to approve the Final Plat of Canyon Falls Village W2 Phase 2, a phase of the Canyon Falls development consisting of 51 single-family residential lots and 1 open space/HOA lot on approximately 10.136 acres of land in the M.E.P. & P.R.R. Survey, Abstract No. 913, generally located southeast of Cleveland-Gibbs Road and Westbridge Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-16-007. 2nd by Councilmember Young

Vote: Motion passed unanimous

- L. Mayor Pro Tem Simpson moved to approve Ordinance No. 16-0609A of the Town of Northlake amending Chapter 11. "Traffic and Vehicles," Prohibiting overnight parking in certain locations within the Town; establishing a penalty for violation; providing for severability; providing for publication; and providing an effective date. 2nd by Councilmember McBride

Vote: Motion passed unanimous

- M. Councilmember McBride moved to approve Ordinance No. 16-0609B of the Town of Northlake, Texas, a adopting an water conservation and drought contingency plan; establishing criteria for drought response stages and restrictions on certain water uses to ensure that health and safety of Northlake citizens; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing a penalty for violations of the plan; providing for publication in the official newspaper and providing an effective date. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

- A. Mayor Pro Tem Simpson moved to approve Resolution No. 16-15 declaring the results of the General Election held on May 7, 2016 to elect three citizens to Places 1, 2 & 3 to the Northlake Town Council for a two year term each. 2nd by Councilmember Young

Vote: Motion passed unanimous

- N. By general consent of the council, Danny Simpson was re-appointed as Mayor Pro Tem for a one-year term ending in June 2017

Vote: Motion passed unanimous

- O. Councilmember Ganz moved to appoint Laura Montini/Austin Jackson and reappoint Hillary Simpson /Bobby Dowell to the Northlake Economic Corporation Board of Directors and appoint Dale Toon/Vicki Parsons, reappoint Bo Roberts/Michael Ganz to the Community Development Corporation Board of Directors and remove Amanda Bodie. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

7. President Peter Dewing convened into the Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting at 7:09 pm

Directors present: Peter Dewing, Jean Young, Michael Ganz, Mike McBride, Roger Sessions, Danny Simpson

Director Simpson moved to approve all items listed below. 2nd by Director Young

Vote: Motion passed unanimous

1. Meeting Minutes of 1-14-16
2. FY 2017 Budget
3. Adjournment at 7:11 pm

8. Executive Session

Mayor Dewing convened at 7:11 pm into closed session to discuss those items listed below

- 1) In accordance with Texas Government Code, Section 551.071, consultation with attorney regarding pending or contemplated litigation or a settlement offer involving - Town of Northlake vs City of Justin
- 2) In accordance with Texas Government Code, Section 551.071, consultation with attorney regarding pending or contemplated litigation or a settlement offer involving- Hath Hathaway vs Town of Northlake, Case 4:16-cv-00251
- 3) In accordance with Texas Government Code, Section 551.072, deliberate the purchase, exchange, lease or value of real property:
 - a) Town Hall Space Lease
- 4) In accordance with Texas Government Code, Section 551.087 Economic Development Negotiations:
 - a) Pioneer Grant Program Application PGP-15-002
 - b) Red River Project
 - c) Potential Building B Tenant
 - d) Potential Development on former Texas Industries Site

By general consent, the council reconvened into open session at 7:55 pm

6. Regular Session (continued)

P. Councilmember McBride moved to approve a Pioneer Grant Performance Agreement between the Town of Northlake, Texas, Northlake Economic Development Corporation and the Northlake Community Development Corporation and MHR Landlord, LLC for the development of a Sonic Drive-in (PGP-15-002). 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

9. Mayor Dewing adjourned the meeting at 7:56 pm

Passed and approved on this the 28th day of July, 2016

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16-19

A RESOLUTION APPROVING THE “DRAFT” DENCO AREA 9-1-1 DISTRICT FISCAL YEAR 2017 FINANCIAL PLAN, PURSUANT TO THE TEXAS HEALTH AND SAFETY CODE, CHAPTER 772, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Northlake has been presented the “DRAFT” DENCO Area 9-1-1 District Fiscal Year 2017 Financial Plan for consideration, in accordance with Section 772.309 Texas Health and Safety Code, as amended.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, HEREBY RESOLVES:

Section I. That the Town of Northlake hereby approves the financial plan.

Section II. That this resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED on this the 28th day of July, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Denco Area 9-1-1 District

Fiscal Year 2017



DRAFT

Financial Plan

Denco Area 9-1-1 District

**Fiscal Year 2017
Financial Plan**

Section 1

Preface



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058
Phone: 972-221-0911 • Fax: 972-420-0709

To: Denco Area 9-1-1 District Participating Jurisdictions
Date: June 10, 2016
Subject: Denco Area 9-1-1 District Fiscal Year 2017 Financial Plan

The Denco Area 9-1-1 District Board of Managers, at its June 9, 2016, regular meeting, approved the "draft" Denco Area 9-1-1 District Fiscal Year 2017 Financial Plan and authorized the District's staff to forward it to all participating jurisdictions for review and comment. On behalf of the Board, I request that your governing body review the following budget and provide us with any comments prior to August 13, 2016.

This financial plan reflects Denco's commitment to provide a state-of-the-art, high availability, emergency 9-1-1 system to the citizens of the district, while preserving our long term financial viability; a tradition that began 25 years ago on August 18, 1990, when the first 9-1-1 call was made in the Denco district.

As the increasingly mobile and data-centric populace demands more interactivity with the 9-1-1 system, and with the higher cost of providing advanced technology, we are mindful of the need for a sustainable approach and have taken a long-term look at both revenue and expenses. The recommended budget maintains the quality programs our partner agencies rely upon while taking important steps to enhance the level of services we deliver to all stakeholders.

In August of this year, the long-awaited text-to-911 services will be implemented in the district. This important capability will permit any citizen to request public safety services via a text message. This will provide a new lifeline for speech and/or hearing impaired citizens across the district who no longer use TTY/TDD services to communicate with public safety and government.

In 2017, the district will further enhance its efforts to bring district-wide Geographic Information System data into alignment with industry best practices and standards for next generation 9-1-1 routing services. In the near future, this data will be critical for determining the routing of all 9-1-1 calls, especially those coming from wireless devices.

Fiscal year 2017 will also see the start of construction on the Annex. This facility will provide EF-5 tornado protection for a back-up 9-1-1 answering point and other critical infrastructure.

Denco is committed to providing our citizens the most technologically advanced and best managed systems and services available. Please review the attached budget and provide us with any comments, either in support of the plan as proposed, or suggestions for improvement. If you have any questions or need additional information, please do not hesitate to contact Mark Payne, our executive director, at (972) 221-0911 or by email at mark.payne@denco.org. The Denco Area 9-1-1 District Board of Managers will adopt a final 2017 budget during our regular meeting in September.

The Denco Area 9-1-1 District Board of Managers and staff appreciate your support and confidence.

A handwritten signature in black ink, appearing to read 'Jack Miller'.

Jack Miller, Chairman
Board of Managers



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058
Phone: 972-221-0911 • Fax: 972-420-0709

To: Denco Area 9-1-1 District Participating Jurisdictions
Date: June 10, 2016
Subject: Denco Area 9-1-1 District Fiscal Year 2017 Financial Plan

Enclosed is a copy of the "Draft" Denco Area 9-1-1 District Fiscal Year 2017 Financial Plan for your jurisdiction's review and comment. Texas Health and Safety Code requires the District to submit the draft budget to its participating jurisdictions for a 45-day review and comment period. After the review and comment period, the District's board of managers will adopt a budget for 2017 based on the feedback received. A copy of the statute and approval policy is included in Section 5 of the draft budget.

At its June 9, 2016 regular meeting, the Denco Area 9-1-1 District Board of Managers unanimously approved the enclosed "Draft" financial plan to be submitted to its participating jurisdictions for consideration. The District requests that your jurisdiction review the proposed budget and submit comments to the Denco board prior to August 13, 2016. At its regular meeting on September 8, 2016, the Denco board will consider final approval of the 2017 Financial Plan. If the District does not receive a response from individual jurisdictions, it will assume, according to statute, that those jurisdictions support the draft budget.

Please fax responses to Denco at (972) 420-0709, email them to Carla Flowers, Director of Administration, at carla.flowers@denco.org or mail them to P.O. Box 293058, Lewisville, Texas 75029-3058. A PDF version of the 2017 financial plan can be downloaded from Denco's website, www.denco.org.

The enclosed budget includes the following sections that provide an overview of both the operations of the Denco Area 9-1-1 District and its financial position:

Section 1: Preface

This section includes memorandums from Jack Miller, Chair of the Denco Board of Managers, and me. It provides a brief summary of the District's strategic plans for fiscal year 2017 and an overview of the approval process.

Section 2: District Overview

The District overview provides a brief summary about the history of the Denco Area 9-1-1 District and its current operations. It also provides background information about the 9-1-1 system, its terminology and the benefits it provides.

Section 3: Financial Plan Summary

Section 3 includes an executive summary of the budget; providing an overview of the District's plans and their impact on its financial position. Also included is a Summary of Cost Classifications that briefly describes the expenditure categories included in the budget.

Section 4: Anticipated Revenues and Proposed Expenditures

Section 4 includes a spreadsheet that summarizes the overall budget for fiscal year 2017, followed by two worksheets that give more detail about the anticipated revenues and proposed expenditures for the year. The section also includes a five-year projection spreadsheet that depicts both the growth and decline of the District's fund balance and a graph reflecting the actual fund balance for the past five years and that projected for the next five.

Section 5: Reference Materials

The final section includes reference material that provides guidelines under which the District operates. Included are copies of resolutions defining the budget approval process, a copy of House Bill 1984 that provides the statutory requirements for budget approval and a copy of the legislation under which Denco operates.

The District is pleased to provide your jurisdiction with a copy of the "Draft" Denco Area 9-1-1 District Fiscal Year 2017 Financial Plan for consideration. The plan provides the District the financial resources necessary to meet the fiscal year 2017 requirements.

If you have any questions, need additional information or would like for me to meet with your staff or governing body, please do not hesitate to call me at (972) 221-0911 or email me at mark.payne@denco.org. I would welcome the opportunity to meet with you and discuss the enclosed budget and the operations of the Denco Area 9-1-1 District.

Thanks for your continued support of the Denco Area 9-1-1 District.

A handwritten signature in black ink, appearing to read "Mark Payne", with a stylized flourish at the end.

Mark Payne, Executive Director

Denco Area 9-1-1 District

**Fiscal Year 2017
Financial Plan**

Section 2

District Overview

DENCO AREA 9-1-1 DISTRICT

District Overview

Formation of the Denco Area 9-1-1 District

Legislation

During its 1985 session, the 69th Texas Legislature passed Article 1432e (Section 772, Texas Health and Safety Code), Emergency Telephone Number Act, which provided for the creation, administration, expansion, funding and dissolution of emergency communication districts in certain counties in Texas. The Emergency Telephone Number Act is the legislation under which the Denco Area 9-1-1 District operates.

Purpose

Section 772.302, Texas Health and Safety Code, states the purpose of the Act to be the following:

“To establish the number 9-1-1 as the primary emergency telephone number for use by certain local governments in this state and to encourage units of local governments and combinations of those units of local government to develop and improve emergency communication procedures and facilities in a manner that will make possible the quick response to any person calling the telephone number 9-1-1 seeking police, fire, medical, rescue and other emergency services.”

Creation of Denco Area 9-1-1 District

On August 8, 1987, Denton County held a special election to confirm the creation of the Emergency Communication District of Denton County and authorize a 9-1-1 emergency service fee, not to exceed 3.0% of the base rate of the principal service supplier per month, to be charged by the District for the purpose of establishing and maintaining E9-1-1 in Denton County. By a margin of 13,086 to

3,024, the voters favored the creation of the emergency communication district. After the special election, the city and county governing bodies within Denton County passed resolutions of participation. The resolutions stated that the city or county would become a participating jurisdiction in the District pursuant to the provisions of the Emergency Telephone Number Act.

The participating jurisdictions of the District are the following:

<i>Argyle</i>	<i>Hackberry</i>	<i>Northlake</i>
<i>Aubrey</i>	<i>Hebron</i>	<i>Oak Point</i>
<i>Bartonville</i>	<i>Hickory Creek</i>	<i>Pilot Point</i>
<i>Carrollton</i>	<i>Highland Village</i>	<i>Ponder</i>
<i>Copper Canyon</i>	<i>Justin</i>	<i>Providence Village</i>
<i>Corinth</i>	<i>Krugerville</i>	<i>Roanoke</i>
<i>Corral City</i>	<i>Krum</i>	<i>Sanger</i>
<i>Cross Roads</i>	<i>Lake Dallas</i>	<i>Shady Shores</i>
<i>Denton</i>	<i>Lakewood Village</i>	<i>The Colony</i>
<i>DISH</i>	<i>Lewisville</i>	<i>Trophy Club</i>
<i>Double Oak</i>	<i>Little Elm</i>	<i>Unincorporated Denton County</i>
<i>Flower Mound</i>		

On December 8, 1987, the District's board of managers ordered the levy and collection of the emergency service fee to commence with the January 1988 billing cycle. The board ordered the service fee, collected by the telephone companies, to be charged at a rate of 3.0% of the current base rate of GTE Southwest (now Verizon). In 1992, the board capped the emergency service fee, for basic levels of wireline telephone service charged to customers in the district, at \$0.27 for residential customers, \$0.71 for business customers and \$1.13 for trunks. **(The same fees remain in effect today.)**

On June 28, 1988, the board of managers named the Emergency Communications District of Denton County, Denco Area 9-1-1 District.

Organizational Structure

The board of managers is the governing body for the Denco Area 9-1-1 District. The county, participating cities and the Denton County Fire Chiefs Association appoint the board. Board members serve staggered two-year terms and are eligible for reappointment. The following members currently sit on the board of managers:

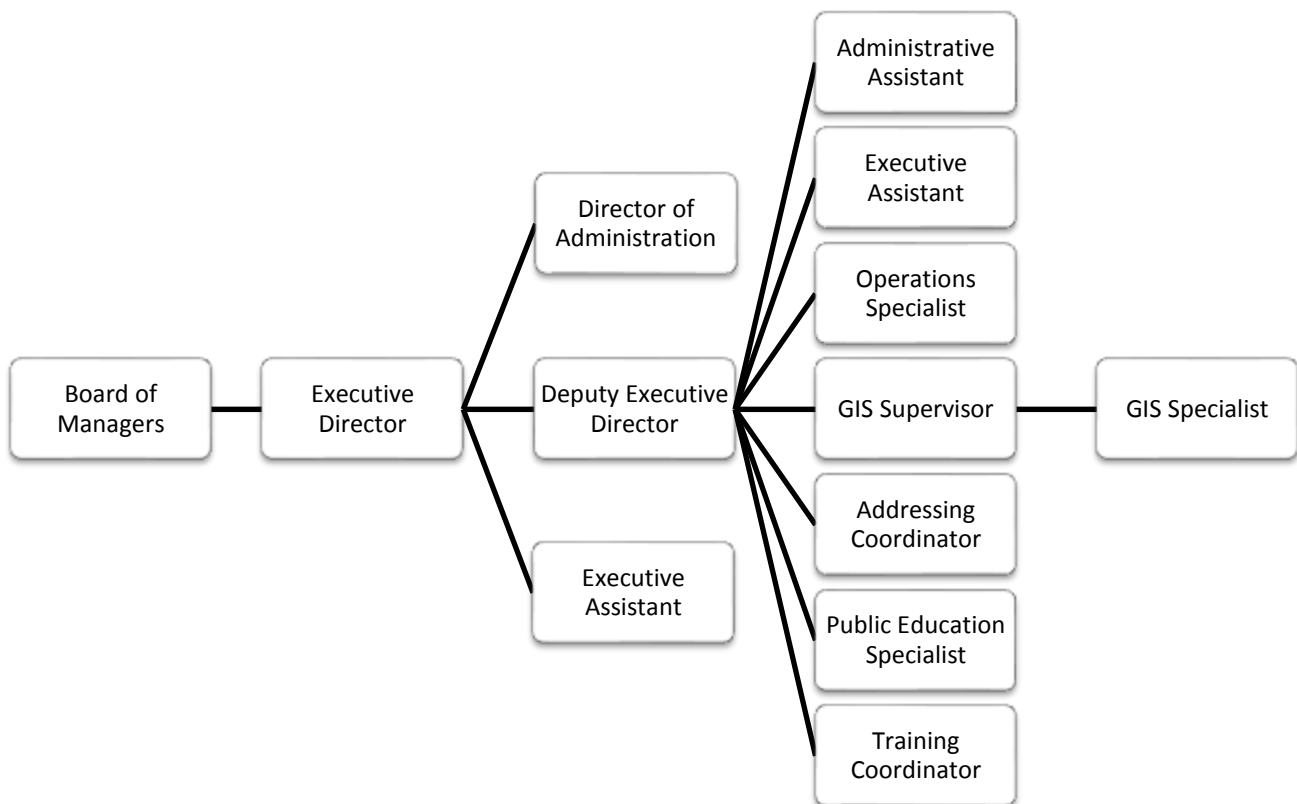
Board Member**Represents**

Mr. Jack Miller, Chair	Denton County Commissioners Court
Mr. Bill Lawrence, Vice Chair	Denton County Commissioners Court
Asst. Chief Terry McGrath, Secretary	Denton County Fire Chiefs' Association
Mayor Sue Tejml	Participating Municipalities
Mr. Jim Carter	Participating Municipalities
Mr. Rob McGee	Verizon Business, Advisory

The Emergency Telephone Number Act states, "*...the board shall manage, control and administer the District. The board may adopt rules for the operation of the District.*" The legislation also allows the board to appoint a director of communications for the District who serves as its general manager. The director, with approval from the board, manages the services necessary to carry out the purposes of the Emergency Telephone Number Act.

The Denco Area 9-1-1 District's staff is responsible for performing all the duties that may be required for the District to accomplish its mission within the framework provided by the board. The "Draft" Denco Area 9-1-1 District Fiscal Year 2017 Financial Plan provides for sixteen full-time staff members who provide the planning, operations, and maintenance functions for the District. The organizational structure of the District includes Administration and Operational program areas that serve the 9-1-1 PSAPs and emergency service providers within the district. Operational program areas —sometimes referred to as Direct Services— include: 9-1-1 Systems, Public Education, and Training and Education Development.

Included in the organizational chart on the following page, are the titles of staff members in each functional area.



Mission, Values and Goals Statement

Mission

The mission of the Denco Area 9-1-1 District is to provide an efficient, effective enhanced 9-1-1 emergency telecommunications system that assists its member jurisdictions in response to police, fire and medical emergency calls.

Values

The Denco Area 9-1-1 District pledges to uphold the following values:

Value 1: The control of District operations is the responsibility of member jurisdictions and the board of managers.

Value 2: The District will provide the most reliable, efficient, cost-effective and proven technologies within available resources.

Goals

The Denco Area 9-1-1 District has the following goals that support its endeavor to carry out its mission.

Goal 1: To represent the interests of member jurisdictions, emergency service providers and end users by establishing and providing the means for the Denco Area 9-1-1 District to accomplish its mission, values, goals and objectives.

Goal 2: To manage the Denco Area 9-1-1 District in an objective, efficient, effective and responsive manner.

Goal 3: To increase public awareness of 9-1-1 issues and promote the proper use of the 9-1-1 system.

Goal 4: To provide training programs which enable Public Safety Answering Point (PSAP) personnel to effectively process 9-1-1 calls.

Goal 5: To provide and maintain advanced, effective 9-1-1 Systems that are compatible with changing communication technologies.

Goal 6: To assure that 9-1-1 calls, from all sources, are routed properly to PSAPs and that PSAPs have the most accurate, reliable, and useable data at all times.

Designated Core Competencies

The Denco Area 9-1-1 District has identified the following core competencies as a means for measuring its efficiency, effectiveness and overall performance.

Integrity/Honesty

Instills mutual trust and confidence; creates a culture that fosters high standards of ethics; behaves in a fair and ethical manner toward others, and demonstrates a sense of corporate responsibility and commitment to public service.

Responsive Customer Service

Balancing interests of a variety of clients, readily readjusts priorities to respond to pressing and changing client demands. Anticipates and meets the needs of clients; achieves quality end products; is committed to continuous improvement of services.

Team Work

Encourages and facilitates cooperation within the organization and with customer groups; fosters commitment, team spirit, pride, and trust. Develops leadership in others through coaching, mentoring, rewarding, and guiding employees. Actively participates in healthy debate and discussion sharing personal points of view and rational for individual thinking; once decision has been made, openly supports and owns the majority decision as if it were his or her own; doesn't undermine or second guess majority decision after the fact.

Flexibility

Open to change and new information; adapts behavior and work methods in response to new information, changing conditions or unexpected obstacles. Adjusts rapidly to new situations warranting attention and resolution.

Decisiveness

Exercises good judgment by making sound and well informed decisions; perceives the impact and implications of decisions; makes effective and timely decisions, even when data is limited or solutions produce unpleasant consequences; is proactive and achievement oriented.

Background Information

What is E9-1-1?

Enhanced Nine-One-One (E9-1-1) is a single, easy-to-remember number used when reporting emergencies to fire, police and emergency medical service providers. The E9-1-1 system, operational in the Denco Area 9-1-1 District, is designed to automatically route any 9-1-1 call, placed from a telephone instrument (including wireless and Internet) within the District's geographical boundaries, to the proper public safety answering point (PSAP) responsible for dispatching emergency services to the caller. (At the current time, there are limitations to both wireless and Internet location technologies.)

Benefits of E9-1-1

The E9-1-1 system has enhanced the ability of emergency service providers to save the lives and property of citizens in the Denco Area 9-1-1 District. Some of the direct benefits of the emergency communication system provided by Denco are the following:

- Only one three-digit number to remember in an emergency situation.
- The 9-1-1 call is routed to the proper agency responsible for dispatching help to the caller.
- Trained telecommunicators answer 9-1-1 calls. (In the Denco Area 9-1-1 District, telecommunicators are trained to provide emergency medical dispatch, thus reducing response time for medical emergencies.)
- Telecommunicators have the equipment and training necessary to communicate with hearing/speech impaired callers using TTY equipment and will be able to accept text messages to 9-1-1 beginning August 1, 2016.
- The caller's name, address and telephone number, as well as the proper fire, police and emergency medical service designated to respond to the caller's address, is automatically provided to the telecommunicator; thus reducing total response time. In the event the caller is unable to speak, the telecommunicator has the ability to dispatch help to the caller's location that is provided by the E9-1-1 system.
- All PSAPs in the Denco Area 9-1-1 District are part of a common network, allowing each to transfer calls, conference multiple PSAPs and/or share information within a closed system.
- ANI/ALI information provides a means to control and reduce prank calls.

- The public education programs associated with E9-1-1 promote citizen awareness and involvement with emergency service providers.
- The E9-1-1 system enhances local government's ability to address the ever growing public expectation of emergency services created by the technology vendors, the media and popular television programming.
- The E9-1-1 system is designed to allow PSAPs the ability to directly transfer a caller to another public safety agency or poison control center.
- The E9-1-1 system will identify calls from wireless and Internet phones, advising the telecommunicator to ask proper questions to determine the location of the emergency. Phase I provides the caller's telephone number so that the telecommunicator has the ability to reconnect if the call is terminated. Phase II provides additional location information to telecommunicators. Location information for Internet phones (VoIP) is typically entered by the subscriber through a website.
- The system has the ability to identify telephone companies serving 9-1-1 callers, thus streamlining the process.

Glossary of Terms

9-1-1 (Nine-One-One). A designated easy-to-remember, easy-to-call, three-digit emergency telephone number developed to provide citizens with a reliable, fast and convenient way to access fire, police, or medical service in the event of an emergency.

ANI (Automatic Number Identification). ANI is the feature that provides the caller's telephone number on a console at the PSAP.

ALI (Automatic Location Identification). ALI provides the caller's name and address on a computer monitor at the PSAP along with the name of the correct police, fire and emergency medical services designated to respond to the caller's location. Callers should always know their location in the event the ALI information is not available because of limited technology.

Database. The 9-1-1 Database is the information accompanying a 9-1-1 call at the PSAP. The information provided is the caller's name, address and telephone number, as well as the emergency service providers designated to respond to the caller's address. The database information is not always available from wireless and VoIP callers.

E9-1-1 (Enhanced 9-1-1). The system that is operational in Denton County providing SR, ANI and ALI (defined below).

ESInet (Emergency Services IP Network). An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not restricted to, those necessary for providing NG9-1-1 services. ESInets may be constructed from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national and international levels to form an IP-based inter-network (network of networks).

GIS (Geographic Information Systems). The technology used to develop and display the mapped data used to locate 9-1-1 callers.

i3 or i3 PSAP (See also NG9-1-1). NENA's Detailed Functional and Interface Standard for NG9-1-1 (i3), which describes a PSAP that is capable of receiving IP-based signaling for delivery of emergency calls and for originating calls and is conformant to NENA specifications for such PSAPs.

IWS (Integrated Workstation). The computerized 9-1-1 answering equipment provided by Denco that gives telecommunicators, in addition to the 9-1-1 function, additional tools such as computer-aided dispatch, paging, mapping and radio communications. Denco has 64 integrated workstations at its eleven (11) operational, and one (1) backup, PSAP(s).

NG9-1-1 (Next Generation 9-1-1). NG9-1-1 is an Internet Protocol (IP)_based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency service organizations.

Phase I. Wireless Phase I Enhanced 9-1-1 is the Federal Communication Commission (FCC) mandate to the wireless telephone industry and to 9-1-1 requiring the routing of wireless 9-1-1 calls to appropriate PSAPs and the provision of the callers' ANI to the telecommunicators.

Phase II. Phase II provides the approximate geographic location of wireless callers, in addition to the FCC's Phase I enhancements.

PSAP (Public Safety Answering Point). The location of the equipment used to answer 9-1-1 emergency calls. The following are the twelve (12) PSAPs that are currently capable of answering 9-1-1 calls in the Denco Area 9-1-1 District:

City of Denton Police Department	North Texas Emergency
Denton County Sheriff's Office	Communications Center (Carrollton)
Town of Flower Mound Police Department	City of Roanoke Police Department
City of Highland Village Police Department	City of The Colony Police Department
City of Lake Dallas Police Department	University of North Texas Police Department
City of Lewisville Police Department	Texas Woman's University Police Department
	Denco Backup PSAP and Training Center

Public Safety Telecommunicator. The individual answering the 9-1-1 calls; trained to communicate with persons seeking emergency assistance and with agencies and individuals providing such assistance.

SR (Selective Routing). Selective Routing provides automatic routing of 9-1-1 calls, based on the caller's location, to the appropriate PSAP. The caller is not required to determine which public safety agency to call. Callers using wireless or VoIP telephones should know their location because the routing technology is not as accurate for these services.

Denco Area 9-1-1 District

**Fiscal Year 2017
Financial Plan**

Section 3

Financial Plan Summary

Summary of Cost Classifications

DENCO AREA 9-1-1 DISTRICT

Fiscal Year 2017 Financial Plan Summary

The 2017 Financial Plan for the Denco Area 9-1-1 District provides funding for the continued delivery of high-quality services that the citizens and PSAPs in the Denco district have come to rely upon for the past 26 years. Those trusted services include: the support of all elements of the 9-1-1 system (e.g. database, routing, network and equipment) throughout the district; addressing and mapping services; public education and training services; and the continuing legislative and regulatory advocacy services that Denco provides in Austin and Washington D.C. In addition to these ongoing services, the District is continually updating its strategic plans to focus on providing the most efficient and effective services available within its financial resources.

Financial Plan Overview

Section 4 of the Denco Area 9-1-1 District Fiscal Year 2017 Financial Plan provides the following spreadsheets that summarize the budget: “Summary of Anticipated Revenues and Proposed Expenditures”; “Anticipated Revenues, Proposed Expenditures”; and “Five Year Projections”. Also provided, following the spreadsheets is a graph that depicts the Cash Fund Balance (Assigned and Unassigned). It provides a picture of the actual change in fund balance from fiscal year 2010 through estimated 2016, and projections through 2021.

Anticipating a declining rate of growth in 9-1-1 service fee revenues, Denco will see a slowed replenishment of its cash fund balance following major capital improvements and service enhancements. The board will continue to monitor this revenue trend closely to insure adequate funds are available to deliver exceptional service and enhance Denco’s 9-1-1 system as needed to accomplish its mission.

Denco has no debt at the current time. It prides itself in being fiscally responsible by planning ahead to meet future funding requirements.

Summary of Anticipated Revenues and Proposed Expenditures

The summary spreadsheet provides information about the financial position of the District at the beginning of fiscal year 2017, its projected revenues and expenditures for the year, and the financial position at the end of the year.

The Beginning of Year Fund Balance for fiscal year 2017 represents the total cash and invested funds balance estimated at the end of the current fiscal year. The End of Year Total Fund Balance is the amount anticipated at the end of fiscal year 2017, and is anticipated to decrease by \$2,948,098 as Denco begins construction of its Annex and backup Public Safety Answering Point.

Revenues

Total revenues anticipated for fiscal year 2017 are \$4,879,981, with 98.2% being derived from 9-1-1 service fee revenue. The wireless service fee growth rate is projected to drop to 2.5%. Estimated interest earned on investments is projected to decrease as cash and investing funds are drawn down during the construction of the Annex. Total revenue anticipated for fiscal year 2017 is projected to be \$157,994 less than the fiscal year 2016 estimated budget, due to an arrears payment of service fees by Verizon for fiscal year 2015, and the continued decline of wireline service fees from the Incumbent Local Exchange Carriers.

The following summarizes assumptions utilized in forecasting fiscal year 2017 revenues:

Service Fee Revenue Assumptions

- Incumbent Local Exchange Carriers (i.e. Frontier, AT&T, and CenturyLink) wireline 9-1-1 service fee revenue will continue to decline, but the continued consumer migration from traditional wireline services to Voice over IP (VoIP) and digital voice services, will help to offset these losses, resulting in a 1.0% decrease in wireline revenues.
- Wireless 9-1-1 service fee revenues will continue to grow, but at a slower pace than we have seen over the past ten years. A more conservative rate 2.5% is expected; down from the 3.0% estimate for fiscal year 2016.
- If the Verizon service fee arrears payment is factored out of the fiscal year 2016 revenue estimate, total service fee revenues would be expected to grow by 2.0% in fiscal year 2017.

Non-Service Fee Revenue Assumptions

- The construction of the Annex will dramatically reduce the availability of investment funds. Interest revenue is estimated to be less than \$25,000 for the fiscal year.
- Denco will have continued success in drawing trainees from outside of the Denco District, bringing in additional class registration fee revenue. In fiscal year 2017, training program revenue is projected to rise to \$30,000.
- The North Texas Emergency Communications Center will continue to require additional GIS coordination services and the \$15,000 in support will continue.
- Denco and Denton County have a long-standing agreement for Denco staff to coordinate the issuance of addresses in unincorporated Denton County. This agreement will be continued at the previously established rate of \$20,000 per year.

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Expenditures

The total expenditures proposed in the fiscal year 2017 financial plan reflect a 46%, or \$2,449,774, increase in spending when compared to the estimated expenditures for fiscal year 2016. When the cost of the Annex facility project is factored out, fiscal year 2017 spending decreases by 10%, or \$536,226, compared to the estimated fiscal year 2016 expenditures.

Personnel

Total personnel expenditures proposed in 2017 are \$1,536,857, or 19.6% of the total budget, representing an increase in this budget section of \$42,202 when compared with the estimated fiscal year 2016 budget. This 2.75% increase is due to a slight increase in the health insurance rate, the filling of two down-graded, but vacant 9-1-1 technician positions, and the addition of a GIS Specialist position.

Health insurance costs through TML MultiState IEBP will increase by 4.0% and dental coverage by 9% in 2017. This increase falls below the larger TML pool average increase of 4.6%.

The salary line item is being held flat at 1.0% as the down-grading of the 9-1-1 technician positions, provides additional margin to provide for potential merit-based pay adjustments during fiscal year 2017.

Total benefit expenditures proposed in fiscal year 2017 are \$35,702 more than estimated in the current fiscal budget; again attributable to a minor health insurance rate increase and filling two vacant positions. The proposed benefits package is 32.3% of the total personnel budget.

The TCDRS proposed budget line item remains at 16.0% of salary. This is an elected contribution rate and 10.6% over the TCDRS 2017 plan year requirement. The higher contribution rate helps to mitigate the impact of future rate increases due to market volatility and retiree payments, and continues to provide better return on investment than elsewhere. Denco's current funded ratio is 103.7%. This investment should allow the District to reduce its contribution in the future if required.

Administration

The total administration expenditures proposed for fiscal year 2017 is \$324,550 or 4.1% of the total budget expenditures. Proposed spending is \$11,651 more than estimated fiscal year 2016 spending.

Direct Services

Direct Services expenditures are the core mission of the District and include 9-1-1 technical and operational elements, Geographic Information Systems and database, the training program, public education, and supporting capital projects. These services account for 34.2% of the fiscal year 2017 budget.

Technical Services

Fiscal year 2017 will focus on enhancing Denco's service delivery model for the 9-1-1 system. By restructuring the technical staff, Denco has been able to expand staff resources with the goal of establishing more around-the-clock coverage for monitoring all network components, coordinating with network and other service providers and implementing a help-desk model for immediate PSAP availability. Concurrent with the occupancy of the new Denco Annex in late 2017, staff will be ready to assume greater levels of monitoring and coordination.

Staff will complete the full deployment of advanced text-to-911 services before the end of fiscal year 2016 and begin a robust public education campaign continuing into Fiscal Year 2017, to ensure citizens receive information about the capabilities and limitations of this new connection method. The public education plan will have a special focus to reach deaf and hard-of-hearing citizens in the district who will most benefit from this new technology.

One of the most significant and challenging issues facing the district's 9-1-1 system is safeguarding it from intentional compromise. Cybersecurity has become an integral part of mission function and operations for NG9-1-1 systems. Denco will place considerable effort into the establishment of a cybersecurity risk management framework to address constantly changing threats and vulnerabilities using both prevention and detection approaches. Efforts will be undertaken to ensure that Denco complies with industry best practices such as the NENA security standard 75-001, NENA Security for Next Generation 9-1-1 Standard (NG-SEC), recommendations of the Multi-State Information Sharing and Analysis Center (MS-ISAC), a division of the Center for Internet Security and the US Department of Homeland Security, and the National Institute of Standards and Technology.

Geographic Information System Services

During fiscal year 2016, Denco continued its focus on the enhancement of Geographic Information Systems (GIS) data used to support 9-1-1 call processing. Denco is aggressively improving its processes to ensure the most accurate GIS system is available to all public safety agencies in the district. Recently, Denco hired a new GIS Specialist to support continued efforts ensuring its GIS data is compliant with all existing and emerging industry standards for NG9-1-1 call processing. Funds for this additional position had been approved in previous budgets in the contract services line item with anticipation that a contractor or intern would be engaged. Given the amount of effort necessary to ensure full GIS readiness to support spatial routing of 9-1-1 calls, it was determined to be more cost effective to engage an employee rather than a contractor for this ongoing maintenance work. Additionally, Denco has engaged GIS personnel from partner jurisdictions to take advantage of all synergy opportunities while developing the highest quality GIS data in support of public safety.

PSAP Support Services

Similar to the challenges faced by agencies across the country, the PSAPs in the Denco Area 9-1-1 District continue to struggle with high personnel turnover rates and ongoing personnel shortages. The adverse impacts of constant personnel shortages are significant. Due to the critical nature of the position, staffing levels must be maintained through the assignment of mandatory overtime. High turnover rates can lead to higher costs, increased stress, health problems and absenteeism, less training and increased mistakes on the job as a result of all of these factors.

Approximately 15 years ago, Denco established testing/selection resources for agencies in an attempt to help with selection of personnel with heightened indicators of success in this challenging career. Last year, Denco expanded this effort to include a pilot recruiting project with the goal of benefiting all public safety agencies in the district by expanding the candidate pool. In fiscal year 2017, there will be an expanded effort to assist agencies in the recruitment, selection, training and retention of telecommunicator personnel. Aspects of the project will include data gathering and analysis, recruiting support and expanded pre-employment testing support resources.

Training Services

Denco continues to offer one of the most active telecommunicator training programs in the State of Texas. Denco provides training for more than 175 telecommunicators, supervisors, and managers in the district, as well as to public safety personnel from outside the district; when excess capacity exists. The Denco training program provides basic, advanced, management, and EMD training opportunities to public safety personnel.

Public Education Services

Denco provides marketing and public education messages to select groups, and the public in general, supporting a philosophy that a caller who knows when and how to use 9-1-1 effectively, can make a significant difference in the outcome of an emergency. Denco continues to expand its community presence by participating in various activities such as community events, safety fairs and school presentations. In addition, Denco markets system features and operational information to the public through a variety of efforts including theater advertising, personal presentation and participation in region-wide media campaigns with other 9-1-1 entities in the D/FW media market.

