1. Agenda

    Documents:

        09-08-2016 AGENDA.PDF

2. Meeting Materials

    Documents:

        09-08-2016 COUNCIL PACKET (WEB).PDF

Town of Northlake, Texas
Town Council Meeting Agenda
Thursday, September 8, 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 regular meeting on September 8, 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 Meeting to Order
   Pledge of Allegiance - Moment of Silence

2. 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

3. 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

   A. Consider for approval the Town Council Minutes of 8-25-16

   B. Consider a Resolution designating the Denton Record Chronicle as the official newspaper for official publication for notices

   C. Consider a Resolution authorizing establishment of an additional Finance Department Cash drawer and a funding increase to the Finance Department petty cash change fund and cash drawer

   D. Consider a Resolution authorizing the increase to the Administrative petty cash fund for administrative expenses

   E. Consider for approval FY 16-17 Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System between the Denton County and Town of Northlake

   F. Consider for approval a Interlocal Cooperation Agreement between the Belmont Fresh Water District No. 1 and Town of Northlake for law enforcement services

   G. Consider for approval an Interlocal Agreement with the City of Frisco for the purchase of goods and services

   H. Consider for approval the FY 17 for Animal Control Services Agreement between Brian Hall d/b/a Brian The Animal Guy and the Town of Northlake

   I. Consider for approval Neighborhood Enhancement Consulting Agreement Renewal for Code Enforcement

4. Regular Items

J. Consider an Ordinance setting the levy of assessments for the cost of services provided in Northlake Public Improvement District No. 1 (Harvest) during FY 2016-17; setting the charges and liens against property in the District and against the owners thereof; providing for the collection of such assessments; reserving unto the Town Council the right to allow credits reducing the amount of the respective assessment to the extent of any credit granted

i. Public Hearing

ii. Ordinance

K. Consider an Ordinance approving the Fiscal Year 2016-17 Annual Service Plan Update to the Service and Assessment Plan for The Highlands Public Improvement District

i. Public Hearing

ii. Ordinance

L. Consider an Ordinance of the Town of Northlake, Texas adopting a Fiscal Year 2017 Annual Budget for Tax Increment Reinvestment Zone No. 1, Town of Northlake, Texas

M. Consider an Ordinance of the Town Council of Town of Northlake, Texas, approving and adopting a Proposed Budget for the Fiscal Year October 1, 2016 through September 30, 2017 for the Town of Northlake, Northlake Economic Development Corporation, Northlake Community Development Corporation, Northlake Public Improvement District No. 1 (Harvest), and The Highlands Public Improvement District providing that expenditures for said fiscal year shall be made in accordance with said Budget and declaring an effective date

N. Consider an Ordinance of the Town Council of the Town of Northlake, Texas, fixing and levying municipal ad valorem taxes of the Town of Northlake, Texas, for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017 at the rate of $0.295000 per one hundred dollars ($100.00), and for directing the assessment thereof; providing for a date on which such taxes become due and delinquent together with penalties and interest hereon; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption thereof

O. Consider all matters incident and related to the issuance and sale of "Town of Northlake, Texas, General Obligations Refunding Bonds, Series 2016", including the adoption of an ordinance authorizing the issuance of such bonds and approving all other matters related thereto

P. Consider all matters incident and related to the issuance and sale of "Town of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2016", including the adoption of an ordinance authorizing the issuance of such certificates of obligation and approving all other matters related thereto

Q. Consider an Ordinance amending Ordinance No. 13-0124A being the Northlake Unified Development Code as amended, by changing the zoning classification of a 154.278 acre tract of land situated in the J. James Survey, Abstract No. 1501, in the Town of Northlake from "RR" Rural Residential/"CRO" Conservation Residential Overlay to "RR-PD" Rural Residential Planned Development and revising the official zoning map in accordance therewith; providing a savings clause; providing a severability clause; providing a penalty clause; and providing an effective date. Susan Stewart, Brenda Jones, and Charles Faught are the owners. All About Babies and Holtman Designworks, Inc. are the applicant/developer. Case # PD-16-001.

i. Public Hearing

ii. Ordinance

R. Consider a Final Plat of Harvest Phase 3B, a proposed subdivision consisting of 331 single-family residential lots and 10 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 91.668-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located south of Old Justin Road between Cleveland-Gibbs Road and Harvest Way. Harvest Phase 3, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-16-013

S. Consider a Final Plat of Canyon Falls Westside Amenity Center, containing 2 lots consisting of an HOA amenity lot and an HOA open space lot on a 7.138-acre tract of land out of the M.E.P. & P.R.R. Survey, Abstract No. 913, and the W. Love Survey, Abstract No. 728, located on the north side of Westbridge Drive between Glendale Drive and Meridian Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant/developer. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-16-012.

T. Consider a Site Plan of Canyon Falls Westside Amenity Center, a proposed community amenity center to include a swimming pool, trail extension, and related facilities on a 7.138-acre tract of land out of the M.E.P. & P.R.R. Survey, Abstract No. 913, and the W. Love Survey, Abstract No. 728, to be platted as Lots 1 & 2X, Block RR, Canyon Falls Westside Amenity Center, located on the north side of Westbridge Drive between Glendale Drive and Meridian Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant/developer. J. Volk Consulting, Inc. is the engineer. Case # SP-16-006

U. Consider a Final Plat of Canyon Falls Dog Park, containing one lot on a 5.042-acre tract of land out of the W. Love Survey, Abstract No. 728, located at the southwest corner of Canyon Falls Drive and Westbridge Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant/developer. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-16-011.

V. Consider a Site Plan of Canyon Falls Dog Park, a proposed park to include a pavilion, dog park, restroom facilities, trail extensions, and related facilities on a 5.042-acre tract of land out of the W. Love Survey, Abstract No. 728, to be platted as Lot 1, Block QQ, Canyon Falls Dog Park, located at the southwest corner of Canyon Falls Drive and Westbridge Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant/developer. J. Volk Consulting, Inc. is the engineer. Case # SP-16-005

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X. Consider a Resolution to approve changing the street name for sections of Cleveland-Gibbs Road and Sam Lee Lane in the vicinity of the Northport 35 Business Center development generally located north of SH 114 at Cleveland-Gibbs Road
   i. Public Hearing
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Y. Consider the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election Ballot

5. Convene into Executive Session

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

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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)

Reconvene into Regular Session

6. Adjourn

CERTIFICATE

I hereby certify that the above agenda was posted on the front glass door at the Town Hall 1400 FM 407, Northlake, Texas on Friday, September 2, 2016 by 4:00 pm

Shirley Rogers

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

1. Regular Session

TOWN OF NORTHLAKE

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TOWN OF NORTHLAKE

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I. Consider for approval Neighborhood Enhancement Consulting Agreement Renewal for Code Enforcement

Town of Northlake, Texas
Town Council Meeting Minutes
Thursday, August 25, 2016
1400 FM 407 - Northlake Texas

1. Mayor Peter Dewing called the Regular Work Session to order at 5:30 pm, all members present

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

   Staff Present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Robert Crawford, Chief of Police; Eric Tamayo, Public Works Director; Karen Bolyard, Finance Director; Officers Doug Williams, Cody Long, Alvin Carey; and Shirley Rogers, Town Secretary

   Consultants Present: Ashley Dierker, Legal Counsel, Ben McGahey, PE Town Engineer

   Special Recognition:
   Mayor Dewing recognized two newly sworn-in Peace Officers Alvin Carey and Cody Long -

   Chief Crawford stated both Officers recently graduated from the Tarrant County College Criminal Justice Center Class 176 and were TCOLE certified in August 2016

2. Briefing Items
   A. Mayor Dewing directed Staff to explore different options and bring back proposals on the following changes to the Unified Development Code: prohibit construction of any Accessory Building in Rural Residential Zoning District without Primary Residence; and increase minimum dwelling unit size in Rural Residential Zoning District from 1,500 square feet to 2,200 square feet

3. Mayor Dewing called the Regular Meeting to order at 5:40 pm and stated all members present
   Pledge of Allegiance - Moment of Silence was observed

4. Public Input
   None came forward

5. Consent Items
   Councilmember Sessions moved to approve all of the Consent Items. 2nd by Councilmember Ganz

   Vote: Motion passed unanimous

   B. Town Council Minutes of 8-11-16
   C. Texas Speedway Centre DCCR's Amendment

6. Regular Items

D. Mayor Dewing opened the 2nd Public Hearing at 5:42 pm on the proposed property tax rate for Fiscal Year 2016-2017 of $0.2950 per $100 valuation to be considered for adoption by the governing body of the Town of Northlake, Texas at the September 8, 2016 meeting. The proposed tax rate would increase total taxes in Northlake by 37.0%

No one came forward for or against the proposed tax rate

Mayor Dewing closed the Public Hearing at 5:43 pm

E. Councilmember Ganz moved to approve the Final Plat of Creek Meadows Addition Phase 1, a phase of the proposed Creek Meadows Addition consisting of 6 single-family residential lots within the extraterritorial jurisdiction of the Town of Northlake on a 6.65-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the east side of Faught Road approximately 2,700 feet north of FM 407 conditioned on Town approval of the drainage study prior to recording of the final plat with the County. Case # FP-16-009. 2nd by Councilmember Councilmember McBride

Vote: Motion passed unanimous

7. Executive Session

Mayor Dewing convened the council into closed session at 5:48 pm during the meeting pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D: 1) Section 551.087 deliberations regarding economic development negotiations - Potential Water Tower

Mayor Dewing reconvene the council into open session at 5:57 pm

No action taken while in closed session

8. Mayor Dewing adjourned the meeting at 5:57 pm

Passed and approved on this the 8th day of September, 2016

Town of Northlake, Texas

_____

Peter Dewing, Mayor

ATTEST:

_____

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16-26

WHEREAS, the Town Council of the Town of Northlake, Texas, desires to authorize an official newspaper for publication of official notices of the Town;

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

Section 1. The Denton Record Chronicle, a daily newspaper published in the City of Denton, Texas, is hereby designated and approved as the official newspaper and publication of the Town of Northlake, Texas, as required by law is to be published in accordance with the law.

Section 2. Any prior Resolution of the Town of Northlake, Texas, establishing any other newspaper as the official paper and publication for the Town of Northlake, Texas, shall hereby be repealed and made of no effect.

Section 3. This Resolution shall become effective on the 1st of October, 2016.

AND IT IS SO RESOLVED.

PASSED AND APPROVED ON THIS THE 8 TH DAY OF SEPTEMBER 2016

TOWN OF NORTHLAKE, TEXAS

_____

Peter Dewing, Mayor

ATTEST:

_____

Shirley Rogers, Town Secretary

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: September 8, 2016

Re: Request for an additional cash drawer till and funding increases for cash drawer tills and petty cash funds

---

Due to an increase in customer activity and the addition of an Accounting Clerk, it has become necessary to request an additional cash drawer in the Finance Department and to request increases to both the Finance Department and Administrative petty cash funds.

Currently, the Permit Clerk maintains a cash drawer for the collection of monies for the Development Services Department while the Finance Department maintains one cash drawer for the collection of the Utility Department payments, franchise fees, taxes and for other services. Total funding of the existing cash drawers and petty cash change fund is $600.00 or $200.00 per till.

With the increase in daily transactions we are having problems with running out of funds necessary to make change throughout the day; therefore, staff requests the creation of a third cash drawer and an increase in the Finance Departments petty cash change fund. Staff recommends an increase of $100.00 per cash drawer till and for the petty cash change fund as well. Approval of this request would mean that the Finance Department would have a total amount of funding not to exceed $1,200.00 to operate three cash drawers and fund the petty cash change fund.

In addition to the above mentioned changes in funding for the Finance Departments tills our Town Secretary has requested an increase in the funding of the Administrative petty cash till. The Administrative petty cash till was created in 1999 and funded with an amount not to exceed $150.00. This petty cash fund is utilized for items that are traditionally paid for in cash such as the recording of plats, parking, etc. Due to the increase in Town activity staff recommends that the fund be increased to an amount not to exceed $200.00.

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

TOWN OF NORTHLAKE, TEXAS
Resolution No. 16-

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE ESTABLISHMENT OF AN ADDITIONAL FINANCE DEPARTMENT CASH DRAWER AND A FUNDING INCREASE TO THE FINANCE DEPARTMENTS PETTY CASH CHANGE FUND AND CASH DRAWER TILLS

WHEREAS, on August 13, 2015, the Town Council of Northlake authorized Resolution No. 15-32 creating a cash drawer fund for two cash drawers and a petty cash change fund, not to exceed a total of $600.00 (six hundred dollars), to be utilized by Development Services and the Finance Department; and

WHEREAS, the Finance Department has increased personnel and; therefore, requests the establishment of a third cash drawer till, not to exceed $300.00 (three hundred dollars), to collect monies for the Utility Department, other services and taxes; and

WHEREAS, daily transactions have increased; therefore, the Finance Department requests to increase the petty cash change fund and all cash drawer tills from a total of $600.00 (six hundred dollars) to $300.00 (three hundred dollars) per cash drawer till plus an additional $300.00 (three hundred dollars) for petty cash change fund for a total amount not to exceed $1,200.00 (one thousand two hundred dollars);

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

1. Authorize the establishment of a third Finance Department cash drawer to be utilized for the collection of monies for the Utility Department, other services and taxes. The total amount of this cash drawer shall not exceed $300.00 (three hundred dollars)

2. Authorize an increase from a total amount of $600.00 (six hundred dollars) to a total amount of $1,200.00 (one thousand two hundred dollars) for the Finance Department petty cash change fund and cash drawer tills so that each cash drawer and petty cash change fund may have a till amount not to exceed $300.00 (three hundred dollars).

PASSED AND APPROVED ON THIS 8TH DAY OF September, 2016

TOWN OF NORTHLAKE, TEXAS

_____
PETER DEWING, Mayor

ATTEST:

_____
SHIRLEY ROGERS, Town Secretary

TOWN OF NORTHLAKE, TEXAS

Resolution No. 16-

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING AN INCREASE TO THE ADMINISTRATIVE PETTY CASH FUND FOR ADMINISTRATIVE EXPENSES

WHEREAS, on August 19, 1999, the Town Council of Northlake authorized Resolution No. 135 creating an administrative petty cash fund for the Town's administrative expenses, not to exceed a total of $150.00 (one hundred fifty dollars); and

WHEREAS, daily transactions have increased; therefore, the Town Secretary requests to increase the administrative petty cash fund from a total amount of $150.00 (one hundred fifty dollars) to a total amount not to exceed $200.00 (two hundred dollars);

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

Authorizing the administrative petty cash fund to be increased from a total amount of $150.00 (one hundred fifty dollars) to a total amount not to exceed $200.00 (two hundred dollars).

PASSED AND APPROVED ON THIS 8TH DAY OF September, 2016

TOWN OF NORTHLAKE, TEXAS

_____

PETER DEWING, Mayor

ATTEST:

_____

SHIRLEY ROGERS, Town Secretary

STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency:

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2016** and ending on **September 30, 2017**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

5.1. Agency shall pay to County the Total Amount more fully described on ***Exhibit "A"***, the Agency Workload and Cost Statistics.

5.2. The Agency shall complete ***Exhibit "B"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.

5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.

5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.

5.5 If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.

5.6 Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

5.6.1. Determining the agency's percentage of total Calls For Service (CFS)

5.6.2 Determining the agency's percentage of total Officer Initiated Activity (OIA)

5.6.3 Averaging the values from # 5.6.1 & # 5.6.2

5.6.4 Determining the percentage of OIA that is Mobile Data Computer (MDC) activity

5.6.5 Determining agency OIA that is not MDC Activity

5.6.6 Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA

5.6.7 Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS

5.6.8 Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS

5.6.9 Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8

5.6.10 Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES**. The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching

services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

6.3 The services provided by County include the following:

6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;

6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;

6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;

6.3.4. providing on-going communication support to the emergency personnel in the field; and

6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.

7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.

7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.

7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes

7.5 Adherence to all Sheriff's Office communications rules and regulations.

7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "C"***.

7.7 Appoint representative and agree to participate in the Advisory Board.

7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "B"*** to this Agreement.

8. AGREEMENT. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. AGREEMENT LIASONS. Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote

sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	**Agency Workload and Cost Statistics**
Exhibit B	**Agency Payment Worksheet**
Exhibit C	**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT**

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	
Contact Person	
Address	
City, State, Zip	
Telephone	

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

_____
Mary Horn, County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

EXECUTED duplicate originals on this

Date:_____

Approved as to content:

_____
Denton County Sheriff's Office

Approved as to form:

_____
Assistant District Attorney
Counsel to the Sheriff

AGENCY

_____
Signature

_____

EXECUTED duplicate originals on this

Date:_____

Approved as to content:

_____
Agency

Approved as to form:

_____
Attorney for Agency

Exhibit A

	A	B	C	E	F	G
1	Column1	Column2	Column3	Co		
2	FY 16-17 Dispatch Costs					
3	FY Budget	$2,523,760.00				
4	1/2 Budget Amount	$1,261,880.00				
5	Agency	% Workload *	Cost by Workload			
6	ARGYLE PD	0.817%	$10,314			
7	ARGYLE ISD PD	0.014%	$179			
8	AUBREY PD	0.566%	$7,139			
9	AUBREY ISD PD	0.054%	$685			
10	BARTONVILLE PD	0.389%	$4,915			
11	CORINTH PD	6.607%	$83,369			
12	DOUBLE OAK PD	0.357%	$4,511			
13	HICKORY CREEK PD	2.253%	$28,427			
14	JUSTIN PD	0.664%	$8,380			
15	KRUM PD	1.270%	$16,028			
16	LITTLE ELM PD	9.146%	$115,411			
17	NCTC PD	0.000%	$0			
18	NORTHEAST PD	1.588%	$20,034			
19	NORTHLAKE PD	2.002%	$25,257			
20	OAK POINT PD	1.291%	$16,286			
21	PILOT POINT PD	0.909%	$11,476			
22	PONDER PD	0.189%	$2,390			
23	SANGER PD	2.508%	$31,642			
24	TROPHY CLUB PD	2.413%	$30,447			
25	ARGYLE FD	0.684%	$8,630			
26	AUBREY FD	1.127%	$14,223			
27	DOUBLE OAK VFD	0.082%	$1,030			
28	JUSTIN FD	0.430%	$5,427			
29	KRUM FD	0.376%	$4,741			
30	LAKE CITIES FD	1.778%	$22,439			
31	LITTLE ELM FD	1.458%	$18,399			
32	OAK POINT FD	0.257%	$3,249			
33	PILOT POINT FD	0.487%	$6,145			
34	PONDER VFD	0.228%	$2,874			
35	SANGER FD	0.825%	$10,407			
36	TROPHY CLUB FD	0.377%	$4,752			
37	OTHER	3.85%	$48,540	*		
38	SHERIFF'S OFC *	55.008%	$1,956,015	*		
39	**Totals**	**100.000%**	**$2,523,760**			
40						
41						
42	*SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity which is reduced from other entities total costs, as well as the remaining 1/2 of the total Communications Adopted Budget which other entities are not billed for at this time.					
43						
44						
45						
46						
47	Volunteer Agencies					

Exhibit B

2016-17 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	
Payment Contact Person:	
Phone Number:	
Address:	
City, State, Zip	
AGENCY TOTAL AMOUNT DUE	

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	**Denton County**
Mail payments to:	**Communications Agreement Payments** **Denton County Auditor** **401 W. Hickory, Suite 423** **Denton, Texas 76201-9026**

Payment Plan Options

Agency MUST Select One Payment Option

1		One Annual Payment (100%)
2		Two Payments (50%)
3		Four Payments (25%)
4		Twelve Monthly Payments
5		Other Payment Option

Exhibit C

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2016-17

Twenty-Four Hour Terminal Agency	**DENTON COUNTY SHERIFF'S OFFICE**
Non Twenty-Four Hour Terminal Agency	

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE	**AGENCY**
By: Will Travis	By: _____
Title: Denton County Sheriff	Title: _____
Date: _____	Date: _____

INTERLOCAL COOPERATION AGREEMENT
FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT (hereinafter the "Agreement"), is made and entered into by the Town of Northlake, Texas, a municipal corporation, (hereinafter referred to as "Northlake"), and the Belmont Fresh Water Supply District No. 1 of Denton County, Texas, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution, and operating pursuant to Chapters 49 and 53, Texas Water Code, with the powers of a county road district (hereinafter referred to as "the District"), and collectively, "the Parties."

RECITALS:

WHEREAS, the District is desirous of providing its residents and businesses with certain full-time law enforcement protection and services to the extent authorized by Section 49.216, Texas Water Code, and has requested Northlake to provide such law enforcement services; and

WHEREAS, Northlake is desirous of furnishing full-time law enforcement protection and services to the District; and

WHEREAS, the parties desire to enter into this Agreement for Northlake to provide law enforcement protection and services for the District in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues or other funds currently available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party; and

WHEREAS, this Agreement shall be in conformance with Section 49.216, Texas Water Code, and Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act;"

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Preamble. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Term. This Agreement shall be for a term of three (3) years commencing on October 1, 2016 ("Effective Date"), and ending at midnight on September 30, 2019. Notwithstanding anything herein to the contrary, however, this Agreement may be terminated pursuant to the provisions of Section 10.

Section 3. Scope of Services. Northlake agrees to provide the District with the services described in Section 49.216, Texas Water Code, including the following equipment, services, personnel, and facilities (described below, hereinafter collectively referred to as "Police Services"):

(a) Provide one officer per shift and a police patrol unit to provide random, routine neighborhood patrols, patrols of business establishments, routine investigation services, and otherwise enforce the laws of the State of Texas and rules of the District, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow. It is understood that (i) the officer provided to the District may, from time to time, be required to respond to calls or otherwise provide services outside of the District and (ii) that typically only one officer is assigned to cover Northlake and the District per shift. The parties agree that the coverage described hereinabove constitutes adequate police services. The District lies within Northlake's extra territorial jurisdiction ("ETJ") and its boundaries are depicted on the attached map (Attachment A).

(b) Answer and respond to calls for police assistance on a 24-hour basis.

(c) Arrange for and/or coordinating jail capacity and services for housing the District arrestees, including providing booking services.

(d) Provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide services to the District, including providing all employee policies and procedures and the administration thereof.

(e) Provide all general and personal liability coverage necessary for the adequate protection of Northlake personnel providing police services to the District at the same level of protection afforded officers and employees while performing the same or similar duties in Northlake, provided however, that neither party shall be responsible for the other party's employee retirement and/or pension benefits.

(f) Conduct all crime reporting and maintain Northlake's standard law enforcement activity reports/statistics pertinent to the District for the purpose of providing the District performance measures relating to services provided by Northlake in accordance with this Agreement.

(g) Give prompt consideration to all requests from the District routed through the District Liaison Officer regarding the delivery of law enforcement services under this Agreement. Northlake will make every reasonable effort to comply with such requests as long as they are consistent with the law and the Policy Manual of the Northlake Police Department.

(h) Submit written reports of any and all activity within the District once a quarter in January, April, July, and October of every year for the services provided during the prior months. Such reports shall include the response time for all activity reported within the District.

(i) Provide citizens and/or residents of the District with the same access to Northlake's Police Chief, officers, and employees as is provided to Northlake's citizens and residents.

Section 4. Liaison.

(a) The Chief of Police of Northlake or his designee shall act on behalf of Northlake, and serve as "Northlake Liaison Officer" for Northlake. The Northlake Liaison Officer will make or receive requests and confer upon matters concerning the delivery of law enforcement services to the District. The Northlake Liaison Officer will devote sufficient time and attention to the execution of said duties and will provide immediate and direct supervision of the Northlake Police Department 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 the District and Northlake. The Northlake Liaison Officer will cause the Northlake Police Department to respond to any non-emergency inquiries from the District Liaison Officer within 24 hours from the receipt of inquiry or, if the request is made on a weekend or holiday, on the next business day.

(b) The District shall designate a liaison to act on behalf of the District, and to serve as "The District Liaison Officer" for the District. The District Liaison Officer will devote sufficient time and attention to the execution of said duties on behalf of the District and will provide immediate and direct supervision of The District' employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of the District and Northlake. The District will notify Northlake as to the designation of the District Liaison Officer for the District. For routine inquiries, the Liaison Officer shall phone the Northlake Police Department non-emergency line or email Northlake at the email address furnished by the Northlake Chief of Police.

Section 5. Supervision. The Chief of Police for the Northlake Police Department will be solely responsible for the planning, organizing, assigning, directing and supervising the Northlake personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be solely determined, directed and performed by the Northlake Police Department; provided however, that the Northlake Police Department may consult with the District Liaison Officer concerning such matters.

Section 6. Compensation.

(a) The Annual Payment for October 1, 2016 through September 30, 2017 is seventy-two thousand dollars ($72,000.00). The District shall make this payment in four equal installments of eighteen thousand dollars ($18,000.00) with the first payment due on or before January 30, 2017, and the remaining payments for this first year due on March 1, 2017, June 1, 2017 and September 1, 2017, respectively. Payment amounts for future years will be determined annually based upon number of homes in the District, population, calls for service, investigative services rendered and any other equipment or other costs incurred by Northlake. The payment estimates and amounts shall be presented to the District for review and renewal annually.

(b) Northlake agrees to prepare and submit to the District its budget proposal for the future Annual Payment no later than June 1 of each year. The parties agree that the consideration hereunder is intended to compensate Northlake for the costs to provide Police Services. The payments made at the time of execution of this Agreement are solely based upon projected growth

estimates for the District and may not allow for recovery of costs to provide such services. In the event that the demand for services exceeds the payments made to Northlake to provide such services, the District shall allow Northlake to provide an updated budget report with updated payment requirements anytime during the District's fiscal year. The fees shall be calculated to ensure Northlake is recovering any and all costs associated with providing services to the District. Based on the budget proposal presented each year and prior to entering into a new Agreement, the District shall make the Annual Payment in the amount set forth in the proposal. The Annual Payment for each year shall be payable in four equal quarterly installments, each due on or before the first day of each calendar quarter as provided in subparagraph (a) above.

Section 7. Vehicle and Equipment.

(a) The District agrees that portions of their quarterly payments are dedicated to provide cost recovery in the purchase of a vehicle, in proper working condition, and all equipment necessary for patrol operation. This equipment includes, but is not limited to:

1. Radio
2. Lights and Siren
3. Markings
4. Cage
5. Camera System
6. MDC (compatible with Denton County-Northlake version)

(b) The District agrees that portions of their quarterly payments will subsidize costs of fuel and regularly scheduled maintenance and unscheduled maintenance and vehicle repair/replacement, including but not limited to:

1. Oil changes
2. Tires
3. Required fluids
4. Transmission Service
5. Fuel

Section 8. Ordinance/Rule Conflict. In the event a conflict between the applicable Rules and Ordinances of Northlake and the District creates difficulty in enforcement, Northlake shall notify the District of such conflict and the District shall consider amending its Rule(s) to be consistent with that of Northlake. If the District fails or refuses to amend its Rule(s) to be consistent with the corresponding Northlake Ordinance within 30 days of notice from Northlake, Northlake may refrain from enforcing the conflicting the District Rule(s).

Section 9. Revenues Retained. All revenues, fines, and forfeitures that may be generated by the performance of law enforcement duties within the geographical boundaries of the District shall be retained by Northlake.

Section 10. Termination.

(a) Either party may terminate this Agreement at any time by giving 90 days' notice to the other party. In the event of termination, the District shall pay Northlake for all services performed to the termination date, which will be 90 days after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.

(b) Should the District fail to make any payment due under the terms of this Agreement, then the District will be in default under this Agreement and interest shall accrue on behalf of Northlake in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). Failure to pay a quarterly installment or other invoice for services rendered hereunder within 15 days of written notice from Northlake of such default and the amount of payment required to remedy the default, shall result in termination of this Agreement and police services will cease 15 days after notice to the District**.**

(c) The District' recourse for failure of Northlake to furnish law enforcement services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the parties) or to terminate this Agreement by giving notice.

(d) If this Agreement is terminated, the vehicle and equipment subsidized by the District pursuant to Section 7 will be relinquished to Northlake.

(e) Either party to this Agreement can expect and may require the other party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should any party to this Agreement be in default under this Agreement, the other party shall provide 30 days' notice to remedy the default, after which notice such party shall promptly cure the default.

(f) Should any notice of default be given for any default (other than a default for nonpayment) and not be cured to the satisfaction of the non-defaulting party within 30 days, the parties agree to submit to non-binding mediation. Each party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the parties cannot mutually agree on a mediator, each party may strike all but one of the other party's proposed mediators, leaving a total of two names. The parties shall then select a name by coin toss. It is the intent of the parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the parties whether or not the mediation results in resolution of the matters in controversy.

(g) If mediation does not result in resolution of the matters in controversy, the aggrieved party may proceed to enforce its rights in a court of competent jurisdiction.

(h) The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

(i) All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

Section 11. Notices. All written notices shall be sent to the following parties by certified mail-return receipt requested:

Northlake	**Belmont Fresh Water Supply District No. 1**
Mayor Peter Dewing Town of Northlake 1400 FM 407 Northlake, Texas 76247 940-648-3290	President, Board of Supervisors Belmont FWSD No. 1 of Denton County c/o Crawford & Jordan, LLP 3100 McKinnon, Suite #1100 Dallas, Texas 75230 214-981-9090

Section 12. Jurisdiction. The District grants full and complete authorization and jurisdiction to Northlake for all Police Services provided by Northlake contained in this Agreement. Said jurisdiction shall apply to the boundary limits of the District.

Section 13. Venue. Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 14. Northlake Police Department. At all times during the term of this Agreement, all police officers and employees shall be solely under the supervision and control of the Chief of Police of Northlake or the Chief's duly authorized representative.

Section 15. Party Status. Both parties agree that (i) Northlake is an independent contractor, (ii) that Northlake shall have exclusive control of the performance of services hereunder, and (iii) that employees of Northlake in no way are to be considered employees of the District.

Section 16. Indemnification.

(a) To the extent permitted by law, the District agrees to hold harmless, save and indemnify Northlake from and against any and all claims for damages, personal injury and/or death that may be asserted against Northlake arising from the District' negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Northlake.

(b) To the extent permitted by law, Northlake agrees to hold harmless, save and indemnify the District from and against any and all claims for damages, personal injury and/or death that may be asserted against the District arising from Northlake's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by the District.

(c) The foregoing notwithstanding, the parties hereto reserve the right to assert all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties.

(d) The provisions of this indemnification are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

Section 17. Waiver of Breach. No waiver by either party of any default or breach of a term or condition of this Agreement by the other party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

Section 18. Modification. This Agreement may only be modified, changed or altered at any time upon mutual agreement of the parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of Northlake and the District.

Section 19. No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Northlake or the District which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

Section 20. Miscellaneous. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the parties hereto. This Agreement shall not be construed more strictly against the drafter as both parties have the benefit of counsel. This Agreement contains the entire agreement between the parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

(the remainder of this page intentionally left blank)

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day of _____, 2016 in duplicate originals.

TOWN OF NORTHLAKE, TEXAS

BELMONT FRESH WATER SUPPLY DISTRICT NO. 1 OF DENTON COUNTY

Peter Dewing, Mayor	**Matt Beford, President**
ATTEST:	**ATTEST:**
Shirley Rogers, Town Secretary	**John Longoria, Board Secretary**

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this the __ day of September, 2016, by and between the CITY OF FRISCO, Texas (hereinafter called "FRISCO"), and the TOWN OF NORTHLAKE, Texas (hereinafter called "NORTHLAKE"), each acting by and through its duly authorized officials:

WHEREAS, FRISCO and NORTHLAKE are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function; and

WHEREAS, FRISCO and NORTHLAKE wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which FRISCO and NORTHLAKE may purchase various goods and services commonly utilized by each party; and

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of FRISCO and NORTHLAKE through the anticipated savings to be realized and is of mutual concern to the contracting parties; and

WHEREAS, FRISCO and NORTHLAKE have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; FRISCO and NORTHLAKE agree as follows:

1. FRISCO and NORTHLAKE may cooperate in the purchased of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

2. FRISCO and NORTHLAKE shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. FRISCO and NORTHLAKE shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of the Agreement shall be for one (1) year, commencing on the Effective Date and terminating on September 1, 2017, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express, or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made a part of the operative provisions hereof.

Thanks Kristi!EXECUTED hereto on the day and year first above written

CITY OF FRISCO

_____
George Purefoy, City Manager

TOWN OF NORTHLAKE

_____
Drew Corn, Town Administrator

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on this the ___ day of September, 2016, by George Purefoy, City Manager of the **CITY OF FRISCO, TEXAS,** a home-rule municipal corporation, on behalf of such corporation.

_____
Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the __ day of September, 2016, by Drew Corn, Town Administrator of the **TOWN OF NORTHLAKE, TEXAS,** a Type A municipal corporation, on behalf of such corporation.

_____
Notary Public in and for the
State of Texas

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Brian Hall, a private contractor, d/b/a/ Brian The Animal Guy (hereinafter referred to as Brian The Animal Guy) and the Town of Northlake, Texas, a municipal corporation, (hereinafter referred to as "Northlake" or the "Town").

RECITALS:

WHEREAS, Town of Northlake, is desirous of providing its residents and businesses with full-time animal control services, and a designated Local Rabies Control Authority, and

WHEREAS, Brian The Animal Guy is desirous of furnishing full-time animal control services to Town of Northlake; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to Town of Northlake in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term**: This Agreement shall be for a term of twelve (12) months, commencing on October 1, 2016 and ending September 30, 2017, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Town of Northlake.

Section 3. **Scope of Services**: Brian The Animal Guy hereby agrees to provide Town of Northlake the following equipment, services, personnel, and facilities:

a. **Service Calls**: Brian The Animal Guy will provide unlimited field service calls per month in consideration for the payment to be made by Town of Northlake under Section 4a.

b. **Monthly Reports**: Brian The Animal Guy will supply a monthly report to the Town Secretary, Police Chief, or Town representative of Town of Northlake no later than 4:00 p.m., the 6th day of every month. The report shall summarize all animal control activity within the Town borders from the previous month.

c. **Animal Bites**: Brian The Animal Guy will make an investigation with incident report and have the animal's owner verify that rabies vaccinations are current. Contractor will respond and oversee proper quarantine procedures set forth by state law and Town Ordinance. Brian The Animal Guy will be the Town's designated Local Rabies Control Authority.

d. **Dead Animal Pickup**: Brian The Animal Guy agrees to provide removal of dead animals, excluding livestock, within the limits of Town of Northlake.

e. **Impoundment**: An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of the Town of Northlake Code of Ordinances or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify Town Hall as soon as possible regarding any animal impounded. The Town shall receive fifty (50) percent of the fees generated from impounds if the animal is claimed by its owner. All impound fees are waived if the animal is adopted out or humanely destroyed.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO. Written warnings may be issued to owners. Repeat violators may be impounded and/or citations may be issued to owners of said animal.

All impounded animals shall be kept for not less than three (3) days by Brian The Animal Guy. After this period of time, the animal shall be released to the animal control facility and either placed for adoption or humanely destroyed at the discretion of the facility and Brian The

Animal Guy. No record shall be kept by the Town as to the disposition of an animal after release is made to the facility.
Any animal, whether licensed or unlicensed, which in the professional judgment of Brian The Animal Guy and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, or which appears to have rabies, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene.

Brian The Animal Guy shall use the animal holding facility located at:

1200 W. Hwy 114
Roanoke, TX, 76262
Phone (817) 401-1861

If Brian The Animal Guy desires to change facilities, a representative of Brian The Animal Guy must notify Town of Northlake at least 48 hours prior to the change.

f. **Humane Traps**: Brian The Animal Guy shall make available humane traps for raccoons, armadillos, opossums, cats, skunks, and unapproachable dogs. Traps will be set by the ACO. Skunks will be euthanized due to their rabies risk. Dogs will be impounded. Other animals will be relocated to remote drop sites. The ACO will determine whether any cats caught in live traps will be released. Trap rental fees to the resident will be applicable.

g. **Loose Livestock**: Brian The Animal Guy will respond to calls on loose horses, cattle, pigs, or ruminants by containing the animal(s) and then notifying the owner (if possible) to claim the animal(s).

h. **Wild Animal Removal**: Brian The Animal Guy will remove snakes and other wildlife from the Town resident's homes or yards. Fees to the resident will be applicable.

i. **Animal Cruelty Calls**: Brian The Animal Guy will respond to animal cruelty or neglect calls and take appropriate action according to state law. A police officer will assist ACO on any such call.

j. **Education**: Brian The Animal Guy will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.

k. **Schedule of Fees to Residents**:

Animal Impoundment Fee:	$30 per day from animal owner.
Trap Rental Fee:	$30 per trap, per week usage charged to resident.
Trap Emptying Fee:	$25 per visit, charged to resident.
Wildlife Removal Fee:	$20 to $30 depending upon situation.

Section 4. **Town of Northlake's Obligations**: Town of Northlake agrees to perform the following:

a. Pay an all-inclusive monthly fee of one hundred twenty five dollars ($125) for all animal control patrol and services, payable on the first day of each month.

b. Agree to the "Schedule of Fees" set forth in Section 3.

Section 5. **Revenues Retained**: Town of Northlake shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the Town's boundary.

Section 6. **Termination**:

a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Brian The Animal Guy will be compensated for all service performed to termination date, which will be the date one (1) month after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.

b. If Town of Northlake fails to make payment to Brian The Animal Guy within fifteen (15) days after the date of billing for any invoiced amounts, Brian The Animal Guy, at its discretion, may suspend service until payment is received. Town of Northlake will not receive credit for time which service is suspended for payment. If it becomes necessary for Brian The Animal Guy to suspend services to Town of Northlake for non-payment of the invoiced amounts, Brian The Animal Guy will identify a date on which the services will be suspended and will notify Town Hall by telephone and in writing of the date services will be suspended.

c. Town of Northlake's recourse for failure of Brian The Animal Guy to furnish any services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the parties) or terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Brian The Animal Guy	Town of Northlake
510 Santa Barbara Dr.	1400 FM 407
Keller, TX 76248	Northlake, TX 76247

Section 8. **Dispute Resolution**: In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of Town of Northlake and the CEO of Brian The Animal Guy.

Section 9. **Jurisdiction**: By this Agreement, Town of Northlake grants full and complete authorization and jurisdiction to Brian The Animal Guy for all services provided by Brian The Animal Guy as contained in this Agreement.

Section 10. **Venue**: Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certification**: At all times during the term of this Agreement, all animal control officers shall be under supervision and control of a representative of Brian The Animal Guy. Also, all officers must be certified in their respective areas of expertise to carry out their duties.

Section 12. **Performance**: Both parties mutually agree that Brian The Animal Guy is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Brian The Animal Guy in no way are to be considered employees of Town of Northlake.

Section 13. **Indemnification**: Brian The Animal Guy agrees to hold harmless, save and indemnify the Town of Northlake and its Officers for any and all claims for damages, personal injury and/or death that any be asserted against Town of Northlake arising from Brian The Animal Guy negligence or its performance hereunder, save and except intentional acts of gross negligence by Town of Northlake. The foregoing notwithstanding, the parties hereto reserve the right

to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification re solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 14. **Insurance**: Brian The Animal Guy agrees to procure and maintain, at a minimum, $300,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of Brian The Animal Guy, its officers, employees, or agents under or pursuant to this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this 8th day of September, 2016, in duplicate originals.

BRIAN THE ANIMAL GUY

By: Brian Hall, Owner

ATTEST:

By: Witness

TOWN OF NORTHLAKE

By: Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

CONTRACT RENEWAL NOTICE

September 1, 2016

To: Town of Northlake Texas
From: NEC Consulting
300 E Swisher
Lake Dallas Texas 75065

RE: NEC Code Enforcement Consulting Contract

The above referenced contract was awarded in September of 2015. It has been determined that the Town of Northlake feels that NEC has performed in accordance with the requirements of the Contract. Therefore, NEC and the Town of Northlake desire to renew the Contract effective from **October 1, 2016** through **September 30, 2017**. This renewal period shall be governed by the specifications, pricing, and the terms and conditions set forth per the above referenced Contract.

Acknowledge your acceptance of this renewal by signing this document in the space provided below.

Sincerely,

Don Strange
NEC Owner Operator CE#2997

I/We hereby acknowledge acceptance of this Contract renewal, and agree to be bound by all requirements, terms, and conditions as set forth in the above referenced Contract.

Company:_____ Signed: _____

Date: _____ Print Name: _____

State of Texas §

County of Denton §

Agreement for Code Enforcement / CIP Inspection Services

This agreement for code enforcement services (hereinafter referred to as "Agreement") is entered into by and between the Town of Northlake, Texas (hereinafter referred to as "Town") and Don Strange, doing business as Neighborhood Enhancement Consulting (hereinafter referred to as "NEC"). In consideration of the mutual promises herein contained, the parties agree as follows.

Recitals

It is the desire of the Town to engage the services of NEC as its agent to provide code enforcement and Capital Improvement Inspection services, as that term is defined in Chapter 1952 of the Occupations Code, as amended. NEC shall provide services in its capacity as an independent contractor acting as the agent of the Town for the identification, notification and abatement of violations of the Town codes and ordinances identified by the Town Administrator or his/her designee. As and when requested by the Town Administrator or his/her designee, code enforcement services shall be provided by NEC at the agreed hourly rate set out in this Agreement. Such services shall include but not be limited to inspecting properties in the Town, issuing notices of violation to property owners and occupants, sending letters seeking abatement of such violations, issuing citations, and if necessary, assisting with testimony and documentary evidence in the prosecution of municipal court cases or civil action by the Town to abate code violations on such properties and other services necessary for the performance of NEC's obligations under this Agreement (hereinafter referred to as the "Services").

Terms

1. **Term/termination.** This Agreement shall be for an initial period of one year commencing on the 1st day of October 2015 and may be extended for five additional one year periods by mutual written agreement of the parties. NEC may terminate this Agreement at any time for any reason upon furnishing the Town at least thirty days' prior written notice. The Town may terminate this Agreement at any time for any reason upon furnishing NEC at least thirty days' prior written notice.

2. **Scope of Work/Compensation.** NEC shall inspect properties which have been identified by it or by the Town, by observation or complaint, as having code violations, shall issue notices to the owners and occupants of such properties, shall send letters with regard to the abatement of such violations, shall issue citations to municipal court if the violations are not timely abated, and shall take such other action as may be necessary to abate the violations, including if necessary, assisting the Town attorney with testimony and documentary evidence in the prosecution of municipal court cases and/or civil action by the Town to abate the code violations on such properties. Citations used will be from numbered Town citation books issued by the municipal court. Letters will be prepared and emailed to support staff for mailing. NEC shall be compensated in accordance with the following fee schedule for services provided hereunder. Such fees shall be full and complete compensation for the services performed:

A. NEC will perform code enforcement and CIP inspection services for the City at a rate of $40.00 per hour.

B. The hours spent in the performance of the services shall not be less than five (5) hours per week and shall not exceed ten (10) hours per week without the prior written authorization of the Town Administrator or his/her designee.

C. A summary of work done and hours worked will be provided on an invoice to the Town Administrator or his/her designee once every month.

3. **Independent contractor.** It is expressly understood and agreed that NEC will perform the code enforcement services hereunder as an independent contractor. NEC has the right to control the day to day details of the services under this Agreement. The manner and means of the performance of the services by NEC hereunder are at the discretion of NEC. In performing its services hereunder, NEC will abide by all codes and ordinances of the Town and all applicable state and federal laws with regard to its code enforcement activities. The doctrine of respondeat superior shall not apply as between the Town and NEC in that nothing herein shall be construed as creating a partnership or joint enterprise between the Town and NEC. NEC will have no authority to bind the Town or otherwise incur liability on behalf of the Town. Further, the Town will have no obligation to provide insurance to NEC or other benefits. All taxes due on compensation received by NEC hereunder shall be the sole responsibility of NEC.

4. **Indemnification/Remedies Cumulative.** NEC, ITS OFFICERS, AGENTS, EMPLOYEES AND OTHER LEGAL REPRESENTATIVES DO HEREBY AGREE TO FULLY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS ("INDEMNITIES") FROM AND AGAINST LOSSES, DEMANDS AND COSTS, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, RELATED TO, ARISING OUT OF, RESULTING FROM, OR ACCRUING AS A RESULT OF CODE ENFORCEMENT SERVICES PERFORMED BY NEC, EXCEPT FOR THE NEGLIGENCE OR WILLFUL CONDUCT OF THE TOWN. NEC'S INDEMNIFICATION OBLIGATION SHALL BE IN ADDITION TO ALL RIGHTS, REMEDIES, AND PRIVILEGES AVAILABLE AT LAW OR IN EXERCISE OF ONE OR MORE OF SUCH RIGHTS, REMEDIES, OR PRIVILEGES. LIKEWISE, ONE OR MORE INSTANCES OF FORBEARANCE BY THE TOWN IN THE EXERCISE OF ITS RIGHTS, REMEDIES OR PRIVILEGES HEREUNDER SHALL IN NO WAY TO CONSTITUTE A WAIVER OF THE EXERCISE OF ANY SUCH RIGHTS REMEDIES OR PRIVILEGES. NO THIRD PARTY RIGHTS ARE CREATED BY THIS AGREEMENT. THE TOWN RESERVES TO ITSELF ALL DEFENSES IT HAS AS A MATTER OF LAW, INCLUDING GOVERNMENTAL IMMUNITY, FOR ITS ACTIONS IN ENFORCING THE CODES AND ORDINANCES OF THE TOWN. THIS SECTION 4 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

5. **Insurance.** At its own cost and expense NEC shall purchase and maintain automobile liability insurance coverage for its motor vehicles and employees in at least the minimum amounts required by state law.

6. **Qualified.** NEC represents and warrants that all persons performing services hereunder are qualified code enforcement officers as that term is used in Occupations Code, Chapter 1952, as amended, to perform such services as agents for the Town, and have current licenses and certifications to perform such services as required by applicable law, and are in good standing with the appropriate regulatory authorities governing the services performed by each such person under this Agreement.

7. **Entire agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the services described herein. All prior agreements and understandings with regard to these matters are hereby superseded. No amendments to this Agreement shall be effective unless in writing and signed by the parties hereto.

8. **Notice.** Any notice required or desired to be given under this Agreement shall be in writing and signed by the party giving the same and shall be personally delivered or sent by registered or certified mail, return receipt requested, to the other party hereto at the address of that party set forth below or at such other address designated in writing by that party.

Town: Town of Northlake

1400 FM 407

Northlake TX 76247

NEC: Neighborhood Enhancement Consulting

18030 Cheshier

Justin Texas 76247

9. **Successors and assigns; agents or assistants.** The Town and NEC bind themselves, their heirs, executors, successors, and assigns, to the other party to this Agreement. Neither the Town nor NEC shall assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, successors and assigns of the respective parties.

Subject to the foregoing, to the extent reasonably necessary for NEC to perform its duties hereunder, NEC may engage the services of any agents or assistants which it may deem proper and it may further employ engage or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. The cost of the services of such agents or assistants shall be borne by NEC at its sole cost and expense. NEC further agrees that retaining the services of agents or assistants for any portion or feature of the work or material required in the performance of this Agreement shall not relieve NEC from its full obligations to the Town as provided by this Agreement.

10. **Venue.** This Agreement shall be construed defined and interpreted under the laws of the State of Texas. All obligations of the parties created hereunder are performable in the County of Denton, State of Texas. Exclusive venue of any legal action with regard hereto shall lie in Denton County Texas.