The following bullets highlight direct services expenditures in the proposed 2017 budget:

- Denco has continued to restructure its technical services employees to provide better focus on monitoring and response. Over the past few years, all technical management and 9-1-1 technician positions have been migrated to operations specialist positions providing additional capability. The fiscal year 2017 proposed budget includes advanced technical training to include Airbus Vesta Installation and Management training, advanced troubleshooting, and administrator training for 9-1-1 call taking software, mapping and analytics modules. The professional development budget also includes training on enhanced technical monitoring software to provide an early indication of problems within equipment and/or networks including the countywide microwave system. Denco expects to be able to discontinue

requiring employees to serve in an after-hours, on-call status by the end of 2017.

- The full-time public education coordinator position has been reclassified to public education specialist and will spend much more time out of the office interacting with citizens.
- The proposed budget includes hardware and software costs of developing a technical lab capability to assist operations specialists in troubleshooting, testing new features/enhancements and training.
- During fiscal year 2017, Denco and Denton County will work together to develop a formal technology upgrade plan for the jointly owned microwave system. Denco's share of the planning costs are included in the proposed budget.
- The proposed budget includes technology costs associated with completing a microwave path study for the new Denco annex.

The fiscal year 2017 proposed budget also includes:

- Design and printing of the annual training calendar to promote the District's training program and provide a better planning tool for PSAP managers.
- Consulting services to conduct an independent training need assessment.
- Continued pursuit of training academy accreditation through the Commission on Accreditation for Law Enforcement Agencies, Inc., (CALEA).
- The proposed budget includes continued participation with the Lewisville Fire Clown program and increased exposure through more active and direct participation in community events, fairs, and festivals.
- Denco will become more active in school presentations during fiscal year 2017 and will continue to provide an end-of year safety message to all elementary school students in the district.
- The proposed budget includes continued support for PSAPs to develop, implement and maintain a comprehensive emergency medical dispatch (EMD) quality assurance process.

Five Year Projections

The Five Year Projections spreadsheet in “Section 4,” along with the graph that follows it, depicts the long term financial position and stability of the Denco Area 9-1-1 District.

Summary of Significant Projections

Fiscal year 2017 capital project spending will cause a projected reduction of \$2,948,098 in the end of year fund balance; and, as this capital project will span both fiscal year 2017 and fiscal year 2018, a further reduction of \$897,996 is projected for the fiscal year 2018 fund balance for the construction of the Annex.

Further out, fiscal year 2019 will see a potential increase in 9-1-1 selective routing and database costs, as Denco’s six-year, fixed-price contract agreement with West (formerly Intrado) will expire. Similarly, fiscal year 2020 includes a 9-1-1 equipment refresh from Denco’s migration to NG9-1-1 call processing equipment. This is not a total 9-1-1 system upgrade, but the replacement of the call-taking computers, which will have been in service for six years in fiscal year 2020.

Explanation of Fund Balance Movement

When looking at the *Cash Fund Balance (Assigned and Unassigned)* graph below, the following will be helpful in its interpretation:

Beginning in fiscal years 2010 and 2011, the District drew upon its capital projects fund to expand its training facilities and for the initial phase of its NG9-1-1 system project. In 2012, due to NG9-1-1 project implementation delays, the fund balance grew until the project resumed in fiscal year 2013, at which point project expenses further reduced the fund balance. In 2014, the NG9-1-1 project drew to a close and the fund balance began to rise again, to a balance of \$3,863,764.

With the expectation of the near-term construction of an Annex and back-up PSAP facility, the fund balance continued to rise to \$4,467,826 at the end of fiscal year 2015. Looking ahead to fiscal years 2017 and 2018, the graph reflects the planned construction of the Annex and back-up PSAP facility.

From fiscal year 2019 through 2021, the graph shows a shallow growth curve for the fund balance, as it accounts for project network and 9-1-1 service costs increases, the refresh of 9-1-1 call-taking positions, and the slowing rate of growth in 9-1-1 service fee revenues.

Denco Area 9-1-1 District

**Fiscal Year 2017
Financial Plan**

Section 4

Anticipated Revenues

Proposed Expenditures

DENCO AREA 9-1-1 DISTRICT FINANCIAL PLAN

Summary of Anticipated Revenues and Proposed Expenditures		
Fiscal Year 2017		
	Proposed	Percent of Budget
Beginning of Year Estimated Fund Balance	\$ 4,127,495	
Anticipated Revenues		
9-1-1 Service Fee Revenue	\$ 4,791,732	98.2%
Interest Revenue	\$ 23,249	0.5%
Contract Services Revenue	\$ 20,000	0.4%
Miscellaneous Revenue (Expense)	<u>\$ 45,000</u>	0.9%
Total Anticipated Revenues	\$ 4,879,981	100.0%
Proposed Expenditures		
Personnel	\$ 1,536,857	19.6%
Administration	\$ 324,550	4.1%
Direct Services	\$ 2,681,100	34.2%
Depreciation Expense	\$ 135,572	1.7%
Capital Projects	<u>\$ 3,150,000</u>	40.2%
Total Proposed Expenditures	\$ 7,828,079	100.0%
Increase (Decrease) in Fund Balance	\$ (2,948,098)	
End of Year Estimated Fund Balance	<u>\$ 1,179,397</u>	

DENCO AREA 9-1-1 DISTRICT FINANCIAL PLAN

Anticipated Revenues		
Fiscal Year 2017		
	Proposed	Percent of Total Revenue
Wireline Service Fee Revenue		
Verizon	\$ 360,000	7.4%
AT&T	\$ 124,800	2.6%
CenturyLink	\$ 50,700	1.0%
Other Local Exchange Carriers (CLECs)	\$ 681,600	14.0%
Net Wireline Service Fee Revenue	\$ 1,198,844	24.6%
Wireless Service Fee Revenue	\$ 3,592,888	73.6%
Total Service Fee Revenue	\$ 4,791,732	98.2%
Non-Service Fee Revenue		
Interest Revenue	\$ 23,249	0.5%
Contract Service Revenue	\$ 20,000	0.4%
Miscellaneous Revenue (Expenses)	\$ 45,000	0.9%
Total Non-Service Fee Revenue	\$ 88,249	1.8%
Total Anticipated Revenues	\$ 4,879,981	100.0%

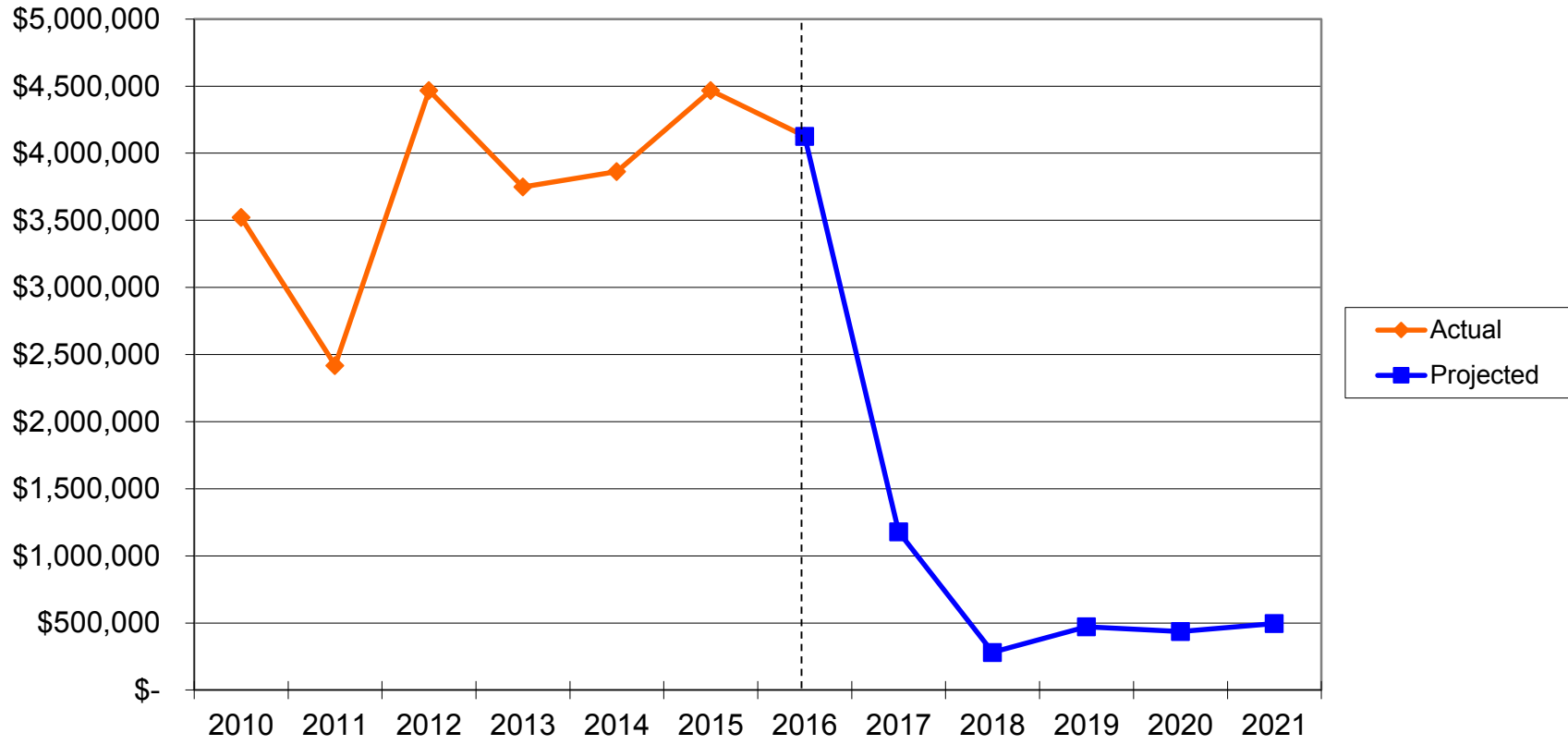
DENCO AREA 9-1-1 DISTRICT FINANCIAL PLAN

Proposed Expenditures Fiscal Year 2017		
	Proposed	Percent of Budget
Personnel		
Salaries	\$ 1,040,000	13.3%
Benefits	\$ 496,857	6.3%
Total Personnel	\$ 1,536,857	19.6%
Administration		
Office Expenses	\$ 51,950	0.7%
Contract Services	\$ 118,330	1.5%
Facilities	\$ 90,000	1.1%
Memberships/Subscriptions	\$ 4,870	0.1%
Professional Development	\$ 27,800	0.4%
Travel	\$ 31,600	0.4%
Total Administration	\$ 324,550	4.1%
Direct Services		
Operations	\$ 809,100	10.3%
Network Services	\$ 1,727,000	22.1%
Equipment	\$ 145,000	1.9%
Total Direct Services	\$ 2,681,100	34.2%
Capital Projects Expenditures	\$ 3,150,000	40.2%
Depreciation Expense	\$ 135,572	1.7%
Total Proposed Expenditures	<u>\$ 7,828,079</u>	100.0%

DENCO AREA 9-1-1 DISTRICT FINANCIAL PLAN

Five Year Projections						
Fiscal Year 2017						
	FY 2016 Estimated	FY 2017 Proposed	FY 2018 Projected	FY 2019 Projected	FY 2020 Projected	FY 2021 Projected
Beginning of Year Fund Balance	\$ 4,467,826	\$ 4,127,495	\$ 1,179,397	\$ 281,401	\$ 471,983	\$ 436,957
Revenue						
Net Service Fee Revenue (2.0% Growth)	\$ 4,814,030	\$ 4,791,732	\$ 4,887,567	\$ 4,985,318	\$ 5,085,024	\$ 5,186,725
Interest Revenue	\$ 46,264	\$ 23,249	\$ 26,000	\$ 12,000	\$ 12,000	\$ 12,000
Contract Services Revenue	\$ 23,080	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Miscellaneous Revenue (Expense)	\$ 154,601	\$ 45,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 53,000
Total Revenue	\$ 5,037,975	\$ 4,879,981	\$ 4,973,567	\$ 5,057,318	\$ 5,157,024	\$ 5,271,725
Expenditures						
Personnel	\$ 1,494,655	\$ 1,536,857	\$ 1,593,131	\$ 1,651,475	\$ 1,711,963	\$ 1,774,676
Administration	\$ 312,899	\$ 324,550	\$ 336,023	\$ 347,922	\$ 360,261	\$ 373,058
Direct Services	\$ 3,293,775	\$ 2,681,100	\$ 2,869,722	\$ 2,672,116	\$ 2,885,559	\$ 2,783,270
Depreciation Expense	\$ 112,976	\$ 135,572	\$ 162,686	\$ 195,223	\$ 234,268	\$ 281,121
Capital Projects	\$ 164,000	\$ 3,150,000	\$ 910,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 5,378,305	\$ 7,828,079	\$ 5,871,563	\$ 4,866,736	\$ 5,192,051	\$ 5,212,126
Increase (Decrease) In Fund Balance	\$ (340,330)	\$ (2,948,098)	\$ (897,996)	\$ 190,582	\$ (35,027)	\$ 59,599
End of Year Total Fund Balance	\$ 4,127,495	\$ 1,179,397	\$ 281,401	\$ 471,983	\$ 436,957	\$ 496,555

Cash Fund Balance (Assigned and Unassigned)



Denco Area 9-1-1 District

**Fiscal Year 2017
Financial Plan**

Section 5

Budget Resolutions

House Bill 1984

District Legislation

DENCO AREA 9-1-1 DISTRICT

RESOLUTION

DEFINING PROCEDURES FOR CONSIDERATION AND APPROVAL OF A BUDGET

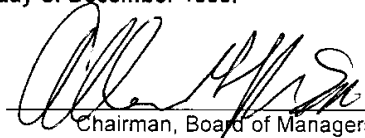
WHEREAS, Sections 772.309(b)&(c), Texas Health and Safety Code have been amended by the Texas Legislature to specify certain procedures for the consideration and approval of a budget by the Board and governing bodies of participating jurisdictions.

NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:

The Board's procedures for consideration and approval of a budget shall include the following:

1. Not later than the 45th day before the Board adopts a budget, the Executive Director on behalf of the Board will submit a draft of the proposed budget to each of the governing bodies of the participating jurisdictions. In a transmittal letter accompanying the draft of the proposed budget, the Executive Director will include a statement requesting that the governing bodies of each of the participating jurisdictions review the draft of the proposed budget and submit any comments to the Board prior to or on the date the budget is scheduled for consideration and adoption by the Board.
2. Once the Board adopts the budget, the Executive Director on behalf of the Board will within three days either 1) send a letter to each of the governing bodies of the participating jurisdictions stating that the Board adopted the proposed budget without any changes or 2) send a copy of the budget adopted by the Board and include in a letter the differences between the proposed and adopted budget. In the letter to the governing bodies of the participating jurisdictions, the Executive Director will include a statement requesting approval of the Board's adopted budget by the governing bodies of participating jurisdictions within sixty days of receipt.

APPROVED and ADOPTED on this 2nd day of December 1999.


Chairman, Board of Managers


Secretary, Board of Managers

AN ACT

relating to the consolidation of emergency communication districts and to the approval of proposed budgets of certain emergency communication districts.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 771.001(3), Health and Safety Code, is amended to read as follows:

(3) "Emergency communication district" means:

(A) a public agency or group of public agencies acting jointly that provided 9-1-1 service before September 1, 1987, or that had voted or contracted before that date to provide that service; or

(B) a district created under Subchapter B, C, ~~[or]~~ D, or F, Chapter 772.

SECTION 2. Sections 772.309(b), (c), and (d), Health and Safety Code, are amended to read as follows:

(b) the board shall submit a draft of the proposed budget to the governing bodies of the participating jurisdictions not later than the 45th day before the date the board adopts the budget. The participating jurisdictions shall review the proposed budget and submit any comments regarding the budget to the board.

(c) if the governing body of a county, municipality, or other participating jurisdiction does not approve or disapprove the budget before the 61st day after the date the body received the proposed budget for review, the budget is approved by operation of law.

(d) A revision of the budget must be approved in the same manner as the budget.

(e) ~~[(e)]~~ As soon as practicable after the end of each district fiscal year, the director shall prepare and present to the board and to each participating jurisdiction in writing a sworn statement of all money received by the district and how the money was used during the preceding fiscal year. The report must show in detail the operations of the district for the fiscal year covered by the report.

(f) ~~[(d)]~~ The board shall have an independent financial audit of the district performed annually.

SUBCHAPTER D. EMERGENCY COMMUNICATION DISTRICTS: COUNTIES WITH POPULATION OVER 20,000

§ 772.301. Short Title

This subchapter may be cited as the Emergency Telephone Number Act.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.302. Purpose

It is the purpose of this subchapter to establish the number 9–1–1 as the primary emergency telephone number for use by certain local governments in this state and to encourage units of local government and combinations of those units to develop and improve emergency communication procedures and facilities in a manner that will make possible the quick response to any person calling the telephone number 9–1–1 seeking police, fire, medical, rescue, and other emergency services. To this purpose the legislature finds that:

- (1) it is in the public interest to shorten the time required for a citizen to request and receive emergency aid;
- (2) there exist thousands of different emergency telephone numbers throughout the state, and telephone exchange boundaries and central office service areas do not necessarily correspond to public safety and political boundaries;
- (3) a dominant part of the state's population is located in rapidly expanding metropolitan areas that generally cross the boundary lines of local jurisdictions and often extend into two or more counties; and
- (4) provision of a single, primary three-digit emergency number through which emergency services can be quickly and efficiently obtained would provide a significant contribution to law enforcement and other public safety efforts by making it less difficult to notify public safety personnel quickly.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.303. Definitions

In this subchapter:

- (1) "Board" means the board of managers of a district.
- (2) "Director" means the director of communication for a district.

(3) "District" means an emergency communication district created under this subchapter.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.304. Application of Subchapter

(a) This subchapter applies only to a county with a population of more than 20,000 or to a group of two or more contiguous counties each with a population of 20,000 or more in which an emergency communication district was created under Chapter 288, Acts of the 69th Legislature, Regular Session, 1985, before January 1, 1988, or to a public agency or group of public agencies that withdraws from participation in a regional plan under Section 771.058(d).

(b) This subchapter does not affect the authority of a public agency to operate under another law authorizing the creation of a district in which 9–1–1 service is provided.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1999, 76th Leg., ch. 1405, § 32, eff. Sept. 1, 1999.

§ 772.305. Additional Territory

(a) If a municipality that is part of a district annexes territory that is not part of the district, the annexed territory becomes part of the district.

(b) A public agency located in whole or part in a county adjoining the district, by resolution adopted by its governing body and approved by the board of the district, may become part of the district and subject to its benefits and requirements.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.306. Board of Managers

(a) A district is governed by a board of managers.

(b) If the most populous municipality in the district has a population of more than 140,000, the board consists of:

(1) one member for each county in the district appointed by the commissioners court of each county;

(2) two members appointed by the governing body of the most populous municipality in the district;

(3) one member appointed by the governing body of the second most populous municipality in the district;

(4) one member appointed as provided by this section to represent the other municipalities located in whole or part in the district; and

(5) one member appointed by the principal service supplier.

(c) If Subsection (b) does not apply to a district, the board consists of:

(1) the following members representing the county or counties in the district:

(A) if the district contains only one county, two members appointed by the commissioners court of the county;

(B) if the district originally contained only one county but contains more than one county when the appointment is made, two members appointed by the commissioners court of the county in which the district was originally located, and one member appointed by the commissioners court of each other county in the district; or

(C) if the district originally contained more than one county and the district contains more than one county when the appointment is made, one member appointed by the commissioners court of each county in the district;

(2) two members appointed jointly by all the participating municipalities located in whole or part in the district;

(3) one member appointed jointly by the volunteer fire departments operating wholly or partly in the district, with the appointment process coordinated by the county fire marshal or marshals of the county or counties in the district; and

(4) one member appointed by the principal service supplier.

(d) The board member appointed by the principal service supplier is a nonvoting member. If the board is appointed under Subsection (c), the principal service supplier may waive its right to appoint the board member and designate another service supplier serving all or part of the district to make the appointment.

(e) The board member appointed under Subsection (b)(4) is appointed by the mayor's council established to administer urban development block grant funds, if one exists in the district. Otherwise, the member is appointed by the other members of the board on the advice and recommendation of the governing bodies of all the municipalities represented by the member.

(f) The initial board members appointed by municipalities under Subsection (c)(2) are appointed by all the municipalities located in whole or part in the district.

(g) Board members are appointed for staggered terms of two years, with as near as possible to one-half of the members' terms expiring each year.

(h) A board member may be removed from office at will by the entity that appointed the member.

(i) A vacancy on the board shall be filled for the remainder of the term in the manner provided for the original appointment to that position.

(j) Board members serve without compensation. The district shall pay all expenses necessarily incurred by the board in performing its functions under this subchapter.

(k) The board may appoint from among its membership a presiding officer and any other officers it considers necessary.

(l) The director or a board member may be appointed as secretary of the board. The board shall require the secretary to keep suitable records of all proceedings of each board meeting. After each meeting the presiding officer at the meeting shall read and sign the record and the secretary shall attest the record.

(m) Voting members of the board may meet in executive session in accordance with Chapter 551, Government Code.

(n) A majority of the voting members of the board constitutes a quorum.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1995, 74th Leg., ch. 76, § 5.95(82), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 638, § 15, eff. Sept. 1, 1995.

§ 772.307. Powers and Duties of Board

(a) The board shall control and manage the district.

(b) The board may adopt rules for the operation of the district.

(c) The board may contract with any public or private entity to carry out the purposes of this subchapter, including the operation of a 9–1–1 system.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.308. Director of District

(a) The board shall appoint a director of communication for the district and shall establish the director's compensation. The director must be qualified by training and experience for the position.

(b) The board may remove the director at any time.

(c) With the board's approval, the director may employ any experts, employees, or consultants that the director considers necessary to carry out the purposes of this subchapter.

(d) The director shall perform all duties that the board requires and shall supervise as general manager the operations of the district subject to any limitations prescribed by the board.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.309. Budget; Annual Report; Audit

(a) The director shall prepare under the direction of the board an annual budget for the district. To be effective, the budget must:

(1) be approved by the board;

(2) be presented to and approved by the commissioners court of each county in the district;

(3) be presented to and approved by the governing body of the most populous municipality in the district, if that municipality has a population of more than 140,000; and

(4) be presented to the governing body of each other participating jurisdiction and approved by a majority of those jurisdictions.

(b) The board shall submit a draft of the proposed budget to the governing bodies of the participating jurisdictions not later than the 45th day before the date the board adopts the budget. The participating jurisdictions shall review the proposed budget and submit any comments regarding the budget to the board.

(c) If the governing body of a county, municipality, or other participating jurisdiction does not approve or disapprove the budget before the 61st day after the date the body received the proposed budget for review, the budget is approved by operation of law.

(d) A revision of the budget must be approved in the same manner as the budget.

(e) As soon as practicable after the end of each district fiscal year, the director shall prepare and present to the board and to each participating jurisdiction in writing a sworn statement of all money received by the district and how the money was used during the preceding fiscal year. The report must show in detail the operations of the district for the fiscal year covered by the report.

(f) The board shall have an independent financial audit of the district performed annually.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1999, 76th Leg., ch. 1406, § 2, eff. Aug. 30, 1999.

§ 772.310. Establishment of 9–1–1 Service

(a) A district shall provide 9–1–1 service to each participating jurisdiction through one or a combination of the following methods and features:

- (1) the transfer method;
- (2) the relay method;
- (3) the dispatch method;
- (4) automatic number identification;
- (5) automatic location identification;
- (6) selective routing; or
- (7) any equivalent method.

(b) A district shall provide 9–1–1 service using one or both of the following plans:

(1) the district may design, implement, and operate a 9–1–1 system for each participating jurisdiction with the consent of the jurisdiction; or

(2) the district may design, implement, and operate a 9–1–1 system for two or more participating jurisdictions with the consent of each of those jurisdictions if a joint operation would be more economically feasible than separate systems for each jurisdiction.

(c) Under either plan authorized by Subsection (b), the final plans for the particular system must have the approval of each participating jurisdiction covered by the system.

(d) The district shall recommend minimum standards for a 9–1–1 system.

(e) A service supplier involved in providing 9–1–1 service, a manufacturer of equipment used in providing 9–1–1 service, or an officer or employee of a service supplier involved in providing 9–1–1 service is not liable for any claim, damage, or loss arising from the provision of 9–1–1 service unless the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1995, 74th Leg., ch. 638, § 16, eff. Sept. 1, 1995.

§ 772.311. Primary Emergency Telephone Number

The digits 9–1–1 are the primary emergency telephone number in a district. A public safety agency whose services are available through a 9–1–1 system may maintain a separate number or numbers for emergencies and shall maintain a separate number or numbers for nonemergency telephone calls.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.312. Transmitting Requests For Emergency Aid

(a) A 9–1–1 system established under this subchapter must be capable of transmitting requests for fire-fighting, law enforcement, ambulance, and medical services to a public safety agency or agencies that provide the requested service at the place from which the call originates. A 9–1–1 system may also provide for transmitting requests for other emergency services such as poison control, suicide prevention, and civil defense.

(b) A public safety answering point may transmit emergency response requests to private safety entities.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.313. Powers of District

(a) The district is a body corporate and politic, exercising public and essential governmental functions and having all the powers necessary or convenient to carry out the purposes and provisions of this subchapter, including the capacity to sue or be sued.

(b) To fund the district, the district may apply for, accept, and receive federal, state, county, or municipal funds and private funds and may spend those funds for the purposes of this subchapter. The board shall determine the method and sources of funding for the district.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.314. 9–1–1 Emergency Service Fee

(a) The board may impose a 9–1–1 emergency service fee on service users in the district.

(b) The fee may be imposed only on the base rate charge or its equivalent, excluding charges for coin-operated telephone equipment. The fee may not be imposed on more than 100 local exchange access lines or their equivalent for a single business entity at a single location, unless the lines are used by residents of the location. The fee may also not be imposed on any line that the Advisory Commission on State Emergency Communications excluded from the definition of a local exchange access line or an equivalent local exchange access line pursuant to Section 771.063. If a business service user provides residential facilities, each line that terminates at a residential unit and that is a communication link equivalent to a residential local exchange access line shall be charged the 9–1–1 emergency service fee. The fee must have uniform application and must be imposed in each participating jurisdiction.

(c) The rate of the fee may not exceed six% of the monthly base rate in a service year charged a service user by the principal service supplier in the participating jurisdiction. For purposes of this subsection, the jurisdiction of the county is the unincorporated area of the county.

(d) The board shall set the amount of the fee each year as part of the annual budget. The board shall notify each service supplier of a change in the amount of the fee not later than the 91st day before the date the change takes effect.

(e) In imposing the fee, the board shall attempt to match the district's revenues to its operating expenditures and to provide reasonable reserves for contingencies and for the purchase and installation of 9–1–1 emergency service equipment. If the revenue generated by the fee exceeds the amount of money needed to fund the district, the board by resolution shall reduce the rate of the fee to an amount adequate to fund the district or suspend the imposition of the fee. If the board suspends the imposition of the fee, the board by resolution may reinstitute the fee if money generated by the district is not adequate to fund the district.

(f) In a public agency whose governing body at a later date votes to receive 9–1–1 service from the district, the fee is imposed beginning on the date specified by the board. The board may charge the incoming agency an additional amount of money to cover the initial cost of providing 9–1–1 service to that agency. The fee authorized to be charged in a district applies to new territory added to the district when the territory becomes part of the district.

(g) For the purposes of this section, the jurisdiction of the county is the unincorporated area of the county.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1993, 73rd Leg., ch. 936, § 14, eff. Aug. 30, 1993; Acts 1999, 76th Leg., ch. 1203, § 5, eff. June 18, 1999.

§ 772.315. Collection of Fee

(a) Each billed service user is liable for the fee imposed under Section 772.314 until the fee is paid to the service supplier. The fee must be added to and stated separately in the service user's bill from the service supplier. The service supplier shall collect the fee at the same time as the service charge to the service user in accordance with the regular billing practice of the service supplier. A business service user that provides residential facilities and owns or leases a publicly or privately owned telephone switch used to provide telephone service to facility residents shall collect the 9–1–1 emergency service fee and transmit the fees monthly to the district.

(b) The amount collected by a service supplier from the fee is due monthly. The service supplier shall remit the amount collected in a calendar month to the district not later than the 60th day after the last day of the calendar month. With each payment the service supplier shall file a return in a form prescribed by the board.

(c) Both a service supplier and a business service user under Subsection (a) shall maintain records of the amount of fees it collects for at least two years after the date of collection. The board may require at the board's expense an annual audit of a service supplier's books and records or the books and records of a business service user described by Subsection (a) with respect to the collection and remittance of the fees.

(d) A business service user that does not collect and remit the 9–1–1 emergency service fee as required is subject to a civil cause of action under Subsection (g). A sworn affidavit by the district specifying the unremitted fees is prima facie evidence that the fees were not remitted and of the amount of the unremitted fees.

(e) A service supplier is entitled to retain an administrative fee from the amount of fees it collects. The amount of the administrative fee is two% of the amount of fees it collects under this section.

(f) A service supplier is not required to take any legal action to enforce the collection of the 9–1–1 emergency service fee. However, the service supplier shall provide the district with an annual certificate of delinquency that includes the amount of all delinquent fees and the name and address of each nonpaying service user. The certificate of delinquency is prima facie evidence that a fee included in the certificate is delinquent. A service user account is considered delinquent if the fee is not paid to the service supplier before the 31st day after the payment due date stated on the user's bill from the service supplier.

(g) The district may institute legal proceedings to collect fees not paid and may establish internal collection procedures and recover the cost of collection from the nonpaying service user. If the district prevails in legal proceedings instituted to collect a fee, the court may award the district court costs, attorney's fees, and interest in addition to other amounts recovered. A delinquent fee accrues interest at an annual rate of 12% beginning on the date the payment becomes due.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1993, 73rd Leg., ch. 936, § 15, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 638, § 17, eff. Sept. 1, 1995.

§ 772.316. District Depository

(a) The board shall select a depository for the district in the manner provided by law for the selection of a county depository.

(b) A depository selected by the board is the district's depository for two years after the date of its selection and until a successor depository is selected and qualified.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.317. Allowable Expenses

Allowable operating expenses of a district include all costs attributable to designing a 9–1–1 system and to all equipment and personnel necessary to establish and operate a public safety answering point and other related answering points that the board considers necessary.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.318. Number and Location Identification

(a) As part of computerized 9–1–1 service, a service supplier shall furnish current telephone numbers of subscribers and the addresses associated with the numbers on a call-by-call basis.

(b) A business service user that provides residential facilities and owns or leases a publicly or privately owned telephone switch used to provide telephone service to facility residents shall provide to those residential end users the same level of 9–1–1 service that a service supplier is required to provide under Subsection (a) to other residential end users in the district.

(c) Information furnished under this section is confidential and is not available for public inspection.

(d) A service supplier or business service user under Subsection (b) is not liable to a person who uses a 9–1–1 system created under this subchapter for the release to the district of the information specified in Subsections (a) and (b).

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amended by Acts 1993, 73rd Leg., ch. 936, § 16, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 638, § 18, eff. Sept. 1, 1995.

§ 772.319. Public Review

(a) Periodically, the board shall solicit public comments and hold a public review hearing on the continuation of the district and the 9–1–1 emergency service fee. The first hearing shall be held three years after the date the order certifying the creation of the district is filed with the county clerks. Subsequent hearings shall be held three years after the date each order required by Subsection (d) is adopted.

(b) The board shall publish notice of the time and place of the hearing once a week for two consecutive weeks in a daily newspaper of general circulation published in the district. The first notice must be published not later than the 16th day before the date set for the hearing.

(c) At the hearing, the board shall also solicit comments on the participation of the district in the applicable regional plan for 9–1–1 service under Chapter 771. After the hearing, the board may choose to participate in the regional plan as provided by that chapter.

(d) After the hearing, the board shall adopt an order on the continuation or dissolution of the district and the 9–1–1 emergency service fee.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.320. Dissolution Procedures

(a) If a district is dissolved, 9–1–1 service must be discontinued on the date of the dissolution. The commissioners court of the county in which the district was located or, if the district contains more than one county, the commissioners courts of those counties acting jointly, shall assume the assets of the district and pay the district's debts. If the district's assets are insufficient to retire all existing debts of the district on the date of dissolution, the commissioners court or courts acting jointly shall continue to impose the 9–1–1 service fee, and each service supplier shall continue to collect the fee for the commissioners court or courts. Proceeds from the imposition of the fee after dissolution of the district may be used only to retire the outstanding debts of the district.

(b) The commissioners court or courts shall retire the district's debts to the extent practicable according to the terms of the instruments creating the debts and the terms of the orders and resolutions authorizing creation of the debts.

(c) The commissioners court or courts by order may adopt the rules necessary to administer this section.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.321. Issuance of Bonds

The board may issue and sell bonds in the name of the district to finance:

(1) the acquisition by any method of facilities, equipment, or supplies necessary for the district to begin providing 9–1–1 service to all participating jurisdictions; and

(2) the installation of equipment necessary for the district to begin providing 9–1–1 service to all participating jurisdictions.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.322. Repayment of Bonds

The board may provide for the payment of the principal of and interest on the bonds by pledging all or any part of the district's revenues from the 9–1–1 emergency service fee or from other sources.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.323. Additional Security for Bonds

(a) The bonds may be additionally secured by a deed of trust or mortgage lien on part or all of the physical properties of the district and the rights appurtenant to those properties, vesting in the trustee power to sell the properties for payment of the indebtedness, power to operate the properties, and all other powers necessary for the further security of the bonds.

(b) The trust indenture, regardless of the existence of the deed of trust or mortgage lien on the properties, may include provisions prescribed by the board for the security of the bonds and the preservation of the trust estate and may make provisions for investment of funds of the district.

(c) A purchaser under a sale under the deed of trust or mortgage lien is the absolute owner of the properties and rights purchased and may maintain and operate them.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.324. Form of Bonds

(a) A district may issue its bonds in various series or issues.

(b) Bonds may mature serially or otherwise not more than 25 years after their date of issue and shall bear interest at any rate permitted by state law.

(c) A district's bonds and interest coupons, if any, are investment securities under the terms of Chapter 8, Business & Commerce Code, may be issued registrable as to principal or as to both principal and interest, and may be made redeemable before maturity, at the option of the district, or contain a mandatory redemption provision.

(d) A district may issue its bonds in the form, denominations, and manner and under the terms, and the bonds shall be signed and executed, as provided by the board in the resolution or order authorizing their issuance.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.325. Provisions of Bonds

(a) In the orders or resolutions authorizing the issuance of bonds, including refunding bonds, the board may provide for the flow of funds and the establishment and maintenance of the interest and sinking fund, the reserve fund, and other funds and may make additional covenants with respect to the bonds, the pledge revenues, and the operation and maintenance of any facilities the revenue of which is pledged.

(b) The orders or resolutions of the board authorizing the issuance of bonds may also prohibit the further issuance of bonds or other obligations payable from the pledged revenue or may reserve the right to issue additional bonds to be secured by a pledge of and payable from the revenue on a parity with or subordinate to the lien and pledge in support of the bonds being issued.

(c) The orders or resolutions of the board issuing bonds may contain other provisions and covenants as the board may determine.

(d) The board may adopt and have executed any other proceedings or instruments necessary and convenient in the issuance of bonds.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.326. Approval and Registration of Bonds

(a) Bonds issued by a district must be submitted to the attorney general for examination.

(b) If the attorney general finds that the bonds have been authorized in accordance with law, the attorney general shall approve them. On approval by the attorney general, the comptroller shall register the bonds.

(c) After the approval and registration of bonds, the bonds are incontestable in any court or other forum for any reason and are valid and binding obligations according to their terms for all purposes.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.327. Refunding Bonds

(a) A district may issue bonds to refund all or any part of its outstanding bonds, including matured but unpaid interest coupons.

(b) Refunding bonds shall mature serially or otherwise not more than 25 years after their date of issue and shall bear interest at any rate or rates permitted by state law.

(c) Refunding bonds may be payable from the same source as the bonds being refunded or from other sources.

(d) The refunding bonds must be approved by the attorney general as provided by Section 772.326 and shall be registered by the comptroller on the surrender and cancellation of the bonds refunded.