EXECUTED AND EFFECTIVE THIS 11th **DAY OF** September **2015.**

Town of Northlake, Texas	**NEC Consulting**
_____	_____
Drew Corn	**Don Strange**
Town Administrator	**Owner**

47789

4. Regular Items

J. Consider an Ordinance setting the levy of assessments for the cost of services provided in Northlake Public Improvement District No. 1 (Harvest) during FY 2016-17; setting the charges and liens against property in the District and against the owners thereof; providing for the collection of such assessments; reserving unto the Town Council the right to allow credits reducing the amount of the respective assessment to the extent of any credit granted

   i. Public Hearing
   ii. Ordinance

K. Consider an Ordinance approving the Fiscal Year 2016-17 Annual Service Plan Update to the Service and Assessment Plan for The Highlands Public Improvement District

   i. Public Hearing
   ii. Ordinance

L. Consider an Ordinance of the Town of Northlake, Texas adopting a Fiscal Year 2017 Annual Budget for Tax Increment Reinvestment Zone No. 1, Town of Northlake, Texas

M. Consider an Ordinance of the Town Council of Town of Northlake, Texas, approving and adopting a Budget for the Town for the Fiscal Year October 1, 2016 through September 30, 2017 providing that expenditures for said Budget

N. Consider an Ordinance of the Town Council of the Town of Northlake, Texas, fixing and levying municipal ad valorem taxes of the Town of Northlake, Texas, for the Fiscal Year beginning October 1, 2016 and ending September 30, 2017 at the rate of $0.295000 per one hundred dollars ($100.00), and for directing the assessment thereof; providing for a date on which such taxes become due and delinquent together with penalties and interest hereon; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption thereof

O. Consider all matters incident and related to the issuance and sale of “Town of Northlake, Texas, General Obligations Refunding Bonds, Series 2016”, including the adoption of an ordinance authorizing the issuance of such bonds and approving all other matters related thereto

P. Consider all matters incident and related to the issuance and sale of “Town of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2016”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation and approving all other matters related thereto

Q. Consider an Ordinance amending Ordinance No. 13-0124A being the Northlake Unified Development Code as amended, by changing the zoning classification of a 154.278 acre tract of land situated in the J. James Survey, Abstract No. 1501, in the Town of Northlake from “RR” Rural Residential/”CRO” Conservation Residential

Overlay to "RR-PD" Rural Residential Planned Development and revising the official zoning map in accordance therewith; providing a savings clause; providing a severability clause; providing a penalty clause; and providing an effective date. Susan Stewart, Brenda Jones, and Charles Faught are the owners. All About Babies and Holtman Designworks, Inc. are the applicant/developer. Case # PD-16-001.

i. Public Hearing
ii. Ordinance

R. Consider a Final Plat of Harvest Phase 3B, a proposed subdivision consisting of 331 single-family residential lots and 10 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 91.668-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located south of Old Justin Road between Cleveland-Gibbs Road and Harvest Way. Harvest Phase 3, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-16-013

S. Consider a Final Plat of Canyon Falls Westside Amenity Center, containing 2 lots consisting of an HOA amenity lot and an HOA open space lot on a 7.138-acre tract of land out of the M.E.P. & P.R.R. Survey, Abstract No. 913, and the W. Love Survey, Abstract No. 728, located on the north side of Westbridge Drive between Glendale Drive and Meridian Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant/developer. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-16-012.

T. Consider a Site Plan of Canyon Falls Westside Amenity Center, a proposed community amenity center to include a swimming pool, trail extension, and related facilities on a 7.138-acre tract of land out of the M.E.P. & P.R.R. Survey, Abstract No. 913, and the W. Love Survey, Abstract No. 728, to be platted as Lots 1 & 2X, Block RR, Canyon Falls Westside Amenity Center, located on the north side of Westbridge Drive between Glendale Drive and Meridian Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant/developer. J. Volk Consulting, Inc. is the engineer. Case # SP-16-006

U. Consider a Final Plat of Canyon Falls Dog Park, containing one lot on a 5.042-acre tract of land out of the W. Love Survey, Abstract No. 728, located at the southwest corner of Canyon Falls Drive and Westbridge Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant/developer. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-16-011.

V. Consider a Site Plan of Canyon Falls Dog Park, a proposed park to include a pavilion, dog park, restroom facilities, trail extensions, and related facilities on a 5.042-acre tract of land out of the W. Love Survey, Abstract No. 728, to be platted as Lot 1, Block QQ, Canyon Falls Dog Park, located at the southwest corner of Canyon Falls Drive and Westbridge Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant/developer. J. Volk Consulting, Inc. is the engineer. Case # SP-16-005

W. Consider a Resolution of the Town Council authorizing creation of an Employee Benefits Trust; designating all members of the Town Council to be Trustees of said Trust; authorizing the Trust to purchase various forms of insurance for the benefit of Town Officers, Employees, Qualified Retirees and their dependents

X. Consider an Resolution to approve Street Name Changes

i. Public Hearing
ii. Resolution

Y. Consider the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election Ballot

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Karen Bolyard, Finance Director

Date: September 8, 2016

Re: Public Improvement District #1 Fiscal Year 2016-2017 Service and Assessment Plan Public Hearing and Adoption

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On May 23, 2013, council held a public hearing on the creation of Public Improvement District (PID) #1 (Harvest). This hearing notice was published on May 6, 2013; seventeen days in advance of the hearing. At the council meeting, Council adopted the service and assessment plan and created the PID.

Each fiscal year, the Council must hold a public benefit hearing on the PID with an updated service and assessment plan. The PID is known as a rate-based PID and the rate is twenty-one cents per $100 valuation for the assessment. The service plan is developed by First Residential Services which is also the Harvest Homeowners' Association management company. The services provided for in the plan consist of maintenance, landscaping and irrigation of common public areas with Harvest.

Please contact me at 940.242.5701, if you have any questions or comments before the Council meeting.

ORDINANCE NO. 16-0908_

AN ORDINANCE SETTING THE LEVY OF ASSESSMENTS FOR THE COST OF SERVICES PROVIDED IN NORTHLAKE PUBLIC IMPROVEMENT DISTRICT NO. 1 DURING FISCAL YEAR 2016-2017; SETTING OF CHARGES AND LIENS AGAINST PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; PROVIDING FOR THE COLLECTION OF SUCH ASSESSMENTS; RESERVING UNTO THE TOWN COUNCIL THE RIGHT TO ALLOW CREDITS REDUCING THE AMOUNT OF THE RESPECTIVE ASSESSMENT TO THE EXTENT OF ANY CREDIT GRANTED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Northlake, Texas, has heretofore directed that certain services (the "Services") shall be provided in the Northlake Public Improvement District No. 1 (the "District"); and

WHEREAS, the boundaries of the improvement district are approximately: quarter mile north of Old Justin Road on the north, Harvest Way on the east, FM 407 on the south, and quarter mile west of Cleveland-Gibbs Road on the west; and

WHEREAS, the Services provided in Fiscal Year 2016-2017 and their estimated costs are as follows:

EXPENSES	
Utilities	78,219
Landscape Maintenance	646,904
Common Area Maintenance	41,104
Limited Access	0
General and Administrative	15,444
Insurance and Taxes	4,4849
Employees	52,860
Town Administration Fee	6,000
Budget Expenses	**845,380**

The total budgeted expenses of the Services are $845,380 in the District; and

WHEREAS, it is proposed that property in the District be assessed at $0.21 per each $100 of property value, as of January 1, 2016 and determined by the appraisal district with jurisdiction over property in the District:

WHEREAS, the Services and proposed assessment roll were heard by the Town Council in a public hearing conducted on the 11th day of August, 2016, at 5:30 p.m. in the Council Chamber in the Town Hall in the Town of Northlake, Texas (the "Public Hearing"), notice of which was published in a newspaper of general circulation in the Town, and at such hearing all desiring to be heard were given a full and fair opportunity to be heard;

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

SECTION 1.

The Town Council, from all evidence before it, including all information provided to it and considered in the Public Hearing, finds that the assessments herein described should be levied against the respective parcels of property in the District and against the owners of such property. Such assessments and charges are right and proper and are substantially in proportion to the benefits to the respective parcels of property by means of the Improvements in the District for which such assessments

are levied and establish substantial justice and equality and uniformity between all parties concerned, considering the benefits received and burdens imposed. The Town Council further finds that in each case the property assessed is specially benefited in enhanced value to the said property by means of the Improvements in the District and for which assessment is levied and charge made, and further finds that the apportionment of the cost of the Improvements is in accordance with applicable law. The Town Council, from the evidence, further finds that the values of the respective parcels of property on January 1, 2016, are true and correct.

SECTION 2.

There shall be levied and assessed against the parcels of property in the District and against the real and true owners thereof (whether such owners be correctly named herein or not), the sums of money itemized per parcel of property, and the owners thereof, as far as such owners are known, at the following rates and method of payment: $0.21 per each $100 of value for property in the District.

SECTION 3.

Where more than one person or entity owns an interest in any property described herein, each such person or entity shall be personally liable only for its, her or his pro rata share of the total assessment against such property in proportion to its, his or her respective interest to the total ownership such property, and its, his or her respective interest in such property may be released from the assessment lien upon payment of a proportionate sum.

SECTION 4.

The several sums above mentioned and assessed against the said parcels of property, and owners thereof, and penalty and interest thereon at the rate prescribed by Chapter 372, Texas Local Government Code (the Public Improvements District Assessment Act), together with reasonable attorney's fees and cost of collection, if incurred, are hereby declared to be and are made a lien upon the respective parcels of property against which the same are assessed, and a personal liability and charge against the real and true owners of such property, whether such owners be correctly named herein or not, and such liens shall be and constitute the first enforceable lien and claim against the property on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims, except state, county, school district and Town ad valorem taxes. A copy of this ordinance may be filed with the County Clerk of Denton County, Texas, and when so filed shall constitute complete and adequate legal notice to the public concerning the liens hereby assessed against the respective parcels of property and the owners thereof.

The sums so assessed against the respective parcels of property and the owners thereof shall be and become due and payable on or before January 31, 2017, and shall become delinquent if not paid by February 1, 2017. The entire amount assessed against each parcel of property shall bear penalty and interest, from and after February 1, 2017 at the same rate as prescribed by law for any delinquent ad valorem tax until paid.

SECTION 5.

If default shall be made in the payment of any assessments, collection thereof shall be enforced by suit in any court of competent jurisdiction, and Town shall exercise all of its lawful powers to aid in the enforcement and collection of said assessments.

SECTION 6.

The total amount assessed against the respective parcels of property, and the owners thereof, is in accordance with the proceedings of the Town hereto and is less than the proportion of the cost allowed and permitted by applicable law.

SECTION 7.

Although the aforementioned charges have been fixed, levied, and assessed in the respective amounts herein stated, the

Town Council does hereby reserve the right to reduce the aforementioned assessments by allowing credits to certain property owners where deemed appropriate and provided that such any such allowance does not result in any inequity and/or unjust discrimination.

SECTION 8.

Full power to make and levy reassessments and to correct mistakes, errors, invalidities or irregularities in the assessments are, in accordance with the law in force in this Town, vested in the Town.

SECTION 9.

In any suit upon any assessment or reassessment, it shall be sufficient to allege the substance of the provision recited in this ordinance and that such recitals are in fact true, and further allegations with reference to the proceedings relating to such assessment and reassessment shall not be necessary.

SECTION 10.

Should any portion, section or part of a section of this Ordinance be declared invalid, inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way impair the remaining portions, sections, or parts of sections of this Ordinance, which shall remain in full force and effect.

SECTION 11.

This Ordinance shall be cumulative of all other ordinances and appropriations amending the same except in those instances where the provisions of this Ordinance are in direct conflict with such other ordinances and appropriations, in which instance said conflicting provisions of said prior ordinances and appropriations are hereby expressly repealed.

SECTION 12.

This Ordinance shall take effect and be in full force and effect from and after the date of its passage.

PASSED AND APPROVED ON THIS THE 8TH DAY OF SPETEMBER 2016

TOWN OF NORTHLAKE, TEXAS

_____
Peter Dewing, Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
Ashley Dierker, Town Attorney

ATTEST:

_____
Shirley Rogers, Town Secretary

M&C: _____

Effective: 09-08-2016

Ordinance No. 16-0908_

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Nathan Reddin, Development Director

Date: September 8, 2016

Re: The Highlands Public Improvement District Fiscal Year 2016-2017 Service and Assessment Plan Public Hearing And Adoption

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On March 14, 2014, the Town Secretary received a petition from Bill Knight, property owner of approximately 364 acres in the Towns extra-territorial jurisdiction, to create a public improvement district (PID). On April 24, 2014, Town Council held a public hearing on the creation of The Highlands PID and authorized the PID at the same meeting. On May 15, 2014, Council adopted the service and assessment plan (SAP) after conducting the public hearing.

The SAP describes the improvements to be funded by the PID and the method and amount of assessments on the property to generate said funds. The Highlands PID is known as a set-amount PID where the assessment is based on the area or length of property. In the case of the Highlands PID the assessment is based per one-acre lot. The service to be provided to the PID is the financing of a waterline and the reimbursement to the developer for certain public improvements including trails, open space, roads and utilities.

Each fiscal year, the Council must hold a public benefit hearing on the PID with an updated service and assessment plan. The service plan has not changed since the creation of the PID. Two years of debt service have been paid for the water line and $1,715,000 in reimbursements have been paid to the developer.

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

TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 16-0908

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS ACCEPTING AND APPROVING AN UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT IN COMPLIANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; MAKING AND ADOPTING FINDINGS; A CCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 24, 2014, after due notice, the Town Council of the Town of Northlake, Texas (the "Town Council") held the public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act ") and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 14-12 adopted by a majority of the members of the Town Council, authorized the PID in accordance with its finding as to the advisability of the public improvements and services; and

WHEREAS, on May 29, 2014, after notice and a public hearing conducted in the manner required by law, the Town Council adopted Ordinance No. 14-0529A approving a service and assessment plan and an assessment roll for The Highlands Public Improvement District ("The District"); and

WHEREAS, on May 29, 2014, the Town Council issued bonds secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, Section 372.013 of the PID Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as **Exhibit "A"** hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the Town Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the Updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act, for the fiscal year beginning October 1, 2016, and ending September 30, 2017.

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

SECTION 1.
INCORPORATION OF FINDINGS

The findings and determinations set forth in the preambles above are incorporated herein for all purposes and are hereby adopted.

SECTION 2.
ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL

The Annual Service Plan Update and Updated Assessment Roll attached hereto as **Exhibit "A"** are hereby accepted and approved and compliance with the PID Act in all matters is required.

SECTION 3.
CUMULATIVE REPEALER

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 4.
SEVERABILITY

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 5.
EFFECTIVE DATE

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Plan shall be and become effective on upon passage and execution hereof in accordance with the law.

ADOPTED, PASSED, and APPROVED by the Town Council by a vote of members voting "for" and members voting "against" and with absentees on this 8th day of September, 2016.

Town of Northlake

_____
Peter Dewing, Mayor

ATTEST:

_____
Shirley Rogers, Town Secretary

APPROVED TO AS FORM:

_____
Ashley Dierker, Town Attorney

EXHIBIT "A"
ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL
(AUTHORIZED IMPROVEMENT ASSESSMENT)

The Highlands Public Improvement District
Tax Year 2016 Certified Assessment Roll
FY 2017

Entity	Property ID	file_as_name	addr_line1	addr_line2	addr_city	addr_state	zip	legal_desc	situs	land_total_acres	Assessment To Collect
THE HIGHL	161073DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	A0785A A. MCDONALD, TR 3A, 263.905 ACRES	FM 407	263.905	219,385.65
THE HIGHL	669938DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 1	GLENMORE AVE	1.500	1,940.55
THE HIGHL	669939DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 2	GLENMORE AVE	1.090	1,410.13
THE HIGHL	669940DEN	PROVIDENTIAL LAND DEVEL	NULL	624 STONEGLEN DR	KELLER	TX	76248	THE HIGHLANDS PHASE I BLK A LOT 3	GLENMORE AVE	1.090	1,410.13
THE HIGHL	669941DEN	NOBLE CLASSIC HOMES INC	NULL	PO BOX 507	ARGYLE	TX	76226	THE HIGHLANDS PHASE I BLK A LOT 4	3224 GLENMORE AVE	1.090	1,410.13
THE HIGHL	669942DEN	ANDERSON MILLER INTERES	GLACIER HOMES	3901 AIRPORT FWY STE 312	BEDFORD	TX	76021	THE HIGHLANDS PHASE I BLK A LOT 5	GLENMORE AVE	1.090	1,410.13
THE HIGHL	669943DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 6	GLENMORE AVE	1.090	1,410.13
THE HIGHL	669944DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 7	GLENMORE AVE	1.090	1,410.13
THE HIGHL	669945DEN	ANDERSON MILLER INTERES	GLACIER HOMES	3901 AIRPORT FWY STE 312	BEDFORD	TX	76021	THE HIGHLANDS PHASE I BLK A LOT 8	GLENMORE AVE	1.090	1,410.13
THE HIGHL	669946DEN	PROVIDENTIAL LAND DEVEL	NULL	624 STONEGLEN DR	KELLER	TX	76248	THE HIGHLANDS PHASE I BLK A LOT 9	GLENMORE AVE	1.090	1,410.13
THE HIGHL	669947DEN	NOBLE CLASSIC HOMES INC	NULL	PO BOX 507	ARGYLE	TX	76226	THE HIGHLANDS PHASE I BLK A LOT 10	GLENMORE AVE	1.090	1,410.13
THE HIGHL	669948DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 11	GLENMORE AVE	1.110	1,436.01
THE HIGHL	669949DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 16	GLENMORE AVE	1.030	1,332.51
THE HIGHL	669950DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 17	GLENMORE AVE	1.000	1,293.70
THE HIGHL	669951DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 18	GLENMORE AVE	1.020	1,319.57
THE HIGHL	669952DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 19	GLENMORE AVE	1.030	1,332.51
THE HIGHL	669953DEN	GREEN, BRANDON & KRISTI	NULL	7904 EMBER OAKS DR	NORTH RIC	TX	76182	THE HIGHLANDS PHASE I BLK A LOT 24	GLENMORE AVE	1.240	1,604.19
THE HIGHL	669954DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 25	GLENMORE AVE	1.220	1,578.31
THE HIGHL	669955DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 26	GLENMORE AVE	1.220	1,578.31
THE HIGHL	669956DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 27	GLENMORE AVE	1.220	1,578.31
THE HIGHL	669957DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 28	GLENMORE AVE	1.290	1,668.87
THE HIGHL	669958DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 12	KNIGHTS CT	1.220	1,578.31
THE HIGHL	669959DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 13	KNIGHTS CT	1.590	2,056.98
THE HIGHL	669960DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 14	KNIGHTS CT	1.270	1,643.00
THE HIGHL	669961DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 15	KNIGHTS CT	1.050	1,358.39
THE HIGHL	669962DEN	HUNKE, DANIEL & LAUREN	NULL	3649 JOCKEY DR	FORT WOR	TX	76244	THE HIGHLANDS PHASE I BLK A LOT 20	3400 WESTHILL CIR	1.010	1,306.64
THE HIGHL	669963DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 21	WESTHILL CIR	1.010	1,306.64
THE HIGHL	669964DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 22	WESTHILL CIR	1.160	1,500.69
THE HIGHL	669965DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 23	WESTHILL CIR	1.190	1,539.50
THE HIGHL	669967DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 29	SUTHERLAND CRESCENT	1.180	1,526.57
THE HIGHL	669968DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 30	SUTHERLAND CRESCENT	1.010	1,306.64
THE HIGHL	669969DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 31	SUTHERLAND CRESCENT	1.010	1,306.64
THE HIGHL	669970DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 32	SUTHERLAND CRESCENT	1.010	1,306.64
THE HIGHL	669971DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 33	SUTHERLAND CRESCENT	1.010	1,306.64
THE HIGHL	669972DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 34	SUTHERLAND CRESCENT	1.140	1,474.82
THE HIGHL	669973DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 35	NORTHWEST CROSSING	1.520	1,966.42
THE HIGHL	669974DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 36	NORTHWEST CROSSING	1.160	1,500.69
THE HIGHL	669975DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 37	NORTHWEST CROSSING	1.080	1,397.20
THE HIGHL	669976DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 38	NORTHWEST CROSSING	1.140	1,474.82
THE HIGHL	669977DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 39	NORTHWEST CROSSING	1.170	1,513.63
THE HIGHL	669978DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 40	NORTHWEST CROSSING	1.170	1,513.63
THE HIGHL	669979DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK A LOT 41	NORTHWEST CROSSING	1.250	1,617.13
THE HIGHL	669980DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK D LOT 5	NORTHWEST CROSSING	1.160	1,500.69
THE HIGHL	669981DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK D LOT 2	NORTHWEST CROSSING	1.330	1,720.62
THE HIGHL	669982DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK D LOT 3	NORTHWEST CROSSING	1.050	1,358.39
THE HIGHL	669983DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK D LOT 4	NORTHWEST CROSSING	1.100	1,423.07
THE HIGHL	669984DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK D LOT 6	SUTHERLAND CRESCENT	1.090	1,410.13
THE HIGHL	669985DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK D LOT 7	SUTHERLAND CRESCENT	1.060	1,371.32
THE HIGHL	669986DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 10	SUTHERLAND CRESCENT	1.290	1,668.87
THE HIGHL	669987DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 11	SUTHERLAND CRESCENT	1.020	1,319.57
THE HIGHL	669988DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 12	SUTHERLAND CRESCENT	1.130	1,461.88
THE HIGHL	669989DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 13	SUTHERLAND CRESCENT	1.000	1,293.70
THE HIGHL	669990DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 14	SUTHERLAND CRESCENT	1.000	1,293.70
THE HIGHL	669992DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 1	GLENMORE AVE	1.020	1,319.57
THE HIGHL	669993DEN	ANDERSON MILLER INTERES	GLACIER HOMES	3901 AIRPORT FWY STE 312	BEDFORD	TX	76021	THE HIGHLANDS PHASE I BLK B LOT 2	GLENMORE AVE	1.000	1,293.70
THE HIGHL	669994DEN	NOBLE CLASSIC HOMES INC	NULL	PO BOX 507	ARGYLE	TX	76226	THE HIGHLANDS PHASE I BLK B LOT 3	GLENMORE AVE	1.000	1,293.70

The Highlands Public Improvement District
Tax Year 2016 Certified Assessment Roll
FY 2017

Entity	Property ID	file_as_name	addr_line1	addr_line2	addr_city	addr_state	zip	legal_desc	situs	land_total_acres	Assessment To Collect
THE HIGHL	669995DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 4	GLENMORE AVE	1.000	1,293.70
THE HIGHL	669996DEN	PROVIDENTIAL LAND DEVEL	NULL	624 STONEGLEN DR	KELLER	TX	76248	THE HIGHLANDS PHASE I BLK B LOT 5	GLENMORE AVE	1.000	1,293.70
THE HIGHL	669997DEN	PROVIDENTIAL LAND DEVEL	NULL	624 STONEGLEN DR	KELLER	TX	76248	THE HIGHLANDS PHASE I BLK B LOT 6	GLENMORE AVE	1.000	1,293.70
THE HIGHL	669998DEN	ANDERSON MILLER INTERES	GLACIER HOMES	3901 AIRPORT FWY STE 312	BEDFORD	TX	76021	THE HIGHLANDS PHASE I BLK B LOT 7	GLENMORE AVE	1.000	1,293.70
THE HIGHL	669999DEN	NOBLE CLASSIC HOMES INC	NULL	PO BOX 507	ARGYLE	TX	76226	THE HIGHLANDS PHASE I BLK B LOT 8	GLENMORE AVE	1.000	1,293.70
THE HIGHL	670000DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 9	GLENMORE AVE	1.000	1,293.70
THE HIGHL	670001DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 15	GLENMORE AVE	1.000	1,293.70
THE HIGHL	670002DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 16	GLENMORE AVE	1.000	1,293.70
THE HIGHL	670003DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 17	GLENMORE AVE	1.000	1,293.70
THE HIGHL	670004DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 18	GLENMORE AVE	1.000	1,293.70
THE HIGHL	670005DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 19	GLENMORE AVE	1.000	1,293.70
THE HIGHL	670006DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 20	GLENMORE AVE	1.000	1,293.70
THE HIGHL	670007DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 21	GLENMORE AVE	1.020	1,319.57
THE HIGHL	670008DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 22(HOA)		0.025	
THE HIGHL	670009DEN	RCM HIGHLANDS LP	NULL	909 LAKE CAROLYN PKWY STE 15	IRVING	TX	75039	THE HIGHLANDS PHASE I BLK B LOT 23 (OPEN SPACE)(P/		11.540	
										350.780	$ 316,814.19

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Karen Bolyard, Finance Director

Date: September 8, 2016

Re: Canyon Falls Tax Increment Reinvestment Zone (TIRZ) FY 2016-2017 Budget Adoption

---

On December 10, 2015, the Council held a public hearing for the creation of a tax increment reinvestment zone (TIRZ) within Canyon Falls and created the zone at the same meeting. The TIRZ uses a portion of the Town's ad valorem tax rate ($0.0909 of the Town's $0.295) from taxes paid within the Canyon Falls development to reimburse the developer for an enhanced trail system and fund an off-ramp from I35W to Cleveland-Gibbs Road. The total project costs are estimated at $6,100,000: $4,040,000 for the trail; $1,310,000 for the off-ramp; and $750,000 for administration.

The finance plan reimburses the developer for the trail system improvements over a term of 25 years. The finance plan also reimburses the Town for the off-ramp and administration costs.

Each year the Council must adopt the TIRZ budget. The TIRZ board, which is also the Town Council, recommended approval of the TIRZ budget at their June 9, 2016 board meeting. Because the Town is the only taxing entity participating in the TIRZ, the TIRZ is known as a single-entity TIRZ and the Town Council may appoint itself as the board. This arrangement was recommended due to the limited scope of projects, no participation by other taxing entities, and no debt issuance by the TIRZ.

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

TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 16-0908_

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS ADOPTING A FISCAL YEAR 2017 ANNUAL BUDGET FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 10, 2015, the Town Council of the Town Of Northlake, Texas (the "Town") held a public hearing on the creation of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone"), at which a preliminary Project and Financing Plan for the Zone was presented;

WHEREAS, on December 10, 2015, the Town Council created a Tax Increment Financing Reinvestment Zone to be entitled "Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas;"

WHEREAS, on January 14, 2016, this Board of Directors of the Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas approved the Project and Financing Plan and found and determined that the projects set forth in the Project and Financing Plan provide infrastructure and facilities that enhance and promote the development and redevelopment of the Zone and enhance property values in the Zone;

WHEREAS, on June 9, 2016 the Board of Directors of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas approved Resolution TIRZ No. 1-02 which approved the proposed Fiscal Year 2017 Annual Budget for Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas; and

WHEREAS, the Town Council has reviewed the proposed Fiscal Year 2017 Annual Budget for Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas as approved by the Board of Directors and has determined that the proposed budget should be approved.

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

SECTION 1

The Town Council finds that all matters stated in the preamble of this ordinance are true and correct and are incorporated into the body of this ordinance.

SECTION 2

The Fiscal Year 2017 Annual Budget for the Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (attached hereto as Exhibit A) in the form and substance attached hereto and incorporated herein, is hereby approved.

SECTION 3

This ordinance is effective on the date of passage.

PASSED AND APPROVED on this 8th day of September, 2016.

TOWN OF NORTHLAKE, TEXAS

_____
Peter Dewing, Mayor

ATTEST:

_____
Shirley Rogers, Town Secretary

EXHIBIT A

Fiscal Year 2017 Annual Budget

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 5/31	FY 2016 Revised Budget	FY 2017 Preliminary 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)

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Karen Bolyard, Finance Director

Date: September 8, 2016

Re: Adopting the 2016-2017 Proposed Budget and 2015-2016 Revised Budget

---

The 2016-2017 Proposed Budget is based on continuing the 29.5¢ tax rate. The same rate since last increased in 1997. The proposed budget document was filed with the Town Secretary and was made available online at the Town website www.town.northlake.tx.us on July 29, 2016.

The 2015-2016 Revised and 2016-2017 Proposed Annual Operating Budgets are as follows:

	FY 2016 Revised	**FY 2017 Proposed**
General Fund	$ 3,385,093	$ 3,507,366
Debt Service Fund	$ 214,528	$ 600,275
Hotel Occupancy Tax Fund	$ 91,916	$ 88,965
Economic Development Corporation	$ 348,801	$ 350,753
Community Development Corporation	$ 355,102	$ 350,924
Public Improvement District Funds	$ 423,825	$ 601,725
Tax Increment Finance District Fund	$ 0	$ 78,900
Other Special Revenue Funds	$ 49,940	$ 68,450
Utility Fund	$ 1,895,042	$ 2,606,897
Utility Impact Fee Funds	$ 748,472	$ 160,522
Utility Capital Projects Fund	$ 26,182	$ 25,882
Equipment Services Fund	$ 173,185	$ 565,492
Building Services Fund	$ 187,343	$ 145,460

A joint Economic and Community Development Corporation Board meeting was held on August 25, 2016 at 6:30 pm at which the Boards reviewed the operating budgets for the Corporations and made recommendations to Council to approve the respective proposed budgets.

The notice of public hearing for the 2016-2017 Annual Budget was published in the Fort Worth Star Telegram newspaper on July 31, 2016 in accordance with State law. The public hearing was held during the Town Council meeting, August 11, 2016. All necessary notices, publications and hearings have been completed in compliance with State law.

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

TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 16-0908_

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE TOWN FOR THE FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Northlake, Texas has held work sessions and a public hearing on the budget for the Town of Northlake, Texas for the fiscal year 2016 - 2017; and

WHEREAS, the Northlake Economic Development Corporation and the Northlake Community Development Corporation held public hearings on their budgets on August 11, 2016 and

WHEREAS, the Northlake Economic Development Corporation and the Northlake Community Development Corporation recommended their budgets for approval by the Town Council; and

WHEREAS, the Northlake Public Improvement Districts No. 1 and The Highlands Public Improvement District held public hearings on their budgets on August 11, 2016; and

WHEREAS, the Northlake Public Improvement Districts No. 1 and The Highlands Public Improvement District recommended their budgets for approval by the Town Council; and

WHEREAS, the Town Council concluded its public hearing on said budget on August 11, 2016; and

WHEREAS, the Town Council, upon full consideration of the matter, is of the opinion that the budget hereinafter set forth is proper, is in the best interest of the health, safety, and general welfare of the citizens of the Town of Northlake, and should be adopted;

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

Section 1. That appropriations as designated for the payment of expenses for the operation of the town government, hereinafter itemized by a true and correct copy of the budget document hereto attached as Exhibit A, are hereby approved.

Section 2. That expenditures during the fiscal year shall be made in accordance with budget approved by this ordinance, unless otherwise authorized by a duly enacted ordinance of the Town, said budget document being on file for public inspection in the office of the Town Secretary.

Section 3. That the budget shall be filed with the municipal clerk; a copy of budget, including the cover page, shall be posted on the Town's official website; and the record vote of each member voting on the adoption of the budget shall be posted on the Town's official website.

Section 4. That the necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, require that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

DULY PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas this **8th day of September, 2016**

Town of Northlake, Texas

_____
Peter Dewing, Mayor

Attest:

_____
Shirley Rogers, Town Secretary

Town of Northlake

2016-2017 Annual Budget

NORTHLAKE
TEXAS

Town of Northlake

Proposed Budget
For Fiscal Year Starting October 1, 2016

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.

Town Council

Peter Dewing, Mayor

Danny Simpson, Mayor Pro Tem

Michael Ganz

Mike McBride

Roger Sessions

Jean Young

Drew Corn, Town Administrator
Karen Bolyard, Finance Director

www.town.northlake.tx.us

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September 8, 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 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 lead to 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 are expected to grow as new customers are added.

All department heads submitted budget requests that maintain current service levels. With some modest plan changes, healthcare costs are expected to increase 15% over last year which is in line with initial projections. 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 themes 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 fund service enhancements, finance $6,700,000 in road improvements, and maintain General Fund reserves of approximately $1,200,000. The proposed fund reserve level meets the Town policy of three months of operational expenses.

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 for $300,000 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 in 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 of the 2015 study. The pay raise methodology is: 5% increase for employees below salary minimum, 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 detective 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.

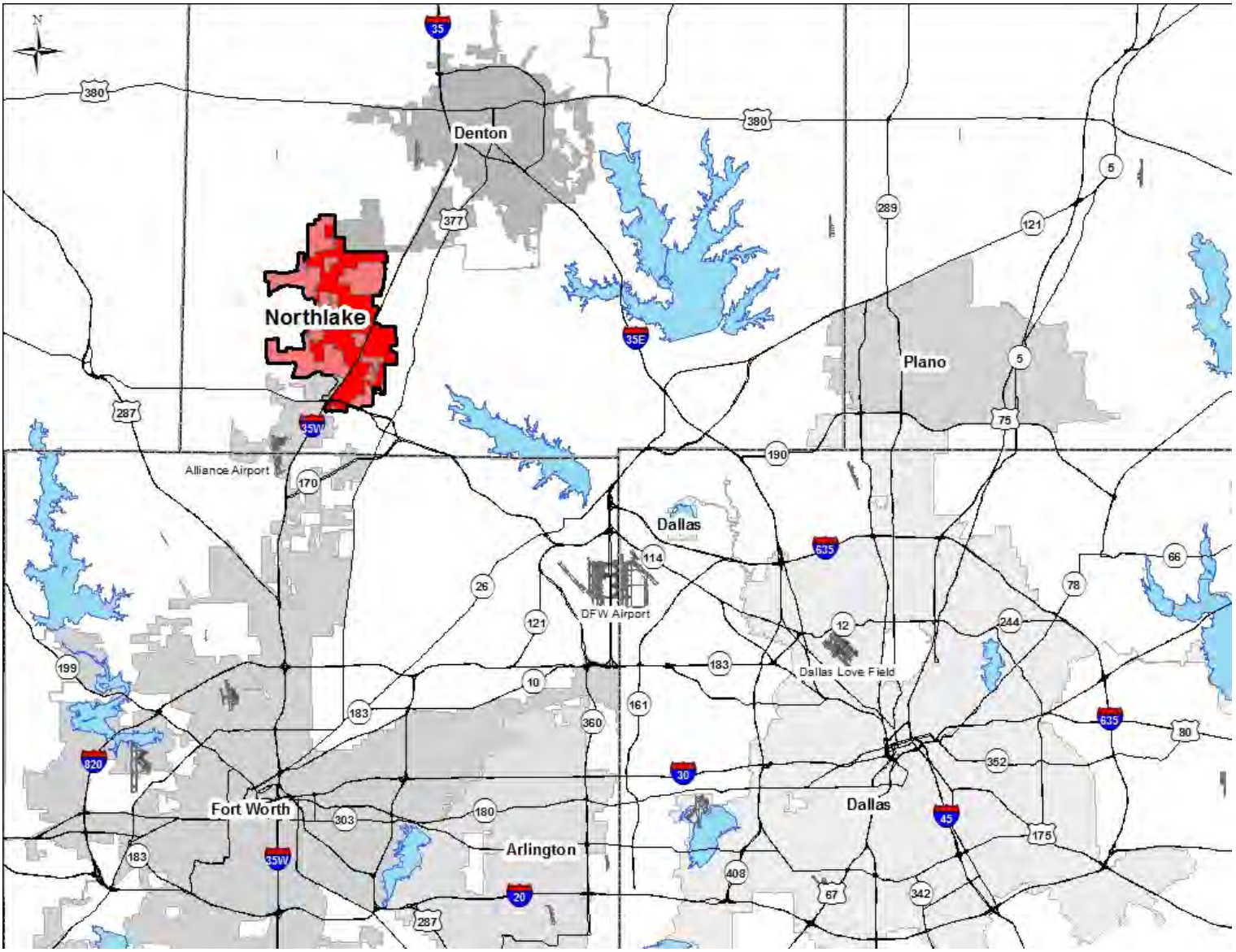
As development accelerates, the need for thorough and consistent infrastructure inspections increases. The second Crew Leader position will provide for supervision and oversight of two independent work crews with the potential specialization between road and utility maintenance. The Crew Leader will 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,

Drew Corn
Town Administrator

Regional Map



Community Background

The Town of Northlake was incorporated on December 28, 1960, in an effort to avoid annexation by the City of Irving. Dan and Margaret Ashmore were the first Mayor and Secretary of the Town, and they took it upon themselves to enlist the support of 37 families and produce the required paperwork for incorporation. It required at least 200 people and 2 square miles in order to petition for this incorporation, which would preserve the rural heritage the residents enjoy to this day.

Growth has arrived from Denton and Fort Worth and also Flower Mound and Roanoke. The vision of the "founding families" to maintain a rural setting is captured in the Northlake Comprehensive Land Use Plan. The Plan attempts to find a balance between the ceaseless pressures for growth with the desire to protect a rural core in the center of the Town limits. Through controlled growth, the Town can improve services and infrastructure without overly burdening existing residents. The original generation of town's "founding families" have passed on and their descendants are struggling with how best to preserve their ancestors' legacies.

In 1988, the Town and its citizens were impacted economically with the construction of Alliance Industrial Airport, which is located to the south of Town. In 1995, construction began on the Texas Motor Speedway, which is a NASCAR racing facility that seats 200,000 persons at a single event. In 2016, the construction will be completed for the new national headquarters, roasting facility and distribution warehouse of Farmer Brothers Company one of the largest wholesale producers of coffee, tea and spices.

The Town of Northlake is located in Denton County, in a prime location, 20 miles NE of Ft. Worth, 40 miles NW of Dallas, 6 miles SW of Denton, 20 miles NW of the Dallas-Fort Worth Airport and two miles from Alliance Airport. Northlake is adjacent to I-35W and the Texas Motor Speedway. The master planned communities of Harvest and Canyon Falls are located in Town extraterritorial jurisdiction at I-35W and FM 407 and in Town limits at I-35W and FM 1171, respectively.

Northlake is a General Law Type A town that operates under a Mayor-Council form of government with a Mayor and five Council Members. The Mayor and Council members are elected at large, and are responsible for all policy matters. The Town Council has the authority to levy taxes, secure revenue, authorize expenditures of funds and incur debt. A Town Administrator position has been created by ordinance. The Town Administrator is directly responsible to the Town Council and is responsible for the daily operations of the Town and implementing Town Council policy. The Town provides 24-hour police service and employs 11 full time Police Officers.

Mayor and Town Council Goals FY 2015/2016 Revised Budget

Maintain Fiscal Responsibility

The adopted budget maintained the property tax rate of 29.5¢. The Town was able to keep the tax rate the same as the prior years due to increases in residential and commercial property values, growth in sales tax and development fee revenues due to development activity. The increased resources were reinvested in the Town in terms of additional personnel and services.

Implement Strategic Issues in the Northlake Comprehensive Plan

With the completion of the Master Thoroughfare Plan (MTP) update in early FY 2016, late FY 2016 will witness the finalization of the roadway capital improvement plan. The capital improvement plan will estimate a cost to build and complete the roadways identified in the MTP. These costs will then determine the amount of road impact fees. These fees will allow the Town to assess fees to property owners who develop land that increases vehicular traffic. Impact fee adoption is anticipated for FY 2017.

FY 2016 also saw the kickoff of the Comprehensive Land Use Plan update or Northlake Vision 2040. Consultants and staff met with various stakeholders in a forecasting session that helped frame our efforts. Public input meetings were held both in person and virtually to understand preferences of residents. Advice from transportation, development and utility infrastructure experts was sought to ground the results to the possible. The economic development corporations' boards will serve as the review committee and recommend a final draft to Town Council for approval in early FY 2017.

Increase Economic and Business Development

With the projected 2016 opening of Farmer Brothers, the Town has aggressively promoted Northlake locally through the Alliance Development Forum and Northwest Metroport Chamber and regionally through the International Council of Shopping Centers. Both Wesco, an aircraft parts distributor, and Hempel, a marine and industrial coatings manufacturer, have relocated to Northlake. Following these employers and the outlet mall across I-35W in an adjoining city are Rosa's Café and Sonic Drive-in. All of the previously mentioned businesses received some type of incentive from the Town and economic development corporations.

Enhance Road Improvement and Maintenance

Maintenance of gravel and asphalt roads continued in FY 2016. The budget included a 25% increase over FY 2015 original budget in materials used for road maintenance such as gravel and asphalt. This increase brought available funds for road materials to $125,000 in FY 2015, over thrice the amount spent on road materials just two years ago. The purchase of public works equipment has given the Town the ability to utilize the increased materials in a timely and effective manner.

Expand and Maintain Water and Sewer Infrastructure

The water system continued to expand in FY 2016 with the completion of the Faught Road water line. In terms of water meter installation, this year staff averaged a new water meter installation every day. The new expansion requires thorough inspection of public infrastructure being built by developers and ongoing preventive maintenance. The new Public Works crew leader provides direct oversight on many repair and maintenance jobs, and allows the director to focus on work crew oversight, infrastructure inspection, regulatory compliance and general department administration.

Attract and Retain Highly Qualified Personnel

Based on the 2012 salary and benefit survey, salary ranges and steps were brought to 100% of the recommendations in 2015. Salaries in the employment market have continued to increase since 2012 and Northlake is again below market in employee compensation. A new salary survey initiated in 2015 found Northlake salaries to be 10% below market. The FY 2016 budget salary increases brought overall salary ranges within 95% of the market. Compensation was increased in a tiered approach: employees below minimum salary received a 5% increase or were brought to minimum; those between minimum to midpoint received a 4% increase; those between midpoint and maximum of their salary range received a 3% increase; and employees over maximum received a 2% lump-sum payment. The increase kept employee compensation competitive with other area municipalities but still below the market average.

Validate External and Internal Services and Capabilities

The Town of Northlake provides twenty-four hour police service within her Town limits. Since FY 2014, Northlake provides police services to the Harvest community and Corral City. To ensure that the residents of Northlake, Harvest and Corral City and their property will continue to be protected, the FY 2016 budget added two additional patrol officer positions. These new positions will allow Northlake Police Department to have two sworn personnel on duty 24-7.

As the public works director is being pulled more frequently to work with various regulatory agencies, perform administrative tasks such as budgeting, contract management and workforce scheduling, the new crew leader position has augmented the director's duties by overseeing work crews, planning and implementing smaller work plans, and providing infrastructure inspection for less complicated installation or when the director is unavailable.

Develop Facilities to Mitigate Risks and Cost Effective Manner

In 2015, the Town contracted with an architectural firm to conduct a Town Hall facility needs assessment. Working with staff, the firm recommended a 20,500 square foot building to accommodate anticipated staffing levels for the next ten to fifteen years. The price tag for such a facility was over $20,000,000. Council decided that this was too big of a step for the Town to take at the time. The more prudent course has been to investigate short-term leasing opportunities until the Town's population and tax base can support this large of an investment.

Increase Productivity and Efficiency through Technology

Public Works has replaced or retrofitted all older water meters with new radio meter read technology. The new crew cab has been outfitted with a radio meter reader increasing the number of readers allowing for faster readings and redundancy. The web-based work order system has enabled the crew leader to update and create work orders in the field and push these work orders to all field crews. The crews receive these work orders through smart phones which also have the ability to update the geographic information as to location of Town public infrastructure.

Encourage Job-related Training and Education

The tuition reimbursement program is currently being utilizing by two employees with another two employees showing interest in pursuing college degrees.

Council Budget Principles FY 2016/2017 Proposed Budget

Maintain Fiscal Responsibility While Investing in Town Resources and Assets

The proposed budget will maintain the current property tax rate of 29.5¢. New residential and commercial development has increased the property tax base. These increased resources are proposed to be reinvested in the Town as capital improvements. The new property tax revenue will fund the debt service on $6,700,000 in capital improvements such as the repaving of Florance Road, the paving of Cleveland-Gibbs Road from FM 407 to FM 1171, and the paving of Sam Lee Lane.

Ensure Sustainable Development through Strategic Planning

FY 2017 will witness the culmination of efforts to update both the Master Thoroughfare Plan (MTP) and the Comprehensive Land Use Plan. The MTP and subsequent roadway capital improvement plan will determine the amount of road impact fees the Town can charge for developments' impact on the road system. The Comp Plan will serve as a guide to property owners and developers on the Town's vision and expectations of future development. The initial results of the Comp Plan update continue to reflect the residents desire to preserve the rural heritage of the Town in terms of architectural features and land planning.

Attract and Retain Various Business Types for Diverse Future Tax Base

The relocation of the national corporate headquarters of Farmer Brothers from California was a significant catalyst for additional business to move to and expand in Northlake. Logistics warehouses for Wesco and Hempel, restaurants of Rosa's Café and Sonic Drive-in, hotels of Home 2 Suites, StayBridge Suites and Holiday Inn Express, and residential single family and multifamily development show the diverse tax base the Town has. With Hillwood's purchase of 260 acres off I-35W additional warehouse and commercial development is anticipated. Harvest and Canyon Falls are expected to continue to grow for 10 years. Restaurant and retail development will be the primary focus of the Town's recruitment activity.

Improve, Construct and Maintain Road, Water, Sewer and Drainage Infrastructure

The Town will continue to maintain gravel and asphalt roads in FY 2017 but with the proposed capital improvement program some gravel roads will be paved as asphalt and concrete. With the proposed paving of Cleveland-Gibbs Road (from FM 407 to FM 1171) and Sam Lee Lane, funds spent to maintain these roads can now be redirected to other areas. Road maintenance funds were also used to repair Florance Road on an as-needed basis. With the complete repaving of Florance Road from FM 407 and Strader Road, additional funds can be dedicated to maintain the remaining gravel roads.

The construction of the 20 inch water line along FM 407 has allowed for a 12 inch line to be built up Faught Road and in FY 2017 a 16 inch line will be built parallel to Florance Road. The Florance Road line will be built by the developer of Stardust Ranch Estates with participation from Upper Trinity Regional Water District. The permanent pump station serving Canyon Falls will begin construction in FY 2017 and will be funded by the Canyon Falls Water Control and Improvement District. Finally, Phase III of the Town Hall water plant will also begin in FY 2017 with funds coming from the Town, participating developers and the Belmont Fresh Water Supply District. The increase capacity will allow the Town to serve additional phases of Harvest as well as other areas within the northern part of Northlake.

Recruit, Retain and Train Highly Qualified Personnel

The 2015 salary survey found Northlake salaries to be 10% below market. The FY 2016 budget increases overall salary ranges to 95% of the market. In FY 2017 salary ranges will be brought to 100% of the 2015 study. Compensation will be increased in a tiered approach: employees below the minimum salary will receive a 5% increase or brought to minimum whichever higher; employees above minimum but below midpoint will receive a 4% increase; employees between midpoint and maximum of their salary range will receive a 3% increase; and employees over maximum will receive a 2% lump-sum payment. The increase will keep employee compensation competitive with other area municipalities but still moderately below the market average.

Enhance External and Internal Capabilities with Appropriate Staffing and Facilities

The FY 2016 budget added two additional officers to the force which will allow for two officers on duty around-the-clock. However, growth continues and as the diversity of the residents, businesses and visitors grows so too will the complexity of police operations. In the past the major challenge in Northlake law enforcement was covering the large areas and distances between neighborhoods. With the coming of major employers, restaurant patrons and hotel guests, the need for specialization in the police department will increase. Currently investigation of alleged crime is handled by the officer called to the scene and is investigated when the officer is on shift and not engaged in patrol activities. This causes crucial evidence and interviews to be delayed and for officers to be taken away from patrol activities. With the addition of a detective, investigations can be carried out by a dedicated position. A second proposed new position is an additional sergeant to provide oversight and backup for front-line officers on an almost 24-hour basis.

With the addition of a crew leader, crews can work on multiple projects simultaneously, and tackle more complex activities. And just as police operations grow more complex so too do public works activities. Developer-built public infrastructure has accelerated and the need for proper inspection has increased proportionally. Additional water lines, pump stations and storage tanks add to the complexity of the water system and subsequently increase the amount of State and federal regulations affecting water operations. The director must also work with various regulatory agencies, perform administrative tasks such as budgeting, contract management and workforce scheduling. A proposed second crew leader position will allow for the specialization of work crews one focusing on road and drainage maintenance and another to operate and maintain the water and sewer systems. In addition a proposed Utility Technician position will perform the numerous daily, weekly and monthly tests and reports required by regulatory agencies and will perform routine preventive maintenance of these systems.

The Town hopes to finalize a lease agreement for office space on the north side of FM 407 at the entrance of the Harvest neighborhood. The lease will be an interim solution to the need for professional offices for expanding Town staff. The location will be less than a mile from the current Town Hall location and will be convenient to water customers in Harvest and Canyon Falls.