(e) The orders or resolutions authorizing the issuance of the refunding bonds may provide that they be sold and the proceeds deposited in the place or places at which the bonds being refunded are payable, in which case the refunding bonds may be issued before the cancellation of the bonds being refunded. If refunding bonds are issued before cancellation of the other bonds, an amount sufficient to pay the principal of the bonds being refunded and interest on those bonds accruing to their maturity dates or to their option dates if the bonds have been duly called for payment before maturity according to their terms shall be deposited in the place or places at which the bonds being refunded are payable. The comptroller shall register the refunding bonds without the surrender and cancellation of bonds being refunded.

(f) A refunding may be accomplished in one or in several installment deliveries. Refunding bonds and their interest coupons are investment securities under Chapter 8, Business & Commerce Code.

(g) In lieu of the method set forth in Subsections (a)–(f), a district may refund bonds, notes, or other obligations as provided by the general laws of this state.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.328. Bonds as Investments and Security for Deposits

(a) District bonds are legal and authorized investments for:

(1) a bank;

(2) a savings bank;

(3) a trust company;

(4) a savings and loan association;

(5) an insurance company;

(6) a fiduciary;

(7) a trustee;

(8) a guardian; and

(9) a sinking fund of a municipality, county, school district, and other political subdivision of the state and other public funds of the state and its agencies, including the permanent school fund.

(b) District bonds are eligible to secure deposits of public funds of the state and municipalities, counties, school districts, and other political subdivisions of the state. The bonds are lawful and sufficient security for deposits to the extent of their value when accompanied by all unmatured coupons.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

§ 772.329. Tax Status of Bonds

Because a district created under this subchapter is a public entity performing an essential public function, bonds issued by the district, any transaction relating to the bonds, and profits made in the sale of the bonds are exempt from taxation by the state or by any municipality, county, special district, or other political subdivision of the state.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 16-20**

**A RESOLUTION AUTHORIZING CONTINUED
PARTICIPATION WITH THE ATMOS CITIES
STEERING COMMITTEE; AND AUTHORIZING
THE PAYMENT OF TWO AND ONE-HALF CENTS
PER CAPITA TO THE ATMOS CITIES STEERING
COMMITTEE TO FUND REGULATORY AND
RELATED ACTIVITIES RELATED TO ATMOS
ENERGY CORPORATION**

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

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

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

WHEREAS, the Town is a member of ACSC; and

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

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

I.

That the Town is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the Town of Northlake and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the Town limits.

II.

The Town is further authorized to pay its 2016 assessment to the ACSC in the amount of two and one-half cents (\$0.025) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

David Barber
Atmos Cities Steering Committee
c/o Arlington City Attorney’s Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the 28th day of July, 2016, by a vote of _____ ayes
and _____ nays at a regular meeting of the Town Council of the Town of Northlake,
Texas.

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

Ashley Dierker, Town Attorney

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 168 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City's membership in ACSC.
- II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents (\$0.025) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

City of Arlington, c/o Atmos Cities Steering Committee
Attn: David Barber, Asst City Attorney
101 S. Mesquite, 3rd Floor
Arlington, TX 76010

Invoice

Date	Invoice #
6/15/2016	16-168

Bill To
Town of Northlake

Item	Rate	Population	Amount
2016 Assesment	0.025	2,300	57.50
Total			\$57.50

Please make check payable to: Atmos Cities Steering Committee. Mail to ACSC, c/o David Barber, Asst City Attorney, 101 S. Mesquite, 3rd Floor, Arlington, TX 76010

ACSC Cities (168 Total)

Abilene	Fairview	Oak Leaf
Addison	Farmers Branch	Ovilla
Allen	Farmersville	Palestine
Alvarado	Fate	Pantego
Angus	Flower Mound	Paris
Anna	Forest Hill	Parker
Argyle	Fort Worth	Pecan Hill
Arlington	Frisco	Petrolia
Aubrey	Frost	Plano
Azle	Gainesville	Ponder
Bedford	Garland	Pottsboro
Bellmead	Garrett	Prosper
Benbrook	Grand Prairie	Quitman
Beverly Hills	Grapevine	Red Oak
Blossom	Groesbeck	Reno (Parker County)
Blue Ridge	Haltom City	Rhome
Bowie	Harker Heights	Richardson
Boyd	Haskell	Richland
Bridgeport	Haslet	Richland Hills
Brownwood	Hewitt	River Oaks
Buffalo	Highland Park	Roanoke
Burkburnett	Highland Village	Robinson
Burleson	Honey Grove	Rockwall
Caddo Mills	Hurst	Roscoe
Canton	Hutto	Rowlett
Carrollton	Iowa Park	Royse City
Cedar Hill	Irving	Sachse
Celeste	Justin	Saginaw
Celina	Kaufman	Sansom Park
Centerville	Keene	Seagoville
Cisco	Keller	Sherman
Clarksville	Kemp	Snyder
Cleburne	Kennedale	Southlake
Clyde	Kerens	Springtown
College Station	Kerrville	Stamford
Colleyville	Killeen	Stephenville
Colorado City	Krum	Sulphur Springs
Comanche	Lakeside	Sweetwater
Commerce	Lake Worth	Temple
Coolidge	Lancaster	Terrell
Coppell	Lewisville	The Colony
Copperas Cove	Lincoln Park	Trophy Club
Corinth	Little Elm	Tyler
Corral City	Lorena	University Park
Crandall	Madisonville	Venus
Crowley	Malakoff	Vernon
Dalworthington Gardens	Mansfield	Waco
Denison	McKinney	Watauga
DeSoto	Melissa	Waxahachie
Duncanville	Mesquite	Westlake
Eastland	Midlothian	Westover Hills
Edgecliff Village	Murphy	Whitesboro
Emory	Newark	White Settlement
Ennis	Nocona	Wichita Falls
Eules	North Richland Hills	Woodway
Everman	Northlake	Wylie



RESOLUTION NO. 16-21

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTH LAKE, TEXAS,
DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE TOWN TO BE SURPLUS
PROPERTY AND AUTHORIZING THE TOWN ADMINISTRATOR TO DISPOSE OF SUCH
PROPERTY**

WHEREAS, The Town Council of the Town of Northlake, Texas, has determined that certain personal property owned by the Town in the form of certain equipment is no longer needed; has been replaced by other equipment; and is no longer necessary for the Town's current or foreseeable needs; and

WHEREAS, such surplus property, while no longer being of value or benefit to the Town, may be of benefit or value to some other person or entity; and

WHEREAS, the Texas Government Code authorizes the Town to dispose of surplus proper.

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

SECTION 1. The Town Council hereby finds and determines that the property identified on the attached Exhibit "A", which is hereby incorporated and made part of this Resolution as if set forth fully at length is no longer necessary for the operations of the Town of Northlake and is hereby declared to be surplus property in accordance with the Texas Government Code.

SECTION 2. The Town Administrator is hereby directed to take all reasonable steps to dispose of such items of surplus property and the proceeds there from shall be deposited to the General Fund or appropriate fund.

PASSED AND APPROVED THIS THE 28TH DAY OF JULY, 2016

TOWN OF NORTH LAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit 'A'
Town of Northlake
Surplus Inventory

2006	Pace Trailer	Vin # 47ZFB10186X047607
2010	BRAG Trailer	Vin # TR21132

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND
CITY/ TOWN OF NORTHLAKE**

THIS AGREEMENT is made and entered into this _____
day of _____ 2016, by and between **DENTON COUNTY**, a political
subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the
City/Town of NORTHLAKE, Denton County, Texas, also a political
subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to
the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation
Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY**
for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and
COUNTY has the authority to so act;

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in
consideration of the mutual promises, covenants, and agreements herein contained, do
agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement **MUNICIPALITY** agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2016, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent property accounts in the month of February notifying that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2017. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the 2016 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2016 tax rate by September 29, 2016. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2016 may cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2016, it may will cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed **\$0.72** per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed \$0.72 per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st, deduct from current collections of the **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of:

\$ 0.72 x the total number of parcels listed on MUNICIPALITY's September 30, 2016 end of year Tax Roll for tax year 2015.

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

MUNICIPALITY:

The City/Town of Northlake
Address: 1400 FM 407
City, State, Zip: Northlake Texas 76247
Telephone: 940-648-3290 Email: dcorn@town.northlake.tx.us

XII.

MUNICIPALITY hereby designates Drew Corn to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this, _____ day of _____ 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

MUNICIPALITY

Town/City: Northlake
Address: 1400 FM 407
City, State, Zip: Northlake Texas 76247

BY: _____
Name: _____
Title: _____

SIGN HERE

ATTEST:

BY: _____
Name Shirley Rogers
Title Town Secretary

SIGN HERE

APPROVED AS TO FORM:

Denton County Assistant
District Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

Northlake PID No. 1 (Harvest) PUBLIC IMPROVEMENT DISTRICT

THIS AGREEMENT is made and entered into this 28th day of July, 2016, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Northlake PID No. 1 (Harvest), Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created Northlake PID No. 1 (Harvest), hereinafter referred to as "**DISTRICT**," and has ~~levied special rate based~~ assessments on properties within the boundaries of the **CITY/TOWN**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September of 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** rate based assessments for tax year 2016. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent assessment accounts in the month of February 2017 notifying that delinquent penalties will apply to all assessments which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2017. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2016 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2016 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the assessment rate levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2016, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed \$0.72 each. **The assessment rate is to be accompanied by the resolution passed by the governing body for the 2016 assessment year.** All assessments become due on receipt of the tax statement each year. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed \$0.72.

5. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental corrected rate based assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected rate based assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed \$0.72 per corrected statement. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment rate is to be accompanied by the resolution passed by the governing body for the 2016 assessment year.**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2017, deduct from current collections of **DISTRICT** the "Total Cost" of providing all services described in paragraphs 1-7 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-7 above shall be the total of:

\$ 0.72 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2016 **end of year assessment roll for assessment year 2015**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts.

CITY/TOWN shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

CITY/TOWN further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

IX.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

CITY/TOWN: Northlake PID No. 1 (Harvest)

Address: 1400 FM 407

City, State, Zip: Northlake Texas 76247

Telephone: 940-648-3290 Email: dcorn@town.northlake.tx.us

XIII.

CITY/TOWN hereby designates Drew Corn to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this 28th day of July 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

CITY/TOWN

Northlake PID No. 1 (Harvest)

Address: 1400 FM 407

City, State, Zip: Northlake Texas 76247

BY: _____
Name: _____
Title: _____

SIGN HERE

ATTEST:

BY: _____
Name _____
Title _____

SIGN HERE

APPROVED AS TO FORM:

Denton County Assistant District Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND
Northlake No. 2 (The Highlands) PUBLIC IMPROVEMENT DISTRICT**

THIS AGREEMENT is made and entered into this 28th day of July, 2016, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and Northlake PID No. 2 (The Highlands), Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created Northlake No. 2 (The Highlands), hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2016. The term of this Agreement shall be for a period of one year, from October 1, 2016, to and through September 30, 2017. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2016 or the first Monday of September 2016 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2016. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2017. **COUNTY** agrees to mail a reminder notice to delinquent assessment accounts in the month of February 2017 notifying that delinquent penalties will apply to all assessments which are not paid by January 31, 2017. The reminder notices will be mailed between February 5, 2017 and February 28, 2017.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2017. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2016 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2016 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 10, 2016, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed \$0.72 each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2016 assessment year.**

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2017. The fee for this service will be a rate not to exceed \$0.72.

5. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed \$0.72 per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assesement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2017 deduct from current collections of **DISTRICT** the "Total Cost" of providing all services described in paragraphs 1-7 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. The "Total Cost" of providing all services described in paragraphs 1-7 above shall be the total of:

\$ 0.72 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2016 end of year assessment roll for assessment year 2015. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts.

CITY/TOWN shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

CITY/TOWN further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

IX.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2017. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

CITY/TOWN: Northlake PID No. 2 (The Highlands)
Address: 1400 FM 407
City, State, Zip: Northlake Texas
Telephone: 76247 **Email:** dcorn@town.northlake.tx.us

XIII.

CITY/TOWN hereby designates Drew Corn to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in duplicate originals this 28th day of July 2016.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

CITY/TOWN

Northlake PID No. 2 (The Highlands)

Address: 1400 FM 407

City, State, Zip: Northlake Texas 76247

BY: _____
Name: _____
Title: _____

SIGN HERE

ATTEST:

BY: _____
Name _____
Title _____

SIGN HERE

APPROVED AS TO FORM:

Denton County Assistant District Attorney

TOWN OF NORTHLAKE

6. Regular Items

- M. Preliminary Plat of Harvest Meadows Phase 3, a proposed development consisting of 311 single-family residential lots and 11 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on an 80.977-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the west side of Cleveland-Gibbs Road approximately 150 feet north of 6th Street. Belmont 407, LLC is the owner-applicant-developer. Jones & Carter, Inc. is the engineer/surveyor. Case # PP-16-004
- N. Consider approval of an resolution appointing one member to the Board of Managers of the Denco Area 9-1-1 District
- O. Consider approval to vote to adopt a proposed tax increase, vote to schedule tax rate public hearings for the Fiscal Year 2016-2017 tax rate (if necessary) and set the date of the adoption of the tax rate on the agenda of September 8, 2016 Council Meeting
- P. Consider approval setting public hearing dates for the Proposed 2016-2017 Town Budget, Northlake Economic Development Corporation and Community Development Corporation Budgets, Northlake Public Improvement District No. 1 (Harvest), and Northlake Public Improvement District No. 2 (The Highlands)
- Q. Consider an ordinance amending Article 11, Signs, of the Unified Development Code of the Town of Northlake by amending the maximum height and area requirements for pole signs and minimum setback requirements for various pole signs in Section 11.18, Definitions and Requirements. Case # UDC-16-001
 - i. Public Hearing
 - ii. Ordinance No. 16-0728
- R. Consider approval of an ordinance of the Town of Northlake amending Chapter 5 “Business Regulations” to add Article 5.10, “Solicitors, Canvassers, and Handbill Distribution”
- S. Consider approval of an ordinance amending Chapter 11, “Traffic and Vehicles,” Article 11.02, “Traffic Control Devices,” of the code of Ordinances, Town of Northlake, Texas; providing for the installation of traffic control devices in certain situations
- T. Consider adoption of a Resolution directing publication of notice of intention to issue certificates of obligation

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: July 28, 2016
Re: Preliminary Plat for Harvest Meadows Phase 3 (PP-16-004)

Purpose: To consider approval of a Preliminary Plat for Harvest Meadows Phase 3, an 80.977-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the west side of Cleveland-Gibbs Road approximately 150 feet north of 6th Street.

Owner/Applicant/Developer: Belmont 407, LLC

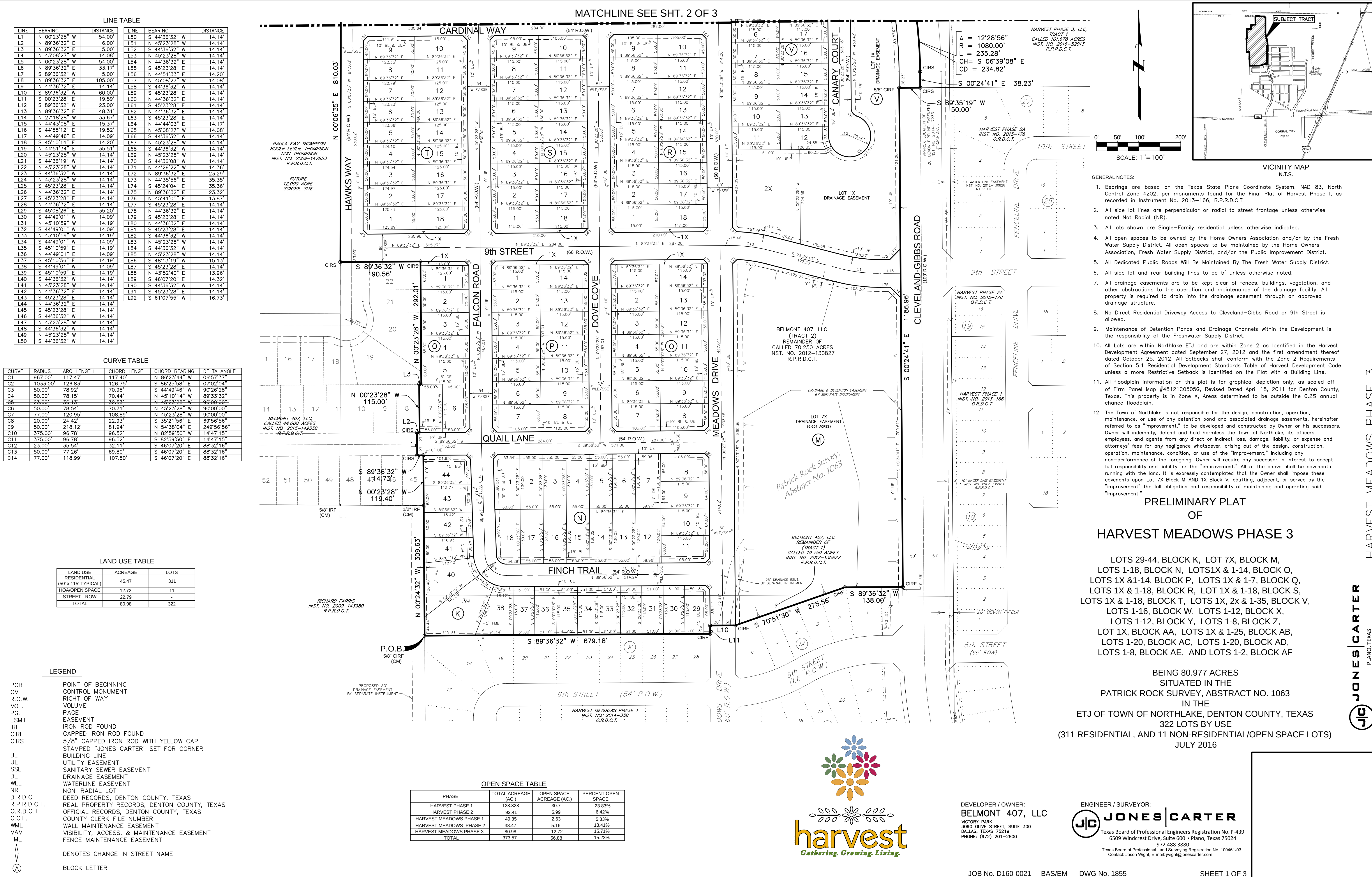
Engineer/Surveyor: Jones & Carter, Inc.

Background: The location of this preliminary plat was incorporated into the Harvest development with the acquisition of the Thompson and McGee tracts by the developer and the subsequent approval by Town Council of the First Amendment to the Third Amended and Restated Development Agreement which made it subject to the same standards, including the Harvest Development Code, as the remainder of the Harvest development. This part of Harvest is referred to as Harvest Meadows. Preliminary plats for Phases 1 & 2 of Harvest Meadows were approved on March 27, 2014 and May 14, 2015 respectively. Much of the area included in this preliminary plat was also included in the Harvest Meadows Phase 3 & 4 preliminary plat approved on October 22, 2015. This preliminary plat replaces the previously approved Phase 3 & 4 preliminary plat, providing a revised layout and phasing plan.

Staff Analysis: The applicant has provided a preliminary plat application in accordance with the Town's subdivision regulations. The preliminary plat is comprised of 322 total lots with 311 single-family residential lots and 11 open space lots. A preliminary drainage plan and a preliminary water and sanitary sewer plan were also submitted with the preliminary plat for review. The Town Engineer and Public Works Director have reviewed these plans and find them acceptable for approval.

The entire area of this preliminary plat is within Zone 2 as identified in the Harvest Development Code, and this plat meets or exceeds the development standards outlined in the code with regard to density and lot dimensions.

Staff Findings: Staff finds that the preliminary plat is acceptable for approval as submitted.

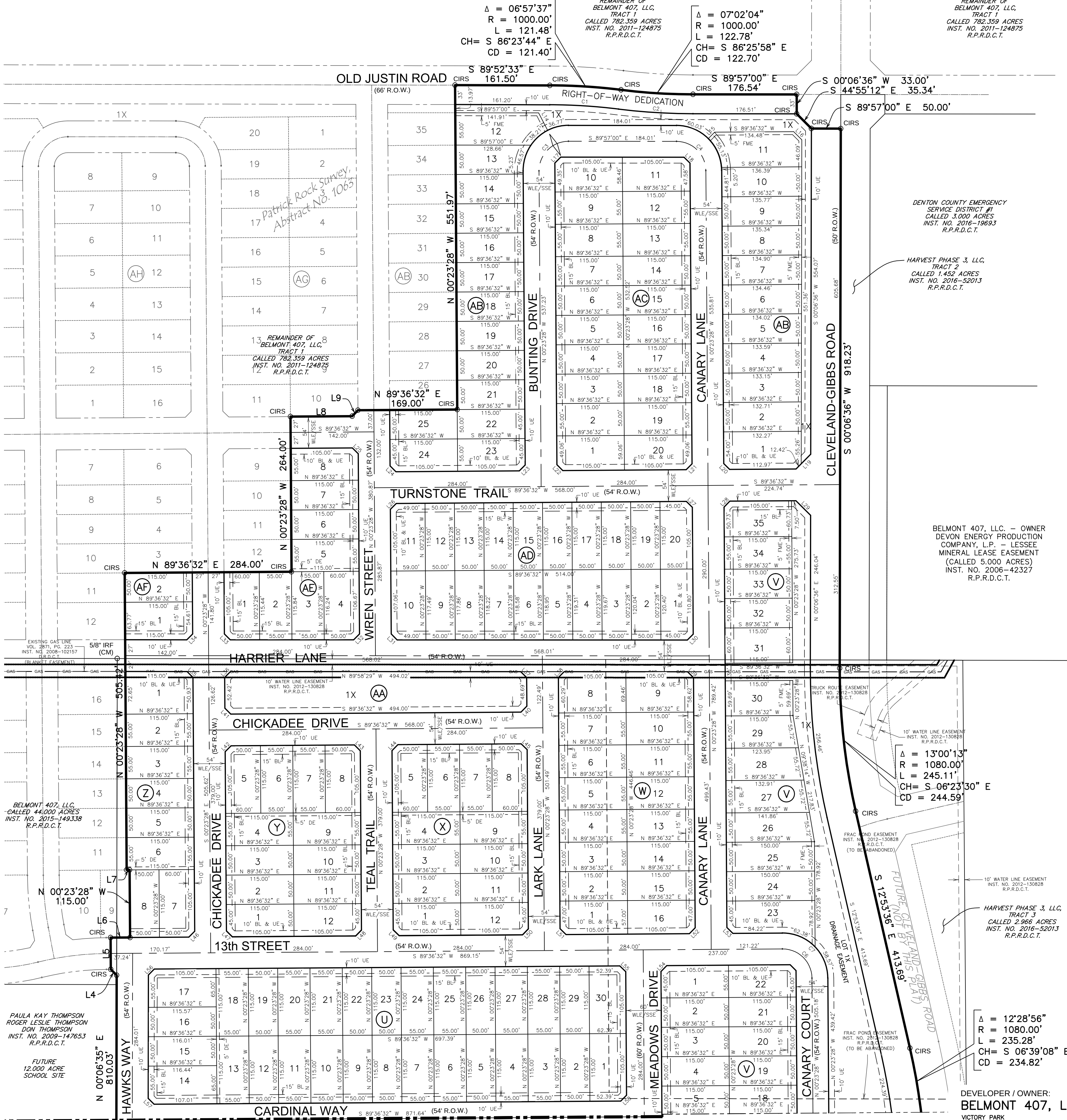


LINE TABLE							
LINE	BEARING	DISTANCE		LINE	BEARING	DISTANCE	
L1	N 00°23'28" W	54.00'		L50	S 44°36'32" W	14.14'	
L2	N 89°36'32" E	6.00'		L51	N 45°23'28" W	14.14'	
L3	N 89°36'32" E	5.00'		L52	S 44°36'32" W	14.14'	
L4	N 45°08'27" W	14.08'		L53	N 45°23'28" W	14.14'	
L5	N 00°23'28" W	54.00'		L54	N 44°36'32" E	14.14'	
L6	N 89°36'32" E	33.17'		L55	S 45°23'28" E	14.14'	
L7	S 89°36'32" W	5.00'		L56	N 44°51'33" E	14.20'	
L8	N 89°36'32" E	105.00'		L57	N 45°08'27" W	14.08'	
L9	N 44°36'32" E	14.14'		L58	S 44°36'32" W	14.14'	
L10	S 89°36'32" W	60.00'		L59	S 45°23'28" E	14.14'	
L11	S 00°23'28" E	19.59'		L60	N 44°36'32" E	14.14'	
L12	S 89°36'32" W	23.00'		L61	S 45°23'28" E	14.14'	
L13	N 89°36'32" E	48.31'		L62	N 44°36'32" E	14.14'	
L14	N 27°18'28" W	33.67'		L63	S 45°23'28" E	14.14'	
L15	N 44°43'08" E	15.37'		L64	N 44°44'03" E	14.17'	
L16	S 44°55'12" E	19.52'		L65	N 45°08'27" W	14.08'	
L17	N 44°49'45" E	14.09'		L66	S 44°36'32" W	14.14'	
L18	S 45°10'14" E	14.20'		L67	N 45°23'28" W	14.14'	
L19	N 44°51'34" E	35.51'		L68	S 44°36'32" W	14.14'	
L20	N 45°23'28" W	14.14'		L69	N 45°23'28" W	14.14'	
L21	S 44°36'19" W	14.14'		L70	S 44°36'08" W	14.14'	
L22	N 45°23'28" W	14.14'		L71	N 44°29'22" W	14.36'	
L23	S 44°36'32" W	14.14'		L72	N 89°36'32" E	23.29'	
L24	N 45°23'28" W	14.14'		L73	N 44°35'56" E	35.35'	
L25	S 45°23'28" E	14.14'		L74	S 45°24'04" E	35.36'	
L26	N 44°36'32" E	14.14'		L75	N 89°36'32" E	23.32'	
L27	S 45°23'28" E	14.14'		L76	N 45°41'05" E	13.87'	
L28	N 44°36'32" E	14.14'		L77	S 45°23'28" E	14.14'	
L29	S 45°08'26" E	35.20'		L78	N 44°36'32" E	14.14'	
L30	S 44°49'01" W	14.09'		L79	S 45°23'28" E	14.14'	
L31	N 45°10'59" W	14.19'		L80	N 44°36'32" E	14.14'	
L32	S 44°49'01" W	14.09'		L81	S 45°23'28" E	14.14'	
L33	N 45°10'59" W	14.19'		L82	S 44°36'32" W	14.14'	
L34	S 44°49'01" W	14.09'		L83	N 45°23'28" W	14.14'	
L35	S 45°10'59" E	14.19'		L84	S 44°36'32" W	14.14'	
L36	N 44°49'01" E	14.09'		L85	N 45°23'28" W	14.14'	
L37	S 45°10'58" E	14.19'		L86	S 48°13'19" W	15.13'	
L38	S 44°49'01" W	14.09'		L87	S 45°23'28" E	14.14'	
L39	S 45°10'59" E	14.19'		L88	N 43°52'40" E	13.96'	
L40	S 44°36'32" W	14.14'		L89	S 46°07'20" E	14.32'	
L41	N 45°23'28" W	14.14'		L90	S 44°36'32" W	14.14'	
L42	N 44°36'32" E	14.14'		L91	S 45°23'28" E	14.14'	
L43	S 45°23'28" E	14.14'		L92	S 61°07'55" W	16.73'	
L44	N 44°36'32" E	14.14'					
L45	S 45°23'28" E	14.14'					
L46	S 44°36'32" W	14.14'					
L47	N 45°23'28" W	14.14'					
L48	N 44°36'32" W	14.14'					
L49	N 45°23'28" W	14.14'					
L50	S 44°36'32" W	14.14'					

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	967.00'	117.47'	117.40'	N 86°23'44" W	06°57'37"
C2	1033.00'	126.83'	126.75'	S 86°25'58" E	07°02'04"
C3	50.00'	78.92'	70.98'	S 44°49'46" W	90°26'28"
C4	50.00'	78.15'	70.44'	N 45°10'14" W	89°33'32"
C5	23.60'	36.13'	32.63'	N 45°23'28" W	90°00'00"
C6	50.00'	78.54'	70.71'	N 45°23'28" W	90°00'00"
C7	77.00'	120.95'	108.89'	N 45°23'28" W	90°00'00"
C8	20.00'	24.42'	22.93'	S 35°21'56" E	69°56'56"
C9	50.00'	218.12'	81.94'	N 54°38'04" E	249°56'56"
C10	375.00'	96.78'	96.52'	N 82°59'50" W	14°47'15"
C11	375.00'	96.78'	96.52'	S 82°59'50" E	14°47'15"
C12	23.00'	35.54'	32.11'	S 46°07'20" E	88°32'16"
C13	50.00'	77.46'	69.80'	S 46°07'20" E	88°32'16"
C14	77.00'	118.99'	107.50'	S 46°07'20" E	88°32'16"

LAND USE TABLE		
LAND USE	ACREAGE	LOTS
RESIDENTIAL (50' x 115' TYPICAL)	45.47	311
HOA/OPEN SPACE	12.72	11
STREET - ROW	22.79	
TOTAL	80.98	322

LEGEND	
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD SET FOR CORNER
BL	BUILDING LINE
SSE	UTILITY EASEMENT
DE	SANITARY SEWER EASEMENT
WLE	WATERLINE EASEMENT
NR	NON-RADIAL LOT
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER
WME	WALL MAINTENANCE EASEMENT
VAM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
FME	FENCE MAINTENANCE EASEMENT
	DENOTES CHANGE IN STREET NAME
(A)	BLOCK LETTER



- GENERAL NOTES:
1. Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
 2. All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
 3. All lots shown are Single-Family residential unless otherwise indicated.
 4. All open spaces to be owned by the Home Owners Association and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
 5. All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
 6. All side lot and rear building lines to be 5' unless otherwise noted.
 7. All drainage easements are to be kept clear of fences, buildings, vegetation, and other obstructions to the operation and maintenance of the drainage facility. All property is required to drain into the drainage easement through an approved drainage structure.
 8. No Direct Residential Driveway Access to Cleveland-Gibbs Road or 9th Street is allowed.
 9. Maintenance of Detention Ponds and Drainage Channels within the Development is the responsibility of the Freshwater Supply District.
 10. All Lots are within Northlake ETJ and are within Zone 2 as identified in the Harvest Development Agreement dated September 27, 2012 and the first amendment thereof dated October 25, 2012. All Setbacks shall conform with the Zone 2 Requirements of Section 5.1 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is identified on the Plat with a Building Line.
 11. All floodplain information on this plat is for graphical depiction only, as scaled off of Firm Panel Map #48121C05056, Revised dated April 18, 2011 for Denton County, Texas. This property is in Zone X, Areas determined to be outside the 0.2% annual chance floodplain.
 12. The Town of Northlake is not responsible for the design, construction, operation, maintenance, or use of any detention pond and associated drainage easements, hereinafter referred to as "improvement," to be developed and constructed by Owner or his successors. Owner will indemnify, defend and hold harmless the Town of Northlake, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorneys' fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance, condition, or use of the "improvement," including any non-performance of the foregoing. Owner will require any successor in interest to accept full responsibility and liability for the "improvement." All of the above shall be covenants running with the land. It is expressly contemplated that the Owner shall impose these covenants upon Lot 7X Block M AND 1X Block B, abutting, adjacent, or served by the "improvement" the full obligation and responsibility of maintaining and operating said "improvement."

PRELIMINARY PLAT
OF
HARVEST MEADOWS PHASE 3

LOTS 29-44, BLOCK K, LOT 7X, BLOCK M,
LOTS 1-18, BLOCK N, LOTS 1X & 1-14, BLOCK O,
LOTS 1X & 1-14, BLOCK P, LOTS 1X & 1-7, BLOCK Q,
LOTS 1X & 1-18, BLOCK R, LOT 1X & 1-18, BLOCK S,
LOTS 1X & 1-18, BLOCK T, LOTS 1X, 2X & 1-35, BLOCK V,
LOTS 1-16, BLOCK W, LOTS 1-12, BLOCK X,
LOTS 1-12, BLOCK Y, LOTS 1-8, BLOCK Z,
LOT 1X, BLOCK AA, LOTS 1X & 1-25, BLOCK AB,
LOTS 1-20, BLOCK AC, LOTS 1-20, BLOCK AD,
LOTS 1-8, BLOCK AE, AND LOTS 1-2, BLOCK AF

BEING 80.977 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
322 LOTS BY USE
(311 RESIDENTIAL, AND 11 NON-RESIDENTIAL/OPEN SPACE LOTS)
JULY 2016

DEVELOPER / OWNER:
BELMONT 407, LLC
VICTORY PARK
3090 OLIVE STREET, SUITE 300
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
J.C. JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Jason Wight, E-mail: jwight@jonescarter.com

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Belmont 407, LLC, is the owner of a called 19.750 acre Tract 1 and a called 70.250 acre Tract 2 as described in deed to Belmont 407, LLC, as recorded in Instrument No. 2012-130827 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.) also being part of a called 782.359 acre tract as described in deed to Belmont 407, LLC, as recorded in Instrument No. 2011-124875, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with yellow cap found at the northwest corner of Harvest Meadows Phase 1, an addition to the Town of Northlake, as recorded in Instrument No. 2014-338, R.P.R.D.C.T., and being in the east line of a tract of land described in deed to Richard Farris as recorded in Instrument No. 2009-143980, R.P.R.D.C.T.;

THENCE North 00 Degrees 24 Minutes 32 Seconds West, along the common line between said Tract 1 and Tract 2, and said Farris Tract, a distance of 309.63 feet to 1/2" iron rod found for corner at the northeast corner of said Farris Tract;

THENCE departing the south line of said Tract 2, over and across said Tract 2, the following courses:

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 119.40 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 14.73 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 6.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 115.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 5.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 292.01 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 190.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the east line of a tract as described in deed to Paula Kay Thompson, Roger Leslie Thompson and Don Thompson, as recorded in Instrument No. 2009-147653, R.P.R.D.C.T.;

THENCE North 00 Degrees 06 Minutes 35 Seconds East, along the common line between said Tract 2 and Thompson tract, a distance of 810.03 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 45 Degrees 08 Minutes 27 Seconds West, a distance of 14.08 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 00 Degrees 23 Minutes 28 Seconds West, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 89 Degrees 36 Minutes 32 Seconds East, crossing said common line, a distance of 33.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE over and across said Tract 2, the following courses:

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 115.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 5.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, passing the north line of said Tract 2 over and across said 782.359 acre tract, a distance of 505.42 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE over and across said 782.359 acre tract, the following courses:

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 284.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 264.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 105.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 44 Degrees 36 Minutes 32 Seconds East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 169.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 551.97 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 52 Minutes 33 Seconds East, a distance of 161.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Southeasterly, along said tangent curve to the left having a central angle of 06 Degrees 57 Minutes 37 Seconds, a radius of 1000.00 feet, an arc distance of 121.48 feet and a chord bearing and distance of South 86 Degrees 23 Minutes 44 Seconds East, 121.40 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the right;

Southeasterly, along said reverse curve to the right having a central angle of 07 Degrees 02 Minutes 04 Seconds, a radius of 1000.00 feet, an arc distance of 122.78 feet and a chord bearing and distance of South 86 Degrees 25 Minutes 58 Seconds East, 122.70 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 57 Minutes 00 Seconds East, a distance of 176.54 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 06 Minutes 36 Seconds West, a distance of 33.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 55 Minutes 12 Seconds East, a distance of 35.34 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 57 Minutes 00 Seconds East, a distance of 50.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 06 Minutes 36 Seconds West, a distance of 918.23 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 13 Degrees 00 Minutes 13 Seconds, a radius of 1080.00 feet, an arc distance of 245.11 feet and a chord bearing and distance of South 06 Degrees 23 Minutes 30 Seconds East, 244.59 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 12 Degrees 53 Minutes 36 Seconds East, a distance of 413.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Southeasterly, along said tangent curve to the right having a central angle of 12 Degrees 28 Minutes 56 Seconds, a radius of 1080.00 feet, an arc distance of 235.28 feet and a chord bearing and distance of South 06 Degrees 39 Minutes 08 Seconds East, 234.82 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 24 Minutes 41 Seconds East, a distance of 38.23 feet the north line of Harvest Phase 2A, an addition to the Town of Northlake, as recorded in Instrument No. 2015-178, R.P.R.D.C.T.;

South 89 Degrees 35 Minutes 19 Seconds West, along the north line of said Harvest Phase 2A, a distance of 50.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the west line of Cleveland-Gibbs Road;

South 00 Degrees 24 Minutes 41 Seconds East, a distance of 1186.96 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner in the northerly line of said Harvest Meadows Phase 1;

THENCE along the north line of said Harvest Meadows Phase 1, the following courses:

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 138.00 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner;

South 70 Degrees 51 Minutes 30 Seconds West, a distance of 275.56 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 60.00 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner;

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 19.59 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 679.18 feet to the **POINT OF BEGINNING** and containing 3,527,367 square feet or 80.977 acres of land more or less.