Utilize Equipment and Technology to Increase Productivity and Efficiency

The safety of both the residents and officers is a priority for the Town. To ensure the proper conduct of the Town's officers and to defend their actions if necessary, the Town proposes to purchase body cameras for each officers. The body cameras integrate with the patrol cars' dashcams and all videos are uploaded to a dedicated server. Two patrol cars will be replaced due to excessive use and mileage with new vehicles: a Chevy Tahoe patrol vehicle and a Ford Interceptor for traffic enforcement.

Public Works will be assigned a new Ford Crew Cab for the new crew leader position and a Ford F-150 for the Utility Technician to make the rounds. In addition, a sewer jetter will be purchased to maintain the Town's growing yet aging sanitary sewer system. The Town has been fortunate that the City of Roanoke has lent their equipment to Northlake and that their equipment was available. Stiff fines can accumulate if sewer issues are not addressed immediately; the sewer jetter is crucial.

Public Works will also purchase testing and analyzing equipment to monitor the Town's water and sewer systems for reporting and ensuring optimal operational performance.

Fund Summaries

Before moving into the details of the proposed budget for FY 2016/2017, it is important to give a brief overview of the types of funds used in planning and accounting for our annual program of work so that both our Council members and our citizens are fully informed. This should help facilitate a better understanding of our budget as it is reviewed.

Governmental Funds

These funds are used to account for resources that are received and expended with no expectation of a specific user fee or departmental charge. These funds include:

- General Fund
- Capital Projects Funds
- Debt Service Funds
- Special Revenue Funds

The General Fund is used to account for all revenues and expenditures not accounted for in other funds and is the principal fund of the Town. The General Fund, which is used to account for resources associated with core government services, is primarily supported by the ad valorem tax, general sales tax, franchise taxes, license and permit fees, and municipal court fines. All the programs included in the budget are justified, efficient, and serve the basic needs of the community. The Town has recently implemented capital project and debt service funds separate from the General Fund to capture costs associated with these specific activities.

The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes, such as the Type A Economic Development Fund, Type B Economic Development Fund, Hotel Occupancy Tax Fund, Court Security, Court Technology, Child Safety and Education and proposed Traffic Safety.

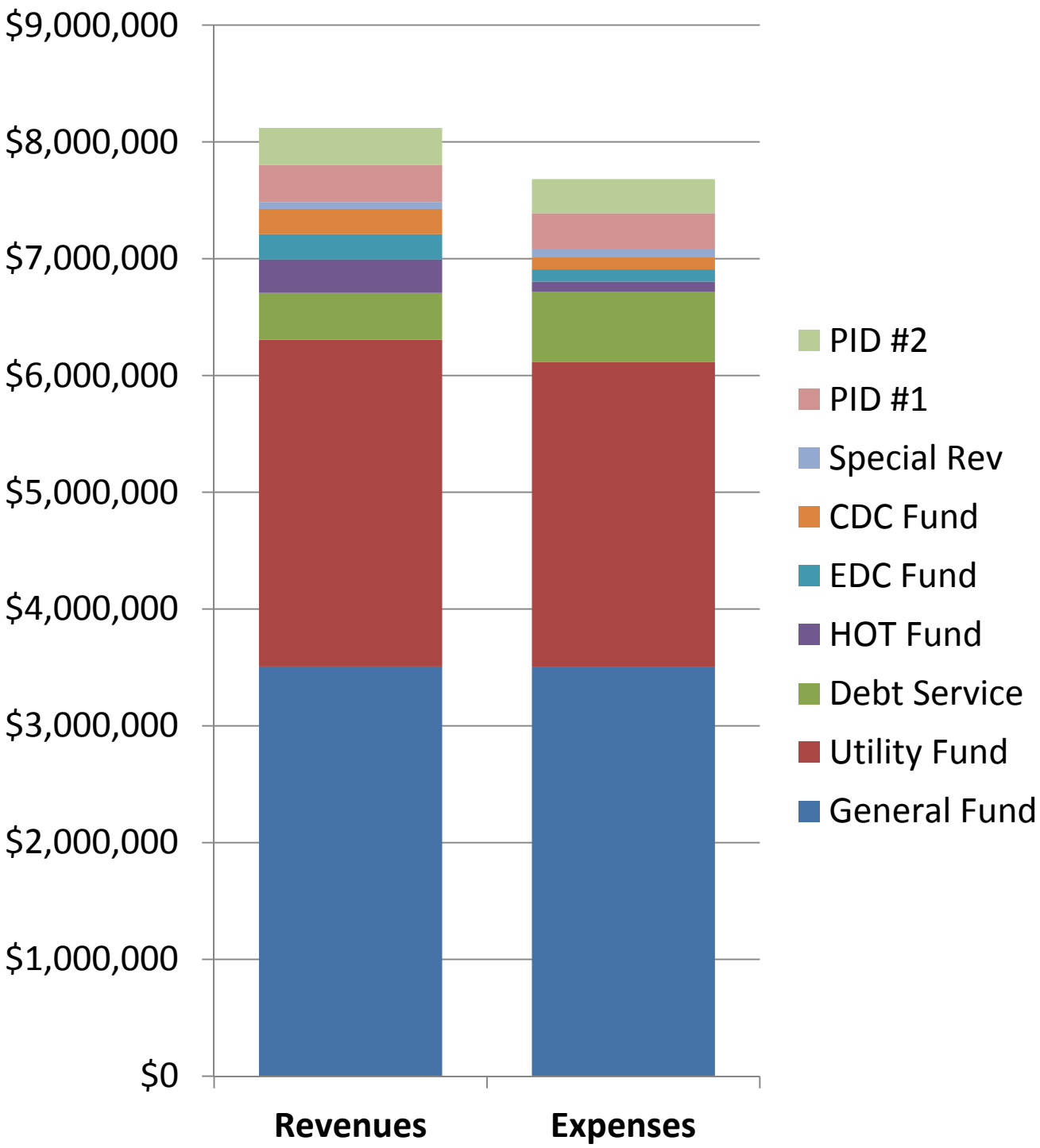
Proprietary Funds

The Proprietary Funds are for ongoing organizations and activities that are similar to those often found in the private sector. These funds include:

- Enterprise Funds
- Internal Service Funds

Enterprise Funds account for services that are funded directly user fees. They are financed similarly to a private business, in that cost of providing goods and services are self-supporting. The Utility Fund is used to account for the provision of water and wastewater services to the citizens of Northlake. All activities necessary to provide such services are accounted for in this fund, including administration, operations, maintenance, financing, debt service, billing and collection. Internal Service Funds capture and distribute internal service costs such as fleet and building maintenance. The Equipment Fund supports vehicle and equipment purchases and leases, and parts and maintenance. The Building Fund will provide for operations and maintenance of shared Town facilities and allow for repairs to existing buildings.

Town of Northlake
All Funds Summary



TOWN OF NORTHLAKE

Property Tax Summary		Certified 2015 Tax Year
Net Taxable Value:		
Total Certified Value as of July 25, 2015		$ 365,420,589
Less Exemptions:		
Disabled Veteran		$ (115,500)
Over 65		$ (455,492)
Homestead		$ (787,690)
Less Value Losses:		
Agricultural Productivity		$ (69,589,701)
Non-profit Organization		$ (4,218,339)
Personal Property Nominal Inventory		$ -
Freeport Inventory		$ (18,092,898)
Pollution Control		$ -
Total Reduction to Values		$ (93,259,620)
Estimated ARB Minimum Values		$ 6,802,264
Net Taxable Value		$ 278,963,233
Estimated Property Tax Collections:		
Net Taxable Value		$ 278,963,233
Proposed Tax Rate per $100 valuation		$ 0.295
Estimated Property Tax Levy		$ 822,942
Tax Rate Distribution Schedule:	% of Tax Rate	Tax Rate per $100
Maintenance and Operations	73.8%	$ 0.2177
Debt Service	26.2%	$ 0.0773
Total Distribution of Tax Rate	100.0%	$ 0.295
Distribution of Estimated Tax Revenue:		
Maintenance and Operations		$ 607,442
Debt Service		$ 215,500
Total Estimated Tax Revenue		$ 822,942

Town of Northlake

GENERAL FUND

Fund: 100	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:	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 Emcumbrances						
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**
REVISED REV OVER/(UNDER) EXP	(223,083)	594
REVISED ENDING FUND BAL - UNASSIGNED	**1,255,232**	**1,255,827**

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
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	**(39,094)**	**(38,986)**	**(38,986)**	**(38,944)**	**11,014**	**6,711,014**

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	-
REVISED ENDING FUND BAL	**11,014**

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
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	**(28)**	**34,765**	**35,757**	**80,517**	**235,757**	**417,722**
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)
REVISED ENDING FUND BAL						**35,532**

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
REVISED ENDING FUND BAL - UNASSIGNED	**1,355,696**

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	534,722
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	290,100	277,350
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	348,801	339,553
REV OVER/(UNDER) EXP	84,281	137,233	(240,051)	157,964	(57,651)	(122,903)
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	**455,140**	**592,373**	**352,322**	**750,337**	**534,722**	**411,819**

Budget Requests	
Catalyst Economic Development Consulting	10,000
4 % Salary Adjustment	1,200
Total Budget Requests	**11,200**
REVISED REV OVER/(UNDER) EXP	(134,103)
REVISED ENDING FUND BAL	**400,619**

COMMUNITY DEVELOPMENT CORPORATION

Fund: 131	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:	349,258	433,937	571,429	571,429	571,429	507,477
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	2,250
Utilities	445	447	150	56	150	150
Services	23,499	26,797	362,600	31,805	290,100	277,350
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	355,102	339,724
REV OVER/(UNDER) EXP	84,679	137,492	(240,052)	158,674	(63,952)	(123,074)
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	**433,937**	**571,429**	**331,377**	**730,103**	**507,477**	**384,403**

Budget Requests	
Catalyst Economic Development Consulting	10,000
4 % Salary Adjustment	1,200
Total Budget Requests	**11,200**
REVISED REV OVER/(UNDER) EXP	(134,274)
REVISED ENDING FUND BAL	**373,203**

Town of Northlake

WATER & WASTEWATER

Fund: 200	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:	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 Chloranimation 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	**(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
Adminstration-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
Maintenace 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

NORTHLAKE 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

NORTHLAKE PID#2 - THE HIGHLANDS

Fund: 402	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:	-	3,060,802	3,103,098	3,103,098	3,103,098	3,136,273
REVENUES:						
Assessments	-	309,746	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)

FY 2015/2016 Revised Budget Requests

Throughout the economic downturn, Town staff has been able to keep expenses within budget by delaying and deferring many crucial projects and programs. From calendar year 2010 to 2014 only 11 new homes were built in Northlake. During this time of very low activity, staff was still able to build General Fund reserves to more than the three months of operations. However 2015 saw 100 residential building permits issued, followed by 107 in 2016. This does not include housing starts in Harvest. Obviously these new houses will bring new residents which in turn will increase traffic on Town roads, water service requests and calls for police service. To provide these basic Town services, additional personnel and resources are needed.

Lease Space Buildout Reserve

After deciding that construction of a Town Hall facility at this point in the Town's growth would be premature and put too large a debt liability on the Town, Town Council has moved forward with a plan to lease space in a building to be built on the north side of FM 407 at the entrance to Harvest. Although the building owner will provide some funds for the finish-out of the office interior, additional funds will be required. A transfer of $225,000 from General Fund reserves to Building Services Fund will provide sufficient monies for the project. This and other planned transfers will lower fund balance but the balance will still remain above the three month goal.

Proposed Series 2016 Year One Debt Service Payment

The last capital improvement program the Town launched was in 2005 in the amount of $1,900,000 for road and drainage improvements. The total assessed taxable property value in 2005 was $75,211,617. The proposed debt issuance in 2016 is $7,050,000 and the taxable value is $382,188,447. Although the amount of debt proposed for 2016 is about three-and-a-half times as much as was issued in 2005, the property values from 2005 to 2016 have increased five-fold. The plan for the first year debt service payment is to use $200,000 of reserves to pay a portion of the approximately $600,000 annual debt service. By year two property values will increase by a projected 25 percent based on residential and commercial construction-in-progress. This new property value will support the entire $600,000 debt service. In FY 2016 a proposal would transfer $200,000 from General Fund reserves to the Debt Service Fund and in FY 2017 these funds would be expended on the year one, Series 2016 debt service payment.

Purchase Order Module Financial Software Enhancement

Currently all invoice payments are submitted by paper to accounts payables with authorization both from the originating department and budget administration. The purchase order module will allow this process to become paperless but with the same level of authorization control. In addition an entered purchase order will hold or encumber funds to assist department heads in tracking their expenses against budget. The purchase order can be entered on a recurring or one-time basis and ties to a specific budget line-item. This enhancement costs $9,000.

FY 2016/2017 Proposed Budget Requests

The master planned communities of Harvest and Canyon Falls are adding new homes on a weekly basis. The Highlands has completed infrastructure and has begun building new homes. Prairie View Farms is wrapping up their infrastructure and will begin home starts. Stardust Ranch has completed infrastructure plans and will begin home construction soon. All projects have expanded the Town's water and road systems and will increase the population. These developments create new and expanded work demands on development and public works staff in terms of permitting, review, inspection and installation. The increased population requires additional police staff to ensure proper coverage of patrols. However, the expectations of residents and businesses for Town services remain high. The challenge will be to maintain service levels in the face of increased workloads. These budget requests focus on maintaining current service levels of the Town by enhancing the Town's in-house capabilities through new positions, equipment and consultant services.

Employee Compensation and Benefits

In 2015, the council approved a salary and benefit survey and analysis. The study showed that Northlake salary ranges were approximately 10% below market and recommended new salary ranges for Town positions. FY 2016 budget brought salary ranges to 95% of the market. The proposed FY 2017 will increase salary ranges to 100% of the 2015 survey. Employees below salary range minimum will receive a 5% increase or be brought to minimum whichever higher; salaries between minimum to midpoint will be increased 4%; midpoint to maximum will be increased 3%; and employees over maximum salary will receive a 2% lump-sum. Police officer steps will be increased about 3% overall to match 100% of the salary survey recommendation. The net impact of these changes for all funds is $78,300. In addition, certification pay will be doubled in FY 2017. Employees receiving the basic certification in their field will receive an additional $100 per month, intermediate certification is $200 per month, and advanced $300.

Crew Leader and Utility Technician Positions – Public Works

Last year over 200 water meters were installed and this year a projected 330 meters will be installed. Harvest anticipates about 250 new water accounts per year for the next few years. Canyon Falls expects almost the same amount of new accounts. The Highlands has witnessed the start of home construction. Due to Harvest being outside the Town limits but being part of the Town's water system, the rate of growth of water accounts is nearly double the number of new homes being built in Northlake. The size and complexity of the Town's water system has caused the need for two additional positions. Last year's budget added a Crew Leader but another Crew Leader position is warranted. By having two crew leaders, one can focus on street and drainage maintenance while the other crew leader will oversee teams operating the Town's water and sewer systems. Both crew leaders and corresponding crews will be cross-trained in both areas, the crews will begin to specialize in their particular areas. An additional public works position is the Utility Technician. The position will be responsible for the daily, weekly and monthly test required by State and federal regulatory agencies and the reporting and monitoring of the utility system.

Sergeant and Detective Positions – Police

Northlake recently added two new officers to the Police Department increasing the number of sworn peace officers from nine to eleven. This staffing will allow two officers on most shifts once the police trainees are released from field training. The two new officers were recent graduates of the Tarrant County College Police Academy; the first graduates of the program from Northlake. As the Town grows and police personnel grows, oversight of the force is imperative both for the safety of the officer and the public especially in the current environment. The budget will add another Sergeant; increasing their number to three. Having three Sergeants will allow for almost twenty-four hour supervision. Growth increases the complexity of law enforcement as more businesses and homes are built, the likelihood of crime grows proportionally and the different types of crime increase. A proposed detective position will allow for focused and timely investigation of crimes. Currently each officer investigates during their daily duties and when they are at work which is sometimes deep nights. By having a detective following up on leads, conducting interviews, speaking with the district attorneys office, patrol officers will spend more time in neighborhoods rather than at their desk.

Financial Planning Consultant

With the proposed issuance of debt for road projects, growing residential and commercial tax base, and special districts and tax abatements, the complexity of financial planning has increased. A long range financial plan projecting Town revenue streams and ongoing obligations will validate council and staff decisions and help inform future financial programs. A third-party consultant, who has experience in multiple jurisdictions of various degrees of complexity, will work with Town financial staff to develop a plan. Going forward Town staff will update the financial plan annually.

Geographic Information Systems (GIS) Aerial Imagery

GIS are multiple layers of information ranging from street alignments to fire hydrant locations. This budget request would add the most recent aerial imagery and contour topography to the Town's existing GIS layers which is hosted by the Town's engineering firm. The new layers will allow Town staff to perform much more efficient and accurate review of plats and site plans. In addition, staff created brochures and information packet will be enhanced by the more magnified and detailed aerial imagery for our economic development efforts.

Police Vehicles and Equipment

Two police vehicles with corresponding equipment are proposed for this budget to replace two high-mileage vehicles. The two vehicles to be replaced have been in use for over 100,000 miles for usage that is greater than typical vehicle wear and tear. One vehicle will be for patrol and the vehicle type will continue to be the Chevy Tahoe. The other vehicle will be used for traffic enforcement and will be a Ford Interceptor. The equipment includes radar, emergency lights, heavy-duty bumper, and rugged laptop. In addition, three ticket writers will replace existing units that either no longer function or are repeatedly in for repairs.

Police Body Camera System

Due to unfortunate events throughout the US, staff believes it necessary to equip police officers with body cameras both for their protection and for the protection of the public. Video evidence is crucial in prosecution of those who break the law. It can also reduce liability by giving supervisors another tool to investigate complaints against officers. The proposed body camera system is a complete upgrade and replacement of the existing vehicle camera system. The new system will integrate body and vehicle cameras into one upload and storage platform.

Public Works Vehicles and Heavy Equipment

The proposed Utility Technician will need a dedicated vehicle to make the many rounds throughout the system for monitoring and testing and will most likely be a Ford F-150. A much larger purchase will be the proposed Sewer Jetter at $300,000. A large vacuum and reservoir is mounted to a heavy-duty chassis. The Jetter is used to remove debris from sewer lines for maintenance or to unclog backed-up sewer mains. The Town has been using a similar vehicle of a neighboring city which fortunately has been available when an emergency need occurs. Without an available jetter clearing backed-up sewer mains the Town could experience fines and other regulatory actions.

Public Works Testing Equipment

As mentioned previously, the Town's water and sewer systems are growing and increasing in complexity. At the same time regulatory requirements continue to increase with new regulations coming from the US Environmental Protection Agency and Texas Commission on Environmental Quality. Monitoring and analyzing the Town's water supply and distribution and effluent discharge becomes more and more important. This budget includes three tablets that interface with the water system supervisory controls, sewer flow monitoring service, and a handheld water analyzer.

North Ridge Estates (NRE) Water System Retrofit

In 2015, the Town completed a water line project that brought water service to the new Highlands neighborhood. The line gave the Town the potential to serve the North Ridge Estates neighborhood with water from the Town Hall pump stations. Currently NRE is served by two ground wells which is treated with chlorine. The water coming from Town Hall is treated with chloramines. These two treatment methods are incompatible, therefore, it is necessary to retrofit the NRE system with a chloramine treatment booster. The cost of this improvement is approximately $20,000.

Economic Development Market Analysis

A periodic refresh of the Town's economic development marketing material are necessary to put the Town in the best light with the most up-to-date information. This request is $20,000 and will include updated traffic counts, demographics and businesses.

Town of Northlake

DEPARTMENT REPORT

	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 5/31	FY 2016 Revised Budget	FY 2017 Proposed Budget
COUNCIL						
EXPENDITURES:						
Payroll & Benefits	1,158	1,955	-	1,010	1,800	2,060
Supplies	652	1,217	1,100	564	1,100	1,100
Maintenance	265	579	-	-	-	-
Utilities	654	666	750	577	750	750
Services	9,207	10,972	14,050	7,117	14,050	15,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	750	750
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	11,935	15,388	15,900	9,268	18,450	19,660
ADMINISTRATION						
EXPENDITURES:						
Payroll & Benefits	240,211	268,163	292,548	184,309	309,198	314,375
Supplies	29,284	20,538	14,825	8,607	14,825	14,825
Maintenance	238	1,270	650	280	650	650
Utilities	4,966	5,333	1,200	1,121	1,200	1,200
Services	85,614	92,375	77,325	159,990	213,325	213,325
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	15,546	7,773	15,546	15,546
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	360,313	387,679	402,094	362,080	554,744	559,921
TOWN SECRETARY						
EXPENDITURES:						
Payroll & Benefits	78,927	84,248	89,328	56,009	90,028	94,432
Supplies	3,338	5,611	3,260	1,524	3,260	3,510
Maintenance	100	320	500	25	500	500
Utilities	3,242	3,356	-	410	-	-
Services	15,389	22,393	15,400	6,549	15,400	14,650
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	3,380	6,759	6,759
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	100,997	115,928	108,488	67,896	115,947	119,851

Town of Northlake

DEPARTMENT REPORT

	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 5/31	FY 2016 Revised Budget	FY 2017 Proposed Budget
MUNICIPAL COURT						
EXPENDITURES:						
Payroll & Benefits	163,213	180,739	189,992	120,220	191,042	200,431
Supplies	6,736	8,193	5,740	2,225	5,990	6,040
Maintenance	190	101	-	-	-	-
Utilities	5,548	4,829	-	-	-	-
Services	47,815	44,984	71,610	(10,735)	24,310	59,610
Capital Outlay	-	-	-	-	-	-
Transfers	1,252	-	20,277	10,139	20,277	20,277
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	224,754	238,845	287,619	121,848	241,619	286,358
DEVELOPMENT SERVICES						
EXPENDITURES:						
Payroll & Benefits	19,417	53,403	70,064	44,542	72,114	77,487
Supplies	3,056	4,857	1,700	3,478	4,450	1,700
Maintenance	-	-	-	-	-	800
Utilities	3,482	3,520	150	310	150	150
Services	112,985	254,384	245,610	138,986	246,410	329,130
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	8,449	4,225	8,449	8,449
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	138,941	316,164	325,973	191,541	331,573	417,716
POLICE						
EXPENDITURES:						
Payroll & Benefits	634,999	717,551	887,055	521,642	890,455	936,339
Supplies	62,230	64,126	70,150	31,297	70,150	79,628
Maintenance	19,541	38,184	20,000	15,508	20,000	29,978
Utilities	11,221	10,499	4,500	4,500	4,500	4,500
Services	74,006	65,156	55,329	19,109	55,329	61,200
Capital Outlay	-	-	-	-	-	-
Transfers	48,637	46,500	130,582	65,291	130,582	186,453
Lease Purchase Debt Service	3,992	-	-	-	-	-
TOTAL EXPENSES:	854,625	942,015	1,167,616	657,347	1,171,016	1,298,098

Town of Northlake

DEPARTMENT REPORT

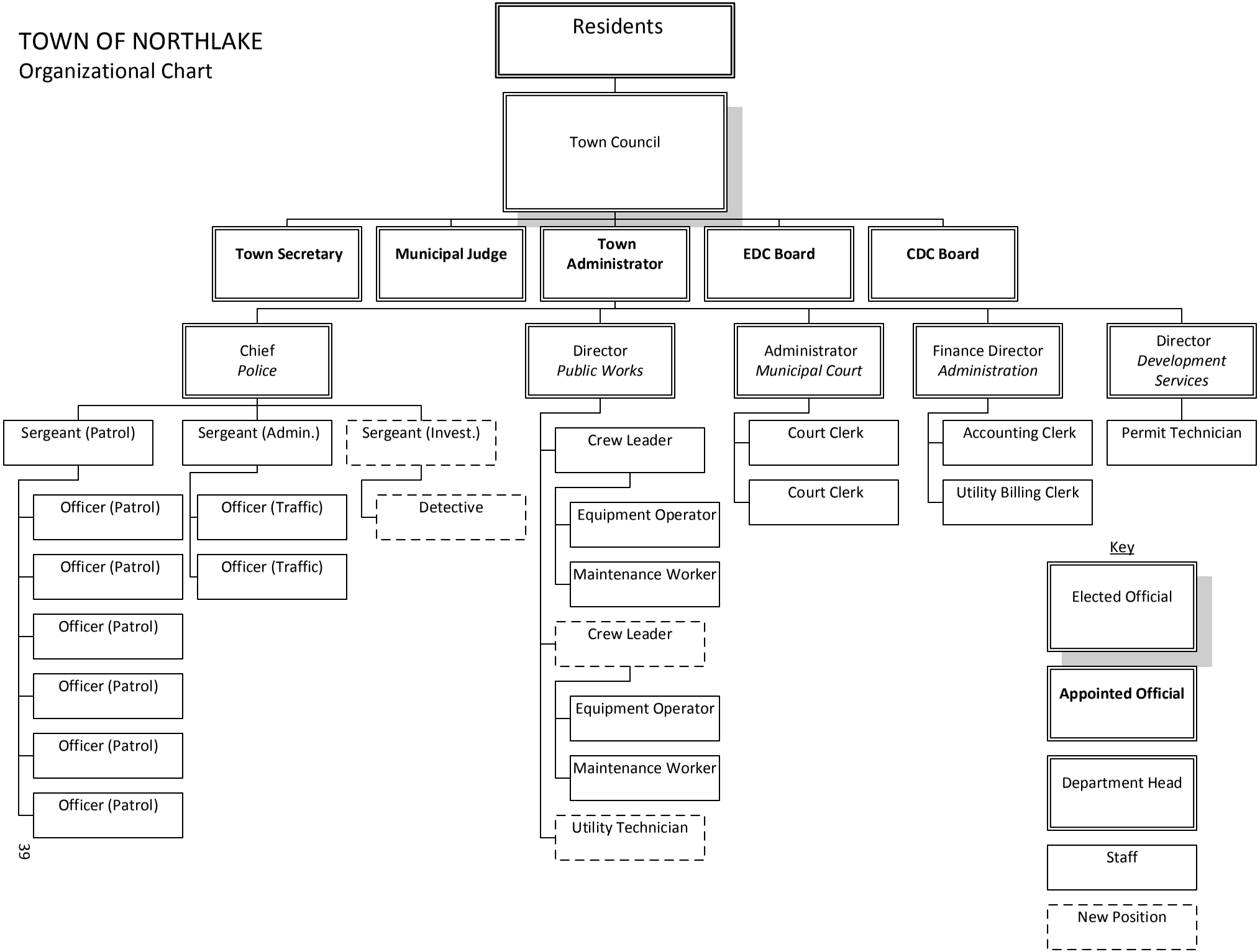
	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 5/31	FY 2016 Revised Budget	FY 2017 Proposed Budget
PUBLIC WORKS - GENERAL FUND						
EXPENDITURES:						
Payroll & Benefits	95,656	143,055	192,141	107,641	192,141	208,869
Supplies	21,901	23,775	31,705	7,481	31,705	33,705
Maintenance	94,654	103,540	154,900	80,063	140,400	165,750
Utilities	4,436	10,799	3,600	1,863	3,600	3,720
Services	5,936	24,962	10,500	20,931	5,000	28,000
Capital Outlay	-	54,488	-	-	-	-
Transfers	18,000	18,000	41,898	20,949	41,898	41,898
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	240,582	378,619	434,744	238,929	414,744	481,942
NON-DEPARTMENTAL - GENERAL FUND						
EXPENDITURES:						
Payroll & Benefits	-	-	-	1,360	15,000	15,000
Supplies	-	916	-	-	-	-
Maintenance	-	3,920	-	-	-	-
Utilities	-	-	-	-	-	-
Services	71,943	45,539	36,000	58,409	36,000	136,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	175,000	-	59,416	2,000	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	71,943	225,376	36,000	119,185	53,000	151,000
ADMINISTRATION - UTILITY FUND						
EXPENSES:						
Payroll & Benefits	47,245	53,182	58,178	37,196	88,178	95,142
Supplies	5,979	11,330	6,200	5,153	6,150	6,200
Maintenance	100	101	100	25	100	100
Utilities	2,240	2,878	-	-	-	-
Services	47,464	108,951	24,575	19,987	24,600	25,350
Capital Outlay	-	-	-	6,000	6,000	-
Transfers	125,000	125,000	129,731	64,866	129,731	129,731
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	228,028	301,441	218,784	133,227	254,759	256,523

Town of Northlake

DEPARTMENT REPORT

	FY 2014 Actual	FY 2015 Actual	FY 2016 Original Budget	FY 2016 Actual As of 5/31	FY 2016 Revised Budget	FY 2017 Proposed Budget
PUBLIC WORKS - UTILITY FUND						
EXPENSES:						
Payroll & Benefits	96,400	132,857	199,590	100,152	198,590	211,637
Supplies	15,454	14,551	24,475	12,695	20,775	30,475
Maintenance	53,621	55,304	52,250	59,835	50,100	67,200
Utilities	659,065	843,577	945,220	357,689	1,144,820	1,545,220
Services	17,274	30,956	24,800	44,126	21,800	21,800
Capital Outlay	-	-	84,300	96,515	84,300	157,000
Transfers	9,000	18,000	41,898	20,949	41,898	41,898
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	850,813	1,095,245	1,372,533	691,960	1,562,283	2,075,230
PUBLIC WORKS - NON-DEPARTMENTAL						
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	36,338	20,933	12,000	13,234	12,000	12,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	6,000	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	36,338	20,933	12,000	13,234	18,000	12,000

TOWN OF NORTHLAKE
Organizational Chart



Personnel Distribution

Full-Time Equivalents

		2014/15 Actual	2015/16 Adopted	2015/16 Amended	2015/16 Actual	2016/17 Requests	2016/17 Projected
GENERAL FUND							
Administration							
Town Administrator		1.00	1.00		1.00		1.00
Town Secretary		1.00	1.00		1.00		1.00
Finance Director (75%)		0.65	0.65	0.10	0.75		0.75
Accounting Clerk (75%)		0.00	0.65	0.10	0.75		0.75
	Full-Time	2.65	3.30	0.20	3.50	0.00	3.50
	Part-Time	0.00	0.00	0.00	0.00	0.00	0.00
	Total	2.65	3.30	0.20	3.50	0.00	3.50
Development Services							
Development Director (25%)		0.25	0.25		0.25		0.25
Permit Technician		0.75	1.00		1.00		1.00
	Full-Time	1.00	1.25	0.00	1.25	0.00	1.25
	Part-Time	0.00	0.00	0.00	0.00	0.00	0.00
	Total	1.00	1.25	0.00	1.25	0.00	1.25
Municipal Court							
Court Administrator		1.00	1.00		1.00		1.00
Court Clerk		2.00	2.00		2.00		2.00
	Full-Time	3.00	3.00	0.00	3.00	0.00	3.00
	Part-Time	0.00	0.00	0.00	0.00	0.00	0.00
	Total	3.00	3.00	0.00	3.00	0.00	3.00
Police							
Police Chief		1.00	1.00		1.00		1.00
Lieutenant		0.00	0.00		0.00		0.00
Sergeant		2.00	2.00		2.00	0.75	2.75
Police Officer		6.00	7.50		7.50	0.50	8.00
Detective		0.00	0.00		0.00	0.75	0.75
	Full-Time	9.00	10.50	0.00	10.50	1.25	11.75
	Part-Time	0.00	0.00	0.00	0.00	0.00	0.00
	Total	9.00	10.50	0.00	10.50	1.25	11.75
Public Works							
Public Works Director (50%)		0.50	0.50		0.50		0.50
Crew Leader (50%)		0.00	0.37		0.37	0.50	0.50
Equipment Operator (50%)		0.87	1.00		1.00		1.00
Maintenance Worker (50%)		0.87	1.00		1.00		1.00
	Full-Time	2.24	2.87	0.00	2.87	0.50	3.00
	Part-Time	0.00	0.00	0.00	0.00	0.00	0.00
	Total	2.24	2.87	0.00	2.87	0.50	3.00
	Total General Fund						
	Full-Time	**17.89**	**20.92**	**0.20**	**21.12**	**1.75**	**22.50**
	Part-Time	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Total	**17.89**	**20.92**	**0.20**	**21.12**	**1.75**	**22.50**

TOWN OF NORTHLAKE

Personnel Distribution

Full-Time Equivalents

		2014/15 Actual	2015/16 Adopted	2015/16 Amended	2015/16 Actual	2016/17 Requests	2016/17 Projected
ECONOMIC DEVELOPMENT CORP.							
Administration							
Development Director (25%)		0.25	0.25		0.25		0.25
	Full-Time	**0.25**	**0.25**	**0.00**	**0.25**	**0.00**	**0.25**
	Part-Time	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Total	**0.25**	**0.25**	**0.00**	**0.25**	**0.00**	**0.25**
COMMUNITY DEVELOPMENT CORP.							
Administration							
Development Director (25%)		0.25	0.25		0.25		0.25
	Full-Time	**0.25**	**0.25**	**0.00**	**0.25**	**0.00**	**0.25**
	Part-Time	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Total	**0.25**	**0.25**	**0.00**	**0.25**	**0.00**	**0.25**
HOTEL OCCUPANY TAX FUND							
Administration							
Development Director (25%)		0.25	0.25		0.25		0.25
	Full-Time	**0.25**	**0.25**	**0.00**	**0.25**	**0.00**	**0.25**
	Part-Time	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Total	**0.25**	**0.25**	**0.00**	**0.25**	**0.00**	**0.25**
UTILITY FUND							
Administration							
Finance Director (25%)		0.35	0.35	(0.10)	0.25		0.25
Accounting Clerk (25%)		0.35	0.35	(0.10)	0.25		0.25
Utility Billing Clerk		0.00	0.00	0.40	0.50	0.50	1.00
	Full-Time	0.35	0.70	0.20	1.00	0.50	1.50
	Part-Time	0.00	0.00	0.40	0.00	0.00	0.00
	Total	0.35	0.70	0.60	1.00	0.50	1.50
Public Works							
Public Works Director (50%)		0.50	0.50		0.50		0.50
Crew Leader (50%)		0.00	0.37		0.37	0.50	0.87
Equipment Operator (50%)		0.87	1.00		1.00		1.00
Maintenance Worker (50%)		0.87	1.00		1.00		1.00
Utility Technician		0.00	0.00		0.00	0.75	0.75
	Full-Time	2.24	2.87	0.00	2.87	1.25	4.12
	Part-Time	0.00	0.00	0.00	0.00	0.00	0.00
	Total	2.24	2.87	0.00	2.87	1.25	4.12
	Total Utility Fund						
	Full-Time	**2.59**	**3.57**	**0.20**	**3.87**	**1.75**	**5.62**
	Part-Time	**0.00**	**0.00**	**0.40**	**0.00**	**0.00**	**0.00**
	Total	**2.59**	**3.57**	**0.60**	**3.87**	**1.75**	**5.62**
	All Funds Total						
	Full-Time	**21.23**	**25.24**	**0.40**	**25.74**	**3.50**	**28.87**
	Part-Time	**0.00**	**0.00**	**0.40**	**0.00**	**0.00**	**0.00**
	Total	**21.23**	**25.24**	**0.80**	**25.74**	**3.50**	**28.87**

TOWN OF NORTHLAKE

COMMUNITY PROFILE

Date of Incorporation	1960
Form of Government	Mayor/Council
Area	10,881 acres (17.0 sq. miles)
Mean Household Income	$82,023
Avg. Single Family Home Value	$315,147

Area Fire Protection
Roanoke Fire Department
Argyle Fire Department

Police Protection	
Number of Stations	1
Number of Sworn Personnel	11
Area Recreational Parks and Facilities	5
Area Libraries	6

Education
The University of North Texas
University of Texas - Arlington
Southern Methodist University
Texas Wesleyan University
Texas Christian University
Texas Woman's University
North Central Texas College
Tarrant County College
Northwest, Ponder, and Argyle ISDs

Elementary Schools	10
Intermediate School (5^{th}-6^{th} grades)	1
Middle Schools	5
High Schools	5

Railroads
Burlington Northern Santa Fe
Union Pacific

Air Service	
DFW Airport (34 miles)	Commercial
Alliance Airport (14 miles)	Industrial
Meacham Airport (28 miles)	General Aviation
Northwest Regional (4 miles)	General Aviation

Highways	
Interstate	IH-35W
Highways	SH 114, US 377
Major Farm-to-Market	FM 156, FM 407, FM 1171

Distance in Miles To:	
Denton	14
Fort Worth	30
Dallas	42
Houston	281
Chicago	926
Los Angeles	1378
New York	1576

Tax Rate Per $100 Valuation	
Northlake	$0.295
Argyle ISD	$1.570
Northwest ISD	$1.453
Ponder ISD	$1.388
Denton County	$0.262
Denton County ESD #1	$0.100

Area Community Facilities	
Hotels	12
Hospitals	5
Churches	27

Utilities	
Natural Gas	Atmos
	COSERV
Electricity	TXU Electric
	COSERV
Telecommunications	AT&T
	Frontier
	Grande
Waste Collection	IESI

Major Area Employers
Alliance Texas
Amazon
Argyle ISD
BNSF
Clorox Distribution Center
G.E. Locomotive
Hydro Conduit
Northwest ISD
Texas Motor Speedway

Incentives:
Freeport Exemptions
Economic Development Incentives
Pioneer Grant (5 year forgivable loan)
Fast Track Permitting

www.town.northlake.tx.us

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Karen Bolyard, Finance Director

Date: September 8, 2016

Re: Adopting Tax Rate for Tax Year 2016

The notice of effective tax rate and tax rate hearings for the 2016 tax year was published in the Fort Worth Star Telegram newspaper on August 4, 2016. In addition, this notice was posted on the Town's website.

The proposed 2016-2017 tax rate for the Town of Northlake is 29.5¢ per $100 of valuation. The proposed tax rate is an increase of 5.81% of the effective tax rate of 27.88¢ per $100 of valuation. As a reminder, the effective tax rate is the rate that would be applied to the July 2016 property tax values that would generate the same amount of revenue as the 2015 tax year.

The proposed tax rate is below the rollback tax rate of 33.16¢ per $100 of valuation therefore the rollback petition process is not available. If council adopts a tax rate higher than the rollback rate, voters may petition to require a public vote to lower the tax rate to the rollback rate.

The proposed tax rate of 29.5¢ per $100 of valuation is distributed as follows:

19.03¢ for maintenance and operations
10.47¢ for payment of principal and interest

Council action is required to approve the tax rate. State law requires the following motion to approve the tax rate:

"I move that property taxes be increased by the adoption of a tax rate of 29.5¢ per $100 of valuation, which is effectively a 5.81 percent increase in the tax rate."

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

TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 16-0908

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES OF THE TOWN OF NORTHLAKE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017 AT THE RATE OF $0.295000 PER ONE HUNDRED DOLLARS ($100.00), AND FOR DIRECTING THE ASSESSMENT THEREOF; PROVIDING FOR A DATE ON WHICH SUCH TAXES BECOME DUE AND DELINQUENT TOGETHER WITH PENALTIES AND INTEREST THEREON; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF

WHEREAS, the Town Council hereby finds that the tax for the fiscal year beginning October 1, 2016 and ending September 30, 2017, thereinafter levied for current expenses of the Town and the general improvements of the Town and its property must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the Town Council approved on September 8, 2016 a separate budget ordinance for the fiscal year beginning October 1, 2016 and the 2016 Appraisal Roll of the Town of Northlake as approved by the Appraisal Review Board of the Denton County Appraisal District; and

WHEREAS, pursuant to Section 26.05 of the Texas Tax Code, the Town Council held a public hearing concerning the proposed tax rate on August 11, 2016 and on August 25, 2016 and all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Tax Levied. There is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2016 and ending on September 30, 2017, and for each fiscal year thereafter until it be otherwise provided and ordained on all property situated within the corporate limits of the Town of Northlake, Texas, and not exempt from taxation by valid law, an ad valorem tax rate of $0.1047/$100 valuation for interest and sinking funds required on the Town's bonded indebtedness and $0.1903/$100 valuation for the general operations of the Town for a total of $0.295000 on each One Hundred Dollar ($100.00) valuation of such property. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 22.664% PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $66.86.

Section 3. Due Date of Taxes. The taxes assessed and levied hereby are payable any time after the approval and publication of this Ordinance and not later than January 31 of the year following the year in which the taxes are assessed. The penalties and interest provided for herein shall accrue after January 31 of the year following the year in which the taxes are assessed. However, if the entire taxes due as provided herein are paid in full by January 31 of the year following the year in which the taxes are assessed, no penalty or interest shall be due.

Section 4. Penalties and Interest. A delinquent tax shall incur the maximum penalty and interest authorized by Section 33.01, Texas Property Tax Code, to-wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1st of the year in which it becomes delinquent.

Provided, however, a tax that is delinquent on July 1st of the year in which it becomes delinquent shall incur a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1 of the year in which they become delinquent shall incur an additional penalty of fifteen percent (15%) of the amount of taxes, penalty and interest due; such additional penalty is to defray the costs of collection as authorized by Section 6.30, Texas Property Tax Code.

Section 5. Place of Payment/Collection. Taxes are payable at the office of the Tax Assessor/Collector. The Town shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

Section 6. Tax Roll. The tax roll, as presented to the Town Council, together with any supplement thereto, is hereby accepted.

Section 7. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

Section 8. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 9. Effective Date. This Ordinance shall become effective from and after its adoption.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS this the 8th day of September, 2016

Town of Northlake, Texas

_____
Peter Dewing, Mayor

ATTEST:

_____
Shirley Rogers, Town Secretary

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

Town of Northlake

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: Issuance of $6.785 M in Certificates of Obligation and $1.36 M in Refunding Bonds

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To fund the improvements related to the Proposed FY 2016-2017 Capital Projects, the Town intends to issue Certificates of Obligation. The issue will be a principal amount of $6,785,000 plus interest and closing costs for public improvements and equipment 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), and a sewer jetter truck.

In addition, the Town intends to issue General Obligation Refunding Bonds to refinance the outstanding Series 2005 Certificates of Obligations. The issue will be a principal amount of $1,360,000 plus interest and closing costs. The refunding will keep the same term as the original issuance retiring in 2025 and will reduce annual debt service approximately $18,000 for the remaining nine years of the term.

At the July 28, 2016 meeting, Council gave notice of intent to issue debt. Per State law, the Town published two notices of intent for the combined issuance in the Fort Worth Star Telegram on July 31st and August 8th. The Town's official publication is the Denton Record Chronicle. However, at the time of publication the Denton Record Chronicle lost their paper of record designation for failure to maintain their second class mail permit.

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

CERTIFICATE FOR ORDINANCE

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 (the "Council") of the Town convened in a regular meeting on September 8, 2016, at the designated meeting place, and the roll was called of the duly constituted officers and members of the 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

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE AUTHORIZING THE ISSUANCE OF TOWN OF NORTHLAKE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried with all members present voting "AYE" except the following:

NOES: _____ ABSTAIN: _____

2. A true, full and correct copy of the aforesaid Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance 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 Ordinance; 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 Ordinance 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. The Council has approved and hereby approves the aforesaid Ordinance; the Mayor and the Town Secretary of the Town have duly signed said Ordinance; and 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 Ordinance for all purposes.

SIGNED AND SEALED ON SEPTEMBER 8, 2016.

_____ _____

Town Secretary Mayor

(SEAL)

ORDINANCE AUTHORIZING THE ISSUANCE OF TOWN OF NORTHLAKE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, certain previously issued and outstanding obligations of the Town of Northlake, Texas (the "Issuer") described in **Exhibit B** attached hereto and incorporated herein (the "Refunded Obligations") are intended to be and shall be refunded pursuant to this Ordinance; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, this Town Council (the "Council") hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to restructure the Issuer's outstanding debt and acknowledges that such refunding results in the payments on the refunding bonds hereinafter authorized being greater than the payments on the Refunded Obligations; and

WHEREAS, the refunding of the Refunded Obligations will result in a present value debt service loss of approximately $_____ and an actual debt service loss of $_____ to the Issuer; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the Bonds hereinafter authorized to be issued and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Chapter 1207; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551;

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of $_____ for the purpose of refunding the Refunded Obligations of the Issuer described in the preamble hereto and to pay the costs incurred in connection with the issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS.

(a) Each bond issued pursuant to this Ordinance shall be designated: "TOWN OF NORTHLAKE, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2016," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated September 1, 2016, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest from the Issuance Date set forth in the FORM OF BOND set forth in **Exhibit A** of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

Maturity Date (August 15)	Principal Amount	Interest Rate
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		

The term "Bonds" as used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

(b) The Bonds are not subject to redemption prior to maturity at the option of the Issuer.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at at the principal corporate trust office of Amegy Bank National Association, Plano, Texas (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the

Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(b) Except as provided in Section 3(d) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be converted and exchanged for other Bonds, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(e) Paying Agent/Registrar for the Bonds. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of

Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other entity to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Book-Entry Only System.

(i) The Bonds issued in exchange for the Bond initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other

provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(iii) The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

(h) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate certificated Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(j) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, by the Mayor Pro Tem) and Town Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form provided in **Exhibit A** attached hereto, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance. **Exhibit A** is incorporated in the Ordinance for all purposes.

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than the entire principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer (or, in the absence of the Mayor, the Mayor Pro Tem) is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor (or, in the absence of the Mayor, the Mayor Pro Tem) or the Town Administrator, and each of the Mayor (or, in the absence of the Mayor, the Mayor Pro Tem) and the Town Administrator is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with B

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148 1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to assure that the proceeds of the Bonds will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, Mayor Pro Tem, Town Administrator, Finance Director and Town Secretary, individually or jointly, to execute any documents, Bonds or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings

thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

(f) Designation as Qualified Tax-Exempt Obligations. The Issuer hereby designates the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Bonds, will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in Section 9 hereof, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Bonds are hereby sold and shall be delivered to _____ (the "Purchaser") for the purchase price of $_____ (representing the aggregate principal amount of the Bonds, plus an aggregate reoffering premium of $_____, less the Purchaser's discount of $_____). The Bonds shall initially be registered in the name of the Purchaser or its designee. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable.

(b) It is hereby officially found, determined and declared that the Bonds have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of such and Bidding Instructions. It is further officially found, determined and declared that the Bonds have been offered pursuant to a Preliminary Official Statement prepared and distributed in connection with the sale of the Bonds. Said Preliminary Official Statement, the Official Statement, and any addenda, supplement or amendment thereto, have been and are hereby approved by the governing body of the Issuer, and its use in the offer and sale of the Bonds is hereby approved. It is further officially found, determined and declared that the statements and representations contained in said Official Statement are true and correct in all material respects, to the best knowledge and belief of the Council.

(c) The Mayor and Mayor Pro Tem, the Town Administrator, Finance Director and Town Secretary, individually or jointly, shall be and they are hereby expressly authorized, empowered and

directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations

contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the Issuer Council.

Section 12. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer's annual financial audit report; and (ii) the information found in Tables 1 through 6 and 8 through 16.in the Official Statement. The Issuer will update and provide the information in the numbered tables within six months after the end of each fiscal year ending in and after 2016 and, if not submitted as part of such annual financial information, the Issuer will provide its audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in and after 2016. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to State law or regulation.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement
relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other

information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or

corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal payable on any outstanding Bonds;

(4) Modify the terms of payment of principal of or interest on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the mailing of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 14. RESERVED.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that certain of the Refunded Obligations be called for redemption on the dates and as set forth on **Exhibit B**. Each of such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest to the redemption date thereof. The Issuer hereby authorizes and directs, and ratifies the authorization and direction, to issue or cause to be issued the Notice of Redemption of the Refunded Obligations in the substantially the form set forth in **Exhibit B** attached hereto to the paying agent/registrar for the Refunded Obligations.

(b) In addition, the paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notice of redemption and defeasance as specified by the ordinance authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption date. The Refunded Obligations shall be presented for redemption at the paying agent/registrar therefore, and shall not bear interest after the date fixed for redemption.

Section 16. PROCEEDS OF SALE[; ISSUER CONTRIBUTION].