KNOW ALL MEN BY THESE PRESENTS:;

that I, Eduardo Martinez, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

Signature: **RELEASED FOR REVIEW ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.**

Date: _____

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____th day of _____, 20____.

Notary Public in and for the State of Texas

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

That Belmont 407, LLC., by and through its duly authorized officers, does hereby accept this plat designating the herein described tract as LOTS 29-44, BLOCK K, LOT 7X, BLOCK M, LOTS 1-18, BLOCK N, LOTS1X & 1-14, BLOCK O, LOTS 1X &1-14, BLOCK P, LOTS 1X & 1-7, BLOCK Q, LOTS 1X & 1-18, BLOCK R, LOT 1X & 1-18, BLOCK S, LOTS 1X & 1-18, BLOCK T, LOTS 1X, 2x & 1-35, BLOCK V, LOTS 1-16, BLOCK W, LOTS 1-12, BLOCK X, LOTS 1-12, BLOCK Y, LOTS 1-8, BLOCK Z, LOT 1X, BLOCK AA, LOTS 1X & 1-25, BLOCK AB, LOTS 1-20, BLOCK AC, LOTS 1-20, BLOCK AD, LOTS 1-8, BLOCK AE, AND LOTS 1-2, BLOCK AF, Harvest Meadows Phase 3, an addition to Denton County, Texas and do hereby dedicate to the public use forever, the streets and easements shown thereon.

Belmont 407, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 20____. By _____ of Belmont 407, LLC,

a Texas limited liability company, on behalf of said limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, this the _____ day of _____, 20____.

Notary Public, State of Texas

My Commission expires : _____

APPROVED BY THE NORTHLAKE TOWN COUNCIL ON:

Date

Mayor, Town of Northlake

Town Secretary, Town of Northlake

REVIEWED AND APPROVED BY
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1:

Date

DISTRICT ENGINEER
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1

PRELIMINARY PLAT
OF
HARVEST MEADOWS PHASE 3

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LOTS 1-18, BLOCK N, LOTS1X & 1-14, BLOCK O,
LOTS 1X &1-14, BLOCK P, LOTS 1X & 1-7, BLOCK Q,
LOTS 1X & 1-18, BLOCK R, LOT 1X & 1-18, BLOCK S,
LOTS 1X & 1-18, BLOCK T, LOTS 1X, 2x & 1-35, BLOCK V,
LOTS 1-16, BLOCK W, LOTS 1-12, BLOCK X,
LOTS 1-12, BLOCK Y, LOTS 1-8, BLOCK Z,
LOT 1X, BLOCK AA, LOTS 1X & 1-25, BLOCK AB,
LOTS 1-20, BLOCK AC, LOTS 1-20, BLOCK AD,
LOTS 1-8, BLOCK AE, AND LOTS 1-2, BLOCK AF

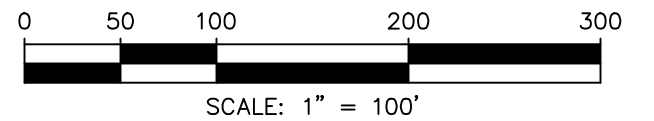
BEING 80.977 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
322 LOTS BY USE
(311 RESIDENTIAL, AND 11 NON-RESIDENTIAL/OPEN SPACE LOTS)
JULY 2016



DEVELOPER / OWNER:
BELMONT 407, LLC
VICTORY PARK
3090 OLIVE STREET, SUITE 300
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
J|C JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Jason Wright, E-mail: jwright@jonescarter.com

MATCH LINE SEE SHEET 2 OF 2



LEGEND

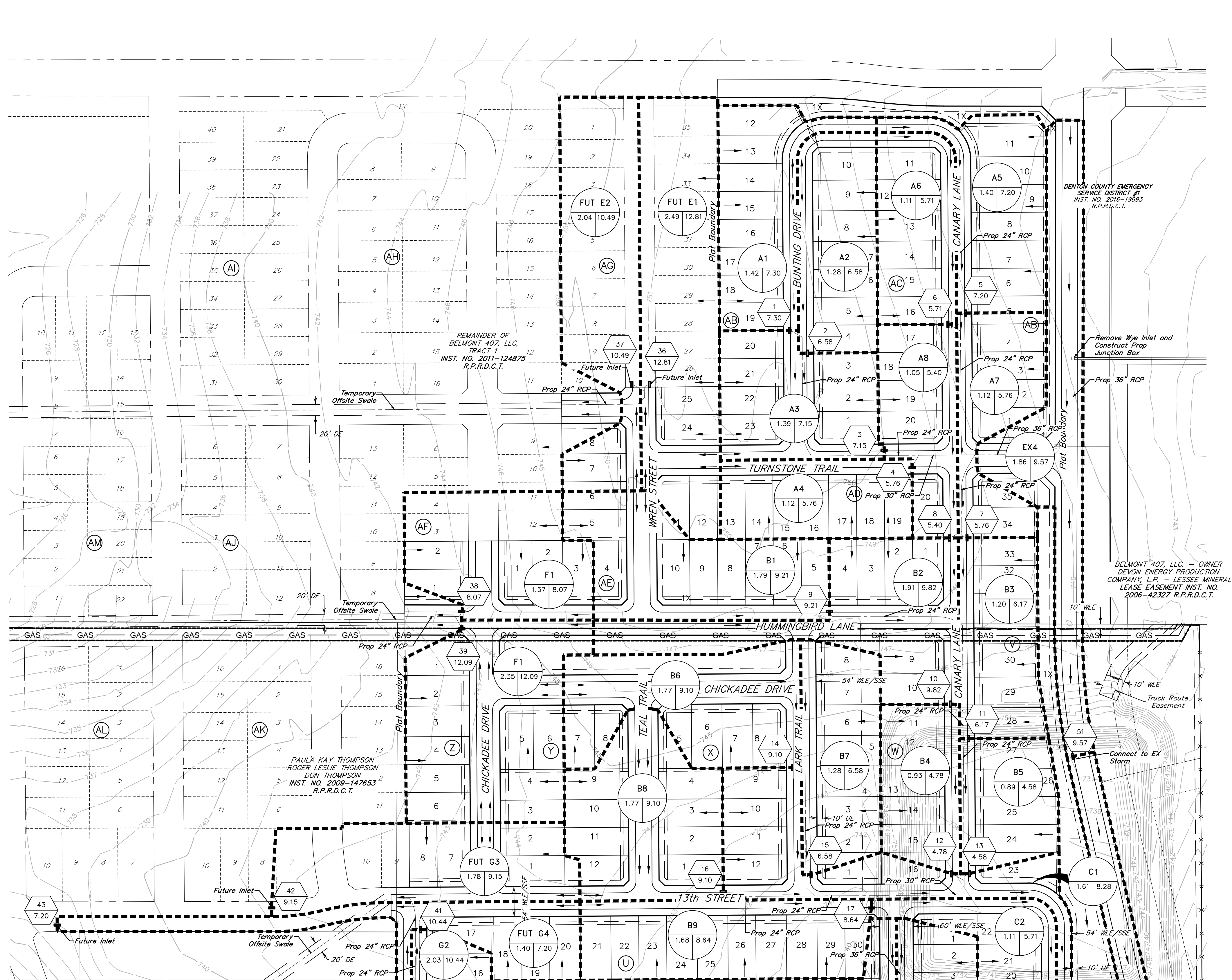
- 745 — EXISTING MAJOR CONTOUR W/ELEVATION
- 744 — EXISTING MINOR CONTOUR W/ELEVATION
- — DRAINAGE AREA
- GAS — EXISTING GAS LINE
- OHP — EXISTING OVERHEAD POWER LINE
- — EXISTING RIGHT OF WAY
- — FUTURE LOT LINE
- — PROPOSED RIGHT OF WAY
- — PROPOSED LOT LINE
- — PROPOSED BACK OF CURB
- — PROPOSED STORM CENTER LINE
- — DRAINAGE FLOW DIRECTION
- — PROP CURB INLET
- ← DRAINAGE AREA NUMBER
- ← 100 YR RUNOFF IN C.F.S.
- ← DRAINAGE AREA IN ACRES
- ← DESIGN POINT
- 100YR FLOW
- UE UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- SSE SAN SEW EASEMENT
- WLE WATER LINE EASEMENT
- FME FENCE MAINTENANCE EASEMENT

HARVEST MEADOWS PHASE 3 PRELIMINARY DRAINAGE PLAN SHEET 1 OF 2



INTERIM REVIEW
Not intended for construction,
bidding or permit purposes.
Engineer: JASON C. WIGHT, P.E.
P.E. Serial No.: 101333
Date: July 14, 2016





MATCH LINE SEE SHEET 1 OF 2

HARVEST MEADOWS PHASE 3 PRELIMINARY DRAINAGE PLAN SHEET 2 OF 2

- LEGEND**
- 745 — EXISTING MAJOR CONTOUR W/ELEVATION
 - 744 — EXISTING MINOR CONTOUR W/ELEVATION
 - DRAINAGE AREA
 - GAS — EXISTING GAS LINE
 - OHP — EXISTING OVERHEAD POWER LINE
 - EXISTING RIGHT OF WAY
 - FUTURE LOT LINE
 - PROPOSED RIGHT OF WAY
 - PROPOSED LOT LINE
 - PROPOSED BACK OF CURB
 - PROPOSED STORM CENTER LINE
 - DRAINAGE FLOW DIRECTION
 - PROP CURB INLET
 - A1 — DRAINAGE AREA NUMBER
 - 0.34 2.05 — 100 YR RUNOFF IN C.F.S.
 - DRAINAGE AREA IN ACRES
 - H — DESIGN POINT
 - 4.60 — 100YR FLOW
 - UE — UTILITY EASEMENT
 - DE — DRAINAGE EASEMENT
 - SSE — SAN SEW EASEMENT
 - WLE — WATER LINE EASEMENT
 - FME — FENCE MAINTENANCE EASEMENT

harvest
Gathering. Growing. Living.

HILLWOOD
COMMUNITIES
Live Smart

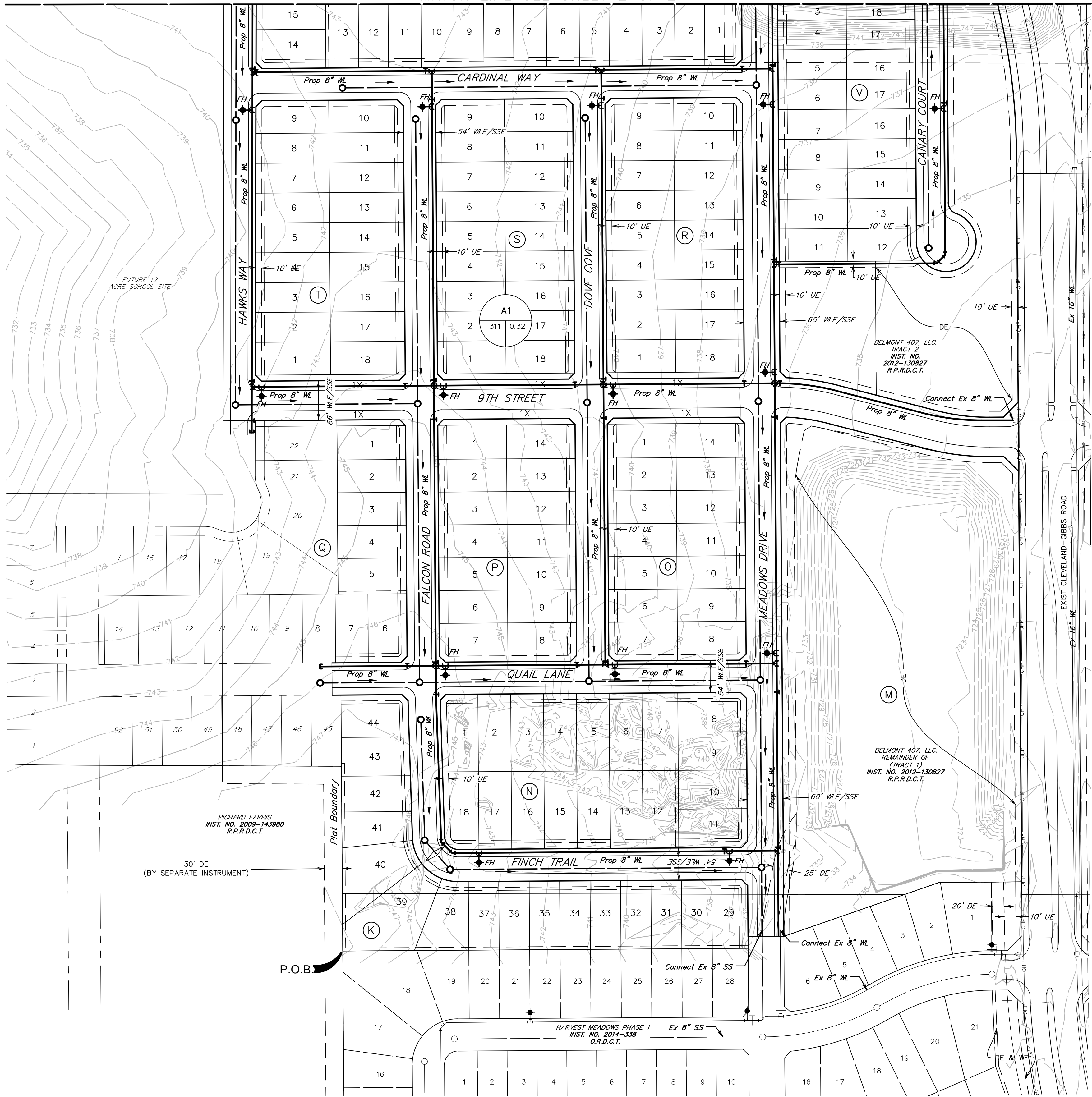
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JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3800

ON-GRADE INLET CAPACITY CALCULATION TABLE																													
Inlet		Drainage Area				Street	Cross Slope	Cross Slope																					
Design Point	Inlet No.					Area No	Area	Runoff Coeff	Time of Concen.	Long Slope	Pavement	Gutter	100 Year Depth of Flow	100 Year Spread of Flow	Equivalent Cross Slope	Street Section	Manning Coefficient for Pavement	25 Year Intensity	25 Year Runoff Flow	25 Year Carry Over Flow	25 Year Gutter Flow	100 Year Runoff Flow	100 Year Carry Over Flow	100 Year Gutter Flow	Length Required	Length Provided		Efficiency	Inlet Flow
			(ac.)	"C"	(min.)	(ft./ft.)	(ft./ft.)	"S"x"	"Yo"	"Sp"	"Se"	(type)	"n"	(in./hr)	(c.f.s.)	(c.f.s.)	(c.f.s.)	(c.f.s.)	(c.f.s.)	(c.f.s.)	(c.f.s.)	(ft.)	(ft.)	"L/Lt"	"E"	(c.f.s.)	"q" (c.f.s.)	"q" (c.f.s.)	
A	1	A1	1.42	0.65	15	0.005	0.0200	0.0200	0.27	13.25	1.00	Residential	0.013	6.41	5.92	0.00	5.92	7.30	0.00	7.30	7.09	10	1.41	1.00	7.30	0.00	0.00		
B	2	A2	1.28	0.65	15	0.005	0.0200	0.0200	0.26	12.75	1.00	Residential	0.013	6.41	5.33	0.00	5.33	6.58	0.00	6.58	6.46	10	1.55	1.00	6.58	0.00	0.00		
C	3	A3	1.39	0.65	15	0.005	0.0200	0.0200	0.26	13.15	1.00	Residential	0.013	6.41	5.79	0.00	5.79	7.15	0.00	7.15	7.02	10	1.42	1.00	7.15	0.00	0.00		
D	4	A4	1.12	0.65	15	0.005	0.0200	0.0200	0.24	12.10	1.00	Residential	0.013	6.41	4.67	0.00	4.67	5.76	0.00	5.76	5.78	10	1.73	1.00	5.76	0.00	0.00		
E	5	A5	1.40	0.65	15	0.005	0.0200	0.0200	0.26	13.15	1.00	Residential	0.013	6.41	5.83	0.00	5.83	7.20	0.00	7.20	7.07	10	1.41	1.00	7.20	0.00	0.00		
F	6	A6	1.11	0.65	15	0.005	0.0200	0.0200	0.24	12.05	1.00	Residential	0.013	6.41	4.62	0.00	4.62	5.71	0.00	5.71	5.73	10	1.74	1.00	5.71	0.00	0.00		
G	7	A7	1.12	0.65	15	0.005	0.0200	0.0200	0.24	12.10	1.00	Residential	0.013	6.41	4.67	0.00	4.67	5.76	0.00	5.76	5.78	10	1.73	1.00	5.76	0.00	0.00		
H	8	A8	1.05	0.65	15	0.005	0.0200	0.0200	0.24	11.80	1.00	Residential	0.013	6.41	4.37	0.00	4.37	5.40	0.00	5.40	5.42	10	1.84	1.00	5.40	0.00	0.00		
J	9	B1	1.79	0.65	15	0.005	0.0200	0.0200	0.29	28.00	1.00	Residential	0.013	6.41	7.46	0.00	7.46	9.21	0.00	9.21	8.75	10	1.14	1.00	9.21	0.00	0.00		
K	10	B2	1.91	0.65	15	0.005	0.0200	0.0200	0.29	28.00	1.00	Residential	0.013	6.41	7.96	0.00	7.96	9.82	0.00	9.82	9.33	10	1.07	1.00	9.82	0.00	0.00		
L	11	B3	1.20	0.65	15	0.005	0.0200	0.0200	0.25	12.45	1.00	Residential	0.013	6.41	5.00	0.00	5.00	6.17	0.00	6.17	6.13	10	1.63	1.00	6.17	0.00	0.00		
M	12	B4	0.93	0.65	15	0.005	0.0200	0.0200	0.23	11.30	1.00	Residential	0.013	6.41	3.87	0.00	3.87	4.78	0.00	4.78	4.86	10	2.06	1.00	4.78	0.00	0.00		
N	13	B5	0.89	0.65	15	0.005	0.0200	0.0200	0.22	11.10	1.00	Residential	0.013	6.41	3.71	0.00	3.71	4.58	0.00	4.58	4.70	10	2.13	1.00	4.58	0.00	0.00		
O	14	B6	1.77	0.65	15	0.005	0.0200	0.0200	0.29	28.00	1.00	Residential	0.013	6.41	7.37	0.00	7.37	9.10	0.00	9.10	8.65	10	1.16	1.00	9.10	0.00	0.00		
P	15	B7	1.28	0.65	15	0.005	0.0200	0.0200	0.26	12.75	1.00	Residential	0.013	6.41	5.33	0.00	5.33	6.58	0.00	6.58	6.46	10	1.55	1.00	6.58	0.00	0.00		
Q	16	B8	1.77	0.65	15	0.005	0.0200	0.0200	0.29	28.00	1.00	Residential	0.013	6.41	7.37	0.00	7.37	9.10	0.00	9.10	8.65	10	1.16	1.00	9.10	0.00	0.00		
R	17	B9	1.68	0.65	15	0.005	0.0200	0.0200	0.28	28.00	1.00	Residential	0.013	6.41	7.00	0.00	7.00	8.64	0.00	8.64	8.30	10	1.20	1.00	8.64	0.00	0.00		
S	18	B10	1.78	0.65	15	0.005	0.0200	0.0200	0.29	28.00	1.00	Residential	0.013	6.41	7.42	0.00	7.42	9.15	0.00	9.15	8.70	10	1.15	1.00	9.15	0.00	0.00		
T	19	B11	1.37	0.65	15	0.005	0.0200	0.0200	0.26	13.05	1.00	Residential	0.013	6.41	5.71	0.00	5.71	7.05	0.00	7.05	6.92	10	1.45	1.00	7.05	0.00	0.00		
U	20	B12	1.20	0.65	15	0.005	0.0200	0.0200	0.25	12.45	1.00	Residential	0.013	6.41	5.00	0.00	5.00	6.17	0.00	6.17	6.13	10	1.63	1.00	6.17	0.00	0.00		
V	21	B13	1.61	0.65	15	0.005	0.0200	0.0200	0.28	13.90	1.00	Residential	0.013	6.41	6.71	0.00	6.71	8.28	0.00	8.28	7.95	10	1.26	1.00	8.28	0.00	0.00		
W	22	B14	0.91	0.65	15	0.005	0.0200	0.0200	0.22	11.20	1.00	Residential	0.013	6.41	3.79	0.00	3.79	4.68	0.00	4.68	4.81	10	2.08	1.00	4.68	0.00	0.00		
X	23	B15	0.92	0.65	15	0.005	0.0200	0.0200	0.23	11.25	1.00	Residential	0.013	6.41	3.83	0.00	3.83	4.73	0.00	4.73	4.80	10	2.08	1.00	4.73	0.00	0.00		
Y	24	B16	0.90	0.65	15	0.005	0.0200	0.0200	0.22	11.15	1.00	Residential	0.013	6.41	3.75	0.00	3.75	4.63	0.00	4.63	4.75	10	2.10	1.00	4.63	0.00	0.00		
Z	25	B17	0.90	0.65	15	0.005	0.0200	0.0200	0.22	11.15	1.00	Residential	0.013	6.41	3.75	0.00	3.75	4.63	0.00	4.63	4.75	10	2.10	1.00	4.63	0.00	0.00		
AA	26	B18	1.78	0.65	15	0.005	0.0200	0.0200	0.29	28.00	1.00	Residential	0.013	6.41	7.42	0.00	7.42	9.15	0.00	9.15	8.70	10	1.15	1.00	9.15	0.00	0.00		
DD	29	C1	1.61	0.65	15	0.005	0.0200	0.0200	0.28	13.90	1.00	Residential	0.013	6.41	6.71	0.00	6.71	8.28	0.00	8.28	7.95	10	1.26	1.00	8.28	0.00	0.00		
EE	30	C2	1.11	0.65	15	0.005	0.0200	0.0200	0.24	12.05	1.00	Residential	0.013	6.41	4.62	0.00	4.62	5.71	0.00	5.71	5.73	10	1.74	1.00	5.71	0.00	0.00		
GG	32	D1	1.91	0.65	15	0.005	0.0200	0.0200	0.29	28.00	1.00	Residential	0.013	6.41	7.96	0.00	7.96	9.82	0.00	9.82	9.33	10	1.07	1.00	9.82	0.00	0.00		
HH	33	D2	2.04	0.65	15	0.005	0.0200	0.0200	0.30	28.00	1.00	Residential	0.013	6.41	8.50	0.00	8.50	10.49	0.00	10.49	9.86	10	1.01	1.00	10.49	0.00	0.00		
NN	38	F1	1.57	0.65	15	0.005	0.0200	0.0200	0.28	13.75	1.00	Residential	0.013	6.41	6.54	0.00	6.54	8.07	0.00	8.07	7.76	10	1.29	1.00	8.07	0.00	0.00		
OO	39	F2	2.35	0.65	15	0.005	0.0200	0.0200	0.31	28.00	1.00	Residential	0.013	6.41	9.79	0.00	9.79	12.09	0.00	12.09	11.24	10	0.89	0.98	10.75	0.00	1.33		
PP	40	G1	1.63	0.65	15	0.005	0.0200	0.0200	0.28	13.95	1.00	Residential	0.013	6.41	6.79	0.00	6.79	8.38	0.00	8.38	8.05	10	1.24	1.00	8.38	0.00	0.00		
QQ	41	G2	2.03	0.65	15	0.005	0.0200	0.0200	0.30	28.00	1.00	Residential	0.013	6.41	8.46	0.00	8.46	10.44	0.00	10.44	9.81	10	1.02	1.00	10.44	0.00	0.00		
RR	42	FUT G3	1.78	0.65	15	0.005	0.0200	0.0200	0.29	28.00	1.00	Residential	0.013	6.41	7.42	0.00	7.42	9.15	0.00	9.15	8.70	10	1.15	1.00	9.15	0.00	0.00		
SS	43	FUT G4	1.40	0.65	15	0.005	0.0200	0.0200	0.26	13.15	1.00	Residential	0.013	6.41	5.83	0.00	5.83	7.20	0.00	7.20	7.07	10	1.41	1.00	7.20	0.00	0.00		
TT	44	H1	1.84	0.65	15	0.005	0.0200	0.0200	0.29	28.00	1.00	Residential	0.013	6.41	7.67	0.00	7.67	9.46	0.00	9.46	8.99	10	1.11	1.00	9.46	0.00	0.00		
UU	45	H2	1.00	0.65	15	0.005	0.0200	0.0200	0.23	11.60	1.00	Residential	0.013	6.41	4.17	0.00	4.17	5.14	0.00	5.14	5.22	10	1.91	1.00	5.14	0.00	0.00		
VV	46	FUT H3	1.97	0.65	15	0.005	0.0200	0.0200	0.30	28.00	1.00	Residential	0.013	6.41	8.21	0.00	8.21	10.13	0.00	10.13	9.52	10	1.05	1.00	10.13	0.00	0.00		
WW	47	FUT H4	0.69	0.65	15	0.005	0.0200	0.0200	0.20	10.10	1.00	Residential	0.013	6.41	2.87	0.00	2.87	3.55	0.00	3.55	3.73	10	2.68	1.00	3.55	0.00	0.00		
AAA	51	EX4	1.86	0.90	15	0.005	0.0200	0.0200	0.32	28.00	1.00	Residential	0.013	6.41	10.73	0.00	10.73	13.24	0.00	13.24	12.19	15	1.23	1.00	13.24	0.00	0.00		

Contributing Area(s)	Inlet No.	Crown Slope	Gutter Flow	Depth of Gutter	Depth of Depression	Depth of Flow at Opening	Capacity Inlet / Foot	Length of Inlet	Capacity of Inlet	Carry Over Into	Percent Q100	Notes
Name		of pvmt/ overland S _o	"Qo"	Flow "Yo"	"a"	"y"	of Length	Opening "L"	of Inlet "Q"	Over Flow	Captured	
	1	3	4	5	6	7	8	9	10	11	12	13
B19	27	0.02	8.18	0.31	0.57	0.88	1.88	10	18.83	0.00	100%	
B20	28	0.02	3.81	0.21	0.57	0.78	1.57	10	15.69	0.00	100%	
C3	31	0.02	6.33	0.19	0.57	0.76	1.51	10	15.09	0.00	100%	
D3	34	0.02	2.06	0.19	0.57	0.76	1.51	10	15.09	0.00	100%	
D4	35	0.02	9.93	0.32	0.57	0.89	1.91	10	19.15	0.00	100%	
FUT E1	36	0.02	12.81	0.38	0.57	0.95	2.11	10	21.13	0.00	100%	
FUT E2	37	0.02	10.49	0.35	0.57	0.92	2.01	10	20.13	0.00	100%	
EX1	48	0.02	17.64	0.55	0.57	1.12	2.71	10	27.08	0.00	100%	
EX2	49	0.02	29.47	0.65	0.57	1.22	3.08	10	30.80	0.00	100%	
EX3	50	0.02	17.45	0.38	0.57	0.95	2.11	10	21.13	0.00	100%	

MATCH LINE SEE SHEET 2 OF 2



REMAINDER OF
BELMONT 407, LLC,
TRACT 1
INST. NO. 2011-124875
R.P.R.D.C.T.

HARVEST PHASE 2A
INST. NO. 2015-178
O.R.D.C.T.

HARVEST PHASE 2A
INST. NO. 2015-178
O.R.D.C.T.

HARVEST PHASE 1
INST. NO. 2013-166
O.R.D.C.T.

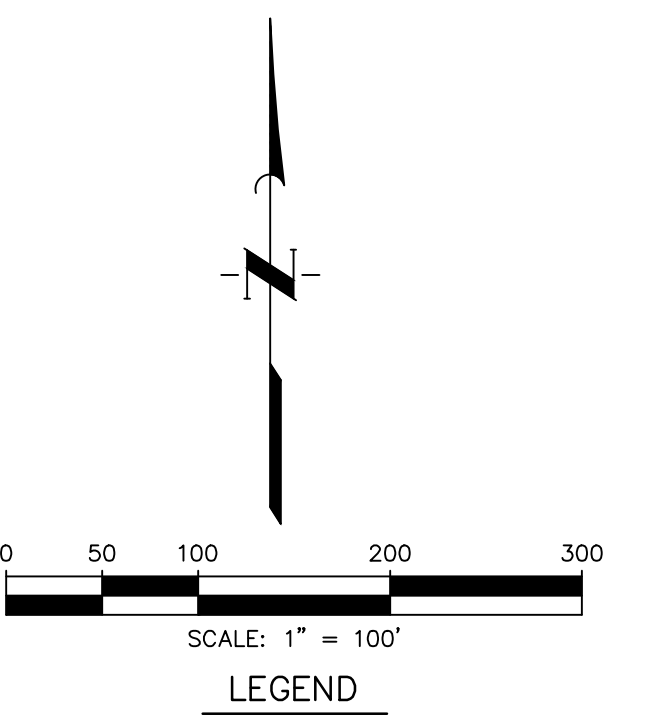
BELMONT 407, LLC,
REMAINDER OF
(TRACT 1)
INST. NO. 2012-130827
R.P.R.D.C.T.

RICHARD FARRIS
INST. NO. 2009-143980
R.P.R.D.C.T.

30' DE
(BY SEPARATE INSTRUMENT)

P.O.B.

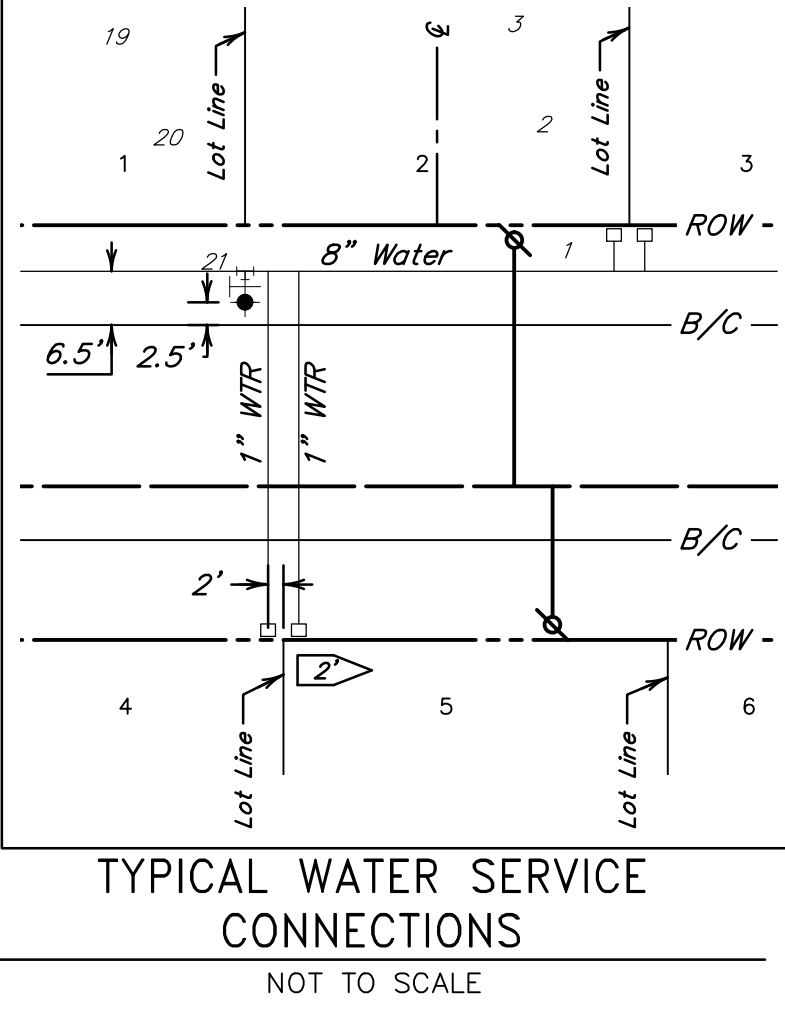
HARVEST MEADOWS PHASE 1
INST. NO. 2014-338
O.R.D.C.T.



- 745 — EXISTING MAJOR CONTOUR W/ELEVATION
- 744 — EXISTING MINOR CONTOUR W/ELEVATION
- — EXISTING LOT LINE
- — EXISTING SANITARY SEWER
- — EXISTING WATERLINE
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- — PROPOSED SANITARY SEWER
- - - PROPOSED RIGHT OF WAY
- — PROPOSED FIRE HYDRANT
- — PROPOSED SANITARY SEWER MANHOLE
- — SEWER SERVICE AREA
- — POND GRADING LIMITS
- — SERVICE AREA NUMBER
- — DESIGN LOAD IN MGD
- — SERVICE AREA LOT COUNT
- — SANITARY SEWER FLOW DIRECTION
- UE UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- SSE SAN SEW EASEMENT
- WLE WATER LINE EASEMENT

NOTE:
All Proposed Sanitary Sewer and
Water Lines to be 8-inch (8")
Unless other wise noted.

HARVEST MEADOWS PHASE 3 PRELIMINARY WATER AND SANITARY SEWER PLAN SHEET 1 OF 2

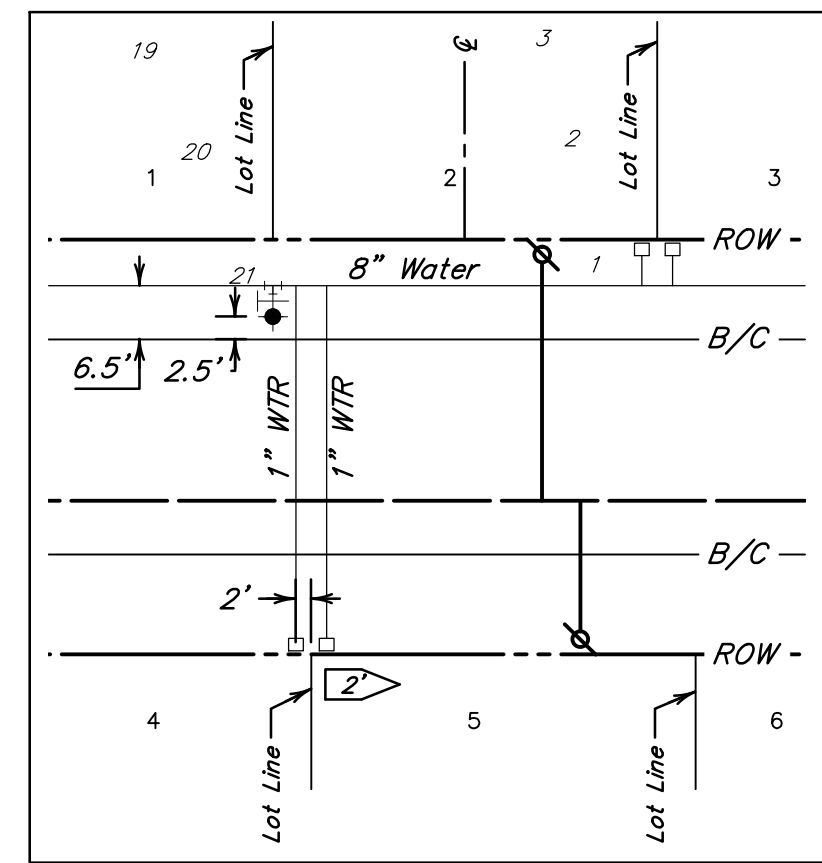


Sanitary Sewer Calculations										
Area	Lots	Density	Population	Load (GPD)	Load (GPM)	Average Load (GPM)	Average Load (MGD)	Peak Factor	Design Load (GPM)	Design Load (MGD)
A1	311	2.45	762	103	0.072	54.864	0.08	4	219.46	0.32

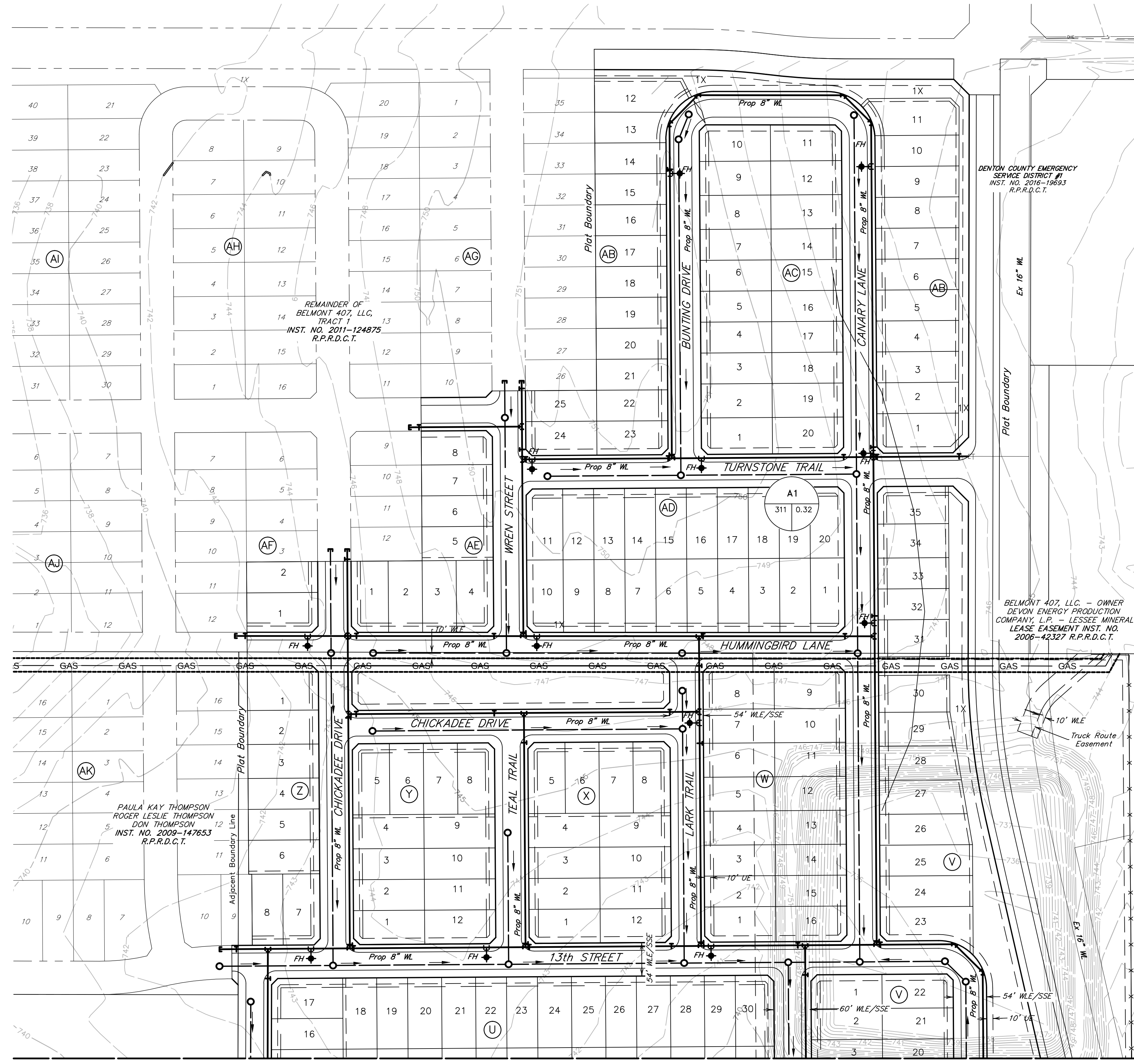


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Date: July 14, 2016



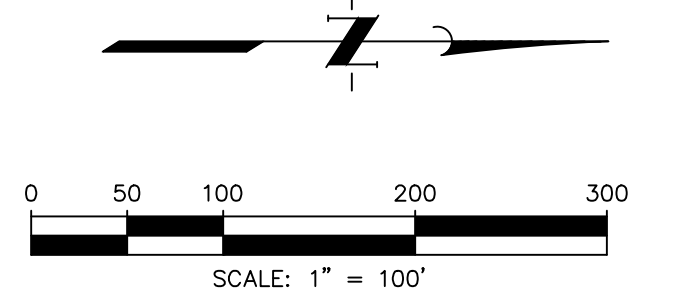


TYPICAL WATER SERVICE CONNECTIONS
NOT TO SCALE



MATCH LINE SEE SHEET 1 OF 2

Sanitary Sewer Calculations										
Area	Lots	Density	Population	Load (GPD)	Load (GPM)	Average Load (GPM)	Average Load (MGD)	Peak Factor	Design Load (GPM)	Design Load (MGD)
A1	311	2.45	762	103	0.072	54.864	0.08	4	219.46	0.32



- LEGEND**
- 745 — EXISTING MAJOR CONTOUR W/ELEVATION
 - 744 — EXISTING MINOR CONTOUR W/ELEVATION
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 - — — EXISTING SANITARY SEWER
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 - — — SAN SEW EASEMENT
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NOTE:
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Unless other wise noted.

HARVEST MEADOWS PHASE 3 PRELIMINARY WATER AND SANITARY SEWER PLAN SHEET 2 OF 2



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P.E. Serial No.: 101333
Date: July 14, 2016





**TOWN OF NORTHLAKE, TEXAS
RESOLUTION 16-22**

**A RESOLUTION APPOINTING ONE MEMBER TO THE BOARD OF MANAGERS OF THE
DENCO AREA 9-1-1 DISTRICT**

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

Section 1

The Town of Northlake hereby votes for _____ as a member of the Board of Managers for the Denco Area 9-1-1 Emergency Communication District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 28th day of July, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary



Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058

Phone: 972-221-0911 • Fax: 972-420-0709

TO: Denco Area 9-1-1 District Participating Jurisdictions

FROM: Mark Payne, Executive Director 

DATE: June 16, 2016

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 15, 2016, the Denco Area 9-1-1 District requested participating municipalities nominate a representative for potential appointment to the district's board of managers. The following nominations were received by the June 15, 2016 deadline:

Nominee
Jim Carter

Nominating Municipality
City of Carrollton
City of Corinth
City of Highland Village
City of Lake Dallas
City of Lewisville
City of Sanger
City of The Colony
Town of Argyle
Town of Bartonville
Town of Copper Canyon
Town of Double Oak
Town of Hickory Creek
Town of North Lake
Town of Shady Shores
Town of Trophy Club

Brandon Barth

Town of Flower Mound

Gary Johnson

City of Roanoke

Paul Young

City of Pilot Point

The Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by 5 p.m. on September 15, 2016. Notification must come in the form of official council action. Enclosed is a sample resolution you may wish to use as well as bios or resumes of the nominees. Also enclosed for your reference, is a copy of the resolution outlining the board appointment process and a list of current board members.

Please send a copy of the resolution recording your council's action by mail to: Denco Area 9-1-1 District, P.O. Box 293058, Lewisville, TX 75029-3058 or fax it to 972-353-6363. You may also email your response to Andrea Zepeda, Executive Assistant at andrea.zepeda@denco.org.

Thank you for your assistance in this matter.

Enclosures

Brandon Barth

PROFILE SUMMARY

Results-oriented, dependable self-starter who is knowledgeable of and experienced in media relations, customer service, safety, and hazardous materials work in a fast-paced, high-stress environment. Exhibits superior communication and multi-tasking skills with an acute attention to detail.

EDUCATION

Bachelor of Business Administration, International Business
Georgia College & State University, Milledgeville, GA, May 2007

PROFESSIONAL EXPERIENCE

Flower Mound Fire Department, Town of Flower Mound, TX

March 2014-Present

Emergency Management Officer

- Examines potential disaster events and evaluates the effect on the Town.
- Produces the Town's Emergency Operations Plan. Plans the Town's response to disasters and ensures that all entities are able to respond as outlined in the Emergency Operations Plan.
- Serves in the Town's Emergency Operation Center (EOC), if activated.
- Trains and coordinates activities in preparing for or responding to disaster situations with all Town departments, neighboring communities, schools, hospitals, and public and private agencies
- Responsible for designing, training, and evaluation of periodic exercises to test elements of emergency plan.
- Responsible for ensuring operability of outdoor warning and other Town emergency communication systems.
- Serves as liaison with community, state and federal authorities concerned with disaster planning and response.
- Serves as one of the fire department's Fire Investigators
- Maintains certification as a State of Texas Firefighter and National Registry Emergency Medical Technician
- Coordinates the fire department's Citizen Fire Academy
- Serves as a Public Information Officer

Allied International Emergency, Fort Worth, TX

September 2013-March 2014

Operations Manager

- Managed the daily operations of the company's Fort Worth/Corporate branch.
- Oversaw multiple hazardous materials and environmental remediation projects daily (500+ annually) in a rapid paced environment with multiple deadlines.
- Prepared bids and proposals to current and future customers.
- Ensured that all supplies and equipment at the facility are in a constant state of operational readiness.
- Provided response and laboratory reports to customers as well as state regulatory agencies regarding hazardous material/environmental incidents.
- Executed service agreements with new customers during an emergency response.

Brandon Barth

Allied International Emergency, Fort Worth, TX

May 2011-September 2013

Project Manager

- Managed personnel at various types of hazardous materials and environmental incidents ranging from tractor-trailer accidents to chemical plant fires per OSHA 1910.120 and requiring travel to various cities and states on a moment's notice.
- Supervised projects through the emergency response, mitigation, remediation, and closure phases.
- Oversaw the decontamination of Naturally Occurring Radioactive Materials (NORM) as a Radiation Safety Officer.
- Performed confined space entry and confined space rescue standby as outlined by OSHA 1910.146.
- Interacted with customers as well as state regulatory agencies such as the Texas Railroad Commission and the Texas Commission on Environmental Quality during hazardous materials incidents as well as environmental emergencies.
- Responsible for the profiling and disposal of hazardous, non-hazardous, and RCRA E&P exempt waste streams.
- Maintained an up-to-date survey that tracks employees' training, certifications, fit tests, and physical exams to ensure conformance with OSHA regulations.
- Conducted sampling of water, air, and soil to determine potential contamination.
- Conducted training classes for employees and customers on subjects such as hazardous materials, confined space entry, and fall protection.
- Wrote policies for new hires to the company.

Baldwin County Fire Rescue, Milledgeville, GA

January 2007-March 2011

Full-time Firefighter/Public Information Officer

As the department's Public Information Officer, responsibilities include:

- Presented a marketing/communications plan to the department's executive staff, thus creating the position of a PIO as well as creating the department's social media accounts.
- Conducted interviews with local media outlets: newspaper, radio, and TV.
- Wrote news releases and operated the department's social media site.
- Redesigned the department's report writing system and making a quick reference guide to assist those writing reports.
- Interacted with members of the community in both emergency and non-emergency settings; requiring a unique set of customer service skills.
- Worked in conjunction with the Executive Staff of the fire department in projecting their message to the public.
- Assisted in the development of presentations to the County Commissioners as well as the County Manager on behalf of the Fire Chief.
- Provided public service announcements to the public through the use of various media platforms.
- Assisted with grant and compliance research on behalf of the executive staff.

Brandon Barth

As a Firefighter, responsibilities include:

- Worked 24 hour shifts; responding to various types of emergency incidents including emergency medical calls, vehicle accidents, and fires.
 - Served as the acting-officer in charge; certified through the National Professional Qualifications Pro Board as a Fire Officer 1; overseeing the day-to-day tasks and emergency operations of the on-duty personnel when the shift officer was absent.
 - Served as part of the regional Hazardous Materials Team; certified through the National Professional Qualifications Pro Board as a Hazardous Materials Technician
 - Assisted in the training of firefighters; certified through the National Professional Qualifications Pro Board as a Fire Instructor 1
 - Provided fire safety demonstrations and classes to children in the local school system.
 - Wrote detailed incident reports based on the National Fire Incident Reporting System format.
 - Conducted pre-incident/safety inspections of commercial properties to assess dangers and to determine proper mitigation procedures based on building layout, hazards, and building construction.
 - Drove and operated fire apparatus to include engines, tankers, aerials, and rescue trucks.
- Recognition: Awarded Firefighter of the Year for 2008-2009.

Baldwin County Fire Rescue, Milledgeville, GA

January 2005-January 2007

Part-time/Volunteer Firefighter

While pursuing bachelor's degree, worked part-time covering shifts for full-time personnel who were on leave. Was entrusted to work alone at stations in rural parts of the county that only had one person on-duty during a shift. Maintained attendance in excess of 80% of emergency calls and training drills and responded to emergencies via notification by pager.

Shirley Rogers

Subject: Denco 911 Board Election
Attachments: JIM CARTER Resume.docx; 20160625122517.pdf

From: Carter, Jim
Sent: Saturday, June 25, 2016 1:58 PM
To: 'mayor@town.northlake.tx.us' <mayor@town.northlake.tx.us>
Subject: Denco 911 Board Election

Honorable Mayor Dewing,

Thank you for nominating me to continue serving Northlake on the Denco 911 Board. Attached is a letter your Town Secretary recently received from Mr. Mark Payne, Executive Director. The letter explains the procedure for voting for a municipal member to the Denco Board.

The letter list the names of the four nominees for the position. Fifteen municipalities nominated me, Jim Carter. The other candidates only received the nomination of their city/town. I am sure that all 3 men are well qualified in their specialty relating to response. The Denco Board is not directly related to response. Our role is broader based and business oriented. That is the strength I bring to the board. I have received recognition for my contributions in the area of finance and management experience at the highest corporate level.

I was elected to the board two years ago and desire to continue to serve Northlake. I am requesting your continued support and vote. Attached is my resume, but below is a simpler explanation of my previous experiences.

As the principal of my company, James P. Carter and Associates, I am primarily a general consultant and mediator for various business disciplines of corporations and governmental entities. Early in my business career, I was a Department Head in Finance for the Chevrolet Division, General Motors Corporation. I spent many years of my business career with Frito-Lay Inc. During my time with Frito-Lay, I held 13 Executive Positions, including finance, sales, marketing, advertising, distribution and management culminating as Senior Vice President responsible for new business ventures both domestic and international. As President of Mercantile Corporation, I managed three banks in the Fort Worth area and developed 2,000 prime commercial acres adjacent to Interstates 35 West and 820. In addition, I managed our other business divisions.

During my business career, I also volunteered for 14 years as the Town of Trophy Club's first Mayor. I resigned as Mayor to become a full time Denton County Commissioner for 8 years. As County Commissioner, I was instrumental in establishing Denton County Emergency Services District #1. I am currently serving as its President. ESD#1 serves 5 municipalities, Lantana, and many rural areas in Denton County. In providing fire and emergency medical services, the District relies heavily on

Denco 911's reliability and accuracy of locations. If reelected to the Denco 911 Board, I will continue my dedication of time and experience to help maintain Denco 911's superior performance.

I would be honored to visit you to discuss Denco and my qualifications. I would also like to address your council when you consider the resolution. Please contact me with any questions.

Mailing address: 1005 Road Runner Road, Bartonville, Texas 76226, Email:jim.carter1@icloud.com:
Cell: 817 239 7791.

Thank you for your consideration and I hope your vote.

Jim Carter

Jim Carter

O: (972) 829-8958

HALFF ASSOCIATES, INC.
1001 Cross Timbers Rd. Suite 2020
Flower Mound, TX 75028-8829



Halff.com | [Facebook](https://www.facebook.com/halffassociates) | [Twitter](https://twitter.com/halffassociates) | [LinkedIn](https://www.linkedin.com/company/halff-associates) | [YouTube](https://www.youtube.com/channel/UCqj8K8K8K8K8K8K8K8K8K8K)

Jim Carter

O: (972) 829-8958

JIM CARTER

6101 Long Prairie Road, Suite 744-110 (817) 239-7791
Flower Mound, Texas 75028 jcarter@halff.com

EDUCATION

College Degree:	University of Georgia, B.B.A. Finance
Post Graduate:	Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance	General Motors Corporation
Senior Vice-President	Frito-Lay, Inc., International and Domestic Development
President, C.E.O	Mercantile Corporation Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W
Current: Principal	James P. Carter & Associates – Consultant & Mediator To business and governmental entities
Professional Licenses	Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 years
Municipal Court Judge	Trophy Club, Texas – 12 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
President	Denton County Emergency Services District #1 Fire and Emergency Medical over 56 square miles Serving 5 municipalities: (Argyle, Bartonville, Copper Canyon, Corral City and Northlake); Lantana Freshwater Supply Districts #6 and #7 and rural areas of Denton County
Texas State Board Member	SAFE-D – Trains Emergency Services District Commissioners
Board Member Denco 911	Emergency telecommunications system that assists its member jurisdictions in responding to police, fire and medical emergency calls.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President's Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee
American Heart Association	Board of Directors, Celebrity Waiter

BUSINESS ORGANIZATIONS

North Texas Council of Governments	Transportation Board
Fort Worth Chamber of Commerce	Chairman, North Area Chamber Annual Golf Tournament Economic Development Council Governmental Affairs Committee
Texas Alliance for Growth Greater Fort Worth Area	Legislative Committee
Northeast Leadership Forum	Board of Directors, Chairman Mayors Forum, Chairman Legislative Committee
Metroport Partnership	Founding Member and Chairman
Northwest Community Partners	Founding Member, Chairman Board of Directors
Industrial Developer Association	Developer Representative

Honors: Who's Who in the South and Southwest, Who's Who in U.S. Executives

Gary D. Johnson

609 Dallas Drive

Roanoke, Texas 76262

Cell 817-832-5469

E-mail: gjohnson@roanokepolice.com

Executive Profile

A professional public safety administrator with more than 26 years of senior management experience in a modern public safety agency. Known as an innovative leader with a special talent for problem solving, and providing outstanding service to citizens and employees. Areas of strength include:

Strategic Planning

Policy Development

Operations Management

Written & Verbal Communications

Implementing Change

Budget Development & Control

Citizen & Business Relations

Training & Staff Development

Professional Experience

City of Roanoke

Assistant City Manager/Chief of Police (2015 – Present)

An executive management position responsible for seventy-one full time personnel and all public safety operations. Oversee the creation and administration of five departmental budgets exceeding 9 million dollars, and provide leadership and guidance to five high level managers. Project manager for a new digital P25 public safety radio system including all new equipment in the 911 call center.

City of Roanoke Police Department

Chief of Police (2003 – Present)

An executive management position responsible for thirty-nine full time personnel and all Police operations. Responsible for policy development and implementation within an ever changing judicial and legislative environment. Responsible for the creation and administration of an annual budget of 5 million dollars, and the allocation of all assigned resources.

Key Contributions

- Reorganized personnel and schedules that resulted in a significant increase in overall productivity.
- Created a positive and collaborative environment with internal and external stakeholders to identify problems and improve relationships.
- Initiated a two part National Night Out event that resulted in a national award.
- Created a Citizens Police Academy and Citizens on Patrol organization.

- Implemented Texas Police Chiefs Best Practices program by directing the complete re-write of policies and procedures, and meeting 165 strict standards that allowed the department to become “Recognized Agency” after passing a two day inspection by outside assessors.
- Using a regional approach help to create a multi-agency Swat Team that dramatically reduced the cost of this specialized service.

City of Watauga, Department of Public Safety

Deputy Director of Public Safety (1989 – 2003)

A senior management position responsible for a staff of fifty-two full time personnel and all public safety operations. Areas of responsibility include: police patrol and traffic enforcement, fire suppression, criminal investigations, community services, departmental records, training, fire inspections, 9-1-1 communications, animal control, contract administration, public information, professional standards, and policy development. The Deputy Director is also responsible for the creation and administration of the annual General Fund and Crime Control District budgets that exceed 3.5 million dollars.

Key Contributions

- Implemented scenario based policy training that significantly increased understanding and compliance with new policies.
- Developed and implemented a new departmental salary structure within budget constraints, thereby greatly reducing employee turnover.
- Created a survey card system that gathers citizen input and evaluates performance of all services rendered.
- Authored bid specifications, evaluated proposals, recommended final purchase, and supervised the training and installation of a public safety software and radio communications system.
- Developed a plan and budget proposal for the continuation of a Crime Control District. Worked closely with City Council to organize and schedule presentations made to several key citizen groups that resulted in the continuation of a one-half cent sales tax to fund the Crime Control District.
- Conducted an in-depth analytical analysis of the City’s contract ambulance service and options for change. Successfully implemented a City operated ambulance service within a mandated ninety-day time frame.

Patrol Captain, Police and Fire Services (1988-1989)

A command level position directly responsible for the day-to-day operations and delivery of first line police, fire, and emergency medical services to the community. Maintained staffing levels to ensure adequate personnel resources on a twenty-four hour a day basis. Responsible for the training and operation of the department’s Special Weapons and Tactics team and Reserve Police Officer’s Program.

Key Contributions

- Created a career development program for commissioned personnel.
- Initiated a new process for the testing and evaluation of candidates for the position of public safety officer.

- Developed and instituted a system that accommodated the needed shift rotation while allowing patrol personnel to attend college classes.

Patrol Sergeant, Police and Fire Services (1984-1988)

A first line supervisor position responsible for the activities of four public safety officers while directly delivering police, fire, and emergency medical services to the community. Served as the department's training officer.

Key Contributions

- Authored a grant application that resulted in the award of a five-year grant for a crime prevention officer, a new van, and related equipment.
- Co-leader of a dual city murder investigation that led to the arrest and conviction of the perpetrator.
- Instrumental in the formation of a Special Weapons and Tactics Team. Served as the team's commander for 5+ years.
- Successfully planned and executed over seventy high risk narcotic search warrants without an incident of serious injury to officers or suspects.

Police Officer/PSO, Police and Fire Services (1982-1984)

Delivered first line police, fire, and emergency medical services to the community. Conducted police patrols and traffic enforcement, investigated crimes, initiated arrests of suspected perpetrators, extinguished fires, and provided medical treatment to the sick and injured.

Town of Fairview, Strategic Planning Consultant (April – November, 2000)

Provided professional assistance to a committee of citizens and political leaders in the development of a five-year strategic plan for the Town's Public Safety Department. After a completed plan was in place assisted with the selection of a new Public Safety Director.

Education & Credentials

Master of Public Administration (2000)
University of North Texas, Denton, Texas
Member Pi Alpha Alpha National Honor Society

Bachelor of Applied Arts and Sciences (1997)
Interdisciplinary Studies, Criminal Justice/Management
Dallas Baptist University, Dallas, Texas

Specialized Training

F.B.I. National Academy (2001)
Federal Bureau of Investigation
Quantico, Virginia

School of Police Supervision (1987)
The Southwestern Law Enforcement Institute
Richardson, Texas

Certifications & Licenses

Texas Master Peace Officer License
Texas Peace Officer Instructor License
Texas Advanced Firefighter Certification
F.A.A. Private Pilot License

Professional & Civic Organizations

Texas Police Chief's Association (2nd Vice President)
North Texas Police Chief's Association (Past President)
International Association of Chiefs of Police
Denton County Police Chief's Association
F.B.I. Academy Associates Association
Roanoke Lions Club (Charter Member)

PAUL YOUNG

940-390-4685

670 W Walcott, Pilot Point, TX 76258

pyoung@cityofpilotpoint.org

Objective

Denco 911 Board

Education

- Weatherford College 2013 – AAS Fire Administration
- Weatherford College 2013 – AAS Fire Protection Technology
- Considered for Phi Theta Kappa
- Texas Commission on Fire Protection—Master Firefighter
- Texas Commission on Fire Protection Fire Instructor II
- Texas Commission on Fire Protection Field Examiner
- UT Southwestern EMT Basic 1988
- Metrocrest Medical School—Paramedic 1995
- National Fire Academy - Fire Service Supervision 2008
- Wildland Firefighter I Red Card 2009

Experience

May 2014 – Present

Pilot Point City Council – Place 1

October 1984 - March 1988 Volunteer Firefighter

Lewisville Volunteer Fire Department | Lewisville, TX

March 1988 – September 2014 Firefighter Paramedic

Lewisville FD: Served on the Strategy and goals committee for the Lewisville Fire Department
Trained new paramedics and assisted in continuing education for current paramedics as Field Training Officer from 2001-2006

Acted as a Second Driver Engineer from 1990 – present

Firefighter / Paramedic for the Lewisville Fire Department

Fire Dispatcher May 2014 –September 2014



2008-2010 Chief Officer

Pilot Point Fire Department

Division Chief of Operations, Assistant Chief and Interim Fire Chief

Directed day to day operations, commanded emergency operations, created budget

Oversaw final inspection and acceptance of new 2000 gallon water tender

Chaired the Brush Truck Spec committee for Pilot Point Fire Department

Wrote and awarded a grant for \$47,000 from the Assistance For Firefighters fund

2010 - 2013 Firefighter / Paramedic

Texas Motor Speedway

On - track Firefighter / Jump Medic

2005 – 2010 Pit Road Medic

Texas Motor Speedway

1997 – 2003 Firefighter / Paramedic

Highland Village Fire Department

Part time Firefighter / Paramedic

Responsible for training new paramedics and newly hired fire officers

Coordinated renovation and construction of the dormitory for the fire station

Assisted in the transition from an all-volunteer department to a combination department

Substituted for Captains on leave

1998 Paramedic

Pilot Point Ambulance Service

1994-1996 Volunteer Firefighter

Pilot Point Volunteer Fire Department

Firefighter, Assistant Chief, and Captain

Skills

- Computer literate, able to use Windows 10, MS Office 2010, mapping programs
- Working knowledge of dealing with underfunded and understaffed fire departments
- Familiarity in both rural, and suburban firefighting techniques
- Working knowledge of current dispatching systems used by Lewisville FD/PD

Professional References

Chief Joe Florentino

Little Elm Fire Department

Little Elm, Tx.

469-853-4229

Chief Ken Swindle

Krum Fire Department

Krum, TX

972-571-6330

Calvin Allison (ret)

Clear Water, Florida

903-815-1582

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary
Karen Bolyard, Finance Director

Date: July 28, 2016

Re: Setting Dates for Public Hearings on Proposed Tax Rate for August 11 and 25, 2016
and Record Vote on Placing Tax Rate Adoption for September 8, 2016

It may be necessary to begin the notice and public hearing procedures to establish a tax rate for the next fiscal year in accordance with State law. Per State statute, if a municipality imposes a tax rate that exceeds the effective tax rate, the municipality is required to have a record vote to place a proposal to adopt the tax rate on the agenda of a future meeting as an action item. The estimated effective tax rate for 2016 is 26.63¢, which is lower than the proposed tax rate of 29.5¢. As a reminder, the effective tax rate is the rate that would be applied to the July 2015 property tax values that would provide the same amount of revenue as the current tax year.

If Council sets a tax rate higher than 26.63¢, the first tax rate public hearing is proposed to be held on August 11, 2016 and the second tax rate public hearing proposed for August 25, 2016. State law requires that a tax rate be adopted no sooner than 3 days and no later than 14 days after the second public hearing. It is proposed that the tax rate be adopted at the September 8, 2016 Council meeting.

After proposing a tax rate and scheduling the two public hearings, the Town must notify the public of the hearings. Per State law, a "Notice of Public Hearing on Tax Increase" is published in the Denton Record Chronicle as a quarter page ad seven days prior to the first tax rate public hearing or August 1, 2016. It may be necessary to advertise the notices in the Fort Worth Star Telegram because the Record Chronicle has lost their general distribution designation.

The notice will include Council members' votes on the proposal to consider a tax rate over the effective rate. The notice will also include a comparison of the proposed tax rate with current year's tax rate and with the effective tax rate as applied to average residence homestead values. A copy of the draft notice accompanies this coversheet, if the current tax rate was maintained.

Please contact me at 940.242.5701 if you have any questions or comments.

NOTICE OF 2016 TAX YEAR PROPOSED PROPERTY TAX RATE FOR

A tax rate of \$ 0.295 per \$100 valuation has been proposed for adoption by the governing body of Town of Northlake. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of Town of Northlake proposes to use revenue attributable to the tax rate increase for the purpose of adding new police and public works positions, financing reconstruction of roadways.

PROPOSED TAX RATE	\$ <u>0.295</u>	per \$100
PRECEDING YEAR'S TAX RATE	\$ <u>0.295</u>	per \$100
EFFECTIVE TAX RATE	\$ <u>0.2622</u>	per \$100
ROLLBACK TAX RATE	\$ <u>0.3169</u>	per \$100

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

The rollback tax rate is the highest tax rate that Town of Northlake may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

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

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

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

Michelle French

Denton County tax assessor-collector

1505 East McKinney Street, Denton, TX 76209-4525

(940) 349-3500

tax@dentoncounty.com

www.dentoncounty.com

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

First Hearing: August 11, 2016, 5:30 pm at Northlake Town Hall, 1400 FM 407.

Second Hearing: August 25, 2016, 5:30 pm at Northlake Town Hall, 1400 FM 407.

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary
Karen Bolyard, Finance Director

Date: July 28, 2016

Re: Setting Date for Public Hearings for 2016-2017 Town, Economic Development Corporation and Community Development Corporation Budgets

It is necessary to set public hearings on the proposed 2015-2016 Town Budget, Economic Development Corporation (EDC) Budget, and Community Development Corporation (CDC) Budget. Per State statute, it is necessary to state the increase in property tax revenue no matter the cause; whether the increase is based on increased property values, new construction or an increase in the tax rate. If there is an increase in total property tax revenue, it would be necessary to include tax increase language on the budget cover sheet or council action as prescribed by the statute.

The legislation requires the posting of the proposed budget on the Town website. The Town will make the proposed budget available online at www.town.northlake.tx.us and at the Town Secretary's Office on July 29, 2016.

The budget hearing will be set for August 11, 2016 beginning at or after 5:30. Per State law, a notice will be required to be published ten days prior to the budget public hearing or by August 1, 2016. The proposed tax rate is anticipated to be greater than the effective tax rate causing the Town to hold two tax rate public hearings. The proposed tax rate is proposed to be less than the rollback tax rate. A copy of the draft notice accompanies this coversheet.

Please contact me at 940.242.5701 if you have any questions or comments.

**TOWN OF NORTHLAKE, TEXAS
FISCAL YEAR BUDGET 2016-2017**

The Town of Northlake, Texas, will hold a public hearing to hear comments for or against a proposed budget for the fiscal year 2016-2017 on August 11, 2016, at 5:30 pm at Town Hall-Chamber Room, 1400 FM 407, Northlake, Texas

This budget will raise more total property taxes than last year's budget by \$304,514 or 37.0%, and of that amount \$164,953 is a revenue increase from new property added to tax roll this year.

A copy of the 'draft' proposed budget will be filed with the Town Secretary on 7-29-16 by the Town Administrator

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: July 28, 2016
Re: Text amendments to Article 11 "Signs" of the Unified Development Code (UDC)

To address numerous inconsistencies with signs and meritorious exception requests becoming the norm, rather than the exception, staff was directed to evaluate current sign requirements and consider a special signage district along IH 35W in the southern part of Town generally south of Denton Creek since this area generally has a different characteristic than the rest of Town with the Texas Motor Speedway and Buc-ee's on one side of the highway in Fort Worth and a variety commercial and industrial development on Northlake's side of the highway. Since the primary concern with signs has been the size and height of pole signs, staff has recommended simply amending the current requirements in place which limit the location of such signs to those properties fronting IH 35W and SH 114 and further limiting and targeting these locations instead of creating a special sign district.

Northlake's sign requirements are found in Article 11 of the Unified Development Code (UDC) with definitions and requirements provided in Section 11.18 of the Article. Staff proposes keeping the same size (150 sf) and height (45 ft) requirements for pole signs along SH 114 and on IH 35W north of Denton Creek while allowing higher (65 ft) and larger (250 sf) pole signs along IH 35W south of Denton Creek. This height matches the height of the tallest sign on Northlake's side of IH 35W, the QT sign approved with a planned development amendment, and it would also accommodate past variance and meritorious exception requests such as the recently denied 65-ft tall sign requested for Rosa's Café. Staff believes setting this height as the maximum would provide an equitable maximum that would be difficult to challenge and could lead to fewer meritorious exception requests. It would also provide an advantage to Northlake businesses which could "by right" exceed the typical maximum height requirement in Fort Worth just across the freeway. Even so, the Buc-ee's sign (75 ft) and the Texas Motor Speedway sign (approx.. 120 ft) still exceed the proposed maximum in Northlake and will help make the Northlake sign height feel reasonable in this context. Denton Creek makes a natural division by crossing IH 35W just north of the speedway, and the larger floodplain provides a natural buffer of open space from the north side of Town.

In addition to the changes related to pole signs, staff proposes the minimum setback requirement for all signs, including pole signs, be reduced to 5 feet from 15 feet for most types of permanent signs. The 15-foot setback requirement limits the options to locate signs on a property and could require many future meritorious exception requests to be considered on a case by case basis. But after researching many sign ordinances in the area, a setback of 5 feet is the most common. Staff recommends this amendment which also helps provide better visibility from the roadway while maintain adequate distance from the right-of-way for safety purposes.

The proposed amendments to the text of Article 11 “Signs” of the UDC are limited to Section 11.18, so a redline version of this section is attached to clearly identify the changes. These changes are included in the clean copy of the Section attached to the ordinance as Exhibit A. A public hearing will be held prior to taking action on the ordinance. Notice of the public hearing was published in the Denton Record Chronicle on July 13th, and notice has also been posted on the Town’s website. Two written comments in favor of the amendments have been received as of the writing of this memo. Any additional written comments will be presented at the Council meeting.

Please contact me at 940.242.5703 if you have any questions or comments.

Attachments:

- Redline of Section 11.18 with proposed amendments
- Proposed Ordinance to amend Article 11, Section 11.18, of the UDC
- Sign Permit History
- Written comments submitted for public hearing

ORDINANCE NO. 16-0728

AN ORDINANCE AMENDING ARTICLE 11, “SIGNS,” OF THE UNIFIED DEVELOPMENT CODE OF THE TOWN OF NORTHLAKE BY AMENDING THE MAXIMUM HEIGHT AND AREA REQUIREMENTS FOR POLE SIGNS AND MINIMUM SETBACK REQUIREMENTS FOR VARIOUS SIGNS IN SECTION 11.18, “DEFINITIONS AND REQUIREMENTS;” PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE:

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

WHEREAS, the Town previously adopted the Unified Development Code (“UDC”) on January 24, 2013 which includes regulations governing signs; and

WHEREAS, the UDC provides for text amendments in certain situations; and

WHEREAS, the Northlake Town Council initiated a review of the provisions and regulations contained in the UDC related to signs in the area of IH 35W south of Denton Creek; and

WHEREAS, upon review, the Town Council determined that certain amendments to the provisions governing signs in the Town were needed; and

WHEREAS, the Town Council held a public hearing on July 28, 2016 after proper notification thereof with respect to the adoption of the proposed UDC text amendment in accordance with the UDC and the Texas Local Government Code; and

WHEREAS, the Town Council has determined that the amendments as outlined herein are in the best interest of the health, safety, and general welfare of the citizens of the Town of Northlake and the public.

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

SECTION 1. The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2. That Section 11.18, Definitions and Requirements, of Article 11, Signs, of the Northlake Unified Development Code is hereby amended in its entirety to read as attached hereto as Exhibit “A.”

SECTION 3. Any person, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue to exist, shall be deemed a separate offense.

SECTION 4. With the exception of those Ordinances expressly repealed herein, this Ordinance shall be cumulative of all provisions of Ordinances of the Town of Northlake, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more stringent provision shall apply and the less stringent provision, whether contained within this Ordinance or in any prior Ordinance of the Town, whether codified or un-codified, is hereby repealed to the extent of the conflict, but all other provisions of the Ordinances of the Town, whether codified or un-codified, which are not in conflict with the provisions of the Ordinance, shall remain in full force and effect.

SECTION 5. It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraph section of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of this Ordinance, or any other Ordinances affecting the matters addressed herein, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by the Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. The Town Secretary of the Town of Northlake is hereby directed to publish the caption, penalty clause, publication clause, and effective date clause of this Ordinance.

SECTION 8. This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS THE 28th DAY OF JULY, 2016.

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT “A”

Article 11 Signs

Section 11.18 Definitions and Requirements

of the

Unified Development Code (UDC)

Sec. 11.18 Definitions and Requirements

For the purposes of this Article, the words below shall have the following definitions whether or not capitalized unless the context clearly requires another meaning, ascribed to them and the requirements and regulations set forth for each shall apply in the Town.