(a) The proceeds of sale of the Bonds in the amount of (i) $_____ shall be deposited with the paying agent for the Refunded Obligations to pay the redemption price of the Refunded Obligations on the date of redemption thereof, (ii) $_____ shall be deposited into the Interest and Sinking Fund and (iii) $_____ shall be used to pay costs of issuance of the Bonds.

[(b) The Mayor or other Issuer official listed in Section 10(c) hereof are each hereby authorized to cause to be transferred to the paying agent for the Refunded Obligations the amount of $_____ from available Issuer funds to be used to pay the redemption price of the Refunded Obligations on the date of redemption thereof.]

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. APPROPRIATION. To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Council.

EXHIBIT A

FORM OF BONDS

A. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-__

PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF NORTHLAKE, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2016

INTEREST RATE	ISSUANCE DATE	MATURITY DATE	CUSIP NO.
_____%	October 6, 2016	August 15, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the Town of Northlake, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Issuance Date above at the Interest Rate per annum specified above. Interest is payable on February 15, 2017 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, at the principal corporate trust office of Amegy Bank National Association, Plano, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the

ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated September 1, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for the public purposes of refunding certain outstanding obligations of the Issuer and to pay the costs incurred in connection with the issuance of the Bonds.

THE BONDS ARE NOT SUBJECT to redemption prior to maturity at the option of the Issuer.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the principal denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or

portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or or exchange of any Bonds during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some, but not all, circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or, in the absence of the Mayor, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the Town Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)	(signature)
Town Secretary	Mayor

(SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

AMEGY BANK NATIONAL ASSOCIATION,
Plano, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____
Please print or type name and address, including zip code of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

B. Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF NORTHLAKE, TEXAS, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Dates, in the Principal Amounts and bearing interest at the Interest Rate per annum set forth in the following schedule:

Maturity Date (August 15)	Principal Amount	Interest Rate
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Issuance Date above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2017 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or

before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

EXHIBIT B
NOTICE OF DEFEASANCE AND REDEMPTION

TOWN OF NORTHLAKE, TEXAS
(DENTON COUNTY, TEXAS)

NOTICE IS HEREBY GIVEN that the Town of Northlake, Texas (the "Town") has called for early redemption the outstanding obligations of the Town described as follows:

> Town of Northlake, Texas Certificates of Obligation, Series 2005, dated April 15, 2005 (the "Series 2005 Obligations"), maturing on April 15 in the years and in the amounts shown below. Such Series 2005 Obligations have been called for redemption on October 6, 2016 (the "Redemption Date") at the redemption price of par and accrued interest to the Redemption Date:

Maturity Date	Principal Amount
2017	$ 110,000
2018	120,000
2019	130,000
2020	140,000
2021	150,000
2022	160,000
2023	170,000
2024	180,000
2025	190,000

aggregating $1,350,000 in principal amount. On October 6, 2016, funds were deposited with Southside Bank, which is the paying agent/registrar for the Series 2005 Obligations, in an amount sufficient to redeem the Series 2005 Obligations on the Redemption Date, and such Series 2005 Obligations shall be paid on the Redemption Date from such amounts held by the paying agent/registrar.

Upon presentation of the Series 2005 Obligations at the paying agent/registrar on the Redemption Date, the holder thereof shall be entitled to receive the redemption price equal to par plus accrued interest to the Redemption Date and thereafter the Series 2005 Obligations shall no longer bear interest.

TOWN OF NORTHLAKE, TEXAS

CERTIFICATE FOR ORDINANCE

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 (the "Council") of the Town convened in a regular meeting on September 8, 2016, at the designated meeting place, and the roll was called of the duly constituted officers and members of the 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

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF NORTHLAKE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried with all members present voting "AYE" except the following:

NOES: _____ ABSTAIN: _____

2. A true, full and correct copy of the aforesaid Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance 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 Ordinance; 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 Ordinance 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. The Council has approved and hereby approves the aforesaid Ordinance; the Mayor and the Town Secretary of the Town have duly signed said Ordinance; and 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 Ordinance for all purposes.

SIGNED AND SEALED ON SEPTEMBER 8, 2016.

_____ _____

Town Secretary Mayor

(SEAL)

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF NORTHLAKE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES; APPROVING AN OFFICIAL STATEMENT; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Town Council (the "Council") of the Town of Northlake, Texas (the "Town" or "Issuer"), deems it advisable to issue Certificates of Obligation in the amount of $_____ for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code; and Chapter 1502 Texas Government Code; and

WHEREAS, the Council has heretofore passed a resolution authorizing and directing the Town Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly published in a newspaper of general circulation in the Town on July 31, 2016 and August 7, 2016, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code; and

WHEREAS, the Town received no petition from the qualified electors of the Town protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the Issuer has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the Town that said interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551;

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the Town are hereby authorized to be issued and delivered in the aggregate principal amount of $_____ for paying all or a portion of the Issuer's contractual obligations 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 Issuer'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 (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES; REDEMPTION PROVISIONS.

(a) Each certificate issued pursuant to this Ordinance shall be designated: "TOWN OF NORTHLAKE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated September 1, 2016, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the Purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on the dates and in the principal amounts, respectively, and shall bear interest from the Issuance Date set forth in the FORM OF CERTIFICATE set forth in **Exhibit A** of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Maturity Date (August 15)	Principal Amount	Interest Rate
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

(b) The Certificates shall be subject to redemption prior to maturity as set forth in the FORM OF CERTIFICATE attached hereto as **Exhibit A**.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of Amegy Bank National Association, Plano, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar Agreement in the form presented at the meeting at which this Ordinance is adopted is hereby approved. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(b) Except as provided in Section 3(d) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(c) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(e) The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Book-Entry Only System. The Certificates issued in exchange for the Certificate initially issued to the Purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC. With respect to Certificates

registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates.

(h) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(i) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(j) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in

Section 10 or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and Town Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

(k) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and money sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the Issuer will not redeem such Certificates, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates have not been redeemed.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be substantially in the form provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge of $1,000 of the revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's

revenue obligations (now or hereafter outstanding) which are payable from all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section, to the extent necessary to pay the principal and interest on the Certificates. If Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Article 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and Section 9, respectively, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section and Section 9, respectively, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of

Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Ordinance, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor and Mayor Pro Tem of the Issuer are hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the payment of the insurance premium is hereby approved and the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Purchaser to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or Mayor Pro Tem, and the Mayor or Mayor Pro Tem are hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(9) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, Mayor Pro Tem, Town Administrator, Finance Director and Town Secretary, individually or jointly, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

(f) Designation as Qualified Tax-Exempt Obligations. The Issuer hereby designates the Certificates as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Certificates, will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates are issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth

in Section 9 hereof, in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to _____ (the "Purchaser") for the purchase price of $_____ (representing the aggregate principal amount of the Certificates, plus an aggregate reoffering premium of $_____, less the Purchaser's discount of $_____). The Certificates shall initially be registered in the name of the Purchaser or its designee. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable.

(b) It is hereby officially found, determined and declared that the Certificates have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of such and Bidding Instructions. It is further officially found, determined and declared that the Certificates have been offered pursuant to a Preliminary Official Statement prepared and distributed in connection with the sale of the Certificates. Said Preliminary Official Statement, the Official Statement, and any addenda, supplement or amendment thereto, have been and are hereby approved by the governing body of the Issuer, and its use in the offer and sale of the Certificates is hereby approved. It is further officially found, determined and declared that the statements and representations contained in said Official Statement are true and correct in all material respects, to the best knowledge and belief of the Council.

(c) The Mayor and Mayor Pro Tem, the Town Administrator, Finance Director and Town Secretary, individually or jointly, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other Certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2016 Certificate of Obligation Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided. Proceeds of the Certificates in the amount of $_____ (representing the par amount of the Certificates plus premium in the amount of $_____) shall be deposited into the Construction Fund. The remaining amounts of Certificate proceeds shall be used to pay the costs of issuance of the Certificates. Upon payment of all such Project costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer's annual financial audit report; and (ii) the information found in Tables 1 through 6 and 8 through 16.in the Official Statement. The Issuer will update and provide the information in the numbered tables within six months after the end of each fiscal year ending in and after 2016 and, if not submitted as part of such annual financial information, the Issuer will provide its audited financial statements when and if available, and in any event, within 12 months after the end of each fiscal year ending in and after 2016. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to State law or regulation.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of Certificateholders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement
relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized 1 counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders,

(ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under subsection (b) of this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the mailing of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected

Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Town, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Town.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Town for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Town or the Council.

Section 16. APPLICATION OF PREMIUM FROM SALE OF CERTIFICATES.

The Certificates have an aggregate premium of $_____ which shall be allocated as follows:

(i) the amount of $_____ shall be applied to pay costs of issuance of the Certificates;

(ii) the amount of $_____ shall be deposited into the Interest and Sinking Fund;

(iii) the amount of $_____ shall be applied to pay the Purchaser's discount; and

(v) the amount of $_____ shall be deposited to the Construction Fund.

Section 17. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

EXHIBIT A

FORM OF CERTIFICATES.

(a) The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-__

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF NORTHLAKE, TEXAS
COMBINATION TAX AND LIMITED SURPLUS
REVENUE CERTIFICATE OF OBLIGATION,
SERIES 2016

PRINCIPAL
AMOUNT
$_____

Interest Rate	Issuance Date	Maturity Date	CUSIP No.
_____%	October 6, 2016	August 15, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

ON THE MATURITY DATE specified above, the Town of Northlake, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Issuance Date above at the Interest Rate per annum specified above. Interest is payable on February 15, 2017 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of Amegy Bank National Association, Plano, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance

authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated September 1, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for paying all or a portion of the Issuer's contractual obligations 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 Issuer'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 (collectively, the "Project").

ON AUGUST 15, 2026, or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST THIRTY days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof,

shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by the Certificate Ordinance have been met and money sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the Issuer will not redeem such Certificates, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange any Certificates during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or, with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limits prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer'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 Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said Surplus Revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor (or in the Mayor's absence, of the Mayor Pro Tem) of the Issuer and countersigned with the manual or facsimile signature of the Town Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
Town Secretary	Mayor

(SEAL)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____. AMEGY BANK NATIONAL ASSOCIATION,

Plano, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

_____
Please insert Social Security or Taxpayer Identification Number of Transferee

_____
Please print or type name and address, including zip code of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(b) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF NORTHLAKE, TEXAS, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), the Principal Amounts below on the Maturity Dates below and bearing interest at the per annum Interest Rates set forth in the following schedule:

Maturity Date (August 15)	Principal Amount	Interest Rate
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Issuance Date above, at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2017 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: September 8, 2016

Re: Faught Farm RR-PD – Rural Residential Planned Development (PD-16-001)

Purpose: To hold a public hearing and consider a zoning change from RR – Rural Residential/CRO - Conservation Residential Overlay to RR-PD – Rural Residential Planned Development for an approximately 152.278-acre tract of land situated in the J. James Survey, Abstract No. 1501, generally located west of Faught Road between Evelyn Lane and Robson Ranch Road.

Public Hearing Information: Northlake's Unified Development Code (UDC) in accordance with state law requires that a zoning change must be approved by ordinance following public notice and a public hearing. The public hearing is scheduled to be held at this meeting. Notice of the public hearing was published in the Denton Record Chronicle and mailed to all Northlake property owners within 200 feet of the site as required. Staff has received 2 written responses from the notifications as of the writing of this memo. A copy of those responses are attached. Any additional responses received prior to the public hearing will be presented at the Town Council meeting.

Owners: Susan Stewart, Brenda Jones, and Charles Faught

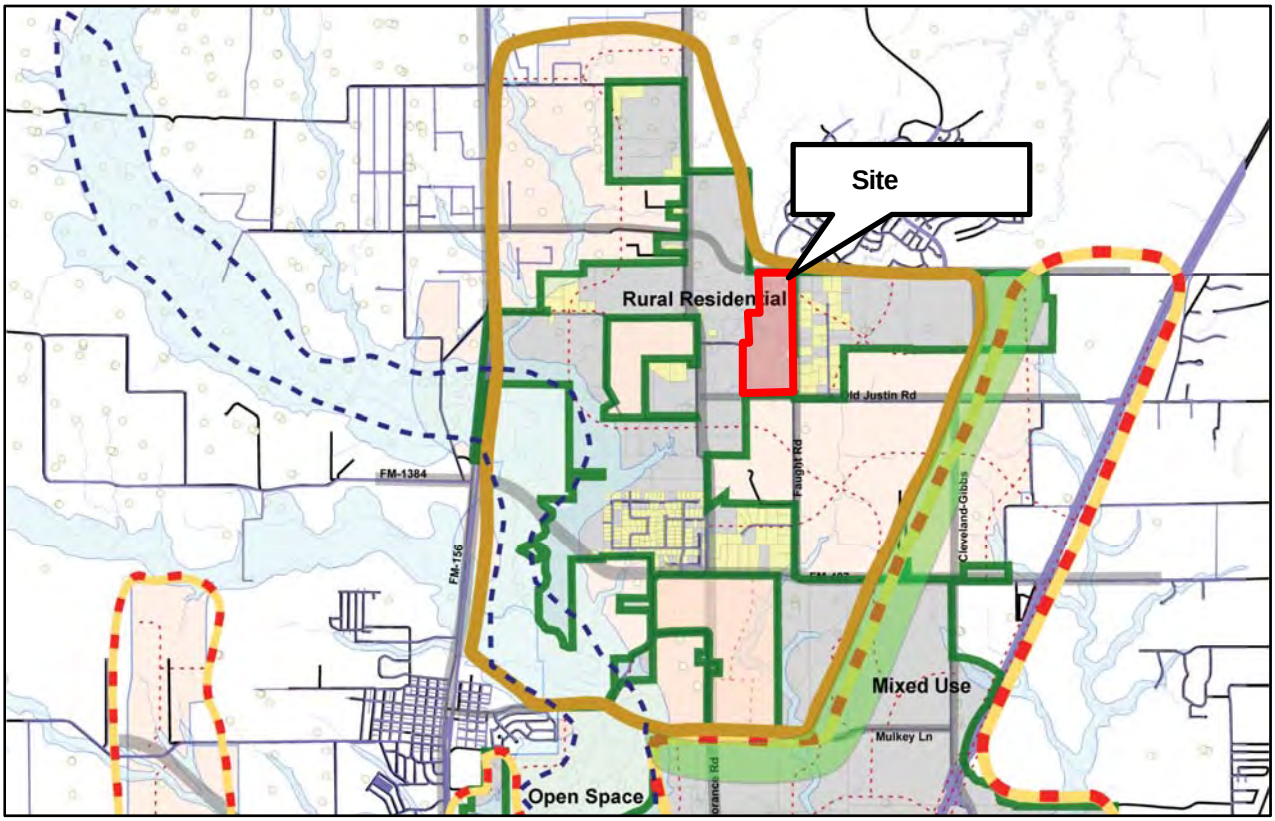
Applicant/Developer: All About Babies and Holtman Designworks, Inc.

Background: The site is currently zoned RR – Rural Residential with a minimum lot size of five (5) acres. It also lies within the CRO – Conservation Residential Overlay which allows for a minimum lot size of two (2) acres as long as open space is provided for an overall density of one unit per five (5) acres. The property is primarily vacant and undeveloped, currently containing one home and several ancillary structures on the east side of the property near Faught Road and a gas well pad site on the north side off Robson Ranch Road.

Matthew Holtman with Holtman Designworks, Inc. presented the proposed zoning change in a briefing at the August 11th Town Council meeting. Based on feedback from the briefing and initial feedback from neighboring property owners, the concept plan and development standards were revised as incorporated in the exhibits to the proposed planned development ordinance.

Adjacent Zoning/Existing Land Uses:
North: Zoned for residential use in City of Denton/Robson Ranch Community
South: No zoning (ETJ) / Vacant, undeveloped property
East: Rural Residential (RR) / 5-acre lot single-family residential subdivision
West: Rural Residential (RR) & ETJ / Large acreage properties (20+ acres) and 2 single-family residences

Comprehensive Plan Designation: The Land Use Development Concept, the guide for future land uses adopted with the 2009 Comprehensive Plan, shows the site within the Rural Residential land use area. The Comprehensive Plan states that "rural residential areas are characterized by large lot, single family residential, ranch, and farm development. Rural residential areas most closely maintain the existing rural character currently within Northlake" with minimum lot size of five (5) acres or an overall density of five (5) acres per lot.



Summary of Proposed RR-PD: The RR-PD provides for the development of an approximately 154-acre property. It calls for a maximum of 35 single-family residential lots (gross residential density of 4.4 acres per home) with lot sizes ranging from a minimum of 2.5 acres to more than 5 acres for all lots facing Faught Road. Lots fronting Faught Road will have a minimum front building setback of 150 feet. Lots fronting Evelyn Lane will be a minimum of 3 acres with a minimum front setback of 75 feet. Interior lots will be a minimum of 2.5 acres with a minimum 50 foot front setback to match the typical standard for the RR zoning district. The RR-PD uses RR-Rural Residential as the base zoning designation, and all development must meet the minimum standards of the RR district unless otherwise provided in the development standards of the RR-PD. The development standards exceed many requirements of the standard RR zoning district such as the setback requirements mentioned above. The development standards also call for added amenities such as a minimum of 24 acres (15.6 % of gross acreage) of open space, trails, and landscape buffers. Other standards differ from the typical standards for the RR zoning district. The RR-PD proposes a commercial lot no larger than 7 acres and located internally within the development with landscape and open space buffers on all sides to transition to residential uses. The commercial uses are limited to office and medical uses within a maximum building square footage of 20,000 square feet so that the commercial development

of the property is limited in order to keep a low-density, rural character. Access to the commercial lot is also limited to only being from Robson Ranch Road, a 4-lane thoroughfare better suited to accommodate traffic than Faught Road as initial proposed to provide access.

Staff Analysis: The proposed zoning change was evaluated for compatibility with the Comprehensive Plan and surrounding development. While the proposed Faught Farm RR-PD does not meet the Rural Residential density requirements recommended in the Comprehensive Plan and allows for limited commercial use not called for in the plan, it does touch on some elements of it, including the following guiding principles and strategic issues:

- Provide for a range of lot sizes – Faught Farm provides for lot sizes not currently provided in Northlake. Very few lots exist in the size range between 1 acre and 5 acres. The recently approved Stardust Ranch will include some 2 acre lots. No subdivisions provide 2.5 and 3 acre lots.
- Allow for a larger variety of housing options – The variety in lot sizes also provides for a variety in housing sizes and types. Custom homes which are a very small part of Northlake's current housing inventory are planned in Faught Farm.
- Preserve natural beauty and open space – Open space is proposed to be preserved and landscape buffers provided in Faught Farm. There is no open space preservation requirement for development in the current RR zoning district.
- Narrow and winding roads with no curb in rural landscapes – Curvilinear interior streets are proposed along with the usage of the Town's rural local street standard which is narrower and is not curbed due to utilizing open drainage in bar ditches.
- Preserve the rural character – Although proposed at higher densities than rural residential currently provides, Faught Farm is designed to fit with the rural character by providing elements such as larger setbacks and homes facing streets, open spaces, and ranch style fencing. The overall proposed residential density of 4.4 acres per home is near the recommended density of 5 acres per home in Rural Residential.
- Provide careful definition of the physical qualities contributing to rural character – In addition to the items listed above, the rural standard streets and landscape buffer also provide physical qualities contributing to rural character.
- Provide design requirements for new development to insure it reflects rural character – See items referenced above.
- Provide recreational opportunities – Trails proposed. No recreational amenities currently provided in the area.
- Provide for developer participation in providing infrastructure needed by developments – To develop the property as proposed in the concept plan, water will need to be extended, roads built, and storm drainage adequately handled. The developer will be required to build and/or fund any infrastructure needs attributable to the development.

The Faught Farm concept plan has been designed to complement and fit with existing and future surrounding development while incorporating smaller lot sizes than surrounding development. The concept plan calls for the largest lots on its eastern boundary fronting Faught Road. These lots will have homes facing the street with large setbacks to complement the existing homes on 5-acres lots on the east side of Faught Road. In addition a landscape buffer provided. Designated open space along with a gas well pad site and steep sloping topography provide a buffer from higher density development in the Robson Ranch community in the City of Denton located on the north side of the property. The west

and south sides of the property are primarily undeveloped. The south side of the property is located in the Town's ETJ and could potentially develop with lot sizes as small as one (1) acre, one-third the size of the lots to front Evelyn Lane in Faught Farm. Stardust Ranch is platted on the northwest side of Faught Farm. 5+ acre lots back up to Faught Farm at this point, but the back half of the 5-acre lots are within a drainage easement, providing a large buffer area.

Staff has also reviewed this application in accordance with the Unified Development Code (UDC) and found the submittal to meet the minimum requirements to be considered by the Town Council. Staff finds that the proposed zoning change, attached in the form of Ordinance No. 16-0908, is acceptable for consideration by the Town Council. The Town Council, in considering final action on this PD, should consider the following criteria outlined in the UDC:

1. Whether the proposed PD implements the policies of the adopted Comprehensive Plan and other adopted master plans of the Town;

2. Whether the proposed PD promotes the health, safety, or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town;

3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified;

4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;

5. The extent to which the proposed PD will result in a superior development than could be achieved through conventional zoning; or,

6. Other criteria which, at the discretion of the Town Council are deemed relevant and important in the consideration of the PD.

Attachments:

- Ordinance No. 16-0908 – Proposed RR-PD
- Public Hearing Information – Notice, Buffer Map, Contact List & Written Responses

ORDINANCE NO. 16-0908

AN ORDINANCE AMENDING ORDINANCE NO. 13-0124A BEING THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY CHANGING THE ZONING CLASSIFICATION OF A 154.278 ACRE TRACT OF LAND SITUATED IN THE J. JAMES SURVEY, ABSTRACT NO. 1501, IN THE TOWN OF NORTHLAKE FROM "RR" RURAL RESIDENTIAL/"CRO" CONSERVATION RESIDENTIAL OVERLAY TO "RR-PD" RURAL RESIDENTIAL PLANNED DEVELOPMENT AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING FOR THE ADOPTION OF DEVELOPMENT STANDARDS; PROVIDING FOR THE ADOPTION OF A CONCEPT PLAN; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, as an incorporated municipality in the State of Texas, has been given the authority by Chapter 211 of the Local Government Code to establish zoning and amend zoning in accordance with Chapter 211; and

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 13-1024A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

WHEREAS, the Unified Development Code and Official Zoning Map established the zoning of "RR" Rural Residential/"CRO" Conservation Residential Overlay for a 154.278-acre tract of land located in the J. James Survey, Abstract No. 1501, in the Town of Northlake, Denton County, Texas (the "Property"); and

WHEREAS, the Unified Development Code provides for adoption of Planned Development Districts; and

WHEREAS, the Town of Northlake has received a request from the owners of the Property to rezone the Property to establish a "RR-PD" Rural Residential Planned Development District; and

WHEREAS, the Town of Northlake heretofore adopted Ordinance No. 09-0409A on April 9, 2009, The Northlake Vision and Comprehensive Plan Update, and the requested rezoning complies with recommendations of the plan; and

WHEREAS, all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for zoning of property have been complied with; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on September 8, 2016 with respect to the zoning change described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to approve the zoning change request and establish a "RR-PD" Rural Residential Planned Development District on the Property.

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

SECTION 1

The 154.278-acre Property more fully described in Exhibit "A" shall be zoned "RR-PD" Rural Residential Planned Development with the concept plan as provided in Exhibit "B" and development standards as provided in Exhibit "C" attached hereto.

SECTION 2

The use of the Property described in Exhibit "A" shall be subject to all applicable regulations contained in the Development Standards provided in Exhibit "C", the Unified Development Code, and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Northlake or any other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the Northlake Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or 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 5

Any person, firm, association of persons, corporation or other organization violating the provisions of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed $2,000.00. Each day that a violation continues shall be deemed a separate offense.

SECTION 6

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED on this the 8th day of September 2016.

_____

Peter Dewing, Mayor

ATTEST:

_____

Shirley Rogers, Town Secretary

Exhibit "A"
Legal Description

154.278 ACRES

BEING all that certain lot, tract, or parcel of land situated In the J. James Survey Abstract Number 1501 in Denton County, Texas, being a part of that certain tract of land conveyed by deed from R. F. Faught and wife, Eslher Ruth Faught to Charles F. Faught el al recorded in Volume 3244, Page 402, Real Property Records, Denton County, Texas and being more particularly described as follows.

BEGINNING at an iron rod set for corner in the intersection of Faught Road, a public rightaway, and Evelyn Lane, a public roadway, said point being the southeast corner of said Faught Tract.

THENCE N 88° 48° 28° W, 1758.33 feet with said Evelyn Lane to an iron rod set for corner, at a ninety degree bend in said Evelyn Lane.

THENCE N 01° 24° 48° E, 1767.24 feet with said Evelyn Lane to an iron rod set for corner in the south line of that certain tract of land conveyed by deed R.F. Faught and wife, Eslher Ruth Faught to John J. Walken and wife, Judy-Lynn Walken recorded in Volume 1721, Page 39, Real Property Records, Denton County, Texas.

THENCE N 56° 52° 32° E, 22.74 feet with said south line of said Walken tract to a fence corner for corner.

THENCE S 77° 01° 34° E, 185.35 feet with said south line of said Walken tract to an iron rod set for corner, said point being the southeast corner of said Walken tract.

THENCE N 01° 18° 06° E, 283.72 feet with said south line of Roach tract to a fence corner for corner, said point being the southeast corner of said Roach tract.

THENCE S 88° 44° 42° E, 283.72 feet with said south line of said Roach tract to a fence corner for corner, said point the southeast corner of Roach tract.

THENCE N 01° 11° 08° E, 1802.42 feet with the east line of said Roach tract to an iron rod set for corner in the south line of Crawford Road, a public roadway.

THENCE S 88° 03° 03° E, 1263.99 feet with said south line of said Crawford Road to an iron rod set for corner in said Faught Road.

THENCE S 01° 10° 07° W, 2719.10 feet with said Faught Road to an iron rod set for corner, said point being the northeast corner of that certain tract of land conveyed by deed from R.F. Faught and wife, Eslher Ruth Faught to Charles F. Faught and wife, Theresa N. Faught recorded in Volume 2038, Page 214, Real Property Records, Denton County, Texas.

THENCE S 01° 10° 07° W, 295.16 feet with the west line of said Faught tract recorded in Volume 2038, Page 214 to an iron rod set for corner.

THENCE S 01° 01° 07° W, 1387.55 feet with said Faught Road to the PLACE OF BEGINNING and containing 154.278 acres of land.

Exhibit "B"
Concept Plan

Preserved Green Space

Commercial Lot w/
Dedicated landscape

Preserved Green Space

Preserved Green Space

Interior Roads installed to
Cities Rural Residential
standard

2.5 - 5 Acre
Rural Residential Lots

Nature
Trails

Faught Farm

A community of farming and friends

Preserving the Rural Residential feel of Northlake.

Development Features:

- Approximately 25 acres of Dedicated green space
- Walking trails through the property.
- Community Gardens
- Natural water features
- Low density Medical Office Buildings
- 2.5-5 acre Residential Single Family Lots
- Agricultural allowances

City Improvements:

- Maintaining the rural residential feel with large, low density lots
- Extension of the city water line
- Installation of city walking path along Faught and Robson Ranch

faught FARM

Faught Farm, Northlake, Texas

LOT	TYPE	SIZE
1	Res	5 acres
2	Res	5 acres
3	Res	5 acres
4	Res	5 acres
5	Res	5 acres
6	Res	5 acres
7	Res	5 acres
8	Res	5 acres
9	Res	5 acres
10	Res	3.13 acres
11	Res	3.13 acres
12	Res	3.13 acres
13	Res	3.13 acres
14	Res	3.16 acres
15	Res	3.16 acres
16	Res	3.16 acres
17	Res	3.16 acres
18	Res	2.5 acres
19	Res	2.5 acres
20	Res	2.5 acres
21	Res	2.5 acres
22	Res	2.5 acres
23	Res	2.5 acres
24	Res	2.5 acres
25	Res	2.5 acres
26	Res	2.5 acres
27	Res	2.5 acres
28	Res	2.5 acres
29	Res	4.0 acres
30	Res	4.5 acres
31	Res	2.7 acres
32	Res	2.9 acres
33	Res	3.2 acres
34	Res	3.75 acres
35	Res	4.31 acres
36	Comm	6.23 acres
Greenspace		25.45 acs.

Land Use Chart
35 Residential Lots
1 Commercial Lot

USE	AREA
Residential Lots	123.02 ac.
Commercial Lot	6.23 ac.
Street R.O.W	1.1 ac.
Gas Well Area	7 ac.
Greenspace	17.35 ac.
Total Acres	154.7

HOLTMAN DESIGN WORKS

Faught Farm, Northlake, Texas

Exhibit "C"
Development Standards for Faught Farm

Preserving the Rural Residential feel of Northlake

COMMUNITY DETAILS

Faught Farm is a proposed master-planned, low-density development with residential lot sizes ranging from a minimum of two and one half (2 1/2) acres to more than five (5) acres and an approximately six (6) acre commercial component limited to medical uses (a focus on women's health services) within a 154 acre planned development district. The development is intended to keep the rural feel of the town by preserving low densities while also offering a mix of lot sizes and uses to support the provision of infrastructure to serve the development.

GENERAL STANDARDS

1. The design and development of Faught Farm shall take place in general accordance with the attached Concept Plan, Exhibit "B".
2. The maximum number of homes in Faught Farm is thirty five (35) and the maximum area to be used for commercial is seven (7) acres.
3. Faught Farm shall be developed in accordance with all applicable development requirements of the Town of Northlake unless otherwise provided herein. In the event of any conflict between these standards and any requirement of the Town, these standards shall apply.

COMMUNITY DESIGN STANDARDS

1. Open Space: A minimum of twenty-four (24) acres of the Faught Farm community shall be open space. For purposes of this section, "open space" shall be defined as those areas, as shown on Exhibit B-Concept Plan to be dedicated for greenspace. The open space shall be owned and maintained by the Homeowners Association (HOA).
2. Landscape Buffer: A twenty (20') foot wide linear landscape strip shall be provided along Faught Road and Robson Ranch Road. The landscape strip shall include one shade tree every one hundred (100') linear feet of street frontage (two and one half-inch [2 ½"] caliper minimum). In addition to the trees, ground cover may be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, mulched planter beds and hardscape. Where shrubs are provided, they shall be a minimum three (3) gallons in size at the time of planting and shall attain a minimum height of three (3') feet within two growing seasons. Berms may be constructed within the buffer which may encroach up to three (3') feet into the right-of-way and shall not exceed a 3:1 slope. Where located on a private lot, the landscape strip shall be within an easement with maintenance provided by the HOA.
3. Perimeter Fencing: A uniform, ranch style four (4') foot tall fence shall be installed along all perimeter street frontage of Faught Road, Robson Ranch Road and Evelyn Lane. The fencing shall be consistent throughout the subdivision. A light gauge wire mesh may be used in conjunction with open style fencing to contain pets and provide for nuisance wildlife control. The perimeter fencing shall be located within an easement with maintenance provided by the HOA.
4. Trail: A minimum eight (8') foot wide hike and bike trail shall be provided adjacent to Robson Ranch Road and Faught Road within an easement for public use as identified on the concept plan.
5. Streets: All new streets within the development shall be designed in accordance with the Local Residential Rural (L2U-R) standard due to the low density rural character of the development. Adequate right-of-way will be dedicated for all existing perimeter roads which shall otherwise remain in their current state of improvement at time of development.

6. Driveway Access: Any residential lots fronting Evelyn Lane or Faught Road will be accessed from the street with an individual approach. Access to the Commercial Lot shall only be from Robson Ranch Road.
7. Parkland Dedication/Development: The open space and trails shall be recognized as meeting all of the Town of Northlake's acreage and/or parkland dedication fee requirements for public and/or private open space for Faught Farm.
8. Community Amenity Plan: A community amenity plan to include plans and details for open space, landscape buffers, perimeter fencing, entry features, and nature trails shall be provided in conjunction with the preliminary plat for review and approval with the preliminary plat.
9. Building setbacks: Homes fronting Faught Road shall have a minimum one hundred and fifty (150') foot front building line setback. Homes fronting Evelyn Road shall have a minimum seventy-five (75') foot front building line setback, and all interior lots shall have a minimum fifty (50') foot front building line setback.

DEVELOPMENT STANDARDS

Faught Farm will be comprised of single-family residential detached homes with a minimum lot size of two and one half (2 1/2) acres and a limited commercial component consisting of medical office uses including a woman's health surgery center and a birthing center. Faught Farms shall be developed in accordance with the Rural Residential (RR) District of the Northlake Unified Development Code (UDC) as it exists or may be amended, except as otherwise provided herein.

Permitted Uses

Permitted uses allowed in Faught Farm shall be all principal and accessory uses which are allowed by right in the Rural Residential (RR) District in accordance with Table 5.2 of the Northlake Unified Development Code (UDC), as amended. A Special Use Permit (SUP) shall be required for all uses otherwise requiring a SUP in the Rural Residential (RR) District, in accordance with Table 5.2 of the Northlake Unified Development Code (UDC), as amended, unless otherwise specified herein. In addition, limited commercial uses shall be allowed by right on the Commercial Lot identified on the Concept Plan. Permitted uses on the Commercial Lot shall be limited to professional and medical offices, a surgery center, and a birthing center within a maximum combined building square footage of 20,000 square feet.

Oil and Gas Well Drilling and Production

Oil and gas well drilling and production shall be allowed by right only on the location designated for such use on Exhibit B, Concept Plan, and more specifically described in Ordinance No. 06-0810B which approved the Specific Use Permit for the existing gas well on the site. Oil and gas well drilling and production on the designated site shall be in accordance with all requirements of Article 13 of the Northlake Unified Development Code (UDC) except as otherwise provided below.

1. Oil and Gas Well Setbacks: In lieu of the requirements of Sections 13.4 and 13.5 of the Northlake Unified Development Code, setbacks related to existing and future oil and gas wells shall be as follows:
    1. New structures constructed near the oil and gas well site: New vertical, habitable building structures (excluding driveways, parking, hard-scape or soft-scape screening, and fencing) shall not be constructed any closer than three hundred (300') feet from a bore hole/well head.
    2. Additional wells added to the oil and gas well site: New, additional wells drilled on the oil and gas well site shall not have a bore hole/well head located any closer than three hundred (300') feet from a vertical, habitable building structure (excluding driveways, parking, hard-scape or soft-scape screening, and fencing) in existence at the time of permitting.
2. Site Plan Approval: A Site Plan in accordance with Section 12.15 of the UDC shall be approved prior to issuance of a permit for any new oil or gas wells on the site. The Town Council may require additional screening and/or noise mitigation as a condition of site plan approval.

Accessory Uses and Structures

The standards for Accessory Uses and Structures outlined in Sec. 8.2 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. No accessory structure shall be constructed on a lot without a principal structure.
2. No trailers, containers, shipping containers, commercial boxes, vehicles or similar structures shall be used as accessory structures.
3. A maximum of one (1) accessory structure (not a detached garage) and one (1) detached garage shall be permitted per lot.
4. Accessory dwellings shall comply with Section 8.3 of the UDC.
5. Accessory structures shall adhere to the following design requirements:
    1. Accessory structures with less than 600 square feet of floor area shall be constructed with the same materials as the principal structure.
    2. Accessory structures with a floor area in excess of 600 square feet shall be constructed with the same percentage and type of materials as the primary structure. Additionally, it shall match the architectural style of the primary structure as much as possible (including, but not limited to, roof style and pitch, window and door design, height measured at the wall top plate and architectural detailing).

Exterior Construction and Design Standards

All exterior construction and design standards outlined in Sec. 9.5 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. In addition to the single-family residential and non-residential mandatory provisions of Sec. 9.5 of the UDC, all homes and commercial businesses must contain a minimum of 100% brick, stone, or cementitious fiberboard on all exterior facades exclusive of doors, windows, porches, trim, soffits, dormers, gables, and similar secondary architectural features.
2. Commercial buildings shall be restricted to two (2) stories and shall maintain a residential appearance. No commercial building shall be larger than 12,000 square feet.
3. Both Commercial and Residential structures shall contain covered porches.

Landscaping and Tree Protection

Landscaping and tree protection standards of Sec. 9.10 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. Landscape buffers shall meet the requirements specified in the Community Design Standards section above.
2. A minimum twenty (20') foot perimeter around each home shall be landscaped and irrigated.
3. The Commercial Lot shall have a mandatory twenty (20') foot landscape buffer from all adjacent residential properties. The buffer may be incorporated on the Commercial Lot or within adjacent Open Space. The landscape buffer shall consist of a natural hedgerow, fencing or combination of the two in addition to the following:
    1. A maximum of 50% of the buffer area may be landscaped with turf grass.
    2. Two (2) three (3") inch caliper shade trees shall be planted for each two hundred (200') linear feet of adjacent residential property.
    3. Three (3) ornamental trees shall be planted for each one hundred (100') linear feet of adjacent residential property.

4. A combination of a discontinuous earthen mound constructed to a height of three feet.

4. All parking on the Commercial Lot shall provide headlight screening by either a hedgerow or an earthen berm, and no single run of parking shall exceed ten (10) spaces without a landscaped island and a three (3") caliper tree installed.

Miscellaneous Standards

1. Each home shall have a minimum of three (3) parking spaces within an enclosed garage.
2. Garage doors shall not face a street unless they are incorporated into a mixed-swing design with only a one-car garage door facing the street and/or the garage is detached and located behind the main house and setback a minimum of one hundred (100') feet from the street.
3. All dumpsters shall be fully screened by an enclosure designed to match the adjacent building.
4. Signage on the Commercial Lot shall be subject to the standards for Signs outlined in Article 11 of the Northlake Unified Development Code (UDC), as amended. Signs at the public right of way shall be limited to monument signs only.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Northlake Town Council will hold a public hearing on Thursday, September 8, 2016, at a meeting to begin at 5:30 pm at Northlake Town Hall, 1400 FM 407, Northlake, Texas. The purpose of this hearing is to hear comments for or against a zoning change from RR – Rural Residential (min. 5 acre lots)/CRO - Conservation Residential Overlay to RR-PD – Rural Residential Planned Development (min. 2.5 acre lots) for an approximately 154.728-acre tract of land situated in the J. James Survey, Abstract No. 1501, generally located west of Faught Road between Evelyn Lane and Robson Ranch Road. Susan Stewart, Brenda Jones, and Charles Faught are the owners. All About Babies and Holtman Designworks, Inc. are the applicant/developer. Case # PD-16-001.

ABOUT THIS REQUEST

The proposed RR-PD is based on the standard RR – Rural Residential zoning district with lot sizes ranging from 2.5 acres to 5+ acres. In addition a concept plan and additional development standards are part of the RR-PD request. A draft of the concept plan and proposed development standards are attached but may be revised based on review prior to the public hearing. A final copy of the proposed RR-PD will be posted on the Town website www.town.northlake.tx.us under News & Notices approximately 7-10 days prior to the public hearing. If you would like more information or have any questions about this request, please contact Nathan Reddin, Development Director, at 940-242-5703 or nreddin@town.northlake.tx.us. You may also visit Northlake Town Hall between the hours of 8:00 am to 4:00 am, Monday – Friday.

PUBLIC HEARING PROCESS

The public hearing process is designed to provide opportunities for citizen involvement and comment. The public hearing is held before the Town Council. During the public hearing, interested persons are asked to sign in and speak before the Town Council to provide comments for or against the request before the Town Council. Prior to the public hearing, Northlake landowners within two hundred (200) feet of the subject property are notified of the request by mailing of this notice thirty (30) days prior to the date of the public hearing. Notifications are also published in the newspaper a minimum of sixteen (16) days prior to the date of the public hearing.

WRITTEN RESPONSE PROCESS

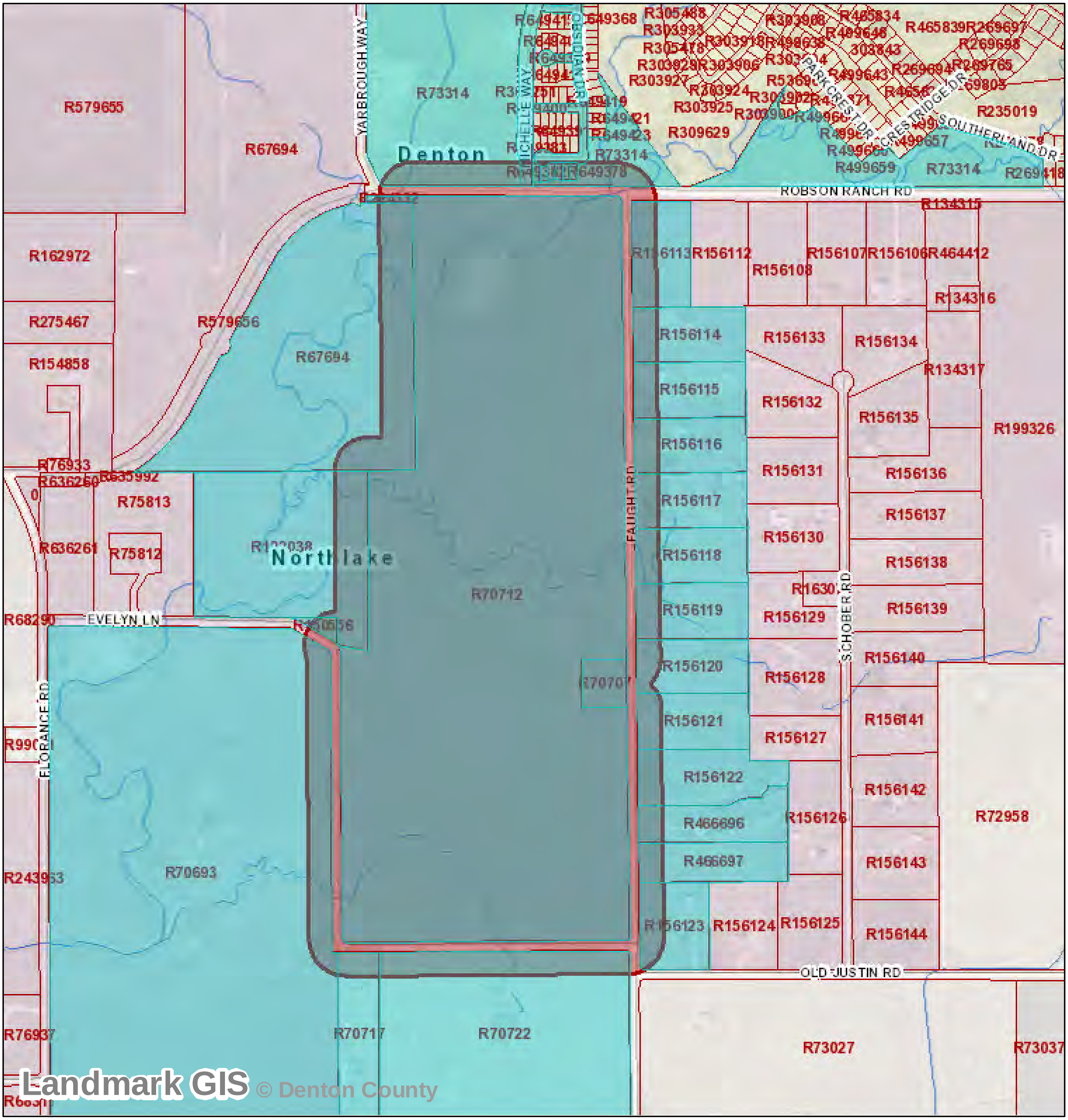
You may also make your opinion known on this request by returning the enclosed Notification Response Form. Please return this form with your comments prior to the date of the public hearing. *This in no way prohibits you from attending and participating in the public hearing.* The Council is informed of the percent of responses in support and in opposition of the request. If the owners of more than twenty (20) percent of the Northlake land area within two hundred (200) feet of the site submit written opposition, then four (4) out of five (5) votes of the Town Council are required to approve the request. ***These forms are used to calculate the percentage of landowner opposition.***

200 Foot Notification List for Public Hearing

Case Name: Faught Farm Rural Residential Planned Development (RR-PD) Zoning Change
Case Type: Planned Development (PD)
Case Number: PD-16-001
Public Hearing Date: September 8, 2016

PROPERTY ID	OWNER NAME	OWNER ADDRESS	CITY	STATE	ZIP	LEGAL DESCRIPTION
Owner	Faught, Charles F	6560 Faught Rd	Northlake	TX	76226	A1501a James, Tr 1 & Tr 2
Applicant	Holtman Designworks Inc. Attn: Matt Holtman	214 Birdcall Ln	Argyle	TX	76226	
Applicant	All About Babies	305 E FM 1830	Argyle	TX	76226	
70693	Faught, David L	210 Windmill Dr	Justin	TX	76247	A1489a Rudd, Tr 2
669302	Faught Mason, Jan	6151 Annapolis Ln	Dallas	TX	75214	A1489a Rudd, Tr 2b
Multiple	Wolken, John J & Judy-Lynne	7668 Evelyn Ln	Northlake	TX	76226	A1489a Rudd, Tr 1 & A1501a James, Tr 3
Multiple	Royal Crest Properties LLC	12101 Bella Italia Ste A	Fort Worth	TX	76126	Stardust Ranch Ph 1 Blk F Lots 1-8
156113	Property Owner	6045 Faught Rd	Denton	TX	76226	Brian's Place Lot 5
156114	Muns, Monica M & David T	6155 Faught Rd	Argyle	TX	76226	Brian's Place Lot 6
156115	Kinder, Sammy G	6225 Faught Rd	Northlake	TX	76226	Brian's Place Lot 7
156116	Lester, Stephen P & Pamela K	6275 Faught Rd	Northlake	TX	76226	Brian's Place Lot 8
156117	Deranger, Brant & Alicia	6325 Faught Rd	Argyle	TX	76226	Brian's Place Lot 9
156118	Douglas, Michael Lloyd & Tammi Lynn Trs	6375 Faught Rd	Northlake	TX	76226	Brian's Place Lot 10
156119	Fater, James	1601 Schober Rd	Argyle	TX	76226	Brian's Place Lot 11
156120	Whittle, Jerry Vaughn & Alyssa Gayle	114 Sunset Cir	Shady Shores	TX	76208	Brian's Place Lot 12
156121	Property Owner	6605 Faught Rd	Argyle	TX	76226	Brian's Place Lot 13
156122	Davis, Troy D	6675 Faught Rd	Argyle	TX	76226	Brian's Place Lot 14
466696	Miley, Kenneth W & Lesley D	6715 Faught Rd	Argyle	TX	76226	Henry-chapa Addition Blk A Lot 1
466697	Henry, Becky Sue	255 Aston Dr	Bridgeport	TX	76426	Henry-chapa Addition Blk A Lot 2
156123	Roberts, Earl E	3274 Old Justin Rd	Argyle	TX	76226	Brian's Place Lot 15
						Total Acreage in Buffer Area

All other properties within 200 feet of subject property are located outside of the Northlake town limits within Northlake ETJ or the City of Denton.



Landmark GIS © Denton County

200 Foot Buffer Map (PD-16-001)

DENTON COUNTY Technology Services Geographic Information Systems

0 475 950 1,900 Feet

http://www.dentoncounty.com

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

N

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: September 8, 2016

Re: Final Plat for Harvest Phase 3B (FP-16-013)

Purpose: To consider approval of a Final Plat of Harvest Phase 3B, a proposed subdivision consisting of 331 single-family residential lots and 10 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 91.668-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located south of Old Justin Road between Cleveland-Gibbs Road and Harvest Way.

Owner/Applicant/Developer: Harvest Phase 3, LLC

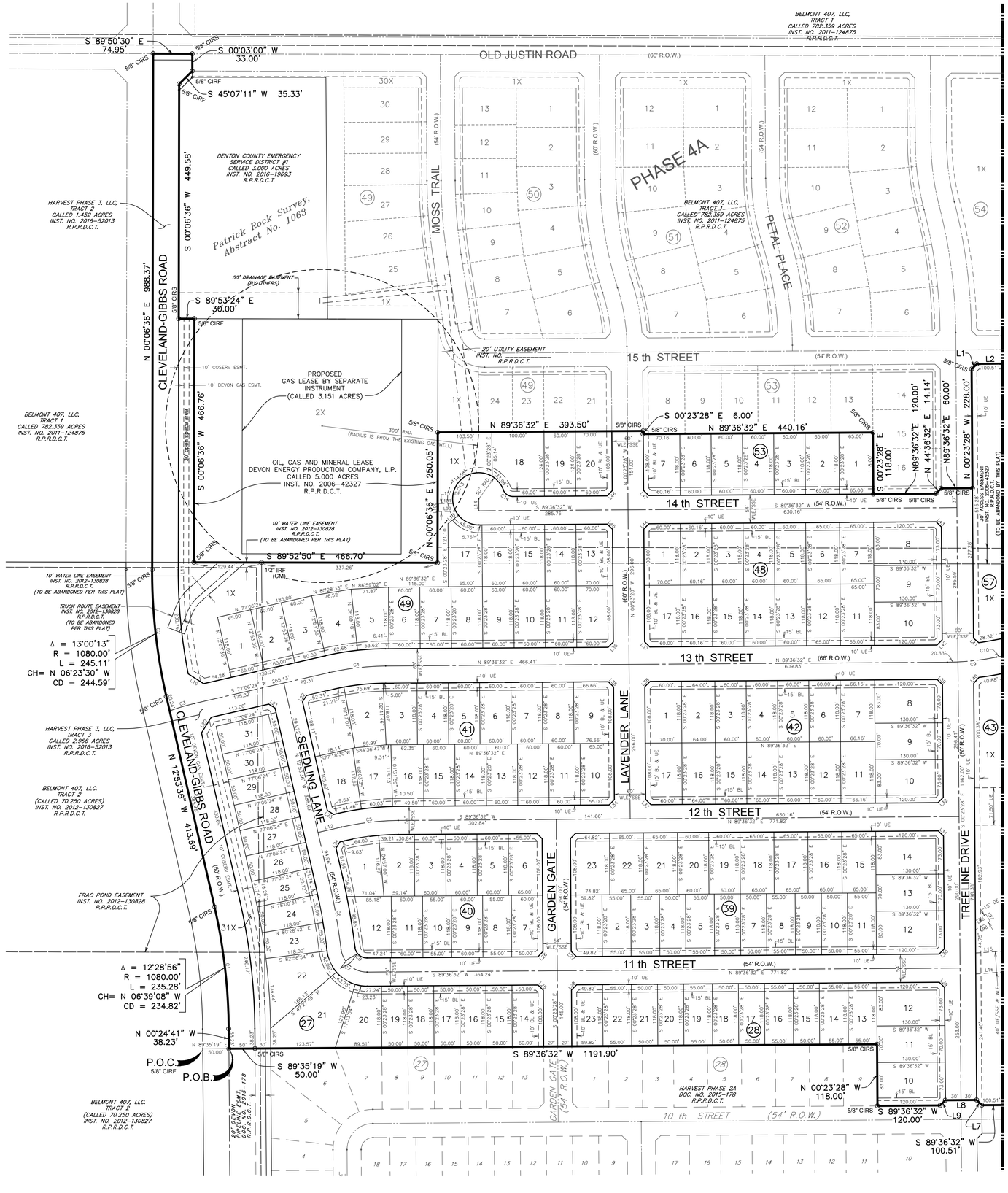
Engineer/Surveyor: Jones & Carter, Inc.

Background: This is the seventh phase overall within the Harvest development. It follows Harvest Meadows Phase 2 and Harvest Phase 3A which are currently under construction. A preliminary plat for Harvest Phase 3B was by Town Council on April 14, 2016. The development of this phase is subject to the Harvest Development Agreement approved by Town Council on September 27, 2012.

Staff Analysis: The applicant has provided a final plat application in accordance with requirements of the Harvest Development Agreement and the Subdivision Ordinance in place at the time of the agreement. The final plat contains a total of 341 lots including 331 single-family residential lots and 10 lots designated for nonresidential/open space use. The "nonresidential/open space lots" are lots dedicated for open spaces and amenities to be owned and maintained by the homeowners association, Fresh Water Supply District, and/or public improvement district as applicable.

The submitted final plat is consistent with the approved preliminary plat. The entire area of this final plat is within Zone 3 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. Construction plans for water, sewer, streets and storm drainage are under review with minor comments remaining to be addressed.

Staff Findings: Staff finds the final plat acceptable for approval contingent upon final approval of the public infrastructure construction plans.



CURVE TABLE

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C4	500.00'	109.10'	108.89'	S 83°21'28" W	12°30'08"	54.77'
C5	500.00'	109.10'	108.89'	S 83°21'28" W	12°30'08"	54.77'
C6	1305.00'	133.05'	133.00'	N 09°58'21" W	5°50'30"	66.58'
C7	50.00'	72.73'	66.48'	S 48°43'17" E	83°20'22"	44.50'
C8	23.00'	33.45'	30.58'	S 48°43'17" E	83°20'22"	20.47'
C9	500.00'	95.01'	94.87'	N 84°09'54" E	10°53'15"	47.65'
C10	500.00'	95.01'	94.87'	S 84°09'54" W	10°53'15"	47.65'
C11	750.00'	86.65'	86.60'	N 03°42'03" W	6°37'10"	43.37'
C12	750.00'	86.65'	86.60'	N 03°42'03" W	6°37'10"	43.37'
C13	50.00'	218.12'	81.94'	S 34°35'00" W	249°56'56"	71.48'
C14	20.00'	24.42'	22.93'	S 55°25'00" E	69°56'56"	13.99'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°36'32" E	14.14'
L2	N 89°36'32" E	100.51'
L3	N 00°23'28" W	54.00'
L4	N 45°22'24" W	14.14'
L5	S 89°36'32" W	60.00'
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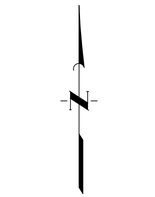
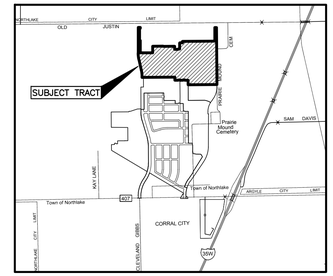
L7	N 45°23'28" W	14.14'
L8	S 89°36'32" W	60.00'
L9	S 44°36'32" W	14.14'
~~L10~~	~~N 00°06'36" E~~	~~14.07'~~
L11	N 00°06'36" E	14.07'
L12	S 77°06'24" W	46.63'
L13	S 51°14'38" W	25.56'
L14	S 00°23'28" E	23.00'
L15	N 85°48'57" E	120.77'
L16	N 85°48'57" E	120.77'
~~L17~~	~~N 89°36'32" E~~	~~57.38'~~
~~L18~~	~~N 89°36'32" E~~	~~57.27'~~
L19	N 57°19'24" W	35.00'
L20	N 32°06'24" E	35.36'
L21	S 57°53'36" E	14.14'
L22	N 32°06'24" E	14.14'
L23	N 57°53'36" W	14.14'
L24	N 32°06'24" E	14.14'
L25	S 45°23'28" E	14.14'
L26	S 44°36'32" W	14.14'
L27	N 45°23'28" W	14.14'
L28	N 44°36'32" E	14.14'
L29	S 45°23'28" E	14.14'
L30	S 44°09'24" W	14.03'
L31	S 45°23'28" E	14.14'
L32	S 44°36'32" W	14.14'
L33	N 45°23'28" W	14.14'
L34	S 44°36'32" W	14.14'
L35	S 45°23'28" E	14.14'
L36	S 44°36'32" W	14.14'
L37	N 45°23'28" W	14.14'
L38	N 44°36'32" E	14.14'
L39	S 45°23'28" E	14.14'
L40	N 41°37'52" E	14.86'
L41	N 48°47'28" W	13.28'
L42	S 44°36'32" W	14.14'
L43	S 45°23'28" E	14.14'
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	S 45°23'28" E	14.14'
L49	N 44°36'32" E	14.14'
L50	S 45°23'28" E	14.14'
L51	N 44°36'32" E	14.14'
L52	S 45°25'01" E	14.15'
L53	S 44°34'59" W	14.14'
L54	S 45°25'01" E	14.15'
L55	N 45°23'28" W	14.14'
L56	N 44°36'32" E	14.14'
L57	S 45°23'28" E	14.14'
L58	S 44°36'32" W	14.14'
L59	N 45°22'24" W	14.14'
L60	N 44°36'32" E	14.14'
L61	N 45°23'28" W	14.14'
L62	S 45°22'11" W	14.44'
L63	S 46°48'19" E	13.79'
L64	N 44°36'32" E	14.14'
L65	S 45°23'29" E	14.14'
L66	S 44°36'32" W	14.14'
L67	N 45°23'28" W	14.14'
L68	N 44°36'32" E	14.14'
L69	S 44°34'59" W	14.14'
L70	S 45°25'01" E	14.15'
L71	S 44°34'59" W	14.14'
L72	S 45°25'01" E	14.15'
L73	N 45°23'28" W	14.14'
L74	N 44°36'32" E	14.14'
L75	S 45°23'30" E	14.14'
L76	S 44°36'32" W	14.14'
L77	N 45°23'28" W	14.14'
L78	N 44°36'32" E	14.14'
L79	N 45°23'28" W	14.14'
L80	N 44°36'32" E	14.14'
L81	S 45°23'28" E	14.14'
L82	S 44°36'32" W	14.14'
L83	S 45°23'28" E	14.14'
L84	N 44°36'32" E	14.14'
L85	S 44°34'59" W	14.14'
L86	S 45°25'01" E	14.15'
L87	S 44°34'59" W	14.14'
L88	S 45°25'05" E	14.15'
L89	N 48°29'48" W	14.89'
L90	N 43°28'32" E	13.86'
L91	S 46°36'32" E	14.44'
L92	S 41°43'12" W	13.41'
L93	S 47°43'17" E	21.85'
L94	S 42°16'43" W	15.00'
L95	N 47°43'17" W	28.89'
L96	N 59°36'32" E	23.64'
L97	S 30°23'28" E	15.00'
L98	S 59°36'32" W	32.30'
L99	S 89°24'15" W	32.93'
L100	N 00°35'56" W	15.00'
L101	N 89°24'04" E	27.70'





VICINITY MAP
N.T.S.

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 designated with an "X" with the lot number, all "X" lots are open space lots except for Lot 2X, Block 49, which is a gas well site.
4. 5' side and rear yard setbacks required on all residential lots unless otherwise noted.
5. All common areas 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.
6. All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
7. No Direct Residential Driveway Access to Cleveland-Gibbs Road or Harvest Way is Allowed.
8. All Lots Shown on this Plat are within Zone 3 as Identified in the Harvest Development Agreement dated 9-27-2012. All Setbacks shall conform with the Zone 3 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.
9. No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
10. All floodplain information on this plat is for graphical depiction only, as scaled off of FIRM Panel No. 48121C0505G, Revised April 18, 2011 for Denton County, Texas. Portions of the property are within Zone A, areas subject to flooding by the 1% annual chance flood with no flood elevations determined, and Unshaded Zone X, areas determined to be outside of the 0.2% annual chance floodplain.

OPEN SPACE TABLE

PHASE	TOTAL ACREAGE (AC.)	OPEN SPACE ACREAGE (AC.)	PERCENT OPEN SPACE
HARVEST PHASE I	128.83	30.70	23.83%
HARVEST PHASE 2	92.41	5.99	6.42%
HM PHASE I	49.35	2.63	5.33%
HM PHASE 2	38.47	5.16	13.41%
HM PHASE 3 & 4	64.51	11.76	18.23%
HARVEST PHASE 3 & 4	118.82	14.08	11.85%
HARVEST PHASE 3A	14.46	0.25	1.73%
TOTAL	506.85	70.57	13.92%

RESIDENTIAL LOTS
50' LOTS = 100
60' LOTS = 178
70' LOTS = 53
TOTAL = 331

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" IRON ROD WITH CAP STAMPED "JONES CARTER" SET
BL	BUILDING LINE
UE	UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
WLE	WATERLINE EASEMENT
NR	NON-RADIAL LOT LINE
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
FME	FENCE MAINTENANCE EASEMENT
VAM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
⟨	DENOTES CHANGE IN STREET NAME
(1)	BLOCK NUMBER
FME	FENCE MAINTENANCE EASEMENT

LAND USE TABLE

LAND USE	ACREAGE	LOTS
RESIDENTIAL	57.76	331
HOA/OPEN SPACE	6.19	10
STREET - ROW	27.72	-
TOTAL	91.67	341

FINAL PLAT
OF
HARVEST PHASE 3B

LOTS 14-31 & 31X, BLOCK 27; LOTS 10-23, BLOCK 28;
LOTS 4-10, BLOCK 33; LOTS 10-17 & 17X, BLOCK 34;
LOTS 1X & 1-15, BLOCK 35; LOTS 1-16, BLOCK 36;
LOTS 1X &1-15, BLOCK 37; LOTS 1-16, BLOCK 38;
LOTS 1-23, BLOCK 39; LOTS 1-12, BLOCK 40;
LOTS 1-18, BLOCK 41; LOTS 1-17, BLOCK 42;
LOT 1X, BLOCK 43; LOTS 1-17 BLOCK 44;
LOTS 1X & 1-16, BLOCK 45; LOTS 1X & 1-17, BLOCK 46;
LOTS 1-19, BLOCK 47; LOTS 1-17, BLOCK 48;
LOTS 1X, & 1-20, BLOCK 49; LOTS 1-7, BLOCK 53;
LOTS 1-21, BLOCK 55; LOTS 1X & 1-18, BLOCK 56;
AND LOT 1X, BLOCK 57;
BEING 91.668 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
341 LOTS BY USE
(331 RESIDENTIAL, AND 10 NON-RESIDENTIAL
/OPEN SPACE LOTS)
AUGUST 2016

harvest
Gathering. Growing. Living.

DEVELOPER / OWNER:
HARVEST PHASE 3, LLC
VICTORY PARK
3090 OLIVE STREET, SUITE 300
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
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

HARVEST PHASE 3B
JONES|CARTER PLANO, TEXAS

P:\PROJECTS\D160 Harvest\0022-00 Harvest Phase 3B\Survey\Project Master Files\HARVEST PHASE 3B.dwg

CURVE TABLE

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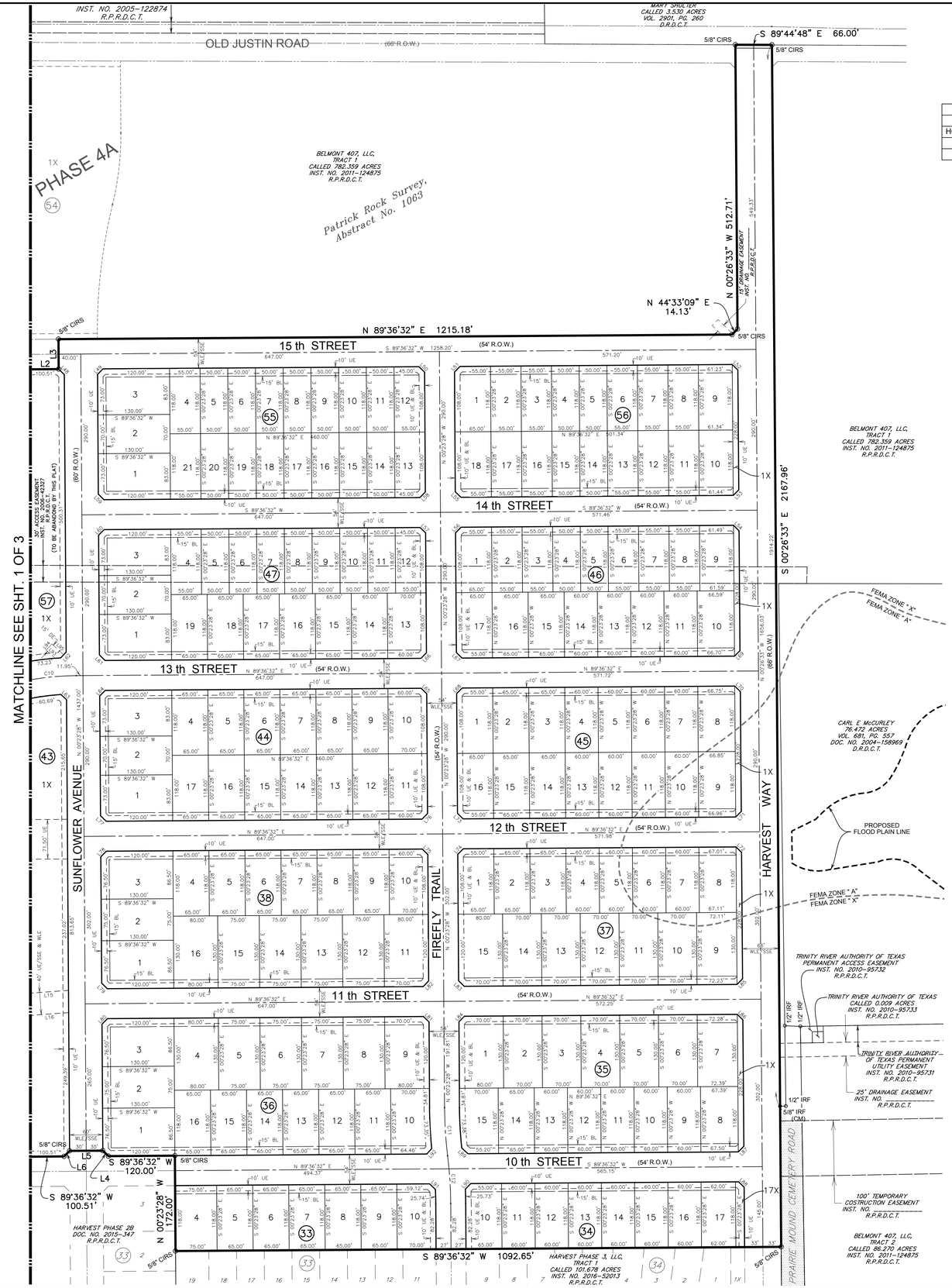
L37	N 45°23'28" W	14.14'
L38	N 44°36'32" E	14.14'
L39	S 45°23'28" E	14.14'
L40	N 41°37'52" E	14.86'
L41	N 48°47'28" W	13.28'
L42	S 44°36'32" W	14.14'
L43	S 45°23'28" E	14.14'
L44	N 44°36'32" E	14.14'
L45	S 45°23'28" E	14.14'
L46	S 44°36'32" W	14.14'
L47	N 45°23'28" W	14.14'
L48	S 45°23'28" E	14.14'
L49	N 44°36'32" E	14.14'
L50	S 45°23'28" E	14.14'
L51	N 44°36'32" E	14.14'
L52	S 45°25'01" E	14.15'
L53	S 44°34'59" W	14.14'
L54	S 45°25'01" E	14.15'
L55	N 45°23'28" W	14.14'
L56	N 44°36'32" E	14.14'
L57	S 45°23'28" E	14.14'
L58	S 44°36'32" W	14.14'
L59	N 45°22'24" W	14.14'
L60	N 44°36'32" E	14.14'

LINE	BEARING	DISTANCE
L61	N 45°23'28" W	14.14'
L62	S 43°22'11" W	14.44'
L63	S 46°48'19" E	13.79'
L64	N 44°36'32" E	14.14'
L65	S 45°23'29" E	14.14'
L66	S 44°36'32" W	14.14'
L67	N 45°23'28" W	14.14'
L68	N 44°36'32" E	14.14'
L69	S 44°34'59" W	14.14'
L70	S 45°25'01" E	14.15'
L71	S 44°34'59" W	14.14'
L72	S 45°25'01" E	14.15'
L73	N 45°23'28" W	14.14'
L74	N 44°36'32" E	14.14'
L75	S 45°23'30" E	14.14'
L76	S 44°36'32" W	14.14'
L77	N 45°23'28" W	14.14'
L78	N 44°36'32" E	14.14'
L79	N 45°23'28" W	14.14'
L80	N 44°36'32" E	14.14'
L81	S 45°23'28" E	14.14'
L82	S 44°36'32" W	14.14'
L83	S 45°23'28" E	14.14'
L84	N 44°36'32" E	14.14'
L85	S 44°34'59" W	14.14'
L86	S 45°25'01" E	14.15'
L87	S 44°34'59" W	14.14'
L88	S 45°25'05" E	14.15'
L89	N 48°29'48" W	14.89'
L90	N 43°28'32" E	13.86'
L91	S 46°36'32" E	14.44'
L92	S 41°43'12" W	13.41'
L93	S 47°43'17" E	21.85'
L94	S 42°16'43" W	15.00'
L95	N 47°43'17" W	28.89'
L96	N 59°36'32" E	23.64'
L97	S 30°23'28" E	15.00'
L98	S 59°36'32" W	32.30'
L99	S 89°24'15" W	32.93'
L100	N 00°35'56" W	15.00'
L101	N 89°24'04" E	27.70'

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" IRON ROD WITH CAP STAMPED "JONES CARTER" SET
BL	BUILDING LINE
UE	UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
WLE	WATERLINE EASEMENT
NR	NON-RADIAL LOT LINE
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
FME	FENCE MAINTENANCE EASEMENT
VAM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
⟨ ⟩	DENOTES CHANGE IN STREET NAME
(1)	BLOCK NUMBER
FME	FENCE MAINTENANCE EASEMENT



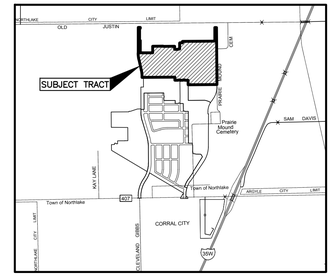
RESIDENTIAL LOTS	
50' LOTS =	100
60' LOTS =	178
70' LOTS =	53
TOTAL =	331

LAND USE TABLE

LAND USE	ACREAGE	LOTS
RESIDENTIAL	57.76	331
HOA/OPEN SPACE	6.19	10
STREET - ROW	27.72	-
TOTAL	91.67	341

0' 50' 100' 200'

SCALE: 1"=100'



VICINITY MAP
N.T.S.

GENERAL NOTES:

1. Basis of 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 designated with an "X" with the lot number, all "X" lots are open space lots except for Lot 2X, Block 49, which is a gas well site.
4. 5' side and rear yard setbacks required on all residential lots unless otherwise noted.
5. All common areas 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.
6. All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
7. No Direct Residential Driveway Access to Cleveland-Gibbs Road or Harvest Way is Allowed.
8. All Lots Shown on this Plat are within Zone 3 as Identified in the Harvest Development Agreement dated 9-27-2012. All Setbacks shall conform with the Zone 3 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.
9. No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
10. All floodplain information on this plat is for graphical depiction only, as scaled off of FIRM Panel No. 48121C0505G, Revised April 18, 2011 for Denton County, Texas. Portions of the property are within Zone A, areas subject to flooding by the 1% annual chance flood with no flood elevations determined, and Unshaded Zone X, areas determined to be outside of the 0.2% annual chance floodplain.

FINAL PLAT
OF
HARVEST PHASE 3B

LOTS 14-31 & 31X, BLOCK 27; LOTS 10-23, BLOCK 28;
LOTS 4-10, BLOCK 33; LOTS 10-17 & 17X, BLOCK 34;
LOTS 1X & 1-15, BLOCK 35; LOTS 1-16, BLOCK 36;
LOTS 1X &1-15, BLOCK 37; LOTS 1-16, BLOCK 38;
LOTS 1-23, BLOCK 39; LOTS 1-12, BLOCK 40;
LOTS 1-18, BLOCK 41; LOTS 1-17, BLOCK 42;
LOT 1X, BLOCK 43; LOTS 1-17 BLOCK 44;
LOTS 1X & 1-16, BLOCK 45; LOTS 1X & 1-17, BLOCK 46;
LOTS 1-19, BLOCK 47; LOTS 1-17, BLOCK 48;
LOTS 1X, & 1-20, BLOCK 49; LOTS 1-7, BLOCK 53;
LOTS 1-21, BLOCK 55; LOTS 1X & 1-18, BLOCK 56;
AND LOT 1X, BLOCK 57;
BEING 91.668 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
341 LOTS BY USE
(331 RESIDENTIAL, AND 10 NON-RESIDENTIAL
/OPEN SPACE LOTS)
AUGUST 2016

harvest
Gathering. Growing. Living.

DEVELOPER / OWNER:
HARVEST PHASE 3, LLC
VICTORY PARK
3090 OLIVE STREET, SUITE 300
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
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

JONES|CARTER PLANO, TEXAS

HARVEST PHASE 3B

P:\PROJECTS\D160 Harvest\0022-00 Harvest Phase 3B\Survey\Project Master Files\HARVEST PHASE 3B.dwg

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Harvest Phase 3, LLC., is the owner of a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a part of Tract No. 1, a called 101.678 acre tract of land, all of Tract No. 2, a called 1.452 acre tract and all of Tract No. 3, a called 2.966 acre tract of land described in deed to Harvest Phase 3, LLC, recorded in Instrument No. 2016-52013 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), also being a part of Tract 1 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:

COMMENCING at a 5/8" iron rod with cap stamped "Jones Carter" found at the northwest corner of Harvest Phase 2A, recorded in Instrument No. 2015-178, R.P.R.D.C.T., also the west line of Cleveland-Gibbs Road (100' R.O.W.) of said Harvest Phase 2A;

THENCE North 89 Degrees 35 Minutes 19 Seconds East, along the north line of said Harvest Phase 2A, a distance of 50.00 feet to the southwest corner of said Tract 3 and the **POINT OF BEGINNING** of the hereon described tract;

THENCE along the west line of said Tract 3 (2.966 acre tract), the following courses:

North 00 Degrees 24 Minutes 41 Seconds West, departing the west line of said Cleveland-Gibbs Road, a distance of 38.23 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a tangent curve to the left;

Northwesterly, along said tangent curve to the left 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 North 06 Degrees 39 Minutes 08 Seconds West, 234.82 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 12 Degrees 53 Minutes 36 Seconds West, 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;

Northwesterly, along said tangent curve to the right 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 North 06 Degrees 23 Minutes 30 Seconds West, 244.59 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 06 Minutes 36 Seconds East, passing at a distance of 14.07 feet the common line between said Tract 1 and said Tract 2 and the northeast corner of said Tract 3 and the southwest corner of said tract 1, and continuing 976.23 feet to the northwest corner of said Tract 1, and continuing for a total distance of 988.37 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 89 Degrees 50 Minutes 30 Seconds East, a distance of 74.95 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at a northeast corner of said Tract No. 1;

THENCE South 00 Degrees 03 Minutes 00 Seconds West, a distance of 33.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 45 Degrees 07 Minutes 11 Seconds West, a distance of 35.33 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 00 Degrees 06 Minutes 36 Seconds West, passing a northwest corner of a called 3.000 acre tract of land described in deed to Denton County Emergency Service District #1, recorded in Instrument No. 2016-19693, R.P.R.D.C.T., a distance of 449.58 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner in the common line between said Tract 1 and said Tract 2;

THENCE South 89 Degrees 53 Minutes 24 Seconds East, along the south line of said 3.000 acre tract, a distance of 30.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

THENCE South 00 Degrees 06 Minutes 36 Seconds West, along the east line of said Tract 1, a distance of 466.70;

THENCE South 89 Degrees 52 Minutes 50 Seconds East, at a distance of 129.44 feet passing a 1/2" iron rod found and continuing along said common line for a total distance of 466.70 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE along the northerly line said Tract 1, the following courses:

North 00 Degrees 06 Minutes 36 Seconds East, a distance of 250.05 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 393.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 06 Minutes 36 Seconds East, a distance of 250.05 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 393.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 6.00 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 440.16 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 118.00 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 120.00 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 60.00 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 228.00 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 100.51 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 1215.18 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 44 Degrees 33 Minutes 09 Seconds East, a distance of 14.13 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 26 Minutes 33 Seconds West, at a distance of 512.71 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 44 Minutes 48 Seconds East, a distance of 66.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 26 Minutes 33 Seconds East, at a distance of 1914.22 feet passing a 5/8" iron rod found, and continuing for total distance of 2167.96 feet to a 5/8" iron rod with cap stamped "Jones Carter" set;

THENCE South 89 Degrees 36 Minutes 32 Seconds West, across said Tract 1, a distance of 1092.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the east line of the Final Plat of Harvest Phase 2B as recorded in Instrument No. 2015-347, R.P.R.D.C.T.;

THENCE along the north and east line of said Harvest Phase 2B, the following courses:

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 172.00 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 120.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 22 Minutes 24 Seconds West, a distance of 14.14 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 60.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 36 Minutes 32 Seconds West, a distance of 14.14 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 100.51 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the northwest corner of said Harvest Phase 2B and the northeast corner of the Final Plat of Harvest Phase 2A, as recorded in Instrument No. 2015-178, R.P.R.D.C.T.;

THENCE along the north line of said Harvest Phase 2A, the following courses:

North 45 Degrees 23 Minutes 28 Seconds West, a distance of 14.14 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 60.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 36 Minutes 32 Seconds West, a distance of 14.14 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 120.00 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 118.00 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 1191.90 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the east line of Cleveland-Gibbs Road;

South 89 Degrees 35 Minutes 19 Seconds West, a distance of 50.00 feet to the **POINT OF BEGINNING** and containing 3,993,077 square feet or 91.668 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:
That Harvset Phase 3, LLC., by and through its duly authorized officers, does hereby accept this plat designating the herein described tract as Harvest Phase 3B, an addition to Denton County, Texas and do hereby dedicate to the public use forever, the streets and easements created by this plat.

Harvset Phase 3, 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 Harvest Phase 3, 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 :_____

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 Harvest Phase 3B, an addition to Denton County, Texas and do hereby dedicate to the public use forever, the streets and easements created by this plat.

Belmont 407, LLC,
A Delaware 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 Delaware 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 :_____

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.

PRELIMINARY
FOR REVIEW ONLY.
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Signature: _____

Date: _____

STATE OF TEXAS
REGISTERED
EDUARDO MARTINEZ
5274
PROFESSIONAL
LAND SURVEYOR

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

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

FINAL PLAT
OF
HARVEST PHASE 3B

LOTS 14-31 & 31X, BLOCK 27; LOTS 10-23, BLOCK 28;
LOTS 4-10, BLOCK 33; LOTS 10-17 & 17X, BLOCK 34;
LOTS 1X & 1-15, BLOCK 35; LOTS 1-16, BLOCK 36;
LOTS 1X &1-15, BLOCK 37; LOTS 1-16, BLOCK 38;
LOTS 1-23, BLOCK 39; LOTS 1-12, BLOCK 40;
LOTS 1-18, BLOCK 41; LOTS 1-17, BLOCK 42;
LOT 1X, BLOCK 43; LOTS 1-17 BLOCK 44;
LOTS 1X & 1-16, BLOCK 45; LOTS 1X & 1-17, BLOCK 46;
LOTS 1-19, BLOCK 47; LOTS 1-17, BLOCK 48;
LOTS 1X, & 1-20, BLOCK 49; LOTS 1-7, BLOCK 53;
LOTS 1-21, BLOCK 55; LOTS 1X & 1-18, BLOCK 56;
AND LOT 1X, BLOCK 57;
BEING 91.668 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
341 LOTS BY USE
(331 RESIDENTIAL, AND 10 NON-RESIDENTIAL
/OPEN SPACE LOTS)
AUGUST 2016

harvest
Gathering. Growing. Living.

DEVELOPER / OWNER:
HARVEST PHASE 3, LLC
VICTORY PARK
3090 OLIVE STREET, SUITE 300
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
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

HARVEST PHASE 3B

JONES|CARTER
PLANO, TEXAS

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: September 8, 2016

Re: Final Plat and Site Plan of Canyon Falls Westside Amenity Center

---

Purpose: Consider approval of a site plan of Canyon Falls Westside Amenity Center, a proposed community amenity center to include a swimming pool, trail extension, and related facilities on a 7.138-acre tract of land out of the M.E.P. & P.R.R. Survey, Abstract No. 913, and the W. Love Survey, Abstract No. 728, located on the north side of Westbridge Drive between Glendale Drive and Meridian Drive, and zoned Mixed-Use Planned Development (MPD). Also for consideration along with the site plan is the final plat for the site, Lots 1 & 2X, Block RR, Canyon Falls Westside Amenity Center.

Owner/Applicant: Nash Canyon Falls, LLC

Surveyor/Engineer: J. Volk Consulting, Inc.

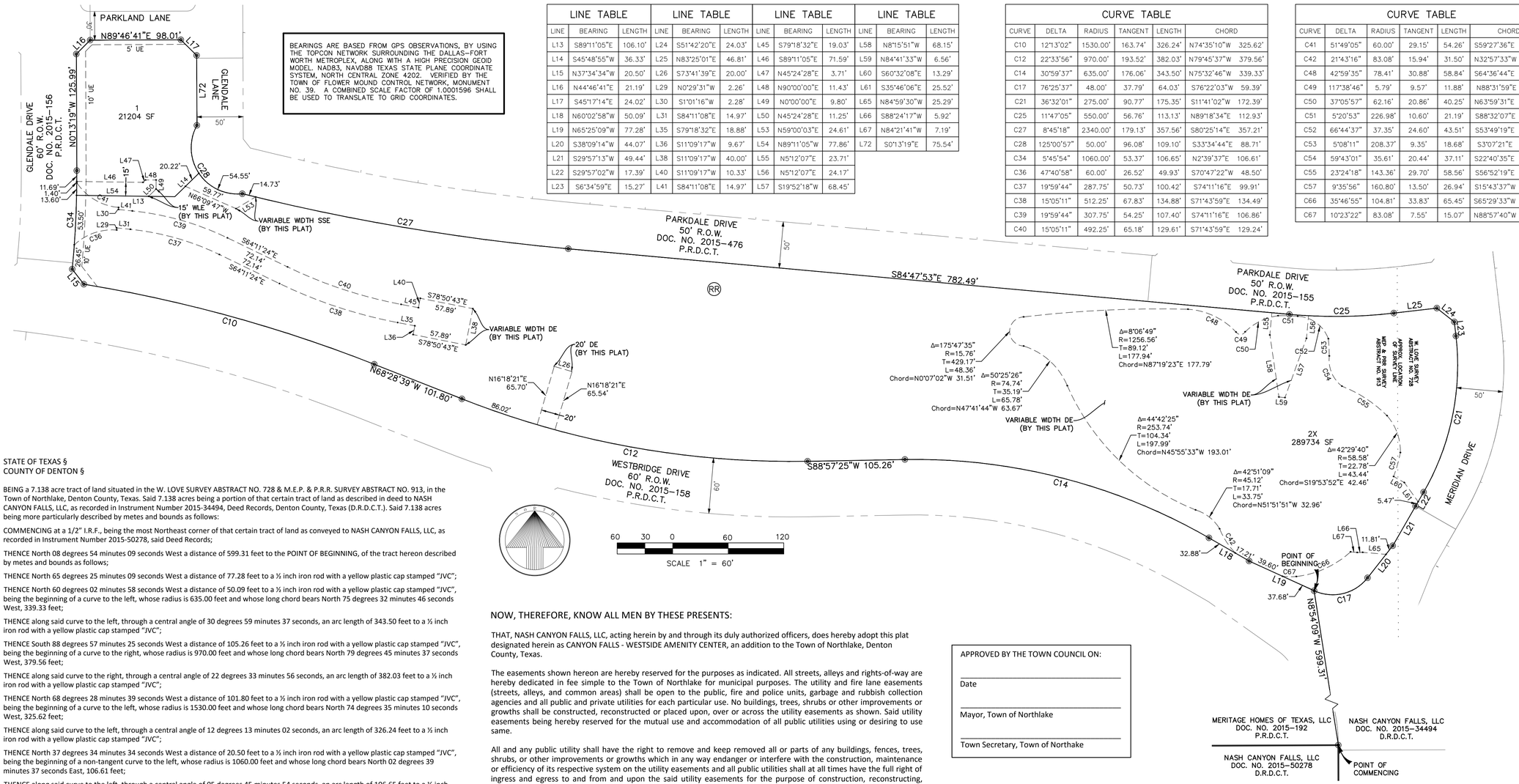
Background: This is a companion item to the Canyon Falls Dog Park final plat and site plan that follows the Westside Amenity Center items on the Town Council meeting agenda, both of which include planned parks, trails, and HOA amenities within Canyon Falls. The Westside Amenity Center is the primary satellite amenity center and swimming pool to serve the west side of Canyon Falls which is primarily within the Town of Northlake. The area encompassed by this plat was preliminary platted with the overall Canyon Falls development. The property is zoned Mixed-Use Planned Development (MPD) as part of the Canyon Falls MPD which designates this site for open space and amenity center use.

Staff Analysis: The applicant has provided a final plat and site plan application in accordance with the requirements of the Unified Development Code (UDC) and the MPD. The final plat is comprised of two lots, an amenity lot proposed for the development of swimming pool complex and an open space lot which also includes drainage infrastructure for the development. The open space lot will be landscaped and include a pond and trail extension along Westbridge Drive. Construction plans for water, sewer, streets and storm drainage are under review with minor comments remaining to be addressed.

Landscape plans and elevations for the proposed pool building were submitted as part of the site plan package. The proposed landscaping and building elevations appear to meet all requirements of the MPD. All elements of the site plan appear to meet applicable requirements except for parking for the swimming pool. The MPD does not specify a parking requirement for public swimming pool facilities or similar amenities. The UDC requires 1 space per 150 square feet of gross water surface and deck

area for public pool facilities, so 12 spaces are required for the size pool facility proposed. The site plan provides 8 parking spaces off of Glendale Drive and proposes that Parkdale Lane, which is single-loaded with houses on only one side, be used for additional parking which can easily accommodate the additional for parking spaces necessary to meet the requirement. Staff has no objection to this proposed parking solution as parking is allowed on such streets which are designed for parking and the central location of the amenity center reduces the need for most residents to drive and park at the amenity center.

Staff Findings: The final plat and site plan are consistent with the approved preliminary plat and construction plans and appears to meet all applicable zoning and development requirements. Staff finds the final plat and site plan acceptable for approval contingent upon final approval of the public infrastructure construction plans.

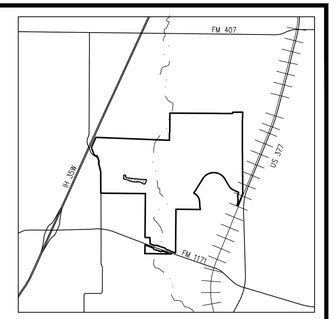


BEARINGS ARE BASED FROM GPS OBSERVATIONS, BY USING THE TOPCON NETWORK SURROUNDING THE DALLAS–FORT WORTH METROPLEX, ALONG WITH A HIGH PRECISION GEOID MODEL. NAD83, NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202. VERIFIED BY THE TOWN OF FLOWER MOUND CONTROL NETWORK, MONUMENT NO. 39. A COMBINED SCALE FACTOR OF 1.0001596 SHALL BE USED TO TRANSLATE TO GRID COORDINATES.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L13	S89°11'05"E	106.10'	L24	S51°42'20"E	24.03'	L45	S79°18'32"E	19.03'	L58	N8°15'51"W	68.15'
L14	S45°48'55"W	36.33'	L25	N83°25'01"E	46.81'	L46	S89°11'05"E	71.59'	L59	N84°41'33"W	6.56'
L15	N37°34'34"W	20.50'	L26	S73°41'39"E	20.00'	L47	N45°24'28"E	3.71'	L60	S60°32'08"E	13.29'
L16	N44°46'41"E	21.19'	L29	N0°29'31"W	2.26'	L48	N90°00'00"E	11.43'	L61	S35°46'06"E	25.52'
L17	S45°17'14"E	24.02'	L30	S1°01'16"W	2.28'	L49	N0°00'00"E	9.80'	L65	N84°59'30"W	25.29'
L18	N60°02'58"W	50.09'	L31	S84°11'08"E	14.97'	L50	N45°24'28"E	11.25'	L66	S88°24'17"W	5.92'
L19	N65°25'09"W	77.28'	L35	S79°18'32"E	18.88'	L53	N59°00'03"E	24.61'	L67	N84°21'41"W	7.19'
L20	S38°09'14"W	44.07'	L36	S11°09'17"W	9.67'	L54	N89°11'05"W	77.86'	L72	S0°13'19"E	75.54'
L21	S29°57'13"W	49.44'	L38	S11°09'17"W	40.00'	L55	N5°12'07"E	23.71'			
L22	S29°57'02"W	17.39'	L40	S11°09'17"W	10.33'	L56	N5°12'07"E	24.17'			
L23	S6°34'59"E	15.27'	L41	S84°11'08"E	14.97'	L57	S19°52'18"W	68.45'			

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C10	12°13'02"	1530.00'	163.74'	326.24'	N74°35'10"W 325.62'
C12	22°33'56"	970.00'	193.52'	382.03'	N79°45'37"W 379.56'
C14	30°59'37"	635.00'	176.06'	343.50'	N75°32'46"W 339.33'
C17	76°25'37"	48.00'	37.79'	64.03'	S76°22'03"W 59.39'
C21	36°32'01"	275.00'	90.77'	175.35'	S11°41'02"W 172.39'
C25	11°47'05"	550.00'	56.76'	113.13'	N89°18'34"E 112.93'
C27	8°45'18"	2340.00'	179.13'	357.56'	S80°25'14"E 357.21'
C28	125°00'57"	50.00'	96.08'	109.10'	S33°34'44"E 88.71'
C34	5°45'54"	1060.00'	53.37'	106.65'	N2°39'37"E 106.61'
C36	47°40'58"	60.00'	26.52'	49.93'	S70°47'22"W 48.50'
C37	19°59'44"	287.75'	50.73'	100.42'	S74°11'16"E 99.91'
C38	15°05'11"	512.25'	67.83'	134.88'	S71°43'59"E 134.49'
C39	19°59'44"	307.75'	54.25'	107.40'	S74°11'16"E 106.86'
C40	15°05'11"	492.25'	65.18'	129.61'	S71°43'59"E 129.24'

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C41	51°49'05"	60.00'	29.15'	54.26'	S59°27'36"E 52.43'
C42	21°43'16"	83.08'	15.94'	31.50'	N32°57'33"W 31.31'
C48	42°59'35"	78.41'	30.88'	58.84'	S64°36'44"E 57.47'
C49	117°38'46"	5.79'	9.57'	11.88'	N88°31'59"E 9.90'
C50	37°05'57"	62.16'	20.86'	40.25'	N63°59'31"E 39.55'
C51	5°20'53"	226.98'	10.60'	21.19'	S88°32'07"E 21.18'
C52	66°44'37"	37.35'	24.60'	43.51'	S53°49'19"E 41.09'
C53	5°08'11"	208.37'	9.35'	18.68'	S3°07'21"E 18.67'
C54	59°43'01"	35.61'	20.44'	37.11'	S22°40'35"E 35.46'
C55	23°24'18"	143.36'	29.70'	58.56'	S56°52'19"E 58.16'
C57	9°35'56"	160.80'	13.50'	26.94'	S15°43'37"W 26.91'
C66	35°46'55"	104.81'	33.83'	65.45'	S65°29'33"W 64.39'
C67	10°23'22"	83.08'	7.55'	15.07'	N88°57'40"W 15.05'



VICINITY MAP
N.T.S.

LEGEND

⊙	1/2" IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
●	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
<CM>	CONTROL MONUMENT
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
UE	UTILITY EASEMENT
WLE	WATER LINE EASEMENT
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT

NOTES:

1. ALL PROPOSED LOTS SITUATED IN WHOLE OR IN PART WITHIN THE TOWN'S CORPORATE LIMITS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE GOVERNING ZONING DISTRICT.
2. ALL "X" LOTS & COMMON AREAS SHALL BE PEDESTRIAN AND BICYCLE ACCESS EASEMENTS.
3. ALL "X" LOTS & COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION
4. NO STRUCTURES SHALL BE PERMITTED TO BE CONSTRUCTED WITHIN ANY PUBLIC EASEMENTS SHOWN ON THIS PLAT; THE TOWN SHALL HAVE THE RIGHT TO REMOVE ANY STRUCTURE PLACED WITHIN A PUBLIC EASEMENT
5. ALL LOT CORNERS TO BE MONUMENTED WITH 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JVC" UNLESS OTHERWISE NOTED.
6. THE OWNER SHALL 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 ATTORNEY'S FEES FOR ANY NEGLIGENCE WHATSOEVER, ARISING OUT OF THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, CONDITION, OR USE OF THE "DETENTION FACILITY," INCLUDING ANY NON–PERFORMANCE OF THE FOREGOING, IN FORM AND SUBSTANCE AS REQUIRED BY THE UNIFORM DEVELOPMENT CODE

STATE OF TEXAS §
COUNTY OF DENTON §

BEING a 7.138 acre tract of land situated in the W. LOVE SURVEY ABSTRACT NO. 728 & M.E.P. & P.R.R. SURVEY ABSTRACT NO. 913, in the Town of Northlake, Denton County, Texas. Said 7.138 acres being a portion of that certain tract of land as described in deed to NASH CANYON FALLS, LLC, as recorded in Instrument Number 2015-34494, Deed Records, Denton County, Texas (D.R.D.C.T.). Said 7.138 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" I.R.F., being the most Northeast corner of that certain tract of land as conveyed to NASH CANYON FALLS, LLC, as recorded in Instrument Number 2015-50278, said Deed Records;

THENCE North 08 degrees 54 minutes 09 seconds West a distance of 599.31 feet to the POINT OF BEGINNING, of the tract hereon described by metes and bounds as follows;

THENCE North 65 degrees 25 minutes 09 seconds West a distance of 77.28 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 60 degrees 02 minutes 58 seconds West a distance of 50.09 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a curve to the left, whose radius is 635.00 feet and whose long chord bears North 75 degrees 32 minutes 46 seconds West, 339.33 feet;

THENCE along said curve to the left, through a central angle of 30 degrees 59 minutes 37 seconds, an arc length of 343.50 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 88 degrees 57 minutes 25 seconds West a distance of 105.26 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a curve to the right, whose radius is 970.00 feet and whose long chord bears North 79 degrees 45 minutes 37 seconds West, 379.56 feet;

THENCE along said curve to the right, through a central angle of 22 degrees 33 minutes 56 seconds, an arc length of 382.03 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 68 degrees 28 minutes 39 seconds West a distance of 101.80 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a curve to the left, whose radius is 1530.00 feet and whose long chord bears North 74 degrees 35 minutes 10 seconds West, 325.62 feet;

THENCE along said curve to the left, through a central angle of 12 degrees 13 minutes 02 seconds, an arc length of 326.24 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 37 degrees 34 minutes 34 seconds West a distance of 20.50 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a non-tangent curve to the left, whose radius is 1060.00 feet and whose long chord bears North 02 degrees 39 minutes 37 seconds East, 106.61 feet;

THENCE along said curve to the left, through a central angle of 05 degrees 45 minutes 54 seconds, an arc length of 106.65 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 00 degrees 13 minutes 19 seconds West a distance of 125.99 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 44 degrees 46 minutes 41 seconds East a distance of 21.19 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 89 degrees 46 minutes 41 seconds East a distance of 98.01 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 45 degrees 17 minutes 14 seconds East a distance of 24.02 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 00 degrees 13 minutes 19 seconds East a distance of 75.54 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a non-tangent curve to the left, whose radius is 50.00 feet and whose long chord bears South 33 degrees 34 minutes 44 seconds East, 88.71 feet;

THENCE along said curve to the left, through a central angle of 125 degrees 00 minutes 57 seconds, an arc length of 109.10 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a non-tangent curve to the left, whose radius is 2340.00 feet and whose long chord bears South 80 degrees 25 minutes 14 seconds East, 357.21 feet;

THENCE along said curve to the left, through a central angle of 08 degrees 45 minutes 18 seconds, an arc length of 357.56 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 84 degrees 47 minutes 53 seconds East a distance of 782.49 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a curve to the left, whose radius is 550.00 feet and whose long chord bears North 89 degrees 18 minutes 34 seconds East, 112.93 feet;

THENCE along said curve to the left, through a central angle of 11 degrees 47 minutes 05 seconds, an arc length of 113.13 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 83 degrees 25 minutes 01 seconds East a distance of 46.81 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 51 degrees 42 minutes 20 seconds East a distance of 24.03 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 06 degrees 34 minutes 59 seconds East a distance of 15.27 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a curve to the right, whose radius is 275.00 feet and whose long chord bears South 11 degrees 41 minutes 02 seconds West, 172.39 feet;

THENCE along said curve to the right, through a central angle of 36 degrees 32 minutes 01 seconds, an arc length of 175.35 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 29 degrees 57 minutes 02 seconds West a distance of 17.39 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 29 degrees 57 minutes 13 seconds West a distance of 49.44 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 38 degrees 09 minutes 14 seconds West a distance of 44.07 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a curve to the right, whose radius is 48.00 feet and whose long chord bears South 76 degrees 22 minutes 03 seconds West, 59.39 feet;

THENCE along said curve to the right, through a central angle of 76 degrees 25 minutes 37 seconds, an arc length of 64.03 feet to the POINT OF BEGINNING, and containing 7.138 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, NASH CANYON FALLS, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as CANYON FALLS - WESTSIDE AMENITY CENTER, an addition to the Town of Northlake, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys and rights-of-way are hereby dedicated in fee simple to the Town of Northlake for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Northlake.