1. **A-FRAME SIGN** – A temporary sign used to identify a business name, telephone number, hours of operation, and/or the business' website address. An A-Frame Sign is made of two (2) pieces of wood, metal or other similar material approved by the Building Official connected at the top by hinges or similar devices(s) and may collapse when the connecting device(s) are overextended or the two (2) pieces of wood, metal or other similar material are against one another. Also commonly referred as a 'Sandwich Board Sign'.
 - a. *Time* – A sign permit is required. The sign permit Number, in numerals not less than one (1") inch in height shall be permanently affixed on the sign for the purpose of inspection. A sign permit shall not be issued to install or display an A-Frame Sign until a Certificate of Occupancy has been issued for the place of business that elects to display the sign. After the issuance of a sign permit, an A-Frame Sign may be displayed only during the business hours of the permit holder.
 - b. *Place* – A-Frame Signs are permitted within non-residential areas or Planned Development zoning districts used to incorporate a lifestyle center concept. A-Frame Signs must be placed on a sidewalk or adjacent to a sidewalk adjacent to or fronting the primary structure. A-Frame Signs must provide and unobstructed pedestrian clearance of at least four (4') feet in width. An A-Frame Sign shall not be placed in any manner to interfere with vehicular traffic or cause a hazard. An A-Frame Sign shall not be placed in any median.
 - c. *Manner* – The maximum area of an A-Frame Sign is twelve (12) square feet. The maximum height of an A-Frame Sign shall be four (4') feet. The maximum width of an A-Frame Sign is three (3') feet. An A-Frame Sign shall not be closer than twenty (20') feet to another A-Frame Sign. A maximum of one (1) A-Frame Sign may be placed per business or tenant on the property where the A-Frame Sign is located.
2. **ABANDONED SIGN** – A sign that had a permit, but the permit has been expired for thirty (30) or more consecutive days and/or does not identify or advertise a bona fide business, lessor, service, owner, product, event, or activity, or pertains to a time, event or purpose which no longer applies. Abandoned Signs are prohibited in the Town.
3. **AGRICULTURAL SIGN** – An on-site sign made of wood, metal or similar material that generally identifies a farm or ranch. Such signs may also advertise the sale of agricultural products and equipment.
 - a. *Time* – A sign permit is not required. An agricultural sign identifying a farm or ranch may remain as long as the information on the sign is relevant to the site. Signs advertising agricultural products and equipment are intended to be temporary and shall be removed upon the sale of the product advertised.
 - b. *Place* – An agricultural sign shall be allowed on any property in excess of two (2) acres and used primarily for agricultural purposes. Such signs shall be located no closer than five (5') feet to any property line unless placed on a fence. A maximum of one (1) sign per property shall be placed per three hundred (300') feet of street frontage.
 - c. *Manner* – An agricultural sign shall not exceed sixty-four (64) square feet in area. Such sign shall not exceed ten (10') feet in height.

4. **ATHLETIC REGISTRATION SIGN** – A temporary Stake Sign made of wood, metal, or other similar material approved by the Building Official used to convey sport-related local community based team registrations (i.e., softball, football, soccer, swimming, golf, tennis, etc.) that publicizes dates, times, or locations of registrations. Athletic Registration Signs excludes information pertaining to dates, times, and/or/ locations of scheduled games or award ceremonies.
 - a. *Time* – No sign permit required, but prior permission of the property owners is required.
 - 1) With prior written permission of the Town Administrator, his/her designee. Athletic Registration Signs may be erected up to seven (7) days prior to the registration and removed no more than forty-eight (48) hours after the registration on park property.
 - 2) With prior permission of a home owners association (HOA), Athletic Registration Signs may be erected on a subdivision-maintained community park up to seven (7) days prior to the registration and removed no more than forty-eight (48) hours after the registration.
 - 3) With prior permission from a public or private school, Athletic Registration Signs may be erected up to seven (7) days prior to the registration and removed no more than forty-eight (48) hours after the registration.
 - b. *Place* – Athletic Registration Signs shall not be located within any median, any right of way or easement, or on any other public property, except as allowed herein at public parks and public schools.
 - 1) At Town-owned parks, Athletic Registration Signs may be located at the Town park exits or other Town park area approved by the Town Administrator or his/her designee.
 - 2) At HOA maintained parks or open space areas, Athletic Registration Signs shall be located on private HOA maintained property with written approval by the HOA Board or their designee.
 - 3) At public or private school property, Athletic Registration Signs shall be located at a school exit or other area on school property approved by the school authority.
 - c. *Manner* – The maximum area of an Athletic Registration Sign shall not exceed six (6) square feet. The maximum height of an Athletic Registration Sign shall not exceed four (4') feet.
5. **AUDIBLE SIGN** – Any sign that emits music, talking, words, or other sound amplification with the exception of a Drive-thru or Drive-in menu sign. Audible Signs are prohibited in the Town.
6. **AWNING** – A retractable or non-retractable projection, shelter or structure of rigid or non-rigid canvas, metal, wood, or other similar material approved by the Building Official that extends above a window, door, patio, or deck as protection from the weather, used as a decorative embellishment or used for identity, which may be illuminated. An awning requires the issuance of a Building Permit prior to installation, unless approved with the initial building permit.
7. **AWNING SIGN** – A permanent sign that is directly applied, attached or painted onto an Awning that covers a pedestrian walkway, intended for protection from the weather or as a decorative embellishment, projecting from a wall or roof of a structure over a window, walk, door, or the like. An Awing Sign is used to advertise the name of the business, hour of operation, business telephone number, business address, and/or website address.

- a. *Time* – A sign permit is required. A sign permit shall not be issued to erect or place an Awning Sign on to an Awning at a property until a site plan is approved for development of the property and after the issuance of Building Permit or Certificate of Occupancy.
 - b. *Place* – In no case shall the supporting structure of an Awning Sign extend into or over the right-of-way unless by exception within a Planned Development zoning district specifically utilizing a lifestyle center concept, shall not extend closer than four (4') feet from back of curb. No building shall have both a Wall Sign and an Awning Sign on the same building façade.
 - c. *Manner* - The maximum height of an Awning Sign shall not exceed four (4') feet. The width of an Awning Sign shall not exceed seventy-five (75%) percent in length of any side of an Awning. An Awning Sign shall only be permitted in conjunction with a non-residential use, or in a non-residential zoning district. An Awning Sign shall be secure and may not swing, sway, or move in any manner. An Awning Sign shall not contain any moving devices.
8. **AWNING SIGN ATTACHMENTS** – Awning Sign Attachments that cover a pedestrian walkway are accessory, supplemental extensions that are attached above or below an Awning commonly used in conjunction with a Wall Sign. Awning Sign Attachments provide the name of the business.
 - a. *Time* – A sign permit is required. Structural drawings(s), as required by the Building Official, sealed by a licensed engineer must be submitted with the permit application.
 - b. *Place* – Awning Sign Attachments shall only suspend from or extend above the edge of a pedestrian Awning. Awning Sign Attachments installed for pedestrian display located and attached on the underside of a pedestrian Awning shall be centered.
 - c. *Manner* – Awning Sign Attachments shall have a maximum height of twelve (12") inches. Suspended or extended Awning Sign Attachments shall not alternate up-and-down at a business' storefront. Suspended Awning Sign Attachments suspended over a pedestrian Awning shall maintain a nine (9') foot clearance from pedestrian grade measured from the lowest hanging portion of the attachment. Awning Sign Attachments shall not swing, sway, or move in any manner. The structural-engineering of Awning Sign Attachment must be approved by the Town before a sign permit can be granted. Awning Sign Attachments shall not be used in conjunction with an Awning Sign. Only one type of Awning Sign Attachment shall be used per storefront.
9. **BALLOONS AND OTHER FLOATING DEVICE(S)** – A visible airtight or air-flow through apparatus commonly made of latex, mylar or other similar material that extends by a cord, rope, string, wire or other similar material. No person shall erect, maintain, or allow the installation of any floating device(s) anchored to the ground, any vehicle, structure or any other fixed object for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product, except as otherwise permitted in this Article. Balloons and all Other Floating Device(s) are prohibited in the Town.
10. **BANNER** – A temporary sign having characters, letters, or illustrations applied to plastic, cloth canvas, or other light fabric or similar material, with the only purpose of such non-rigid material being for background. A Banner advertises the business' name, opening dates, telephone number, hours of operation, and/or types of products offered or sold. A Banner may be considered as part of a Special Event Sign Permit. A Banner does not include a Municipal Banner.
 - a. *Time* - A sign permit is required for each display period. The sign permit placard must be displayed in a conspicuous place visible from the street for the purpose of walk-up

inspection. A sign permit shall not be issued to display a banner at a property until a site plan is approved for development of the property and a Building Permit is issued. One (1) banner sign may be placed on a building for three (3) fourteen (14) day periods per calendar year. The periods may be combined. Each suite within a retail development shall be considered a building and, therefore shall be allowed to erect a banner accordingly. New businesses shall be permitted to place a banner on their building prior to the issuance of a Certificate of Occupancy with the issuance of a sign permit. A new business shall be permitted to place one (1) banner on their building storefront up to six (6) weeks after the date of a Certificate of Occupancy with the issuance of a sign permit. Banner(s) displayed before and immediately following the date of the Certificate of Occupancy shall not count against the allowances for the three (3) fourteen (14) day periods within a calendar year. Banners permitted as part of a Special Sign Permit shall count against the total number of allowed Banners per year for that location. Exemption: Religious organizations that temporarily operate in a school or other non-religious facility may erect a banner no earlier than two (2) hours before worship and remove no later than two (2) hours after worship without the issuance of a sign permit.

- b. *Place* - A Banner shall be securely attached to the front, side, or rear façade of a building. A Banner shall not face a residential neighborhood, unless separated by a major thoroughfare. However, banners are permitted only in conjunction with a non-residential use or in a non-residential zoning district. With permission from the Town Administrator, or his/her designee, banners may be erected during social or athletic events at a public park or other Town-owned property attached to pavilions, fences, vehicles, stakes, rails, or poles up to two (2) hours prior to the start of the event and shall be removed no later than one (1) hour after the conclusion of the event.
 - c. *Manner* – A Banner shall not exceed forty-eight (48) square feet in area, except that at an individual business with a floor area of fifty-thousand (50,000) square feet or greater, a Banner shall not exceed one-hundred (100) square feet in area. A Banner shall be placed a minimum of nine (9') feet above grade at any pedestrian traveled way. Where a building wall is nine (9') feet in height or less, is adjacent to an approved parking surface, and is not a designated pedestrian walkway, one (1) Banner shall be placed a minimum of five (5') feet above the grade above the parking surface.
11. **BILLBOARD** – A sign erected in the outdoor environment for the purpose of the display of commercial or noncommercial messages not pertinent to the use of products sold on, or the sale or lease of, the property on which it is displayed. Billboards include any of its support, frame or other appurtenances. Billboards are prohibited with the exception of billboards existing on the effective date of these regulations, or as otherwise allowed by this Article.
12. **BUILDING OFFICIAL** – The Building Official or their designee or other Town-authorized agent appointed by the Town Administrator.
13. **BUILDING HEIGHT** – For the purposes specific to this Article and to be used for the calculation of certain signs within, building height shall be defined as the distance measured from the average grade to the building plate height at the top of its highest story per elevation. Additional height generated by roof line or by parapet shall not be calculated in the measurement of height. This definition shall not be used in conflict with other measurements of building height for the purposes of zoning standards.
14. **CANOPY SIGN** – A sign that is applied, attached, painted or affixed on a canopy or other roof-like cover over gasoline fuel pumps, vacuum area at car detail facilities, or other areas where services are provided to a patron in a vehicle or as an area intended for parking of vehicles to provide protection from the weather or as a decorative embellishment. Canopies may be

- attached or detached from the primary structure. A Canopy Sign may be used in addition to a Wall Sign.
- a. *Time* – A sign permit is required. A sign permit shall not be issued to erect, install or place a Canopy Sign on a property until the site plan has been approved for development of the property and after the issuance of a building permit for a building on the property.
 - b. *Place* – Canopy Signs may only be erected on the canopy band that faces a public right-of-way.
 - c. *Manner* – Canopy Signs may not exceed fifteen (15) square feet in size. Canopy Signs must be attached directly to or painted on the exterior face of the canopy band and shall not project more than eighteen (18) inches from the canopy band. Only the canopy band may be illuminated, not the entire canopy. Canopy Signs attached to a canopy shall not extend above or below the canopy band.
15. **CHANGEABLE COPY** – The changing of advertising copy or message on a painted or printed sign, or the changing of advertising copy or message on a changeable reader board such as a theater marquee, electronic message board or similar signs specifically designed for use of replaceable copy. The installation and construction of such signs shall be governed by the appropriate sign type; however the Changeable Copy message does not require a sign permit.
16. **CLOUD BUSTER BALLOON & AIR DEVICES** – Any visible airtight or air-flow through, inflatable apparatus that exceeds one (1) square foot in total area made of latex, mylar, or other similar material that extends higher than ten (10') feet into the sky by a cord, rope, string, wire, or other similar material. A Cloud Buster Balloon or Air Device is commonly used to attract passersby/patrons to a location having a promotion, sale or other function. Cloud Buster Balloons, blimps, and other Air Devices are prohibited in the Town of Northlake.
17. **COMMERCIAL REAL ESTATE SIGN (CRES)** – An on-site, temporary sign made of wood, metal or similar material approved by the Building Official that pertains to the sale or lease of the property where the sign is located. A V-Shape sign is not a CRES. A CRES generally advertises the name of a building or property for sale or lease, property owner name, realtor information, telephone number, zoning information, and other information relating to the sale or lease of non-residential property.
- a. *Time* – A sign permit is required. The sign permit Number, date installed, and sign contractor's name shall be placed on the CRES in characters no less than one (1") inch in height in a conspicuous place for the purpose of walk-up inspection. A CRES requires removal within ten (10) days after the sale or lease of a property or business.
 - b. *Place* – A CRES shall be located no closer than ~~fifteen-five~~ (45') feet to any property line. A maximum of one (1) CRES per property shall be placed per five hundred (500') feet of street frontage.
 - c. *Manner* – A CRES shall not exceed thirty-two (32) square feet in area. A CRES shall not exceed eight (8') feet in height. The maximum width of a CRES shall not exceed four (4') feet.
18. **DEVELOPED** – A developed property is a non-residential property for which a Certificate of Occupancy has been issued by the Building Official to occupy a building on the property or a residential property for which a building permit has been issued and a final inspection has been approved.

19. **DILAPIDATED** – Any surface element, background, or support of any Sign that has finished materials that are missing, broken, bent, cracked, decayed, dented, harmful, hazardous, illegible, leaning, splintered, ripped, torn, twisted, or unsightly.
20. **ELECTRONIC VARIABLE MESSAGE SIGNS** – Electronic Variable Message Signs are any sign that utilizes changeable copy messages through internal illumination through light emitting diodes (LEDs) or other light sources. Electronic Variable Messages Signs are intended to be static and are subject to the same size and location restrictions as other signs regulated by this Article. The Electronic Variable Message portion of the sign shall not exceed forty (40) percent of the total sign face permitted, nor shall it be the only sign face. In addition, an Electronic Variable Message Sign is subject to the following restrictions:
- a. Any change in information on the Electronic Variable Message Sign shall not produce the illusion of moving objects, scrolling, blinking, flashing, expanding or contracting shapes, rotation or any similar visual effect of animation or movement.
 - b. Any Changeable Copy on the Electronic Variable Message Sign shall not change more than every fifteen (15) seconds. Any changes shall occur with an instant on/off cycle.
 - c. Electronic Variable Message Signs are permitted to contain time and temperature displays. The time and temperature shall remain static for not less than three seconds.
21. **ERECT or INSTALL** – To build, construct, attach, hang, place, suspend, affix, paint, display, apply, assemble or place in any manner, including but not limited to on the exterior of a building or structure.
22. **EXEMPT** – A sign permit is not a requirement; however, compliance with all other Town ordinances and the Unified Development Code, as it currently exists or may be amended, is required.
23. **EXEMPT SIGN** – Any sign either specifically exempted within this Article or any sign required to be displayed by federal, state or local laws. Exempt signs shall not be included in any numerical, coverage or size calculation.
24. **FARM / RANCH IDENTITY SIGN** - A Farm/Ranch Identity Sign is a sign mounted to a wall or engraved into a masonry block as part of an entry feature which identifies a farm or ranch.
- a. *Time* - A sign permit is required for the initial construction of the sign and entry feature. Changes to the sign copy shall not require a permit.
 - b. *Place* – A Farm/Ranch Identity Sign may be located on tracts of land with twenty (20) acres or more and used for agricultural purposes. The minimum setback for a Farm/Ranch Identity Sign shall be ~~ten-five~~ (40'5') feet from the right-of-way.
 - c. *Manner*. Farm/Ranch Identity Signs shall identify the name of the farm or ranch and may include additional information relevant to the identity of the farm or ranch such as address, contact information, and logo for the farm or ranch.
25. **FEATHER FLAG** – A Wind Device that contains a harpoon-style pole or staff driven into the ground for support. Feather Flags are prohibited in the Town unless the Feather Flag is located on a property with single-family or duplex zoning for which a certificate of occupancy has been issued and the Feather Flag is used for the sole purpose of expressing patriotism or for a celebration or holiday decoration. In this case, a Feather Flag may be installed a maximum of thirty (30) days.

26. **FLAG / FLAGPOLE** – A piece of fabric or other flexible material attached to a ground-supported staff on one end used as a symbol of a nation, state, political subdivision, or organization.
- a. *Time* – No sign permit required. A Flag shall not be placed on a property until a site plan is approved for development of the property.
 - b. *Place* – A Flag and its ground-supported staff shall be located on private property behind the property line. Flags may be placed at parks during social and athletic events.
 - c. *Manner* – At a property that contains a building with less than (<) four (4) floors, the maximum height of a ground supported Flagpole shall be forty (40') feet measured from the ground with the maximum area of the Flag not to exceed sixty (60) square feet in area. At a non-residential property that contains a building with four (4) floors or more above-ground, the maximum height of a Flagpole shall be sixty (60') feet measured from the ground with the maximum area of a Flag not to exceed ninety-six (96) square feet in area. A maximum of four (4) Flags or Flagpoles may be located on a property. A Flag not displayed on a ground-supported staff shall meet the permit and display requirements of a Banner.
27. **GARAGE SALE SIGN** – An on-site temporary Sign used to advertise a garage sale, yard sale, patio sale, or estate sale at an occupied residential property.
- a. *Time* – No sign permit required. A Garage Sale Sign shall not be erected for longer than three consecutive days.
 - b. *Place* – Garage Sale Signs shall be erected on private property not closer than ten (10') feet from the edge of any street pavement. Garage Sale signs shall not be placed on a vehicle, fence, pole, tree, median, or railing. Garage Sale Signs shall not be Balloons, Wind Devices or other type of Sign.
 - c. *Manner* – The maximum area of a Garage Sale Sign shall not exceed six (6) square feet. The maximum height of a Garage Sale Sign shall not exceed four (4') feet. A Garage Sale Sign shall not contain any balloons, streamers, pennants, flags, or wind devices.
28. **GASOLINE PRICE** – Gasoline price or credit card sign permanently affixed to pump islands not exceeding twelve (12) square feet. No sign permit is required. Gasoline Price signs associated with Canopy Signs, Monument Signs, and Pole/Pylon Signs shall be restricted to those specific sign-type regulations.
29. **GOVERNMENT AWARENESS SIGN** – A Government Awareness Sign is a temporary Stake Sign, Banner, or other apparatus including Flags, used to convey health, safety and welfare information to the public regarding Town, County, State, or Federal government requirements and regulations such as water restrictions, burn bans, or other similar information.
- a. *Time* – No sign permit required. No restrictions.
 - b. *Place* – No restrictions.
 - c. *Manner* – No restrictions.
30. **GOVERNMENT COMMUNITY EVENT SIGN** – A temporary Stake Sign, Banner, or other apparatus used to convey information to the public regarding Town-related activities and events.

- a. *Time* - No sign permit required. A Government Community Event Sign may be erected up to thirty (30) days prior to the event or activity, and shall be removed within two (2) business days after the event or activity.
 - b. *Place* – Government Community Event Signs shall only be placed at a public park and/or other government property that contains a public building; within a residential subdivision with written permission from the Homeowner's Association or its representative; at a private or public educational facility with permission; and at the event location.
 - c. *Manner* – A Governmental Community Event Sign shall not be placed in medians, easements, or within the right-of-way of any thoroughfare.
31. **GRAFFITI** – Pictures, words or slogans, images, or other artwork painted, drawn, scratched or applied in any manner to exterior walls, fences, structures, vehicles, stone, statues, buildings, or other items in public view not authorized by the owner of such property or allowed as a Mural. Graffiti includes the illegal or unauthorized defacing of a building, wall, or other edifice or object by painting, or otherwise, marking it with words, pictures, or symbols, advertising, logos, relations with a group, indecent/vulgar images or offensive language(s). Graffiti is prohibited in the Town.
32. **GRAND OPENING** – A commemoration that promotes the opening of a new business is a Grand Opening. A Grand Opening shall be within on-hundred eighty (180) days of the issuance of a Certificate of Occupancy from the Building Official. Grand Openings after on-hundred eighty (180) days after the issuance of a Certificate of Occupancy requires approval from the Building Official. A Grand Opening may only be located at the business that received a Certificate of Occupancy from the Building Official. A Grand Opening shall not exceed fourteen (14) consecutive days in length.
33. **GRAND OPENING BALLOON(S) and/or BALLOON ARRANGEMENT** – A Grand Opening Balloon is a visible airtight, inflatable apparatus with a maximum of one (1) square foot in total areas in various shapes and/or designs made of latex, mylar, or other similar material approved by the Building Official. A Grand Opening Balloon is customarily a hand-held device with a maximum twenty (20') feet in length cord, rope, string, wire or other similar material. Grand Opening Balloon Arrangements are Grand Opening Balloons tied, twisted, or connected in such a manner to design creative figures, shapes, crescents, and/or other displays.
- a. *Time* – A sign permit is required. Grand Opening Balloon(s) and/or Grand Opening Balloon Arrangements shall only be displayed during a Grand Opening at a business. Grand Opening Balloon(s) and/or Grand Opening Balloon Arrangements shall be removed within two (2) hours after the conclusion of the Grand Opening.
 - b. *Place* – Grand Opening Balloon(s) and/or Grand Opening Balloon Arrangements shall only be displayed within twenty (20') feet of the business' public entrance that has obtained a permit for a Grand Opening. Grand Opening Balloon(s) and/or Grand Opening Balloon Arrangements shall not be placed or displayed in front of (or at) other businesses. Grand Opening Balloon(s) and/or Grand Opening Balloon Arrangements shall not be attached to parking signs, bicycle stands, benches, trees, fences, poles, railings, vehicles, existing signage, display items, other structures, or placed in required parking spaces. Grand Opening Balloon(s) and/or Grand Opening Balloon Arrangements shall not block pedestrian or vehicular visibility or cause a safety hazard.
 - c. *Manner* – Grand Opening Balloon(s) and/or Grand Opening Balloon Arrangements may not exceed twenty (20') feet in height. Grand Opening Balloon(s) and/or Grand Opening Balloon Arrangements must be secured to the ground.

34. **HOA-NEIGHBORHOOD SIGN (HOA-NS)** – A temporary Stake Sign used to convey information regarding residential subdivision board meetings, announcements, or other subdivision-related events to residents within the subdivision.
- a. *Time* – No sign permit required.
 - b. *Place* – A HOA-NS shall be located on private property within the subdivision. A HOA-NS shall not be located along any major thoroughfare or street artery outside of the subdivision screening wall or perimeter barrier.
 - c. *Manner* – The maximum area of a HOA-NS shall not exceed six (6) square feet. The maximum height of a HOA-NS shall not exceed four (4) feet.
35. **HOLIDAY DECORATIONS** – Signs or materials displayed in a temporary manner on or prior to traditional, civic, patriotic or religious holidays. No sign permit is required.
36. **HOME IMPROVEMENT SIGN** – An on-site temporary Stake Sign that advertises the name, phone number, website address, and/or type of construction being performed on the property, such as a roof, fence, pool, paint, landscape, or other home improvement contractor.
- a. *Time* – No sign permit required. A Home Improvement Sign shall be removed within fifteen (15) days of being initially installed or when the home improvement work is completed, whichever occurs first.
 - b. *Place* – A Home Improvement Sign shall be located only on the lot at which the home improvement is occurring. A Home Improvement Sign shall be erected on private property no closer than ten (10') feet from the edge of any street pavement or designated roadway.
 - c. *Manner* – A Home Improvement Sign shall not exceed six (6) square feet in area. A Home Improvement Sign shall not exceed four (4') feet in height. A maximum of one (1) Home Improvement Sign shall be erected on a lot.
37. **HUMAN SIGN** – A sign held by or attached to a human being who stands or walks on the ground, on-site at a business location. A Human Sign includes a person dressed in costume, both, for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, or product.
- a. *Time* – No sign permit required. Human Signs may be displayed twenty-four (24) hours each and every continuing day.
 - b. *Place* – Human Signs shall be located on private property where a sale, event, promotion, or the like is taking place. Human Signs may not be Off-Location from where a promotion, sale, event, or the like takes place.
 - c. *Manner* – Human Signs may not hold or carry Wind Devices, Flags, or Balloons. Human Signs shall only be persons who stand or walk on the ground on private property. Podiums, risers, stilts, vehicles, roofs, or other structures or devices shall not support a Human Sign.
38. **ILLUMINATED SIGN** – A Sign designed or made that consists of lights, LEDs, or other form of illumination that displays a message or picture that does not scroll, fade, blink, flash, travel, or any other means that does not provide constant illumination.
39. **IMPOUNDED SIGN** – A Sign that is legally removed by a Town-authorized official, inspector, officer, other Town employee(s) or Town-authorized person(s) in accordance with the provisions of this Article.

40. **INFLATABLE DEVICE SIGN (IDS)** – A Sign manufactured of plastic, cloth, canvas, or other flexible or light fabric, inflated with air, secured to the ground, does not float, and does not exceed thirty (30') feet in height. An IDS may be considered as part of a Special Event Sign Permit.
- a. *Time* – A sign permit is required. The sign permit must be displayed in a conspicuous place visible from the street for the purpose of walk-up inspection. A sign permit shall not be issued until the Town has issued a Certificate of Occupancy for the business that elects to display an IDS. One (1) IDS may be erected on a lot for no more than three (3) fourteen (14) day periods per calendar year. A business can only display one (1) IDS at a time. In the case of multiple businesses or tenants located on a single lot, each business is allowed to erect an IDS on the lot for three (3), fourteen (14) day periods, provided that not more than one (1) IDS is installed along any street frontage at the same time.
 - b. *Place* – An IDS shall not be located in required parking spaces, or driveways that provide access to parking spaces or fire lanes, nor shall any IDS or its securing devices encroach into a right-of-way. IDSs are only permitted within a non-residential zoning district.
 - c. *Manner* – An IDS shall be secured directly to and not floating from the ground. An IDS shall not be placed on a roof, canopy, parking garage, or awning, or suspended or floating from any building or garage. The maximum height of an IDS shall not exceed thirty (30') feet. One (1) Banner may be applied to an IDS. A Banner applied to an IDS shall not count toward the allotted number of Banners during a calendar year. The maximum area of a Banner applied to an IDS shall not exceed forty-eight (48) square feet. An IDS shall not be installed within two-hundred (200') feet from another IDS measured in a straight line in any direction. Cloud Buster Balloons, blimps, Wind Devices or any similar type of apparatuses are not an IDS. Holiday decorations not specifically associated with a Sign are not considered as an IDS.
41. **INSTRUCTIONAL / INFORMATIONAL SIGN** – The sole purpose of an Instructional/Informational Sign is to provide instruction, information, or direction to the general public that is essential to the health, safety, and public welfare of the community. An Instructional/Informational Sign shall contain no other message, copy, announcement, or decoration other than the essential instruction, information or direction and shall not advertise or otherwise draw attention to an individual, business, commodity, service activity, or product. Such signs shall include, but are not limited to: a Sign identifying a property address, street address, restrooms, public telephones, handicap parking spaces, reserved parking spaces, freeze warning, no trespassing, no dumping, no loitering, no soliciting, beware of warning, Cattlemen's Association membership, water resource information, neighborhood watch information, lock/take & hide information, construction entrance, and/or exit signage. Instructional/Informational Signs will include a Sign of a warning, directive or instruction erected by a public utility company that operates under a franchise agreement with the Town and/or signs required by Federal, State or other local authorities.
- a. *Time* – A sign permit is not required. No Restrictions.
 - b. *Place* – No Restrictions.
 - c. *Manner* – The maximum area of an Instructional/Informational Sign is sixteen (16) square feet.
42. **INTERNAL SIGN** – Sign visible only from the property on which located or visible off the property only through a window or windows from which they are set back at least ten (10') feet. No sign permit is required.

43. **KIOSK (PANEL) SIGN (KPS)** - A Kiosk (Panel) Sign is a free-standing structure typically located in Town rights-of-way that features a Town of Northlake identification panel at the top of each structure and provides a uniform, coordinated method to display information to direct the public to residential developments; new homes; municipal and community facilities and events; schools; churches; and businesses while discouraging the placement of other unsightly and hazardous off-site directional signs.
- a. *Time* - The Town Council may, by duly executed license agreement(s), grant the exclusive right to design, erect, and maintain Kiosk (Panel) Signs within the Town limits.
 - b. *Place* - Kiosk (Panel) Signs may be placed in the right-of-way of any Town street as long as the location does not interfere with the use of sidewalks, walkways, and trails; does not obstruct the visibility of motorists, pedestrians or traffic control signs; and is not placed within the sight visibility triangles of any intersection. Kiosk (Panel) Signs may be placed on private properties adjacent to the street subject to agreement of the property owner when space is unavailable in the right-of-way.
 - c. *Manner* - Kiosk (Panel) Signs shall be designed in accordance with the following standards:
 - 1) Kiosk (Panel) Signs must be designed and constructed according to the specifications in an executed license agreement with a contractor in addition to the following general specifications.
 - 2) Prior to erecting any kiosk sign, the licensee shall submit a sign location map to the Town Administrator or his/her designee for approval.
 - 3) Kiosk (Panel) Sign installations shall include break-away design features as required for traffic signs in the street right-of-way.
 - 4) No signs, pennants, flags or other devices for visual attention or other appurtenances shall be attached to Kiosk (Panel) Signs.
 - 5) The color of the panels and letters shall be uniform throughout the entire Town.
 - 6) The cost of production, installation, maintenance, and relocation or removal of the Kiosk (Panel) Sign shall be the responsibility of the licensee, or, if located on private property, the licensee and the property owner shall have joint and severable liability.
 - d. *Approval*. The design and manner of Kiosk (Panel) Signs must be uniform and approved by the Town Council.
44. **LOGO** – Any design, insignia or other marking of a company or product, which is used in advertising to identify the company, business or product.
45. **MEMORIAL SIGN** – Markers, plates, plaques, etc. when deemed an integral part of a structure building or landscape. No sign permit is required.
46. **MENU BOARD SIGN** – A sign erected in conjunction with a use that incorporates a drive-thru or drive-in and generally used to provide service and/or product options and pricing for patrons who remain in a vehicle.
- a. *Time* – A sign permit is required. A sign permit shall not be issued to erect or place a Menu Board Sign on a property until a site plan is approved for the development of the property and after issuance of a Building Permit for a building on the property.

- b. *Place* – A Menu Board Sign is permitted only in conjunction with a non-residential use or in a non-residential zoning district. The minimum front building setback is twenty-five (25') feet from the property line.
 - c. *Manner* –
 - 1) *Drive-thru Menu Board Sign* – A Menu Board Sign shall be supported from the grade to the bottom of the sign having or appearing to have a solid base. The design, materials, and finish of the Menu Board Sign shall match those of the building(s) on the same lot. One (1) Menu Board Sign is permitted per drive-thru use on a lot. The maximum area of a Menu Board Sign is sixty (60) square feet. The maximum height of Menu Board Sign is six (6') feet.
 - 2) *Drive-thru Pre-Order Sign* – A Drive-thru Pre-Order Sign shall be supported from the grade to the bottom of the sign having or appearing to have a solid base. The design, materials, and finish of a Drive-thru Pre-Order Sign shall match those of the building(s) on the same lot. One (1) Drive-thru Pre-Order Sign is permitted at the entrance of the drive-thru lane on a lot. The maximum area of a Drive-thru Pre-Order Sign is twenty-four (24) square feet in area. The maximum height of a Drive-thru Pre-Order Sign is six (6') feet.
 - 3) *Drive-in Menu Board Sign* – A Drive-in Menu Board Sign shall be supported from the grade to the bottom of the sign having or appearing to have a solid base. If the drive-in stalls are covered by a canopy, the Drive-in Menu Board signage may be attached directly to the canopy support columns. The design, materials, and finish of a Drive-in Menu Boards Sign shall match those of the building(s) on the same lot. One (1) Drive-in Menu Board Sign is permitted per ordering station. The maximum area of a Drive-in Menu Board Sign is nine (9) square feet in area. The maximum height of a Drive-in Menu Board Sign is six (6) feet.
 - 4) *Noise Level* – A Drive-thru or Drive in Menu Board Sign which engages a speaker or other form of audible communication between the vehicle and store shall conform to Article 7.200 of the Northlake Code of Ordinances.
47. **MERCHANDISE SIGNS AND/OR DISPLAYS** – Any goods, wares, merchandise or other advertising object or structure suspended, applied, erected, installed from or on any building, or pole, structure, sidewalk, parkway, driveway, parking area, fuel pump island or its supports, bridge or overpass for the purpose of advertising such items or attracting patrons. Merchandise Signs and/or Displays are prohibited within the Town, except as specifically allowed by any Town ordinance or required by Federal or State law.
48. **MOBILE ADVERTISEMENT SIGN** – An operable or inoperable vehicle with illuminated or non-illuminated panels, other devices, or appendages used to advertise, promote or draw attention to products, services, events, or other similar purpose. The primary purpose of a Mobile Advertisement Sign is advertising.
- a. *Time* – No requirement.
 - b. *Place* – A Mobile Advertisement Sign is prohibited from being parked, driven, stationed, or moving in any manner on private property within the Town for longer than twenty (20) minutes per twenty-four (24) hour day.
 - c. *Manner* – A Mobile Advertisement Sign shall only be driven on public streets in the Town.

49. **MODEL HOME SIGN** – A Sign used to identify a builder or contractor model house that is open to the public for inspection by customers and located within a residential zoning district. A Model Home Sign provides a builder's name, Logo, hours of operation, website information, and/or telephone number.

- a. *Time* – A sign permit is required. A sign permit shall not be issued until a final plat has been approved for development of the subdivision. A sign permit for a Model Home Sign will not be issued until after a Building Permit has been issued for construction of a dwelling model home or temporary sales trailer.
- b. *Place* – A Model Home Sign is permitted on a lot that has been issued a Building Permit for construction of a residential dwelling or temporary sales trailer. One (1) Model Home Sign is allowed per residential lot. The minimum front setback of a Model Home Sign shall be ~~fifteen-five~~ (45') feet from the property line. The minimum side or rear setback of a Model Home Sign shall be ten (10') feet from the property line.
- c. *Manner* – The maximum area of a Model Home Sign shall not exceed forty-eight (48) square feet. A Model Home Sign shall be supported from the grade to the bottom having a solid base with a one (1') foot masonry border or decorative embellishment border. All decorative embellishment borders and/or masonry borders will be included in the calculation of the total area of the Model Home Sign. The maximum height of a Model Home Sign shall not exceed five (5') feet. The average finished grade of the lot shall not be altered to increase the height of the Model Home Sign. Model Home Signs shall not contain Neon.

50. **MONUMENT SIGN** - A sign supported from the grade to the bottom of the sign having or appearing to have a solid and opaque base and used to identify tenants or name of a business located within a development or on a separately platted lot within a planned development.

- a. *Time* - A sign permit is required. A sign permit shall not be issued to erect, install or place a Monument Sign on a property until a site plan and/or final plat has been approved for development of the property and after the issuance of a building permit for a building on the property.
- b. *Place* – Monument Signs are permitted in nonresidential zoning districts or nonresidential areas and on a lot containing an apartment complex, daycare facility, school, community center, amenity center, marketing center, or religious facility. A Monument Sign is permitted on the same lot as a Multi-Tenant Development Sign (MTDS), but the total number of MTDS and Monument Signs located within a development shall generally not exceed the number of lots located within the development. The total number of signs shall not be permitted to exceed the total number of lots in the development when additional Monument Signs or MTDS are permitted on a property. The minimum front yard setback for a Monument Sign is ~~fifteen-five~~ (45') feet from the property line. The minimum side and rear setback from the property line shall be equal to the height of the Monument Sign. Monument Signs shall not be placed within any designated or dedicated public utility easements without the approval of an Easement Use Agreement from the appropriate utility.
- c. *Manner* -
 - 1) The design, materials, and finish of a Monument Sign shall match those of the buildings on the same lot. A Monument Sign shall contain a minimum one (1') foot masonry with mortar border around all sides. A Monument Sign constructed entirely of masonry materials, shall satisfy the one (1') foot masonry border requirement. Back-lit

Monument Signs shall be inset into the pedestal rather than attached or applied to the pedestal.

- 2) Monument Signs constructed in conjunction with MTDS shall be consistent with the building elements and materials of the MTDS within the development. Architectural embellishments are also encouraged and may be considered through the review of a Unified Sign Development Plan.
- 3) A lot is allowed a maximum of one Monument Sign per street frontage.
- 4) The maximum area of a Monument Sign, including the one (1') foot masonry border, is sixty (60) square feet.
- 5) The maximum height of a Monument Sign is eight (8') feet.
- 6) Monument Signs are permitted to contain electronic variable messages subject to the following conditions:
 - i. Electronic variable message Monument Signs shall only be permitted along a major arterial or greater as designated in the Town's thoroughfare plan, as it currently exists or may be amended.
 - ii. Electronic variable message Monument Sign characters shall have a minimum height of ten (10") inches and a maximum height of sixteen (16") inches.
 - iii. Electronic variable message Monument Signs shall not be animated, flash, travel, blink, fade, or scroll.
 - iv. Electronic variable message Monument Signs shall remain static for not less than fifteen (15) seconds.
 - v. Electronic variable message Monument Signs are permitted to contain time and temperature displays. The time and temperature shall remain static for not less than three seconds.
 - vi. Electronic variable message Wall signs are also permitted, but only one (1) variable message sign, either Monument or Wall, is permitted per lot.

51. **MONUMENT (INTERNAL) SIGN (MIS-2).** A MIS-2 is a sign that is supported from the grade to the bottom of the sign having, or appearing to have, a solid base and generally used to provide direction to drive-thru lanes, buildings, and tenants within large multi-tenant retail, multifamily, or office developments. A MIS-2 is permissible subject to the following conditions:

- a. *Time* - A sign permit is required. A sign permit shall not be issued to erect, install or place a MIS-2 on a property until a site plan and/or final plat has been approved for development of the property and after the issuance of a building permit for a building on the property.
- b. *Place* - A MIS-2 is permitted only in conjunction with a nonresidential use or in a nonresidential zoning district. Minimum front setback is seventy-five (75') feet from the property line. The minimum rear and side yard setback shall be equal to the height of the sign.
- c. *Manner* –

- 1) The design, materials, and finish of MIS-2s shall match those of the buildings on the same lot. MIS-2s constructed in conjunction with MTDS and/or Monument Signs shall be consistent with the building elements and materials of the MTDS and Monument Signs on the same lot and within the same development.
 - 2) If a property averages more than two (2) MIS-2s per acre, a Unified Sign Development Plan must be approved prior to placement of the MIS-2s.
 - 3) The maximum area of a MIS-2 is sixty (60) square feet.
 - 4) The maximum height of a MIS-2 is eight (8') feet.
52. **MOVING SIGN** - Any sign, sign appendages or apparatus designed or made to move freely in the wind or designed or made to move by an electrical or mechanical device. Moving signs, and/or any sign appendage that moves, are prohibited in the Town.
53. **MULTI-TENANT DEVELOPMENT SIGN (MTDS)** - A MTDS is a sign that is supported from the grade to the bottom of the sign having, or appearing to have, a solid base or a sign that is supported by poles or supports in or upon the ground independent of any building and is used to identify multiple tenants within a development. A MTDS is permissible on a nonresidential zoned property subject to the following conditions.
- a. *Time* - A sign permit is required. A sign permit shall not be issued to erect, install or place a MTDS on a development containing multiple parcels until a Unified Sign Development Plan has been approved. A Unified Sign Development Plan is not required for a MTDS on a single parcel development. A sign permit for a MTDS shall not be issued to erect, install or place a MTDS until a subdivision plat, preliminary site plan, and/or site plan for the property has been approved and after issuance of a building permit for a building within the development.
 - b. *Place* –
 - 1) MTDS shall be located within a development that may contain multiple tenants and/or multiple lots under a single development.
 - 2) A MTDS is permitted on the same lot as a Monument Sign, but the total number of MTDS and Monument Signs located within a development shall generally not exceed the number of lots located within the development. The total number of signs shall not be permitted to exceed to the total number of lots in the development when additional MTDS are permitted on a property.
 - 3) The minimum front setback for a MTDS is ~~fifteen-five~~ (45') feet from the property line.
 - 4) No minimum side yard and rear yard setbacks are required for a MTDS, but a MTDS shall not be located closer than seventy-five (75') feet to another MTDS or a Monument Sign.
 - c. *Manner* -
 - 1) A MTDS shall be constructed of materials and a design consistent with the buildings located on the property.
 - 2) The maximum area and height of a MTDS shall be based on the classification of the streets adjacent to the development.

Street Classification	Maximum Area	Maximum Height
Local and Collector Streets	Fifteen (15) square feet per tenant up to one hundred twenty (120) square feet inclusive of development identification	Twelve (12') Feet
Arterials	Twenty five (25) square feet per tenant up to three hundred (300) square feet inclusive of development identification	Twenty (20') Feet
Limited Access Highways	Forty (40) square feet per tenant up to six hundred (600) square feet inclusive of development identification	Sixty (60) Feet

- 3) Architectural embellishments for MTDS are encouraged. Exceptions in maximum height and area may be considered through the review of the Unified Sign Development Plan.
 - 4) One MTDS is permitted per street frontage of the development. One additional MTDS is permitted along a street for each additional seven hundred and fifty (750') linear feet, or portion thereof, of street frontage that exceeds seven hundred and fifty (750') linear feet of street frontage.
 - 5) Variable messages are generally not permitted within MTDS but may be considered through the review of the Unified Sign Development Plan.
54. **MUNICIPAL BANNER** - A temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other light fabric or similar material, with the only purpose of such non-rigid material being for background used by the Town, either acting alone or in cooperation with another person or entity, to promote the Town, aide in economic development or economic activity in the Town, promote citizenry and good will, promote awareness of happenings in the Town, promote municipal-related places, activities, events, or promote municipal-related information or an event or similar happening determined by the Town to directly relate to the Town's objectives in speaking on its own property. A Municipal Banner includes ornamentations and seasonal decorations.
- a. *Time* - Written permission from the Town Administrator or his/her designee is required. No time restriction.
 - b. *Place* - A Municipal Banner may be erected on any Town-owned property, including but not limited to pavilions, fences, walls, vehicles, poles and light poles, and/or any other structure or apparatus approved by the Town Administrator or his/her designee.
 - c. *Manner* - Municipal banners shall not be faded, tattered or torn.
55. **MURAL** - Pictures or artwork painted, drawn or applied on the exterior walls that does not depict or contain advertising, logos, or images of a product or service available onsite or off-location.

- a. *Time* - A sign permit is required. A sign permit shall not be issued to paint, draw, apply or place a mural on a property until a site plan and/or final plat is approved for development of the property and after issuance of a building permit for a building on the property.
 - b. *Place* - A Mural shall be located above grade and below a roof and only be located within a nonresidential zoned district. Murals shall not be applied to a roof or other similar cover of a building or structure.
 - c. *Manner* - The maximum area of a Mural shall not exceed the length or height of the exterior wall on which it is painted, drawn or applied. A Mural shall not face a residential neighborhood, unless separated by a major thoroughfare. Murals are permitted only in conjunction with a nonresidential use or in a nonresidential zoning district.
56. **NAME SIGN** – Sign having an area of not more than two (2) square feet, the message of which is limited to conveying the address and/or name of the premises, and/or owner, and/or occupant of the premises. No sign permit is required.
57. **NEGLECTED SIGN** - A sign that has any missing panels, burned out lights, missing letters or characters, has rust, has loose parts, has damage, faded from its original color, supports or framework with missing sign or parts, or is not maintained. Neglected signs are prohibited in the Town.
58. **NEON TUBING** - A discharge tube containing neon that ionizes and glows with various colors when electric current is sent through it.
59. **NONCONFORMING SIGN** - Any sign and its supporting structure that does not conform to all or any portion of this Article and was in existence and lawfully erected prior to the effective date of this Article; and was in existence and lawfully located and used in accordance with the provision of any prior ordinances applicable thereto, or which was considered legally nonconforming thereunder, and has since been in continuous or regular use; or was used on the premises at the time it was annexed into the Town and has since been in regular and continuous use.
60. **NOTICE** - Notice required by this Article shall be sufficient if it is effected by personal delivery, registered or certified mail, return receipt requested, by the United States Postal Service and/or posting at premises.
61. **OFF-LOCATION or OFF-PREMISES SIGN** - A sign that advertises, promotes, or pertains to a business, person, organization, activity, event, place, service, product, etc. at a location other than where the business, person, organization, activity, event, place, service, product, etc. is located. Off-location and off-premises signs are prohibited in the Town Limits. Off-location and off-premises signs located within the extraterritorial jurisdiction of the Town are subject to this Article.
- a. *Construction of off-premises signs prohibited in extraterritorial jurisdiction.* The construction of off-premises signs is hereby prohibited in the extraterritorial jurisdiction.
 - b. *Alteration of off-premises signs in extraterritorial jurisdiction.* Off-premises signs in the extraterritorial jurisdiction may be altered only as follows:
 - 1) Advertising copy, including letters, symbols, or other matter on the sign, may be changed, including the exchange of display faces that are designed to be interchangeable to facilitate the display of advertising copy; provided, however, display faces that are designed to be permanently attached to the supporting sign structure may be replaced only with display faces composed of like materials, e.g., a plywood

display face may be replaced only with a plywood display face. Display faces may be replaced only with display faces that are the same size or smaller than the size initially permitted, plus cut-out extensions that do not exceed twenty (20) percent of the registered sign area. The temporary use of a sign with a display face that is smaller than the size that was initially registered shall not bar the replacement of the display face with a larger display face, provided that it shall not exceed the size reflected in the initial registration. Notwithstanding anything herein to the contrary, vinyl, paint, or pasted paper may be affixed to a display face composed of any material;

- 2) A sign which has been blown down or otherwise destroyed by wind, fire or damages from any other source, may be repaired, provided that the cost of repairing the sign is sixty (60) percent of the cost of erecting a new sign of the same type at the same location, or less. If the cost of repairing the sign is more than sixty (60) percent of the cost of erecting a new sign of the same type at the same location, the sign may not be altered, reconstructed, repaired or replaced, and the owner shall remove the sign or bring it into compliance with this chapter and all other applicable ordinances; and
 - 3) Maintenance operations may be performed on the sign. For purposes of this section, "maintenance operations" means the process of keeping a sign in good repair. Maintenance operations include (1) cleaning; (2) painting; (3) repair of parts with like materials in a manner that does not alter the basic design or structure of the sign, provided that the cost of all repairs performed during any consecutive three hundred sixty-five-day period is not more than sixty (60) percent of the cost of erecting a new sign of the same type at the same location; and (4) replacement of parts with like materials in a manner that does not alter the basic design or structure of the sign, provided that the cost of all replacement of parts performed during any consecutive three hundred sixty-five-day period is not more than sixty (60) percent of the cost of erecting a new sign of the same type at the same location. The 365-day period limitation shall not apply to a sign that has been blown down or otherwise destroyed as described in paragraph 2 above. Examples of actions that are not maintenance operations and are therefore prohibited include, without limitation: (1) converting a sign from a multiple pole structure to a monopole structure; (2) replacing wooden components with metal components; (3) increasing the area or height of a sign, except for increases in area permitted under subsection (1) above; (4) adding illumination to a non-illuminated sign; (5) adding additional display faces; and (6) converting a sign to utilize animated display or moveable copy technology, including but not limited to signs featuring Tri-Vision technology. If a sign is dismantled for any purpose other than an alteration or maintenance operation permitted hereunder, the sign may not be altered, reconstructed, repaired or replaced, and the owner shall remove the sign or bring it into compliance with this Article and all other applicable ordinances.
 - 4) All other alterations of any nature whatsoever in connection with nonconforming signs are prohibited. If any such alteration is performed, the owner shall remove the sign or bring it into compliance with this chapter and all other applicable ordinances. The cost of any accessory use to a sign, including without limitation a communication antenna and support facilities, shall not be included in calculating the cost of erecting a new sign at the same location pursuant to subsections (2) and (3) above.
62. **ON-SITE** - The property or location on which a business, person, organization, activity, event, place, service, product, etc. is located.
63. **OPEN HOUSE RESIDENTIAL SIGN** - A temporary Stake Sign used to advertise the name of a realtor or homeowner, phone number, date, open house address, and/or time of a residential open house.

- a. *Time* - No sign permit required. OHRS shall be erected no earlier than 9:00 a.m. Saturday before the open house and shall be removed no later than 6:00 p.m. Sunday of the open house during the same weekend. OHRS shall not be erected during week days.
 - b. *Place* - OHRS shall be located only on private residential property with the consent of the property owner and the subject property having the open house.
 - c. *Manner* - The maximum area of an OHRS sign shall not exceed six (6) square feet. The maximum height of an OHRS shall not exceed four (4) feet. An OHRS shall not contain balloons, streamers, flags, pennants, or other wind devices. An OHRS shall not be placed on a vehicle, fence, pole, tree, or railing.
64. **PARKWAY SIGN** – Any temporary on or off-premise sign located within the public right-of-way not already defined and allowed within this Article. Parkway Signs are prohibited within the Town of Northlake.
65. **PENNANT** - Any lightweight plastic, fabric or other material, whether or not it contains a message of any kind, suspended from a rope, wire, cord, string or other similar material designed to move in the wind whether existing in a series or individually. Pennants are generally prohibited in the Town unless permitted through a Grand Opening or Special Event Sign Permit.
66. **PERSON** - Any person, firm, partnership, corporation, company, limited liability company, organization, business or entity of any kind.
67. **POLE/PYLON SIGN** - A sign erected on a vertical framework consisting of one or more uprights supported by the ground independent of support from any building.
- a. *Time* – A Sign permit is required. A Sign permit shall not be issued to erect, install or place a Pole/Pylon Sign on a property until a site plan ~~and a sign visibility study~~ has been approved for development of the property and after the issuance of a building permit for a building on the property. ~~A sign visibility study shall show the need for a pole/pylon sign due to limited visibility from the adjacent right-of-way due to topography or distance.~~
 - b. *Place* - Pole/Pylon Signs ~~are~~ shall only be permitted ~~in-for~~ nonresidential zoning districts ~~uses or in nonresidential areas~~ zoning districts and on a lot containing a daycare facility, school, community center, amenity center, marketing center, or religious facility. The minimum front yard setback for a Pole/Pylon Sign is ~~fifteen-five~~ (45') feet from the property line. The minimum side and rear setback from the property line shall be equal to ten (10) percent of the lot width. Pole/Pylon Signs shall not be placed within any designated or dedicated public utility easements without the approval of an Easement Use Agreement from the appropriate utility. Pole/Pylon Signs shall not be placed within two hundred fifty (250') feet of another Pole/Pylon Sign.
 - c. *Manner* – The maximum area and height of a Pole/Pylon Sign shall be based on the ~~proximity of the development to the adjacent street classification~~ location and street frontage of the site.

Street Classification <u>Site Frontage</u>	Maximum Area	Maximum Height	Maximum Number
<u>Any street classified as a Local and/or Collector Streets</u>	Not Permitted	Not Permitted	One (1)
<u>Any street classified as an Arterials</u>	Not Permitted	Not Permitted	

<u>IH 35W south of Denton Creek</u>	<u>Two hundred fifty (250) square feet</u>	<u>Sixty five (65') feet</u>	
<u>Limited Access Highways</u> <u>(IH 35W north of Denton Creek</u> <u>and SH 114)</u>	One hundred fifty (150) square feet	Forty five (45') feet	

68. **POLITICAL SIGN** - A sign that relates to the election of a person to a public office, relates to a political party, relates to a matter to be voted upon at an election called by a public body, or contains primarily a political message.
- a. *Time* - No Sign permit required. Signs shall be removed within ten (10) days of the date of the election.
 - b. *Place* - Political signs shall be located only on private property, and may be located on fences, with the consent of the property owner. A Political Sign shall not be, located on any public property, located within a designated easement or right-of-way, or erected closer than ten (10') feet from the edge of the street pavement unless located on a fence.
 - c. *Manner* - Political Signs shall not exceed eight (8') feet in height measured from the ground to the highest point of the sign. Political Signs shall not exceed thirty-six (36) square feet in area. Political signs shall not be illuminated. Political Signs shall not contain any moving elements or parts. Political Signs shall not be dilapidated or cause a hazard.
69. **PORTABLE SIGNS** - Any sign designed or intended to be relocated from time-to-time, whether or not it is permanently attached to a building or structure, or is located on the ground. Portable Signs include signs on wheels or on portable or mobile structures, such as, among other things, trailers, skids, banners, tents or other portable structures, A-frame signs, T-shaped signs, airborne devices, or other devices used for temporary display or advertising. Portable Signs are prohibited in the Town except as specifically allowed by this Article.
70. **PROHIBITED LIGHT/LIGHTS** - Lights are any form of light sources or lumens, whether by electromagnetic radiation, flame, reflection, or any other form of lumens that acts upon the retina of the eye and optic nerve that makes sight possible. Prohibited Lights are lights that blink, strobe, flash, fade, scroll, or anything other than stationary or static that attracts the attention of the general public, or causes light pollution or light trespass. Prohibited Lights placed in any manner where the light is visible from the exterior of a business or other nonresidential use facility are prohibited in the Town. Exception: Federal, state and municipal authorized emergency devices or apparatuses, emergency vehicles, utility repair vehicles, fire and building code light devices for emergency and/or security purposes, or other required lighting for public safety purposes are not prohibited and must comply with all applicable ordinances or regulations.
71. **PROHIBITED SIGNS** – It shall be in violation of this Article for any person, company or agent to erect, place display or locate any sign having any of the following characteristics. Signs deemed unsafe to the general public either due to the location the sign is erected or the condition of the sign may be removed immediately by the Building Official or their designee.
- a. *Unreferenced or No Permit Issued* - Any sign not referenced in or governed by this Article or any sign erected or installed without the issuance of a permit either prior to or after the adoption of this Article (if a permit is required).
 - b. *Odor or Visible Matter Emitting* – No sign shall be permitted that emits odor or visible matter.

- c. *Blocking of Public Access* – No sign shall block or obstruct public access, fire escapes, traffic visibility, or public utilities. No sign shall be erected or installed in or over a public right-of-way or access easement, unless permitted within this Section.
 - d. *Imitation Governmental Signs* – No signs shall imitate governmental signs including traffic control signs and/or devices.
 - e. *Obscenities* – No sign shall contain obscene, indecent, or immoral words, pictures or other matter.
 - f. *Obstruction of Traffic Signal Visibility* – No sign shall be located in the direct line of vision of any traffic control signal from any point in a moving traffic lane within fifty (50') of such signal.
 - g. *Painting on Streets* – No painting, marking or attachment of a sign to the street, sidewalk, and building other than house numbers or occupant's name or as provided within this Article.
 - h. *Proximity to Power Lines* – No portion of any sign shall be located closer than ten (10') feet to any overhead power or service line.
 - i. *Signs on Utility Poles* – No sign shall be placed on or attached to other signs, utility poles, fire hydrants, trees, flag poles, street lamps or other means of support of an outdoor advertising display.
 - j. *Decorative Flags* – Flags other than national, state, municipal or corporate flags as permitted by this Article shall not be permitted in non-residential districts.
72. **PROJECT/DEVELOPMENT SIGN (PDS)** - A temporary sign used to advertise or display contact information of property owners, opening dates, architects, contractors, engineers, landscape architects, and/or financiers, who are engaged with the design, construction, improvement or financing of a residential subdivision with homes under construction within the subdivision to which it pertains or within a commercial project to which it pertains. PDS is generally constructed of wood, metal or other similar materials approved by the Building Official. A PDS may include zoning information and advertise residential builders selling homes within a subdivision. In no case shall a PDS contain information that pertains to off-premise uses.
- a. *Time* - A Sign permit is required. The sign permit number, date installed, and sign contractor's name must be placed on the sign in no less than one (1") inch in height in a conspicuous place on the sign. PDS signs must be removed when ninety-five (95%) percent of the buildings/homes in the commercial project/subdivision have been issued a Certificate of Occupancy.
 - b. *Place* - The PDS shall be installed no closer than ~~fifteen-five~~ (15') feet to any property line. The minimum distance between a PDS and another PDS is two hundred (200') feet.
 - c. *Manner* - A PDS installed on a lot where a contractor requests a final inspection must be removed prior to the final inspection and issuance of a Certificate of Occupancy. The maximum area of a PDS is ninety-six (96) square feet. The maximum height of a PDS is sixteen (16') feet. A maximum of one PDS is allowed per every seven hundred fifty (750') feet of major street frontage of the subdivision.
73. **PROJECTING SIGN** - A sign attached and projecting out from a building face or wall, generally at a right angle to the building.

- a. *Time* - A sign permit is required. A sign permit shall not be issued to erect or install a Projecting Sign at a property until a building permit is issued for the building where Projecting Sign is to be attached.
 - b. *Place* - A Projecting Sign is permitted only in conjunction with a nonresidential use or in a nonresidential district provided no portion of the sign extends over the required building line more than twenty-five (25) percent of the minimum building setback requirement for that zoning district. When a projecting sign is constructed over a pedestrian sidewalk, a minimum of nine (9') feet of clearance shall be provided between the grade of the sidewalk and the lowest portion of a Projecting Sign. No Projection Sign shall extend above the top plate line of the associated building.
 - c. *Manner* - The maximum area of a Projecting Sign is fifty (50) square feet per sign face. No Pole or Monument Sign shall also be located on the property.
74. **PROPERTY** - An area of real estate designated as a parcel or lot on a final plat approved by the Town and filed with the county clerk's office, or an unplatted tract of land as shown on an abstract.
75. **PUBLIC NUISANCE** - Any sign or similar device that causes annoyance either to a limited number of persons or to the general public or because of its attraction causes a hazard or dangerous condition.
76. **PUBLIC VIEW** - Visible from any public right-of-way, Town right-of-way, or access easement.
77. **RESIDENTIAL REAL ESTATE SIGN (RRES)** - An on-site, temporary Stake Sign used to advertise a home or residential property for sale or lease. A RRES is used to advertise the name of the owner or realtor, telephone number, property information, and/or website address.
- a. *Time* - No sign permit required. A RRES may be erected 24 hours each and every day.
 - b. *Place* - A RRES shall be erected only on the lot on which the home or property is for sale or lease. A RRES shall be erected no closer than ten (10') feet from the street pavement.
 - c. *Manner* - A RRES shall not exceed six (6) square feet in area. The maximum height of a RRES shall not exceed four (4') feet. A maximum of one RRES shall be erected on a lot.
78. **REVOLVING SIGN** - Any sign that turns, spins, or partially revolves or completely revolves three hundred sixty (360) degrees on an axis. Revolving signs are prohibited in the Town.
79. **ROADWAY TYPE** – Roadway type shall be defined as per the latest adopted thoroughfare plan of the Town.
80. **ROOF SIGN** - A sign mounted on and supported by the roof portion of a building or above the uppermost edge of a parapet wall of a building and which is wholly or partially supported by such a building or a sign that is painted directly to or applied on the roof or top of a building or structure. Roof signs are prohibited in the Town.
81. **SANDWICH BOARD SIGN** - See "A-frame sign", above.
82. **SCHOOL SIGN** - An onsite temporary Stake Sign used to convey school registrations, enrollments, open houses, award ceremonies, PTA meetings, or other school-related events or functions for a public or private educational facility to where the information pertains. A School Sign excludes information pertaining to dates, times, and/or locations of scheduled athletic games.

- a. *Time* - A School Sign may be erected up to seven (7) days prior to the event and shall be removed no more than forty-eight (48) hours after the conclusion of the meeting or event.
 - b. *Place* - With permission of the owner, a School Sign shall be placed at a private or public school, and/or at an improved property that has received a Certificate of Occupancy. A School Sign shall be erected on private property not closer than ten (10') feet from the edge of any street pavement.
 - c. *Manner* - The maximum area of a school sign shall not exceed six (6) square feet. The maximum height of a school sign shall not exceed four (4') feet. A school sign shall not contain any balloons, streamers, pennants, flags, or wind devices.
83. **SCOREBOARD** - A scoreboard is a structurally-engineered sign erected at an athletic field or stadium and which is generally used to maintain the score or time expired in an event at the field or stadium and may also include advertisements. This definition includes signs mounted or applied to the outfield wall within a baseball field.
- a. *Time* - No sign permit required. No restrictions.
 - b. *Place* - Scoreboards shall be erected within or adjacent to an athletic field or stadium.
 - c. *Manner* - No restrictions except that the amount of advertisement space shall not exceed half the size of the entire scoreboard structure including the advertisement space.
84. **SEARCHLIGHT or SKYLIGHT** - Any apparatus capable of projecting a beam or beams of light.
- a. *Time* – A sign permit is required. The sign permit must be displayed in a conspicuous place visible from the street for the purpose of walk-up inspection. A sign permit shall not be issued until the Town has issued a Certificate of Occupancy for the business that elects to display a searchlight or skylight. One (1) searchlight or skylight may be erected on a lot for no more than three (3) individual periods per calendar year. A single permit for a searchlight or skylight may be issued for only one (1) twenty-four (24) hour period at a time. A business can only display one (1) searchlight at a time.
 - b. *Place* – A searchlight or skylight shall not be located in required parking spaces, or driveways that provide access to parking spaces or fire lanes, nor shall any searchlight or skylight or its securing devices encroach into a right-of-way. Searchlights and skylights are only permitted within a non-residential zoning district.
 - c. *Manner* – Searchlights (skylights) shall not be located within two hundred (200') feet of a residence and shall not shine into the eyes of occupants in any vehicle or into the any residential window or where the illumination interferes with the readability of any traffic signal or device.
85. **SIGN** - Any form of publicity or advertising which directs attention to an individual, business, commodity, service, activity, event, or product by means of words, lettering, parts of letters, figures, numerals, phrases, sentences, emblems, devices, trade names or trademarks, or other pictorial matter designed to convey such information and displayed by means of print, bills, posters, panels, or other devices erected on an open framework, or attached or otherwise applied to stakes, posts, poles, trees, buildings, or structures or supports. This definition shall also include any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or communicate information of any kind to the public.
86. **SKYLIGHT** - See *Searchlight* above.

87. **SPECIAL EVENT SIGN PERMIT** – A permit issued for a temporary sign installation approved by the Building Official, which specifically allows, banners, pennants, balloons, Grand Opening Balloons, advertising matter and stake signs which may be displayed to alert the public of a Grand Opening, special sales, or similar events. All signage shall be made of materials that are approved by the Building Official.
- a. *Time* – A sign permit is required. Special event signage shall be permitted for a duration of no more than seven (7) consecutive days per permit. No more than four (4) special event permits shall be issued for any one business during any calendar year. Special event permits cannot be issued in a consecutive manner. A minimum thirty (30) day interval must pass from the expiration of one special event sign permit to the issuance of another.
 - b. *Place* – Special event signage shall be confined to the on-site location that has obtained the permit. Special event signage shall be located in such a manner as to not interfere with the movement of sight visibility of pedestrian or vehicle traffic.
 - c. *Manner* – All manner of special event signage requested within the permit shall be in conformance with the dimensional and location restrictions hereby defined by this Article.
 - d. *Permit* – Applications for special event sign permits shall consist of an application fees as established by the Town and two sets of drawings that depict the nature, size, shape, height, type of materials and location of such requested signage.
88. **STAKE SIGN** - A temporary sign that does not exceed six (6) square feet in area with a base/stake commonly made of metal, wood or other similar material approved by the Building Official with an end for driving into the ground.
89. **SUBDIVISION IDENTITY SIGN** - A Subdivision Identity Sign is a sign mounted to a screening wall or engraved into a masonry block which identifies a residential development or a planned development, whether residential or non-residential, and generally refers to the platted name of the subdivision or planned development.
- a. *Time* - A sign permit is required. A sign permit shall not be issued to erect or place a Subdivision Identity Sign on a property until a preliminary plat is approved for development of the property.
 - b. *Place* - All Subdivision Identity Signs shall be located within the platted limits of the subdivision to which it pertains. A subdivision may contain five (5) or more acres of land or twenty (20) or more platted lots to qualify for a Subdivision Identity Sign. The minimum setback for a Subdivision Identity Sign shall be ~~ten-five~~ (40'5") feet from the right-of-way unless the sign is mounted to a screening wall.
 - c. *Manner*. Subdivision Identity Signs may be in the form of a sign mounted to a screening wall that does not project from the fascia of the wall more than one inch. Two Subdivision Identity Signs are allowed per entry totaling one (1) per side of the street.

Street Classification	Maximum Area		Maximum Height	
	Single Family	Commercial Industrial	Single Family	Commercial Industrial
<i>Local and Collector Streets</i>	Thirty (30) square feet	Twenty (20) square feet per gross platted acre	Six (6') Feet	Six (6') Feet
<i>Arterials and Limited Access Highways</i>	Fifty (50) square feet	Fifty (50) square feet	Eight (8') Feet	Eight (8') Feet

90. **SUBDIVISION MONUMENTATION** - Subdivision Monumentation is a physical improvement such as signs, walls, entry features or other similar improvements constructed to draw attention to or enhance a subdivision or its surrounding area.

- a. *Time* - A sign permit and/or building permit is required. A building permit and/or sign permit shall not be issued to erect or place Subdivision Monumentation on a property until a site plan is approved for the development of non-residentially zoned property, multifamily or townhome zoned properties, or a preliminary plat or final plat is approved for development of single-family properties. The requirement to prepare the aforementioned plans may be waived should the owner of the property on which the monumentation is proposed to be located or his representative prepare written documentation and/or graphic illustrations to the satisfaction of Town staff to explain the relationship of the proposed monumentation to future land uses on the property.
- b. *Place* - Subdivision Monumentation placed on private property shall observe all building line and setback requirements of the governing zoning district. A non-habitable monument may encroach into a required setback provided all visibility clips and easements are observed and the monument is deemed by Town staff not to negatively impact fire protection of existing or future development. Subdivision Monumentation may be placed in the right-of-way subject to approval of right-of-way use agreements. Subdivision monumentation may not be erected within an area designated as future right-of-way on the Town's thoroughfare plan, as it currently exists or may be amended.
- c. *Manner* - The developer of the Subdivision Monumentation must provide a plan for future maintenance of Subdivision Monumentation to the Town for review. The maximum height of Subdivision Monumentation shall not exceed the maximum height of the governing zoning district.

91. **TEMPORARY RELIGIOUS SIGN** - A temporary Stake Sign used to provide the name of and direction to a location occupied by a religious organization or religious group that temporarily operates in a school or other facility. A temporary religious sign identifies the meeting location/address, website information, hours of service, and/or telephone number of a religious organization or group.

- a. *Time* - A Temporary Religious Sign may be erected during times of worship provided that the sign is placed no earlier than two (2) hours prior to worship and removed no later than two (2) hours after worship.
- b. *Place* - A Temporary Religious Sign shall be placed on private property with consent of the property owner. Temporary Religious Signs shall be erected on private property not closer than ten (10') feet from the edge of any street pavement or designated roadway or right-of-way.

- c. *Manner* - The maximum area of a Temporary Religious Sign shall not exceed six (6) square feet. The maximum height of a temporary religious sign shall not exceed four (4') feet. A temporary Religious Sign shall not contain balloons, streamers, flags, pennants, or wind devices.
- 92. **TEMPORARY SIGN** - Any sign used to display information that relates to a land use, or a sign with a limited duration which is not rigidly and permanently installed into or on the ground, attached to a building, or as identified in this Article.
- 93. **TRAFFIC LIGHTS AND SIGNAGE** - Any traffic-related sign, light, apparatus, or device installed that provides information to vehicular drivers and/or pedestrian traffic. Traffic-related signs, lights, apparatuses, or devices requires approval from the Public Works Department, which includes the review and approval of design, size, placement, and any other specifications or requirements prior to installation. Exemption: Signs, lighting, apparatuses, and/or devices installed or required by federal or state laws.
- 94. **UNDEVELOPED** - An undeveloped residential or nonresidential property for which a certificate of occupancy has not been issued by the Building Official to occupy a building on the property or for which final acceptance has not been issued by the Town.
- 95. **UNIFIED SIGN DEVELOPMENT PLAN** – A Unified Sign Development Plan is required to be prepared for variance requests. A Unified Sign Development Plan is also required prior to the issuance of a sign permit for certain signs specified in this section, or as otherwise required herein, to determine overall sign locations on a property, the relationship of the signs to surrounding existing, and proposed improvements, and to determine consistency and uniformity among buildings and signs within a commercial or residential development.
 - a. A Unified Sign Development Plan shall contain the following information:
 - 1) Elevations of the signs illustrating the materials of construction, colors, lighting, fonts of letters, and dimensions of the signs. If the sign is to be attached to a building, the elevation shall be a composite of the sign and the building;
 - 2) Elevations depicting the size of the signs in relation to the size of the buildings within the development;
 - 3) A plan drawn to the site plan as it currently exists or may be amended, of the site illustrating the location of existing and proposed signs on the property and, if required by Town staff, on adjacent properties;
 - 4) Other information to illustrate the consistency and uniformity of the signs; and
 - 5) For nonresidential and multifamily developments, the Unified Development Sign Plan shall be submitted to the Town for review with a site plan of the property. For single-family and two-family developments, the Unified Development Sign Plan shall be submitted to the Town for review with a preliminary plat, or final plat of the property.
 - 6) A Unified Development Sign Plan required of certain signs specified in this section, or as otherwise required herein, shall be submitted to the Town. The Unified Development Sign Plan will be reviewed in accordance with the Town's development review schedule and considered for approval by the Town Council. The Town Council may approve or deny the Unified Development Sign Plan. The decision of the Town Council is discretionary. The Town Council's decision is final.

96. **V-SHAPED SIGN** - A sign that fronts two street frontages with more than five degrees of parallel.
97. **VACANT BUILDING SIGN** - No sign shall be permitted to remain on any vacant building, except a sign pertaining to the lease or sale of the building to which it pertains, or a sign which is under lease from an owner or his authorized agent when such sign is maintained by a person operating under his own bond. Vacant building signage is prohibited in the Town.
98. **VARIANCE** - An official written request to the Board of Adjustments to allow exceptions to regulations or requirements of this article.
99. **VEHICLE** - Any operable or inoperable motorized machine on wheels, treads, or runners by which any person, materials, commodity, or property is or may be transported.
100. **VEHICLE BAY SIGN** – A specific type of Wall Sign either painted or erected against an exterior wall or erected parallel to a wall identifying the vehicle entrance (bay) to a structure.
- a. *Time* – A sign permit is required. A sign permit shall not be issued to erect, place or install a Wall Sign on a property until a site plan is approved for development of the property and after issuance of a building permit for a building on the property.
 - b. *Place* – Vehicle Bay Signs shall be placed immediately adjacent to the physical entrance to the building accessible to vehicles. Vehicle Bay Signs may also be painted or attached to the door of the vehicle bay.
 - c. *Manner* – One (1) Vehicle Bay Sign is allowed per vehicle bay. Any Vehicle Bay Sign may not exceed seventy-five (75%) percent of the width of the vehicle bay it is identifying and may not exceed twenty-four (24) inches in height.
101. **VEHICLE SIGN** - A sign attached to any vehicle, truck, car, bus, trailer, boat, recreational vehicle, motorcycle or any other vehicle; however, any vehicle, whether operable or not, shall not be parked and/or decorated where the intent is to use the vehicle as advertising. Vehicle signs shall exclude bumper stickers and state required registration or inspection stickers/identifications.
- a. *Time* - No sign permit required. Vehicle signs are allowed twenty-four (24) hours each and every continuing day.
 - b. *Place* - Vehicle signs are permitted provided that during periods of inactivity such vehicle is not parked in the right-of-way or placed in a manner that the vehicle sign is readily visible from an adjacent right-of-way. "For sale" signs placed in or on vehicles when the vehicle is parked or placed in a manner that the vehicle sign is readily visible from an adjacent public right-of-way are prohibited, with the exception that one vehicle may contain a "for sale" sign parked or placed at an occupied single-family, two-family, townhome, or multifamily dwelling unit is permitted.
 - c. *Manner*. Vehicle signs are permitted provided that:
 - 1) The primary purpose of the sign is not for display of the sign;
 - 2) The signs are painted upon or applied directly to an integral part of the vehicle;
 - 3) The vehicle is operable, currently registered and licensed to operate on public streets and actively used in the daily function of the business to which such signs relates;

- 4) The vehicle is not used as a static display, advertising a product or service, not utilized as storage, shelter, or distribution points for commercial products or services for the public; and the vehicle does not meet the definition of a Mobile Advertisement Sign.

102. VENDING MACHINE SIGN - A sign attached to or incorporated as part of a vending machine or gasoline pump and generally advertises products dispensed, offered or sold from the vending machine or gasoline pump.

- 1) *Time* - No sign permit required. Vending machine signs may be displayed 24 hours each and every day.
- 2) *Place* - Vending machine displaying vending machine signs shall not obstruct pedestrian or vehicular traffic.
- 3) *Manner* - Vending machine signs shall be directly attached to a vending machine or gasoline pump. Vending machine signs shall be flat and shall not project from the vending machine or gasoline pump. Unless, otherwise, required by federal, state or local laws, signs that promote products or other items shall not be attached to light poles, canopy supports, rails, trees, parking signs, vehicles, or other objects.