BY: NASH CANYON FALLS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: NEWLAND REAL ESTATE GROUP, LLC
A DELAWARE LIMITED LIABILITY COMPANY
IT'S AGENT

BY: _____
BRIAN CRAMER, ASSISTANT VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared BRIAN CRAMER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2016.

_____
Notary Public in and for the State of Texas

NOTARY SEAL
(Ink Stamp Only)

My Commission Expires: _____

APPROVED BY THE TOWN COUNCIL ON:

_____
Date

_____
Mayor, Town of Northlake

_____
Town Secretary, Town of Northake

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I have prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were found or placed under my personal supervision in accordance with the platting rules and regulations of Town of Northlake, Denton County, Texas.

_____
RYAN S. REYNOLDS, R.P.L.S.
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan S. Reynolds, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2016.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

ENGINEER/SURVEYOR:
J. VOLK CONSULTING, INC.
830 CENTRAL PARKWAY EAST, SUITE 300
PLANO, TX 75074
972-201-3100
RYAN.REYNOLDS@JVOLKCONSULTING.COM
TBPLS FIRM NO. 10194033

OWNER:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PARKWAY
SUITE 300
HOUSTON, TX 77064
972-992-3159
BCRAMER@NEWLANDCO.COM

FINAL PLAT OF CANYON FALLS WESTSIDE AMENITY CENTER

LOTS 1 & 2X, BLOCK RR
BEING 7.138 ACRES LOCATED IN THE
M.E.P. & P.R.R. SURVEY - ABSTRACT NO. 913 &
W. LOVE SURVEY - ABSTRACT NO. 728
AN ADDITION IN THE TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS
CONTAINING 1 HOA AMENITY LOT &
1 HOA/OPEN SPACE LOT
ZONED MIXED-USE PLANNED
DEVELOPMENT (MPD)

Date: August 31, 2016

SHEET 1 OF 1

RECORDING INFORMATION

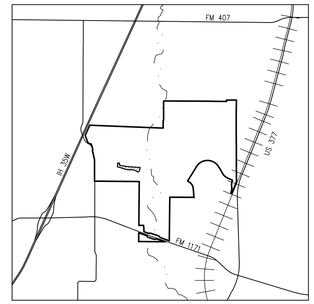
BENCH MARKS

BENCHMARKS
1) SQUARE CUT IN CONCRETE SET ON TOP OF SOUTHERLY MOST PILLAR OF ELECTRICAL TOWER NO. 82. ELEV. 651.75'
N:7076050.39 E:2362437.01

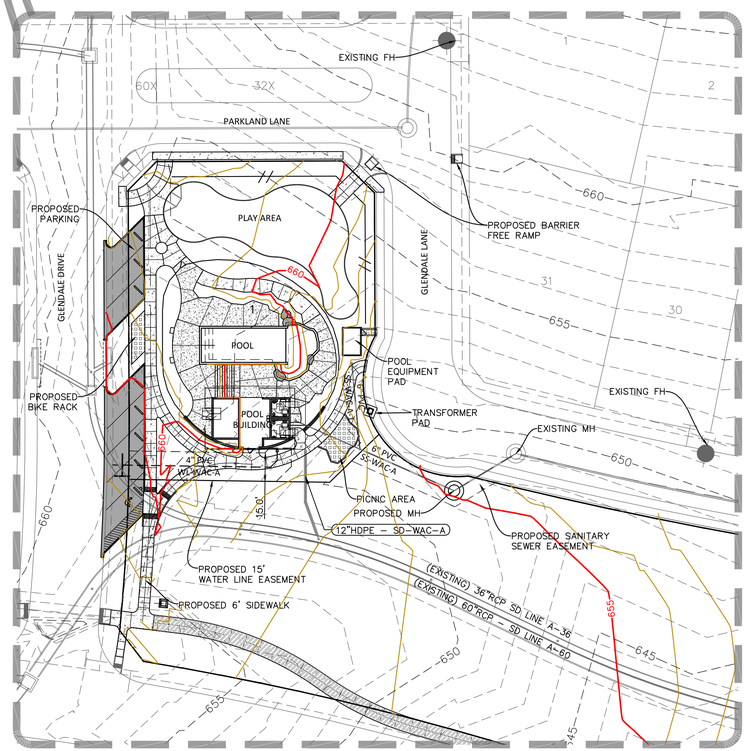
2) SQUARE CUT IN CONCRETE SET ON TOP OF SOUTHERLY MOST PILLAR OF ELECTRICAL TOWER NO. 83. ELEV. 641.77'
N:7075280.73 E:2363305.04

NOTES:
1. THE SIGNAGE AND LIGHTING DETAILS WILL BE PROVIDED AT THE TIME OF PERMITTING
2. PER THE APPROVED PD THERE ARE NO ESTABLISHED SETBACKS FOR THIS LOT.
3. REFER TO ARCHITECT PLANS FOR KNOX BOX & 911 EMERGENCY BOX LOCATIONS.
4. REFER TO FINAL PLAT FOR METES & BOUNDS DESCRIPTION.

PROPOSED USE:	AMENITY CENTER
LOT AREA :	± 310,937 S.F.
BUILDING AREA:	POOL BUILDING - ± 965 S.F.
BUILDING HEIGHT :	POOL BUILDING - 15'-10"
LOT COVERAGE :	0.31% OF TOTAL
AREA OF IMPERVIOUS SURFACE :	± 13,007 S.F.
PARKING PROVIDED :	8 SPACES TL (1 HANDICAPPED SPACES) ADDITIONAL PARKING AVAILABLE ON SINGLE LOADED STREET (PARKDALE DRIVE)
PARKING REQUIRED :	12 SPACES (1 HANDICAPPED SPACE) AT 1 SPACE PER 150 S.F. OF GROSS WATER SURFACE AND DECK AREA (POOL)
ZONING:	MPD - AMENITY CENTER/OPEN SPACE



VICINITY MAP
N.T.S.



40 20 0 40 80
SCALE 1" = 40'

60 30 0 60 120
SCALE 1" = 60'

LEGEND

- PROP DRIVE
- PROP SIDEWALK
- PROP PARKING STRIPES
- DECOMPOSED GRANITE
- PROP TRAIL OUTSIDE SCOPE OF PLAN – NOT IN CONTRACT
- PROP EDGE OF PAVING
- 632 EXISTING CONTOUR
- 632 PROPOSED CONTOUR
- PROPOSED FENCE

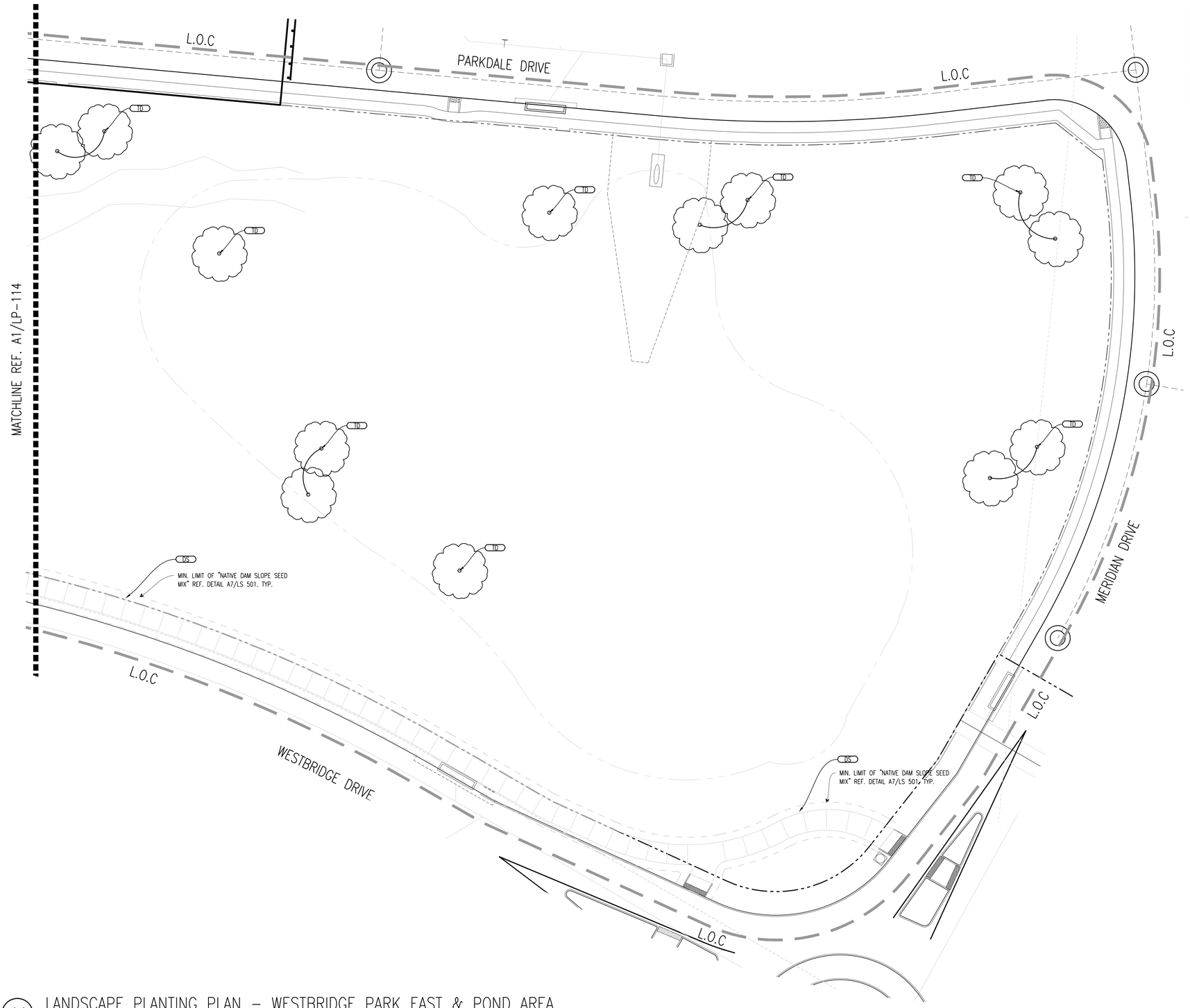
SITE PLAN
OF
CANYON FALLS WESTSIDE AMENITY CENTER
Lots 1 & 2X, Block RR, Canyon Falls
Westside Amenity Center
Town of Northlake, Denton County, Texas
7.138 Acres
Zoned Mixed-Use Planned Development (MPD)

SHEET 1 OF 1

ENGINEER/SURVEYOR:
J VOLK CONSULTING, INC.
830 CENTRAL PARKWAY EAST
SUITE 300
PLANO, TEXAS 75074
972-201-3100
RYAN.REYNOLDS@JVOLKCONSULTING.COM

OWNER/APPLICANT:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PARKWAY
SUITE 300
HOUSTON, TEXAS 77064
972-992-3159
BCRAMER@NEWLANDCO.COM

J. VOLK consulting
830 Central Parkway East, Suite 300 | Plano, Texas 75074
972.201.3100 (office) | 972.201.3099 (fax)
TBPE No. F-11962



GENERAL NOTES:
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
- ALL WALK AND TRAIL INTERSECTIONS TO HAVE MAXIMUM 2% SLOPE IN ANY DIRECTION
- REF. CIVIL FOR ALL BARRIER FREE RAMPS

IRRIGATION NOTE:
- CONTACT MARVIN PRESTRIDGE AT IRRI-TECH, LLC FOR IRRIGATION PRICING AND INSTALLATION

A1 LANDSCAPE PLANTING PLAN – WESTBRIDGE PARK EAST & POND AREA

SCALE: 1"=20'

0 10 20 40

TRUE NORTH

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
1717 PACIFIC AVENUE
DALLAS, TX 75201
T (214) 468-7600
F (214) 468-7601
www.callison.com

REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

August 2, 2016

CALLISON
AN ARCADIS COMPANY

CALLISON, LLC
www.callison.com

CANYON FALLS
TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas

PROJECT 004-150295.02

ISSUED / REVISED	DATE
ISSUE FOR CONTRACTOR REVIEW	07/26/2016
ISSUE FOR PERMIT	08/12/2016

LANDSCAPE PLANTING PLAN WESTBRIDGE PARK EAST & POND AREA

LP-113

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GENERAL NOTES:
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
- ALL WALK AND TRAIL INTERSECTIONS TO HAVE MAXIMUM 2% SLOPE IN ANY DIRECTION
- REF. CIVIL FOR ALL BARRIER FREE RAMPS

IRRIGATION NOTE:
- CONTACT MARVIN PRESTRIDGE AT IRRI-TECH, LLC FOR IRRIGATION PRICING AND INSTALLATION

KEY PLAN

A1 LANDSCAPE PLANTING PLAN – WESTBRIDGE PARK CENTRAL

SCALE: 1"=20'
0 10 20 40

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
1717 PACIFIC AVENUE
DALLAS, TX 75201
T (214) 468-7600
F (214) 468-7601
www.callison.com

REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS
August 2, 2016

CALLISON
AN ARCADIS COMPANY
CALLISON, LLC
www.callison.com

CANYON FALLS
TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas
PROJECT 004-150295.02

ISSUED / REVISED	DATE
ISSUE FOR CONTRACTOR REVIEW	07/26/2016
ISSUE FOR PERMIT	08/12/2016

LANDSCAPE MATERIALS PLAN
WESTBRIDGE PARK CENTRAL

LP-114

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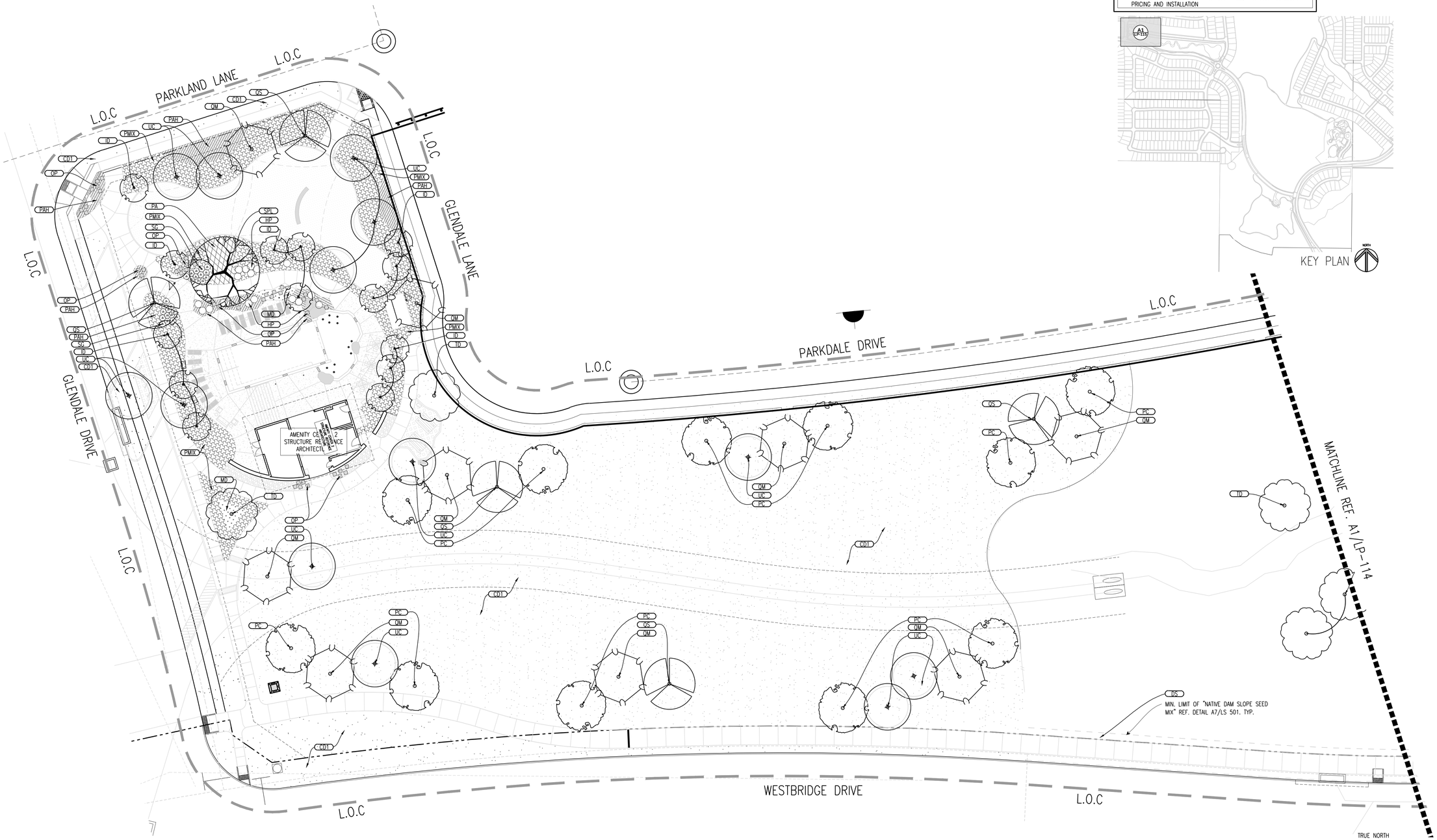

GENERAL NOTES:
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
- ALL WALK AND TRAIL INTERSECTIONS TO HAVE MAXIMUM 2% SLOPE IN ANY DIRECTION
- REF. CIVIL FOR ALL BARRIER FREE RAMPS

IRRIGATION NOTE:
- CONTACT MARVIN PRESTRIDGE AT IRRI-TECH, LLC FOR IRRIGATION PRICING AND INSTALLATION

A1 LANDSCAPE PLANTING PLAN – WESTBRIDGE PARK WEST & AMENITY CENTER 2

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX. 77064
T 713 575 9000
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LANDSCAPE ARCHITECT:
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REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

August 12, 2016

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CANYON FALLS
TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas
PROJECT 004-150295.02

ISSUED / REVISED	DATE
ISSUE FOR CONTRACTOR REVIEW	07/26/2016
ISSUE FOR PERMIT	08/12/2016

LANDSCAPE PLANTING PLAN WESTBRIDGE PARK WEST & AMENITY CENTER 2

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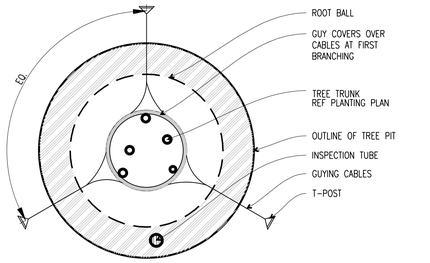
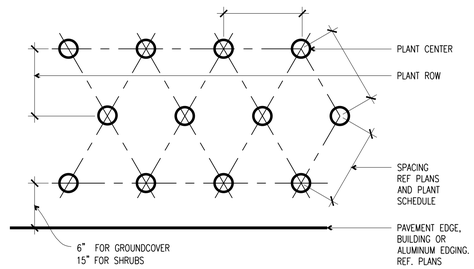


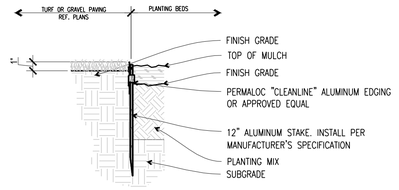
NOTE:
1. TIGHTEN CABLE ONLY ENOUGH TO KEEP GUY FROM SLIPPING. ALLOW FOR TRUNK MOVEMENT. GUY COVER SHALL BE LONG ENOUGH TO ACCOMMODATE 2 INCH OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
2. TUCK ANY LOOSE ENDS OF CABLE INTO THE GUY COVER SO THAT NO SHARP WIRE ENDS ARE EXPOSED.
3. REMOVE ALL STAKING AS SOON AS THE TREE HAS GROWN ROOTS SUFFICIENT TO OVERCOME THE TREE MOVEMENT AT THE ROOTS. STAKES SHALL BE REMOVED NO LATER THAN THE END OF THE FIRST GROWING SEASON AFTER PLANTING.

E1 ORNAMENTAL TREE STAKING PLAN
NOT TO SCALE



TYPICAL TRIANGULAR SPACING

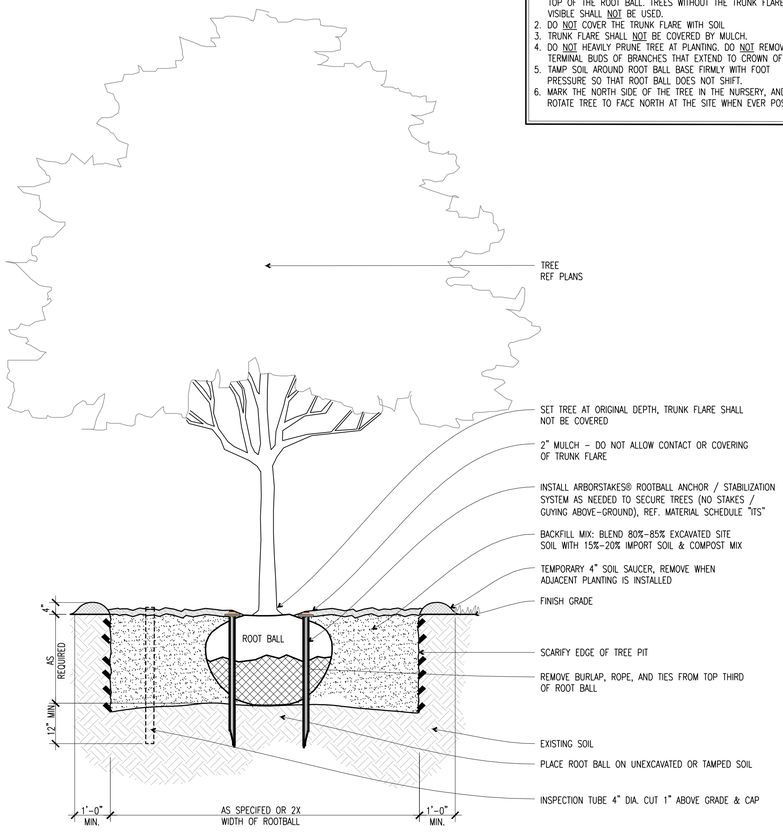
E5 PLANT SPACING DIAGRAM
NOT TO SCALE



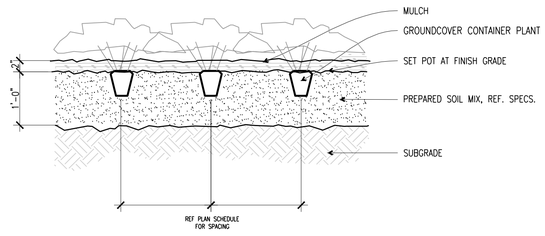
E8 METAL EDGING
NOT TO SCALE

NOTE:
1. EACH TREE MUST BE PLANTED WITH THE TRUNK FLARE VISIBLE AT TOP OF THE ROOT BALL. TREES WITHOUT THE TRUNK FLARE VISIBLE SHALL NOT BE USED.
2. DO NOT COVER THE TRUCK FLARE WITH SOIL.
3. TRUNK FLARE SHALL NOT BE COVERED BY MULCH.
4. DO NOT HEAVILY PRUNE TREE AT PLANTING. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO CROWN OF TREE
5. TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.

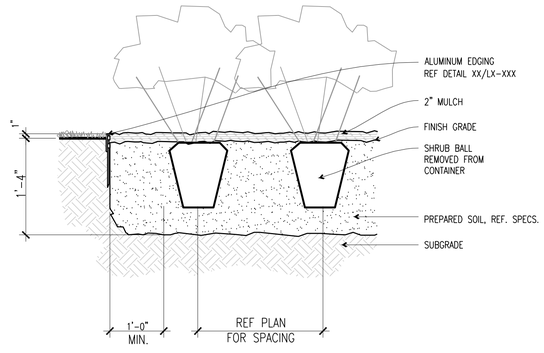
NOTE:
1. EACH TREE MUST BE PLANTED WITH THE TRUNK FLARE VISIBLE AT TOP OF THE ROOT BALL. TREES WITHOUT THE TRUNK FLARE VISIBLE SHALL NOT BE USED.
2. DO NOT COVER THE TRUNK FLARE WITH SOIL
3. TRUNK FLARE SHALL NOT BE COVERED BY MULCH.
4. DO NOT HEAVILY PRUNE TREE AT PLANTING. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO CROWN OF TREE
5. TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.
6. MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHEN EVER POSSIBLE



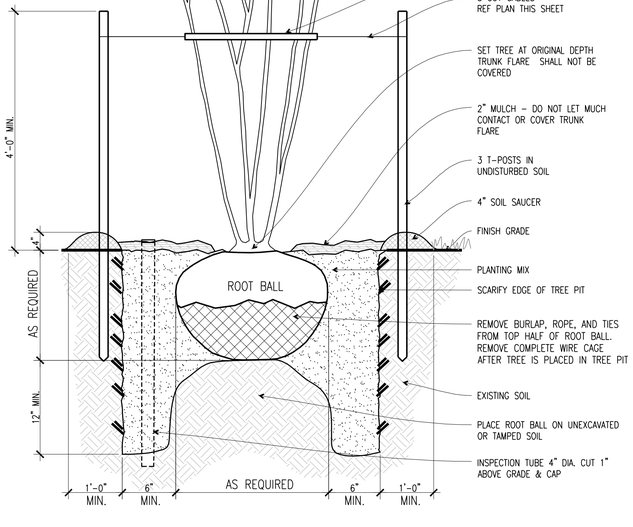
A1 SHADE TREE
NOT TO SCALE



C5 GROUNDCOVER PLANTING, TYP.
NOT TO SCALE



A5 SHRUB PLANTING, TYP.
NOT TO SCALE



A8 ORNAMENTAL TREE
NOT TO SCALE

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LANDSCAPE PLANTING DETAILS & NOTES

LP-501

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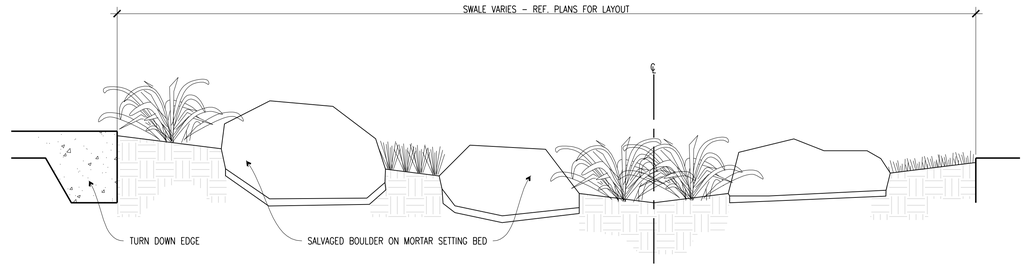

A6 BIOSWALE
1 1/2"=1'-0"

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STATE OF TEXAS

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TIRZ Phase 1 & Amenity Center 2
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LANDSCAPE PLANTING
DETAILS & NOTES

LP-502

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PLANTING SCHEDULE

LABEL	QUANTITY	BOTANICAL/COMMON NAME	CAL.	HT.	SPREAD	CONT.	REMARKS
TREES							
PC		PISTACIA CHINENSIS / CHINESE PISTACHE	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
QM		QUERCUS MACROCARPA / BUR OAK	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
QS		QUERCUS SHUMARDII / SHUMARD RED OAK	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
JV		JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	3.5"	10'-12'	5'-6"	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
UC		ULMUS CRASSIFOLIA / CEDAR ELM	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
SPL		SPECIMEN - QUERCUS VIRGINIANA / LIVE OAK	10"	N / A			FULL, MIX OF MULTI-TRUNK AND CENTRAL LEADER, LANDSCAPE ARCHITECT TO FIELD TAG
SPC		SPECIMEN - ULMUS CRASSIFOLIA / CEDAR ELM	10"	N / A			FULL, MIX OF MULTI-TRUNK AND CENTRAL LEADER, LANDSCAPE ARCHITECT TO FIELD TAG
TD		TAXODIUM DISTICHUM / BALD CYPRESS	3.5"	10'-12'	5'-6"	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
ORNAMENTAL TREES							
ID		ILEX DECIDUA / POSSUMHAW HOLLY	2"	8'-10'	5'-6'	B&B OR CONT.	MULTI-TRUNK
SHRUBS							
HP		HESPERALOE PARVIFLORA / RED YUCCA	N / A	N / A	N / A	3 GAL	36" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
OP		OPUNTIA ELLISIANA / SPINELESS PRICKLY PEAR	N / A	N / A	N / A	3 GAL	36" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
SG		SALVIA GREGGII / AUTUMN SAGE	N / A	N / A	N / A	3 GAL	36" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
YP		YUCCA PENDULA / SOFT LEAF YUCCA	N / A	N / A	N / A	3 GAL	36" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
PERENNIALS							
EA		ECHEVERIA 'AFTER GLOW'	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
FG		FESTUCA GLAUCA 'ELIJAH BLUE' / ELIJAH BLUE FESCUE	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
MD		MALVAVISCUS DRUMMONDI / TURK'S CAP	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
PA		PEROVSKIA ATRIPLICIFOLLIA / RUSSIAN SAGE	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
PERENNIAL MIX							
PMIX		ECHINACEA PURPUREA / PURPLE CONEFLOWER	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		LANTANA HORRIDA / TEXAS LANTANA	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS).TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		PAVONIA LASIOPETALA / ROCKROSE	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS).TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		SALVIA GREGGII / AUTUMN SAGE	N / A	N / A	N / A	1 GAL	30" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		SALVIA FARINACEA / MEALY CUP SAGE	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		SCUTELLARIA SUFFRUTESCENS / TEXAS SKULLCAP	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		VERBENA BIPINNATIFIDIA / PRARIE VERBENA	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
GRASSES / GROUNDCOVER							
CD		CAREX DIVULSA / BERKELY SEDGE	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
PAH		PENNISETUM ALOPECUROIDES/ HAMELN GRASS	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
SR		SEDUM REFLEXUM 'BLUE SPRUCE' / BLUE SPRUCE STONECROP	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
ST		SEDUM TETRACTINUM 'CORAL REEF' / CHINESE SEDUM	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
LAWN							
CD1		CYNODON DACTYLON / SOLID SOD BERMUDA TURFGRASS	N / A				SOD FULL COVERAGE OF LIMITS SHOW ON PLANS. REF. SPECIFICATIONS FOR INSTALLATION REQUIREMENTS
CD2		CYNODON DACTYLON 'COASTAL' / COASTAL BERMUDA TURFGRASS	N / A				
SEED MIX							
LB		SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM	N / A				HAND BROADCAST PER SPECIFICATIONS
WF		WILDFLOWER SEED MIX / "LADY BIRD'S LEGACY WILDFLOWER MIX"	N / A				HAND BROADCAST PER SPECIFICATIONS. WWW.SEEDSOURCE.COM
DS		NATIVE GRASS/ 'DAM SLOPE MIX' (MIX # 2808)	N / A				HAND BROADCAST PER SPECIFICATIONS. WWW.SEEDSOURCE.COM

PLANTING SCHEDULE

LABEL	QUANTITY	BOTANICAL/COMMON NAME	CAL.	HT.	SPREAD	CONT.	
BIOSWALE PERENNIAL MIX							
BPMIX		AQUILEGIA CANADENSIS / RED COLUMBINE	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		BOUTELOUA CURTIPENDULA / SIDEOATS GRAMA	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		COOPERIA DRUMMONDII / EVENING RAINLILY	N / A	N / A	N / A	1 GAL	6" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		ECHINACEA PURPUREA / PURPLE CONEFLOWER	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		GALLARDIA SUAVIS / PERFUMEBALLS	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS), TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		IPOMOPSIS RUBRA / STANDING CYPRESS	N / A	N / A	N / A	1 GAL	6" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		MALVAVISCUS ARBOREUS VAR. DRUMMONDII / WAX MALLOW	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		MELICA NITENS / THREEFLOWER MELICGRASS	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS), TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		MONARDA FISTULOSA / WILD BERGAMOT	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		PANICUM VIRGATUM / SWITCHGRASS	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		RUDBECKIA HIRTA / BLACKEYED SUSAN	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS), TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		SALVIA COCCINEA / BLOOD SAGE	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.

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LANDSCAPE PLANTING SCHEDULE

LP-601

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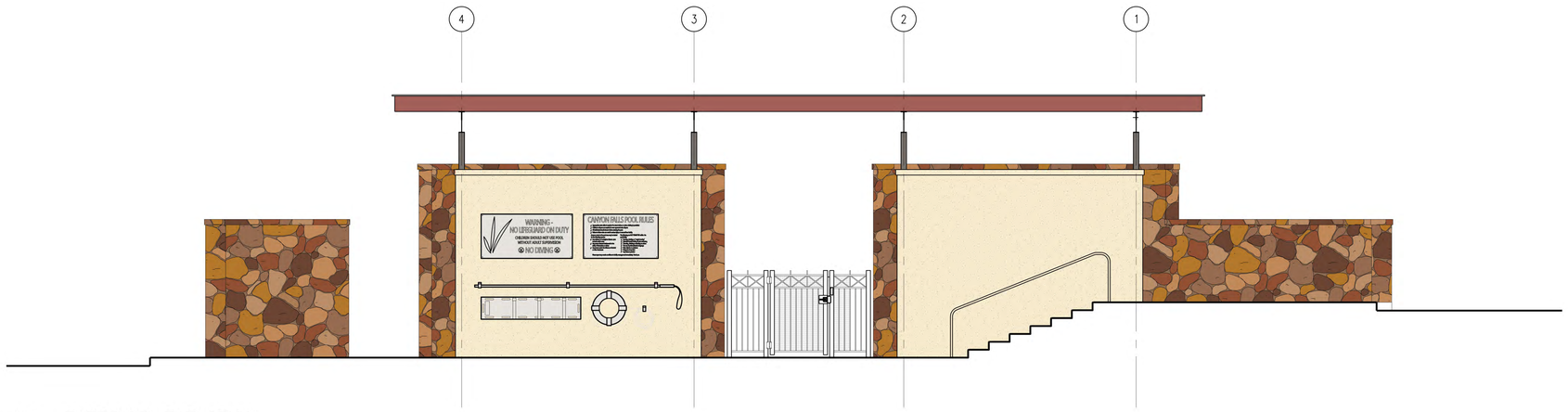
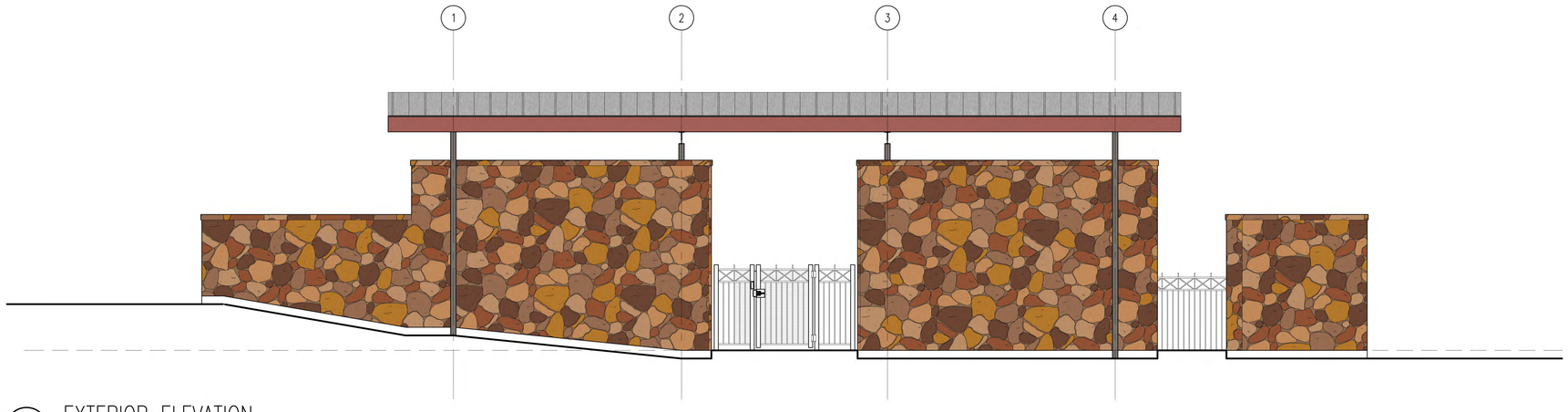
ELEVATION NOTES:



D1 EXTERIOR ELEVATION
1/4"=1'-0"



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AMENITY CENTER 2
Town of Northlake, Texas
PROJECT 004-150295.00

ISSUED / REVISED	DATE

WESTBRIDGE PARK POOL BUILDING
EXTERIOR ELEVATIONS

A-201

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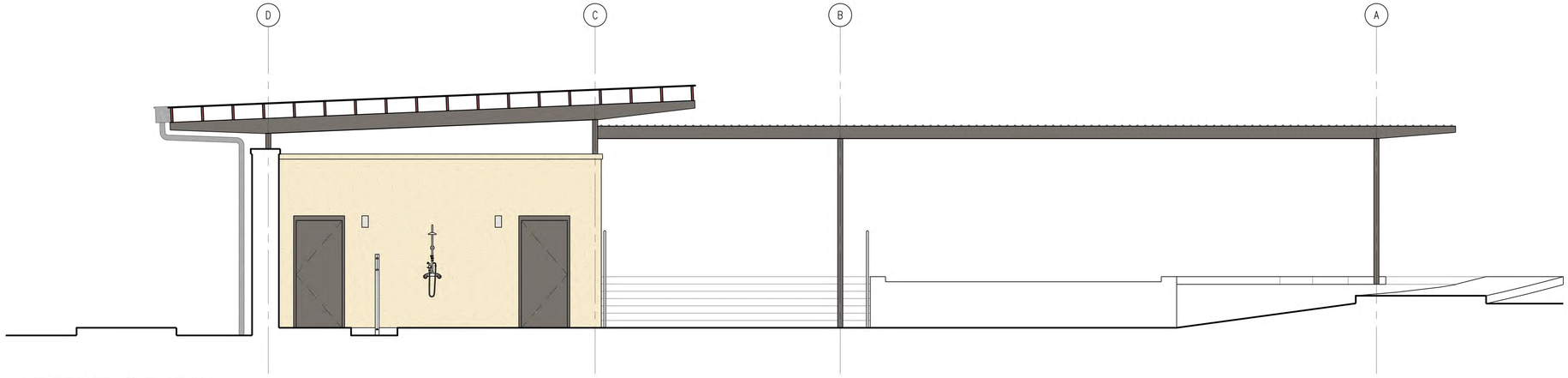

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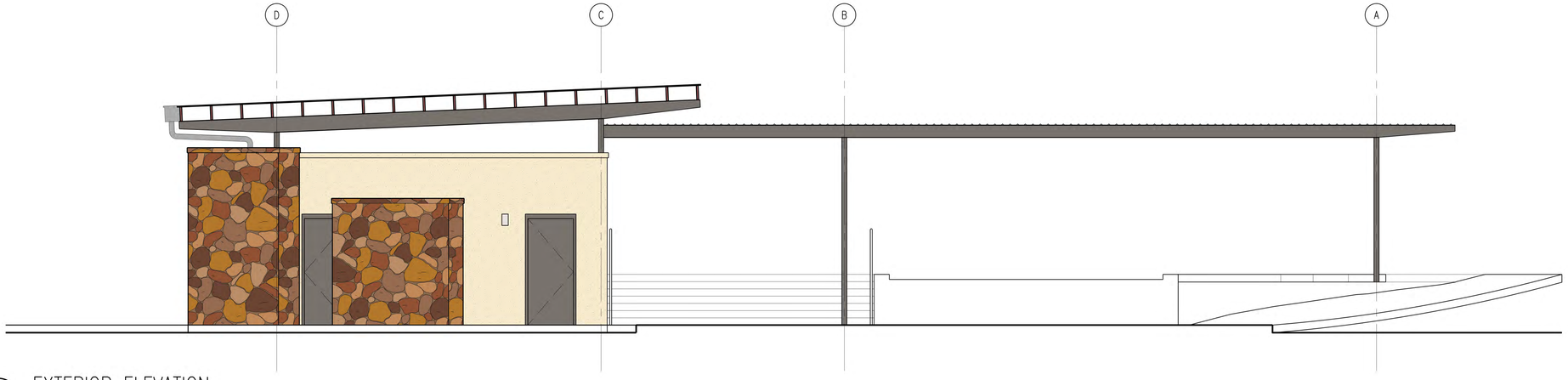
1/4"=1'-0"



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WESTBRIDGE PARK POOL BUILDING
EXTERIOR ELEVATIONS

A-202

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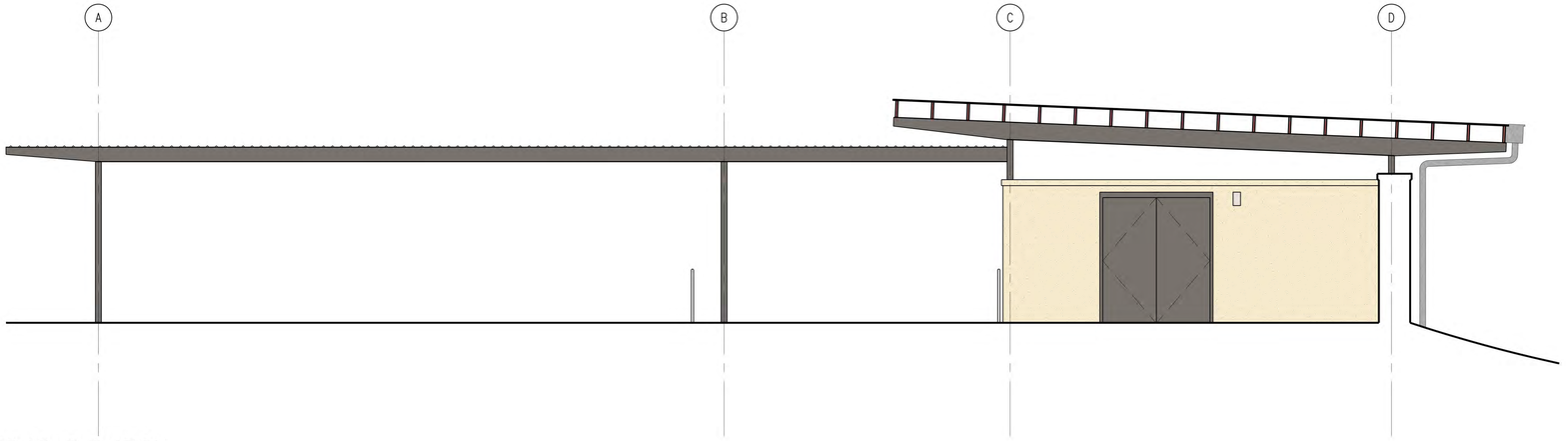

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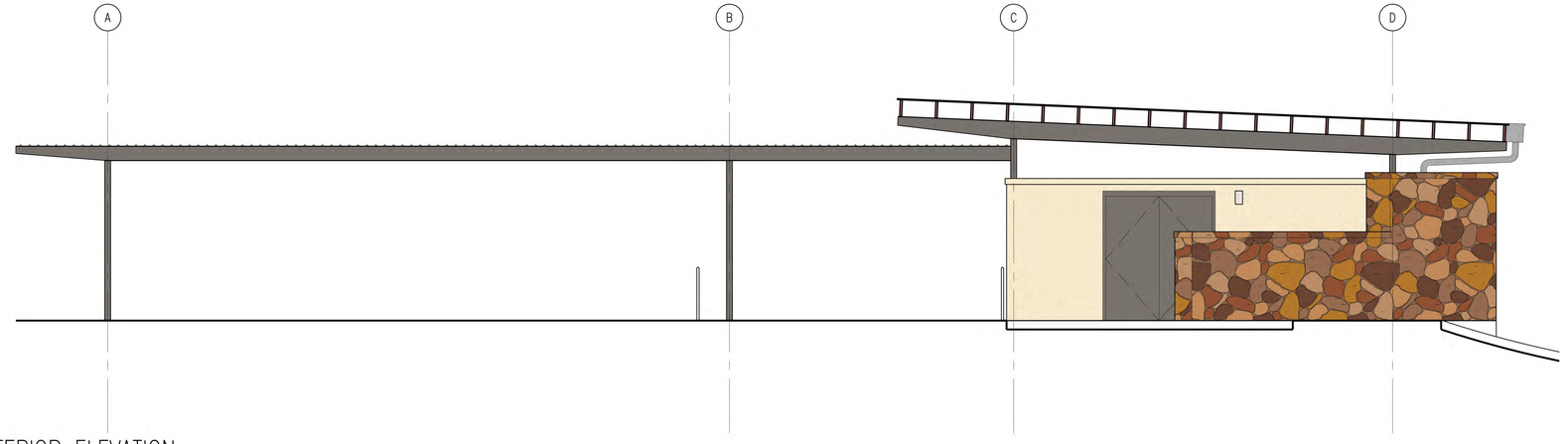
1/4"=1'-0"



A1 EXTERIOR ELEVATION
1/4"=1'-0"

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston
Pkwy. North, Suite 300
Houston, TX. 77064
T 713 575 9000
C 214 734 5924

ARCHITECT:
CALLISON, LLLC
1717 PACIFIC AVENUE
DALLAS, TX 75201
T (214) 468-7600
F (214) 468-7601
www.callison.com

CALLISON
AN ARCADIS COMPANY

CALLISON, LLC
www.callison.com

CANYON FALLS
AMENITY CENTER 2
Town of Northlake, Texas

PROJECT 004-150295.00

ISSUED / REVISED	DATE

WESTBRIDGE PARK POOL BUILDING
EXTERIOR ELEVATIONS

A-203

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: September 8, 2016

Re: Final Plat and Site Plan of Canyon Falls Dog Park

Purpose: Consider approval of a site plan of Canyon Falls Dog Park, a proposed park to include a pavilion, dog park, restroom facilities, trail extensions, and related facilities on a 5.042-acre tract of land out of the W. Love Survey, Abstract No. 728, located at the southwest corner of Canyon Falls Drive and Westbridge Drive, and zoned Mixed-Use Planned Development (MPD). Also for consideration along with the site plan is the final plat for the site, Lot 1, Block QQ, Canyon Falls Dog Park.

Owner/Applicant: Nash Canyon Falls, LLC

Surveyor/Engineer: J. Volk Consulting, Inc.

Background: This is a companion item to the Canyon Falls Westside Amenity Center final plat and site plan that precedes these items on the Town Council meeting agenda, both of which include planned parks, trails, and HOA amenities within Canyon Falls. The Dog Park is one of the added park features that will be funded, through reimbursement of the developer upon completion, by the Canyon Falls TIRZ. The park will feature a pavilion created from a renovated hay barn on the site as well as a dog park, trails, and a restroom facility. The area encompassed by this plat was preliminary platted with the overall Canyon Falls development. The property is zoned Mixed-Use Planned Development (MPD) as part of the Canyon Falls MPD which designates this site for open space which permits park development as proposed.