103. WALL SIGN (PRIMARY) - Any sign either painted or erected against an exterior wall or erected parallel to a wall. A Primary Wall Sign is a sign erected parallel to and extending not more than eighteen (18") inches from the facade of any building to which it is attached, supported throughout its entire length by the building face. A Primary Wall Sign identifies the name of a business and/or logo of a business. Neon shall not be installed on any wall sign installed below nine feet from grade. A Primary Wall Sign may include neon tubing attached directly to a wall surface when forming a border for the subject matter or when forming letters, logos, or pictorial designs. This definition shall not include painted on murals. Murals are not subject to the Primary Wall Sign regulations contained herein. Primary Wall Signs are permissible subject to the following conditions and upon issuance of a sign permit. No building shall have both a Primary Wall Sign and an Awning Sign on the same building face.

- a. *Time* - A sign permit is required. A sign permit shall not be issued to erect, place or install a Primary Wall Sign on a property until a site plan is approved for development of the property and after issuance of a building permit for a building on the property.
- b. *Place* – Primary Wall signs are permitted only in conjunction with a nonresidential use or in a nonresidential zoning district. When projections on the wall face prevent the erection of the sign flat against the wall face, the space between the back of the sign and the wall shall be closed at the top, bottom and ends with incombustible materials. For buildings with a height of five (5) stories or greater, a wall sign may extend above the roofline of the building on which it is attached up to twenty-five (25) percent of the sign's height. The Primary Wall Sign must be located on that portion of the building that is five (5) stories or greater.
- c. *Manner* -
 - 1) The total number of Primary Wall Signs allowed shall be as follows:

Building (Elevation) Width (in Feet)	Number of Allowed Wall Signs
<= 65'	1
66' up to and including 100'	2
101' up to and including 150'	3
=>151'	4

- 2) The total cumulative size of all allowed Primary Wall Signs per elevation shall be as follows:

Building Height Measured at Plate (Feet)	Maximum Sign Height (Feet)	Maximum Percentage of Wall Length*
0 to 20	4	75
> 20 to 30	6	60
> 30	8	50
*Note: Primary Wall Signs shall not occupy more than the maximum percentage of the length of any wall on which it is erected. Corporate logos may exceed the maximum sign height by 50 percent.		

104. **WALL SIGN (SECONDARY)** - Any sign either painted or erected against an exterior wall or erected parallel to a wall. A Secondary Wall Sign is a sign erected parallel to and extending not more than eighteen (18") inches from the facade of any building to which it is attached, supported throughout its entire length by the building face.

- a. *Time* – A sign permit is required. A sign permit shall not be issued to erect, place or install a Secondary Wall Sign on a property until a site plan is approved for development of the property and after issuance of a building permit for a building on the property.
 - b. *Place* – Secondary Wall signs are permitted only in conjunction with a nonresidential use or in a nonresidential zoning district. A Secondary Wall Sign shall not count against the total number of Primary Wall Signs allowed based on the elevation width of the building.
 - c. *Manner* – One (1) Secondary Wall sign is allowed per elevation. The Secondary Wall Sign area shall not exceed ten (10%) percent of the maximum area allowed by the Primary Wall Sign.
105. **WARNING SIGN** – Sign having an area of not more than six (6) square feet nor height greater than six (6') feet, the message of which is limited to warning of danger or prohibitions or regulations of the use of the property or traffic parking thereon. No sign permit required.

106. **WINDOW SIGN** - Any sign, poster, window slick, or other similar displayed item, excluding Banners, located on the internal or external surface of a window for the purpose of advertising a business' name, telephone number, website information, services, commodities, and/or products offered or sold that are available within the building that is visible from a public street or sidewalk.

- a. *Time* - No sign permit required. A window sign may be displayed 24 hours each and every continuing day.

- b. *Place* - Window Signs shall only be displayed on the inside or exterior of a window.
 - c. *Manner* - The maximum area of a Window Sign shall not exceed twenty-five (25) percent of the window where the sign is displayed. Window signs are limited to one sign per window. Illuminated and non-illuminated window signs or its appendages shall not blink, strobe, fade, flash, scroll, or move in any manner. Illuminated window signs shall remain static and stationary.
107. **WIND DEVICE** - Any Pennant, streamer, spinner, Balloon, Cloud Buster Balloon, Inflatable Objects or similar devices made of cloth, canvas, plastic or any flexible material designed to float or designed to move, or moves freely in the wind, with or without a frame or other supporting structure, used for the purpose of advertising or drawing attention to a business, commodity, service, sale or product. Exception: Flags and Grand Opening Balloons and/or Grand Opening Balloon Arrangements shall not be considered a wind device. Wind devices are prohibited in the Town.
108. **YARD SIGN** - A temporary Stake Sign used to publicize the arrival of a newborn, participation of a family member in a school activity or sport or military activity, the presence of a security system, animals, and seasonal decorations or the promotion of neighborhood activity regarding the leasing of mineral rights.
- a. *Time* - No sign permit required. Yard signs may be erected twenty-four (24) hours each and every day.
 - b. *Place* - Yard Signs shall be located only on lots containing an occupied single-family, two-family, or multifamily dwelling. Yard signs shall be erected no closer than ten (10') feet from the street pavement.
 - c. *Manner* - Signs advertising the presence of a home security system shall not exceed one (1) square foot in area. Signs advertising the arrival of a newborn, the participation of a family member in a school activity or sport or military activity, or the presence of animals shall not exceed six (6) square feet in area. Seasonal decorations are excluded from place and manner requirements.

Northlake Sign Permit History

Date	Document #	Address/Zoning District	Business/Area	Sign Type	Height	Area	Action	Authorization
12/12/1996	Ord. 96-1212A	Texas Speedway Center MPD		Pylon Sign	25 ft.	125 sq. ft.	Approved	For: C. Hardeman, Freeman, Faught, Thompson; Absent: Dawson
12/10/1997	Ord. 97-1210	Speedway Business Center MPD	I-35W Frontage Only	Pylon Sign	25 ft.	125 sq. ft.	Approved	For: C. Hardeman, Thompson, Bayer, McNutt; Absent: Faught
10/26/1999	99-001	14960 I-35W	Dr. Small	Marketing			Approved	Staff
1/20/2000	S-001	8121 Gasoline Alley	Avex	Marketing			Approved	Staff
2/28/2000	S-002	8121 Gasoline Alley	Texaco	Pole Sign			Approved	Staff
2/28/2000	S-003	8121 Gasoline Alley	Churches	Pole Sign?			Denied	Staff
2/28/2000	S-004	8121 Gasoline Alley	Texaco	Pole Sign Rev.?			Denied	Staff
12/14/2000	Ord. 00-1214B	Texas Speedway Center		Pole Sign	30 ft.	150 sq. ft.	Approved	For: Bayer, Fater, Howell, J. Young, C. Hardeman
12/13/2001	Ord. 01-1213B	Speedway Business Center MPD		Pylon Sign	25 ft.	240 sq. ft.	Approved	For: C. Hardeman, Bayer, J. Young, Sanford; Absent: Fater
12/18/2003	Ord. 03-1218B	Northport IPD	I-35W Frontage	Pole Sign	45 ft.	260 sq. ft.	Approved	For: J. Young, Roberts, Fater, Smith; Absent: Sanford
4/14/2005	Ord. 05-0414A	Speedway Business Center MPD	Flag Pole @ Sleep Inn	Stealth Antenna	85 ft.	n/a	Approved	For: J. Young, Roberts, Tasker, Smith; Absent: Sanford
5/10/2007	VR 07-001 ZBA	17751 I-35W	Hooter's	Pole Height	60 ft.	450 sq. ft.	Approved	For: R. Young, Cooper, Simpson, Roberts, J. Young; Absent: Smith
9/14/2007	07-001	8121 Gasoline Alley, Suite 38401	Subway	Pole Sign Add		44 sq. ft.	Approved	Staff
9/14/2007	07-001	8121 Gasoline Alley, Suite 38401	Subway	Wall Sign		336 sq. ft.	Approved	Staff
1/23/2008	Ord. 08-0123C	Speedway Town Center MPD	I-35W Frontage	Pylon Sign	70 ft.	480 sq. ft.	Approved	For: J. Young, Roberts, Simpson, Savoie; Absent: Smith
1/23/2008	Ord. 08-0123C	Speedway Town Center MPD	FM 1171 Frontage	Pylon Sign	45 ft.		Approved	For: J. Young, Roberts, Simpson, Savoie; Absent: Smith
9/18/2008	08-001	SH 114 & Northport Drive	Northport	Marketing Sign	12 ft.	72 sq. ft.	Approved	Staff
3/12/2009	SGN-09-001	13601 Raceway	Motel 6	Monument Sign	8 ft.	64 sq. ft.	Denied	Staff ("6" exceeded max letter/number height)
3/12/2009	SGN-09-001	13601 Raceway	Motel 6	Wall Sign		36 sq. ft.	Approved	Staff
4/22/2009	SGN-09-002	18501 I-35W	Valero	Monument	8 ft.	80 sq. ft.	Approved	Staff
4/22/2009	SGN-09-002	18501 I-35W	Valero	Wall Sign			Approved	Staff
4/22/2009	SGN-09-002	18501 I-35W	Valero	Pole Sign	75 ft.	293 sq. ft.	Denied	Staff (exceeded max. height & area)
6/25/2009	VR-09-001 ME	18501 I-35W	Valero	Pole Height	80 ft.	221 sq. ft.	Denied	For: Roberts, Simpson, J. Young, Sessions; Absent: Giacalone
7/21/2009	SGN-09-003	13601 Raceway	Motel 6	LED Pricing	34 ft.	14 sq. ft.	Approved	Staff
7/30/2009	VR-09-002 ME	18501 I-35W	Valero	Pole Height	60 ft.	221 sq. ft.	Denied	For: J. Young, Roberts, Sessions; Absent: Giacalone, Simpson
7/30/2009	VR-09-003 ME	13601 Raceway	Motel 6	Letter Height			Approved	For: J. Young, Roberts, Sessions; Absent: Giacalone, Simpson
7/31/2009	SGN-09-001	13601 Raceway	Motel 6	Monument Sign	8 ft.	64 sq. ft.	Approved	Staff
9/4/2009	SGN-09-002	18501 I-35W	Valero	Multiple Signs			Approved	Staff
9/4/2009	SGN-09-002	18501 I-35W	Valero	Pole Sign	45 ft.	221 sq. ft.	Denied	Staff (did not meet setback requirement)
1/14/2010	VR-09-004 ME	18501 I-35W	Valero	Setback (0.5 ft.)			Approved	For: J. Young, Roberts, Simpson, Sessions, Ganz
1/15/2010	SGN-09-002	18501 I-35W	Valero	Pole Sign	45 ft.	221 sq. ft.	Approved	Staff
3/29/2010	SGN-10-001	SH 114	Chadwick Farms	Marketing Signs	15 ft.	50x5 sq. ft.	Approved	Staff
5/13/2010	SGN-10-002	13001 Cleveland-Gibbs Rd	Northlake Village	Subdivision Entry			Approved	Staff
1/19/2011	SGN-11-001	18501 I-35W	Valero	Pole Sign (LED price)	45 ft.	240 sq. ft.	Approved	Staff
6/28/2011	SGN-11-003	8299 Small Block Road	Creekside Apts.	Monument (Reface)	8 ft.	47.5x2 sq. ft.	Approved	Staff
1/25/2013	SGN-13-001	4500 Northport Drive, Suite 300	Fluidmaster	Wall Sign		100 sq. ft.	Approved	Staff
1/28/2013	SGN-13-002	4500 Northport Drive, Suite 200	CEVA - Peterbuilt	Wall Sign		40x2 sq. ft.	Approved	Staff
11/26/2013	SGN-13-003	8121 Gasoline Alley	Chevron	Pole Sign (rebrand)			Withdrawn	Applicant
12/23/2013	SGN-13-004	13501 Raceway	Holiday Inn Express	Wall Sign	45 ft.	66x2 sq. ft.	Approved	Staff
12/23/2013	SGN-13-004	13501 Raceway	Holiday Inn Express	Pylon	10 ft.	102.5 sq. ft.	Denied	Staff
1/2/2014	SGN-13-005	18501 I-35W	Valero/Frost ATM	Wall Sign		12 sq. ft.	Approved	Staff
2/20/2014	SGN-14-001	13501 Raceway	Holiday Inn Express	Monument	8 ft.	32 sq. ft.	Approved	Staff
5/28/2014	SGN-14-002	13601 Raceway	Motel 6	Variable Message		14 sq. ft.	Approved	Staff
7/30/2014	SGN-14-003	Canyon Falls Drive	Canyon Falls	Marketing Signs	10 ft.	32x4 sq. ft.	Approved	Staff
9/11/2014	VR 14-003 ME	FM 156 (ETJ)	Arrington Outdoor	Billboard (Relocate)	42.5 ft.	300 sq. ft.	Approved	For: McBride, Ganz, Sessions, Simpson, J. Young

Northlake Sign Permit History

Date	Document #	Address/Zoning District	Business/Area	Sign Type	Height	Area	Action	Authorization
9/22/2014	SGN-14-006	FM 156 (ETJ)	Arrington Outdoor	Billboard (Relocate)	42.5 ft.	300 sq. ft.	Approved	Staff
9/30/2014	SGN-14-005	FM 407	The Highlands	Marketing Sign	11.5 ft.	64x2 sq. ft.	Approved	Staff
10/27/2014	SGN-14-007	8121 Gasoline Alley	Shell	LED Pricing			Approved	Staff
11/20/2014	SGN-14-004	FM 1171 at Canyon Falls Drive	Canyon Falls	Marketing Sign	15 ft.	96x2x2 sq. ft.	Approved	Staff
12/11/2014	Ord. 14-1211B	Texas Speedway Center	I-35W Frontage	Pole Signs	65 ft.	464 sq. ft.	Approved	For: McBride, Sessions, Simpson; Absent: Ganz, J. Young
12/11/2014	Ord. 14-1211B	Texas Speedway Center	SH 114 Frontage	Pole Signs	45 ft.	222 sq. ft.	Approved	For: McBride, Sessions, Simpson; Absent: Ganz, J. Young
12/11/2014	VR-14-004 ME	18511 I-35W (EDC Tract)	Lamar Outdoor	Billboard	60 ft.	672x2 sq. ft.	Approved	For: McBride, Sessions, Simpson; Absent: Ganz, J. Young
1/22/2015	SGN-14-008	18511 I-35W (EDC Tract)	Lamar Outdoor	Billboard (Digital)	60 ft.	672x2 sq. ft.	Approved	Staff
1/26/2016	SGN-16-001	Northort Drive	Northport 35 Bus. Ctr.	Marketing Sign	17 ft.	192 sq. ft.	Approved	Staff
7/23/2015	SGN-15-002	Faught Rd. & Old Justin Rd.	Prairie View Farms	Marketing Sign	10 ft.	48x2 sq. ft.	Approved	Staff
8/20/2015	SGN-15-003	8141 Gasoline Alley	QT	Multiple Signs			Approved	Staff
8/20/2015	SGN-15-003	8141 Gasoline Alley (35W frontage)	QT	Pole Sign	65 ft.	464 sq. ft.	Approved	Staff
8/20/2015	SGN-15-003	8141 Gasoline Alley (114 frontage)	QT	Pole Sign	45 ft.	222 sq. ft.	Approved	Staff
8/27/2015	Res. 15-33 ME	14950 I-35W (Charlie's Concrete)	Impact Outdoor	Billboard (Digital)	60 ft.	672x2 sq. ft.	Approved	For: J. Young, Roberts, Simpson, Sessions, Ganz
9/10/2015	SGN-15-004	I-35W Frontage	Alliance Northport	Marketing Sign	10 ft.	128 sq. ft.	Approved	Staff
9/11/2015	SGN-15-005	14950 I-35W (Charlie's Concrete)	Impact Outdoor	Billboard (Digital)	60 ft.	672x2 sq. ft.	Approved	Staff
2/4/2016	SGN-16-001	4250 Dale Earnhardt Way Suite 100	Wesco Aircraft	Wall Sign		143 sq. ft.	Approved	Staff
2/11/2016	Res. 16-07 ME	18511 I-35W (EDC Tract)	Lamar Outdoor	Billboard 3rd Face	60 ft.	300x1 sq. ft.	Approved	For: Simpson, Young, McBride; Against: Ganz, Sessions
3/16/2016	SGN-16-002	18511 I-35W (EDC Tract)	Lamar Outdoor	Billboard 3rd Face	60 ft.	300x1 sq. ft.	Approved	Staff
5/12/2016	Res. 16-14 ME	19073 I-35W (Holiness Church)	Clear Channel	Billboard (Digital)	60 ft.	672x2 sq. ft.	Approved	For: McBride, Ganz, Sessions, Simpson, J. Young



NOTIFICATION RESPONSE FORM

Form revised 9/14/2011

CASE INFORMATION

Public Hearing Date: July 28, 2016, 5:30 pm

Public Hearing for: Text Amendments to Article 11 "Signs" of the Unified Development Code (UDC)

WRITTEN RESPONSE

Please check one: ☒ In favor of request ☐ Neutral/Undecided on request ☐ Opposed to request

Comments (optional):

OR BILL BOARDS
- NO POLE SIGNS ANYWHERE on Hwy 407
- Limit or eliminate bill boards on 35

Signature: Lance D Wingfield

Date: 7.22.16

Printed Name: Lance D. Wingfield

Address: 1701 McGEE AVE

City/State/ZIP: Northlake

Phone number: 817 228 3486

RETURN COMPLETED FORM VIA EMAIL, FAX OR HAND DELIVERY BEFORE THE START OF THE SCHEDULED PUBLIC HEARING.

RETURN RESPONSES AND/OR DIRECT QUESTIONS TO:

Nathan Reddin

Development Director

Email: nreddin@town.northlake.tx.us

Phone: 940-242-5703

Fax: 940-648-0363

Address:

1400 FM 407

Northlake, Texas 76247

****FOR OFFICE USE ONLY****

Stamp Received

Northport Partners, LLC

July 28, 2016

To: City of Northlake, Texas (Please read at the scheduled City Council meeting on this same date)

Please allow me to introduce myself to those members of the City Council who I have not met. My name is Bill Vaughan and I have been involved in the development of the northeast corner of IH-35W and SH114 for the past 20+ years, initially as the listing broker, then as a development consultant, and now as the owner of the remaining frontage on both highways. I have always been a big believer in Northlake, and now have invested significantly personally in the town.

As a long-term commercial real estate practitioner in DFW, I believe that the northeast corner of IH-35W and SH114 should unquestionably be considered as a "Freeway Commercial" type of property, and as such, should therefore be entitled to the type of signage associated with such a project. I believe that this could be accomplished by either creating a special "sign district" within the existing sign ordinance, or doing away with the ordinance altogether.

This site needs to be treated as a freeway commercial site that can compete fairly with all of the things that that Fort Worth is doing across the street to try and minimize our corner. More specifically:

<u>Travel direction</u>	<u>Signage and Visibility Challenge</u>
Southbound IH-35W	Massive signage on west (Fort Worth) side of IH-35W, along with a new dedicated exit to Buc-ee's and Tanger Outlet which bypasses our corner.
Northbound IH-35W	View to restaurants and signage is obscured by the City of Northlake's new, large electronic billboard.
Eastbound SH 114	Pass by all of the other (planned) restaurants along SH114 in Fort Worth before getting to our intersection (where short signs in Northlake) put us at a disadvantage.
Westbound SH114	The height of the Farmer Brothers Coffee buildings near the corner make it too hard to see the corner

In all honesty, one major issue that has caused a sign problem along the 35/114 intersection is the V-shaped electronic billboard sign that was erected by the city last year. The owner of the Northport property before me was very upset about the billboard going in and how it would obstruct the views of the northbound 35 travelers to the rest of our site.

I simply want to find a way to allow Northlake and our retailers in the Northport Park to compete fairly and create tax revenue for the City of Northlake. ***Please respectfully consider my request to create a special sign district for the northeast corner of IH-35W and SH114.***

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Vaughan", with a stylized, cursive script.

Bill Vaughan

President, Northport Partners, LLC

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Robert Crawford, Police Chief
Shirley Rogers, Town Secretary
Date: July 28, 12016
Re: Ordinance Establishing Criminal Enforcement of No Soliciting Signs

The attached ordinance would prohibit soliciting door-to-door were a “no soliciting” sign is clearly in place on the property and between the hours of 8:00 p.m. and 8:00 a.m. The ordinance would also prohibit certain aggressive solicitation tactics. The ordinance provides for citing an individual who violates these prohibitions. This partially addresses an issue brought forward by aggrieved residents in Northlake especially in North Ridge Estates. The ordinance would allow for the enforcement of “no soliciting” or “no trespassing” signs on private property. Currently these matters are civil in nature.

The ordinance does not create a registration process for solicitors. Town staff do not have the resources to issue identification cards or perform routine credit checks on businesses. The concern would be a cursory credit check or Town-issued badge could lend legitimacy to a solicitor when in reality no thorough check was performed.

If the council adopts this ordinance, Northlake police can ticket the door-to-door solicitor in violation of the ordinance and if found guilty the violator could pay a penalty of up to \$500.

Please contact me at 940.242.5701 if you have any questions or comments.

TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 16-0728_

AN ORDINANCE OF THE TOWN OF NORTHLAKE AMENDING CHAPTER 5, "BUSINESS REGULATIONS" TO ADD ARTICLE 5.10, "SOLICITORS, CANVASSERS, AND HANDBILL DISTRIBUTION;" PROVIDING REGULATIONS RELATED TO CERTAIN SOLICITATION ACTIVITIES, CANVASSING ACTIVITIES, AND HANDBILL DISTRIBUTION; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council has determined that solicitations, canvassing, and handbill distribution at residences and other private property at certain times and under certain circumstances greatly intrudes on the privacy and personal property rights of the citizens of the Town and can result in litter; and

WHEREAS, the Town Council has determined that in order to prevent and deter deceptive practices and fraud, it is necessary to regulate the time period that door-to-door solicitors, canvassers, and handbill distributors may conduct those activities; and

WHEREAS, the Town Council finds that regulations addressing all these concerns are in the best interest of the health, safety, and welfare of the citizens of the Town; and

WHEREAS, it is the intent of the Town Council to not infringe on any rights protected by First and Fourteenth Amendments to the United States Constitution.

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

SECTION 1.

That Chapter 5, "Business Regulations," of the Code of Ordinances of the Town of Northlake, Texas is hereby amended to add Article 5.10, "Solicitors, Canvassers, and Handbill Distribution," to read as follows:

"Article 5.10. Solicitors, Canvassers, and Handbill Distribution.

Sec. 5.10.001 – Purpose.

The purpose of this article is to provide for the general health, public safety and welfare, comfort, convenience, and protection of the Town and the residents of the Town by:

- (1) prohibiting door-to-door solicitation activity, canvassing activity, and handbill distribution at residences during the times when such activity is most intrusive and disruptive to citizens' privacy; and

- (2) regulating the manner in which any solicitation activity, canvassing activity, or handbill distribution may occur to promote good order, prevent litter, and protect citizens from aggressive and intimidating practices.

The provisions of this article shall be construed to accomplish these purposes.

Sec. 5.10.002 – Definitions.

The following words, when used in this article, shall have the meanings respectively ascribed to them in this section, unless the context of this article clearly states otherwise:

Canvasser means a person who engages in canvassing activities.

Canvassing or Canvassing Activity means the act of:

- (1) traveling either by foot or vehicle, going door-to-door, house-to-house, building-to-building; or
- (2) occupying space in or traveling on or through any public place in the Town;

personally contacting persons to communicate in any manner, whether orally, by written or printed materials including, but not limited to, handbills, leaflets, hand signing, or by any other method, direct or implied, for any purpose other than selling or taking orders for goods, wares, merchandise or services, or collecting money.

Town means the Town of Northlake, Texas.

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any manner.

Handbill Distribution means traveling either by foot or vehicle, going door-to-door, house-to-house, or building-to-building without personally contacting persons to distribute or leave on or at each premises handbills for any purpose.

Selling means to sell, dispense, peddle, hawk, display, offer to sell, or solicit for sale by offering or exposing for sale any goods, wares, merchandise, or services.

Solicitation Activities means traveling either by foot or vehicle, going door-to-door, house-to-house, or building-to-building personally contacting persons to ask, barter, or communicate in any manner, whether orally, by written or printed materials including but not limited to handbills or leaflets, hand signing or by any other method, direct or implied, for the purpose of selling or taking orders for goods, wares, merchandise, or services or collecting money for any purpose.

Solicitor means a person who engages in solicitation activities.

Sec. 5.10.003 – Exemptions.

- (a) This article does not apply to:

- (1) the activity of a person with an appointment calling upon or dealing with manufacturers, wholesalers, distributors, brokers, or retailers at their place of business and in the usual course of business;
- (2) the activity of a person acting at the request or invitation of the owner or occupant of a residence;
- (3) sales made under the authority of and by judicial order; or
- (4) the activity of a government employee acting within the course and scope of their official duties serving, delivering or posting official notices including notices of code violations, water restrictions, utility outages, burn bans, special event impacts, or security issues.

(b) It shall be an affirmative defense to prosecution for any offense under this article that the activity of the defendant is listed in subsection (a).

Sec. 5.10.004 – General Regulations.

(a) A person commits an offense if the person engages in solicitation activity, canvassing activity, or handbill distribution at a residence:

- (1) before 8:00 a.m.; or
- (2) after 8:00 p.m.

(b) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution at a premises with a posted notice that such activity is not welcomed or invited. It shall be presumed that there is notice that solicitation activity, canvassing activity, or handbill distribution is not welcomed or invited when there is exhibited in a conspicuous place on or near the main entrance of the premises, a sign, not less than four (4) inches by three (3) inches in size, containing the words “NO SOLICITORS,” “NO TRESPASSING,” or words of similar meaning in letters not less than two-thirds (2/3) of one inch in height.

(c) A person who is not the owner or tenant of a premises commits an offense if the person removes, defaces, or otherwise renders illegible a sign placed by the owner or tenant of the premises pursuant to subsection (b).

(d) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution and remains or lingers on a premises after being informed by the owner or tenant that they are not welcome.

(e) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution in an aggressive or intimidating manner. The term “aggressive or intimidating manner” means:

- (1) blocking the path of a person who is the object of the activity; or

- (2) following behind, ahead, or alongside a person who walks away from the solicitor after being solicited, approached, accosted, or offered a handbill, leaflet or any other item.
- (f) A person commits an offense if the person engages in solicitation activities, canvassing activities, or handbill distribution and distributes, deposits, places, throws, scatters, or casts a handbill at a residence except by:
 - (1) handing or transmitting the handbill directly to the owner or occupant then present in or upon the premises; or
 - (2) without using adhesive, tape, or a rubber band to place or deposit the handbill in a manner that secures the handbill and prevents it from being blown away, except that mailboxes may not be used when the use is prohibited by federal postal laws or regulations.
- (g) A person commits an offense if the person secures a handbill at a residence in the manner described by subsection (f)(2):
 - (1) in a place that is more than five (5) feet from the front door of the residence; or
 - (2) when another handbill has already been left or secured at the residence and has not been removed from the outside of the residence.

Sec. 5.10.005 – Penalty.

- (a) Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each attempted or completed act of handbill distribution or solicitation or canvassing activity shall constitute a separate and distinct offense.
- (b) In case of any willful violation of any of the terms and provisions of this article, the Town, in addition to imposing the penalties provided in subsection (a), may institute any appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct, or abate such violations; and the definition of any violation as a misdemeanor shall not preclude the Town from invoking the civil remedies given it by the laws of the state.”

SECTION 2.

This Ordinance shall be cumulative of all provisions of the Town Code and other ordinances of the Town of Northlake, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of

competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation in this ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4.

Any person, firm or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with Chapter 1, Section 1.01.009, Northlake Code of Ordinances. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION 5.

The Town Secretary of the Town of Northlake is hereby directed to publish the caption, penalty clause, publication clause, and effective date clause of this Ordinance.

SECTION 6.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this 28th day of July, 2016.

TOWN OF NORTHLAKE

By: _____
Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Ashley D. Dierker, Town Attorney

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
cc: Robert Crawford, Police Chief
Shirley Rogers, Town Secretary
Date: July 28, 2016
Re: Traffic Control Device Ordinance Revisions Consideration

Town staff has recently become aware that current ordinances require that any traffic control device – stop signs, traffic lights, and directional signs – must be approved by council and installed by the Mayor. This type of ordinance is typical in smaller communities where traffic control devices are few and where there are no engineering design manuals. Town staff has failed to seek ordinances on each traffic control device that have been installed over the last eight years and possibly further back.

All traffic control devices have been installed according to the Manual of Uniform Traffic Control Devices as issued by the Federal Highway Administration and the Northlake Engineering Design Manual as adopted in 2008. During the review of public infrastructure, Public Works and the Town Engineer ensure all requirements have been met.

To match current practice, the attached ordinance revisions are proposed for council consideration. The proposed ordinance revisions have been reviewed by Ashley Dierker, Town Attorney.

Please contact me at 940.242.5701 if you have any questions or comments.

**TOWN OF NORTHLAKE
ORDINANCE NO. 16-0728**

AN ORDINANCE AMENDING CHAPTER 11, "TRAFFIC AND VEHICLES," ARTICLE 11.02, "TRAFFIC CONTROL DEVICES," OF THE CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS; PROVIDING FOR THE INSTALLATION OF TRAFFIC CONTROL DEVICES IN CERTAIN SITUATIONS; PROVIDING FOR SEVERABILITY; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town, as a general-law municipality, has exclusive control over and under the public highways, streets, and alleys of the municipality pursuant to Section 311.002 of the Texas Transportation Code; and

WHEREAS, the safety of the streets, roads, highways, alleys, and other public thoroughfares is of the utmost concern to the Town Council of the Town of Northlake; and

WHEREAS, the use of traffic control devices is proven as an effective means of controlling and maintaining the safety of the streets of the Town; and

WHEREAS, Section 544.002 of the Texas Transportation Code permits a local authority to place and maintain a traffic control device upon any street within its jurisdiction as it may deem necessary to indicate and carry out the provisions of said Section 544.002, local traffic ordinances or to regulate, warn or guide traffic; and

WHEREAS, the ability of the Town Administrator to efficiently, and in a timely manner, implement the use of traffic control devices is an important function in the maintenance of safe roads in the Town of Northlake; and

WHEREAS, the Town Council deems it necessary to give the Town Administrator the ability to implement the necessary traffic control devices, in accordance with the Ordinances of the Town of Northlake and the laws of the State of Texas; and

WHEREAS, the Town Council hereby finds that the adoption of this Ordinance is in the best interest of the health, safety and welfare of the citizens of the Town as an effective means of controlling and maintaining the safety of the streets of the Town.

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

SECTION 1.

That Chapter 11, "Traffic and Vehicles," Article 11.02, "Traffic Control Devices," Section 11.02.002, "Installation," of the Code of Ordinances, Town of Northlake, Texas is hereby amended to read as follows:

"Sec. 11.02.002 Installation

- (a) All future traffic-control signs, signals, devices, or markings erected or installed upon, over, along or beside any highway, street or alley as necessary to enforce traffic laws and ordinances shall be erected, installed, or placed in accordance with this chapter and consistent with the Manual on Uniform Traffic Control Devices and the Northlake Engineering Design Manual.
- (b) The town administrator or his designee is authorized and directed to adopt traffic-control signs, signals, devices, and markings to regulate, warn, and guide traffic in accordance with this chapter and consistent with the Manual on Uniform Traffic Control Devices and the Northlake Engineering Design Manual. The erection or installation of a traffic-control device as provided for in this chapter shall be upon the basis of a traffic engineering analysis performed by the chief of police or the town traffic engineer. Upon a determination by the town administrator or his designee that such traffic-control device is necessary, it should be installed as soon as such specific device, sign, or signal can be procured.
- (c) The existence of a traffic control device, signal, or sign shall constitute prima facie evidence that such device, signal, or sign is an official traffic control device, signal, or sign lawfully erected and placed."

SECTION 2.

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

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Northlake, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4.

This ordinance shall be effective immediately upon passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this ____ day of _____, 2016.

TOWN OF NORTHLAKE

By: _____
Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Ashley D. Dierker, Town Attorney

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
cc: Shirley Rogers, Town Secretary
Karen Bolyard, Finance Director
Date: July 28, 2016
Re: Notice of Intent to Issue Certificates of Obligation

To fund the improvements related to the Proposed FY 2016-2017 Capital Projects, the Town intends to issue Certificates of Obligation. The issue would be a principal amount of \$6,700,000 plus interest for public improvements financed by general debt service. The proposed improvements are Florance Road (from 1,000 feet north of FM 407 to Strader Road), Sam Lee Road (from Ashmore Lane to 1,800 feet to the east), and Cleveland-Gibbs Road (from FM 407 to FM 1171 excluding developer built section and TXDOT maintained sections).

Per State law, the Town must publish two notices of intent for the combined issuance in the Town's official publication which is the Denton Record Chronicle. The proposed publications will run on July 31st and August 8th. The Denton Record Chronicle is attempting to reestablish itself as a paper of record. In an abundance of caution, the Town will most likely advertise in both the Record Chronicle and the Fort Worth Star Telegram.

Please contact me at 940.242.5701 if you have any questions or comments.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF DENTON
TOWN OF NORTHLAKE

We, the undersigned officers of the Town of Northlake, Texas (the "Town"), hereby certify as follows:

1. The Town Council of the Town (the "Council") convened in a regular meeting on July 28, 2016, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Peter Dewing, Mayor
Danny Simpson, Mayor Pro Tem
Jean Young, Council Member
Mike McBride, Council Member
Michael Ganz, Council Member
Roger Sessions, Council Member

Shirley Rogers, Town Secretary

all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: __

ABSTAIN: __

2. That a true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Council's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Town Council has approved and hereby approves the aforesaid Resolution; and that the Mayor and the Town Secretary of the Town hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED THIS JULY 28, 2016.

Town Secretary,
Town of Northlake

Mayor,
Town of Northlake

(TOWN SEAL)

RESOLUTION

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, the Town Council of the Town of Northlake, Texas (the "Town"), deems it advisable to give notice of intention to issue certificates of obligation of the Town (the "Certificates of Obligation"), as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

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

Section 1. Attached hereto and marked "Exhibit A" is the form of Notice of Intention to Issue Certificates of Obligation of the Town (the "Notice"), the form and substance of which are hereby passed and approved.

Section 2. The Town Secretary shall cause the Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the Town, and published in the Town, once a week for two consecutive weeks, the date of the first publication thereof to be no later than the 31st day prior to the date set for the adoption of the ordinance authorizing the issuance of such Certificates of Obligation as shown in the Notice.

Section 3. The facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in the attached Notice.

Section 4. This Resolution is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

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

Exhibit A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION
OF THE TOWN OF NORTHLAKE, TEXAS

NOTICE IS HEREBY GIVEN that it is the intention of the Town Council of the Town of Northlake, Texas, to issue one or more series of interest bearing certificates of obligation of the Town for the purpose of paying all or a portion of the Town's contractual obligations to be incurred in connection with (i) street improvements, including related drainage, signalization, landscaping, sidewalks, lighting and signage and streetscape improvements; (ii) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the Town's waterworks and sewer system, including the purchase of a sewer truck; and (iii) paying legal, fiscal, engineering and architectural fees in connection with these projects and to pay costs of issuance of the certificates of obligation. The Town Council tentatively proposes to authorize the issuance of said series (one or more) of certificates of obligation at the Town Hall, Council Chambers, 1400 FM 407, Northlake, Texas, at a meeting to commence at 5:30 p.m., on September 8, 2016. The maximum amount of certificates of obligation indebtedness that may be authorized to be sold on said date for such purposes described above is \$____. The Town proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the Town as provided by law, and from a limited pledge of surplus revenues of the Town's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the Town's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the Town's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

TOWN OF NORTHLAKE, TEXAS

TOWN OF NORTHLAKE

7. Executive Session

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) when the governmental body seeks the advice of its attorney about:
 - (a) pending or contemplated litigation; or
 - (b) a settlement offer; or

‘Town of Northlake vs City of Justin (Cause No. 15-08170-367)
- b. Section 551.072 deliberates the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person
 - 1) Town Hall Space Lease
- c. Section 551.087 deliberations regarding economic development negotiations
 - 1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from, a business prospect that the governmental body seeks to have locate, stay, expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
 - 2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision
 - ii) Incentive package for Hempel U.S.A. Inc.
 - iii) Potential Development on former Texas Industries Site

Reconvene into Regular Session

The Town Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551 of the Texas Government Code, to take any action necessary regarding:

Section 551.087

- i) Consider a Resolution of the Town of Northlake, Texas, establishing a program and approving a Chapter 380 Agreement to promote economic development and stimulate business and commercial activity in the Town
- ii) Consider a Resolution of the Town of Northlake, Texas, approving a tax abatement agreement to promote economic development and stimulate business and commercial activity in the Town, providing for required notices