Staff Analysis: The applicant has provided a final plat and site plan application in accordance with the requirements of the Unified Development Code (UDC) and the MPD. Construction plans for water, sewer, streets and storm drainage have been reviewed and approved by staff. Landscape plans and elevations for the proposed restroom building were submitted as part of the site plan package. The proposed landscaping and building elevations appear to meet all requirements of the MPD. All elements of the site plan appear to meet applicable requirements of the MPD and UDC as applicable.

Staff Findings: The final plat and site plan are consistent with the approved preliminary plat and construction plans and appears to meet all applicable zoning and development requirements. Staff finds the final plat and site plan acceptable for approval as submitted.

STATE OF TEXAS §
COUNTY OF DENTON §

BEING a 5.042 acre tract of land situated in the W. LOVE SURVEY ABSTRACT NO. 728, in the Town of Northlake, Denton County, Texas. Said 5.042 acres being a portion of that certain tract of land as described in deed to NASH CANYON FALLS, LLC, as recorded in Instrument Number 2015-34494, Deed Records, Denton County, Texas (D.R.D.C.T.). Said 5.042 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" I.R.F., being the most Northeast corner of that certain tract of land as conveyed to CARL E SR & MARTHA V GIERISCH, as recorded in Instrument Number 2011-40569, said Deed Records;

THENCE North 20 degrees 30 minutes 10 seconds East a distance of 1086.12 feet to the POINT OF BEGINNING, of the tract hereon described by metes and bounds as follows;

THENCE North 03 degrees 51 minutes 26 seconds West a distance of 636.78 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a non-tangent curve to the left, whose radius is 930.00 feet and whose long chord bears South 49 degrees 55 minutes 51 seconds East, 4.15 feet;

THENCE along said curve to the left, through a central angle of 00 degrees 15 minutes 20 seconds, an arc length of 4.15 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 50 degrees 03 minutes 31 seconds East a distance of 100.00 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a curve to the left, whose radius is 635.00 feet and whose long chord bears South 64 degrees 18 minutes 54 seconds East, 312.75 feet;

THENCE along said curve to the left, through a central angle of 28 degrees 30 minutes 46 seconds, an arc length of 316.00 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 78 degrees 34 minutes 17 seconds East a distance of 84.96 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 35 degrees 43 minutes 39 seconds East a distance of 27.20 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a non-tangent curve to the left, whose radius is 645.00 feet and whose long chord bears South 10 degrees 59 minutes 23 seconds East, 400.90 feet;

THENCE along said curve to the left, through a central angle of 36 degrees 12 minutes 44 seconds, an arc length of 407.66 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 89 degrees 56 minutes 55 seconds West a distance of 494.44 feet to the POINT OF BEGINNING, and containing 5.042 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, NASH CANYON FALLS, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as CANYON FALLS - DOG PARK, an addition to the Town of Northlake, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys and rights-of-way are hereby dedicated in fee simple to the Town of Northlake for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Northlake.

BY: NASH CANYON FALLS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: NEWLAND REAL ESTATE GROUP, LLC
A DELAWARE LIMITED LIABILITY COMPANY
IT'S AGENT

BY: _____
BRIAN CRAMER, ASSISTANT VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared BRIAN CRAMER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2016.

_____
Notary Public in and for the State of Texas

NOTARY SEAL
(Ink Stamp Only)

My Commission Expires: _____

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I have prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were found or placed under my personal supervision in accordance with the platting rules and regulations of Town of Northlake, Denton County, Texas.

_____
RYAN S. REYNOLDS, R.P.L.S.
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan S. Reynolds, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2016.

_____
Notary Public in and for the State of Texas

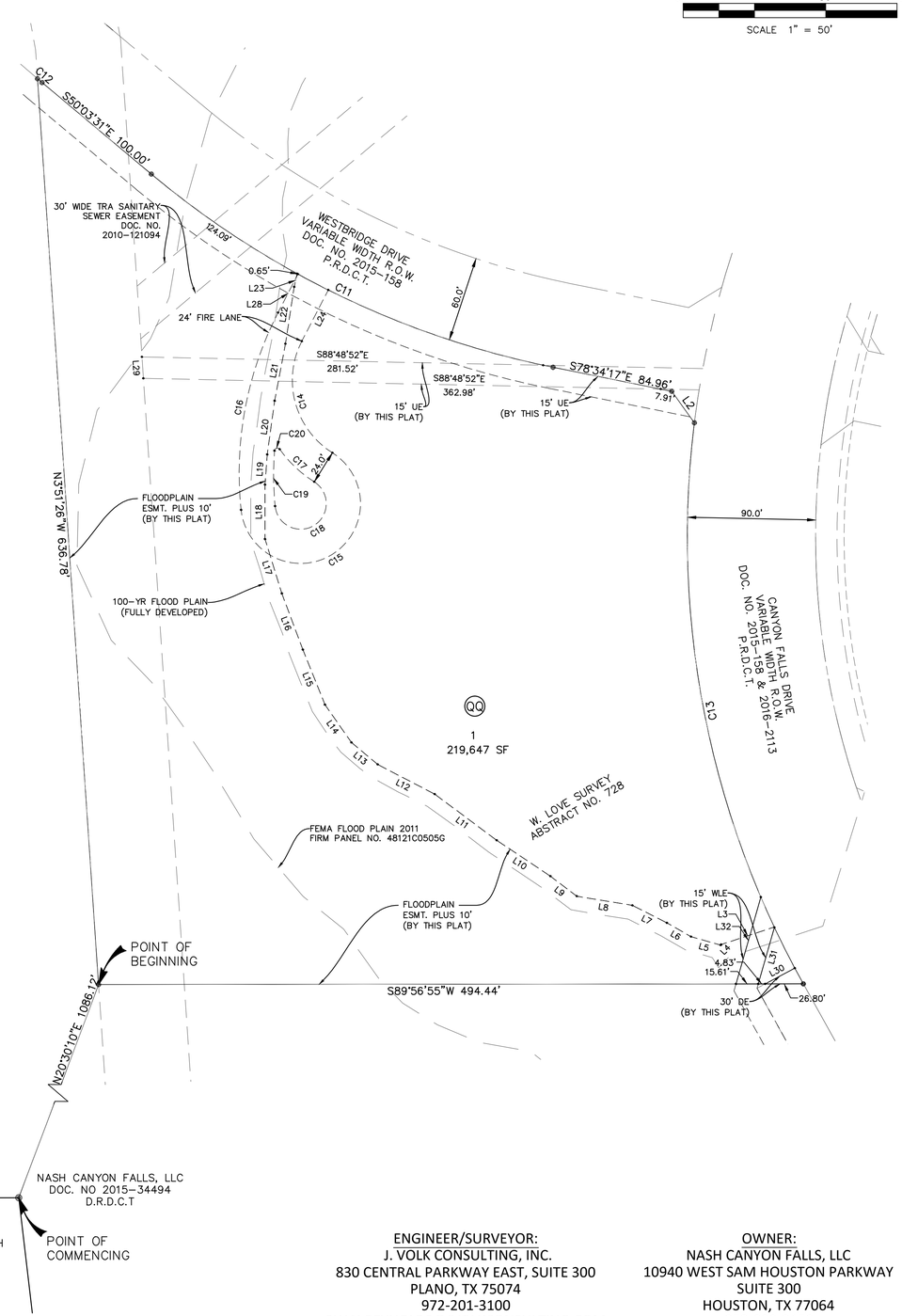
My Commission Expires: _____

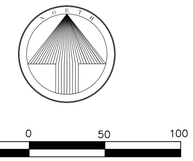
BEARINGS ARE BASED FROM GPS OBSERVATIONS, BY USING THE TOPCON NETWORK SURROUNDING THE DALLAS–FORT WORTH METROPLEX, ALONG WITH A HIGH PRECISION GEOID MODEL. NAD83, NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202. VERIFIED BY THE TOWN OF FLOWER MOUND CONTROL NETWORK, MONUMENT NO. 39. A COMBINED SCALE FACTOR OF 1.0001596 SHALL BE USED TO TRANSLATE TO GRID COORDINATES.

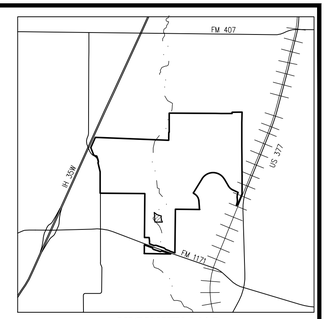
CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C11	28°30'46"	635.00'	161.35'	316.00'	S64°18'54"E 312.75'
C12	0°15'20"	930.00'	2.07'	4.15'	S49°55'51"E 4.15'
C13	36°12'44"	645.00'	210.89'	407.66'	S10°59'23"E 400.90'
C14	85°14'28"	60.00'	55.21'	89.26'	S15°18'09"E 81.26'
C15	231°50'06"	42.00'	86.43'	169.94'	S57°59'40"W 75.55'
C16	33°24'22"	245.00'	73.52'	142.85'	N10°36'54"E 140.83'
C17	22°36'02"	85.00'	16.99'	33.53'	S46°40'08"E 33.31'
C18	232°18'50"	18.00'	36.65'	72.98'	S58°11'16"W 32.31'
C19	10°08'33"	220.00'	19.52'	38.94'	N0°35'03"W 38.89'
C20	140°08'39"	2.00'	5.52'	4.89'	N74°33'33"E 3.76'

LINE TABLE		
LINE	BEARING	LENGTH
L2	S35°43'39"E	27.20'
L3	S71°47'07"W	39.20'
L4	S44°21'38"W	0.55'
L5	N74°08'15"W	21.61'
L6	N60°09'56"W	19.52'
L7	N63°03'59"W	27.03'
L8	N80°40'40"W	39.68'
L9	N52°40'54"W	23.21'
L10	N56°15'44"W	45.30'
L11	N53°21'27"W	54.25'
L12	N62°29'49"W	45.10'
L13	N50°01'25"W	23.96'
L14	N35°01'20"W	32.37'
L15	N21°54'27"W	41.63'

LINE TABLE		
LINE	BEARING	LENGTH
L16	N20°31'35"W	42.10'
L17	N17°09'25"W	39.90'
L18	N0°01'18"E	38.14'
L19	N4°04'51"E	21.24'
L20	N7°54'32"E	38.00'
L21	N10°42'40"E	40.74'
L22	N8°42'43"E	40.38'
L23	N12°38'26"E	9.44'
L24	S27°19'05"W	40.34'
L28	N27°19'05"E	30.34'
L29	N3°51'26"W	15.06'
L30	S62°01'09"W	23.56'
L31	N15°58'05"E	41.23'
L32	S15°58'05"W	63.36'







VICINITY MAP
N.T.S.

APPROVED BY THE TOWN COUNCIL ON:

_____
Date

_____
Mayor, Town of Northlake

_____
Town Secretary, Town of Northake

LEGEND

◉	1/2" IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
●	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
<CM>	CONTROL MONUMENT
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
♦	DENOTES STREET NAME CHANGE
UE	UTILITY EASEMENT
WLE	WATER LINE EASEMENT
DE	DRAINAGE EASEMENT

NOTES:

1. ALL PROPOSED LOTS SITUATED IN WHOLE OR IN PART WITHIN THE TOWN'S CORPORATE LIMITS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE GOVERNING ZONING DISTRICT.
2. ALL "X" LOTS & COMMON AREAS SHALL BE PEDESTRIAN AND BICYCLE ACCESS EASEMENTS.
3. ALL "X" LOTS & COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION
4. NO STRUCTURES SHALL BE PERMITTED TO BE CONSTRUCTED WITHIN ANY PUBLIC EASEMENTS SHOWN ON THIS PLAT; THE TOWN SHALL HAVE THE RIGHT TO REMOVE ANY STRUCTURE PLACED WITHIN A PUBLIC EASEMENT
5. ALL LOT CORNERS TO BE MONUMENTED WITH 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JVC" UNLESS OTHERWISE NOTED.

FINAL PLAT
OF
CANYON FALLS DOG PARK

LOTS 1, BLOCK QQ
BEING 5.042 ACRES LOCATED IN THE
W. LOVE SURVEY - ABSTRACT NO. 728
AN ADDITION IN THE TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS
CONTAINING 1 HOA LOT
ZONED MIXED-USE PLANNED
DEVELOPMENT (MPD)

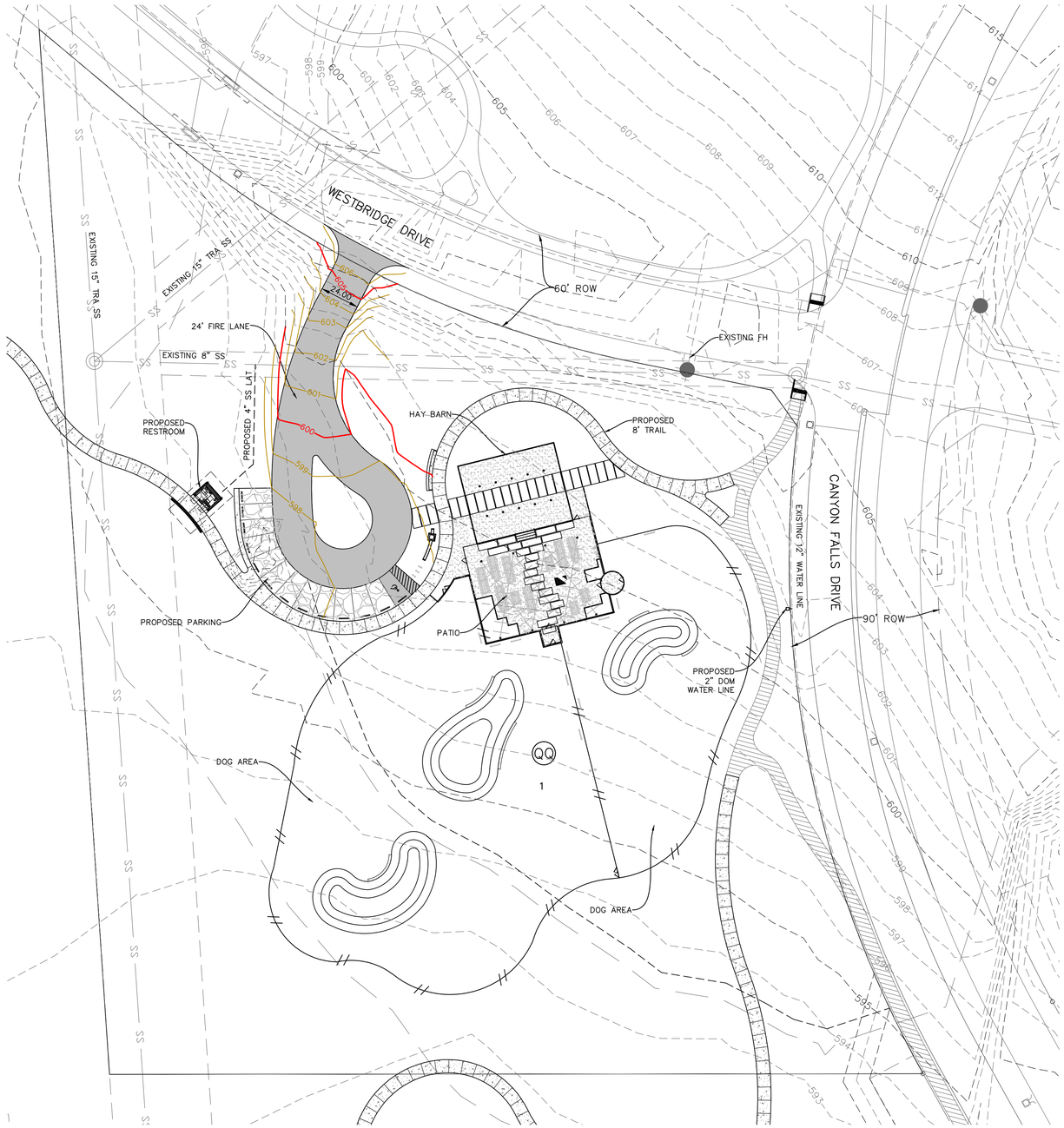
Date: September 02, 2016

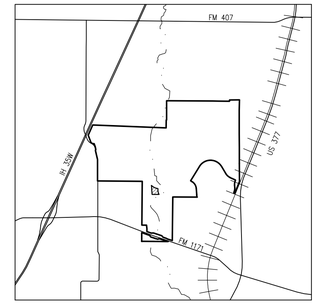
SHEET 1 OF 1

ENGINEER/SURVEYOR:
J. VOLK CONSULTING, INC.
830 CENTRAL PARKWAY EAST, SUITE 300
PLANO, TX 75074
972-201-3100
RYAN.REYNOLDS@JVOLKCONSULTING.COM
TBPLS FIRM NO. 10194033

OWNER:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PARKWAY
SUITE 300
HOUSTON, TX 77064
972-992-3159
BCRAMER@NEWLANDCO.COM

RECORDING INFORMATION





VICINITY MAP
N.T.S.

40 20 0 40 80
SCALE 1" = 40'

LEGEND

- PROP FIRE LANE
- PROP SIDEWALK/TRAIL
- PROP PARKING STRIPES
- PROP TRAIL OUTSIDE SCOPE OF PLAN – NOT IN CONTRACT
- GRAVEL PARKING STALLS
- PROP FIRE LANE
- PROP EDGE OF PAVING
- PROP FENCE

BENCH MARKS

BENCHMARKS
1) SQUARE CUT IN CONCRETE SET ON TOP OF SOUTHERLY MOST PILLAR OF ELECTRICAL TOWER NO. 82. ELEV. 651.75'
N:7076050.39 E:2362437.01

2) SQUARE CUT IN CONCRETE SET ON TOP OF SOUTHERLY MOST PILLAR OF ELECTRICAL TOWER NO. 83. ELEV. 641.77'
N:7075280.73 E:2363305.04

NOTES:
1. THE SIGNAGE AND LIGHTING DETAILS WILL BE PROVIDED AT THE TIME OF PERMITTING
2. PER THE APPROVED PD THERE ARE NO ESTABLISHED SETBACKS FOR THIS LOT.
3. REFER TO FINAL PLAT FOR METES & BOUNDS DESCRIPTION.

PROPOSED USE:	PARK
LOT AREA :	± 219,647 S.F.
BUILDING AREA:	RESTROOM - ± 690 S.F. HAY BARN - ± 2910 S.F.
BUILDING HEIGHT :	RESTROOM - 12'-8" HAY BARN - (EXISTING)
LOT COVERAGE :	3.37% OF TOTAL
AREA OF IMPERVIOUS SURFACE :	± 13,599 S.F.
PARKING PROVIDED :	13 SPACES TL (1 HANDICAPPED SPACES)
PARKING REQUIRED :	6 SPACES (1 HANDICAPPED SPACE) (PARK)
ZONING - MPD - OPEN SPACE	

SITE PLAN
OF
CANYON FALLS DOG PARK

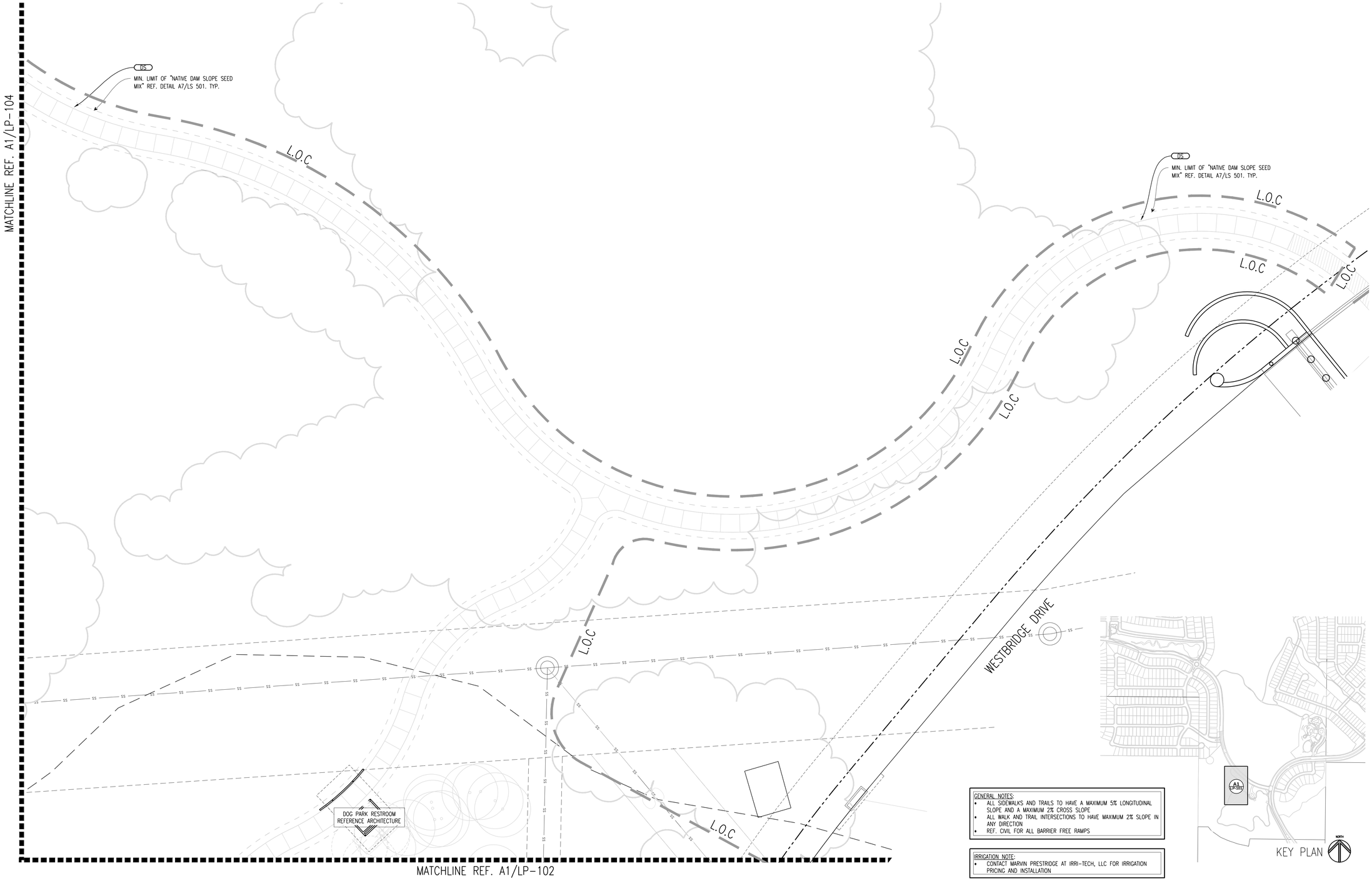
Lot 1, Block QQ, Canyon Falls Dog Park
Town of Northlake, Denton County, Texas
5.042 Acres
Zoned Mixed-Use Planned Development (MPD)

SHEET 1 OF 1

ENGINEER/SURVEYOR:
J VOLK CONSULTING, INC.
830 CENTRAL PARKWAY EAST
SUITE 300
PLANO, TEXAS 75074
972-201-3100
RYAN.REYNOLDS@JVOLKCONSULTING.COM

OWNER/APPLICANT:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PARKWAY
SUITE 300
HOUSTON, TEXAS 77064
972-992-3159
BCRAMER@NEWLANDCO.COM

J. VOLK consulting
830 Central Parkway East, Suite 300 | Plano, Texas 75074
972.201.3100 (office) | 972.201.3099 (fax)
TBPE No. F-11962



GENERAL NOTES:
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
- ALL WALK AND TRAIL INTERSECTIONS TO HAVE MAXIMUM 2% SLOPE IN ANY DIRECTION
- REF. CIVIL FOR ALL BARRIER FREE RAMPS

IRRIGATION NOTE:
- CONTACT MARVIN PRESTRIDGE AT IRRI-TECH, LLC FOR IRRIGATION PRICING AND INSTALLATION

TRUE NORTH

SCALE: 1"=20'

0 10 20 40

A1 LANDSCAPE PLANTING PLAN – NORTHWEST DOG PARK & RESTROOM BUILDING

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX. 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
1717 PACIFIC AVENUE
DALLAS, TX 75201
T (214) 468-7600
F (214) 468-7601
www.callison.com

REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

August 12, 2016

CALLISON
AN ARCADIS COMPANY

CALLISON, LLC
www.callison.com

CANYON FALLS
TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas

PROJECT 004-150295.02

ISSUED / REVISED	DATE
ISSUE FOR CONTRACTOR REVIEW	07/26/2016
ISSUE FOR PERMIT	08/12/2016

LANDSCAPE PLANTING PLAN NORTHWEST DOG PARK & RESTROOM BUILDING

LP-101

O:\Projects\LACF\CaddLACF\0-Villages\TIRZ_Phase 1\Sheets\LACF-NL-TIRZ_LP-101-115.dwg 8/15/16 12:48 PM COPYRIGHT © 2016 CALLISON

MATCHLINE REF. A1/LP-104

MATCHLINE REF. A1/LP-101

MATCHLINE REF. B1/LP-103

MATCHLINE REF. A3/LP-105

L.O.C

L.O.C

WESTBRIDGE DRIVE

CANYON FALLS DRIVE

EXISTING BARN PAVILION – PROPOSED RENOVATION, REFERENCE ARCHITECTURE

MIN. LIMIT OF "NATIVE DAM SLOPE SEED MIX" REF. DETAIL A7/LS 501. TYP.

MIN. LIMIT OF "NATIVE DAM SLOPE SEED MIX" REF. DETAIL A7/LS 501. TYP.

CODT
SPC
SR
ST
EA
EG
LB
WF
UC
CODZ
PMIX
QS
PC

GENERAL NOTES:
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
- ALL WALK AND TRAIL INTERSECTIONS TO HAVE MAXIMUM 2% SLOPE IN ANY DIRECTION
- REF. CIVIL FOR ALL BARRIER FREE RAMPS

IRRIGATION NOTE:
- CONTACT MARVIN PRESTRIDGE AT IRRI-TECH, LLC FOR IRRIGATION PRICING AND INSTALLATION

KEY PLAN

A1 LP-102

TRUE NORTH

SCALE: 1"=20'

0 10 20 40

A1 LANDSCAPE PLANTING PLAN – NORTHEAST DOG PARK & BARN PAVILION

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
1717 PACIFIC AVENUE
DALLAS, TX 75201
T (214) 468-7600
F (214) 468-7601
www.callison.com

REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

August 12, 2016

CALLISON
AN ARCADIS COMPANY

CALLISON, LLC
www.callison.com

CANYON FALLS

TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas

PROJECT 004-150295.02

ISSUED / REVISED	DATE
ISSUE FOR CONTRACTOR REVIEW	07/26/2016
ISSUE FOR PERMIT	08/12/2016

LANDSCAPE PLANTING PLAN NORTHEAST DOG PARK & HAY BARN

LP-102

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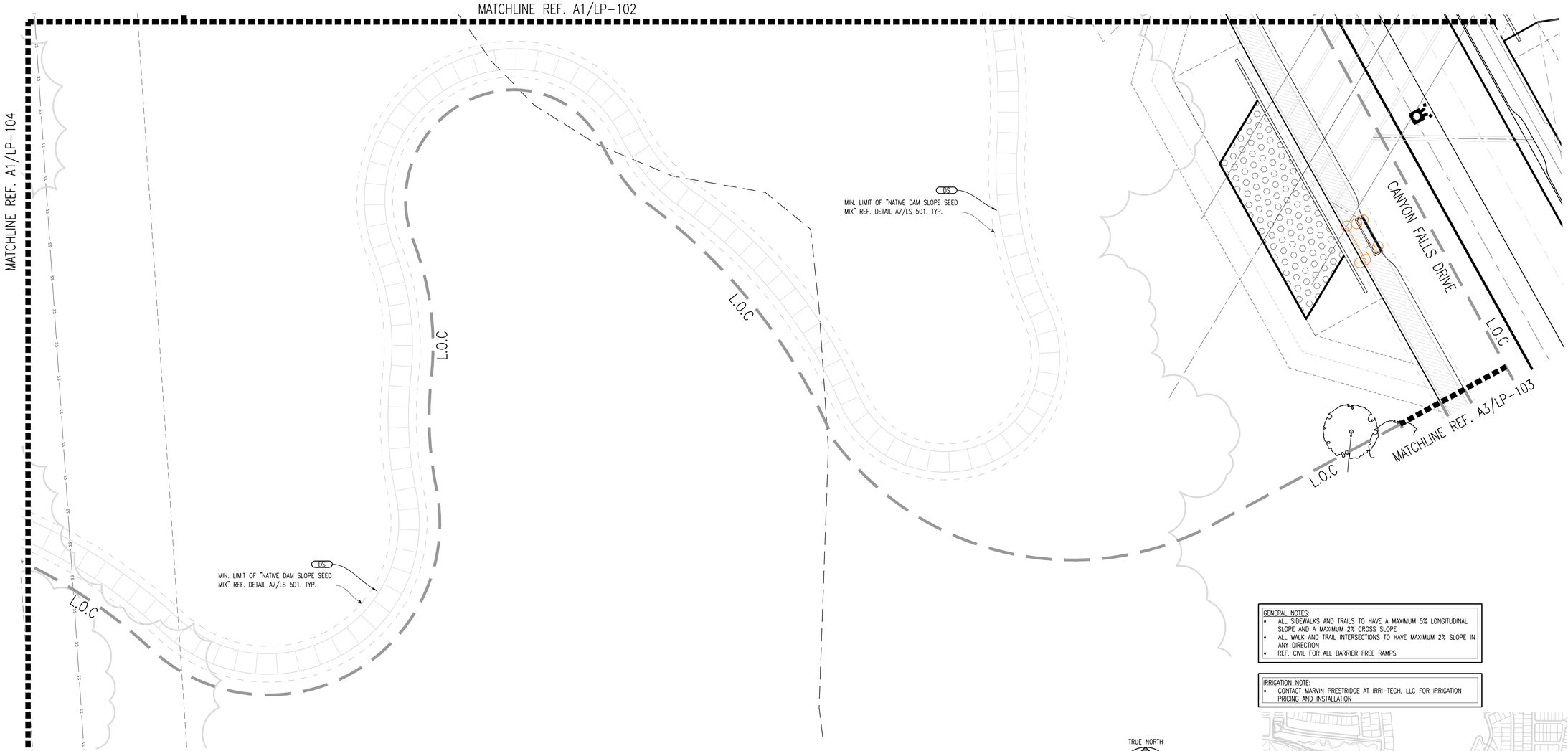
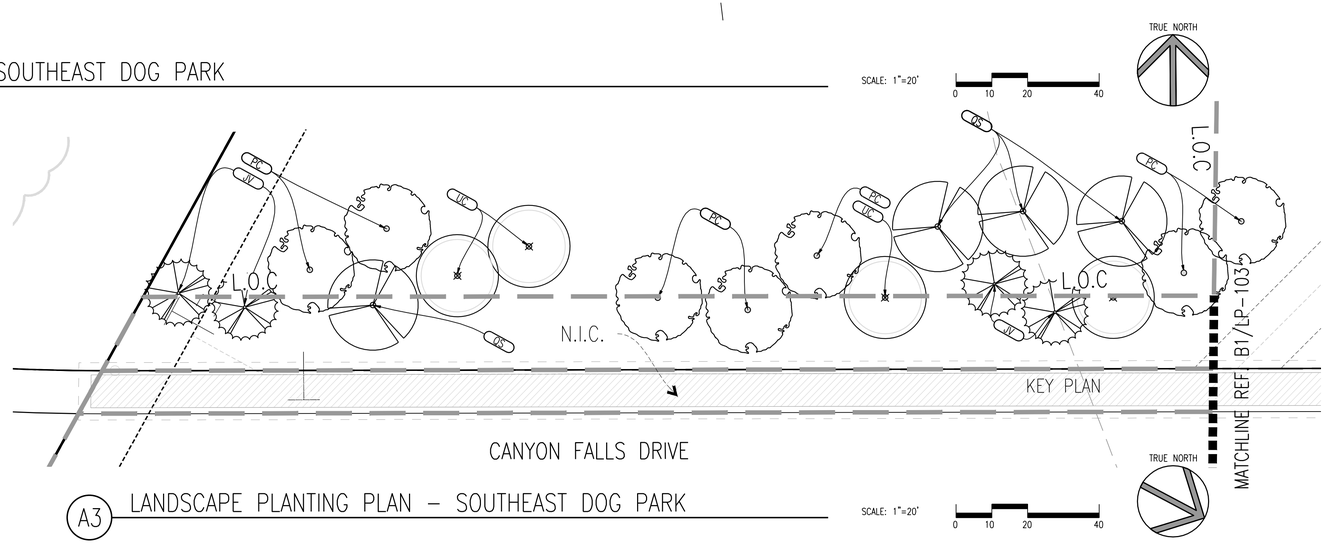


B1 LANDSCAPE PLANTING PLAN – SOUTHEAST DOG PARK

SCALE: 1"=20'



A3 LANDSCAPE PLANTING PLAN – SOUTHEAST DOG PARK

GENERAL NOTES:
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
- ALL WALK AND TRAIL INTERSECTIONS TO HAVE MAXIMUM 2% SLOPE IN ANY DIRECTION
- REF. CIVIL FOR ALL BARRIER FREE RAMPS

IRRIGATION NOTE:
- CONTACT MARVIN PRESTRIDGE AT IRRI-TECH, LLC FOR IRRIGATION PRICING AND INSTALLATION

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX. 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
1717 PACIFIC AVENUE
DALLAS, TX 75201
T (214) 468-7600
F (214) 468-7601
www.callison.com

REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

August 12, 2016

CALLISON
AN ARCADIS COMPANY
CALLISON, LLC
www.callison.com

CANYON FALLS
TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas
PROJECT 004-150295.02

ISSUED / REVISED	DATE
ISSUE FOR CONTRACTOR REVIEW	07/26/2016
ISSUE FOR PERMIT	08/12/2016

LANDSCAPE PLANTING PLAN
SOUTHEAST DOG PARK

LP-103

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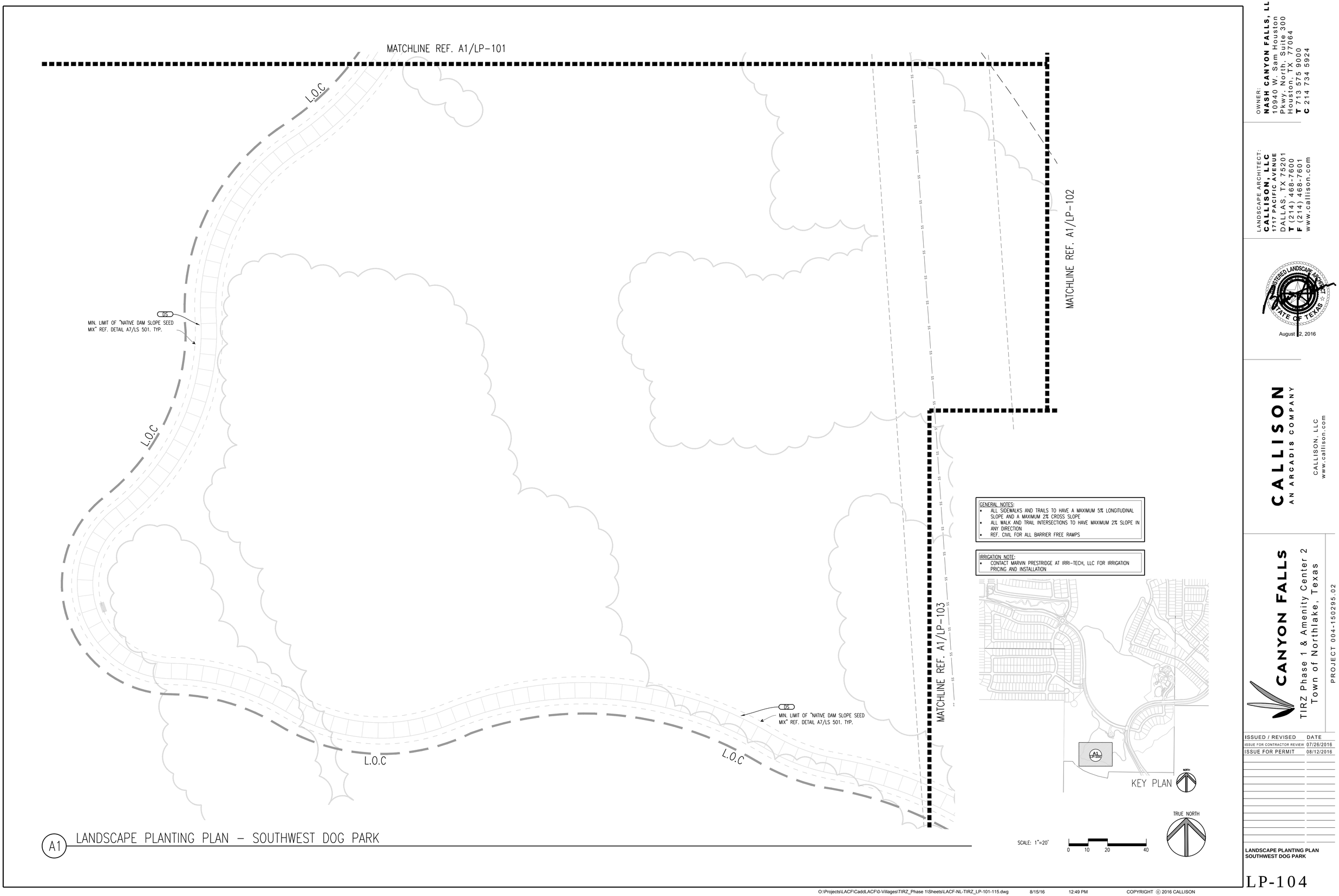

A1 LANDSCAPE PLANTING PLAN – SOUTHWEST DOG PARK

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy. North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
1717 PACIFIC AVENUE
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REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

August 12, 2016

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CANYON FALLS

TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas

PROJECT 004-150295.02

ISSUED / REVISED	DATE
ISSUE FOR CONTRACTOR REVIEW	07/26/2016
ISSUE FOR PERMIT	08/12/2016

LANDSCAPE PLANTING PLAN
SOUTHWEST DOG PARK

LP-104

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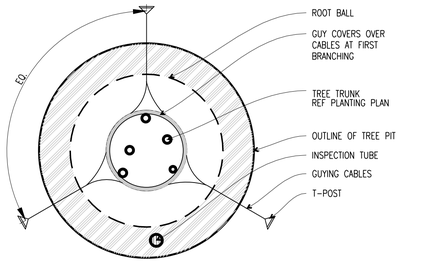
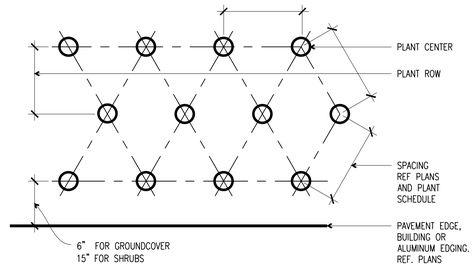


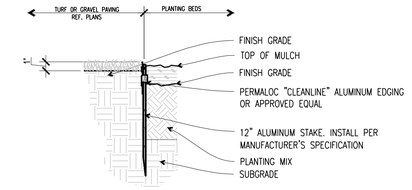
NOTE:
1. TIGHTEN CABLE ONLY ENOUGH TO KEEP GUY FROM SLIPPING. ALLOW FOR TRUNK MOVEMENT. GUY COVER SHALL BE LONG ENOUGH TO ACCOMMODATE 2 INCH OF GROWTH AND BUFFER ALL BRANCHES FROM WIRE.
2. TUCK ANY LOOSE ENDS OF CABLE INTO THE GUY COVER SO THAT NO SHARP WIRE ENDS ARE EXPOSED.
3. REMOVE ALL STAKING AS SOON AS THE TREE HAS GROWN ROOTS SUFFICIENT TO OVERCOME THE TREE MOVEMENT AT THE ROOTS. STAKES SHALL BE REMOVED NO LATER THAN THE END OF THE FIRST GROWING SEASON AFTER PLANTING.

E1 ORNAMENTAL TREE STAKING PLAN
NOT TO SCALE



TYPICAL TRIANGULAR SPACING

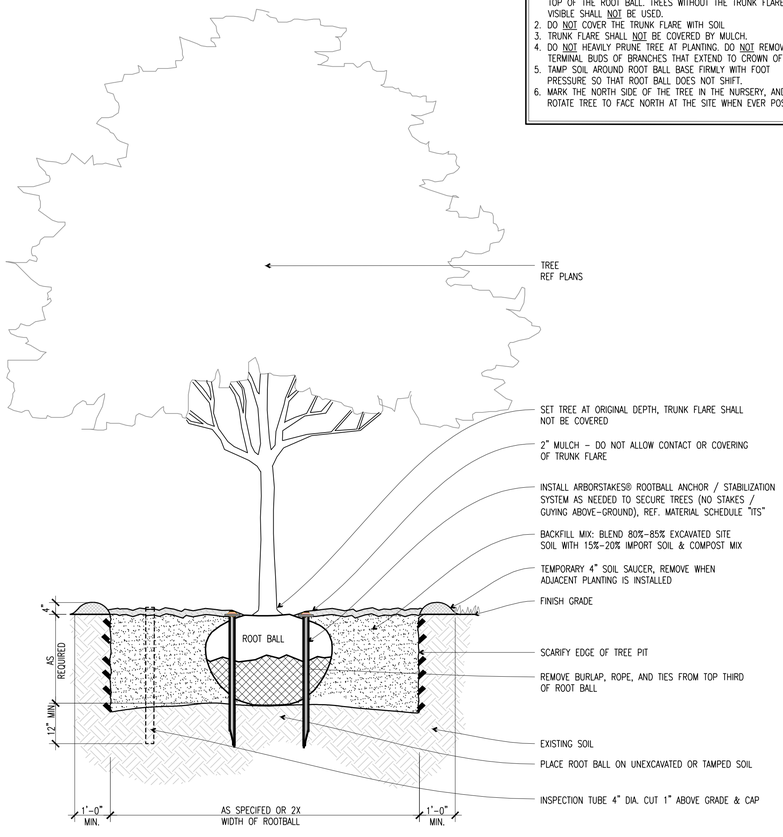
E5 PLANT SPACING DIAGRAM
NOT TO SCALE



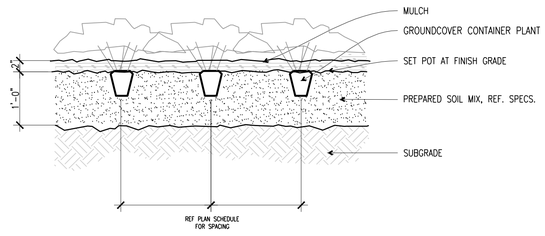
E8 METAL EDGING
NOT TO SCALE

NOTE:
1. EACH TREE MUST BE PLANTED WITH THE TRUNK FLARE VISIBLE AT TOP OF THE ROOT BALL. TREES WITHOUT THE TRUNK FLARE VISIBLE SHALL NOT BE USED.
2. DO NOT COVER THE TRUCK FLARE WITH SOIL.
3. TRUNK FLARE SHALL NOT BE COVERED BY MULCH.
4. DO NOT HEAVILY PRUNE TREE AT PLANTING. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO CROWN OF TREE
5. TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.

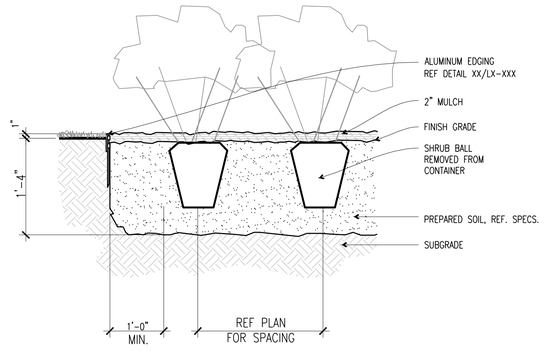
NOTE:
1. EACH TREE MUST BE PLANTED WITH THE TRUNK FLARE VISIBLE AT TOP OF THE ROOT BALL. TREES WITHOUT THE TRUNK FLARE VISIBLE SHALL NOT BE USED.
2. DO NOT COVER THE TRUNK FLARE WITH SOIL
3. TRUNK FLARE SHALL NOT BE COVERED BY MULCH.
4. DO NOT HEAVILY PRUNE TREE AT PLANTING. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO CROWN OF TREE
5. TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.
6. MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHEN EVER POSSIBLE



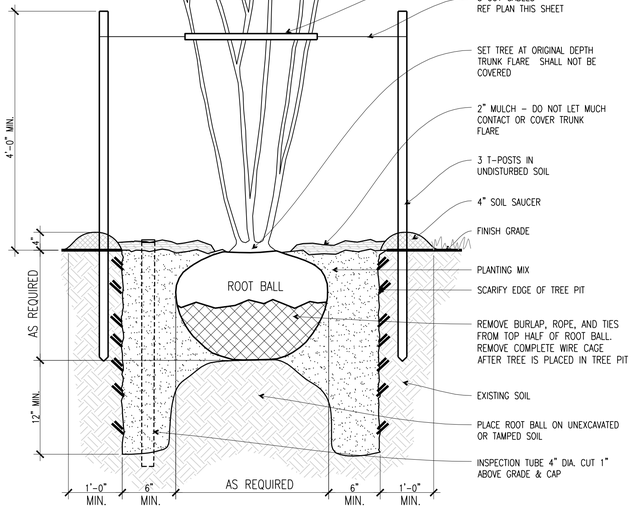
A1 SHADE TREE
NOT TO SCALE



C5 GROUNDCOVER PLANTING, TYP.
NOT TO SCALE



A5 SHRUB PLANTING, TYP.
NOT TO SCALE



A8 ORNAMENTAL TREE
NOT TO SCALE

OWNER:
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August 12, 2016

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CANYON FALLS
TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas
PROJECT 004-150295.02

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ISSUE FOR CONTRACTOR REVIEW	07/26/2016
ISSUE FOR PERMIT	08/12/2016

LANDSCAPE PLANTING DETAILS & NOTES

LP-501

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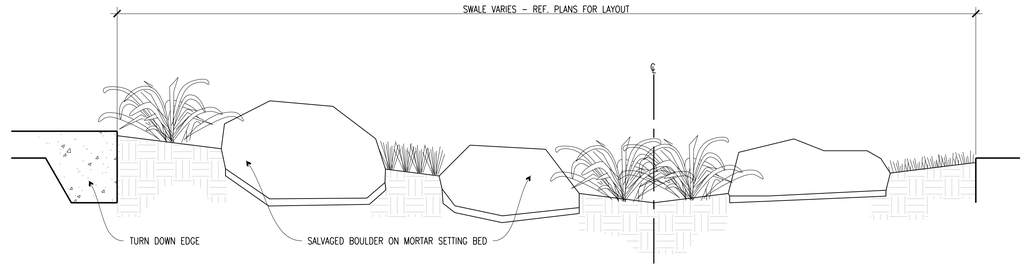

A6 BIOSWALE
1 1/2"=1'-0"

OWNER:
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REGISTERED LANDSCAPE ARCHITECT
STATE OF TEXAS

August 12, 2016

CALLISON
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CANYON FALLS

TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas

PROJECT 004-150295.02

ISSUED / REVISED	DATE
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ISSUE FOR PERMIT	08/12/2016

LANDSCAPE PLANTING
DETAILS & NOTES

LP-502

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PLANTING SCHEDULE							
LABEL	QUANTITY	BOTANICAL/COMMON NAME	CAL.	HT.	SPREAD	CONT.	REMARKS
TREES							
PC		PISTACIA CHINENSIS / CHINESE PISTACHE	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
QM		QUERCUS MACROCARPA / BUR OAK	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
QS		QUERCUS SHUMARDII / SHUMARD RED OAK	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
JV		JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	3.5"	10'-12'	5'-6"	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
UC		ULMUS CRASSIFOLIA / CEDAR ELM	3.5"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
SPL		SPECIMEN - QUERCUS VIRGINIANA / LIVE OAK	10"	N / A			FULL, MIX OF MULTI-TRUNK AND CENTRAL LEADER, LANDSCAPE ARCHITECT TO FIELD TAG
SPC		SPECIMEN - ULMUS CRASSIFOLIA / CEDAR ELM	10"	N / A			FULL, MIX OF MULTI-TRUNK AND CENTRAL LEADER, LANDSCAPE ARCHITECT TO FIELD TAG
TD		TAXODIUM DISTICHUM / BALD CYPRESS	3.5"	10'-12'	5'-6"	B&B	FULL & MATCHED, STRAIGHT CENTRAL LEADER
ORNAMENTAL TREES							
ID		ILEX DECIDUA / POSSUMHAW HOLLY	2"	8'-10'	5'-6'	B&B OR CONT.	MULTI-TRUNK
SHRUBS							
HP		HESPERALOE PARVIFLORA / RED YUCCA	N / A	N / A	N / A	3 GAL	36" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
OP		OPUNTIA ELLISIANA / SPINELESS PRICKLY PEAR	N / A	N / A	N / A	3 GAL	36" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
SG		SALVIA GREGGII / AUTUMN SAGE	N / A	N / A	N / A	3 GAL	36" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
YP		YUCCA PENDULA / SOFT LEAF YUCCA	N / A	N / A	N / A	3 GAL	36" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
PERENNIALS							
EA		ECHEVERIA 'AFTER GLOW'	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
FG		FESTUCA GLAUCA 'ELIJAH BLUE' / ELIJAH BLUE FESCUE	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
MD		MALVAVISCUS DRUMMONDI / TURK'S CAP	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
PA		PEROVSKIA ATRIPLICIFOLLIA / RUSSIAN SAGE	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
PERENNIAL MIX							
PMIX		ECHINACEA PURPUREA / PURPLE CONEFLOWER	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		LANTANA HORRIDA / TEXAS LANTANA	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS).TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		PAVONIA LASIOPETALA / ROCKROSE	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS).TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		SALVIA GREGGII / AUTUMN SAGE	N / A	N / A	N / A	1 GAL	30" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		SALVIA FARINACEA / MEALY CUP SAGE	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		SCUTELLARIA SUFFRUTESCENS / TEXAS SKULLCAP	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
PMIX		VERBENA BIPINNATIFIDIA / PRARIE VERBENA	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "PERENNIAL MIX" SPECIES.
GRASSES / GROUNDCOVER							
CD		CAREX DIVULSA / BERKELY SEDGE	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
PAH		PENNISETUM ALOPECUROIDES/ HAMELN GRASS	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
SR		SEDUM REFLEXUM 'BLUE SPRUCE' / BLUE SPRUCE STONECROP	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
ST		SEDUM TETRACTINUM 'CORAL REEF' / CHINESE SEDUM	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
LAWN							
CD1		CYNODON DACTYLON / SOLID SOD BERMUDA TURFGRASS	N / A				SOD FULL COVERAGE OF LIMITS SHOW ON PLANS. REF. SPECIFICATIONS FOR INSTALLATION REQUIREMENTS
CD2		CYNODON DACTYLON 'COASTAL' / COASTAL BERMUDA TURFGRASS	N / A				
SEED MIX							
LB		SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM	N / A				HAND BROADCAST PER SPECIFICATIONS
WF		WILDFLOWER SEED MIX / "LADY BIRD'S LEGACY WILDFLOWER MIX"	N / A				HAND BROADCAST PER SPECIFICATIONS. WWW.SEEDSOURCE.COM
DS		NATIVE GRASS/ 'DAM SLOPE MIX' (MIX # 2808)	N / A				HAND BROADCAST PER SPECIFICATIONS. WWW.SEEDSOURCE.COM

PLANTING SCHEDULE							
LABEL	QUANTITY	BOTANICAL/COMMON NAME	CAL.	HT.	SPREAD	CONT.	
BIOSWALE PERENNIAL MIX							
BPMIX		AQUILEGIA CANADENSIS / RED COLUMBINE	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		BOUTELOUA CURTIPENDULA / SIDEOATS GRAMA	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		COOPERIA DRUMMONDII / EVENING RAINLILY	N / A	N / A	N / A	1 GAL	6" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		ECHINACEA PURPUREA / PURPLE CONEFLOWER	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		GALLARDIA SUAVIS / PERFUMEBALLS	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS), TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		IPOMOPSIS RUBRA / STANDING CYPRESS	N / A	N / A	N / A	1 GAL	6" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		MALVAVISCUS ARBOREUS VAR. DRUMMONDII / WAX MALLOW	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		MELICA NITENS / THREEFLOWER MELICGRASS	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS), TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		MONARDA FISTULOSA / WILD BERGAMOT	N / A	N / A	N / A	1 GAL	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		PANICUM VIRGATUM / SWITCHGRASS	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		RUDBECKIA HIRTA / BLACKEYED SUSAN	N / A	N / A	N / A	1 GAL	12" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS), TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.
BPMIX		SALVIA COCCINEA / BLOOD SAGE	N / A	N / A	N / A	1 GAL	18" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS). TO BE RANDOMLY PLACED AND IN EQUAL PROPORTION TO OTHER SPECIFIED "BIOSWALE PERENNIAL MIX" SPECIES.

OWNER:
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10940 W. Sam Houston Pkwy. North, Suite 300
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REGISTERED LANDSCAPE ARCHITECT
STATE OF TEXAS

August 12, 2016

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CANYON FALLS
TIRZ Phase 1 & Amenity Center 2
Town of Northlake, Texas
PROJECT 004-150295.02

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LANDSCAPE PLANTING SCHEDULE

LP-601

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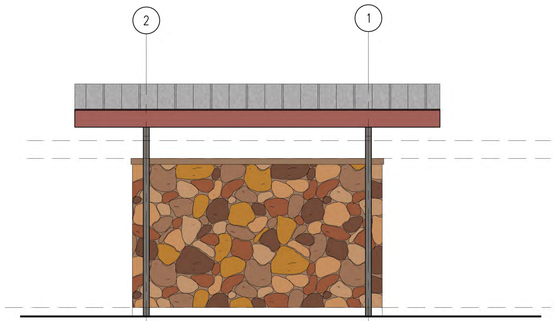
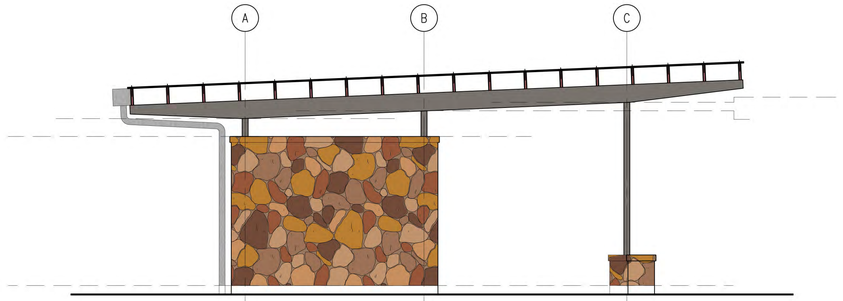
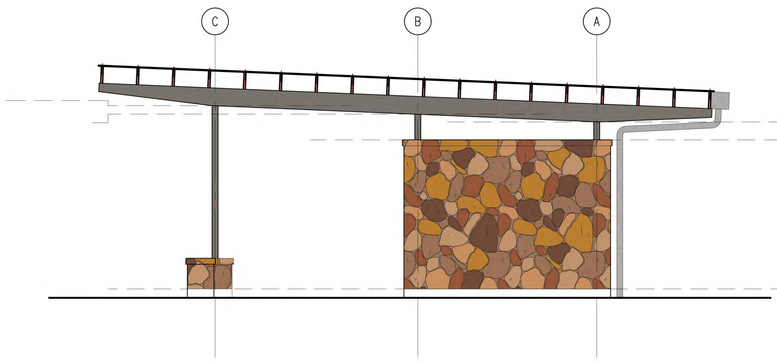


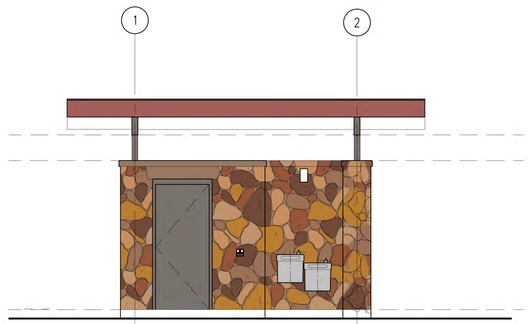
C4 SOUTH ELEVATION
1/4"=1'-0"



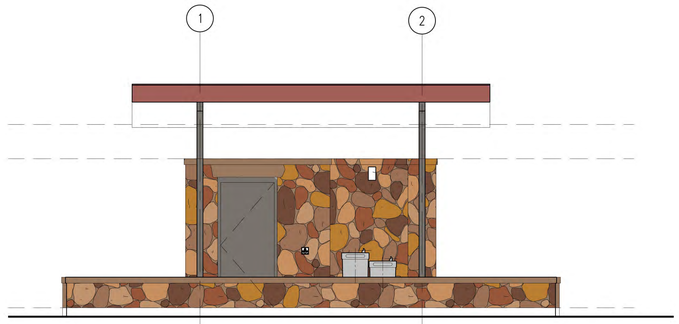
C7 WEST ELEVATION
1/4"=1'-0"



A1 EAST ELEVATION
1/4"=1'-0"



A5 SOUTH ELEVATION
1/4"=1'-0"



A8 SOUTH ELEVATION
1/4"=1'-0"

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CANYON FALLS
DOG PARK RESTROOM
Town of Northlake, Texas

PROJECT 004-150295.00

ISSUED / REVISED	DATE

EXTERIOR ELEVATIONS
SECTIONS

A-201

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TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO._____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING CREATION OF AN EMPLOYEE BENEFITS TRUST; DESIGNATING ALL MEMBERS OF THE TOWN COUNCIL TO BE TRUSTEES OF SAID TRUST; AND AUTHORIZING THE TRUST TO PURCHASE VARIOUS FORMS OF INSURANCE FOR THE BENEFIT OF TOWN OFFICERS, EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS.

WHEREAS, the Town of Northlake, Texas (the "Town") provides or offers various employee benefits to its employees, including health, dental, and life insurance, and disability benefits; and

WHEREAS, Texas law imposes a tax upon the receipt of gross premiums and revenues associated with such benefits; and

WHEREAS, Texas Insurance Code, chapter 222 authorizes the Town's exemption to payment of such premiums and revenues only if the Town establishes and maintains the funds under the ownership and control of a single, nonprofit trust; and

WHEREAS, the Town Council finds it to be in the best interest of the Town of Northlake to authorize the creation of an Employee Benefits Trust for the reasons provided above so that the Town may be exempted from payment of the gross premiums tax pursuant to Chapter 222 of the Texas Insurance Code.

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

SECTION 1

The Town Council finds that all matters stated in the preamble of this Resolution are true and correct and are incorporated into the body of this Resolution.

SECTION 2

The Trust Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 3

By approval of the Trust Agreement, the Town Council hereby authorizes creation of an Employee Benefits Trust, designates all members of the Town Council to be Trustees of said Trust, and authorizes the Trust to purchase various forms of insurance for the benefit of Town officers, employees, qualified retirees, and their dependents, all of which is pursuant to the Trust Agreement attached as Exhibit "A."

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2016

TOWN OF NORTHLAKE, TEXAS

_____
Peter Dewing, Mayor

ATTEST:

_____
Shirley Rogers, Town Secretary

Exhibit "A"

Trust Agreement

SINGLE NON-PROFIT TRUST AGREEMENT

THIS TRUST AGREEMENT ("Agreement") is made and entered into as of September 8, 2016 by and between the Town of Northlake, Texas ("Town") and the members of the Town Council of the Town of Northlake as Trustees ("Trustees").

PREMISES

WHEREAS, the Town has heretofore adopted one or more insured employee welfare benefit plans which are set forth in Exhibit A attached hereto (the "Plan") the sole purpose of which is to provide health, medical and /or life benefits solely for the employees of the City and their eligible dependents covered by the Plan;

WHEREAS, the Town is the Plan Administrator appointed to administer the Plan and the claims thereunder;

WHEREAS, the insurance policy or policies described on Exhibit A attached hereto and made a part hereof for all purposes, and any policies that in the future may replace these policies (individually and collectively, the "Policy"), as and when issued in the name of the Trustees, will continue a trust fund ("Trust Fund") to be held for the benefit of the employees and their eligible dependents under and in accordance with the Plan;

WHEREAS, the Town desires the Trustees to hold and administer the Trust Fund under the trust created by this Agreement ("Trust"), and the Trustees are willing to hold and administer such Trust Fund, pursuant to the terms of this Agreement; and

WHEREAS, the Town intends and desires to establish the Trust as a "single nonprofit trust" within the meaning of Section 222.002(c)(5) of the Texas Insurance Code.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the Town and the Trustees agree as follows:

ARTICLE I -- CONTRIBUTIONS

1.1 Receipt of Contributions. The Trustees shall receive any contributions paid to it in cash or in the form of such property as it may from time to time deem acceptable and which shall have been delivered to it. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustees pursuant to the terms of this Agreement without distinction between principal and income. The Trustees shall not be responsible for the calculation or collection of any contribution under the Plan, but shall be responsible only for property received by it pursuant to this Agreement.

1.2 Premiums. Premiums to keep the Policy in force shall be paid by the Town or by its employees or by a combination thereof.

ARTICLE II -- PAYMENTS FROM TRUST FUND

2.1 Payments Directed by Plan Administrator. The Trustees shall from time to time at the Plan Administrator's direction make payments out of the Trust Fund to the persons or entities to whom such monies are to be paid in such amounts and for such purposes as may be specified in the Plan Administrator's directions. To the extent permitted by law, the Trustees shall be under no liability for any payment made pursuant to the direction of the Plan Administrator. Any direction of the Plan Administrator shall constitute a certification that the distribution or payment so directed is one which the Plan Administrator is authorized to direct.

2.2 Payment of Funds. Payments from the Trust will be limited to those which pay the group accident, health and life benefit premiums of employees or dependents of the Town who are insured under the insurance policies held by the Trust or the Town and those expenses reasonable and necessary for a trustee to conduct the business of the Trust as limited by the nature of the trust described by section 222.02 of the Texas Insurance Code.

2.3 Impossibility of Diversion. It shall be impossible at any time for any part of the Trust Fund to be used for, or diverted to, purposes other than to provide the benefits contemplated under the Plan for the exclusive benefit of covered employees and their dependents, except that any taxes and administration expenses for which the Trust is liable may be made from the Trust Fund if such payment would be consistent with the purpose of the Trust as a "single nonprofit trust" within the meaning of Section 222.002(c)(5) of the Texas Insurance Code, and otherwise, such amounts shall be paid by the Town.

ARTICLE III -- INVESTMENTS

3.1 Powers. The Trustees are nondiscretionary Trustees who do not have discretion or authority with respect to the investment or administration of the Trust Fund. The Trustees will act solely as a directed trustee of the Policy and any other funds contributed to the Trust Fund; provided, however, that the contributions of any other such funds shall be consistent with the purpose of the Trust as described above in the PREMISES section of the Agreement. The Plan Administrator shall have the sole authority to direct the Trustees with respect to the exercise of its powers under this Agreement. Subject to the foregoing provisions of this section, the Trustees, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Agreement, shall have the following powers and authorities:

(a) To Purchase, or subscribe for, any securities or other property and to retain the same trust; provided however, that the Trustees is prohibited from selling or purchasing stock options;

(b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustees, by private contract or at public auction, and any sale may be made for cash or upon credit, or partly for cash and partly for credit. No person dealing with the Trustees shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;

(c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other similar rights, and to make any payments incidental thereto; to oppose, or consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay assessments or charges in connection therewith; and generally to exercise any powers of an owner with respect to stock, bonds, securities or other property held as part of the Trust Fund;

(d) To cause any securities or other property held as part of the Trust Fund to be registered in the Trustees' own name or in the name of one or more of the Trustees' nominees, and to hold any investments in bearer form, but the books and records of the Trustees shall at all times show that all such investments are part of the Trust Fund;

(e) To borrow or raise money for the purpose of the Trust in such amount, and upon such terms and conditions, as the Trustees shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustees, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustees shall be bound to see the application of the money lent or inquire into the validity, expediency, or propriety of any borrowing;

(f) To keep such portion of the Trust Fund in cash or balances as may be in the best interests of the trust created hereby, without liability for interest thereon;

(g) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustees hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(h) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(i) To settle, compromise, or submit to arbitration any claims, debt, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal administrative proceedings;

(j) To employ suitable agents and counsel and to pay their expenses and compensation, such agents or counsel may or may not be agents or counsel for the Town;

(k) To acquire real estate by purchase, exchange, or as a result of any foreclosure, liquidation, or other salvage as the result of any foreclosure, liquidation, or other salvage of any investment previously made hereunder; to hold such real estate in such manner and upon such terms as the Trustees may deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years any such real estate or any other real estate constituting a part of the Trust Funds, upon such terms and conditions as the Trustees deems proper, using other trust assets for any of such purposes if deemed advisable;

(l) To invest funds or the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest in a Trustees' bank;

(m) To invest in Treasury Bills and other forms of United States government obligations;

(n) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations; and;

(o) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary to administer the Trust Fund, and to carry out the purpose of this Trust.

3.2 More Than One Trustee. If there shall be more than one trustee under this Agreement, they shall act by a majority of their number, but may authorize any one or more of them to sign papers and instruments on their behalf.

3.3 Fees and Expenses. The Trustees may be paid such reasonable compensation as shall from time to time be agreed upon in writing by the Town and the Trustees. An individual serving as Trustees who already receives compensation as an employee from the Town shall not receive compensation from the Trust except for reimbursement of expenses, including reasonable counsel and accounting fees, incurred by the Trustees in the administration of the Trust Fund. Such compensation and expenses shall be paid from the Trust Fund.

ARTICLE IV – TRUSTEES' DUTIES

4.1 General. The Trustees shall discharge the duties under this Agreement solely in the interest of the employees covered under the Plan and their dependents and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Trust, with the care, skill, prudence and diligence under prevailing circumstances that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Agreement insofar as they are consistent with the provisions of applicable law, as this Agreement and such law may be from time to time amended; but the duties and obligations of the Trustees as such shall be limited to those expressly imposed upon it by this Agreement notwithstanding any reference herein to the Plan, or the provisions thereof, it being hereby expressly agreed that the Trustees is not a party to the Plan.

4.2 Indemnification. The Town agrees, to the extent permitted by law, to indemnify and hold the Trustees harmless from and against any liability that the Trustees may incur in the administration of the Trust Funds, unless arising from the Trustees' own willful breach of the provisions of this Agreement or of a duty imposed by law. The Trustees shall not be required to give any bond or any other security for the faithful performance of its duties under this Agreement, except such as may be required by a law which prohibits the waiver thereof.

4.3 Accounts and Records. The Trustees shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder, and all such accounts and other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Plan Administrator.

4.4 Limitation on Trustees' Liability. The Plan Administrator shall administer the Plan as provided therein, and the Trustees shall not be responsible in any aspect for administering the Plan nor shall the Trustees be responsible for the adequacy of contributions to the Trust Fund to meet or discharge any payments or liabilities under the Plan. The Trustees shall be entitled conclusively to rely upon notice, instruction, direction or other communication of the Plan Administrator.

ARTICLE V -- RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

5.1 Resignation. The Trustees may resign at any time by giving 30 days' notice in writing to the Town. In addition, if a Trustee ceases to be a member of the Town Council, he or she shall be deemed to have resigned as Trustee, effective on the date that his or her membership on the Town Council terminates.

5.2 Removal. The Town may remove the Trustees at any time upon 30 days' notice in writing to the Trustees.

5.3 Successor Trustee. Upon resignation or removal of the Trustees, the Town shall appoint a successor trustee who shall have the same powers and duties as those conferred upon the Trustees hereunder. Upon acceptance of such appointment by the successor trustee, the Trustee may assign, transfer, and pay over to such successor trustee the funds and properties then constituting the Trust Fund. The Trustee is authorized, however, to reserve such reasonable sum or money, as it may deem advisable for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor trustee.

Notwithstanding anything to the contrary herein, the Town intends for the individual members of the Town Council to serve as Trustees of the Trust. Thus, all newly elected or seated members of the Town Council shall automatically become a Trustee of the Trust for all purposes.

5.4 Waiver of Notice. In the event of any resignation or removal of the Trustees, the Trustees and the Town may in writing waive any notice of resignation or removal as may otherwise be provided hereunder.

ARTICLE VI -- AMENDMENT AND TERMINATION OF AGREEMENT

6.1 Amendment. Any or all of the provisions of this Agreement may be amended at any time and from time to time, in whole or in part, by an instrument in writing. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the employees and their dependents; no such amendment shall cause or permit any portion of

the Trust Fund to revert to or become the property of the Town; and no such amendment which affects the rights or duties of the Trustees may be made without the Trustees' written consent.

6.2 Termination. This Agreement may be terminated at any time by the City, and upon such termination, the Trust Fund shall be paid out and/or transferred by the Trustees as and when directed by the Plan Administrator or the Town, in accordance with the provisions of Article II hereof and the terms of the Plan.

6.3 Duration. This Agreement shall terminate automatically twenty (20) years after the day and year first above written, unless the Town and Trustee agree in writing to extend the term of the Agreement.

ARTICLE VII -- GENERAL

7.1 Limited Effect of Plan and Trust. Neither the establishment of the Plan nor the Trust nor any modification thereof, nor creation of any fund or account, nor the payment of any welfare benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustees, the Town, or any officer or employee thereof, except as may otherwise be provided in the Plan or in the Trust. Under no circumstances shall the term of employment of any employee be modified or in any way affected by the Plan or this Trust.

7.2 Protective Clause. Neither the Town nor the Trustee shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

7.3 Construction of Trust. This Trust shall be construed and enforced according to the laws of the State of Texas. If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Trust.

7.4 Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and wherever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.5 Headings. The headings and sub-headings of this Trust have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

City of Template, Texas

1400 FM 407
Northlake, Texas 76247

By:

_____	_____
Mayor Peter Dewing, Trustee	Councilmember Jean Young, Trustee
_____	_____
Councilmember Mike McBride, Trustee	Councilmember Michael Ganz, Trustee
_____	_____
Councilmember Roger Sessions, Trustee	Mayor Pro Tem Danny Simpson, Trustee

ATTEST:

_____
Shirley Rogers, Town Secretary

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: September 8, 2016

Re: Proposed changes to street names in the vicinity of the Northport 35 Business Center Development

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Several street name changes are proposed with the development of the Northport 35 Business Center development to appropriately direct traffic and reflect changes to new and existing roads. The development is in the southeast part of Northlake which includes a new portion of Dale Earnhardt Way near 114 which will eventually connect back to 35W. The portion of Dale Earnhardt Way built with the development runs from 114 on the south to Sam Lee Lane on the north, and it overlaps a portion of the existing Cleveland-Gibbs Road. As exhibited on the Town's Master Thoroughfare Plan (MTP), the Denton County Trip 08 bond, and plats for the development, the plan has been to rename this portion of the street to Dale Earnhardt Way so that the street name will appear at the 114 intersection and provide a continuous street name to 35W.

Another proposed change is to rename the portion of Sam Lee Lane between the new Dale Earnhardt Way and the existing Cleveland-Gibbs Rd at the Northlake Village RV Park entrance to Cleveland-Gibbs Rd so that it will intersect with Dale Earnhardt Way as identified on the MTP. Two of the ultimate four lanes for each thoroughfare have been built as part of the development. The goal is to direct most of the "through" Cleveland-Gibbs Rd traffic to this intersection and leave the remaining portion of Cleveland-Gibbs which is not a part of the Dale Earnhardt Way alignment for local traffic. Since it will also be intersecting with Dale Earnhardt Way, a name change to "Old Cleveland-Gibbs Road" is proposed to differentiate it from the main Cleveland-Gibbs. The attached plat shows the proposed street name changes along with existing and proposed addresses based on the new street names. Staff is working with Denco 911 and Denton County on the address and street name changes.

In order to have TxDOT change the street signs at 114 and to make the street name changes official, the Town Council must approve a resolution authorizing the changes. Since the Town has no formalized policy for changing street names, staff recommended scheduling a public hearing at the September 8th Town Council meeting and acting on a resolution following the public hearing. Prior to the meeting, notices were sent to all property owners adjacent to the proposed street name changes and to all existing addresses that may be impacted by the changes.

Please contact me at 940.242.5703 if you have any questions about this request.

TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 16-

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING CHANGES TO STREET NAMES FOR SECTIONS OF CLEVELAND-GIBBS ROAD AND SAM LEE LANE IN THE VICINITY OF THE NORTHPORT 35 BUSINESS CENTER DEVELOPMENT GENERALLY LOCATED NORTH OF SH 114 AT CLEVELAND-GIBBS ROAD.

WHEREAS, Stream Realty Partners developed the Northport 35 Business Center in the Town of Northlake; and

WHEREAS, development of the Northport 35 Business Center required the construction of new roads and improvements to existing roads; and

WHEREAS, portion of Dale Earnhardt Way was built within the development which runs from SH 114 on the south to Sam Lee Lane on the north and overlaps a portion of the existing Cleveland-Gibbs Road; and

WHEREAS, the Dale Earnhardt Way alignment has been planned as exhibited in multiple documents including the Town of Northlake's Master Thoroughfare Plan (MTP), the Denton County Trip 08 bond, and plats and plans for the Northport development; and

WHEREAS, such plans call for the continuous street planned between IH 35W and SH 114 to be called Dale Earnhardt Way; and

WHEREAS, the proposed Dale Earnhardt Way alignment overlaps a portion of the existing Cleveland-Gibbs Road; and

WHEREAS, additional street name changes are necessary to appropriately direct traffic to new street alignments in the vicinity; and

WHEREAS, the Northlake Town Council held a public hearing to consider the proposed street name changes with notice of the hearing mailed to all property owners and occupants that would be impacted by address changes;

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

The Town Council finds that it is in the best interest of the Town to change street names to those reflected on Exhibit "A" and further described as follows:

A. The newly constructed section of the 13400 through 13600 blocks of Cleveland-Gibbs Road between SH 114 and the new Dale Earnhardt Way and Cleveland-Gibbs Road intersection shall be renamed Dale Earnhardt Way; and

B. The remaining portion of Cleveland-Gibbs Road in the 13000 through 13300 blocks between Dale Earnhardt Way and Sam Lee Lane shall be renamed to Old Cleveland-Gibbs Road; and

C. The 8900 Block of Sam lee Lane between Dale Earnhardt Way and Cleveland-Gibbs Road (proposed Old Cleveland-Gibbs Road) shall be renamed Cleveland-Gibbs Road.

PASSED AND APPROVED this the 8th day of September, 2016

Town of Northlake, Texas

_____
Peter Dewing, Mayor

ATTEST:

_____
Shirley Rogers, Town Secretary

Exhibit “A”

L. J. LEE, ET AL.
(DOC. NO. 95-33547)
(DOC. NO. 95-33548)
(DOC. NO. 95-33549)

RANDALL C. KARNES
(VOL. 1089, PG. 369)

NORTHLAKE PARTNERS, LTD.
HARVEY LAND COMPANY
KENNETH L. HARVEY
(VOL. 4630, PG. 2002)

13095 Cleveland-Gibbs Rd
~~8921 Sam Lee Ln~~

13001 Cleveloand-Gibbs Rd

POINT OF COMMENCING
SAVE & EXCEPT TRACT (4.996 AC.)

1/2-INCH IRF 1792.80'

8500

B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT NO. 189
L. MEDLIN SURVEY, ABSTRACT NO. 830

35.00'

488.57'

1/2-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

SAM LEE LANE
(GENERALLY RECOGNIZED PUBLIC ROAD, ±20-FEET WIDE; NO RECORD OF DEDICATION FOUND)

S 89°22'20" E 1,140.75'

35' R.O.W. BY OTHERS

70' R.O.W.

35' R.O.W. DEDICATION

S 89°22'20" E 1269.06'

1/2-INCH IRF (C.M.)

1,570.52'
679.19'

10' PIPELINE EASEMENT (DOC. NO. 2009-34767)

JOHN KENNEDY SURVEY, ABSTRACT NO. 701
E.F. SPRINGER SURVEY, ABSTRACT NO. 1165

S 89°22'20" E 935.17'

1/2-INCH IRF

13000

12900

40' R.O.W. BY OTHERS

40' R.O.W. DEDICATION

8500

13000

4200

20' BUILDING SETBACK (BY THIS PLAT)

15' WATER EASEMENT (BY THIS PLAT)

20' BUILDING SETBACK (BY THIS PLAT)

S 89°22'20" E 868.42'

30' GAS EASEMENT (VOL. 5221, PG. 3774)
10' PIPELINE EASEMENT (DOC. NO. 2009-34766)

S 46°04'13" E 36.39'

17.21'

436.48'

TOWN OF NORTHLAKE ETJ

TOWN OF NORTHLAKE LIMITS

S 03°02'23" E 555.09'

N 89°27'09" W 1044.12'

N 89°27'09" W 397.00'

N 89°27'09" W 285.00'

N 89°27'09" W 283.50'

N 89°27'09" W 167.94'

N 89°27'09" W 118.00'

142.37'

231.87'

1,409.07'

275.00'

1409.08'

329.86'

387.99'

ZONED J-PD

ZONED C

15'X15' WATER EASEMENT (BY THIS PLAT)

15'X15' WATER EASEMENT (BY THIS PLAT)

CLEVELAND GIBBS ROAD

4201 Dale Earnhardt Way

LOT 1, BLOCK 1
(10.608 AC.)
(462,080 SF)

SH114/IH35W VENTURES, LTD.
TRACT 1
(DOC. NO. 2014-63823)

ZONING: IPD – INDUSTRIAL PLANNED DEVELOPMENT

30' GAS EASEMENT (DOC. NO. 2004-153463)

43.6' R.O.W. DEDICATION

20' DRAINAGE EASEMENT (BY THIS PLAT)

S 89°28'56" E 469.80'

15' WATER EASEMENT (BY THIS PLAT)

S 89°28'56" E 455.01'

20' BUILDING SETBACK (BY THIS PLAT)

15' WATER EASEMENT (BY THIS PLAT)

S 06°19'17" W 67.44'

223.77'

105.23'

161.28'

S 89°27'03" E 590.45'

S 43°49'53" W 86.27'

13100

TERRY & JOAN BENTON
(DOC. NO. 2010-32203)

118.62'

13105 ~~Cleveland-Gibbs Rd~~
Old Cleveland-Gibbs Rd

PKF

34.30'

4250 Dale Earnhardt Way

LOT 12, BLOCK 4
(34.497 AC.)
(1,502,703 SF)

PART OF
SH114/IH35W VENTURES, LTD.
TRACT 2
(DOC. NO. 2014-63823)

ZONING: IPD – INDUSTRIAL PLANNED DEVELOPMENT

20' BUILDING SETBACK (BY THIS PLAT)

80' R.O.W.

47.76'

125.81'

60.82'

317.68'

31' ACCESS & UTILITY EASEMENT (BY THIS PLAT)

7'X10' WATER EASEMENT (BY THIS PLAT)

15.5'

15' WATER EASEMENT (BY THIS PLAT)

LOT 2, BLOCK 1
(7.510 AC.)
(327,148 SF)

Δ=48°44'15"
R=225.00'
L=191.39'
T=101.92'
CB=S 65°04'55" E
CD=185.67'

42.0' R.O.W. DEDICATION

Old Cleveland-Gibbs Rd
~~13151 Cleveland-Gibbs Rd~~
TERRY & JOAN BENTON
(DOC. NO. 2010-32203)

240.00'

Old Cleveland-Gibbs Rd
~~13161 Cleveland-Gibbs Rd~~

BENTON, TERRY & JOAN
(DOC. NO. 94-56760)

X-1.74'

PKF

4251 Dale Earnhardt Way

OLD CLEVELAND GIBBS ROAD
(GENERALLY RECOGNIZED PUBLIC ROAD, ±20-FEET WIDE; NO RECORD OF DEDICATION FOUND)

S 00°32'57" W 732.84'

L. MEDLIN SURVEY, ABSTRACT NO. 830

E.F. SPRINGER SURVEY, ABSTRACT NO. 1165

N 00°32'57" E 732.84'

323.78'

N 00°32'57" E 371.21'

30' GAS EASEMENT (VOL. 5221, PG. 3774)

S 48°17'12" W 834.37'

235.09'

BENTON, TERRY & JOAN
(DOC. NO. 94-56760)

5/8-INCH IRON ROD FOUND

13200

Old Cleveland-Gibbs Rd
13207 ~~Cleveland-Gibbs Rd~~
SANDRA L. VAUGHN
(DOC. NO. 01-57609)

277.31'

S 49°49'19" W 1702.90'

254.52'

TOWN OF NORTHLAKE LIMITS

278.45'

TOWN OF NORTHLAKE ETJ

13300

5/8-INCH IRON ROD FOUND

Old Cleveland-Gibbs Rd
13355 ~~Cleveland-Gibbs Rd~~
ROY SHELLENBERGER & ROBERT FOWLER
(DOC. NO. 01-60465)
13387 ~~Cleveland-Gibbs Rd~~
Old Cleveland-Gibbs Rd

4300

13400

80' R.O.W.

LOT 1, BLOCK 2
(0.278 AC.)
(12,094 SF)

PRIVATE ACCESS EASEMENT (BY THIS PLAT)

13415 ~~Cleveland-Gibbs Rd~~ Old Cleveland-Gibbs Rd
J. RALPH SHIFLET
(VOL. 1087, PG. 693)

4500 Northport Dr

POINT OF BEGINNING

60-FOOT WIDE TEMPORARY ACCESS EASEMENT (DOC. NO. 2008-63405)

20' BUILDING SETBACK (BY THIS PLAT)

520.85'

60' R.O.W.

4500

N 89°27'09" W 155.02'

N 00°32'51" E 60.00'

N 89°27'09" W 534.35'

DEED LINE

IRF

1/2-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

N 89°27'09" W 530.04'

Δ=49°11'15"
R=190.00'
L=163.11'
T=86.96'
CB=N 64°51'32" W
CD=158.15'

N 40°15'54" W 84.34'

N 04°37'13" E 35.43'

4400

4400

PKF

N 79°00'41" W 28.08'

4395
~~13495~~

AMERICAN TOWER, L.P.
VOL. 4840, PG. 3199

4351 Dale Earnhardt Way
~~13463 Cleveland-Gibbs Rd~~

JOHN S. BLUBAUGH
VOL. 1110, PG. 199

1/2-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

EDDIE SUE LATHAM
VOL. 4211, PG. 108

S 48°59'39" W 485.58'

N 49°30'20" E 395.08'

25' R.O.W. DEDICATION

80' R.O.W.

MATCHLINE THIS SHEET

4440 Northport Dr

SAVE & EXCEPT TRACT (4.996 AC.)
(217,628 SF)
REMAINDER OF
SH114/IH35W VENTURES, LTD.
(VOL. 4604, PG. 2327)

N 00°32'57" E 327.47'

POINT OF BEGINNING
SAVE & EXCEPT TRACT (4.996 AC.)

30' GAS EASEMENT (VOL. 5221, PG. 3774)

PART OF
SH114/IH35W VENTURES, LTD.
TRACT 1
(DOC. NO. 2014-63822)

N 89°27'09" W 150.72'

60' R.O.W.

DEED LINE

IRF

N 10°21'14" E 282.35'

276.52'

276.45'

4370

4360

4350

4340

4330

4320

4310

4300

4290

4280

4270

4260

4250

4240

4230

4220

4210

4200

4190

4180

4170

4160

4150

4140

4130

4120

4110

4100

4090

4080

4070

4060

4050

4040

4030

4020

4010

4000

3990

3980

3970

3960

3950

3940

3930

3920

3910

3900

3890

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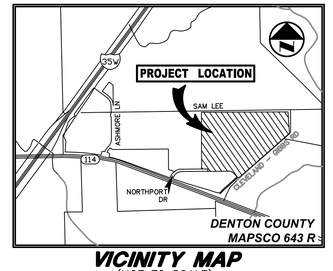
GRAPHIC SCALE IN FEET
0 50 100 200 300
1" = 100'



VICINITY MAP
(NOT TO SCALE)

LEGEND

B BOLLARD	VAULT (TYPE UNKNOWN)
ELEC ELECTRIC BOX	VENT
ELEC ELECTRIC MANHOLE	WV WATER VALVE
EM ELECTRIC METER	PIN FLAG ORANGE
EV ELECTRIC VAULT	PAINT MARK ORANGE
FH FIRE HYDRANT	PIN FLAG YELLOW
FIB UG FIB. OPTIC MARKER	PAINT MARK YELLOW
FIB FIB. OPTIC MANHOLE	(C.M.) CONTROLLING MONUMENT
FV FIBER OPTIC VAULT	IRF IRON ROD FOUND
GAS UG GAS MARKER	PKF PK NAIL FOUND
GTS GAS TEST STATION	XF "X" CUT IN CONCRETE FOUND
GV GAS VALVE	PROPERTY LINE
LS LIGHT STANDARD	EASEMENT LINE
PBT PULL BOX TELEPHONE	SETBACK LINE
PP POWER PLE	FENCE
PP W/ LIGHT	OVERHEAD UTILITY LINE
PP W/ GUY ANCHOR	UNDERGROUND ELECTRIC LINE
PP(1) PP W/ CROSS ARM (LENGTH IN FEET)	UNDERGROUND TELEPHONE LINE
SIGN TRAFFIC SIGN	UNDERGROUND CABLE LINE
SS SAN. SEWER MANHOLE	UNDERGROUND GAS LINE
TEL TELEPHONE BOX	STORM DRAIN LINE
TSC TRAFFIC SIGNAL CONTROL	8"W WATER LINE
TSP TRAFFIC SIGNAL POLE	6"SS SANITARY SEWER LINE
TEL TELEPHONE MANHOLE	613 EXIST CONTOUR
	TC 612.39 EXIST SPOT ELEV.
	TC 612.39 EXIST TOP OF CURB ELEV.
	G 611.92 EXIST GUTTER ELEV.

NOTES

1. *Bearing system for this survey is based on a bearing of South 00 degrees, 32 minutes, 51 seconds West for the east line of Lot 11, Block 4, Northport Addition according to the plat recorded in Cabinet Y, Page 515 of the Plat Records of Denton County, Texas.*
2. *Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Map No. 48121C0495G, Community–Panel No. 480782 0495 G, Revised Date: April 18, 2011. All of the subject property is shown to be located in Zone "X" on said map. The location of the said floodzones is based on said map, is approximate and is not located on the ground. Relevant zones are defined on said map as follows:*

   Zone "X" – Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.
3. *This survey does not provide a determination or opinion concerning the location or existence of wetlands, faultlines, toxic or hazardous waste areas, subsidence, subsurface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.*
4. *Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; Agreements; Lease Agreements; and ownership title evidence.*
5. *The survey abstract lines shown hereon are approximate and are not located on the ground.*

MATCHLINE THIS SHEET

PART OF
NORTHPORT COMMERCIAL, LTD.
EXHIBIT "A-2"
TRACT 2
(DOC. NO. 2004-67694)

5' WATER EASEMENT (INST. NO. 2008-63406)

20' SANITARY SEWER EASEMENT (INST. NO. 2004-125698)
(INST. NO. 2004-125699)

10' PIPELINE EASEMENT DIAMOND SHAMROCK CORPORATION (CC# 97-R0082633)

30' GAS EASEMENT (VOL. 5221, PG. 3774)

Δ=18°14'48"
R=590.00'
L=187.89'
T=94.75'
CB=N 40°22'56" E
CD=187.10'

TOWN OF NORTHLAKE LIMITS

TOWN OF NORTHLAKE ETJ

S 45°27'30" E 125.00'

N 88°45'54" W 6.94'

STATE HIGHWAY NO. 114
(VARIABLE WIDTH R.O.W.)

4451 Dale Earnhardt Way
~~13567 Cleveland-Gibbs Rd~~
WILLIAM E. WARREN
AND WIFE, KATHLEEN H. WARREN
VOL. 2136, PG. 521

1/2-INCH IRON ROD W/"PACHECO KOCH" CAP FOUND

~~13631 Cleveland-Gibbs Rd~~
4491 Dale Earnhardt Way
AUSTIN TWO TRACTS, L.P.
VOL. 4049, PG. 998

LIPSCOMB, LTD.
(DOC. NO. 02-75040)

LOT AREA TABLE		
SAVE & EXCEPT	4.996 ACRES	217,628 SF
LOT 12, BLOCK 4	34.497 ACRES	1,502,703 SF
LOT 1, BLOCK 1	10.608 ACRES	462,080 SF
LOT 2, BLOCK 1	7.510 ACRES	327,148 SF
LOT 1, BLOCK 2	0.278 ACRES	12,094 SF
R.O.W. DEDICATION	8.037 ACRES	350,087 SF
GROSS AREA	*65.926 ACRES*	*2,871,740 SF*

BLUE = BLOCK NUMBERS

RED = ADDRESS ASSIGNMENTS

SHEET 1 OF 2
FINAL PLAT
of

NORTHPORT ADDITION

LOTS 1 & 2, BLOCK 1, LOT 1, BLOCK 2,
& LOT 12, BLOCK 4
BEING 60.930 ACRES IN THE
L. MEDLIN SURVEY, ABSTRACT NO. 830 &
E.F. SPRINGER SURVEY, ABSTRACT NO. 1165
IN THE TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS
4 LOTS, ZONED IPD (INDUSTRIAL PLANNED DEVELOPMENT)

OWNER:
SH114/IH35W Ventures, LTD
3801 BONAIRE PLACE
EDMOND, OK 73013
(405) 974-0324
CONTACT: A. SCHROEDER
EMAIL: mschroe8799@aol.com

APPLICANT:
STREAM REALTY ACQUISITION, L.L.C.
2001 ROSS AVENUE, SUITE 2800
DALLAS, TX 75201
(214) 210-1362
CONTACT: ALBERT JARRELL
EMAIL: albert.jarrell@streamrealty.com

ENGINEER/SURVEYOR:
PACHECO KOCH CONSULTING ENGINEERS
6100 WESTERN PLACE, SUITE 1001
FORT WORTH, TX 76107
(817) 412-7155
CONTACT: RENE SILVAS, RPLS
EMAIL: rsilvas@pkce.com

Pacheco Koch
6100 WESTERN PLACE, SUITE 1001
FORT WORTH, TX 76107 817.412.7155
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193824

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
PMD	RS	1"=100'	09/12/2014	2334-14.150

DWG FILE: 2334-14.150FP.DWG
XREF FILE: 2334-14.150BA.DWG

CSTROLLE 10/17/2014 - 2:24PM
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FINAL PLAT - NORTHPORT ADDITION

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool
Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2016. Ballots received after September 30, 2016, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

☐ **Mary Gauer** (Incumbent). Ms. Gauer has served on the TML Risk Pool Board of Trustees since 1998 and as Chair from 2010 to 2012. She served on the Harker Heights City Council from 1991 to 1998, and as Mayor from 1998 to 2004. Ms. Gauer serves as an elected citizen member of the Executive Committee of the Central Texas COG. She has served as President of the TML Association of Mayors, Councilmembers and Commissioners and the TML Region 9. She has also served as chair or member of several TML legislative committees.

☐ **Kyle J. Jung**. City Manager for Manvel (Region 14) since January 17, 2012. Mr. Jung has more than 20 years of local government experience working for the cities of Flatonia and Sour Lake as City Manager, cities of Lubbock and Big Spring in various administrative roles, and with the Texas Municipal League. At the Texas Municipal League, he was chiefly responsible for the governance of the Texas City Management Association. Mr. Jung has a Master's degree in public administration with an emphasis in budgeting and personnel management from Texas Tech University.

WRITE IN CANDIDATE:

_____

PLACE 7

☐ **Richard Jorgensen**. City Manager of Giddings (Region 10). Previously, he served as City Manager for Vidor, Silsbee, and Sour Lake. Mr. Jorgensen has 20 years' experience in city government preparing, coordinating and monitoring the annual fiscal budget. He has also been involved in 4A and 4B economic development corporations for 13 years as either chairman or as a director. He has a Bachelor's degree in business administration and a Master's degree in public administration. He is involved with the Texas City Managers Association, serving on the Board for two years.

☐ **C.J. Wax** (Incumbent). Mayor of Rockport since 2010. Mr. Wax is the current President of TML and served as the TML Region 11 Board Representative to the TML Board from 2011-15. He has served on the TML Risk Pool Board since 2013. He also has served on the Care Regional Board of Trustees since 2014 (currently as Chairman), on the Texas Windstorm Task Force under Chairman Todd Hunter, and on the Rockport Planning and Zoning Commission from 2009-10. He currently represents Rockport on the Coastal Bend COG, Aransas County Pathways, and Storm Water Advisory Committees.

WRITE IN CANDIDATE:

_____

PLACE 8

☐ **Jim Cox**. City Administrator for the City of Leonard (Region 13) since October 1, 2015. He previously served as City Administrator in Lindale, Texas, and Groesbeck, Texas. He also served for two terms on the City Council and on the Home Rule Charter Commission for Bay City, Texas. Mr. Cox is active in TCMA serving on the Membership Committee and Small Cities Advisory Board. He is a graduate of the Certified Public Manager Program at Stephen F. Austin University and attended the University of Texas at Arlington majoring in Business Administration.

☐ **Andrea M. Gardner**. City Manager for the City of Copperas Cove (Region 9) since 2007. Previously, she was the Assistant City Manager/Director of Finance for Copperas Cove, Director of Finance for Pearland, and the Senior Budget Coordinator for Pasadena. She holds a Bachelor's degree in Accounting from the University of Houston and is a Certified Public Manager. Ms. Gardner also serves on the Metropolitan Planning Organization Technical Committee as the City's representative and the Central Texas COG's Executive Committee as a Citizen Liaison.

☐ **Larry Melton** (Incumbent). Mayor for Odessa (Region 4) from 2001 to 2012. Mr. Melton also served three years as a councilmember. He has served on the TML Risk Pool Board of Trustees since 2009 and as Chair since 2014. He is the Chief Executive Officer of a regional public accounting firm, Johnson, Miller and Company, where he is responsible for all administrative and human resources areas of the firm. Previously, Mr. Melton was in the banking business for approximately 30 years. He is active in the United Way of Odessa and Odessa Chamber of Commerce. In 1993, he was honored as Odessa's outstanding citizen.

WRITE IN CANDIDATE:

_____

PLACE 9

☐ **Richard L. Davis**. City Manager for Baytown (Region 14) since 2015. Mr. Davis also served as City Manager for West Jordan, Utah; Town Manager for Fountain Hills, Arizona; and City Manager for West Point City, Utah. He has a Bachelor's degree in Public Relations from BYU and a Master's degree in Public Administration from BYU. He is a graduate of the Romney Institute of Public Management (Marriott School of Management) and the recipient of the Lennis M. Knighton Award for high academic achievement. He is a credentialed Municipal Manager by the International City and County Management Association.

☐ **Andres Garza** (Incumbent). City Manager for the City of Wharton (Region 14) since 1994. Mr. Garza has served on the TML Risk Pool Board of Trustees since 1984, serving as Chair from 1994-1996. He served as the Pearsall City Manager from 1980 to 1994. Mr. Garza has been in public service for over 39 years of which 36 have been as a City Manager. He serves on the TML Small City's Advisory Council, has a BBA degree from Southwest Texas State University, and is a member of TCMA and ICMA.

☐ **Rick A. Schroder**. City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also served Helotes as the Economic Development Corporation's Specialist from November 2006 to September 2008. He graduated Magna Cum Laude from Trinity University in 2004 and earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. He interned for Congressman Henry Bonilla and for Ron Kaufman, former White House Political Director for President George H.W. Bush.

WRITE IN CANDIDATE:

_____

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2016.

_____ _____

Signature of Authorized Official Title

_____

Printed Name of Authorized Official

_____

Printed Name of Political Entity

TOWN OF NORTHLAKE

5. Executive Session

The Town Council may enter into Executive Session during the meeting to seek legal advice from its attorney on any posted agenda item, or to discuss any item that is authorized by the Texas Open Meetings Act to be discussed in closed session including:

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)